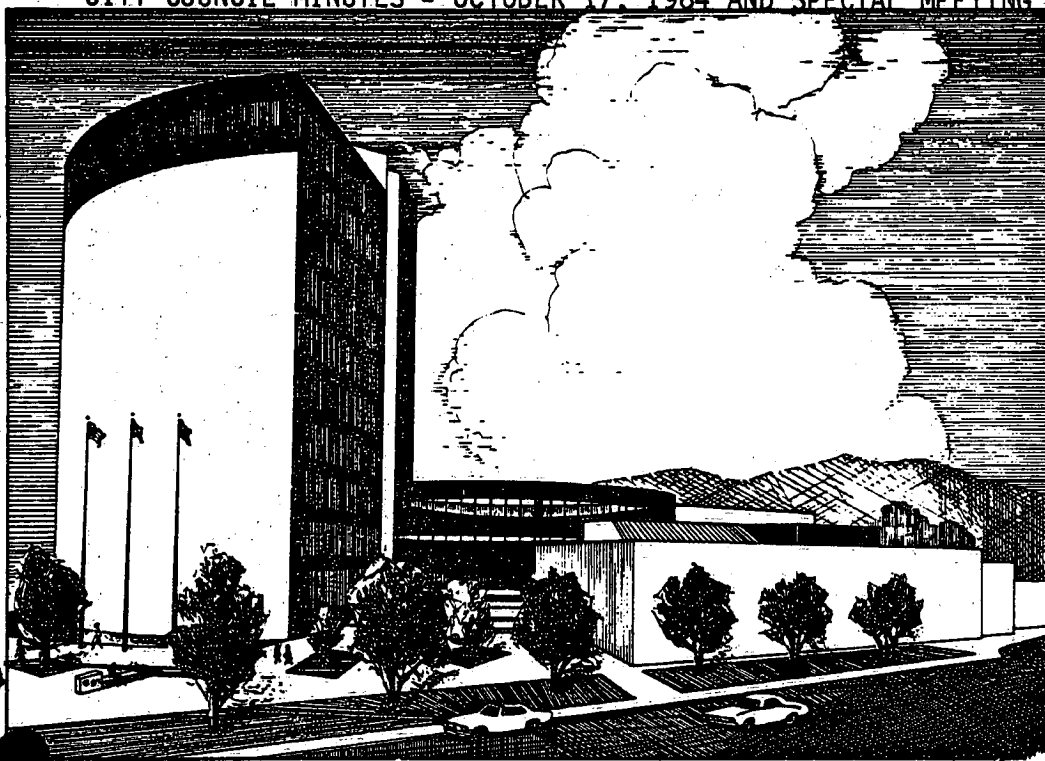




MINUTES

City of Las Vegas

CITY COUNCIL

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

Regular Meeting
DATE: October 17, 1984
 Special Meeting
TIME: October 23, 1984
 9:45 A.M.

INVOCATION: Reverend Robert S. Meyer, Paradise Presbyterian 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 April 3, 1985

ATTEST:

Carol G. Hawley

CITY CLERK

William H. Briarcliff

MAYOR

0001

AGENDA*City of Las Vegas*

October 17, 1984

Page 1

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

ITEM	Council Action	Department Action
I. 9:45 A.M.	COUNCILMAN NOLEN WAS EXCUSED AS HE WAS ILL. ALL OTHER MEMBERS OF THE COUNCIL WERE PRESENT.	
A. <u>COMMUNITY RELATIONS</u> B. <u>SPECIAL EVENTS</u> 1. Presentation of 1984 Nevada Day Pins by Angie Wallin, Southern Nevada Memorial Hospital Auxiliary.	Bill Flangas, Bill "Wildcat" Morris and Angie Wallin appeared and announced the Birthday Celebration of the State of Nevada (10/31/84) to be held at the Landmark Hotel and presented the Council with special pins commemorating the State's Birthday. Funds derived from this event will go to Southern Nevada Memorial Hospital Auxiliary to help with hospital projects.	
II. 10:00 A.M.		
A. <u>ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW</u>	ANNOUNCEMENT MADE	
B. <u>INVOCATION</u> Reverend Robert S. Meyer Paradise Presbyterian Church	Invocation given by Reverend Robert S. Meyer	
C. <u>PLEDGE OF ALLEGIANCE</u>	Mayor Briare led Audience in Pledge	

APPROVED AGENDA ITEM

mp Core

Join
the

NEVADA

Admission Day
Celebrations

Sponsored by the Landmark Hotel and the Southern Nevada Memorial Hospital Foundation

CITY COUNCIL MINUTES - OCTOBER 17, 1988 AND SPECIAL MEETING - OCTOBER 27, 1988

0002

Saturday, Oct. 27
at the Silk Purse Ranch
off Tonopah Highway

12 Noon

Arrival of Pony Express rider
with Governor's Nevada
Day's Proclamation
for Southern Nevada
Memorial Hospital

1 pm

- (1) Stadium Jumping
Event starts
- (2) BMX Bike-Race
warm-ups
- (3) Tours through
Gilcrease Bird Preserve
- (4) Park open for
kid fishing, etc.
- (5) Hay Ride Shuttle

4 pm

- (1) Entertainment begins
- (2) Buffalo Bar-b-que starts

5 pm

Stadium Jumping, BMX,
Tours and Hay Ride
Shuttle stops

7 pm

Entertainment &
Bar-b-que stops

Wednesday, Oct. 31
at Landmark Hotel
starting at noon

Loads of free entertainment!
Halloween costume contest for
children. Free children's shows
in Landmark Hotel. Various
booths to commemorate SNMH,
Nevada School of Medicine and
Nevada's entry into the Union.

For more information
call 383-6022
and watch the news.



AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 12th day of October, 1984, at the hour of 9:30 Am there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on 17th day October, 1984, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the Bradley Building, State of Nevada, 2501 East Sahara Avenue;
2. In the Senior Citizens Center, 450 East Bonanza Road;
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

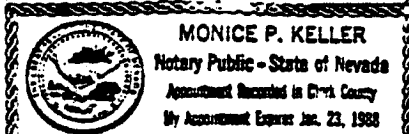
Cia Clerk
DEPARTMENT

Subscribed and sworn to before me this

12th day of October, 1984

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

My Commission expires:

1/23/88

CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984
AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0004

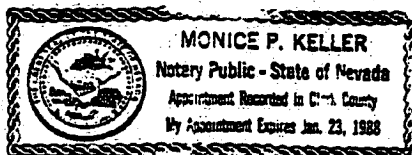
STATE OF NEVADA)
COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, being first duly sworn, deposes and says that on the 12th day of October, 1984 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 17th day of October, 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).

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

Subscribed and sworn to before me this
12th day of October, 1984

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



AGENDA*City of Las Vegas*

October 17, 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 Items A, B and C are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Councilman or citizen so requests.

1006 *A. CHILD CARE FACILITY APPLICATIONS
(Approved by the Child Welfare Board)

Family Child Care Homes

1. SANDY COLLINGHAM
1101 North Marion Drive
5 children days
2. MARY ANN DONOVAN
1020 Wengert Avenue
6 children days
3. CAROL NORTH
5320 Del Rey Avenue
6 children days
4. DENISE DOYLE
7120 Hurricane
5 children days

APPROVED AGENDA ITEM

mp Coe

Lurie -
APPROVED Items 1
thru 4
Unanimous
(Nolen excused)

Staff to proceed

0006

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM	Council Action	Department Action
<u>III. DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
*A. <u>CHILD CARE FACILITY APPLICATIONS</u> (cont'd)		
<u>Group Child Care Home</u>		
1. BARBARA LAWSON 317 Broxton Lane 12 children days/5 nights	Lurie - APPROVED Unanimous (Nolen excused)	Staff to proceed
*B. <u>LIQUOR -- Additional</u>		
1. CALIFORNIA HOTEL & CASINO California Hotel & Casino 12 East Ogden 2 bars	Lurie - APPROVED Unanimous (Nolen excused)	Staff to proceed
*C. <u>GAMING -- Additional</u>		
1. CALIFORNIA HOTEL & CASINO California Hotel & Casino 12 East Ogden 10 "21" Tables 3 Crap Tables 1 Roulette 1 Baccarat	Lurie - APPROVED Items 1 thru 8 Unanimous with exception that Lurie abstained on Item 5 (Nolen excused)	Staff to proceed
2. EXBER, INC. El Cortez Hotel & Casino 600 East Fremont 40 slots 1 Race Book		
APPROVED AGENDA ITEM		
<i>mp Coe</i>		

0007

AGENDA*City of Las Vegas*

October 17, 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)*C. GAMING -- Additional
(cont'd)APPROVED
See page 3

See page 3

3. CARDIVAN COMPANY

Godfather's Pizza
310 South Decatur, #A
3 slotsGodfather's Pizza
601 North Nellis
3 slots

4. CASINO COIN COMPANY

Big 8 Market
912 West Owens
6 slots

5. CASINO SERVICES

Viva Zapata's
3540 West Sahara
1 slot

6. GAMES OF NEVADA

Silver Star Casino
207 North Third Street
4 slots

APPROVED AGENDA ITEM

mp Cor

0008

AGENDA*City of Las Vegas*

October 17, 1984

CITY COUNCIL

Page 5

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

7. MILLS NOVELTY COMPANY

Duck In
2839 West Sahara
5 slotsFrankie's Bar & Cocktail Lounge
1712 West Charleston
1 slot

8. UNITED COIN MACHINE COMPANY

Peace Pipe Cocktail Lounge
2327 South Eastern
2 slotsD. LIQUOR -- New/Request for Waiver
of 400' Distance Requirement1. OWENS & BROWN
dba
BROWN BOMBER POOL HALL
320 West Monroe

Beer/Wine On-Sale License

Wardell Owens, 50%
Otis C. Brown, 50%APPROVED
See page 3

See page 3

Lurie -
DENIED Request for
Waiver.
Unanimous
(Nolen excused)Police Report
dated 10/8/84 made
part of record and
on file at LVMPD

Staff to proceed

Hash Hanief, LVMPD
appearedIra Hecht, Atty.,
represented
applicantProtestants:Reverend Horn,
700 Kasper, presente
letter from Greater
St. James Missionary
Baptist ChurchReverend Harold
Dorsey, 1917 Hassell
Neway Church of God
in Christ.

APPROVED AGENDA ITEM

mp Carl

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 5, 1984TO:
The City CouncilFROM: **0009**
MIKE COOL, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- OCTOBER 17, 1984 CITY COUNCIL AGENDA
LIQUOR -- New/Request for Waiver of 400' Distance RequirementPURPOSE/BACKGROUND

Item, "D", 1.

Appearing on the Department of Business Activity portion of the agenda is a request for a new beer/wine on-sale liquor license for the Brown Bomber Pool Hall, 320 West Monroe.

Along with the application, the applicant is requesting a waiver of the 400' distance requirement as provided under Title 6, Chapter 50, Section 300, Las Vegas Municipal Code. Measurements taken by the Department of Business Activity reveal that the following two churches are within 400' of the proposed location:

Neway Church of God in Christ 100'
1305 "D" Street

Greater St. James Baptist Church 375'
316 Madison

Attached is a copy of a letter from Ira H. Hecht, Attorney for the Brown Bomber Pool Hall, outlining this request for waiver. Also attached is a copy of a map showing the proposed location and surrounding neighborhood.

This item has received an "unfavorable" police report. Confidential investigative reports will be submitted by the Special/Privileged Investigations Section to the Mayor and Councilmen prior to the meeting.

FISCAL IMPACT

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

RECOMMENDATIONS

Agenda Item

LAW OFFICE
IRA H. HECHT
500 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 382-8195

0011

October 5, 1984

City Council
c/o The Department of Business Activity
400 E. Stewart
Las Vegas, Nevada 89101

Gentlemen:

On behalf of my clients, Otis Brown and Wardell Owens, dba The Brown Bomber Pool Hall, 320 W. Monroe, Las Vegas, Nevada, I am hereby requesting a waiver of the 400 foot requirement relative to the distance an establishment must be in order to obtain the type of wine and beer license that my clients are seeking.

Apparently, their establishment is located across the street from the Neway Church of God in Christ at 1305 "D" Street, approximately 100 feet away. The establishment is also located approximately 375 feet from the Greater St. James Baptist Church, 316 Madison.

My clients are seeking this waiver in that they know of no opposition that either church has to their acquiring the license they seek. Further, please note that a prior establishment at the same location, "The Brown Derby" had such a license for a long time, to the best of our information. Accordingly, it would not seem inappropriate to grant this waiver and let the application stand on its own merits.

Very truly yours,

Ira H. Hecht

IHH:l

cc: The Brown Bomber Pool Hall

HAND DELIVERED

Reputed heroin kingpin pleads guilty to tax evasion

By ALAN TOBIN
SUN Staff Writer

Reputed Las Vegas heroin kingpin Manuel Baker pleaded guilty to tax evasion and drug-related charges Wednesday and now faces the prospect of a maximum five-year prison sentence.

Baker's live-in girlfriend Betty Jean Fowler and Vester "Peanuts" Heath also entered plea agreements with the government. U.S. District Judge David Williams scheduled sentencing for Dec. 4.

~~Baker and Heath were indicted by a federal grand jury in Las Vegas in December 1983 on charges ranging from tax evasion to conspiracy to distribute heroin.~~

Baker, 51, of 1644 D St., was charged with conspiring to evade paying taxes on more than \$160,000 of income. He was also charged with three additional counts of tax evasion during the years 1979, 1980 and 1981 and one count of conspiring to distribute heroin.

In exchange for Baker's guilty plea on two of the tax charges and plea to information that he used a telephone

to make heroin distribution arrangements, the government agreed to drop the remaining charges.

The agreement calls for Baker to receive up to five years in prison followed by five years probation on the tax evasion charges, defense attorney John Momot said. Baker could receive up to four years in prison on the informational count. That sentence is to run concurrent to any prison time Baker receives on the tax evasion charge.

Las Vegas Drug Task Force chief Donald Campbell said Baker will also be required to pay the government over \$200,000 in back taxes, interest and penalties.

Campbell said that in the event of a trial, the government was prepared to produce evidence that both Baker and Heath used various phones to arrange for the distribution of heroin from street-level dealers to drug addicts.

In January 1983, Baker was the target of the controversial "Operation Boss Hog" raids by Metro Police that drew sharp criticism from West Las Vegas residents. Drug charges brought against Baker as a result of

the raid were eventually dismissed when the state's star witness disappeared, failing to testify against the alleged heroin boss.

Various assets owned by Baker including a \$50,000 Excaltur automobile, \$28,000 speedboat and a 1980 Lincoln Continental were seized during the raid. Campbell said the cars and the boat would be sold by the government.

~~Baker and Heath were indicted by a federal grand jury in Las Vegas in December 1983 on charges ranging from tax evasion to conspiracy to distribute heroin.~~

Fowler, 39, agreed to plead guilty to a misdemeanor tax charge. The plea agreement calls for Fowler to receive a term of probation. Fowler allegedly lied when interviewed by agents of the Internal Revenue Service on Oct. 13, 1982 telling IRS agents that Baker received all his money from her. She also allegedly falsely declared Baker as a dependent on her tax returns, the government contends.

Item III D

The Church Where We Gather To Worship
And Depart To Serve

Greater St. James Missionary Baptist Church

0013

Chairman of The Board
Deacon Leon McGhee
Chairman, Trustee Board
Ralph Price
Financial Secretary
Cal Howard
Treasurer
Tommy Joyce

Rev. Donnell Horn, Pastor
316 Madison Avenue
Las Vegas, Nevada 89106
(702) 616-1717

October 17, 1984

Jerry J. Cahill, Director
Department of Business Activity
400 East Stewart
P.O. Box 1900
Las Vegas, Nv., 89125

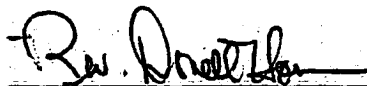
RE: Brown Bomber Pool Hall
320 West Monroe Street

Dear Mr. Cahill:

I am in receipt of your letter dated October 10, 1984 in regard to the request of waiver to beer/wine on sale license that the Brown Bomber Pool Hall are applying for. However, me the Pastor of St. James Baptist Church and the entire membership do boldly oppose of such a license being granted now or any time in the future.

Thank you for contacting me on this matter, for we here at St. James are very grateful. Please feel free to contact me anytime in the future.

Respectfully,



Donnell Horn, Pastor
St. James Baptist Church

cc: File

DH/cm



AGENDA*City of Las Vegas*

0014

October 17, 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)E. ARMORED CAR LICENSE -- Change of Corporate Name/Business Name1. From: Reno Armored Transport, Inc.
dba
Reno Armored Transport, Inc.TO: ARMORED TRANSPORT OF NEVADA, INC.
dba
ARMORED TRANSPORT OF NEVADA, INC.
1685 South Palm StreetRobert G. Irvin, Pres,
Dir
Clyde A. Johnson, V. P.
Gordon E. Ikemori, Sr.,
Secy, TreasManager:
Michael GreshamLurie -
APPROVED
Unanimous
(Nolen excused)

Staff to proceed

F. BURGLAR ALARM LICENSES -- Approval of Additional Corporate Officer1. ALARMCO, INC.
dbaALARMCO, INC.
2007 Las Vegas Boulevard SouthMETRO ALARM
2007 Las Vegas Boulevard SouthLurie -
APPROVED
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM

Additional Officer:
Dorothy May Karras, V. P.,
Treas*mp Carr*

0015

AGENDA*City of Las Vegas*

October 17, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)G. PRIVATE INVESTIGATOR LICENSE -- New

1. JAMES E. DECKER
dba
JAMES E. DECKER & ASSOCIATES
1111 Las Vegas Boulevard
South, #313

James E. Decker, 100%

Lurie -
APPROVED
Unanimous
(Nolen excused)

Staff to proceed

H. PRIVATE INVESTIGATOR LICENSE -- Change of Location

1. From: 300 South Fourth Street,
#1600

TO: LILA SAND
dba
SAND ASSOCIATES
300 South Maryland
Parkway

Lila Sand, 100%

Lurie -
APPROVED
Unanimous
(Nolen excused)

Staff to proceed

I. PRIVATE PATROLMAN LICENSE -- New

1. *CALIFORNIA PLANT PROTECTION,
INC.
dba
CPP SECURITY SERVICE
629 South Casino Center
Boulevard

Lurie -
APPROVED, subject
to provisions
Unanimous
(Nolen excused)

Staff to proceed

Gary Robey and
John Moran, Jr., Att
appeared

APPROVED AGENDA ITEM

Thomas William Wathen, Pres,
100%
Gary T. Robey, Qualifying
Agent

*Subject to the provisions of the
Fire codes

AGENDA*City of Las Vegas*

0016

October 17, 1984

Page 8

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

ITEM	Council Action	Department Action
<u>III. DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
J. <u>POLYGRAPH OPERATOR LICENSE --</u> <u>Change of Location</u>	Lurie - APPROVED Unanimous	Staff to proceed
1. From: 3160 South Valley View, #201 TO: WILLIAM BARRETT dba ADVANCED POLYGRAPHS 1700 East Desert Inn Road, Suite 406 William R. Barrett, 100%		
K. <u>SECONDHAND DEALERS LICENSE -- New</u>	Lurie - APPROVED, subject to provisions Motion carried with Briare voting "no" and Nolen excused.	Staff to proceed Jeff Robinson appeared
1. *JEFF ROBINSON dba ROBINSON'S USED FURNITURE 501 North Main Street Class II Jeff Robinson, 100% *Subject to the provisions of the Fire codes	Lurie directed City Manager Hall to check on progress of a proposed ordinance, etc., addressing the displaying of merchandise along Main Street.	
APPROVED AGENDA ITEM MP Cool		

APPROVED AGENDA ITEM

MP Core

AGENDA*City of Las Vegas*

0017

October 17, 1984

Page 9

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)1023 L. FIREARMS PERMIT -- New

1. HIGH DESERT SHOOTERS EMPORIUM,
INC.
dba
HIGH DESERT SHOOTERS EMPORIUM,
INC.
2025 Paradise Road

Patrick Newton Warren, Chmn of
the Board, Treas, 39%
William Paul Bennett, Pres,
Dir, 22%
Rocky Austin Green, Chief
Exec Officer, Dir, V. P.,
Secy, 39%

Lurie -
APPROVED
Unanimous
(Nolen excused)

Staff to proceed

1023 M. SPECIAL EVENT LIQUOR LICENSES

1. DELTA ZETA SORORITY, SOUTHERN
NEVADA ALUMNAE CHAPTER

Location: 2411 West Sahara

Date: October 26, 1984

Responsible Licensee:
Ignacio Trillo
Two Guys From Italy

Lurie -
APPROVED Items 1
thru 5 and on Item
4, the Cherry Stripers
be allowed to sell
tickets from October
31st to December 15th.
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM

mp Com

0018

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM	Council Action	Department Action
<u>III. DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
M. <u>SPECIAL EVENT LIQUOR LICENSES</u> (cont'd)	APPROVED See Page 9	See Page 9
2. DEUTSCH AMERICAN SOCIETY OF SOUTHERN NEVADA Location: 1006 North Rancho Dates: November 10 and 11, 1984 Responsible Licensee: Robert Gordon Twin Lakes Liquor		
3. KNPR/NEVADA PUBLIC RADIO Location: 821 Las Vegas Boulevard North Dates: October 27 and 28, 1984 Responsible Licensee: Alexander Vranesh Brothers Market	APPROVED See Page 9	See Page 9

APPROVED AGENDA ITEM

mp Coe

AGENDA*City of Las Vegas*

0019

October 17, 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)M. SPECIAL EVENT LIQUOR LICENSES
(cont'd)4. SOUTHERN NEVADA MEMORIAL
HOSPITAL WOMEN'S AUXILIARYLocation: 2201 Spanish Oaks
Drive

Date: November 14, 1984

Responsible Licensee:
Wilburn Bentley
Walden PondAPPROVED
See Page 9

See Page 9

Note: Cherry
Stripers allowed to
sell tickets from
October 31st to
December 15th.5. SOUTHERN WINE & SPIRITS OF
NEVADA, INC.Locations: Von's Grocery
Company #194
390 South DecaturAlbertson's Food
Center #637
1570 North EasternAlbertson's Food
Center #1664
120 South RainbowDates: October 26 and 27,
1984Responsible Licensee:
Sidney Chaplin
Southern Wine & Spirits of
Nevada, Inc.APPROVED
See Page 9

See Page 9

APPROVED AGENDA ITEM

mp Coe

0020

AGENDA*City of Las Vegas*

October 17, 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)1024 N. LIQUOR -- Request for Approval of
Nonoperational Status

1. UNA F. SLOAN
dba
THE BOOMERANG
2109 East Fremont

General On-Off Sale License

Una F. Sloan, 100%

(Nonoperational status for period
5/4/84 to 8/4/84 approved 5/2/84.
Nonoperational status for period
8/4/84 to 11/4/84 approved 8/1/84.
Request for approval of extension
for additional three-month period:
11/4/84 to 2/4/85.)

2. SMART & FINAL IRIS CORPORATION
dba
THRIFTMART PUBLIC FOOD
WAREHOUSE #12
2200 West Bonanza

General Off-Sale License

APPROVED AGENDA ITEM William R. Micka, V. P.
F. Gene Dupree, V. P.
Core Roger M. Laverty, III, V. P.,
Secy
Edward B. Smith, III,
Assistant Secy

(Nonoperational status for period
7/22/84 to 10/22/84 approved
7/5/84. Request for approval of
extension for additional three-
month period: 10/22/84 to
1/22/85.)

Lurie -
APPROVED Items 1
thru 5
Unanimous
(Nolen excused)

Staff to proceed

APPROVED
See Above

See Above

0021

AGENDA*City of Las Vegas*

October 17, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

3. SMART & FINAL IRIS CORPORATION
dba
THRIFTMART PUBLIC FOOD
WAREHOUSE #1
4725 West Charleston

General Off-Sale License

William R. Micka, V. P.
F. Gene Dupree, V. P.
Roger M. Laverty, III, V. P.,
Secy
Edward B. Smith, III,
Assistant Secy

(Nonoperational status for period
8/18/84 to 11/18/84 approved
7/5/84. Request for approval of
extension for additional three-
month period: 11/18/84 to
2/18/85.)

APPROVED
See Page 12

See Page 12

APPROVED AGENDA ITEM.

mp Cor

AGENDA*City of Las Vegas*

0022

October 17, 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)1024 N. LIQUOR -- Request for Approval of
Nonoperational Status
(cont'd)

4. SMART & FINAL IRIS CORPORATION
dba
THRIFTIMART PUBLIC FOOD
WAREHOUSE #55
1800 East Charleston

General Off-Sale License

William R. Micka, V. P.
F. Gene Dupree, V. P.
Roger M. Laverty, III, V. P.,
Secy
Edward B. Smith, III,
Assistant Secy

(Nonoperational status for period
8/25/84 to 11/25/84 approved
7/5/84. Request for approval of
extension for additional three-
month period: 11/25/84 to
2/25/85.)

Lurie -
APPROVED Items 1
thru 5
Unanimous
(Nolen excused)

Staff to proceed

- 24 5. CHAR-SHAL CORPORATION
dba
SHALIMAR HOTEL, RESTAURANT &
LOUNGE
1401 Las Vegas Boulevard South

Lurie -
APPROVED Items 1
thru 5
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM

General On-Sale Restaurant Ltd.

A. Charlotte Richards, Pres,
Secy, Treas, 100%

(Request for approval of non-
operational status for three-
month period: 10/29/84 to
1/29/85.)

City of Las Vegas

AGENDA DOCUMENTATION

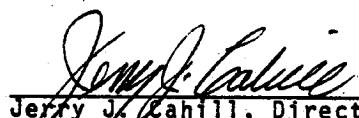
Date: October 5, 1984TO: The City CouncilFROM: 0023
MIKE COOL, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- OCTOBER 17, 1984 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational StatusPURPOSE/BACKGROUND

Item, "N", 1, 2, 3, 4 & 5.

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

1. Una F. Sloan, dba The Boomerang.
2. Smart & Final Iris Corporation, dba Thriftmart Public Food Warehouse #12.
3. Smart & Final Iris Corporation, dba Thriftmart Public Food Warehouse #1.
4. Smart & Final Iris Corporation, dba Thriftmart Public Food Warehouse #55.
5. Char-Shal Corporation, dba Shalimar Hotel, Restaurant & Lounge.

Copies of letters requesting extensions are attached.

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

Agenda Item

III "N" 1, 2, 3, 4 & 5

Sept 28th 84

0024

Gentlemen

I wish to request permission again for a further three month period to have an inoperable licence. I am still having legal problems and hope to have them settled in December. This is in reference to the licence granted to the Boomerang Cocktail Lounge
Trusting you will grant me this

Most Respectfully

Uncle F Sloan

BODKIN, MCCARTHY, SARGENT & SMITH

LAWYERS

0025

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. DBERSCHVEN
JAMES E. HOFFMANN
BARBARA S. HODOUS
JAMES P. BOYLE
JAMES R. WAKEFIELD
JEFFREY T. BOLSON
MARK A. GRAF
DENNIS W. TER BUSH
DANIEL P. AGUILERA
BRIAN C. NUTT
JAMES C. POTEPA
CASEY T. SHIM

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

OF COUNSEL
ROGER WILLIAMS

October 3, 1984

FEDERAL EXPRESS

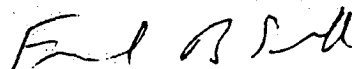
Ms. Marjorie Hether
Chief, Privilege License Division
CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: Smart & Final Iris Corporation
(Formerly Thriftmart, Inc.)
Store No. 12
2200 West Bonanza
General Off-Sale License
L04-095-4-00166

Dear Marjorie:

The City Council, at the regular meeting held on July 5, 1984, approved non-operational status for the above described liquor license. Smart & Final Iris Corporation hereby requests the continuance of that non-operational status in order to aid it in finding a new user for this location.

Respectfully submitted,



EDWARD B. SMITH, III

EBS:dpc

BODKIN, MCCARTHY, SARGENT & SMITH

0026

LAWYERS

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

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OF COUNSEL
ROGER WILLIAMS

October 3, 1984

FEDERAL EXPRESS

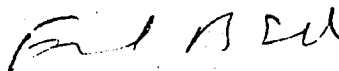
Ms. Marjorie Hether
Chief, Privilege License Division
CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: Smart & Final Iris Corporation
(Formerly Thriftmart, Inc.)
Store No. 1
4725 West Charleston
General Off-Sale License
L04-097-4-00423

Dear Marjorie:

The City Council, at the regular meeting held on July 5, 1984, approved non-operational status for the above described liquor license. Smart & Final Iris Corporation hereby requests the continuance of that non-operational status in order to aid it in finding a new user for this location.

Respectfully submitted,



EDWARD B. SMITH, III

EBS:dpc

BODKIN, McCARTHY, SARGENT & SMITH

0027

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
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JAMES C. POTEPA
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HENRY G. BODKIN (1886-1972)
GEORGE M. BRESLIN (1895-1964)
MICHAEL G. LUDDY (1893-1967)

OF COUNSEL
ROGER WILLIAMS

October 3, 1984

FEDERAL EXPRESS

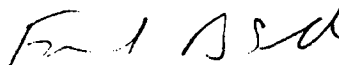
Ms. Marjorie Hether
Chief, Privilege License Division
CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: Smart & Final Iris Corporation
(Formerly Thriftmart, Inc.)
Store No. 55
1800 East Charleston
General Off-Sale License
L04-096-4-00218

Dear Marjorie:

The City Council, at the regular meeting held on July 5, 1984, approved non-operational status for the above described liquor license. Smart & Final Iris Corporation hereby requests the continuance of that non-operational status in order to aid it in finding a new user for this location.

Respectfully submitted,



EDWARD B. SMITH, III

EBS:dpc

0028

September 26, 1984

Honorable Mayor and City Councilmen
c/o Jerry Cahill, Director
Department of Business Activity
400 East Stewart Avenue
Las Vegas, Nevada 89101

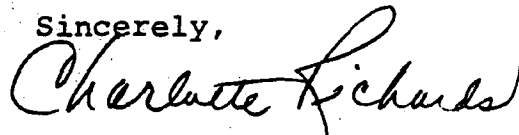
Re: Shalimar Hotel, Restaurant & Lounge
1401 Las Vegas Boulevard South
General On-Sale Restaurant Limited License
#L04-212-4-00576

Gentlemen:

The above-referenced business closed on July 28, 1984, due to damage to the premises from the rain storms.

I hereby request my license be approved for nonoperational status for the period October 28, 1984 to January 28, 1985, in order to allow me time to find a suitable buyer.

Sincerely,

A handwritten signature in cursive script that reads "Charlotte Richards".

Charlotte Richards, President
Char-Shal Corporation

0029

AGENDA*City of Las Vegas*

October 17, 1984

CITY COUNCIL

Page 15

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)O. LIQUOR -- One Year Review

1. ROBERT BIGELOW
dba
RHETT BUTLER'S APARTMENTS
1525 East Fremont

Beer/Wine On-Sale License

Robert Thomas Bigelow, 100%

Levy -
APPROVED as recom-
mended
Unanimous
(Nolen excused)

Note: No further
reviews of this
license is required.

Staff to proceed

Robert Bigelow
appeared

P. LIQUOR -- Six Month Review

1. PIZZA HUT OF LAS VEGAS
dba

PIZZA HUT OF LAS VEGAS
825 North Rancho
260 South Decatur
3001 West Sahara Avenue
7000 West Charleston

Beer/Wine On-Sale Licenses

Area Supervisor:
Richard Irvin Starnes

Levy -
APPROVED as recom-
mended
Unanimous
(Nolen excused)

Staff to proceed

Jerry Cahill
appeared

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

October 17, 1984 0030

Page 16

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

ITEM

Council Action

Department Action

IV. (a) ADMINISTRATIVE AGENDA
ASHLEY HALL, CITY MANAGER1027 A. DISCUSSION AND POSSIBLE ACTION ON
SELECTION AND RATIFICATION OF
COURT ADMINISTRATOR.Lurie -
APPROVED the selec-
tion of Marcia Daines
as recommended by
City Manager at a
salary of \$37,500.
Unanimous
(Nolen excused)

Staff to proceed

1028 B. DISCUSSION AND POSSIBLE ACTION
REGARDING A LEASE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
FRIENDS OF THE FORT FOR THE OPERA-
TION AND MANAGEMENT OF THE OLD FORT.Lurie -
APPROVED as recom-
mended
Unanimous
(Nolen excused)

Staff to proceed

Liz Warren, Friends
of the Fort,
appeared032 C. DISCUSSION AND POSSIBLE ACTION ON A
RESOLUTION REGARDING A JOINT CITY/
COUNTY SUBCOMMITTEE TO DISCUSS MATTERS
OF MUTUAL CONCERN.

ITEM C.

Lurie -
ADOPTED Resolution
Unanimous
(Nolen excused)

Staff to proceed

Mayor Briare appointed Councilmen Lurie,
Levy and Nolen to serve on this Committee
and named Councilman Lurie as ChairmanVERBATIM TRANSCRIPT MADE PART OF FINAL
MINUTES.1038 D. DISCUSSION AND POSSIBLE ACTION ON
THE SALE OF THE WOODLAWN CEMETERY.Levy -
APPROVED motion to
reject all bids and
to continue further
study of operation
as regards cost-
effectiveness.
Motion carried with
Briare voting "no"
and Nolen excused.

Staff to proceed

Ken Sage, Bunker
Eden Vale, appearedITEM C - Lurie advised Manager to change
first meeting date of Committee to
Tuesday, 10/23/84 at 3 P.M. Clerk to
post agenda.

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 17, 1984TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGER

0031

SUBJECT:
DISCUSSION & POSSIBLE ACTION ON SELECTION AND RATIFICATION OF COURT ADMINISTRATORPURPOSE/BACKGROUND

Marcia Daines has been serving as the Acting Court Administrator since June. Prior to that, Marcia served as Operations Manager for the Municipal Court, having been promoted to that position as a result of her competent performance since she began with the City in 1979.

Marcia is a 28-year resident of Nevada. Along with her work in the Municipal Court, Marcia also worked in private industry as an Office Manager.

Marcia is a member of the local chapter of the American Society for Public Administration (ASPA) and was formerly on the Board of Directors for the Girls Club. She has attended a variety of judicial seminars and has completed a national Judicial College Training Course in Reno.

The Personnel Policies & Procedures Ordinance calls for the City Council to ratify department directors that are recommended by the City Manager. Marcia Daines is being submitted for your approval as the Court Administrator.

FISCAL IMPACT

If confirmed, Marcia Daines would receive a salary of \$37,500.

RECOMMENDATIONS

The Chief Municipal Court Judge and the City Manager recommend that Marcia Daines be confirmed as the Court Administrator effective October 3, 1984.

Agenda Item

IV.(a) A.

City of Las Vegas
AGENDA DOCUMENTATION

Date: October 16, 1984

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGER

0032

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND FRIENDS OF THE FORT FOR THE OPERATION AND MANAGEMENT OF THE "OLD FORT."

PURPOSE/BACKGROUND

In November, 1980, the City of Las Vegas executed a funding agreement with the Nevada State Division of Historic Preservation and Archaeology for the purpose of renovating the historic property commonly known as the Mormon Fort. As a condition of the grant, the City was later required (February 4, 1981) to record and adhere to covenants that run with the property through September 30, 1996.

In order to adhere to the aforementioned covenants, several conditions were to be met by the City or its designee. Primary among these conditions, was the requirement that the Fort be opened to the public at least twelve (12) days per year on an equitably spaced basis. However, during the past three years, the Fort has been open on an intermittent basis due to the fact that the City was unable to identify an individual or organization that was willing to oversee activities at the Fort.

Recently, City staff was approached by an organization (Friends of the Fort) which is willing to serve as operator/manager of the Fort. If permission to execute a lease agreement is granted, the "Friends of the Fort" are willing to reopen the Fort on October 31, 1984. As a condition of the lease, the "Friends" will open the Fort to the public at least three (3) days a week for at least five (5) hours a day. In return, the City will be responsible for all maintenance and repair operations at the Fort, since it is a City-owned facility. Costs associated with facility maintenance include telephone, electricity, water, waste disposal and security, and will require an annual expenditure on the City's part of approximately \$2,500.

FISCAL IMPACT

\$2,500

RECOMMENDATIONS

In order to ensure that the City does not continue to be in violation of the covenants that run with the property, it is recommended that the Lease Agreement between the City of Las Vegas and Friends of the Fort be executed.

Agenda Item

IV. (a) B

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 16, 1984

TO: The City Council

FROM: Ashley Hall
City Manager

0033

SUBJECT: Discussion and Possible Action on a Resolution Regarding a Joint City/County Subcommittee to Discuss Matters of Mutual Concern.

PURPOSE/BACKGROUND

On October 2, 1984 the Clark County Board of Commissioners adopted a Resolution inviting the Mayor and City Councilmen to consider the appointment of a City Council Subcommittee to meet with a Clark County Subcommittee in identifying problems between the entities.

The attached Resolution accepts the County's invitation to foster a new spirit of cooperation between the City and the County. It is clear that the growth and development of the unincorporated County area adjacent to the City of Las Vegas has created duplication of many municipal services. It is hoped that a Subcommittee approach to these and other problems can increase cost effectiveness and efficiency in handling services to both the City and the County.

The Resolution before you today authorizes the Mayor to appoint a Subcommittee of three Council members to meet with the Clark County Subcommittee. Monday, October 22, 1984 at 3:00 p.m. is the recommended date for the first meeting to commence this process.

FISCAL IMPACT

N/A

RECOMMENDATIONS

It is the City Manager's recommendation that the City Council approve the Resolution.

Agenda Item

IV(A) C.

AMENDED

RESOLUTION

0034

1 WHEREAS, the growth of the Las Vegas Valley has caused urbanization in
2 the unincorporated areas of Clark County immediately adjacent to the boundaries
3 of the City of Las Vegas; and

4 WHEREAS, the pattern and growth of development in the unincorporated
5 County areas has created duplication of many urban/municipal services which
6 results in a least cost effective/efficient delivery system within the County
7 and City; and

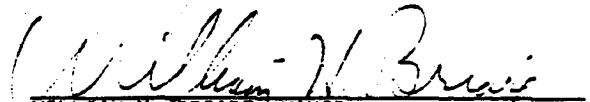
8 WHEREAS, solutions to numerous problems which will mutually benefit
9 residents of both the City and the County often require close cooperation and
10 coordination between said entities; and

11 WHEREAS, the Clark County Board of Commissioners adopted a resolution
12 on October 2, 1984 seeking to foster a new spirit of cooperation between the
13 City and the County through a Committee of County Commissioners and a Committee
14 of City Councilmen to discuss and hopefully resolve major areas of concern by
15 each entity.

16 NOW, THEREFORE, BE IT RESOLVED, that the Las Vegas City Council accepts
17 Clark County's invitation to work cooperatively towards improving the Las
18 Vegas Valley urban community by discussion and resolution of mutual areas of
19 concern.

20 BE IT FURTHER RESOLVED, that the Mayor be authorized to appoint a sub-
21 committee of three council members to meet and work with Clark County's
22 appointed subcommittee, setting a date of Tuesday, October 23, 1984 at 3:00 P.M.
23 as the recommended first meeting to commence a process that will result in
24 resolving many of the major urban issues facing both the City of Las Vegas and
25 the County of Clark.

26 PASSED, ADOPTED AND APPROVED THIS 17th day of October, 1984.

27 
28 WILLIAM H. BRIARE, MAYOR

29 ATTEST:

30
31 
32 Carol Ann Hawley, City Clerk

0035

EXCERPT - CITY COUNCIL MEETING - OCTOBER 17, 1984

IV(a) ADMINISTRATIVE AGENDA

C. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION REGARDING A JOINT CITY/COUNTY
SUBCOMMITTEE TO DISCUSS MATTERS OF MUTUAL CONCERN. PAGE 1

CITY MANAGER HALL:

Item C, Your Honor, is discussion and possible action on a resolution regarding a joint City/County Subcommittee to discuss matters of mutual concern. I might indicate that on October the second, the Board of County Commissioners adopted a resolution inviting the Mayor and City Council to consider the appointment of a City Council Subcommittee to meet with Clark County Commission Subcommittee to identify problems between the two entities and hopefully work those out. There's an attached resolution that accompanies this document. The resolution before you today authorizes the Mayor to appoint a Subcommittee of three Council members to meet with the Clark County Subcommittee. The suggestion is that we try and meet as early as we can and -- Monday, October 22nd, 1984, at 3 P.M. is the recommended date for the first meeting to take place.

MAYOR BRIARE:

If the Council were to approve this resolution, the Subcommittee will consist of Councilman Lurie as the Chairman, Councilman Levy and Councilman Nolen. However, I might make note of the fact that the City's participation on this Committee will constitute a majority of the City Council, whereas, the participation by the County will not. I find a little, a little sandpaper there.

CITY MANAGER HALL:

I think at the discretion of the Mayor, it would be possible to simply appoint two City Council members rather than three.

MAYOR BRIARE:

I see what you mean.

COUNCILMAN LEVY:

There's a problem, Mayor, in that we've got the Open Meeting Law, of course, which I have no problem with, but we would certainly have to adhere to it and I have no problem with it, but let's make that appointment we have three members.

COUNCILMAN CHRISTENSEN:

Well, you check the latest Attorney General's opinion and if you call yourself a non-profit corporation, you might not have to adhere to the Open Meeting Law.

COUNCILMAN LEVY:

Well, I still question that opinion.

COUNCILMAN LURIE:

One thing, Mayor, too, this says the October 22nd at 3 P.M. If I'm on the Committee -- right now I'm planning on being in Reno on Monday. I'd like to change that date if we could to Tuesday unless you want another member to meet, but I think it's good that we have a resolution. I really -- in one sense, I have mixed

EXCERPT - CITY COUNCIL MEETING - OCTOBER 17, 1984

0036

IV(a) ADMINISTRATIVE AGENDA

C. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION REGARDING A JOINT CITY/COUNTY
SUBCOMMITTEE TO DISCUSS MATTERS OF MUTUAL CONCERN.

PAGE 2

COUNCILMAN LURIE:

emotions about having to pass a resolution for both the City and the County to get together to discuss mutual problems and concerns for Southern Nevada, but if this is the way that we have to do it, then naturally I support the resolution. But, if we could change the date of that meeting until Tuesday then it would make it fall into my schedule where I'll be able to attend.

CITY MANAGER HALL:

Two to three P.M.?

COUNCILMAN LURIE:

That's fine. I would also like to -- if this resolution passes, I would like to direct the City Manager in setting up the meeting that the first item that we discuss is the wastewater problem between the City and the County and see if we can get that addressed first and get a resolution to that problem.

CITY MANAGER HALL:

That particularly deals with the November 6th hearing that's set up by the County.

COUNCILMAN LURIE:

I'd like to discuss it before the -- yes, I'd like to maybe discuss it at that meeting before their November 6th meeting.

COUNCILMAN LEVY:

Mayor.

MAYOR BRIARE:

Councilman Levy.

COUNCILMAN LEVY:

I'd like to see us have three on there. I'd like to make it that we have a -- that we adhere to the Open Meeting Law. I'd like to have the reporters there and the medias -- whoever would like to address -- I think it's very important. I think that once we get into our discussions and the thoughts that we have been trying to get across to them individually on a one-on-one -- it seems to go from a "yes" position 'til they get back to their group and turns into -- I'd rather have it that way I think we should have three appointed.

MAYOR BRIARE:

I'm thinking, Councilman Levy, it was before your time, which you should be very happy about, when we had the consolidation meetings here in this room and we couldn't agree on calling the meeting to order, let alone the other. Here, we'd have all the Councilmen on one side and all the County Commissioners on the other side and I just wondered that anything that would be agreed at this meeting, any committee meetings, would be tantamount to approval by this Council and I

EXCERPT - CITY COUNCIL MEETING - OCTOBER 17, 1984

IV(a) ADMINISTRATIVE AGENDA

C. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION REGARDING A JOINT CITY/COUNTY
SUBCOMMITTEE TO DISCUSS MATTERS OF MUTUAL CONCERN.

PAGE 3

MAYOR BRIARE:

just kind of question whether that's the way to operate the City government and if the County Commissioners wanted to put four out of seven on the Committee, then maybe what we are in a sense doing is restructuring government which might not be a bad idea. In other words, the government, the new government of the County and the City would consist of four County Commissioners and three City Councilmen. Well, listen, I don't have any qualms about it. If I questioned in favor of Lurie, Levy and Nolen serving on this committee, I wouldn't have appointed them.

COUNCILMAN LURIE:

Good and I'd like to just say that the reason I'm asking for an agenda is so that we don't sit down at this first meeting and look at each other and not have anything to discuss because we do have some things to discuss and we can list some other things if you'd like, but I think that's the top priority right now that we should get resolved. And, I move for the adoption of the resolution, Mayor, with the change of the October 22nd being changed to October 23rd, Tuesday, at 3:00 P.M.

COUNCILMAN LEVY:

Now, did they agree to that date, Ash?

CITY MANAGER HALL:

I indicated to Joe Denny last week that was part of the resolution and he so no problem with that, but I need to get with the new Acting County Manager and see if that's still appropriate. I will check though immediately.

COUNCILMAN LEVY:

There changing managers and we're already changing days, so, whatever.

COUNCILMAN LURIE:

Does it say where we're going to have the meeting? Is it going to --

CITY MANAGER HALL:

We could invite them -- we could invite them to meet here if you like. It depends on what your wishes are.

COUNCILMAN LURIE:

Well, let's set the meeting so that we have it here.

COUNCILMAN LEVY:

Not in this room.

COUNCILMAN LURIE:

No, we'd meet upstairs.

CITY MANAGER HALL:

Eighth floor conference room.

EXCERPT - CITY COUNCIL MEETING - OCTOBER 17, 1984

0038

IV(a) ADMINISTRATIVE AGENDA

C. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION REGARDING A JOINT CITY/COUNTY
SUBCOMMITTEE TO DISCUSS MATTERS OF MUTUAL CONCERN.

PAGE 4

COUNCILMAN CHRISTENSEN: The adoption of this resolution doesn't mean that if that meeting date is not adhered to that we lose the whole resolution, does it?

MAYOR BRIARE: Oh, no, no.

COUNCILMAN CHRISTENSEN: Okay, as long as that's understood.

COUNCILMAN LURIE: Why don't you see if you can set it up in their conference room on the fifth floor.

MAYOR BRIARE: Did you move for the adoption?

COUNCILMAN LURIE: Yes, Mayor.

MAYOR BRIARE: Did you also include a condition that one of the members of the County side has to be County Commissioner Paul Christensen? No comment on that?

COUNCILMAN CHRISTENSEN: Mayor, don't jump the gun.

MAYOR BRIARE: Cast your votes. Post. The motion's approved. (Motion carried unanimously with Nolen excused)

CITY MANAGER HALL: Might indicate as well, City Clerk, that this needs to be properly noted.

COUNCILMAN LEVY: After it's agreed to.

END OF EXCERPT

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 3, 1984TO:
The City CouncilFROM: ASHLEY HALL
CITY MANAGER

0039

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE SALE OF WOODLAWN CEMETERY

PURPOSE/BACKGROUND

In accord with the City's policy to seek ways and means of providing better delivery of service, at less cost to the taxpayers through privatization, staff has been evaluating ways and means to avoid the continual general fund impact due to the operational costs of the cemetery.

Although several firms had indicated an interest in submitting a proposal for the purchase of Woodlawn Cemetery, only one proposal was received which was from Bunkers Eden Vale, Inc. This firm, which is headquartered in San Diego, owns and operates the former Bunker Brothers Mortuary and Cemetery and also several other mortuaries and cemeteries throughout the country. The sales agreement requires that the property be used for cemetery purposes or reversion will be automatic. Furthermore, the company must place an additional \$100,000 in the Endowment Care Trust Fund. The purchaser must make application to the Nevada Department of Commerce, Insurance Division for an operator's certificate under NRS 452. The operation of a cemetery under this Statute sets forth the amount of money that must be put into the Endowment Care Fund for each plot and governs the protection of the Endowment Care Fund.

If the Council decides the sale of the cemetery is in the best interests of the City, an action should be taken indicating that the bidder should make application for an operator's certificate under NRS 452. Then the item could be brought back for final action after the operator's certificate is acquired, or you could simply approve the sale to Bunkers Eden Vale, Inc. subject to obtaining the necessary State certification.

In addition to the approximately \$100,000 for the Endowment Care Trust Fund, the bidder has offered \$40,000 to the City. The big financial advantage to the City is the savings of approximately \$150,000 to \$200,000 annually, which is what it has cost the City over the years to operate the cemetery above and beyond the income received therefrom.

- FISCAL IMPACT
- (1) \$100,000 addition to the Endowment Care Trust Fund
 - (2) \$40,000 cash
 - (3) \$150,000 to \$200,000 annual savings

RECOMMENDATIONS City Manager recommends that the City accept the proposal of Bunkers Eden Vale, Inc., subject to all of the conditions contained in the invitation to bid.

Agenda Item

IV.(a). D

INTER-OFFICE MEMORANDUM

April 4, 1984

ASHLEY HALL
CITY MANAGER

FROM:

DON J. SAYLOR
DEPUTY CITY MANAGER

0040

SUBJECT:

CEMETERY

COPIES TO:

Starting in 1914, over a period of years until 1943, the City purchased land from the Las Vegas Land and Water Company for utilization as a cemetery which ultimately totaled 45 acres. Of that 45 acres, approximately 18 acres remains undeveloped. Through the years we have established an Endowment Care Fund which amounts to approximately \$500,000. Revenue from the Endowment Care Fund is used to pay for maintenance; however, it falls far short of achieving that purpose, and it does not appear that we can operate the cemetery on a self-supporting basis due to our high maintenance cost and due to the fact that the Endowment Care Fund is not of sufficient size to produce enough income to offset our operating losses.

Somewhat parallel to the golf course situation, we evaluated ways in which we might reach a break-even point, and it was concluded by myself and my committee that we should attempt to sell the cemetery obligating the new owner to provide maintenance on the entire cemetery in perpetuity. We have discussed this matter with one of the large firms that is in the business and which operates the Bunker Mortuary in addition to many other cemetery operations throughout the country. After several meetings, they submitted an offer essentially to the effect that they would pay us \$100,000 which would go into the Endowment Care Fund and in return they would receive ownership of the entire cemetery which means that they could develop the remaining 18 acres for cemetery purposes, but at the same time would be responsible for the maintenance of the entire cemetery at no cost to the City in perpetuity.

We have had an opinion from the City Attorney's Office to the effect that we could not sell the undeveloped portion of the property for any purpose other than cemetery uses; therefore, the value of the property must be predicated upon it being used as a cemetery. By selling the entire cemetery including the undeveloped 18 acres for a relatively nominal figure, it would eliminate an annual loss factor incurred by the City which has averaged \$126,900 per year from 1978 through 1982, culminating in a high of \$200,000 in 1982. It is logical to assume that the annual loss will continue to increase annually. It is true that the loss figure in 1983 was substantially less; however, this was due to the situation wherein we had a mortuary in the City which did not have a cemetery and, therefore, they had to buy lots from us. However, they now have acquired their own cemetery.

Ashley Hall

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Re: Cemetery

0041

One question that might arise is what happens if the company we sell the cemetery to should go out of business for some reason. Would the City then be back in the business of having to maintain the cemetery? Adequate protection is provided through an escrow type of arrangement wherein funds must be put into a depository for that express purpose. This would include the moneys we already have in the Endowment Care Fund together with whatever we would receive from the sale plus so much per burial which would be provided by the new owner.

Staff requests permission to pursue this further by getting permission from the Council to send out RFP's.

DJS:kt

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IV(a) - A. DISCUSSION & POSSIBLE ACTION ON THE SALE OF WOODLAWN CEMETERY.

Page 1

- MAYOR PRO-TEM: We'll go to Page No. 9, Administrative Agenda. Item A is discussion and possible action on the sale of Woodlawn Cemetery. Ashley.
- CITY MANAGER HALL: As you're aware, Mayor Pro-Tem and Council Members, the City is, or has been in the process of privatization of those services that we can in the City, the City Cemetery being one of those services. The staff has evaluated ways of saving money and with that in mind we have proposed to sell Woodlawn Cemetery. There has been one company that has come forward in response to our proposal and that is Bunker's Eden Vale, the same people that own the Bunker Eden Vale here in Las Vegas. The company is willing to put into the endowment care trust fund \$100,000. They will cash the City out for \$40,000 and that will save the City in our annual maintenance and operational costs about \$200,000, and it is the recommendation of the City Manager that we accept the proposal -- or the offer of Bunker Eden Vale, Inc. and allow them to proceed.
- COUNCILMAN LEVY: I'd like to have a little more discussion on this thing. I don't know the people we're dealing with and I guess that's kind of important when you get into a delicate situation if I knew the previous owners. I just would like to hold this, if we may, for another two weeks until we have an opportunity to discuss it. There's some questions I'd like to ask -- controls and prices and everything else. Mr. Mayor Pro-Tem, if you have no objections --
- MAYOR PRO-TEM LURIE: Is there a reason why this couldn't be referred to the Real Estate Committee to meet with the individuals and bring back a recommendation.
- CITY MANAGER HALL: No, there's no reason. If you'd like to do that, fine. I think -- this is not a finalization. The Eden Vale people must apply to the Department of Commerce in the State of Nevada for a permit. Subject to that, the Real Estate Committee can look at it, ask the questions they need to ask and get the responsible answers.
- MAYOR PRO-TEM LURIE: Okay. I believe the gentleman there -- Mr. Mooney, would you like to have a comment on this item?
- WILLIAM MOONEY: Yes, sir, I would.
- MAYOR PRO-TEM LURIE: Okay. Would you state your name and address for us.
- WILLIAM MOONEY: I'm William Mooney. I live at 1809 Demetrius 89101. I think the City Council should study this hard. This is going to put a lot of the senior citizens and people that are low income people and the middle income people --

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WILLIAM MOONEY:

they're going to be locked into a commercial concern. If they build in protection on prices and things as they're presently -- the way the City runs it, that would be good. It is a perpetual care cemetery and I know it cost the City a lot of money. There are a lot of citizens there. Their records go back at least 70 years. There's a lot of history. Probably, I think a lot of the oldtimers buried there are people who built Las Vegas and this town. There's a lot of older people who can't afford these high commercial prices and price around and see what they would charge. I've done it. And they'll find out that that's all they really could afford and when some of them are practically having to eat cat food, it's going to be a little difficult for them.

COUNCILMAN LEVY:

Sir, that's where I'm coming from. Also, I think there's some commitments the City has made in the past. I want to make sure they're covered too.

WILLIAM MOONEY:

Right. I have people buried there. I believe I have a contract with the City for perpetual care -- not with Bunker's. I'm not so sure that they are all that qualified. I have here a photograph I made of one of their crypts, their mausoleums. I made this yesterday afternoon. If they take that, are they going to build a bunch of crypts? There's about 10 acres of empty space there. Here's a photograph. Either their special cases were bad or the building inspector didn't do his homework, but I'd like to leave with the Council a photograph showing body fluid seeping out of one of the crypts.

COUNCILMAN LURIE:

Thank you, Mr. Mooney.

WILLIAM MOONEY:

This is distasteful to see and may be unsanitary.

COUNCILMAN LEVY:

I'd like -- when we have the meeting with the Real Estate Committee, would you please notify this gentleman to let him know about that meeting.

CITY CLERK HAWLEY:

(Indicates affirmatively.)

MAYOR PRO-TEM LURIE:

Thank you for your comments, and I believe the Board has quite a few questions concerning this because it's the type of an item that you're just not going to arbitrarily pass on because the City does have some commitments and there are some price advantages by the City having it, and one of the reasons that we're looking to lease that cemetery is because the cemetery is a liability and if we can find a better way to operate it where it doesn't cost the City a lot of money, then we're going

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MAYOR PRO-TEM LURIE: to look at that, but there are a lot of questions that I do have also. So, Al, we both serve on the Real Estate Committee. We'll hold this item and this item will be heard at the time that we have Recommending Committee.

COUNCILMAN LEVY: A week from Monday?

MAYOR PRO-TEM LURIE: A week from Monday at 4 o'clock in the City Manager's Conference Room, and then we'll bring it back on the Agenda of the 17th, if that's sufficient time to make recommendation, or we might wait until November, but I think we can put it back on on the 17th. In the meantime, I'd like also for staff to prepare any additional information they have concerning this proposal and meet with the Real Estate Committee.

CITY MANAGER HALL: That will be prepared.

COUNCILMAN NOLEN: Can we do a public announcement on this?

MAYOR PRO-TEM LURIE: Those are posted. It is a public meeting.

COUNCILMAN NOLEN: Maybe we can get some public service announcement type thing that would let the people know, because a lot of times those announcements are just little small things that people really don't know what they mean.

CITY CLERK HAWLEY: I could place an ad in the paper if you so desire.

COUNCILMAN NOLEN: Can we get that done in a public service manner?

MAYOR PRO-TEM LURIE: No, you have to pay for it.

COUNCILMAN LEVY: In other words, until we ask a bunch of questions, how we're going to protect our citizens.

COUNCILMAN NOLEN: I'm just saying I've had a lot of questions presented to me about this.

COUNCILMAN LEVY: Well, sure, and I would suggest you be there at 4 o'clock.

COUNCILMAN NOLEN: Oh, I'll be there.

MAYOR PRO-TEM LURIE: Just put in on, post it, and make sure that the announcement gets in the newspaper.

(END OF DISCUSSION ON THIS ITEM.)

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D. DISCUSSION AND POSSIBLE ACTION ON THE SALE OF THE WOODLAWN CEMETERY. PAGE 1

MAYOR BRIARE:

The next item, Mr. Hall.

CITY MANAGER HALL:

Item Number D is discussion and possible action on the sale of Woodlawn Cemetery. Mr. Saylor.

DEPUTY CITY MGR. SAYLOR:

I have no further comments unless the members of the Council --

MAYOR BRIARE:

We have a recommendation from the Committee following a hearing Monday afternoon. I don't know which of you two were the chairman.

COUNCILMAN LEVY:

I was the chairman.

MAYOR BRIARE:

Mr. Levy was chairman. Would you, for the record, indicate what the recommendation is.

COUNCILMAN LEVY:

Yes. The recommendation was to withdraw our proposal and to continue to operate Woodlawn Cemetery. I think everybody was there. They heard the discussion. I don't know how much longer -- I see some of the participants are still here.

MAYOR BRIARE:

It's also a matter of record.

COUNCILMAN LEVY:

Right.

MAYOR BRIARE:

Is there anything additional to be added by anyone on this matter? Are you going to move for the adoption of your recommendation?

COUNCILMAN CHRISTENSEN:

I'd like to ask one question, Mayor.

MAYOR BRIARE:

Councilman Christensen.

COUNCILMAN CHRISTENSEN:

I sat through most of that hearing myself and I wonder if everyone has a real clear understanding of what the recommendation was because I sense that people felt that if that cemetery was sold they'd no longer be able to use it and that's not what the recommendation of the Manager's office was and that wasn't what the recommendation of the Citizens Review Committee was and, of course, the thing -- it comes right back down to the same old question of how much you can afford to do to subsidize some groups. Now if we have to have a cemetery for indigents or something like that -- I don't think that's ever been brought out whether or not that's covered and how it's covered and so forth and whether we have to subsidize this cemetery for the use of

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COUNCILMAN CHRISTENSEN:

everyone in this valley, then the subsidy should be spread over everyone in this valley and if that be the case, then maybe what we should do is recommend that this cemetery become a area wide cemetery in charge of all the governments -- some of the subsidy. I'm just trying to think of it as strictly a business viewpoint because it's difficult when we have the only cemetery that's publicly owned in the whole valley and I think you and I discussed that once in jest about people being buried in that cemetery; but I noticed one of the protestors even, does not live in the city limits of Las Vegas and, therefore, the taxes don't go for the subsidy and I wonder how many other people are in that same box and don't even realize it. That's why I wondered how much education has been done on this project.

COUNCILMAN LEVY:

Paul, that's all good and I understand that, but the only way we're going to accomplish some of this is by continuing to own it and I would certainly --

COUNCILMAN CHRISTENSEN:

Accomplish what by continuing to own it, that's what I wanted to know?

COUNCILMAN LEVY:

We could accomplish the spreading, maybe some of the negative to all the other government agencies if that's what's necessary. I just feel that we're -- need to put more money in the endowment and I think we're going to work with next year's budget to put some more money in that endowment trust fund since we never put any in it for about the first 60 years that we operated the cemetery and that's probably why we're such a negative. We need to put some cash in there and I think once we do that, we can certainly, if necessary, raise our fees a few dollars; but only by us controlling our fees, we're basically through competition, keeping the rates down amongst the other cemeteries. I think we certainly have a foot in that door. I just feel at this time, I don't think --

COUNCILMAN CHRISTENSEN:

Don't the other cemeteries have a foot in the same door?

COUNCILMAN LEVY:

But they have their own facilities.

COUNCILMAN CHRISTENSEN:

Now in the real estate business, the government doesn't have to get in the real estate business to insure competition in the real estate business.

COUNCILMAN LEVY:

Well there's not just a few cemeteries in town. These people, if they take over this facility, then we could have a monopoly.

COUNCILMAN CHRISTENSEN:

Are you suggesting then that we increase the rates to make this cemetery self-supporting?

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COUNCILMAN LEVY: Somewhat.

COUNCILMAN CHRISTENSEN: How much is somewhat?

COUNCILMAN LEVY: I don't know. Mr. Saylor, have you --

COUNCILMAN LURIE: What you have to do is get the rates and find out what the private sector charges and find out what we charge and you're going to have to see what rates would have to be increased.

COUNCILMAN LEVY: I can tell you --

DEPUTY CITY MGR. SAYLOR: We have that information available if you'd like to --

COUNCILMAN LEVY: We're the cheapest. We're the cheapest and we have raised our rates last year. We are also growing trees over there for -- not for the cemetery, but for our parks and recreation. We're doing other things of this nature. Isn't that correct, Mr. Saylor?

COUNCILMAN CHRISTENSEN: Well, don't we have the numbers to put on that? That's not part of the numbers. We should have those numbers.

MAYOR BRIARE: At the public hearing that was held before the sub-committee, I don't know if there are any representatives of the Bunker Eden Vale Company -- were they here Monday?

COUNCILMAN LEVY: Yes.

MAYOR BRIARE: Are they here today? I wonder if -- would you, sir, wish to make any comment on the matter that's before us and that is the recommendation of the Committee because this may or may not be the last chance you have? You also were the sole bidder on the proposition that was put out by the City.

KEN SAGE: My name is Ken Sage. I'm General Manager of Bunker Eden Vale Cemetery, Mortuary and also a member of -- we were in fact the only bid. There seems to be some discussion about prices, whether there would be an increase, and we really don't know that. We have an operating budget of the cemetery -- regarding a similar cemetery, but really at this point in time, I'll have to be perfectly honest with you, the cemetery -- the City's cemetery has been running in the red.

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KEN SAGE: Whether we will have to raise prices or maybe just to change the management -- because of our cemetery, Eden Vale, down the street, we would be able to incorporate a lot of our staff and a lot of the accounting procedures that you are duplicating, which are pretty much the same as ours. So we can't guarantee there will be no increase and apply -- the City's cemetery on the other hand, maybe because of the combination of our accounting system bringing into our organization, which we have done with other organizations, may not in fact raise the price, but I'm not going to say that there wouldn't be. That would not be a fair statement.

COUNCILMAN LEVY: Our citizens and ourselves would not have anything to say about it.

KEN SAGE: I would say this, being in this business for approximately 15 years, the public has a lot to say to us and we do listen.

COUNCILMAN LEVY: Sir, where were you in business, where?

KEN SAGE: I'm originally from Phoenix, Arizona.

COUNCILMAN LEVY: How long have you been in Las Vegas?

KEN SAGE: Six months. I was born and raised in the Phoenix area, San Diego and now Las Vegas, but in my 15 years, believe me, when we have a complaint we listen.

COUNCILMAN CHRISTENSEN: Does Phoenix have a municipal cemetery?

KEN SAGE: Yes. Well, when I say that -- they have one that is operated by the Masonic Lodge which we -- has been considered a municipal cemetery.

COUNCILMAN CHRISTENSEN: Well does the City fund it or the Masonic Lodge?

KEN SAGE: The Masonic Lodge.

COUNCILMAN CHRISTENSEN: Then the City of Phoenix doesn't have a cemetery that they fund?

KEN SAGE: No, they do not have a cemetery they fund. Basically, I think, it has not been profitable for municipal government over the years and they've tried to get out of the business of being in the cemetery business.

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MAYOR BRIARE:

Mr. Hall, in the request for bids, were there ground rules spelled out as to how the successful bidder would conduct business from thereon?

CITY MANAGER HALL:

Mr. Pilkington.

DAN PILKINGTON:

I'm going to have to ask Mr. Parks to come up. He is the author of the document and knows it better than anyone in the City.

MAYOR BRIARE:

Mr. Parks.

ED PARKS:

Mayor and Councilmen, yes.

MAYOR BRIARE:

There were ground rules?

ED PARKS:

There were some very very explicit -- they must operate under the auspices of Chapter 452, NRS Statutes and --

COUNCILMAN LEVY:

What does that say?

ED PARKS:

It requires them to place in trust, in the same kind of trust fund we have, the necessary amounts of monies established by the Insurance Division of the State of Nevada.

COUNCILMAN LEVY:

I'm not sure that's exactly what the -- is that where you're coming from?

MAYOR BRIARE:

Well, I was -- that, of course, is extremely important, but there was also a matter of subsidies that would go to the private enterprise in the form of indigent burials and I don't know whether there was any provision in there because, see the County has to get in -- pardon me.

COUNCILMAN LEVY:

The County takes care of indigents.

DEPUTY CITY MGR. SAYLOR:

The County pays the City for indigent burials.

MAYOR BRIARE:

I understand and they always have, but there would be a provision, I presume, because I don't read all the documents when they go out to bid, but I'm presuming certain things. I'm presuming one thing, the fact that we only had one bidder maybe it's not as good a deal as I originally thought it would be for the City, but it still sounds good. So maybe that's why. Maybe you had requirements in there, certain minimum requirements that nobody else wanted except Bunker Eden Vale.

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ED PARKS: To address your question concerning the funding for indigents, that would be part of the negotiated agreement -- final sale agreement.

COUNCILMAN LEVY: Well, not for us.

MAYOR BRIARE: Well, you can't negotiate it when you're dealing with the only game in town.

COUNCILMAN LEVY: The County doesn't take all the indigents to our place now. They take them all over, isn't that correct?

MAYOR BRIARE: Right.

COUNCILMAN LEVY: Sure. They take them all over.

MAYOR BRIARE: Okay.

COUNCILMAN LEVY: So that really that's not the -- all I'm saying is that if we lose control and we have a set fee -- this gentleman and all the other mortuaries, not only Bunker, but all of them have to take that in consideration when they're pricing theirs -- their fees and they bury people in our facility all the time, but they have to keep control. Probably one of the reasons we're not getting the use, because we're -- in our facility, is maybe in some other areas, is because in most areas these gentlemen are not in the cemetery business. There's just a few cities that the cemetery is actually the mortuary -- the morticians are in the cemetery business.

COUNCILMAN CHRISTENSEN: I think it's most cities.

COUNCILMAN LEVY: It's wrong.

COUNCILMAN CHRISTENSEN: I think most cities are left with less cemeteries.

COUNCILMAN LEVY: That's not true. They are not allowed to be in both businesses. Isn't that correct, sir?

KEN SAGE: No, we are involved in basically every state, every state in the union, in the United States.

COUNCILMAN LEVY: You're in both in the cemetery and the mortuary?

KEN SAGE: That's correct.

COUNCILMAN LEVY: I was told differently.

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KEN SAGE:

We are involved in California, New York, all over the country in cemeteries.

COUNCILMAN CHRISTENSEN:

Well, I think we did some research on that and found that there were very few cities that large that have cemeteries. It's a non-profitable expensive operation, isn't that true, Mr. Saylor?

DEPUTY CITY MGR. SAYLOR:

Exactly, right.

COUNCILMAN LEVY:

It doesn't have to be.

DEPUTY CITY MGR. SAYLOR:

Well, there's two or three factors involved, Councilman Levy. If we raised the cost of the lot, then we're not competitive and we found out in the past, every time we've raised our sale of lots has gone down.

COUNCILMAN LEVY:

What about the indigent? What about -- isn't our endowment fund the reason we're having our problems?

DEPUTY CITY MGR. SAYLOR:

Well, there is not enough money in the endowment fund to provide the necessary income to offset our loss factor which is about 30% of the operation. In other words, yes, if the endowment fund was much larger and produced that income each year, then we would not have to go to the general fund to make up the difference, but how do you -- you know you have two, essentially two ways of building up the endowment fund, either putting a big chunk of cash in it or by a certain percent of each lot say, but if you're going to do it that way, then obviously you got to sell quite a few lots to build that fund up and you're absolutely right, we did not, and I wasn't here, in the beginning when we started up the cemetery there wasn't enough thought given to that endowment fund. Plus the third factor, I think again, is another case of where municipal government cannot run an operation as efficiently and cheaply has private industry.

COUNCILMAN LEVY:

I notice that we have our whole -- the whole area that is unused at the moment is all planted in trees. If you go out to his facility, you won't find that to be the case. His facility is only planted in trees where they're using the facility or maybe six months to a year ahead of time. That's probably some of our problems, but I at this time, I just cannot see us without at least having some more study going this route and I would certainly continue to follow the recommendations that our committee made at -- last Monday that we reject all bids and if you want to tag on there that we go into a further study

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COUNCILMAN LEVY:

that's fine, but at this time, I'm certainly not wanting to sell this facility.

COUNCILMAN LURIE:

I have to agree with you, Al. I think that we're maybe premature in going out and bidding for the sale of the cemetery. I know that the City has been very responsible in looking at ways to work on programs that we're losing money to bring them up to a break even point. I think we've done that with the City garages, with the golf course, with our softball program and I think that we have to also look at ways with the cemetery. I think we're premature in going out with this bid and I'd like to see the staff and the City Advisory Committee with the citizens to get together again and see if they can't sit down and work out some other programs to bring back to us where we can possibly look at raising some of the fees to work on a break even point. I know we might not be able to get to that point, but at least we can offset some of our expenses and I think that's what the voters demanding us to do at the last election is to look for more efficient ways to operate and I think we have to do that.

MAYOR BRIARE:

In the even that -- did you have anything else you wanted to say, sir?

KEN SAGE:

No.

MAYOR BRIARE:

Thank you very much. Thank you, Mr. Parks. If there were -- I think it's inevitable that in order to get out of the subsidizing of Woodlawn Cemetery, that's it's going to be necessary that somebody raises fees, whether it be the City that raises the fees or whether it be private enterprise that raises the fees and when you raise the fees at the cemetery, of course, only the users are paying for the cemetery, which, of course, is the way it is in private enterprise. If you're not going to raise the fees and you use general tax money to pay, then everybody is participating in the cost of Woodlawn Cemetery and I guess the question goes back to the very basic -- is this a service that the City and cities throughout the country, I guess, some have made the decision and some will make it also in the future, is this a business that the City wants to be in and I don't disagree with any of your comments, Councilman Levy. I don't disagree with any of Councilman Lurie's discussion on it and I don't think that either one of you plan to discount forever the possibility of going and perhaps turning the cemetery operation over to private enterprise. So whether you do it now or

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MAYOR BRIARE: whether you do it later, we're still faced with the same problems.

COUNCILMAN LEVY: Mayor, it sounds like you've really been considering this. Of course, you being much older than Councilman Lurie and myself, you probably have.

MAYOR BRIARE: I'm going to need it sooner than you guys are.

COUNCILMAN LEVY: I think that -- unless somebody else has something --

MAYOR BRIARE: Go ahead.

COUNCILMAN LEVY: I'd like to make this recommendation. I'LL MAKE THAT WE FOLLOW THE RECOMMENDATIONS OF OUR RECOMMENDING COMMITTEE AND REJECT ALL BIDS AND THAT -- BUT I WILL ADD THAT WE SHOULD DEFINITELY GO INTO A FURTHER STUDY AND SEE WHAT WE CAN DO ABOUT MEETING THIS DEFICIT.

MAYOR BRIARE: Alright, on the motion --

COUNCILMAN CHRISTENSEN: I have no problem voting for your motion, Councilman Levy --

COUNCILMAN LEVY: Good.

COUNCILMAN CHRISSETENSEN: -- because I agree with you, but I think we should take a long look and I think when we come up with some of the research, we really should look at it. I'm absolutely surprised that nobody realizes that we're one of the few cities of our size that has a cemetery. I mean, that information was made available to me along with the rest of it.

COUNCILMAN LEVY: I'm not disagreeing, but all I said is, "in most cities, the cemetery operator does not have the mortuary and vice versus.

COUNCILMAN CHRISTENSEN: Well, I think we can clarify that because I think you're in error. I think most cities do not have a municipal cemetery after they get past the population of about 25,000 or so because it is not profitable.

COUNCILMAN LEVY: One has nothing to do -- that is not my statement I made.

COUNCILMAN CHRISTENSEN: Nevertheless, I think you've got to look down the line because there's going to come a time when keep filling the cemetery, the cemetery is going to be full and you're going to be looking at some pretty expensive land to expand on. Some day you're going

EXCERPT - CITY COUNCIL MEETING - OCTOBER 17, 1984

0054

IV(a) ADMINISTRATIVE AGENDA

D. DISCUSSION AND POSSIBLE ACTION ON THE SALE OF THE WOODLAWN CEMETERY. PAGE 10

COUNCILMAN CHRISTENSEN: to have to end it whether you like it or not.

COUNCILMAN LEVY: We have -- how many acres?

COUNCILMAN LURIE: We have a lot of room there.

DEPUTY CITY MGR. SAYLOR: Eighty at all together.

COUNCILMAN LEVY: How many do we have unused, approximately?

DEPUTY CITY MGR. SAYLOR: About 35.

COUNCILMAN LEVY: Thirty-five acres. That's 1400 to the acre.

COUNCILMAN CHRISTENSEN: You have less than half unused and the town's growing faster and faster and you can't just consider the growth of Las Vegas, you have to consider the growth of the whole County because anybody can come and be put in that cemetery or anybody that ever lived here can come back and be put in that cemetery or anybody that never lived here can come back and be put in that cemetery. So you could conceivably bring people into that cemetery from all over the world with no problem.

MAYOR BRIARE: Before the vote is taken, Mr. Hall, would you indicate to the Council any reasons why other local or national burial service organization did not submit a bid.

CITY MANAGER HALL: The information was sent out to --

DEPUTY CITY MGR. SAYLOR: All of the local mortuaries.

CITY MANAGER HALL: -- all of the local mortuaries and we only received one response.

MAYOR BRIARE: But you made an inquiry as to why?

CITY MANAGER HALL: We, you know, most everyone that we talked to in the other mortuaries already had their cemetery and their mortuary and they just were not interested.

MAYOR BRIARE: Are there any comments -- excuse me.

COUNCILMAN LEVY: Palm does too.

MAYOR BRIARE: Any comments or further questions?

EXCERPT - CITY COUNCIL MEETING - OCTOBER 17, 1984

0055

IV(a) ADMINISTRATIVE AGENDA

D. DISCUSSION AND POSSIBLE ACTION ON THE SALE OF THE WOODLAWN CEMETERY. PAGE 11

COUNCILMAN CHRISTENSEN: I'd like to have clarified the committee's recommendation that they look further into it. What do you mean by looking further into it?

COUNCILMAN LEVY: To direct staff to --

COUNCILMAN CHRISTENSEN: Are you talking about raising the rates to put it on a paying basis or are you talking about what?

COUNCILMAN LEVY: All suggestions. Maybe raising rates to put it on a paying basis if it's feasible. Look and see how we can put more money in the endowment fund if necessary and see what other cities are doing who are in the business.

COUNCILMAN LURIE: We could also recommend that we give it to the County. They use it more than we do.

COUNCILMAN LEVY: They're paying for it.

COUNCILMAN LURIE: I know, but they might want to take it over.

COUNCILMAN CHRISTENSEN: They're not either paying for it if we're paying -- If we're picking up 30% of the cost as a subsidy out of the general fund, then whoever's going in there is not paying for it.

COUNCILMAN LEVY: Well, when you get over there, you'll help us.

MAYOR BRIARE: Are you ready for the vote? Cast your votes. Post. The motion's APPROVED. (Motion carried with Briare voting "no" and Nolen excused)

END OF EXCERPT

AGENDA*City of Las Vegas*

October 17, 1984

0056

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

E. DISCUSSION AND POSSIBLE ACTION ON THE
CITY OF LAS VEGAS TRAFFIC SIGNALIZA-
TION SYSTEM.

STRICKEN FROM
AGENDA

F. DISCUSSION AND POSSIBLE ACTION REGARD-
ING THE CITY OF LAS VEGAS STREET
OVERLAY PROGRAM.

Lurie -
APPROVED as recom-
mended by staff.
Unanimous
(Nolen excused)

Staff to proceed

059

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 15, 1984

0057

TO:
The City CouncilFROM:
DONALD E. DONOVAN, DIRECTOR
PUBLIC SERVICESSUBJECT:
1984-85 OVERLAY PROGRAM - PROPOSED PROJECTSPURPOSE/BACKGROUND

The City Council previously approved 1984-85 revenue-sharing funds for overlaying certain streets with asphaltic concrete, slurry and crack sealing, and related concrete work. Additional funds are available from the Sanitation Fund for the type of work on streets involved in the City's \$20,500,000 Sanitary Sewer Trunk Line Bond Issue project.

The attached list of projects, with preliminary cost estimates, are proposed to be crack sealed and overlaid with a minimum of two inches of asphaltic concrete.

FISCAL IMPACTSources of Funding:

CLV - 1984-85 Revenue-sharing Funds	\$1,400,000
CLV - 1983-84 Sanitary Sewer Bond Interest	2,250,000
TOTAL	\$3,650,000

RECOMMENDATIONS

It is the recommendation of the Director of Public Services that the City Council approve the attached list of projects and authorize the expenditure of funds not to exceed \$3,650,000 to accomplish their construction.

Agenda Item 10/17/84



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

IV. (a) F

	<u>Bond Issue</u>	<u>Revenue Sharing</u>
1. Oakey - I-15 to Torrey Pines, et al.	\$ 670,000	\$
2. Washington - Mojave Rd. to 18th Street		150,000
3. Alta Drive - Rancho to Campbell		90,000
4. Craigen Park - Valley View & Fulton, et al.		80,000
5. Stewart Ave. - Casino Center to L.V. Blvd.		71,000
6. Municipal Golf Course - Washington Ave. North		17,000
7. Oakey/St. Louis - I-15 to Boulder Hwy.	1,000,000	
8. Jones Blvd. - Hickham to Ann Rd.		157,000
9. Maryland Parkway - Stewart SLY		235,000
	<u>\$1,670,000</u>	<u>\$800,000</u>

0059

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM

Council Action

Department Action

**IV(b) DEPARTMENT OF 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.

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

1. Service and Material Warrants
In the amount of \$4,863,279.48
2. Payroll Warrants
In the amount of \$822,703.15
3. Other Warrants and Investments
In the amount of \$112,104.34

Lurie -
APPROVED Items 1,
2 & 3
Unanimous
(Nolen excused)

Staff to proceed

Clerk directed to proceed with holding a Special Council Meeting on Tuesday, October 23, 1984 at 8 A.M. for special engineering contracts.

APPROVED AGENDA (NEW)

mp Cor

1108

AND SPECIALS MEETINGS

0060

[illegible]

Total Service & Material \$ 4,863,279.48

* Portion of voided Ck# J211063 for \$149,258.69
due Clark County Treasurer.

Total Other: \$ 112,104.34

PAYROLL WARRANTS

No.	THRU	AMT \$	DESCRIPTION:
158914	160617	822,703.15	P/R 10-6-84

Total Payroll \$ 822,703.15

TOTAL NET AMOUNT \$ 5,798,086.97

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


DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED:

CITY MANAGER

On Oct. 17, 1984 The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

ATTN:

0061

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL
& EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

A. AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

1. REPLACEMENTS FOR EXISTING BUDGETED POSITIONS:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Recreation Leader	Parks, Recreation & Senior Citizen Activities	\$1,406- 1,709	General
Computer Operator	Finance & Computer Services	\$1,338- 1,627	General
Secretary I	Finance & Computer Services	\$1,274- 1,548	General
Office Assistant	City Manager	\$1,212- 1,474	General
Office Assistant	Business Activity	\$1,212- 1,474	General
Traffic Engineer	Design & Development	\$2,708- 3,446	General

Lurie -
APPROVED Items 1 &
2 as recommended
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA

mp Com

0062

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL
& EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

2. ESTABLISHMENT OF NEW POSITIONS:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Junior Office Assistant (3)	Municipal Court	\$1,045- 1,271	General

APPROVED
See Page 19

See Page 19

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 10, 1984TO:
The City CouncilFROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

0063

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

PURPOSE/BACKGROUND

Of the 1,629 positions in the City's 1984-85 Fiscal Budget, 17.4% (284 positions) are currently vacant.

The staff is recommending the filling of nine (9) critical positions at this time. Of the nine, six are requests to replace employees who have left the City or moved into a different City job. Three positions are a request to establish new positions in Municipal Court. By adding these three positions, the Court will be able to develop and load the criminal data base, thereby ultimately generating more revenue. Until now, the computer system was not sufficiently far along in development to warrant the criminal data base staff. If approved, the three positions would be placed under the blanket approval passed by the Council July 5, 1984, bringing the number of approved clerical positions in Municipal Court to fifty-seven.

The chart below gives you a summary of our current staffing, as well as showing the nine (9) requests to fill positions.

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	AUTHORIZED POSITIONS	NUMBER FILLED	NUMBER VACANT	FILL EXISTING VACANCIES	FILL NEW POSITIONS	TOTAL REQUESTED
Appointive	156	143	13	1	0	1
Classified	1155	1097	58	5	3	8
Contract	17	14	3	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>292</u>	<u>82</u>	<u>210</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1629	1345	284	6	3	9

FISCAL IMPACT

The six replacements for existing 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. Funds are available in the fiscal year '84-85 budget for the three positions in Municipal Court, and it is expected that increased revenue will be sufficient to cover the cost of the positions within the Court's own budget.

The total dollar savings realized through vacancies thus far in fiscal year 1984-'85 is \$283,609. If the positions that are currently vacant were to remain vacant for the remainder of the fiscal year 1984-'85, the estimated total savings for the year would be \$1,110,641.

RECOMMENDATION

Staff recommends the filling of nine (9) positions indicated above.

RECOMMENDED

Jan Tait
Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV. (c)

0064

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM

Council Action

Department Action

IV(d) DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT, JACK THOMASON, DIRECTOR

109

- A. Request by Sarah Allen Community Development Credit Union to use the remaining balance of 1983-84 Community Development Block Grant funds for continuation of their Community Development Block Grant activity.

Lurie -
APPROVED, subject
to Sarah Allen
Community Credit
Union submitting a
new budget indicating
use of these funds
and same being
approved by Jack
Thomason, Director,
and City Manager.
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM

mp Carr

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 8, 1984

0065

TO:
The City Council

FROM:
MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: REQUEST BY SARAH ALLEN COMMUNITY DEVELOPMENT CREDIT UNION TO USE BALANCE OF 1983-84
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

PURPOSE/BACKGROUND

On September 24, 1984, the Board of Directors of the Sarah Allen Community Development Credit Union addressed a request to the City requesting to utilize the remaining balance from their 1983-84 Community Development Block Grant funds for continuation of the Community Development Block Grant activity. The specific use will be in the areas of operating capital and promotional aids.

Staff will, upon your approval, develop a 1984-85 scope of service and budget on this activity. Approval of this request is hereby sought.

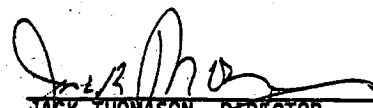
FISCAL IMPACT

\$30,000 (1983-84 entitlement CDBG funds)

\$ 8,000 (1983-84 "Jobs Bill" CDBG funds)

RECOMMENDATIONS

It is the recommendation of the office of the City Manager that this request be approved.


JACK THOMASON, DIRECTOR
DEPARTMENT OF ECONOMIC & URBAN DEVELOPMENT
Agenda Item

IV. (d)

AGENDA*City of Las Vegas*

October 17, 1984

0036
Page 22CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IV (e) DEPARTMENT OF PARKS, RECREATION AND SENIOR
CITIZEN ACTIVITIES - CHRIS STANFILL,
DIRECTORA. Approval for grant request to Nevada
Humanities Committee from Cultural
and Community Affairs DivisionLurie -
APPROVED as recom-
recommended
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM

mp Cole

City of Las Vegas

AGENDA DOCUMENTATION

Date: September 28, 1984

TO: The City Council

FROM: Mike Cook
Deputy City Manager

0067

SUBJECT: Department of Parks, Recreation & Senior Citizen Activities, Cultural & Community Affairs Division requests approval of grant application to Nevada Humanities Committee

PROPOSE/BACKGROUND

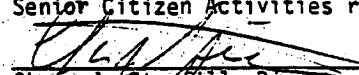
The Cultural & Community Affairs Division of the Department of Parks, Recreation and Senior Citizen Activities has requested permission to apply for a grant from the Nevada Humanities Committee to assist in their presentation of three performances of The British American Theatre Institute's 1985 touring production of Harold Pinter's BETRAYAL which will be performed by members of the Redgrave Theatre of Great Britain. The company members will conduct a week of classes and will also be involved in the three-part lecture series.

SCAL IMPACT

The \$5,000 applied for will supplement programming funds and in-kind services committed to this project. Admissions and tuition fees will further defray costs.

COMMENDATIONS

Department of Parks, Recreation & Senior Citizen Activities recommends approval of this request.


Chris J. Stanfill, Director
Parks, Recreation & Senior Citizen Activities

Agenda Item

IV (e)

NEVADA HUMANITIES COMMITTEE, INC.
GRANT APPLICATION

0068

NHC# _____

Congressional District# _____

A. BASIC INFORMATION

1. Name of organization(s) presenting proposal: _____

Cultural and Community Affairs Division/City of Las Vegas

Street: 749 Veterans Memorial Drive

City: Las Vegas

Zip: 89101

Phone: 386-6511

2. Project Director: Joanne L. Nivison

Address: 749 Veterans Memorial Drive

Phone: 386-6511

Fiscal Agent: Same as above

Address: _____

Phone: _____

Publicity Director: Joan Todd

Phone: 386-6211

3. Category of Application: General XX

Museums and Historical _____

Humanist in the Library _____

Media _____

Planning and Mini-Grants _____

4. Title: HAROLD PINTER: ON FILM - IN PRODUCTION - ON STAGE

5. Brief description of project: A one-week residency of members of the renowned Redgrave Theatre of Great Britain. The residency will include a series of three lecture programs, one week of classes and three performances of Harold Pinter's BETRAYAL.

6. Dates: From January 7, 1985 To January 11, 1985

Location: Charleston Heights Arts Center

Estimated Attendance: 1,200 (performances) 600 (lecture series) 100 (classes)

7. Cost of the Program: NHC Funds: \$5,000.00 G&M: \$1,050.00
In-Kind: _____ Total: \$22,159.00

CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984

8. People involved in the planning and preparation of the proposal:

- | | |
|-----------------------------|--|
| 1. <u>Joanne L. Nivison</u> | 2. <u>Dr. Christopher Hudgins, Ph.D.</u> |
| 3. <u>Brian Strom</u> | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

0069

9. Instruction and/or resource people to be used in the project:

- | | |
|---|---|
| 1. <u>Chris Hudgins - UNLV</u> | 2. <u>Anthony Naylor - Redgrave Theatre</u> |
| 3. <u>Patricia Doyle - Redgrave Theatre</u> | 4. _____ |
| 5. <u>Roger Fox - Redgrave Theatre</u> | 6. _____ |
| 7. <u>Andrew Killian - Redgrave Theatre</u> | 8. _____ |

10. Please indicate if funds for this project have been sought from other sources. YES XX NO _____. If yes, please attach a brief explanation.

A request for a \$500 direct assistance grant from the Nevada State Council on the Arts has been submitted.

11. I certify that, unless otherwise noted, all persons so named have participated in the planning and that program participants have been contacted and have tentatively agreed to participate if the project is funded.

Joanne L. Nivison September 25, 1984
Signature of Project Director/ Date

Joanne L. Nivison September 25, 1984
Signature of Fiscal Agent/Date

Submit 22 copies to the:

Nevada Humanities Committee, Inc.
P. O. Box 8065
Reno, Nevada 89507

B. NARRATIVE

The City of Las Vegas Cultural & Community Affairs Division will present three performances of The British American Theatre Institute's 1985 touring production of Harold Pinter's BETRAYAL which will be performed by members of the Redgrave Theatre of Great Britain. The company members will conduct a week of classes and will also be involved in the three-part lecture series.

The intent of this project is to present an in-depth view of the work of Harold Pinter through the use of the extraordinary resources which have been made available to us.

The major work of Dr. Christopher Hudgins, the academic humanist, has been the study of Harold Pinter. He has just completed a sabbatical leave research project on Harold Pinter's films and during his recent stay in England he interviewed the author in his London home. Dr. Hudgins' list of publications will attest to his status as a foremost authority on the subject.

Harold Pinter is one of the most important and least understood authors operating in the contemporary theatre. The humanist's extensive background in dramatic criticism and literary theory will enable him to place Pinter in an understandable context for our Las Vegas audience. Dr. Hudgins was involved in the selection of the works to be examined and the determination of how the material will be presented. He will attempt to summarize the relationship of Harold Pinter's drama to the theatre of the absurd, expressionism and contemporary psychology. In effect the humanist will strive to show our audience the relevance of Harold Pinter's plays to their own lives. Harold Pinter is perhaps the most important dramatist writing in English today. Like that of any innovative genius, his work is at first baffling. The humanist's role is to make such complex dramatic literature intelligible.

Patricia Doyle's first-hand experience working with Pinter on the original production of BETRAYAL has given her invaluable insight into his approach to his own literature during production.

Roger Fox, whose major area of study in an English university was Harold Pinter, and who has performed as a professional actor in Pinter plays, is equipped to provide yet another view of this complex author.

BIOGRAPHICAL NOTES ON HAROLD PINTER

In 1957, while working as a repertory actor in England, Harold Pinter told a theatre associate an idea he'd had for a short play. He was encouraged to write it; it was subsequently produced with the title THE ROOM, and led to the production of Pinter's first full-length script, THE BIRTHDAY PARTY. Through such a propitious accident did Pinter's writing career begin, bringing to the stage challenging works which have prompted critics to call him "the most important dramatist writing today."

THE BIRTHDAY PARTY was not unanimously praised by critics or understood by audiences. It did gain the attention though of Harold Hobson, the foremost London critic at The Sunday Times, who was willing "to risk whatever reputation I have" to state that Pinter "possesses the most original, disturbing and arresting talent in theatrical London." Despite the poor initial reception of THE BIRTHDAY PARTY, he predicted that Pinter and the play would be heard of again.

Throughout his career, Pinter's works have met with equal measures of controversy and disdain as well as enthusiasm and praise. But Hobson's prediction held true in both instances, with Pinter steadily gaining recognition with his "comedies of menace," and THE BIRTHDAY PARTY capturing a wide viewing audience through a televised production. This relationship with film and television has continued to help Pinter's acceptance as a dramatist, with audiences encountering the styles and idiosyncracies of this distinctive playwright on a much broader scale.

His next full length play was to be his first major critical and popular success. Called THE CARETAKER, it developed around the struggle for power between a slovenly caretaker and two brothers who take him into their home. In 1960 it won the Evening Standard Drama Award, and in 1961 it opened in New York, marking Pinter's first Broadway production.

THE CARETAKER also led to another aspect of Pinter's development: that of screenwriter. THE CARETAKER was transformed into a successful film by director Clive Donner, from an adaptation by Pinter. Pinter then turned to writing screen treatments of other authors' works, resulting in such outstanding film scripts as THE SERVANT, THE LAST TYCOON, and most recently his own BETRAYAL.

0072

THE HOMECOMING, written in 1964, was the play to bring Pinter huge critical acclaim, and to decisively establish his reputation in America. It was followed by equally successful productions of OLD TIMES, NO MAN'S LAND, and BETRAYAL. Each script further established the specific skills and themes that brought the playwright to the forefront of the contemporary theatre: the mood of terror presented in humorous terms, the use of subterfuge and subtext in his character's dialogue, the simultaneous coexistence of extreme realism and of the dream-like, poetic feeling. As scholar Bernard Dukore has said, "Harold Pinter's plays are complex collections of interrelated themes." Those themes, however, are of the most universal and basic types--questions of love and loneliness, menace, communication, and personal verification.

The playwright has continued to strive past his previous accomplishments, delving into more sophisticated dramatic structures. In 1982, this commitment was rewarded by the presentation of a Commonwealth Award for Distinguished Service--an award shared with such previous winners as Agnes DeMille, Lord Lawrence Olivier, and Tennessee Williams, and designed to recognize a "lasting and lifetime contribution to the performing arts." In the case of Harold Pinter, there is every indication this contribution will increase even further in the years to come.

LECTURE SERIES

Pinter: On Film - On Stage - In Production
Charleston Heights Arts Center Theatre, 7:30 p.m.
January 7, 8, and 9, 1985

PINTER ON FILM - THE SERVANT
January 7th, 7:00 p.m.

The filmwork of Harold Pinter can be divided into two categories: filmed versions of his plays, and adaptations for film of other material (short stories and novels). In both instances, Pinter brings to these works an originality and an inventiveness that mark the films and filmed plays as exciting cinema and peculiarly "Pinteresque" creations.

After an opening address on Pinter and his film work, Dr. Hudgins will introduce the film. THE SERVANT is based on a novel by Robin Maugham (the nephew of W. Somerset Maugham) and was directed by Joseph Losey, with whom Pinter developed several other film projects. The film explores the effects of class struggle and psychosexual gamesmanship, as a wealthy young man is gradually reduced to a position of dependence and servitude by his manservant.

0073

Pinter has stated that the novel's chief source of appeal for him was the repeated theme of dominance and subservience. The shifting roles of the upper class gentleman and the butler, who change their stations until the butler has become a dictator in the young man's house, can be viewed in relation to role reversals prominent in Pinter's plays, and the characteristic Pinter humor and dialogue are also evident in the adaptation.

The film gained much of its initial attention because of Pinter's fine adaptation, but it is equally as noteworthy for the direction of Losey, and the outstanding performances of Dirk Bogarde, Edward Fox, and Sarah Miles (with Pinter himself appearing in a small supporting role).

The screening will be followed by a discussion of how *THE SERVANT* like *THE HOMECOMING* uses the image of the house as an escape. The more obvious use of this image in *THE SERVANT* will make the subtle devices of *THE HOMECOMING* more discernable to the audience.

PINTER ON STAGE - THE HOMECOMING
January 8th, 7:00 p.m.

Dr. Hudgins will open the program with a discussion of Pinter's dramatic literature and introduce the filmed version of *THE HOMECOMING*.

THE HOMECOMING was the playwright's third full-length play, and was originally presented by the Royal Shakespeare Company on June 3, 1965. The play went on to win recognition on both sides of the Atlantic, including the Tony Award and the New York Drama Critics Award as Best Play the year it appeared on Broadway, as well as awards for production and cast. In 1973 it was filmed as part of the highly respected American Film Theatre series, with Peter Hall directing many of the original cast members.

In *THE HOMECOMING*, a philosophy professor returns to his London home after a six years absence, bringing with him a wife his working class family has never been informed of. Once in the house, the husband and wife come into conflict with the father, uncle, and two brothers who still live there. The actions and reactions of the various members of the family eventually force the professor to return to his job, leaving his wife to support her new family as the missing matriarchal figure, and ostensibly by becoming a prostitute.

0074

The play has been identified by many critics as Pinter's most representative, best, and most important drama. The unavoidable confrontations and power struggles that charge so much of his work are clearly operating, and in many instances are enhanced by the film treatment. Through excellent photography and the absence of exterior shots, the audience is drawn into the intimacy of Pinter's world, contributing strongly to the dramatic tension of this play about "people being trapped together."

The closing dicussion will include a summary of his world view and prepare for discussion of the technically innovative structure of BETRAYAL.

PINTER IN PRODUCTION - BETRAYAL

January 9th, 7:00 p.m.

Dr. Hudgins will moderate a panel discussion of BETRAYAL, and Pinter in production and performance and how that differs from the text. Structure origins, a broad history and Pinter's career will also be touched upon. Joining Dr. Hudgins will be Patricia Doyle and Roger Fox of the Redgrave Theatre who will be performing in BETRAYAL the following evening.

Both films selected for this series stand as important signposts in the playwright's development--THE SERVANT due to its being the first screenplay of a writer who has contributed outstanding screen adaptations, including THE GO-BETWEEN and THE FRENCH LIEUTENANT'S WOMAN, and THE HOMECOMING because of its pivotal position in Pinter's popularity and reputation. But more importantly, they utilize those themes and techniques that have made the playwright's work uniquely his own, and that have done so much to change the face of contemporary drama.

PERFORMANCES

BETRAYAL

Charleston Heights Arts Center Theatre
8:00 p.m., January 10, 11 and 12, 1985

"Pinter has never written anything simpler, sadder or funnier than BETRAYAL"

John Knoll
Newsweek

First presented by the National Theatre of Great Britain in London on November 15, 1978, BETRAYAL is a play that engages the mind more than the heart. It has been called "a puzzle" but "one that the mind goes back to willingly." The theme is the eternal love triangle and the scenes are played

0075

chronologically in reverse reconstructing the past as the mind might.

The play begins sometime after the conclusion of a love affair and ends at the beginning of the relationship. In the process Pinter deals with every permutation of personal betrayal through the characterizations of the lovers, Emma and Jerry, and Emma's husband Robert.

CLASSES

Reed Whipple Cultural Center
January 7, 8, 9, 10, 11 and 12, 1985

Harold Pinter, Playwright, The First 25 Years - Instructor Roger Fox
Happy Birthday Stanley.....early influences and shades-"The Birthday Party."

Pinter's miniatures.....examines the microcosm of Pinter's revue sketches.

A threatening realism "The Caretaker" is studied.

"Crying In The Wilderness".....the middle class play

The author arrives at Victoria Station.....concentrates on

"Betrayal" and accesses the new directions of "Family Voices."

George Bernard Shaw - Instructor Patricia Doyle

The Man, his theatre and the future.

Discussion and actual acting work on scenes from:

"Philanderer"

"Pygmalion"

"Major Barbara"

"Saint Joan"

"Back to Methusela"

Performing Shakespeare - Instructor Anthony Naylor

How to make Elizabethan verse work for you.

The Stanislavsky technique and Shakespeare.

Iambic pentameter, feminine endings, half lines, end stops.

(All invaluable aids to the actor)

Discover the hidden language of Shakespeare's language.

Some Aspects of Shakespeare's England and Political Structure of Elizabethan England - Instructor Andrew Killian

Stage Combat - Instructor Anthony Naylor

Unarmed Combat

Quarter Staff Technique

Sword Play

Tumbling

0076

Stage Management - Instructor Andrew Killian

A class discussing all areas of career stage management including:
Rehearsal procedures and etiquette.
Queing methods in music and drama.
Control of performances.
Props/coping with the unforeseen.

Stage Crafts - Instructor Roger Fox

Masks.....the actor and his face, real and assumed.
Puppets.....shadow puppets for the modern actor.
Fire-eating.....practical fire-eating for stunning effect.
Staging A Brawl.....everyone fights at once.
Setting The Scene.....putting the stage picture into perspective.

The tour that will bring this program to Las Vegas is a project of The British American Theatre Institute. They have developed one of the most exciting, successful, and unusual theatrical training programs in this country, appealing to and benefitting those interested in the theatre on many levels. The program is designed for the actor, pre-professional and educator as well as those involved in non-professional theatre.

In a unique concept, actors and directors from the fine theatres of Great Britain visit communities to conduct one-week training programs and performances. Classroom training is combined with an opportunity to observe the teachers who are also professional actors as they perform in a British play.

The technique of the British-trained actor is universally acclaimed. Those who participate are given the rare opportunity to work with actors whose theatrical tradition is older than ours, whose language is the same but different, and whose training and experience is broader than that available to most Americans.

The program offers an interesting cultural exchange on several levels: a direct exchange between the British faculty and the American students and the experience of applying British training to the American sensibility which promises to be one of the most rewarding aspects of the program.

Although this program will be of particular interest and value to students of English literature and drama, the general theatre going public's understanding and appreciation of dramatic literature will be greatly enhanced.

The lectures and the play are appropriate for older students and adults while the broad range of classes will benefit students of dramatic literature, stagecrafts and acting of all ages.

0077

For my own purposes, I intend to invite the audiences to submit their written comments at the close of the program. I understand that the Committee will appoint an independent evaluator.

This program will be presented by the City of Las Vegas, Cultural and Community Affairs Division which will be providing the bulk of funds and in-kind services.

The \$1,050 listed in the budget under Grants and Matching represents a \$200 gift from Friends of Rainbow Company and a \$500 gift from Friends of Charleston Heights Arts Center.

No admission will be charged for the lecture series. An admission fee will be charged for the performances as well as tuition fees for the classes. This money will be used to partially defray the cost of the project.

0078

C. VITA

ACADEMIC HUMANIST/LECTURER

Christopher C. Hudgins, Ph.D. Acting Chair English Dept. U.N.L.V.
Ph.D. Emory University English 1976

Dissertation: Dance to a Cut-Throat Temper: Audience Response, Identity, and the Mass-Media Influence in the Absurdist Work of Harold Pinter; directed by Prof. Carl E. Bain (deceased)
Field of Specialization: 19th- and 20th-century British and American drama and Continental influences
Secondary Interests: Film studies; 19th-century British and American novel; psychology and literature

Teaching Experience:

University of Nevada, Las Vegas, 9/76-7/82, Asst. Prof.; 8/82 ff. Assoc.

Emory University, 1/74-1/75; 9/71-6/73, Teaching Assistant
Old Dominion University, 9/69-6/71, Instructor

Courses Offered: Composition; Intro. to Fiction; Intro. to Drama; Intro. to Literature; British Survey; American Survey; 19th-century World Drama; Modern British Drama; Modern American Drama; Absurdist Drama; Brechtian Drama; Women in Drama; Contemporary Drama; Film and Literature; British Film; Psychology and Literature; Studies in Genre (drama), graduate level; thesis direction

Those of Dr. Hudgins' publications most pertinent to this project include:

"Inside Out: Filmic Technique and the Theatrical Depiction of a Consciousness in Harold Pinter's Old Times," Genre, 13 (1980), 355-76

"Dance to a Cut-Throat Temper: Harold Pinter's Poetry as Index to Intended Audience Response," Comparative Drama, 12 (1978), 214-32

"'O My Brothers and Only Friends': Stanley Kubrick's A Clockwork Orange and Audience Response Criticism," submitted to Genre, 10/83 (31 pp.)

"Intended Audience Response, The Homecoming, and the 'Ironical Mode of Identification,'" an invited essay for Steven H. Gale's forthcoming collection of essays on Harold Pinter (Fairleigh-Dickenson)

0079

"Dance to a Cut-Throat Temper," selected for a forthcoming collection of the best essays from Comparative Drama

"Pinter People: Animated Adaptation with 'Real' Montage as Index to Intended Audience Response," MLA Convention (New York, 1978)

An invited article, based on his London research, has been completed and will appear in Modern Drama's special March edition on theatre and the media -- "The Basement: Harold Pinter on BBC-TV."

Dr. Hudgins was awarded the following Nevada Humanities Committee grants:

"Working Women: Reflections and Stereotypes," \$6,300, 1983, NHC

"Appalshop's Roadside Theatre in Nevada," a five-performance tour of Southern Nevada, \$10,300, 1981-82, NHC

"Reflections: Evolving Images of the Film Hero," grant narrative, \$3,900, 1980-81, NHC

PANELIST/INSTRUCTOR/ACTOR

Roger Fox was born in Epsom, Surrey, England. He took a degree in Education at the University of Leicester with specialized instruction and areas of study of the works of modern British playwrights, Harold Pinter in particular. He became a professional actor in 1975. He made his first appearance at the Redgrave Theatre at Maxim de Winter in Rebecca and played Lord Brockhurst in The Boyfriend. He created the role of the pirate, John Howell in Live And Be Hanged at the Haymarket Theatre, Leicester, and has been seen on BBC as Charles Posney in Muck and Brass. He has recently played in Stagestruck, School For Scandal, Piaf, Housequest, Oliver, Deep Blue Sea and Betrayal. Mr. Fox also has an extensive background in television and video.

While in Santa Fe in 1984 Roger led a very interesting workshop in The Interpretation of Modern British Playwrights which examined British plays written during the second half of the 20th century, including those of Orton, Pinter and Osborne. With, particular emphasis on the theatre skills needed to interpret these writers.

Roger Fox will play the role of Robert in Betrayal.

PANELIST/INSTRUCTOR/ACTRESS

Patricia Doyle, born in Waterford, England, studied at the RADA (Royal Academy of Dramatic Arts) until 1961. She was

0080

a first-hand colleague of Harold Pinter on the original production of Betrayal at the National Theatre of Great Britain. Patricia co-produced workshops and productions on George Bernard Shaw at the National Theatre of Great Britain. Her repertory work includes a wide variety of leading and supporting roles at Barrow, Dundee, Ipswich, Windsor, Salisbury and Watford. In 1972 she completed a world tour for the Royal Shakespeare Company in Peter Brook's production of A Midsummer Night's Dream. In 1977 she joined The National Theatre of Great Britain for Betrayal, Plunder, Close of Play and The Philanderer. In 1980 she performed a season at The Great Lakes Shakespeare Festival and has done much work developing and directing schools and workshop projects. She was Founder Associate Director of the Geva Theatre, Rochester, New York. Her film work includes Wuthering Heights. Patricia joined the Redgrave Company for Outside Edge, Rebecca, The School For Scandal, A Beckett Bill, Houseguest, Oliver Deep Blue Sea and Betrayal. Ms. Doyle conducted an intensive 5-week workshop on Dramatic Characterization which surveyed the historical evolution of relationships. The seminar embraced the work of such playwrights as Shakespeare, Moliere, Ibsen, Chekhov, Osborne, Shelagh Delaney and Pam Gems. This workshop was in Santa Fe, 1984.

Patricia Doyle will play the role of Emma in Betrayal.

INSTRUCTOR/PRODUCTION MANAGER

Andrew Killian was born in Liverpool and brought up in Dublin. He joined the Dublin Shakespeare Society while at School and took to lighting as the best way to avoid acting. He worked at the Lantern Theatre, Dublin and the Theatre Royal, Drury Lane before going to Belfast to stage manage for the Lyric Players Theatre and later the Ulster Theatre Company. In 1970 Andrew joined the English National Opera (then Sadler Wells Opera) with whom he stayed ten years. During that time he stage managed over 70 operas, both at the London Coliseum and on tour. This was followed by an appointment to the National Theatre, as their Stage Controller. While there he was responsible for the technical running of the three South Bank theatres, and the National's tours, both in the U.K. and overseas.

As a freelance Production Manager since 1982, Andrew has done a number of shows for the Young Vic, and took a tour to India for the British Council. He was the British American Theatre Institute's first Production Manager and did both the 1982 and 1983 seasons. With a developing interest in the educational side of theatre, Andrew became an associate Tutor at the Rose Bruford College of Speech and Drama.

Andrew Killian will manage the production of Betrayal.

0081

INSTRUCTOR/ACTOR

Anthony Naylor completed his course of studies at LAMDA (London Academy of Music & Dramatic Art) in 1971. His theatre work includes repertory at Leeds Playhouse and at both Sheffield theatres - The Playhouse and The Crucible. He completed a season at the 'Vienna's English Theatre' in Austria. He played Freddie Eynsford Hill in John Dexter's production of Pygmalion at the Albery Theatre. Anthony spent four years with the Royal Shakespeare Company in Stratford, London and Newcastle, plus the Henry V tour to New York and major European capitals. In addition to television and film work he is well known as a world-class Fight Director having directed stage fights for the Royal Shakespeare Company's Henry VI and Hamlet.

In addition to his acting skills Mr. Naylor is an experienced director and playwright. His debut as playwright was this summer at the National Theatre of Great Britain.

Mr. Naylor has been commissioned to write his first American play The Albuquerque Kid which will be produced during the British American Theatre Institute's summer '85 conservatory in Santa Fe, New Mexico.

Anthony Naylor will play the role of Jerry in Betrayal.

PROJECT RESEARCHER/PLANNER AND GRANT WRITER/DIRECTOR

Joanne L. Nivison, City of Las Vegas Administrator of Cultural and Community Affairs. The Charleston Heights Arts Center, Reed Whipple Cultural Center, Las Vegas Outreach Program, Rainbow Company Children's Theatre, Las Vegas Civic Ballet Company and Civic Symphony fall under her administration.

PROJECT RESEARCHER

Brian Strom, published playwright, Artistic Coordinator of the Rainbow Company Children's Theatre. Received the Governor's Art Award for Contribution to Literature for 1983.

- D. The City of Las Vegas will serve as fiscal agent for the project.

E. BUDGET

ITEM	NHC FUNDS REQUESTED	LOCAL MATCHING	G&M	TOTAL
a. <u>Personnel</u>				
1. Project Director	-----	800.00		800.00
2. Academic Humanist (Chris Hudgins, UNLV, English Dept.)	300.00	-----		300.00
3. Redgrave Theatre (British American Theatre Institute) Fee for Lecture and Performance	4,000.00	3,950.00	1,050.00	9,000.00
4. British American Theatre Institute (Classes)	-----	4,000.00		4,000.00
5. Publicity Director	-----	800.00		800.00
b. <u>Supplies</u>				
1. Office	-----	100.00		100.00
2. Instructional	-----	-----		-----
3. Tickets	-----	100.00		100.00
c. <u>Communications</u>				
1. Telephone	-----	80.00		80.00
2. Postage	75.00	200.00		275.00
d. <u>Duplicating and Printing</u>				
1. Brochure for lecture series	500.00	400.00		900.00
2. Programs for performances	-----	1,100.00		1,100.00
3. Fliers/Posters		300.00		300.00
e. <u>Promotion</u>				
1. Newspaper	-----	700.00		700.00
2. Television	-----	700.00		700.00
f. <u>Travel</u>				
1. Air	-----	-----		-----
2. Auto	-----	-----		-----
3. Per diem	-----	(included in personnel costs)		-----
g. <u>Other</u>				
1. Technical support	-----	1,000.00		1,000.00
2. House management	-----	500.00		500.00

CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984

51 a6a

0082

ITEM

NHC FUNDS REQUESTED

LOCAL MATCHING G&M

TOTAL

- 3. Facilities Rental
- 4. Film Rentals (2)
- 5. Accounting

125.00
-----954.00
125.00
400.00954.00
250.00
400.00

\$5,000.00

16,209.00

1,050.00

\$22,259.00

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0084

AGENDA*City of Las Vegas*

October 17, 1984

Page 23

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 DIVISION1110 *A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. Vehicle/Equipment Batteries
Department of General Services
2. Expendable Computer Stock Paper
Department of Finance & Computer Services
3. Vehicle/Equipment Tire Repair
Department of General Services
4. Vehicle/Equipment Tires and Tubes
Department of General Services
5. Expendable Veterinary Supplies
Department of Public Services
6. Professional Management Contract
Softball Program
Department of Parks, Recreation &
Senior Citizens Activities

Lurie -
APPROVED Items 1
thru 6
Unanimous
(Nolen excused)

Staff to proceed
John Farrell
appeared on Item
6.

APPROVED AGENDA ITEM

mp Cor

AGENDA DOCUMENTATION

Date: OCTOBER 5, 1984

0085

TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 17, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. <u>BID TITLE:</u>	ANNUAL BATTERY CONTRACT	<u>BID NUMBER:</u>	84.9999.9
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$750.00 UNIT PRICE
		<u>ANNUAL USAGE:</u>	\$21,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	19
<u>FUNDING:</u>	VEHICLE SERVICES	<u>RESPONSES RECEIVED:</u>	5

NEED FOR PURCHASE

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

BID ABSTRACT SUMMARY

			<u>TOTAL UNIT PRICE</u>
A-1 BATTERY	LAS VEGAS	NV	\$708.59
INTERSTATE BATTERY	LAS VEGAS	NV	\$768.75
WHEELER SALES	LAS VEGAS	NV	\$688.66-ONLY BID 17 OF 18 BID ITEMS
CHARLESTON AUTO PARTS	LAS VEGAS	NV	\$784.90-ONLY BID 17 OF 18 BID ITEMS
VEGAS TIRE & ACCESSORIES	LAS VEGAS	NV	\$872.41-ONLY BID 17 OF 18 BID ITEMS

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

A-1 BATTERY	LAS VEGAS	NV	\$ 708.59-TOTAL UNIT PRICE
			\$21,000.00-ESTIMATED ANNUAL USAGE

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.

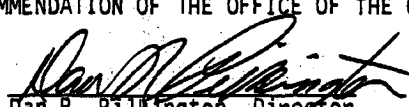
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE VEHICLE SERVICES FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: OCTOBER 5, 1984

0086

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 17, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. <u>BID TITLE:</u>	COMPUTER STOCK PAPER	<u>BID NUMBER:</u>	84.9999.19
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$24,500.00
<u>DEPARTMENT:</u>	FINANCE AND COMPUTER SERVICES	<u>INVITATIONS MAILED:</u>	26
<u>FUNDING:</u>	GENERAL	<u>RESPONSES RECEIVED:</u>	6

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO STOCK VARIOUS SIZES OF COMPUTER PAPER USED IN THE PROGRAMMED COMPUTER OPERATIONS THROUGHOUT THE CITY.

BID ABSTRACT SUMMARY

TAYCO BUSINESS FORMS	LAS VEGAS	NV	\$25,698.43
VANIER GRAPHICS	LAS VEGAS	NV	\$29,283.49
STANDARD REGISTER	LAS VEGAS	NV	\$31,347.28 INCOMPLETE
INFORMATION PRODUCTS	LAS VEGAS	NV	\$30,227.30 INCOMPLETE
ARNOLD CORP.	LAS VEGAS	NV	\$25,541.26 INCOMPLETE
NCR CORP.	LAS VEGAS	NV	\$18,058.07 INCOMPLETE

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

TAYCO BUSINESS FORMS	LAS VEGAS	NV	\$25,698.43
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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 GENERAL FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 2
IV (f)

AGENDA DOCUMENTATION

Date: OCTOBER 5, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

0087

SUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 17, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

3.	<u>BID TITLE:</u>	ANNUAL TIRE REPAIR CONTRACT	<u>BID NUMBER:</u>	84.9999.84
	<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$63.00 UNIT PRICE
			<u>ANNUAL USAGE:</u>	\$25,500.00
	<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	12
	<u>FUNDING:</u>	VEHICLE SERVICES	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE TIRE REPAIR SERVICE FOR THE ENTIRE VEHICLE AND EQUIPMENT FLEET OF THE CITY OF LAS VEGAS. THE DEPARTMENT OF GENERAL SERVICES HAS DETERMINED THAT CONTRACTING THIS SERVICE WITH PRIVATE INDUSTRY HAS A COST/BENEFIT RATIO THAT IS IN FAVOR OF THE CITY.

BID ABSTRACT SUMMARY

SUPERIOR TIRE, INC.	LAS VEGAS	NV	\$62.75 UNIT PRICE (9,500 POINTS)
TED WIENS FIRESTONE	LAS VEGAS	NV	\$63.50 UNIT PRICE (8,600 POINTS)
GENERAL TIRE SERVICE	LAS VEGAS	NV	\$68.50 UNIT PRICE (8,100 POINTS)

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

SUPERIOR TIRE, INC. LAS VEGAS NV \$ 62.75 UNIT PRICE
ESTIMATED ANNUAL USAGE: \$15,500.00

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.

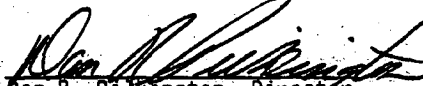
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE VEHICLE SERVICES FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 3
IV (f)

AGENDA DOCUMENTATION

Date: OCTOBER 5, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

0088

SUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 17, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

4. BID TITLE: ANNUAL TIRE AND TUBES BID NUMBER: 84.9999.85
ITEM: EXPENDABLE SUPPLIES ESTIMATE: \$1,430.00 UNIT PRICE
ANNUAL USAGE: \$24,000.00
DEPARTMENT: GENERAL SERVICES INVITATIONS MAILED: 12
FUNDING: VEHICLE SERVICES RESPONSES RECEIVED: 4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE TIRES AND TUBES ON CITY OWNED EQUIPMENT IN SUPPORT OF DAILY OPERATIONS.

BID ABSTRACT SUMMARY

			<u>BID GROUP</u>				
			<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
FLETCHER JONES	LAS VEGAS	NV	\$197.03	\$514.86(P)	NO BID	NO BID	NO BID
SUPERIOR TIRE	LAS VEGAS	NV	\$149.23(P)	\$607.45	\$175.23(P)	\$172.08	\$108.97
GENERAL TIRE	LAS VEGAS	NV	\$204.00	\$560.50(P)	\$181.48(P)	NO BID	\$135.66
CHEM OIL & TIRE	LAS VEGAS	NV	\$213.66	\$748.50	NO BID	NO BID	\$114.78

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

FLETCHER JONES LAS VEGAS NV \$ 197.03 - TOTAL UNIT PRICE - BID GROUP I
 SUPERIOR TIRE LAS VEGAS NV \$1,063.73 - TOTAL UNIT PRICES - BID GROUPS II-V

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 VEHICLE SERVICES FUND.

RECOMMENDATIONS

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

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


 Dan R. Pinkington, Director
 Department of General Services

Agenda Item

SECTION A PAGE 4
IV (f)

AGENDA DOCUMENTATION

Date: OCTOBER 5, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 17, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

5. BID TITLE: CANINE AND FELINE VACCINES BID NUMBER: 85.9997.11
ITEM: EXPENDABLE ESTIMATE: \$26,000.00
 ANNUAL USAGE
DEPARTMENT: PUBLIC SERVICES INVITATIONS MAILED: 8
FUNDING: ANIMAL CONTROL RESPONSES RECEIVED: 4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO VACCINATE ALL DOGS AND CATS ARRIVING AT THE ANIMAL CARE AND CONTROL DIVISION, TO REDUCE INCIDENCE OF DISEASE.

BID ABSTRACT SUMMARY

BURNS VETERINARY SUPPLY	OAKLAND	CA	\$24,320.00
VRI VETERINARY DISTRIBUTORS	VISALIA	CA	\$25,225.00
SHARPE AND VEJAR CO.	VERNON	CA	\$26,180.00
NORDEN LABS	LINCOLN	NE	\$ 960.00 (INCOMPLETE)

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

BURNS VETERINARY SUPPLY	OAKLAND	CA	\$ 9,000.00 BID ITEM NO. 4
VRI VETERINARY DISTRIBUTORS	VISALIA	CA	\$14,575.00
(BID ITEMS 1, 2, AND 3)			

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 ANIMAL CONTROL FUND.

RECOMMENDATIONS

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

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


 Dan R. Pilkington, Director
 Department of General Services

Agenda Item

SECTION A PAGE 5
 IV (f)

AGENDA DOCUMENTATION

Date: OCTOBER 5, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

0090

SUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 17, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

<u>BID TITLE:</u>	PROFESSIONAL MANAGEMENT FOR CITY OF LAS VEGAS SOFTBALL PROGRAM	<u>BID NUMBER:</u>	85.1230.2
<u>ITEM:</u>	PROFESSIONAL SERVICE	<u>ESTIMATE:</u>	NOT APPLICABLE
<u>DEPARTMENT:</u>	RECREATION	<u>INVITATIONS MAILED:</u>	10
<u>FUNDING:</u>	NOT APPLICABLE	<u>RESPONSES RECEIVED:</u>	3

NEED FOR AGREEMENT

THE NEED FOR THIS AGREEMENT IS BASED UPON COUNCIL ACTION OF JANUARY 1984, WHICH DIRECTED STAFF TO SOLICIT PROPOSALS FROM QUALIFIED FIRMS OR INDIVIDUALS TO PROFESSIONALLY MANAGE THE CITY OF LAS VEGAS SOFTBALL PROGRAM.

PROPOSALS RECEIVED

THE CITY RECEIVED THREE (3) PROPOSALS, ALL OF WHICH WERE ACCEPTABLE FOR CONTINUED CONSIDERATION. ALL PROPOSERS WERE INTERVIEWED BY A SEVEN (7) PERSON AD HOC COMMITTEE WHO EVALUATED EACH PROPOSAL BASED ON THE PROPOSER'S QUALIFICATIONS AND EXPERIENCE IN SOFTBALL OPERATION, GROUNDS KEEPING, PROGRAM IMPROVEMENTS, PLAN OF CONTINUED OPERATION, AND MANAGEMENT SKILLS. THE INTERVIEWS RESULTED IN THE RANKING OF THE PROPOSERS IN THE ORDER REFLECTED BELOW.

(1) B.G.I.	LAS VEGAS	NV
(2) JOHN FARRELL	LAS VEGAS	NV
(3) L & M L.V. WORLD SOFTBALL	LAS VEGAS	NV

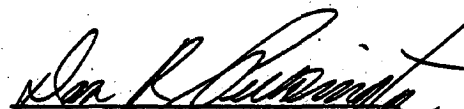
STAFF RECOMMENDATION

GRANT STAFF THE AUTHORITY TO ENTER INTO NEGOTIATIONS WITH B.G.I. IN AN ATTEMPT TO SATISFACTORILY REACH A MUTUAL UNDERSTANDING FOR THE TERMS AND CONDITIONS OF THE FINALIZED AGREEMENT. SHOULD THE CITY AND B.G.I. BE UNABLE TO REACH A MUTUAL UNDERSTANDING PRIOR TO OCTOBER 31, 1984, NEGOTIATIONS SHALL IMMEDIATELY TERMINATE WITH B.G.I. AND NEGOTIATIONS WITH JOHN FARRELL WOULD COMMENCE NOVEMBER 1, 1984. SHOULD THE CITY AND JOHN FARRELL BE UNABLE TO REACH A MUTUAL UNDERSTANDING BY NOVEMBER 9, 1984, NEGOTIATIONS SHALL IMMEDIATELY TERMINATE WITH JOHN FARRELL AND NEGOTIATIONS WITH L & M LAS VEGAS WORLD SOFTBALL WOULD COMMENCE NOVEMBER 13, 1984. SHOULD THE CITY AND L & M LAS VEGAS WORLD SOFTBALL BE UNABLE TO REACH A MUTUAL UNDERSTANDING BY NOVEMBER 20, 1984, NEGOTIATIONS SHALL IMMEDIATELY TERMINATE.

STAFF EXPECTS TO PROVIDE THE COUNCIL WITH A DRAFT AGREEMENT FOR FINAL APPROVAL, NO LATER THAN THE DECEMBER 5, 1984 COUNCIL MEETING.

FISCAL IMPACT

SEE ATTACHED DOCUMENTATION. THE FISCAL IMPACT WILL BE KNOWN WHEN THE DRAFT AGREEMENT IS APPROVED.


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 6
IV (f)

INTER-OFFICE MEMORANDUM

October 10, 1984

0091

TO: Mayor Bill Briare
Councilman Ron Lurie
Councilman Paul Christensen
Councilman Al Levy
Councilman Bob Nolen

FROM: Michael P. Cool
Deputy City Manager

SUBJECT: Softball Contract

COPIES TO: Ashley Hall

Background

The City has recently completed the evaluation of our pilot softball contracting program with Bill Gladding Inc. in anticipation of giving an annual bid on the program. The evaluation of this summer's pilot program has shown the success we had hoped for in the program's operation; specifically, the softball program was well run from the participants' viewpoint and the City was able to fund the pool program from staff dollar savings in the softball staff.

Improvements are needed in the reporting of financial information to City auditors and these requirements were built into the RFP. Also, as we do on the City's golf course contract, we want 5% of the gross returned to the City for improvements to the softball facilities.

Results

Three (3) bids were received and your agenda documentation shows Bill Gladding Inc. as the number one candidate with John Farrell a close second. The evaluations were done as with the golf course contract by a Committee of staff and Recreation Advisory Board members.

Recommendation

Staff enter into contract negotiations with B.G.I. and bring a final document back for Council review and approval by December 5, 1984.

MPC:jae

AGENDA*City of Las Vegas*

0092

Oct. 17, 1984

Page 24

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

*A. RELEASE OF CONTRACT RETENTION

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

1. Bid No.: 84.3550.3
Contractor: Stoddard Building Co., Inc.
For: Renovate building at 300 Las Vegas Boulevard North
- Notice of Completion: September 19, 1984
Release Date: October 24, 1984

Lurie -
APPROVED Items A,
B & C as recommended
Unanimous
(Nolen excused)

Clerk to notify &
Staff to proceed

*B. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Declaration of Utilization
From: Bureau of Land Management
To: City of Las Vegas
For: A portion of the SW-1/4, SW-1/4, Sec. 27, T20S, R60E, M.D.M. for full half-street right of way on West-cliff Drive.

Lurie -
APPROVED Items A,
B & C as recommended
Unanimous
(Nolen excused)

Staff to proceed

APPROVED

ITEM

AGENDA*City of Las Vegas*

0093

Oct. 17, 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)*B. ACCEPTANCE OF RIGHT OF WAY ITEMS
(Continued)

2. Grant Deed

From:

Sunkist Service Company, a Nevada Corporation

To:

City of Las Vegas

For:

A portion of the NW-1/4, SW-1/4, Sec. 23, T20S, R60E, M.D.M. for full half-street right of way on Lake Mead Blvd., west of Torrey Pines Drive (9/18/84)

Lurie -
APPROVED Items A, B, & C as recommended
Unanimous
(Nolen excused)

Staff to proceed

3. Grant Deed

From:

Sherma Converse

To:

City of Las Vegas

For:

A portion of Block 4 of Scotch Eighty Addition (Resubdivision) and a portion of Lot 8 in Block 3 of Scotch Eighty Addition (Resubdivision) for right of way required for Regional Transportation Commission project on Rancho Drive between Oakley Blvd. and Charleston Blvd. (6/4/84) previously recorded October 4, 1984 as Document No. 1961058 in Book No. 2002, Office of the Recorder, Clark County Nevada

APPROVED AGENDA ITEM

MP Cole

AGENDA*City of Las Vegas*

0094

Oct. 17, 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. APPROVAL OF TRAFFIC AND PARKING ITEMS**

Traffic and Parking Commission recommends approval of the following items:

1. Request by V.T.N. for driveway variances at the Citicorp development.

Resolutions to amend Title XI (Traffic) of the City of Las Vegas Municipal Code as follows:

2. Request by Mint Hotel and Casino for a tour bus zone on North First Street.

3. Request by El Cortez Hotel for a taxicab stand on North Sixth Street.

Lurie -
APPROVED Items A,
B, & C as recommended
Unanimous
(Nolen excused)Clerk to notify &
staff to proceed**D. REPORTS/ACTION**

1. Discussion and possible action with respect to hiring Farris Alexander Congdon Architects for City Hall Renovation (professional architectural/engineering consultant services).

ABEYANCE

TO BE HEARD AT
SPECIAL CITY
COUNCIL MEETING
10/23/84 at 8 AM

Note: Principal of Farris Alexander Congdon Architects requested to be in attendance at this special meeting.

APPROVED AGENDA ITEM

mp

City of Las Vegas
AGENDA DOCUMENTATION

Date: October 4, 1984

TO: The City Council

FROM: Michael P. Cool
Deputy City Manager

0095

SUBJECT: REQUEST BY V.T.N. FOR DRIVEWAY VARIANCES AT THE CITICORP DEVELOPMENT

PURPOSE/BACKGROUND

A request has been received from V.T.N. of Nevada, the engineering consultant firm for the Citicorp project, for driveway variances to allow curb returns and driveway widths in excess of 32 feet.

The proposed Citicorp development is located generally west of Durango Road and south of Sahara Avenue. The development's parking lot will have the capacity to park 1800 vehicles. Due to the traffic that will be generated from the development, it is recommended that curb returns be allowed so that ingressing and egressing turning movements will interfere less with traffic on the adjoining major streets. In addition driveway widths in excess of the current City of Las Vegas maximum standard width of 32 feet are needed to accommodate the projected traffic flow to and from the site. Two proposed driveways are 50 feet in width to allow two ingressing and two egressing traffic lanes on-site, which are needed to handle the anticipated traffic generation.

The Traffic and Parking Commission at its regular meeting of September 27, 1984 recommended approval of the driveway variances.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of the driveway variances to allow curb returns and driveways in excess of 32 feet in width at the Citicorp development.

Staff concurs.


THOMAS B. GRAHAM, AICP, RLA
DIRECTOR OF DESIGN AND DEVELOPMENT

Agenda Item 10/17/84

IV (h), C. 1

0096



nevada

2300 PASEO DEL PRADO, BUILDING A, SUITE 100
LAS VEGAS, NEVADA 89102 PHONE: (702) 873-7550

September 21, 1984
W.O. #3194

City of Las Vegas
Traffic Control Division
400 East Stewart
Las Vegas, Nevada 89101

Attention: Richard Romer

on behalf of the developer of the Citibank Project located between Lake Drive and El Capitan on Sahara Avenue, it is requested that the Traffic and Parking Commission review and approve the installation of curb returns and valley gutters as shown on the improvement plans for the project.

Please advise us if we can provide further information.

Very truly yours,

VTN NEVADA


MYRON A. WELSH, P.E.
Manager, Special Projects

/sp

cc: Tom Schoeman, JMA

IV (h). C. 1



City of Las Vegas
AGENDA DOCUMENTATIONDate: October 4, 1984

TO: The City Council

FROM: Michael P. Cool
Deputy City Manager

0098

SUBJECT: REQUEST BY MINT HOTEL AND CASINO FOR A TOUR BUS ZONE ON NORTH FIRST STREET

PURPOSE/BACKGROUND

A request (see attached letter) has been received from Robert A. Mohrs, Bus Programs Manager for the Mint Hotel and Casino, for a tour bus zone on the east side of North First Street between Fremont Street and Ogden Avenue.

The Mint Hotel and Casino is requesting a tour bus zone to accommodate tour busses that will be transporting patrons to the hotel/casino. The use of tour busses and tour bus zones has become a widespread practice among the hotels and casinos in the downtown area. The tour bus zone has a 30 minute time limit and is used to load and unload tour bus passengers only. After unloading the tour busses must move on to permanent parking areas.

The Mint Hotel and Casino is requesting a tour bus zone for a distance of about 80 feet to accommodate up to two tour busses along the east side of North First Street. The requested tour bus zone would involve the relocation of two existing parking meters. It is recommended that the two parking meters be relocated to just north of the northeast corner of the intersection of Fremont Street and First Street. The Mint Hotel and Casino has indicated they will pay for the changes.

The Traffic and Parking Commission at its regular meeting of September 27, 1984 recommended approval.

FISCAL IMPACT

None. The applicant will reimburse the City of Las Vegas the costs of the parking changes.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of a tour bus zone 80 feet in length on the east side of North First Street beginning a distance of 110 feet south of Ogden Avenue to a distance 190 feet south of Ogden Avenue and the relocation of two parking meters to north of the northeast corner of the intersection of Fremont Street and First Street and that the Council authorize the Mayor to sign the Resolution.

Staff concurs.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, RLA
DIRECTOR OF DESIGN AND DEVELOPMENT

Agenda Item 10/17/84

IV (h). C. 2

RESOLUTION

0099

WHEREAS, Ordinance 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 18-II be amended to delete the following as Ten Minute Hotel Loading Zones:

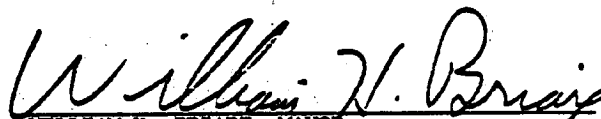
6th Street - along the east curb line in front of the El Cortez Hotel extending a distance of forty feet (40')

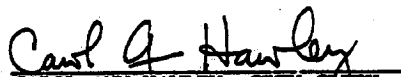
1st Street - along the east curb line, 100 block North 1st Street, in front of the Mint Hotel Lobby extending a distance of twenty-five feet (25')

SCHEDULE 18-VI be amended to include the following as a Tour Bus Zone:

On North First Street beginning 110 feet south of Ogden Avenue and extending along the east curb line 80 feet to the south.

PASSED, ADOPTED AND APPROVED THIS 17th day of October, 1984.


WILLIAM H. BRIARE, MAYOR


CAROL ANN HAWLEY, CITY CLERK

0100

MINT

September 18, 1984

Mr. Richard T. Romer
Assistant Chief of Traffic Engineering
Department of Engineering Services
400 East Stewart
Las Vegas, NV 89101

Dear Mr. Romer:

As to our discussion regarding moving the parking meters on First Street between Ogden Street and Fremont, we would like the parking meters moved to the southeast corner of First and Fremont. This would help us to load and unload our bus tours.

We will need 80 feet of red curbing for two buses. The remainder of the street will be commercial zone for our Shipping and Receiving Department and the rest for the two-parking zone.

In addition, to all concerned, perhaps the parking meters should be removed altogether because of the new tour bus program of the Mint. We are planning to have approximately four buses an hour arriving at our hotel.

The Mint Casino/Hotel will pay for all expenses to remove or move the parking meters.

Sincerely,

Bob Mohrs

Robert A. Mohrs
Bus Programs Manager

Larry Toddy

Larry Toddy
Safety Coordinator

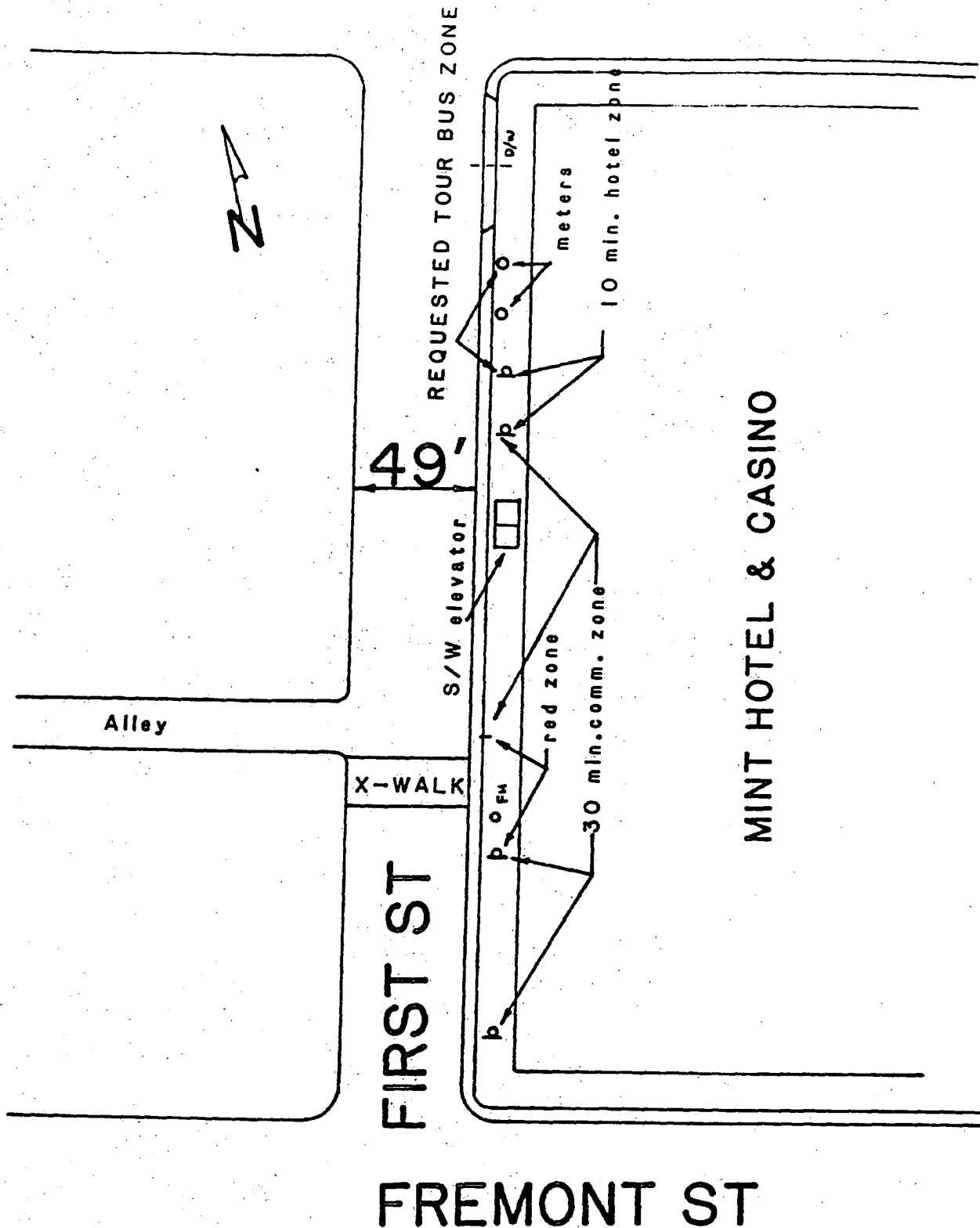
RAM:LT/pk

IV (h). C. 2



0101

OGDEN AVE



REQUEST FOR A TOUR BUS ZONE

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 4, 1984

TO: The City Council

FROM: Michael P. Cool
Deputy City Manager

0102

SUBJECT:

REQUEST BY EL CORTEZ HOTEL FOR A TAXICAB STAND ON NORTH SIXTH STREET

PURPOSE/BACKGROUND

A request (see attachment) has been received from J. D. Gaughan, President of the El Cortez Hotel, for a taxicab stand on the east side of North Sixth Street between Fremont Street and Ogden Avenue at the new main entryway to the El Cortez Hotel.

The El Cortez Hotel has completed a major expansion in which a new main entryway has been constructed at a point approximately midblock along the east side of North Sixth Street. The existing taxicab stand is located near the old main entrance near the corner of Fremont Street and Sixth Street. Due to the construction of the new main entryway an existing ten minute hotel loading zone that is no longer needed can be converted to a taxicab stand that can hold up to two cabs at a time.

The Traffic and Parking Commission at its regular meeting of September 27, 1984 recommended approval of the taxicab stand and the elimination of the existing ten minute hotel loading zone.

FISCAL IMPACT

None. The applicant will reimburse the City of Las Vegas the costs of the parking changes.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of the establishment of a taxicab stand on the east side of North Sixth Street between Fremont Street and Ogden Avenue and the elimination of the existing ten minute hotel loading zone at the same location and that the Council authorize the Mayor to sign the Resolution.

Staff concurs.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, PLA
DIRECTOR OF DESIGN AND DEVELOPMENT

Agenda Item 10/17/84

IV (h). C. 3.

0103



EL CORTEZ HOTEL

DOWNTOWN • 600 E. FREMONT • P. O. BOX 680 • LAS VEGAS, NEVADA 89101 • PHONE 771-1111

September 18, 1984

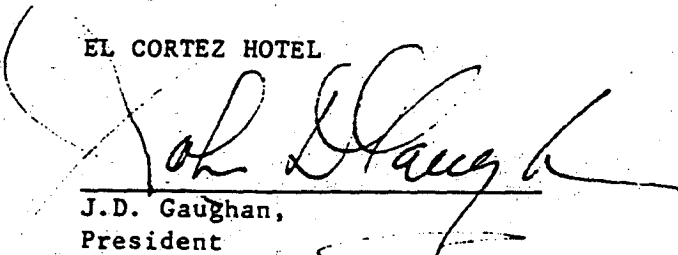
CITY OF LAS VEGAS
TRAFFIC DEPARTMENT
400 East Stewart
Las Vegas, Nevada 89101

Dear Sirs:

Since our new cab stand entrance is inconvenient, we would like to move it to a more accessible location which we have discussed with Richard Romer of Traffic Engineering Department. The Hotel is willing to pay the costs incurred.

Sincerely,

EL CORTEZ HOTEL



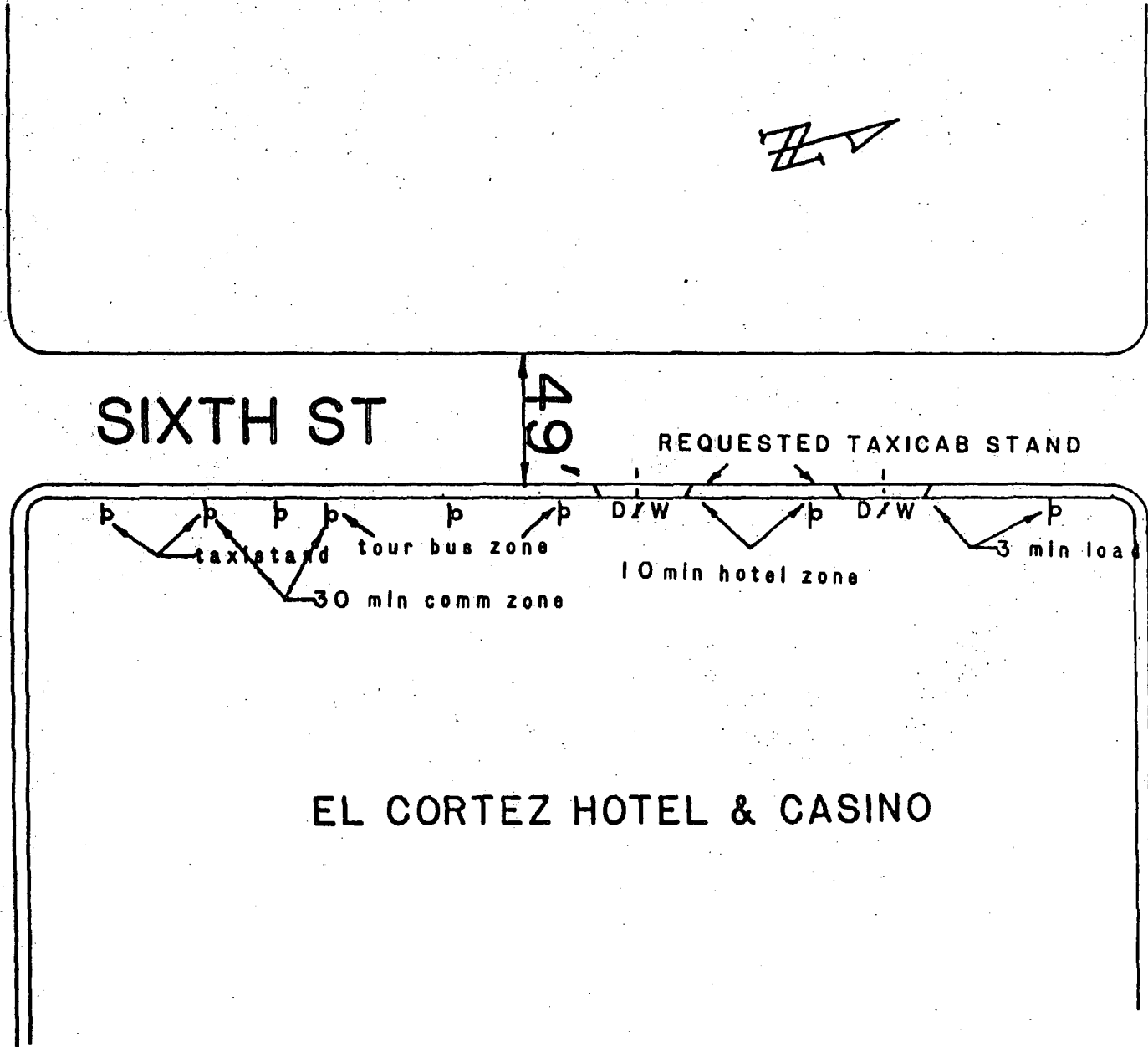
J.D. Gaughan,
President

JDG/lcd

cc: file

0104

OGDEN AVE



SIXTH ST

FREMONT ST

EL CORTEZ HOTEL & CASINO

REQUESTED TAXICAB STAND

49'

D/W

D/W

p

p

p

p

p

p

p

p

taxi stand

tour bus zone

30 min comm zone

10 min hotel zone

3 min loading zone

REQUEST FOR A TAXICAB STAND

City of Las Vegas

AGENDA DOCUMENTATION

Date: OCTOBER 9, 1984

TO: The City Council

FROM: MICHAEL COOL
DEPUTY CITY MANAGER

0105

SUBJECT: DISCUSSION AND POSSIBLE ACTION WITH RESPECT TO HIRING FARRIS ALEXANDER CONGDON
ARCHITECTS FOR CITY HALL RENOVATION (PROFESSIONAL ARCHITECTURAL/ENGINEERING
CONSULTANT SERVICES)PURPOSE/BACKGROUND

As a result of City Council authorization August 15, 1984, to evaluate a/e consultant firms and negotiate a contract for the City jail renovation, the firm of Farris Alexander Congdon Architects was selected. This firm was the first alternate of the screening committee for the Downtown Transportation Center project. Due to the urgent nature of the project, the firm was chosen based on the D.T.C. qualifications statement evaluation and committee ranking.

Contract negotiations began on August 22, 1984 and have resulted in a satisfactory agreement to perform the required services.

FISCAL IMPACT

The maximum amount which the City will be obligated to pay under this agreement, unless any of the additional services which must be approved and paid for separately are authorized, is \$60,000. This money is available in the revenue sharing allocation for fiscal year 1984-85.

RECOMMENDATIONS

It is recommended that the City Council approve this negotiated agreement.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, RLA, DIRECTOR
DEPARTMENT OF DESIGN AND DEVELOPMENT

Agenda Item 10-17-84

IV (h). D. 1.

AGENDA*City of Las Vegas*

October 17, 1984

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CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

11:21

A. Work Card Appeal:

Adrian Green - 6 month review

NO ACTION TAKEN as
Lt. Hash Hanief,
LVMPD reported that
Mr. Green had violated
parole and was back in
prison.

11:22

B. Regional Transportation Commission Supplemental Cooperative Agreement No. 109b which covers the construction of Jones Boulevard between Smoke Ranch Road and Rancho Drive.

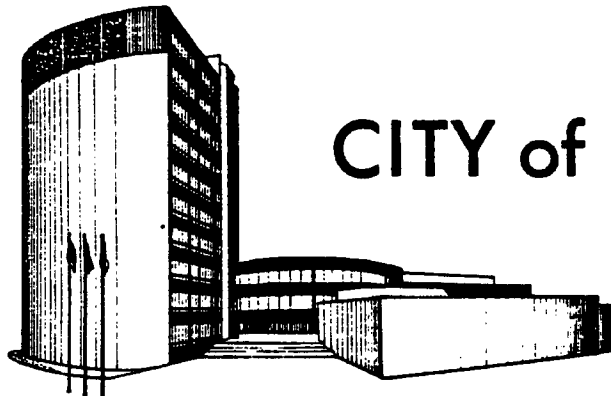
Lurie -
APPROVED Agreement
109a as recommended
by City Attorney.
Unanimous
(Nolen excused)

Staff to proceed

NOTE: This contract should be captioned
"109a" as the Attorney discovered that
was the appropriate designation from
RTC.

0107

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

October 8, 1984

CERTIFIED and REGULAR MAIL

Mr. Adrian Green
1000 West Monroe, #102
Las Vegas, Nevada 89106

RE: WORK CARD APPEAL - SIX MONTH REVIEW

Dear Mr. Green:

As you will recall, the City Council granted you a work card as a result of your appeal which was heard on April 18, 1984. The granting of your work card was approved subject to a review in six months. Please be apprised that subject review has been scheduled before the City Council at their October 17, 1984 meeting. Please be in attendance at this meeting which begins at 10 A.M. and await your turn on the agenda. The meeting will be held in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

Sincerely,

A handwritten signature in cursive script that reads "Carol Ann Hawley".

CAROL ANN HAWLEY
City Clerk

cc: Hash Hanief, LV Metropolitan Police - SIB
George Ogilvie, City Attorney



T.Tem V-A

City of Las Vegas

AGENDA DOCUMENTATION

Date: Oct. 12, 1984

TO: The City Council

FROM: *Samuel A. Gilman*
CITY ATTORNEY

0108

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement No. 109a--Jones Boulevard between Smoke Ranch Road and Rancho Drive

PURPOSE/BACKGROUND

In July of 1983, the participating members of the Regional Transportation Commission approved and executed a Cooperative Agreement No. 109 for the preliminary engineering, design, field staking, construction inspection, testing, the preparation of right-of-way drawings and descriptions and the acquisition of the required real estate appraisals in connection with roadway improvements in Jones Boulevard between Smoke Ranch Road and Rancho Drive. Since this project lies partially within the corporate boundaries of the City of Las Vegas and partially within the unincorporated area of Clark County, the City and the County agreed that it would be administered and paid for exclusively by the City, subject to reimbursement by the Regional Transportation Commission for the preliminary engineering, design, field staking, construction inspection and testing and the preparation of right-of-way drawings and descriptions and the acquisition of the appraisals.

The Supplemental Cooperative Agreement which is before you authorizes the City to proceed with the acquisition of the necessary rights-of-way, at a reimbursable cost of not to exceed \$437,000 unless condemnation awards exceed that amount, increases the amount of reimbursement to which the City is entitled for the preparation of right-of-way drawings and descriptions and the acquisition of appraisals from \$26,000 to \$49,000, provides that the total costs of the project, exclusive of construction, shall not exceed \$902,743 and extends the time for completion of the portions of the project which form the subject matter of the original and this supplement to the Cooperative Agreement from June 30, 1984 to June 30, 1985.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 109a be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-B

#109a

0109

SUPPLEMENTAL COOPERATIVE AGREEMENT

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

WHEREAS, during June and July, 1983, the COUNTY, the CITY, the City of Henderson, and the City of North Las Vegas entered into a Cooperative Agreement to fund preliminary engineering, right-of-way engineering, design and right-of-way appraisals for Jones Boulevard between Smoke Ranch Road and Rancho Drive; and

WHEREAS, the right-of-way 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 herein contained, the parties agree 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. Preparation of the necessary right-of-way drawings and descriptions of the right-of-way required for this project, appraisals, negotiations, and other costs related to obtaining the right-of-way at a cost not to exceed \$49,000.

The following paragraphs shall be added to SECTION II - PROJECT COSTS:

5. Acquisition of right-of-way necessary for the project at the appraisal value and not to exceed \$437,000.00, unless condemnation is necessary in which case reimbursement will be made in the amount of the award.

CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984

Date of Council Action:

October 17, 1984

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 17, 1984

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF NORTH LAS VEGAS

By: James K. Seastrand
JAMES SEASTRAND, Mayor

0110

CITY OF LAS VEGAS

By: Ron Lurie
RON LURIE, MAYOR PRO-TEM

AGENDA*City of Las Vegas*

October 17, 1984

0111

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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

- A. BILL NO. 84-52 - GRANTS TO SOUTHWEST GAS CORPORATION A NEW FRANCHISE FOR THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF LAS VEGAS

Committee: Councilmen Lurie and Levy

First Publication: SUN - 10/3/84

Committee Recommendation:

Referred to the Council as a whole by the Committee. Public Hearing to be held at 2 P.M. October 17, 1984. No final action can be taken until after the public hearing.

NO ACTION TAKEN,
AS A RESULT BILL
DIEDThis Bill to be
reintroduced at the
11/7/84 meeting
as a new Bill.NOTE: VERBATIM TRANSCRIPT MADE PART
OF FINAL MINUTES. SEE PAGE 33.

1:25

- B. BILL NO. 84-54 - SUBSTITUTES DIRECTOR OF DEPARTMENT OF DESIGN AND DEVELOPMENT FOR DIRECTOR OF PUBLIC SERVICES ON TRAFFIC AND PARKING COMMISSION (FIRST AMENDMENT)

Committee: Councilmen Lurie and Levy

First Publication: SUN - 10/3/84

Committee Recommendation:

Adoption at the 10/17/84 Council Meeting.

Lurie -
Second Reading and
Bill ADOPTED.
Unanimous
(Christensen and
Nolen excused)

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM

mp Cool

City of Las Vegas

AGENDA DOCUMENTATION

Date: Sept. 11, 1984

TO: The City Council

FROM: *James F. Quinn*
CITY ATTORNEY

0112

SUBJECT: Bill No. 84-52 -- Grants to Southwest Gas Corporation a new franchise for the distribution of natural gas within the corporate boundaries of the City of Las Vegas.

PURPOSE/BACKGROUND

Section 7.050 of the Las Vegas City Charter requires that the City Council adopt an ordinance in order to grant a franchise to a particular applicant. Bill No. 84-52 is the proposed ordinance to be adopted by the City Council if it desires to grant a franchise to Southwest Gas Corporation for the continued transmission and distribution of natural gas within the City limits.

It should be noted that Bill No. 84-52 incorporates by reference the terms and conditions of the proposed Franchise Agreement between the City and Southwest Gas Corporation. Thus, this Bill should be adopted subsequent to the approval of the proposed Franchise Agreement by the City Council and authorization of the Mayor to execute said Agreement. It is anticipated that final action with respect to the proposed Franchise Agreement and Bill No. 84-52 will take place at the meeting of the City Council which will be held on Wednesday, October 17, 1984.

FISCAL IMPACT

N/A

RECOMMENDATIONS

Adoption of the proposed ordinance is recommended.

Agenda Item

VI. - A

City of Las Vegas

AGENDA DOCUMENTATION

Date: Sept. 17, 1984TO: The City CouncilFROM: *James F. Quinn*
CITY ATTORNEY

0113

SUBJECT: Bill No. 84-54 -- Substitutes Director of Department of Design and Development for Director of Public Services on Traffic and Parking CommissionPURPOSE/BACKGROUND

Due to the recent reorganization of City departments, it is appropriate to substitute the Director of Design and Development for the Director of Public Services on the City's Traffic and Parking Commission, since the duties of the Director of Design and Development are more closely related to traffic and parking functions than are those of the Director of Public Services.

FISCAL IMPACT

N/A

RECOMMENDATIONS

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

Agenda Item

VI. - B.

FILE

FROM:

Carol G. Hawley
CAROL ANN HAWLEY
CITY CLERK

0114

SUBJECT:

RECOMMENDING COMMITTEE MEETING
October 1, 1984

COPIES TO:

10/3/84 & 10/17/84 Council Blue Books
City Attorney
Business Activity Director
Community Planning & Development Director
Public Services Director
Building & Safety Director
Metro
Fire Services Director

MEETING HELD: Monday, October 1, 1984, at 4:10 P.M. in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting adjourned at 4:20 P.M.

PRESENT: Councilmen Al Levy and Bob Nolen
(Note: Councilman Ron Lurie excused as he was out of the city.)
Carol Ann Hawley, City Clerk
Mike Cool, Deputy City Manager
Don Saylor, Deputy City Manager
Bob Sylvain, Deputy City Attorney
Bob Yeargin, Deputy City Attorney
Richard Blue, Executive Assistant to City Manager
Harold Foster, Director, Community Planning & Development

- A. BILL NO. 84-48 - ANNEXATION NO. A-8-84, PROPERTY LOCATED ON THE NORTHWEST AND SOUTHWEST CORNERS OF LAKE MEAD BOULEVARD AND TORREY PINES DRIVE; PETITIONED BY: FARLEY M. ANDERSON, JR.; ACREAGE: APPROXIMATELY 33 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended ADOPTION at the 10/3/84 City Council Meeting. (NOTE: Published on 9/22/84 as directed by City Attorney.)

- B. BILL NO. 84-49 - ANNEXATION NO. A-13-84, PROPERTY LOCATED NORTH OF CHARLESTON BOULEVARD AND EAST OF DURANGO DRIVE; PETITIONED BY: CITY OF LAS VEGAS; ACREAGE: APPROXIMATELY 365 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT)

Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended ADOPTION at the 10/3/84 City Council Meeting. (NOTE: Published on 9/22/84 as directed by City Attorney.)

0115

- C. BILL NO. 84-50 - ANNEXATION NO. A-14-84, PROPERTY LOCATED NORTH OF WASHINGTON AVENUE AND EAST OF DURANGO DRIVE; PETITIONED BY THOMAS BEAM, ET AL; ACREAGE: APPROXIMATELY 805 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT)
Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended ADOPTION at the 10/3/84 City Council Meeting. (NOTE: Published on 9/22/84 as directed by City Attorney.)

- D. BILL NO. 84-51 - ANNEXATION NO. A-15-84, PROPERTY LOCATED SOUTH OF CHEYENNE AVENUE AND WEST OF LORENZI BOULEVARD; PETITIONED BY: JAMES B. McCALL, ET AL; ACREAGE: APPROXIMATELY 987 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT)
Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended ADOPTION at the 10/3/84 City Council Meeting. (NOTE: Published on 9/22/84 as directed by City Attorney.)

- E. BILL NO. 84-52 - GRANTS TO SOUTHWEST GAS CORPORATION A NEW FRANCHISE FOR THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF LAS VEGAS

Committee: Councilmen Lurie and Levy

SEE NOTE AT BOTTOM OF PAGE*

Deputy City Attorney Bob Sylvain introduced minor amendments to this Bill and the Committee adopted same. Deputy City Attorney Sylvain will file with the City Clerk a newly drafted First Amendment to this Bill. The Committee recommended that they go forth with a Public Hearing as scheduled at the October 17, 1984 City Council meeting and made no recommendation, referring same to the Council as a whole, for final recommendation and subsequent action.

- F. BILL NO. 84-54 - SUBSTITUTES DIRECTOR OF DEPT. OF DESIGN & DEVELOPMENT FOR DIRECTOR OF PUBLIC SERVICES ON TRAFFIC & PARKING COMMISSION (FIRST AMENDMENT)
Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended ADOPTION at the October 17, 1984 City Council Meeting.

- G. BILL NO. 84-55 - AMENDS THAT PORTION OF THE UNIFORM BUILDING CODE REGULATING POOLS AND SPAS (FIRST AMENDMENT)

Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended ADOPTION at the October 17, 1984 City Council Meeting.

/ch

***NOTE: After this meeting on 10/2/84 Deputy City Attorney Sylvain clarified that subject amendments were to the Franchise Agreement that will be proposed at the 10/17/84 Public Hearing at 2 P.M. Thus, the ordinance, Bill 84-54, as introduced will have no changes or amendments at this time.

INTER-OFFICE MEMORANDUM

October 16, 1984

TO:	FROM:
FILE	CAROL ANN HAWLEY CITY CLERK
SUBJECT:	COPIES TO: 10/17/84 & 11/7/84 Meetings City Attorney Business Activity Director Community Planning & Development Director Public Services Director Building & Safety Director Metro Fire Services Director

MEETING HELD: Monday, October 15, 1984, at 4 P.M. in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting adjourned at approximately 5:15 P.M.

IN ATTENDANCE:

Mayor William H. Briare
Councilman Ron Lurie
Councilman Paul J. Christensen
Councilman Al Levy
City Manager Ashley Hall
City Attorney George Ogilvie
City Clerk Carol Ann Hawley
Richard Blue, Exec. Assistant to the City Manager
Don J. Saylor, Deputy City Manager
Marvin Leavitt, Director, Finance & Computer Services
Chris Stanfill, Director, Parks, Rec. & Sr. Citizen Activities
Dan Pilkington, Director, General Services
Gene Donovan, Director, Public Services
Carl Malone, City Engineer
Ed Parks, General Services
Diane Ortiz,
Tom Oram, Economic & Urban Development
Tom Graham, Director, Design & Development
Ethel R. Pearson
Lila M. Carpenter
Dorothy Grigsby
Sharon L. Rather
Herman Youngman
James Duddleston
Ralph Phillips
Howard VanderMeer
Roger L. Freeman
Ken Sage, Bunker Brothers
Richard Sells
Victor M. Evans
Lois Ann Larson
Bill Buxton

Recommending/Real Estate/Study Committee Meeting
October 15, 1984

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Page 2

- A. BILL NO. 84-56 - ANNEXATION NO. A-16-84(A), PROPERTY LOCATED: ON THE EAST SIDE OF TORREY PINES DRIVE BETWEEN CHARLESTON BOULEVARD AND WEST OAKLEY BOULEVARD, PETITIONED BY: BOARD OF REGENTS, UNIVERSITY OF NEVADA SYSTEM, ACREAGE: APPROXIMATELY 79 ACRES; ZONED R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT)
Recommending Committee: Councilmen Levy and Lurie

No one appeared to speak in opposition to the annexation bill. Councilman Lurie reported subject property had been owned by the State and that he had gone before the Board of Regents and they had indicated their desire to be annexed. Councilman Lurie's recommendation to the Council is for adoption. (Bill will be before Council for final adoption at their November 7, 1984 meeting.)

- B. DISCUSSION AND POSSIBLE RECOMMENDATION ON THE SALE OF THE WOODLAWN CEMETARY
Real Estate Committee: Councilmen Levy and Lurie

Councilman Levy advised of the letter he had received from Sharon Rather and her wishes that the City continue to operate and control the cemetery. Deputy City Manager Saylor briefed the Council at the meeting on the steps the City had taken in regard to this matter. Mr. Saylor stated that the invitation for bid for the sale of the cemetery was performed in strict compliance with City policy with all local mortuaries receiving copies of the bids and that the bid announcement was advertised in the newspaper on August 20 and 27, 1984. He stated that in addition to interest indicated by local mortuaries there were three contacts made by private individuals; however, the City only received one proposal from Bunker Brothers. He said the City has been losing money on the operation ever since its inception and was probably the main reason the Citizens Advisory Committee made two recommendations -- a general one that the City pursue privatization wherever possible and more specifically recommended the sale of the cemetery be achieved. Mr. Saylor stated the sale would save the City an average of over \$150,000 a year. Mr. Saylor further stated that he anticipated the loss factor would increase as years go by due to the number of local mortuaries in the area and their ownership of private cemeteries, thus decreasing the number of lots sold at Woodlawn Cemetery. He explained the regulations imposed by the State if the cemetery was sold and added that the successful bidder would be required to apply and receive a Certificate of Authority from the State which would protect the interests of the citizenry.

Citizens Sharon Rader, 2745 S. Lindell, Ethel Reese Pearson and Herman Youngman of Temple Beth Shalom's Senior Citizen Club appeared and all spoke in protest to the City's proposed sale of the cemetery.

Councilman Levy indicated he was opposed to the sale of the cemetery. Councilman Lurie stated his recommendation to the full Council at the October 17, 1984 meeting would be to reject all bids and that the City look for ways to either increase the price to offset the expenditures of the cemetery or have staff and perhaps the Citizens Advisory Committee to look and discover more efficient ways to operate the cemetery. Mayor Briare indicated to the audience that Commissioners Levy and Lurie's recommendation was not final action and that the matter would be subject to final action at the October 17, 1984 City Council meeting.

Recommending/Real Estate/Study Committee Meeting
October 15, 1984

Page 3 0118

C. DISCUSSION AND POSSIBLE RECOMMENDATION ON THE CITY OF LAS VEGAS TRAFFIC SIGNALIZATION SYSTEM

Study Committee: Council as a whole

City Manager Hall advised that James Duddleston, Consultant, and Ralph Phillips, State Traffic Engineer were present to brief the Council on the Las Vegas Valley Traffic Signalization Program. Mr. Duddleston presented a report giving a brief overview and system status report, spoke on the improvements and recommended items that should be possibly implemented in the system in the future. He stated the present system currently included 301 intersections with a future expansion capability of up to 500 intersections. He said the initial bid of 4.3 million dollars covered 280 intersections and that, since that time, 21 intersections had been added to the system. He compared the City of Dallas' system to Las Vegas, indicating Las Vegas' was a larger and more sophisticated system, complicating the type of control to be implemented on the streets. He said the actual acceptance of the contract between the systems supplier, Sperry Systems of New York, and the Nevada Dept. of Transportation occurred on January 25 of 1984, which was the date in which the warranty of one year began covering the software and hardware for the system. He then demonstrated the workings of the system on a map. He stated the system operates on a time of day schedule with most intersections coming on line between 7-7:15 AM with computer control dropped after 6 PM, Monday through Friday, with weekend control much less extensive. He said the guarantee of two-way progression on the arterial network was sometimes impossible due to the intersection spacing, the cycle length, and the phasing at many intersections and that, when this occurs, preferential treatment is afforded to the heavier traffic flow. He stated an extensive data collection was done on Boulder Highway, Fremont, Lake Mead Blvd., Tropicana Ave., Maryland Parkway, Charleston Blvd. and Sahara Ave. He stated it had been predicted in the feasibility study that travel time would improve within the range of 10-15% and that of the six arterials, travel time improved on two streets 10-15%, but, on the other four streets, travel time improved above 15% than that predicted. Stops and delays on those streets studied showed a minimum improvement of 35% with a maximum improvement of up to 65%, which results in smoother traffic flow, less air pollution, and reduced fuel consumption. He indicated that malfunctions were handled much more efficiently with the new system. Future recommendations were: develop, load and test additional timing plans; generation of new timing plans; review of local signal timing; reduce the delay to left turns; build in additional software enhancements for more flexibility; study additional locations to implement lead-lag left turn phasing; plans to resolve capacity deficiencies wherever possible.

Councilman Levy asked if he really knew what was going on on the streets and Mr. Duddleston indicated he was often in the field as well as others on his staff. Councilman Lurie asked if funding was available at the State level to implement Mr. Duddleston's recommendations and he indicated funding was being investigated with the State Highway Administration and EPA. Councilman Lurie indicated he felt the public was not well informed as to the operation of the new system and that the public should be encouraged to see the system and learn about it and that the system should be better marketed through public relations enhancement. He encouraged Mr. Duddleston to work with City staff to see if the City could help with public information about the system. Councilman Christensen stated his major problem with the new system was that though he could appreciate the system workings on some of the throughfares like it was supposed to, his question was at who's expense as if you had to cross the throughfares twice, it was at a break even timing.

Recommending/Real Estate/Study Committee Meeting
October 15, 1984

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- C. No recommendation or action was forthcoming from the Committee as this was an information type item.
- D. DISCUSSION AND POSSIBLE RECOMMENDATION REGARDING PROBLEMS ENCOUNTERED WITH SEWER INTERCEPTOR PROJECTS
Study Committee: Council as a whole

Tom Graham, Director, Design and Development and City Engineer Carl Malone presented information relating the status of all ongoing sewer projects, street and flood control projects. Mr. Graham stated the projects were for the next 12 months and were either ongoing or under design and completion was anticipated during this period. Mr. Graham went on to say that this was one of the heaviest workloads, projectwise, construction activitywise the City has ever had and that due to the City Manager's reorganization in July, City engineering staff had been under reorganization and he had been filling critical engineering staff positions in an attempt to get a more effective, more efficient orderly development of these projects. City Engineer Malone then presented drawings of ongoing projects and explained their status as follows:

Johnson Bros. Construction from Fremont/Boulder Hwy. to the west side of Interstate 15 and Dorfman Construction which has project continuing on west from Interstate 15 to Durango -- a problem and delay caused with the construction of the sewer as it crosses underneath the Union Pacific Railroad. Project started 6/8 and anticipated to finish 10/29. Considerable conflicts -- interconnect with fuel line going to Nellis AFB being potholed on each side and when contractor got to the center, the pipe had followed the natural ground and was in the middle of the bore hole causing delay. Additionally, solid rock underneath and the UP Railroad would not allow a blasting operation or anything with any heavy equipment because of the dynamics and it had to be hand drilled and chipped out. Councilman Christensen questioned why the Railroad would not allow the blasting and Engineer Malone stated their approval was required to do certain construction features in the right-of-way and that the no blasting operation was a condition placed on the permit to do the construction job. Councilman Levy asked when both phases due to be finished. Mr. Malone stated it was originally scheduled to be finished 11/28/84 but finish date is now projected to be the middle of March (permanent patch to be completed, not overlay). Councilman Levy stated the only thing the contractor should be given time for was delay due to rain and emphasized he was in favor of imposing the \$500 a day fine for being late. Councilman Christensen stated this meant Rancho Road Project, Sahara to Charleston Blvd., scheduled for completion on April 21, 1985, won't even start until that time as if they didn't finish the sewer line, they couldn't widen that street. Malone stated the City had granted the contractor 90 days to interface subject project with the Rancho Road project and additionally, they were entitled to inclement weather days due to flood hazards encountered. Mr. Saylor stated the reason for the 90 days extension was that the City didn't want to put in the sewer line and then come back later and put the street in. Councilman Levy asked if they weren't doing the sewer line now with Rancho cut up at Oakey to do this. Mr. Saylor replied not on Rancho to Oakey to Charleston. Councilman Levy asked exactly what they were doing at Oakey and Rancho right now and Councilman Lurie replied they were putting the 26 ft. lateral in that connects so that that intersection could be done by the first of the year. Councilman Christensen stated they had left out 26 feet of pipe on the east/west leg because it was filled up with water and they were waiting for a movement

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Recommending/Real Estate/Study Committee Meeting
October 15, 1984

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of the Water District of some valves, etc. and they had covered up the hole until they got a chance to get back in it and that is why it is still torn up as they are still draining that pipe, and that the contractor told him that the pipe from Valley View to Rancho is still full of water from the flood and it hasn't been drained yet. Engineer Malone stated the Water District took 5 to 7 weeks to implement a plan to relocate their utilities and at the time the City's contract was in the intersection, they could not shut the water off in order to get in there. The contractor was ordered to get into that intersection to get the job moving and when he opened it up -- the contractor has bulk heads at the end where the sewer was stubbed and at the other end where they had to tie in, the migration of ground water through the bedding material has now become the problem as it caused shoulders and the embankments became soft. Malone said the entire pipeline was acting like a French drain, and that from Spanish Oaks and all adjacent areas, all that water is now migrating through that pipe and it's being pumped. Councilman Levy disagreed and stated all you had to do was drive the street and you could see ground water on top of Oakley Street, particularly early in the morning. Councilman Levy stated he did not want Carl Malone to advance any free days for the contractors concerned and indicated he felt City staff was too soft to them. Councilman Levy cited his concern regarding Bruce Chatman's situation and his business hurting because of the torn up situation. City Manager Hall stated he had talked with Mr. Chatman and he had had Mr. Dorfman visit Mr. Chatman and that Mr. Chatman had indicated to him that Mr. Dorfman had assured him he would try to get out from in front of his business as quickly as he could. Councilman Levy emphasized strongly that there must be some double shifts in order to get the mess moved from the people it was affecting businesswise. Councilman Levy indicated March 15 was too long and the period must be shortened for completion of the contracts. City Manager Hall had stated Mr. Dorfman had indicated a willingness to increase the number of crews. Hall indicated he would try to get him to increase the daytime crew numbers as soon as possible. Councilman Levy and Christensen indicated fears that the ground water problem may not be eliminated with the present approach taken by the contractor. Carl Malone stated he had talked to Mr. Dorfman as well as his superintendent and they had indicated they would be out of that location with the pipe connected on the 26th of October. Mr. Saylor asked Mr. Malone the schedule from Charleston on Rancho north in front of businesses and Mr. Malone replied December 3, approximately, and indicated he was patching back as he put the pipe in the ground. Mayor Briare asked if the City was sticking to the letter of the contract and Mr. Malone replied negatively and indicated that if the parties had followed strictly the contract, the project would be finished 11/28/84. Mayor Briare then asked who the City's Consultant Engineer was and Mr. Malone replied G. C. Wallace. Mayor Briare, Councilmen Levy and Lurie indicated disappointment that Mr. Wallace was not present at the meeting to address the problems and also indicated disappointment that City staff had allowed this to go to this point. Councilman Lurie indicated that major changes in a contract like this should have been brought back before the Council for approval and these problems pointed out earlier to the Council members. Councilman Levy agreed with Councilman Lurie and cited the embarrassment he had suffered from the project, i.e. calls from citizens. Tom Graham indicated that in the future strict compliance monitoring from City staff must take place at the beginning of the projects to avoid such problems. Councilman Levy requested that the project consulting engineer be present at such meetings in the future. Councilman Lurie asked for the engineers to be present at the 10/17/84 Council Meeting and indicated that in the past they had begged for City work and now that it had been given them, they were unable to stay on top of same and he objected to this.

Recommending/Real Estate/Study Committee Meeting
October 15, 1984

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Tom Graham indicated to the Council that City staff had already had some very candid conversations with the contractors and that they would probably hear about them. Councilman Lurie indicated his approval of staff's action in the matter.

City Manager Hall indicated he was looking at hiring in-house engineers rather than the City paying premium pay to outside engineers, indicating the City could save substantial money having professional engineers on board as project managers.

Councilman Levy then asked if the problem wasn't because the City had too many projects going at the same time. Engineer Malone clarified the City was talking about having the designs consulted out, but doing in-house contract administration. Councilman Levy then asked if one of the City's main reasons for problems was that because there were unsuspected gas lines, power lines and water lines where they weren't supposed to be. City Engineer Malone stated the City had hired a project utility coordinator last week and this was his sole function. City Manager Hall indicated that many of the maps drawn over the years were inaccurate and in order for the City to verify, they must pothole.

City Engineer Malone addressed Angel Park, Phase 2-A, stating it was still under construction, soon to be completed. He said Phase 2-B had been the controversy and that he met last Thursday with Clark County Public Works and that they have asked the City to get the plans and specifications, including bottom line number, so that they can enter into a cooperative agreement to fund the project and get things rolling. City Manager Hall stated this was the last project on 12.7 Million Dollars the City had from the 32 Million Dollar Bond Issue in 1981, and that the County had initially indicated they did not have the money for this project and then the City went back to them and indicated they had made prior commitments to 2-B and then subsequently came up with the money. Councilman Christensen asked if the City had any kind of a determination yet whether the County has a responsibility for flood control, and Manager Hall indicated the subject was still being debated. City Engineer Malone stated the engineering was finished and the matter would be put in Purchasing/Contracts this month without an agreement. Councilman Christensen indicated that was a problem to him until an agreement had been reached with the County.

City Engineer Malone then went to the Northwest Interceptor Project and stated the City planned to go to Purchasing & Contracts on this project the first week in January and start construction approximately April and finish in October of 1985, and that preliminary engineering was finished, with estimated cost 5.7 Million Dollars.

Mayor Briare then asked if the other projects were not in the form of a report and Mr. Malone indicated affirmatively. City Manager Hall stated today's reports were simply a status report in response to a request by members of the Council for an update on the status of City sewer projects and other projects.

Malone went on to the Lake Mead Sewer Interceptor and indicated this would be in conjunction with the Decatur Interceptor, approximately the first or second week in January, estimated cost 2 Million Dollars. City Manager Hall indicated the City was able to do this project due to the alignment chosen in the northwest sector area and money saved in that selection.

Recommending/Real Estate/Study Committee Meeting
October 15, 1984

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Page 7

Malone then went to the Rancho Drive Project and indicated he had met earlier in the afternoon with Jerry Dorfman, George Ogilvie and other staff members and in order to expedite the contract on the Rancho Road Sewer Line extension, the City modified the contract to include moving the sewer line to the east side to maintain traffic and that very shortly the City would have a number from Dorfman for the cost to clear and grub, move fences and move fire hydrants and water facilities and any other utility that might be in the way to this construction in order to maintain traffic. Malone stated if the project were built as it sits today, it would be necessary to close Rancho Road to traffic and/or build a temporary detour on the east side. Malone indicated this would constitute a major contract modification and that he would like the contractor starting same on Monday and indicated he would be coming to the Council at a special meeting to obtain approval on the contract modification. Malone indicated G. C. Wallace was the Consulting Engineer on this project. Mayor Briare asked why the contract modification was necessary and if it occurred because of faulty design and indicated his disappointment that "horses were changed in the middle of the stream." Major Briare questioned again the design of the project. Councilman Levy indicated the plans had always been to put those lanes on the east side and that Gene Donovan and Bill Buxton could confirm same, and was at a loss to why the modifications came about.

Councilman Levy indicated he desired a meeting with G.C. Wallace Engineer to ascertain what really is happening with these projects that have problems. Malone indicated that costs would be defrayed by the Regional Transportation Commission for the contract modification and that that work was necessary anyway underneath the Rancho Road Project.

Tom Graham emphasized the magnitude of effort the City was undertaking. Councilman Lurie indicated his feelings that perhaps too many contracts were let at one time.

Malone went on to Stewart Avenue and indicated the project had a pre-bid conference last week and that bids would be opened on the 23rd, with construction starting the first week in December.

The meeting then adjourned with more discussion anticipated at the Wednesday, October 17, 1984 Council Meeting.

E. DISCUSSION AND POSSIBLE RECOMMENDATION REGARDING THE CITY OF LAS VEGAS STREET OVERLAY PROGRAM

Study Committee: Council as a whole

This specific item was not addressed at this meeting.

The meeting adjourned at approximately 5:20 P.M.

0123

October 17, 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

VI. REPORTS FROM RECOMMENDING COMMITTEES cont.

- 1:25 C. BILL NO. 84-55 - AMENDS THAT PORTION OF THE UNIFORM BUILDING CODE REGULATING POOLS AND SPAS (FIRST AMENDMENT)

Committee: Councilmen Lurie and Levy

First Publication: SUN - 10/3/84

Committee Recommendation:

Adoption at the 10/17/84 Council Meeting.

Lurie -
Second Reading and
Bill ADOPTED.
Unanimous
(Nolen and
Christensen excused)

Clerk to proceed
with second
publication.

- D. BILL NO. 84-56 - ANNEXATION NO. A-16-84(A)-
PROPERTY LOCATED: ON THE EAST SIDE OF
TORREY PINES DRIVE BETWEEN CHARLESTON
BOULEVARD AND WEST OAKLEY BOULEVARD,
PETITIONED BY: BOARD OF REGENTS, UNIVER-
SITY OF NEVADA SYSTEM, ACREAGE: APPROXI-
MATELY 79 ACRES, ZONED R-E (COUNTY
CLASSIFICATION) N-U (CITY EQUIVALENT)

Committee: Councilmen Levy and Lurie

First Publication: SUN - 10/17/84

Committee Recommendation:

Adoption at the 11/7/84 City Council Meeting.

Recommendation
Noted

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 12, 1984

TO: The City Council

FROM: *Mr. J. S. [unclear]*
DEPUTY CITY ATTORNEY

0124

SUBJECT: Amends that portion of the Uniform Building Code regulating pools and spas - Bill No. 84-55

PURPOSE/BACKGROUND

Presently the City of Las Vegas anticipates significant residential and commercial development in the near future by Collins Brothers Corporation and Summa Corporation to the West of Rainbow Boulevard. This new development will feature two artificial lakes of approximately twenty-five to thirty acres in size for such recreational uses as swimming, boating and possibly fishing.

Because of their size it is not planned to enclose these lakes with protective barriers as presently required for pools and spas under Section 7207 of the Supplemental Document Amending the Uniform Building Code, 1982 Edition. To eliminate any potential confusion that these artificial lakes might be construed as subject to these protective barrier requirements of the Code, the attached ordinance amends Section 7207 to exclude from the requirements contained therein those pools whose contemplated use is not limited merely to swimming or bathing.

The attached ordinance also lowers the height requirement of the protective barrier from six feet (6') to five feet (5') to coincide with the requirements presently in effect in Clark County.

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 - C

0125

October 17, 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

VII. BOARDS AND COMMISSIONSA. SENIOR CITIZENS LAW PROJECT
3-Year Term

- 11:26
1. Gilda Johnstone - Term Expires 11/1/84
 2. Bertha Warrick - Term Expires 11/1/84

Lurie -
Motion to concur in
Mayor's re-appointment
of Gilda Johnstone
and Bertha Warrick
carried unanimously
with Nolen and
Christensen excused.

Clerk to notify

B. SENIOR CITIZENS ADVISORY BOARD
3-Year Term

1. Jewel McKay - Resigned
Term Expires - 3/3/86
2. Ben Roscoe - Fill vacant term which
expires 3/3/85. (Vacancy
brought about due to Mr.
Roscoe's appointment as
Senior Citizens Coordinating
Officer.)

Lurie -
Motion to concur in
Mayor's appointment
of Regina Thomas
and George Albright
carried unanimously
with Nolen and
Christensen excused.

Clerk to notify

APPROVED AGENDA ITEM

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AGENDA DOCUMENTATION

Date: October 15, 1984TO:
The City CouncilFROM:
CITY CLERK

0126

SUBJECT:

SENIOR CITIZENS LAW PROJECT BOARD - TWO VACANCIES

PURPOSE/BACKGROUND

The terms of office for Board members Gilda Johnstone and Bertha Warrick expire on November 1, 1984. Upon my direction, Mr. Richard Donaldson, Attorney for the Law Project, contacted these members and has reported that they desire to continue serving on this Board. It is his recommendation that they be appointed to new three-year terms.

FISCAL IMPACT

NONE

RECOMMENDATIONS

SEE RECOMMENDATION ABOVE.

Agenda Item

VII-A

City of Las Vegas
AGENDA DOCUMENTATIONDate: October 15, 1984TO:
The City CouncilFROM:
CITY CLERK

0127

SUBJECT: SENIOR CITIZENS ADVISORY BOARD - TWO VACANCIES

PURPOSE/BACKGROUND

Two vacancies presently exist on this Board due to the resignation of Jewel McKay and the appointment of Ben Roscoe to the Senior Citizens Coordinating Officer position.

At the October 11, 1984 meeting of the Senior Citizens Advisory Board, they recommended the following appointments to fill these vacancies as follows:

1. REGINA THOMAS, 1612 Cardoba, 89108

Retired Federal Employee - having worked for U. S. Dept of Commerce and Department of Defense, Washington, D.C. Retired in 1977. Was an active volunteer in the senior program at St. Monica's Episcopal Church, Washington, D.C. Moved to Las Vegas in 1981 and is active on the Social Ministers Committee at All Saints Episcopal Church. She is on the Membership Committee for the American Association of Retired Persons and a member of the National Association of Retired Federal Employees.

2. GEORGE H. ALBRIGHT, 200 S. Rancho Road, 89106

Has been a Las Vegas resident since 1931, served on the Clark County Board of Commissioners, was Executive Director of the Clark County Fair and Recreation Board. Employed as a County Department Head, Special Projects for Public Works, during which time the development and construction of the Senior Citizens Center occurred. He is a retired Clark County employee and serves on the Board of Directors for the Salvation Army and on the Board of Nevada State Retired Employees. He holds current memberships in the Elks Lodge, Masonic Lodge and Kiwanis International.

FISCAL IMPACT

NONE

RECOMMENDATIONS

SEE ABOVE RECOMMENDATIONS.

Agenda Item

VII-B



Jewel C. McKay
3719 Colonial Drive
Las Vegas, Nevada 89121

(702) 451-9729

September 10, 1984

0128

The Honorable William H. Briare
Mayor, City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

Dear Mayor Briare:

It is with regret that I submit my resignation from the Advisory Board of the Las Vegas Senior Citizens Center.

This decision has been made, in all fairness to the Board as well as to myself, due to illness in my immediate family.

Very sincerely yours,

Jewel C. McKay
(Mrs.) Jewel C. McKay

cc: Mr. Bob Light
Dr. Alex Witkow

Item VII-B

0129

AGENDA*City of Las Vegas*

October 17, 1984

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

ITEM

Council Action

Department Action

VII. BOARDS AND COMMISSIONS (Continued)

11:27

C. GOLF BOARD
5-Year Term

1. John M. Clark - Resigned
Term Expires 4/1/85

Levy -
Motion to concur
in the Mayor's
appointment of
Lee Backus
carried unanimously
with Christensen
and Nolen excused.

Clerk to notify

D. LAS VEGAS METROPOLITAN BEAUTIFICATION
COMMITTEE 3-Year Term

1. Charlene Scott - Resigned
Term Expires 11/1/84
2. Dudley Zoller - Term Expired 7/1/84
3. Vivienne Morris - Term Expires 10/1/84
4. Adeline Bartlett - Term Expires 11/1/84
5. Linnis Mills - Term Expires 11/3/84

Lurie -
Motion to concur in
the reappointments
of Vivienne Morris,
Adeline Bartlett,
and Linnis Mills and
the new appointments
of Bill Hart and
Olga Scheel carried
unanimously with
Christensen and
Nolen excused.

Clerk to notify

APPROVED AGENDA ITEM

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City of Las Vegas

AGENDA DOCUMENTATION

Date: October 15, 1984TO:
The City CouncilFROM:
CITY CLERK

0130

SUBJECT:
GOLF BOARD - ONE VACANCYPURPOSE/BACKGROUND

Mr. John M. Clark resigned as a member of the Golf Board effective Sept. 6, 1984. He served on this Board since May 19, 1976 and resigned due to his health.

Chris Stanfill has recommended that the following appointment be made to this Board:

1. LEE BACKUS, 3068 El Camino, 89102

Mr. Backus is the owner of Decatur Mortgage and Loan and has been a City resident for over 30 years. He is active in many civic organizations, chairman of the Real Estate Commission, and very active in the Exchange Club. He and Mrs. Backus are avid golfers and play regularly at the Municipal Golf Course.

FISCAL IMPACT

NONE

RECOMMENDATIONS

SEE RECOMMENDATION ABOVE.

Agenda Item

VII-C

Sept 6, 1984

0131

Mr. Chris Stenfel and City Commission:

Dear Sirs: I am resigning from
the Golf Board due to ill
health and feel it is unfair
to hold the opt. to allow you
to appoint someone younger.

"Thank you" for all your courtesy
and good luck in the future

Sincerely,

John M. Clark
(Jack)

CITY OF ALBUQUERQUE

SEP 11 3 42 PM '84

RECEIVED

Item VII-C

City of Las Vegas

AGENDA DOCUMENTATION

Date: October 15, 1984TO:
The City CouncilFROM:
CITY CLERK

0132

SUBJECT:
BEAUTIFICATION COMMITTEE - FIVE VACANCIESPURPOSE/BACKGROUND

Five vacancies currently exist on the Beautification Committee. It is the recommendation of the Committee as follows:

TERM VACANCY

1. Charlene Scott - resigned
(term to expire 11/1/84)
2. Dudley Zoller - resigned
(term expired 7/1/84)
3. Vivienne Morris - term expires 10/1/84
4. Adeline Bartlett - term expires 11/1/84
5. Linnis Mills - term expires 11/3/84

RECOMMENDED APPOINTMENT

Olga Scheel, 3014 El Camino Ave. 89102
(Phone 876-3700)

Bill Hart, 212 Moller Circle 89107

Reappointment

Reappointment

Reappointment

FISCAL IMPACT

NONE

RECOMMENDATIONS

SEE ABOVE RECOMMENDATIONS.

Agenda Item

VII-D



Mesquite Club

P. O. BOX 14424
LAS VEGAS, NEVADA 89114

0133

October 8, 1984

Ms. Carol Lowley
Mayor's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Howley:

The Executive Board of the Mesquite Club is pleased to inform you that Mrs. Raymond Scheel (Olga) is the newly designated representative to the Las Vegas Metropolitan Beautification Committee. Mrs. Scheel's address is 3014 El Camino Avenue, 89102. Her telephone number is 876-3700.

Mrs. Scheel is deeply interested in all projects which pertain to the beautification of our city. We are confident she will prove to be extremely helpful.

Sincerely,

Mrs. Richard Johnston
Mrs. Richard Johnston
Corresponding Secretary

cc: Mrs. Wendell Tobler
President

Item VII-D

0134

Mrs. Frank E. Scott
2301 Plaza Del Grande
Las Vegas, Nevada 89102

April 25, 1984

Mr. Tom Rubidoux
LAS VEGAS BEAUTIFICATION COMMITTEE
400 E. Stewart
Las Vegas, NV 89101

Dear Tom:

It is with deep regret that I submit my resignation
as a member of the Las Vegas Beautification Committee.

It is my feeling that in order to uphold their
standing and obtain the results necessary for a
committee of this type, active participation by
all the members is of vital importance and this
past year has brought several changes into my life
that makes it impossible for me to serve on the
Committee and make any worthwhile contribution.

My association with the Las Vegas Beautification
Committee has been very rewarding and you have
my very best wishes for continued success on
whatever projects you undertake.

Sincerely,

Charlene Scott

Charlene Scott

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AGENDA

City of Las Vegas

October 17, 1984

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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

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MORNING SESSION ADJOURNED AT 11:28 AM

0136

AGENDA*City of Las Vegas*

October 17, 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

1406

- A. PUBLIC HEARING - Proposed Franchise Agreement between City of Las Vegas and Southwest Gas Corporation.

ABEYANCE

11/7/84 Agenda

Robert Coli, Atty.,
and Jim Lowman,
Div. Mgr. appearedNo one appeared in
opposition.

Note: Meeting to be held 10/25/84,
10:00 A.M., Mayor's Conference Room,
with Southwest Gas, Nevada Power,
Water District, Centel, contractors,
and staff regarding coordination of
utilities and contractors engaged in
City projects for a more timely
completion of projects.

Note: Public Hearing portion of
this item is closed

VERBATIM TRANSCRIPT MADE PART OF
FINAL MINUTES

APPROVED AGENDA ITEM

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0137

FRANCHISE AGREEMENT

THIS FRANCHISE, granted this 17th day of October, 1984, by the CITY OF LAS VEGAS, a municipal corporation of the State of NEVADA (hereinafter referred to as the "CITY"), to SOUTHWEST GAS CORPORATION, a Nevada Corporation (hereinafter referred to as the "FRANCHISEE");

W I T N E S S E T H:

WHEREAS, the FRANCHISEE, a corporation organized and existing under and by virtue of the laws of the State of Nevada and duly qualified and authorized to transact a public utility business within said State, is engaged in the business of distributing natural gas to users within the corporate boundaries of the CITY; and

WHEREAS, the CITY is a municipal corporation duly incorporated within the State of Nevada and duly authorized, pursuant to its City Charter and applicable provisions of general laws of the State of Nevada, to enter into this Franchise Agreement; and

WHEREAS, the FRANCHISEE, the successor in interest to Nevada Southern Gas Company, received, on August 24, 1954, a 30-year franchise from the CITY which, on August 15th, 1984, was extended until October 31, 1984; and

WHEREAS, the FRANCHISEE did, on the 28th day of June, 1984, file with the CITY a written application for the renewal of its franchise for a term of fifty (50) years for the purpose of constructing, installing, operating and maintaining a natural gas transmission and distribution system utilizing the public streets, alleys and right of ways in the CITY; and

WHEREAS, the CITY has been requested by said application to grant the FRANCHISEE the right, privilege, permission and

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1 authority to do those acts more specifically described herein;
2 and

3 WHEREAS, subsequent to the filing of this application,
4 the City Council of the CITY adopted a resolution on September 19,
5 1984, acknowledging the filing of the aforementioned application
6 and setting forth the nature of the franchise, and the date, time
7 and place of a public hearing for consideration of whether the
8 franchise should be granted to the FRANCHISEE; and

9 WHEREAS, said application and this Franchise Agreement,
10 coming on regularly for hearing on the 17th day of October, 1984,
11 and it appearing by an Affidavit of Publication that due and legal
12 notice of the filing of said application, and of the date, time
13 and place for consideration of said application and this franchise
14 agreement has been given by publication of that resolution in the
15 Las Vegas Sun, a newspaper of general circulation within the
16 corporate boundaries of the CITY to-wit:

17 In the issues of said newspaper published on
18 the 25th day of September, 1984, and the
19 3rd day of October, 1984.

20 and

21 WHEREAS, the City Council of the CITY, in the exercise
22 of its lawful power has determined after the aforementioned public
23 hearing that it is in the best interests of the inhabitants of
24 the CITY that a franchise be granted, subject to the terms and
25 conditions hereinafter set forth;

26 NOW, THEREFORE, in consideration of the premises and
27 of the faithful performance by the FRANCHISEE of the conditions
28 hereinafter set forth, the City Council of the CITY hereby grants
29 the following franchise, as hereinafter more fully described, to
30 the FRANCHISEE, subject to the following terms and conditions:

31 SECTION 1: DEFINITIONS Wherever in this instrument
32 the following words and phrases are used, they shall have the

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1 respective meaning assigned to them in the following definitions:

2 (A) "CITY" means CITY OF LAS VEGAS, NEVADA, a
3 municipal corporation of the State of Nevada in its
4 present incorporated form or in any subsequent consoli-
5 dated, reorganized, enlarged or reincorporated form;

6 (B) The term "franchise" means the right and
7 privilege, authority and permission hereinafter more
8 particularly described;

9 (C) "FRANCHISEE" means SOUTHWEST GAS CORPORATION,
10 its lawful successors or assigns and its partners,
11 fellow joint venturers, associates, subcontractors,
12 officers, employees or other agents;

13 (D) The phrase "install, maintain and use" or any
14 derivation thereof, means to lay, construct, erect,
15 install, operate, maintain, use, repair, relocate,
16 replace, improve, extend, enlarge or remove;

17 (E) The phrase "natural gas transmission and
18 distribution system" means the gas mains, lines, pipes,
19 laterals, pumps, compressors, valves, meters, towers,
20 supports, wires, conductors, cables, fixtures, or
21 other appurtenances, located, or to be located in,
22 upon, along across, under or over the public roads of
23 the CITY and used or useful in the transmission and
24 distribution of natural gas to users within the CITY.

25 (F) The term "public road" means any public high-
26 way, street, road, alley, avenue, easement, including
27 easements reserved for road and public utility purposes
28 in any patent granted by the United States of America,
29 right of way and public place, improved or unimproved,
30 as the same now or may hereafter exist within the CITY,
31 including state highways now or hereafter established
32 within the CITY to whatever extent the CITY may have

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1 jurisdiction to authorize the use of same for the
2 purposes herein specified;

3 SECTION 2: GRANT OF FRANCHISE - The CITY hereby grants
4 to the FRANCHISEE the non-exclusive right, privilege, permission
5 and authority to install, maintain and use a natural gas trans-
6 mission and distribution system in, upon, along, across, above,
7 over and under the public roads within the corporate boundaries
8 of the CITY for which the FRANCHISEE holds a certificate of public
9 convenience and necessity issued by the Nevada Public Service
10 Commission for the purpose of the transmission, distribution and
11 sale of natural gas to users within the CITY.

12 SECTION 3: GRANT RESTRICTIONS - Nothing contained in
13 this Franchise Agreement shall be construed as authorizing the
14 FRANCHISEE to use, or permit the use of, any portion of its natural
15 gas transmission and distribution system for any purpose other
16 than those reasonably necessary for the transmission and distribu-
17 tion of natural gas unless prior written approval is obtained from
18 the CITY. No privilege or exemption is granted by or to be
19 inferred from this Franchise Agreement except those specifically
20 described herein. Any right, privilege, permission or authority
21 claimed under this Franchise Agreement in any public road shall
22 be subordinate to any prior lawful occupancy of the public road.

23 SECTION 4: NON-EXCLUSIVITY OF GRANT - The franchise
24 granted by this Franchise Agreement is not exclusive, and the
25 CITY hereby reserves the right, power and authority to grant
26 similar rights, privileges, permission and authority to any person
27 firm or corporation at any time and from time to time.

28 SECTION 5: TERM - This Franchise Agreement shall
29 commence on the date the City Council of the CITY adopts an ordin-
30 ance granting to the FRANCHISEE a franchise for the transmission
31 and distribution of natural gas to users within the corporate
32 boundaries of CITY, incorporating the terms and conditions as

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1 provided herein, and shall continue in full force and effect to
2 and including the second regularly scheduled meeting of said City
3 Council in the month of October, 2009, unless, prior to the
4 expiration of such term. (i) the FRANCHISEE shall surrender or
5 abandon its franchise, (ii) the franchise shall be forfeited for
6 non-compliance by the FRANCHISEE with the terms and conditions
7 imposed herein, or with such reasonable restrictions, limitations
8 and regulations as said City Council may from time to time, by
9 ordinance and after due notice and public hearing, impose, (iii)
10 the State of Nevada, or other public corporation thereunto duly
11 authorized, shall purchase, by voluntary agreement, or shall
12 condemn and take, under the power of eminent domain in accordance
13 with the existing law, all property actually used and useful in
14 the exercise of said franchise situate within the CITY or (iv)
15 the FRANCHISEE shall permit its corporate existence to expire
16 without renewal, whichever of the foregoing shall first occur,
17 but said franchise shall not terminate solely by reason of merger,
18 sale or other consolidation in which a successor is approved by
19 the CITY and a successor to the FRANCHISEE assumes the obligations
20 of the FRANCHISEE hereunder.

21 SECTION 6: OBTAINING A BUSINESS LICENSE - For and as
22 consideration for the execution of this Franchise Agreement, the
23 FRANCHISEE agrees to obtain from the CITY, and to renew or maintain
24 throughout the existence of this Franchise Agreement, a business
25 license and to pay the fee imposed in connection with the issu-
26 ance of said business license, all according to the provisions of
27 Title 6, Chapter 66, of the Municipal Code of the City of Las Vegas,
28 1983, Edition, or any subsequent amendment thereto.

29 In order to determine the amount of the business license
30 fee, the CITY shall have the right, from time to time and at
31 all reasonable times, to inspect the books and records of the
32 FRANCHISEE insofar as such books and records pertain to the gross

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1 receipts, expenses and the net profits necessary for the proper
2 determination of the amount of the FRANCHISEE's business license
3 fee arising from the operation of its natural gas transmission
4 and distribution system within the corporate boundaries of the
5 CITY. The FRANCHISEE shall furnish to the CITY, upon request by
6 the CITY, such reports, documents and information as may be reason-
7 ably necessary to enable the CITY to verify the correct amount of
8 the payments required to be made by the FRANCHISEE.

9 SECTION 7: FORFEITURE CLAUSE - This franchise is
10 granted upon each and every condition contained herein and shall
11 ever be strictly construed against the FRANCHISEE. Each of the
12 conditions is a material and essential condition to the granting
13 of this franchise. Except for causes beyond its reasonable con-
14 trol, if the FRANCHISEE fails to comply with any of the conditions
15 and obligations imposed hereunder, and such failure continues for
16 more than thirty (30) days after written demand from the CITY to
17 commence the correction of such non-compliance on the part of the
18 FRANCHISEE, the CITY shall have the right to revoke and terminate
19 this Franchise Agreement, in addition to any other right or remedy
20 provided by law.

21 No provision herein made for the purpose of securing
22 enforcement of the terms and conditions of the franchise hereby
23 granted shall be deemed an exclusive remedy or to afford the
24 exclusive procedure for the enforcement of said terms and condi-
25 tions, but the remedies herein provided are deemed to be cumula-
26 tive.

27 The CITY reserves the right to waive any specific breach
28 of the terms and conditions imposed herein and such waiver shall
29 not be deemed to be continuous with respect to any future breach
30 of the same or any other term or condition on the part of the
31 FRANCHISEE.

32 In the event the FRANCHISEE is adjudged bankrupt, insolvent,

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1 or placed in receivership, the CITY may terminate the rights,
2 privileges, permission and authority granted hereunder.

3 SECTION 8: QUALITY OF USE AND MAINTENANCE - The
4 natural gas transmission and distribution system which is
5 installed, maintained or used under and pursuant to the provisions
6 of the franchise hereby granted or any prior franchise shall be
7 installed, used and maintained in a good workmanlike manner, in
8 accordance with good engineering practices and in compliance with
9 all applicable laws, ordinances, rules and regulations of the
10 United States, the State of Nevada and the CITY from time to time
11 in effect.

12 The FRANCHISEE further agrees that the installation,
13 use, and maintenance of said natural gas transmission and distri-
14 bution system shall be constructed and maintained in such a
15 manner as to avoid unreasonable danger to persons and property,
16 to cause minimum interference with the proper use of public roads
17 and to cause minimum interference with use and enjoyment of
18 property by adjoining property owners.

19 SECTION 9: LOCATION: Prior to the installation, con-
20 struction, erection, enlargement, replacement, extension or
21 relocation of any portion of the natural gas transmission and
22 distribution system authorized herein, the FRANCHISEE shall apply
23 for and obtain from the CITY a permit. The CITY shall issue such
24 permit to the FRANCHISEE on such conditions as are reasonable and
25 necessary to ensure compliance with the terms and conditions
26 of this Franchise Agreement.

27 The installation, use and maintenance of the FRANCHISEE's
28 natural gas transmission and distribution system within the
29 corporate boundaries of the CITY shall be in such a manner as not
30 to interfere with the placement, construction, use and maintenance
31 of public roads, street lighting, water pipes, drains, sewers,
32 traffic signal systems or other municipal systems that have been,

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1 or may be, installed, maintained, used or authorized by said City
2 Council, acting either as the governing body of the CITY, or as
3 the governing body of any special district or entity, now or
4 hereafter created for any purpose.

5 The FRANCHISEE agrees not to install, maintain or use
6 any of its natural gas transmission and distribution system in such
7 a manner as to damage or interfere with any existing facilities
8 of another utility located within the public roads of the CITY.

9 SECTION 10: RELOCATION AND REMOVAL - Nothing in this or
10 any prior Franchise Agreement shall be construed to vest in the
11 FRANCHISEE any right or interest as to the use or location of the
12 FRANCHISEE's natural gas transmission and distribution system in,
13 upon, along, across, under or over the public roads of the CITY
14 even though such location or use was previously approved by the
15 CITY.

16 The CITY reserves the prior and superior right to lay,
17 construct, erect, install, use, operate, repair, replace, remove,
18 relocate, regrade, widen, realign or maintain any public road or
19 any surface or subsurface improvement, including but not limited
20 to water mains, traffic signal conduits, sanitary or storm sewers,
21 subways, viaducts, bridges, underpasses or overpasses, within the
22 corporate boundaries of the CITY.

23 The FRANCHISEE shall, at its own cost and expense, remove,
24 relocate or reconstruct, if necessary, any portion of its natural
25 gas transmission and distribution system located within the
26 public roads of the CITY whenever requested in writing by the
27 CITY so as to accommodate said prior and superior right of the
28 CITY.

29 Within a reasonable time, which in no event shall exceed
30 six (6) months, after receiving official written notification, the
31 FRANCHISEE shall complete such removal, relocation or reconstruc-
32 tion of that portion of its natural gas transmission and distribu-

1 tion system described in the written notice from the CITY.

2 In the event that such removal, relocation or recon-
3 struction is not completed within a reasonable time, which in no
4 event is to exceed six (6) months, the FRANCHISEE shall pay to
5 the CITY the sum of \$1,000.00, as liquidated damages and not as
6 a penalty, for each day beyond said six (6) month period, or
7 such shorter time as may constitute a reasonable time, that such
8 removal, relocation or reconstruction remains uncompleted. The
9 FRANCHISEE shall not be liable for any liquidated damages for
10 those days beyond the aforementioned time limits resulting from
11 delays beyond the FRANCHISEE's reasonable ability to control.

12 The FRANCHISEE agrees to obtain a permit as required
13 under SECTION 9 of this Franchise Agreement prior to removing,
14 relocating or reconstructing, if necessary, any portion of its
15 natural gas transmission and distribution system.

16 SECTION 11: REPAIR - If, in the installation, use or
17 maintenance of its natural gas transmission and distribution
18 system, the FRANCHISEE damages or disturbs the surface or subsur-
19 face of any public road or adjoining public property or the public
20 improvement located thereon, therein or thereunder, the FRANCHISEE
21 shall promptly, at its own expense, and in a manner acceptable
22 to the CITY, as the case may be, restore the surface or subsurface
23 of the public road or public property, or repair or replace the
24 public improvement thereon, therein, or thereunder, in as good a
25 condition as before such damage or disturbance. If such restora-
26 tion, repair or replacement of the surface, subsurface or any
27 structure located thereon, therein or thereunder is not completed
28 within a reasonable time, or such repair or replacement does not
29 meet the CITY's duly adopted standards, the CITY shall have the
30 right to perform the necessary restoration, repair or replacement,
31 either through its own forces or through a hired contractor, and
32 the FRANCHISEE agrees to reimburse the CITY for its expenses in so

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1 doing within thirty (30) days after its receipt of the CITY's
2 invoice therefor.

3 SECTION 12: REIMBURSEMENT FOR REDUCTION IN ROADWAY
4 SERVICE LIFE. The FRANCHISEE agrees to reimburse the CITY for all
5 direct and indirect costs arising from the reduction in the service
6 life of any public road resulting from the pavement cuts of the
7 FRANCHISEE. The FRANCHISEE agrees to pay within thirty (30) days
8 from the date of issuance of an invoice from the CITY for such
9 direct and indirect costs.

10 If the FRANCHISEE disputes any portion of the invoice,
11 it shall, nevertheless, make full payment of such invoice under
12 protest and may appeal the disputed portion to the City Manager
13 for a redetermination of those costs within said thirty (30) day
14 period. The City Manager shall review the matter within thirty
15 (30) days after his receipt of such payment and appeal. The
16 FRANCHISEE may submit to the City Manager such data and written
17 information in support of its request for a redetermination as
18 it deems appropriate.

19 If the FRANCHISEE disagrees with the City Manager, it
20 may appeal the City Manager's decision to the City Council if,
21 within thirty (30) days of receipt of the City Manager's decision,
22 it files a notice with the City Clerk requesting that the matter
23 be placed on the agenda for the next regular meeting of the City
24 Council for review. The decision of the City Council shall be
25 final and binding upon both the CITY and the FRANCHISEE.

26 SECTION 13: SERVICE INTERRUPTION - Except when such
27 necessity is unforeseen and immediate, whenever it is necessary to
28 shut off or interrupt services for the purpose of installing,
29 maintaining or using any of its natural gas transmission and
30 distribution system, the FRANCHISEE shall do so at such time as
31 will cause the least amount of inconvenience to its customers
32 and shall give reasonable notice thereof to its affected customers.

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1 SECTION 14: HOLD HARMLESS - The FRANCHISEE shall, at
2 its own expense and throughout the term of this Franchise Agree-
3 ment, indemnify, defend and hold harmless the CITY, and each of
4 its officers and employees, from and against any and all claims,
5 demands, actions, damages, decrees, judgments, expert witness and
6 consultant fees, attorney fees, costs and expenses which the CITY
7 or such officer or employee may suffer, or which may be recovered
8 from or obtainable against the CITY or such officer or employee
9 as a result of, by reason of or arising out of (i) the installa-
10 tion, use, or maintenance by the FRANCHISEE of its natural gas
11 transmission and distribution system, (ii) the exercise by the
12 FRANCHISEE of any or all of the rights, privileges, permission
13 and authority conferred herein, or (iii) as a result of any
14 alleged act or omission, negligent or otherwise, on the part of
15 the FRANCHISEE in performing or failing to perform any of its
16 obligations under this Franchise Agreement. The FRANCHISEE is
17 not, however, liable, nor is it required to indemnify or hold
18 harmless the CITY from and against any damage caused by the active
19 negligence of any agent, servant or employee of the CITY. The
20 CITY will furnish to the FRANCHISEE all information in its possession
21 related to such claims, demands or actions and will cooperate
22 with the FRANCHISEE in the FRANCHISEE's defense of such claims,
23 demands or actions.

24 SECTION 15: COMPLIANCE WITH LAWS - The FRANCHISEE shall
25 comply with all of the rules and regulations prescribed by the
26 Nevada Public Service Commission with regard to its certificate
27 of public convenience and necessity, including but not limited to
28 the filing of the rates to be charged for the transmission and
29 distribution of natural gas. The FRANCHISEE further agrees to
30 comply with all ordinances of the CITY presently in effect or
31 hereafter adopted, applicable to and affecting the rights and
32 privileges conferred by this Franchise Agreement.

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1 The City Council of the CITY may, at any time hereafter,
2 upon providing reasonable notice to the FRANCHISEE and the oppor-
3 tunity for the FRANCHISEE to be heard, alter or amend this
4 Franchise Agreement or impose pursuant to law such conditions,
5 restrictions or limitations in addition to those imposed herein
6 concerning the use by the FRANCHISEE of the public roads as said
7 City Council deems reasonably necessary for the public welfare or
8 the protection of the public interest.

9 SECTION 16: NON-TRANSFERABILITY - This Franchise Agree-
10 ment and the rights, privileges, permission and authority granted
11 herein are personal to the FRANCHISEE and the FRANCHISEE may not
12 sell, transfer, lease, assign or otherwise dispose of, in whole
13 or in part, either by voluntary or involuntary proceedings, any
14 of the rights, privileges, permission or authority granted pursuant
15 to the provisions of this Franchise Agreement without the consent
16 of the CITY, expressed by resolution of its City Council upon such
17 conditions as it may prescribe, and any attempt so to do, whether
18 it be by purchase or acquisition of the state controlling the
19 FRANCHISEE or otherwise, shall be void. Such consent shall not be
20 unreasonably withheld.

21 The provisions of this Section do not apply to a cor-
22 poration acquiring, with the specific approval of the Nevada
23 Public Service Commission, all or substantially all of the
24 natural gas transmission and distribution system of the FRANCHISEE
25 located in the CITY, but only upon condition that such acquiring
26 corporation specifically agree to assume, without exception, all of
27 the terms, conditions and provisions of this Franchise Agreement;
28 provided, however, that no restriction on transfer specified in
29 this Section shall be understood as preventing the FRANCHISEE
30 from conveying its properties to a trustee as security for bonded
31 indebtedness incurred in the normal course of the FRANCHISEE's
32 business.

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1 SECTION 17: PERFORMANCE BOND - The FRANCHISEE shall
2 file and maintain during the existence of this Franchise Agreement
3 a faithful performance bond in favor of the CITY in the sum of
4 FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to guarantee that the
5 FRANCHISEE shall well and truly observe, fulfill and perform each
6 and every term and condition of the franchise granted herein and
7 guaranteeing the payment of the liquidated damages as set forth
8 in Section 10 hereof. In case of any breach of any condition of
9 this Franchise Agreement, any amount of the sum designated in
10 the bond, up to the whole thereof, may be forfeited to compensate
11 the CITY for any damage it may suffer by reason of such breach.
12 Said bond shall be acknowledged by FRANCHISEE, as principal, and
13 by a corporation licensed by the Nevada Insurance Commissioner
14 to transact the business of a fidelity and surety insurance
15 company, as surety, and said bond shall be approved by the CITY.

16 SECTION 18: BREACH - In the event that a forfeiture is
17 declared as provided in Section 7 hereof, it is agreed by and
18 between the parties that the CITY will be damaged in an amount
19 and to an extent not reasonably foreseeable or calculable, and
20 that, therefore, the CITY shall be entitled to the sum of FIVE
21 HUNDRED THOUSAND DOLLARS (\$500,000.00) as liquidated damages and
22 not as a penalty, which sum shall be in addition to any and all
23 other damages which may be proven by the CITY and which sum shall
24 be covered by the bond required to be posted by the FRANCHISEE.

25 SECTION 19: REIMBURSEMENT EXPENSES - The FRANCHISEE
26 agrees to reimburse the CITY for all publication costs related to
27 the granting of this Franchise Agreement within thirty (30) days
28 after the CITY furnishes to the FRANCHISEE a written statement
29 of the costs.

30 SECTION 20: RIGHT OF ACQUISITION - The franchise
31 hereby granted shall not in any way or to any extent impair or
32 affect the right of the CITY to acquire the property of the

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1 FRANCHISEE, either by purchase or through the exercise of the
2 right of eminent domain, and nothing herein contained shall be
3 construed to contract away or to modify or to abridge the CITY's
4 right to exercise the power of eminent domain. In the event that
5 the CITY chooses to exercise its power of eminent domain, it
6 shall do so in accordance with the procedures provided by the
7 general laws of the State of Nevada for the condemnation of public
8 utility property. The valuation of such property for condemnation
9 purposes shall be made in accordance with such general laws.

10 SECTION 21: TERMINATION OF JURISDICTION - This Fran-
11 chise Agreement shall cease to apply to any public road if and
12 when the CITY ceases to be obligated to maintain such public road.
13 In the event that the CITY ceases to have jurisdiction over a
14 public road, the FRANCHISEE is subject to being required to
15 relocate all or any portion of its natural gas transmission
16 distribution system located along said public road.

17 SECTION 22: CONTRIBUTIONS - No officer or employee of
18 the FRANCHISEE shall offer to any officer or employee of the
19 CITY, either directly or indirectly, any rebate, contribution,
20 gift, money, service without charge or other thing of value
21 whatsoever, unless permitted by law and given with the consent
22 and approval of the CITY, except where given for the use and
23 benefit of the CITY.

24 SECTION 23: VALIDITY - If any section, subsection,
25 sentence, clause, phrase, word or other portion of this fran-
26 chise is held invalid, unenforceable or unconstitutional, such
27
28
29
30
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1 section, subsection, sentence, clause, phrase, word or other
2 portion will be deemed a separate, distinct and independent pro-
3 vision and such holding shall not affect the validity of the
4 remaining provisions hereof.

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

8 CITY OF LAS VEGAS, NEVADA

9
10 By WILLIAM H. BRIARE, Mayor

11
12 ATTEST:

13
14 CAROL ANN HAWLEY, City Clerk

15 SOUTHWEST GAS CORPORATION

16
17 By WILLIAM LAUB, President

18
19 ATTEST:

20
21 Secretary

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - OCTOBER 17, 1984
IX.A.- PUBLIC HEARING - PROPOSED FRANCHISE AGREEMENT BETWEEN CITY OF
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MAYOR BRIARE:

This the time set for a public hearing on a proposed Franchise Agreement between the City of Las Vegas and Southwest Gas Corporation. Are there representatives of Southwest Gas Corporation? Mr. Ogilvie, is there anything you'd like to -- any comments you might wish to make?

CITY ATTORNEY OGILVIE:

This is a formal extension of the Franchise Agreement that existed between the City and Southwest Gas and its predecessor the Southern Nevada Gas Company for many, many years. It's proposed for an additional 25 years. The Agreement which is before you is very similar to the franchise agreement which exists between Southwest Gas and the City at the present time and also the one that exists between Southwest Gas and the County. Things that you might be interested in with respect to the location of their installations -- their equipment and the removal in the event that the City might want to preempt the right of way where they exist. They agree on Page 7 that the installation of their equipment will not interfere with any existing or future street and if it does -- on Page 8 -- provides that at its own expense it will remove the conflicting equipment within a reasonable time. Reasonable time would depend upon the magnitude of the relocation. For want of a better guage, I suppose if it were a five mile stretch it would take longer than if it's a crossing of a street. We put a maximum time of six months. As to minor relocations, it has to be affected in a reasonable time.

MAYOR BRIARE:

Anything else? Comments by the Council Members?

COUNCILMAN LURIE:

Mayor, the only comment I have is the right of way and some of the problems we've been having right now with this connection of our new sewer project is that many of the utility companies have given us information that lead us to believe there's a line in the way of construction and we find out that it has been moved. Now, how do we get accurate information where your gas lines run so that we don't have delays on other projects?

COUNCILMAN LEVY:

First of all, you'd better find out if you're talking to anybody from the gas company.

COUNCILMAN LURIE:

Well, I see somebody here. Maybe you can come up and answer that question. I hate to give you an extension of the Agreement when you don't even know where your lines are located.

CITY MANAGER HALL:

We'd also like to have from a staff basis a continual update of any relocations or intended installations of those lines.

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COUNCILMAN LEVY: Well, before we even get that far -- are you on the Board of Directors?

ROBERT COLEY: I beg your pardon?

COUNCILMAN LURIE: Maybe give your name and your address for us.

ROBERT COLEY: My name's Robert Coley and I'm an attorney with Southwest Gas Corporation. To address your particular question, I will defer to Mr. Lowman, our Division Manager here in Las Vegas.

JIM LOWMAN: Jim Lowman is my name. In answer to your question, we do know where our lines are and we do consistently mark them. In fact, in the specific job you're referring to, we have frequently cut back and allowed the sewer contractor to install lines and then reconnect it again and to the best of my knowledge, it's been done with the least amount of difficulty and I don't know the specifics to which you're referring.

COUNCILMAN LURIE: The reason I bring it up is because we have had meetings with him concerning the lack of concern he has and the progress of the project and he brought up Southwest Gas, he brought up the water district, he brought up the phone company and all the utilities. You know, my concern is that if they're not accurately marked so that they know where to dig, then it delays the project, and what I'm looking for is a way to find out how we can get proper information on where the utilities are located.

JIM LOWMAN: We do have that and we're --

COUNCILMAN LEVY: Sir, you don't know where your lines are. That's what these gentlemen say. You don't know where your lines are and your cooperation has been very poorly -- we're about 90 days behind, and I've got a whole bunch of people all over my back.

JIM LOWMAN: We'll that's baloney from our standpoint because we've done several hundred line locations and if they're using us as an excuse, that's incorrect.

COUNCILMAN LEVY: Well, let's get a meeting together and find out who's correct.

JIM LOWMAN: Sure.

COUNCILMAN LEVY: Well, let's get a meeting together and let's find out who's incorrect. I think maybe we should hold that until we find that out.

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- JIM LOWMAN: The Blue Stake One Call System we utilize, and everytime anyone calls us, whether it be a sewer contractor or anyone else, we respond within 24 hours and locate those lines and there's no problem.
- COUNCILMAN CHRISTENSEN: I think we're talking specifically right now about Oakey and Valley View where they tell us that one of the reasons that that intersection is tied up for months is because they've already waited almost a month for Southwest Gas to move a line that they were going to move and they have yet to show up to do it.
- COUNCILMAN LEVY: Or tell us where it was.
- JIM LOWMAN: I'm not aware of that, but I can check that out.
- COUNCILMAN LEVY: I'd like to have a showdown. I'd like to have a meeting with Southwest Gas and if Nevada Power isn't too busy to have them come too and let's sit down and talk about it.
- COUNCILMAN CHRISTENSEN: And the Water District.
- COUNCILMAN LEVY: And the Water District.
- JIM LOWMAN: Sure. You know, there's quite a bit of water flowing down through there which we're not --
- COUNCILMAN CHRISTENSEN: That was the other excuse. They've used two of them, but the reason they've got the intersection tied up is because they can't cross the intersection. They're half way through it and they have to wait until Southwest Gas relocates the line and that's the story they told us a week and a half ago and it was three weeks prior to that that they were supposedly coming to come move the line and they hadn't done anything yet, and that's what concerns us because that's what he told us. He could be in error, but the only way we're going to find out if he's in error is if we meet with him, Southwest Gas and the Water Company and say, "Okay. Now, this is the story that's being told. Let's hear from all three of you, so we know why the hole has to be open for four months."
- COUNCILMAN LEVY: Mr. Lowman, are you the local manager?
- JIM LOWMAN: That's correct.
- COUNCILMAN LEVY: We want you there -- not your representative.
- JIM LOWMAN: Sure. I'd be there anyway.
- COUNCILMAN LEVY: You know, we've got too many representatives coming to these meetings, and I'd like for you to take that back to Mr. Wallace too. We want him there -- not his representative.

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COUNCILMAN LURIE:

MAYOR, WHAT I'D LIKE IS THAT THIS ITEM BE HELD FOR TWO WEEKS, and I think we have a meeting next Thursday.

CITY MANAGER HALL:

Yes. We have a weekly meeting on Thursdays with the contractors that we can invite all the utility people. We'll have the consulting engineers there and the contractors.

COUNCILMAN LURIE:

You know, I don't really have a problem with the 25 years and I have nothing -- really a problem with Southwest Gas. If the power company -- if I had a vote to take back, it would be the power company vote because we've got the same problems with the power company. But I think we need to have a meeting before this is approved to get information from you and whoever's signature this agreement is that we're going to have assurances that if any information is given to us that deviates from what is given to us where it's going to delay a contract, then somebody from the gas company is going to be responsible for it, and I'm asking the City Attorney to do the same thing. If I have to amend the agreement with the power company and the phone company, because the information we get from the contractor on this sewer project, and this is something when we entered these contracts we didn't know, and he tells us this information and why he needs an extension of time, then we all need to sit down and find out who's right and who's wrong. So, MAYOR, I'D LIKE TO ASK THAT THIS BE HELD FOR --

MAYOR BRIARE:

Is there anyone in the audience that wishes to be heard on the question of a proposed franchise agreement between the City of Las Vegas and Southwest Gas Corporation? This is a Public Hearing, Ladies and Gentlemen. Now, is the time if anybody's present to speak on this to do so. (No response.) There being none, then the public hearing will be declared closed and there will be no further discussions from the standpoint of this public hearing and the franchise agreement; however, Councilman Lurie's motion now to hold this is perfectly in order because it's now before the City Council.

COUNCILMAN LURIE:

Okay, Mayor, thank you. I'D LIKE TO HOLD IT UNTIL THE NOVEMBER 7TH MEETING, AND I INSTRUCT THE CITY MANAGER TO INVITE THE PRINCIPALS TO THE MEETING THAT WE HAVE ON THURSDAY WITH ALL THE INTERESTED PARTIES CONCERNING THE SEWER LINE PROJECT.

COUNCILMAN LEVY:

Excuse me -- this Thursday?

COUNCILMAN LURIE:

It would be a week from Thursday. A week from Thursday would be okay?

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COUNCILMAN LEVY: I'd like to know so that Mr. Lowman will know. When is the meeting set for?

DEP. CITY MGR. SAYLOR: Well, staff meets with them every Thursday, but if you want to arrange it for the following Thursday, fine.

COUNCILMAN LURIE: Well, to give them sufficient time, because I want you to invite the Nevada Power Company, the Telephone Company and the Water District to all of those meetings to get everybody there at one time and let the Mayor and Council know that we can time our schedule and we'll be there too.

COUNCILMAN LEVY: Publish it.

JIM LOWMAN: We can be here next Thursday, if you'd like, if you can get it that way.

DEP. CITY MGR. SAYLOR: That will be the 25th.

CITY CLERK HAWLEY: And this is a Special Meeting, right?

COUNCILMAN LEVY: It won't be a special meeting. It will just be posted that we're going to be there so that three or five of us can be at this meeting.

COUNCILMAN LURIE: I'd like it held until the 7th, but on the 25th, I'd like to invite you to this meeting and bring whoever you would like that is responsible for locating those lines that you have. And we're going to invite the other utility companies.

JIM LOWMAN: Will we receive something formally on the time, date, location?

COUNCILMAN LEVY: You've got it right now -- 8:30.

JIM LOWMAN: Where?

COUNCILMAN LEVY: Here -- upstairs in the Mayor's Conference Room.

MAYOR BRIARE: No, wait a minute. You're going to be confused here. We're talking about -- are you talking about the hearing?

COUNCILMAN LEVY: No, no.

JIM LOWMAN: No, we're talking about a coordination meeting with the contractors.

COUNCILMAN LEVY: That will be 8:30 Thursday?

CITY MANAGER HALL: I will give them written confirmation as to the time, place, all of that.

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COUNCILMAN LURIE: Tenth Floor, 8:30 on the 25th.

JIM LOWMAN: Is it appropriate for me to say something. You've closed the thing, but basically let me assure you that it is Southwest's purpose in all dealings with the City, County, and other agencies from a franchise standpoint is to make things as easy as possible and coordinate all relocations, locations, and everything. I can't speak specifically to this, but we can get at that at the meeting.

COUNCILMAN LEVY: Maybe you'll be surprised, Mr. Lowman.

JIM LOWMAN: I may. But we have been working all along the entire stretch of Oakey clear across town, and have had no coordination problems to my knowledge at this stage.

COUNCILMAN CHRISTENSEN: I have no problem with that, and I agree with you. It's just that we may need you to --

COUNCILMAN LURIE: To clarify some things.

COUNCILMAN CHRISTENSEN: -- to clarify that so that whoever's telling us that story won't be able to tell it.

JIM LOWMAN: Yes. I like in the same area and I know the problem myself.

COUNCILMAN CHRISTENSEN: I'm sure you do.

COUNCILMAN LEVY: Did you call me too to raise hell? (Laughter.)

JIM LOWMAN: We'll be there with our staff. Thank you.

MAYOR BRIARE: I think that this Council has established a decorum of informality during our meetings. We don't stand so terribly much on precedence and whether a person introduces himself by his first name or whatever, but here we're talking about a 25 year franchise for what would be -- although it's not exclusive, it certainly is exclusive -- let's don't kid ourselves -- for a big, big company that was if not founded here, it certainly was one of the early companies, and on a franchise like this, the officers and any director seems to care less as to whether they even come to the meeting. Now, supposing there was a question that one of the members of the Council had to ask that required an officer's statement? What would we do? Is this so trivial? George Ogilvie, is this such a trivial matter that an officer of the company wouldn't even be present when an award of a twenty -- I'll bet you this. If there was the XYZ Gas Corporation from Houston, Texas here competing for a franchise, I'd bet they would be here.

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MAYOR BRIARE: I think they're a little lax on public relations in that instance.

COUNCILMAN LEVY: I think if we made a motion to deny, you'd see them.

MAYOR BRIARE: No, I'm trying to preface it. This is not for you to respond to, and, Counselor, it's not for you as their lawyer to respond. It's just a statement I want to make. But I preface it, you'll notice, by our usual procedures here are quite informal, but I didn't really expect it would be so informal and so taken for granted that a vice president couldn't be here. Incidentally, I forgive Bill Long because I've known him so many years. He might be out on the golf course and I would hate to interrupt his game.

COUNCILMAN LURIE: Not today. The wind. He doesn't play in the wind.

JIM LOWMAN: No, he's not. He's working. Let me explain to you and perhaps this would answer your question. Southwest Gas happens to have its corporate headquarters here -- Southwest Gas Corporation -- and in each of the operating areas, California, Nevada and Arizona, we have a local operating company. In this case, it's called the Thunderbird Division here. Now, I am the head of that division and speak as an officer for that division, and, therefore, it's my responsibility entirely to report back to the head of corporate.

COUNCILMAN LEVY: Are you on the Board?

MAYOR BRIARE: I don't want to slight you. I don't mean to slight you, because I'm not going to vote against you anyway.

JIM LOWMAN: But you see, the officers of the company and the board of directors have charged me with that responsibility. That's why I'm here.

MAYOR BRIARE: Well, of course. We're delighted to have you. Even if your attorney showed up all by himself, we'd be delighted to have him too, but I'm just a little surprised at the company. I wonder if the Executive Vice President and so forth would be before the Public Service Commission if they were asking for a rate increase, or is it the same procedure?

COUNCILMAN LEVY: Do you do that?

JIM LOWMAN: Yes.

MAYOR BRIARE: In other words, you're the top man here.

JIM LOWMAN: In the division, that's correct.

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MAYOR BRIARE: And like I say, I don't want to slight you.

JIM LOWMAN: In terms of the every day operation of the gas company, I'm the person that sees that it runs.

COUNCILMAN LEVY: Well, then you're the guy we want at that meeting a week from Thursday.

JIM LOWMAN: I'll be glad to be there.

COUNCILMAN LEVY: You bet you.

COUNCILMAN CHRISTENSEN: Besides that, Mayor, he's lived here all his life and he's a pretty good kid. (Laughter)

MAYOR BRIARE: This will be brought up somewhere in the vicinity of two o'clock on November 7th. But the public hearing is concluded, so it will not be scheduled as a public hearing. It will be scheduled to be on the agenda as an action to be taken by the City Council.

COUNCILMAN LURIE: The 7th at two o'clock it will be reheard, but on the 25th at 8:30 in the morning we would like you at that meeting.

JIM LOWMAN: I'll be there.

MAYOR BRIARE: Not reheard.

COUNCILMAN LURIE: No, no. I mean, excuse me, not reheard. The public hearing is closed, but we'll take action then maybe.

MAYOR BRIARE: It's before the Council for what action they deem fit at that particular time.

COUNCILMAN LEVY: You know, it's interesting. I'd just like to make a comment.

COUNCILMAN CHRISTENSEN: Who's running this meeting?

COUNCILMAN LURIE: Al and Ron. (Laughter)

COUNCILMAN LEVY: I'd just like to make one comment. I think that -- if they don't know it now, anybody who wins on a job -- through a construction job or whatever it is with the City, I think they'd better realize now -- if they don't now -- that we mean business. We're not going to have these delays. We're not going to do it to our citizens. We're very serious to the construction people and the people who are doing this different work within our community and to Southwest Gas. We mean business, and we are going to make sure that the citizens of the

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COUNCILMAN LEVY: get their jobs done for the best price and for the least inconvenience. If we find out it's your fault that we went and got a 90 day delay on that line, pal, you're going to receive it. You're going to get it.

JIM LOWMAN: We'd deserve it if that's the case.

COUNCILMAN LEVY: That's right. You're the one that's driving those streets and complaining to me too. Thank you.

MAYOR BRIARE: Thank you, gentlemen. We will now go back to an ordinance that's on Council's -- oh, I beg your pardon.

ROBERT COLEY: I just wanted to make one comment. The Council did extend our franchise a few months back in August when it expired only through October 31 of this year. If, in fact, you're going to hold it until the November 7th, I would request that --

MAYOR BRIARE: You are going to be on shakey ground for seven days.

ROBERT COLEY: Alright. They wouldn't want to temporarily extend it again.

COUNCILMAN LEVY: Maybe not.

COUNCILMAN LURIE: Just go along. We're not going to shut you down on October 31st.

ROBERT COLEY: Alright. Thank you.

COUNCILMAN LURIE: It's getting cold out there. We can't have people without heat.

MAYOR BRIARE: Of course, you didn't get a vote on that. (Laughter) You're alright, Counselor. Now, this is in respect to the ordinance granting the Southwest Gas Corporation.

CITY ATTORNEY OGILVIE: That should also be held. Actually, it will have to be reintroduced since it was published, but that won't create any problem.

MAYOR BRIARE: Okay. That will be accompanying measure. We had an ordinance from this morning, Counselor, that actually was the law created to enter into the agreement. It was an ordinance under Bill 84-52, but we had to have this public hearing first before we consider the ordinance, but since we carried the matter until the 7th, the proposed ordinance will go along with it. That takes care of that. Be sure that gets on the Agenda too, Carol Ann, at the same time.

(END OF DISCUSSION.)

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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR

The items listed below, where appropriate, have been reviewed by the various City departments including sanitary sewer, storm drainage, Department of Design and Development, 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.

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CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

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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 Division of Land Development and Flood Control of the Department of Community Planning and Development.

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.

AGENDA*City of Las Vegas*

0163

October 17, 1984

BOARD OF CITY COMMISSIONERS

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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.

0164

AGENDA*City of Las Vegas*

October 17, 1984

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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

- * CONSENT ITEMS - Item A may be acted upon in one motion.

Staff recommends approval of all items. The Planning Commission has recommended approval on Item A (subdivision maps). Any item may be discussed at the Council's discretion.

A. FINAL MAP*1. TIV-ON CONDOMINIUM SUBDIVISION**

Property generally located between Fremont Street on the south and Sunrise Avenue on the north, east of Bruce Street, C-2 Zone.

Owner/Subdivider: Cy Yehros

No. of Acres: 0.424 No. of Units: 36

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Conformance to the conditions of approval for the Tentative Map.

Christensen -
APPROVED Items A,
B & C
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM*mp Cole*

1425

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

x.

A. FINAL MAP

1. Tiv-On Condominium Subdivision

This map is in conformance to the approved Tentative Map and to the subdivision regulations.

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*A. FINAL MAP2. CARMEL CONDOMINIUM SUBDIVISION

Property generally located on the west side
of Tenth Street, north of Stewart Avenue,
C-2 and R-4 Zones.

Owner: Chaim & Bonnie Yehros

Subdivider: Chaim & Bonnie Yehros

No. of Acres: .32 No. of Units: 34

Planning Commission unanimously recommends
APPROVAL, subject to the following condition:

1. Conformance to the conditions of approval
for the Tentative Map.

Christensen -
APPROVED Items A,
B & C
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM

mp Cool

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

x. 0167

A. FINAL MAP

2. Carmel Condominium Subdivision

This map is in conformance to the approved Tentative Map and to the subdivision regulations.

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*A. FINAL MAP3. THE LAKES AT WEST SAHARA, PHASE I

Property generally located on the south of
Sahara Avenue and west of Durango Drive,
N-U Zone (under Resolution of Intent to R-PD3,
R-PD4 and R-PD7).

Owner/Subdivider: E. A. Collins

No. of Acres: 79.5 No. of Lots: 172

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Conformance to the Conditions of Approval
for the Tentative Map.

Christensen -
APPROVED Items A,
B & C
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM

mp Core

CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

0169

A. FINAL MAP

3. The Lakes at West Sahara, Phase I

This map is in conformance to the approved Tentative Map and to the subdivision regulations.

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City of Las Vegas

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Plaza Vegas II, Phase 7 (Johnny Ribeiro Builders)

Property generally located north of Desert Inn Road, west of Polaris Avenue, 3.8 acres, 1 lot, M Zone.

Christensen -
APPROVED Items A,
B & C
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM

mp Cor

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

0171

B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Plaza Vegas II, Phase 7 (Johnny Ribeiro Builders)

All offsite improvements for this subdivision has been completed in accordance with the agreements and all City requirements. The improvements can be accepted subject to completion of the improvements correction list.

STAFF RECOMMENDATION: APPROVAL

INTER-OFFICE MEMORANDUM

October 30, 1984

TO:

CITY CLERK

FROM:

0172

COMMUNITY PLANNING & DEVELOPMENT

SUBJECT:

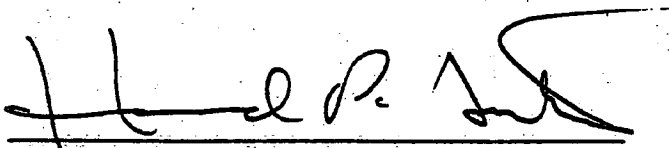
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On October 17, 1984 the City Council accepted the improvements for PLAZA VEGAS II, PHASE 7 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Community Planning & Development.

It is recommended that the Surety Bond (#9381105) with Fidelity & Deposit Company be released to the subdivider.


HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING & DEVELOPMENT

HPF:CT:bc

AGENDA*City of Las Vegas* October 17, 1984 0173CITY COUNCIL
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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)C. REQUEST FOR SEWER CONNECTION

1. Request of Meredith R. & Ruby F. Rankin to connect to City sewer on property outside City limits at the southwest corner of Torrey Pines Drive and Buckskin Avenue.

Staff Recommendation: APPROVAL

Christensen -
APPROVED Items A,
B & C
Unanimous
(Nolen excused)Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM

mp Core

To: -The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

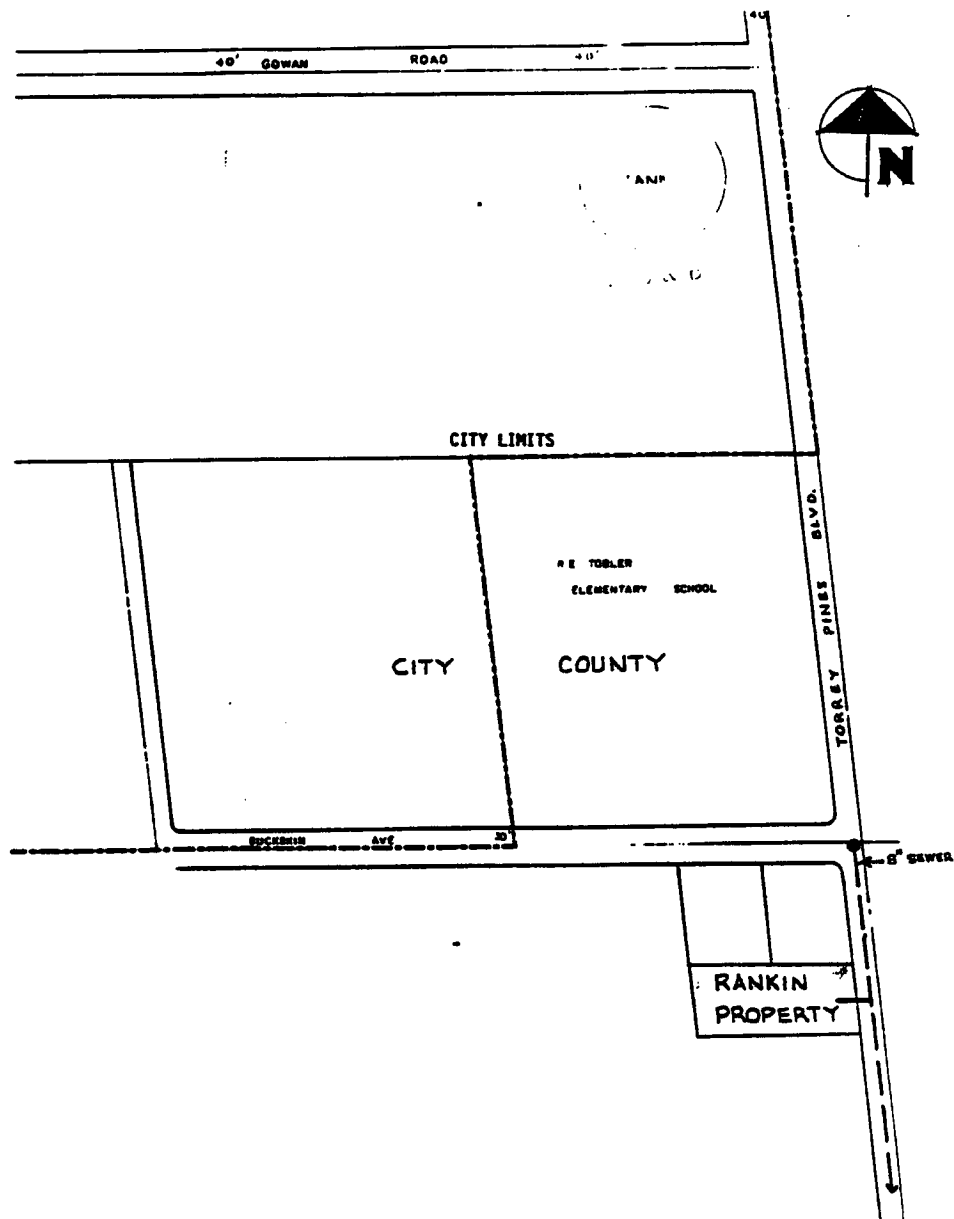
0174

C. REQUEST FOR SEWER CONNECTION

1. Request of Meredith R. & Ruby F. Rankin

The request is to allow connection to the City sewer line from property outside the City limits. The applicant is requesting this connection for a single family residence. There is an existing eight inch (8") sewer line in Torrey Pines Drive. The City limits are approximately 850 feet to the north on Torrey Pines, consequently, the property is not contiguous to the City. The applicant has signed a sewer connection agreement and an annexation petition.

Staff Recommendation: APPROVAL



0175

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)D. ENCROACHMENT REQUESTS

1. Request of the Golden Nugget Corporation
for an Encroachment Agreement at 129 E.
Fremont Street.

Staff Recommendation: APPROVAL

Levy -
APPROVED as recom-
mended
Unanimous
(Nolen excused)

Staff to proceed
Gus Raphone, C&R
Construction Co.,
appeared

APPROVED AGENDA ITEM

mp Cool

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

0176

D. ENCROACHMENT REQUESTS

1. Request of Golden Nugget Corporation for an Encroachment Agreement at 129 E. Fremont Street.

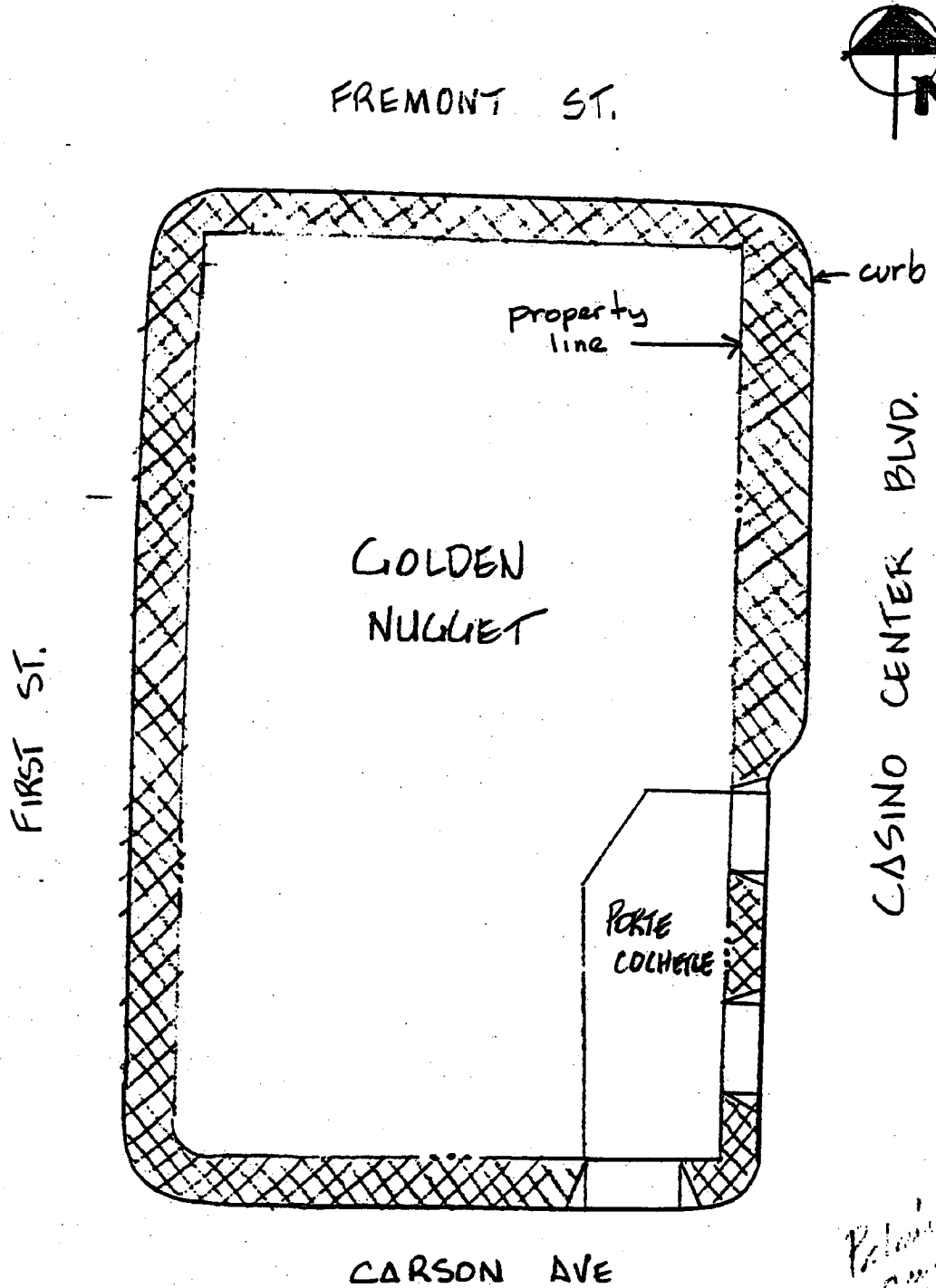
The request is for an Encroachment Agreement by the Golden Nugget Hotel and Casino to allow a concrete sidewalk around its complex to be removed and replaced with a decorative tile. The sidewalk that would be affected would be along Fremont Street, Casino Center Boulevard, First Street and Carson Avenue. The tile is non-skid with a granite appearance in dark gray and white colors. The pattern will be a criss-cross mosaic laid on a diagonal to the street, with brass strips around the larger squares. See the attached map and tile design.

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

STAFF RECOMMENDATION: APPROVAL

COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
ITEM D. 1. ATTACHMENT

0177



*Poland
10-1-84*

AGENDA*City of Las Vegas*

October 17, 1984 0178

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

E. REVIEW OF CONDITION - TENTATIVE MAP

1. Glenview Meadows Townhomes

Request of GLENVIEW DEVELOPMENT CORPORATION for a review of Condition No. 6 which requires recreation facilities in the first phase of the development.

Planning Commission unanimously recommended APPROVAL, subject to:

1. No occupancy permits will be issued for the units in the second phase of Glenview Townhomes until all recreation facilities are completed.

Staff Recommendation: APPROVAL

Levy -
APPROVED with condition amended as follows:

No occupancy permits will be issued for the units in the second phase of Glenview Townhomes until all recreation facilities in Phase II are completed.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed

APPROVED AGENDA ITEM

mp Cor

432

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

0179

E. REVIEW OF CONDITION - TENTATIVE MAP

1. Glenview Meadows Townhomes

The request is for a review of condition on an approved Tentative Map which required the developer to make arrangements for the residents in his first phase of development to utilize the recreation facilities in the adjoining development to the south or construct the proposed recreational facilities along with the first unit of this project. The recreation facilities for this project are proposed for the second phase and will be constructed to the north. At the time the Tentative Map was approved, the developer felt he could make arrangements with the homeowners association to the south; however, this is not possible and he is asking for relief from this condition.

Planning Commission Recommendation: APPROVAL, subject to condition

Staff Recommendation: APPROVAL, subject to condition that no occupancy permits be issued for the units in the second phase of Glenview Townhomes until all recreation facilities are completed.

AGENDA

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City of Las Vegas

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)F. VARIANCE1. V-101-84 - MICHAEL R. & MARGARET KEREKES

To allow a rear yard setback of 19 feet where 25 feet is required for a proposed office building and to allow a 49% building coverage where 30% is the maximum allowed on property located at 2316 West Charleston Boulevard in Zoning District C-D.

The Board of Zoning Adjustment unanimously recommends APPROVAL.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 0

Levy -
APPROVED as recom-
mended by BZA.
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed
Leo Borns, Arch.,
appeared

APPROVED AGENDA ITEM

mp Cole

To: The City Council
 Re: Community Planning and Development Agenda Item
 October 17, 1984 City Council Agenda

X.

0181

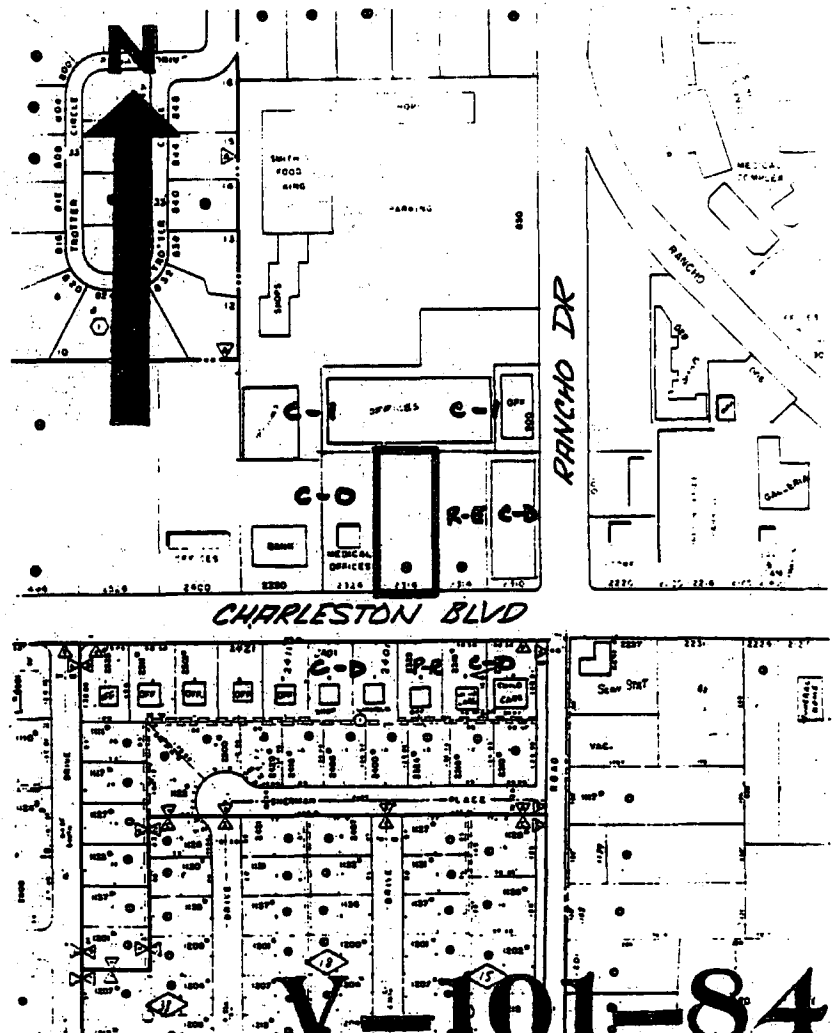
F. VARIANCE1. V-101-84 - MICHAEL R. & MARGARET KEREKES

This item is before you for final decision because it involves a variance in the C-D zone. The applicants are requesting a variance to allow a proposed office building 19 feet from the rear property line where a 25 foot setback is required and to allow a 49 percent building coverage where a 30 percent coverage is the maximum allowed. The property is located at 2319 West Charleston Boulevard, which is the third lot west of Rancho Drive on the north side. The proposed 27,400 square foot building will be two floors with a partial sub-grade parking area. There will be 90 parking spaces provided where 69 are required. The building is to be used in connection with the medical office facility immediately to the north and with the new office building at the northwest corner of Rancho and Charleston. A representative of the applicant pointed out there would be no rear setback required from this building if the property was combined with their adjoining property to the north which is correct. However, they are applying for the variance in case this property is ever sold separately in the future. Further, it was pointed out that 49 percent building coverage was not excessive and due to the 98 foot setback from Charleston Boulevard, it would be compatible in appearance.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL, because it is part of a larger office complex.

STAFF RECOMMENDATION: DENIAL, insufficient justification for this request.

PROTESTS: 0



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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)F. VARIANCE2. V-96-84 - A. W. HAM, JR., TRUSTEE

To allow two (2) freestanding signs on the front of the property where one (1) is permitted and to allow one (1) of the ground signs to be 48 square feet in size where 15 square feet is permitted on property located at 550 East Charleston Boulevard in Zoning District P-R.

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the conditions of approval of Z-39-82.
2. Conformance to the plot plan and elevations pertinent to the signs.
3. This action does not constitute access to Sixth Street as shown on the plot plan.

Staff Recommendation: APPROVAL

PROTESTS: 1

Lurie -
APPROVED as recommended by BZA and staff, subject to conditions.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed

Lance Peto appeared

No one appeared in opposition.

APPROVED AGENDA ITEM

mp Core

To: The City Council
 Re: Community Planning and Development Agenda Item
 October 17, 1984 City Council Agenda

X. 0183

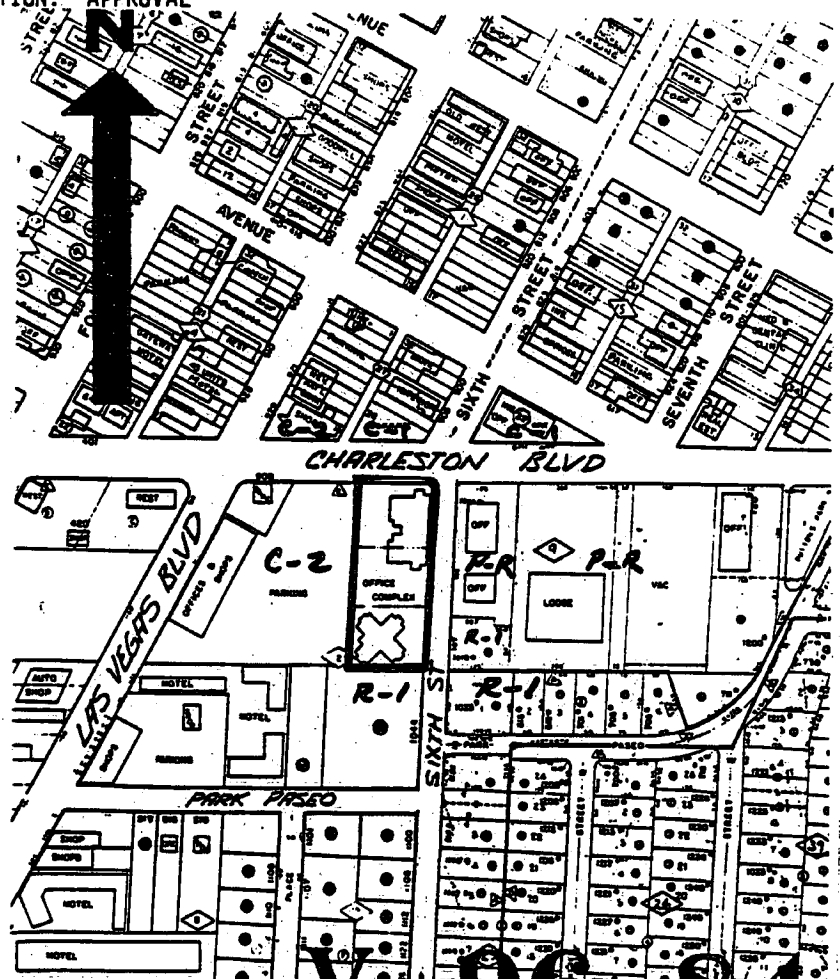
F. VARIANCE2. V-96-84 - A. W. HAM, JR., TRUSTEE

This item is before you for final decision because a similar sign variance on this property was denied by the Council in November, 1983. The current requested variance is to allow two freestanding signs on the front of the property where only one is permitted and to allow one ground sign to be forty-eight (48) square feet where fifteen (15) square feet is the maximum permitted. The property is located at the southwest corner of Sixth Street and East Charleston Boulevard in a P-R zone. This request is substantially less than the previous variance, which was for the second freestanding sign to be eighty (80) square feet in size and to a height of twelve (12) feet where five (5) feet is the maximum allowed. Also that variance was to allow a wall sign to a height of eight (8) feet where only six (6) feet is permitted. A portion of the previous variance was approved which allowed a bank to be located in a P-R zone but no deviation to the sign ordinance was allowed. The requested forty-eight (48) square feet sign will be located at the driveway entrance on Charleston Boulevard. The existing permitted sign is at the northeast corner of the property at Sixth and Charleston. The driveway entrance sign will indicate the name of the complex and the businesses that are located in this office complex. The Beautification Committee recommended approval of the request because it would be compatible with other signs on commercially zoned properties that are either adjacent or in close proximity to this property.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL, due to the predominant commercial zoning pattern along this segment of Charleston Boulevard.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 1



0184

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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
1439 G. REQUEST TO RESCIND ACTION ON VARIANCE - V-90-84 - FRANK HAWKINS, JR.	Lurie - APPROVED motion to rescind previous action Unanimous (Nolen excused)	11/7/84 Agenda
Application of FRANK HAWKINS, JR. for a Variance to allow an 8½ foot high block wall along the front and side yards adjacent to Rancho Road and Alta Drive, on property located at 2300 Alta Drive in Zoning District R-A (Ranch Acres District).		
Board of Zoning Adjustment recommended APPROVAL (2-1 vote), subject to the follow- ing conditions:		
1. Approval of the wall aesthetics by the Department of Community Planning and Development.	Note: City Clerk to renotify applicant and property owners and place back on Public Hearing Agenda under Appeals.	
2. Dedicate a 25' property line radius at the intersection of Rancho Road and Alta Drive as required by the Department of Design and Development.		
3. Approval of an encroachment agreement for the wall along Alta Drive.		
4. This approval is limited to a 6' block wall with 2 additional feet of wrought iron or decorative block which is 50% open.		
5. Provide access to the fire hydrant as required by the Department of Fire Services.		
(Continued)		
APPROVED AGENDA ITEM		
<i>mp Cor</i>		

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)G. REQUEST TO RESCIND ACTION ON VARIANCE -
V-90-84 - FRANK HAWKINS, JR. (continued)APPROVED
See Page 46

See Page 46

6. Conformance to the plot plan.

Staff Recommendation: DENIAL

PROTESTS: 3

PREVIOUS ACTION:

September 19, 1984 - Motion by Councilman Lurie to DENY appeal was approved subject to modifying the request to a six foot masonry and two foot wrought iron fence along Rancho and a four foot masonry with four foot decorative wrought iron along Alta Drive. Motion carried with Mayor Briare voting NO.

APPROVED AGENDA ITEM

mp Cor

To: The City Council
 Re: Community Planning and Development Agenda Item
 October 17, 1984 City Council Agenda

X.

0186

G. REQUEST TO RESCIND ACTION ON VARIANCE - V-90-84 - FRANK HAWKINS, JR.

This item was placed on the agenda by Councilman Lurie on behalf of the applicant to rescind the Council's previous action on this Variance which allowed an eight foot fence along the Rancho and Alta sides of the property at 2300 Alta Drive in an R-A zone. The Council amended the BZA action and allowed a six foot masonry fence with two feet of wrought iron on top along Rancho and four foot masonry with four feet of wrought iron along Alta. The applicant now wishes to modify the approval to allow the portions of the fence along Alta east and west of the circular driveway to be of the same type of fence as allowed along Rancho, which is six foot of masonry with two feet of wrought iron. The portion of the fence between the circular driveway openings would remain as approved by the Council. If the Council is receptive to rescinding its action, this item must be held in abeyance and a new public hearing conducted on this matter.

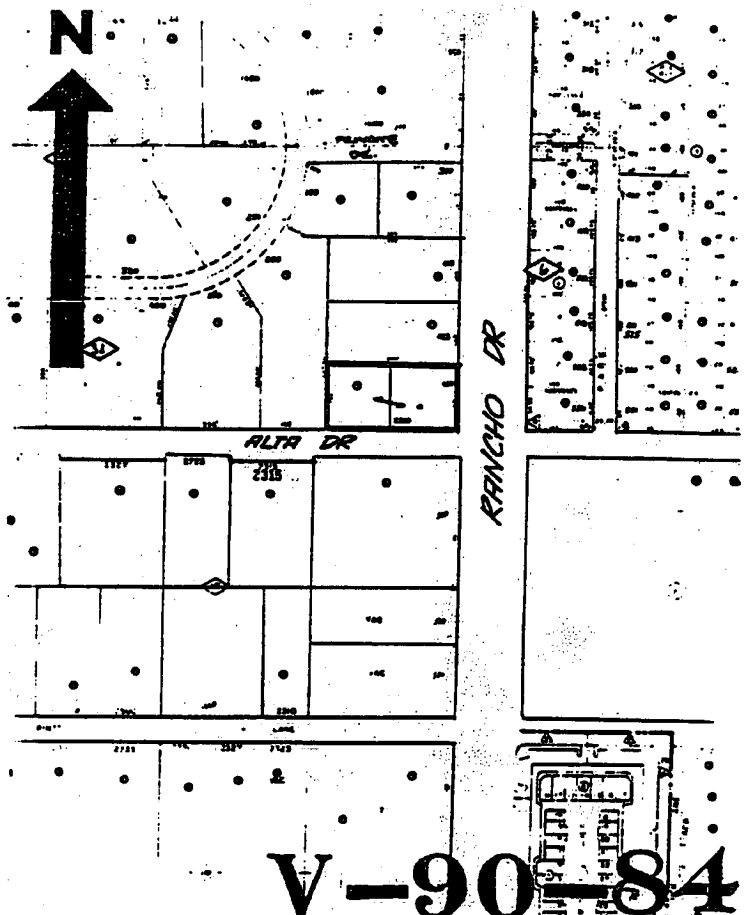
The Board of Zoning Adjustment and staff recommendations indicated below are on the previous action:

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL
 STAFF RECOMMENDATION: DENIAL

PROTESTS: 3

PREVIOUS ACTION:

September 19, 1984 - Motion by Councilman Lurie to DENY appeal was approved subject to modifying the request to a six foot masonry and two foot wrought iron fence along Rancho and a four foot masonry fence with four foot decorative wrought iron along Alta Drive. Motion carried with Mayor Briare voting no.



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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)H. ZONE CHANGE1. Z-70-84 - NEVADA ESCROW SERVICE, INC.

Reclassification of property generally located on the southwest corner of Nellis Boulevard and Harris Avenue.

From: R-E (Residence Estates)
To: C-1 (Limited Commercial)

Proposed Use: Shopping Center and Service Station

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. The second floor office area shall be relocated fifty feet (50') to the east.
3. Pave Lillian Street prior to construction of the commercial development.
4. Installation of street improvements on Harris Avenue and Lillian Street as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.
5. Dedicate thirty feet (30') of right-of-way for Lillian Street as required by the Department of Design and Development.

(continued)

Lurie -
APPROVED as recommended by staff and Planning Commission
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed

Jack Schwartz appeared

No one appeared in opposition

APPROVED AGENDA ITEM

mp Core

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)H. ZONE CHANGE1. Z- 70-84 - NEVADA ESCROW SERVICE, INC.

6. Conformance to the plot plan amended to eliminate all access to Lillian Street and to construct a six foot (6') block wall along Lillian Street that is set back six feet (6') for landscaping to be installed between the wall and the sidewalk.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 3

APPROVED
See Page 48

See Page 48

APPROVED AGENDA ITEM

mp *Core*

To: The City Council
 Re: Community Planning and Development Agenda Item
 October 17, 1984 City Council Agenda

X.

0189

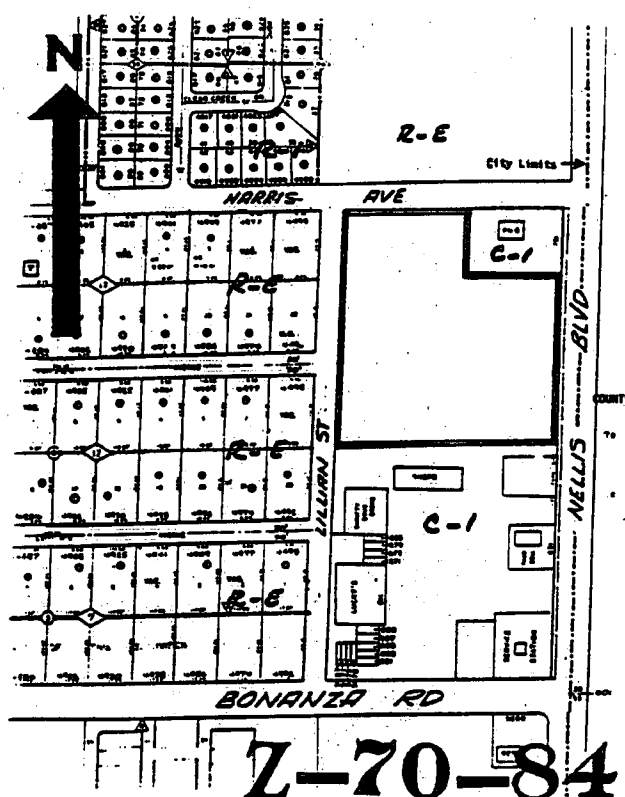
H. ZONE CHANGE1. Z-70-84 - NEVADA ESCROW SERVICE, INC.

The request is to rezone this 7.7 acre site from R-E to C-1 that is located southwest of Nellis Boulevard and Harris Avenue. The proposed use is for a shopping center with a service station facility and some office area. The building will be approximately 22 feet high and there will be 391 parking spaces provided where 347 are required. The site backs up to developed R-E to the west and developed C-1 to the south. There is R-1 development to the northwest and vacant R-E to the north. To the east is a commercial pattern along the east side of Nellis Boulevard in the County. The immediate corner of Harris and Nellis is not a part of this property and is zoned C-1 for a branch banking facility. The shopping center will be oriented towards Nellis and Harris and will back up to Lillian Street to the west. Three driveways are proposed for service vehicles and for employee parking. All access was denied to Lillian on the shopping center to the south except near Bonanza Road. That access was allowed because it was felt the property to the west along Bonanza Road would transition to a higher density residential use. At the Planning Commission meeting, staff recommended no access to Lillian Street and that the offices on the second story at the north end of the shopping center be relocated approximately fifty feet to the east side of the building which somewhat satisfied the protestants but they were primarily concerned with the dust from Lillian Street that would result when the shopping center would be constructed. The Planning Commission imposed a condition that Lillian be paved prior to the shopping center being built.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - in accordance with the commercial pattern along Nellis Boulevard.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 3 (spoke at the Planning Commission meeting)



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October 17, 1984 0190

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ITEM

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Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)H. ZONE CHANGE2. Z-68-84 - ROBERT L. CONN

Reclassification of property generally located on the southwest corner of Clarkway Drive and Washington Avenue.

From: R-E (Residence Estates)
To: R-3 (Limited Multiple Residence)

Proposed Use: Medium High Density Residential (Apartments)

Planning Commission voted (5-1) to APPROVE, subject to the following conditions:

1. Resolution of Intent shall be restricted to a twelve (12) month time limit.
2. Screen all windows on the second floor along the east side of buildings 4, 5 and 6 to obscure the view to the abutting residential properties as required by the Department of Community Planning and Development.
3. Construction of a six foot (6') block wall along the property lines which abut the low density properties and a four foot (4') block wall that is 50% open on the top two feet (2') along Clarkway Drive as required by the Department of Community Planning and Development.
4. Dedicate 40 feet of right-of-way for Washington Avenue and 20 feet property line radius at the intersection of Washington and Clarkway Drive as required by the Department of Design and Development.

(continued)

APPROVED AGENDA ITEM

mp Carr

Levy -
DENIED as recommended by staff
Motion carried with Lurie voting "no" and Nolen excused.

Clerk to notify

Robert Conn appeared

Protestants:

Stephanie Drackett

Shirley Larson
828 Clarkway

Keith Grover,
127 W. Bonanza,
appeared on behalf of UNLV Botany Dept. and indicated that he had made arrangements with Mr. Conn to relocate a rare species of plant found on this property.

1441

AGENDA*City of Las Vegas* October 17, 1984 0191CITY 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)H. ZONE CHANGE2. Z-68-84 - ROBERT L. CONN

5. Install street improvements on Washington Avenue and Clarkway Drive as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 9

DENIED
See Page 50

See Page 50

APPROVED AGENDA ITEM

mp Cor

To: The City Council
 Re: Community Planning and Development Agenda Item
 October 17, 1984 City Council Agenda

X.

0192

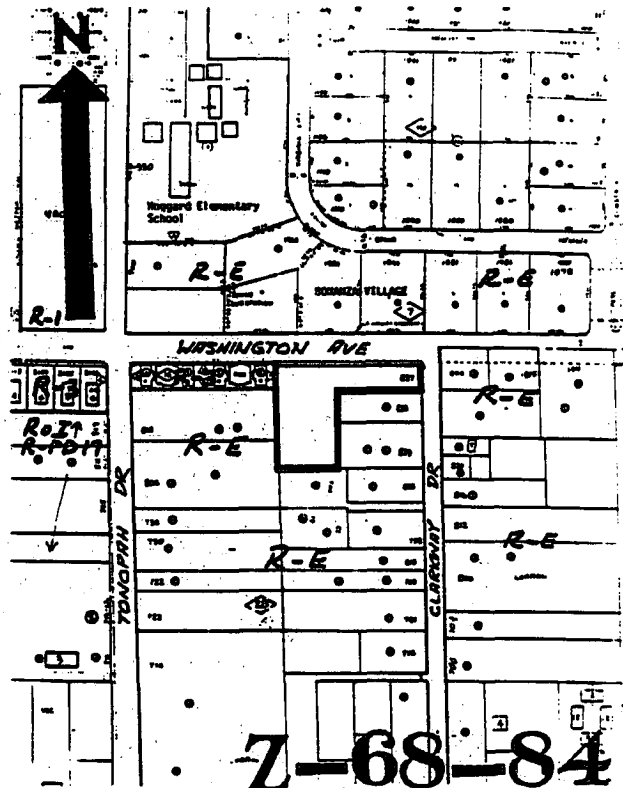
H. ZONE CHANGE2. Z-68-84 - ROBERT L. CONN

The request is to rezone this property from R-E to R-3 for a 28 unit apartment project at the southwest corner of Clarkway Drive and Washington Avenue. The parcel is approximately 1.5 acres in size and L-shaped. The 7 four-plexes will be two story and the parking will be at a one-to-one ratio (35 spaces). There is developed R-E property to the east, south and southwest. Immediately to the west on Washington is developed R-3 that was constructed by the same applicant. To the north is the Bonanza Village subdivision. The developed R-E is an older area of the City, however, it is relatively stable. To the west of Tonopah Drive, a multi-family pattern is evolving and there was R-3 approved approximately one quarter mile to the east but all access was to be to Bonanza Road to the south. This proposed apartment project would be of the same design as the apartments constructed immediately to the west. There were some protestants at the Planning Commission meeting that were primarily concerned with privacy from the two-story apartment buildings. The Planning Commission felt the zoning would be compatible and required the easterly windows on the second story of the three apartment buildings on the southeast portion of the property to be screened. A petition containing approximately 20 signatures was submitted by the applicant in favor of this request; however, a majority are from persons who rent or own apartments in the immediate area or are from persons who do not live in the immediate area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL, compatible zoning for this area.

STAFF RECOMMENDATION: DENIAL, contrary to the predominant single family pattern in this area.

PROTESTS: 9 (2 spoke at the Planning Commission meeting;
 4 in the audience;
 3 letters)



0193

(702)

648 - 3855



2-68-84

October 16, 1984

1077 Comstock Drive.
Las Vegas, Nevada. 89106.Las Vegas Commissioners
ZoningWashington-Clarkway - 4 Flex Units.

Dear Miss Madden,

Regarding the planned fourplex buildings to be built at the Washington-Clarkway intersection. I live on the corner across from this junction. I wish to express my objection to the construction, there are several reasons

1. The road at this intersection is already much more than hazardous. Two blocks of fourplexes have already been erected just above this spot. The units are directly on the street, and there are already small children living there. Inevitably, even though they have partially widened the road (making it a great place for some drivers to speed through) those children are in great danger when they ride and run in the road, without looking. Someone will be hurt, maimed or killed there its just a set up for it.

2. I appeal to the commission not to go against their original plans for our city. This area is populated by mostly custom homes, on 1/2 acre and up. Some homes have been here for almost 50 years. We struggle constantly

to keep our area RE and not overrun by high density housing.

0194

3 I honestly question the necessity for 'more' apartments in this area. Washington Plaza just a block from the proposed development has continual vacancy, is decrepit in some areas, and an eyesore. Across the street from Washington Plaza there are at least 4 houses up for rent and vacant. If these apartments & houses cannot be rented, why add more to an already vacancy prone area?

4. It seems to me that if investors have enough cash available for building these tax shelter units, that they don't care if they are rented or in a state of disrepair, they seem to be able to swing any change in zoning - For there is no way that these units can be a lucrative proposition. These kinds of construction do not help the promotion or rehabing of the west, they degenerate and become slums and eyesores. If they must build why not build substantial homes for people to live in. Not just cheap eyesores so that the wealthy investor can get his tax shelter relief.

Our homes and neighborhood are precious to us, the space we have is fast becoming an unknown quantity. please do not allow our neighborhood to have its very character changed.

Sincerely,

Stephan P. Planchett

26884

0195

To the Planning Commission & Commissioners:
We are very much opposed to this rezoning
of Clarkway Drive and Washington for apart-
ment building.

All of these people have lived here so long
and bought here because it was Rural Estates.
What do you think this will do to our property?
I cant see where this is right. Some of these
people will be completely blocked in, behind
a block wall. Plus being Two Story Buildings.

Eva F. Johnson
Arthur H. Old
Hugh A. Guss
Opal L. Zug
Wendell R. Philp
Wesley Frehner

NOTICE

0196

SEPTEMBER 25, 1984

Notice is hereby given that on September 25, 1984 at 7:30 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Planning Commission will consider the following:

Z-68-84

REQUEST OF ROBERT L. CONN FOR RECLASSIFICATION
OF PROPERTY GENERALLY LOCATED ON THE SOUTHWEST
CORNER OF CLARKWAY DRIVE AND WASHINGTON AVENUE.

FROM: R-E (RESIDENCE ESTATES)
TO: R-3 (LIMITED MULTIPLE RESIDENCE)

PROPOSED USE: MEDIUM HIGH DENSITY (APARTMENTS)

ALSO LEGALLY DESCRIBED AS A PORTION OF THE
NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHWEST QUARTER
(SW $\frac{1}{4}$) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE
61 EAST, MDB&M.

*We are against this ~~proposed~~ proposal of re-
classification of property.*

*R. Kenneth Park
Clark Park
816 Clarkway Dr.*

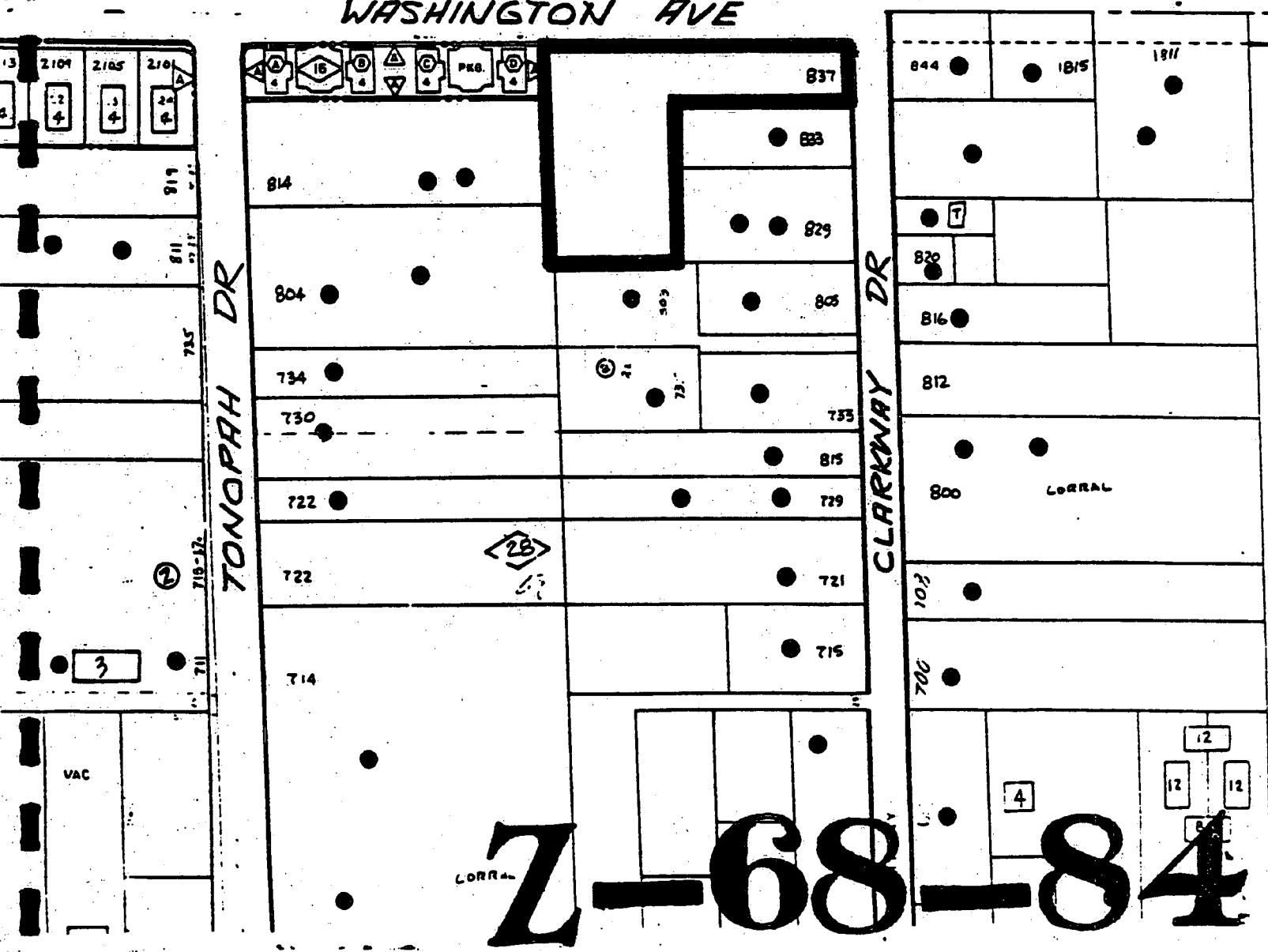
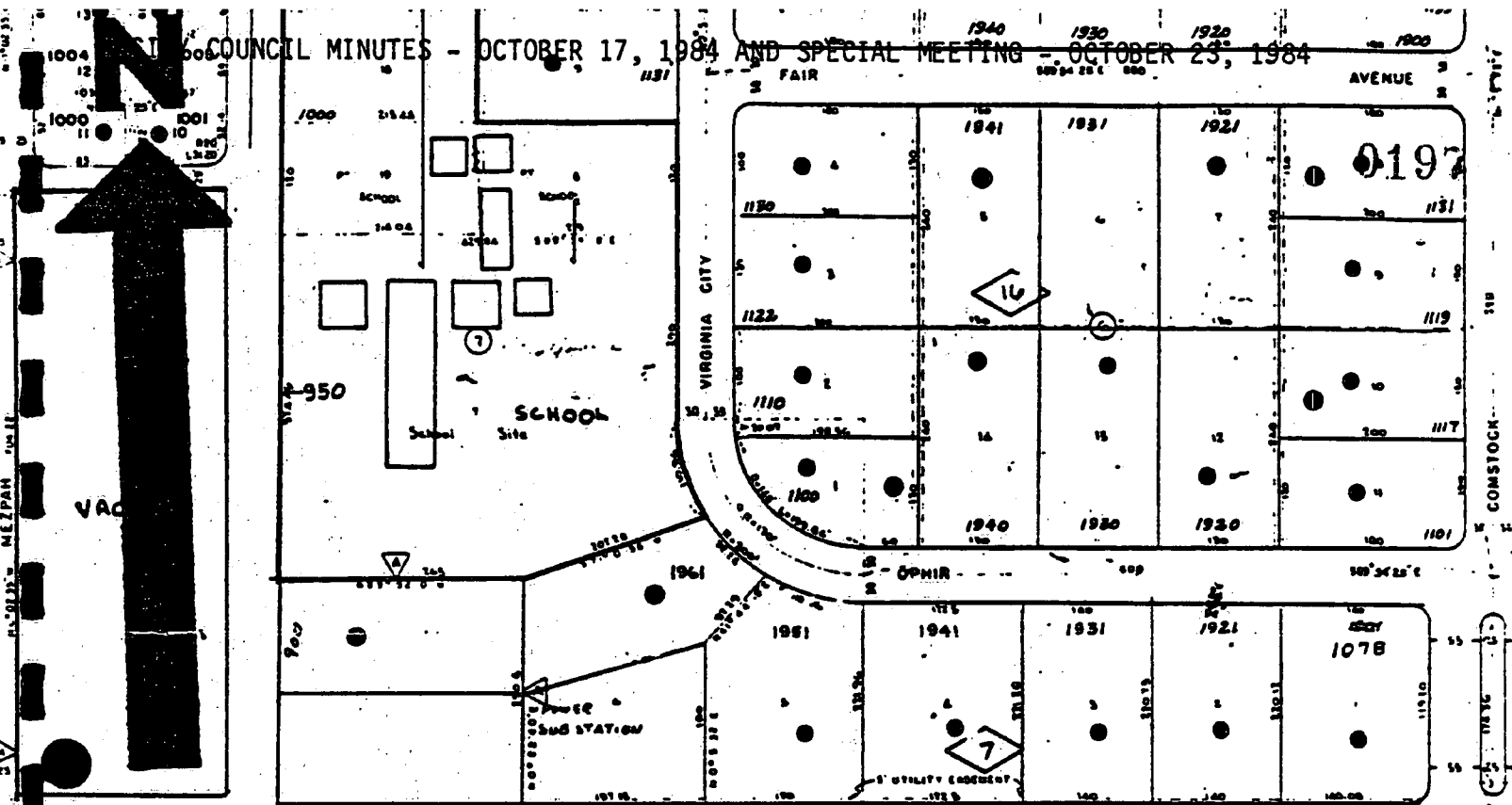
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of the proposed reclassification; or may, prior to this hearing, file with the Department of Community Planning and Development, written objections thereto or approval thereof.

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

Harold P. Foster
HAROLD P. FOSTER, DIRECTOR

HPF:1m

(The information contained above is considered to be accurate; however, there may be minor variations involved.)



0198

AGENDA*City of Las Vegas*

October 17, 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)H. ZONE CHANGE3. Z-64-84 - RAINBOW EXPRESSWAY, INC.

Reclassification of property generally located at the southeast corner of Rainbow Boulevard and Westcliff Drive.

From: R-E (Residence Estates)
To: C-1 (Limited Commercial)

Proposed Use: Shopping Center, Restaurants
and Bank

Planning Commission recommended DENIAL (4-1 vote). If approved, following are the recommended conditions:

1. Resolution of Intent shall be restricted to a twelve month time limit.
2. Conformance to the plot plan amended to:
 - a. Dedicate a cul-de-sac for Nunca Street as required by the Department of Design and Development.
 - b. Provide a 6 foot masonry wall on a 3 foot high landscaped berm along the east and south sides of the development as required by the Department of Community Planning and Development.
3. Dedicate 30 feet of right-of-way for Lorenzi Boulevard and a 25 foot property line radius at the intersection of Lorenzi Boulevard and Westcliff Drive as required by the Department of Design and Development.

(continued)

APPROVED AGENDA ITEM

MP Carr

Lurie -
ABEYANCE
Unanimous
(Nolen excused)

11/7/84 Agenda

AGENDA

City of Las Vegas

October 17, 1984

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

H. ZONE CHANGE

3. Z-64-84 - RAINBOW EXPRESSWAY (continued)

See Page 52

See Page 52

4. Install street improvements on Lorenzi Boulevard and Westcliff Drive; a sidewalk on Rainbow Boulevard and full improvements on the cul-de-sac on Nunca Street as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

Staff Recommendation: APPROVAL, with the application being amended to P-R.

PROTESTS: 49

NOTE - THIS APPLICATION IS TO BE HELD IN ABEYANCE TO NOVEMBER 7, 1984 AT THE REQUEST OF THE APPLICANT. THE SURROUNDING PROPERTY OWNERS HAVE BEEN NOTIFIED ACCORDINGLY.

APPROVED AGENDA ITEM

mp Carl

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

0200

H. ZONE CHANGE

3. Z-64-84 - RAINBOW EXPRESSWAY, INC.

The request is to rezone this 7.7 acre parcel from R-E to C-1 for a shopping center. C-1 was requested twice in the late 1970s and was denied both times because it was felt there was sufficient commercial zoning in the area. The applicant is proposing several restaurants and a bank in conjunction with the shopping center that will contain 74,000 square feet. A total of 340 parking spaces will be provided where 336 are required. There is developed R-1 to the south and east. A developed C-1 site exists to the west and there is vacant N-U and C-1 to the north which is surplus State-owned property. The applicant is proposing to orient the shopping center to Rainbow and Westcliff with no access to the east or south. A landscaped berm with a 6 foot block wall is proposed on the east and south sides adjacent to the R-1. Nunca Street, which deadends into this property along the south side of this site is proposed on the plot plan to only have a small area for a turn-around. A full cul-de-sac will be required to be constructed on the shopping center site for adequate turn-around area with a 6 foot block wall around it. The full cul-de-sac will require a revision to the proposed building location. At the Planning Commission meeting, the protestants were asked if they desired to have the application held in abeyance so they could meet with the developer and they were opposed to it on the basis they would not be receptive to a shopping center on this property under any circumstances. Staff recommended the application be amended to P-R for an office development, however, the developer stated he preferred to pursue the C-1 for a shopping center. The applicant is one of the developers who constructed the Renaissance Shopping Center at Eastern and Tropicana.

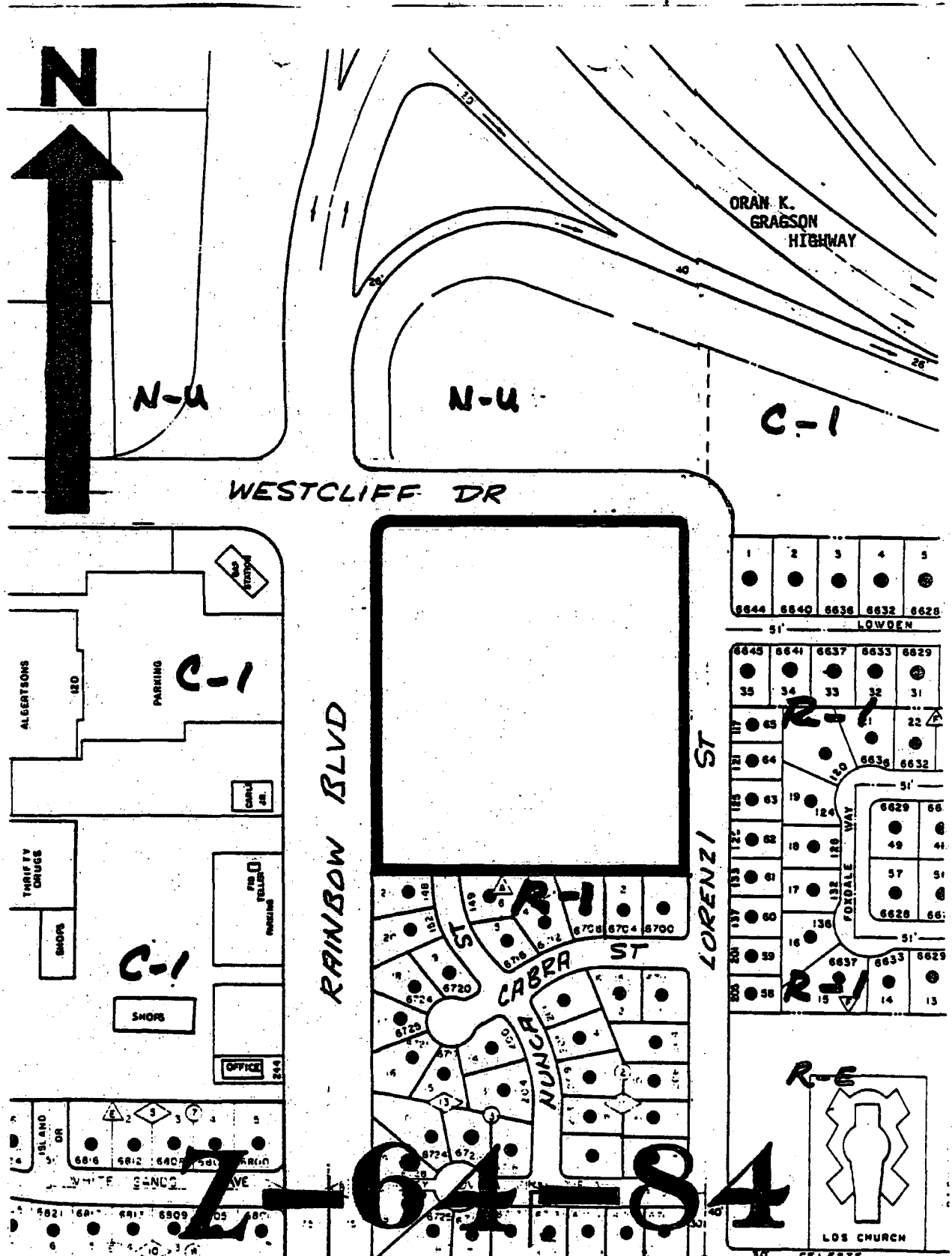
PLANNING COMMISSION RECOMMENDATION: DENIAL, there is sufficient commercial in this area.

STAFF RECOMMENDATION: APPROVAL, with the application being amended to P-R.

PROTESTS: 49 (5 spoke at the Planning Commission meeting;
20 were in the audience;
24 petition or letters)

- X. H. ZONE CHANGE
 3. Z-64-84 - RAINBOW EXPRESSWAY, INC.

0201



AGENDA

City of Las Vegas

October 17, 1984

0202

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
I. REVIEW OF BUILDING ELEVATIONS		
1. <u>Z-38-64 - VTN</u>		
Review of Building Elevations of property generally located on the north side of Oran K. Gragson Highway, east of Torrey Pines Drive, C-1 and R-3 Zones.		
Staff Recommendation: APPROVAL		
	Lurie - APPROVED elevations Unanimous (Nolen excused)	Clerk to notify & Planning to proceed Kent Anderson appeared

APPROVED AGENDA ITEM

mp Coe

To: The City Council
Re: Community Planning and Development Agenda Item
October 17, 1984 City Council Agenda

X.

0203

I. REVIEW OF BUILDING ELEVATIONS

1. Z-38-64 - VTN

At your last meeting, a plot plan review was approved for this proposed 322 unit apartment development that is located northeast of the Torrey Pines Drive and the Oran K. Gragson Highway. The Council requested that it review the building elevations prior to construction of this project. The building elevations have been submitted and are acceptable to staff.

Staff Recommendation: APPROVAL

AGENDA

City of Las Vegas

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October 17, 1984

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

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)	NONE	
J. SET DATE FOR PUBLIC HEARING ON ANY ITEM REQUIRING A PUBLIC HEARING THAT WAS ACTED UPON BY THE CITY PLANNING COMMISSION AT ITS OCTOBER 11, 1984 MEETING.	NONE	
K. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE BOARD OF ZONING ADJUSTMENT MEETING HELD SEPTEMBER 27, 1984.	NONE	
APPROVED AGENDA ITEM <i>mp Carr</i>		

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October 17, 1984

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AGENDA*City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

XI. ADDENDUM ITEMS

NONE

APPROVED AGENDA ITEM

mp Cor

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October 17, 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

XII. CITIZENS PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

NONE

MEETING ADJOURNED AT 3:00 P.M.

APPROVED AGENDA ITEM

mp Core

AGENDA*City of Las Vegas*

SPECIAL MEETING

0207

October 23, 1984
8:00 A.M.

Page 1

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

- A. Discussion and possible action with respect to hiring Farris Alexander Congdon Architects for City Hall Renovation (Professional Architectural/Engineering Consultant Services).

COUNCILMEN CHRISTENSEN AND NOLAN WERE EXCUSED. ALL OTHER MEMBERS OF COUNCIL WERE PRESENT.

Lurie -
APPROVED as recommended
Unanimous
(Christensen and Nolan excused)

Staff to proceed

- B. Discussion and possible action on Sahara/Oakey Sewer Contract Modification.

Levy -
APPROVED as recommended
Unanimous
(Christensen and Nolan excused)

Staff to proceed

- C. Discussion and possible action on an Agreement to provide vibration measurements and analysis of seismic forces in connection with City construction projects with Strobeck & Associates.

Levy -
APPROVED as recommended
Unanimous
(Christensen and Nolan excused)

Staff to proceed

MEETING ADJOURNED AT 8:30 A.M.

VERBATIM TRANSCRIPT MADE PART OF
FINAL MINUTES

APPROVED AGENDA ITEM

mp Core

City of Las Vegas

AGENDA DOCUMENTATION

Date: OCTOBER 9, 1984

TO: The City Council

FROM: MICHAEL COOL
DEPUTY CITY MANAGER

0208

SUBJECT: DISCUSSION AND POSSIBLE ACTION WITH RESPECT TO HIRING FARRIS ALEXANDER CONGDON ARCHITECTS FOR CITY HALL RENOVATION (PROFESSIONAL ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES)

PURPOSE/BACKGROUND

As a result of City Council authorization August 15, 1984, to evaluate a/e consultant firms and negotiate a contract for the City jail renovation, the firm of Farris Alexander Congdon Architects was selected. This firm was the first alternate of the screening committee for the Downtown Transportation Center project. Due to the urgent nature of the project, the firm was chosen based on the D.T.C. qualifications statement evaluation and committee ranking.

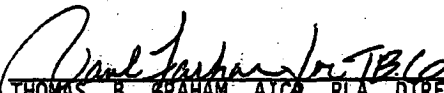
Contract negotiations began on August 22, 1984 and have resulted in a satisfactory agreement to perform the required services.

FISCAL IMPACT

The maximum amount which the City will be obligated to pay under this agreement, unless any of the additional services which must be approved and paid for separately are authorized, is \$60,000. This money is available in the revenue sharing allocation for fiscal year 1984-85.

RECOMMENDATIONS

It is recommended that the City Council approve this negotiated agreement.


THOMAS B. GRAHAM, AICP, RLA, DIRECTOR
DEPARTMENT OF DESIGN AND DEVELOPMENT

Agenda Item 10-23-84

IV (h). A.

AGREEMENT

0209

THIS AGREEMENT, made and entered into this 19th day of November, 1984, by and between the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as the "City"), and FARRIS ALEXANDER CONGDON, ARCHITECTS a Nevada corporation which is registered as an architect pursuant to the laws of the State of Nevada (hereinafter referred to as the "Architect");

WITNESSETH:

WHEREAS, the City intends to construct additions and alterations to its existing jail and booking facility consisting of interior renovation, such as, but not limited to, life safety code renovations, smoke evacuation system revisions, administrative operations improvements, and roof repairs on property which is owned by the City and located at 400 East Stewart Avenue, Las Vegas, Nevada, (hereinafter referred to as the "Project"); and

WHEREAS, the City, by formal action of its City Council at the regular meeting thereof held on October 17, 1984, selected the Architect to furnish certain professional services to design and implement the Project; and

WHEREAS, the fixed construction cost limit of the Project is \$500,000.00.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION I - SERVICES OF ARCHITECT

The Architect shall perform the Basic, Supplemental and Additional Services, as hereinafter defined, as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

The Architect hereby agrees to provide the services described in this Agreement, utilizing the firms and key personnel which are designated in the Architect's Design Team "Table of Organization," as outlined and submitted as a part of the state-

ment of qualifications for architect selection on this Project. The Architect agrees that none of the firms or key personnel which are designated therein shall be substituted without the prior written approval of the City.

0210

The Architect shall be available to assist in presentations to the City Council and/or the City's Jail Task Force as and when the same may be required, in order to obtain the necessary approvals of said group.

A.

Basic Services

The Architect's Basic Services are divided into five separate phases. The services to be rendered during each phase are described in Appendix "B" and in Sections A1 through A5. The services described in Appendix "B" may overlap or duplicate some of the language contained in Sections A1 through A5. In the event of a conflict between Appendix "B" and the provisions of Sections A1 through A5, the more restrictive language in terms of imposing a greater burden upon the Architect shall control unless otherwise agreed to by the City.

The Basic Services provided herein shall include for all phases the normal structural, mechanical and engineering services provided within the architectural profession.

1. Schematic Design Phase. The Architect shall provide the services indicated and described in Appendix "B", entitled, to wit: "PHASE 3: SCHEMATIC DESIGN SERVICES", in addition to the services hereinafter described:

a. Based upon the mutually agreed upon program and the requirements of the Project budget, the Architect shall prepare, for the approval of the City, schematic design documents which shall consist of drawings and other documents illustrating the scale and relationship of the Project components. These documents shall be presented to the City no later than January 4, 1985.

b. The Architect shall review with the City alternative approaches in the design and construction of the Project.

c. The Architect shall furnish the City with six (6) complete sets of drawings and/or reports/specifications for

approval, one (1) of which sets shall be returned to the Architect, who shall make any corrections which are noted thereon and signed by the City. 0211

d. Based upon the schematic design documents, the Architect shall submit to the City a statement of the probable construction costs, which shall be based upon the current area, volume or other unit costs.

2. Design Development Phase. The Architect shall provide the services indicated and described in Appendix "B", entitled, to wit: "PHASE 4: DESIGN DEVELOPMENT SERVICES", in addition to the services hereinafter described:

a. Based upon the approved schematic design documents and any adjustment authorized by the City in the program or the Project budget, the Architect shall prepare, for the approval of the City, design development documents which shall consist of drawings and other documents which fix and describe the size and character of the entire Project with respect to materials, architectural, structural, mechanical and electrical systems and other such elements as may be appropriate. These documents shall be presented to the City no later than February 8, 1985.

b. The Architect shall furnish the City with six (6) complete sets of drawings and/or reports/specifications for approval, one (1) of which sets shall be returned to Architect, who shall make any corrections which are noted thereon and signed by City.

c. The Architect shall submit to the City an updated statement of the probable construction costs, which shall contain a breakdown of the costs for the major divisions of the work, plus the preliminary cost per square foot for the Project by major components.

3. Construction Documents Phase. The Architect shall provide the services indicated and described in Appendix "B" entitled, to wit: "PHASE 5: CONSTRUCTION DOCUMENT SERVICES", in addition to the services hereinafter described:

a. Based upon the written approval of the design development documents and any further adjustment in the scope or quality of the Project or in the Project budget which is authorized by the City, the Architect shall prepare and submit, for the approval of the City, construction documents which shall consist of

drawings and specifications which set forth in detail the requirements for the construction of the Project, including drawings which indicate the disposition of any and all existing equipment which is contained on the site. 0212

b. The Architect shall assist the City in the preparation of the necessary bidding information, bidding forms, conditions of the construction contract and form of agreement between the City and the successful bidder.

c. The Architect shall advise the City of any adjustment to previous statements of the probable construction costs which may be required by changes in the requirements of the Project or in the general market conditions.

d. On or before April 12, 1985, the Architect shall submit to the City ten (10) sets of the working construction documents and the final construction cost estimate of the Project, which shall contain a breakdown of costs for the major divisions of the work, plus the cost per square foot, for the City's preliminary approval, including the preliminary review of the City's Building and Safety Department. One (1) copy of such documents shall be returned to the Architect, marked with desired corrections (if necessary) and signed by the City, and, after all such corrections have been made by the Architect and the preliminary approvals have been obtained from the City, the Architect shall secure written approvals for the construction plan from all other regulatory authorities which may have jurisdiction over the Project and from all utility companies, as required for the utility services which will be connected with the Project and the City agrees to pay for or reimburse the Architect for any charges imposed by the regulatory authorities or utilities in connection with the securing of approval.

e. When the drawings, specifications and all other contract documents have been completed and approved by the City and all other agencies which have jurisdiction over the Project, the Architect and the City shall mutually agree to the manner and method of reproduction for all final Bid Documents. If no other agreement is made, the final Bid Documents shall be made available by the Architect to the City or the City's designated agency for necessary reproduction as and when requested by the City. All costs of such reproduction of final Bid Documents shall be billed directly to the City "at cost" by the City's designated agency.

f. The Architect shall advise the City of any adjustment to the previous Final Construction Cost Estimate for the Project which may be required by changes in the requirements of the Project or in the general market conditions.

0213

4. Bidding or Negotiation Phase. The Architect shall provide the services indicated and described in Appendix "B" entitled, to wit: "PHASE 6: BIDDING OR NEGOTIATIONS SERVICES", in addition to the services hereinafter described:

a. The Architect, following the City's approval of the construction documents and of the Final Construction Cost Estimate for the Project, shall assist the City in obtaining bids or negotiated proposals and in the preparation and award of the contracts for the construction of the Project.

5. Construction Phase - Administration of the Construction Contract. The Architect shall provide for services indicated and described under Appendix "B" entitled, to wit: "PHASE 7: CONSTRUCTION CONTRACT ADMINISTRATION SERVICES", in addition to the services hereinafter described:

a. The construction phase will commence with the award of the construction contract and, together with the Architect's obligation to provide the Basic and Supplemental Services, will terminate when the final payment to the contractor is due, or, in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date which is determined by the Architect to be the date of substantial completion of the work, whichever first occurs.

b. Unless otherwise provided in this Agreement and incorporated in the contract documents, the Architect shall provide administration of the construction contract as provided under this paragraph 5.

c. The Architect shall be the representative of the City during the construction phase and shall advise and consult with the City concerning the progress of the construction. Instructions to the contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the City only to the extent which is provided in the contract documents, unless the contract documents are otherwise modified by a written instrument.

d. The Architect shall visit the site at such intervals as are appropriate to the stage of construction or as is otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. These visits shall average once a week throughout the

0214

extent of the construction contract. One such visit shall be regularly scheduled weekly and shall be attended by a principal of the Architect or its alternate in conjunction with the authorized representatives of the City. This regular weekly meeting shall consist of an Architect-City only session and a subsequent Architect-City-Contractor session which shall be held, whenever possible, immediately after the Architect-City only session and shall be held at a place which is designated by the City.

e. Notwithstanding anything contained in subparagraph (d) of this paragraph to the contrary, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. However, on the basis of its on-site observations as an architect, the Architect shall keep the City informed of the progress and quality of the work and shall endeavor to guard the City against defects and deficiencies in the work of the contractor.

f. The Architect shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions or programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other person who performs any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.

g. The Architect shall at all times have access to the work wherever it is in preparation or progress, and the construction contract shall so provide.

h. The Architect shall determine the amounts which are from time to time owed to the contractor, based on its observations at the site and on evaluations of the contractor's applications for payment, and shall issue certificates for payment in such amounts, as provided in the contract documents.

i. The issuance of a certificate for payment shall constitute a representation by the Architect to the City, based on the Architect's observations at the site and on the data which comprises the contractor's application for payment, that the work has progressed to the point indicated in such application; that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon the substantial completion of the

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Project, to the results of any subsequent test which is required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications which are stated in the certificate for payment); and that the contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum.

j. The Architect, as the representative of the City, shall be the interpreter of the requirements of the contract documents and the judge of the performance thereunder by the contractor. The Architect shall render all interpretations which may be necessary for the proper execution or progress of the work with reasonable promptness on the written request of either the City or the contractor and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor which relate to the execution or progress of the work or the interpretation of the contract documents. All such interpretations and decisions of the Architect shall be consistent with the intent of, and shall be reasonably inferable from, the contract documents and shall be in written or graphic form. In its capacity of interpreter and judge, the Architect shall also endeavor to secure faithful performance of the contract documents by the contractor.

k. The Architect's decisions in matters which relate to artistic effect shall be final if they are consistent with the intent of the contract documents. The Architect's decision on any other claim, dispute or other matter, including a claim in question between the City and the contractor, shall be subject to arbitration as provided in this Agreement and in the contract documents.

l. The Architect shall have the authority to reject any work which does not conform to the contract documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable to do so in order to implement the intent of the contract documents, the Architect, with advance notice to and approval of the City, shall have the authority to require special inspections or testing of the work in accordance with the provisions of the contract documents, whether or not such work be then fabricated, installed or completed.

m. The Architect shall review and sign or take other appropriate action with respect to the contractor's submittals, such as shop drawings, product data and samples, but only for conformance with the design concept of the work and with the information given in the contract documents. Such action shall be taken with reasonable promptness in order to cause no unnecessary delay or interruption in the progress of the work. The Architect's review and signing of a specific item shall not indicate its approval of any assembly of which such item is a component.

n. The Architect shall prepare change orders for the City's approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work which do not involve an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the contract documents.

o. The Architect shall conduct inspections to determine the dates of substantial completion and of final completion, shall receive, review and forward to the City, for the City's review, written warranties and related documents which are required by the contract documents and assembled by the Contractor, and shall issue a final certificate for payment.

p. The extent of the duties and responsibilities and the limitations on the authority of the Architect as the City's representative during construction shall not be modified or extended without the written consent of the City and the Architect.

B.

Supplemental Services

The Architect's Supplemental Services shall consist of those services indicated and described in Appendix "B" entitled, to wit: "PHASE 1: PREDESIGN SERVICES" and the services hereinafter described:

The Architect shall review the preliminary information which is furnished by the City in order to ascertain the requirements of the Project and shall refine this information, along with any additional information which the Architect may deem necessary, in order to compile a final program for the Project.

C.

Additional Services

The services which are described in the following paragraphs 1 to 10, inclusive, are not included in the Basic or Supplemental Services. They shall be provided, if authorized in writing by the City, and, if so authorized, they shall be paid for by the City as provided under Section IV C, in addition to the compensation for the Basic and Supplemental Services.

1. Preparing documents of alternate, separate or sequential bids or providing extra services in connection with the bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when such services are requested by the City.

2. Providing architectural services after the issuance to the City of the final certificate for payment, or, in the absence of a final certificate for payment, more than sixty days after the date which is determined by the Architect to be the date of substantial completion of the work.

3. Preparing to serve or serving as an expert witness on behalf of the City in connection with any public hearing, arbitration proceeding or legal proceeding on matters which do not involve any issue as to correctness of any documents produced by the Architect, such as plans, drawings or specifications for the Project. As to testimony needed by the City in defense of the correctness of the Architect's plans, drawings or specifications, such testimony shall be considered compensated as part of compensation paid for the Architect's Basic Services.

4. Making revisions in drawings, specifications or other documents in situations in which such revisions are inconsistent with the written approvals or instructions which were previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes which are not solely within the control of the Architect.

5. Providing consultation concerning the replacement of any work which may be damaged by fire or other cause during the construction and furnishing such services as may be required in connection with the replacement of such work.

6. Providing services which are made necessary by:

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- a. the default of the Contractor;
- b. any major defect or deficiency in the work of the Contractor; or
- c. the failure to perform under the terms and conditions of the Contract Documents by either the City or the Contractor.

7. Providing any other service which is not otherwise included in this Agreement or is not customarily furnished in accordance with generally accepted architectural practices.

8. Providing detailed estimates of construction costs or detailed quantity surveys or inventories of materials, equipment and labor, beyond those required under the Basic or Supplemental Services of this Agreement.

9. Preparing supporting data and other services in connection with change orders if the change in the Basic Compensation resulting from the Adjusted Contract Sum is outside the scope of services required of the Architect by this Agreement.

10. Drafting a set of reproducible record prints which are to be provided by the City showing changes in the work made during the construction process (as builds); the drafting to be based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

SECTION II - RESPONSIBILITIES OF CITY

A. The City shall:

1. Provide information concerning its requirements for the Project, including data which is relative to the design or construction of the Project. This includes the furnishing special sections which may be required to be included in the contract specifications.

2. Guarantee access to, and make all necessary provisions for the Architect to enter upon, City-owned land as may be required in order for the Architect to perform its work under this Agreement.

3. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents which are

presented by the Architect and render, in writing, decisions which pertain thereto within a reasonable time.

4. Advertise for proposals from bidders, open such proposals at the appointed time and place and pay all costs incidental to the bidding process.

5. Give prompt written notice to the Architect whenever the City observes or otherwise becomes aware of any defect in the Project.

6. Provide such inspection services as may be required during construction of the Project in addition to those which the Architect is required to provide in accordance with the terms of this Agreement.

B. The City, when and if the City Manager determines that it is in the best interests of the City to do so, can hire a professional owner's clerk-of-the-works for the Project to provide the City's inspection services which may be required during the construction.

SECTION III - PERIOD OF SERVICES

A. The Architect shall proceed with the performance of the services called for in this Agreement as indicated in the Period of Services Schedule, attached hereto as Appendix "A" and by this reference made a part hereof.

B. The Construction Phase of this Agreement (Section IA 5) shall commence with City's issuance of a notice to proceed to the contractor and shall continue throughout the length of the construction contract.

SECTION IV - PAYMENT

The City shall compensate the Architect for all of the services which it provides hereunder in accordance with the terms of this Agreement, as follows:

A. Basic Services. For the Basic Services as described in subsection I(A) of this Agreement, the City shall pay the Architect 9% of the total construction costs of the Project as determined under Section V, in the following manner:

1. Payments for the Basic Services shall be made monthly, provided that each invoice is received by City for approval at

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least 10 days prior to the regular meeting of the City Council at which approval for the payment thereof is requested (meetings of the Council are held on the first and third Wednesdays of each month) and shall be in proportion to the services which were performed within each Phase of services.

2. The amount of compensation to be paid by the City for each of the Basic Services shall be equal to the cumulative percentages set opposite the respective Phases of the Basic Services as follows:

<u>Project Phase</u>	<u>Cumulative Percentage</u>
a. Schematic Design Phase:	Percent (15%)
b. Design Development Phase:	Percent (40%)
c. Construction Documents Phase:	Percent (75%)
d. Bidding or Negotiation Phase:	Percent (80%)
e. Construction Phase:	Percent (100%)

3. If, as a result of previous payments for the Basic Services, the Architect has received compensation in excess of that which is provided for as the total compensation for such Services (9.0% of the total construction costs), the Architect shall refund such excess to City at the completion of Construction Phase.

B. Supplemental Services. For the Supplemental Services as described in subsection I(B) of this Agreement, the City shall pay the Architect upon completion a lump sum payment in the amount of \$8,500.00, for program refinement.

C. Additional Services. For the Additional Services which are requested by the City under subsection I(C) of this Agreement, compensation shall be made monthly upon the presentation by the Architect of a detailed schedule of the services which were performed and the amounts for which payment is requested. For the Architect's Additional Services, compensation shall be computed as follows:

1. Principals' time-at the fixed rate of \$108.08 per hour. For the purposes of this Agreement, the principals shall be:

Hartley W. Alexander - Principal

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Gary E. Congdon - Principal

2. Within fifteen (15) days of the execution of this Agreement, the Architect shall submit a letter to the City designating his authorized alternate and that persons hourly wage rate as per the proper category listed in Appendix "C" of this Agreement.

3. Employees' time-computed at a multiple of two and eight-tenths 2.8 times their direct personnel expense, as that term is defined under Subsection L of Section VI of this Agreement.

4. Additional Services of professional subconsultants which are engaged for the normal architectural, structural, mechanical, electrical, civil and geotechnical engineering services (other than the Basic and Supplemental Services which are required to be provided by the Architect) - at a multiple of one and one quarter 1.25 times the amount which the subconsultant submits bills to Architect for such services, provided that the rates have been previously approved by the City.

D. The City shall reimburse the Architect at a multiple of 1.2 (one and two tenths) times the actual expenditures made by Architect, its employees or professional consultants in only the following areas, provided the expenditures have been authorized in advance by the City.

1. The expense of computer time, when it is used in connection with any of the Additional Services.

2. If overtime work is authorized in advance by the City, the expense of such overtime work which requires higher than regular rates and the expenses of renderings or models for the City's use.

3. Reimbursible expenses as required by the contract or as authorized by the City.

E. If, and to the extent that, the contract time which is initially established in the contract documents is exceeded or extended through no fault of the Architect, compensation for any of the Basic or Supplemental Services which are required for the administration of the construction contract during such extended period shall be computed as set forth in this Agreement for the Additional Services.

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The construction costs which shall be used as the basis for determining the Architect's basic compensation under Section IV A shall be the total costs or estimated costs to the City of all of the work which has been designed or specified by the Architect and shall be determined in accordance with the following order of precedence:

A. For completed construction, the total costs of such work;

B. For work which is not completed, the lowest bona fide bid which was received from a qualified bidder for any or all such work, or, if the work was not bid, the lowest bona fide negotiated proposal which was submitted for any or all of such work; and

C. For work for which no such bid or proposal was received, the latest detailed estimate of the construction costs, if one is available, or the latest statement of the probable construction costs.

SECTION VI - MISCELLANEOUS PROVISIONS

A. The City's Project Coordinator

The Director of Design and Development of the City, or his authorized representative, is hereby designated as the City's Project Coordinator with respect to the work to be performed under this Agreement, and, as such he shall have complete authority to transmit instructions, to receive information and to interpret and define the City's policies and decisions with respect to the materials, equipment elements and systems which are pertinent to the work to be performed under this Agreement.

B. Standards of Professional Services

All of the professional services to be rendered under this Agreement shall conform to the requirements of the following standards, when the same are applicable:

1. The Uniform Building Code, as published by the International Conference of Building Officials (1982 Edition).

2. The National Electrical Code, as published by the National Fire Protection Association International (1981 Edition).

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3. The Uniform Plumbing Code, as published by the Western Plumbing Officials Conference (1982 Edition).

4. The Heating, Ventilation, Air Conditioning Guide, as published by the American Society of Heating and Air Conditioning Engineers (1982 Edition), and the Uniform Mechanical Code, as published by the International Conference of Building Officials (1982 Edition).

5. The State of Nevada Industrial Commission Codes of Safety Orders.

6. The regulations of the Division of Public Health Engineering, Nevada State Department of Health.

7. Municipal ordinances in effect at the Project site.

8. Regulations of the City's Department of Fire Services, including without limitation the 1982 Edition of the Uniform Fire Code and all ordinances of the City which pertain to fire safety.

9. Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, (1978 Edition), as amended to date.

10. The provisions of the Consent Decree approved and entered by the United States District Court in that action entitled, to wit: "John Capel, et al., Plaintiff and the United States of America, Plaintiff-Intervenor vs. John D. McCartney, etc. et al" Civil LV 77-118, RDF.

C. Individuals in Responsible Charge of the Work

Hartley Alexander and Gary Congdon as supervising representatives of the Architect, or their designated alternate, shall be in charge of the work at all times.

D. Changes in Scope of Work

The City's Project Coordinator may, at any time, issue written directions which require additional work or which direct the omission of or variations in the work to be performed under this Agreement and within the general scope thereof. If any such direction results in a change in the amount or character of the work covered by the fee compensation provided for herein, an equitable adjustment in such compensation shall be made, and the

Agreement shall be modified in writing accordingly. Any claim of the Architect for adjustment under this provision must be asserted in writing within thirty (30) days after the date on which the Architect receives notification of such change. The City's Project Coordinator, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Architect is to be made. However, nothing provided in this subsection D shall excuse the Architect from proceeding with the prosecution of the work as so changed. Except as is otherwise expressly provided herein, no charge for any extra work or material will be allowed as a result of any such change.

E. Termination and Progress Payments

The City reserves the right to terminate this Agreement without cause or default on the part of the Architect immediately upon written notification to the Architect. Notification of the Architect is deemed to have occurred on that date that the City 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".

If this Agreement is terminated upon completion of any Phase of the Architect's services, the progress payments to be made in accordance with the Agreement on account of that and all prior Phases shall constitute the total payment for the services which the Architect has rendered. If the Agreement is terminated during any Phase of the Architect's services, the Architect shall be paid for the services which were performed during that Phase on the basis of a reasonable estimate of the value of that portion of such Phase which was completed prior to such termination.

F. Insurance

1. The Architect shall provide, and shall maintain in full force and effect at all times during the period in which this Agreement is in effect, insurance to protect itself and the City as follows:

a. For claims under Nevada Industrial Insurance Act; and

b. Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.00,

insuring against the negligent acts or omissions committed by the performance of this Agreement. Said insurance shall be provided and maintained during the existence of this Agreement, and for two (2) years after the date of acceptance by the City of the constructed Project. A provision shall be included in said coverage which makes the carrier bound by any decision or judgment rendered pursuant to, or in accordance with, the arbitration provisions of Subsection H of this Section.

c. Architect's liability insurance as follows:

(1) Employer's liability and comprehensive general liability insurance shall include "all states" endorsements. To the extent that Architect's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

(2) The limits of liability for Architect's liability insurance shall not be less than:

(a) Workmen's Compensation: Statutory

(b) Employer's Liability: \$500,000 each person

(c) Comprehensive General Liability:

(1) Bodily Injury: \$500,000 each person
\$500,000 each occurrence

(2) Property Damage: \$500,000 each occurrence
\$500,000 aggregate

(d) Comprehensive Automobile Liability:

(1) Bodily Injury: \$500,000 each person
\$500,000 each occurrence

(2) Property Damage: \$200,000 each occurrence
\$200,000 aggregate

(2) Prior to commencement of this Agreement, and as a condition precedent thereto, the Architect will obtain the insurance coverage required hereunder and will furnish Certificate of Insurance to the City demonstrating the procurement of such insurance.

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(3) The insurance coverage required herein must be written by a company acceptable to the City and which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the City must contain a clause to the effect that cancellations, reductions or restrictions shall not become effective until thirty (3) days after written notice to the City. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the City reserves the right to terminate this Agreement.

G. Disputes

Except as is otherwise provided in this Agreement, any dispute between the Architect and the City which involves a question of fact arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City's Project Coordinator, who shall reduce his decision to writing and mail, or otherwise furnish a copy thereof to the Architect. The decision of the City's Project Coordinator shall be final and conclusive unless, within thirty (30) days after the date on which the Architect receives its copy of such decision, the Architect mails or otherwise furnishes to the City's Project Coordinator a written appeal from the decision, addressed to the City Council. The decision of said Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Architect shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Architect shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City's Project Coordinator's decision.

H. Consent to Arbitration

It is expressly agreed and understood between the parties that in the event the City is named as a party to any arbitration action arising out of, or resulting from, the construction of the Project, the Architect agrees and irrevocably consents, at the option of the City, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom.

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

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failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

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

I. Ownership of Documents

All documents which are prepared as instruments of service are, and shall remain, the property of the Architect. All reports, plans, information, data and similar documents which are given, prepared or assembled by the Architect or any of its sub-contractors under this Agreement, however, shall not be made available to any individual or organization without the prior written consent of the City and the Architect except for presentations, awards or publication through the media.

J. Covenant Against Contingent Fees

The Architect hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Architect and bona fide established commercial or selling agencies which are maintained by the Architect for the purpose of securing business and the existence of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise to recover, the full amount of such commission, percentage, brokerage or contingent fee.

K. Patent Indemnity

Except as is otherwise provided in this Agreement, the Architect agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any letters patent which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

L. Direct Personnel Expense

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Direct personnel expense is defined as the direct salaries of all of the Architect's personnel who are engaged on the Project and that portion of the costs of the mandatory and customary contributions and benefits which are related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits which are made on behalf of or conferred upon the Architect's employees. The current direct personnel expenses for the respective employees of the Architect are enumerated in Appendix "C".

M. Architect - Independent Contractor

It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Architect and any other architect, engineer or consultant which is employed by the Architect hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

N. Successors and Assigns

The City and the Architect each binds itself and each of its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Architect may assign, sublet or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

O. Notices

Any notice which is required or appropriate to be given under this Agreement shall be deemed delivered if the same is sent to the addresses hereinafter set forth. The deposit of any such notice in United States Mail, postage prepaid, shall constitute delivery:

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1. If to the City, addressed as follows:

CITY OF LAS VEGAS
c/o Director of Design and Development
400 E. Stewart Avenue
Las Vegas, Nevada 89101

2. If to the Architect, addressed as follows:

F.A.C. ARCHITECTS
1850 E. Flamingo Road, Suite 238
Las Vegas, Nevada 89109

P. Indemnity

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, the Architect shall protect, indemnify and hold harmless the City, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the Architect, 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 Architect shall, at its own cost, defend any and all suits or actions that may be brought against the City, its officers or employees by reason of any negligent act or omission against which the Architect has agreed to indemnify the City. If the Architect shall fail to do so, the City shall have the right to defend same and to charge all direct and incidental costs of such defense to the Architect, including court costs and counsel fees.

Q. Architect Warranties

Architect represents and warrants:

1. 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.

2. That the Architect 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.

R. Architect's Employees

The Architect 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 Architect fails to remove any employee from the contract work whom the City deems incompetent, careless or insub-ordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

S. Architectural Subcontracts

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

1. A provision that Architect agrees to pay the subcontractor when paid for that portion of the work by the City that no liability arises on the part of the Architect to the subcontractor for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Architect for said subcontracted work, then the subcontractors only recourse is against the Architect and not against the City, either through the institution of legal or equitable action or the attachment of any lien;

2. A provision that the subcontractors have no more rights against the City than that of the Architect;

3. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement unless the City has approved any deviations, changes or modifications in writing; and

4. 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 Architect as provided in Section IX of this Agreement.

SECTION VII - GENERAL PROVISIONS

A. Statements of the probable construction costs and detailed cost estimates which are prepared by the Architect represent its best judgment as a design professional which is familiar with the construction industry. It is recognized, however, that neither the Architect nor the City has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that the bids will not vary from any statement of the probable construction costs or other cost estimate prepared by him.

B. The fixed construction cost limit for the Project (\$500,000.00) includes a bidding contingency in the amount of five percent (5%), thus the actual targeted construction cost limit is (\$475,000.00) to be used by the Architect for required cost estimates. The Architect is authorized to determine what materials, equipment, component systems and types of construction are to be included in the contract documents. The Architect is further authorized to make City approved adjustments in the scope of the Project to bring it within the fixed limit (\$475,000.00) and to include in the contract documents, City approved alternate bids to adjust the construction costs to the fixed limit.

C. If the lowest responsive and responsible bid (or negotiated proposal), the detailed cost estimate or the statement of the probable construction costs exceeds the fixed construction cost limit (including the bidding contingency) which has been established as a condition of this Agreement, the City may (1) give written approval of an increase in such fixed limit, (2) authorize the rebidding of the Project within a reasonable time, (3) cooperate in revising the Project scope and quality as required to reduce the probable construction cost or (4) cancel the Project. In the case of (3), Architect, without additional charge, shall modify the drawings and specifications as may be necessary in order to bring the construction cost within the

fixed limit. The providing of such service shall be the limit of Architect's responsibility in this regard, and, having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

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D. This Agreement shall be governed by the laws of the State of Nevada.

E. As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project, or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment.

F. The City and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for any damage which is fully reimbursed by the required property insurance during construction. The City and the Architect each shall require similar waivers from their respective contractors, consultants and agents.

G. This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument which is signed by both the City and the Architect.

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CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984

H. The provisions set forth in Appendix A, B & C, attached hereto, are hereby incorporated into and made a part of this Agreement. 0233

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

CITY OF LAS VEGAS

William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

FARRIS ALEXANDER CONGDON ARCHITECTS

By Hartley W. Alexander
Hartley W. Alexander

By Gary E. Congdon
Gary E. Congdon

ATTEST:

Margaret A. Congdon

APPENDIX "A"

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LAS VEGAS CITY JAIL RENOVATION

PROJECT SCHEDULE

November 19, 1984	Begin programming phase
December 7, 1984	Submit program for review
December 10-14, 1984	City review of program
December 17, 1984	Begin schematic design
January 4, 1985	Submit schematic design for review
January 7-11, 1985	City review of schematic design
January 14, 1985	Begin design phase
February 8, 1985	Submit design phase for review
February 11 thru March 1, 1985	City and federal review of design phase
March 4, 1985	Begin contract documents phase
April 12, 1985	Submit contract documents for review
April 15-26, 1985	City review of contract documents
May 6, 1985	Bid announced
May 21, 1985	Pre-Bid Conference
June 4, 1985	Bid opening
June 19, 1985	Contract award
June 25, 1985	Pre-construction conference and notice to proceed
July 1, 1985	Construction begins
October 23, 1985	Construction ends

APPENDIX "C"

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DIRECT PERSONNEL EXPENSE

LAS VEGAS CITY JAIL RENOVATION

<u>NAME OF EMPLOYEE</u>	<u>RATE</u>
Barbara Holliday	\$ 4.66
Marsha Kent	9.98
Margaret Congdon	10.64
Nita Green	17.29
Rick Sellers	13.30
Dan Downing	14.63
Steve Carpenter	14.63
Sherman Smith	15.96
James Wondra	21.28
Susan Schoeman	17.29
Jonelle Watson	11.31
Derrell Parker	19.95
Gary E. Congdon	108.08 (flat rate)
Hartley W. Alexander	108.08 (flat rate)

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

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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 17th day of October, 1984, at the hour of 2:30 PM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a SPECIAL MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 23rd, day of October, 1984, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the Bradley Building, State of Nevada, 2501 East Sahara Avenue;
2. In the Senior Citizens Center, 450 East Bonanza Road;
3. In the Clark County Courthouse, 200 East Carson;
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

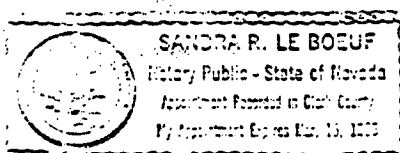
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

17th day of October, 1984

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

My Commission expires: 3-15-86



CITY COUNCIL MINUTES - OCTOBER 17, 1984 AND SPECIAL MEETING - OCTOBER 23, 1984
AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0237

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 18th day of October, 1984, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a SPECIAL MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 23rd day of October, 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).

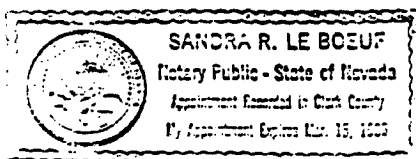
Joanne Perry
SIGNATURE (an employee in the Office
of the CITY CLERK)

Subscribed and sworn to before me this

18th day of October, 1984

Sandra R. LeBoeuf
NOTARY PUBLIC in and for Said County and State.

My Commission expires: 3-15-86



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

0238

A Special Meeting of the City Council of the City of Las Vegas, Nevada, is hereby called to be held in the Mayor's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, on Tuesday, October 23, 1984, at the hour of 8:00 A.M. to consider the following:

AGENDA

DEPT. OF DESIGN & DEVELOPMENT - THOMAS P. GRAHAM, AICP, RLA, DIRECTOR

- IV(h)-A. Discussion and possible action with respect to hiring Farris Alexander Congdon Architects for City Hall Renovation (Professional Architectural/Engineering Consultant Services).
- B. Discussion and possible action on Sahara/Oakey Sewer Contract Modification.
- C. Discussion and possible action on an Agreement to provide vibration measurements and analysis of seismic forces in connection with City construction projects with Strobeck & Associates.

THE AMERICAN INSTITUTE OF ARCHITECTS



"APPENDIX B"

AIA Document B162

Scope of Designated Services

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

This document is intended to be used in conjunction with
AIA Document B161, Owner-Architect Agreement for Designated Services

THIS DOCUMENT PROVIDES A COMPREHENSIVE SCHEDULE AND DESCRIPTIONS OF PROJECT PHASES AND SERVICES TO ENABLE THE OWNER AND THE ARCHITECT TO IDENTIFY THEIR RESPECTIVE RESPONSIBILITIES UNDER THE OWNER-ARCHITECT AGREEMENT. PARTICULAR SERVICES REQUIRED OR APPROPRIATE FOR ANY SPECIFIC PROJECT MUST BE IDENTIFIED BY COMPLETION OF THIS DOCUMENT, AND THE DESCRIPTIONS OF THOSE SERVICES MUST BE MODIFIED BY DELETIONS AND ADDITIONS WHERE APPROPRIATE.

Date:

In accordance with the Owner-Architect Agreement entered into as of

, the Owner and the Architect agree that the following designated services shall be provided by the parties as described herein, and that compensation for the services provided by the Architect shall be in accordance with the methods designated as applying thereto, and in the amounts provided in the Owner-Architect Agreement. The services specifically designated herein shall govern and shall supersede, to the extent of any conflict, all prior negotiations, representations or agreements, either written or oral.

Owner: City of Las Vegas

Architect: Farris Alexander Congdon, Architects

Project: Las Vegas City Jail Renovation

The Owner and the Architect agree as set forth below.

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SCHEDULE OF DESIGNATED SERVICES

PHASE 1: PREDESIGN SERVICES

PROJECT:

PROJECT #:

DATE:

The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designated and assigned below and described subsequently.

OWNER (signed) _____

ARCHITECT (signed) _____

	By Architect	By Architect, as Outside Services			By Owner, coordin- ated by Architect	By Owner			By Architect, as Additional Service*	Not to be provided	Method of Compensation
1.01 Project Administration	X										
1.02 Disciplines Coordination/Document Checking	X										
1.03 Agency Consulting/Review/Approval										X	
1.04 Owner-Supplied Data Coordination	X										
1.05 Programming	X										
1.06 Space Schematics/Flow Diagrams										X	
1.07 Existing Facilities Surveys	X										
1.08 Marketing Studies										X	
1.09 Economic Feasibility Studies										X	
1.10 Project Financing										X	
1.29 Project Development Scheduling										X	
1.31 Project Budgeting										X	
1.33 Presentations	X										

METHODS OF COMPENSATION

A = Multiple of Direct Salary Expense
 B = Multiple of Direct Personnel Expense
 C = Professional Fee Plus Expenses
 D = Percentage of Construction Cost

E = Stipulated Sum
 F = Hourly Billing Rates
 G = Multiple of Amounts Billed to Architect
 H = Other:

*Requires separate authorization and compensation

DESCRIPTION OF DESIGNATED SERVICES**PHASE 1—PREDESIGN SERVICES**

In the Predesign Phase the Owner and Architect, respectively, shall provide those services designated in the Schedule of Designated Services necessary for the Architect to assist the Owner in establishing the Owner's program and the financial and time requirements and limitations for the Project prior to beginning design. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

1.01 Project Administration services consisting of predesign administrative functions including:

- .01 Initial consultation in development of the Project
- .02 Preparation of compensation estimates and professional services agreement(s)
- .03 Project-related research
- .04 Conferences
- .05 Communications
- .06 Travel time
- .07 Progress reports
- .08 Direction of the work of in-house architectural personnel.

1.02 Disciplines Coordination/Document Checking services consisting of predesign activities for:

- .01 Coordination between the architectural work and the work of engineering and other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

1.03 Agency Consulting/Review/Approval services consisting of predesign activities including:

- .01 Agency consultations
- .02 Research of critical applicable regulations
- .03 Research of community attitudes
- .04 Preparation of written and graphic explanatory materials
- .05 Appearances on Owner's behalf at agency and community meetings.

The services apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving agencies and individuals, including:

- .06 Local political subdivisions
- .07 Planning boards
- .08 County agencies
- .09 Regional agencies
- .10 Federal agencies
- .11 User organizations
- .12 Community organizations
- .13 Consumer interest organizations
- .14 Environmental interest groups.

- 1.04 Owner-supplied Data Coordination services consisting of predesign activities including:
 - .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
 - .02 Assistance to Owner in obtaining existing drawings and related data.
- 1.05 Programming services required to establish the following detailed requirements for the Project:
 - .01 Design objectives, limitations and criteria
 - .02 Space requirements
 - .03 Space relations
 - .04 Number and functional responsibilities of personnel
 - .05 Flexibility and expansibility
 - .06 Special equipment and systems
 - .07 Site requirements.
- 1.06 Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:
 - .01 Internal functions
 - .02 Human, vehicular and material flow patterns
 - .03 General space allocations
 - .04 Analysis of operating functions
 - .05 Adjacency
 - .06 Special facilities and equipment
 - .07 Materials handling
 - .08 Flexibility and expansibility.
- 1.07 Existing Facilities Surveys services consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:
 - .01 Photography
 - .02 Field measurements
 - .03 Review of existing design data
 - .04 Analysis of existing structural capabilities
 - .05 Analysis of existing mechanical capabilities
 - .06 Analysis of existing electrical capabilities
 - .07 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
- 1.08 Marketing Studies services relating to determining the social, economic and political need and acceptability of the Project and consisting of:
 - .01 Determination with Owner of the scope, parameters, schedule and budget for marketing studies
 - .02 Identification, assembly, review and organization of existing pertinent data
 - .03 Arrangement of clearances for use of existing data
 - .04 Mail survey studies
 - .05 Personal survey studies
 - .06 Analysis of data
 - .07 Assistance in obtaining computerized analysis and modeling
 - .08 Computerized analysis and modeling
 - .09 Preparation of interim reports
 - .10 Preparation of final report
 - .11 Assistance in production of final report.

- 1.09 Economic Feasibility Studies services consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:
- .01 Total Project cost estimates
 - .02 Operating and owning cost estimates
 - .03 Financing requirements
 - .04 Cash flow for design, construction and operation
 - .05 Return on investment studies
 - .06 Equity requirements.
- 1.10 Project Financing services as required in connection with:
- .01 Assistance to Owner in preparing and submitting data, supplementary drawings and documentation
 - .02 Research of financing availability
 - .03 Direct solicitation of financing sources by the Architect.
- Project financing services are required for:
- .04 Development costs
 - .05 Site control and/or acquisition
 - .06 Predesign and site analysis services
 - .07 Planning, design, documentation and bidding services
 - .08 Interim or construction financing
 - .09 Permanent or long-term financing.
- 1.29 Project Development Scheduling services during the Predesign Phase consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of the Architect's services, the Owner's responsibilities and proposed design and construction procedures.
- 1.31 Project Budgeting services relating to development of a Predesign Phase Statement of Probable Construction Cost based on programming and scheduling studies and consisting of:
- .01 Conversion of programmed requirements to net area requirements
 - .02 Development of initial approximate gross facility areas
 - .03 Evaluation of construction market conditions
 - .04 Application of unit cost data to gross areas
 - .05 Estimates of related costs such as site development, landscaping, utilities, services, furniture, equipment and design services.
- 1.33 Presentations services consisting of presentations of Predesign Phase analyses and recommendations by the Architect to the following client representatives:
- .01 Owner
 - .02 Building committee(s)
 - .03 Staff committee(s)
 - .04 User group(s)
 - .05 Board(s) of Directors
 - .06 Financing entity (entities)
 - .07 Owner's consultant(s).

NOTE: Preparation of special presentation materials is a service to be identified, if relevant, under Agency Consulting/Review/Approval (1.03) or as a supplemental service identified in Phase 9 of the Schedule of Designated Services under Renderings (9.62) or in Phase 9 under Model Construction (9.63).

SCHEDULE OF DESIGNATED SERVICES

PHASE 3: SCHEMATIC DESIGN SERVICES

PROJECT:	By Architect	By Architect, as Outside Services			By Owner, coordin- ated by Architect	By Owner			By Architect, as Additional Service*	Not to be provided	Method of Compensation
PROJECT #:											
DATE:											
The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designated and assigned below and described subsequently.											
OWNER (signed) _____											
ARCHITECT (signed) _____											
3.01 Project Administration	X										
3.02 Disciplines Coordination/Document Checking	X										
3.03 Agency Consulting/Review/Approval	X										
3.04 Owner-Supplied Data Coordination	X										
3.21 Architectural Design/Documentation	X										
3.22 Structural Design/Documentation										X	
3.23 Mechanical Design/Documentation		X									
3.24 Electrical Design/Documentation		X									
3.25 Civil Design/Documentation										X	
3.26 Landscape Design/Documentation										X	
3.27 Interior Design/Documentation										X	
3.28 Materials Research/Specifications										X	
3.29 Project Development Scheduling										X	
3.32 Statement of Probable Construction Cost	X										
3.33 Presentations	X										

METHODS OF COMPENSATION

A = Multiple of Direct Salary Expense	E = Stipulated Sum
B = Multiple of Direct Personnel Expense	F = Hourly Billing Rates
C = Professional Fee Plus Expenses	G = Multiple of Amounts Billed to Architect
D = Percentage of Construction Cost	H = Other:

*Requires separate authorization and compensation

DESCRIPTION OF DESIGNATED SERVICES**PHASE 3—SCHEMATIC DESIGN SERVICES**

In the Schematic Design Phase the Owner and the Architect, respectively, shall provide those services designated in the Schedule of Designated Services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the Owner. Designs will be conceptual in character and based on the requirements developed under previous phases and approved by the Owner, or on program requirements provided by the Owner and reviewed and agreed upon by the Architect. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

3.01 Project Administration services consisting of schematic design administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work of in-house architectural personnel.

3.02 Disciplines Coordination/Document Checking services consisting of schematic design activities for:

- .01 Coordination between the architectural work and the work of engineering and other involved disciplines for the Project
- .02 Review and checking of documents prepared for the Project.

3.03 Agency Consulting/Review/Approval services consisting of schematic design activities including:

- .01 Agency consultations
- .02 Research of critical applicable regulations
- .03 Preparation of written and graphic explanatory materials
- .04 Appearances on Owner's behalf at agency and community meetings.

The services apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving agencies and individuals, including:

- .05 Local political subdivisions
- .06 Planning boards
- .07 County agencies
- .08 Regional agencies
- .09 Federal agencies
- .10 User organizations
- .11 Community organizations
- .12 Consumer interest organizations
- .13 Environmental interest groups.

3.04 Owner-supplied Data Coordination services consisting of schematic design activities including:

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data.

- 3.21 Architectural Design/Documentation services during the Schematic Design Phase responding to program requirements and consisting of preparation of:**
- .01 Conceptual site and building plans
 - .02 Preliminary sections and elevations
 - .03 Preliminary selection of building systems and materials
 - .04 Development of approximate dimensions, areas and volumes
 - .05 Perspective sketch(es)
 - .06 Study model(s).
- 3.22 Structural Design/Documentation services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:**
- .01 A predetermined structural system
 - .02 Alternate structural systems.
- 3.23 Mechanical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:**
- .01 Energy source(s)
 - .02 Energy conservation
 - .03 Heating and ventilating
 - .04 Air conditioning
 - .05 Plumbing
 - .06 Fire protection
 - .07 Special mechanical systems
 - .08 Process systems
 - .09 General space requirements.
- 3.24 Electrical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:**
- .01 Power service and distribution
 - .02 Lighting
 - .03 Telephones
 - .04 Fire detection and alarms
 - .05 Security systems
 - .06 Electronic communications
 - .07 Special electrical systems
 - .08 General space requirements.
- 3.25 Civil Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:**
- .01 On-site utility systems
 - .02 Off-site utilities work
 - .03 Fire protection systems
 - .04 Drainage systems
 - .05 Paving.

0247

3.26 Landscape Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

3.27 Interior Design/Documentation services during the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

- .01 Partition locations
- .02 Furniture and equipment layouts.

3.28 Materials Research/Specifications services during the Schematic Design Phase consisting of:

- .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
- .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
- .03 Coordination of similar activities of other disciplines.

3.29 Project Development Scheduling services during the Schematic Design Phase consisting of reviewing and updating previously established Project schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.

3.32 Statement of Probable Construction Cost services during the Schematic Design Phase consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

3.33 Presentations services consisting of presentations of Schematic Design Documents by the Architect to the following client representatives:

- .01 Owner
- .02 Building committee(s)
- .03 Staff committee(s)
- .04 User group(s)
- .05 Board(s) of Directors
- .06 Financing entity(ies)
- .07 Owner's consultant(s).

NOTE: Preparation of special presentation materials is a service to be identified, if relevant, under Agency Consulting/Review/Approval (3.03) or as a supplemental service identified in Phase 9 of the Schedule of Designated Services under Renderings (9.62) or in Phase 9 under Model Construction (9.63).

SCHEDULE OF DESIGNATED SERVICES PHASE 4: DESIGN DEVELOPMENT SERVICES

PROJECT:	By Architect	By Architect, as Outside Services	By Owner, coordinated by Architect	By Owner	By Architect, as Additional Service*	Not to be provided	Method of Compensation
PROJECT #:							
DATE:							
The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designated and assigned below and described subsequently.							
OWNER (signed) _____							
ARCHITECT (signed) _____							
4.01 Project Administration	X						
4.02 Disciplines Coordination/Document Checking	X						
4.03 Agency Consulting/Review/Approval	X						
4.04 Owner-Supplied Data Coordination	X						
4.21 Architectural Design/Documentation	X						
4.22 Structural Design/Documentation		X					
4.23 Mechanical Design/Documentation		X					
4.24 Electrical Design/Documentation		X					
4.25 Civil Design/Documentation						X	
4.26 Landscape Design/Documentation						X	
4.27 Interior Design/Documentation	X						
4.28 Materials Research/Specifications	X						
4.29 Project Development Scheduling						X	
4.32 Statement of Probable Construction Cost	X						
4.33 Presentations	X						
METHODS OF COMPENSATION							
A = Multiple of Direct Salary Expense				E = Stipulated Sum			
B = Multiple of Direct Personnel Expense				F = Hourly Billing Rates			
C = Professional Fee Plus Expenses				G = Multiple of Amounts Billed to Architect			
D = Percentage of Construction Cost				H = Other:			
*Requires separate authorization and compensation							

DESCRIPTION OF DESIGNATED SERVICES**PHASE 4—DESIGN DEVELOPMENT SERVICES**

In the Design Development Phase the Owner and the Architect, respectively, shall provide those services designated in the Schedule of Designated Services necessary to prepare from the approved Schematic Design Documents, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

4.01 Project Administration services consisting of design development administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work of in-house architectural personnel.

4.02 Disciplines Coordination/Document Checking services consisting of design development activities for:

- .01 Coordination between the architectural work and the work of engineering and other involved disciplines for the Project
- .02 Review and checking of documents prepared for the Project.

Agency Consulting/Review/Approval services consisting of design development activities including:

- .01 Agency consultations
- .02 Research of applicable regulations
- .03 Preparation of written and graphic explanatory materials
- .04 Appearances on Owner's behalf at agency and community meetings.

The services apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant on approving agencies and individuals, including:

- .05 Local political subdivisions
- .06 Planning boards
- .07 County agencies
- .08 Regional agencies
- .09 Federal agencies
- .10 User organizations
- .11 Community organizations
- .12 Consumer interest organizations
- .13 Environmental interest groups.

4.04 Owner-supplied Data Coordination services consisting of design development activities including:

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data.

4.21 Architectural Design/Documentation services during the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

- .01 Plans, sections and elevations
- .02 Typical construction details
- .03 Three dimensional sketch(es)
- .04 Study model(s)
- .05 Final materials selections
- .06 Equipment layouts

NOTE: Furniture, furnishings and interior equipment layouts are a service to be identified, if relevant, under Interior Design/Documentation (4.27).

4.22 Structural Design/Documentation services during the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:

- .01 Basic structural system and dimensions
- .02 Final structural design criteria
- .03 Foundation design criteria
- .04 Preliminary sizing of major structural components
- .05 Critical coordination clearances
- .06 Outline Specifications or materials lists.

4.23 Mechanical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:

- .01 Approximate equipment sizes and capacities
- .02 Preliminary equipment layouts
- .03 Required space for equipment
- .04 Required chases and clearances
- .05 Acoustical and vibration control
- .06 Visual impacts
- .07 Energy conservation measures.

4.24 Electrical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:

- .01 Criteria for lighting, electrical and communications systems
- .02 Approximate sizes and capacities of major components
- .03 Preliminary equipment layouts
- .04 Required space for equipment
- .05 Required chases and clearances.

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4.25 Civil Design/Documentation services during the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work.

4.26 Landscape Design/Documentation services during the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work.

4.27 Interior Design/Documentation services during the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:

- .01 Interior construction of the Project
- .02 Special interior design features
- .03 Furniture, furnishings and equipment selections
- .04 Materials and finishes and colors.

4.28 Materials Research/Specifications services during the Design Development Phase consisting of activities by in-house architectural personnel in:

- .01 Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction for Owner's approval
- .02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards
- .03 Coordination of similar activities of other disciplines
- .04 Production of design manual including design criteria and outline Specifications or materials lists.

4.29 Project Development Scheduling services during the Design Development Phase consisting of reviewing and updating previously established schedules for the Project.

Statement of Probable Construction Cost services during the Design Development Phase consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taking into consideration:

- .01 Availability of materials and labor
- .02 Project delivery procedures
- .03 Construction sequencing and scheduling
- .04 Changes in scope of the Project
- .05 Adjustments in quality standards.

4.33 Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect to the following client representatives:

- .01 Owner
- .02 Building committee(s)
- .03 Staff committee(s)
- .04 User group(s)
- .05 Board(s) of Directors
- .06 Financing entity(entities)
- .07 Owner's consultant(s).

NOTE: Preparation of special presentation materials is a service to be identified, if relevant, under Agency Consulting/Review/Approval (4.03) or as a supplemental service identified in Phase 9 of the Schedule of Designated Services under Renderings (9.62) or in Phase 9 under Model Construction (9.63).

SCHEDULE OF DESIGNATED SERVICES		PHASE 5: CONSTRUCTION DOCUMENTS SERVICES										
PROJECT:		By Architect	By Architect, as Outside Services			By Owner, coordinated by Architect	By Owner			By Architect, as Additional Service*	Not to be provided	Method of Compensation
PROJECT #:												
DATE:												
The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designated and assigned below and described subsequently.												
OWNER (signed) _____												
ARCHITECT (signed) _____												
5.01	Project Administration	X										
5.02	Disciplines Coordination/Document Checking	X										
5.03	Agency Consulting/Review/Approval	X										
5.04	Owner-Supplied Data Coordination	X										
5.21	Architectural Design/Documentation	X										
5.22	Structural Design/Documentation										X	
5.23	Mechanical Design/Documentation		X									
5.24	Electrical Design/Documentation		X									
5.25	Civil Design/Documentation										X	
5.26	Landscape Design/Documentation										X	
5.27	Interior Design/Documentation	X										
5.28	Materials Research/Specifications	X										
5.30	Special Bidding Documents/Scheduling									X		
5.32	Statement of Probable Construction Cost	X										
5.33	Presentations	X										

METHODS OF COMPENSATION

A = Multiple of Direct Salary Expense	E = Stipulated Sum
B = Multiple of Direct Personnel Expense	F = Hourly Billing Rates
C = Professional Fee Plus Expenses	G = Multiple of Amounts Billed to Architect
D = Percentage of Construction Cost	H = Other:

*Requires separate authorization and compensation

DESCRIPTION OF DESIGNATED SERVICES

PHASE 5—CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase the Owner and the Architect, respectively, shall provide those services designated in the Schedule of Designated Services necessary to prepare, from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

5.01 Project Administration services consisting of construction documents administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work in-house architectural personnel.

5.02 Disciplines Coordination/Document Checking services consisting of construction documents activities for:

- .01 Coordination between the architectural work and the work of engineering and other involved disciplines for the Project
- .02 Review and checking of documents prepared for the Project.

5.03 Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

- .01 Agency consultations
- .02 Research of applicable regulations
- .03 Appearances on Owner's behalf at agency meetings.

5.04 Owner-supplied Data Coordination services consisting of activities relating to the construction documents including:

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data.

5.21 Architectural Design/Documentation services during the Construction Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

NOTE: Preparation of architectural Specifications is a service, to be identified, if relevant, under Materials Research/Specifications (5.28).

- 5.22 **Structural Design/Documentation services during the Construction Documents Phase** consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- 5.23 **Mechanical Design/Documentation services during the Construction Documents Phase** consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- 5.24 **Electrical Design/Documentation services during the Construction Documents Phase** consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 5.25 **Civil Design/Documentation services during the Construction Documents Phase** consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
- 5.26 **Landscape Design/Documentation services during the Construction Documents Phase** consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- 5.27 **Interior Design/Documentation services during the Construction Documents Phase** consisting of preparation of Drawings, Specifications and furnishings, furniture and equipment schedules based on approved Design Development Documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.
- 5.28 **Materials Research/Specifications during the Construction Documents Phase** consisting of activities of in-house architectural personnel in:
 - .01 Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s)
 - .02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions)
 - .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - .04 Coordination of the development of Specifications by other disciplines
 - .05 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

30 Special Bidding Documents/Scheduling services during the Construction Documents Phase consisting of:

- .01** Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work
- .02** Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work
- .03** Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work
- .04** Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work
- .05** Review and update of established schedules for the Project.

5.32 Statement of Probable Construction Cost services during the Construction Documents Phase consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90 percent complete, updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:

- .01** Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents
- .02** Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost
- .03** Adjustments for known or anticipated changes in the bidding market relative to the Project.

5.3 Presentations services consisting of presentations of Construction Documents and special presentation graphic displays by the Architect to the following client representatives:

- .01** Owner
- .02** Building committee(s)
- .03** Staff committee(s)
- .04** User group(s)
- .05** Board(s) of Directors
- .06** Financing entity(entities)
- .07** Owner's consultant(s).

NOTE: Preparation of special presentation materials is a service to be identified, if relevant, under Agency Consulting/Review/Approval (5.03) or as a supplemental service identified in Phase 9 of the Schedule of Designated Services under Renderings (9.62) or in Phase 9 under Model Construction (9.63).

SCHEDULE OF DESIGNATED SERVICES

PHASE 6: BIDDING OR NEGOTIATIONS SERVICES

PROJECT: PROJECT #: DATE: The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designated and assigned below and described subsequently. OWNER (signed) _____ ARCHITECT (signed) _____	By Architect	By Architect, as Outside Services	By Owner, Assisted By Architect	By Owner, coordinated by Architect	By Owner			By Architect, as Additional Service*	Not to be provided	Method of Compensation
6.01 Project Administration	X									
6.02 Disciplines Coordination/Document Checking	X									
6.03 Agency Consulting/Review/Approval	X									
6.04 Owner-Supplied Data Coordination	X									
6.34 Bidding Materials Originals	X									
6.35 Addenda	X									
6.36 Bidding/Negotiations			X							
6.37 Analysis of Alternates/Substitutions			X							
6.38 Special Bidding Services								X		
6.39 Bid Evaluation			X							
6.40 Construction Contract Agreements			X							
6.34.02 Bidding Materials Reproduction					X					

METHODS OF COMPENSATION

A = Multiple of Direct Salary Expense
 B = Multiple of Direct Personnel Expense
 C = Professional Fee Plus Expenses
 D = Percentage of Construction Cost

E = Stipulated Sum
 F = Hourly Billing Rates
 G = Multiple of Amounts Billed to Architect
 H = Other:

*Requires separate authorization and compensation

DESCRIPTION OF DESIGNATED SERVICES**PHASE 6—BIDDING OR NEGOTIATIONS SERVICES**

In the Bidding or Negotiations Phase the Owner and the Architect, respectively, following the Owner's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated in the Schedule of Designated Services necessary for the Architect to assist the Owner in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, the Owner may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

6.01 Project Administration services consisting of bidding or negotiation administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work of in-house architectural personnel.

6.02 Disciplines Coordination/Document Checking services consisting of bidding or negotiation activities for:

- .01 Coordination between the architectural work and the work of engineering and other involved disciplines for the Project
- .02 Review and checking of documents prepared for the Project.

6.03 Agency Consulting/Review/Approval services during the Bidding or Negotiations Phase relating to applicable laws, statutes, regulations and codes of regulating entities relating to the Owner's interests before construction begins.**6.04 Owner-supplied Data Coordination services consisting of activities relating to bidding or negotiation including:**

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data

6.08 Bidding Materials services consisting of organizing and handling Bidding Documents for:

- .01 Coordination
- .02 Reproduction
- .03 Completeness review
- .04 Distribution
- .05 Distribution records
- .06 Retrieval
- .07 Receipt and return of document deposits
- .08 Review, repair and reassembly of returned materials.

- 6.35 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- 6.36 Bidding/Negotiations services consisting of:
- .01 Assistance to Owner in establishing list of Bidders or proposers
 - .02 Prequalification of Bidders or proposers
 - .03 Participation in pre-bid conferences
 - .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
 - .05 Attendance at bid opening(s)
 - .06 Documentation and distribution of bidding results.
- 6.37 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
- 6.38 Special Bidding Services consisting of:
- .01 Attendance at bid openings, participation in negotiations, and documentation of decisions for multiple contracts or phased construction
 - .02 Technical evaluation of proposals for building systems
 - .03 Participation in detailed evaluation procedures for building systems proposals.
- 6.39 Bid Evaluation services consisting of:
- .01 Validation of Bids or proposals
 - .02 Participation in reviews of Bids or proposals
 - .03 Evaluation of Bids or proposals
 - .04 Recommendation on award of Contract(s)
 - .05 Participation in negotiations prior to or following decisions on award of the Contract(s) for Construction.
- 6.40 Construction Contract Agreements services consisting of:
- .01 Notification of Contract award(s)
 - .02 Assistance in preparation of construction contract Agreement forms for approval by Owner
 - .03 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
 - .04 Receipt, distribution and processing, for Owner's approval, of required certificates of insurance, bonds and similar documents
 - .05 Preparation and distribution to Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

SCHEDULE OF DESIGNATED SERVICES

PHASE 7: CONSTRUCTION CONTRACT
ADMINISTRATION SERVICES

PROJECT:

PROJECT #:

DATE:

The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designated and assigned below and described subsequently.

OWNER (signed) _____

ARCHITECT (signed) _____

	By Architect	By Architect, as Outside Services			By Owner, coordin- ated by Architect	By Owner			By Architect, as Additional Service*	Not to be provided	Method of Compensation
7.01 Project Administration	X										
7.02 Disciplines Coordination/Document Checking	X										
7.03 Agency Consulting/Review/Approval	X										
7.04 Owner-Supplied Data Coordination	X										
7.41 Office Construction Administration	X										
7.42 Construction Field Observation	X										
7.43 Project Representation										X	
7.44 Inspection Coordination										X	
7.45 Supplemental Documents	X										
7.46 Quotation Requests/Change Orders	X										
7.47 Project Schedule Monitoring	X										
7.48 Construction Cost Accounting	X										
7.49 Project Closeout	X										

METHODS OF COMPENSATION

- A - Multiple of Direct Salary Expense
 B - Multiple of Direct Personnel Expense
 C - Professional Fee Plus Expenses
 D - Percentage of Construction Cost

- E - Stipulated Sum
 F - Hourly Billing Rates
 G - Multiple of Amounts Billed to Architect
 H - Other

*Requires separate authorization and compensation

DESCRIPTION OF DESIGNATED SERVICES**PHASE 7—CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

In the Construction Contract Administration Phase the Owner and the Architect, respectively, shall provide those services designated in the Schedule of Designated Services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Schedule of Designated Services, the Architect's duties and responsibilities during construction shall be as set forth in the Agreement between Owner and Architect for Designated Services. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

7.01 Project Administration services consisting of construction contract administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Coordination of out-of-normal-sequence construction operations
- .08 Coordination of multiple-prime construction contracts
- .09 Coordination of work by the Owner's forces
- .10 Direction of the work of in-house architectural personnel.

7.02 Disciplines Coordination/Document Checking services consisting of construction contract administration activities for:

- .01 Coordination between the architectural work and the work of engineering and other involved disciplines for the Project
- .02 Review and checking of documents prepared for the Project.

7.03 Agency Consulting/Review/Approval services during the Construction Contract Administration Phase relating to applicable laws, statutes, regulations and codes of regulating entities relating to the Owner's interests during construction of the Project.**7.04 Owner-supplied Data Coordination services consisting of activities relating to construction contract administration including:**

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data
- .04 Coordination of delivery and installation for Owner-supplied equipment
- .05 Coordination of delivery and installation of Owner-supplied furniture and furnishings.

- 7.41 Office Construction Administration services consisting of:**
- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents
 - .02 Distribution of submittals to Owner, Contractor and/or Architect's field representative as required
 - .03 Maintenance of master file of submittals
 - .04 Related communications.
- 7.42 Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications.**
- 7.43 Project Representation services consisting of selection, employment and direction of:**
- .01 Full-time Project Representative(s)
 - .02 Part-time Project Representative(s).
- 7.44 Inspection Coordination services relating to independent inspection and testing agencies, consisting of:**
- .01 Administration and coordination of field testing required by the Contract Documents
 - .02 Recommending scope, standards, procedures and frequency of testing and inspections
 - .03 Arranging for testing and inspection on Owner's behalf
 - .04 Notifying inspection and testing agencies of status Work requiring testing and inspection
 - .05 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
 - .06 Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.
- 7.45 Supplemental Documents services consisting of:**
- .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction exigencies
 - .02 Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
- 7.46 Quotation Requests/Change Orders services consisting of:**
- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified
 - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials
 - .02 Review and recommendations relative to changes in time for Substantial Completion
 - .04 Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
- 7.47 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.**

48 Construction Cost Accounting services consisting of:

- .01 Maintenance of records of payments on account of the Contract Sum and all changes thereto
- .02 Evaluation of Applications for Payment and certification thereof
- .03 Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

49 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected
- .02 Determination of the amounts to be withheld until final completion
- .03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)
- .04 Issuance of Certificate(s) of Substantial Completion
- .05 Inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance
- .06 Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any
- .07 Final inspection with the Owner's representative to verify final completion of the Work
- .08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens
- .09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)
- .10 Issuance of final Certificate(s) for Payment.

IV(h) A - DISCUSSION AND POSSIBLE ACTION WITH RESPECT TO HIRING FARRIS ALEXANDER
CONGDON ARCHITECTS FOR CITY HALL RENOVATION (PROFESSIONAL ARCHITECTURAL/
ENGINEERING CONSULTANT SERVICES)

- MAYOR BRIARE: Because of the commitments that the Council Members have made prior to the necessity of calling this Special Meeting, we're going to try to move along very quickly, but, of course, with enough time and concentration as necessary to take care of these things. The first of which, Mr. Hall, on the agenda that we have here is the discussion and possible action with respect to hiring Alexander Congdon Architects for the City Hall Renovation. Who is the chief representative of the architectural firm?
- CITY MANAGER HALL: Directly behind you.
- MAYOR BRIARE: Well, they're all chiefs.
- CITY MANAGER HALL: Dave Walliser from Design and Development -- Tom Graham is out today -- and the people right directly behind you are from the architectural firm.
- MAYOR BRIARE: Right. Well, in addition to some other things -- but I've got to know who I'm talking to. Actually, we didn't expect this many people. I had one point and then each of the Council Members might have another. I'm very concerned in the past, and I'm not going to try to cast any reflections on any other architects. Up until the time we had the Jail Renovation, it appeared to me that we never had an architect on any of our projects, nor an engineer, that would really go to work for the City, because that's where they receive their fee from, that's who they consulted with, and, of course, it was the City that awarded the contract, and I wanted to get a firm commitment from this architectural firm before I cast my vote on the recommendation of the Architectural Services Department of the City that we're going to have the complete dedication from our architects to make sure that the contract is complied with on time at the cost and all of the other things without expecting miracles.
- HARTLEY ALEXANDER: You have our commitment.
- MAYOR BRIARE: Now, that satisfies me. For the record though, because the record doesn't recognize you, tell us who you are.
- HARTLEY ALEXANDER: I'm Hartley Alexander, Alexander Congdon, and we are committed to that premise. We discussed that with your staff and are going into this contract well aware of those conditions.
- MAYOR BRIARE: Councilman Levy, you started to say something.

COUNCILMAN LEVY: I was just going to say, I questioned them to the fact that they didn't even show up the day they were going to get the contract, and that's why you called them over here this morning, I'm sure, Mayor.

MAYOR BRIARE: To get that commitment.

COUNCILMAN LURIE: Weren't you told about the meeting last Wednesday to be in attendance.

HARTLEY ALEXANDER: There was a misunderstanding. It wasn't clear that we were to be there.

COUNCILMAN LEVY: Are you sure you know what the Mayor meant?

HARTLEY ALEXANDER: Yes.

COUNCILMAN LEVY: Because I'll tell you, we've had our problems in the past and we're going to have that, I think, as one of the other items on the agenda is not believing what we're saying. We're going to take it out of your hide too when and if this contractor or whoever it is is going to be doing this renovation starts giving you the delays. We're not going to accept delays.

HARTLEY ALEXANDER: We understand that.

COUNCILMAN LEVY: We put in our contracts that there will be some costs that we expect them to pay it.

GARY CONGDON: We've got a pretty good reputation. Gary Congdon, Farris Alexander Congdon. Over the three years that we have been formed as a company, we have developed a reputation of doing our work on time, bringing almost every single project in on budget, and that includes the Courthouse Addition with Clark County in which, you know, two months, one month before the thing was supposed to open, the contractor went belly up, and we had to bring in the bonding company and put more of our people out on the site, you know, full time in order to expedite that contract.

MAYOR BRIARE: Well, you worked for your client.

GARY CONGDON: Absolutely. That's the way we do business and that's the way we've developed this reputation.

COUNCILMAN LURIE: Well, what type of penalties in this contract for any type of delays.

DEP. CITY MGR. SAYLOR: This is a design contract.

COUNCILMAN LEVY: He won't be responsible for the work being done?

COUNCILMAN LURIE: Is there a timeframe as far as the design as to what has to be completed?

DEP. CITY MGR. SAYLOR: Well, they will have the design done at a certain date, whatever date that --

DAVID WALLISER: We have a performance schedule we insist on in Design and Development that is a part of their contract and becomes an appendix to their contract, and they are expected to meet that schedule.

COUNCILMAN LURIE: Where is it?

MAYOR BRIARE: Well, this is more than design. It would be design and construction, wouldn't it? Or are they just the designer?

GARY CONGDON: Well, the architects just do the design work.

COUNCILMAN LEVY: They just do the design.

MAYOR BRIARE: Right. Of course, in this kind of an instance, that is construction.

COUNCILMAN LURIE: They do the design and then walk away from it.

MAYOR BRIARE: You don't go hire another architect.

COUNCILMAN LURIE: You do the design and then you supervise.

COUNCILMAN LEVY: A party to construction.

GARY CONGDON: We'll be on the project throughout the construction.

MAYOR BRIARE: That's what I'm driving at.

COUNCILMAN LEVY: See, because we've had a reputation too at the City of letting this thing sluff, and we're not doing it any more.

MAYOR BRIARE: Well, don't forget though that is prior to the one of the jail. I'm very, very happy with the jail architects. Well, we were happy with our architects, but we weren't happy with the whole thing though.

COUNCILMAN LEVY: I'm talking about the Fire Station. That's when we --

MAYOR BRIARE: Did I say jail?

COUNCILMAN LEVY: Yes.

MAYOR BRIARE: I meant the Fire Station.

COUNCILMAN LEVY: The architect firm was fine; the contractor was terrible.

MAYOR BRIARE: Any other comments? Mr. Hall, our recommendation from last

MAYOR BRIARE: week is still the hiring of Farris Alexander Congdon Architects. What's the pleasure of the Council?

COUNCILMAN LURIE: MAYOR, I'D MOVE THAT WE FOLLOW THE RECOMMENDATION.

MAYOR BRIARE: Comments on the motion? (No response.) Those in favor say "Aye." (Lurie, Briare and Levy respond affirmatively. Nolen and Christensen were excused.) Are there any opposed? There are no opposed. It's carried, gentlemen.

COUNCILMAN LEVY: I'd just like to make a comment to Ashley that from now on when we give these contracts out, we do want the people there, and that will be part of it.

CITY MANAGER HALL: We will have them there.

COUNCILMAN LEVY: The principals.

MAYOR BRIARE: That's the easy one. Now, we get to the tough one.

GARY CONGDON: Thank you.

IV(h) B - DISCUSSION AND POSSIBLE ACTION ON SAHARA/OAKEY SEWER CONTRACT MODIFICATION

MAYOR BRIARE: Discussion and possible action on the Sahara/Oakey Sewer Contract Modification. Mr. Hall, is Mr. Saylor going to take care of that? Oh, okay. Well, whoever. I think we're probably -- each of us are familiar with it, but go ahead.

CITY MANAGER HALL: Mr. Saylor, Mr. Malone.

MAYOR BRIARE: Whoever. I think each of us are familiar with it, but go ahead.

DEP. CITY MGR. SAYLOR: Yes. We've discussed this with you. It concerns the construction on Rancho Road. When the sewer line project started, we did not have the approval of the road project that came along earlier this spring, and now it appears to be much more feasible because of the road project and the additional right of way to realign the sewer line to go down the east side of the road, which will allow the full flow of traffic, one lane each way on Rancho, both during the sewer line construction and road construction. However, to do this, we must and we're recommending that there be a contract modification so that the sewer line contractor can do the clearing of that additional right of way to put the sewer line over on that part of the street as opposed to the way it would have been done -- the road contractor would have done it. So all we're saying is that we're taking that responsibility from the road contractor and putting it with the sewer contractor because

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- DEP. CITY MGR. SAYLOR: that's the only logical way to do it.
- MAYOR BRIARE: One is for the reason the alignment is a better alignment and also it will be a less impact on the traffic of Rancho Road.
- COUNCILMAN LEVY: I want some time schedule, Mr. Saylor.
- DEP. CITY MGR. SAYLOR: Do we have a schedule on that, Carl?
- CITY ENGINEER MALONE: Approximately 8 weeks.
- COUNCILMAN LEVY: That Rancho Road's going to be completely going those two lanes?
- CITY ENGINEER MALONE: Between Charleston and --
- COUNCILMAN LEVY: I want to know exactly how long, not approximately.
- CITY ENGINEER MALONE: It's dependent upon the seriousness and the thickness of caliche in the area. We have spot cores about 500 feet apart going down Rancho, but in between those it's hard to tell without doing some more coring. It varies up and down the blends of caliche. It's production is dependent upon the thickness of that rock. So it can get -- some instances, if it's only four feet, you might be able to get four or five joints, but if it tends to be a little heavier up to eight feet in thickness, he's only going to get maybe two joints.
- COUNCILMAN LURIE: Are you talking about eight weeks to dig the sewer line along Rancho from Oakey to Sahara, or Oakey to Charleston?
- CITY ENGINEER MALONE: Dig and place.
- MAYOR BRIARE: Let me ask you this. We have plans drawn by Mr. Wallace and his company for a certain alignment. Now, you mean to tell me that if that alignment moves 20 feet or however number of feet over, that we have to have all new core samples? I'm a little familiar with caliche, but I didn't think it was that tight.
- CITY ENGINEER MALONE: The core samples, I believe, were taken on the east side where the pipe is going, so there -- we moved it approximately 30 feet to the east from where it was. The majority of the core samples were taken on the east side because there was no traffic at that particular time. This is where the pipe is going, but because we don't take them every hundred feet, we can't tell where that strata is.
- MAYOR BRIARE: I'm not making my point. We had this whole line designed.
- COUNCILMAN LEVY: What's this hundred thousand you're talking about? Is that what you're talking about? Are you talking about this hundred thousand?

MAYOR BRIARE: No, no, no. No, I'm talking about the way the align was originally designed, and now we're realigning it. Was it not originally designed to run along the west side of the street or the center of the street?

CITY ENGINEER MALONE: About the center.

DEP. CITY MGR. SAYLOR: Pretty much the center.

MAYOR BRIARE: And so that's all designed. We're ready to go.

CITY ENGINEER MALONE: But a redesign.

MAYOR BRIARE: Stop right there. Alright, what is the caliche problem on the way it was originally aligned?

CITY ENGINEER MALONE: Very similar to the way it is on the east side.

MAYOR BRIARE: So we know from the way it was originally designed.

CITY ENGINEER MALONE: Yes.

MAYOR BRIARE: I mean, I can't expect -- I don't expect -- I'm not trying to be an engineer, George. I don't expect this thing to be designed this way and we're ready to go. We've budgeted for it, and, I guess, have we let the contract on this one?

DEP. CITY MGR. SAYLOR: Yes.

MAYOR BRIARE: Yes, so we're ready to go. Now, we're going to move it over --

DEP. CITY MGR. HALL: Right.

MAYOR BRIARE: -- and I understand you want to point out the problems, but I'm hopeful that the problems 20 feet in one direction are not going to be that great that we don't already know about.

DEP. CITY MGR. SAYLOR: Well, the same problem would exist, Mayor, no matter where you put the sewer line in the street, whether it was on the original alignment or moving it to the east.

MAYOR BRIARE: Of course.

DEP. CITY MGR. SAYLOR: Because you cannot predict with complete accuracy the caliche strata in there. It varies in thickness and that's why you can't give a specific time factor unless you took the worse condition and based that time factor on a strata 8 ft. deep all the way.

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MAYOR BRIARE: Okay, well, Don, does common sense tell you that the time factor should be the same for this realignment as it was for the original alignment?

DEP. CITY MGR. SAYLOR: Yes.

CITY ENGINEER MALONE: Yes.

DEP. CITY MGR. HALL: All we're saying is --

MAYOR BRIARE: That still doesn't answer the question, but at least I didn't want -- I didn't want to use the realignment as an excuse to go a greater time than we had originally going in.

DEP. CITY MGR. SAYLOR: It all depends upon what the caliche problem -- what you run into there.

COUNCILMAN LEVY: I guess I've always thought that we had on our plans -- it was always to do this the way we're doing it.

CITY MANAGER HALL: Once you've got the right of way on the right side or on the east side of the --

COUNCILMAN LEVY: We always planned to put this sewer line and do the expansion, or widening of Rancho, together.

DEP. CITY MGR. SAYLOR: No, one project came after the other, Councilman.

COUNCILMAN LEVY: When did that happen?

DEP. CITY MGR. SAYLOR: This project started what, three years ago, I believe -- '81?

COUNCILMAN LEVY: And we held it up to do these together.

DEP. CITY MGR. SAYLOR: Well, the design though was done then, see, and you got the approval from RTC, you and Councilman Lurie, to get the Rancho Road Project done.

CITY MANAGER HALL: So we could do them both at the same time.

COUNCILMAN LURIE: Well, we didn't want to have to go back in and do the sewer line and then come back and do the widening, so want all the utilities to go in.

COUNCILMAN LEVY: Is there any extra cost in this whole project?

DEP. CITY MGR. SAYLOR: There could be some, but we don't anticipate much, if any, and I'm not trying to quibble with you. I'd like to say absolutely no, but there is some additional work on the part of the engineers in the design, but it should wash out pretty much.

COUNCILMAN LEVY: When are you planning this?

DEP. CITY MGR. SAYLOR: Pardon?

COUNCILMAN LEVY: When is this plan to be done?

DEP. CITY MGR. SAYLOR: Well, they'll start -- if this is approved today, they'll start --

CITY MANAGER HALL: Immediately.

DEP. CITY MGR. SAYLOR: -- immediately.

COUNCILMAN LEVY: Do we have all the right of ways?

CITY MANAGER HALL: As far as I know, we have all the right of ways cleared and we're ready to go.

COUNCILMAN LURIE: They're not cleared, but they --

MAYOR BRIARE: They're in the process of being cleared.

CITY MANAGER HALL: The property is clear for us to start the right of way --

COUNCILMAN LEVY: Have the people been notified? I know I received a letter.

DEP. CITY MGR. SAYLOR: Jim is ready to start that procedure.

COUNCILMAN LEVY: Has that letter been answered?

CITY ENGINEER MALONE: All the people on the east side have been contacted personally with three individuals from our office. They have all been given letters and on the east side -- I mean, on the west side they've been given notices.

COUNCILMAN LEVY: Well, the west side, they're not doing anything.

CITY ENGINEER MALONE: Well, you still have the inconvenience.

COUNCILMAN LEVY: Certainly.

MAYOR BRIARE: Yes, to let them know what's happening across the street.

CITY ENGINEER MALONE: So the answer to your question is yes. It's all been discussed with them personally.

CITY MANAGER HALL: Part of the program I asked Carl to do, particularly on these projects, was to make sure that we touched base personally with every address along the right of ways that we're working on to make sure those people understand what we're doing and our time table.

COUNCILMAN LEVY: Some people want to move some things. I noticed nothing been moved.

CITY MANAGER HALL: That's right.

CITY ENGINEER MALONE: This is true.

COUNCILMAN LURIE: There's no -- on the east side, there's no utilities that have to be relocated, is there?

CITY ENGINEER MALONE: Yes, water. We've had Nevada Power --

COUNCILMAN LURIE: How much of a problem is that going to be and what kind of a delay are we looking at there?

CITY ENGINEER MALONE: That's part of the contract modification. It would take approximately a week to two weeks to clear and grub the east side, including adjusting the utilities. There is a traffic interconnect that's in there, and we've had Nevada Power relocate their poles already. Southwest Gas has done some work in there also.

COUNCILMAN LEVY: You know one more lesson and I think you're going to be quite an engineer. (Laughter) He knows the hard way.

MAYOR BRIARE: That leads to another question. Councilman Lurie just asked you about the utilities and you said "water." So if we stayed on the original alignment that we had laid out by Wallace and Associates, would we have the same water problem?

CITY ENGINEER MALONE: No.

MAYOR BRIARE: The water problem is on the east side.

CITY ENGINEER MALONE: The water problem would have to be taken care of underneath the Rancho Road Reconstruction Project. Remember that the majority of this will be reimbursed to us by the Regional Transportation Commission because we'd have to do the work underneath the roadway project anyway. So we're having Jerry Dorfman move these facilities out of the way in preparation for the roadway project in order to align his pipe.

COUNCILMAN LEVY: That's not what he said.

MAYOR BRIARE: I'm asking if we went by the original plans that were submitted to us by our consulting engineer, would we have run into a water problem?

CITY ENGINEER MALONE: Yes. Not as large in magnitude as we have here. It's minor.

MAYOR BRIARE: I see. So the greater magnitude then creates, I guess it goes without saying, a greater expense. How much greater?

CITY ENGINEER MALONE: For the water alone?

MAYOR BRIARE: Well, because of we're trying to find out what the impact of moving this

CITY ENGINEER MALONE: It's a Hundred Thousand Dollars estimated to do the construction that's necessary to prepare the road for its placement of the pipe.

MAYOR BRIARE: Well, what I'm trying to measure is -- you know, we want to do what is the best and we want to take our consulting engineer's word when he first came in George is right here, so it's alright to say this. I mean, pardon me --

COUNCILMAN LEVY: George is the guy -- he's the Governor of --

MAYOR BRIARE: Of what?

COUNCILMAN LEVY: Alabama. George Wallace.

MAYOR BRIARE: I always get you two mixed up, Scott. (Laughter)

C. G. WALLACE: Mayor, let me tell you, you're correct. My real name is George C. Wallace.

MAYOR BRIARE: Yes, I know, but everybody knows you by Scott.

COUNCILMAN LEVY: When the other guy came out, you didn't want to be too famous.

MAYOR BRIARE: Well, you were getting cussed out pretty good last week, including myself, so obviously, I was talking about the wrong guy. So now you're here. But I'm trying to see if the impact -- you know, we want -- we're sensitive toward the traffic bottlenecks on Rancho, but I don't know as public officials we're \$100,000 sensitive.

COUNCILMAN LEVY: I don't think he's said that yet.

MAYOR BRIARE: Well --

COUNCILMAN LEVY: Have you said that -- a Hundred Thousand difference?

CITY MANAGER HALL: Yes, approximately.

MAYOR BRIARE: You see what I'm driving at. I hate -- I've used that Rancho Road as many times as anybody in this City, except for Paul Christensen, and we all do, don't we, and I don't like the inconvenience, but I'll stand it for a Hundred Thousand Dollars.

DEP. CITY MGR. SAYLOR: But that \$100,000 would have been spent in the road construction.

COUNCILMAN LEVY: Well, we want to know the difference. I think that's what the Mayor's asking. What is the difference going this way and going straight. You said there's a

COUNCILMAN LEVY: lesser cost in the water line. How much lesser? That's what he's asking.

MAYOR BRIARE: Yes. I'm just trying to --

DEP. CITY MGR. SAYLOR: Do we know how much difference it would cost if we went down to the sewer line on this location, then came along and put the road in? It's essentially the same --

CITY ENGINEER MALONE: Have we even put together the credits on this, or is it a wash? I know we have to extend the pipe some, but --

MAYOR BRIARE: Well, if it's roughly a wash.

DEP. CITY MGR. SAYLOR: That's what I'm saying.

CITY ENGINEER MALONE: We don't know the true effect of that credit at this moment, but there is some savings by relocating the line and the elimination of some manholes, elimination of permanent paving. So the true effect of that, we don't know.

MAYOR BRIARE: We've got to identify everybody that's walking.

VAN MIERSCH: I'm sorry. My name is Van Miersch, and I'm with Wallace Engineers. I'm the Project Manager for the Consultant on this job.

COUNCILMAN LEVY: You be sure and be here Thursday.

VAN MIERSCH: Yes, sir.

DEP. CITY MGR. SAYLOR: But what we're saying, a Hundred Thousand Change Order does not reflect an additional cost of \$100,000. It basically reflects, and I'm qualifying a little bit, no cost because that would have been spent as part of the road project contract and, therefore, because of that, RTC is reimbursing what, some \$90,000 of it?

CITY ENGINEER MALONE: Yes.

DEP. CITY MGR. SAYLOR: So essentially, it's a wash, but I'm not -- you know, I don't want to kid you. There could be.

MAYOR BRIARE: Don, you make your statement based on consulting with Wallace Engineering?

DEP. CITY MGR. SAYLOR: And the contractor.

MAYOR BRIARE: Right.

COUNCILMAN LURIE: I think the one reason that this change is being made is so that we can keep Rancho open and that we can have less inconvenience for the traveling public that has to use Rancho.

CITY ENGINEER MALONE: That's correct.

COUNCILMAN LURIE: And I think that's an important item that we have to address. My concern is is that the engineer stays on top of the situation that this project moves along in a manner that is professional and that will get the project done in a timeframe that we have as few delays as possible.

COUNCILMAN LEVY: Compared to the Oakey Project?

MAYOR BRIARE: Well, that's --

COUNCILMAN LURIE: Compared to the other projects that we have going because Rancho is, you know, a narrow street. We are going to widen it, but we have got to get in there; we've got to get out of there, and I think that Scott's responsible to stay on top of the contractor to see that the job is done along with City staff and that's what I want to see done. Everybody comes in here that wants us to go outside and give the jobs out -- we give the jobs out, and then all of a sudden, they're gone. We can't find them and then we're the ones that get all the calls. I'd like to refer some of the calls to the Engineering Company that I get at ten o'clock at night because people are banging their cars around going through a maze trying to get home. So I think that it's time that if people want jobs with the City -- and I believe in using the private sector to do some of these jobs instead of doing them in-house then, by God, they'd better start coming around and doing the job properly. Otherwise, we're going to start doing them in-house.

COUNCILMAN LEVY: We'll talk about that Thursday.

COUNCILMAN LURIE: Yes.

MAYOR BRIARE: So anyway, to sum up your -- I think, Ron, it's important, and I think you'll agree that we do have some kind of dollar value, because I don't mind paying, you know, \$10 out of my pocket for inconvenience, but if you're going to ask me for \$100, I'd say, "Listen. Forget it. I'll be inconvenienced." That's the only point I'm trying to determine is that if these funds that are so precious and have to be protected for road development throughout the community, and we've talked about that enough times, I want to make sure that we're not paying \$100,000 just for pure convenience -- we're paying \$100,000 which is being transferred from some other projects and the whole thing is going to end up at approximately the same as we went in with.

DEP. CITY MGR. SAYLOR: Yes.

CITY ENGINEER MALONE: That's correct.

MAYOR BRIARE: That's what I want to be satisfied with, and I am satisfied. Does anybody else want to pick on Scott for awhile?

COUNCILMAN LEVY: Not until Thursday.

MAYOR BRIARE: Thursday will be your day, Scott.

COUNCILMAN LEVY: I MOVE WE FOLLOW THE --

MAYOR BRIARE: And I won't be there because I already got my crack at you now, and that was the only thing I had -- that was my only problem. Levy's got a bundle.

COUNCILMAN LEVY: I'LL MOVE THAT WE FOLLOW RECOMMENDATIONS OF STAFF.

MAYOR BRIARE: Comments? Those that are in favor say "Aye,"

(VOTE: Mayor Briare - "AYE"
Councilman Lurie - "AYE"
Councilman Levy - "AYE"
(Nolen & Christensen were excused.))

Are there any opposed? (No response.) There are no opposed. We have APPROVED the modification as presented.

IV(h) C. DISCUSSION AND POSSIBLE ACTION ON AN AGREEMENT TO PROVIDE VIBRATION MEASUREMENTS AND ANALYSIS OF SEISMIC FORCES IN CONNECTION WITH CITY CONSTRUCTION PROJECTS WITH STROBECK & ASSOCIATES

MAYOR BRIARE: Last.

CITY MANAGER HALL: Item No. C is the Agreement to provide the vibration measurements and analysis of seismic forces in connection with the City construction projects.

MAYOR BRIARE: We don't have anybody in-house that can do this?

CITY ENGINEER MALONE: No. This is an area of expertise that only a few of the geo-technical --

COUNCILMAN LEVY: Why do we need it?

MAYOR BRIARE: We're self-insured. Are we self-insured along this line? George, are we self-insured on general liability?

CITY ATTORNEY OGILVIE: We are up to \$100,000 and then we have a blanket --

MAYOR BRIARE: Over and above that?

CITY ATTORNEY OGILVIE: Yes.

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MAYOR BRIARE: This can almost -- yes, I can understand it. You've got to do it. Thank goodness it's only \$30,000. That's an agreed amount --

DEP. CITY MGR. SAYLOR: Not to exceed.

MAYOR BRIARE: Not to exceed, yes.

DEP. CITY MGR. SAYLOR: We use them as we need them. However, I must -- there's one thing that has to be pointed out here. We use this in connection with the -- when they run into a caliche problem and they use a headache ball to break it up. The resource available to us here will measure the seismic reaction of dropping that ball and will control it so that if it's creating too much of an impact on surrounding properties, they will say then you can only drop it say from 9 ft. as opposed to 20. In so doing, however, we may cause a delay in the project. That has to be understood. If we tell them they can only drop it from a certain height, then it's only logical that it's going to take longer to do that job. So I want you to know that going ing.

MAYOR BRIARE: Well, these are on future jobs?

DEP. CITY MGR. SAYLOR: Right.

CITY ENGINEER MALONE: This is on the Rancho section.

DEP. CITY MGR. SAYLOR: This will come to play on the Rancho section, right. Wherever we have a caliche problem.

COUNCILMAN LEVY: There's some people even looking for us for a lawsuit, so we'd better be careful.

DEP. CITY MGR. SAYLOR: I know. The contractor carries insurance. However, that's not necessarily a very satisfactory arrangement for the people that have property damage.

COUNCILMAN LEVY: Well, you know that they're going to be aiming at us.

MAYOR BRIARE: Well, then, too, when you -- Mr. Ogilvie, when you -- I don't want to get too deep in this conversation, but here we are talking about it in a public meeting, so we obviously know that this might occur. Now, if it does occur, I don't know, but the insurance company might say, "Well, you could have prevented it." Either "You, the City as owner, or the contractor as builder," -- that you could have prevented this, but you went ahead and did it and, therefore, it's not a claim under the policy.

CITY ATTORNEY OGILVIE: You mean if we hire Strobeck or --

MAYOR BRIARE: No, no, no, no, no. Sure, we're hiring him. We're going to try to do a little preventative medicine. You know, assuming that it passes, we're going to hire this person to go out and do it, but as far as the insurance company of the contractor coming in and taking care of damages, I'm not so sure about that. There's nothing sudden and unforeseen about something that you talk about at a public meeting.

CITY ATTORNEY OGILVIE: It's still an insured risk though.

MAYOR BRIARE: Pardon me?

CITY ATTORNEY OGILVIE: It's still an insured risk.

MAYOR BRIARE: Is it?

CITY ATTORNEY OGILVIE: That's something in contemplation when they wrote the contractor's policy. It would have to be.

CITY ENGINEER MALONE: There are measures that we can take. I'd like Mr. Strobeck to stand up and mention what those are

A. H. STROBECK: Yes.

CITY ENGINEER MALONE: Prior to.

A. H. STROBECK: Strobeck & Associates. What would you like, Carl.

CITY ENGINEER MALONE: I'd like you to explain to them the pre-evaluation prior to the dropping of the ball, so that you can get in there --

A. H. STROBECK: Gentlemen, the measurement in seismic vibrations, what we've found in the past using either blasting compounds, dynamite, heavy balls, etc. -- people who have never seen a crack before in their house suddenly feel the air blast and the windows roll around and a little shaking, so they'll go around and they'll start seeing cracks, which were there before which they did not see before. Normally, the best way to handle this is to go in and make what we call a pre-blast survey, which we normally do, for blasting in tight city areas when we're fairly close to the building. So we go in, go through the house, look at all the cracks, show them to the people, say where they are, say you're to have some rattling of windows and so forth, and then measure the input from the blast, usually at their location. There's different levels that various agencies say will cause damage and not cause damage, the measure which is known as particle velocity, and the common ground is two inches per second, but plaster might grate off and come down at say one inch per second, so by measuring these velocities and showing the people what they have ahead of time,

A. H. STROBECK:

normally, you're able to hold down your claims and it's also a little better public relations to the people, because they're going to go out and find them. Once they see these cracks, they get all shook up. So this is what we do and they say depending on the geology and the amount of caliche, it depends on the amount of input that you're going to get into the various structures.

COUNCILMAN LEVY:

MR. CHAIRMAN, MR. MAYOR, I'LL MOVE THAT WE FOLLOW THE RECOMMENDATIONS.

MAYOR BRIARE:

Comments? (No response.) Those that are in favor say "AYE."

VOTE: AYES - Mayor Briare, Councilmen Lurie and Levy.
(Nolen and Christensen excused)

Are there any opposed? There are none. THE MOTION IS APPROVED.

(MEETING WAS ADJOURNED AT 8:30 A.M.)

AGENDA DOCUMENTATION

Date: October 17, 1984TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: SAHARA/OAKEY SEWER CONTRACT MODIFICATION - DORFMAN CONSTRUCTION CO., INC.

PURPOSE/BACKGROUND

In the spring of 1984, construction began on the Sahara/Oakey Interceptor Sewer, of which the Rancho Drive Leg, from Oakey Blvd. to Alta Drive, is a part.

After construction began, and as a result of efforts by the City of Las Vegas representatives on the Regional Transportation Commission, the Commission agreed to fund the roadway widening of Rancho Drive between Oakey and Charleston Boulevards at this time.

The widening of Rancho Drive, and the associated purchase of an additional 10 feet of right-of-way, will allow the contractor to provide an additional lane width for maintenance of traffic during construction of the sewer. However, this requires moving the location of the proposed sewer approximately 30' to the east, and requires the sewer contractor to clear the newly acquired 10' of right-of-way instead of having it done as part of the future roadway contract.

The benefits to the motoring public and to the adjacent residents by this modification are significant.

The contract engineer, G. C. Wallace, and the contractor, Dorfman Construction Company, have prepared an estimate of cost to clear the right-of-way. Estimated cost: \$100,000.

FISCAL IMPACT

Regional Transportation Commission:	\$ 90,000
City of Las Vegas, Sanitation Fund:	10,000

TOTAL:	\$100,000
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RECOMMENDATIONS

The contract engineer, G. C. Wallace, Inc., recommends that the contractor, Dorfman Construction Co., be authorized to clear the right-of-way and perform incidental work, under the direction of G. C. Wallace; with reimbursement to be on a force account basis as described and provided for in the current contract, with the provision that in no case shall the reimbursement exceed \$100,000. Staff concurs.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, RLA
Director of Design and Development

Agenda Item 10/23/84

IV (h). B

City of Las Vegas

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Date: October 17, 1984

AGENDA DOCUMENTATION

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGREEMENT TO PROVIDE VIBRATION MEASUREMENTS AND ANALYSIS OF SEISMIC FORCES
IN CONNECTION WITH CITY CONSTRUCTION PROJECTS - STROBECK & ASSOCIATES, INC.PURPOSE/BACKGROUND

Many City projects require fracturing of underground rock and caliche by blasting or by use of various types of equipment which produce seismic forces.

It is necessary for the City to assess the potential damage to nearby private and public improvements by these seismic forces, and to limit the potential damage by control of contractors' construction activities. In order to accomplish this it has been, and will be necessary to monitor the activities of these contractors, and to measure, record, evaluate and report upon the seismic forces, and to perform related public relations functions.

Staff has asked for and received a proposal to perform these services by Strobeck & Associates, Inc., a firm that specializes in and is best qualified in this work. Staff finds the proposal acceptable and has prepared an engineering agreement for the services. The City Attorney has reviewed the agreement and approves it in form.

FISCAL IMPACT

Not to exceed \$30,000 over a 12-month period.
Monies are available in the Sanitation Fund.

RECOMMENDATIONS

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

Thomas B. Graham
THOMAS B. GRAHAM, AISC, RLA
Department of Design and Development

Agenda Item 10/23/84

IV (h). C

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into as of the 23rd day of October, 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 STROBECK AND ASSOCIATES, INC., (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY OF LAS VEGAS is the governmental entity responsible for providing adequate and safe public works improvements within its corporate boundaries for use by the public; and

WHEREAS, various City projects have and will require fracturing of underground rock and caliche by blasting or by use of various types of equipment which produce seismic forces; and

WHEREAS, in order to assess the potential damage to nearby private and public improvements by these seismic forces, and to limit the potential damage by control of contractors' construction activities, it has been, and will be necessary to monitor the activities of these contractors, and to measure, record, evaluate and report upon the seismic vibrational velocities, and to perform related public relations functions.

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

SECTION I: SERVICES OF CONSULTANT

The CONSULTANT shall provide, upon request by the CITY OF LAS VEGAS, the following:

1. Measurement of seismic vibrational velocities by trained and qualified personnel, using the following

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1 seismometer, to wit Sprengnether VS-1100 or an
2 equal model.

- 3 2. Record, summarize and interpret seismic measure-
4 ments suitable for court appearance.
- 5 3. Report promptly to the City Engineer or his
6 representative in the field such instances in
7 which the measurement of the seismic vibrational
8 velocities indicates that the potential for damage
9 to adjacent properties would be more extensive than
10 mere incidental cracks in wallboard.
- 11 4. Prepare periodic reports and analyses.
- 12 5. Provide analyses and expert testimony.

13 SECTION II: COMPENSATION AND MANNER OF PAYMENT

- 14 A. Compensation Formulas: As consideration for providing
15 the services described in Section I, the CITY OF LAS
16 VEGAS shall pay the CONSULTANT for actual services
17 rendered in the performance of this agreement according
18 to the following rate schedule for labor, equipment
19 and materials by project:

	Effective Prior to Jan. 1, 1985	Effective Jan. 1, 1985
22 Chief Engineer	\$74.00/hr.	\$80.00/hr.
23 Senior Field Technician	33.00/hr.	36.00/hr.
24 Clerical Assistance	22.00/hr.	24.00/hr.
25 Seismometer:	60.00/day 15.00/hr.	90.00/day 20.00/hr.
26 Field Support Vehicle and 27 Incidental Equipment	4.25/hr.	4.50/hr.
28 Materials	At cost	At cost

29 CONSULTANT through its Chief Engineer agrees, upon
30 request of the CITY OF LAS VEGAS, to appear in court, or
31 any other forum, as an expert witness in which case the
32 following rate shall be in effect:

1		1/2 Day	Full Day
2		(4 Hrs. or	(More than
3		<u>Less)</u>	<u>4 Hrs.</u>
4	Chief Engineer	\$600.00	\$1,100.00

5 B. Compensation Limitations: It is understood and agreed
6 by the parties that the total amount of compensation to
7 be paid to the CONSULTANT pursuant to the compensation
8 schedule of Section II.A shall not exceed, without prior
9 written approval of the CITY OF LAS VEGAS, THIRTY
10 THOUSAND AND 00/100 DOLLARS (\$30,000.00).

11 C. Manner of Payment: CONSULTANT, as a prerequisite to
12 the obligation on the part of the CITY OF LAS VEGAS for
13 payment of any compensation or expenses as herein
14 provided, shall submit on a monthly basis to the CITY
15 OF LAS VEGAS invoices detailing the number of employee
16 hours and the nature of the work performed for which
17 the CONSULTANT seeks compensation, attaching, when
18 possible, any and all receipts justifying the
19 invoice.

20 CONSULTANT agrees to segregate on the monthly invoice
21 the charges so as to enable the CITY OF LAS VEGAS to determine
22 when the maximum limit of compensation imposed under Section II.B
23 has been reached by the CONSULTANT.

24 Payment of such invoices shall be on or within thirty
25 (30) days of the date of receipt of the CONSULTANT's invoice for
26 services of the previous month. The CONSULTANT shall submit on
27 a weekly basis to the CITY OF LAS VEGAS an approved certified
28 time sheet for services performed the previous week.

29 SECTION III: TERMINATION

30 The CITY OF LAS VEGAS reserves the right to terminate
31 this Agreement without cause or default on the part of the
32 CONSULTANT immediately upon written notification to the CONSULTANT.
Notification of the CONSULTANT is deemed to have occurred on that

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1 date that the CITY OF LAS VEGAS deposits the written notification
2 with the United States Postal Service, postage prepaid, and
3 addressed to the party and location contained in Section XXIII of
4 this Agreement.

5 In the event of termination, without cause or default,
6 the CITY OF LAS VEGAS agrees to pay to the CONSULTANT the reason-
7 able value for all work and services performed to the date of
8 termination.

9 SECTION IV: COORDINATION

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

17 SECTION V: DEFAULT

18 A. The occurrence of any of the following events shall be
19 a default by CONSULTANT hereunder (hereafter called
20 "Events of Default"):

- 21 1. If CONSULTANT shall default in the due observance
22 and performance of any term, condition or covenant
23 contained herein.
- 24 2. If CONSULTANT shall (a) voluntarily terminate
25 operations or consent to the appointment of a
26 receiver, trustee or liquidator of CONSULTANT for
27 all or a substantial portion of its assets, (b) be
28 adjudicated bankrupt or insolvent or file a
29 voluntary petition in bankruptcy, or admit in
30 writing its inability to pay its debts as they
31 become due, (c) make a general assignment for the
32 benefit of creditors, (d) file a petition or answer

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1 seeking reorganization or an arrangement with
2 creditors or take advantage of any insolvency law,
3 or (e) if action shall be taken by CONSULTANT for
4 the purpose of effecting any of the foregoing;

- 5 3. If any warrant, execution or other writ shall be
6 issued or levied upon any property or assets of
7 CONSULTANT and shall continue unvacated and in
8 effect for a period of thirty (30) days; or
9 4. If CONSULTANT should, in the judgment of CITY OF
10 LAS VEGAS, neglect to prosecute the work hereunder
11 properly and with proper dispatch in accordance
12 with the time schedule which may have been agreed
13 upon between the parties hereto:

14 Then, if any such Event of Default continues for three
15 (3) working days after written notice to the CONSULTANT,
16 CITY OF LAS VEGAS may, without prejudice to any other
17 remedy it may have at law or in equity, (a) terminate
18 this Agreement, suspend all payments otherwise due to
19 CONSULTANT hereunder, finish the work by such means as
20 CITY OF LAS VEGAS may see fit, deducting from any
21 balance due CONSULTANT the cost of finishing the work
22 if the CITY OF LAS VEGAS cannot complete the perfor-
23 mance of this Agreement with the remaining funds
24 originally set aside and budgeted for this project and
25 paying the excess, if any, to CONSULTANT and in the
26 event the cost of finishing CONSULTANT's work exceeds
27 the balance due CONSULTANT, such excess shall be paid
28 by CONSULTANT to CITY OF LAS VEGAS within five (5) days
29 of invoicing by CITY OF LAS VEGAS, or (b) terminate
30 this Agreement and all the obligations imposed here-
31 under, including the obligation of any further payment
32 for the services of the CONSULTANT except for the

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1 reasonable value for all work and services performed to
2 the date of termination. The costs and expenses of
3 completing the work of CONSULTANT shall be computed and
4 audited by CITY OF LAS VEGAS' designated representative,
5 whose certification thereof shall be final and binding
6 upon the parties. The audit shall be made in accordance
7 with generally accepted accounting principles and
8 CONSULTANT shall pay all cost of such audit.

9 B. In the event CITY OF LAS VEGAS is required to perform
10 or does perform or hires others to perform any work or
11 services because of the default of the CONSULTANT, the
12 cost thereof, plus an additional ten percent (10%) to
13 cover CITY OF LAS VEGAS' overhead expenses, shall be
14 promptly paid by CONSULTANT to CITY OF LAS VEGAS.

15 C. It is expressly agreed that CITY OF LAS VEGAS reserves
16 the right to offset any and all claims made by CON-
17 SULTANT for payment of its fees hereunder or the
18 reimbursement of additional costs it incurred, with any
19 claims that CITY OF LAS VEGAS might have against
20 CONSULTANT for failure to comply with any of the terms
21 and conditions of this Agreement.

22 SECTION VI: OWNERSHIP OF DOCUMENTS

23 All records, summaries, reports or other like documents
24 given, prepared or assembled by the CONSULTANT or any subcon-
25 tractors which are related to the performance of this Agreement
26 are deemed to be the property of the CITY OF LAS VEGAS. In the
27 event of completion or termination of this Agreement, the CITY OF
28 LAS VEGAS reserves the right to require delivery of any records,
29 summaries, reports or other like documents not presently in its
30 possession.

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SECTION VII: INSURANCE

- 1
- 2 A. CONSULTANT shall provide and maintain, and it will
- 3 require its subcontractors to provide and maintain,
- 4 during the existence of this Agreement for the protec-
- 5 tion of the CONSULTANT and the CITY OF LAS VEGAS, the
- 6 following coverage:
- 7 1. Workmen's Compensation Insurance covering its
- 8 full liability under the State Industrial Insurance
- 9 System of the State of Nevada as required by the
- 10 Nevada Industrial Commission, or equivalent cover-
- 11 age approved by the CITY OF LAS VEGAS.
- 12 2. Comprehensive General Liability Insurance in the
- 13 amount of \$500,000 for injury or death to each
- 14 person, \$1,000,000 for each occurrence and \$500,000
- 15 for each claim of property damage with the CITY OF
- 16 LAS VEGAS named as an additional insured party.
- 17 3. Professional Liability Insurance (Errors and
- 18 Omissions Coverage) in the amount of \$1,000,000
- 19 naming the CITY OF LAS VEGAS, if possible, as an
- 20 additional insured party.
- 21 B. Prior to the commencement of this Agreement and as a
- 22 condition precedent thereto, the CONSULTANT will obtain
- 23 the insurance coverage required hereunder and will
- 24 furnish Certificates of Insurance to the CITY OF LAS
- 25 VEGAS demonstrating the procurement of such insurance
- 26 and will provide the CITY OF LAS VEGAS with a copy of
- 27 the appropriate sections of the policy.
- 28 C. The insurance coverage required herein must be written
- 29 by a company which is licensed to do business in the
- 30 State of Nevada. The Certificates of Insurance sent to
- 31 the CITY OF LAS VEGAS must contain a clause to the
- 32 effect that cancellations, reductions or restrictions

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

6 SECTION VIII: INDEMNITY

7 Notwithstanding any of the insurance requirements here-
8 inabove set forth or limits of liability set forth therein,
9 CONSULTANT shall protect, indemnify and hold harmless the CITY OF
10 LAS VEGAS, its officers and employees from any and all claims,
11 damages, losses, expenses, suits, actions, decrees, judgments,
12 attorney fees and court costs which the CITY OF LAS VEGAS, its
13 officers or employees may suffer, or which may be sought against,
14 recovered from or obtainable against the CITY OF LAS VEGAS, its
15 officers or employees as a result of, or by reason of, or arising
16 out of the negligent acts or omissions of the CONSULTANT, its
17 subcontractors or agents or anyone directly or indirectly
18 employed by the subcontractor or agent, in fulfillment or perfor-
19 mance of the terms, conditions or covenants of this Agreement.

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

29 SECTION IX: ASSIGNMENT

30 The CITY OF LAS VEGAS and the CONSULTANT each bind itself
31 and its partners, successors, administrators and assigns to the
32 other party of this Agreement and to the partners, successors,

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1 executors, administrators and assigns of such other party in
2 respect to all covenants of this Agreement, except neither the
3 CITY OF LAS VEGAS nor the CONSULTANT shall assign, sublet or
4 transfer its interest in this Agreement without the written
5 consent of the other. Nothing contained herein shall be con-
6 strued as creating any personal liability on the part of any
7 officer or agent of any public body which may be a party hereto.

8 SECTION X: WAIVER

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

23 SECTION XI: DESIGNATION OF REPRESENTATIVE

24 The City Engineer or his authorized representative is
25 hereby designated as the CITY OF LAS VEGAS' representative with
26 respect to the work to be performed under this Agreement. Said
27 representative shall have complete authority to transmit instruc-
28 tions, receive information, interpret and define CITY OF LAS
29 VEGAS' policies and decisions with respect to the services of the
30 CONSULTANT.

31 SECTION XII: CONSULTANT WARRANTIES

32 CONSULTANT represents and warrants:

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1 A. That it is financially solvent, able to pay its debts
2 as they mature, and possessed of sufficient working
3 capital to complete this Agreement; that it is able to
4 furnish the plant, tools, materials, supplies, equip-
5 ment and labor, and is experienced in and competent to
6 perform the work contemplated by this Agreement, and
7 that it is qualified to do the work herein and is
8 authorized to do business in the State of Nevada.

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

14 SECTION XIII: CONSULTANT'S EMPLOYEES

15 The CONSULTANT shall be responsible for maintaining
16 satisfactory standards of employee competency, conduct and inte-
17 grity, and shall be responsible for taking such disciplinary action
18 with respect to its employees as may be necessary. In the event
19 the CONSULTANT fails to remove any employee from the contract work
20 whom the CITY OF LAS VEGAS deems incompetent, careless or insub-
21 ordinate, or whose continued employment on the work is deemed
22 by the CITY OF LAS VEGAS to be contrary to the public interest,
23 the CITY OF LAS VEGAS reserves the right to require such removal
24 as a condition for the continuation of this Agreement.

25 SECTION XIV: INDEPENDENT CONTRACTOR

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

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1 SECTION XV: APPLICABLE LAW

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

4 SECTION XVI: COMPLIANCE WITH LAWS

5 The CONSULTANT shall in the performance of its obliga-
6 tions hereunder comply with all applicable laws, rules and regula-
7 tions of all governmental authorities having jurisdiction over
8 the performance of Agreement, including the Federal Occupational
9 Health and Safety Act and all state and federal laws prohibiting
10 and/or related to discrimination by reason of race, sex, age,
11 religion or natural origin.

12 SECTION XVII: SEVERABILITY

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

17 SECTION XVIII: PROHIBITION AGAINST CONTINGENT FEES

18 The CONSULTANT warrants that no person or entity has
19 been employed or retained to solicit or secure this Agreement
20 upon an agreement or understanding for a commission, percentage,
21 brokerage or contingent fee. For breach or violation of this
22 Warranty, the CITY OF LAS VEGAS shall have the right to annul this
23 Agreement without liability or, in its descretion, to deduct from
24 the contract price or consideration or otherwise recover, the
25 full amount of such commission, percentage, brokerage or contin-
26 gent fee.

27 SECTION XIX: PUBLICITY

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

31 SECTION XX: ARBITRATION

32 All claims, disputes and other matters in question

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1 between the parties to this Agreement, arising out of or relating
2 to this Agreement or the breach thereof, may at the option of the
3 aggrieved party be decided by arbitration in accordance with the
4 Construction Industry Arbitration Rules of the American Arbitra-
5 tion Association then obtaining unless the parties mutually agree
6 otherwise. No arbitration, arising out of or relating to this
7 Agreement, shall include, by consolidation, joinder or in any
8 other manner, any additional person not a party to this Agreement
9 except by written consent containing a specific reference to this
10 Agreement and signed by the CITY OF LAS VEGAS and the CONSULTANT,
11 and any other person sought to be joined. Any consent to arbitra-
12 tion involving an additional person or persons shall not constitute
13 consent to arbitration of any dispute not described therein or
14 with any person not named or described therein. This agreement
15 to arbitrate and any agreement to arbitrate with an additional
16 person or persons duly consented to by the parties to this Agree-
17 ment shall be specifically enforceable under the prevailing
18 arbitration law.

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

27 In the event that either party demands arbitration, it
28 is agreed by the parties hereto that all means of discovery,
29 including, but not limited to, depositions and interrogatories
30 will be afforded to the parties involved in the arbitration, with
31 the appointed arbitrator having all authority to impose sanctions
32 against either party for failing to comply with the rules for

1 discovery provided under the Nevada Rules of Civil Procedure.

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

5 SECTION XXI: CONFIDENTIALITY

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

14 SECTION XXII: SUBCONTRACTS

15 CONSULTANT agrees to include in all professional sub-
16 contracts in connection with performance of the terms and obliga-
17 tions imposed under this Agreement the following:

- 18 A. A provision that CONSULTANT agrees to pay the sub-
19 contractor when paid for that portion of the work by
20 the CITY OF LAS VEGAS, that no liability arises on the
21 part of the CONSULTANT to the subcontractor for payment
22 of the subcontracted work until payment has been made
23 by the CITY OF LAS VEGAS, and that if the CITY OF LAS
24 VEGAS had paid the CONSULTANT for said subcontract
25 work, then the subcontractors only recourse is against
26 the CONSULTANT and not against the CITY OF LAS VEGAS,
27 either through the institution of legal or equitable
28 action or the attachment of any lien;
- 29 B. A provision that the subcontractors have no more rights
30 against the CITY OF LAS VEGAS than that of the
31 CONSULTANT;
- 32 C. A provision that the subcontractor agrees to be bound

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1 to all the terms, conditions and obligations of this
2 Agreement unless the CITY OF LAS VEGAS has approved any
3 deviations, changes or modifications in writing; and

4 D. A provision that the subcontractor will obtain and
5 maintain professional errors and omissions insurance
6 coverage in connection with the subcontracted work in
7 an amount equal to that required of the CONSULTANT as
8 provided in Section IX of this Agreement.

9 SECTION XXIII: NOTICES

10 Any notice required under this Agreement shall be sent
11 to the following address:

12 CITY OF LAS VEGAS:

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

14 CONSULTANT:

STROBECK AND ASSOCIATES, INC.
4675 Polaris Avenue
Las Vegas, Nevada 89103

17 SECTION XXIV: MODIFICATION

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

21 SECTION XXV: ENTIRE AGREEMENT

22 The Agreement documents constitute the entire Agreement
23 between the parties hereto with respect to the matters covered
24 thereby. All prior negotiations, representations and agreements
25 with respect thereto not incorporated in such Agreement documents

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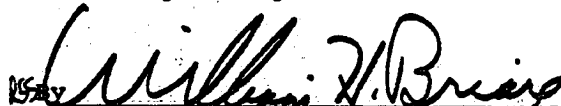
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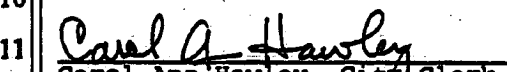
1 are hereby cancelled. This Agreement can be modified or amended
2 only by a document duly executed on behalf of the parties hereto.

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 
12 Carol Ann Hawley, City Clerk

13
14 STROBECK AND ASSOCIATES, INC.

15
16 By 
17 F.M. BABCOCK, CHIEF ENGINEER

18 ATTEST:

19
20 Secretary