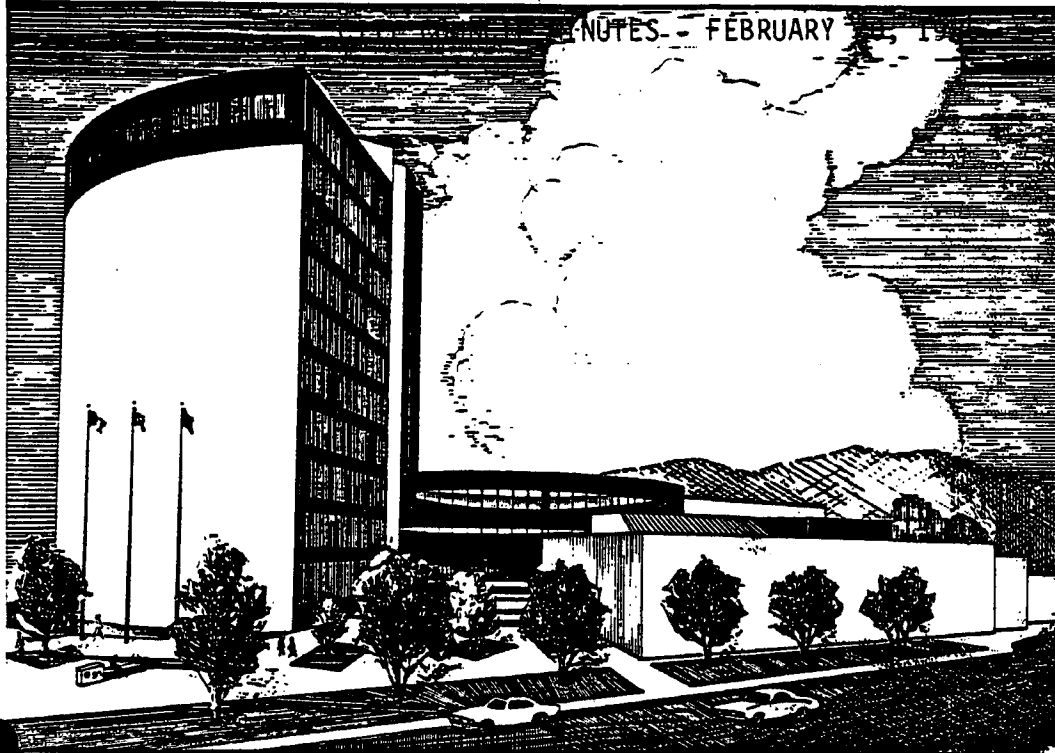




City of Las Vegas

CITY COUNCIL

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

MINUTES

DATE: February 20, 1985

TIME: 9:45 A.M.

INVOCATION: Reverend John R. Wise
University United Methodist Church

PLEDGE OF ALLEGIANCE: Given

CITY COUNCIL

MAYOR BILL BRIARE

COUNCILMAN RON LURIE
MAYOR PRO-TEM

COUNCILMAN AL LEVY

COUNCILMAN BOB NOLEN

COUNCILMAN W. WAYNE BUNKER

PRESENT

ABSENT

EXCUSED

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CITY ATTORNEY

GEORGE F. OGILVIE

☒

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☐

APPROVED BY REFERENCE

August 7, 1985

ATTEST:

Carol A. Hawley
CITY CLERK

William H. Briare
MAYOR

0001

February 20, 1985

Page 1

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

City of Las Vegas

AGENDA

ITEM Council Action Department Action

I. 9:45 A.M.

A. COMMUNITY RELATIONS

PRESENT: Mayor Briare
 COUNCILMEN Ron Lurie, Al Levy &
 W. Wayne Bunker
 EXCUSED: Councilman Bob Nolen

None

None

B. SPECIAL EVENTS

Mayor and Council presented Proclamation in appreciation of Glen Coon's outstanding community service. David Coon accepted on behalf of his father who is ill.

II. 10:00 A.M.

A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW

ANNOUNCEMENT MADE

B. INVOCATION

- Reverend John R. Wise
 University United Methodist Church

INVOCATION GIVEN BY
 REVEREND WISE

C. PLEDGE OF ALLEGIANCE

MAYOR BRIARE LED
 THE AUDIENCE IN THE
 PLEDGE

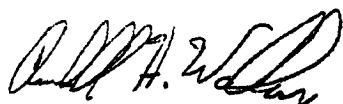
D. APPROVAL OF CITY COUNCIL FINAL MINUTES

For the meetings of September 5, 1984,
 December 5, 1984, and recessed meeting
 of April 16, 1984.

Lurie -
 APPROVED
 Motion carried with
 Bunker Abstaining
 and Nolen Excused.

Clerk to proceed

APPROVED AGENDA ITEM



Las Vegas

0002

"GLEN COON APPRECIATION DAY"

WHEREAS; Glen Coon is a devoted father, a friend to those who know him, and a pillar of community leadership for the past 38 years in Las Vegas; and

WHEREAS; in spite of his devotion to his family, Glen has found the time, patience, and energy to serve on numerous national, state, and local committees for the purpose of improving the quality of life we all love; and

WHEREAS; Glen's dedication to developing the talents of the youth of Las Vegas through Boy Scouts, youth sports, and as a long-time member of the City of Las Vegas Recreational Advisory Board has been greatly appreciated; and

WHEREAS; Glen Coon has demonstrated that supporting, helping, and caring about his fellow man is one of the greatest gifts anyone can share.

NOW, THEREFORE, WE, the undersigned Mayor and City Councilmen do hereby proclaim February 20, 1985 as:

"GLEN COON APPRECIATION DAY"

in the City of Las Vegas, and call upon the citizens of Las Vegas to recognize the dedication and community service of a man involved with mankind and filled with love.

William H. Briare

WILLIAM H. BRIARE, Mayor

Ron Lurie

RON LURIE, City Councilman

Al Levy

AL LEVY, City Councilman

Bob Nolen

BOB NOLEN, City Councilman

W. Wayne Sunker

W. WAYNE SUNKER, City Councilman

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0003

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 14th day of February, 1985, at the hour of 10 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, ADDENDUM NO. 12 to be held on 20th day February, 1985, 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)

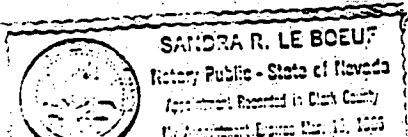
Joanne Perry
SIGNATURE

City Clerk's Office
DEPARTMENT

Subscribed and sworn to before me this

14th day of February, 1985

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County and State.

My Commission expires: 3-15-86

AFFIDAVIT OF POSTING

(Posting 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, Nevada being first duly sworn, deposes and says that on the 14th day of February, 1985, at the hour of 2pm there were posted copies of ADDENDUM NO. 2 to the AGENDA (NOTICE), of a Regular MEETING of the CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to be held on the 20th day of February, 1985, 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;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's Office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Council Chambers)

Joanne Perry
SIGNATURE

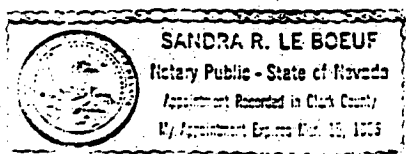
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

14th day of February, 1985

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County and State.

My Commission expires: 3-15-86



CITY COUNCIL MINUTES - FEBRUARY 20, 1985
AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0005

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 14th day of February, 1985 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 20th day of February, 1985, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE). and ADDENDUM NO. 1

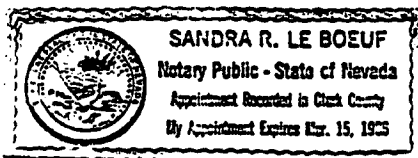
Joanne Perry
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

14th day of February, 1985

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County and State.

My Commission expires: 3-15-86



AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0006

STATE OF NEVADA)
COUNTY OF CLARK) ss

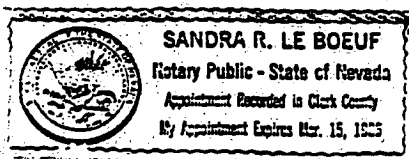
Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 14th day of February, 1985, a copy of ADDENDUM NO. 2 to the AGENDA (NOTICE), of Regular MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 20th day of February, 1985 was deposited in the United States Mail, Postage prepaid, First Class 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

14th day of February, 1985

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

My Commission expires: 3-15-86

0007

AGENDA*City of Las Vegas*

February 20, 1985

Page 2

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

ITEM

Council Action

Department Action

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

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

1002 *A. CHILD CARE FACILITY APPLICATIONS
(Approved by the Child Welfare Board)

Family Child Care Homes

1. LIZA JONDAHL
6204 Hobart Avenue

5 children days

2. CINDY TEAFORD
4228 Sawyer Avenue

5 children days

1003 *B. GAMING -- Additional

1. EXBER, INC.

El Cortez Hotel & Casino
600 East Fremont
10 slots

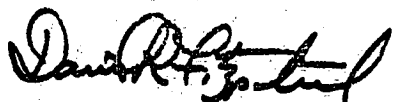
Lurie -
APPROVED Items 1
and 2.
Unanimous
(Nolen excused)

Staff to proceed

Lurie -
APPROVED Items 1
and 2
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0008

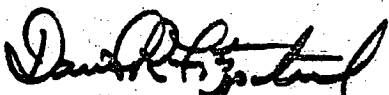
February 20, 1985

Page 3

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

ITEM	Council Action	Department Action
III. <u>DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
*B. <u>GAMING -- Additional</u> (cont'd)		
2. AMERICAN COIN ENTERPRISES The Brass Monkey 840 North Decatur, #D, E & F 5 slots Skinny Dugan's Pub 4127 West Charleston 2 slots	APPROVED See Page 2	See Page 2
104 C. <u>LIQUOR -- New/Request for Waiver</u> <u>of 400' Distance Requirement</u>	Lurie APPROVED Unanimous (Nolen excused)	Staff to proceed Ernest Calderon appeared Jerry Cahill appeared
1. CALDERON & CALDERON dba VEGA'S CAFE 4367 West Charleston Beer/Wine On-Sale License Ernest V. Calderon and Celerina V. Calderon, 100% jointly as husband & wife		

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: February 8, 1985

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

0009

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- FEBRUARY 20, 1985 CITY COUNCIL AGENDA
LIQUOR -- New/Request for Waiver of 400' Distance Requirement

PURPOSE/BACKGROUND

Item, "C", 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 Vega's Cafe, 4367 West Charleston.

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 church is within 400' of the proposed location:

Temple Emanu-El
4241 West Charleston

275'

Attached is a copy of a letter from Ernest V. Calderon for Vega's Cafe, outlining this request for waiver. Also attached is a copy of a map showing the proposed location and surrounding neighborhood.

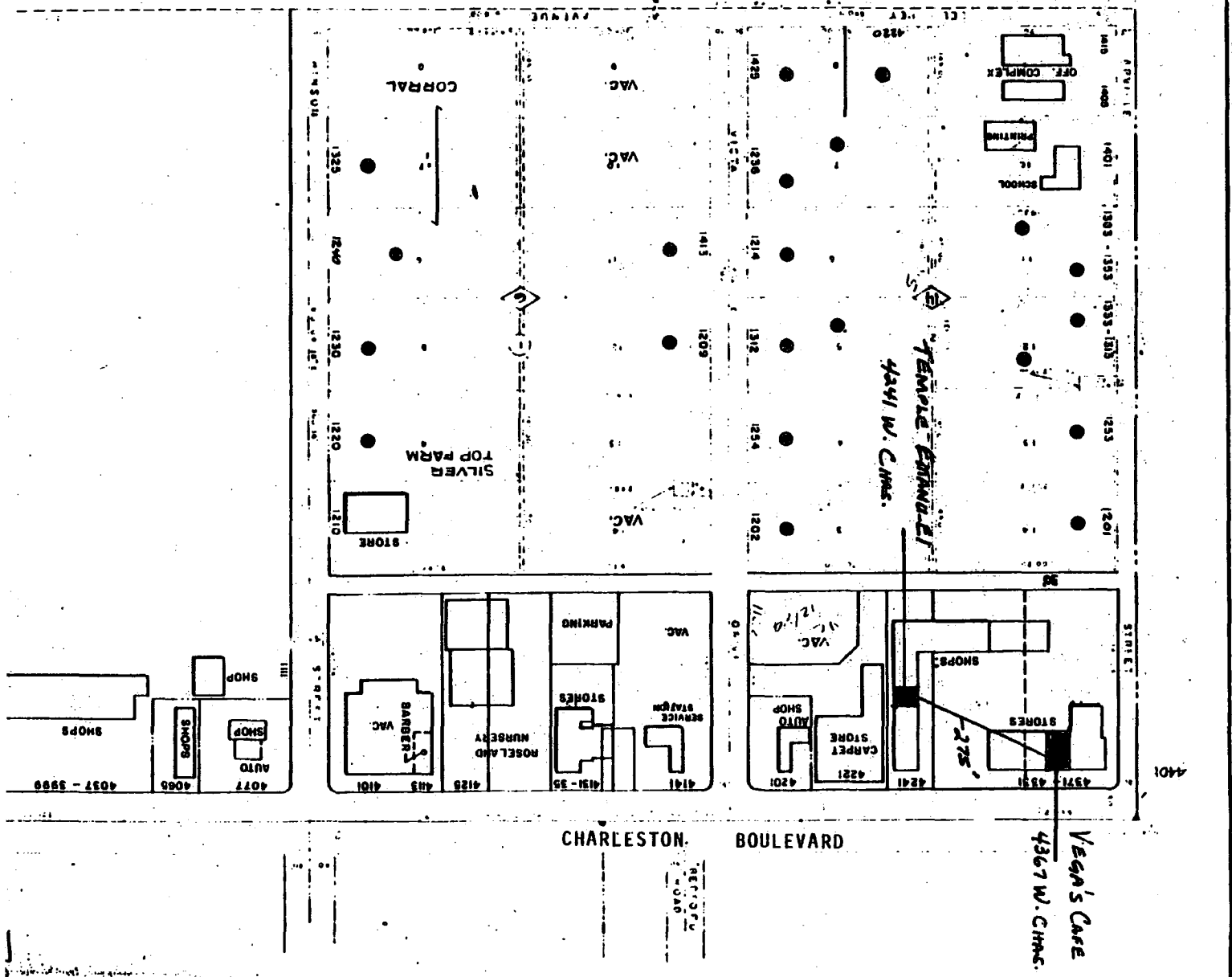

Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "C" 1

0010

R-6-1



0011

February 11, 1985

Mayor Bill Briare
City Commission of Las Vegas
400 East Stewart
Las Vegas, Nevada 89101

ATTENTION: Jerry Cahill, Director
Department of Business Activity

RE: Application for Beer/Wine License,
Vega's Cafe, 4367 W. Charleston,
Las Vegas 89102

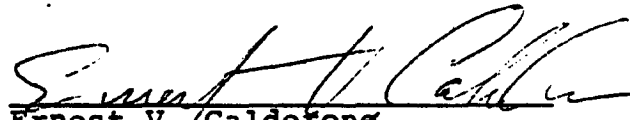
Gentlemen:

I am the owner and operator of Vega's Cafe and, pursuant to Las Vegas Municipal Code 6.50.300, I hereby request a waiver of the 400 foot distance requirement of that provision. Our restaurant has been in operation at this location for more than 6-1/2 years. Within the past year, Temple Emmanuel has located 275 feet behind us within a small shopping center. The entire area surrounding my cafe is a commercial area.

Temple Emmanuel has been notified of this pending application and they have verbally indicated no objection to me obtaining a beer/wine license.

Accordingly, I request a waiver of the provision noted above under these circumstances.

Thank you for your consideration.


Ernest V. Calderone
Owner, Vega's Cafe

EVC:sm

0012

February 20, 1985

Page 4

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

AGENDA

City of Las Vegas

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

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

1. From: R & J, Inc.
dba
Batter Beater
4437 West Charleston

John J. Haboush, Pres
Ruth M. Haboush, Secy

TO: *THAT'S ITALIAN, LTD.
dba
THAT'S ITALIAN, LTD.
4601 West Sahara,
#W, X & Y

General On-Sale
Restaurant Limited

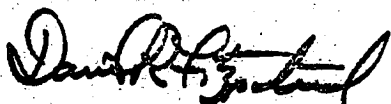
Lucien H. Lantenois,
Pres, Treas, Dir
Carol Anne Lantenois,
V. P., Secy, Dir
(Stock held 100% jointly
as husband & wife)

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

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

Staff to proceed

APPROVED AGENDA ITEM



0013

February 20, 1985

Page 5

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

City of Las Vegas

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

105 E. LIQUOR -- Approval of Corporate Officer

1. C.C.R.L., INC.
dba
THE WESTHILL PUB
3601 West Sahara

General On-Sale License

Additional Officer:
Gene A. Hill, Sole Officer,
Dir, 95%

Lurie -
APPROVED for one
year as recommended
by LVMPD.
Unanimous
(Nolen excused)

Staff to proceed

106 F. LIQUOR -- Approval of Managers

1. SOUTHLAND CORPORATION
dba
7-ELEVEN FOOD STORES
DISTRICT #2052
(Various City locations)

Beer/Wine Off-Sale Licenses

District Manager:
Barry D. Yost

Levy -
APPROVED Items 1
thru 4.
Unanimous
(Nolen excused)

Staff to proceed

2. LKS ENTERPRISES, INC.
dba
JOJOS
1531 Las Vegas Boulevard South

Beer/Wine On-Sale License

Unit Manager:
Dawn M. Nice

APPROVED
See Above

See Above

APPROVED AGENDA ITEM

David R. [Signature]

0014

AGENDA*City of Las Vegas*

February 20, 1985

Page 6

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

ITEM Council Action Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)F. LIQUOR -- Approval of Managers
(cont'd)

3. ROMA OF LAS VEGAS, INC.
dba
TONY ROMA'S, A PLACE FOR RIBS
620 East Sahara Avenue

General On-Sale License

General Manager:
John S. CoeAPPROVED
See Page 5

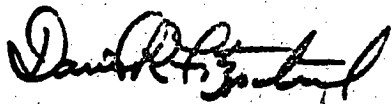
See Page 5

4. PAUL, INC.
dba
TWO GUYS FROM ITALY
2301 South Eastern

General On-Sale Restaurant
LimitedManager:
Jay E. SynstebyAPPROVED
See Page 5

See Page 5

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0015

February 20, 1985

Page 7

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

ITEM Council Action Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)1006
G. PRIVATE PATROLMAN/PRIVATE
INVESTIGATOR LICENSE --
Change of Location

1. From: 421 East Bridger

TO: *DUBER INDUSTRIAL
SECURITY, INC.
dba
DUBER INDUSTRIAL
SECURITY, INC.
1711 South Highland,
#E & FDonald C. Duber, Pres,
Dir, 50%
Kenneth L. Duber, Secy,
Treas, Dir, 50%
Donald Charleboix, Jr.,
Qualifying Agent*Subject to the provisions of the
Fire codesLurie -
APPROVED, subject
to provisions.
Unanimous
(Nolen excused)

Staff to proceed

1007
H. SPECIAL EVENT LIQUOR LICENSE

1. ST. ANNE'S SCHOOL

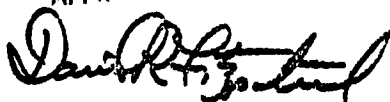
Location: 1813 South Maryland
Parkway

Date: March 17, 1985

Responsible Licensee:
Michael Smyth
The AristocratLurie -
APPROVED Items H
and I.
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM



0016

February 20, 1985

Page 8

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

ITEM Council Action Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

I. SPECIAL EVENT GAMING LICENSE

1. REGINA HALL AUXILIARY

Location: #1 Main Street

Date: April 21, 1985

Type: Bingo

APPROVED
See Page 7

See Page 7

Gerrie Bauer
appeared

J. LIQUOR -- Request for Approval of
Nonoperational Status

1. HOLIDAY INNS, INC.

dba

HOLIDAY INN - LAS VEGAS

DOWNTOWN

300 North Main Street

General On-Sale License

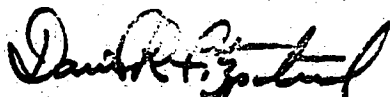
Roy E. Winegardner, Chmn of
the Board, Chief Exec Ofcr
Victor Morand, General Manager

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

Staff to proceed

(Request for approval of non-
operational status for three-
month period: 3/3/85 to 6/3/85.)

APPROVED AGENDA ITEM



1008

AGENDA DOCUMENTATION

Date: February 8, 1985

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

0017

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- FEBRUARY 20, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational Status

PURPOSE/BACKGROUND

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

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

1. Holiday Inns, Inc., dba Holiday Inn - Las Vegas Downtown.
2. Chopsticks, Inc., dba Chopstick Charlie Latin Quarter.
3. Charles Grangaard, dba Warehouse Dining & Lounge.
4. Samuel Perlman (deceased), dba Sammy's Newsstand/Package Liquor.
5. Exco, Inc., dba The Tiger Room.

Copies of letters requesting extensions are attached.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

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



0018

February 8, 1985

FEDERAL EXPRESS

Mayor & City Council
c/o Mr. Jerry Cahill
Dept. of Business Activity
City of Las Vegas
400 E. Stewart Street
Las Vegas, NV 89101

Re: Holiday Inn Las Vegas Downtown
300 N. Main
General On-Sale Liquor License: L04-021-4-00583

Gentlemen:

Pursuant to the Liquor Control Ordinance, Holiday Inns, Inc. is requesting a 90 day extension on the non-operational status for the liquor license at the above referenced location. Such non-operational status began with the close of business on December 2, 1984.

This present request will cover the period from March 3, 1985 to June 3, 1985.

The reason for the extension request of the non-operational status is needed to allow Holiday Inns, Inc. to actively pursue a purchaser for this license.

Sincerely,

HOLIDAY INNS, INC.



Tom Brettschneider
Vice President
Real Estate

THB/bjr

cc: Joe Conn-Hill
Victor Morand

AGENDA*City of Las Vegas*

0019

February 20, 1985

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

2. CHOPSTICKS, INC.
dba
CHOPSTICK CHARLIE
LATIN QUARTER
827 Las Vegas Boulevard South

General On-Off Sale License

Frank Q.S. Fong, Pres, Secy,
Treas, Dir, 33.25%
Guillermo A. Benito, V. P.,
Dir, 5.25%
Chul Kim, V. P., Dir, 10.5%
Melvin Bozack, 51%

(Request for approval of non-
operational status for three-
month period: 3/1/85 to 6/1/85.)

3. CHARLES GRANGAARD
dba
WAREHOUSE DINING & LOUNGE
950 West Bonanza

General On-Sale Restaurant
Limited

Charles D. Grangaard, 100%

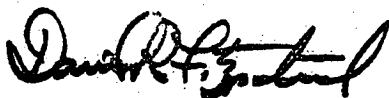
(Request for approval of non-
operational status for three-
month period: 3/1/85 to 6/1/85.)APPROVED
See Page 8

See Page 8

APPROVED
See Page 8

See Page 8

APPROVED AGENDA ITEM



LAW OFFICES

OSHINS, SINGER, SEGAL, MURPHY & MORRIS, CHARTERED

A PROFESSIONAL CORPORATION

720 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101-6593

RICHARD A. OSHINS

MICHAEL H. SINGER

MARK SEGAL

PHILIP A. MURPHY, JR.

TRUDE MEMAHAN MORRIS

0020

TELEPHONE
AREA CODE 702
382-5212

February 7, 1985

HAND DELIVERED

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

Re: Chopstick Charlie Latin Quarter
827 Las Vegas Boulevard South
General On-Off Sale License
L04-120-4-00015

Gentlemen:

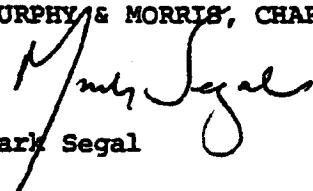
On or about November 28, 1984, Chopstick Charlie Latin Quarter ceased doing business at 827 Las Vegas Boulevard South. Chopsticks Charlie was closed because revenues at that time were not sufficient to allow Chopsticks, Inc., the operator of Chopstick Charlie Latin Quarter, to remain in business.

At the present time, the shareholders of Chopsticks, Inc. are actively seeking to sell the corporation's liquor license or move their operation to new premises, with the infusion of new capital by additional shareholders. In accordance with the foregoing, on behalf of Chopsticks, Inc., I request that the City Council approve for a three-month period nonoperational status of the license of Chopsticks, Inc., in order to avoid automatic revocation of its General On-Off Sale License.

Thank you very much for your consideration.

Very truly yours,

OSHINS, SINGER, SEGAL,
MURPHY & MORRIS, CHARTERED


Mark Segal

MS/k

0021

FEB 21 1985

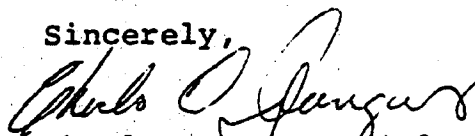
February 3, 1985
6546 Ironbark Ln.
Las Vegas, Nv. 89107

City Council
City of Las Vegas
400 E. Stewart Ave.
City Hall
Las Vegas, Nv. 89101

Re: City of Las Vegas
Liquor Control Ordinance of Las Vegas
Municipal Code 6.50.190

To have a 3 month nonoperating license. The Warehouse Dining and Lounge was closed down at midnight November 30, 1984 by the license holder, Charles Grangaard, for the deplorable condition of the lounge and building. This degradation of the building occurred during the time of bankruptcy when court appointed administrators and Consolidated Mortgage operated the business. This action was taken after November 21, 1984 upon court dismissal of the present bankruptcy by Judge Robert Clive Jones. December 10th, 1984 the same judge set aside his own dismissal for Consolidated Mortgage. I have again, through my attorney, Peter N. Reynolds, asked for a final dismissal or the court's permission to transfer the license to another location.

Sincerely,

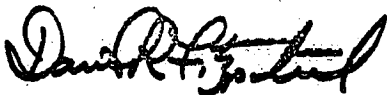

Charles D. Grangaard

AGENDA*City of Las Vegas*

February 20, 1985

Page 10

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>LIQUOR -- Request for Approval of Nonoperational Status</u> (cont'd)	APPROVED See Page 8	See Page 8
4. SAMUEL PERLMAN dba SAMMY'S NEWSSTAND/PACKAGE LIQUOR 117 1/2 South Casino Center General Off-Sale License Samuel Perlman, 100% (deceased) (Nonoperational status for period 6/1/84 to 9/1/84 approved 5/16/84. Nonoperational status for period 9/1/84 to 12/1/84 approved 8/15/84. Nonoperational status for period 12/1/84 to 3/1/85 approved 11/21/84. Request for approval of extension for last three-month period: 3/1/85 to 6/1/85.*) *Note: License must be activated prior to midnight 5/31/85.		
APPROVED AGENDA ITEM		
		

0023

HAND DELIVERED

February 5, 1985

Mrs. Elizabeth Wilner
3852 Royal Crest, Apt. 6
Las Vegas, Nevada 89109

City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Attention: Jerry J. Cahill, Director
Department of Business Activity

Re: Sammy's Newstand/Package Liquor
117½ South Casino Center
General Off-Sale License
L04-080-4-00125

Dear Mr. Cahill:

Mr. Samuel Perlman, the owner of the above-referenced general off-sale license died on November 10, 1984, and I am the Special Administratrix of his estate. An original certificate of death for Mr. Perlman along with a certified copy of the Court Order and the Special Letters of Administratrix issued to me are enclosed for your information.

You may consider this letter as my request on behalf of Mr. Perlman's estate for an additional three (3) months extension of non operational status from the City Council from March 1, 1985, to June 1, 1985, in order to avoid the automatic revocation of the above license.

The original of this letter is being hand delivered to you by me on this date, and a copy of this letter is being sent to you through the U.S. mails certified, return receipt requested.

If you need any further information or documentation from me, then please do not hesitate to contact me.

Very truly yours,

Elizabeth Wilner

Elizabeth Wilner

EW:mp
encls. a/s

III.4

AGENDA*City of Las Vegas*

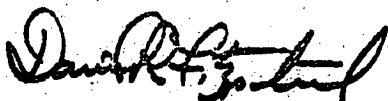
February 20, 1985

Page 11

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

ITEM	Council Action	Department Action
III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
J. LIQUOR -- Request for Approval of Nonoperational Status (cont'd)		
5. EXCO, INC. dba THE TIGER ROOM 121 1/2 South Casino Center General On-Sale License Leonard Shapiro, 100%, Sole Officer/Stockholder	APPROVED See Page 8	See Page 8
(Nonoperational status for period 5/23/84 to 8/23/84 approved 5/16/84. Nonoperational status for period 8/23/84 to 11/23/84 approved 8/15/84. Nonoperational status for period 11/23/84 to 2/23/85 approved 11/21/84. Request for approval of extension for last three-month period: 2/23/85 to 5/23/85.*)		
*Note: License must be activated prior to midnight 5/22/85.		
K. COMMUNICATION ITEM		
Discussion and possible action on a payment proposal from the Hotel Nevada & Casino for unpaid room taxes and sewer service charges.	Lurie - APPROVED document and payment schedule as recommended in backup documentation. Unanimous (Nolen excused)	Staff to proceed Jerry Cahill appeared Gary Pulliam, Hotel Nevada, appeared

APPROVED AGENDA ITEM



0025



Leonard Shapiro, Publisher • 10418 Yarmouth Ave., Granada Hills, CA 91344 • (213) 368-9002

FEBRUARY 4, 1985

CITY OF LAS VEGAS
DEPARTMENT OF BUSINESS ACTIVITY
JERRY J. CAHILL, DIRECTOR
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

DEAR MR. CAHILL:

IN RESPONSE TO YOUR LETTER OF DECEMBER 17, 1984, I
WISH TO REQUEST AN ADDITIONAL THREE MONTH EXTENSION OF
NONOPERATIONAL STATUS OF THE FOLLOWING LIQUOR LICENSE:

THE TIGER ROOM
121½ CASINO CENTER BLVD.
GENERAL ON-SALE LICENSE
L04-042-4-00435

THE PRESENT EXTENSION RUNS FROM 11/23/84 TO 2/23/85.

THANK YOU FOR YOUR COOPERATION IN THIS MATTER. IF YOU NEED
FURTHER INFORMATION, PLEASE DO NOT HESITATE TO CALL OR WRITE.

SINCERELY YOURS,

A handwritten signature in dark ink, appearing to read 'Leonard Shapiro', is written over the typed name.

LEONARD SHAPIRO, PRESIDENT
EXCO, INC.
10418 YARMOUTH AVE.
GRANADA HILLS, CA 91344

TH J.S.

AGENDA DOCUMENTATION

Date: February 14, 1985

0026

TO:
The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- FEBRUARY 20, 1985 CITY COUNCIL AGENDA
COMMUNICATION ITEM -- Discussion and possible action on a payment proposal
from the Hotel Nevada for unpaid room taxes and sewer service charges.

PURPOSE/BACKGROUND

Item, "K".

The attached proposal is being presented to you by the Hotel Nevada Corporation as a settlement and/or payment schedule to liquidate the debts as outlined in their letter.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "K"

HOTEL NEVADA & CASINO

0027

235 SO. MAIN • DOWNTOWN •
LAS VEGAS, NEVADA 89101

PHONES (702) 385-7311

TOLL FREE - 1 (800) 634-6495

February 12, 1985

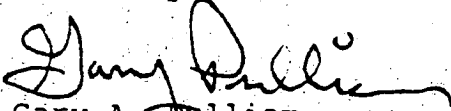
Mr. Jerry Cahill
Director of Business Activity
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Jerry:

Enclosed please find the proposal of settlement from the Hotel Nevada Corporation on the Room Tax and Sewer Service matter. As per your instructions I directed the proposal to the City Council in order to be included on the February 20, 1985 agenda.

Please feel free to contact me if you have any questions.

Sincerely,



Gary A. Pulliam
GAP/jeb
Enclosure

HOTEL NEVADA & CASINO

0028

235 SO. MAIN • DOWNTOWN •

LAS VEGAS, NEVADA 89101

PHONES (702) 385-7311

TOLL FREE - 1 (800) 634-6495

February 13, 1985

City Council of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To All Council Members:

The Hotel Nevada Corporation is in arrears on assessed Room Taxes and Sewer Service Fees in the total amount of \$89,797.16. These arrearages reflect Room Taxes owed to the City of Las Vegas in the amount of \$71,934.76 for the months of January 1983 through January 1985. Additionally, the arrearages reflect Sewer Service Fees in the amount of \$17,050.48 for the years of 1983 and 1984. This figure includes a penalty for Sewer Service Fees in 1984 for \$811.92 bringing the total Sewer Service Fees to \$17,862.40.

PROPOSED SETTLEMENT AGREEMENT

This document shall reflect a settlement proposal and payment schedule regarding delinquent Room Tax and Sewer Service Fees owed to the City of Las Vegas by the Hotel Nevada Corporation.

WHEREFORE, the Hotel Nevada Corporation agrees to perform the following terms and conditions:

- A. Payment of Nine Thousand Five Hundred Dollars (\$9,500.00) toward Room Tax for the months of November 1984 and December 1984. This payment shall become due and payable to the City of Las Vegas immediately upon complete execution of a settlement agreement.

0029

- B. THEREAFTER, Hotel Nevada Corporation shall pay to the City of Las Vegas Five Thousand Dollars (\$5,000.00) due and payable on the fifteenth (15th) day of each calendar month toward delinquent Room Tax and Sewer Service Fees. Each and every Five Thousand Dollar (\$5,000.00) payment will include interest and penalties owed to the City of Las Vegas by the Hotel Nevada Corporation on the outstanding balance of said delinquent Room Tax and Sewer Service Fees. The initial Five Thousand Dollar (\$5,000.00) payment shall become due and payable on April 15, 1985. The payment schedule will be structured as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>	<u>BALANCE</u>
Initial Payment	\$9,500.00	\$80,297.16
4/15/85	5,000.00	75,297.16
5/15/85	5,000.00	70,297.16
6/15/85	5,000.00	65,297.16
7/15/85	5,000.00	60,297.16
8/15/85	5,000.00	55,297.16
9/15/85	5,000.00	50,297.16
10/15/85	5,000.00	45,297.16
11/15/85	5,000.00	40,297.16
12/15/85	5,000.00	35,297.16
1/15/86	5,000.00	30,297.16
2/15/86	5,000.00	25,297.16
3/15/86	5,000.00	20,297.16
4/15/86	5,000.00	15,297.16
5/15/86	5,000.00	10,297.16
6/15/86	5,000.00	5,297.16
7/15/86	5,297.16	-0-

- C. FURTHERMORE, as a condition of this proposal the City of Las Vegas agrees to release Room Tax and Sewer Service Fee liens recorded against the Hotel Nevada Corporation whose property description is as follows:

Council Members
February 13, 1985
Page Three

0030

Clarks LVT
Lots 1-16
BLK 4 less road
Located in the City of Las Vegas,
Nevada, commonly known as
235 South Main Street

The lien release will be structured as follows:

i. ROOM TAX

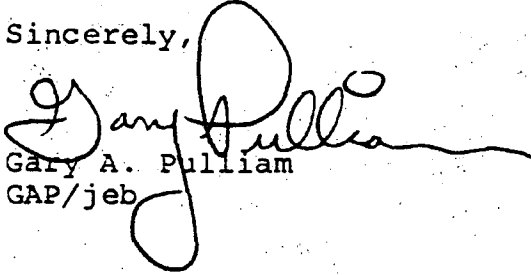
All amounts received by the City of Las Vegas pursuant to this proposal shall be applied to Room Tax liens until such time as said liens are satisfied. Release of individual liens shall be effectuated when an amount tendered from Hotel Nevada Corporation equals the amount of said liens.

ii. SEWER SERVICE

Subsequent to release of all Room Tax liens, the balance of amounts tendered from the Hotel Nevada Corporation shall be applied to Sewer Service liens until such time as said liens are satisfied.

- D. FURTHERMORE, as a condition to this proposal Hotel Nevada Corporation agrees to remain current on each and every future monthly Room Tax assessment and annual Sewer Service Fee assessment.

Sincerely,


Gary A. Pulliam
GAP/jeb

0031

February 20, 1985

Page 12

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

ITEM		Council Action	Department Action
	IV.(a) ADMINISTRATIVE AGENDA ASHLEY HALL, CITY MANAGER		
	Time Certain: 11:00 A.M.		
1110	A. PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES SUBMITTED BY THE DEPARTMENT OF BUILDING AND SAFETY TO RECOVER THE COST FOR THE DANGEROUS BUILDING ABATEMENT AND CLEANING THE PROPERTY AT 1212/ 1214 EAST STEWART AVENUE AND 229 NORTH 13TH STREET.	Levy - APPROVED report as recommended by Director of Building & Safety. Unanimous (Nolen excused)	Staff to proceed Owner not present No one appeared in opposition
	Time Certain: 11:00 A.M.		
1112	B. PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES SUBMITTED BY THE DEPARTMENT OF BUILDING AND SAFETY TO RECOVER THE COST FOR THE DANGEROUS BUILDING ABATEMENT AND CLEANING THE PROPERTY AT 1920 NORTH HIGHLAND.	Levy - APPROVED Report of Expenses with property to be liened in that amount. Owner to meet with City Attorney to work out a payment schedule. Unanimous (Nolen excused)	Staff to proceed Sallie Apfel appeared Kathy Tighe appeared (Note: Verbatim transcript made part of Final Minutes)
1012	C. DISCUSSION/ACTION ON SELECTION OF CONSULTANT TO PROVIDE THE TECHNOLOGY ASSESSMENT STUDY EFFORT FOR THE SUPER-SPEED TRAIN PROJECT.	Lurie - APPROVED as recommended. Unanimous (Nolen excused)	Staff to proceed
1014	D. DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION SUPPORTING EXCEPTIONS TO THE 55 MPH SPEED LIMIT IN RURAL AREAS OF NEVADA.	Lurie - ADOPTED Amended Resolution. Unanimous (Nolen excused)	Staff to proceed
		Note: Building & Safety staff directed to check on condition of properties on both sides of Highland from Bonanza to Lake Mead.	

AGENDA DOCUMENTATION

Date: February 13, 1985

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

0032

SUBJECT: PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR THE ABATEMENT OF THE DANGEROUS BUILDING AND CLEANING THE LOT AT 1212/1214 E. STEWART & 229 N. 13TH STREET.

PURPOSE/BACKGROUND

The property in question consists of two vacant structures generally located at the southwest corner of Stewart Avenue and 13th Street. These buildings had been secured in the past but had once again become open and accessible to vagrants and vandals. The property was also littered with trash and debris and has been a constant source of complaint because of its condition.

On May 30, 1984, the structures were declared dangerous by the Department of Building and Safety and notification was sent to the owner. Under Section 702 of the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition," the Building Official can, at his discretion, grant extensions of time not to exceed an additional 120 days within which to accomplish either rehabilitating, demolishing, or safely securing the structures and cleaning the lot. In this particular case, the property owner was given more than ample time to correct the violations. After due process of notification yielded no effort by the property owner to contact the Department of Building and Safety or correct the violations, Weaver Construction Company was hired to abate the dangerous building and clean the property. Work was completed on January 21, 1985.

The City of Las Vegas paid Weaver Construction Company \$1,635. Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto.

Under the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition," the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the City Council, the Council can then declare the charges to be a personal obligation on the part of the owner or may order the charges assessed against the property.

Attached are:

1. Report of Expenses.
2. Chronology of Events.
3. Notice of Public Hearing.
4. Copy of the Notice and Claim of Lien of Assessment.
5. Copy of the appropriate sections of the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition".

FISCAL IMPACT

\$1,635 paid to Weaver Construction Company.

RECOMMENDATIONS

Since the City received no response from the property owner, the City Manager recommends that the City Council:

1. Approve the Report of Expenses as submitted.
2. Order that the above charges be assessed against the property constituting a special assessment and lien upon said property.
3. Authorize the Notice and Claim of Lien of Assessment to be duly recorded and filed.

Agenda Item 2-20-85

IV(a) A.

NOTICE AND CLAIM
CITY COUNCIL MINUTES - FEBRUARY 20, 1985
LIEN OF ASSESSMENT

TO: LEROY C. AND DEBRA S. NEUMAN
(Owner)
6504 ABERDEEN, LAS VEGAS, NEVADA 89107
(Owners Address)

0033

On January 21, 1985, as provided in the Uniform Code for
(Date)
the Abatement of Dangerous Buildings, adopted by reference in Las Vegas Municipal Code
16.08.010, the City of Las Vegas caused the abatement of the following dangerous
building(s):

Assessor's Parcel No.: 020-384-001
Commonly known as: 1212/1214 E. Stewart Avenue and 229 N. 13th Street
Owner of Record on the above date: Leroy C. and Debra S. Neuman

Expenses in the amount of \$ 1,635.00 were incurred by the City
of Las Vegas in the above abatement procedure.

The City Council at a duly noticed public hearing held on February 20, 1985,
has ordered the above charges in the amount of \$ 1,635.00 shall be assessed against
the property and that said assessment shall constitute a special assessment against
and a lien upon the property as provided in the Uniform Code for the Abatement of
Dangerous Buildings Section 905(c).

This lien shall be subordinate to all existing special assessment liens
previously imposed upon the same property, and shall be paramount to all other liens
except for state, county and municipal taxes, and it shall be on a parity with the Lien
for those taxes.

All or any portion of this lien of assessment which remains unpaid after 30
days from the date of the recording thereof on the assessment roll shall become
delinquent and shall accrue interest at the rate of 7 percent per annum from and after
said date.

This lien shall continue until the assessment which forms the subject
matter thereof, and all interest due and payable thereon, shall have been paid in full.

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101
Telephone: (702) 386-6311

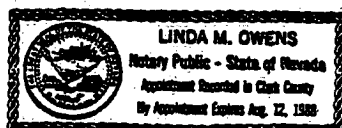
STATE OF NEVADA)
COUNTY OF CLARK) ss.

CAROL ANN HAWLEY, being duly sworn, deposes and says that she is the person
who executed the foregoing instrument on behalf of the City of Las Vegas and that she
has read the same and knows the contents thereof, that the matters stated therein are
true of her own knowledge, except such matters as are stated to be on information and
belief, and as to those matters, she believes them to be true.

Carol Ann Hawley
CAROL ANN HAWLEY

SUBSCRIBED and SWORN to before me
this 22ND day of FEBRUARY, 1985.

Linda M. Owens
NOTARY PUBLIC, in and for said County and State



CITY COUNCIL MINUTES - FEBRUARY 20, 1985
CHRONOLOGY OF EVENTS

1212/1214 E. STEWART and 229 N. 13TH STREET

0034

April 26, 1984	Property inspected by the Department of Building and Safety. Found property littered with trash and debris.
April 27, 1984	Request to Abate Nuisance letter sent certified mail to the owner. Letter signed for on May 1, 1984.
May 21, 1984	Property reinspected and buildings found to be open and accessible to vagrants and vandals.
May 30, 1984	"Notice and Order to Abate Dangerous Building" and clean the property sent by certified mail. Letter signed for on June 5, 1984.
October 15, 1984	Last resort letter sent to owner by certified and regular mail requesting he contact the Department of Building and Safety concerning the condition of the property. Letter signed for October 16, 1984; however, no contact was made.
October 29, 1984	"Notice and Order to Abate Dangerous Building" recorded with the County Recorder in Book 2013, Instrument #1972918.
November 6, 1984	Department of Building and Safety initiated purchase request to solicit bids.
November 29, 1984	Purchasing and Contracts Division mailed out "Request for Quotation" to three licensed contractors.
December 14, 1984	Only one bid received from Weaver Construction.
December 21, 1984	Letter sent certified and regular mail to the property owner informing him of the bid price and giving him seven days from receipt of the letter to respond. The certified letter was returned unclaimed.
January 10, 1985	Bid from Weaver Construction was accepted by the Department of Building and Safety.
January 21, 1985	Weaver Construction secured the dangerous buildings and cleaned the property. Work was accepted the same date by the Department of Building and Safety.
January 28, 1985	Filed Report of Expenses with the City Clerk and requested placement on agenda to set date for public hearing.
January 29, 1985	Recorded "Release of Notice and Order to Abate Dangerous Building" with County Recorder in Book 2055, Instrument #2014578.
February 6, 1985	City Council set a public hearing date of February 20, 1985, at 11:00 A.M.
February 8, 1985	Notice of Public Hearing posted on property by the Department of Building and Safety. Copy of Notice of Public Hearing sent to the property owner by the City Clerk.
February 10, 1985	Notice of Public Hearing published in the Review Journal.

0035

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

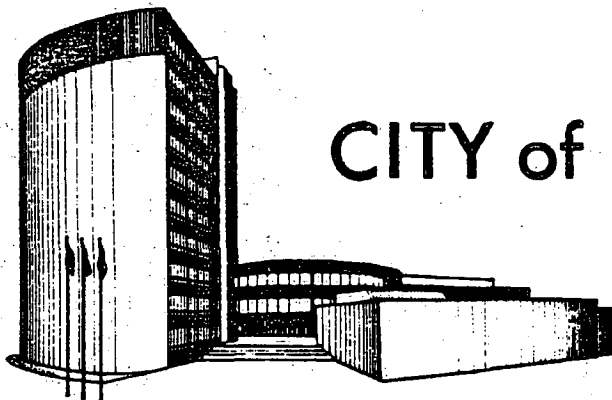
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN that on Wednesday, February 20, 1985, at the hour of 11:00 A.M. in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider a report by the Director of Building and Safety of the expense incurred by the City of Las Vegas to abate the dangerous buildings and clean the lots on property located at 1212/1214 East Stewart and 229 North 13th Street. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code.

The properties referred to above are legally described as:

Lot 9, Block 5, Fairview Tract

The Director of Building and Safety certifies in the report that the sum of \$1,635.00 was expended to Weaver Construction for the abatement of the dangerous buildings and cleaning of the lots located at 1212/1214 East Stewart and 229 North 13th Street. If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order the City Attorney to collect the same from the property owner on behalf of the City by the use of all appropriate legal remedies.

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

Carol Ann Hawley

CAROL ANN HAWLEY
CITY CLERK



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

Compliance

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

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

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

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

DANGEROUS BUILDING
DO NOT OCCUPY

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

Building Official

.....of.....

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

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

Extension of Time to Perform Work

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

Interference with Repair or Demolition Work Prohibited

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

Chapter 8

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

General

Sec. 801. (a) Procedure. When any work of repair or demolition is to be done pursuant to Section 701 (c) 3 of this code, the building official shall issue his order therefor to the director of public works and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

(b) Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

Repair and Demolition Fund

Sec. 802. (a) General. The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the director of public works to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

(b) Maintenance of Fund. The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

Chapter 9

RECOVERY OF COST OF REPAIR OR DEMOLITION

Account of Expense, Filing of Report: Contents

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

Report Transmitted to Council—Set for Hearing

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

Protests and Objections—How Made

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

Hearing of Protests

Sec. 904. Upon the day and hour fixed for the hearing the legislative body of this jurisdiction shall hear and pass upon the report of the director together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report

(as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

Personal Obligation or Special Assessment

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

(b) Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

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

Contest

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

Authority for Installment Payment of Assessments with Interest

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

Lien of Assessment

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

(b) Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

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

Sec. 909. After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

Filing Copy of Report with County Auditor

Sec. 910. If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

Collection of Assessment: Penalties for Foreclosure

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

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

Repayment of Repair and Demolition Fund

Sec. 912. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

AGENDA DOCUMENTATION

Date: February 13, 1985

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

0039

SUBJECT: PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR ABATEMENT OF THE DANGEROUS BUILDING AND CLEANING THE LOT AT 1920 NORTH HIGHLAND.

PURPOSE/BACKGROUND

The subject property is a burned out residence which has been vacant since about the mid 1970's. The property had been secured in the past but once again became open and accessible to vagrants and vandals. The lot was littered with trash and debris and has been a constant source of complaint because of its condition. Residents in the area have also expressed concern for the safety of children who might wander into the open structure.

On July 5, 1985, the structure was declared dangerous by the Department of Building and Safety. Notification was sent to the property owner to abate the dangerous building by either rehabilitating, demolishing, or safely securing the structure and cleaning the lot. Under Section 702 of the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition," the Building Official can, at his discretion, grant extensions of time not to exceed an additional 120 days within which to accomplish the work. In this particular case, the property owner had over six months from the date of her first notification sent July 5, 1984, until the work was done by our contractor on January 21, 1985.

The City of Las Vegas paid Weaver Construction Company \$3,000. Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto.

Under the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition," the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the City Council, the Council can then declare the charges to be a personal obligation on the part of the owner or may order the charges assessed against the property.

Attached are:

1. Report of Expenses.
2. Chronology of Events.
3. Notice of Public Hearing.
4. Copy of Notice and Claim of Lien of Assessment.
5. Copy of the appropriate sections of the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition."

FISCAL IMPACT

\$3,000 paid to Weaver Construction Company.

RECOMMENDATIONS

Since the property owner took no action to have the violations on the property corrected, the City Manager recommends that the City Council:

1. Approve the Report of Expenses.
2. Order that the above charges be assessed against the property constituting a special assessment and lien upon said property.
3. Authorize the Notice and Claim of Lien of Assessment to be duly recorded and filed.

Agenda Item 2-20-85

IV(a) B.

C H R O N O L O G Y O F E V E N T S

0040

1920 NORTH HIGHLAND

July 3, 1984 Department of Building and Safety received complaint.

July 5, 1984 Property inspected by the Department of Building and Safety and declared dangerous.

July 5, 1984 "Notice and Order to Abate Dangerous Building" and clean the property was sent to the property owner by certified mail and notice was posted on the building in question. Letter was received by the property owner July 10, 1984.

July 11, 1984 Owner called Building and Safety Department indicating a financial hardship, but compliance by July 25, 1984, which was extended until August 2, 1984.

August 6, 1984 Property reinspected - no change.

August 15, 1984 A second "Notice and Order to Abate Dangerous Building" sent certified mail to the owner. Letter received by owner August 20, 1984.

 Owner submitted a response in writing (undated), stating she had been financially unable to have the conditions on the property corrected, but that she would get estimates to have the work done.

August 27, 1984 Owner called the Department of Building and Safety again stating she was financially unable to have the violations on the property corrected.

November 2, 1984 Kathy Tighe called the owner to explain that as the owner she was responsible for the condition of her property and that because there was a safety factor to consider, the City needed a commitment as to her intentions. Owner said she would try to have it done the 1st of December, 1984.

November 5, 1984 Initiated purchase request to solicit bids.

November 7, 1984 Recorded "Notice and Order to Abate Dangerous Building" with the County Recorder in Book 2019, Instrument Number 1978080.

November 29, 1984 Request for quotation sent by Purchasing and Contracts to three licensed contractors.

December 4, 1984 Reinspected property to determine if any work had been started. There was no change on the property.

December 14, 1984 Only one bid received from Weaver Construction.

December 14, 1984 Kathy Tighe called owner and informed her of the bid price of \$3,000.

December 21, 1984 Last resort letter sent certified and regular mail to the owner informing her of the bid price and advising that the City would proceed with the work.

December 27, 1984 Owner called. Miss Tighe informed her we needed a formal commitment from her if she intended to correct the violations on her property; otherwise, the City was left with no alternative except hiring the contractor.

January 9, 1985 Miss Tighe called the owner and informed her that since we had received no further word from her, the contractor was being hired.

CHRONOLOGY OF EVENTS (Cont'd)

1920 NORTH HIGHLAND

- January 10, 1985 Clay Hymer spoke with the owner and told her if she would get the violations on the property corrected, we could cancel our contractor.
- January 10, 1985 Bid by Weaver Construction accepted by the Department of Building and Safety.
- January 16, 1985 Owner called Miss Tighe to inform her she would call other contractors to get estimates and would also talk to Weaver Construction.
- January 18, 1985 Miss Tighe called owner to inform her the contractor would be working on her property within the next few days.
- January 21, 1985 Contractor informed Miss Tighe they would be on the job site on January 21 and 22. Miss Tighe informed the owner of this fact.
- January 21, 1985 Miss Tighe visited the job site and took photographs of the work in progress.
- January 22, 1985 Work completed, photographed, and accepted by the Department of Building and Safety.
- January 28, 1985 Filed Report of Expenses with the City Clerk and requested placement on agenda to set date for public hearing.
- January 29, 1985 Recorded "Release of Notice and Order to Abate Dangerous Building" with County Recorder in Book 2055, Instrument Number 2014563.
- February 6, 1985 City Council set a public hearing date of February 20, 1985, at 11:00 A.M.
- February 8, 1985 Public Hearing notice posted on property by the Department of Building and Safety. Copy of notice mailed to owner by City Clerk.
- February 10, 1985 Notice of Public Hearing published in the Review Journal.

CITY COUNCIL MINUTES NOTICE OF PUBLIC HEARING
OF
LIEN OF ASSESSMENT

0042

TO: SALLIE J. APFEL
(Owner)
2925 SUNSET ROAD, LAS VEGAS, NEVADA 89120
(Owners Address)

On January 21, 1985 and January 22, 1985 as provided in the Uniform Code for
(Date)
the Abatement of Dangerous Buildings, adopted by reference in Las Vegas Municipal Code
16.08.010, the City of Las Vegas caused the abatement of the following dangerous
building(s):

Assessor's Parcel No.: 010-680-005
Commonly known as: 1920 North Highland
Owner of Record on the above date: Sallie J. Apfel

Expenses in the amount of \$ 3,000.00 were incurred by the City
of Las Vegas in the above abatement procedure.

The City Council at a duly noticed public hearing held on February 20, 1985,
has ordered the above charges in the amount of \$ 3,000.00 shall be assessed against
the property and that said assessment shall constitute a special assessment against
and a lien upon the property as provided in the Uniform Code for the Abatement of
Dangerous Buildings Section 905(c).

This lien shall be subordinate to all existing special assessment liens
previously imposed upon the same property, and shall be paramount to all other liens
except for state, county and municipal taxes, and it shall be on a parity with the Lien
for those taxes.

All or any portion of this lien of assessment which remains unpaid after 30
days from the date of the recording thereof on the assessment roll shall become
delinquent and shall accrue interest at the rate of 7 percent per annum from and after
said date.

This lien shall continue until the assessment which forms the subject
matter thereof, and all interest due and payable thereon, shall have been paid in full.

CAROL ANN HAWLEY, City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101
Telephone: (702) 386-6311

STATE OF NEVADA)
COUNTY OF CLARK) ss.

CAROL ANN HAWLEY, being duly sworn, deposes and says that she is the person
who executed the foregoing instrument on behalf of the City of Las Vegas and that she
has read the same and knows the contents thereof, that the matters stated therein are
true of her own knowledge, except such matters as are stated to be on information and
belief, and as to those matters, she believes them to be true.

CAROL ANN HAWLEY

SUBSCRIBED and SWORN to before me
this _____ day of _____, 19____.

NOTARY PUBLIC, in and for said County and State

Appellant made arrangements with
City Attorney to make payments.
Lien not filed.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 1

MAYOR BRIARE:

The next public hearing is to consider the report of expenses submitted by the Department of Building and Safety to recover the cost for the dangerous building abatement and cleaning the property at 1920 North Highland. We have the recommendations, Mr. Hall, that have been made to us and also the points, as backup material on this. Is there anyone in the audience today that wishes to be heard on this item. Yes, ma'am. I think we also have a letter -- maybe I'm being presumptuous. Are you Mrs. --

SALLIE APFEL:

Apfel.

MAYOR BRIARE:

Yes. We have your letter -- your handwritten letter, Mrs. Apfel. Do any Council members -- first of all, before we hear your statement, we have your letter, so we don't need that, but I wonder if the Council members have any questions of Mrs. Apfel with respect to her letter. I want to make a comment to you, Mrs. Apfel. I do believe, and Mr. Ogilvie from our City Attorney's Office is going to help me on this -- I do believe that although you have some things in your letter that, you know, are certainly of concern to you, and also, quite frankly, I kind of agree with your disappointment in having to be "hassled" so much, but I want you to know that we are obliged by law to do certain things, and I want you to know, and I think that I speak for the Council in this, that we're not trying to make life miserable for anybody, but there are certain laws and ordinances and procedures that we must follow. We really don't have much discretion in this. Mr. Ogilvie, have I stated that rather correctly?

CITY ATTORNEY OGILVIE:

That's correct. Before we reached this stage of the proceedings, the property owner has been given ample notice of what her responsibilities were and what we intended to do if she did not perform those responsibilities.

MAYOR BRIARE:

Right. And so, anyway, Mrs. Apfel, what I'm saying is I want you to know that I'm confident -- I'm sure each Councilman has already read your letter on this. However, now is the time for you to present any verbal testimony that you'd like to present.

SALLIE APFEL:

Well, I just came from down there, from the house, and they were supposed to clean up 1900 and 1920. That was in my letter that I have right here.

MAYOR BRIARE:

Now, when you say "they"?

SALLIE APFEL:

1900 and 1920. I just went by there and it looks to me like they took the stuff from the 1920 and dumped it on 1900, which is also my property adjacent. There are car seats there and there is a lot of debris and there's a

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 2

SALLIE APFEL:

dead animal right in the front of the house that they just boarded up that's just been put there. And my resentment and objection to this whole thing is that about two months ago, vandals came down and tore off all the bar tile from the roof. A friend of mine happened to be passing there. He took the license -- he went in and said, "What are you guys doing here?" And they said, "The owner told me we could come and take this bar tile off." He tried to call me and I wasn't home. So he took the license number down and called the police department. The police department came down there and he told them and gave them the license number and they checked it supposedly and said there was no such plate. But anyway, they ripped off the roof. We have boarded and cleaned that place up seven different times. A couple of months before I got these letters, a Jim Hunter from the -- who works in the, I guess -- well, anyway, he had quoted me a price of \$1150, and what I'd like to know is where they came up in a couple of months to \$3000. And also, you mean to tell me that this guy works here for nothing. Have you seen what they charge for everything -- this thing here?

MAYOR BRIARE:

We have a list. Yes, we have that list.

SALLIE APFEL:

Have you a list of this? Well, I'd like to know -- the \$3,000 -- we have cleaned this place up for \$900. We have cleaned it up for \$700. We have cleaned it up for \$1100.

COUNCILMAN LEVY:

Mrs. Apfel, it's your responsibility to clean it up and you should have, and we asked you to do it, and I can look up here. We've asked you ten times during this period of time to do it, and you didn't.

SALLIE APFEL:

I don't have the money. I am a widow. My husband was murdered two years ago. I am living with three children with \$1,050 a month. I don't have the money. I have been wiped out. I have been robbed at every little turn. People coming to me telling me my husband owed them money. He never owed them nothing. I brought to the District Attorney two people that I had -- almost had put in jail for trying to extort money from me, and I have called the -- well, this place here, anyway, and I've talked to Clay Hymer and I've talked to Kathy Tighe, and I've talked to Jim Hunter and I've told them. We have cleaned it up. Where are the police when they're tearing all this up? When we call the police, they come down; they look at it -- oh, yeah. They walk away. I've lived here for 35 years and I owe a lot of property in Nevada and I pay a lot of taxes, and I'd like to know where the cops are when they're tearing this place apart. When we had that place, there was nothing. They arsoned it. When we moved out of there, they almost killed my baby who is now sitting here 15 years old. She was only six months old when they threw dirt in her mouth

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 3

SALLIE APFEL:

and took a Pepsi-Cola bottle, smashed it up like this and put it in her face. I dragged her down to the hospital more dead than alive. I had to get out of there. I left there. They arsoned the building. The insurance had expired 24 days. We didn't know nothing about it, and we got no insurance for it. I know you're not interested in this and you don't care. Well, I do. I have three kids to bring up, and I resent this. And this guy is working here to clean it up at \$3,000. He says he's taken a loss of \$69. I don't believe that. I don't believe that. Nobody works for nothing.

MAYOR BRIARE:

As I've indicated to you, Mrs. Apfel --

SALLIE APFEL:

They don't work for nothing in this town, not for 35 years that I've lived here. I've never heard it.

MAYOR BRIARE:

I've already indicated to you, Mrs. Apfel, that we are bound by certain procedures. Is there anything else?

SALLIE APFEL:

Yes. Do I have to pay this all at once?

MAYOR BRIARE:

Incidentally, do you still live on Sunset Road?

SALLIE APFEL:

Yes, I do.

MAYOR BRIARE:

The reason I asked you that is because there's been -- well, you know too, there's been a whole list that we have before us starting way back of all the times that there has been contacts with you on this.

SALLIE APFEL:

And I've contacted them each and every time.

MAYOR BRIARE:

Mr. Ogilvie, what is our discretion here? All of the items and all of the length and number of things that have to be done apparently have been done. Does this Council have any discretion to forgive Mrs. Apfel if they were inclined to do so? I'm going to answer my own question. We cannot just be arbitrary in this, can we?

CITY ATTORNEY OGILVIE:

No. You cannot be arbitrary and charge more than should be charged nor can you be arbitrary and forgive things that should be charged. If there is legitimate reason why some of these items shouldn't be charged, then I think it's your duty to knock those off. But the money has been spent and without showing that it wasn't justified, I don't think that it can be waived. On the other hand --

SALLIE APFEL:

Well, how come they didn't clean up 1900. I have the letter saying here from all the way back -- "1900"--

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 4

CITY ATTORNEY OGILVIE: I can't answer you that.

SALLIE APFEL: But I mean is it fair for me -- it says they quoted a price of \$3,000 for the two pieces of property. They only cleaned one. So why do I have to pay them \$3,000 for only cleaning one?

CITY ATTORNEY OGILVIE: That is -- perhaps that is justification for not charging you the full \$3,000. I don't know. I don't have any of the information about your situation at all. Maybe Miss Tighe can answer that question.

COUNCILMAN LURIE: Kathy, do you have some pictures there? Can I see the pictures?

KATHY TIGHE: Yes, I certainly do.

MAYOR BRIARE: Miss Tighe -- did you have a question of Miss Tighe?

COUNCILMAN LURIE: I was just going to ask her if she can verify the \$3,000 and the both properties. That's why I want to see the pictures.

KATHY TIGHE: Yes. Part of the situation there is that Mrs. Apfel has, I believe, almost four and a half acres. It would have been substantially more to clean a total of four and a half acres of property. We did her house, cleaned out the interior, reboarded it and cleaned the immediate vicinities surrounding the house.

MAYOR BRIARE: Is it vacant?

KATHY TIGHE: Yes, it is. It burned about 1973. It's been a burned-out structure since that time. I believe Mrs. Apfel is trying to sell the property.

SALLIE APFEL: Yes, I am.

MAYOR BRIARE: Well, the ultimate conclusion on this, if we were to sustain the reports that have been made, Mr. Ogilvie -- the ultimate conclusion to this would be that there would be a lien on the property for the amount of monies that were spent and at some time when Mrs. Apfel would sell the property --

SALLIE APFEL: Yes, we just put it up for sale about --

MAYOR BRIARE: -- that at some time in an escrow or something, Mrs. Apfel, that money, that \$3,000, would appear as a lien on the property which the buyers would have to satisfy in order to get clear title. In other words, I think what I'm saying is I'm not making any recommendations as to how you resolve this. I don't think that it's going to be necessary for you to dig

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 5

MAYOR BRIARE: into your purse and come up with \$3,000 on the property, especially since you're anxious to sell it, but it would become a lien on the property.

SALLIE APFEL: Well, I don't like this lien stuff.

COUNCILMAN LEVY: Does this draw interest?

CITY ATTORNEY OGILVIE: I would have a question of Miss Tighe, if I could. Mrs. Apfel says that there was supposed to be both properties cleaned up for \$3,000. There's a letter in our backup today dated December 21 that seems to confirm that.

KATHY TIGHE: Well, like I say, part of the situation is the property, being as there is actually no structure left anymore -- being a burn-out for so many years, maps do not indicate an address. You're almost going by guess work on parcels.

SALLIE APFEL: But it says 1900 and 1920.

KATHY TIGHE: Actually, it should have been a 1900 slash 1920. As close as we can figure, the house is located on what was the parcel at 1920, because there's over four and a half acres of land there. The other parcel has never been developed. Her home is adjacent to a grocery store.

SALLIE APFEL: Oh, no, no, you're wrong. There's a house on there. There's a two-bedroom house on 1900 and there's a caretaker living there. There is a house there.

KATHY TIGHE: Okay.

SALLIE APFEL: Absolutely. And like I said, I didn't even care. You know those signs you gave me about no dumping? They're gone. How long ago was that, two weeks?

KATHY TIGHE: Two or three weeks ago. That's correct.

SALLIE APFEL: I have no trespassing --

COUNCILMAN LEVY: But it's your property, ma'am.

SALLIE APFEL: Pardon?

COUNCILMAN LEVY: It's your property. It's not ours. I mean, it's not this lady's property to take care of. It's your's. It's your responsibility.

SALLIE APFEL: I know it, but I just went down and put those signs up there, no trespassing and no dumping. I know it's my responsibility and I know it's mine, but I don't know what you're talking about, but it's my responsibility. What do you want me to do, stand there 24 hours a day and see that nobody steals a sign?

COUNCILMAN LEVY: No, you don't have to.

SALLIE APFEL: I don't want her to do it either, but I expect the Police Department when they go by to check it once in awhile.

COUNCILMAN LEVY: Well, you'll have to talk to the Sheriff. Do these liens draw interest?

CITY ATTORNEY OGILVIE: I'm sorry?

COUNCILMAN LEVY: Do the liens draw interest?

CITY ATTORNEY OGILVIE: No.

COUNCILMAN LEVY: Can we put it that way?

MAYOR BRIARE: Mrs. Apfel, is there anything else you wish to say?

SALLIE APFEL: Yes, I want to know how I could pay this off without putting a lien on the property. Do I have to pay this off the whole \$3,000? Can I pay it off like in installments with no interest?

KATHY TIGHE: We do have some choices on that, gentlemen, if you would make that decision.

COUNCILMAN LURIE: What are they?

KATHY TIGHE: What's before you right now is a lien of assessment, which means it would go on the property tax bill. We can change that somewhat if Mrs. Apfel would like to work out a payment plan. We then will file a property lien and as soon as that is paid off, release that lien and the City Attorney can work out a payment plan for her.

SALLIE APFEL: You know what they're doing there? They're ripping that whole road apart; they're slapping me with a bill for widening that road and putting our signs there. They did the same thing to me on Sunset Road. I live in the old Rex Bell Ranch. They put the road just barely 15 feet from my bedroom window and I had nothing to say about it. My husband had already been killed. And they came down and said, "Well, we'll give you \$43,000 for what we take. Relocate." Can you tell me where I can relocate for \$43,000?

MAYOR BRIARE: Well, Mrs. Apfel, that's not a question we can respond to.

SALLIE APFEL: But I'm trying to tell you what a bind I'm in moneywise. So they slapped me with a bill up there on Sunset Road for Four Thousand some odd dollars. Now, they're slapping me with another bill on Highland. Now, they want \$3,000.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 7

SALLIE APFEL: for cleaning. I'd have to get a gun and go hold up a bank to try to pay this stuff off. I mean, I think it's unfair. I was down there. From Bonanza Road -- I mean, you people go down there and you look where the debris, where the junk, where the cleanups are. How come I was singled out? From Bonanza Road --

MAYOR BRIARE: Mrs. Apfel, you weren't.

SALLIE APFEL: Just a minute.

MAYOR BRIARE: Now, listen. Don't tell me "just a minute." I'm conducting this meeting, Mrs. Apfel, and I think we're being quite patient with you.

SALLIE APFEL: I think you are too.

MAYOR BRIARE: You wrote a very sarcastic note, and I don't blame you.

SALLIE APFEL: No, I'm not. I --

MAYOR BRIARE: And I've already gone all through this.

SALLIE APFEL: I'm not addressing it to you, Your Honor. I'm addressing it to her.

MAYOR BRIARE: Now, do you have any concluding remarks you want to make? I'm getting kind of tired of hearing all this going back and forth.

SALLIE APFEL: I'm wondering why the dirt and debris and rocks and junk is from Bonanza Road clear down to Miller Street and only my property has been cleaned. The rest -- I would like somebody even to go down there now and look. Your Honor, from Bonanza Road to Miller Street, it's junk, garbage, old refrigerators, all kinds of car parts and all are laying there. Now, you ride down there and you come to 1920. That's the only little area that's clean. How come all this other isn't clean?

MAYOR BRIARE: Now, Mr. Hall, that's a good point that she brings up.

SALLIE APFEL: Thank you.

MAYOR BRIARE: I don't know how -- I don't know how -- whether a complaint was filed to begin with, and that's why I've tried to clear it and I tried to make it before either one of us had any discussion on this, that we're not picking anybody out. This is not a matter of arbitrary actions by this Council. We have to treat all the various properties the same.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 8

- SALLIE APFEL: Oh, I know that. I'm not blaming you people. You don't go down there and look at the property. It's the City that goes down and looks. You probably haven't been there in years to even see what it looks like, but both sides on Highland from Bonanza to Miller Street -- on both sides, there's debris and junk and bricks, buildings knocked down and everything.
- MAYOR BRIARE: None of us profess to be experts in the credit business, and I don't even want the question of how would you like to pay this amount off? Mr. Ogilvie, would it be difficult for someone through your office to try to work out something with Mrs. Apfel on setting up a payment schedule as Miss Tighe has just recommended?
- CITY ATTORNEY OGILVIE: There would be no problem.
- MAYOR BRIARE: There would be no problem? Well, would the Council consider then -- what would be a proper motion to cause this -- Kathy explained the least of the two methods which is not as bad.
- COUNCILMAN LURIE: The property lien.
- MAYOR BRIARE: The property lien, but as soon as the lien is paid off -- pardon me, as soon as the amount is paid off, the lien is lifted and it wouldn't affect her --
- COUNCILMAN LEVY: When she sells it, it will be notified.
- MAYOR BRIARE: Yes.
- KATHY TIGHE: Yes. We file a release of lien at that time.
- SALLIE APFEL: And would this lien -- I don't really understand real estate. My husband took care of all of that. With a lien, what do they mean? When I sell the property, then I could pay them, or what?
- KATHY TIGHE: That's something that the City Attorney's Office could explain.
- COUNCILMAN LEVY: What you're going to have is a payment structure, ma'am, of \$3,000. Maybe you're going to pay it \$500 a quarter. Let's say that's what you agreed to. And you make two payments and you sell the property. The other balance of \$2,000 will then be due and payable from out of the escrow.
- SALLIE APFEL: Oh, okay.
- COUNCILMAN LEVY: That's basically what we're saying. But it will be notified and that buyer -- the new person who's buying the property will be told that there's a \$2,000 lien or whatever the

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 9

COUNCILMAN LEVY: balance is at that time.

MAYOR BRIARE: Does that sound reasonable to you?

SALLIE APFEL: Well, you know, I know what they're talking about.

COUNCILMAN LEVY: But you're going to have to make some kind of payment structure on the money owed.

SALLIE APFEL: But I will try to pay that off myself.

COUNCILMAN LEVY: That's fine. Then it's off.

SALLIE APFEL: So that I don't have any lien because people kind of shy away when there's a lien against the property.

COUNCILMAN LEVY: No, not at all.

SALLIE APFEL: You don't think so?

MAYOR BRIARE: Mr. Ogilvie, what kind of a motion could we consider here?

CITY ATTORNEY OGILVIE: I think probably you should confirm the \$3,000 and direct my office to consult with Mrs. Apfel and draw up an agreeable payment schedule, agreeable to the Department of Building and Safety.

COUNCILMAN LEVY: But also have a lien on the property?

CITY ATTORNEY OGILVIE: Yes.

COUNCILMAN LEVY: I'LL MAKE THAT MOTION.

MAYOR BRIARE: Any comments by Council members? Oh, incidentally, is there anyone else to be heard on this matter? (No response.) Then, the public hearing is closed and we're ready for a vote on the question.

COUNCILMAN LURIE: I just want to tell Mrs. Apfel I was there two days ago. I looked at your property. I looked at the house. I think the whole house should come down.

SALLIE APFEL: Which house? On Highland?

COUNCILMAN LURIE: Yes, 1920. The whole thing should probably come down because I think what you're going to have is people are going to be moving right back in there and living in the house unless it's completely removed, unless you sell it and they renovate it and build some commercial. I agree with the one statement you made. I don't believe all the way down to Bonanza is necessary, but from Highland north up to Miller and Lake Mead, it is in bad shape all the way on both sides of the street, and we need to get in there

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV.(a) - B - PUBLIC HEARING - DANGEROUS BUILDING ABATEMENT - 1920 N. HIGHLAND Page 10

COUNCILMAN LURIE: with our people and find out who all those property owners are and get something done, because what's going to happen is that one piece of property is just going to get dirty again.

CITY MANAGER HALL: Kathy, would you follow up on that with Clay in Building and Safety and make sure we check all those properties on both sides of Highland Drive from Bonanza to Lake Mead.

KATHY TIGHE: Yes, sir.

SALLIE APFEL: Like they told me to -- they wanted me to knock that building down. Well, that's 12 inch walls with flagstone floors and 18 feet wide and a 12 feet high aged brick fireplace, all Mexican tile bathrooms. I can't knock that down. That's reconstructible.

COUNCILMAN LURIE: I can see at one time it was a real pretty house. It was a real nice house.

SALLIE APFEL: It was a nice house.

COUNCILMAN LEVY: I have a motion.

MAYOR BRIARE: We have a motion before us. Comments by the Council members? Cast your vote. Post. The motion's APPROVED. Your next date is with the City Attorney's Office. Thanks, Mrs. Apfel. Good luck.

SALLIE APFEL: Okay, thank you.

(END OF DISCUSSION ON THIS ITEM.)

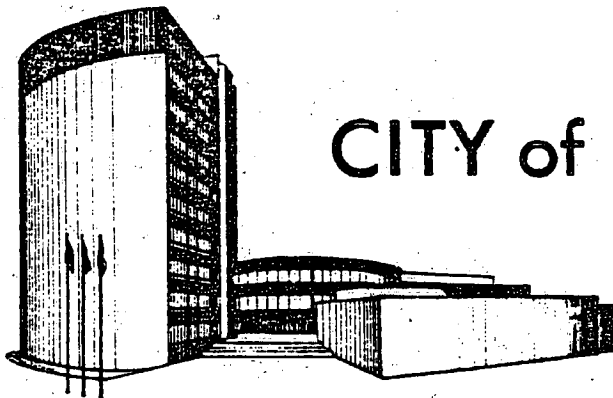
0053

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN that on Wednesday, February 20, 1985, at the hour of 11:00 A.M. in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider a report by the Director of Building and Safety of the expense incurred by the City of Las Vegas to abate the dangerous building and clean the lot on property located at 1920 North Highland. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code.

The property referred to above is legally described as:

A portion of the N $\frac{1}{2}$, SE $\frac{1}{4}$, Sec. 21, T20S, R61E.

The Director of Building and Safety certifies in the report that the sum of \$3,000.00 was expended to Weaver Construction for the abatement of the dangerous building and cleaning of the lot located at 1920 North Highland Street. If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order the City Attorney to collect the same from the property owner on behalf of the City by the use of all appropriate legal remedies.

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

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK



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

Compliance

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

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

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

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

DANGEROUS BUILDING DO NOT OCCUPY

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

Building Official

.....of.....

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

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

Extension of Time to Perform Work

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

Interference with Repair or Demolition Work Prohibited

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

Chapter 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

General

Sec. 801. (a) Procedure. When any work of repair or demolition is to be done pursuant to Section 701 (c) 3 of this code, the building official shall issue his order therefor to the director of public works and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

(b) Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

Repair and Demolition Fund

Sec. 802. (a) General. The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the director of public works to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

(b) Maintenance of Fund. The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

Chapter 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

Account of Expense, Filing of Report: Contents

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

Report Transmitted to Council—Set for Hearing

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

Protests and Objections—How Made

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

Hearing of Protests

Sec. 904. Upon the day and hour fixed for the hearing the legislative body of this jurisdiction shall hear and pass upon the report of the director together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report

(as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

Personal Obligation or Special Assessment

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

(b) Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

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

Contest

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

Authority for Installment Payment of Assessments with Interest

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

Lien of Assessment

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

(b) Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

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

Sec. 909. After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

Filing Copy of Report with County Auditor

Sec. 910. If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

Collection of Assessment: Penalties for Foreclosure

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

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

Repayment of Repair and Demolition Fund

Sec. 912. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

Feb 13, 1985

0057

Dear Carol Ann Hawley:

This letter is in reference to the boarding up and cleaning of my property located at 1900 and 1920 W. Highland Drive.

First of all I resent the \$3000.00. It is sure a lot of money for that job. My late husband had these premises cleaned and boarded up 6 times and it never cost more than \$900.00. I had it done once after he died for \$1000.00.

When I first got a notice to do this job I called Clay Hymers office. A man answered and we spoke about it. He told me that Weaver Const. Co did all the city's jobs. and said it would cost \$1,150. to do it. Not having the money at the time I said I'd call when I got the money. Soon after I again received a letter threatening me with Court etc. which really upset me. I was living on Social Sec. of \$1000 + 50 a month & I explained that to Clay

in another phone conversation.

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

Now again arrived another letter 0058
quoting a price of \$3000.00 and that
really got me. Quite a jump from \$1,150
just a month or so before.

I called Clay H. and asked him to
give me the names of the companies who
bid on these jobs. His answer "Weaver
Construction" "Hick others" I asked. That's
all he said. Well that sure burned
me up. He said others don't bid. I called
8 other contractors & they all do that
kind of work. Well I got "Allred"
and met with a man at the Highland
place. ^{on Friday} And also another Co. I can't
remember his name it was a long polish
name. He was to meet me on Monday as
was the "Allred" co man - I called Weaver
Construction and talked to the main guy
I told him not to go on my property until
he met with me on Mon. He said he could
not be there before Wed or maybe just
maybe on Tuesday. I told him I had
2 construction co men meeting me on
Monday. Monday morning about 9 A M.
I received a phone call from Rick of

Allied construction co. telling me that
Weaver was already there working. Now
that really gets me since I told Weaver
I wanted to meet with him before he
did any^{work} there & he told me he would
call me first before starting if indeed
he was to get the job. "I'll call or my office
will call & tell you when we can meet"
He never called and after telling me he
could not start the job till Wed. He
sent his men down Mon. and never even
called. He can't say he did & I warn to
home because I'm always home & if I'm
not my daughter or son are home. My
house always has someone home.

Further more 1900. is adjacent & that too
was to be cleaned up - but in all these
following letters you only refer to 1920 -
How come. Now he wants \$3000.00 for just 1920.
All the front of the house was boarded up
He had to do just the windows & a door
plus clean up. \$3000.00 come on! I'm sick
of creeps trying to rob me since my
husband died. (murdered during a robbery
at our place of business)

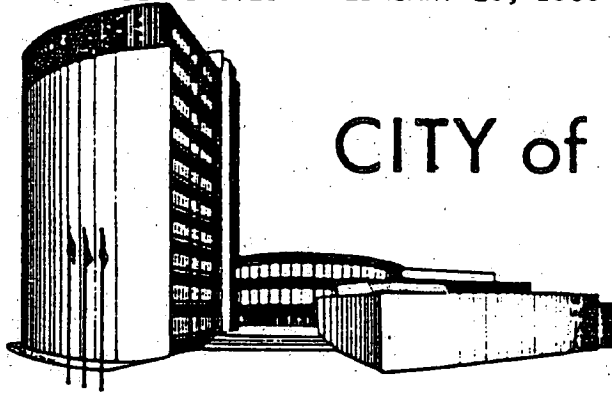
CITY COUNCIL MINUTES - FEBRUARY 20, 1985 0060
I have 3 children in high school. Do
you think this Heaver guy cares even
tho I explained my situation. No way!

Sincerely
Saeii Oph

P.S. and I don't like threats of
courts & money,

My daughter was almost kidnapped
twice after threats. I was threatened
& I'll tell you something threats are
really something on nerves. I being
a very nervous person since my husband
murder. You people could call on the
phone, and use all the money you
waste on your stupid letters on poor
people who are living on the streets
and groveling in garbage cans for
sustenance. Oh yes I see it all
the time at Sunset Park. It is not
food for their dog (they don't have dogs
I've even asked & they tell me it's
for them huh huh?)

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

December 21, 1984

CERTIFIED AND REGULAR MAIL

Sallie J. Apfel
 2925 Sunset Road
 Las Vegas, Nevada 89120

Re: NOTICE AND ORDER TO ABATE DANGEROUS BUILDING
 1900 and 1920 North Highland
 Assessor's Parcels: 010-680-004 and 010-680-005

Dear Mrs. Apfel:

You are hereby notified as owner of the property referenced above that you are in violation of Las Vegas Municipal Code 16.08, Uniform Code for the Abatement of Dangerous Buildings, 1982 edition.

Starting back in August of 1984, you were notified by the City of Las Vegas Building and Safety Department to correct the violations on your property by either rehabilitating, demolishing, or safely securing the structure and causing the property to be cleaned. Our most recent inspection of 12-4-84 revealed no change in the existing violations on your property; therefore, the City requested bids from licensed contractors to do the necessary work and we have been quoted a price of \$3,000. We have attached a copy of the contractor's technical specifications for your review.

Be aware, the contractor will collect all debris, trash, and other items on the property and will not separate those items which you may consider valuable or useful. If you wish to salvage any items on your property, please have them removed.

As the property owner, you will be responsible for all costs incurred to have the existing violations on the property corrected. Where the full amount due the City is not paid, then a lien shall be recorded and shall remain in full force, plus any court costs for collection and interest, until final payment has been made.

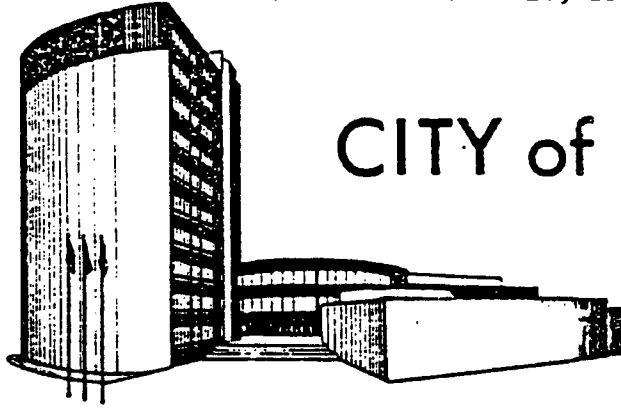


MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

0062

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN that on Wednesday, February 20, 1985, at the hour of 11:00 A.M. in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider a report by the Director of Building and Safety of the expense incurred by the City of Las Vegas to abate the dangerous building and clean the lot on property located at 1920 North Highland. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code.

The property referred to above is legally described as:

A portion of the N $\frac{1}{2}$, SE $\frac{1}{4}$, Sec. 21, T20S, R61E.

The Director of Building and Safety certifies in the report that the sum of \$3,000.00 was expended to Weaver Construction for the abatement of the dangerous building and cleaning of the lot located at 1920 North Highland Street. If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order the City Attorney to collect the same from the property owner on behalf of the City by the use of all appropriate legal remedies.

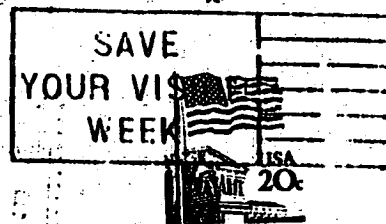
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CAROL ANN HAWLEY
CITY CLERK



FEBRUARY 20 1988

7-5-E Sunset Rd
Vegaz Mex 89120



**RETURN RECEIPT
REQUESTED**

CITY COUNCIL
 OPENED
 178 459 472
 MAIL

City of Las Vegas
Office of City Clerk, City Hall
400 E. Stewart
Las Vegas, Nev 89101

Attention Carol Ann Hawley

AGENDA DOCUMENTATION

Date: February 14, 1985

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGERSUBJECT: DISCUSSION/ACTION ON SELECTION OF CONSULTANT TO PROVIDE THE TECHNOLOGY ASSESSMENT
STUDY EFFORT FOR THE SUPER-SPEED TRAIN PROJECT.PURPOSE/BACKGROUND

This contract is the last of the study efforts of the Phase II project.
We received five proposals from non-profit firms as follows:

Canadian Institute of Guided Ground Transport
Queen's University at Kingston, Ontario

Jet Propulsion Laboratory of California Institute of Technology
Pasadena, California

N.D. Lea Transportation Research Corporation
Washington, D.C.

The MITRE Corporation
McLean, Virginia

TUV Rhineland/Dornier Systems/DE Consult
Federal Republic of Germany

An evaluation team unanimously rated the Canadian Institute of Guided Ground Transport as being most capable of doing the Technology Assessment. This firm has an extensive background of experience in rail systems and Mag-Lev.

FISCAL IMPACT

\$100,000 - F.R.A. Grant Monies

RECOMMENDATIONS

The City Manager recommends that staff be authorized to negotiate a contract with the Canadian Institute of Guided Ground Transport to do the Technology Assessment study effort for an amount not to exceed \$100,000.

Agenda Item

IV.(a) C.

City of Las Vegas

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

AGENDA DOCUMENTATION

Date: February 15, 1985

0065

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION SUPPORTING EXCEPTIONS
TO THE 55 MPH SPEED LIMIT IN RURAL AREAS OF NEVADA.

PURPOSE/BACKGROUND

Senator Chic Hecht has introduced legislation before the United States Congress which would permit states to increase the 55 mph speed limit to 65 mph on highways outside of urban areas with populations of 50,000 or more.

The debate over the 55 mph speed limit has increased in intensity as world oil prices have declined and the popularity of small, fuel-efficient vehicles has increased. Here in Nevada, where population centers are separated by hundreds of miles of uninhabited land, the justification for a 55 mph speed limit seems highly questionable.

Compliance with the 55 mph speed limit has decreased dramatically over the years and best estimates conclude that over 75% of all drivers exceed the 55 mph law.

The Resolution before you today supports Senator Hecht's legislation which would permit states to increase the speed limit, if the states desire, on highways outside urban areas.

FISCAL IMPACT

None

RECOMMENDATIONS

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

Agenda Item

IV.(a) D.

RESOLUTION ENDORSING STATE PREROGATIVE
TO INCREASE THE 55 MPH SPEED LIMIT IN
RURAL AREAS.

AMENDED

1 WHEREAS, the U. S. Congress enacted temporary legislation in 1973 and
2 made the law permanent in 1974 mandating a nationwide 55 mph limit on all
3 highways because of the Arab oil embargo and resulting fuel crisis; and

4 WHEREAS, the world oil market is now a buyer's marketplace; the Arab
5 oil cartel has fallen into disarray, and the car market has become smaller
6 car oriented with an emphasis on greater fuel efficiency; and

7 WHEREAS, population centers in Nevada are separated by vast stretches
8 of uninhabited land; and

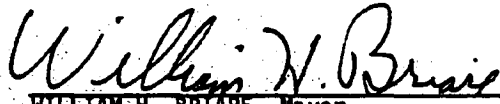
9 WHEREAS, enforcement of the 55 mph speed limit drains resources which
10 could be better used in other areas of law enforcement; and

11 WHEREAS, the people of each state should play an instrumental role in
12 determining which highways are suitable for higher speeds.

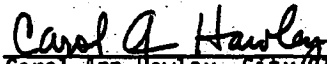
13 NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Councilmen that
14 the City of Las Vegas strongly endorses national legislation submitted by
15 Senator Chic Hecht which would permit states to set highway speeds outside
16 urban areas.

17 AND BE IT FURTHER RESOLVED that the President of the United States,
18 Nevada's Congressional Delegation, Governor Richard Bryan and the Nevada
19 Department of Transportation be provided a copy of this resolution.

20 PASSED, APPROVED AND ADOPTED THIS 20th day of February, 1985.

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22 
23 WILLIAM H. BRIARE, Mayor

24
25 ATTEST:

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27 
28 Carol Ann Hawley, City Clerk
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32

RESOLUTION ENDORSING STATE PREROGATIVE
TO INCREASE THE 55 MPH SPEED LIMIT IN
RURAL AREAS.

0067

1 WHEREAS, the U. S. Congress enacted temporary legislation in 1973 and
2 made the law permanent in 1974 mandating a nationwide 55 mph limit on all
3 highways because of the Arab oil embargo and resulting fuel crisis, and

4 WHEREAS, the world oil market is now a buyer's marketplace; the Arab
5 oil cartel has fallen into disarray, and the car market has become smaller
6 car oriented with an emphasis on greater fuel efficiency, and

7 WHEREAS, population centers in Nevada are separated by vast stretches
8 of uninhabited land, and

9 WHEREAS, enforcement of the 55 mph speed limit drains resources which
10 could be better used in other areas of law enforcement, and

11 WHEREAS, the people of each state should play an instrumental role in
12 determining which highways are suitable for higher speeds.

13 NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Councilmen that
14 the City of Las Vegas strongly endorses national legislation submitted by
15 Senator Chic Hecht which would permit speed limits up to 65 mph on highways
16 outside urban areas.

17 AND BE IT FURTHER RESOLVED that the President of the United States,
18 Nevada's Congressional Delegation, Governor Richard Bryan and the Nevada
19 Department of Transportation be provided a copy of this resolution.

20 PASSED, APPROVED AND ADOPTED THIS _____ day of February, 1985.

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22
23 WILLIAM H. BRIARE, Mayor
24

25 ATTEST:

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27 Carol Ann Hawley, City Clerk
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0068

AGENDA*City of Las Vegas*

February 20, 1985

Page 13

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

ITEM

Council Action

Department Action

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

1022 E. DISCUSSION AND ACCEPTANCE OF DONATION OF
AN ACADEMY TRAINING BUILDING TO BE
LOCATED ON THE CITY-OWNED LAND FOR THE
METROPOLITAN POLICE DEPARTMENT PISTOL
RANGE.

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

Staff to proceed
Steve Waugh, LVMPD,
appeared

AGENDA DOCUMENTATION

Date: February 15, 1985

TO:
The City Council

FROM:
ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND ACCEPTANCE OF DONATION OF AN ACADEMY TRAINING BUILDING TO BE LOCATED ON THE CITY-OWNED LAND FOR THE METROPOLITAN POLICE DEPARTMENT PISTOL RANGE.

PURPOSE/BACKGROUND

At the January 28, 1985 meeting of the Las Vegas Metropolitan Police Department Fiscal Affairs Committee, the Committee accepted the donation from Mr. Claude Howard to build an 8800 square foot structure for use by the Department as an Academy Training Building.

Since Metro is precluded from owning real property, Metro is requesting that the City of Las Vegas accept the donation and hold title to the building.

The building will be located on land owned by the City on which the City is constructing a new pistol range for Metro.

FISCAL IMPACT

No direct fiscal impact to the City of Las Vegas.

RECOMMENDATIONS

It is the City Manager's recommendation that the City Council accept the donation and hold title to the property.

Agenda Item

IV. (a) E.

0070

February 20, 1985

Page 14

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

ITEM

Council Action

Department Action

IV(b) DEPARTMENT OF FINANCE & 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.

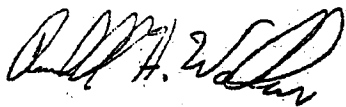
A. SERVICE AND MATERIAL WARRANTS/PAYROLL WARRANTS/OTHER WARRANTS AND INVESTMENTS

1. Service and Material Warrants
In the amount of \$4,337,214.29
2. Payroll Warrants
In the amount of \$1,506,665.70
3. Other Warrants and Investments
In the amount of \$434,396.70

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

Staff to proceed

APPROVED AGENDA ITEM



1024

0071

[illegible]

Total Other \$ 434,396.70

PAYROLL WARRANTS

NO.	THRU	AMT \$	DESCRIPTION
170347	171530	765,362.90	P/PE 1-26-85
171531	172711	741,302.80	2-9-85

Total Payroll \$ 1,506,665.70

TOTAL NET AMOUNT \$ 6,278,276.69

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.

Stephen D. Smith
DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED:

cable laws, to the best of my knowledge and belief.


CITY MANAGER

On 02/20, 19 85, The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

ATTEST

0072

February 20, 1985

Page 15

AGENDA*City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011**ITEM****Council Action****Department Action****IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS**

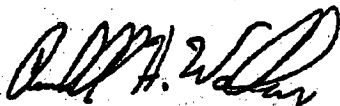
JAN TAIT, DIRECTOR

**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>
Inmate Classification Technician	Detention & Correctional Services	\$1,406- 1,709	General
Chief, Economic Development Operations	Economic & Urban Development	\$2,125- 2,836	General
Development Officer	Economic & Urban Development	\$1,833- 2,399	General
Carpenter	General Services	\$1,671- 2,031	General
Municipal Court Marshal (4)	Municipal Court	\$1,504- 1,965	General
Maintenance Laborer II	Parks, Recreation & Sr. Citizen Activities	\$1,273- 1,548	General
Management Analyst I	Parks, Recreation & Sr. Citizen Activities	\$1,542- 1,963	General

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

Staff to proceed

APPROVED AGENDA ITEM

AGENDA DOCUMENTATION

Date: February 12, 1985

0073

TO: The City Council

FROM:

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

PURPOSE/BACKGROUND

Of the 1,635 positions in the City's 1984-85 Fiscal Budget, 17.4% (285 positions) are currently vacant.

The staff is recommending the filling of ten (10) critical positions at this time.

The chart below gives you a summary of our current staffing, as well as showing the ten (10) requests to fill positions.

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	<u>AUTHORIZED POSITIONS</u>	<u>NUMBER FILLED</u>	<u>NUMBER VACANT</u>	<u>FILL EXISTING VACANCIES</u>	<u>FILL NEW POSITIONS</u>	<u>TOTAL REQUESTED</u>
Appointive	159	147	12	3	0	3
Classified	1157	1108	49	7	0	7
Contract	17	12	5	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>293</u>	<u>74</u>	<u>219</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1635	1350	285	10	0	10

FISCAL IMPACT

Eight of the vacant and budgeted positions shown above are included in the City's current budget, with funding for the two positions in the Department of Economic & Urban Development to come from the Downtown Development Fund. There are no additional non-budgeted expenses associated with these positions.

The total dollar savings realized through vacancies thus far in fiscal year 1984-'85 is \$652,529. 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 \$1,079,059.

RECOMMENDATION

Staff recommends the filling of ten (10) positions indicated above.

RECOMMENDED


Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV. (c)

0074

FEBRUARY 20, 1985

Page 16

AGENDA*City of Las Vegas*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 Items *A, *B and *C are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Council member or citizen so requests.

PURCHASING & CONTRACTS***A. AWARD OF BIDS**

1. Street Rehabilitation Projects - Phase I
Department of Public Services

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

1. Expendable Building Materials
Department of Parks, Recreation & Senior Citizens Activities
2. Tree Trimming Services
Department of Parks, Recreation & Senior Citizens Activities

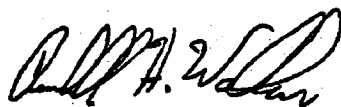
***C. PURCHASE ORDER APPROVAL**

1. Data Processing Equipment
Departments of Finance & Computer Services
and General Services
2. Communications Equipment
Department of General Services

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

Staff to proceed

APPROVED AGENDA ITEM



1025

AGENDA DOCUMENTATION

Date: FEBRUARY 8, 1985

0075

TO:

The City Council

FROM:

RANDALL H. WALKER
DEPUTY CITY MANAGER

SUBJECT:

AGENDA - CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A... AWARD OF BIDS

1. <u>BID TITLE:</u>	1985 STREET REHABILITATION PROJECTS - PHASE I	<u>BID NUMBER:</u>	85.1764.1
<u>ITEM:</u>	CAPITAL OUTLAY	<u>ESTIMATE:</u>	\$360,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	29
<u>FUNDING:</u>	REVENUE SHARING	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO BEGIN RESURFACING OF SELECTED STREETS IN THE CITY OF LAS VEGAS THAT HAVE DETERIORATED BEYOND ACCEPTABLE LIMITS FOR THE SAFETY OF THE TRAVELING PUBLIC.

BID ABSTRACT SUMMARY

			<u>BID GROUP IA</u>
LAS VEGAS PAVING CORP.	LAS VEGAS	NV	\$336,802.50
WELLS CARGO, INC.	LAS VEGAS	NV	\$424,243.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

LAS VEGAS PAVING CORP.	LAS VEGAS	NV	\$336,802.50

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE FROM REVENUE SHARING.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: FEBRUARY 8, 1985

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

0076

SUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. <u>BID TITLE:</u>	SILT AND PLASTER SAND	<u>BID NUMBER:</u>	85.9997.7
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$14.00 UNIT PRICE \$11,500.00 ANNUALY
<u>DEPARTMENT:</u>	PARKS, RECREATION AND SENIOR CITIZENS ACTIVITIES	<u>INVITATIONS MAILED:</u>	14
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPAIR DAMAGED LAWN AREAS IN CITY OF LAS VEGAS
PARKS TO PROVIDE A CUSHIONED SURFACE AROUND PLAYGROUND EQUIPMENT.

BID ABSTRACT SUMMARY

LAS VEGAS SAND AND GRAVEL	LAS VEGAS	NV	\$14.30 UNIT PRICE
GORNOWICH SAND AND GRAVEL	LAS VEGAS	NV	\$16.50 UNIT PRICE

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

LAS VEGAS SAND AND GRAVEL	LAS VEGAS	NV	\$14.30 UNIT PRICE (\$11,500.00 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.

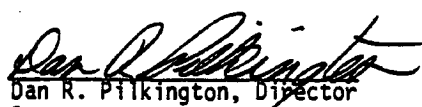
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 85-86. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: FEBRUARY 8, 1985

TO:
The City CouncilFROM:
RANDALL H. WALKER
DEPUTY CITY MANAGER

0077

SUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND***8. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS**

2. <u>BID TITLE:</u>	TREE TRIMMING, HIGH RISE	<u>BID NUMBER:</u>	85.9997.8
<u>ITEM:</u>	SERVICES	<u>ESTIMATE:</u>	\$92.00 UNIT PRICE \$35,000.00 ANNUALLY
<u>DEPARTMENT:</u>	PARKS, RECREATION AND SENIOR CITIZENS ACTIVITIES	<u>INVITATIONS MAILED:</u>	13
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PRUNE AND TRIM TREES ABOVE TWENTY (20) FEET HIGH WHICH HINDER LINE OF SIGHT AT TRAFFIC SIGNALS OR OTHER INFORMATIONAL DEVICES OR WHICH MAY PRESENT A HAZARDOUS SITUATION IF NOT PRUNED OR TRIMMED.

BID ABSTRACT SUMMARY

DAVEY TREE SURGERY CO.	LAS VEGAS	NV	\$91.00 UNIT PRICE
GUSKI ENTERPRISE	LAS VEGAS	NV	\$94.58 UNIT PRICE

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

DAVEY TREE SURGERY CO.	LAS VEGAS	NV	\$91.00 UNIT PRICE \$30,000.00 ANNUALLY

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 85-86. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B .PAGE 2
IV (f)

AGENDA DOCUMENTATION

Date: FEBRUARY 8, 1985

TO:
The City CouncilFROM:
RANDALL H. WALKER
DEPUTY CITY MANAGER

0078

SUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	CAPITAL EQUIPMENT	<u>PURCHASE REQUEST:</u>	1240-2942 AND 1042-687
<u>DESCRIPTION:</u>	TWO (2) IBM PERSONAL COMPUTERS	<u>FUNDING:</u>	GENERAL FUND
<u>DEPARTMENT:</u>	FINANCE AND COMPUTER SERVICES AND GENERAL SERVICES	<u>ESTIMATE:</u>	\$10,950.00

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO RUN SPECIALIZED BUDGET AND ACCOUNTING PACKAGES FOR THE DEPARTMENT OF FINANCE AND COMPUTER SERVICES AND TO RUN SPECIALIZED SCHEDULING AND INVENTORY PROGRAMS FOR THE MAINTENANCE DIVISION.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

COMPUTERLAND OF LAS VEGAS	LAS VEGAS	NV	\$10,465.00

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 ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: FEBRUARY 8, 1985

TO:
The City CouncilFROM:
RANDALL H. WALKER
DEPUTY CITY MANAGER

0079

SUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

2. <u>ITEM:</u>	CAPITAL	<u>PURCHASE REQUEST:</u>	3351-0091
<u>DESCRIPTION:</u>	COMMUNICATIONS EQUIPMENT	<u>FUNDING:</u>	UMPTA GRANT NO. NV-5-0013
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>ESTIMATE:</u>	\$23,000.00

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE FOR THE ACQUISITION OF TWO-WAY MOBILE COMMUNICATIONS EQUIPMENT FOR THE PUBLIC TRANSPORTATION BUSES. THE FEDERAL GOVERNMENT HAS PROVIDED A GRANT FOR THIS PURCHASE UNDER THE MASS TRANSPORTATION ACT OF 1964 AS AMENDED.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

MOTOROLA COMMUNICATIONS AND ELECTRONICS, IN. LAS VEGAS NV \$19,456.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE FROM A UMPTA GRANT, NO. NV-5-0013.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 2
IV (f)

AGENDA*City of Las Vegas*

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

Page 17

0080

ITEM

Council Action

Department Action

IV. (g). DEPARTMENT OF PUBLIC SERVICES

DONALD E. DONOVAN, DIRECTOR

A. REPORTS/ACTION

1. Amendment to Nevada Department
of Transportation/City of
Las Vegas Fremont Street & Bruce

Levy -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

2. Approval of Sewer Oversize and
Extension Refunding Agreement -
Rainbow Meadows

STRICKEN FROM AGENDA
AT REQUEST OF STAFF.

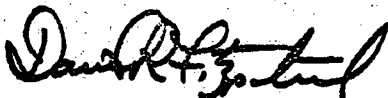
3. Selection of Signal Systems
Manager for the Las Vegas
Area Traffic Control System

Lurie -
APPROVED the
selection of Jim
Poston at a salary
of \$40,635
Unanimous
(Nolen excused)

Staff to proceed

Note: Councilman Levy made mention of
the fact of Mr. Donovan's leaving the
City and that he had enjoyed working
with him. City Manager Hall echoed
that sentiment.

APPROVED AGENDA ITEM



1025

1026

City of Las Vegas

COUNCIL MINUTES - FEBRUARY 20, 1985

AGENDA DOCUMENTATION

Date: February 6, 1985

TO: The City Council

FROM: DANIEL R. FITZPATRICK
Deputy City Manager

SUBJECT: AMENDMENT TO NEVADA DEPARTMENT OF TRANSPORTATION/CITY OF LAS VEGAS
FREMONT STREET & BRUCE

0081

PURPOSE/BACKGROUND

The City Council previously approved an Agreement with the Nevada Department of Transportation (NDOT) for use of Highway Safety Funds for upgrading certain signal installations at intersections that are experiencing incidences of high accidents.

A detailed investigation during the Design Phase determined that no modifications to the Signal System would be effective to correct the situation at the subject intersection. The attached Agreement amends the original Agreement by deleting the intersection from the List.

The City Attorney has reviewed the attached Agreement and approves it as to form.

FISCAL IMPACT

None.

RECOMMENDATIONS

It is the recommendation of the Director of Public Services that the attached Amendment be approved.


DONALD E. DONOVAN
Director of Public Services

Agenda Item 2/20/85

IV.(g) A. 1

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

AMENDMENT TO INTEGRATED COOPERATIVE AGREEMENT

NDOT AGREEMENT NO. P182-84-012

THIS AMENDMENT, made and entered into this 12th day of March, 1985 by
and between STATE and CITY, under the terms of Agreement No. P182-84-012,
"STATE AND CITY MUTUALLY AGREE:", paragraph No. 6 which states:

0082

"6. This agreement can be amended or modified by letter signed by duly
authorized representatives of both STATE and CITY and shall become a part of
this agreement."

NOW, THEREFORE the parties hereto wish to modify said agreement by deleting
the intersection of Fremont Street with Bruce Street from the list of
intersections on page one, second paragraph under "WITNESSETH:", which
shall now read:

"WHEREAS, STATE proposes to modify traffic signal systems at the
intersections of Las Vegas Boulevard with Bonneville Avenue, Bridger
Avenue, Carson Avenue, and Fremont Street with Ogden Avenue, and"

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

CITY OF LAS VEGAS

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

William H. Briare
Mayor William H. Briare

Donald W. Hie
Asst. Director

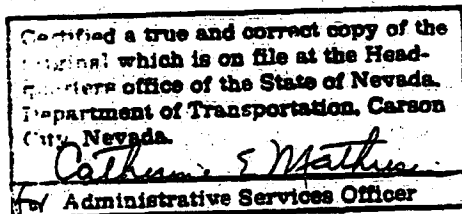
ATTEST:

ATTEST:

Carol A. Hawley
City Clerk

Catharine S. Mathison
for Administrative Officer

Approved:



Ed Phillips
Chief Traffic Engineer

Approved:

Reviewed [Signature]
Admin. Services 1/22/85

Eugene F. Wright
District Engineer

Approved as to Legality and Form:

William W. Raymond
Deputy Attorney General
Assistant Chief Counsel

INTEGRATED COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September, 1984, by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as STATE, and the CITY OF LAS VEGAS, a body politic of the State of Nevada, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of NRS 277.180, STATE and CITY are authorized to enter into agreements for the performance of any governmental service which either STATE or CITY is authorized to perform and which includes, but is not limited to, the construction, maintenance and repair of street lighting and traffic signal systems; and

WHEREAS, STATE proposes to modify traffic signal systems at the intersections of Las Vegas Boulevard with Bonneville Avenue, Bridger Avenue, Carson Avenue, Freemont Street and Ogden Avenue, and Freemont Street with Bruce Street; and

WHEREAS, construction of said systems will greatly minimize and mitigate danger to pedestrian and vehicular traffic; and

WHEREAS, construction of said systems will be of great benefit to the citizens of CITY, STATE, and to the traveling public in general.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the parties hereto agree as follows:

STATE AGREES:

1. To provide expertise in the area of federal laws, regulations and directives relating to the Federal Highway Administration to administer this program.

2. To review the plans and estimates, prepare the specifications and authorize the CITY to proceed with the construction of the project.

3. TO reimburse the CITY one hundred percent (100%) of the actual costs incurred by CITY in furnishing materials and performing the work as specified in the plans. Partial payments will be made once each month as the work satisfactorily progresses. The payments shall be based upon materials in place, or on the project and invoiced, and labor expended thereon. No payment shall be made when, in the judgment of the STATE, the work is not in accordance with the plans and/or specifications of the project.

4. To participate in the cost of replacement of equipment necessary for major repairs to the said signal systems provided the cost of said repair exceeds \$1,000.00 and is unrecoverable by insurance or other means. The participation to be one hundred percent (100%) of the cost of major equipment items replaced, said major equipment items to be limited to controller, poles, mast arms and signal heads.

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CITY AGREES:

1. To provide preliminary engineering, preliminary plans and estimates to STATE without cost to STATE.

2. Upon being notified in writing by STATE that Federal funds are available to carry out STATE's obligation to accomplish construction utilizing CITY forces on a Force Account basis (actual costs) under the following stipulation:

(a) Certify to the STATE that they are adequately staffed and have at least seventy percent (70%) of the construction equipment necessary to undertake and satisfactorily complete the work.

3. All work contemplated by this agreement shall conform to STATE standard specifications, standard plans for Road and Bridge Construction, Design Manual and the Manual on Uniform Traffic Control Devices for Streets and Highways.

4. The CITY will not commence work on any project until all applicable procedures have been completed, and written authorization or Notice to Proceed has been sent by the STATE to the CITY.

5. To operate, maintain and provide energy for said traffic signal systems in a manner satisfactory to STATE without cost to STATE except as set forth in Paragraph 4 of "STATE AGREES" on page 2 of this Agreement, after completion of the construction of said traffic signal system.

6. It is further understood that the CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or non-actions of its employees, servants or agents resulting from the execution of this Agreement.

7. To abide by all of the E.E.O. provisions, more specifically, Parts II and III of Form PR-1273 attached hereto and made a part hereof.

STATE AND CITY MUTUALLY AGREE:

1. All work contemplated by this agreement shall be done in good workmanlike manner and to the satisfaction of all parties hereto and completed as scheduled in the plans and specifications.

2. All plans and specifications, and any supplements thereto, are hereby incorporated herein and made a part hereof by reference.

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Any preliminary engineering costs incurred by the CITY will be on a non-participating basis.

3. Work accomplished under this Agreement is subject to inspection both during and after construction by the STATE and Federal Highway Administration. The STATE will certify the project to the Federal Highway Administration upon satisfactory completion and acceptance by the STATE of the project.

4. The accounts and records pertaining to the project(s) shall be subject to inspection and available for audit by representatives of the STATE and of the Federal Highway Administration for a period of three (3) years after the final payment.

5. This agreement is nul and void should Federal Funds be unavailable to carry out STATE's obligation.

6. This agreement can be amended or modified by letter signed by duly authorized representatives of both STATE and CITY and shall become a part of this agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and shall become effective upon execution.

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

CITY OF LAS VEGAS

Th R
Mayor Pro-Tem - Ron Lurie

ATTEST:

Carl A. Hawley
City Clerk

8-20-84

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

Donald W. Hill
Asst. Director

ATTEST:

He L
Administrative Services Officer

Recommended:

Ed Phillips
Chief Traffic Engineer

Recommended:

Edgar E. Wright
District Engineer

Approved as to Legality and Form:

William M. Hammond
Deputy Attorney General
Asst. Chief Counsel

Reviewed
Admin. Services 7/3/84

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Original which is in the Headquarters office of the Nevada Department of Transportation, Carson City, Nevada.
Arthur E. Matheson
 Key Administrative Services Officer

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Contract Provisions and also a clause requiring his subcontractors to include these Required Contract Provisions in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be grounds for termination of the contract.

4. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR 5.6(b):

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2.3, 5 and 7;
- Section V, paragraphs 1, 3a, 5b, and 5d

II. EQUAL OPPORTUNITY

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractor's commitments under this section II-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended

Certified a true and correct copy of the original which is on file at the headquarters office of the State of Nevada, Department of Transportation, Carson City, Nevada.

Arthur E. Mathias
 Administrative Services Officer

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from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions:** The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. NONSEGREGATED FACILITIES

(Applicable to Federal-aid construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, or material supplier, as appropriate, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any

segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He agrees that (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. General

All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

2. Classification:

a. The State highway department contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the State highway department contracting officer to the Secretary of Labor.

b. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the State highway department contracting officer shall be referred to the Secretary for final determination.

3. Payment of Fringe Benefits:

a. The State highway department contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

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o. plan which is on file at the Federal
 Highway Office of the State of Nevada,
 Department of Transportation, Salt
 Lake City, Nevada.

Catherine S. Matthews
 City Administrative Services Officer

b. If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: *Provided, however,* the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Payment of Excess Wages:

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

5. Apprentices and Trainees (Programs of Department of Labor):

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in 29 CFR 52(c)(2) or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the State highway agency or to a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. Trainees, except as provided in 29 CFR 5.15, will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the State highway agency or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted

to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. The utilization of apprentices, trainees and journeymen shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. Apprentices and Trainees (Programs of Department of Transportation):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting equal employment opportunity in connection with Federal-aid highway construction programs are not subject to the requirements of Section IV, paragraph 5 above. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular program.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

8. Violation: Liability for unpaid wages; liquidated damages:

In the event of any violation of the clause set forth in paragraph 7, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for unpaid wages:

The State highway department contracting officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers, mechanics (including apprentices and trainees) watchmen, or guards employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer, mechanic, (including apprentices and trainees) watchman or guard employed or working on the site of the work, all or part of the wages required by the contract, the State highway department contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10. Withholding for liquidated damages:

The State highway department contracting officer may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph 8.

Certified a true and correct copy of the original which is on file at the headquarters office of the State of Nevada, Department of Transportation, Carson City, Nevada.

Catherine E. Matheson
Administrative Services Officer

V. STATEMENTS AND PAYROLLS

1. Compliance with Copeland Regulation (29 CFR, Part 3):

The contractor shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

2. Weekly statement:

Each contractor or subcontractor shall furnish each week a statement to the State highway department resident engineer with respect to the wages paid each of its employees, (including apprentices and trainees described in Section IV, paragraphs 5 and 6, and watchmen and guards) engaged on work covered by the Copeland Regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on U.S. Department of Labor Form WH-348, or the same certification appearing on the reverse of Optional U.S. Department of Labor Form WH-347, or on any form with identical wording.

2. Final labor summary:

The contractor and each subcontractor shall furnish, upon the completion of the contract, a summary of all employment, indicating, for the completed project, the total hours worked and the total amount earned. This data shall be submitted to the State highway department resident engineer on Form PR-47 together with the data required in Section VI, hereof, relative to materials and supplies. The provisions of this paragraph are not applicable to contracts for secondary highways or contracts financed solely with funds provided by the Highway Beautification Act of 1965, as amended.

4. Final certificate:

Upon completion of the contract, the contractor shall submit to the State highway department contracting officer, for transmission to the Federal Highway Administration with the voucher for final payment for any work performed under the contract, a certificate concerning wages and classifications for laborers, mechanics, watchmen and guards employed on the project, in the following form:

The undersigned, contractor on

(Project No.)

hereby certifies that all laborers, mechanics, apprentices, trainees, watchmen and guards employed by him or by any subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and title

5. Payrolls and payroll records:

a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers, mechanics, apprentices, trainees, watchmen and guards working at the site of the work.

b. The payroll records shall contain the name, social security number and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act,

the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits.

c. The payrolls shall contain the following information:

(1) The employee's full name, address and social security number. (The employee's full name and social security number need only appear on the first payroll on which his name appears. The employee's address need only be shown on the first submitted payroll on which the employee's name appears, unless a change of address necessitates a submittal to reflect the new address.)

(2) The employee's classification.

(3) Entries indicating the employee's basic hourly wage rate and, where applicable, the overtime hourly wage rate. The payroll should indicate separately the amounts of employee and employer contributions to fringe benefit funds and/or programs. Any fringe benefits paid to the employee in cash must be indicated. There is no prescribed or mandatory form for showing the above information on payrolls.

(4) The employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).

(5) The itemized deductions made and

(6) The net wages paid.

d. The contractor will submit weekly a copy of all payrolls to the State highway department resident engineer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of a weekly statement which is required under this contract by Section V, paragraph 2, and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor pursuant to Section IV, paragraph 3b, shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the State highway department, the Federal Highway Administration and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

e. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

f. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

g. No laborer shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

h. Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

i. No charge shall be made for any transportation furnished by the contractor, or his agents, to any person employed on the work.

Department of Transportation
City, Nevada.
Catherine E. Matheson
Administrative Services Officer

1. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from individuals.

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR

1. The provisions in this section are applicable to all contracts except contracts for secondary highways and contracts financed solely with funds provided by the Highway Beautification Act of 1965, as amended.

2. The contractor shall maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form PR-47 and in the units shown. Upon completion of the contract, this record, together with the final labor summary required in Section V, paragraph 3, hereof, shall be transmitted to the State highway department resident engineer for the project on Form PR-47 in accordance with instructions attached thereto, which will be furnished for this purpose upon request. The quantities for the listed items shall be reported separately for roadway and for structures over 20 feet long as measured along the centerline of the roadway.

3. The contractor shall become familiar with the list of specific materials and supplies contained in Form PR-47 prior to the commencement of work under this contract. Any additional materials information required will be solicited through revisions of Form PR-47 with attendant explanations.

4. Where subcontractors are involved the contractor shall submit either a single report covering work both by himself and all his subcontractors, or he may submit separate reports for himself and for each of his subcontractors.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the State as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the contractor with his own organization.

a. "His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owner or rented by him, with or without operators.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. In addition to the 50 percent requirement set forth in paragraph 1 above, the contractor shall furnish (a) a competent superintendent or foreman who is employed by him, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his own organizational capability and responsibility (supervision, management, and engineering services) as the State highway department contracting officer determines is necessary to assure the performance of the contract.

3. The contract amount upon which the 50 percent requirement set forth in paragraph 1 is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

4. Any items that have been selected as "Specialty Item" for the contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the contract documents.

5. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the State highway

department contracting officer, or his authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

VIII. SAFETY; ACCIDENT PREVENTION

In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, or as the State highway department contracting officer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time), promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project in one or more places where it is readily available to all personnel concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

Title 18, United States Code, Section 1020, reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation: or

"Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation: or

"Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or

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report submitted pursuant to provisions of the Federal-Aid Road Act approved July 1, 1916 (39 Stat. 353), as amended and supplemented:

"Shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (APPLICABLE TO CONTRACTS AND SUBCONTRACTS WHICH EXCEED \$100,000)

1. The contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not

listed, on the date of contract award, on the U.S. Environmental Protection Agency, (EPA) List of Violating Facilities Pursuant to 40 C.F.R. 15.20.

2. The contractor agrees to comply with all the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. The contractor shall promptly notify the State highway department of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. The contractor agrees to include or cause to be included the requirements of subparagraphs 1 through 4 of this paragraph X in every nonexempt subcontract, and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

Certified a true and correct copy of the original which is on file in the Headquarters office of the State of Nevada, Department of Transportation, Carson City, Nevada.

William E. Matheson
City Administrative Services Officer

AGENDA DOCUMENTATION

Date: February 15, 1985

TO:

The City Council

FROM:

DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT:

SELECTION OF SIGNAL SYSTEM MANAGER
FOR THE LAS VEGAS AREA TRAFFIC CONTROL SYSTEM

PURPOSE/BACKGROUND

Pursuant to the Las Vegas Area Traffic Control System Agreement, approved January 21, 1981, by the City of Las Vegas, the City of North Las Vegas, the County of Clark, the Clark County Regional Transportation Commission and the State of Nevada, the City of Las Vegas is designated the Central Operator for the Las Vegas Area Traffic Control System.

Section IV C of the Agreement provides for an Operations Committee composed of representatives from the parties to the Agreement, with Section IV C (4)(K) providing that the Operations Committee will make a recommendation, for subsequent City approval, to hire a Signal Systems Manager.

At the February 11, 1985, meeting of the Operations Committee, the Committee recommended that Jim Poston, currently the Transportation Engineer for the City of Kent, Washington, be offered the position of Signal Systems Manager at a salary of \$40,635.

Pursuant to the Agreement, the Signal Systems Manager is a City employee. In addition, the Manager reports to the Operations Committee. Attached hereto is the Employment Agreement between the City and the Signal Systems Manager which sets forth this aforementioned relationship. This Employment Agreement was approved by the Operations Committee at its January 24, 1985, meeting, with a recommendation that it be submitted to the City Council for approval (Minutes attached).

FISCAL IMPACT

This position is in the budget of the Area Traffic Control System. Salary cost to the City for the remainder of this fiscal year is \$8,411. This figure represents that portion of the salary for which the City is responsible, pursuant to the Las Vegas Area Traffic Control System Agreement.

RECOMMENDATION

Staff recommends approval of the Operations Committee recommendation to hire Jim Poston as Signal Systems Manager at a salary of \$40,635. Staff further recommends approval of the Employment Agreement between the City of Las Vegas and Jim Poston for the performance of professional services as a Signal Systems Manager for the Las Vegas Traffic Control System.

Agenda Item

IV.(g)A.3.

1 EMPLOYMENT AGREEMENT
2 SIGNAL SYSTEMS MANAGER

3 This Agreement, made and entered into this 20th day of
4 February, 1985, but effective on the 13 day of March, 1985, by
5 and between the CITY OF LAS VEGAS, a municipal corporation of the
6 State of Nevada (hereinafter referred to as "CITY"), and
7 JIM POSTON, private citizen (hereinafter referred to
8 as "MANAGER"), for the performance of professional services as a
9 Signal Systems Manager for the Las Vegas Area Traffic Control
10 System.

11 SECTION 1: DUTIES

12 The duties of MANAGER shall include: Advising the
13 Operations Committee as to the problems of, and needed changes
14 in, the operations strategies of the system and as to any other
15 matters pertinent to the operation of the system; becoming famil-
16 iar with all facets of the Traffic Control System installation
17 for informational purposes and for possible future recall; super-
18 vising all personnel employed in connection with the operation
19 and maintenance of the Traffic Control Center; supervising the
20 maintenance of all equipment located at the Traffic Control
21 Center; implementing change in operational strategy as approved
22 by the Operations Committee; collecting and logging system eval-
23 uation data and information; supervising the implementation of
24 traffic signal timing plans; preparing monthly expenditure
25 reports for review by the Operations Committee; and assuming the
26 responsibilities of all public relations with respect to the
27 operation and maintenance of the Traffic Control System.

28 SECTION 2: EMPLOYMENT STATUS

29 MANAGER shall be deemed an employee of CITY in CITY's
30 capacity as the Central Operator pursuant to the Las Vegas Area
31 Traffic Control System Agreement. MANAGER shall report to the
32 Operations Committee established pursuant to said Agreement.

1 MANAGER serves at the pleasure of CITY and may be terminated,
2 with or without cause, by CITY subject only to CITY considering
3 the recommendations of the Operations Committee. MANAGER shall
4 be subject to all of the personnel rules, regulations and proce-
5 dures of CITY as may be from time to time amended that are appli-
6 cable to appointive employees of CITY, unless provided otherwise
7 in this Agreement. MANAGER likewise shall be eligible to receive
8 all benefits available to appointive employees of CITY. The
9 Operations Committee may review and make recommendations to CITY
10 with respect to any and all proposed personnel actions taken with
11 respect to MANAGER.

12 SECTION 3: COMPENSATION

13 MANAGER's compensation shall be determined following the
14 recommendation of the Operations Committee and approval by CITY
15 in its capacity as Central Operator. MANAGER will be paid bi-
16 weekly in the same manner as appointive employees of CITY.

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

19
20 CITY OF LAS VEGAS

21 William H. Briare
22 WILLIAM H. BRIARE, Mayor

Jim Poston
Signal Systems Manager

23
24 ATTEST:

25
26 Carol Ann Hawley
27 CAROL ANN HAWLEY, City Clerk

OPERATIONS MANAGEMENT COMMITTEE

SPECIAL MEETING

January 24, 1985

MEMBERS PRESENT:

Gene Donovan	City of Las Vegas, Director of Public Works
Gary Johnson	Regional Transportation Commission
Bob Jackson	City of North Las Vegas, Traffic Engineer
Kurt Weinrich	Clark County, Department of Public Works
Gene Weight	State of Nevada, Department of Transportation

INTERESTED PERSONS:

Marsha Hudgins	City of Las Vegas, Personnel Department
George Dammier	City of Las Vegas, Traffic Engineer
James Duddleston	PAWA Incorporated of Nevada

Mr. Donovan called the meeting to order at 9:03 A.M.

Ms. Hudgins presented copies of the Employment Agreement drafted by the Las Vegas City Attorney's office for the position of System Manager. The agreement states that the System Manager will be an appointed employee of the City of Las Vegas entitled to all City employee benefits, but he will receive direction from the Operations Management Committee (OMC) in relation to his duties as manager for the Las Vegas ACTS. Mr. Weinrich made a motion to approve the Employment Agreement as written and to submit it to the City Council with a recommendation for their approval. The motion passed. Ms. Hudgins requested that a copy of the minutes of this meeting be sent to her as documentation of the action taken by the OMC.

Mr. Dammier questioned the OMC on the funding of travel expenses for the candidates to be interviewed because current policy of the City of Las Vegas does not allow for that funding. It was recommended that the OMC pay for transportation expenses incurred by the candidates, a total amount which was estimated not to exceed \$1200. Because the System Manager will not be hired according to the original schedule, the existing budget for the Las Vegas ACTS can cover that expense without supplement. The possible payment of moving expenses will be negotiated after a selection has been made and approved. Mr. Donovan will speak with the City Manager to obtain approval of this recommendation, and report back to Ms. Hudgins.

Mr. Dammier reported that the Screening Committee has chosen four possible candidates and one alternate; however, the candidates have not been ranked in any order of preference. Ms. Hudgins will contact the candidates by telephone on Friday, January 25, 1985, and arrange for interviews. If one of the four candidates is no longer interested in the position, Ms. Hudgins will contact the first alternate. Mr. Weinrich made a motion to appoint a Selection Committee consisting of Mr. Donovan, Mr. Bowman, Mr. Holler, Mr. Duddleston, Mr. Dammier and an unnamed state representative. He also moved for the Selection Committee to conduct interviews at a Special Meeting on February 8, 1985, beginning at 8:00 A.M., at the TMC. If necessary, the interviews will be extended into the afternoon of February 8, 1985. The motion passed. Mr. Duddleston offered to show and explain the Las Vegas ACTS to each candidate on the afternoon of February 7, 1985. Ms. Hudgins will arrange for each candidate to have one hour at the TMC if they so desire. A representative

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

OPERATIONS MANAGEMENT COMMITTEE

January 24, 1985

Page 2

0096

from the City of Las Vegas Personnel Department will be present at the interviews, but will not act as a member of the Selection Committee. Ms. Hudgins and Mr. Duddleston will meet to discuss the interview format and to prepare a list of questions for use by the Selection Committee.

The selected candidate will be recommended for appointment at the February 20, 1985, Las Vegas City Council meeting. After approval of the appointment, the candidate will have until March 18, 1985, to report for work in Las Vegas.

The hiring of the two technicians for the TMC, which is scheduled to occur in mid-June, was briefly discussed, and it was recommended that the two technicians be hired soon after the System Manager is on board to provide a longer training period.

This meeting was adjourned at 10:15 A.M.

lil

Donald E. Donovan

Date

AGENDA*City of Las Vegas*

February 20, 1985

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

ITEM

Council Action

Department Action

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

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

*A. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed

From: Steven S. Miller, Inc.
To: City of Las Vegas
For: A portion of the NE-1/4,
of the NW-1/4, of Sec.
27, T20S, R60E, M.D.M.,
for right of way on
Vegas Drive for Vegas-
Tenaya Sewer Intercep-
tor (2/4/85)

2. Grant Deed

From: Robert L. Nolen and
Linda C. Nolen, hus-
band and wife as joint
tenants
To: City of Las Vegas
For: A portion of Block 20
of Wardie Addition for
a radius corner at the
intersection of 10th
Street and Garces
Avenue (1/16/85)

Lurie -
APPROVED Items 1 and
2.
Unanimous
(Nolen excused)

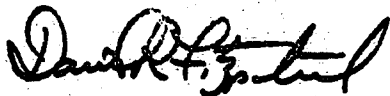
Staff to proceed

B. APPROVAL OF TRAFFIC AND PARKING ITEMS

Traffic and Parking Commission recommends approval of the following items:

1. Request for a right turn lane on Rancho Road and Alta Drive.

APPROVED AGENDA ITEM



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

Staff to proceed

1029

1030

City of Las Vegas

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

0098

AGENDA DOCUMENTATION

Date: February 11, 1985

TO:
The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: REQUEST FOR A RIGHT TURN LANE ON RANCHO ROAD AND ALTA DRIVE.

PURPOSE/BACKGROUND

A request has been received by Mr. Clyde O. Spitze of VTN Nevada, representing the Quail Park V development for a right turn lane on the southeast corner of Rancho Road and Alta Drive.

The proposed right turn lane would be beneficial to the operation of the intersection. The proposed length is adequate for the existing 35 mph speed limit on Rancho Drive.

FISCAL IMPACT

None. The developer would pay all associated expenses.

RECOMMENDATIONS

The Traffic and Parking Commission recommend that the proposed right turn lane on Rancho Drive at Alta Drive be constructed and that a yield sign be placed where this right turn lane enters Alta Drive.


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

Agenda Item 2/20/85

IV (h). B. 1.

0099



nevada

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

January 18, 1985

City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Attention: Mr. John Bartels
Traffic Engineer

Dear John:

Per our discussion earlier this week I am attaching two copies of the Site Plan for Quail Park V.

I have shown the intersection stationing for Rancho, Alta, and Pinto as a reference to the location of the proposed driveway on Pinto and Rancho. Also I have a preliminary design for the right turn lane and Island at Rancho and Alta. Please note that the island location will not require the relocation of the existing traffic light.

Should you have a question on the plan, please call me. I would like this to be placed before the Traffic Commission for their review as you suggested.

Very truly yours,

VTN NEVADA

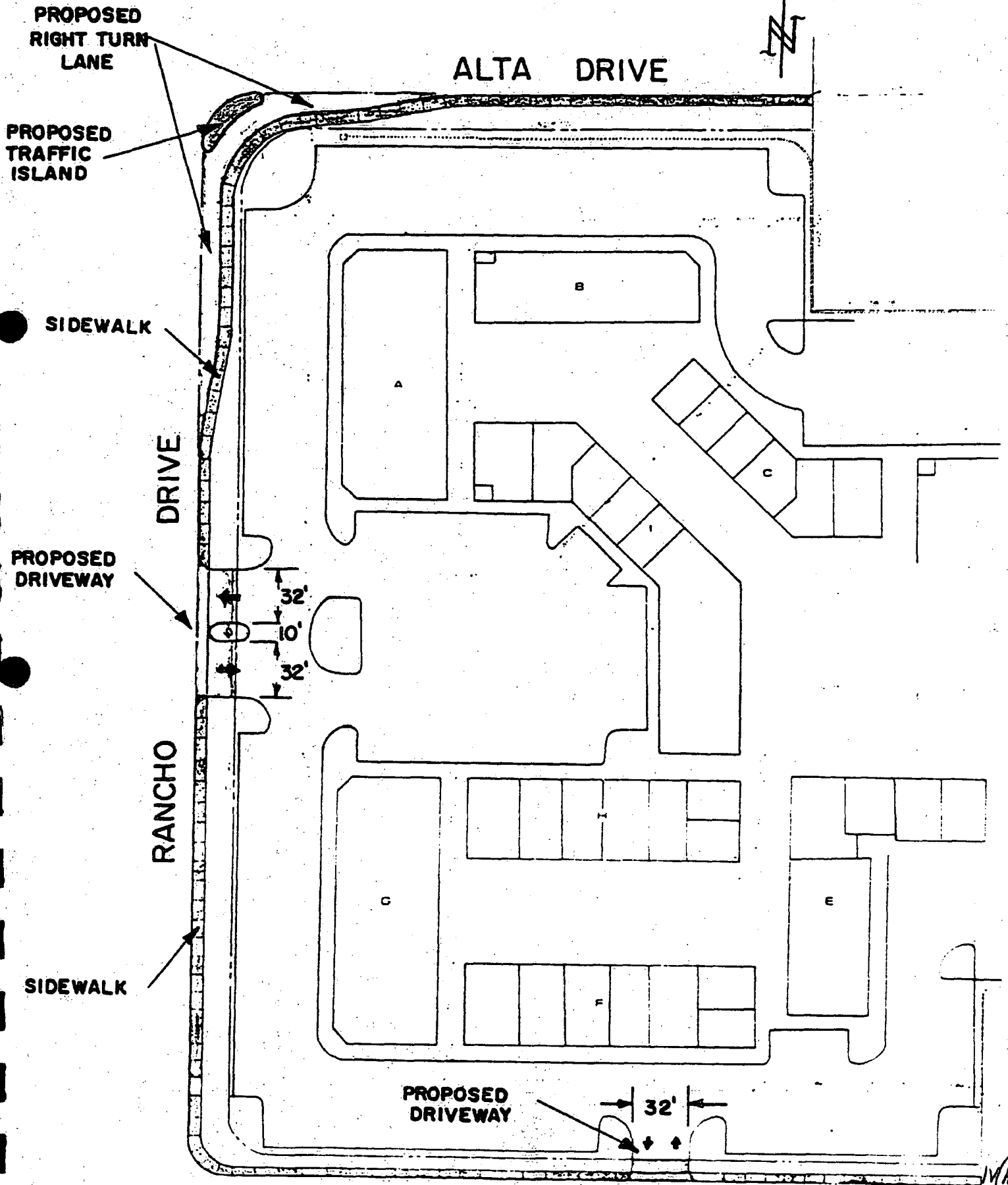
A handwritten signature in dark ink, appearing to read 'Clyde O. Spitze', written over the typed name.

CLYDE O. SPITZE
Project Manager

/sp

CITY COUNCIL MINUTES - FEBRUARY 20, 1985
NEW BUSINESS: ITEM 2
REQUEST BY V.T.N. FOR QUAIL PARK V FOR
DRIVEWAY VARIANCE AND RIGHT TURN LANE ON THE
EAST SIDE OF RANCHO DRIVE SOUTH OF ALTA DRIVE

0100



0101

AGENDA*City of Las Vegas*

February 20, 1985

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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. APPROVAL OF TRAFFIC AND PARKING ITEMS
(Continued)

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

2. Installation of a stop sign on
Birch Street at Bannies Lane.

Lurie -
APPROVED as recom-
mended,
Unanimous
(Nolen excused)

Staff to proceed

C. REPORTS/ACTION

1. Hiring of Consultant Survey Services.

Lurie -
APPROVED list of
11 firms to be con-
sidered at Director's
discretion when
needed.
Unanimous
(Nolen excused)

Staff to proceed

Carl Malone and
Tom Graham appeared
on Items 1 thru 4.
(Note: Verbatim
transcript made part
of Final Minutes.)

2. Nominal Drainage Projects.

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

Staff to proceed

3. Discussion and possible action re-
garding Change Order #5 of the con-
struction contract for the Central
Fire Station.

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

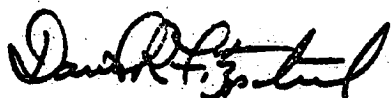
Staff to proceed

4. Discussion and possible action
authorizing execution of final
architectural/engineering contract for
the Downtown Transportation Center.

Lurie -
APPROVED as recom-
mended in the backup
material.
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM



Note: Lurie directed staff to send a
letter to property owners on Oakey
as to the completion date of the project,
resurfacing to be done, etc.

R E S O L U T I O N

0102

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 schedule pertaining to TITLE XI of the City Code be amended as follows:

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

Bannies Lane at Birch Street

PASSED, ADOPTED AND APPROVED THIS 20th day of February, 1985.


WILLIAM H. BRIARE, MAYOR


CAROL ANN HAWLEY, CITY CLERK

AGENDA DOCUMENTATION

Date: February 11, 1985

0103

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: INSTALLATION OF A STOP SIGN ON BIRCH STREET AT BANNIES LANE

PURPOSE/BACKGROUND

The intersection of Birch Street and Bannies Lane was studied to determine whether or not changes or additional traffic control is warranted. The intersection was studied by conducting traffic counts, reviewing past accident experience, and analyzing sight distance. This data was then compared to warrants established in the Manual on Uniform Traffic Control Devices, which the City of Las Vegas must follow according to Nevada Revised Statute 484.781.

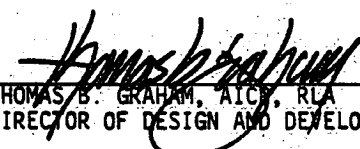
This intersection is an uncontrolled intersection in a residential area. The results of the intersection study indicated that stop signs are warranted to stop the Bannies Lane approaches to Birch Street.

FISCAL IMPACT

City of Las Vegas personnel will install the stop sign. Funds are available in the F.Y. 1984-1985 budget.

RECOMMENDATIONS

The Traffic and Parking Commission recommends that a stop sign be installed to control the Bannies Lane approaches to Birch Street and that the City Council authorize the Mayor to sign the Resolution. Staff concurs.


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

Agenda Item 2/20/85

IV (h) . . B. 2.

AGENDA DOCUMENTATION

Date: February 6, 1985

TO:

The City Council

FROM:

DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT:

HIRING OF CONSULTANT SURVEY SERVICES

PURPOSE/BACKGROUND

The Department of Design and Development previously contacted numerous consultant firms that were capable of providing survey services. All interested consultant firms furnished to the City proposals for the required services. The proposals were reviewed and, based on the consultant's manpower, equipment and availability, a priority list was established. Attached is a list giving each firm's capabilities for providing surveying services.

The City, at present and in the near future, will be responsible for providing survey services on numerous construction projects. Due to the large amount of survey services that will be required, it is recommended that three (3) consultant firms be hired, on an annual basis, from the following priority list to gain service support to the existing surveying staff.

1. V.T.N. of Nevada
2. G. C. Wallace, Consulting Engineers, Inc.
3. Alca Engineering and Surveying, Inc.
4. Kenneth J. Brown Associates
5. S.E.A. Consulting Engineers, Inc.
6. Baughman & Turner, Inc.
7. Associated Consulting Services, Inc.
8. Engineers and Surveyors, Inc.
9. Brenner & Associates, Inc.
10. Brechler, Rice and Associates, Inc.
11. Mundhir Eljumaily Associates

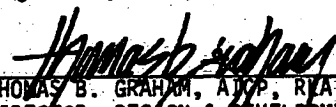
FISCAL IMPACT

\$300,000.00 - three firms at \$100,000 each annually.

Funds would be available through Regional Transportation Commission and Clark County funded projects.

RECOMMENDATIONS

It is recommended that the Council authorize the expenditure of \$300,000 to hire consulting firms at \$100,000 each. The three firms recommended are: V.T.N. of Nevada; G.C. Wallace, Consulting Engineers, Inc.; and Alca Engineering and Surveying, Inc.


THOMAS B. GRAHAM, AICP, RPA
DIRECTOR, DESIGN & DEVELOPMENT

Agenda Item 2/20/85

IV (h). C. 1

1. V.T.N. OF NEVADA: At present this firm is running the most survey crews of all the firms submitting proposals, enabling them to furnish multiple crews on a major project should the need arise; they have excellent equipment with the capability of performing high precision vertical and horizontal control surveys should we desire this type of work. They also have "Total Station" instrumentation enabling them to perform construction staking at a maximum rate with a minimum number of personnel. All of their party chiefs are registered, certified, or in the process of becoming registered or certified.
2. G. C. WALLACE, CONSULTING ENGINEERS, INC.: At present this firm is utilizing only two survey crews, but has the vehicles and equipment to expand to six (6) crews should the need arise. They have excellent equipment including "Total Station" instrumentation. Their party chiefs are either registered or certified.
3. ALCA ENGINEERING AND SURVEYING, INC.: At present this firm is utilizing two (2) survey crews, but is capable of expansion to four (4) crews. They have excellent equipment and their party chiefs are registered or certified. This firm has made some good suggestions in their proposal regarding setting up field books and handling of field notes which would facilitate the coordination required on a project.
4. KENNETH J. BROWN ASSOCIATES: This firm is utilizing two (2) survey crews with the capability of expanding to three (3) crews. They have excellent equipment including "Total Station" instrumentation. They also have a policy of using Registered Land Surveyors as a Chief of Party which would greatly reduce the work load placed on the C.L.V. survey office.
5. S.E.A., INC.: This firm has listed two (2) chief of parties, neither of which are registered or certified; however, their part work on City projects indicates they are both capable chief's of party. Their Survey Manager is not at the present time licensed to practice in Nevada. The equipment they propose to utilize is excellent and they have "Total Station" instrumentation.
6. BAUGHMAN & TURNER, INC.: This firm has listed two (2) chiefs of party, one of which is presently certified as a L.S.I.T. Their equipment list indicates they are capable of expanding to more crews if the need arises. They have a man on staff that was an employee of the City of Las Vegas for seventeen years, a portion of which time he was Chief of the Survey Section.
7. ASSOCIATED CONSULTING SERVICES, INC.: This firm is essentially a two (2) man operation and the additional personnel listed are presently employed elsewhere. Although we do not feel they presently have the capability of handling a major road project, they could handle sewer projects, which are essentially a one-time stakeout operation.
8. ENGINEERS AND SURVEYORS, INC.: Although this firm possesses excellent equipment and a capable survey crew, we do not feel that with the very substantial workload they presently have (The Lakes at West Sahara Subdivision, and The Bluffs, Units I, II and III) they would be capable of handling a major road project, but they could handle our sewer projects.
9. BRENNER & ASSOCIATES, INC.: This firm did not furnish an equipment list as required in the proposal request. Although our survey office is acquainted with their work, they could not judge the capability of handling our projects without this list.
10. BRECHLER, RICE AND ASSOCIATES, INC.: This firm has stated that their errors and omissions insurance would not apply unless their crews were working under the supervision of one of their principals. The R.L.S. they have listed in their personnel is registered in Nevada, but is listed as living out of state.
11. MUNDHIR ELJUMAILY ASSOCIATES: This firm does not have a surveyor registered in the State of Nevada on their staff. Our dealings with this firm have been in their engineering of projects, and our survey office is unfamiliar with their capabilities of construction staking or other types of surveys. They do list good equipment.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV(h)-C-1 -- DEPT. OF DESIGN/DEVELOPMENT - HIRING OF CONSULTANT SURVEY SVCS. Page 1

- MAYOR BRIARE: Reports/Action -- Hiring of Consultant Survey Services. Who's --
- COUNCILMAN LURIE: Mayor, I met with staff yesterday on this and had a lot of questions and my questions were are we spending this money with each consultant, and the staff informed me that this money is set aside and will only be used as their services are needed. So it's not money that we're paying out. It's like an annual contract that we'll have, and I agree with staff that we need this type of service available to us, because otherwise, we would have to hire additional people, buy additional equipment, and I think they've come up with a good program here, and I'D LIKE TO MOVE FOR APPROVAL.
- MAYOR BRIARE: Mr. Malone, I have a comment. In the backup material that you've submitted to us, do I understand that the top three as you've listed them, from Numbers 1 thru 11 -- the top three are the ones that you recommend and that during the course of a year then, is it right to conclude that any work that comes up would only go to those three?
- COUNCILMAN LEVY: No.
- MAYOR BRIARE: Well, that's what I need to find out, because it sounds to me like it is.
- COUNCILMAN LEVY: No, this is for our help. This isn't to do with streets or anything. Well, let him explain. Go ahead.
- MAYOR BRIARE: Well, "Consultant firms to be hired on an annual basis from the following priority list to support the existing surveying staff," and then the fiscal impact is three firms at \$100,000 each annually. Well, no, let me restate my question. At any time during the year, can you go to another company, or are we obliged to go to those three that are recommended here?
- CARL MALONE: If we terminated that consulting firm, we could go to another firm.
- MAYOR BRIARE: Well, I think, Mr. Malone, my point here that occurred to me just this morning, that during the course of a year when you need these services, why do you want to be tied down with only three? Is there anything wrong with --
- CARL MALONE: Hiring them all?
- MAYOR BRIARE: No -- well, you're not hiring them. You're going to be taking them on a job-by-job basis.

COUNCILMAN LEVY: You're not going to be giving each one of them a hundred thousand -- those first three a hundred thousand dollars for the year, or at the end, beginning of the year or end of the year. You're only going to be giving them money when you need them. Is that correct?

CARL MALONE: That is correct.

MAYOR BRIARE: So why do you want to tie yourself down? I'm only asking you as -- you know, you're the engineer. I would -- if I were to be the engineer, it would seem to me that I would like to have the Council approve the procedure and the rationale of why you want to do this, which we support.

COUNCILMAN LURIE: Weren't all of these firms consulted and interviewed?

CARL MALONE: Every one was consulted and interviewed.

COUNCILMAN LEVY: No, I mean, in other words, don't you really want the money set aside and then be able to call on anybody, is what the Mayor is asking?

CARL MALONE: Yes. That's what we really want. That's the concept.

COUNCILMAN LEVY: Your concept. That's what you really want. Not these three firms?

CARL MALONE: That's correct.

COUNCILMAN LURIE: So what you're saying then is that you can use anyone of the eleven and not just take the top three and use wherever the --

MAYOR BRIARE: Well, give him that discretion.

CARL MALONE: Yes, I'd like to have that discretion, but we recommended the top three as being the most versatile.

COUNCILMAN LURIE: Well, then, I'LL CHANGE THE MOTION TO ALLOW THESE ELEVEN FIRMS TO BE CONSIDERED WHEN THE JOBS ARE NECESSARY TO BE CONTRACTED WITH THESE INDIVIDUALS.

MAYOR BRIARE: It's giving you a little more leeway, Carl.

CARL MALONE: That does. I like it.

MAYOR BRIARE: Does that violate any engineering principles?

CARL MALONE: No, it doesn't.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV(h)-C-1 -- DEPT. OF DESIGN/DEVELOPMENT - HIRING OF CONSULTANT SURVEY SVCS. Page 3

COUNCILMAN LEVY: You know two or three of these firms might joint venture and get together and now they've got one larger firm that's bigger than any of them, and we haven't put them in in your pie.

COUNCILMAN LURIE: It is confusing.

MAYOR BRIARE: Well, here's a list of eleven companies that you can draw from. Now, let me ask you this. Are there any companies that would like to have been on that list but for one reason or another have been knocked off?

COUNCILMAN LEVY: Yes, I know of one.

CARL MALONE: All firms were solicited.

COUNCILMAN LEVY: What happened to Montgomery?

CARL MALONE: Montgomery doesn't have a survey service.

COUNCILMAN LEVY: Oh, this is strictly for survey.

MAYOR BRIARE: Well, like Delta Engineering, for example?

CARL MALONE: Delta Engineering, I can't tell you if they have a survey service application. We did have a pre-proposal meeting and we did invite all firms, including the engineering services firms at that pre-proposal meeting. We solicited some 68 proposals, requests for proposals. These are the 11 that gave us a proposal in return.

COUNCILMAN LEVY: Well, then if that's the only ones that gave you a proposal, then to heck with the balance of them. I think that's fine and I think that you should be able to draw off of them. You never know what you need.

TOM GRAHAM: I think the flexibility that you're giving us is more than we're asking for, but we certainly appreciate it. It allows us to use whoever has the manpower and the equipment needed to get out on a job and get it done.

MAYOR BRIARE: Not only that, but you can also consider how much work that firm has going at the time you need them --

TOM GRAHAM: That we need them. That's very true.

MAYOR BRIARE: If they are up to here in work, then go to one of the others.

TOM GRAHAM: That's why we wanted a minimum of three so we'd have that flexibility, but certainly 11 gives us more latitude.

0109

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985

IV(h)-C-1 -- DEPT. OF DESIGN/DEVELOPMENT - HIRING OF CONSULTANT SURVEY SVCS. Page 4

COUNCILMAN LURIE: That's why I asked that question of staff yesterday because when I first reviewed the backup documentation, I thought they were just paying each of of these firms \$100,000 a year to just be on call. Then they satisfied me that this money is just being set aside for on-the-job basis to complete the jobs when necessary, but I feel again more comfortable if you have the flexibility of negotiating with 11 instead of three.

TOM GRAHAM: That's fine.

COUNCILMAN LURIE: THAT WOULD BE MY MOTION.

MAYOR BRIARE: Can you put that in, Mr. Hall?

CITY MANAGER HALL: One additional comment, and that is that the money that is being set aside for these consultants are for the service, the surveying service. It comes as a result of the project expense itself, and not from the General Fund of the City.

MAYOR BRIARE: Oh, absolutely. Call it a pool if you want.

COUNCILMAN LURIE: A pool. But the money stays in the General Fund drawing interest and we just spend it as we need it?

TOM GRAHAM: That's correct.

COUNCILMAN LURIE: Okay.

MAYOR BRIARE: If anything comes up, Mr. Malone, that causes any problem one way or another, I'm sure you're going to let the City Manager know about it. Any comments by the -- Councilman Bunker.

COUNCILMAN BUNKER: Does this mean that we will not have access to the individual contracts as you negotiate them? We're giving you the authority to negotiate the contracts and for you to pick the firm?

CARL MALONE: What we in fact here do is enter into 11 contracts.

COUNCILMAN BUNKER: But you may not use 10 of them?

CARL MALONE: That's correct.

COUNCILMAN BUNKER: I see a possibility here that if you only have work -- say you only need to spend \$100,000, you may pick out Firm A and spend \$100,000 with that Firm A and the year is over. You don't have any more projects. So in effect, you've just used one firm. Are we -- I understand then, we're giving them that prerogative

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IV(h)-C-1 -- DEPT. OF DESIGN/DEVELOPMENT - HIRING OF CONSULTANT SURVEY SVCS. Page 5

COUNCILMAN BUNKER: that they can pick and choose as they desire and we'll never see a contract? We'll never see an individual contract?

CARL MALONE: That's correct. After this meeting, you'll never see a contract.

COUNCILMAN LURIE: Unless you want to see them, and then you can make that part of the motion that the contracts be brought back to us.

MAYOR BRIARE: Well, then, Councilman Lurie, we're going to be defeating what we're trying to do.

COUNCILMAN LURIE: I agree with you.

MAYOR BRIARE: I would hope that if -- Dan -- Mr. Fitzpatrick, you're assigned to this area, aren't you? If you have any arguments -- because you're the one that we'd look to, aren't you?

DEPUTY CITY MANAGER
DAN FITZPATRICK: Yes.

MAYOR BRIARE: If you have any arguments with what Mr. Malone is doing, I'm sure you're going to take steps to correct him?

DEPUTY CITY MANAGER
DAN FITZPATRICK: Absolutely.

TOM GRAHAM: The problem here is, and what we're trying to do is you have to look at these services as if they were actual staff at our beck and call and we had them to send out on a job as needed. That's what we're trying to do.

MAYOR BRIARE: But you don't have to go out and buy a half million dollars worth of equipment.

TOM GRAHAM: Equipment or vehicles and all that, yes.

MAYOR BRIARE: Any other comments? Ready for the vote. Cast your vote. Post. MOTION'S APPROVED.

(VOTE: Unanimous approval with exception that Nolen was excused from the meeting.)

City of Las Vegas

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

AGENDA DOCUMENTATION

Date: January 30, 1985

0111

TO:

The City Council

FROM:

DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT:

NOMINAL DRAINAGE PROJECTS

PURPOSE/BACKGROUND

The City of Las Vegas previously retained the consulting engineering firm of Gunny, Brizendine & Poggemeyer to investigate numerous drainage and flooding problems throughout the City. The consulting firm, through field investigations, has prepared brief descriptions of each drainage problem. The consulting firm has provided possible remedial action, estimated cost, and extent of flooding damage for each problem area. Through an evaluation system, the consultant has provided the attached priority listing for all of the problem areas.

Upon approval of the priority list, the Department of Design & Development will begin negotiating contracts with various consulting firms to provide engineering services and design plans for the purpose of correcting the drainage and flooding problem areas. The number of areas that are to be corrected will be contingent upon availability of funds.

FISCAL IMPACT

\$180,000.00 - funds are available from the Revenue Sharing Account in the amount of \$180,000.00

RECOMMENDATIONS

It is recommended that the Council approve the attached priority list.


THOMAS B. GRAHAM, AICP, RIA
DIRECTOR OF DESIGN & DEVELOPMENT

Agenda Item 2/20/85

IV (h) . C. 2

FINAL PROJECT RANKING

RANKING	PROJECT NO.	NAME	POINTS	EST. COST
1.	8	Bedford Ave. at Hayes Drainage Improvements	19	\$ 23,200
2.	29	** Sandra/Monroe Drainage Improvements	19	\$ 37,700
3.	13	Richard Court Overflow Channel	18	\$ 21,300
4.	25	* 1227 Western Avenue Flooding	18	N/A
5.	52	* 1407 Western Avenue Flooding	18	N/A
6.	11	Carson/Spencer Drainage Improvement	17	\$ 38,475
7.	19	* Flooding at 1802 S. Main	17	N/A
8.	20	Flooding on Ashby Avenue	17	\$ 15,200
9.	35	Harris & Dawn Drainage Improvement	17	\$ 21,190
10.	4	Digger Street Ponding	16	\$ 600
11.	15	Fremont & Bruce Drainage Improvement	16	\$ 10,750
12.	28	Gateway Drainage	16	\$ 12,700
13.	32	Oakford Street/L.V. Wash Erosion	16	\$ 8,325
14.	6	** Shadow Mountain Pl. Overflow Channel	15	\$ 44,925
15.	14	Flooding at Adcock School	15	\$ 2,100

* Major Drainage Problem, Requires Other Sources Of Funding.

** Requires Coordination With Clark County.

FINAL PROJECT RANKING

RANKING	PROJECT NO.	NAME	POINTS	EST. COST
16.	42	Essex Drive East at Essex Circle Flooding	15	\$ 3,940
17.	1	Cinderella Lane Cul-De-Sac Ponding	14	\$ 16,340
18.	36	Erosion Along Veteran Memorial Wash	14	\$104,700
19.	37	Folage St. Ponding at CMU Wall 3600 Block	14	\$ 1,700
20.	44	Drainage Problem at 1316 S. 16th	14	\$ 15,600
21.	53	Darmark Drive Flood Control Project	14	\$ 3,080
22.	5	Bedford Avenue Drainage Improvements (305)	13	\$ 15,140
23.	10	Municipal Golf Course Drainage Improvements	13	\$ 5,650
24.	12	Flooding at 1285 W. Carey Avnue	13	\$ 2,670
25.	16	Flooding at Bonanza Village Subdivision	13	\$ 3,300
26.	24	Ponding & Runoff at N.E. Corner Bruce & Elm	13	\$ 5,490
27.	30	17th and Spencer Overflow Channel	13	\$ 24,370
28.	34	Plugging at CMU Wall at 1829 Gatewood Dr.	13	\$ 1,300
29.	39	Ponding at Ramsey St. and Las Vegas Expwy.	13	\$ 9,000
30.	43	Eastwood Dr. Drainage Improvements	13	\$ 43,150

FINAL PROJECT RANKING

RANKING	PROJECT NO.	NAME	POINTS	EST. COST
31.	46	Drainage North of Elkhorn on Jones	13	\$ 5,050
32.	51	Koala Motel Alley Drainage Problem	13	\$ 14,200
33.	21	Cool Valley Drive Flooding	12	\$ 2,000
34.	48	** Flooded Property at 1452 Shadow Mtn.	12	\$ 10,375
35.	18	2904 Valley Ponding	11	\$ 14,450
36.	31	Ponding at 1407 Wengert	11	\$ 15,200
37.	47	Bedford Ave. at Alpine Drainage Improvements	11	\$ 23,300
38.	7	Tanglewood Subdivision Drainage at S.W. Corner	10	\$ 1,500
39.	41	2300 Zafra Court Flooding	10	\$ 31,715
40.	49	Desert Runoff at 5325 Solar Ave.	10	\$ 2,350
41.	50	Ponding at N.W. Corner of Monte Mia and Miragrande	8	\$ 650
42.	22	Drainage/Street Improvements Johnson and Shiloah	7	\$105,826
43.	23	7th St. & Bridger & Lewis Valley Gutters	7	\$ 8,100
44.	3	Drainage Improvements Lamb Blvd. N. of Charles.	6	\$ 50,650

* Major Drainage Problem, Requires Other Sources Of Funding.

** Requires Coordination With Clark County.

FINAL PROJECT RANKING

RANKING	PROJECT NO.	NAME	POINTS	EST. COST
47.	2	Ponding at Buckskin Ave. and Lorenzi	0	N/A
46.	9	Nuisance Water at Western & Oakey	0	N/A
47.	17	Flooding at Sahara Palms Apts.	0	N/A
48.	26	Ponding at 600 Antwlope Way	0	N/A
49.	27	Ponding at 4413 Rosebank Cr.	0	N/A
50.	33	Brady Ave. Flooding	0	N/A
51.	38	Backyard Flooding at 113 Vallejo	0	N/A
52.	40	Flooding at Corner of Mason and Eaton	0	N/A
53.	45	Villa Borrega Erosion Problems	0	N/A

NOTE: 0 Points Indicates No Action Required.

AGENDA DOCUMENTATION

Date: February 13, 1985

0116

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDER #5 OF THE CONSTRUCTION
CONTRACT FOR THE CENTRAL FIRE STATION.PURPOSE/BACKGROUND

Since the City occupied the new Central Fire Station on June 15, 1984 (the date of substantial completion), the Architects (Harris Sharp Associates), together with City staff, have made every reasonable effort to achieve a formal "project closeout" as defined in the contract documents. Although the majority of requirements have been met by the Contractor (S.J. Amoroso Construction Co.) several unresolved contractor issues have prevented the Architects from recommending final payment. The Contractor has received payment for 99% completion and will be due the final 1% upon totally satisfying project closeout requirements as well as several outstanding punch list items (items other than those pending arbitration).

On February 5, 1985, Design and Development Department staff met with the Architects and City Attorney to discuss the current disposition of contract related funds presently held by the City. The current potential outstanding payments are:

- \$ 8,514.00 - final 1% payment on contract
- \$ 30,203.99 - Change Order #5 (less retention = \$29,134.00)
- \$ 201,085.00 - 5% project retention

Since funds payable under Change Order #5 are legitimately due the contractor, the City Attorney and staff with the concurrence of the Architects, feel that these funds (\$30,209.00) minus proper retention, should be disbursed to the Contractor regardless of the fact that the final 1% payment cannot yet be authorized. Additionally, processing Change Order #5 will add a 13 day extension to the contract making possible final calculation of liquidated damages to be withheld from retention (see Fiscal Impact below). This payment will allow subcontractors to be paid for work performed which is included in Change Order #5.

The original contract amount for construction was \$3,969,000.00. Previously approved Change Orders (#1 through #4), together with Change Order #5, give a current total contract amount of \$4,051,916.00. All Change Orders on this project total \$82,916.00 of which \$45,882.00 was authorized to purchase the telephone system in lieu of leasing as was originally proposed. The remaining difference in the change order total is \$37,034.00 which is less than 1% of the original contract amount.

FISCAL IMPACT

Funds are available within the project budget for payment of \$29,134.00 to the General Contractor. Change Order #5 also finalizes the total number of days that are subject to \$500.00/day liquidated damages. The Architects recommend withholding \$64,500 (129 days) based on the final February 7, 1985 contract end date established by Change Order #5. Remaining funds will be:

- \$ 8,514.00 - Final 1%
- \$ 202,170.00 - Retention 5%

RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council approve Change Order #5 and authorize payment in the amount of \$29,134.00 to S. J. Amoroso Construction Co., the General Contractor.

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

Agenda Item 2/20/85

IV (h) C. 3.

CITY OF LAS VEGAS

PAY ESTIMATE SUMMARY

1. ESTIMATE No. 19A	2. DATED 2/5/85	3. PROJECT PO473000WU6027	4. CONTRACT No. 83.0810	5. DATED DECEMBER 15, 1982
6. FOR CENTRAL FIRE STATION				
7. ORIGINAL CONTRACT \$ 3,696,000.		8. AMOUNT EARNED TO DATE \$ 4,043,402.		9. AMOUNT DUE THIS PAYMENT \$29,134.
9. CHANGE ORDER No. <u>one</u> (8,241.) 10. CHANGE ORDER No. <u>two</u> 45,882. 11. CHANGE ORDER No. <u>three</u> (3,106.) 12. CHANGE ORDER No. <u>four</u> 18,172. 13. CHANGE ORDER No. <u>five</u> 30,209. 14. CHANGE ORDER No. _____ 15. CHANGE ORDER No. _____ 16. CHANGE ORDER No. _____ 17. CHANGE ORDER No. _____ 18. CHANGE ORDER No. _____ 19. CHANGE ORDER No. _____ 20. CHANGE ORDER No. _____ 21. CHANGE ORDER No. _____ 22. CHANGE ORDER No. _____ 23. CHANGE ORDER No. _____ 24. CHANGE ORDER No. _____		25. RETAINED % <u>202,170.</u> 26. TOTAL PREVIOUS PAYMENTS <u>3,812,108.</u> 27. LIQUIDATED DAMAGES <u>-0-</u> 28. OTHER <u>-0-</u> 29. TOTAL DEDUCTIONS \$ <u>4,014,278.</u>		33. REMARKS: FEB 13 1985
30. TOTAL CONTRACT \$4,051,916.		31. PERCENTAGE OF COMPLETION		

I CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST; THAT PAYMENT THEREFORE HAS NOT BEEN RECEIVED; THAT ALL STATUTORY REQUIREMENTS AS TO AMERICAN PRODUCTION AND LABOR STANDARDS, AND ALL CONDITIONS OF PURCHASE APPLICABLE TO THE TRANSACTION HAVE BEEN COMPLIED WITH; AND THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNT BILLED.

34. S. J. AMOROSO CONSTRUCTION CO.
CONTRACTOR

35. BY J. Roberts Henderson Project Manager
TITLE

I CERTIFY THAT THE ABOVE WORK HAS BEEN INSPECTED AND WAS FOUND TO HAVE BEEN PERFORMED IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.

36. David A. Daileida
TITLE: Project Architect

37. APPROVED: _____
TITLE: _____

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

0117

0118

CITY OF LAS VEGAS

Las Vegas, Nevada

CONTRACT MODIFICATION

Purchase Order No.

Supplement No. 001

Bid No. 82.0810-1

Modification No. 005

Date:

Name and Address of Contractor:

S. J. Amoroso Construction Company
3380 Wynn Road
Las Vegas, NV 89102

Contract Description:

Construction of the Central Fire Station Complex for
the City of Las Vegas, located near the intersection
of the Fourth Street extension and Casino Center Blvd.

Description and Reason for Modification:

See attached.

FEB 1 3 1985

Price of this Modification (Written): Addition of

Thirty Thousand Two Hundred Nine

Dollars \$30,209.00

Total Calendar Day Time Extension for this Modification: Thirteen

Days 13

Contract Completion Date (Including this Modification): February 7, 1984

Price of Contract Including Previous Modifications \$ 4,021,707.00

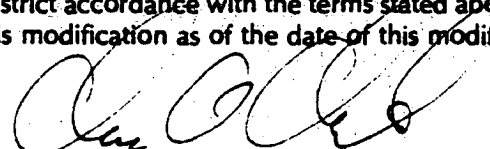
Price of Contract including This Modification \$ 4,051,916.00

JAN 7 1985

1. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATIONS,
REMAIN THE SAME.

The City of Las Vegas and the Contractor named above do mutually agree to this contract modification
in strict accordance with the terms stated above. In witness whereof, the parties hereto have executed
this modification as of the date of this modification.

APPROVED:


David A. Daileida, A.I.A.
Project Architect

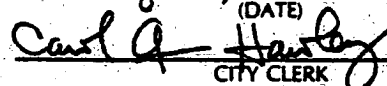
MAYOR

(SIGNATURE)

February 25, 1985

(DATE)

ATTEST:


CITY CLERK

(NAME OF CONTRACTOR)

BY

S. J. Amoroso Const Co. 2/12/85
(DATE)

project Manager

(TITLE)

(APPROVED BY)

CITY MANAGER

CHIEF, PURCHASING AND CONTRACTS DIVISION

0119

CENTRAL FIRE STATION

C.O. #5

FEB 13 1985

ITEM #	ARCHITECT'S PROPOSAL #	DESCRIPTION	COST	DAYS
1.	# 54	Over excavation and backfill due to poor soil bearing.	\$ 974.00	1
2.	# 65	Ceramic veneer modifications-deletion of days granted on C.O. #4 due to lack of pull-off test.	-0-	(3)
3.	# 78	Additional metal trim @ windows.	575.00	0
4.	# 83	Extra perforated floor panels.	996.00	0
5.	# 89-1	Additions for CCTV system.	391.00	0
6.	# 89-4	Additions for CCTV system.	587.00	0
7.	# 98	Replace veneer @ door heads with plaster.	1,743.00	0
8.	# 99	Delete lights in round ceiling.	(96.00)	0
9.	#101	Delete plaza lights.	(743.00)	0
10.	#107	Revise lockers.	3,447.00	0
11.	#108	Add ceramic tile bullnose at windows.	650.00	0
12.	#111	Floor door stops.	288.00	0
13.	#113	Tap water line.	246.00	0
14.	#114	Add power @ radio room.	543.00	1
15.	#116	Add sound seals at doors.	374.00	0
16.	#118	Expansion joints @ red columns.	546.00	0
17.	#120	Provide power @ kitchenette.	339.00	0
18.	#123	Change voltage @ overhead door motors.	3,294.00	0
19.	#129	Time extension for wind days.	-0-	3
20.	#137	Time extension for moving CRU units.	-0-	8
21.	#140	Add carpet to room 117.	386.00	0
22.	# 60	Addition of continuity plates.	5,513.00	2
23.	# 85	Over excavation @ planters	1,623.00	1

....

JAN 7 1985

0120

CENTRAL FIRE STATION

FEB 13 1985

C.O. #5 page 2

<u>ITEM #</u>	<u>ARCHITECT'S PROPOSAL #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
24.	#115	Delete front drive.	(\$4,712.00)	0
25.	#126	Reverse locks.	336.00	0
26.	#152	Credit for gas pump control.	(1,068.00)	0
27.	#155	Add exit light.	144.00	0
28.	#154	Add plywood backing @ porcelain panels.	1,857.00	0
29.	#119	Microwave antenna extension.	2,404.00	0
30.	#127	Electric strike installation.	6,439.00	0
31.	#132	Locks in demountable doors.	1,946.00	0
32.	#133	Install additional fire dampers.	1,187.00	
CHANGE ORDER #5 TOTALS:			<u>\$30,209.00</u>	<u>13</u>

AGENDA DOCUMENTATION

Date: February 13, 1985

TO:
The City CouncilFROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

0121

SUBJECT: DISCUSSION AND POSSIBLE ACTION AUTHORIZING EXECUTION OF FINAL
ARCHITECTURAL/ENGINEERING CONTRACT FOR DOWNTOWN TRANSPORTATION CENTERPURPOSE/BACKGROUND

In anticipation of the Regional Transportation Commission (R.T.C.) receiving Urban Mass Transportation Administration (U.M.T.A.) grant approval for the Downtown Transportation Center Project, the City's normal selection procedure for procurement of Professional Architectural/Engineering (A/E) services was completed on August 15, 1984. City Council action on October 3, 1984, recommended award of an appropriate contract to Dobrusky, Kittrell, Garlock, Architects in an amount not to exceed \$160,580.00, contingent on U.M.T.A. grant approval.

The City's selection procedure is in accord with Federal A/E consultant procurement standards.

The City's contract with Dobrusky, Kittrell, Garlock, Architects has been formally negotiated with the exception of final dates.

At the City Council meeting January 16, 1985, Mr. Ralph Stanley, U.M.T.A. Administrator, announced award of the Transportation Center Federal grant in the amount of \$1,280,000.00.

On February 14, 1985, the R.T.C. is being requested to approve the City's A/E contract contingent upon compliance to U.M.T.A. requirements.

Staff has made the necessary modifications to the A/E contract to be in compliance.

FISCAL IMPACT

The maximum amount to be paid under this agreement is \$160,580.00 (previously approved by City Council on October 3, 1985). Funding is available through the U.M.T.A. Federal grant and the required local funds are available from lease revenue on the downtown parking garages.

RECOMMENDATIONS

City Manager recommends that the City Council authorize the Mayor to execute the final Architectural/Engineering contract with Dobrusky, Kittrell, Garlock, Architects.


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

Agenda Item 2/20/85

IV (h): C. 4.

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AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of March, 1985, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and DOBRUSKY KITTRELL GARLOCK ARCHITECTS A.I.A., 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 Old Fire Station #1 and Old Communications Center building and adjacent site areas (to become the new Downtown Transportation Center), (the "Project" herein) on property which is owned by the City and located at 330 North Casino Center Blvd., Las Vegas, Nevada; and

WHEREAS, the City, by formal action of its City Council at the regular meeting thereof held on August 15, 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 \$1,110,000.00.

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 shall submit, for the City's approval, a schedule for the performance of the Architect's services which shall include allowances for periods of time which may be required for the City's review and approval of submissions and for the approvals of other governmental authorities which have jurisdiction over the Project. This schedule, when approved by the City, shall not be exceeded by the Architect except for reasonable cause which has been approved in advance by the City.

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 in Appendix "D" of this agreement. 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.

The Architect shall be available to assist in presentations to the City Council or any other local boards/agencies,

as and when the same may be required, in order to obtain the necessary approvals for construction of the Project.

A.

Basic Services

The Architect's Basic Services consist of the five phases described herein, (phases 3 through 7 under Appendix "B".) The services described in Appendix "B" may overlap or duplicate the services described herein. In the event of a conflict between the description of the services in Appendix "B" and the services described in subsections A(1) through A(5) of this Section, then the more restrictive language in terms of imposing a greater burden upon the Architect, or conferring a greater benefit upon the City, shall control unless otherwise agreed to by the City.

The Architect's basic services shall consist of the phases described herein and shall include normal structural, mechanical and electrical engineering services and landscape architectural design services.

1. Schematic Design Phase.

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 which illustrate the scale and relationship of the Project components. These documents shall be presented to the City no later than April 15, 1985.

b. The Architect shall review with the City alternative approaches to 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.

d. 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.

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 June 3, 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 a further 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.

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.

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 August 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 approval 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.

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.

4. Bidding or Negotiation Phase. 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.

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 hereinafter in this paragraph 5 set forth.

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 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 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

(Phases 1, 2, 8 and 9 under Appendix "B" of this Agreement)

On this Project the Supplemental Services shall include:

1. Civil Engineering services necessary to prepare a Boundary Survey, Topographic Survey and Utilities Study of the project site.

2. Geotechnical Services (Soils Engineering) to provide a soils investigation of the project site and indicate what construction test should be required by the contractor; and strength test of existing masonry, concrete and ascertain the bearing capacities of existing footing systems.

3. Services to investigate existing conditions (as-built) to make measured drawings or to verify the accuracy of drawings or other information, which is furnished by the City, to the extent needed to perform Basic Services.

4. Services to perform a Structural/Architectural audit of the existing structures to determine their capabilities and/or modifications required to upgrade them to a usable condition to house the new function.

5. Services to review the preliminary program which is furnished by the City in order to ascertain the requirements of the project and to refine this information, along with any additional information which the Architect may deem necessary in order to compile the final program of 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 in this Agreement, 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 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 in connection with any public hearing, arbitration proceeding or legal proceeding.

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:

- 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 and 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 on a set of reproducible record prints which are to be provided by the City to show changes in the work

made during the construction process (as built); 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 a predesign program and other data which is relative to the design or construction of the Project. This includes 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, at a salary of not to exceed \$2,500.00 per month and, in the aggregate \$30,000.00, for a maximum construction period of 12 months.

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 I(A)(5)) shall commence with City's issuance of a notice to proceed to the contractor and shall continue throughout the

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length of the construction contract.

SECTION IV - COMPENSATION

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 described in subsection I(A) of this Agreement, the City shall pay the Architect a fixed fee in the amount of One Hundred Nineteen Thousand Eight Hundred Eighty and 00/100ths Dollars (\$119,880.00) 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 least 10 days prior to the regular meeting of the City Council at which approval for the payment thereof is requested (meetings of the Board are usually 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 shall be equal to the cumulative percentages set opposite the respective Phases of the Basic Services as follows:

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%)

B. Supplemental Services. For the Supplemental Services described under subsection I(B) of this Agreement, the City shall pay the Architect upon completion and acceptance by the City as follows:

1. For the services described under subsection I(B)(1), compensation shall be for the Architect's actual time and materials not to exceed a limit of \$5,000.

2. For the services described under subsection I(B)(2), compensation shall be for the Architect's actual time and materials not to exceed a limit of \$5,000.

3. For the services described under subsection I(B)(3), compensation shall be in a lump sum fee of 12,000.

4. For the services described under subsection I(B)(4), compensation shall be a lump sum fee of \$10,500.

5. For the services described under subsection I(B)(5), compensation shall be a lump sum fee of \$8,200.

C. Additional Services. For the Additional Services described under subsection I(C) of this Agreement which has been specifically requested by the City, the Architect shall be compensated as follows:

1. Principals' time-at the fixed rate of \$60.00 per hour. For the purposes of this Agreement, the principals shall be:

Ed Kittrell, Jr. - Principal

George F. Garlock - 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 shall be computed at a multiple of two and eight-tenths 2.8 or Urban Mass Transit Administration maximum multiplier, whichever is less, times their direct personnel expense, as that term is defined under Section VI(L) attached hereto and by this reference made a part hereof.

4. Additional services of professional consultants 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 or Urban Mass Transit Administration maximum multiplier, whichever is less, times the amount which the consultant submits to Architect for such services, provided that the rates have been previously approved by the City.

D. Reimbursements. The City shall reimburse the Architect at a multiple of 1.2 (one and two tenths) or Urban Mass Transit Administration maximum multiplier, whichever is less, 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. The expense of reproductions, postage and handling of drawings and specifications, excluding the duplicate sets which are to be furnished at the completion of each Phase for the City's review and approval.

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3. If overtime work is authorized in advance by the City, the expense of such overtime work which required higher than regular rates and the expenses of renderings or models for the City's use.
4. The expense of transportation and living when traveling in connection with the Project, if such travel has been authorized in advance by the City.
5. The fees which are paid for obtaining the approval of other authorities which have jurisdiction over the Project.

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.

F. The total (maximum) cost to the City for the Architect's performance of work performed pursuant to Section IV(A) and (B) shall not exceed One Hundred Sixty Thousand Five Hundred Eighty and 00/100ths Dollars (\$160,580.00).

SECTION V - DEFAULT

A. The occurrence of any of the following events shall be a default by Architect hereunder (hereinafter called "Events of Default"):

1. If Architect shall default in the due observance and performance of any term, condition or covenant contained herein.

2. If Architect shall:

a. voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of Architect for all or a substantial portion of its assets;

b. be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due;

c. make a general assignment for the benefit of creditors;

d. file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law; or

e. if action shall be taken by Architect for the purpose of effecting any of the foregoing.

3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of Architect and shall continue unvacated and in effect for a period of thirty (30) days.

4. If Architect should, in the judgment of City, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto.

If any such Event of Default continues for three (3) working days after written notice to the Architect, City may, without prejudice to any other remedy it may have at law or in equity:

a. terminate this Agreement, suspend payment of all pending invoices otherwise due to Architect hereunder, finish the work by such means as City may see fit, deducting from any balance due Architect the cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for this project and paying the excess, if any, to Architect and in the event the cost of finishing Architect's work exceeds the balance due Architect, such excess shall be paid by Architect to City within five (5) days of invoicing by City; or

b. terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Architect except for the reasonable value for all work and services performed to the date of termination.

The costs and expenses of completing the work of Architect shall be computed and audited by City's designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and Architect shall pay all costs of such audit.

B. In the event City is required to perform or does perform or hires others to perform any work or services because of the default of the Architect, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by Architect to City.

C. It is expressly agreed that City reserves the right to offset any and all claims made by Architect for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that City might have against Architect for failure to comply with any of the terms and conditions of this Agreement.

SECTION VI - DETERMINATION OF CONSTRUCTION COST

The construction costs 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 VII - RECORDS AND AUDITS

The Architect shall maintain complete and accurate records with respect to allowable costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The Architect shall provide free access to the representatives of the City and UMTA, or their appointees, at all proper times to such books and records, and the right to examine and audit the same, and to make transcripts therefrom as necessary, and to allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. In addition to the above accounting records, the Architect shall maintain records to show actual time and allowable costs with respect to each task set forth in Appendix "B" of this Agreement.

The Architect shall permit the authorized representatives of the U. S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Architect relating to its performance under this Agreement.

SECTION VIII - COMPLIANCE WITH CIVIL RIGHTS ACT

During the performance of this Agreement, the Architect agrees as follows:

A. Equal Employment Opportunity

(NRS 338.190 inclusive)

In connection with the execution of this Agreement, the Architect shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Architect shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Furthermore, the Architect must be in compliance with the Equal Opportunity Clause, as set forth in Executive Order No. 11246, as amended by Executive Order No. 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Compliance with Regulations

The Architect will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 89, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

C. Nondiscrimination

The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Architect will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix A-II of the Regulations.

D. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation, made by the Architect for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Architect of the Architect's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex or national origin.

E. Information and Reports

The Architect will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City or by UMTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Architect is in the exclusive possession of another who fails or refuses to furnish this information, the Architect shall so certify to the City or UMTA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance

In the event of the Architect's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or UMTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Architect under this Agreement until the Architect complies, and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part.

Such sanctions shall be in addition to any other remedies available to the City under this Agreement.

G. Incorporation of Provisions

The Architect shall include the provisions of Section VIII(A) through (F), in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Architect will take such action with respect to any subcontract or procurement as the City or UMTA may direct as a means of enforcing such provisions including sanctions of noncompliance: provided, however, that, in the event the Architect becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Architect may request the City to enter into such litigation to protect the interests of the City and, in addition, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

H. Minority Business Enterprises

In connection with the performance of this Agreement, the Architect will cooperate with the project sponsor in meeting its commitments and goals with regard to maximum utilization of Minority Business Enterprises and will use its best efforts to ensure that Minority Business Enterprises should have the maximum practical opportunity to compete for subcontractor work under

this Agreement.

SECTION IX - 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).

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. All applicable standards of the U. S. Department of Transportation as set forth by the Urban Mass Transit Administration's policies, regulations and procedures.

11. All mandatory standards and policies relating to energy efficiency contained in the State of Nevada energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

12. All other applicable federal, state and local laws, rules or regulations.

C. The Architect's Employees

1. Ed Kittrell, Jr. and George F. Garlock, as supervising representatives of the Architect, or their designated alternate, shall be in charge of the work at all times.

2. Both the Architect and the City 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 that either the Architect or the City deems an employee to be incompetent, careless or insubordinate, or whose continued employment on the work is deemed to be contrary to the public interest, either party reserves the right to request the removal of such employee.

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 the 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 subsection (O) of this Section.

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. In the event of any early termination, the Architect shall be reimbursed for all proven terminal expenses which resulted from such early termination.

F. Insurance

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:

1. For claims under Nevada Industrial Insurance Act;
and
2. Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.00.

3. Architect's liability insurance as follows:

a. 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.

b. The limits of liability for Architect's liability insurance shall not be less than:

- (1) Workmen's Compensation: Statutory
- (2) Employer's Liability: \$500,000 each person

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(3) Comprehensive General Liability:

- (a) Bodily Injury: \$500,000 each person
\$500,000 each occurrence
- (b) Property Damage: \$500,000 each occurrence
\$500,000 aggregate

(4) Comprehensive Automobile Liability:

- (a) Bodily Injury: \$500,000 each person
\$500,000 each occurrence
- (b) Property Damage: \$200,000 each occurrence
\$200,000 aggregate

G. Disputes

Except as is otherwise provided in this Agreement, any dispute 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 of the City. The decision of said City 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 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 City. 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 shall not be made available to any individual or organization without the prior written consent of the City 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

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:

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:

DOBRUSKY KITTRELL GARLOCK ARCHITECTS A.I.A.
3333 Cambridge Street
Las Vegas, NV. 89109

P. Indemnity

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, Architect shall protect, idemnify 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 employed by the Architect's subcontractor or agent, in

fulfillment or performance of the terms, conditions or covenants of this Agreement.

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

1. An adjudication by the court or trier of fact that neither the City nor the Architect is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation.

2. An adjudication by the court or trier of fact that the Architect is solely or partly responsible and liable for the plaintiffs' injuries or damages while the City is relieved of any responsibility and liability, then the Architect shall reimburse the City for all of its costs and expenses of litigation.

3. An adjudication by the court or trier of fact that the City is solely or partly responsible and liable for the plaintiffs' injuries or damages while the Architect is relieved of any responsibility and liability, then the Architect is entitled to reimbursement of all of its costs and expenses of litigation.

4. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the parties, then the City and the Architect shall share in the total costs and expenses of litigation in that amount determined by multiplying the total percentage of fault or liability attributable to the respective parties by the total costs and expenses of litigation.

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

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. Architectural Subcontracts

Architect agrees to include in all professional 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(F) of this Agreement.

SECTION X - 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 it.

B. The fixed construction cost limit for the Project (\$1,110,000.00) includes a bidding contingency in the amount of five percent (5%), thus the actual targeted construction cost

limit is (\$1,054,500.00) to be used by the Architect for required cost estimates. 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 (\$1,054,500.00) 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.

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.

H. The provisions set forth in Appendices A, B, C & D, attached hereto, are hereby incorporated into and made a part of

this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION

CITY OF LAS VEGAS

By

Ron Lurie
RON LURIE, CHAIRMAN

By

William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Laura Toya
LAURA TOYA, SECRETARY

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

Approved as to form:

ROBERT J. MILLER
DISTRICT ATTORNEY

By

Melvin R. Whipple
MELVIN R. WHIPPLE
DEPUTY DISTRICT ATTORNEY

DOBRUSKY KITTRELL GARLOCK ARCHITECTS A.I.A.

By

George F. Garlock
GEORGE F. GARLOCK
PROJECT ARCHITECT

By

Ed Kittrell, Jr.
ED KITTRELL, JR.
PROJECT ARCHITECT

ATTEST:

Rosemary E. Saldivar

APPENDIX "A"PROJECT IMPLEMENTATION SCHEDULE:

3-4-85	PROGRAMMING REFINEMENT BEGINS
3-18-85	PROGRAMMING REFINEMENT COMPLETE - CITY REVIEW BEGINS
3-25-85	CITY APPROVAL OF PROGRAMMING REFINEMENT
3-25-85	SCHEMATIC DESIGN PHASE BEGINS - A/E CONSULTANT TO BEGIN AS-BUILT PLANS AND SURVEY
4-15-85	SCHEMATIC COMPLETE - CITY REVIEW BEGINS
4-22-85	CITY APPROVAL OF SCHEMATICS
4-22-85	START DESIGN DEVELOPMENT PHASE
6-3-85	FINAL DESIGN DEVELOPMENT PLANS AND COST ESTIMATE COMPLETE - BEGIN CITY REVIEW PERIOD
6-10-85	CITY APPROVAL OF DESIGN DEVELOPMENT PHASE - BEGIN CONTRACT DOCUMENTS PHASE
8-12-85	CONTRACT DOCUMENTS AND COST ESTIMATE COMPLETE - BEGIN CITY REVIEW
8-19-85	CITY REVIEW COMMENTS TO A/E CONSULTANT FOR CONTRACT DOCUMENT REVISION
8-26-85	CITY REVIEW OF FINAL CONTRACT DOCUMENTS
9-2-85	CITY APPROVAL OF CONTRACT DOCUMENTS - BEGIN PRINTING BID SETS
9-9-85	ALL CONTRACT DOCUMENT BID SETS DELIVERED TO CITY - BEGIN BIDDING PROCEDURES

THE AMERICAN INSTITUTE OF ARCHITECTS

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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

MARCH 4, 1985

, 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
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

Architect: DOBRUSKY, KITTRELL, GARLOCK ARCHITECTS, AIA
3333 CAMBRIDGE STREET
LAS VEGAS, NV 89109

Project: DOWNTOWN TRANSPORTATION CENTER

The Owner and the Architect agree as set forth below.

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SCHEDULE OF DESIGNATED SERVICES

PHASE 1: PREDESIGN SERVICES

PROJECT:	By Architect	By Architect, as Outside Services			By Owner, coordinated by Architect	By Owner		By Architect, as Supplemental Services	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) _____											
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											
1.05 Programming	X					X					
1.06 Space Schematics/Flow Diagrams	X					X					
1.07 Existing Facilities Surveys	X					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				X						
1.34 Structural/Architectural Audit								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.

SCHEDULE OF DESIGNATED SERVICES

PHASE 2: SITE ANALYSIS SERVICES

PROJECT:	By Architect	By Architect, as Outside Services			By Owner, coordinated by Architect	By Owner		By Architect, as Supplemental Services	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) _____											
2.01 Project Administration	X										
2.02 Disciplines Coordination/Document Checking	X										
2.03 Agency Consulting/Review/Approval	X					X					
2.04 Owner-Supplied Data Coordination	X										
2.13 Site Analysis and Selection	X					X					
2.14 Site Development Planning	X										
2.15 Detailed Site Utilization Studies	X										
2.16 On-Site Utility Studies Boundary & Topographic Survey								X			
2.17 Off-Site Utility Studies										X	
2.18 Environmental Studies and Reports						X					
2.19 Zoning Processing Assistance						X					
2.29 Project Development Scheduling	X										
2.31 Project Budgeting	X										
2.33 Presentations	X					X					
2.34 Geotechnical Services								X			

METHODS OF COMPENSATION

A - Multiple of Direct Salary Expense	F - 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

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PHASE 2—SITE ANALYSIS SERVICES

In the Site Analysis Phase the Owner and the Architect, respectively, shall provide those services designated in the Schedule of Designated Services, necessary to establish site-related limitations and requirements for the Project. Some of the described services will be provided during predesign activities and some during other Phases of Project design. Grouping herein is for convenience to identify the site analysis services required for 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.

2.01 Project Administration services consisting of site-related administrative functions including:

- .01 Initial site consultation
- .02 Site-related research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work of in-house architectural personnel.

2.02 Disciplines Coordination/Document Checking services consisting of site analysis 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.

2.03 Agency Consulting/Review/Approval services consisting of site-related 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.

- 2.04 Owner-supplied Data Coordination services consisting of site-related activities including:**
- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
 - .02 Site visits required to establish criteria
 - .03 Assistance to the Owner in obtaining existing title information and contracting for surveys, surface site data and subsurface site data
 - .04 Assistance to Owner in contracting for new boundary, surface and subsurface site data
 - .05 Site photography.
- 2.13 Site Analysis and Selection services consisting of:**
- .01 Identification of potential site(s)
 - .02 On-site investigations
 - .03 Movement systems, traffic and parking studies
 - .04 Topography analysis
 - .05 Analysis of deed, zoning and other legal restrictions
 - .06 Studies of availability of labor-force to staff Owner's facility
 - .07 Studies of availability of construction materials, equipment and labor
 - .08 Studies of construction market
 - .09 Overall site analysis and evaluation
 - .10 Comparative site studies.
- 2.14 Site Development Planning services consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:**
- .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .07 Ecological requirements
 - .09 Deeds, zoning and other legal restrictions
 - .10 Landscape concepts and forms.
- 2.15 Detailed Site Utilization Studies consisting of detailed site analysis, based on the approved conceptual site development design, including:**
- .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .08 Review of soils report
 - .09 Vegetation
 - .10 Slope analysis
 - .11 Ecological studies
 - .12 Deeds, zoning and other legal restrictions
 - .13 Landscape forms and materials.

2.16 On-site Utility Studies services consisting of establishing requirements and preparing initial designs for on-site:

- .01 Electrical service and distribution
- .02 Gas service and distribution
- .03 Water supply and distribution
- .04 Site drainage
- .05 Sanitary sewer collection and disposal
- .06 Process waste water treatment
- .07 Storm water collection and disposal
- .08 Central-plant mechanical systems
- .09 Fire systems
- .10 Emergency systems
- .11 Security
- .12 Pollution control
- .13 Site illumination
- .14 Communications systems.
- .15 Boundary and Topographic Survey

NOTE: *Master planning of on-site utilities for future development is a service to be identified, if relevant, in Phase 9 of the Schedule of Designated Services under Special Studies (9.61).*

2.17 Off-site Utility Studies services consisting of:

- .01 Confirmation of location, size and adequacy of utilities serving the site
- .02 Determination of requirements for connections to utilities
- .03 Planning for off-site utility extensions and facilities
- .04 Design of off-site utility extensions and facilities.

2.18 Environmental Studies and Reports services consisting of:

- .01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements
- .02 Ecological studies
- .03 Preparation of environmental assessment reports
- .04 Preparation of environmental impact reports
- .05 Attendance at public meetings and hearings
- .06 Presentations to governing authorities.

NOTE: *Environmental Monitoring is a service to be identified, if relevant, in Phase 9 of the Schedule of Designated Services (9.69).*

2.19 Zoning Processing Assistance services consisting of:

- .01 Assistance in preparing applications
- .02 Development of supporting data
- .03 Preparation of presentation materials
- .04 Attendance at public meetings and hearings.

2.29 Project Development Scheduling services during the Site Analysis Phase consisting of establishing a tentative schedule for site analysis services, site-related 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.

2.31 Project Budgeting services relating to development of a Statement of Probable Construction Cost for site-related work based on programming and scheduling of site work and consisting of the application of unit cost data for:

- .01 Site grading**
- .02 On-site utilities**
- .03 Utilities connections**
- .04 Off-site utilities work**
- .05 Drainage**
- .06 Paving**
- .07 Site lighting**
- .08 Lawn and landscaping work**
- .09 Site furniture.**

2.33 Presentations services consisting of presentations of Site Analysis studies, reports and data 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).**

NOTE: Preparation of special presentation materials is a service to be identified, if relevant, under Agency Consulting/Review/Approval (2.03) 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).

2.34 Geotechnical Services consisting of Soils Investigation and Construction recommendation.

SCHEDULE OF DESIGNATED SERVICES		PHASE 3: SCHEMATIC DESIGN 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, coordinated by Architect	By Owner			By Architect, as Additional Service*	Not to be provided	Method of Compensation
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										
3.34	Signage										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.

- 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. Estimate will be based on unit cost.
- 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										
4.34 Signage										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 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.

4.03 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.

- 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.
- 4.32 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: Estimate will be based on unit costs.
 - .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, 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) _____							
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						
5.34 Signage						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.**

- 5.30 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. Estimate will be based on unit cost.
- 5.33 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:	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) _____											
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	X										
6.35 Addenda	X										
6.36 Bidding/Negotiations					X						
6.37 Analysis of Alternates/Substitutions	X				X						
6.38 Special Bidding Services								X			
6.39 Bid Evaluation	X					X					
6.40 Construction Contract Agreements	X					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

6.34 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.

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.

7.48 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.

7.49 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.

PHASE 8: POSTCONSTRUCTION SERVICES

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

DESCRIPTION OF DESIGNATED SERVICES**PHASE 8—POSTCONSTRUCTION SERVICES**

In the Postconstruction Phase the Owner and the Architect, respectively, shall provide those services designated in the Schedule of Designated Services necessary to assist the Owner in the use and occupancy of the facility. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

8.01 Project Administration services consisting of postconstruction 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.

8.02 Disciplines Coordination/Document Checking services consisting of postconstruction 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 use or occupancy of the Project.

8.03 Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities that require compliance during postconstruction use, occupancy and operation.**8.04 Owner-supplied Data Coordination services consisting of postconstruction activities during occupancy and operation relative to Owner-supplied furniture, furnishings and equipment.****8.50 Maintenance and Operational Programming services consisting of:**

- .01 Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
- .02 Arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturers' representatives
- .03 Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

8.51 Start-up Assistance services consisting of:

- .01 On-site observation, troubleshooting and assistance in the operation of building systems during initial occupancy
- .02 Assistance in the training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures
- .03 Administration and coordination of remedial work by the Contractor(s) after final completion.

0178

8.52 Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction
- .02 Review of general accuracy of information submitted and certified to by the Contractor(s)
- .03 Preparation of record drawings, based on information furnished by the Contractor(s), including significant changes in the Work made during construction
- .04 Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.

8.53 Warranty Review services consisting of:

- .01 Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty
- .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
- .03 Documenting defects or deficiencies and assisting the Owner in preparing instruction to the Contractor(s) for correction of noted defects.

8.54 Postconstruction Evaluation services consisting of a Project inspection at least one year after completion of construction; review with appropriate supervisory, operating and maintenance personnel; and analysis of operating costs and related data for evaluation of:

- .01 The initial Project programming versus actual facility use
- .02 The functional effectiveness of planned spaces and relationships
- .03 The operational effectiveness of systems and materials installed
- .04 Efficiency of the design and construction delivery processes used.

SCHEDULE OF DESIGNATED SERVICES

PHASE 9: SUPPLEMENTAL 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
9.61 Special Studies							X		
9.62 Renderings					X				
9.63 Model Construction								X	
9.64 Life Cycle Cost Analysis							X		
9.65 Value Analysis							X		
9.66 Quantity Surveys								X	
9.67 Detailed Construction Cost Estimates							X		
9.68 Energy Studies								X	
9.69 Environmental Monitoring								X	
9.70 Tenant-Related Services								X	
9.71 Graphics Design								X	
9.72 Fine Arts and Crafts Services								X	
9.73 Special Furnishings Design								X	
9.74 Non-Building Equipment Selections								X	
9.75 Project Promotion/Public Relations								X	
9.76 Leasing Brochures								X	
9.77 Expert Witness							X		
9.78 Computer Applications								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

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)

9.79 Materials and Systems Testing

9.80 Demolition Services

9.81 Mock-Up Services

9.82 Still Photography

9.83 Motion Pictures and Videotape

9.84 Coordination with Non-Design Professionals

9.85 Special Disciplines Consultation .36 Coordination with people mover consultants

9.86 Special Building Type Consultation

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 9—SUPPLEMENTAL SERVICES

In addition to the generally sequential services chronologically arranged and described in Phases 1 through 8, the Owner and Architect, respectively, shall provide supplemental services designated in the Schedule of Designated Services. These nonsequential services may be provided during a single Phase of services or during several phases. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the party indicated therein.

9.61—Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

- .01 Master planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase.

9.62 Renderings services relating to providing graphic pictorial representations, as required by the Owner, of the proposed Project and consisting of:

- .01 Black and white elevation view(s)
- .02 Black and white perspective view(s)
- .03 Elevation view(s) in color
- .04 Perspective view(s) in color.

9.63 Model Construction services consisting of preparation of:

- .01 Small-scale block model(s) showing relationship of structure(s) to site
- .02 Moderate-scale block model(s) of structure(s) designed for the Project
- .03 Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
- .04 Large-scale models of designated interior or exterior components of the Project.

9.64 Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

- .01 A given planning and design solution for the Project
- .02 Alternative planning and design solutions for the Project
- .03 Selected systems, subsystems or building components proposed for the Project.

9.65 Value Analysis services consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

9.66 Quantity Surveys services consisting of a detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9.67 Detailed Construction Cost Estimates services consisting of:

- .01** Development, when the construction documents are approximately 90% complete, of a Detailed Estimate of Construction Cost based on quantity take-offs and unit cost pricing for materials, labor, tools, equipment and services required for the Work plus estimates for the Contractor's supervision cost, Work required by General and Supplementary Conditions, and an allowance for a reasonable Contractor's overhead and profit; or
- .02** Continuous development during all phases of design and documentation, of an Estimate of Construction Cost for the purpose of greater cost control; culminating in a Detailed Estimate of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

9.68 Energy Studies services consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration.**9.69 Environmental Monitoring services consisting of:**

- .01** Monitoring of air, water and other designated components of the environment to establish existing conditions, and the preparation of related analyses and reports.

9.70 Tenant-related Services consisting of design and documentation services for tenants or potential tenants for:

- .01** Space planning, partition and furnishings locations, and furniture and equipment layouts
- .02** Material and color selections and coordination
- .03** Adaptation of mechanical, electrical and other building systems to meet tenant needs
- .04** Statements of Probable Construction Cost.

9.71 Graphics Design services consisting of:

- .01** Design of interior and exterior signs and identifying symbols
- .02** Design of special logos or graphics for the Project
- .03** Documentation of requirements for procurement of graphics work
- .04** Managing procurement of graphics work
- .05** Coordination of delivery and installation.

9.72 Fine Arts and Crafts Services relating to acquisition of fine arts or crafts to be a part of the Project and consisting of:

- .01** Consultations on selection, commissioning and/or execution
- .02** Design integration
- .03** Managing procurement
- .04** Purchasing fine arts or crafts on the Owner's behalf.

9.73 Special Furnishings Design services relating to Architect-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:

- .01** Design and documentation
- .02** Specifications or standards
- .03** Management of procurement
- .04** Coordination of installation
- .05** Purchase on the Owner's behalf.

9.74 Non-Building-Equipment-Selection services relating to equipment and furnishings not-incorporated into the construction of the Project and consisting of:

- .01 Establishment of needs and criteria
- .02 Preparation of requirements, Specifications and bidding or purchasing procedures
- .03 Management of procurement
- .04 Coordination of delivery and installation
- .05 Purchase of non-building equipment on the Owner's behalf.

9.75 Project Promotion/Public Relations services relating to presentation of the Project to the public or identified groups and consisting of:

- .01 Preparation of press releases
- .02 Preparation of special brochures and/or promotional pieces
- .03 Assistance in production and distribution of promotional materials
- .04 Presentations at public relations and/or promotional meetings

9.76 Leasing Brochures services relating to preparation of special material to assist the Owner in leasing the Project and consisting of:

- .01 Design
- .02 Preparation of illustrations and text
- .03 Arranging for and managing production.

9.77 Expert Witness services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

9.78 Computer Applications services consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:

.01 Programming	.08 Architectural analysis and design
.02 Economic feasibility analysis	.09 Structural analysis and design
.03 Financial analysis	.10 Mechanical analysis and design
.04 Site analysis	.11 Electrical analysis and design
.05 Construction cost estimating	.12 Production of Drawings
.06 Detailed Project scheduling	.13 Construction cost accounting.
.07 Market analysis	

9.79 Materials and Systems Testing services relating to testing of components of the completed Project for conformance with Contract requirements and consisting of:

- .01 Establishment of requirements
- .02 Procurement of testing services
- .03 Monitoring testing
- .04 Review, analysis and reporting of testing results.

9.80 Demolition Services consisting of:

- .01 Preparation of Contract Documents for demolition of existing structures
- .02 Managing the bidding/negotiation/award process
- .03 Providing field observation and general administration services during demolition.

9.81 Mock-up Services relating to the construction of full-size or half-size details of components of the Project for study and testing during the design phases and consisting of:

- .01 Design and documentation for the required mock-up(s)
- .02 Management and coordination of pricing and contracting for mock-up services
- .03 Construction administration of mock-up construction activities
- .04 Arrangements for testing and monitoring performance of mock-up(s)
- .05 Administration of testing and monitoring services
- .06 Review, analysis and reporting of results of testing and monitoring services.

9.82 Still Photography services consisting of:

- .01 Documentation of existing conditions
- .02 Aerial site photography
- .03 Photographic recording for study purposes of facilities similar to the Project
- .04 Periscopic photography of models for the Project
- .05 Presentation photography of rendering(s) and model(s) for the Project
- .06 Construction progress photography
- .07 Architectural photography of the completed Project

9.83 Motion Pictures and Videotape services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.

9.84 Coordination with Non-Design Professionals services consisting of consultation and coordination with non-design professionals such as economists, sociologists, attorneys and accountants, for:

- .01 Preparation of economic studies
- .02 Condominium documentation
- .03 Sociological impact studies.

9.85 Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or other sources attached hereto, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:

.01 Acoustics	.13 Editorial	.25 Psychology
.02 Audio-Visual	.14 Elevators/Escalators	.26 Public Relations
.03 CPM Scheduling	.15 Fallout Shelters	.27 Radiation Shielding
.04 Code Interpretation	.16 Financial	.28 Real Estate
.05 Communications	.17 Fire Protection	.29 Reprographics
.06 Computer Technology	.18 Food Service	.30 Safety
.07 Concrete	.19 Insurance	.31 Sociology
.08 Cost Estimating	.20 Legal	.32 Soils/Foundations
.09 Demography	.21 Life Safety	.33 Space Programming
.10 Display	.22 Lighting	.34 Specifications
.11 Ecology	.23 Management	.35 Traffic/Parking
.12 Economics	.24 Materials Handling	.36 Transportation.(People Move

9.86 Special Building Type Consultation services consisting of retaining, directing and coordinating the work of special building type consultants whose specialized training, experience and knowledge relative to the requirements, planning and design of the Project are required for the Project.

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 ServicesBy Owner, coordin-
ated by Architect

By Owner

By Architect, as
Additional Service*

Not to be provided

Method of
Compensation**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

ENUMERATION OF MODIFICATIONS TO DESIGNATED SERVICES

PROJECT:

PROJECT #:

DATE:

Prior to the execution of this Document B162, modifications of the Descriptions of Designated Services were made only with respect to the following numbered items:

Services which have been deleted in their entirety are indicated on the Schedule of Designated Services pages by marking the column, "Not To Be Provided," and also on the accompanying Description of Designated Services pages by ruling them out.

OWNER

ARCHITECT

APPENDIX "C"

<u>Employee</u>	<u>Hourly Rate (DPE)</u>
Architect	\$18.75
Senior Draftsman	\$15.00
Draftsman	\$12.00
Clerical	\$ 9.50

Architect

Roger Sedway
David Brom
Robert Ballew
Ronald C. Hall

Senior Draftsman

Scott A. Carter
Steven A. Richardson
John Anslow
Paul Correlli

Draftsman

Douglas B. Applegate
Byron L. Smith
Phillip Bouchard
Mark J. Stufflebeam
Girusha T. Holmes
Richard P. Crews
Robert Salazar

Clerical

Rosemary E. Saldivar
Kathryn E. Studtmann
Deborah L. Cowen

PROJECT MANAGER

DESCRIPTION OF RESPONSIBILITIES

The Project Manager of this Design Team will be George F. Garlock, Architect. He will be responsible for coordination of the design team, with the City of Las Vegas representatives as well as the direct coordination of all consultants' services through the design development phase. He will be assisted by Mr. Ed Kittrell, Jr., Architect during the construction document phase as well as the construction administration phase with the full time on site field observation representative for the project through its completion.

The time that each individual member of the Design Team will spend is very difficult to determine because the individual input varies with the project phases but each principal involved will devote the full effort required to complete the project on time.



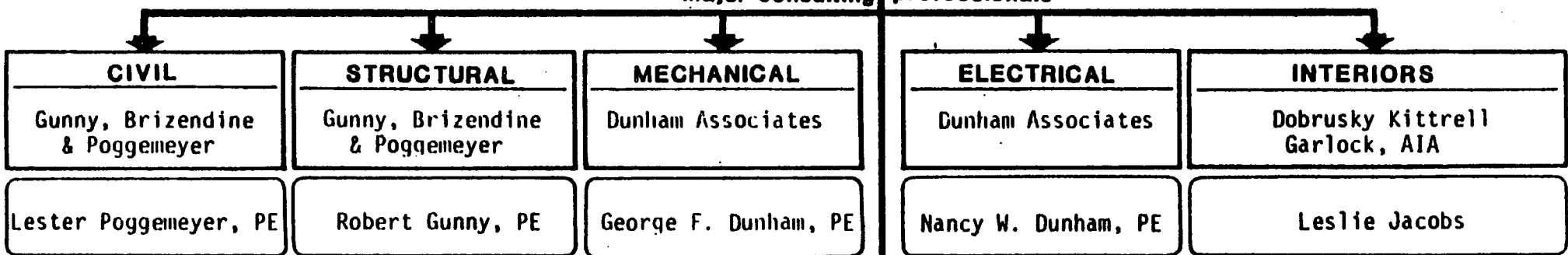
DOBRUSKY KITTRELL GARLOCK
Architects
aia
3333 CAMBRIDGE ST. LAS VEGAS, NEVADA 89109 (702) 733-0433

GEORGE F. GARLOCK
 project architect

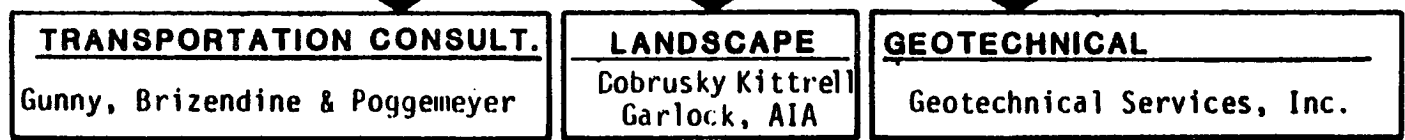
ED KITTRELL, JR.
 project architect

CITY REPRESENTATIVES

major consulting professionals



minor consulting professionals



"APPENDIX D" CITY COUNCIL MINUTES - FEBRUARY 20, 1985

AGENDA*City of Las Vegas*

0190

February 20, 1985

Page 20

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

ITEM	Council Action	Department Action
V. GEORGE F. OGILVIE - CITY ATTORNEY		
1047 A. Approval of Resolution Transferring City's 1984 Allocation of Private Activity Bonds to Clark County for Benefit of Nevada Power Company	Levy - ADOPTED Resolution as recommended. Unanimous (Nolen excused)	Staff to proceed David Sloan, Nevada Power Co., appeared
1100 B. Amended Order and Amended Proclamation Declaring 1985 Municipal Election	Lurie - APPROVED Unanimous (Nolen excused)	Staff to proceed
1000 C. Approval of Proposed Settlement re: Daisy Rawlins v. Charles Vanetti, et. al. ADDENDUM NO. 1 See Page 55	Levy - APPROVED as recom- mended. Unanimous (Nolen excused)	Staff to proceed
	MEETING RECESSED AT 11:01 A.M. FOR NINE MINUTES	

City of Las Vegas

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

AGENDA DOCUMENTATION

Date: February 14, 1985

TO: The City Council

FROM: *[Signature]*
CITY ATTORNEY

0191

SUBJECT: Approval of Resolution Transferring City's 1984 Allocation of Private Activity Bonds to Clark County for Benefit of Nevada Power Company

PURPOSE/BACKGROUND

The Deficit Reduction Act of 1984 limits the amount of tax free private activity bonds (which term includes economic development revenue bonds) which may be issued annually in each state and authorizes the governor of each state to allocate that limit among the state and its various local governments. As a result of a Proclamation which Governor Bryan signed on July 25, 1984, the City of Las Vegas was allocated \$19,806,726 as the amount of private activity bonds which it could issue in 1984. The Proclamation also authorizes any local government to transfer all or any part of its allocation to any other local government within the same county and to limit any such transfer to such purposes as may be set forth in the resolution which provides for the transfer.

The City has not used or transferred any of its 1984 allocation, and the same expired on December 31, 1984, subject to a carryover until February 26, 1985. Since there is no possibility that the City will use any portion of the \$19,806,726 in question, Nevada Power Company has requested that the City transfer the entire allocation to the County, subject to its use in the issuance of the County's economic development revenue bonds to finance various improvements, additions, facilities and equipment which Nevada Power Company anticipates installing during the period from 1985 to 1988. The resolution which is before you will effect the requested transfer.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council take the appropriate steps to adopt this Resolution and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-A

RESOLUTION

WHEREAS, the Deficit Reduction Act of 1984 (the "Act" herein) limits the amount of tax exempt private activity bonds, including bonds which are issued under the City Economic Development Revenue Bond Law, which may be issued annually in each state (the "State Ceiling" herein); and

WHEREAS, the Governor of the State of Nevada (the "State" herein), by that certain Proclamation and Executive Order which was signed and sealed by him on the 25th day of July, 1984 (the "Proclamation" herein), allocated the State Ceiling which is available to the State in each calendar year among the State and its several local agencies; and

WHEREAS, the portion of the State's 1984 State Ceiling which was allocated to the City of Las Vegas (the "City" herein) pursuant to the Proclamation is \$19,806,726.00; and

WHEREAS, the Proclamation provides that a local agency of the State may, by resolution, transfer to any other local agency within the same county or to the State all or any portion of such local agency's portion of the State Ceiling; and

WHEREAS, by resolutions which have been adopted by its Board of County Commissioners, Clark County, Nevada (the "County" herein), has undertaken to issue its economic development revenue bonds to finance the costs of the acquisition and construction of a project which consists and will consist of various improvements, additions, facilities and equipment and will be owned and operated by Nevada Power Company (the "Company" herein) for the furnishing of electrical energy to the general public within the County, and the County has previously issued its economic development revenue bonds to finance a portion of such costs; and

WHEREAS, the City is advised that the Company will request the County to issue additional economic development revenue

1 bonds to finance other costs of acquisition or construction of
2 the same property, together with the costs of acquisition of
3 similar improvements, additions, facilities and equipment which
4 will be used for like purposes, which costs will be incurred
5 during the period from 1985 to 1988 (the "Project" herein); and

6 WHEREAS, the Company has requested the City to transfer
7 to the County, for the benefit of the Company, the unused
8 balance of the City's portion of the State's 1984 State Ceiling
9 in order to facilitate the issuance by the County of its economic
10 development revenue bonds to finance a portion of the costs of
11 the Project; and

12 WHEREAS, the City has not used or transferred any or
13 its portion of the State's 1984 State Ceiling, and therefore the
14 amount thereof which is available to be transferred as so
15 requested is the entire \$19,806,726.00; and

16 WHEREAS, the City Council of the City has determined,
17 and by this Resolution does so determine, that such action would
18 be of financial benefit to the residents and taxpayers of the
19 City, to which the Company provides electrical utility service;

20 NOW, THEREFORE, BE IT RESOLVED by the City Council of
21 the City of Las Vegas, Nevada, at a regular meeting thereof held
22 on Wednesday, the 20th day of February, 1985, as follows:

23 1. The City hereby transfers to the County, for the
24 benefit of the Company, the City's portion of the State's 1984
25 State Ceiling in the amount of \$19,806,726.00, as permitted by
26 the Proclamation.

27 2. This transfer is subject to the condition that the
28 amount so transferred be allocated by the County to the Project,
29 and the City understands that the County has agreed to do so.

30 3. The City further understands that the County is
31 permitted under the Act to elect to carry forward the amount of
32 the State Ceiling so allocated to the Project, including the

1 amount which is hereby transferred, in order to enable the County
2 to issue its economic development revenue bonds for such purpose
3 during the years from 1985 to 1988 and that the County has agreed
4 to elect to carry forward the amount which is hereby transferred,
5 for such purpose.

6 4. The City Clerk is hereby authorized, empowered and
7 directed forthwith to deliver to the County a certified copy of
8 this Resolution and to prepare and deliver to the County, the
9 State or others such reports, notices, statements or other docu-
10 ments as may from time to time be required to evidence or
11 confirm such transfer, in order to enable the County to make use
12 of it for the purpose as aforesaid.

13 5. As required by Section 103(n)(12) of the Internal
14 Revenue Code of 1954, as amended to date, said City Council
15 hereby certifies that its action in approving the transfer of
16 the City's portion of the State's 1984 State Ceiling, as in this
17 Resolution provided, has not been taken in consideration of any
18 bribe, gift, gratuity or direct or indirect contribution to any
19 political campaign.

20 PASSED, ADOPTED and APPROVED this 20th day of
21 February, 1985.

22 APPROVED:

23
24 By William H. Briare
25 WILLIAM H. BRIARE, MAYOR

26 ATTEST:

27
28 Carol Ann Hawley
29 Carol Ann Hawley, City Clerk
30
31
32

City of Las Vegas

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

0195

AGENDA DOCUMENTATION

Date: February 14, 1985

TO:

The City Council

FROM

Shay P. Quinn
CITY ATTORNEY

SUBJECT:

Amended Order and Amended Proclamation Declaring 1985 Municipal Election

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, February 6, 1985, the City Council approved an Order and Proclamation declaring the 1985 municipal election. However, the district numbers which precede the respective polling places in the Order were incorrect, which has necessitated the preparation of an Amended Order and Amended Proclamation. The documents which are before you have been amended to reflect the correct district number as it relates to each polling place.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the attached Amended Order and Amended Proclamation be approved

Agenda Item

V-B

AMENDED
PROCLAMATION DECLARING ELECTION

WHEREAS, it appears that Article 5 of the Charter of the City of Las Vegas, Nevada, requires that a primary municipal election be held on the Tuesday after the first Monday in May, 1985, and that a general municipal election be held on the Tuesday after the first Monday in June, 1985, in the City of Las Vegas, Nevada, for the nomination and election, respectively, by the registered voters of the City of a:

MUNICIPAL JUDGE, DEPT. II; and

MUNICIPAL JUDGE, DEPT. III;

and by the registered voters of the respective Wards of a:

CITY COUNCILMAN OF WARD 2; and

CITY COUNCILMAN OF WARD 4.

WHEREAS, the City Council of said City has ordered that said elections be held pursuant to said Article of said Charter at its regular meeting which was held on the 20th day of February, 1985.

NOW, THEREFORE, I, WILLIAM H. BRIARE, Mayor of the City of Las Vegas, Nevada, do hereby proclaim that there shall be a:

PRIMARY MUNICIPAL ELECTION held in the CITY OF LAS VEGAS, NEVADA, on Tuesday, the 7th day of May, 1985,

and a

GENERAL MUNICIPAL ELECTION held in the CITY OF LAS VEGAS, NEVADA, on Tuesday, the 4th day of June, 1985,

at which said general election there shall be elected by the registered voters of the City of Las Vegas a MUNICIPAL JUDGE, DEPT. II and a MUNICIPAL JUDGE, DEPT. III, and by the registered

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.....

.....

.....

1 voters of the respective Wards a CITY COUNCILMAN of Ward 2 and
2 a CITY COUNCILMAN of Ward 4.

3 IN WITNESS WHEREOF, I have set my hand and caused the
4 Seal of the City of Las Vegas, Nevada, to be affixed this 20th
5 day of February, 1985.

6 CITY OF LAS VEGAS

7
8 By William H. Briare
9 WILLIAM H. BRIARE, MAYOR

10 ATTEST:

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12 Carol A. Hawley
13 Carol Ann Hawley, City Clerk
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AMENDED
ORDER DECLARING ELECTION

WHEREAS, it appears that Article 5 of the Charter of the City of Las Vegas, Nevada, requires that a primary municipal election be held on the Tuesday after the first Monday in May, 1985, and that a general municipal election be held on the Tuesday after the first Monday in June, 1985, in the City of Las Vegas, Nevada, for the nomination and election, respectively, by the registered voters of the City of a:

MUNICIPAL JUDGE, DEPT. II; and

MUNICIPAL JUDGE, DEPT. III:

and by the registered voters of the respective Wards, of a:

CITY COUNCILMAN OF WARD 2; and

CITY COUNCILMAN OF WARD 4.

NOW THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Las Vegas, Nevada, that a:

PRIMARY MUNICIPAL ELECTION be held in the CITY OF

LAS VEGAS, NEVADA, on Tuesday, May 7, 1985,

at which election there shall be nominated by the registered voters of said City a MUNICIPAL JUDGE, DEPT. II and a MUNICIPAL JUDGE, DEPT. III, and by the registered voters of the respective Wards a CITY COUNCILMAN of Ward 2 and a CITY COUNCILMAN of Ward 4.

IT IS FURTHER ORDERED that a

GENERAL MUNICIPAL ELECTION be held in the CITY OF

LAS VEGAS, NEVADA, on Tuesday, June 4, 1985,

at which election there shall be elected by the registered voters of said City a MUNICIPAL JUDGE, DEPT. II and a MUNICIPAL JUDGE, DEPT. III, and by the registered voters of the respective Wards, a CITY COUNCILMAN of Ward 2 and a CITY COUNCILMAN of Ward 4, all of whom shall be elected and hold office for a period of four (4) years and until their respective successors are elected and qualified; and

IT IS FURTHER ORDERED that the places in said City at which the votes in said elections may be cast are hereby determined as follows:

DISTRICT	PRECINCTS	POLLING PLACE	ADDRESS
1	95, 97	REX BELL SCHOOL	2900 Wilmington Way
2	129	" " "	" " "
3	135	" " "	" " "
4	25	J.HAROLD BRINLEY JR.HIGH	2480 Maverick Street
5	127	" " " " " "	" " "
6	128	" " " " " "	" " "
7	136, 215	ED W. CLARK HIGH SCHOOL	4291 Pennwood Avenue
8	137	" " " " " "	" " "
9	33	CRESTWOOD SCHOOL	1300 Pauline Way
10	41, 150	" " "	" " "
11	70	" " "	" " "
12	133	PAUL E. CULLEY SCHOOL	1200 N. Mallard Street
13	141	" " " " "	" " " "
14	145, 188	" " " " "	" " " "
15	204	" " " " "	" " " "
16	220	JAMES H. DOWN TOWERS	5000 Alta Drive
17	5	DULA RECREATION CENTER	430 E. Bonanza Road
18	6, 13	" " " "	" " " "
19	24	IRA J. EARL SCHOOL	1463 Marion Drive
20	61	" " " " "	" " " "
21	126	" " " " "	" " " "
22	40, 91	JOHN C. FREMONT JR. HIGH	1100 E. St. Louis Ave.
23	66, 114	" " " " " "	" " " " "
24	28	FRANK F. GARSIDE JR.HIGH	300 S. Torrey Pines Dr.
25	120	" " " " " "	" " " " "
26	144	" " " " " "	" " " " "
27	73	ROBERT O. GIBSON JR.HIGH	3900 W. Washington Ave.
28	80	" " " " " "	" " " " "

	DISTRICT PRECINCTS		POLLING PLACE	ADDRESS
1				
2	29	81	ROBERT O. GIBSON JR.HIGH	3900 W. Washington Ave.
3	30	142	" " " " " "	" " " "
4	31	4, 10	ORAN GRAGSON SCHOOL	555 N. Honolulu Street
5	32	17	" " " "	" " " "
6	33	50, 214	" " " "	" " " "
7	34	122	ARCHIE GRANT PARK	1720 Searles Street
8	35	54	E. W. GRIFFITH SCHOOL	324 Essex Drive East
9	36	72	" " " "	" " " "
10	37	154	" " " "	" " " "
11	38	140	DORIS HANCOCK SCHOOL	1661 Lindell Road
12	39	170	" " " "	" " " "
13	40	179	" " " "	" " " "
14	41	14, 30	HALLIE HEWETSON SCHOOL	720 N. 20th Street
15	42	19	" " " "	" " " "
16	43	62	MABEL HOGGARD SCHOOL	950 N. Tonopah Drive
17	44	108	" " " "	" " " "
18	45	36, 111	HYDE PARK JR.HIGH SCHOOL	900 Hinson Street
19	46	37	" " " " " "	" " " "
20	47	74	" " " " " "	" " " "
21	48	20	MATT KELLY SCHOOL	1900 N. "J" Street
22	49	77	" " " "	" " " "
23	50	121	" " " "	" " " "
24	51	2	LAS VEGAS HIGH SCHOOL	900 Clark Avenue
25	52	11	" " " "	" " " "
26	53	21, 22	" " " "	" " " "
27	54	187	HARRY LEVY GARDENS	2525 W. Washington Ave.
28	55	7	MADISON SCHOOL	1030 N. "J" Street
29	56	32	" " " "	" " " "
30	57	51	ROY W. MARTIN JR.HIGH	2800 Stewart Avenue
31	58	90, 193	" " " " " "	" " " "
32	59	102	" " " " " "	" " " "

	DISTRICT PRECINCTS		POLLING PLACE	ADDRESS
1				
2	60	75	J.T. McWILLIAMS SCHOOL	1315 Hiawatha Road
3	61	78	" " " "	" " "
4	62	53, 59	JOHN F. MILLER SCHOOL	1905 Atlantic Street
5	63	12	JOHN S. PARK SCHOOL	931 Franklin Avenue
6	64	16, 44	" " " "	" " "
7	65	31	" " " "	" " "
8	66	56	VAIL PITTMAN SCHOOL	6333 Fargo Avenue
9	67	124, 147	" " " "	" " "
10	68	211, 212	" " " "	" " "
11	69	210	" " " "	" " "
12	70	101	C. C. RONNOW SCHOOL	1100 Lena Street
13	71	138	" " " "	" " "
14	72	139	" " " "	" " "
15	73	134	BERTHA B. RONZONE SCHOOL	5701 Stacey Avenue
16	74	143	" " " "	" " "
17	75	15	HELEN SMITH SCHOOL	7101 Pinedale Avenue
18	76	18, 213 218*	" " " "	" " "
19				
20	77	171	" " " "	" " "
21	78	177	" " " "	" " "
22	79	27*, 217* 219	" " " "	" " "
23				
24	80	45	SUNRISE ACRES SCHOOL	2501 Sunrise Avenue
25	81	1	R. EARLIN TOBLER SCHOOL	6510 Buckskin Avenue
26	82	9	" " " "	" " "
27	83	131	" " " "	" " "
28	84	52	TWIN LAKES SCHOOL	3300 Riverside Drive
29	85	216	" " " "	" " "
30	86	3, 63	VEGAS VERDES SCHOOL	4000 El Parque Avenue
31	87	8	" " " "	" " " "
32				

*No registration

1	DISTRICT PRECINCTS		POLLING PLACE	ADDRESS
2	88	48	VEGAS VERDES SCHOOL	4000 El Parque Avenue
3	89	110	" " "	" " " "
4	90	58	ROSE WARREN SCHOOL	6451 Brandywine Way
5	91	65	" " "	" " "
6	92	112, 113	" " "	" " "
7	93	130	" " "	" " "
8	94	38	HOWARD WASDEN SCHOOL	2831 Palomino Lane
9	95	47	" " "	" " "
10	96	88, 158	" " "	" " "
11	97	98, 99	" " "	" " "

12 DATED this 20th day of February, 1985.

13 CITY OF LAS VEGAS

14 *William H. Briare*
15 BY WILLIAM H. BRIARE, MAYOR

16
17 ATTEST:

18
19 *Carol Ann Hawley*
20 Carol Ann Hawley, City Clerk

AGENDA DOCUMENTATION

Date: February 15, 1985

0203

TO: The City Council

FROM: George F. Ogilvie
City Attorney

SUBJECT:

Proposed Settlement Re: Daisy Rawlins v. Charles Vanetti, et al.

PURPOSE/BACKGROUND

In February of 1982, a civil complaint was filed by Daisy Rawlins against Clifton Charles Vanetti, the Las Vegas Valley Water District and the City of Las Vegas to recover damages for personal injuries which she suffered when she was struck near the intersection of Las Vegas Boulevard South and St. Louis Avenue, in front of the Vegas World Hotel, by a Water District truck driven by Mr. Vanetti. The specific facts behind Ms. Rawlins' complaint are set forth in the following paragraphs.

On March 24, 1981, Ms. Rawlins was crossing Las Vegas Boulevard near the intersection of St. Louis Avenue when she was struck by a truck belonging to the Water District and driven by Mr. Vanetti. Mr. Vanetti had been stopped in the left turn lane of westbound St. Louis, waiting to turn south on Las Vegas Boulevard. When he received a left turn green arrow, he proceeded to make his turn. At the same time, Ms. Rawlins was crossing Las Vegas Boulevard, purportedly with the "Walk" signal, from west to east, having just come out of the Vegas World Hotel where she was a guest.

The basis of Ms. Rawlins' complaint against the City is her allegation that the traffic control signals at this intersection were set in such a way that a conflict existed between pedestrians crossing Las Vegas Boulevard and vehicles turning left from St. Louis onto Las Vegas Boulevard. When crossing Las Vegas Boulevard, a pedestrian would push an activator button to trigger a "Walk" signal, and this signal would appear, as Ms. Rawlins alleges, at the same time as the left turn green arrow for vehicles turning from St. Louis onto Las Vegas Boulevard was displayed.

On January 30, 1985, the attorneys for all the parties involved in this litigation met in a settlement conference in the chambers of U. S. Magistrate Philip Pro. That meeting resulted in a tentative settlement of this litigation, subject to the approval of the City Council. The tentative settlement would result in Ms. Rawlins' being paid \$20,000.00 to compensate her for her medical expenses and her pain and suffering. The insurance carrier for the Water District and Mr. Vanetti will pay \$12,000.00 of this amount, and the City, if the settlement is approved by the City Council, will pay \$8,000.00 as its share of the settlement.

FISCAL IMPACT

The \$8,000.00 will be provided by the Self Insurance Retention Trust.

RECOMMENDATIONS

It is recommended that the City approve the proposed settlement as aforesaid and authorize the City Attorney's Office to proceed.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

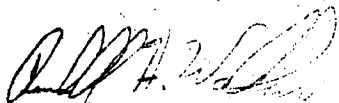
AGENDA*City of Las Vegas*0204
February 20, 1985

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

ITEM	Council Action	Department Action
<u>VI. REPORTS FROM RECOMMENDING COMMITTEES</u>		
1131 A. BILL NO. 85-3 - REPEALS PROHIBITION AGAINST CHARITABLE SOLICITATION BY TELEPHONE AND REQUIRES THAT PERSONS CONDUCTING SUCH SOLICITATIONS IDENTIFY THEMSELVES IN FIRST 30 SECONDS OF ANY SOLICITATION. <u>Committee: Councilmen Levy and Nolen</u> First Publication: Review-Journal - 1/30/85 <u>Committee Recommendation:</u> Adoption at the 2/20/85 City Council meeting.	Levy - Second Reading and Bill ADOPTED. Unanimous (Nolen excused)	Clerk to proceed with second publication
B. BILL NO. 85-4 - PROVIDES FOR THE TEMPORARY POSTING OF REDUCED SPEED LIMITS OR REDIRECTION OF THE FLOW OF TRAFFIC IN CONSTRUCTION ZONES. <u>Committee: Councilmen Lurie and Levy</u> First Publication: Review-Journal, 2/21/85 <u>Committee Recommendation:</u> Adoption at the 3/6/85 City Council meeting.	Recommendation Noted	3/6/85 Agenda

APPROVED AGENDA ITEM



copy of last year
CITY COUNCIL MINUTES - FEBRUARY 20, 1985
AGENDA DOCUMENTATION

Date: January 8, 1985

TO:
The City Council

FROM: *Robert Yeargin*
Robert Yeargin
Deputy City Attorney

0205

SUBJECT: Bill No. 85-3 Repeals prohibition against charitable solicitation by telephone and requires that persons conducting such solicitations identify themselves in first 30 seconds of any solicitation.

PURPOSE/BACKGROUND

In response to a citizen request, the City Attorney's Office has offered the opinion that the current prohibition in LVMC §6.22.150 against charitable solicitations by telephone is unconstitutional. The portion of this ordinance repealing that section of the Municipal Code would correct that problem. In its place, a new section would require any person who makes charitable solicitations on the telephone to provide certain information within the first 30 seconds of a telephone call. Specifically, the solicitor would have to identify himself by his full name, his business affiliation if he is a professional promoter as defined by the Code, and the charitable organization that benefits from the solicitation.

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 - A.

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0206

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 23rd day of January, 1985, at the hour of 10Am there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 3Pm on Monday, January 28th, 1985, in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Boards 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

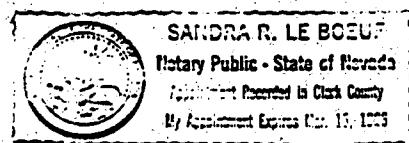
City Clerk Ogier
DEPARTMENT

Subscribed and sworn to before me this

23rd day of January, 1985

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County and State

My Commission expires: 3-15-86



AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0207

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

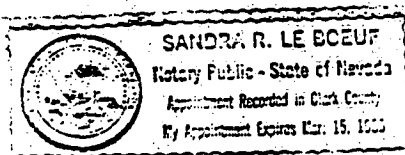
Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 23rd day of January, 1985, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 3 PM, on Monday, January 28th, 1985 in the City Manager's Conference Room, City Hall, 400 East Stewart Avenue, 10th Floor, Las Vegas, Nevada; of which the attached is a true and correct copy, was deposited in the United States Mail, Postage Prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Joanne Perry
SIGNATURE (an employee in the Office
of the City Clerk)

Subscribed and sworn to before me this

23rd day of January, 1985

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

My Commission expires: 3-15-86.

January 16, 1985

NOTICE

0208

The following Bill proposed for adoption by the City Council of the City of Las Vegas and other matters as set forth below will be the subject of PUBLIC COMMENT before their respective committees at the hour of 3:00 P.M., Monday, January 28, 1985, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. DISCUSSION ON A RESOLUTION ENDORSING PROPOSED LEGISLATION BY THE CLARK COUNTY LIBRARY DISTRICT TO INCLUDE THE CITY OF LAS VEGAS IN THE LIBRARY DISTRICT AND TO RENAME THE DISTRICT THE LAS VEGAS LIBRARY DISTRICT.
Committee: Mayor Briare, Councilmen Levy and Lurie
- B. DISCUSSION OF COOPERATIVE AGREEMENT BETWEEN CITY AND LAS VEGAS VALLEY WATER DISTRICT -- REIMBURSEMENT BY CITY OF WATER DISTRICT'S FUTURE RELOCATION COSTS OF LAKES AT WEST SAHARA'S WATER LINE.
Committee: Mayor Briare, Councilmen Lurie, Levy, Nolen and Bunker
- C. DISCUSSION CONCERNING THE DISPOSITION OF CITY PROPERTY COMMONLY KNOWN AS THE OIC BUILDING, 1000 "D" STREET.
Real Estate Committee: Councilmen Levy and Nolen
- D. BILL NO. 85-3 -- REPEALS PROHIBITION AGAINST CHARITABLE SOLICITATION BY TELEPHONE AND REQUIRES THAT PERSONS CONDUCTING SUCH SOLICITATIONS IDENTIFY THEMSELVES IN FIRST 30 SECONDS OF ANY SOLICITATION.
Committee: Councilmen Levy and Nolen

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

INTER-OFFICE MEMORANDUM

January 29, 1985

TO: FILE	FROM: SANDRA R. LEBOEUF DEPUTY CITY CLERK <i>SL</i>
SUBJECT: Recommending Committees Meeting January 28, 1985	COPIES TO: 2/6/85 & 2/20/85 Council Books City Attorney Director, Business Activity Director, Design & Development

MEETING HELD:

Monday, January 28, 1985, 10th Floor, City Manager's Conference Room, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting began at 3:10 P.M. and adjourned at 5:00 P.M.

ATTENDANCE:

Mayor William Briare
Councilman Ron Lurie
Councilman Al Levy
Councilman Bob Nolen
Councilman W. Wayne Bunker
City Manager Ashley Hall
City Attorney George Ogilvie
Don Saylor, Special Projects Manager
City Engineer Carl Malone
Jerry Cahill, Director, Business Activity
Richard Blue, Executive Assistant to City Manager
Deputy City Clerk Sandra R. LeBoeuf
Deputy City Clerk Linda M. Owens
Cliff Garland, NIAT (NAACP)
Russell L. Harvey, NIAT (Minority Input Committee)
Gary Brown Coleman, Nevada Black Chamber of Commerce
William McGarry, Urban League
Jim Chachas, Clark County
Marion Bennett, OIC
Wesley Kirk, OIC
Jesse D. Scott, NAACP
Helena Fallmer, Discovery Project
Mark Gtratos, Discovery Project
Danny Lee, Clark County Library District
Stan Colton, Clark County Library District
Vicki Newell, Representative of Senator Chic Hecht
Leonard Mason, Urban League
Larry Werner, Review-Journal
R. Hunsaker, NIAT (VIS)
John Thompson, NLCC/New Life Community Center
Moya DePonzo, Director of Food Bank
Mr. Hunsberger, Director of Libraries

Recommending Committees Meeting

January 28, 1985

Page 2

0210

- A. DISCUSSION ON A RESOLUTION ENDORSING PROPOSED LEGISLATION BY THE CLARK COUNTY LIBRARY DISTRICT TO INCLUDE THE CITY OF LAS VEGAS IN THE LIBRARY DISTRICT AND TO RENAME THE DISTRICT THE LAS VEGAS LIBRARY DISTRICT.

Committee: Mayor Briare, Councilmen Levy and Lurie

The Committee recommended that the item be put back on the Administrative Agenda on the February 6th meeting to be heard at 10:30 A.M. and the City Manager to supply the answers to questions raised at the Recommending Committee meeting. (NOTE: A VERBATIM TRANSCRIPT IS ATTACHED)

- B. DISCUSSION OF COOPERATIVE AGREEMENT BETWEEN CITY AND LAS VEGAS VALLEY WATER DISTRICT -- REIMBURSEMENT BY CITY OF WATER DISTRICT'S FUTURE RELOCATION COSTS OF LAKES AT WEST SAHARA'S WATER LINE.

Committee: Mayor Briare, Councilmen Lurie, Levy, Nolen and Bunker

Patrick Pine, Las Vegas Valley Water District, requested that this item be withdrawn.

- C. DISCUSSION CONCERNING THE DISPOSITION OF CITY PROPERTY COMMONLY KNOWN AS THE OIC BUILDING, 1000 "D" STREET.

Committee: Councilmen Levy and Nolen

Mayor Briare and Councilmen Lurie and Bunker were excused from the remainder of the meeting.

Presentations were made by the following persons:

Wesley Kirk, OIC
Jesse Scott, NAACP
William McGarry, Urban League
Gary Coleman, Black Chamber of Commerce
John Thompson, New Life Community Center
Russell Harvey, Minority Input Committee
Cliff Garland, NAACP
Moya DePonzo, Director of Community Food Bank
Leonard Mason, Urban League

The Committee recommended action to be deferred until termination of OIC lease on April 3, 1985. OIC is to submit an insurance binder to the City. The City is to review and approve any cost sharing plans OIC may have in subletting the premises. Charitable organizations are to submit to the City the minimum square footage they would need for their programs so the City can assist them in obtaining leasable space elsewhere in the city.

Recommending Committees Meeting

January 28, 1985

Page 3

0211

- D. BILL NO. 85-3 - REPEALS PROHIBITION AGAINST CHARITABLE SOLICITATION BY TELEPHONE AND REQUIRES THAT PERSONS CONDUCTING SUCH SOLICITATIONS IDENTIFY THEMSELVES IN FIRST 30 SECONDS OF ANY SOLICITATION.
-

Committee: Councilmen Levy and Nolen

No one appeared in opposition. The Committee recommended adoption of this Bill at the 2/20/85 City Council meeting.

February 20, 1985

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- C. BILL NO. 85-5 - ADDS SEVERAL VOTING PRECINCT DESIGNATIONS TO THE VARIOUS CITY COUNCIL WARDS
Committee: Councilmen Levy and Bunker

First Publication: Review-Journal, 2/21/85

Committee Recommendation:

Adoption at the 3/6/85 City Council meeting.

Recommendation
Noted

3/6/85 Agenda

- D. BILL NO. 85-6 - REQUIRES ANIMAL-DRAWN VEHICLE BUSINESSES TO MEET CERTAIN REQUIREMENTS IN ORDER TO BE LICENSED AND IMPOSES VARIOUS HUMANE REQUIREMENTS IN THE USE OF SUCH ANIMALS IN THE CONDUCT OF SUCH A BUSINESS.

Committee: Councilmen Levy and Bunker

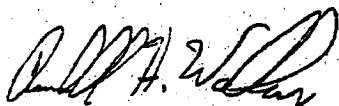
Committee Recommendation:

Abeyance until the 3/4/85 Recommending Committee meeting.

Recommendation
Noted

3/4/85 Recommending
Committee Meeting
Agenda

APPROVED AGENDA ITEM



City of Las Vegas

COUNCIL MINUTES - FEBRUARY 20, 1985

AGENDA DOCUMENTATION

Date: January 30, 1985

TO:
The City Council

FROM:
DEPUTY CITY ATTORNEY

0213

SUBJECT: Bill No. 85-6 -- Requires animal-drawn vehicle businesses to meet certain requirements in order to be licensed and imposes various humane requirements in the use of such animals in the conduct of such a business

PURPOSE/BACKGROUND

Recently, the City of Las Vegas has received various business license applications to operate animal-drawn vehicles in the downtown area of Las Vegas. In previous years, it was thought that businesses of this nature were subject to the control and regulation of the Public Service Commission for the State of Nevada. However, in an opinion dated February 16, 1984, the Attorney General's Office has concluded that animal-drawn vehicles are subject to licensing by the local governmental entity, not the Public Service Commission.

The attached ordinance embodies specific regulations dealing with the licensing and operation of these businesses. The ordinance imposes various requirements concerning the humane treatment of the animals utilized in the business, as well as providing for the sanitary disposal of animal excrement. All operational routes in the City must be approved by the City Traffic Engineer after review by the Traffic and Parking Commission.

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-D.

0214

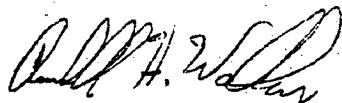
February 20, 1985

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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
<u>VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)</u>		
E. BILL NO. 85-7 - PERMITS APPROVAL OF FINAL SUBDIVISION MAPS PRIOR TO FULL COMPLIANCE WITH SUBDIVISION ORDINANCE. <u>Committee: Councilmen Lurie and Levy</u> First Publication: Review-Journal, 2/21/85 <u>Committee Recommendation:</u> Adoption at the 3/6/85 City Council meeting.	Recommendation Noted	3/6/85 Agenda
F. BILL NO. 85-8 - INCREASES SALARY OF MUNICIPAL COURT JUDGES <u>Committee: Councilmen Levy and Nolen</u> First Publication: Review-Journal, 2/21/85 <u>Committee Recommendation:</u> Adoption at the 3/6/85 City Council meeting.	Recommendation Noted	3/6/85 Agenda

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*0215
February 20, 1985

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

ITEM

Council Action

Department Action

VII. BOARDS AND COMMISSIONS1132 A. LAS VEGAS METROPOLITAN BEAUTIFICATION
COMMITTEE - 3-Year Term

1. Fill vacancy of term expiring 10/3/85
previously held by Joe Guski.
2. Fill vacancy of term expiring 1/20/86
previously held by Tom Hantges.

Levy -
Motion to appoint
John O'Connell,
2215 Poplar,
Las Vegas 89101,
Gilda Castellini,
1405 E. Vegas Valley
Dr., #233
Las Vegas 89109
carried unanimously
(Nolen excused)

Clerk to notify

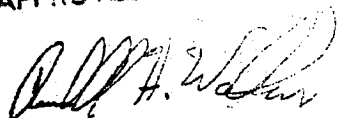
1132 B. SENIOR CITIZENS ADVISORY BOARD
3-Year Term

1. Dr. Alexander Witkow - Term Expires
3/3/85
2. George Albright - Term Expires 3/3/85
3. Angie Hauptman - Term Expires 3/3/85
4. Fay Colen - Term Expires 3/3/85

Lurie -
Motion to reappoint
Dr. Witkow and
George Albright and
to appoint
Patti Hoganson
3767 Territory
Las Vegas, 89121,
Albert O'Neal
6805 White Sands
Las Vegas, 89128
carried unanimously
(Nolen excused)

Clerk to notify

APPROVED AGENDA ITEM



Las Vegas

0216

Metropolitan Beautification Committee

An Advisory Board to the City & County Commissioners on Area Beauty

Chairperson: Tom Rubidoux

February 8, 1985

Carol Ann Hawley
City Clerk

Subject: Vacancies on the Las Vegas Beautification Metropolitan
Committee

Tom Hantges whose term expires on 1/20/86 has not attended a meeting in over a year. We have tried unsuccessfully to reach him by mail and phone. It seems he has moved as his mail is returned marked addressee unknown. We have a recommendation from the Jaycees for John O'Connell, 2215 Poplar, Las Vegas 89101 to serve on the Committee.

Joe Guski whose term expires on 10/3/85 has resigned. We have a representative from the League of Women Voters, Gilda Castellini, 1405 E. Vegas Valley Dr., #233, Las Vegas 89109, who would like to serve on the Committee.

The Beautification Committee would like to recommend these people to serve on the Committee.

Tom Rubidoux,
Chairman

TR/sl

VII.A.

Allied Arts Council
American Institute of Architects
Chamber of Commerce
Citizens-at-Large
Cooperative Extension Service

Federation of Garden Clubs
Jaycees
Junior League of Las Vegas
Las Vegas Rotary Club

League of Women Voters
Mesquite Club
Nevada Federation of
Women's Clubs

Nevada Sign Association
Southern Nevada Home Builders Assn.
Westside Community
Development Commission
Youth for Community Pride

INTER-OFFICE MEMORANDUM

TO:

CAROL HAWLEY, CITY CLERK
OFFICE OF THE CITY CLERK

FROM:

CHRIS J. STANFILL, DIRECTOR
PARKS, RECREATION & SENIOR CITIZEN
ACTIVITIES

SUBJECT:

APPOINTMENTS TO THE SENIOR CITIZENS'
ADVISORY BOARD

COPIES TO:

ROBERT LIGHT, ADMINISTRATOR
SENIOR CENTERS

The following names are respectfully submitted for consideration as appointees to fill terms on the Senior Citizens' Advisory Board:

Dr. Alexander Witkow - reappointment for second full term

George Albright - reappointment for first full term
(currently finishing an unexpired term)

Jewel McKay - appointment to fill the remainder of
Tom Bowling's term

Patti Hoganson - appointment to full term (see attached)

Albert O'Neil - appointment to full term (see attached)

Identification of nominee to fill Nick Orsino's term is pending.

If you should have any questions regarding this matter, please feel free to call on me.

CJS:clj

PATTI HOGANSON

Currently, Ms. Hoganson is Chief Administrative Assistant to Lt. Governor Cashell, Las Vegas office;
Pioneer Hotel Casino management - 9 years;
Harrah's - 14 years (first female department head;
Hostessed Governor O'Callahan's inaugural ball and luncheon;
Hostessed National Governors' Conference in Lake Tahoe, 1973;
Hostessed Lt. Governors' Conference in Lake Tahoe, 1984;
Member of following organizations: Hadassah (1st Vice President);
Star Auxiliary; Latin Chamber of Commerce; Black Chamber of Commerce;
Greater Las Vegas Chamber of Commerce; Women's Council of Las Vegas
Chamber of Commerce; March of Dimes; Red Cross; Opportunity Village
(board member); Lulac (Hispanic organization); out of 3,000 applicants,
was one of 250 chosen to participate in Governor's Committee on Excellence in Education.

ALBERT O'NEIL

Currently (and for past 14 months) Director of Consumer Affairs for Southwest Gas;
Boulder Dam Area Council, Field Director - 13 years;
Member of following: Las Vegas SW Rotary Club; Las Vegas Black Chamber of Commerce; Las Vegas Chamber of Commerce; Ex-officio member North Las Vegas Chamber of Commerce; Boy Scouts of America (Outdoor Committee); O.E.D.P. (Economic Development Committee); 5 year veteran U.S. Air Force.

JEWEL MCKAY

Senior;
Former school teacher and UNLV Registrar;
Served on the Advisory Board from 1979 to 1984. Reappointed to a second term in spring of 1983 - resigned in September of 1984 to devote full time to the care of her husband, Harold, who died of cancer in January;
Jewel was one of the most active and productive members of the Advisory Board, and her reappointment to fill the remainder of Tom Bowling's term would be a real asset.

Reappointment to a second full term: Dr. Alexander Witkow, M.D.

Reappointment to a first full term: George Albright

TREE SERVICE
FIREWOOD

0219
TRANSPLANTING
LANDSCAPING

JOE GUSKI TREE SERVICE

2626 Russell Avenue
Las Vegas, Nevada 89104
385-2990



January 21, 1985

Dear Mr. Mayor

Please accept my resignation, effective immediately, as a member of the Las Vegas Metropolitan Beautification Committee.

As you know I have retired and I am no longer active in the business, along with other personal reasons I feel it would be better for the committee and myself if I resign.

I have enjoyed serving on this committee very much and wish you continued success.

Sincerely,

Joe Guski
Joe Guski

1/21
PLS XEROX AND
DISTRIBUTE TO
COUNCILMEN AND
CITY MANAGER.

1/22
cc: Hal Lester
City Clerk

League of Women Voters of Las Vegas Valley

February 6, 1985

Mr. Tom Rubidoux, Chairman
Beautification Committee
c/o City Clerk's Office
10th Floor
400 E. Stewart
Las Vegas, Nevada 89101

Dear Mr. Rubidoux:

The League of Women Voters, during its twenty years in the Las Vegas Valley, has always been interested in beautification.

In line with our stated purpose of "informed and active participation in government", we would like to propose Gilda Castellini, a League member with experience both here and in other states, and a strong concern for beautification, as a member of your committee.

Sincerely,

Margaret L. Quinn
Margaret L. Quinn,
President

AGENDA*City of Las Vegas*

February 20, 1985

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

ITEM Council Action Department Action

VII. BOARDS AND COMMISSIONS (Cont'd)C. BOARD OF ZONING ADJUSTMENT
5-Year Term

1. Robert G. Giles - Term Expires 3/3/85

ABEYANCE

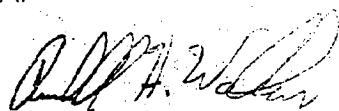
3/6/85 Agenda

D. DISCUSSION AND POSSIBLE APPOINTMENT OF AN
ALTERNATE MEMBER TO THE CLARK COUNTY A-95
CLEARINGHOUSE COUNCILMayor appointed
Councilman Bob Nolen
to serve as alter-
nate.

Clerk to notify

MORNING SESSION RECESSED AT 11:35 A.M.

APPROVED AGENDA ITEM



INTER-OFFICE MEMORANDUM

February 14, 1985

TO:

CAROL ANN HAWLEY
CITY CLERK

FROM:

HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

SUBJECT:

EXPIRING TERM OF ROBERT GILES -
BOARD OF ZONING ADJUSTMENT

COPIES TO:

The current term of Robert Giles will expire on March 3, 1985. He has been contacted to determine if he wishes to be reappointed for another term. He has indicated he does not wish to be reappointed.

HPF:lm

VII. C.

AGENDA*City of Las Vegas*

0223

February 20, 1985

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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

N
O
N
E

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February 20, 1985

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AGENDA*City of Las Vegas*

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

ITEM

Council Action

Department Action

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

A. PUBLIC HEARING on the improvements of a certain street and parts thereof and proposed assessments within the proposed Las Vegas, Nevada, SPECIAL IMPROVEMENT DISTRICT NO. 452.

Location: On both sides of Smoke Ranch Road from Tucumcari Drive to Rancho Drive, and on the east side of Jones to a point approximately 410' north of Smoke Ranch Road.

Improvements: Include the installation of an 8' pavement section, standard concrete sidewalks, standard "L" type curb and gutter, street lighting, standard commercial driveway approaches, standard residential driveway approaches and sewer laterals.

Lurie -
APPROVED
Unanimous
(Nolen excused)

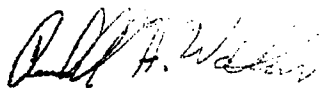
(NOTE: VERBATIM
TRANSCRIPT MADE PART
OF FINAL MINUTES)

Staff to proceed
Carl Malone and
Nancy Payan appear

Dennis Seeberg,
Clark County
Public Works,
appeared

Ruby Madson
appeared

APPROVED



1 NOTICE OF HEARING ON THE IMPROVEMENT OF CERTAIN STREETS AND ALLEYS
2 AND PARTS THEREOF, AND PROPOSED ASSESSMENTS WITHIN THE PROPOSED
3 LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 452.

4 NOTICE IS HEREBY GIVEN to the property owners within
5 the proposed Las Vegas, Nevada, Special Improvement District
6 No. 452 and to all other interested persons that:

7 The City Council of the City of Las Vegas, Nevada,
8 has provisionally ordered that certain improvements be installed
9 along certain streets within those certain areas of said City
10 hereinafter more specifically described as follows:

11 ASSESSMENT UNIT NO. 1 (Street Improvements)

12 The improvement for which the assessment shall be levied
13 shall consist of the installation of a pavement section 8 feet
14 in width, in conjunction with the installation of other street
15 improvements consisting of 4 driving lanes, medians, left hand
16 turn lanes and drainage facilities to be paid for other than by
17 the levy of assessments, along those certain streets and portions
18 thereof, within said City, and more particularly described as
19 follows:

20 SMOKE RANCH ROAD (100 feet wide): Along both sides thereof
21 from Tucumcari Drive to Rancho Drive.

22 JONES BOULEVARD (100 feet wide): Along the east side thereof
23 from Smoke Ranch Road northerly to a point 410 feet, more or less,
24 north of the center line of Smoke Ranch Road.

25 ASSESSMENT UNIT NO. 2 (Sidewalks)

26 The improvement for which the assessment shall be levied
27 shall consist of the installation of standard sidewalks (6 feet
28 in width along Smoke Ranch Road and 5 feet in width along Jones
29 Boulevard), in conjunction with the installation of other street
30 improvements consisting of 4 driving lanes, medians, left hand
31 turn lanes and drainage facilities to be paid for other than by
32 the levy of assessments, along those certain streets and portions
thereof, within said City, and more particularly described as

1 follows:

2 SMOKE RANCH ROAD (100 feet wide): Along both sides thereof
3 from Tucumcari Drive to Rancho Drive.

4 JONES BOULEVARD (100 feet wide): Along the east side thereof
5 from Smoke Ranch Road northerly to a point 410 feet, more or less,
6 north of the center line of Smoke Ranch Road.

7 ASSESSMENT UNIT NO. 3 (Curbs and Gutters)

8 The improvement for which the assessment shall be levied
9 shall consist of the installation of standard "L" type curbs
10 and gutters, in conjunction with the installation of other street
11 improvements consisting of 4 driving lanes, medians, left hand
12 turn lanes and drainage facilities to be paid for other than by
13 the levy of assessments, along those certain streets and portions
14 thereof, within said City, and more particularly described as
15 follows:

16 SMOKE RANCH ROAD (100 feet wide): Along both sides thereof
17 from Tucumcari Drive to Rancho Drive.

18 JONES BOULEVARD (100 feet wide): Along the east side thereof
19 from Smoke Ranch Road northerly to a point 410 feet, more or less,
20 north of the center line of Smoke Ranch Road.

21 ASSESSMENT UNIT NO. 4 (Street Lighting)

22 The improvement for which the assessment shall be levied
23 shall consist of the installation of street lights and appurte-
24 nances, in conjunction with the installation of other street
25 improvements consisting of 4 driving lanes, medians, left hand
26 turn lanes and drainage facilities to be paid for other than by
27 the levy of assessments, along those certain streets and portions
28 thereof, within said City, and more particularly described as
29 follows:

30 SMOKE RANCH ROAD (100 feet wide): Along both sides thereof
31 from Tucumcari Drive to Rancho Drive.

32 JONES BOULEVARD (100 feet wide): Along the east side thereof
from Smoke Ranch Road northerly to a point 410 feet, more or less,
north of the center line of Smoke Ranch Road.

ASSESSMENT UNIT NO. 5 (Commercial Driveway Approaches)

The improvement for which the assessment shall be levied shall consist of the installation of standard commercial driveway approaches, in conjunction with the installation of other street improvements consisting of 4 driving lanes, medians, left hand turn lanes and drainage facilities to be paid for other than by the levy of assessments, along those certain streets and portions thereof, within said City, and more particularly described as follows:

SMOKE RANCH ROAD (100 feet wide): Along both sides thereof from Tucumcari Drive to Rancho Drive.

JONES BOULEVARD (100 feet wide): Along the east side thereof from Smoke Ranch Road northerly to a point 410 feet, more or less, north of the center line of Smoke Ranch Road.

ASSESSMENT UNIT NO. 6 (Residential Driveway Approaches)

The improvement for which the assessment shall be levied shall consist of the installation of standard residential driveway approaches, in conjunction with the installation of other street improvements consisting of 4 driving lanes, medians, left hand turn lanes and drainage facilities to be paid for other than by the levy of assessments, along those certain streets and portions thereof, within said City, and more particularly described as follows:

SMOKE RANCH ROAD (100 feet wide): Along both sides thereof from Tucumcari Drive to Rancho Drive.

JONES BOULEVARD (100 feet wide): Along the east side thereof from Smoke Ranch Road northerly to a point 410 feet, more or less, north of the center line of Smoke Ranch Road.

ASSESSMENT UNIT NO. 7 (Sanitary Sewer Laterals)

The improvement for which the assessment shall be levied shall consist of the installation of sanitary sewer laterals, in conjunction with the installation of other street improvements consisting of 4 driving lanes, medians, left hand turn lanes and drainage facilities to be paid for other than by the levy of

1 extending from the existing sanitary sewer collection lines to
2 the front property lines of the properties along those certain
3 streets and portions thereof, within said City, and more par-
4 ticularly described as follows:

5 SMOKE RANCH ROAD (100 feet wide): Along both sides thereof
6 from Tucumcari Drive to Rancho Drive.

7 JONES BOULEVARD (100 feet wide): Along the east side thereof
8 from Smoke Ranch Road northerly to a point 410 feet, more or less,
9 north of the center line of Smoke Ranch Road.

10 Except as shown on the plans and specifications as
11 filed in the Office of the City Clerk of said City, the improve-
12 ments are more particularly described as follows:

13 ASSESSMENT UNIT NO. 1

14 The street paving shall be limited to an 8 foot paved
15 section along both sides of Smoke Ranch Road and along the east
16 side of Jones Boulevard and shall consist of 3/4ths of an inch of
17 open grade pavement, 5 inches of bituminous surface (including
18 bituminous tack seal) and 14 inches of Type II aggregate base
19 (along Smoke Ranch Road) and 3/4ths of an inch of open grade
20 pavement, 5 inches of bituminous surface (including bituminous
21 tack seal) and 14 inches of Type II aggregate base (including
22 bituminous prime coat) (along Jones Boulevard); together with the
23 installation, removal and relocation of any and all utilities and
24 any and all appurtenances which are deemed necessary to complete
25 same, as more particularly shown by the plats, diagrams and
26 plans of the work and of the locality to be improved to be filed
27 with said City Clerk.

28 ASSESSMENT UNIT NO. 2

29 The sidewalks shall be 6 feet wide and consist of
30 4 inch concrete slabs over a 4 inch minimum Type II gravel base
31 (along Smoke Ranch Road) and 5 feet wide and consist of 4 inch
32 concrete slabs over a 4 inch minimum Type II gravel base (along
Jones Boulevard); together with the installation, removal and

1 relocation of any and all utilities and any and all appurtenances
2 which are deemed necessary to complete same, as more particularly
3 shown by the plats, diagrams and plans of the work and of the
4 locality to be improved to be filed with said City Clerk.

5 ASSESSMENT UNIT NO. 3

6 The curbs and gutters shall be standard Portland Cement
7 "L" type; together with the installation, removal and relocation
8 of any and all utilities and any and all appurtenances which are
9 deemed necessary to complete same, as more particularly shown on
10 by the plats, diagrams and plans of the work and of the locality
11 to be improved to be filed with said City Clerk.

12 ASSESSMENT UNIT NO. 4

13 The street lighting system shall consist of 250 watt
14 high pressure sodium vapor luminaires, steel lighting standards
15 on concrete bases and underground circuits; together with the
16 installation, removal and relocation of any and all utilities and
17 any and all appurtenances which are deemed necessary to complete
18 same, as more particularly shown by plats, diagrams and plans of
19 the work and of the locality to be improved to be filed with said
20 City Clerk.

21 ASSESSMENT UNIT NO. 5

22 The driveway approaches shall be 6 inch concrete slabs
23 over an 8 inch minimum Type II gravel base, reinforced with #3
24 rebar; together with the installation, removal and relocation of
25 any and all utilities and any and all appurtenances which are
26 deemed necessary to complete same, as more particularly shown by
27 the plats, diagrams and plans of the work and of the locality to
28 be improved to be filed with said City Clerk.

29 ASSESSMENT UNIT NO. 6

30 The driveway approaches shall be 6 inch concrete slabs
31 over an 8 inch minimum Type II gravel base; together with the
32 installation, removal and relocation of any and all utilities and

1 any and all appurtenances which are deemed necessary to complete
 2 same, as more particularly shown by the plats, diagrams and plans
 3 of the work and of the locality to be improved to be filed with
 4 said City Clerk.

5 ASSESSMENT UNIT NO. 7

6 The sanitary sewer laterals shall consist of 4 inch to
 7 8 inch, as requested by the owners of the respective lots or
 8 parcels of property, polyvinyl chloride sewer laterals from the
 9 existing collection lines to the front property lines; together
 10 with the installation, removal and relocation of any and all
 11 utilities and any and all appurtenances which are deemed
 12 necessary to complete same, as more particularly shown by the
 13 plats, diagrams and plans of the work and of the locality to be
 14 improved to be filed with said City Clerk.

15 All of the plats, diagrams and plans on file in the
 16 Office of said City Clerk with respect to said described assess-
 17 ment units are deemed by the City Engineer of said City and by
 18 said City to be essential to the construction of said improvements.

19 It is estimated that the estimated total cost of said
 20 improvements, to wit, \$3,485,663.28, of which an estimated
 21 \$226,823.94 shall be assessed against the lots and parcels of
 22 property benefitted by said improvements, shall be apportioned as
 23 follows:

24	<u>Assessment Unit No.</u>	<u>Total Cost</u>	<u>Estimated Amount of</u> <u>Special Assessments</u>
25	I	\$ 66,826.10	\$ 66,826.10
26	II	29,475.37	29,475.37
	III	39,185.45	39,185.45
27	IV	80,021.70	80,021.70
	V	3,455.14	3,455.14
28	VI	497.92	497.92
	VII	7,362.26	7,362.26
29	Other Street Work	3,258.839.34	-0-
30	TOTALS	\$3,485.663.28	\$226,823.94

31 The amounts to be assessed shall be made upon all lots
 32 and parcels of property benefitted proportionately to the benefits

1 received and shall be assessed against the property abutting said
2 improvements on the following bases:

3 ASSESSMENT UNIT NO. 1 (Street Improvements)

4 Such estimates shall be computed on a front foot
5 basis, i.e., on the basis that each lot or parcel of property
6 to be assessed in the assessment unit shall be assessed a
7 portion of the aggregate dollar amount being levied against the
8 entire assessment unit in the proportion that the frontage of
9 said lot or parcel which abuts the improvement bears to the
10 frontage of all assessable property abutting the improvement
11 in the assessment unit. The cost of paving street intersections
12 shall be included in the total costs being levied against the
13 assessment unit and shall be assessed against each lot or parcel
14 of property within the assessment unit on the aforesaid front foot
15 basis.

16 ASSESSMENT UNIT NO. 2 (Sidewalks)

17 Such estimates shall be computed on a front foot basis,
18 i.e., on the basis that each lot or parcel of property to be
19 assessed in the assessment unit shall be assessed a portion of
20 the aggregate dollar amount being levied against the entire
21 assessment unit in the proportion that the frontage of said
22 lot or parcel which abuts the improvement bears to the frontage
23 of all assessable property abutting the improvement in the
24 assessment unit.

25 ASSESSMENT UNIT NO. 3 (Curbs and Gutters)

26 Such estimates shall be computed on a front foot
27 basis, i.e., on the basis that each lot or parcel of property
28 to be assessed in the assessment unit shall be assessed a
29 portion of the aggregate dollar amount being levied against the
30 entire assessment unit in the proportion that the frontage of
31 said lot or parcel which abuts the improvement bears to the
32 frontage of all assessable property abutting the improvement

1 in the assessment unit.

2 ASSESSMENT UNIT NO. 4 (Street Lighting)

3 Such estimates shall be computed on an area basis,
4 i.e., on the basis that each lot or parcel of property to be
5 assessed in the assessment unit shall be assessed a portion of
6 the aggregate dollar amount being levied against the entire
7 assessment unit in the proportion that the area of said lot or
8 parcel which abuts the improvement bears to the area of all
9 assessable property abutting the improvement in the assessment
10 unit; provided, however, that the depth of a lot or parcel in
11 excess of 150 feet from the frontage facing the improvement shall
12 not be considered in computing the area of such lot or parcel.

13 ASSESSMENT UNIT NO. 5 (Commercial Driveway Approaches)

14 Such estimates shall be computed on the basis that each
15 lot or parcel of property to be assessed in the assessment unit
16 shall be assessed a portion of the aggregate dollar amount being
17 levied against the entire assessment unit in the proportion
18 that the number, length and width of the driveway approaches
19 installed to serve said lot or parcel bears to the total number
20 and aggregate length and width of all of the driveway approaches
21 installed to serve all assessable property in the assessment unit.

22 ASSESSMENT UNIT NO. 6 (Residential Driveway Approaches)

23 Such estimates shall be computed on the basis that each
24 lot or parcel of property to be assessed in the assessment unit
25 shall be assessed a portion of the aggregate dollar amount being
26 levied against the entire assessment unit in the proportion
27 that the number, length and width of the driveway approaches
28 installed to serve said lot or parcel bears to the total number
29 and aggregate length and width of all of the driveway approaches
30 installed to serve all assessable property in the assessment unit.

31 ASSESSMENT UNIT NO. 7 (Sanitary Sewer Laterals)

32 Such estimates shall be computed on the basis that

1 each lot or parcel of property to be assessed in the assessment
2 unit shall be assessed a portion of the aggregate dollar amount
3 being levied against the entire assessment unit in the proportion
4 that the number, length and size of the sewer laterals installed
5 to serve said lot or parcel bears to the total number and aggregate
6 length and size of all of the sewer laterals installed to serve
7 all assessable property in the assessment unit.

8 In each assessment unit, an equitable adjustment will
9 be made for any assessment levied against any irregular lot or
10 parcel, so that the assessments according to benefits are equal
11 and uniform. The portion of the costs to be assessed against,
12 and the maximum amount of benefits estimated to be conferred
13 upon, each lot or parcel of property shall be as stated in the
14 aforesaid assessment plat.

15 Regardless of the basis used for apportioning the
16 assessments, in the case of a wedge, "V" or other irregularly
17 shaped lot or parcel, the amount apportioned thereto shall be
18 in proportion to the special benefits derived thereby.

19 The areas to be assessed within the respective assess-
20 ment units which said City Council proposes to so have improved
21 are as follows:

22 ASSESSMENT UNIT NO. 1

23 Each lot or parcel of property lying and being situate
24 in the City of Las Vegas, County of Clark, State of Nevada, and
25 being portions of the South Half (S 1/2) of Sections 13 and 14,
26 T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18,
27 T.20.S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23
28 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of
29 Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or
30 portions thereof, described as follows:

31 SMOKE RANCH ROAD: Along both sides thereof from the
32 east right of way line of Tucumcari Drive easterly to the west
right of way line of Rancho Drive.

0234

1 JONES BOULEVARD: Along the east side thereof from
2 the north right of way line of Smoke Ranch Road northerly to a
3 point 360 feet, more or less, north of the north right of way
4 line of Smoke Ranch Road.

5 ASSESSMENT UNIT NO. 2

6 Each lot or parcel of property lying and being situate
7 in the City of Las Vegas, County of Clark, State of Nevada, and
8 being portions of the South Half (S 1/2) of Sections 13 and 14,
9 T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18,
10 T.20.S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23
11 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of
12 Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or
13 portions thereof, described as follows:

14 SMOKE RANCH ROAD: Along both sides thereof from the
15 east right of way line of Tucumcari Drive easterly to the west
16 right of way line of Rancho Drive.

17 JONES BOULEVARD: Along the east side thereof from
18 the north right of way line of Smoke Ranch Road northerly to a
19 point 360 feet, more or less, north of the north right of way
20 line of Smoke Ranch Road.

21 ASSESSMENT UNIT NO. 3

22 Each lot or parcel of property lying and being situate
23 in the City of Las Vegas, County of Clark, State of Nevada, and
24 being portions of the South Half (S 1/2) of Sections 13 and 14,
25 T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18,
26 T.20.S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23
27 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of
28 Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or
29 portions thereof, described as follows:

30 SMOKE RANCH ROAD: Along both sides thereof from the
31 east right of way line of Tucumcari Drive easterly to the west
32 right of way line of Rancho Drive.

33 JONES BOULEVARD: Along the east side thereof from
34 the north right of way line of Smoke Ranch Road northerly to a
35 point 360 feet, more or less, north of the north right of way
36 line of Smoke Ranch Road.

37

0235

ASSESSMENT UNIT NO. 4

Each lot or parcel of property lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being portions of the South Half (S 1/2) of Sections 13 and 14, T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18, T.20S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or portions thereof, described as follows:

SMOKE RANCH ROAD: Along both sides thereof from the east right of way line of Tucumcari Drive easterly to the west right of way line of Rancho Drive.

JONES BOULEVARD: Along the east side thereof from the north right of way line of Smoke Ranch Road northerly to a point 360 feet, more or less, north of the north right of way line of Smoke Ranch Road.

ASSESSMENT UNIT NO. 5

Each lot or parcel of property lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being portions of the South Half (S 1/2) of Sections 13 and 14, T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18, T.20S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or portions thereof, described as follows:

SMOKE RANCH ROAD: Along both sides thereof from the east right of way line of Tucumcari Drive easterly to the west right of way line of Rancho Drive.

JONES BOULEVARD: Along the east side thereof from the north right of way line of Smoke Ranch Road northerly to a point 360 feet, more or less, north of the north right of way line of Smoke Ranch Road.

ASSESSMENT UNIT NO. 6

Each lot or parcel of property lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being portions of the South Half (S 1/2) of Sections 13 and 14,

1 T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18,
2 T.20S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23
3 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of
4 Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or
5 portions thereof, described as follows:

6 SMOKE RANCH ROAD: Along both sides thereof from the
7 east right of way line of Tucumcari Drive easterly to the west
8 right of way line of Rancho Drive.

9 JONES BOULEVARD: Along the east side thereof from
10 the north right of way line of Smoke Ranch Road northerly to a
11 point 360 feet, more or less, north of the north right of way
12 line of Smoke Ranch Road.

13 ASSESSMENT UNIT NO. 7

14 Each lot or parcel of property lying and being situate
15 in the City of Las Vegas, County of Clark, State of Nevada, and
16 being portions of the South Half (S 1/2) of Sections 13 and 14,
17 T.20S., R.60E., M.D.M., the South Half (S 1/2) of Section 18,
18 T.20S., R.61E., M.D.M., the North Half (N 1/2) of Sections 23
19 and 24, T.20S., R.60E., M.D.M., and the North Half (N 1/2) of
20 Section 19, T.20S., R.61E., M.D.M., which abuts the streets, or
21 portions thereof, described as follows:

22 SMOKE RANCH ROAD: Along both sides thereof from the
23 east right of way line of Tucumcari Drive easterly to the west
24 right of way line of Rancho Drive.

25 JONES BOULEVARD: Along the east side thereof from
26 the north right of way line of Smoke Ranch Road northerly to a
27 point 360 feet, more or less, north of the north right of way
28 line of Smoke Ranch Road.

29 The proposed improvements will result in no substantial
30 change in the existing street elevations or grades.

31 All persons interested are hereby advised that the plans,
32 plats, typical sections, preliminary estimates of the total cost,
the description of the property to be assessed, the portion of the
cost to be assessed thereagainst and the maximum amount of
benefits estimated to be conferred upon each lot or parcel of
property with respect to the respective assessment units are on

1 file in the Office of said City Clerk and may be inspected by
2 any property owner or other interested person during regular
3 office hours.

4 On Wednesday, the 20th day of February, 1985, at 2:00
5 o'clock P.M., at the Council Chambers in the Las Vegas City Hall
6 Complex, 400 East Stewart Avenue, Las Vegas, Nevada, or at any
7 time prior to said date and time, at the Office of said City
8 Clerk at said City Hall, the owners of the property to be assessed,
9 or any other person interested in any thereof, may file written
10 protests or objections and may appear before said City council
11 at said time and place and be heard as to the propriety and
12 advisability of making such improvements, as to the costs thereof,
13 as to the manner of the payment therefor and as to the amount
14 thereof to be assessed against the property to be so improved.

15 Said City Council requests that any property owner
16 or other interested person who wishes to make any protest or
17 objection make such protest or objection in writing at the Office
18 of said City Clerk at least three days before the time set for
19 such hearing. Any person who files a written protest or objection
20 at the time of or prior to such hearing as aforesaid shall have
21 the right within thirty (30) days after said City Council has
22 finally passed upon such protest or objection to commence an
23 action or suit in any court of competent jurisdiction to correct
24 or set aside such determination, but thereafter all actions or
25 suits attacking the validity of the proceedings and the amount
26 of benefits shall be perpetually barred. If the owners of
27 more than one-half of the frontage to be assessed for the improve-
28 ments to be installed in Assessment Unit No. 1, Assessment Unit
29 No. 2 or Assessment Unit No. 3 or of the area to be assessed
30 for the improvements to be installed in Assessment Unit No. 4
31 shall file within objections thereto, the particular improvements
32 for that particular assessment unit shall not be installed. The

1 driveway approaches to be installed in Assessment Unit No. 5 and
2 Assessment Unit No. 6 and the sanitary sewer laterals to be
3 installed in Assessment Unit No. 7 will be installed to serve
4 each particular lot or parcel at the location and in the number,
5 size and type as specified by the owner thereof, and no driveway
6 approach or sewer lateral will be installed to serve any lot or
7 parcel without the approval of the owner thereof.

8 After such hearing, said City Council shall make a
9 determination as to the advisability of so improving said streets
10 and parts thereof, shall determine the kind and character of
11 such improvements so to be made and shall enter into a contract
12 with the responsible bidder which submits the lowest bid for
13 the doing of such work and the furnishing of all necessary
14 materials, in response to a duly advertised invitation for con-
15 struction bids.

16 After the making of such contract, said City Council
17 shall determine what portion of the cost of such work, including
18 incidentals, shall be paid by the property specially benefitted,
19 and the assessments shall be levied in accordance with the laws
20 of the State of Nevada. In no event shall the assessments
21 exceed the estimated benefits to the property assessed. Said
22 City Council shall provide that the assessments may be payable
23 without interest or demand, at the election of the owner, or in
24 ten substantially equal annual installments of principal. Said
25 City Council shall also provide the time and terms of payment
26 of such assessments and the rate of interest per annum upon
27 deferred payments thereof, which rate shall not exceed more
28 than 1% the 'Bond Buyer's' Index of 20 Municipal Bonds which was
29 most recently published before the date on which the ordinance

30 . . .

31 . . .

32 . . .

1 levying the assessments is adopted, and shall fix penalties to be
2 collected upon delinquent payments.

3 By order of the City Council of the City of Las Vegas,
4 Nevada.

5 Dated this 16th day of January, 1985.

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8 CAROL ANN HAWLEY, City Clerk
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TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IX-A -- PUBLIC HEARING - SPECIAL IMPROVEMENT DISTRICT 452

Page 1

MAYOR BRIARE:

The first order of business this afternoon are public hearings, the first of which is a public hearing on the improvements of a certain street and parts thereof and proposed assessments within the proposed Las Vegas, Nevada Special Improvement District No. 452. If any of you are here interested in both sides of Smoke Ranch Road from Tucumcari Drive to Rancho Drive, and on the east side of Jones to a point approximately 410 feet north of Smoke Ranch Road, you're in the right place and now is the time we're going to have the hearing on this. Mr. Foster, are you going to present to the Council --

HAROLD FOSTER:

No. It will be someone from Engineering Services -- Carl Malone of Design and Development.

MAYOR BRIARE:

While we're looking for our chart, is there anyone in the audience here today that's here to speak either in favor or in opposition to the Smoke Ranch Road Project? Go ahead.

CARL MALONE:

This is a County administered project and what you see here before you is a 100 ft. road section, and the SID consists of 15 ft., which constitutes an 8 ft. parking lane, curb, gutter, a 5 ft. sidewalk and street lights. Those portions that you see here in brown are in the County portion and the areas here -- you can't see the little stars which are improved.

MAYOR BRIARE:

Do you have any indications yet in the procedures that we follow on these types of districts -- do you have any indication as what the response from the local property owners are?

CARL MALONE:

Nancy.

COUNCILMAN LURIE:

I think what we're looking for, is we're not going to have a similar situation we had on Jones Boulevard from Charleston out to Smoke Ranch where the City residents approved a special improvement district and the County took it off and we have an area where you go into the -- where it's lit and an area you go into where it's dark, and I hope that doesn't happen on this section of Jones Boulevard from Smoke Ranch to Rancho.

COUNCILMAN LEVY:

Or is it all one SID?

CARL MALONE:

It's two SIDs, one in the County portion and one in the City portion. I believe some of the portions within the County are not putting in a sidewalk, is that correct?

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IX-A -- PUBLIC HEARING - SPECIAL IMPROVEMENT DISTRICT 452

Page 2

- NANCY PAYAN: No. The County's putting in sidewalk -- full improvements throughout their district. We having full improvements with our district, with the exception of the area between Decatur and Rancho Road, which is a large area of undeveloped land, and there is very low pedestrian traffic and there will be no sidewalks in that area, but the rest of the area is sidewalks, streetlights, curb and gutter.
- COUNCILMAN LEVY: The owner of that property will put in his sidewalks when it's ready.
- NANCY PAYAN: When it's improved, yes.
- MAYOR BRIARE: Do you have any indication yet as to what the public response is?
- NANCY PAYAN: Well, we, as far as the City of Las Vegas, have gotten a positive response with the exception of Mr. Becker's property here where he has written a letter of protest in regards to the sidewalk.
- COUNCILMAN LEVY: That's that piece there? The one you just mentioned?
- NANCY PAYAN: Mr. Becker has property here and here. This property here, there's a Junior High School over here which there is a large volume of pedestrian traffic in that area. He also has frontage here on Michael and Smoke Ranch.
- MAYOR BRIARE: Any other questions by the Council members? (No response.) Thank you very much. Last call for anyone that's here today to speak on -- yes. Yes, ma'am. On the proposed Special Improvement District 452? Ma'am, you've got to give us your name and where your home is.
- RUBY MADSEN: My name is Ruby Madsen and I have some property on Smoke Ranch Road and Michael Way, and the City -- there's a project out there that had been developed. It was supposed to put sewer and so forth down to the corner and all that water and everything from the project is running down on my property. Now, if this particular project is going to go there, I would like somebody to do something about that if it's possible and --
- MAYOR BRIARE: This is on -- did you hear the way I described it? It's on both sides of Smoke Ranch Road from Tucumcari Drive to Rancho Drive --
- COUNCILMAN LURIE: Yes, but I think the property, Mayor, she's talking about is going to be improved from Smoke Ranch Road to Rancho Road from Jones. That's another project.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IX-A -- PUBLIC HEARING - SPECIAL IMPROVEMENT DISTRICT 452

Page 3

RUBY MADSEN: Well, my property is down there. It's on the corner of Michael Way and Smoke Ranch Road.

NANCY PAYAN: This is her property here.

COUNCILMAN LEVY: Well, this certainly will help her property, won't it, with the fact that we have an SID there? Won't that help her property?

CARL MALONE: I want to ask Denis Cederburg, the design engineer, to address drainage.

DENIS CEDERBURG: My name's Denis Cederburg, Clark County Public Works. Her property here at the corner of Michael Way --

COUNCILMAN LEVY: Northwest, yes.

DENIS CEDERBURG: -- right here. I assume she's speaking about the drainage from the north.

RUBY MADSEN: Well, it's along Michael Way and it's also on Smoke Ranch Road.

DENIS CEDERBURG: Okay. Along Smoke Ranch Road we'll be running a storm drain down the road itself. You'll have curb and gutter frontage in there. Most of the water, the nuisance water, that runs in front of your property on Smoke Ranch Road shall be picked up in the storm drain. The portion that runs down Michael Way from the north, there will be a curb inlet at the northwest corner of Smoke Ranch Road and Jones Boulevard to pick up that water.

RUBY MADSEN: Well, another thing, we never dedicated that portion of the road there, and I'm just wondering what you're going to do about that. Are you going to pay me for that piece of property when it's developed, or what are you going to do about that?

DENIS CEDERBURG: We're not constructing within your right-of-way on Michael Way. All the improvements on Michael Way -- there are no curb, gutter and sidewalk being built on Michael Way itself.

RUBY MADSEN: But I'm also talking about Smoke Ranch Road.

DENIS CEDERBURG: The Smoke Ranch Road property from our records show it's been dedicated to the County.

RUBY MADSEN: No, it hasn't. Not to my knowledge.

CARL MALONE: We'll have to get with her.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IX-A -- PUBLIC HEARING - SPECIAL IMPROVEMENT DISTRICT 452

Page 4

- RUBY MADSEN: Well, did they buy that, or do I --
- COUNCILMAN LEVY: Well, if they already have it.
- COUNCILMAN LURIE: If they already have it, they don't have to buy it. If they don't already have it, then you have to negotiate a price for it.
- RUBY MADSEN: I don't think they already have it because I've been the owner for 30 years.
- MAYOR BRIARE: Well, the last thing in the world anybody wants to do is build some improvements like this on property they don't own.
- RUBY MADSEN: Yes, another thing --
- MAYOR BRIARE: It would cost a lot less now than it would after the improvements are already in, wouldn't it?
- RUBY MADSEN: Yes, I'm sure it would. Another thing --
- MAYOR BRIARE: Are you going to develop that property someday?
- RUBY MADSEN: What?
- MAYOR BRIARE: Are you going to develop that property someday?
- RUBY MADSEN: Well, we were going to develop it when they had this other development and then my husband got awful sick and the Power Company was trying to get that corner to put the pole on and nothing was ever done about it. And when it was finished, they were supposed to -- the people that developed the property were supposed to clear that off because they used the corner, and all they did was go scoop up all the dirt upon to their place and leave the property that we had full of rocks and dirt and stuff, and great big ones that can hardly be towed away. And then they let the water run on -- all along Michael Way and it's seeping through the project up clear along Smoke Ranch Road and clear down to the corner of Michael Way, and it's run -- I don't know if it's coming from Michael Way this way or that way, but it's an awful mess, and I think it's sewer and water.
- MAYOR BRIARE: Well, hopefully, as the engineer has just described to you, if this goes through, it's going to alleviate a lot of that problem.
- RUBY MADSEN: Well, I hope it does.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - FEBRUARY 20, 1985
IX-A -- PUBLIC HEARING - SPECIAL IMPROVEMENT DISTRICT 452

Page 5

MAYOR BRIARE: Thank you very much, Ms. Madsen.

RUBY MADSEN: Another thing I wanted to ask you about. Do we have to have 8 ft. sidewalks along there? Way out here it says 8 ft. sidewalks. That seems a little bit extravagant to me.

DENIS CEDERBURG: The sidewalks are only 6 ft. You may be talking about an 8 ft. pavement section, but the sidewalks are 6 ft.

RUBY MADSEN: That's all.

MAYOR BRIARE: Thank you, Ms. Madsen. Anyone else? If there's no one else to speak on the proposed assessment 452, the public hearing is closed. What's the pleasure of the Board?

COUNCILMAN LURIE: MOVE FOR APPROVAL.

MAYOR BRIARE: Comments? (No response.) Cast your votes. Post.
THE MOTION'S APPROVED.

(VOTE: Unanimous approval of motion with the exception that Councilman Nolen was excused from meeting.)

(END OF DISCUSSION.)

/chr

SMOKE KANCH RD
S. I.D. 452

ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699
(702) 878-1903 • (800) 634-6105

0245

February 5, 1985

Mrs. Nancy Payan
City of Las Vegas
400 East Stewart
Las Vegas, Nevada 89101

RE: Parcel 01A-320-016
SID NO. 452

Parcel 290-430-001
SID NO. 452

Dear Mrs. Payan:

We would appreciate Assessment Unit No. 2 (Sidewalks), be deleted from the two above parcels as the sidewalks would have to be torn up in order to install the underground power and telephone. At this time, we do not know how many driveway cuts etc. are going to be required and it is ridiculous to have to tear it out.

If you have any questions, please do not hesitate to call.

Yours truly,

BECKER & SONS

Ernest A. Becker, Jr.

aa

CC: Mayor Briare
City Commissioners

ERNEST A. BECKER
BETTY W. BECKER
ERNEST A. BECKER, JR.
BARRY W. BECKER
RANDALL L. BECKER
BRUCE F. BECKER

RECEIVED
FEB 19 12 04 PM '85
CITY CLERK



0246

AGENDA*City of Las Vegas*

February 20, 1985

Page 28

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

ITEM

Council Action

Department Action

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

- 1409 B. VAC-26-84 - Petition of Vacation submitted by the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY to vacate a portion of the west side of "H" Street, generally located between Bonanza Road on the south and McWilliams Avenue on the north.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Applicant to install off-site improvements along the vacated frontage as required by the Department of Community Planning and Development.

Staff Recommendation: APPROVAL

PROTESTS: 0

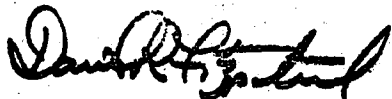
Levy -
APPROVED as recommended, subject to conditions.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed

James Tyree, Exec. Dir., of E.O.B.

No one appeared in opposition

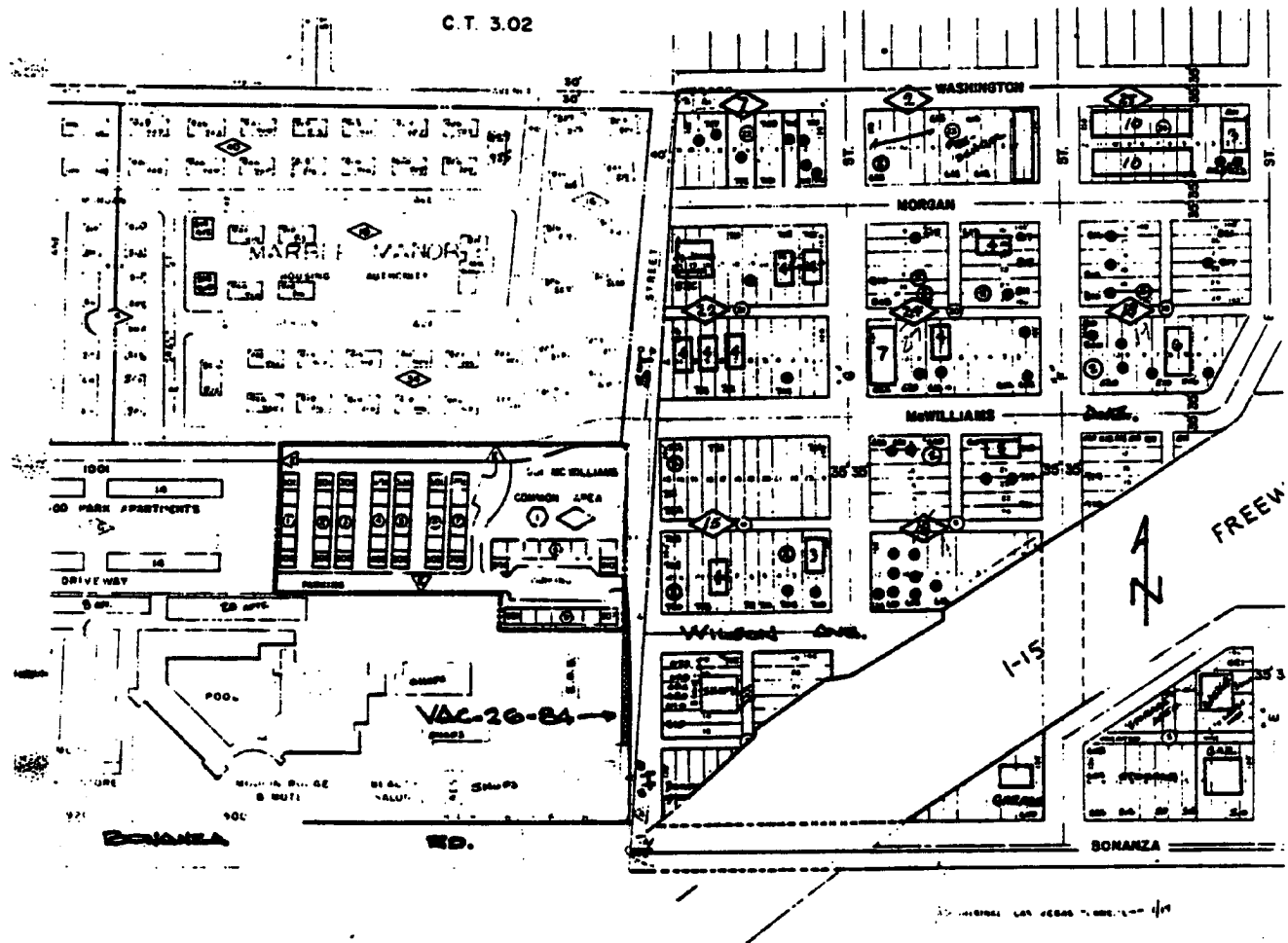
APPROVED AGENDA ITEM



IX.

The request is to vacate a portion of H Street between Bonanza Road and McWilliams Avenue which is excess right-of-way which will not be needed for street purposes due to the present alignment. The Vacation involves a sliver of right-of-way on the west side of the existing improved street section. A majority of the land will go to the Economic Opportunity Board which owns the adjacent property to the west.

PROTESTS: 0



MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

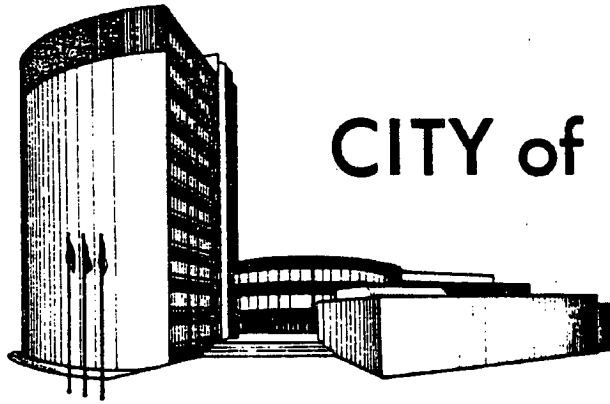
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS⁰²⁴⁸

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN THAT on Wednesday, February 20, 1985, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

VAC-26-84 Petition of Vacation submitted by the ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY to vacate a portion of the west side of "H" Street, generally located between Bonanza Road on the south and McWilliams Avenue on the north.

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall.

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK



0249

February 20, 1985

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

ITEM

Council Action

Department Action

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

1410

- C. V-141-84 - REVIEW requested by the City Council of the action of the Board of Zoning Adjustment in APPROVING the application of ALL RISK INSURANCE, INC., DBA AUTO INSURANCE CENTERS for a Variance to allow a 500 sq. ft. on-premise advertisement on an existing off-premise sign which is located on the property at 1920 East Sahara Avenue in Zoning District C-1.

The Board of Zoning Adjustment unanimously APPROVED, subject to the standard condition.

Staff Recommendation: DENIAL

PROTESTS: 0

ABEYANCE

Motion made by Lurie to follow recommendations of BZA ended in a tie vote.

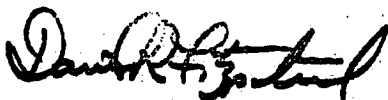
Lurie and Briare voted "Yes;" Levy and Bunker voted "No;" Nolen was excused.

Clerk to notify 3/6/85 Agenda

Bob Feldman, Pres. All Risk Insurance appeared

No one appeared in opposition

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: PUBLIC HEARING AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

IX.

0250

C. V-141-84 - ALL RISK INSURANCE

This item involves a review of the action of the Board of Zoning Adjustment in approving the application of All Risk Insurance Company dba Auto Insurance Centers for a Variance to allow a 500 square foot on-premise advertisement on an existing billboard that is located on the property at 1920 East Sahara in a C-1 zone. This review was requested by Councilman Levy. The west side of the billboard contains the 500 square foot sign with large arrows directed downward to the insurance business on the property. In addition, the applicant has a 75 square foot on-premise sign located on the west side of the property. The maximum amount of on-premise sign area allowed on this property is 200 square feet and with the billboard, it exceeds exceeds the size requirements by 375 square feet. The applicant is requesting the Variance on the basis a new two story building was constructed on the adjacent property to the east which blocks the view of the insurance building and the on-premise sign. At the BZA meeting, staff pointed out there was insufficient justification for this Variance and that, if approved, it would set an adverse precedent that would open the door for others to request similar Variances to substantially exceed the on-premise sign requirements. Further, if a property owner is granted an increased sign area because a billboard exists on the property, it would also be used as an argument for a Variance on other properties in the vicinity to have equal size on-premise signs. As you know, billboards must be a minimum distance of 200 feet apart and, therefore, not all properties are allowed to have billboards. If on-premise advertisements are allowed on billboards, it creates certain advantages to businesses over those which cannot have a billboard. The BZA felt that the Variance request was justified because the billboard is located near the side property line and the adjacent owner could lease the advertising space yet the on-site business owner could not. Staff indicated the Sign Ordinance is structured for two types of signs, off-premise and on-premise with different requirements for each and the mixing of the requirements together will, no doubt, lead to problems in the future. The Variance request on this property was a result of another businessman in the area inquiring if he could utilize a billboard on his property on the same basis as involved in this request. That inquiry identified the violation on this property and staff requested that the advertisement on the billboard be removed. The owner of the insurance company then filed for this Variance.

BOARD OF ZONING ADJUSTMENT DECISION: APPROVAL

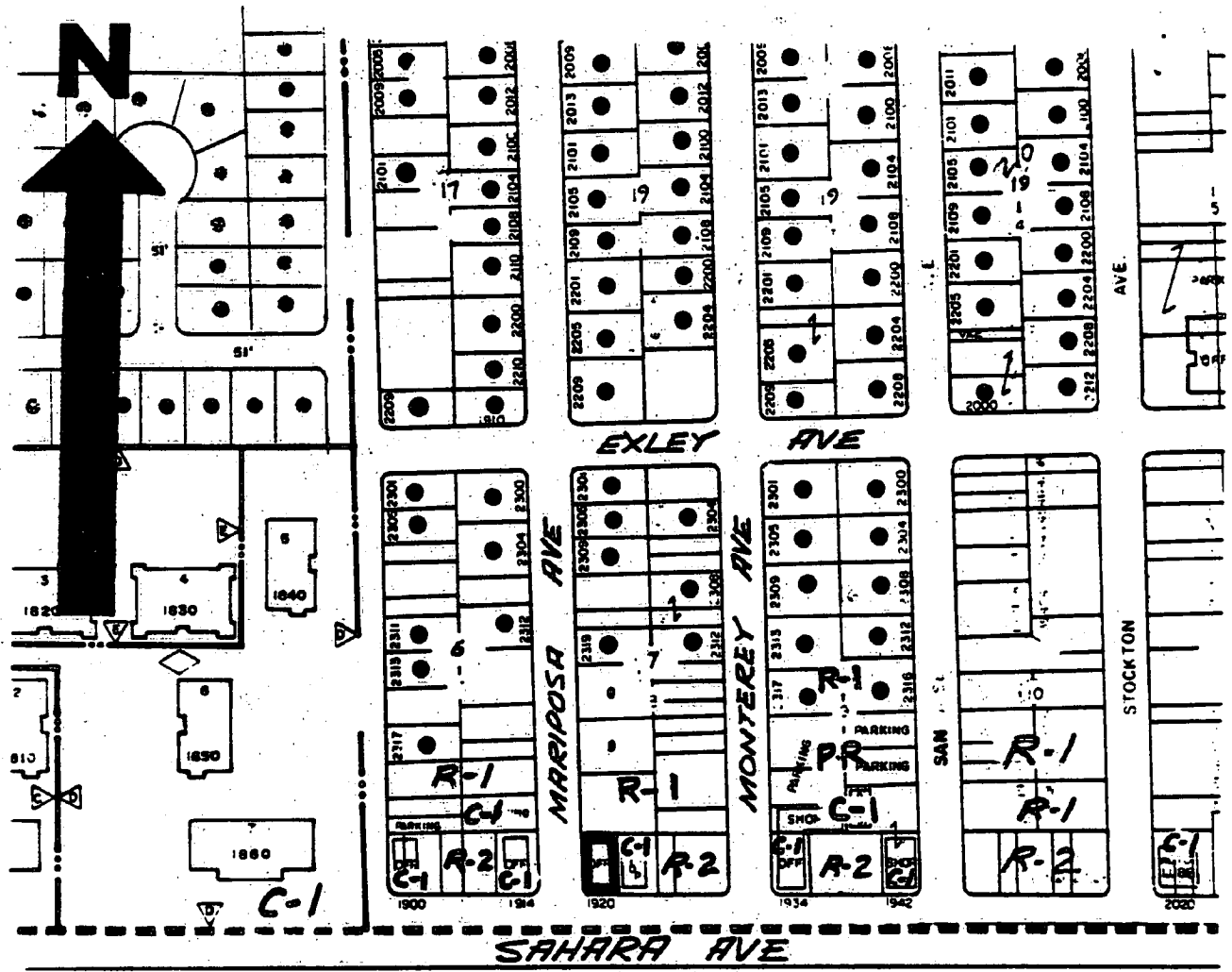
STAFF RECOMMENDATION: DENIAL, insufficient justification

PROTESTS: 0

SEE ATTACHED LOCATION MAP

ITEM IX. C. LOCATION MAP - V-141-84 ALL RISK INSURANCE

0251



(COUNTY)

V-141-84

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985 PAGE 1
ITEM 3 - V-141-84 - ALL RISK INSURANCE, INC., DBA AUTO INSURANCE CENTERS

CHAIRMAN BUGBEE:

Item 3, V-141-84, All Risk Insurance, dba Auto Insurance Centers for a variance to allow a 500 sq. ft. on-premise advertisement on an existing off-premise sign which is located at 1920 East Sahara Avenue in Zoning District C-1.

HAROLD FOSTER:

Okay. This is on East Sahara Avenue. It's in the Metropolitan Subdivision. This is an insurance company on a relatively small lot. It's a corner lot. He has an on-premise sign. His wall is an off-premise sign. There is a new two-story building that was constructed immediately to the east of him and because of that he indicates that it has somewhat blocked the view of his particular office building; and for that reason, he would like to use the existing off-premise sign as an on-premise advertisement sign for his operation. This is already in effect. Here's the plot plan showing his office building. The on-premise sign is at this location near the corner and the billboard projects above both the two-story building and his building between the two properties. It's a full-sized billboard. I mean, you can see it for blocks away. The situation came about as a result of another businessman in the area contacting us and asking if he could do the same thing and when that was brought to our attention, we advised the applicant that he could not do this because he exceeded the sign requirements for this particular property as an on-premise sign. He could have a maximum of 200 feet. He has about 70 square feet with the on-premise sign and he indicates 500 square feet. I think it's more like the 672 square feet which is a standard 14 x 48 billboard that most of the sign companies put up. So he substantially exceeds the square footage that you can have for an on-premise sign. Staff, in evaluating the request is, very concerned about this. We feel that if this one would be allowed, it would set a precedent for other businesses in the area to request the same. We feel that it would be an invariant desirable situation and for that reason, we strongly recommend DENIAL.

CHAIRMAN BUGBEE:

Yes, sir.

BOB FELDMAN:

I'm Bob Feldman. I'm president of All Risk Insurance which owns Auto Insurance Centers. I've been that for the past 13 years and a resident of Las Vegas for 28 years. If Mr. Foster goes back to the year 1982, which is just two years ago, he'll find that I appeared before the City Commission to protest the building of a two-story shoe store right smack on top of my property

BOB FELDMAN:

and within five feet of my electric sign. Now this particular project was in violation of the State Highway code because the owner of the shoe store could not cut the minimum 32 foot driveway into his store. The State Highway Department gave me a letter -- by the way, excuse me, that item was Z-60-82. The State Highway Department gave me a letter from Mike Kemp stating that it's a policy of the Nevada Department of Transportation not to allow a driveway. They would not approve the building of this project. When I applied to build my office in the same spot, the Highway Department would not allow us to place our building on the rear of the lot. They made us put it on the forward portion of our lot and they made us cut a driveway in off of Mariposa because of the minimum driveway code. They told me that there was no variance possible from that code. We applied for a variance from the State -- they disapproved it. So we built the building and the signs exactly where they were. Now this gentleman next door to me that built this building applied to the State for a variance and one of the Commissioners -- I believe there was a little bit of work done on this, but one of the Commissioners wrote a letter to the State Highway Department in Carson City stating that if the State would grant a variance for him to build the building exactly where he wanted to, they would approve -- the City Commission would approve this project. So the result was that this shoe store was built right on top of our sign blocking off our electric sign. Now at that time, I spent a couple of thousand dollars and I moved the electric sign a few feet up the corner and this is about an \$11,000 sign, and the problem I've got, if you look at these pictures, you cannot see that sign until you're just about past it, our electric sign. Our business -- we do a lot of business that pertains to the five or six new car dealerships down -- east of us on Sahara and the Department of Motor Vehicles. So after this building was built, I got ahold of Ron Rieger who I lease outdoor board space to on my property and I also have some other boards in town -- and I made arrangements to purchase the east side of his outdoor board, which is over my building and all it says is Auto Insurance Centers and it's got our logo which appears on television and in the phone book and I didn't really at that time -- this has been up for two and a half years now. At that time, I didn't realize that this was in violation of anything. It just was brought to my attention that they found some sort of a technicality in the code. Now this is an outdoor

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BOB FELDMAN:

board. This is not an on-premise sign. These folks mentioned the application, I believe, of Joe Reame who's a State Farm Insurance Agent who wants to build an office about a block down the street and Mr. Reame would like to put an on-premise sign. He wants to build his own sign. He doesn't want to rent an outdoor board. If you'll look at this illustration I did for you, on the bottom you'll find that right at the property Mr. Reame wants to build his office, there's an outdoor board over there. If he feels he's blocked off from the view, I think he can rent that outdoor board from Donrey. They own that. Now this particular portion of the code, to me, doesn't make any sense because this outdoor board is going to be there whether my sign is on the outdoor board or whether somebody else's sign is there. The board is there. It's built according to code and it belongs to Ronco Media. So I'm applying for a variance because we are kind of blocked off. We are kind of blocked off and I don't really see where this variance will set any precedence or hurt anybody because anybody that wants to advertise on an outdoor board and that has similar circumstance can apply for a variance and I don't see where it'll do a darn bit of harm to anybody.

COMMISSIONER JUNIEL:

Excuse me, are you going to rent this board or do you own it?

BOB FELDMAN:

No, no, I don't own it.

COMMISSIONER JUNIEL:

You're going to rent it? You want to rent, lease it?

BOB FELDMAN:

That sign's been up there for two and a half years.

COMMISSIONER JUNIEL:

You're going to lease it permanently I suppose?

BOB FELDMAN:

We're going to keep it up there permanently. We plan to until we build a new building. We might build a new building down the line somewhere, but the whole point is, I know the Building Department -- the Zoning Department -- everybody gets into this setting precedence and I'd like Mr. Foster to explain to me how we could possibly set a precedent and harm anybody by having an insurance sign setting up over an office, on an outdoor board?

CHAIRMAN BUGBEE:

You're talking about the sign that's existing there now?

BOB FELDMAN:

Yes.

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CHAIRMAN BUGBEE: You kind of lost me in that context of this thing with all of these other things that happened, but when I look at this -- it's this sign right here, that's it?

BOB FELDMAN: Correct. It's been there for two and a half years.

CHAIRMAN BUGBEE: And now --

BOB FELDMAN: Since they built that building.

CHAIRMAN BUGBEE: And now you're applying for a variance for that sign?

BOB FELDMAN: Well, I am because they tell me that it's illegally there.

CHAIRMAN BUGBEE: You are applying for a variance to make this sign legal?

BOB FELDMAN: Yes, sir.

CHAIRMAN BUGBEE: Any other questions?

COMMISSIONER GILES: Okay, yes. Now which sign legal? The one on the corner of Sahara and Mariposa -- turn around and point to that, would you, Harold. That's the variance you want and that's an outdoor sign?

BOB FELDMAN: It's an outdoor board, yes.

COMMISSIONER GILES: That's a Donrey board that's up on the side of your building?

BOB FELDMAN: It sits up there and points towards the car dealerships and DMV and it just says Auto Insurance Centers on it. It's right on those pictures.

COMMISSIONER JUNIEL: Mr. Foster, with or without -- whether or not he leases that sign, is the sign legal and going to remain there?

HAROLD FOSTER: That's correct, as an off-premise sign.

COMMISSIONER JUNIEL: For anyone else who wishes to lease it if he doesn't?

HAROLD FOSTER: Yes.

COMMISSIONER JUNIEL: What makes it illegal for him? I don't understand.

HAROLD FOSTER: He exceeds the square footage allowed for an on-premise sign. He can only --

CHAIRMAN BUGBEE: But this is an off-premise.

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HAROLD FOSTER: It's based on so much square foot per street -- for every foot of street frontage and he can have a maximum of 200 square feet. He already has about 70 on this one, but then when he adds about 500/600 on that one, it far exceeds it. It creates an unfair advantage if we're going to start allowing billboards for people who have billboards on their property to use those as on-premise. I think that creates an unfair advantage where then other people are going to want variances where --

CHAIRMAN BUGBEE: Wouldn't it be discriminatory if we didn't allow him to do it?

COMMISSIONER JUNIEL: So how do you stop them?

CHAIRMAN BUGBEE: Let me ask the City Attorney that.

BOB FELDMAN: That's the point I'd like to make now. I'm not too sure this ordinance is correct either because --

CHAIRMAN BUGBEE: Well, let's not argue the arguments. We'll get into -- what is the situation there, he can't lease the sign but somebody else?

COMMISSIONER MYERS: That's what it sounds like to me.

COMMISSIONER JUNIEL: That's what I'm trying to find out. The sign is legal itself so I could go and lease it for me.

CHAIRMAN BUGBEE: Let's see what he has to say for us.

VAL STEED: Mr. Chairman, the sign is legal if it advertises something other than his business. If it advertises his business, it is called an on-premise sign.

CHAIRMAN BUGBEE: Thank you. This is a public hearing. Anybody here to speak against this application? (No response)

COMMISSIONER MYERS: Bob, I'd like to follow that up just a minute. It isn't his property. The sign is not his. He is paying money to put his name on it.

CHAIRMAN BUGBEE: That's what he just said.

COMMISSIONER MYERS: I understand that, but to me, anybody could lease it. If I wanted to lease it and put his name on it -- to me, it just does not make a whole heck of a lot of sense.

CHAIRMAN BUGBEE: It doesn't make good sense. I'm going to close the hearing. Motion.

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COMMISSIONER JUNIEL: I'M GOING TO MOVE FOR APPROVAL WITH WHATEVER
RECOMMENDATIONS STAFF MIGHT HAVE.

CHAIRMAN BUGBEE: Cast your vote please.

DEPUTY CITY CLERK
LEBOEUF: She said, with conditions and staff hasn't given
any.

CHAIRMAN BUGBEE: Yes before I close the hearing.

HAROLD FOSTER: The recommendation from staff would be on terms
of the conditions, be conformance to the plot plan.

CHAIRMAN BUGBEE: That has been approved. (Motion carried unanimously.)

BOB FELDMAN: Thank you.

END OF TRANSCRIPT

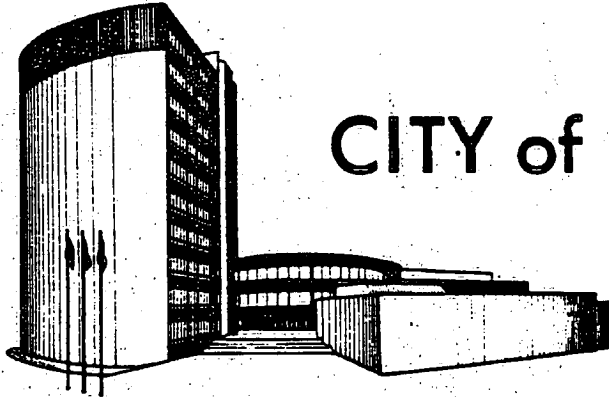
0258

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN THAT on Wednesday, February 20, 1985, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

V-141-84 REVIEW requested by the City Council of the action of the Board of Zoning Adjustment in APPROVING the application of ALL RISK INSURANCE, INC., DBA AUTO INSURANCE CENTERS for a Variance to allow a 500 sq.ft. on-premise advertisement on an existing off-premise sign which is located on the property at 1920 East Sahara Avenue in Zoning District C-1.

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS LOTS 21 AND 22, BLOCK 8, METROPOLITAN ADDITION.

ANY AND ALL INTERSTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall.

Carol A. Hawley
CAROL ANN HAWLEY
CITY CLERK



AGENDA*City of Las Vegas*

February 20, 1985

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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

- 1430 D. V-146-84 - APPEAL filed by JACQUES H. CLEMENTE to the action of the Board of Zoning Adjustment in DENYING his application for a Variance to allow an existing patio cover 6" from the side property line where 5' is required on property located at 5205 Casco Way in Zoning District R-1.

Board of Zoning Adjustment recommends DENIAL (3 to 2 vote).

Staff Recommendation: DENIAL

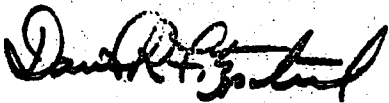
PROTESTS: 1

Lurie -
DENIED Appeal
thereby denying the
Variance.
Unanimous
(Nolen excused)

Clerk to notify
Appellant was not
present

Charles Zobell,
5201 Casco Way,
appeared in
opposition

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
 RE: PUBLIC HEARING AGENDA ITEM
 FEBRUARY 20, 1985 CITY COUNCIL AGENDA

IX.

0260

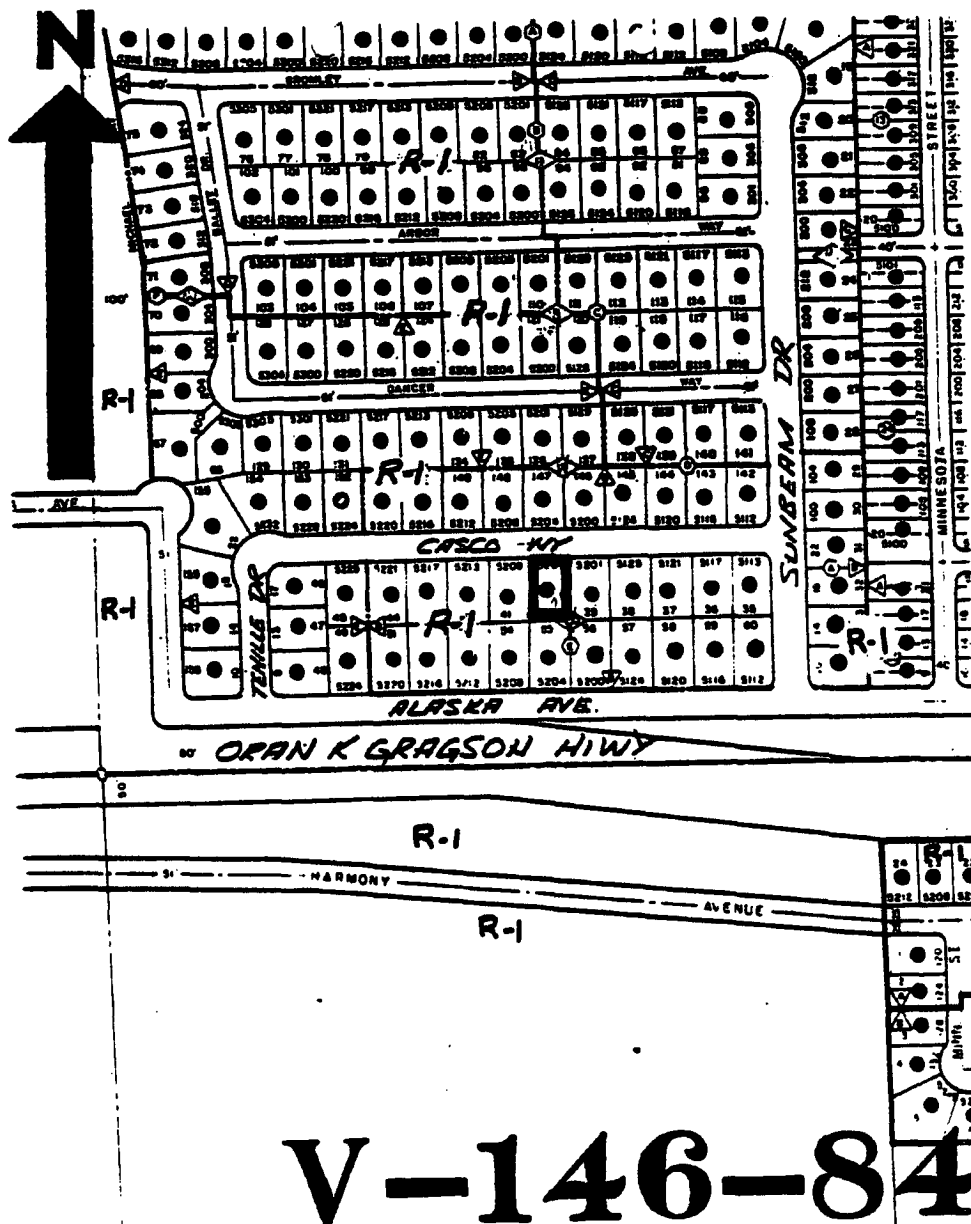
D. V-146-84 - JACQUES CLEMENTE

This is an appeal by the applicant to the action of the Board of Zoning Adjustment in denying his application for a Variance to allow existing patio cover 6 inches from the side property line where 5 feet is required at 5205 Casco Way in an R-1 zone. The appellant constructed the patio cover without permit on a weekend and work was stopped by a City Building Inspector which is what precipitated this Variance. The adjacent property owner to the east, Charles Zobell, appeared at the BZA meeting and protested the application on the basis the water run-off from the patio cover would go onto his property, it is not aesthetically attractive and would possibly affect the value of his property. The appellant indicated he constructed the patio cover on his residence for more privacy because he has windows on that side of his home.

BOARD OF ZONING ADJUSTMENT DECISION: DENIAL, insufficient justification

STAFF RECOMMENDATION: DENIAL

PROTESTS: 1



TRANSCRIPT - CITY COUNCIL MEETING - FEBRUARY 20, 1985

IX-D - APPEAL FILED BY JACQUES H. CLEMENTE TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN DENYING HIS APPLICATION FOR A VARNCE - V-146-84

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- MAYOR BRIARE: The next public hearing, V-146-84, is an appeal filed by Jacques Clemente to the action of the Board of Zoning Adjustment in denying his application for a variance to allow an existing patio cover six inches from the side property line where five feet is required on property located at 5205 Casco Way. The Board of Zoning Adjustment's recommendation was for denial. Staff's recommendation was for denial. Mr. Clemente? Mr. Clemente? Is the applicant -- appellant present? Mr. Foster, was the applicant notified that this public hearing was going to come up today?
- HAROLD FOSTER: Yes. The Clerk notifies.
- MAYOR BRIARE: Okay.
- CITY CLERK HAWLEY: He was notified.
- MAYOR BRIARE: I'll ask once again. Is Mr. Clemente or his representative or anybody here to speak on behalf of this appeal? Is there anyone that's here to speak against it?
- COUNCILMAN BUNKER: The record should show that I have a telephone protest -- additional telephone protest.
- COUNCILMAN LEVY: Yes, we do.
- MAYOR BRIARE: Right. Well, Mr. Zobell, would you like to come forward, sir, and address this Council?
- COUNCILMAN LURIE: Mayor, I can probably make it easier. If the applicant was notified and he didn't take the time to come down and present his appeal, then I WOULD MOVE THAT WE FOLLOW THE RECOMMENDATION OF THE BOARD OF ZONING ADJUSTMENT AND STAFF'S RECOMMENDATION.
- MAYOR BRIARE: I want everyone to know that we want to hear from both sides in this fair and equitable public hearing that we're having. Mr. Werner, would you please write down that this is fair and equitable. Mr. Zobell, would you like to record your presence here, or do you want to take Councilman Lurie up on his motion?
- CHARLES ZOBELL: No. I do want it noted that I'm here in protest. My name is Charles Zobell, 5201 Casco Way, in case he takes on other legal action.
- MAYOR BRIARE: Right.

TRANSCRIPT - CITY COUNCIL MEETING - FEBRUARY 20, 1985
IX-D - APPEAL FILED BY JACQUES H. CLEMENTE TO THE ACTION OF THE BOARD OF
ZONING ADJUSTMENT IN DENYING HIS APPLICATION FOR A VARIANCE - V-146-84 Page 2

COUNCILMAN LEVY:

If they can do it over the big tanks, you can try to do it too.

MAYOR BRIARE:

We have a motion for the Board to follow the recommendation of denial of the appeal. Are there any further comments by the Council members? (No response.) Cast your votes. Post. The motion is APPROVED. THE APPEAL IS DENIED. He shall abide by the Board of Zoning Adjustment's action.

(VOTE: Unanimous approval with the exception that Councilman Nolen was excused from the meeting.)

(END OF DISCUSSION ON THIS ITEM.)

/ch

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 8 - V-146-84 - JACQUES H. CLEMENTE

Page 1

CHAIRMAN BUGBEE:

Item 8, V-146-84, the application of Jacques H. Clemente for a variance to allow an existing patio cover 6" from the side property line where 5' is required on property located at 5205 Casco Way in Zoning District R-1.

HAROLD FOSTER:

This is in a single-family subdivision just a block north of the Oran Gragson Highway west of Decatur Boulevard about, oh, a little over a quarter of a mile. It's in an R-1 area. It's all developed. There is the patio cover that has been constructed along the side of the house. It was spotted by a building inspector. He issued a correction notice and that's what prompted this variance application. This is the site plan showing the existing house in brown and the patio cover in red going right to the property line. Staff again doesn't find any unusual circumstances here. It's a typical rectangular shaped lot. No hardship involved as far as staff can see; therefore, would recommend DENIAL. We do have one protest from the abutting property owner on the side of that who indicates that there's a grade difference on the property and he's concerned with the aesthetics and-the drainage coming on to his property and he's objecting to it on that basis.

CHAIRMAN BUGBEE:

Yes, sir. Your name please.

JACQUES CLEMENTE:

Yes, thank you. My name is Mr. Clemente. I am the owner and occupier of the residence at 5205 Casco Way and I'm the applicant here this evening. I should just like to point out briefly that I have two main reasons and purposes for having erected the structure. Number one, that being primarily of the fact that there are two windows facing the east wall where the proposed approval of the patio faces. That being in the summer months, at least over the past four or five summers that is, with one window there in the past, namely in the bedroom of one of my children, we've had a problem with our air conditioning not being able to sufficiently cool that area. We don't, however, have very much problems with heating in the winter. My primary purpose, however, is due to the fact that I have a teenage daughter who occupies one of these bedrooms. May I be allowed to approach the drawing please?

CHAIRMAN BUGBEE:

Sure.

JACQUES CLEMENTE:

Thank you. Thank you very much. This particular area reflects a window of the bedroom of two of my daughters. This reflects the bedroom of my wife and I. In the past, I have had, although not too many problems; nevertheless, I have found since the fall of this year several beer cans which I assume have been -- I would assume have been thrown

JACQUES CLEMENTE:

here from the street. I'm not exactly sure. My children have in the past mentioned to me to the fact that they have heard noises outside. I don't know to what extent. I have investigated and I have not found anyone there myself personally. On another separate occasion my oldest daughter indicated to me that while she was disrobing that she saw some boys in the neighborhood looking at her from the street. Our street is on somewhat of a grade and as such, I'm wondering if perhaps someone could be looking in. Nevertheless, as you see it here, gentlemen, ladies and gentlemen, there is a second wall here, approximately four to four and half feet high that goes up to the side -- up to the front of the garage area. The reason that -- the primary reason why this secondary wall was erected was in order to be able to give my kids a certain measure of privacy. Apprently that has not been sufficient. I'm concerned.

CHAIRMAN BUGBEE:

What's that got to do with the carport?

JACQUES CLEMENTE:

Not the carport, sir, the patio cover.

CHAIRMAN BUGBEE:

The patio cover.

JACQUES CLEMENTE:

Okay. The reason I put the patio cover down was to give a certain measure -- a certain more measure of privacy if at all possible. I feel that it does.

CHAIRMAN BUGBEE:

How long has that been up there, sir?

JACQUES CLEMENTE:

My -- I believe -- I can't give you the correct date. It was up there since approximately Veteran's weekend celebration. I should -- may I continue, sir, or do you want me to pause?

CHAIRMAN BUGBEE:

Yes.

JACQUES CLEMENTE:

I should like to just point out that the building of the structure conforms totally to the standard building code of the area. I have used grade A lumber in erecting the structure. During the recent rainfalls that we've had here in the Las Vegas Valley area, I have gone out to see if in fact -- I have gone out to see in fact if there were any problems with the drainage from the rainfall. To the best of my understanding, there has been no drainage over to my neighbor's yard. There has been no drainage on the block wall from the patio cover itself.

COMMISSIONER GILES: Does it rest on the block wall, Mr. Clemente?

JACQUES CLEMENTE: No, sir. It rests on -- it rests on some 4x4 piers.

COMMISSIONER GILES: Inside the block wall? How far inside?

JACQUES CLEMENTE: That's correct. I believe that I put approximately 14 inches, but that is incorrect. I measured it this evening. It's closer to 18 inches from the wall. I should also like to point out that should I be granted approval I do plan to fully have a drain gutter, a place there, and have it look quite reasonable. Also, a matter of concern is the fact that I don't anticipate to have any flammables, flammable materials laying against the wall that could possibly cause any problems in the event -- in the occurrence of a fire. I do have a little stack of lumber there now that I'm -- that I had anticipated to move, but sine the building inspector has notified my wife, I thought -- doing any further work and I was waiting to hear some instructions.

CHAIRMAN BUGBEE: You've got some firewood down there too, haven't you?

JACQUES CLEMENTE: Excuse me.

CHAIRMAN BUGBEE: You've got a little firewood stacked up there too.

JACQUES CLEMENTE: I plan to remove that, sir. I plan to remove that and not put anymore.

COMMISSIONER JUNIEL: But if you're granted approval, you're going to put a drainage on it so that it does not go onto your neighbor's property?

JACQUES CLEMENTE: Yes, ma'am. In fact I had already made arrangements to purchase it from Home -- not Home Lumber, but Home Club. That was my next phase of construction. However, I waited and decided not to incur any further expenses until I would meet with the Board. Finally, I should just like to point out that I have had two of my neighbors that I contacted a couple of days ago in the evening hours -- the Whetten family and the Mott family who have casted a vote of approval; and I did submit two affidavits to the Department of Community Planning & Development on this 22nd and last, but not least, my neighbor that looks directly towards us had expressed that he would be willing to also provide me with an affidavit, but nevertheless over the past two days, he has not been available. He has not been at home and I would just like the Board to know that.

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 8 - V-146-84 - JACQUES H. CLEMENTE

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COMMISSIONER SORENSEN: Mr. Clemente, is your neighbor to the east at a lower elevation than you are?

JACQUES CLEMENTE: Yes, ma'am, he is.

COMMISSIONER SORENSEN: Alright. Does the roof of this patio extend over the wall?

JACQUES CLEMENTE: No, ma'am.

COMMISSIONER SORENSEN: You said the supports are inside, does the roof extend over?

JACQUES CLEMENTE: No, ma'am. I measured it. I held a level up against it with a couple of gentlemen that helped me erect the beams. It's approximately 6 inches in, I stand to be corrected. With the drain gutter, it would still be totally on our side to the best of my understanding.

CHAIRMAN BUGBEE: Your fascia then -- what you're saying, the fascia on that edge where your beam's at is 6 inches from the wall?

JACQUES CLEMENTE: I stand to be corrected, I believe so. That's either the fascia or the end of the 2x6's right up to the fascia. I should just like to also point out that the last strip of approximately one to one and a half feet of plywood that is to go on top of the patio has not been nailed down and secured in the event that the Board would mandate that I cut it back still somewhat inside the property line. Nevertheless, I don't feel at this point having inspected it myself, it has caused -- or it would cause in the future any problems with the drainage.

CHAIRMAN BUGBEE: Thank you, sir. This is a public hearing. Anyone here to speak in opposition to this application? I'll close the hearing.

CHARLES ZOBELL: No, there is.

CHAIRMAN BUGBEE: There is? Excuse me. Come forward.

CHARLES ZOBELL: My name is Charles Zobell. I live at 5201 Casco Way. I am the neighbor to the east. I really wish I didn't have to be here this evening and I want to tell the Board and also my neighbor that this is not something personal. That I would be here in opposition to this variance no matter who owned the property in question here. I don't

CHARLES ZOBELL:

think that Mr. Clemente has shown any exceptional need or extraordinary circumstance that warrant him to receive this variance. He talks about the problem of heat. I think that awnings on both of those windows would resolve that problem and provide the shade that he's worried about. He talks about privacy. I think that curtains on windows provide privacy. I don't think that our property should be damaged -- the value of our property be damaged by a non-complying roof going to the property line to solve problems that can be solved through other methods that don't require variances. He has not been deprived of any property right enjoyed by anyone else in the neighborhood. No one else in the neighborhood has applied for or received permission to build any kind of addition like this to their home. No one on our street has built a roof to the property line; and I also think that the variance, if approved, would be injurious to our property and could be in fact detrimental to our safety and I say that because that would leave only 5 feet from the edge of his roof to our house. Our chimney for our fireplace is on that side of the property. We are approximately 4 feet downhill from their property and I think really one of the reasons for the space between homes is to reduce the possibility of fire jumping from one house to another, and I see that as being a definite possibility here. I'm also worried about the water flow from the roof onto the wall or onto the foundation of the wall. I think seriously if they -- I haven't measured it myself. I have only spotted it with my eyes. It appears that if a rain gutter were put on that roof, that the rain gutter itself would extend over the property line. When we built our block wall, we built it 6 inches or more on our side of the property line; and also we find the roof to be unsightly. It's well built. I won't argue with that, but it has the effect, because it is 4 feet above our property, of overwhelming the front part of our house. It just sticks out there. So our opposition is really meant to try to protect what we see as the rights we have as property owners. If we had wanted to live in a neighborhood where homes can be built to the property line, then we would have bought a home in a neighborhood like that and would have paid less for such a house. If we wanted to have a house where we could stick our arm out the window and touch our neighbor's house, then we would have bought a house in a neighborhood with narrow lots, but that's not what we wanted. We wanted a house in an attractive neighborhood surrounded by property. That's what we bought and what we're asking you to do is to protect the integrity of that neighborhood.

- COMMISSIONER GILES: How many windows do you have on that side of the house, facing that proposed addition?
- CHARLES ZOBELL: None.
- CHAIRMAN BUGBEE: Did you talk to Mr. Clemente when he started this thing?
- CHARLES ZOBELL: No, the construction began on a Saturday morning when we were out of town and when we came home in the evening, the basic framework of the roof was in place. We have had discussions in the past and some disagreements over walls and we've not been able to agree and I didn't see any possibility for agreement this time. He didn't approach me either to tell me he was doing it or what his reasons were.
- COMMISSIONER JUNIEL: What would be the least that you would be willing to accept on his patio conditions?
- CHARLES ZOBELL: Well, I don't know.
- COMMISSIONER JUNIEL: Aside from not having it at all?
- CHARLES ZOBELL: I really don't know because I don't know what benefit it would be to him if it was cutback three feet or so. It's -- maybe then there would be no -- the use that he has seen in it wouldn't even be there. I think it should be -- I think the City Council passed a -- zoning ordinances with a certain idea in mind. Unless there is some overwhelming reason for a variance, that it shouldn't be granted. I just don't see any reason for this.
- CHAIRMAN BUGBEE: Any other questions, Commissioners? If not, I'll close the hearing.
- JACQUES CLEMENTE: Sir, may I be allowed just a quick moment at rebuttal?
- CHAIRMAN BUGBEE: If you have something very outside of what you've already said, yes.
- JACQUES CLEMENTE: No, that's fine. Thank you, sir.
- COMMISSIONER GILES: I find situations like this the reason for this board and I'm going to recommend APPROVAL WITH THE STIPULATION THAT THE COVERING NOT EXTEND TO THE EAST SIDE AS WE SEE IT IN THIS ONE PICTURE, LEAVING THE RAFTERS EXPOSED COMING OUT TO THE 2x4's WITH THE DRAIN GUTTER SITUATION ON IT THAT WOULD BRING ALL WATERS THAT THAT ROOF MIGHT COLLECT BACK ONTO THE APPLICANT'S PROPERTY AND WITH ANY OTHER RECOMMENDATIONS THAT STAFF MIGHT BRING TO LIGHT.

COMMISSIONER MYERS: Bob, would you pass the pictures back down.

COMMISSIONER GILES: I'm sorry, didn't you have them?

COMMISSIONER MYERS: Yes, but I want to take another look. You're saying to cut it back to where that major beam is, is that what you're indicating?

COMMISSIONER GILES: Just as it is open on that one --

COMMISSIONER MYERS: Leave it open.

CHAIRMAN BUGBEE: Cast your vote please, there has been a motion for approval with staff's --

HAROLD FOSTER: Staff would like some clarification. In terms of cutting it back, are you talking about at the beam which is approximately 18 --

COMMISSIONER GILES: Leaving the rafters exposed and not cover it from the upright -- that's right, not sheeting those -- with a, I don't know what a drain guttering would prove, it's not going to drain out to the edges.

COMMISSIONER JUNIEL: Well, you mean leave this --

COMMISSIONER GILES: I don't want any water to come off of that roof over on the other property at all.

COMMISSIONER MYERS: Well, if it's open, it wouldn't need a drain.

COMMISSIONER GILES: Sure.

JACQUES CLEMENTE: May I be allowed to have you point that out to me?

CHAIRMAN BUGBEE: No. We'll talk to you after the motion about this cover. The hearing has been closed. Cast your votes please. That has been DENIED. He has a right to appeal, right? (Motion failed with Sorensen, Bugbee & Juniel voting "no.")

HAROLD FOSTER: No, that's motion to approve that didn't carry, so you have a new -- you can have a new action or a new motion before you if someone cares to make one.

COMMISSIONER JUNIEL: I MOVE TO DENY THE APPLICANT'S REQUEST.

CHAIRMAN BUGBEE: The motion to DENY has been approved. (Motion carried with Giles and Myers voting "no." He has the right to appeal.

END OF TRANSCRIPT

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

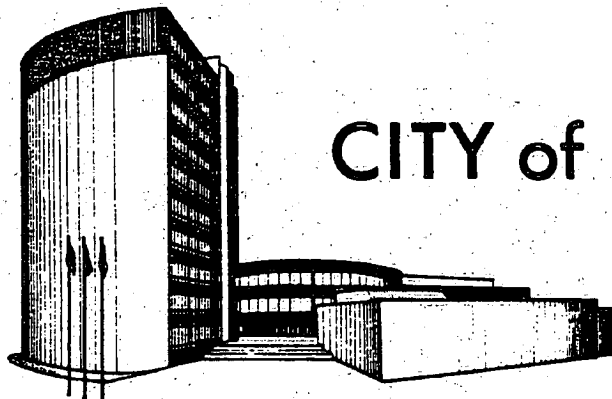
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

0270

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN THAT on Wednesday, February 20, 1985, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

V-146-84

APPEAL filed by JACQUES H. CLEMENTE to the action of the Board of Zoning Adjustment in DENYING his application for a Variance to allow an existing patio cover 6" from the side property line where 5' is required on property located at 5205 Casco Way in Zoning District R-1.

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS LOT FORTY (40) IN BLOCK E, LEWIS HOMES - MEADOW VISTA UNIT NO. 3.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall.

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK



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February 20, 1985

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

ITEM

Council Action

Department Action

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

1433 E. U-79-84 - Application of HOME INVESTMENT COMPANY for a Use Permit to allow a Class III Secondhand Dealer to buy and sell new and used handguns, rifles and accessories (75% new - 25% used) on property located at 2421 East Bonanza Road in Zoning District C-1.

The Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the standard condition.

Staff Recommendation: APPROVAL

PROTESTS: 3

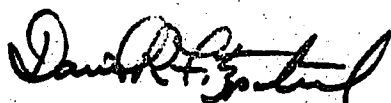
Levy -
APPROVED as recommended by BZA.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed

Alan Feldman appeared

No one appeared in opposition

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
 RE: PUBLIC HEARING AGENDA ITEM
 FEBRUARY 20, 1985 CITY COUNCIL AGENDA

IX.

0272

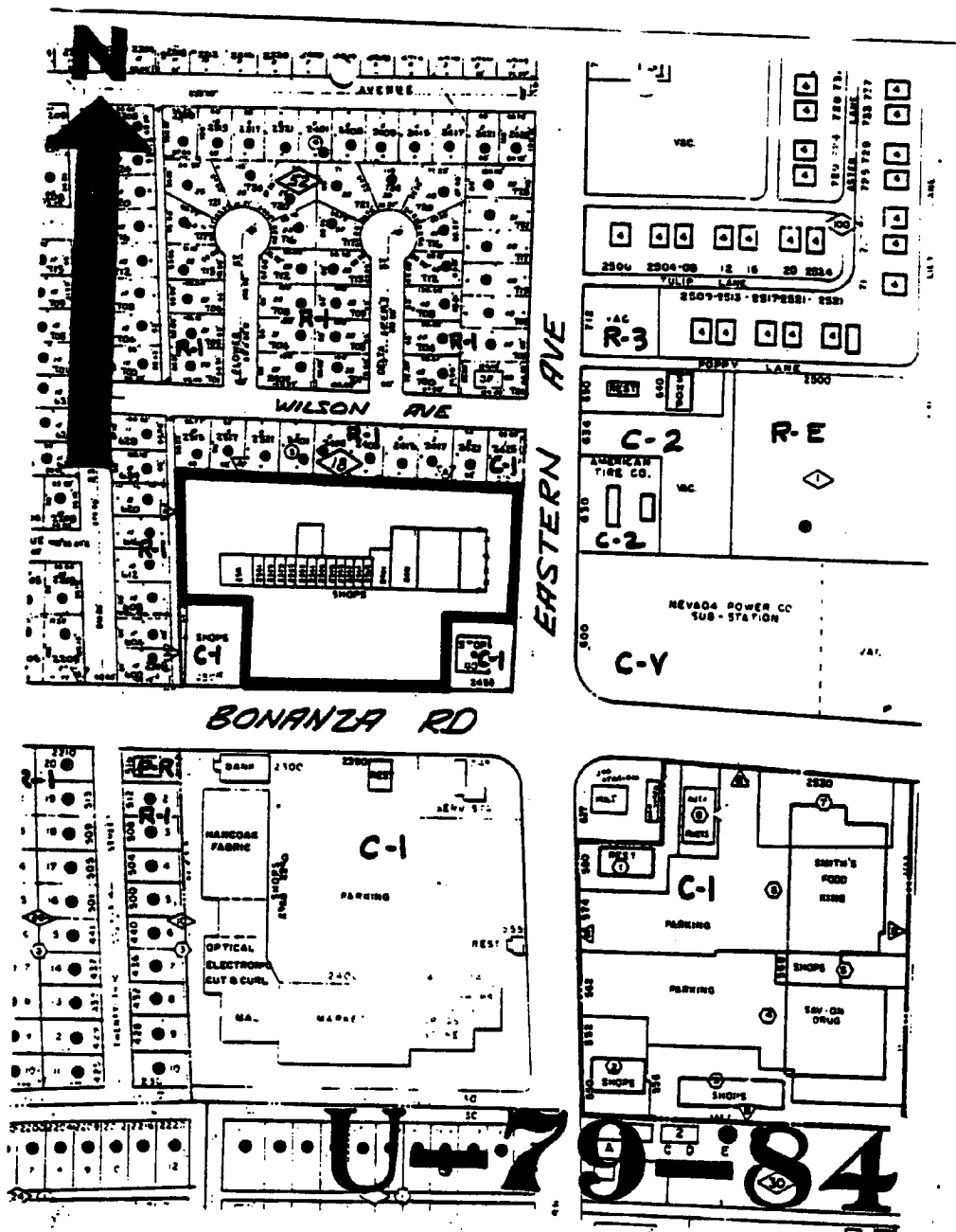
E. U-79-84 - HOME INVESTMENT COMPANY

The request involves a Use Permit to allow a Class III second hand dealer to sell handguns, rifles and accessories at the Vegas Army Surplus Store in the shopping center at 2421 E. Bonanza Road in a C-1 zone. The current operation includes the sale of hardware and camping supplies. The operator wishes to add a line of guns and the used portion requires this Use Permit. The applicant is able to sell new handguns and rifles as a permitted use.

BOARD OF ZONING ADJUSTMENT DECISION: APPROVAL, compatible use for this area

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 3



TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 11 -- U-79-84 -- HOME INVESTMENT COMPANY

Page 1

CHAIRMAN BUGBEE:

Item 11, U-79-84, Home Investment Company for a Use Permit to allow a Class 3 Secondhand Dealer to buy and sell new and used handguns, rifles and accessories on property located at 2421 East Bonanza Road in Zoning District C-1.

HAROLD FOSTER:

This is in the shopping center there at Bonanza and Eastern. It's the Vegas Army Surplus Store. They'd like to add a line of handguns and rifles, which does require the Class 3 use, which necessitates a use permit. The purpose of the use permit is to evaluate the area, the type of use, to see if it would be compatible. We don't feel that there would be any particular problem with it. We would recommend APPROVAL, subject to:

1. Conformance with the plot plan.

We have no protests.

CHAIRMAN BUGBEE:

Yes, sir.

ALAN FELDMAN:

My name is Alan Feldman at 2421 East Bonanza, the Vegas Army Surplus. I've been sitting back here and there's a program on tv where there's a jury and a court and you try to guess what the jury's going to say. I've been doing this here and I've been wrong almost every time. Thank God, I agree with this gentleman here (laughing).

CHAIRMAN BUGBEE:

This is a public hearing. Is there anyone here to speak in favor or in opposition to this application?

GARRY HAYES:

My name's Garry Hayes. I'm an attorney with the law firm of Lionel, Sawyer and Collins, 300 South Fourth Street in Las Vegas. I'm representing three of the neighbors in this particular area near the intersection of Bonanza and Eastern. They've asked me to come and voice their strong opposition to this application. They're concerned about the shopping center that it's going into, what some of the surrounding businesses are in that shopping center, and there's been some problems down there and they don't feel that this will improve those problems. In considering a use permit, we would ask you think about what those neighboring businesses are. Right next to the applicant's business, there's the Crystal Palace, which is a 24 hour billiard parlor; next to that, there is a video arcade, which according to some of the residents, is a hangout for a lot of the kids in the neighborhood; and two doors down from that is a tavern. In other words, we've got a group of businesses that in and of themselves are not bad, but once you start getting one after another and after that, a store that sells new and used guns, then it's the feeling of those residents that the situation can only worsen in

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 11 -- U-79-84 -- HOME INVESTMENT COMPANY

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- GARRY HAYES: that neighborhood.
- COMMISSIONER GILES: Would you explain the situation that you think that would worsen? Be direct. We're not a court of law. We'll talk right up with you.
- GARRY HAYES: Okay. It's their feeling that with a lot of kids, for example, in the arcade hanging out, that -- well, let me back up. Their primary concern is the sale of used weapons, buying and selling used weapons at this --
- CHAIRMAN BUGBEE: Well, buying and selling of use weapons, you have to remember that it doesn't make any difference whether it's new or used, you still have to get a card, and if they don't have a card with them, they've got a 72 hour waiting period.
- GARRY HAYES: Yes.
- CHAIRMAN BUGBEE: When that happens, they can go up the street and get a gun. You know, we're talking almost anti-gun legislation, which you can get us all a little riled about.
- COMMISSIONER GILES: That's why I asked you. Specifically, what do they dislike?
- GARRY HAYES: Yes, these people, they didn't express any feelings in particular, you know, anti-gun type feelings, they're just concerned about buying and selling used weapons in particular, and admittedly, there are laws in the code which require waiting time, registration of the weapon before they're sold, etcetera, etcetera, etcetera. But it's their feelings that there's been some problems in the neighborhood with crime. It's a neighborhood that's right now getting a lot of vacancies. It's one of the older neighborhoods in town. Unfortunately, many of the people that may go out and think, you know, "Gee, I can break into this house. I can take this gun and go down to the corner and sell it." They are not aware of all the code provisions that says it has to be registered and they notify the police and those types of --
- CHAIRMAN BUGBEE: It might be a quick way to catch them, wouldn't it?
- GARRY HAYES: Yeah, you could look at it that way.
- CHAIRMAN BUGBEE: Or would that be entrapment from your side? (Laughter)
- GARRY HAYES: But it is the concern about in particular the shopping center, which was once a neighborhood shopping center -- getting a number of businesses that can have some problems associated with them -- taverns and billiard parlors and now a store would buying and selling guns, and that's

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 11 -- U-79-84 -- HOME INVESTMENT COMPANY

Page 3

GARRY HAYES:

the problem these people have. They see their -- they see a neighborhood shopping center being turned into something that they don't like. There's a couple of questions also that I had and that they have also, based on the application, and that is, is this store going to be turned completely over to gun sales, or will it still be a combination hardware/surplus type store? The application's not clear about that. In addition, under the code, they can sell no more than 25% of the guns as used guns. In other words, 75% of their inventory has to be new and 25% of their inventory has to be used. Arguably, if they had a very mixed inventory, then they could be selling all used guns, no new guns, as long as at least 75% of their inventory was Levi's and hardware and these types of things. So there are some concerns that this will be also just be a store with --

COMMISSIONER JUNIEL:

What's problem with used guns? I'm confused. I don't know anything about guns. What if they were all new? I mean, is there a difference? I mean, seriously, as far as the opposition?

GARRY HAYES:

Well, as far as the opposition, it's the feeling that used guns are cheaper. Someone buying -- a store that buys guns -- like I say, the feeling was that it could easily -- the people could think of it as an easy place where they could sell guns that maybe they had come across illegally.

CHAIRMAN BUGBEE:

I'm going to have to interject something here. Because a man deals in guns really doesn't make him a second class citizen.

GARRY HAYES:

No, no.

CHAIRMAN BUGBEE:

You know, he has to whether he's selling a Saturday Night Special or a fancy Colt Gold Cup, he has the same rules for both guns, and the same waiting period. I mean, and most of these gun people do a pretty good job of policing their own stores. I just don't know of any that have been robbed recently during work hours or even after. They have bars and everything else up in them. I'll give you another minute or two, if you want to (talking to Giles), and then I'll ask him if he wants to say anything in rebuttal.

COMMISSIONER GILES:

Again, the used gun situation, I'm sorry to say I don't think is an issue. The ratio there, and I perhaps will ask him to answer your questions, on the percentages of Levis to guns, if you will, but you have about got me convinced to recommend closing the bar before somebody

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 11 -- U-79-84 -- HOME INVESTMENT COMPANY.

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- COMMISSIONER GILES: gets drunk, takes a pool cue and breaks a window out of his hardware business. You know, I don't understand why you are resisting it. I hear you. I know you don't want it, but I don't know why, and that's what I really want you to answer to. Why?
- GARRY HAYES: Well, it's just the impression of the neighbors down there, that they are opposed to having someplace in their neighborhood where people can go and buy and sell used guns.
- COMMISSIONER SORENSEN: But it's a fact that if the neighborhood is going down to a -- the shopping center to something that they don't want, people can walk in with guns. They don't necessarily have to buy them there.
- GARRY HAYES: Oh, yes. They can go anywhere in town. It's just that it's easily accessible and it's close to where some of the problems may be.
- COMMISSIONER JUNIEL: So actually, you are just representing some citizens that asked you to.
- GARRY HAYES: Right, they had asked me. They were somewhat alarmed by this application, and if we could at least have a clarification as to what the long range plans are.
- CHAIRMAN BUGBEE: That's why I asked you if you were through with your summation. I'll give him a chance and rebuttal it.
- HAROLD FOSTER: While he's coming up, let me just clarify one thing.
- CHAIRMAN BUGBEE: Well, I realize there's a public hearing.
- HAROLD FOSTER: Yes. You can -- he can have as a matter of right the retail of sale of new guns on the premises without coming before this board or anyone else. Just, you know, have the business license to do it. Basically, the Class 3, the use permit, is for the used gun portion, and he could --
- CHAIRMAN BUGBEE: Well, it's just like selling new cars. People come in and trade guns. I've done it myself. I think that the two go hand and glove, a new car agency has a used car section. Would you like to answer a couple of his questions specifically? If you have something specific you want to ask him, please feel free.
- ALAN FELDMAN: Well, I heard a couple of the questions you asked. First of all, security is a big problem and when we first went into the store, approximately three years ago, we invested about \$3500 in a major security system, and if any of the

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 11 -- U-79-84 -- HOME INVESTMENT COMPANY

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ALAN FELDMAN:

tapes are broken or there is an entry, let's say through the roof, we have the system where they have the automatic eyes that catch the movement --

COMMISSIONER GILES:

Ultrasonic.

ALAN FELDMAN:

Right. And it telephones it directly to the Metro Alarm System, and we fortunately haven't had any breakins. Carrying weapons makes it a higher risk for me and insurance. That is a fact. And our alarm system is quite adequate to detect that. I know in our other store where we moved from Stewart and Eastern to Bonanza and Eastern where we are now, we were at Stewart for eight years. We did have a breakin and we caught them. I don't know if it were the alarm system or not. Fortunately, there was a squad car next door at 7-11 when the alarm went off and we did catch them, but we didn't have guns then. To answer his question about the percentage of guns, I don't know if you're familiar with the store itself. It's a large store. It's 17,000 square feet. It used to be a super market and then it was part of Vegas Village. It was called Builders Village, mainly a hardware store. Well, we've turned it into a combination of things. About 25% of it is True Value Hardware Store, still all one store though. Perhaps a third of it is camping and prospecting, such as sleeping bags, bag packs, metal detectors, gold pans and dredges, things of that nature, and general camping gear, and then the bulk of the store is Levis -- the brand name Levis -- U.S. made boots. We have a good big selection, and clothing, and the coats, camouflage clothing, and things of that nature. The bulk of the store is clothing. Now, by adding the gun section, which will be in the camping department, it won't be -- there won't be any changes really, except we'll probably put in a few more showcases and build up some display cases behind the showcases, and I would say that our gun sales, we don't anticipate probably wouldn't be more than 5 to 10% of our general sales. And if there's any other questions.

GARRY HAYES:

I guess what my question is, will the gun inventory be 25% used guns and 75% new guns?

ALAN FELDMAN:

Well, that is the stipulation of the --

GARRY HAYES:

No, it's not. It's not total inventory.

ALAN FELDMAN:

Right.

GARRY HAYES:

It's gun inventory.

ALAN FELDMAN:

And I agree with you and also the people you represent. That shopping center has had some problems. I don't think

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - JANUARY 24, 1985
ITEM 11 -- U-79-84 -- HOME INVESTMENT COMPANY.

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ALAN FELDMAN:

it has been from the bar that's there, but from the pool hall next door to me. It's had problems, and I know the owner there and he tries everything to protect the shopping center and clientele of the shopping center, but just the general nature of it, which is young people lingering, creates problems. And the problem that's in the shopping center isn't from our store, and I don't think it's from the bar. Occasionally, they have a drunk, I'm sure, but it's from the children that hang out in that pool hall, and when they get bored, what they might be up to. It isn't from our store, because we don't allow any children in the store unless they are accompanied by parents, if they're very young, and the teenagers that do come in the store, I'm right on them, because they have a very high shoplifting problem. And they don't come in our store and linger, and they don't stand outside our store and linger, but they do in front of the Crystal Palace, which is a pool hall and arcade.

CHAIRMAN BUGBEE:

Thank you. Any other questions? Anyone else? If not, I'm going to close the hearing.

COMMISSIONER GILES:

I find the applicant's application a reasonable request for a retail business of that type. I'M GOING TO MOVE FOR APPROVAL with any of staff's recommendations -- well, they've already made their recommendation, and suggest that the applicant review additional security during closed hours on the firearms. Purely a suggestion.

CHAIRMAN BUGBEE:

Cast your vote, please. That will be heard on the 6th of February at the City Council meeting? (UNANIMOUS APPROVAL VOTE)

HAROLD FOSTER:

Yes.

CHAIRMAN BUGBEE:

At 2 P.M.?

HAROLD FOSTER:

No, that will just be to set date.

CHAIRMAN BUGBEE:

They will be setting a date for the public hearing. It will be on the 6th of February at 2 P.M. in these Chambers.

UNIDENTIFIED:

What was that?

CHAIRMAN BUGBEE:

That will be setting a date for the public hearing. It will be heard at the City Council meeting here on the 6th of February at 2 P.M.

HAROLD FOSTER:

It will probably come up February the 20th. These types of uses have to go to the City Council for final decision.

(END OF DISCUSSION ON THIS ITEM)

0279

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

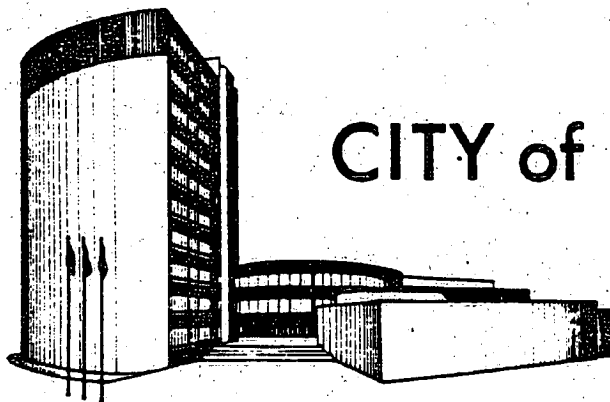
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

FEBRUARY 20, 1985

NOTICE IS HEREBY GIVEN THAT on Wednesday, February 20, 1985, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

U-79-84 Application of HOME INVESTMENT COMPANY for a Use Permit to allow a Class III Secondhand Dealer to buy and sell new and used handguns, rifles and accessories (75% new - 25% used) on property located at 2421 East Bonanza Road in Zoning District C-1.

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 26, TOWNSHIP 20, RANGE 61 EAST, M.D.B. & M.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall.

CAROL ANN HAWLEY
CITY CLERK



AGENDA*City of Las Vegas*

February 20, 1985

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

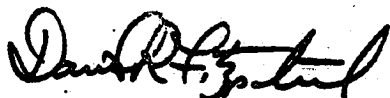
**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR**

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, whichever occurs first;
4. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development.);
5. Satisfaction of City Code requirements and design standards of all City departments;
6. Approval of the parking and driveway plans by the Traffic Engineer.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*0281
February 20, 1985

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (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.

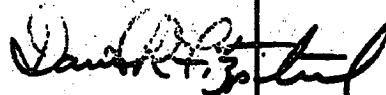
Final Maps:

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.

APPROVED AGENDA ITEM



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February 20, 1985

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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

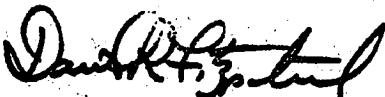
X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

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.
4. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM



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AGENDA*City of Las Vegas*

February 20, 1985

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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)A. ZONE CHANGE1. ABEYANCE ITEM - Z-100-84 - ROBERT
FAILING AND SHARON L. BERGERRequest for reclassification of property
generally located at 1117 South Rancho Drive.

From: R-E (Residence Estates)

To: C-1 (Limited Commercial)

Proposed Use: Offices and Restaurant

Planning Commission unanimously recommends
DENIAL. If approved, subject to the
following conditions:

1. Resolution of Intent shall be restricted
to a twelve month time limit.
2. Application be amended to P-R.
3. Install a sidewalk on Rancho Drive as
required by the Division of Land Develop-
ment and Flood Control of the Depart-
ment of Community Planning and Develop-
ment.

Staff Recommendation: DENIAL

PROTESTS: 49

Levy -
DENIED
Unanimous
(Nolen excused)

Clerk to notify

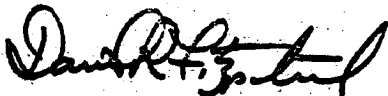
John O'Reilly, Atty.
Jim Wolfram &
Mrs. Failing
appeared

Protestants:

Grant Larson, Atty.

John Renschler
1201 S. RanchoStephaine Hurley
2231 W. CharlestonMarion Cassa
2310 Sherman Pl

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0284

A. ZONE CHANGE

1. ABEYANCE ITEM - Z-100-84 - ROBERT W. FAILING & SHARON L. BERGER

This item was held in abeyance at the last meeting at the request of the applicant's attorney, John O'Reilly, who was required to be in District Court on a trial. The application is to rezone this property at 1117 S. Rancho Drive from R-E to C-1. There is developed R-1 on the west side of Rancho and R-E to the north and south. To the east is C-1 on a parcel which fronts on Charleston Boulevard. The applicants were proposing an office development which may include a restaurant and, for that reason, the restaurant use was advertised. At the Planning Commission meeting, the applicants indicated they wished to amend their application to P-R and eliminate the restaurant and any commercial use. Presently, a small home is on this property and there have been complaints and problems about illegal commercial operations and the storage of large equipment and junk on the premises in the past. Over the years, the policy has been to allow commercial zoning along Charleston Boulevard that varies in depth, depending on the zone of the parcel. This property while it backs up to commercial on the east, does not have frontage on Charleston Boulevard and if this application was approved, it would start a non-residential pattern along Rancho Drive with no logical stopping point as it transitions south towards Oakley. As you know, there are relatively large and expensive homes in this area south of West Charleston Boulevard. These properties have been protected through block walls, building setbacks and other requirements imposed on the commercial properties as they transitioned along Charleston Boulevard. There was a protest factor from the residents who felt both C-1 or P-R would be detrimental to their neighborhood.

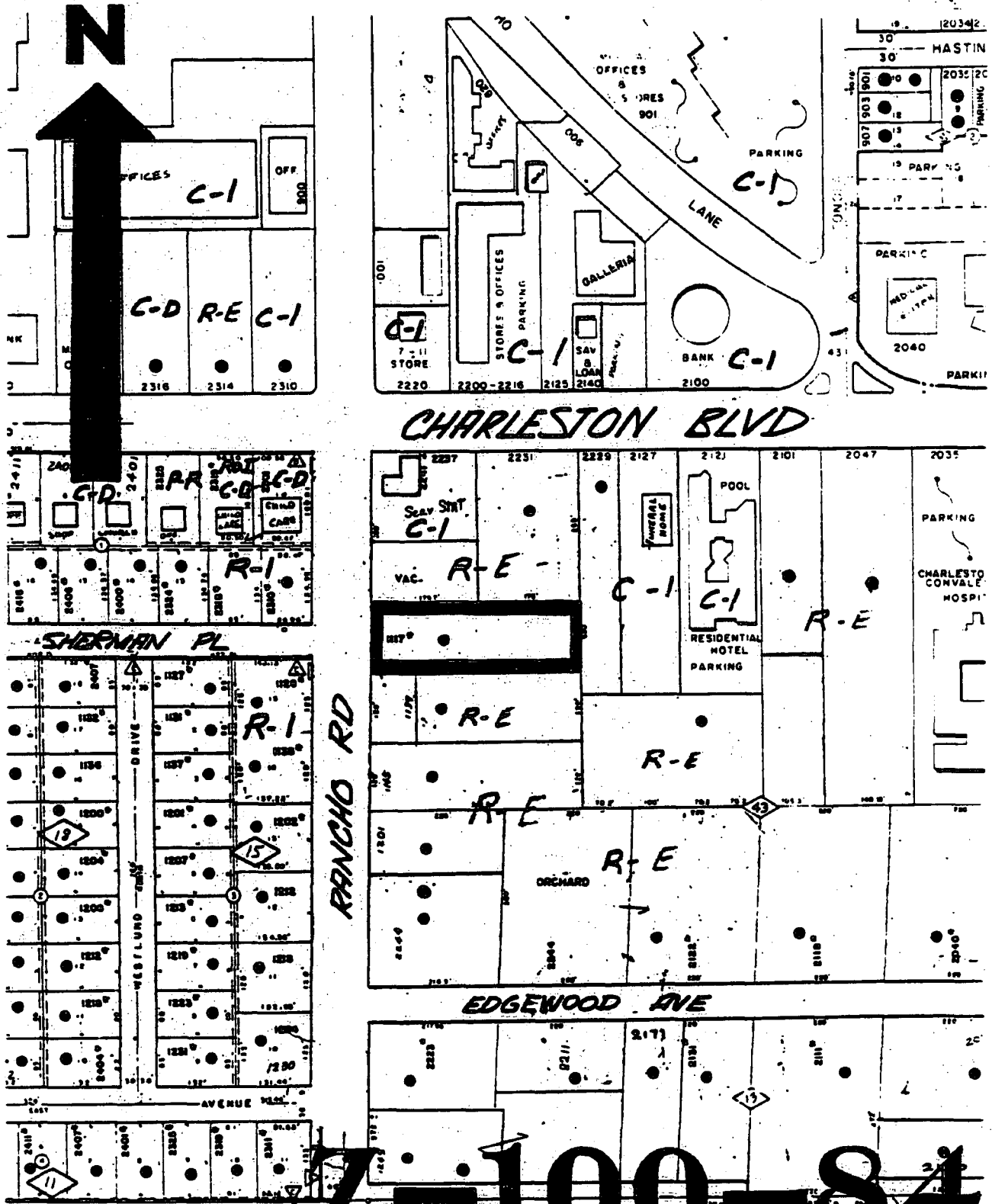
Planning Commission Recommendation: DENIAL, contrary to the established residential pattern on Rancho Drive.

Staff Recommendation: DENIAL, not compatible zoning

PROTESTS: 49 (1 letter, petition with 43 signatures, 5 at meeting)

SEE ATTACHED LOCATION MAP

0285



0286

January 10, 1985

City Planning Commission
Las Vegas, Nevada

I feel an office building at 1117 Rancho would be an asset to the area as it now stands. I have no objection.

Paul John CHEVRON DEAR

**THE FOLLOWING
PAGE(S) ARE
ILLEGIBLE/POOR
QUALITY**

0287

January 10, 1985

City Planning Commission
Las Vegas, Nevada

An office building at 1117 Rancho Drive would improve the area.
I am for the project.

Sam Lause

TOTALS
40 SCOTCH EIGHTIES

PETITION

80 McNEIL ESTATES

120 TOTAL HOMES

0288

TO: CITY COUNCIL OF LAS VEGAS:

We the undersigned residential owners of property in the immediate area of 1117 South Rancho Drive, Las Vegas, Nevada, have no objection to this property receiving C-1 zoning for the purpose of the construction of an office building. We feel this would upgrade and beautify the present property.

Please approve the zoning:

NAME	ADDRESS
M. M. M.	2031 Audubon Ave
Marianne Kider	2020 Waldman Ave
Arren M. M.	2100 Waldman Ave.
LaVonne K. M. M.	1217 Park Cir.
Donna M. M.	2121 LeCroy Cir
Mark Conner	1540 PNB St. S.
Karen Gordon	1630 Westwood Dr.
Edith Walt. K. M. M.	1910 W. Oakley
Kenneth M. M.	1916 W. Oakley.
Patricia M. M.	2100 W. Oakley
Steve M. M.	1628 BIRCH
Scott M. M.	2112 W. Oakley Blvd.
Andy M. M.	1205 Park Circle
R. M. M.	3171 Edgewood.
M. M. M.	1208 Park Cir.
M. M. M.	1208 Park Cir.
M. M. M.	227 Park Cir.
M. M. M.	3216 Linking
M. M. M.	3205 Linking

PETITION

0289

TO: CITY COUNCIL OF LAS VEGAS:

We the undersigned residential owners of property in the immediate area of 1117 South Rancho Drive, Las Vegas, Nevada, have no objection to this property receiving C-1 zoning for the purpose of the construction of an office building. We feel this would upgrade and beautify the present property.

Please approve the zoning:

<u>NAME</u>	<u>ADDRESS</u>
Jim Holman	3005 Burton
John P. Smith	2912 BURTON AVE
Estel Mottacini	3004 Burton
J. J. J. J.	1502 Westwood Dr
John J. J.	1910 Silver AVE
Paul Brown	1920 Silver Ave
Agnes Speciale	2109 Silver Ave.
James L. Wells	2001 Silver Ave
John J. J.	1625 Westwood Drive
Louis Finello	1701 SILVER
Steve Smith	1801 BANNIES AVE
John J. J.	1721 " "
Dennis Harrington	1701 Bannies Ave.
Wylee J. J.	1700 Bannies Ln
Yvonne J. J.	2000 Bannies
R. J. J.	1901 Bannies
R. J. J.	2019 Bannies Ln.
Maria L. J.	1921 " "
W. J. J.	1403 WEST WOOD.
C. HORTON	1605 WALDMAN
W. J. J.	1205 Waldman Dr.

PETITION

0290

TO: CITY COUNCIL OF LAS VEGAS:

We the undersigned residential owners of property in the immediate area of 1117 South Rancho Drive, Las Vegas, Nevada, have no objection to this property receiving C-1 zoning for the purpose of the construction of an office building. We feel this would upgrade and beautify the present property.

Please approve the zoning:

<u>NAME</u>	<u>ADDRESS</u>
<i>John J. Thumel</i>	3013 Burton Avenue, Las Vegas, NV 89102
<i>Ben Semelle</i>	3011 Burton Ave. Las Vegas, NV 89102
<i>Gilbert Reid</i>	3009 Burton and L.V. 89102
<i>Rev. Bearden</i>	2901 Burton Ave. L.V. 89102
<i>C. M. Abdo</i>	2813 Burton Ave L.V. 89102
<i>L. F. Shore</i>	2805 Burton Ave. L.V. 89102
<i>Margaret Donnelly</i>	1300 CAHLAN DR LV. 89102.
<i>Joe Smith</i>	2724 Burton Ave 89102
<i>Kathy Davis</i>	2725 Burton. LV
<i>Joe Westcott</i>	2718 Burton LV
<i>C. Mouri</i>	2713 Burton LV 89102
<i>K. Papworth</i>	2707 Burton LV 89102
<i>Shir Belle</i>	2612 Burton LV 89102
<i>A. J. J.</i>	2601 Burton
<i>A. P. Deady</i>	2620 Burton L.V. 89102
<i>R. F. McKel</i>	2618 Burton LV 89102
<i>J. H. M.</i>	2700 Burton LV 89102
<i>Wm. Ward</i>	2808 Burton Ave 89102
<i>Heideman</i>	2816 Burton L.V. 89102

PETITION

0291

TO: CITY COUNCIL OF LAS VEGAS:

We the undersigned residential owners of property in the immediate area of 1117 South Rancho Drive, Las Vegas, Nevada, have no objection to this property receiving C-1 zoning for the purpose of the construction of an office building. We feel this would upgrade and beautify the present property.

Please approve the zoning:

<u>NAME</u>	<u>ADDRESS</u>
<i>[Signature]</i>	
<i>[Signature]</i>	
<i>[Signature]</i>	
<i>[Signature]</i>	
<i>[Signature]</i>	2311 LLEWELLYN DR
Dale S. Don	2324 LLEWELLYN DR LV 89102
Buddy C. Newman	2400 LLEWELLYN DR 89102
<i>[Signature]</i>	2404 Llewellyn Dr
<i>[Signature]</i>	2500 Llewellyn Dr LV
<i>[Signature]</i>	2504 LLEWELLY DR. LV 89102
<i>[Signature]</i>	2505 Llewellyn Dr 89102
Dr. R. E. Elan	2405 Llewellyn
Rosemary Finley	2400 Laurie Dr. LV. 89102
Dr. Margaret [Signature]	2404 Laurie Dr LV 89102
Maria [Signature]	2410 Laurie Dr. LV 89102
<i>[Signature]</i>	
C. [Signature]	2500 Laurie Dr LV. 89102
<i>[Signature]</i>	
<i>[Signature]</i>	21105 Laurie Dr LV 89102
Wayl Cherry	2325 Laurie Dr 89102

PETITION

0292

TO: CITY COUNCIL OF LAS VEGAS:

We the undersigned residential owners of property in the immediate area of 1117 South Rancho Drive, Las Vegas, Nevada, have no objection to this property receiving C-1 zoning for the purpose of the construction of an office building. We feel this would upgrade and beautify the present property.

Please approve the zoning:

<u>NAME</u>	<u>ADDRESS</u>
John Feeling	1117 Rancho Dr. So. L.V. Nev.
William Gorkin	2731 Bryant Ave. L.V. NV 89102
Larry Larkin	3713 Bryant Ave. S.E. Nev. 89102
John Larkin	2727 Bryant Ave
Tim Larkin	2601 Colantha Ave. S.E. Nev.
Marilyn L. Trishman	2701 Colantha Ave. S.E. Nev.
Martha Edwards	2718 Colantha Ave. S.E. Nev.
John L. Larkin	3009 Colantha Ave. S.E. Nev.
Timothy L. Larkin	2712 Delmar
Rhonda Eiche	3600 W. Delmar St.
Alice L. Wilson	1615 Strong 89102
John L. Virginia	1661 Strong 89102
David Bettrell	1505 Strong 89102
John L. Larkin	3016 Colantha Ave. S.E. Nev.
Mary M. Fleck	3100 Colantha 89102
Carl M. Fleck	3100 Colantha 89102
John L. Larkin	1215 Strong 89102
John L. Larkin	1215 Strong 89102
John L. Larkin	1111 Strong Dr. 89102
Dorothy L. Thomas	1139 S Rancho Dr. 89102

PETITION

0293

TO: CITY COUNCIL OF LAS VEGAS:

We the undersigned residential owners of property in the immediate area of 1117 South Rancho Drive, Las Vegas, Nevada, have no objection to this property receiving C-1 zoning for the purpose of the construction of an office building. We feel this would upgrade and beautify the present property.

Please approve the zoning:

<u>NAME</u>	<u>ADDRESS</u>
<i>Cynthia M. Muehle</i>	2904 Burton Ave. 89102
<i>Ellen A. Conant</i>	3210 ASHBY AVE 89102
<i>David Goldwater</i>	2824 Ashby Ave 89102
<i>James Mulick</i>	2706 Ashby Ave 89102
<i>John R. Sayer</i>	2612 Ashby Ave. 89102
<i>Chris Fingersh</i>	2801 Ashby Ave 89102
<i>Helen Lund</i>	3001 Ashby Ave. 89102
<i>Adam Zook</i>	3211 Ashby Ave 89102
<i>Jane Collet</i>	3221 Ashby Ave - ~~89102~~ 89102
<i>Julie Doyle</i>	2916 Burton Ave. 89102
<i>Thomas C. Sawyer</i>	2908 BURTON AVE 89102
<i>Bruce Kent</i>	2909 Burton Ave 89102
<i>Frances Thompson</i>	3001 Burton 89102
<i>Roshe M. Lynch</i>	2606 Mason Ave 89102
<i>John Tucker</i>	2917 BURTON AVE 89102
<i>Dennis C. Whipple</i>	1138 Rancho Dr. 89102 L.V.

38 *Signatures*
Total 4 Names

23 McNeil Estates
15 Scotch Eighties

Edgewood	S. Rancho	Mason	Westland	Sherman Place	Park Circle
2244	~~1218~~	2311	1919	2416	1273
2111	1218	2401	1212	2318	1222
2223	1230	2324	1208	2310	1216
2118	1201	~~2319~~	1207		1213
2046	1245	2319	1201		
			1138		
			1127		
			1132		
			1204		
			1213		

W. Charleston	Crescent Circle	Birch	Bannis
2231	3	1620	2211
2401	5		
	11		
	10		

0295

AGENDA*City of Las Vegas*

February 20, 1985

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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)**

- * CONSENT ITEMS - B, C AND D may be acted upon in one motion. Staff recommends approval of all items. The Planning Commission has recommended approval on Items B and C (sub-division maps). Any item may be discussed at the Council's discretion.

B. TENTATIVE MAP*1. Desert Park Homes**

Property generally located on the north side of Vegas Drive, east of Torrey Pines Drive, N-U Zone (under Resolution of Intent to R-CL)

Owner: John & Michael James Gaffey

Subdivider: Park W. Haws, Inc.

No. of Acres: 6.6 No. of Lots: 46

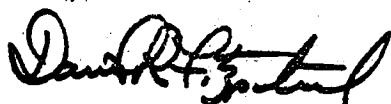
Subject to the following conditions:

1. Conformance to the conditions of approval for Z-8-84.
2. No vehicular access to Vegas Drive from the abutting lots.
3. Provide a loop water system between Barrel Cactus Drive and Joshua Tree Drive or an alternate proposal as required by the Department of Fire Services.
4. If a wall is constructed on an exterior boundary street, the CC&Rs shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - FEBRUARY 20, 1985

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0296

B. TENTATIVE MAP

1. Desert Park

The tentative map substantially conforms to the subdivision regulations and the approved plot plan for this proposed R-CL development. There are 46 lots proposed.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

0297

February 20, 1985

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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)*B. TENTATIVE MAP2. Tonopah Village

Property generally located on the west side of Tonopah Drive, south of Washington Avenue, R-1 Zone (under Resolution of Intent to R-PD17).

Owner/Subdivider: Robert L. Conn
No. of Acres: 5 No. of Lots: 22

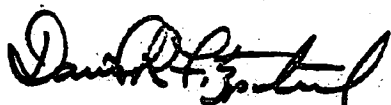
Subject to the following conditions:

1. Conformance to the conditions of approval for Z-61-82.
2. Conformance to the Flood Hazard Reduction Ordinance.
3. Drainage to meet the requirements of the Division of Land Development and Flood Control of the Department of Community Planning and Development.
4. If a wall is constructed on an exterior boundary street, the CC&Rs shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

B. TENTATIVE MAP

2. TONOPAH VILLAGE

The Tentative Map substantially conforms to the subdivision regulations and the approved zoning plan on this proposed R-PD17 development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

February 20, 1985

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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)*C. FINAL MAP1. Tonopah Village

Property generally located on the west side
of Tonopah Drive, south of Washington Avenue,
R-1 Zone (under Resolution of Intent to R-PD17)

Owner/Subdivider: Robert L. Conn

No. of Acres: 5 No. of Lots: 22

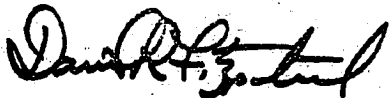
Subject to the following conditions:

1. Approval of the tentative map.
2. Conformance with the tentative map.
3. Conformance to the conditions of approval
for the tentative map.

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

x.

0300

C. FINAL MAP

1. TONOPAH VILLAGE

This is the final map for the entire area involved on the tentative map on the previous item. The final map conforms to the tentative map. If the tentative map is approved, then this final map can also be approved.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

0301

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February 20, 1985

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CITY COUNCIL
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PHONE 386-6011

ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*****C. FINAL MAP****2. Tenaya II, Unit 1**

Property generally located on the south side
of Washington Avenue, east of Tenaya Way,
N-U Zone (under Resolution of Intent to R-1).

Owner: Thomas T. Beam

Subdivider: Plaster Development Co., Inc.

No. of Acres: 5.26 No. of Lots: 22

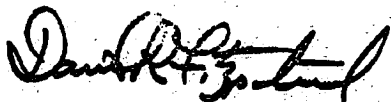
Subject to the following conditions:

1. Conformance to the conditions of the tentative map.

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

x.

C. FINAL MAP

2. TENAYA II, UNIT 1

This final map is the first unit of this proposed R-1 development that is located southeast of Washington and Tenaya Way. The final map conforms to the approved tentative map.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

0303

February 20, 1985

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CITY COUNCIL
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*C. FINAL MAP3. 5 Points (A Commercial Subdivision)

Property generally located on the northeast corner of Fremont Street and Eastern Avenue, R-4 and C-2 Zones (under Resolution of Intent to C-2).

Owner: Ahmanson Foundation

Subdivider: Vista Management Co.

No. of Acres: 6.04 No. of Lots: 1

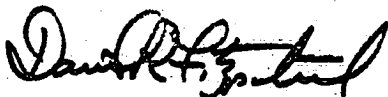
Subject to the following condition:

1. Conformance to the conditions of approval for the tentative map.

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - FEBRUARY 20, 1985

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

x.

0304

C. FINAL MAP

3. FIVE POINTS (COMMERCIAL SUBDIVISION)

The map conforms to the approved tentative map for the proposed commercial shopping center and commercial storage unit complex at the northeast corner of Charleston Boulevard and Eastern Avenue.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

0305

AGENDA*City of Las Vegas*

February 20, 1985

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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)* D. RELEASE OF BOND

1. Location: 6200 W. Sahara
 Use: Curb, sidewalk, drive-
 ways, street paving,
 sewer, street light-
 ing, fire hydrant,
 valley gutter

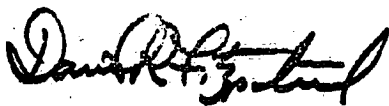
Builder: Sletten Construction
 Surety Co.: St. Paul Fire & Marine
 Insurance

Amount: \$102,793.41
 Bond No.: 400 FX 1533
 (CLV-4-81)

Levy -
 APPROVED Items B,
 C, D, E & F as
 recommended.
 Unanimous
 (Nolen excused)

Clerk to notify and
 Planning to proceed

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - FEBRUARY 20, 1985

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0306

*D. RELEASE OF BOND

1. Sletten Construction - 6200 W. Sahara

The installation of curb, sidewalk, driveways, street paving, sewer, street lighting, fire hydrant and valley gutter at the above location have been completed, inspected and accepted. Therefore, it is in order to release the bond for this work.

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

0307

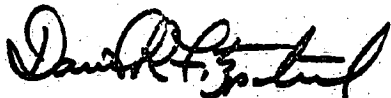
February 20, 1985

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

ITEM	Council Action	Department Action
X. <u>COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)</u>		
E. <u>ENCROACHMENT REQUESTS</u>		
1. <u>Mini-Stor - 1911 West Bonanza Road</u>		
Request to enter into an Encroachment Agreement to allow fencing, planters and parking area in the right-of-way adjacent to property generally located at 1911 West Bonanza Road.	Levy - APPROVED Items B, C, D, E & F as recommended. Unanimous (Nolen excused)	Staff to proceed
Staff Recommendation: APPROVAL		

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
 RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
 FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0308

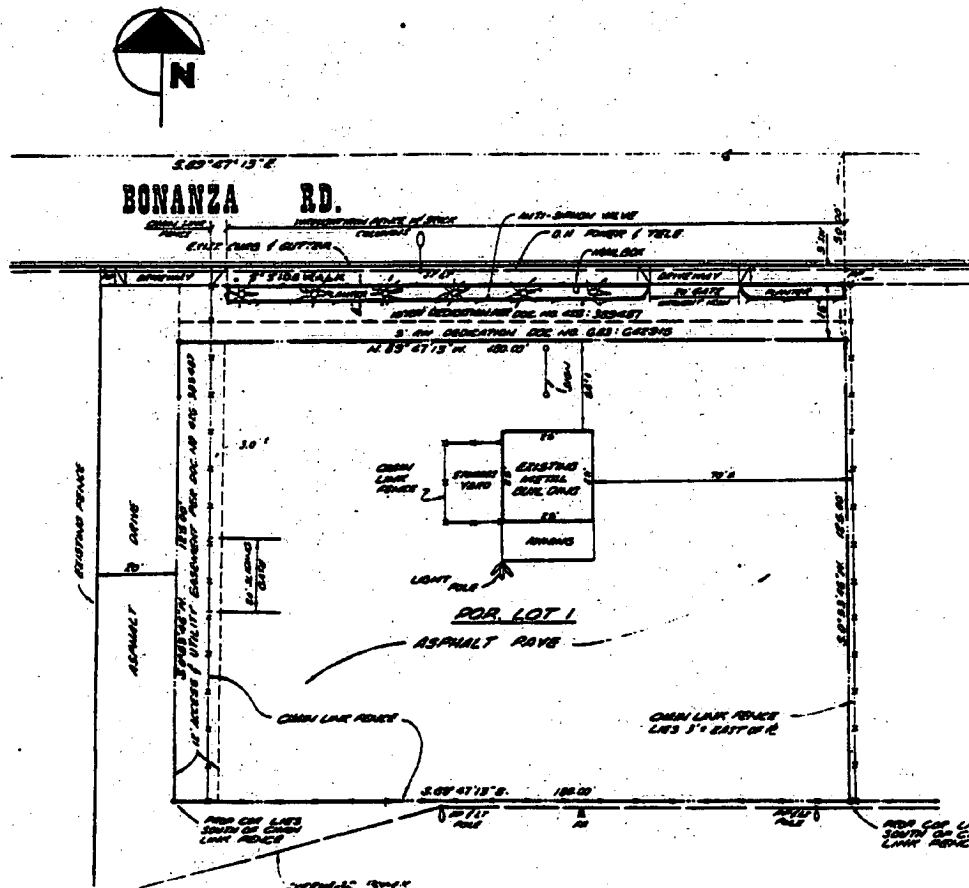
E. ENCROACHMENT REQUEST1. Mini-Stor - 1911 West Bonanza Road

The Encroachment Request is to allow fencing, planters, and pavement for parking in the right-of-way at 1911 West Bonanza Road in front of the commercial storage unit complex. There is 15 feet of right-of-way between the back of the sidewalk and the property line. Immediately behind the sidewalk, a wrought iron fence with brick columns is proposed and adjacent to that will be the 4 foot wide planters with the remaining 11 feet to be paved. This is acceptable utilization of this right-of-way. The applicant has signed the encroachment agreement forms regarding liability, removal and maintenance.

STAFF RECOMMENDATION: APPROVAL

EXHIBIT "A"

ENCROACHMENTS AT 1911 W. BONANZA RD.
 FOR A-1 PERSONAL STORAGE



AGENDA*City of Las Vegas*

0309

February 20, 1985

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)E. ENCROACHMENT REQUEST2. Lillie P. Watkins - 418-422 W. Washington

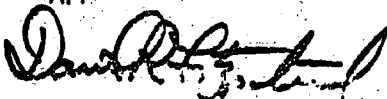
Request to enter into an Encroachment Agreement to allow fencing in the right-of-way on property generally located at 418 and 422 W. Washington Avenue.

Staff Recommendation: APPROVAL

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Staff to proceed

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

x.

0310

E. ENCROACHMENT REQUEST

2. Lillie P. Watkins - 418 & 422 W. Washington Avenue

The request is for an encroachment permit to allow a fence to be constructed in the right-of-way behind the sidewalk at 418-422 West Washington Avenue. There is 12 feet of existing right-of-way between the property line and the sidewalk. There is an apartment building on this property. The owner has signed the encroachment agreement concerning removal and liability.

STAFF RECOMMENDATION: APPROVAL

0311

AGENDA*City of Las Vegas*

February 20, 1985

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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)

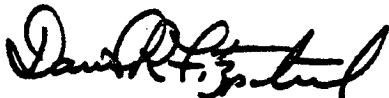
- F. REQUEST OF THE CITY OF LAS VEGAS TO INITIATE A STREET NAME CHANGE FROM PECOS STREET TO NEMETH DRIVE FOR THAT PORTION OF PECOS BETWEEN CHARLESTON BOULEVARD ON THE SOUTH AND A POINT APPROXIMATELY 450 FEET NORTH OF SUNRISE AVENUE.

STAFF RECOMMENDATION: APPROVAL

Levy -
APPROVED Items B,
C, D, E & F as
recommended.
Unanimous
(Nolen excused)

Planning to proceed

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
 RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
 FEBRUARY 20, 1985 CITY COUNCIL AGENDA

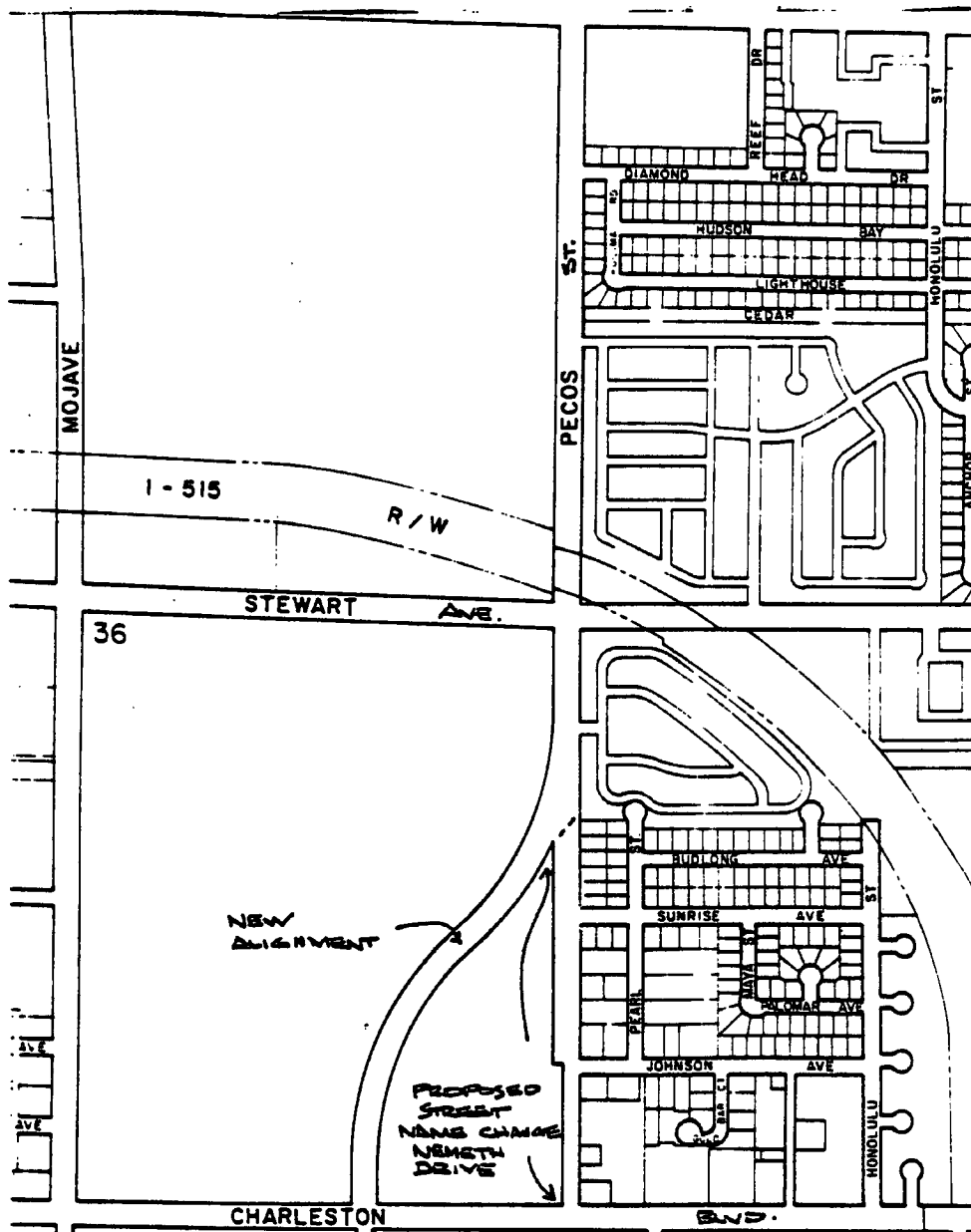
X.

0312

F. REQUEST TO INITIATE A STREET NAME CHANGE FROM PECOS STREET TO NEMETH DRIVE

The request is to initiate a street name change on Pecos Street to Nemeth Drive on the segment between Charleston Boulevard and to a point approximately 450 feet north of Sunrise Avenue. The street name change is necessary because Pecos Street has been realigned to the west to Charleston Boulevard on City property. Pecos was recently approved through a Regional Transportation Commission project. The suggested name is being proposed by staff in memory of Silviu Nemeth, who was killed in a plane crash in 1983 and was an employee of the Department of Community Planning and Development.

Staff Recommendation: APPROVAL



0313

AGENDA*City of Las Vegas*

February 20, 1985

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PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)G. EXTENSION OF TIME1. Z-70-81 - GENE BOTT

Request for an Extension of Time on property generally located on the east side of 23rd Street, between Searles and Hinkle Street, R-1 Zone (under Resolution of Intent to R-3).

Planning Commission unanimously recommended APPROVAL, subject to the following conditions:

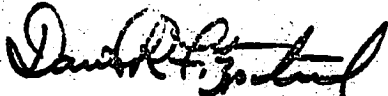
1. Extension of Time shall expire January 19, 1986.
2. Conformance to all ordinance amendments enacted subsequent to this original approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED
Unanimous
(Nolen excused)

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0314

6. EXTENSION OF TIME

1. Z-70-81 - GENE BOTT

This is the third request for an Extension of Time to maintain the Resolution of Intent for R-3 zoning on this property that is generally located on the east side of 23rd Street, between Searles and Hinkle Street. The applicant indicated he is still trying to find financing for this development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL, subject to a one year extension.

STAFF RECOMMENDATION: APPROVAL, subject to a one year extension

AGENDA*City of Las Vegas*

February 20, 1985

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

H. PARCEL MAP - WAIVER OF OFF-SITE IMPROVEMENTS

1. ABEYANCE ITEM - PM-50-84 - SCANDIA SPORTS
INC. ON BEHALF OF VIVINIAN E. O'HARE ETALRequest of SCANDIA SPORTS, INC. on behalf of
VIVINIAN E. O'HARE ET AL to waive the require-
ments for full street improvements on a
portion of Rigel Street south of Meade Avenue.Planning Commission voted (3-0-2) to APPROVE
this item, subject to the following
conditions:

1. Construct a 24 foot wide temporary
access way on Rigel Street adjacent to
Parcel 1, consisting of 4 inches of
Type II gravel that is compacted and
oil coated as required by the Department
of Community Planning and Development.

2. A review be conducted in six months.

Staff Recommendation: APPROVAL, subject to
the construction of a 24' wide paved access
adjacent to Parcel 1.Levy -
APPROVED Waiver,
subject to applicant
entering into an
Assessment District.
Unanimous
(Nolen excused)(Note: Conditions
1 and 2 recommended
by Planning Commis-
sion are deleted)Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0316

H. PARCEL MAP - WAIVER OF OFF-SITE IMPROVEMENTS

1. PM-50-84 - ABEYANCE ITEM - SCANDIA SPORTS, INC. ON BEHALF OF
VIVINIAN E. O'HARE ET AL

This item was held in abeyance by the Council for staff to explore the feasibility of establishing an Improvement District to construct the street improvements on Rigel Street between Meade Avenue and Sirius Street. An Improvement District is possible because a majority of the street frontage has parcel maps pending which requires the owners to install the street improvements. It will take approximately 6 months before the proceedings under this Improvement District can be completed to start construction on this street. The representative from Scandia Sports, Inc., which is proposing an amusement facility on the east side of Rigel along the southerly portion is in agreement to participate in the Improvement District and there will be no need to install the temporary oiled surface accessway on the north portion of Rigel Street nor conducting the 6 month review as recommended by the Planning Commission. Consequently, the Council may wish to approve the waiver with the condition that the parties involved in this parcel map be required to participate in an Improvement District.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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AGENDA*City of Las Vegas*

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)I. PLOT PLAN REVIEW1. ZC-265-78 - KARSTEN T. BRONKEN

Request for a Plot Plan Review to allow vehicular access to Hauk Street from property located at 2025 S. Decatur Boulevard, N-U Zone (under Resolution of Intent to C-2).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan amended to relocate the north driveway to El Parque.
2. The south driveway shall only be used for access to the new car storage area.
3. All unloading of new cars from the transports shall be on-site and not on Hauk Street.
4. The gate on the south driveway shall be opaque and be locked at all times.

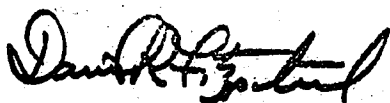
Staff Recommendation: DENIAL

Levy -
APPROVED as recommended by Planning Commission.
Unanimous
(Nolen excused)

Clerk to, notify & Planning to proceed

Karsten Bronken & Aldo Lipetti appeared

APPROVED AGENDA ITEM



1516

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

x.

I. PLOT PLAN REVIEW

1. ZC-265-78 - KARSTEN T. BRONKEN

This is a request for a Plot Plan Review to allow two driveways to Hauk Street from the proposed expansion area of the Toyota West new car dealership at 2025 S. Decatur Boulevard in a C-2 zone. The C-2 zoning was approved in the County and then annexed into the City recently. There is a developed apartment project in R-3 zoning to the west. The applicant is proposing the north driveway as an egress from the employee's parking lot and the south driveway as access to its new car storage area. At the Planning Commission meeting, the applicant was in agreement to relocating the north driveway to El Parque Avenue to the north but requested that the south driveway be provided because it is the only feasible means of access to the new car storage area. The applicant pointed out there is access on Hauk Street on the commercial property to the south which was also approved in the County. The Planning Commission recommended approval, subject to relocating the north driveway to El Parque and that all unloading of new cars from the transports be on-site and not on Hauk Street.

PLANNING COMMISSION RECOMMENDATION: APPROVAL, subject to relocating the north driveway to El Parque and all unloading of new cars shall be on-site.

STAFF RECOMMENDATION: DENIAL

AGENDA*City of Las Vegas*

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February 20, 1985

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

I. PLOT PLAN REVIEW

2. Z-57-78 - KENNETH ALTOSE

Request for a Plot Plan Review of property generally located at 213 Desert View Street, R-PD4 Zone.

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Conformance to the plot plan.

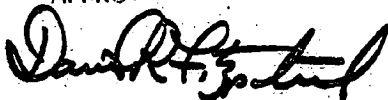
Staff Recommendation: DENIAL

Levy -
APPROVED as recommended by Planning Commission.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed

Kenneth Altose appeared

APPROVED AGENDA ITEM



1518

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

0320

I. PLOT PLAN REVIEW

2. Z-57-78 - KENNETH ALTOSE

The request is for a Plot Plan Review to allow a new single family residence to be constructed in the Rancho Bel Air subdivision at 213 Desert View Street in this R-PD4 zone. A review is necessary because the applicant is proposing an open carport on the front of the residence that will be located 10 feet from the front property line. At the time the R-PD4 zoning was approved, the residences were to generally have a 20 foot setback and there have been some approved by the Council with an 18 foot setback. The Home Owners Association and the Architectural Review Board have approved the Plot Plan with the 10 foot setback.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: DENIAL

AGENDA

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)J. ZONE CHANGE1. Z-96-84 - ELSIE BRODKIN

Application for reclassification of property generally located on the southwest corner of Lake Mead Boulevard and Jones Boulevard.

From: R-E (Residence Estates)

To: C-2 (General Commercial)

Proposed Use: Shopping Center and Commercial Storage Units

Planning Commission voted (4-0-1) to recommend APPROVAL, subject to the following conditions:

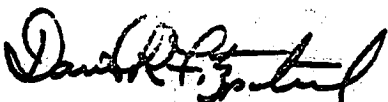
1. Resolution of Intent be restricted to a twelve month time limit.
2. Amend the application to C-1.
3. Provide aesthetic treatment on the west and south sides of the commercial storage units and redesign the front to screen the interior of the storage complex from Jones Boulevard.
4. Approval of the site plan does not constitute approval of the caretaker's residence.
5. Dedicate 20 feet of right-of-way for Lake Mead Boulevard as required by the Department of Design and Development.
6. Install street improvements on Jones Boulevard and Lake Mead Boulevard as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

Levy -
APPROVED, subject to conditions, with Condition #8 amended to reflect that applicant is to pay 25% of cost to construct traffic signal.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed
John Vornsand appeared

APPROVED AGENDA ITEM

(continued)



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Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)J. ZONE CHANGE

See Page 49

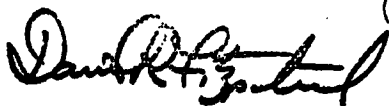
See Page 49

1. Z-96-84 - ELSIE A. BRODKIN (continued)

7. Submit a traffic study to the Traffic Engineer as required by the Department of Design and Development.
8. Construct a traffic signal system at the intersection of Jones Boulevard and Lake Mead Boulevard as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.
9. Finished grade to be as low as possible along the south for the commercial storage units.
10. Applicant to obtain approval on final construction plans including final grading plan and landscaping from the representatives of the neighborhood to the south prior to construction.
11. No businesses to be conducted in the commercial storage units.
12. No outdoor recreation vehicle storage be allowed in the commercial storage complex.
13. No automobile repair be conducted in the commercial storage units.
14. No amusement arcades or headshops be allowed in the shopping center.
15. No bars be allowed in the shopping center without food service (restaurant/grill).
16. All lighting to be shielded from the residential properties to the south.

APPROVED AGENDA ITEM

(continued)



AGENDA*City of Las Vegas* February 20, 1985CITY COUNCIL
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)J. ZONE CHANGE1. Z-96-84 - ELSIE A. BRODKIN (continued)

17. The hours of operation of the commercial storage units be limited from 7:00 A.M. to 10:00 P.M.

18. No razor wire be allowed on any portion of the shopping center or commercial storage unit project.

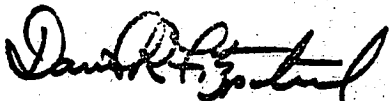
Staff Recommendation: APPROVAL

PROTESTS: 0

See Page 49

See Page 49

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
 RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
 FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

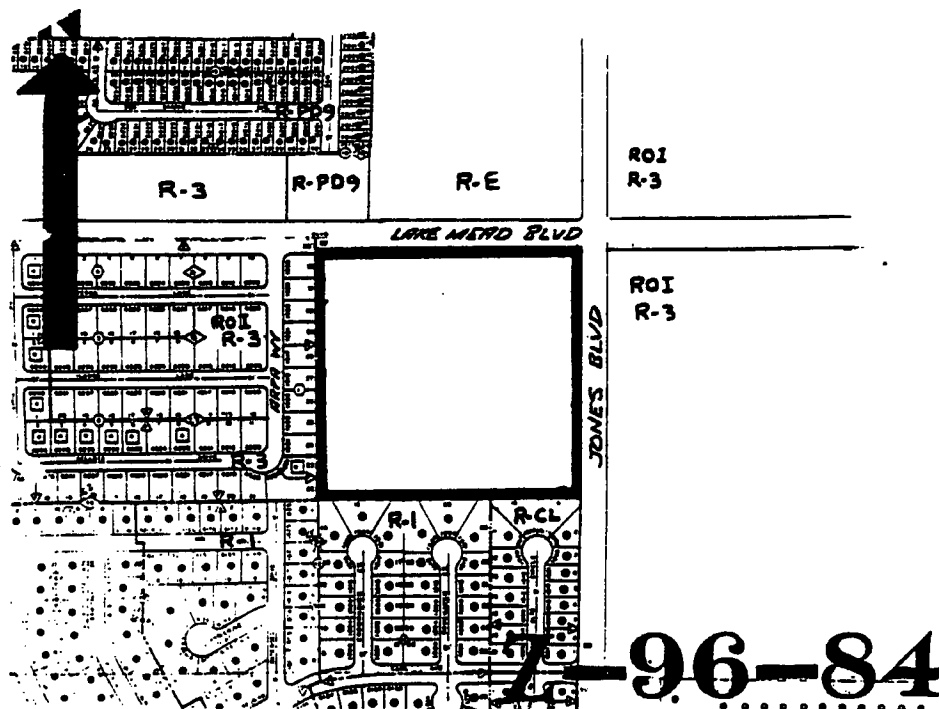
J. ZONE CHANGE1. Z-96-84 - ELSIE BRODKIN

The request is to rezone this ten acre parcel from R-E to C-2 at the southwest corner of Jones and West Lake Mead Boulevard. The applicant is proposing a 97,50 square foot shopping center building on the north portion and commercial storage units on the south portion of the property that will front on Jones Boulevard. To the south is developed R-1 and to the west is R-3 that is partially developed. To the north is R-3 and R-E with vacant C-1 to the northeast. To the east is vacant R-3 zoning. In 1983, a R-PD11 project was denied on this property primarily on the basis the units were to be relatively small and low priced which would not be compatible with the R-1 to the south. There was a strong protest factor to that project. The proposed shopping center is attractively designed and will have almost twice the number of parking spaces required by the ordinance. At the Planning Commission meeting, staff recommended the commercial storage unit facility be redesigned along the front to screen the view of the long rows of storage buildings from Jones Boulevard and to aesthetically treat the south side of the building adjacent to the R-1. The applicant was in agreement to these modifications. The property involved in this application is lower than the adjoining R-1 by approximately five to six feet and the property owners are requesting the finished grade be as low as possible. The applicant met with the property owners in the R-1 development and has agreed to a number of conditions regarding uses, hours of operation, lighting etc. for this development. These conditions were added by the Planning Commission and are items 9 through 18 on your agenda. The Planning Commission amended the application to C-1 and that a traffic study be provided and a traffic signal installed at the intersection of Jones and Lake Mead Boulevard.

PLANNING COMMISSION RECOMMENDATION: APPROVAL, subject to the application being amended to C-1

STAFF RECOMMENDATION: APPROVAL, with the application being amended to C-1

PROTESTS: 0



AGENDA*City of Las Vegas*

February 20, 1985

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)J. ZONE CHANGE2. Z-104-84 - DONALD LIVINGSTON

Request for reclassification of property generally located at 5025 Alta Drive.

From: R-1 (Single Family Residence)

To: P-R (Professional Offices & Parking)

PROPOSED USE: OFFICES

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Resolution of Intent be restricted to a twelve month time limit.
2. No access to Brush Street.
3. The existing 6 foot block wall along the south and west property lines be retained.
4. Redesign the parking layout as required by the Department of Community Planning and Development.
5. Remove the existing curb cut on Brush Street and replace the curb and sidewalk as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

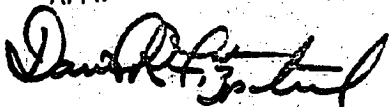
Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED as recommended by Planning Commission and Staff except Condition #5 be deleted.
Unanimous
(Nolen excused)

Clerk to notify & Planning to proceed
Donald Livingston appeared

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
 RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
 FEBRUARY 20, 1985 CITY COUNCIL AGENDA

X.

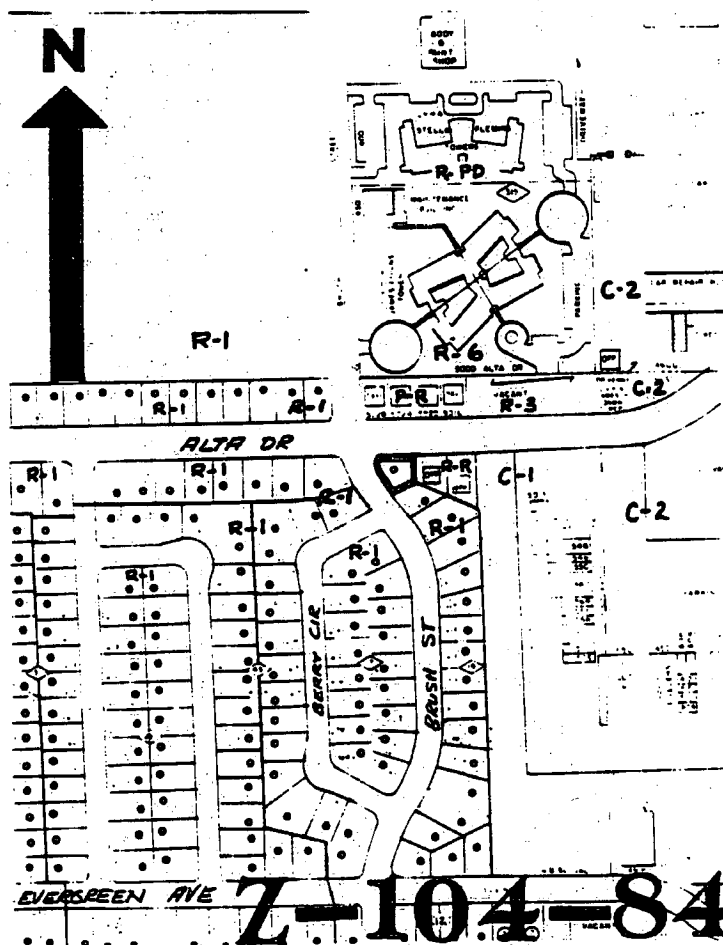
J. ZONE CHANGE2. Z-104-84 - DONALD LIVINGSTON

The request is to rezone this property from R-1 to P-R at 5025 Alta Drive for office use. There is P-R zoning to the east and to the north. To the south and west is developed R-1. The property is at the corner of Brush and Alta Drive and it is felt the P-R pattern should be extended west to Brush Street. The applicant proposes the property to be used for a real estate and appraisal business. The plot plan indicates the applicant is proposing access from the rear property area to Brush Street as well as to Alta to the north. Staff recommended there be no access to Brush Street to protect the adjoining residential and the applicant was in agreement to this condition at the Planning Commission meeting. Seven parking spaces will be provided where 6 are required for this 1,000 square foot office.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS:



AGENDA*City of Las Vegas*

February 20, 1985

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)J. ZONE CHANGE3. Z-102-84 - WINDSOR DEVELOPMENT COMPANY

Request for reclassification of property generally located at 1105 Pahor Drive and 1106 Westwood Drive.

From: R-1 (Single Family Residence)

To: R-4 (Apartment Residence)

PROPOSED USE: APARTMENTS

Planning Commission unanimously voted to DENY this request. If approved, subject to the following conditions:

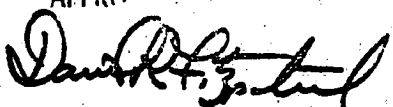
1. Resolution of Intent be restricted to a twelve month time limit.
2. Improve the aesthetics on the south side of the building as required by the Department of Community Planning and Development.
3. Lower the portion of the rear 6 foot wall to 4 feet high with the top 2 feet 50% open in the area 10 feet from Pahor Drive and Westwood Drive.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 49

Levy -
DENIED
Unanimous
(Nolen excused)Clerk to notify
Floyd Orr appeared
in opposition

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

x.

0328

J. ZONE CHANGE

3. Z-102-84 - WINOSOR DEVELOPMENT COMPANY

The applicant has submitted a letter requesting that this item be held in abeyance for one month so he can meet with the property owners in the area. Staff has advised him the abeyance request is at the discretion of the City Council and a representative of the applicant should be at this meeting.

The request is to zone two lots which back up to each other and extend through from Pahor Drive and Westwood Drive from R-1 to R-4 for a 12 unit apartment project. The property is located at 1105 Pahor Drive and 1106 Westwood Drive which is just south of the C-1 zoned parcel to the north which fronts on West Charleston Boulevard. There is developed R-1 to the west, south and east. This property and the C-1 to the north has had a long history of applications for apartment, office and commercial use, dating back to 1957. All of the applications were denied or were withdrawn by the applicant.

The applicant proposes a two-story building that will be located on the Pahor side of the property and the parking lot will be off Westwood Drive to the east. Five one-bedroom units and 7 two-bedroom units are proposed. Eighteen parking spaces are to be provided where 14 are required. There will be 6 foot block wall along the south property line adjacent to the R-1 homes. All access to the development will be in front of the R-1 property to the east. It has been the policy of only allowing commercial on the properties which front on Charleston Boulevard retaining the R-1 and R-E to the south which is the existing zoning pattern in this area.

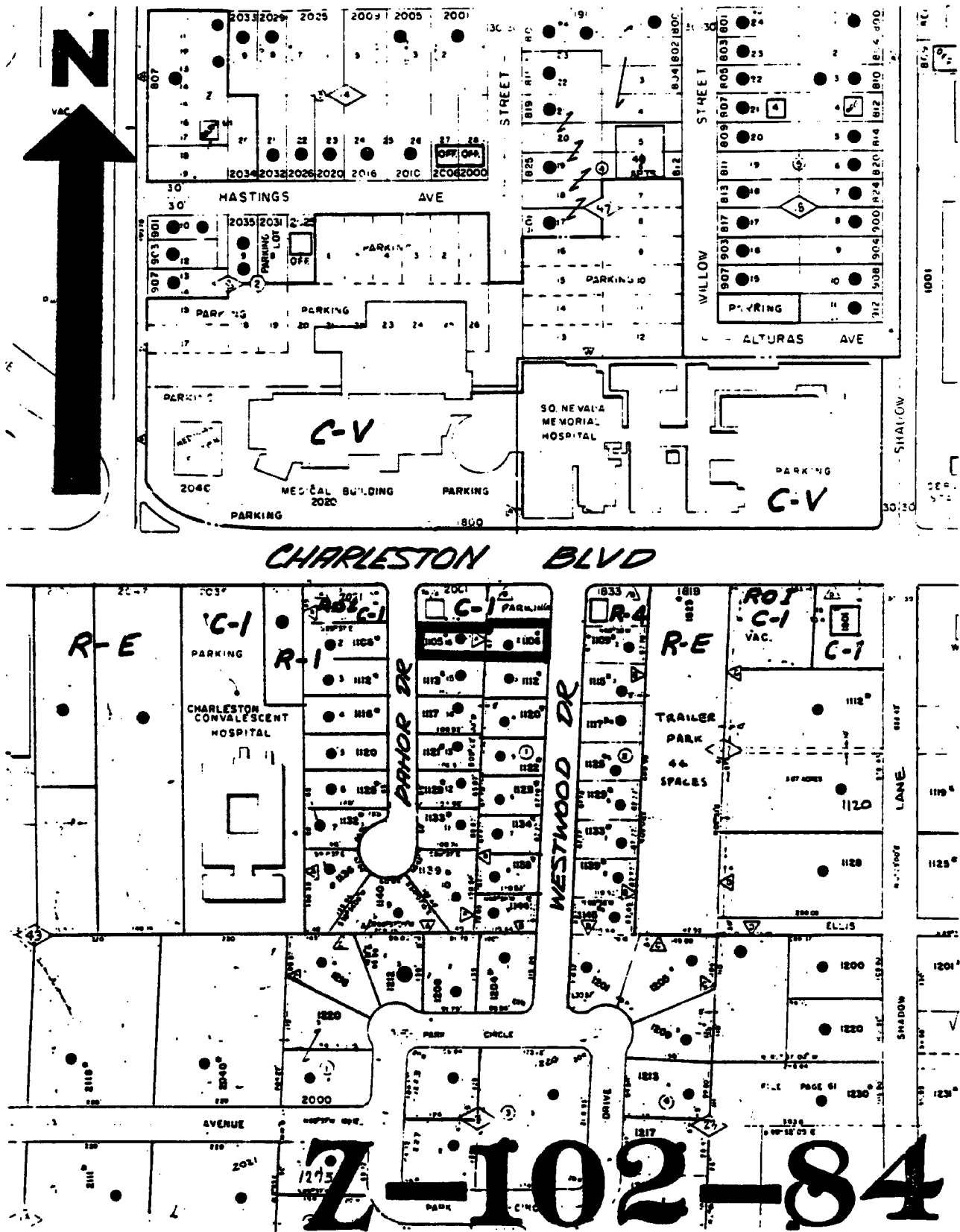
PLANNING COMMISSION RECOMMENDATION: DENIAL, not compatible zoning

STAFF RECOMMENDATION: DENIAL, contrary to the established R-1 zoning pattern in the subdivision

PROTESTS: 49 (12 at meeting, 37 signatures)

SEE ATTACHED LOCATION MAP

LOCATION MAP ITEM X. J. 3 Z-102-84



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February 20, 1985

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Council Action

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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

K. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE CITY PLANNING COMMISSION AT ITS
FEBRUARY 14, 1985 MEETING

NONE

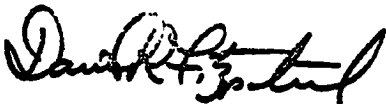
NONE

L. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE BOARD OF ZONING ADJUSTMENT AT
ITS JANUARY 24, 1985 MEETING

V-140-84

3/6/85 Agenda

APPROVED AGENDA ITEM



0331

AGENDA*City of Las Vegas*February 20, 1985
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PHONE 386-6011

ITEM

Council Action

Department Action

X DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENTM. ACCEPTANCE OF DRAINAGE EASEMENT/
AGREEMENT

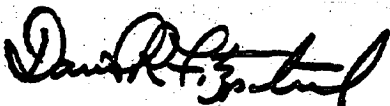
1. Drainage Easement/Agreement
 From: James B. Mc Call and
 Geraldine E. Silva,
 Grantors
 To: City of Las Vegas,
 Grantee
 For: A portion of the NW-1/4
 NE-1/4 NE-1/4, Sec. 27,
 T20S, R60E, for a pro-
 posed drainage easement,
 subject to terms condi-
 tions, reservations and
 limitations outlined
 on documentation
 (12/6/84)

Lurie -
APPROVED
Unanimous
(Nolen excused)

Planning to proceed

ADDENDUM NO. 2 - See Page 55

APPROVED AGENDA ITEM



1527

CITY COUNCIL MINUTES - FEBRUARY 20, 1985

TO: THE CITY COUNCIL
RE: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEM
FEBRUARY 20, 1985 CITY COUNCIL AGENDA

XI.

0332

M. ACCEPTANCE OF DRAINAGE EASEMENT/AGREEMENT

This item involves a 10 foot drainage easement along the south side of the James McCall property at the southwest corner of Vegas Drive and the Oran K. Gragson Highway. The easement will assist in carrying the drainage water from Rock Springs Drive easterly to the culvert under Gragson Highway. A subdivision bond was posted by Lewis Homes on the Lewis Homes Rainbow Park Subdivision that will be used to construct the drainage system. Originally it was intended to install the drainage system around the north side of the McCall property; however, this easement will allow it to go across the south portion which is a shorter distance. The drainage easement contains a number of stipulations relating to the minimum size of the drainage pipe, certain time constraints, maintenance and liability which are acceptable to staff.

Staff Recommendation: APPROVAL, to accept the drainage easement/agreement.

AGENDA*City of Las Vegas*

February 20, 1985

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PHONE 386-6011

ITEM Council Action Department Action

XI. ADDENDUM ITEMS

ADDENDUM NO. 1 - CITY ATTORNEY - GEORGE F. OGILVIE - ITEM C. Approval of Proposed Settlement re: Daisy Rawlins v. Charles Vanetti, et. al.

See Page 20

APPROVED
See Page 20

See Page 20

ADDENDUM NO. 2 - DEPARTMENT OF COMMUNITY PLANNING & DEVELOPMENT - ITEM M.

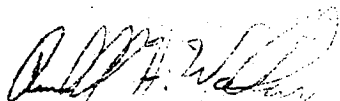
1. Drainage Easement/Agreement
From: James B. McCall and Geraldine E. Silva, Grantors
To: City of Las Vegas, Grantee
For: A portion of the NW $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$, Sec.27, T20S, R60E, for a proposed drainage easement, subject to terms conditions, reservations and limitations outlined on documentation (12/6/84)

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APPROVED
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APPROVED AGENDA ITEM



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

NONE

MEETING ADJOURNED AT 3:30 P.M.

APPROVED AGENDA ITEM

