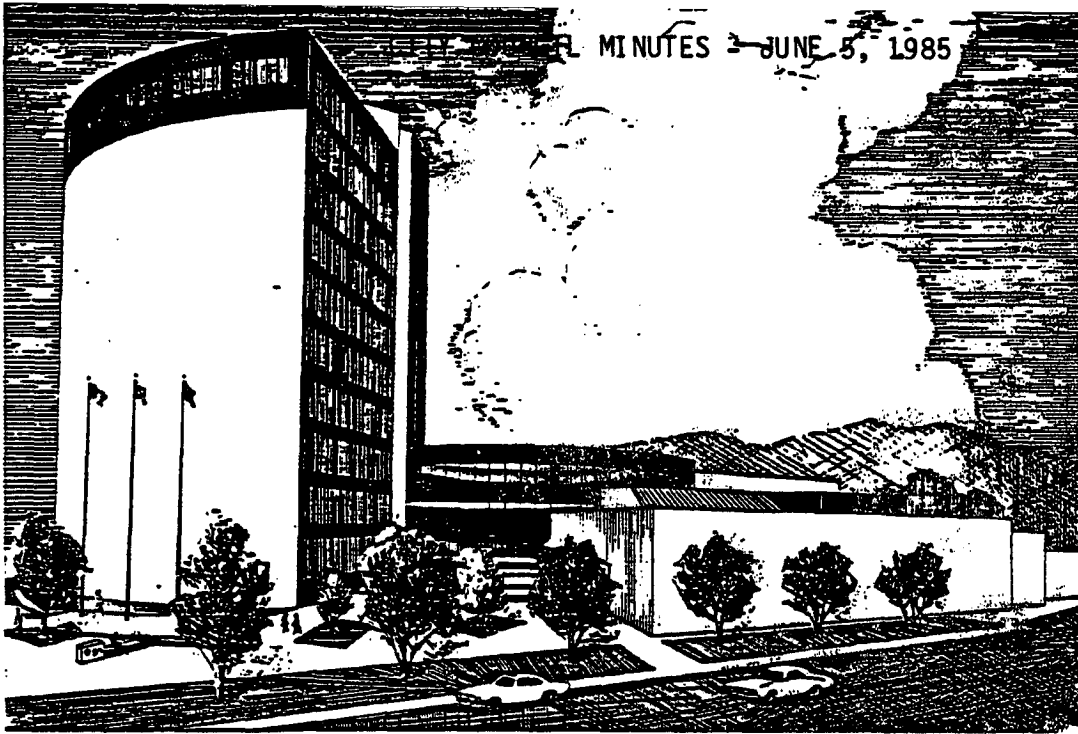


MINUTES



City of Las Vegas

CITY COUNCIL

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

DATE: June 5, 1985

TIME: 9:45 AM

INVOCATION: Bishop Robert L. Christiansen -
Church of Jesus Christ Latter-Day Saints

PLEDGE OF ALLEGIANCE: Mayor Led Audience in Pledge

CITY COUNCIL

MAYOR BILL BRIARE

☒

PRESENT

☐

ABSENT

☐

COUNCILMAN RON LURIE
MAYOR PRO-TEM

☒

☐

☐

COUNCILMAN AL LEVY

☒

☐

☒ P.M. Session

COUNCILMAN BOB NOLEN

☒

☐

☐

COUNCILMAN W. WAYNE BUNKER

☒

☐

☐

CITY ATTORNEY

GEORGE F. OGILVIE

☒

☐

☐

APPROVED BY REFERENCE December 18, 1985

ATTEST:

Carol A. Hawley
CITY CLERK

William H. Briare
MAYOR

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

0001

AGENDA*City of Las Vegas*

June 5, 1985

Page 1

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

ITEM

Council Action

Department Action

I. 9:45 A.M.

FULL COUNCIL PRESENT
COUNCILMAN LEVY EXCUSED IN P.M. SESSIONA. COMMUNITY RELATIONS

1. Century-Mark Awards, Department of Parks, Recreation & Senior Citizens Activities, Youth Affairs Division. Presentation of certificates to 15 outstanding Youth Council members who have earned a Century-Mark Certificate.

DEAN SCHANK, CULTURAL SERVICES, PRESENTED THE AWARDS (see listing of award recipients in final minutes).

B. SPECIAL EVENTS

NONE

NONE

II. 10:00 A.M.

10:04

A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW

ANNOUNCEMENT MADE

B. INVOCATIONBishop Robert L. Christiansen
Church of Jesus Christ Latter-Day SaintsINVOCATION GIVEN BY
BISHOP CHRISTIANSENC. PLEDGE OF ALLEGIANCEMAYOR LED AUDIENCE
IN PLEDGED. CANVASSING AND RATIFICATION OF CERTIFIED GENERAL ELECTION RETURNS OF JUNE 4, 1985Lurie -
Results Ratified
Unanimous

Clerk to proceed

E. RESOLUTION DECLARING RESULTS OF 1985 MUNICIPAL ELECTIONLurie -
ADOPTED Resolution
Unanimous

Clerk to proceed

F. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALSCouncilman, Ward 2
Councilman, Ward 4
Municipal Judge, Department II
Municipal Judge, Department IIIOathes of Office
Administered by
City Clerk
Carol Ann Hawley
to Councilmen Lurie
and Bunker and
Municipal Judges Brown and Webster.**APPROVED AGENDA ITEM**

CITY OF LAS VEGAS

Date

0002

INTER-OFFICE MEMORANDUM

May 22, 1985

TO:

Dean Schank

FROM:

Bill Stabler

SUBJECT:

CENTURY MARK AWARDS

COPIES TO:

The following students have earned the 1984-85 Century Mark Award for outstanding contributions to the Las Vegas Youth Council:

Suzanne Bliven - Valley
Debby Skroback - Eldorado
Michelle Murray - Eldorado
John Shaffer - Eldorado
Liermann Ousley - Eldorado
Laura Heginbottom - Clark
Christy Geldbach - Clark
Lisa Patterson - Eldorado
Britta Carlson - Eldorado
John Li - Las Vegas
Al Tabola - Valley
Mindy Malloy - Bonanza
Kathy Holman - Western
Alonso Tejeda - Las Vegas
Decie Judd - Rancho

All of these kids were in attendance and/or helped out with at least ten functions!

BS/jhc

CITY COUNCIL MINUTES - JUNE 5, 1985
AFFIDAVIT OF MAILING

0003

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) SS

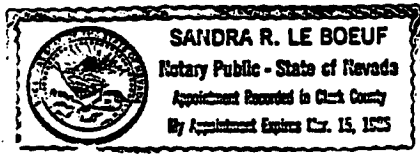
Joanne Perry, an employee of the City of Las Vegas, being first duly sworn, deposes and says that on the 31st day of May, 1985 a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 5th day of June, 1985, was deposited in the United States 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).

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

Subscribed and sworn to before me this

3rd day of June, 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 31st day of May, 1985 at the hour of 9:45 Am there were posted copies of the attached AGENDA (NOTICE), of a Regular Meeting of the CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to be held on the 5th day of June, 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

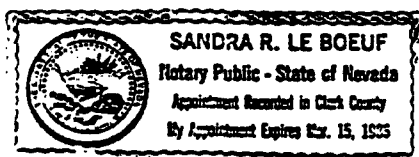
City Clerk's Office
DEPARTMENT

Subscribed and sworn to before me this

3rd day of June, 1985

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

My Commission expires: 3-15-86



1 RESOLUTION DECLARING RESULTS OF
2 1985 MUNICIPAL ELECTION
3

4 WHEREAS, Section 5.010 of the Las Vegas City Charter
5 provides that if, at 5:00 p.m. on the last day for filing a
6 declaration of candidacy for office in connection with the biennial
7 municipal election to be held in the City of Las Vegas during that
8 year, there is only one candidate for nomination for any such
9 office, that candidate must be declared elected, and no primary
10 or general election need be held for that office; and

11 WHEREAS, at 5:00 p.m. on Friday, April 5, 1985, the last
12 day for filing an affidavit of candidacy for office in connection
13 with the municipal election to be held in said City during that
14 year, only Seymore H. Brown had filed an affidavit of candidacy
15 for the office of Municipal Judge, Department II; and

16 WHEREAS, said Section 5.010 further provides that if,
17 in any primary municipal election held in the City of Las Vegas,
18 one candidate receives a majority of the votes cast in that
19 election for the office for which he is a candidate, he must be
20 declared elected, and no general election need be held for that
21 office; and

22 WHEREAS, a primary municipal election for the offices
23 of City Councilman from Ward 2, City Councilman from Ward 4 and
24 Municipal Judge, Department III, was held in said City on Tuesday,
25 May 7, 1985; and

26 WHEREAS, the City Council of said City met within the
27 time prescribed by subsection 2 of Section 5.100 of said City
28 Charter, to wit, on Wednesday, May 15, 1985, and canvassed the
29 returns of said primary municipal election and declared the result
30 thereof to be that, of the 5,024 votes cast at said primary
31 municipal election for the office of City Councilman from Ward 2,
32 2,918 votes were cast for Ron Lurie, 1787 votes were cast for

1 Dick Bobertz and 319 votes were cast for Lee Taylor; of the 5,374
2 votes cast at said primary municipal election for the office of
3 City Councilman from Ward 4, 2,686 votes were cast for Wayne
4 Bunker, 1,650 votes were cast for Lois Larson and 1,038 votes
5 were cast for Paul Holder; and of the 16,142 votes cast at said
6 primary municipal election for the office of Municipal Judge,
7 Department III, 7,070 votes were cast for Nancy Becker, 5,331 votes
8 were cast for Stephen Webster and 3,741 votes were cast for Mark
9 Zalaoras; and

10 WHEREAS, said Section 5.010 further provides that if,
11 in the primary election, no candidate receives a majority of the
12 votes cast in that election for the office for which he is can-
13 didate, the names of the two candidates who receive the highest
14 number of votes must be placed on the ballot for the general
15 election; and

16 WHEREAS, no candidate for City Councilman from Ward 4
17 and no candidate for Municipal Judge, Department III, having
18 received a majority of votes cast for either of said offices, the
19 names of Wayne Bunker and Lois Larson were placed on the ballot
20 for the general municipal election which was held on June 4, 1985,
21 for the office of City Councilman from Ward 4 and the names of
22 Nancy Becker and Stephen Webster were placed on the ballot for
23 said general municipal election for the office of Municipal Judge,
24 Department III; and

25 WHEREAS, the City Council of said City met within the
26 time prescribed by subsection 2 of 5.100 of said City Charter, to
27 wit, on Wednesday, June 5, 1985, and canvassed the returns of said
28 general municipal election and declared the result thereof to be
29 that, of the 3,348 votes cast at said general municipal
30 election for the office of City Councilman from Ward 4, 2,096
31 were cast for Wayne Bunker and 1,252 votes were
32 cast for Lois Larson; and of the 8,531 votes

0007

1 cast at said general municipal election for the office of Municipal
2 Judge, Department III, 4,300 were cast for Stephen Webster
3 and 4,231 votes were cast for Nancy Becker; and

4 WHEREAS, said City Council has declared, and by this
5 Resolution desires formally to declare, the results of the 1985
6 municipal election held in said City;

7 NOW, THEREFORE, BE IT RESOLVED AND DECLARED by the City
8 Council of the City of Las Vegas, Nevada, at a regular meeting
9 thereof held on Wednesday, the 5th day of June 1985, that Seymore
10 H. Brown, being the only candidate for nomination for the office
11 of Municipal Judge, Department II, who had filed an affidavit of
12 candidacy by 5:00 p.m. on Friday, April 5, 1985, Ron Lurie, having
13 received a majority of the votes cast in the primary municipal
14 election for the office of City Councilman from Ward 2 held in
15 the City of Las Vegas on Tuesday, May 7, 1985, and Wayne Bunker
16 and Stephen Webster, having received a majority of votes
17 cast in the general municipal election for the offices of City
18 Councilman from Ward 4 and Municipal Judge, Department III,
19 respectively, held in the City of Las Vegas on Tuesday, June 4,
20 1985, be, and they hereby are, declared elected to the respective
21 offices for which they were candidates for terms of four years.

22 PASSED, ADOPTED and APPROVED this 5th day of June, 1985.

23 APPROVED:

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

27 ATTEST:

28
29 Carol Ann Hawley
30 Carol Ann Hawley, City Clerk
31
32

MUNICIPAL ELECTIONS

CITY OF LAS VEGAS

TUESDAY, JUNE 4, 1985

0008

100 OF 100 DISTRICTS

REGISTERED VOTERS- 54,422 BALLOTS CAST - 8,630 15.9% OF TURNOUT

CITY COUNCILMAN WARD NO. 4 LV

(31 OF 31)

BUNKER, W.

2,096

62.6%

LARSON, L.

1,252

37.4%

MUNICIPAL COURT JUDGE, DEPT NO. 3 LV

(100 OF 100)

BECKER, V.

4,231

49.6%

WEBSTER, S.

4,303

50.4%

DISCREPANCIES

Carol A. Hawley

DIST. 56 +1

Esther J. Barker

DIST. 98 +1

*George Wilson**Michael West**Carol Woods**Delia H. Estes*

AGENDA*City of Las Vegas*

June 5, 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.

10:11 *A. LIQUOR -- Additional1. INTERNATIONAL SPORTS MANAGEMENT, INC.

Cafe Rouge
900 West Bonanza
1 Bar

Lurie -
APPROVED
Unanimous

Staff to proceed

12 *B. GAMING -- Additional1. EXBER, INC.

El Cortez Hotel & Casino
600 East Fremont
35 slots

Lurie -
APPROVED Items 1
thru 10.
Motion carried with
Lurie abstaining
from voting on
Item 7.

Staff to proceed

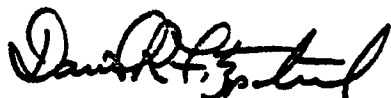
2. FOUR QUEENS, INC.

Four Queens Hotel & Casino
202 East Fremont
14 slots

APPROVED
See Above

See Above

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

June 5, 1985

Page 3

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

3. GOLDEN COIN LIMITED, A
LIMITED PARTNERSHIP

Golden Goose Casino
20 East Fremont
26 slots

APPROVED
See Page 2

See Page 2

4. CHARLESTON HEIGHTS LIQUOR, INC.

Charleston Heights Liquor
465 South Decatur
2 slots

APPROVED
See Page 2

See Page 2

5. JOHN TOM CORPORATION

Four Kegs
276 North Jones
1 slot

APPROVED
See Page 2

See Page 2

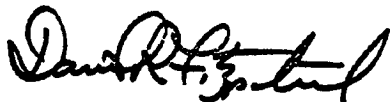
6. AMERICAN COIN MACHINE COMPANY

Wait 'N Room
7 East Bonanza
3 slots

APPROVED
See Page 2

See Page 2

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

June 5, 1985

Page 4

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

7. CASINO SERVICES

Tovi's Italian Restaurant &
Lounge
808 South Decatur
1 slot

APPROVED
See Page 2

See Page 2

Viva Zapata's
3540 West Sahara
2 slots

APPROVED
See Page 2

See Page 2

8. J.J. PARKER COMPANY

Wait 'N Room
7 East Bonanza
1 slot

APPROVED
See Page 2

See Page 2

Walden Pond
2800 West Sahara
1 slot

9. MILLS NOVELTY COMPANY

Twin Lakes Liquor
1032 North Rancho
3 slots

APPROVED
See Page 2

See Page 2

10. UNITED COIN MACHINE COMPANY

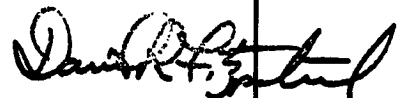
Hard Hat Cocktail Lounge
1675 Industrial Road
2 slots

APPROVED
See Page 2

See Page 2

Koala Motel
520 South Casino Center
1 slot

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

June 5, 1985

Page 5

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)0:12 C. LIQUOR -- Change of Ownership

1. From: Beneva Smith, 100%
TO: CHARLES BROWN
dba
SOUL BROTHERS POOL HALL
2360 North Lexington

Beer/Wine On-Sale

Charles Edward Brown,
100%Lurie -
DENIED
Motion carried with
Briare voting "No."

APPEARANCES"

Atty. Anita Webster
Charles E. Brown
Lt. Hash Hanief
Marge HetherNOTE: Police report dated 5/14/85
made a part of record and on
file in LVMPD.10:25 D. LIQUOR -- Request for Preliminary
Approval on Change of Ownership

1. From: BDS, Inc. --
Walter Dale Lewis,
Pres, 33 1/3%
Steven Porter,
V. P., 33 1/3%
Bobby Jean Graham,
Secy, Treas,
33 1/3%

TO: CLAUDE C. CHRISTY
dba
FRIENDLY LIQUORS
1602 North "H" Street

General On-Off Sale

Claude C. Christy, 100%

Levy -
APPROVED
Motion carried with
Lurie and Nolen
voting "No."

Staff to proceed

Marge Hether
appeared.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 5, 1985 CITY COUNCIL AGENDA
LIQUOR -- Change of Ownership

PURPOSE/BACKGROUND

Item, "C", 1.

Appearing on the Department of Business Activity portion of the agenda is a request for a change of ownership on a Beer/Wine On-Sale liquor license from Charles Brown, dba Soul Brothers Pool Hall, located at 2360 North Lexington.

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


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "C" 1

TRANSCRIPT - CITY COUNCIL MEETING - JUNE 5, 1985 - 10:00 A.M. - PAGE 1
III. DEPARTMENT OF BUSINESS ACTIVITY. C. LIQUOR - CHANGE OF OWNERSHIP FROM
BENEVA SMITH TO CHARLES BROWN, DBA SOUL BROTHERS POOL HALL

0014

MAYOR BRIARE:

Item No. C is a change of ownership to Charles Brown doing business as Soul Brothers Pool Hall. Is Mr. Brown -- are one of the Mr. Brown's present?

CITY ATTORNEY OGILVIE:

Mr. Mayor, while they are coming forward I would like to request that the police report which is before you be made a part of this record, the record of this meeting. The report is dated May 11, May 14, 1985 to Preston E. Hubbs, Commander, Intelligence Services Bureau, Hash Hanief, Lieutenant, Special Privilege Investigations Section, from Ron Bradshaw, Investigator, Special Privilege Investigations Section, Subject: Background investigation, Soul Brothers Pool Hall, 2360 North Lexington, Las Vegas, Nevada, applicant, Charles Edward Brown, 100%, 40-11414, I. D. No. 296030, applicant seeks approval for a beer/wine on-sale license at captioned location. If we can have an order making that a part of the record, I would appreciate it.

MAYOR BRIARE:

If no objection by any Board members, those will all be entered. You have this information available to you?

ATTY. ANITA WEBSTER:

Yes.

MAYOR BRIARE:

Yes.

ATTY. ANITA WEBSTER:

I'm Anita Webster appearing for Mr. Brown from the attorney's Jolley, Unga, Wirth and Woodbury. Mr. Brown has asked us to come today and speak to you regarding the areas of concern in the police report. There were specifically three areas of concern and we wanted to address each one and to demonstrate to this Board that they should no longer be areas of concern. Namely, number one, that Mr. Otis Brown, who is Mr. Charles Brown's father, apparently had some sort of -- there was some sort of a decision that he had a connection with an individual who was arrested on drug charges. We have an affidavit from Mr. Otis Brown that he has absolutely no connection with Charles Brown's business, that the business license that everything has been operating under the name of Charles Brown, not Mr. Otis Brown. Furthermore, Mr. Otis Brown does not have any type of police record. It was merely the suspicion that was cast upon him because he leased that premises from an individual who was arrested on drug charges. The second area of concern was the amount of money in the bank account. Originally, there had been a \$1,400.00 amount in the bank account, which was subsequently reduced to a little less than \$20. That was a result of a burglary which Mr. Brown ended up renovating the entire premises. We have a receipt today showing that there is now in excess of

- ATTY. ANITA WEBSTER: \$400 in that account and there are subsequent amounts which will be deposited. The third area of concern was the fictitious business name. It is in the name of Soul Brothers Pool Hall and a drive by the premises demonstrated that there was a sign on the premises which stated Mr. T's Soul Brothers Pool Hall. The sign can be taken care of. It was the previous tenant who was a Mr. T's. Subsequently, there was a sign put up, Soul Brothers Pool Hall, and the Mr. T's sign was not taken down or removed, which can be done immediately. So these three areas can be removed as areas of concern. We have affidavits and receipts showing the --
- COUNCILMAN LEVY: Where is he going to get the money? You said that number two item you brushed very quickly regarding the amount of money that the man is supposed to have.
- ATTY. ANITA WEBSTER: He's currently employed as a chef at the Sands Hotel, and secondly, the business has been earning and is making money. The business itself has been and is making money.
- COUNCILMAN LEVY: He's supposed to be giving the previous owner a bunch of money, isn't he?
- ATTY. ANITA WEBSTER: Well, we have the amount that is needed for a liquor license, which is approximately in excess of \$700, has been paid and as far as the amounts which have to be paid, I don't know. Would you like to address the Board and tell them?
- CHARLES E. BROWN: Yes, whatever. I will pay it. I work every day and I have enough money, the business is making enough money to pay it. We can address him as to how he would like to do it and however he wants his money we will get it to him, I'll get it to him.
- ATTY. ANITA WEBSTER: He's currently leasing the premises so --
- CHARLES E. BROWN: Yes.
- COUNCILMAN LURIE: If we're giving the license to Charles Edward Brown, that's you, and you've got a full-time job --
- CHARLES E. BROWN: Right.
- COUNCILMAN LURIE: Who is going to run the establishment and be responsible for the day-to-day decisions?
- CHARLES E. BROWN: Well, I have employees that work for me that I trust, hope that they do a good job.

COUNCILMAN LURIE: If you have a key employee, if you're not going to be on the premises to make sure that the business is operating properly because it is a privileged license, then your key employee should be before us for suitability.

ATTY. ANITA WEBSTER: Well, also Mr. Brown's hours are from six in the morning until two in the afternoon. The pool hall business that they're anticipating would be in the afternoon hours and it's the evening hours.

COUNCILMAN LURIE: Is it a twenty-four hour operation?

ATTY. ANITA WEBSTER: What are the hours of the operation?

CHARLES E. BROWN: Like about nine o'clock in the morning til about one o'clock at night, in the morning.

ATTY. ANITA WEBSTER: So there would only be a few hours where he wouldn't actually be on the premises.

COUNCILMAN NOLEN: A few hours? You're talking from nine until when he gets off at two. There's no way he can be there until three o'clock; you know, nine to three, that's more than a few hours. I think before I can vote to approve this I'd want to know who's going to be running it during that time and I'd want to see their suitability for licensing or for key employee.

LT. HASH HANIEF: I think he's showing he's not too positive about how the business is going to be run and he did state to our investigator that his father would be helping him. To us it just looks like an end run-around the prior denial, the second team is going to run the ball, that's all.

ATTY. ANITA WEBSTER: Well, what we might be able to do is find the individual that's going to be the key employee and perhaps have them appear in front of this Board, perhaps in a weeks continuance, to appear before the Board and perhaps demonstrate a little more clearly to this Board how we anticipate the hours being run and the method of payment, if that would meet with your approval.

COUNCILMAN LURIE: I think we've had sufficient time, you've had sufficient time to prepare all of that to bring it before us today and I'm ready to make a MOTION TO DENY THE APPLICATION BASED ON THE INFORMATION WE HAVE BEFORE US.

MAYOR BRIARE: I would think that maybe Councilman Lurie's motion

MAYOR BRIARE: might be a little early because it's not until Mr. Brown gets before this Council that do not have questions perhaps prepared in advance for him. I had the same concern that Councilman Lurie -- you've got a good job, Mr. Brown, and you've worked there seven years. You don't know what you're getting in for. I'm looking you right in the eye and telling you this. You don't know what you're getting in for. We could ask for -- I don't know that -- do you have statements of the business as it has been going on in the past with respect to their profitability and whether -- what their expenses are and what their overhead is and what the rent is and all that. I'm just guessing, Counselor, that Mr. Brown is not aware of this.

LT. HASH HANIEF: He's running on a tight financial schedule and also --

MAYOR BRIARE: He's got a good job -- you've got a good job. You've been there since 1978 and your prospects are good there, aren't they, to keep your job?

CHARLES E. BROWN: Yes, it is.

LT. HASH HANIEF: Some of these areas of concern, they just seem to correct them when they're brought to their attention, which would indicate it's going to be an enforcement problem. We're going to have to keep --

MAYOR BRIARE: Do you have any gray hair right now?

CHARLES E. BROWN: Excuse me?

MAYOR BRIARE: You don't have any gray hair, do you? Are you looking for gray hair? Go in this business.

COUNCILMAN LEVY: Can I ask a question? There is a \$2,000 purchase price. How is he paying for that? Could you tell us, Mr. Brown?

CHARLES E. BROWN: Well, as I stated, I was working every day and like, however, if he wanted it all at once, I'm pretty sure I can get it to him, or if he wanted it by payments.

COUNCILMAN LEVY: What kind of agreement do you have with the people?

CHARLES E. BROWN: Well, we, he wanted to go through this first and see if they're going to be approved before -- I don't know whether I'm going to be able to buy the license or not.

COUNCILMAN LEVY: You're going to get this approved first and then you're going to see how you're going to work out the \$2,000?

CHARLES E. BROWN: Well, I'm buying them from Beneva, right, Beneva Smith, license?

ATTY. ANITA WEBSTER: Beneva Smith.

CHARLES E. BROWN: Beneva Smith.

COUNCILMAN LEVY: Yes, sir.

COUNCILMAN LURIE: Well, you should know who you're buying it from. If you're buying it, I mean, you should know who you're buying it from and what kind of payment schedule and what kind of obligations you're going to have. I don't think you've demonstrated it to us today.

ATTY. ANITA WEBSTER: Well, if I may just say, I didn't realize that was an area of concern as far as the Board was concerned. When I spoke to Metro, they had three areas of concern.

COUNCILMAN LEVY: That's right and the second one was the financing and the money involved. Now the man, you know, how is he paying for it? I asked that question.

ATTY. ANITA WEBSTER: As I say, the area of concern that's number two as expressed to me was the amount of money in the bank account which --

COUNCILMAN LEVY: Concerned with the fact that he's paying \$2,000 to continue to renovate -- area of concern -- \$2,000 for the business and he's not even telling me how he's going to pay for it.

ATTY. ANITA WEBSTER: As I say, if we were given a little additional time we could demonstrate as to the payment schedule. I think Mr. Brown's concern was that if he were denied this license, he would not be as eager to invest in this business. His concern was that he was not going to work out all the preliminaries until he was assured that there would be some approval as far as liquor license is concerned because a pool hall without a liquor license is not much of a pool hall.

MAYOR BRIARE: Of course.

COUNCILMAN BUNKER: Where did he spend the \$1,400 that he was supposed to have had initially? You said something about --

MAYOR BRIARE: Burglaries.

ATTY. ANITA WEBSTER: There was a burglary approximately a month ago and --

COUNCILMAN BUNKER: Where?

ATTY. ANITA WEBSTER: In the pool hall.

COUNCILMAN BUNKER: In the pool hall, but he doesn't own the pool hall yet.

LT. HASH HANIEF: The pool hall doesn't belong to him. It belongs to somebody else right now.

ATTY. ANITA WEBSTER: It was required.

LT. HASH HANIEF: Why is he paying for the burglary?

COUNCILMAN BUNKER: Why is he paying for it? He doesn't even own it and he hasn't paid for it. Why would he invest money there before he buys it?

CHARLES E. BROWN: Excuse me. I am leasing -- I do have a ten year lease on the building already. It is a pool hall and restaurant area and we are running it as a pool hall and restaurant area.

MAYOR BRIARE: I think you're paying \$200 a month, or something, to the lady to continue to manage it.

LT. HASH HANIEF: He is paying her to run it.

MAYOR BRIARE: I see. Of course, she makes the difference now.

CHARLES E. BROWN: Right.

COUNCILMAN NOLEN: Your Honor, I have a couple of questions.

MAYOR BRIARE: Councilman Nolen.

COUNCILMAN NOLEN: Marge, what does the City sell a beer/wine on-sale license for?

MARGE HETHER: The original new fee per ordinance is \$1,000.

COUNCILMAN NOLEN: Second question, then. Have we seen a copy of the sales agreement between Miss Smith and Mr. Brown?

LT. HASH HANIEF: Yes, we have.

COUNCILMAN LEVY: What did it say?

TRANSCRIPT - CITY COUNCIL MEETING - JUNE 5, 1985 - 10:00 A.M. - PAGE 7
III. DEPARTMENT OF BUSINESS ACTIVITY. C. LIQUOR - CHANGE OF OWNERSHIP FROM
BENEVA SMITH TO CHARLES BROWN, DBA SOUL BROTHERS POOL HALL

0020

COUNCILMAN NOLEN: What are the terms and conditions of that sales agreement?

LT. HASH HANIEF: The investigator -- he owed \$2,000 for the license.

MAYOR BRIARE: How is it going to be paid?

LT. HASH HANIEF: The funds will come from the above-mentioned assets and payments from his weekly salary, was how he was going to pay the \$2,000.

INVESTIGATOR: There was no other terms or conditions with the sales agreement.

COUNCILMAN BUNKER: The seller is a pretty trusting soul.

COUNCILMAN NOLEN: Do we have a motion?

COUNCILMAN LURIE: The Mayor said mine was premature.

COUNCILMAN NOLEN: I'm ready to vote on it.

COUNCILMAN BUNKER: It is true that you've indicated that your father will probably be involved in management, will he not?

CHARLES E. BROWN: Well, no, he won't. He won't be involved. He won't have anything to do with this at all.

COUNCILMAN BUNKER: There's an indication here that during the initial interview you indicated that that would be the case.

CHARLES E. BROWN: No. Well, see, when they asked me that question, I misunderstood. They asked me whether I was going to get any information from him, okay, like I know he knows about business. If I'd run into some kind of problem or something or need a question or something, I feel like I should go -- have -- would be able to go to him and ask him a question or something, if I need questions asked. That was all I was speaking of.

MAYOR BRIARE: Officer, is the Soul Brothers a problem to Metro right now?

LT. HASH HANIEF: I'd have to check with the West Station officers to get an updated opinion on that. I can't honestly give you an opinion.

MAYOR BRIARE: Would the Board consider holding this for a couple of weeks?

COUNCILMAN LEVY: Well, the only problem, Mayor, is that they're operating.

MAYOR BRIARE: True.

COUNCILMAN LEVY:

That's the bad part.

MAYOR BRIARE:

Well, if there's no -- I was wondering if any Council member might want to hold this for a couple of weeks, but inasmuch as there's no motion to table this, the motion before us is that of Councilman Lurie to deny the request. Are there any comments by the Council members on that motion? Cast your vote. Post. Motion is approved. Mr. Brown, your request has been DENIED. I think in the long run, Counselor, your client is going to be happy for it, but that's rather unfair to say, I guess. Even though I voted to let you hang on for a while, the truth of the matter is, I think you're better off.

END OF DISCUSSION

Voting was as follows:

"Ayes" Levy, Lurie, Nolen and Bunker

"Noes" Briare

City of Las Vegas

CITY COUNCIL MINUTES - JUNE 5, 1985

AGENDA DOCUMENTATION

Date: May 24, 1985

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

0022

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 5, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Preliminary Approval on Change of Ownership

PURPOSE/BACKGROUND

Item, "D", 1.

Appearing on the Department of Business Activity portion of the agenda is a request from Claude C. Christy for preliminary approval on the change of ownership of the liquor license currently issued to Friendly Liquors, 1602 North "H" St.

Records of the Department of Business Activity reveal that Friendly Liquors is closed and has been on nonoperational status since December 23, 1984. The current licensee of record, BDS, Inc., has defaulted and the property and business have gone into repossession to Claude Christy.

Mr. Christy is seeking preliminary approval of licensing for a six-month period in order to allow him sufficient time to find a suitable buyer to purchase the property and liquor license.

A copy of Mr. Christy's letter dated May 10, 1985, setting forth his request is attached.



Jerry M. Cahill, Director
Department of Business Activity

Agenda Item

III. "D" 1

0023

May 10, 1985

Mayor and City Council
City of Las Vegas

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

Re: Liquor License #L04-136-4-00061
Friendly Liquors
1602 North "H" Street

Gentlemen:

This is to inform you that Friendly Liquors has gone to repossession, and I am in the process of returning all paperwork to my custody.

Along with my application for Change of Ownership on the above license, I respectfully request the Council grant preliminary approval of the transfer for a six-month period. This request is necessary in order to allow me sufficient time to find a suitable buyer to purchase the property and liquor license.

It is not my intent to operate during this six-month period, unless circumstances are such that I am required to do so. If that is the case, I will advise the City License Department in advance so that any additional paperwork and/or approvals may be obtained.

Sincerely,


Claude C. Christy

AGENDA*City of Las Vegas*

June 5, 1985

Page 6

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

ITEM

Council Action

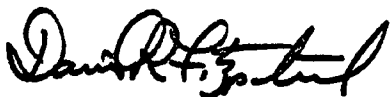
Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

10:26 E. LIQUOR -- Request for Waiver of 1500' Distance Requirement on Change of Ownership/Change of <u>Location/Change of Business Name</u>	Lurie - APPROVED Unanimous	Staff to proceed APPEARANCES:
1. From: Silver Star Casino 207 North Third Street Ralph Mosa, 100%		Marge Hether Joseph Mikuřich Michael Patton John Woodrum
TO: *AMBASSADOR CASINO LTD., A NEVADA LIMITED PARTNERSHIP dba AMBASSADOR CASINO 916 East Fremont General On-Sale License Ambassador Casino, Inc., General Partner, 1% John Woodrum, Sole Officer, Dir John Woodrum, Limited Partner, 99%		No one appeared in opposition.

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

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: May 24, 1985

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

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 5, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Waiver of 1500' Distance Requirement on Change
of Ownership/Change of Location/Change of Business Name

PURPOSE/BACKGROUND

Item, "E", 1.

Appearing on the June 5, 1985 agenda is a request for waiver of the 1500' distance requirement, made pursuant to the Liquor Control Ordinance, Las Vegas Municipal Code Section 6.50.310.

This request is made in conjunction with an application by Ambassador Casino Ltd., a Nevada Limited Partnership, for a change of ownership, change of location, and change of business name on the general on-sale liquor license currently held by Silver Star Casino, 207 North Third Street. Ambassador Casino Ltd. is seeking approval to transfer this license to 916 East Fremont for operation of the Ambassador Casino.

Measurements taken by the Department of Business Activity reveal that the following establishments (which hold general on-sale or general on-off sale licenses) are within 1500' of the proposed location:

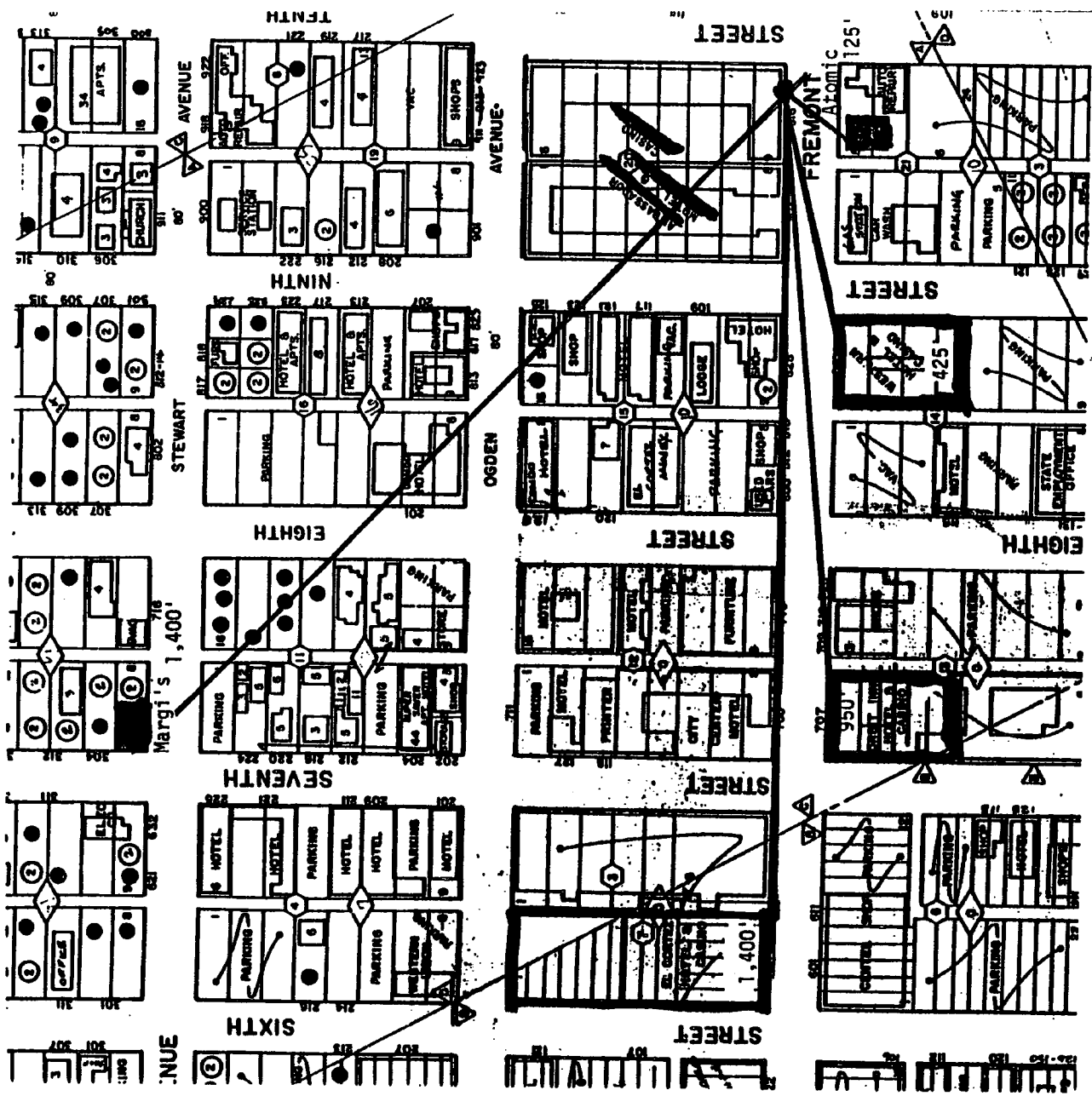
<u>Name</u>	<u>Address</u>	<u>Distance</u>
Atomic Liquor	917 East Fremont	125'
Western Hotel	899 East Fremont	425'
Orbit Inn Casino	707 East Fremont	950'
El Cortez Hotel/Casino	600 East Fremont	1,400'
Margi's	701 East Stewart	1,400'

Attached is a copy of a letter from Ambassador Casino Ltd. outlining this request, and a map showing the proposed location and surrounding neighborhood.

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

Agenda Item

III "E" 1





Best Western Ambassador East

916 EAST FREMONT
LAS VEGAS, NV 89101
Telephone 702/384-8281

May 20, 1985

Mrs. Marge Heather
Board of City Commissioners
400 East Stewart
Las Vegas, Nevada 89101

Re: 6.50.310 - Other Licensee Proximity

Dear Mrs. Heather:

This letter pertains to a liquor license that I have applied for to operate a bar in the 101 room Ambassador East Motel, 916 East Fremont Street and another liquor establishment, located in the general area - closer than 1500 feet.

A gaming application for a non-restricted, Class C gaming license has been filed with the State of Nevada and is in the process of being investigated...it is my intention to open the bar a month or so early so that a shake-down for the employees and working conditions will eliminate any problems in the bar and restaurant area prior to the gaming going into effect.

I am requesting that the Board of Commissioners, in its discretion, waive the provision 6.50.310, based on a consideration of the nature and character of the surrounding neighborhood. I anticipate a ninety day (90) variance in this matter would be sufficient.

Thank you and the Commissioners for your consideration and cooperation in this request.

Yours truly,


John Woodrum
Ambassador Casino Ltd.

JW/mw

AGENDA*City of Las Vegas*

June 5, 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)

0:30

F. LIQUOR -- Transfer of Corporate Ownership

1. From: Alpha Beta Company
TO: SKAGGS COMPANIES, INC.
dba
SKAGGS-ALPHA BETA #482
4220 East Bonanza

General Off-Sale

Lurie -
APPROVED Items F-1,
G-1, H-1, H-2, H-3
and H-4 as recom-
mended.
Unanimous

Staff to proceed

Attys. Jack Lehman
Herb Jones and
Milton Keefer were
present.

G. LIQUOR -- Approval of Corporate Officer

1. SKAGGS COMPANIES, INC.
dba
OSCO DRUG
1800 East Charleston
3550 West Sahara
268 North Jones

SKAGGS COMPANIES, INC.
dba
SKAGGS-ALPHA BETA #482
4220 East Bonanza

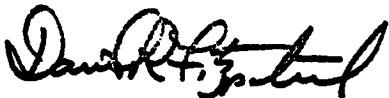
General Off-Sale Licenses

Victor L. Lund, Senior Vice
President

APPROVED
See Above

See Above

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

June 5, 1985

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

H. LIQUOR -- Approval of Managers

1. SKAGGS COMPANIES, INC.
dba
SKAGGS-ALPHA BETA #482
4220 East Bonanza

General Off-Sale License

District Manager:
Allen Baker Shryock

2. SKAGGS COMPANIES, INC.
dba
OSCO DRUG
1800 East Charleston
3550 West Sahara
268 North Jones

SAV-ON DRUGS, INC.
dba
OSCO DRUG
4600 Meadows Lane
562 North Eastern

General Off-Sale Licenses

District Manager:
Robert Francis Godlasky

Lurie -
APPROVED Items F-1,
G-1, H-1, H-2, H-3
and H-4 as recom-
mended.
Unanimous

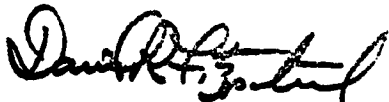
Staff to proceed

Attys, Jack Lehman,
Herb Jones and
Milton Keefer were
present.

APPROVED
See Above

See Above

APPROVED AGENDA ITEM



0030

AGENDA*City of Las Vegas*

June 5, 1985

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

ITEM

Council Action

Department Action

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

3. SOUTHLAND CORPORATION
dba
7-ELEVEN FOOD STORES
DISTRICT #2051
(Various City locations)

Beer/Wine Off-Sale Licenses

District Manager:
William Peter Nolan

4. ALBERTSON'S, INC.
dba
ALBERTSON'S FOOD CENTER #660
3600 West Sahara Avenue

General Off-Sale License

Store Director:
Philip Earl WoodwardLurie -
APPROVED Items F-1,
G-1, H-1, H-2, H-3
and H-4 as recom-
mended.
UnanimousStaff to proceed
Attys. Jack Lehman,
Herb Jones and
Milton Keefer were
present.Lurie -
APPROVED Items F-1,
G-1, H-1, H-2, H-3
and H-4 as recom-
mended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



0031

AGENDA*City of Las Vegas*

June 5, 1985

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)I. LIQUOR -- Change of Business Name

1. From: Smith's Food King #362

TO: SMITH'S MANAGEMENT
CORPORATION
dba
PIONEER MARKET
22 East OakeyGeneral Off-Sale
LicenseJeffrey Smith, Pres
Ida Smith, V. P.
et alLawson Childress,
Director of Liquor
Operations

2. From: Blvd Mini Market

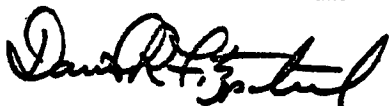
TO: AGUSTO VERASTEGUI
dba
FREMONT MINI MART
1404 FremontBeer/Wine Off-Sale
License

Agusto Verastegui, 100%

Lurie -
APPROVED Items 1
and 2.
UnanimousStaff to proceed
Larry Childress
appeared.Lurie -
APPROVED Items 1
and 2.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

June 5, 1985

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

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ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

J. PRIVATE INVESTIGATORS LICENSE --
Change of Location

1. From: 801 South Rancho, #A-1

TO: JDMI, INC.
dba
JDM INVESTIGATIONS
715 South Sixth Street

John D. Mc Carthy, Pres,
Secy, Treas, Dir,
100%

Lurie -
APPROVED
Unanimous

Staff to proceed
John D. McCarthy
appeared.

K. LIQUOR -- Request for Approval of
Nonoperational Status

1. IRETE & HAWTHORNE
dba
GREEN SHACK
2504 East Fremont

General On-Off Sale License

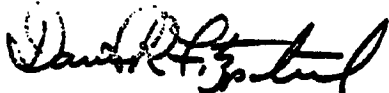
Peggy J. Irete, 50%
Robert C. Hawthorne, 50%

(Request for approval of non-
operational status for three-
month period: 6/10/85 to
9/10/85.)

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



0033

May 22, 1985

City of Las Vegas
Department of Business Activity

City of Las Vegas
City Councilman
400 Stewart
Las Vegas, Nevada 89101

Sirs:

On or about March 1985, the Green Shack, 2504 E. Fremont, closed.

I wish to request, that the general on and off sale liquor license,
be put on an inactive status.

I thank you for taking this into consideration.

I am,

A handwritten signature in cursive script that reads "Robert Hawthorne".

Robert Hawthorne
Partner-Licensee

AGENDA*City of Las Vegas*

June 5, 1985

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

2. LEANDREW MCDANIEL
dba
CLUB ROUGE
900 West Bonanza

General On-Off Sale License

Leandrew L. McDaniel, 100%

(Request for approval of non-
operational status for three-
month period: 6/13/85 to
9/13/85.)

3. RALPH MOSA
dba
SILVER STAR CASINO
207 North Third Street

General On-Sale License

Ralph Mosa, 100%

*(Request for approval of non-
operational status for three-
month period: 6/16/85 to
9/16/85.)

*NOTE: Request for extension not
required if approval of
transfer of license to
Ambassador Casino (Item III.
E. 1.) was granted.

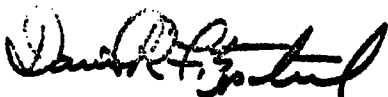
Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



May 7, 1985

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

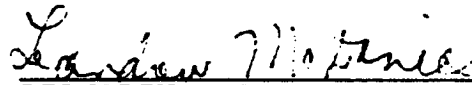
Attn: Marjorie Hether, Chief

Re: Liquor License - Leandrew McDaniel

Gentlemen:

Please let this constitute my request for an extension of the inactive status of liquor license held and previously used at Club Rouge, 900 West Bonanza, Las Vegas, Nevada 89106 under license No. L-04-128-4-00178. Also, I would request that you advise me when my request is to be considered by the City Commission. Also, please advise Mrs. Kathleen McDonald, 805 South Fourth Street, Las Vegas, NV 89101 and Terry Leavitt, Esq., 601 South Sixth Street, Las Vegas, NV 89101.

DATED this 10 day of May, 1985.


LEANDREW McDANIEL

cc: Mrs. Kathleen McDonald
Terry Leavitt, Esq.

April 26, 1985

Mr. Jerry J. Cahill, Director
Dept of Business Activity
City of Las Vegas
Las Vegas, Nevada 89101

RE: Silver Star Casino
207 North Third Street
General On-Sale License
L04-006-4-00154

Gentlemen:

The above referenced business was closed approximately on March 15, 1985, due to a sale in progress. Under the Liquor Control Ordinance of Las Vegas Municipal Code 6.50.190 - states that the Licensee must apply for Board approval for an additional three month period.

This letter is a request for an extension of the additional three month period for the above referenced business, which is now in the process of being transferred to a proposed buyer. This buyer has already submitted an application to the City Council for the meeting scheduled on June 05, 1985.

I will be happy to answer any questions regarding the above.

Very truly yours,

Ralph Mosa

Ralph Mosa
Silver Star Casino

RM/mw

AGENDA DOCUMENTATION

Date: May 24, 1985

0037

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 5, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational Status

PURPOSE/BACKGROUND

Item, "K", 1 thru 3.

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

1. Irete & Hawthorne, dba Green Shack.
2. Leandrew McDaniel, dba Club Rouge.
3. Ralph Mosa, dba Silver Star Casino.

Copies of letters requesting extensions are attached.


Jerry O. Cahill, Director
Department of Business Activity

Agenda Item

III "K" 1 thru 3

AGENDA*City of Las Vegas*

June 5, 1985

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)0:35 L. LIQUOR -- Request for Extension
of Preliminary Approval

1. KAYO OIL COMPANY
dba
JET #28007
2083 East Fremont

Beer/Wine Off-Sale License

Kayo Oil Company, a wholly-
owned subsidiary of Conoco,
Inc. --

Ronald A. Pierce, Vice
President - Operations
Jack R. Raber, Western
Division Manager

Ramon W. Ritter, District
Supervisor

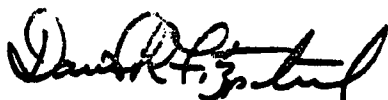
(Preliminary approval granted
6/6/84 for one-year period.
Request for approval of extension
for additional one-year period:
6/6/85 to 6/6/86.)

Nolen -
APPROVED
Unanimous

NOTE: Robert Lasend to be District
Supervisor.

Staff to proceed
Atty. Jeff Silver
appeared to
represent Kayo
Oil Company.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: May 29, 1985

TO:
The City CouncilFROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 5, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Extension of Preliminary ApprovalPURPOSE/BACKGROUND

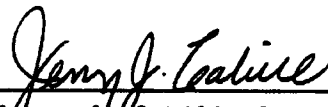
Item, "L", 1.

Appearing on the Department of Business Activity portion of the agenda is a request for extension of preliminary approval submitted by Jeffrey A. Silver, attorney for Kayo Oil Company, dba Jet #28007.

On June 6, 1984, the City Council granted preliminary approval for a one-year period to Kayo Oil Company for a Beer/Wine Off-Sale license to be located at 2083 East Fremont Street.

The construction of the proposed location is not completed at this time, therefore, the licensee is requesting an extension for an additional one-year period (6/6/85 to 6/6/86).

Attached is a copy of a letter dated May 28, 1985, from Jeffrey A. Silver, Attorney at Law, regarding this request.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III. "L" 1

LAW OFFICES

WIENER, WALDMAN, GORDON & SILVER, LTD.

SUITE 801, CHICAGO TITLE BUILDING

701 EAST BRIDGER AVENUE

LAS VEGAS, NEVADA 89101

(702) 382-9666

LOUIS WIENER, JR.
HERBERT L. WALDMAN
GERALD M. GORDON
JEFFREY A. SILVER
BRADLEY J. RICHARDSON
ROBERT J. GOWER
KEITH L. MCCLELLAN
JAMES PATRICK SHEA
HELEN I. JONES
ROBERT C. BOVARD

May 28, 1985

Mayor Bill Briare
and City Council
c/o Jerry J. Cahill, Director
Department of Business Activity
City of Las Vegas
400 E. Steward Avenue
Las Vegas, Nevada 89101

Re: Beer/Wine Off-Sale License
Jet #28007 - 2083 E. Fremont

Gentlemen:

Pursuant to your letter dated June 7, 1984 (copy attached) granting Preliminary Approval for the subject Beer/Wine Off-Sale License, we would request a one year extension of the period which expires on June 6, 1985.

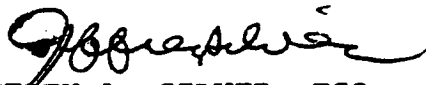
The site at 2083 E. Fremont is currently in the final stages of engineering and bidding process will commence shortly. Once the same has been completed, construction will commence immediately.

With respect to the Off-Sale Licenses also granted in your June 7th letter, the 1420 W. Bonanza and 6100 W. Charleston sites are now completed and operating.

If you have any questions with regard to the above, please do not hesitate to contact the undersigned.

Very truly yours,

WIENER, WALDMAN, GORDON & SILVER, LTD.


JEFFREY A. SILVER, ESQ.

JAS:cf
encl.

AGENDA*City of Las Vegas*

June 5, 1985

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

0:36 M. LIQUOR -- Request for Waiver of
1500' Distance Requirement on
Change of Ownership/Change of
Location/Change of Business Name

1. From: Chopsticks, Inc.
dba
Chopstick Charlie
Latin Quarter
827 Las Vegas
Boulevard South

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 L. Bozack, 51%
Stockholder

TO: *TRIPLE E PARTNERSHIP
dba
ELLIOTT'S NEST
2100 East Fremont

General On-Off Sale

Joshua Dennis Elliott,
Jr., Partner, 33 1/3%

Robert Devoure Elliott,
Partner, 33 1/3%

Kenneth Wayne Elliott,
Partner, 33 1/3%

Joshua Elliott
(approval for finan-
cial suitability)

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

Nolen -
APPROVED 1500'
distance require-
ment, change of
location and
change of business
name.

Motion carried with
Briare voting "No."

Staff to proceed

Atty. Mark Segal
appeared to
represent Triple E
Partnership.

PROTESTANTS:

Donald Tuckosh
Blue Heaven Lounge

Jill Magliarditi
Odyssey 2001

Ray Madrano
Vegas Lounge

Jack Doyle
Las Vegas Food
& Beverage

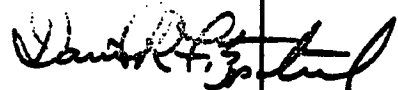
FAVOR:

Sue Petel
Blue Angel Motel

NOTE: Letters in protest from
Mr. Tuckosh, Ms. Magliarditi,
and Mr. Madrano made a part
of the final minutes.

NOTE: Lurie directed City Manager to
investigate Blue Angel Motel
and Blue Heaven Lounge for fire,
building and health hazards and
report back to full Council.

APPROVED AGENDA ITEM



Date: May 24, 1985

AGENDA DOCUMENTATION

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 5, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Waiver of 1500' Distance Requirement on Change
of Ownership/Change of Location/Change of Business Name

PURPOSE/BACKGROUND

Item, "M", 1.

Appearing on the June 5th agenda is a request for waiver of the 1500' distance requirement, made pursuant to the Liquor Control Ordinance, Las Vegas Municipal Code Section 6.50.310.

This request is made in conjunction with an application by Triple E Partnership for change of ownership, change of location, and change of business name on the general on-off sale liquor license currently held by Chopsticks, Inc., 827 Las Vegas Boulevard South. Triple E Partnership is seeking approval to transfer this license to 2100 East Fremont, for operation of Elliott's Nest.

Measurements taken by the Department of Business Activity reveal that the following establishments which hold general on-off sale licenses are within 1500' of the proposed location:

<u>Name</u>	<u>Address</u>	<u>Distance</u>
Blue Heaven Cocktail Lounge	2025 East Fremont	390'
Odyssey 2001	1930 East Fremont	950'
Vegas Lounge	2222 East Fremont	350'

Attached is a copy of a letter from Mark Segal, Attorney at law, outlining this request, and a map showing the proposed location and surrounding neighborhood.

In their request it is noted that the applicant states that they expect their clientele to come from other parts of the City "because of the nature of the musical entertainment to be offered there." As of this date, applicant has not clarified nor submitted the specific type entertainment proposed.

Also, applicant indicates that previous owners have held liquor licenses at this location. Business Activity records reveal those type licenses held in the past have been beer/wine on-sale and general on-sale restaurant limited licenses, classifications issued only in conjunction with restaurants and not governed by any distance requirement limitations.

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "M" 1

LAW OFFICES

OSHINS, SINGER, SEGAL, MURPHY & MORRIS, CHARTERED

A PROFESSIONAL CORPORATION

720 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101-6593

TELEPHONE

AREA CODE 702

382-5212

RICHARD A. OSHINS
MICHAEL H. SINGER
MARK SEGAL
PHILIP A. MURPHY, JR.
TRUDE MEMAHAN MORRIS

April 5, 1985

Las Vegas City Council
City of Las Vegas Board of Commissioners
400 East Stewart
Las Vegas, Nevada 89101

Re: Liquor License Application of
Triple E Partnership, d/b/a Elliott's Nest,
Request for Waiver of Las Vegas Municipal Code
Chapter 6, Section 6.50.310

Gentlemen:

Triple E Partnership, d/b/a Elliott's Nest, occupies premises at 2100 East Fremont Street. Triple E Partnership has applied for general on-off-sale liquor licensing approval at that location. The premises are within 1,500 feet of other licensees. Triple E Partnership hereby requests that you waive the licensee proximity requirements of Section 6.50.310 of the Las Vegas Municipal Code, which states that:

No general on-sale license or general on-off-sale license shall be located within 1,500 feet of any other general on-sale license or general on-off-sale license....At the request of the applicant, the Board of Commissioners, in its discretion, may waive this provision based on a consideration of the nature and character of the surrounding neighborhood.

Triple E Partnership requests that you waive the requirements of this section for the following reasons:

1. Triple E Partnership, d/b/a Elliott's Nest, will not be the first licensee in the described premises. Previous licensees have held liquor licenses there. Thus, a waiver of the requirements of this section will not result in an enterprise being licensed to operate for the first time in the neighborhood at the stated premises.
2. Triple E Partnership does not anticipate its business will attract individuals from the neighborhood who might otherwise walk or drive to those establishments that are located within 1,500 feet of Elliott's Nest. The partners expect their clientele to come from other parts of the City and County, who will be patronizing Elliott's Nest because of the nature of the musical entertainment to be offered there.

LAW OFFICES

OSHINS, SINGER, SEGAL, MURPHY & MORRIS, CHARTERED
A PROFESSIONAL CORPORATION

0044

Las Vegas City Council
City of Las Vegas Board of Commissioners
April 5, 1985
Page Two

Thus, the local market will not be oversaturated because of the licensing of Triple E Partnership but will, in fact, be increased, as people who do not otherwise come to the neighborhood will now do so.

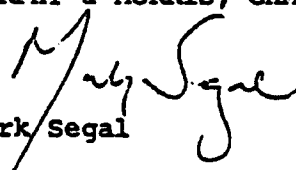
3. The nature and character of the neighborhood surrounding the premises at 2100 East Fremont, comprised in part of motels and bars, is one compatible with the licensing of another liquor selling establishment. The existing premises occupied by Elliott's Nest are unique in that their size allows for a seating capacity in excess of 200 so that the many patrons that the Partnership anticipates will want to enjoy the entertainment provided at Elliott's Nest can be accommodated at this location. No other existing location of this size is presently available elsewhere. The physical improvements already made to the premises by the Partnership have increased its value and upgraded the neighborhood.

If I can provide you with any further information in this matter, please let me know. Please notify me of the time and place at which this request for a waiver shall be heard.

Thank you very much for your consideration.

Very truly yours,

OSHINS, SINGER, SEGAL,
MURPHY & MORRIS, CHARTERED


Mark Segal

MS/k

May 30, 1985

Jerry Cahill, Director
Department of Business Activities

Dear Sir:

I am writing this letter in protest of the request by Triple E. Partnership to transfer the liquor license to 2100 East Fremont for operation of Elliott's Rest. There are currently 3 bars located within the 1500' distance of the proposed location for the license, the Blue Heaven, the Odyssey, and the Vegas Lounge.

I object to this waiver of the 1500' distance requirement because the business in the neighborhood does not warrant the establishment of this business in this proximity.

Sincerely,
Ray M. Medrano
Owner, Vegas Lounge
2222 E. Fremont
Las Vegas, Nv. 89101

6-5-85

agenda

Item M.

0047

June 3, - 1985
 City Council
 c/o Dept of Business Activity:

Protest for "Waiver - of 1500' Distance
 Requirement

Applicant:

Triple E. Partnership, D.B.A.
 Elliott's Nest
 2100 EAST Fremont
 General-on-off-Sale Licence

Dear Sirs:

This letter of protest pertaining
 to the above, because, I feel
 it would be a hardship to
 small businesses.

Odyssey Lounge is approx. 950 ft
 from requested location.

May I mention that I've only
 been approved since Oct 4, 1984

Sincerely,
 Jelma Magliardeti-D.B.A.
 Odyssey 3061
 1950 - E. Fremont
 L.O. No. 89109

BLUE HEAVEN LOUNGE
2025 E. CHARLESTON
LAS VEGAS, NEV., 89104

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

RE: Request for waiver of 1500' distance requirement--

Applicant: TRIPLE E PARTNERSHIP ,dba
ELLIOTT'S NEST
2100 EAST FREMONT
GENERAL ON-OFF SALE LICENSE

GENTLEMEN:

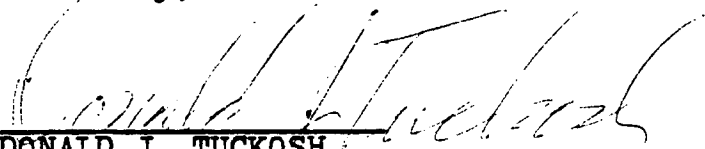
It is my desire to exercise our 1500' limitation in regards to the ELLIOTS NEST LICENSE allocation.

I feel that if such license is granted it will JEOPARDIZE our on and off sales. It would also saturate the neighborhood with all sales.

Being the fact that this location is on the same property that the BLUE HEAVEN COCKTAIL LOUNGE is located.

I feel it unnecessary for this board to justify such a permit.

Sincerely,


DONALD J. TUCKOSH
OWNER
BLUE HEAVEN LOUNGE

AGENDA*City of Las Vegas*

June 5, 1985

Page 15

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

ITEM

Council Action

Department Action

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

11:03

- A. DISCUSSION AND POSSIBLE ACTION ON
RESCINDING PREVIOUS AWARD REGARDING
BUS SHELTERS AND DIRECTING STAFF TO
GO TO BID FOR BUS SHELTERS.

Lurie -
APPROVED negotiation
of contract with
Inter-City Shelters,
Inc. subject to
performance bond
being provided to
CLV by Inter-City
Shelters, Inc.
Unanimous

Staff to proceed
Ray Peloso,
Inter-City
Shelters, Inc.,
appeared.

Lonnie Wilcox
appeared in
protest.

NOTE: Transcript made a part
of the Final Minutes.

AGENDA DOCUMENTATION

Date: May 30, 1985

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

0050

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON RESCINDING PREVIOUS AWARD REGARDING BUS SHELTERS AND DIRECTING STAFF TO GO TO BID FOR BUS SHELTERS.

PURPOSE/BACKGROUND

From January 19 to March 30, 1984, responses to the City's Request for Proposals (RFP) regarding a Bus Shelter Program were accepted. Five proposals were received by the March 30 deadline.

An initial review of these five proposals was conducted by the Project Design Committee in April. However, the review process was held in abeyance until an amendment to the City Ordinance pertaining to advertising signage in the public right-of-way could be adopted. The amendment was adopted by the Council at the July 18 meeting.

The second review and rating of the proposals was conducted by the Project Design Committee on August 20, 1984. Based on the information provided in the proposals, it was determined that Inter-City Shelters, Inc. of Newport Beach, California would provide the best program for the City's needs.

At the September 5, 1984 meeting, the City Council concurred with the recommendation of staff and awarded a contract to Inter-City Shelters, Inc. to implement the City's Bus Shelter Program. A problem did arise with Inter-City Shelters, Inc. in that they did not have a Nevada Contractors License at the time they made the proposal.

The State Contractors Board requires, in this instance, that proposers must be licensed in Nevada prior to submitting a proposal.

After several meetings with staff and the City Attorney, it was decided that if Inter-City Shelters, Inc. could resolve their differences with the State Contractors Board it would be appropriate for the City to negotiate a contract.

On May 15, 1985, the City received a telegram from Inter-City Shelters, Inc., requesting that this item be held until the June 5, 1985 Council meeting. On May 28, 1985, representatives from Inter-City Shelter, Inc. met with the City Attorney and presented evidence which proved that they have satisfied concerns of the State Contractors Board.

Since the concerns of the State Contractors Board have been satisfied, it is now appropriate to proceed on this project and have the appropriate staff negotiate a contract between the City of Las Vegas and Inter-City Shelters, Inc.

FISCAL IMPACT

None

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager to direct staff to proceed on this project by directing staff to negotiate a contract for Bus Shelters.

Agenda Item

IV. (a) A.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
IV(a)-A. DISCUSSION AND POSSIBLE ACTION ON RESCINDING PREVIOUS AWARD
REGARDING BUS SHELTERS AND DIRECTING STAFF TO GO TO BID FOR BUS SHELTERS

Page 1

- MAYOR BRIARE: Let's go right now then to Page 15, Administrative Agenda, the first item. Mr. Hall.
- CITY MANAGER HALL: Yes, Your Honor. Discussion and possible action on rescinding previous award regarding bus shelters and directing staff to go to bid for bus shelters. I might indicate to you that from a historical prospective, that at the September 5, 1984, Council Meeting, the City Council awarded a contract to Inter-City Shelters, Inc. to implement the City's bus shelter program. Subsequent to that, a problem arose in that the Inter-City Shelters, Inc. did not have a Nevada contractor's license and we had several meetings with them. Subsequent to that, they have obtained a Nevada contractor's license. We had an agenda item on one of the May meetings. We pulled that, pending some additional information from them. They have provided us today a packet which includes a letter that I requested from them via telephone dated June 4 that sets forth some of their problems and also at the bottom portion of page 2 and page 3 an action plan that they have indicated they are willing to implement.
- COUNCILMAN LURIE: I'd like the person that wrote this letter to come up here.
- CITY MANAGER HALL: Would the representatives from Inter-City Shelters please come up to the podium.
- COUNCILMAN LEVY: I have one question, if I may ask one question.
- RAY PELOSO: Mr. Mayor, my name is Ray Peloso with Inter-City Shelters.
- COUNCILMAN LEVY: May I ask just one question.
- COUNCILMAN LURIE: Go ahead.
- COUNCILMAN LEVY: When are you -- if we okay and give you -- when will you be able to start putting them on the street? That's all I want to know. I don't want all the bull; I don't want all your problems. I'm very -- somewhat disgusted because it's taken this long, and I've put a lot of blame on you. Now, when are you going to have them on the streets?
- RAY PELOSO: Councilman Levy, I set forth in my letter a schedule, a program.
- COUNCILMAN LEVY: I want it out of your verbage and not a machine.
- RAY PELOSO: I can put them on the street within the 30 days after receiving my contract, assuming I have the permits,

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
IV(a)-A. DISCUSSION AND POSSIBLE ACTION ON RESCINDING PREVIOUS AWARD
REGARDING BUS SHELTERS AND DIRECTING STAFF TO GO TO BID FOR BUS SHELTERS

Page 2

RAY PELOSO: proper permits from the City. I have shelters sitting in the yard in Santa Anna to bring here immediately. All I need is my contract and an opportunity to perform for you.

COUNCILMAN LEVY: Well, you had an opportunity to perform. I'll put that on your back.

MAYOR BRIARE: Councilman Nolen?

COUNCILMAN NOLEN: I have a question of staff. What -- the advertising that we are going to have on this, do we have the right to review that and look over it and ensure that we approve of it before it goes in, because I'm a little upset about these parking meter things and with the chapels and bail bondsmen.

DAN PILKINGTON: Yes.

COUNCILMAN NOLEN: We will be reviewing what goes on there?

CITY MANAGER HALL: We do have the opportunity to review completely.

COUNCILMAN LURIE: You also have the opportunity to review on the parking meters.

COUNCILMAN NOLEN: Well, somebody didn't do it. Well, it's against the law for the bail bondsmen to advertise, so obviously, somebody didn't do it, or whoever did it, didn't go to the legal department.

COUNCILMAN LURIE: Mayor, as you know, I did ask for this to come before us, because I was upset with the fact that we've been sitting on this since last September, and here we are trying to develop a transportation center, we're getting ready to let bids to develop it, and I thought that by having nice shelters and new benches, it's going to all tie in together and we'd have it all done, and I understand you ran into some problems and our City Attorney's office delayed some of the activity in getting this contract negotiated. I'm pleased with this letter and with your implementation plan. I just wanted to hear from you that you can follow this plan, because if we have to have a second meeting, you know, I'm ready to deny the whole thing and go out again and get somebody else that can perform.

RAY PELOSO: Yes, Mr. Ogilvie has assigned one of his deputies to prepare the contract, and we're supposed to have it ready for signature sometime I believe on the 19th of this month, and we're ready to perform.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985

IV(a)-A. DISCUSSION AND POSSIBLE ACTION ON RESCINDING PREVIOUS AWARD
REGARDING BUS SHELTERS AND DIRECTING STAFF TO GO TO BID FOR BUS SHELTERS

Page 3

COUNCILMAN LURIE: Based on the letter, Mayor, and the information we have before us this morning, I'D MOVE FOR APPROVAL TO NEGOTIATE THE CONTRACT WITH INTER-CITY SHELTERS, INC.

MAYOR BRIARE: Mr. Hall.

CITY MANAGER HALL: Yes, only one comment, Councilman Lurie. I just checked with George Ogilvie. I think the recommendation of staff would be that pursuant to the successful negotiation of a contract, that within that contract we would certainly want to have a bond of some kind if they do not perform within a certain period of time, that they would forfeit that, so the City could then go ahead and commence the process of rebidding all over again.

COUNCILMAN LURIE: That could be part of the motion.

RAY PELOSO: Was that a bond?

CITY MANAGER HALL: Yes.

RAY PELOSO: I think that's in our proposal that we --

MAYOR BRIARE: Any other comments by anyone?

LONNIE WILCOX: Hello. My name's Lonnie Wilcox. I represent Joey Curtis Construction. I've spoken with the City Attorney some months ago in regard to this matter. I was informed that there were no litigations regarding this matter. It has been a very nebulous situation, this entire bus shelter situation. I find it a little deplorable in a sense that they've let this delay go on and continue for such a period of time of a year when in your own City, a very reputable citizen of the community, Mr. Curtis, has agreed to take this project on and to complete it within a specified amount of time and --

COUNCILMAN LURIE: Did he ever submit a contract when we went for proposals?

LONNIE WILCOX: Yes, he has all of that proposal bid information, but he was not informed because of this award situation which was a smoke screen evidentially.

COUNCILMAN LEVY: We award it six months ago.

COUNCILMAN LURIE: Last September.

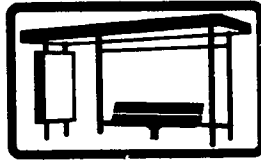
COUNCILMAN NOLEN: This was published and request for proposals and bids were sent out and we had one bidder, so as far as I'm concerned, case closed.

LONNIE WILCOX: Well, is there any recourse in regards to your negotiations on the contract, sir?

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
IV(a)-A. DISCUSSION AND POSSIBLE ACTION ON RESCINDING PREVIOUS AWARD
REGARDING BUS SHELTERS AND DIRECTING STAFF TO GO TO BID FOR BUS SHELTERS

Page 4

- COUNCILMAN NOLEN: Why don't you consult with your legal advisor. I think that would be the best thing for you to do. Consult with your legal advisor.
- COUNCILMAN LEVY: Or ours.
- MAYOR BRIARE: Mr. Ogilvie, would you like to comment on that?
- CITY ATTY. OGILVIE: I think that Councilman Nolen's correct, that we received only the bid of Inter-City Bus Shelters, and there was action taken in September of last year to award the contract to Inter-City, and I think that at this time, any other bidder is sort of out of luck.
- MAYOR BRIARE: So we're perfectly in order to vote on Councilman Lurie's motion?
- CITY ATTY. OGILVIE: Yes, I see nothing wrong with Councilman Lurie's motion.
- COUNCILMAN LEVY: Do you understand that sir?
- MAYOR BRIARE: Any other comments? Cast your vote. Post. The MOTION'S APPROVED.
- (VOTE: Unanimous approval of motion by full Council.)



0055

#12 CORPORATE PLAZA DR., STE. 202 **INTER-CITY SHELTERS INC.** NEWPORT BEACH, CA 92660 (714) 720-9477

June 4, 1985

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

Dear Mr. Hall:

I would like to confirm the following points regarding the progress of the negotiations for a bus shelter program between Inter-City Shelters and the City of Las Vegas.

The following is a brief history of the events in the negotiations and a statement of intention by Inter-City Shelters regarding fulfillment of a bus shelter program:

March 30, 1984	Inter-City Shelters responded to your RFP to install advertised Bus Shelters within the city boundaries of Las Vegas.
May 4, 1984	We were informed by Ms. Winnifred Jackson that the City had not yet made a decision regarding the Bus Shelter project. "Due to unforeseen legal technicalities brought to our attention by the city attorneys... this could take anywhere from three to four months."
May 8, 1984	Inter-City Shelters responded to Ms. Jackson's letters and agreed to leave our submitted proposal as it was for the following six months.
August, 1984	We were informed that Inter-City Shelters had been chosen among the bidders to enter into an agreement with the City of Las Vegas to build 50 advertised bus shelters.

Page 2
City of Las Vegas
June 4, 1985

Aug thru Nov, 1984	Inter-City Shelters was informed that the city attorney was drafting a preliminary contract to be reviewed by us shortly thereafter.
November 13, 1984	We were informed by the city attorney that Inter-City Shelters could not be awarded the contract due to the fact that our company did not hold a Nevada Contractor License. This point was never requested in the RFP.
January, 1985	We met with yourself, the city attorney and several council persons to determine the requirments which we were to fulfill in order to comply with the city and state regulations.
February, 1985	The city attorney informed us of the three conditions required by the city and state regulations.

For the past 90 days we have followed the instructions given to us and obtained all the legal documents as requested by the city attorney.

Finally, last week I personally met with Mr. George Ogilvie and Mr. Richard Blue. We finalized tentative agreements which we expect to be approved by the City Council at one of their next meetings.

Inter-City Shelters has been doing its utmost to see that we enter into an agreement as soon as possible. However, it has proven more difficult than originally anticipated to obtain all the necessary legal documents to conform with the city and state requirements.

We propose the following plan of action to fulfill our commitment upon entering into a written agreement with the City of Las Vegas for a bus shelter program:

Phase 1	The first phase will last 60 days which will be used to evaluate and determine where the 50 bus shelters should be installed. This will be done with the help of the city staff and the Las Vegas Transit System.

0057

Page 3
City of Las Vegas
June 4, 1985

Phase 2: The second phase will consist of the installation of the 50 bus shelters. This will begin approximately August 15, 1985 and be completed within 60-75 days, (approximately October 31, 1985).

Phase 3: The third phase will take place at the same time as the second phase. Inter-City Shelters will work with the Chamber of Commerce of Las Vegas and the appropriate staff of the city to determine the locations of 15 tourist information centers.

Also, we will install as many bus benches as required per our agreement at various bus stop locations approved by the city staff and the transit system.

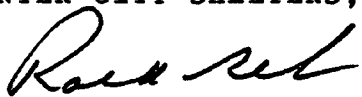
Additionally, two bus shelters with no advertisement will be installed at sites selected by the city staff.

Inter-City Shelters offers a quality program which will benefit the city and the bus patrons. It will be proven in the months and the years to come that, due to our extensive experience in this field, Inter-City Shelters's program will become an asset to the Transit System of the City of Las Vegas.

We thank you for your kind cooperation. We look forward to working with you to provide this public service to the City of Las Vegas.

Sincerely yours,

INTER-CITY SHELTERS, INC.


Raymond A. Peloso
Chairman of the Board

RAP/mam

Enclosures

**THE FOLLOWING
PAGE(S) ARE
ILLEGIBLE/POOR
QUALITY**

State of Nevada



Department of State

I, WM. D. SWACKHAMER, Secretary of State of the State of Nevada, do hereby certify that
INTER-CITY SHELTERS, INC.

did on the TWENTY-FIFTH day of JANUARY, 1985, file in this office
the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Sec-
retary of State of the State of Nevada, and further, that said
Articles contain all the statements of facts required by the law
of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
the Great Seal of State, at my office in Carson City, Nevada, this

TWENTY-FIFTH day of JANUARY A.D. 1985

By

Wm. D. Swackhamer
John T. Boyd

In the Matter of the Incorporation

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

INTER-CITY SHELTERS, INC.

JAN 9 5 1985

NOTARIAL SECRETARY OF STATE

ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION entered into this 15th

day of January, 1985, by:

A. RAYMOND A. PELOSO
30937 Stepple Chase Dr.
San Juan Capistrano, CA 92675

C. PAUL A. PELOSO
12 Corporate Plaza Dr.
Suite 202
Newport Beach, CA 92660

B. MARLENE A. MARTIN
34112 Selva Road
Laguna Hills, CA 92653

WITNESSETH:

FIRST: That the said parties hereto, desiring to become incorporated as a corporation in accordance with the laws of the State of Nevada and to obtain benefits conferred by said laws upon corporations, have made and entered into the following ARTICLES OF INCORPORATION, the terms whereof it is mutually agreed shall be equally obligatory upon the parties signing this instrument and all others who may from time to time hereafter become members of this corporation and who may hold stock therein.

SECOND: The name of the company shall be INTER-CITY SHELTERS, INC.

PRINCIPAL OFFICE

The principal office of the company shall be located at 34112 Selva Road, Laguna Hills, California 92653. There may be and there shall be branch offices in such place or places within the State of Nevada as may be deemed by the Board

of Directors, necessary, requisite, or appropriate to transact business of the corporation, each branch or subordinate office to be supervised by such person or persons as may be appointed by the Board of Directors.

PURPOSES AND POWERS

FOURTH: The purposes for which this corporation is organized and its powers in connection therewith are as follows:

(a) To become a party to, and to enter into agreements, contracts or relationships not in contravention of the law with any persons, firms, or other corporation;

(b) To do any or all of the above things in any part of the world, directly or indirectly, and as principal, agent, factor, or otherwise, and by or through agents or otherwise, and either alone or in conjunction with others;

(c) To carry on any lawful activity whatsoever which may seem to the corporation capable of being carried on in connection with the foregoing purposes and powers, or calculated directly or indirectly to promote the interest of the corporation or to enhance the value of its property.

The foregoing clauses shall each be construed as purpose and powers and the matters expressed in each clause or any part of any clause shall be in no way limited by reference to or inference from any other clause or any other part of the same clause, and the enumeration of specific purposes and powers shall not be construed to limit the powers of the corporation as provided by law, or that the expression of one thing be deemed to exclude another although it be of like nature not expressed.

Each of the words "and" and "or" as used herein shall have the meaning of both such words, unless repugnant to its context.

CAPITAL STOCK

FIFTH: (a) The amount of capital stock of the corporation shall consist of ONE THOUSAND (1,000) shares of common stock with full voting rights and without par value, and the Board of Directors is authorized to extend and increase its capital stock by amendment to these articles. In the case of any authorization to increase the capital stock of the corporation, except where such authorization be for the purpose of a stock dividend, that may hereafter be given, the new shares of stock authorized shall be offered by subscription to the holders of record of all shares of stock held by them, respectively, subject to such regulation and adjustment as the Board of Directors may from time to time determine with a view to avoid the issuance of fractional shares. If the resolution of the Board of Directors authorizing the issuance of new shares shall so provide, or if the shares be offered for subscription rights, any new shares authorized have not been subscribed for, then and in either event the authorized and unissued shares may be issued and sold from time to time for such price, and to such persons and on such terms, as the Board of Directors may determine.

(b) The Capital Stock of the corporation shall not be subject to assessment.

OFFICERS AND DIRECTORS

The officers of the corporation shall be a President, one or more Vice-Presidents, as may be determined in accordance with the Articles, and a Secretary-Treasurer. The corporation may have such additional officers as may be determined from

time to time in accordance with the By-Laws. The officers shall have the powers, perform the duties and be appointed as may be determined in accordance with the By-Laws. Any person may hold three offices of said corporation if so provided by the By-Laws.

(b) The Board of Directors, which shall be the governing board of the corporation shall consist of such number of persons, not less than two (2), as shall be determined from time to time in accordance with the By-Laws. The directors (and alternate directors and substitute directors, if any) shall be elected or appointed in the manner provided by the By-Laws and all vacancies in the office of the director or of any officer shall be filled in the manner provided for in the By-Laws.

(c) Each director and each officer may serve as such without holding stock in the corporation;

(d) All the powers and authority of the corporation shall be vested in and may be exercised by the Board of Directors except as otherwise provided by law, these Articles of Incorporation, of the By-Laws of the corporation; and in furtherance and not in limitation of said general powers, the Board of Directors shall have power: to acquire and dispose of property; to appoint a general manager, branch managers and such other managers, officers, agents, and employees of the corporation, and in its discretion require security of any of them for the faithful performance of any of their duties; to declare dividends in accordance with law; to make rules and regulations not inconsistent with the law or these Articles of Incorporation or the By-Laws for the transaction of business; to instruct the officers or agents of the corporation with respect to, and to authorize the voting of stock of, other corporations owned or

held by this corporation; to incur such indebtedness as may be deemed necessary which indebtedness may exceed the amount of the corporation's capital stock; to create such committees (including executive committees) and to designate as members of such committees such persons as it shall determine, and to confer upon such committees such powers and authorities as may be by resolution set forth for the purpose of carrying on or exercising any of the powers of the corporation; to create and set aside reserve funds for any purpose, and to invest any funds of the corporation in such securities or other property as to it may seem proper; to remove or suspend any officer, and generally do any and every lawful act necessary or proper to carry into effect the powers, purposes and objects of the corporation.

INITIAL OFFICERS AND DIRECTORS

SEVENTH: The names and addresses of the persons who are to act as the initial officers and directors of the corporation are:

NAME AND ADDRESS

POSITION

RAYMOND A. PELOSO
30937 Stepple Chase Dr.
San Juan Capistrano, CA 92675

President

PAUL A. PELOSO
12 Corporate Plaza Dr.
Suite 202
Newport Beach, CA 92660

Vice-President

MARLENE A. MARTIN
1111 S. Coast Blvd.
Laguna Hills, CA 92653

Secretary-Treasurer

CORPORATE EXISTENCE

EIGHTH: The corporation shall have perpetual succession by its corporate name and shall have all the powers herein enumerated or implied herefrom and the powers not provided, or which may be hereafter provided, by law for incorporated companies.

SERVICES OF PROCESS

NINTH: Service of legal process may be made upon the corporation in the manner provided by law.

STOCKHOLDERS LIABILITY

TENTH: No stockholder shall be liable for the debts of the corporation beyond the amount which may be due or unpaid upon any share or shares of stock of said corporation owned by him.

IN WITNESS WHEREOF, the parties herein named have hereunto set their hands on the day and year first above written.


RAYMOND A. PELOSO


PAUL A. PELOSO


MARLENE A. MARTIN



TICOR TITLE INSURANCE

0065

(Individual)

STATE OF CALIFORNIA
COUNTY OF

ORANGE

On JAN 18 1985 before me, the undersigned, a Notary Public in and for
said State, personally appeared RAYMOND A. POTOSO

_____, personally known to me or
proved to me on the basis of satisfactory evidence to be
the person _____ whose name _____ subscribed to the
within instrument and acknowledged that HE ex-
ecuted the same.
WITNESS my hand and official seal.

Signature

Anne L. Speedy

(This area for official notarial seal)

CAT. NO. NN00827
TO 3944 CA (1-83)

TICOR TITLE INSURANCE

(Individual)

STATE OF CALIFORNIA
COUNTY OF

ORANGE

On JAN 18 1985 before me, the undersigned, a Notary Public in and for
said State, personally appeared PAUL A. POTOSO

_____, personally known to me or
proved to me on the basis of satisfactory evidence to be
the person _____ whose name _____ subscribed to the
within instrument and acknowledged that HE ex-
ecuted the same.
WITNESS my hand and official seal.

Signature

Anne L. Speedy

(This area for official notarial seal)

CAT. NO. NN00827
TO 3944 CA (1-83)

TICOR TITLE INSURANCE

(Individual)

AGAVIN TO STATE
STATE OF CALIFORNIA
COUNTY OF

ORANGE

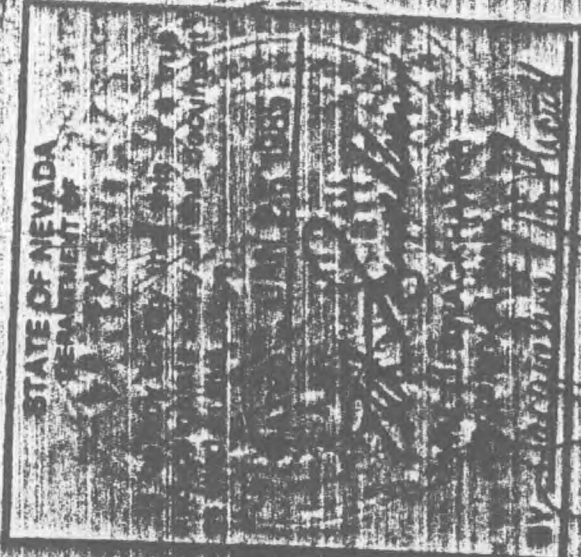
On JAN 18 1985 before me, the undersigned, a Notary Public in and for
said State, personally appeared BARBARA A. MARTIN

_____, personally known to me or
proved to me on the basis of satisfactory evidence to be
the person _____ whose name _____ subscribed to the
within instrument and acknowledged that HE ex-
ecuted the same.
WITNESS my hand and official seal.



(This area for official notarial seal)

CHANDLER & HILL MEMORIAL



RICHARD H. BRYAN
GOVERNORSTATE OF NEVADA
STATE CONTRACTORS BOARD

0067

1800 INDUSTRIAL ROAD / LAS VEGAS, NEVADA 89102 / (702) 385-0101
70 LINDEN STREET / RENO, NEVADA 89502 / (702) [REDACTED] 789-0141

April 11, 1985

Mr. Raymond Peloso, President
Inter-City Shelters, Inc.
5300 Rent A Car Road
Las Vegas, Nevada 89119

The State Contractors Board approved your application for a B-2, residential
commercial, Maximum Contract: \$500,000 limit
 license on April 10, 1985 with a \$15,000 bond.

It is a requirement of the Law that no new license shall be issued unless the applicant for such license has filed with the Board proof of industrial insurance and insurance for occupational diseases, which covers his employees, a copy of his certificate of qualification as a self-insured employer which is issued by the commissioner of insurance. In addition, a surety bond is required, issued by a qualified insurer for no less than One Thousand Dollars (\$1,000) and not more than Fifty Thousand Dollars (\$50,000).

After a licensee has acted in the capacity of a licensed contractor in the State of Nevada for not less than five (5) consecutive years, the Board may relieve the licensee of the requirement of filing a bond or establishing a cash deposit if evidence supporting such relief is presented to the Board, but the Board may at any time thereafter require such licensee to file a new bond or establish a new cash deposit. In the event a cash bond is posted, the Board is required by Law to hold such cash bond for an additional 5 years after the minimum required bonding period.

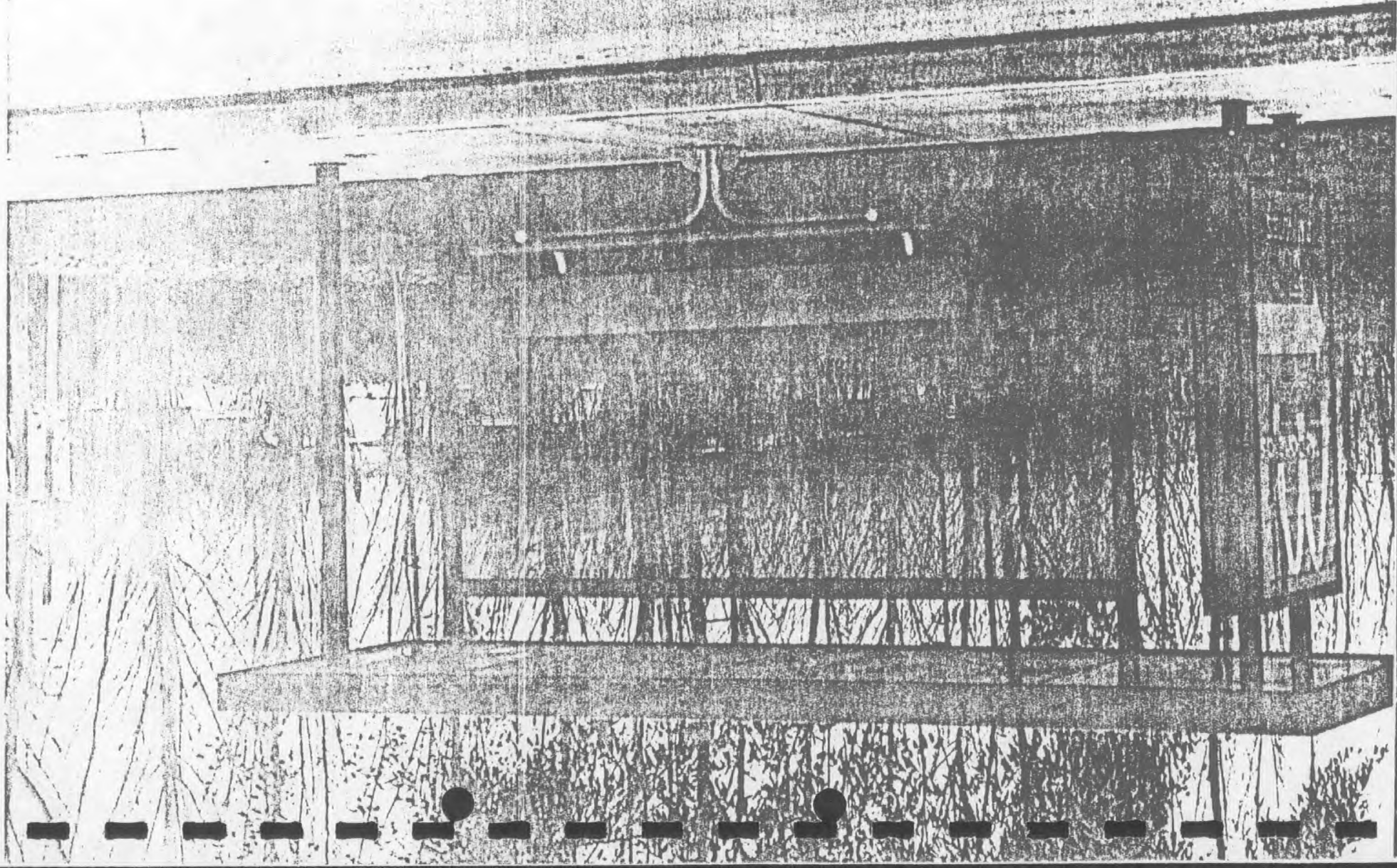
Enclosed is a bond form that is acceptable under the Law. The bond should be filed the date of Board approval or within thirty (30) days thereafter. If the bond or cash deposit is not received within this thirty (30) day period, the action of the Board in approving your application will automatically be rescinded, your application withdrawn and the license fee will be refunded.

YOU ARE CAUTIONED that the Board's approval of your application does not constitute the issuing of a license and you cannot bid work or act as a contractor on construction work that comes under the jurisdiction of this Board until proof of industrial insurance and the bond have been submitted and a license issued.

Sincerely,

Tina Monahan
Manager of Administration

closure



Inter-City Shelters, Inc.

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Inter-City Shelters, Inc.

Once Upon a Time . . .

At the end of World War II, Europeans were chiefly dependent on the mass transportation system as their form of travel, and until the late 1950's one had to wait an average of two to three years for the delivery of a new car.

In the early 1960's, as the economy began to be revitalized, advertisers encountered difficulties in the promotion of their products and services due to the limited modes of advertising available in this post war period. There existed very few billboards and magazines, and extremely limited radio time.

At that time, a young man by the name of J.C. Decaux of France, thought of a service which would combine the needs of both the public transit users and the advertisers. Taking note of the people waiting in the sun, rain, snow, or wind, he envisioned providing a much needed shelter, and at the same time having the advertisers pay for it.

The idea was ingenious, however, the cities were not very interested in participating in this novel service. They were skeptical of the feasibility in making it work, and felt uneasy about the inclusion of the private sector in providing a public service. It seemed too good to be true, and they suspected a catch somewhere. Only a few cities had agreed to a limited experiment with shelter programs, and the entire project was ready to collapse. Until one day, J.C. Decaux decided to display the copy of a speech made several days earlier by the late President De Gaulle on all of his forty shelters. That done, he took pictures of his shelters with the speech displayed in them and sent the pictures to the Elysee Palace to the President himself.

Inter-City Shelters, Inc.

Once Upon a Time . . .

(Continued)

Well, the President was honored and pleased to see such a patriotic person as J.C. Decaux, and decided to assist him in gaining the support of the cities in France to participate in this project. Today, J.C. Decaux owns and operates 26,000 bus shelters, and the acceptance by the public and the communities has been overwhelming.

The shelters are constructed at no cost to the city, maintained at no cost to the city, and provide additional revenue to the community which receives a percentage of the gross advertising revenues.

The public appreciates a comfortable and secure place in which to wait for the bus. The shelter has become a identification for a bus station, and encourages people to use mass transporation.

Inter-City Shelters, Inc.

A Bus Shelter Program for Your Community

The bus shelter program is gaining recognition in the U.S. where it has been implemented in many cities. It is a unique service which combines a civic service sponsored by private enterprise. As a result, a community is able to benefit from a service which does not require city expenditure, and provides an additional source of revenue to the community.

The shelter creates a haven from the sun, wind, and rain for the public transit user as he waits for a bus.

A bus shelter program in your community assures the bus patron of a comfortable place in the street which has been especially designed to meet his needs for safety and protection.

MAINTENANCE POLICY

Inter-City Shelter, Inc. believes that maintenance of the shelters is a priority in the successful operation of this program. The shelters are routinely cleaned twice weekly which includes washing of the unit and trash removal. Repairs are consistently attended to including repainting as needed. An identification plate is displayed on the rear of the shelters with an emergency phone number so that our staff can be called on to respond to any unusual occurrences. As a participant in your community we take pride in providing a maintenance service which upholds the high standards of the community.

Inter-City Shelters, Inc.

0073

A Bus Shelter Program for Your Community

(Continued)

SAFETY

The shelters are lighted at night so that bus patrons can wait comfortably in a well-lighted area. Our maintenance crews check the lighting system of the units twice monthly and replace malfunctioning tubes.

All glass in the unit is safety-tempered which insures against splintering in case of breakage. The back panels of glass are safety-tempered to provide better protection from the heat and sun.

An opening is provided at the rear of the shelter to allow free access to the unit from any side.

BENCHES

The aluminum bench is not only aesthetically attractive, but also very comfortable due to its contoured pattern. It is 8 feet in length and can accommodate four persons with ease. The aluminum is anodized to insure more protection against the elements.

FREE TO THE COMMUNITY

The bus shelter program is provided at no cost to the city. All expenses are paid by Inter-City Shelters, Inc.

Inter-City Shelters, Inc. derives its revenues from the sale of advertisement space within the shelter, and shares a percentage of that revenue with the city.

Inter-City Shelters, Inc.

0074

Benefits to Your Community

Q. Who pays for the shelters?

A. Inter-City Shelters, Inc. assumes all costs for the construction, engineering, surveys of the sites, and required permit fees.

Q. Does the city have any expense involved?

A. Absolutely not. All costs from installation to upkeep and routine maintenance are entirely paid by Inter-City Shelters, Inc.

Q. What type of insurance does your company provide to the city?

A. A liability insurance for \$1 million for each unit (in case of an accident) is provided which covers the city, its staff and elected officials.

Also, a \$1,500 restoration bond is provided for each unit should the city require the removal of the shelters.

Inter-City Shelters, Inc.

Benefits to Your Community

(Continued)

Q. How can your company afford to offer this service?

A. The right side of each shelter is designed with an advertising box which displays two advertisement posters back to back. The revenue derived from the sale of this advertising space makes this project feasible.

Q. Does the city obtain any revenue from the shelters?

A. Yes. Inter-City Shelter, Inc. gives the city a percentage of the gross advertising revenues.

Q. What kind of experience does Inter-City Shelter, Inc. of California have in the bus shelter field?

A. The management of Inter-City Shelters has had over 9 years of experience in providing bus shelter programs to communities, and pioneered the bus shelter concept in the U.S. in 1975.

Inter-City Shelters, Inc.

0076

Advertisement Policy

It is the policy of Inter-City Shelters, Inc. to display only advertising which will be acceptable to the high standards of the community. No political or controversial advertising will be displayed in the shelters. As further assurance the city will command a veto power over all advertisements posted.

The advertisement is displayed inside a watertight advertisement box on the right side of the shelter, and is back lit at night by six neon lights. This light source also illuminates the inside of the shelter.

The advertisement is locked behind glass. This feature allows any graffiti to be removed easily and insures that the advertisement poster will be protected from the ordinary wear of the elements.

Our priority in this area is to display tasteful advertisement which does not disturb, hinder, or otherwise pollute the environment.

Inter-City Shelters, Inc.

0077

Physical Description of the Shelter

The shelter is fabricated with materials which withstand the elements, and has been designed for durability and to be as maintenance free as possible.

The roof structure is constructed of aluminum. It measures 17 feet in length x 5'6" feet in width x 8'4" in height.

A lighting fixture is located in the roof on the inside of the shelter to provide illumination at night and for the safety and comfort of bus patrons.

The advertising box is fabricated in aluminum. It features a watertight case in which an advertisement poster may be displayed behind 1/4" clear, safety-tempered glass.

Six neon tubes back light the advertisement, and provide additional lighting to the inside of the shelter.

The wiring of the shelter is made following the city codes and all connections from the shelter to the main power source are underground.

Inter-City Shelters, Inc.

0078

Physical Description of the Shelter

(Continued)

The five supporting legs are made of 3 x 3 x 1/4" aluminum tubing which are anchored 4 feet into the ground to provide a strong foundation for the structure.

The back of the shelter consists of three safety-tempered tinted glass panels which are 3/8" thick, and encased in an aluminum frame. An additional tinted glass panel can be installed opposite to the advertisement box for a more complete enclosure.

The bench made of aluminum is bronze anodized finish for better protection. The two supporting legs are anchored 2 feet into the ground.

A trash receptable is installed next to the shelter. It is fabricated in fiberglass, and houses a galvanized steel lining.

A photocell on the top of the roof turns the lighting of the shelter on and off according to the degree of daylight.

Inter-City Shelters, Inc.

0079

Conclusion

The installation of transit shelters in your community will provide benefits for both the bus patrons and the city with respect to the additional income it will generate.

This type of program is in progress in numerous cities in the United States. It has been initiated and developed by the present management of Inter-City Shelters, Inc.

Inter-City Shelters, Inc. can provide a rewarding program for your community based on our experience and proven competence in this very specialized field.

We hope you will find this proposal satisfactory and that we will be able to work together to put this quality program into operation.

Inter-City Shelters, Inc.

0080

Contract

The contract which follows defines each features of the program as described in our brochure.

This contract is a guarantee to the city that all services and monetary benefits will be assured by Inter-City Shelters, Inc.

A G R E E M E N T

THIS AGREEMENT made the day of _____
between NATIONAL DISPLAY ADVERTISING dba INTER CITY SHELTERS, INC.,
a California Corporation (hereinafter referred to as ICS) and the
CITY OF _____ (hereinafter referred to as the City).

It is mutually agreed that the City permits ICS to
construct _____ transit advertising shelters in the City
and upon City sidewalks, upon the terms and conditions following:

1. DURATION: This agreement shall remain in force for
the term of ten (10) years from the day of _____ unless
previously determined as hereinafter provided:

2. TYPE OF SHELTER: ICS will build the shelters in the
following dimensions:

- A. 17' in length
- B. 5' in depth
- C. 8' 6" in height

And in a shape as per our drawing ICS-184. The materials used are:

Aluminum for the roof structure, the advertising
box sign, the poles and door frames of the adver-
tising box. Safety tempered glass on all glass
panels. The back glass panel is tinted for more
sun protection. Lighting fixtures installed in
advertising box and on top of roof.

3. ICS OBLIGATIONS: ICS will pay all fees, costs and
permit charges regularly assessed by the City and agrees that the
shelters will be built in conformity with applicable building

codes of the City.

ICS will maintain, repair, clean and service the shelters on a regular bi-weekly basis.

4. INDEMNIFICATION AND INSURANCE:

A. ICS will indemnify and save harmless the City, its officers, agents servants and employees, against all claims, costs expenses, damages, liabilities and judgments of every kind and character, resulting by reason of the erection, maintenance, operation or removal of any of the shelters referred to in this agreement, sustained or claimed by any person, firm or corporation whomsoever and whatsoever, caused or alleged to have been caused, directly or indirectly, by an act or omission, negligent or otherwise, of ICS, its agents servants and employees, or occasioned by any work performed by ICS, or by the permission granted by the City herein, and shall defend any such actions or suit brought against the City, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of the City, the amount of any judgment that may be entered against them in any such action or suit.

B. ICS will carry indemnity insurance as against the above mentioned liability in a sum of not less than One Million Dollars, naming the City, its officers, agents, servants and employees as additional insureds and also a Restoration Bond will be issued to the City for its records 48 hours prior to construction.

5. MAINTENANCE: ICS shall be at liberty to enter upon and into shelters at any reasonable time with workmen and all

necessary electric wires, meters, clock work machinery and other things reasonably necessary for making the said shelter effective, all which work shall be done at the sole expense of ICS. Cleaning of shelter will be done twice weekly.

6. PAYMENT FOR ELECTRICITY: ICS shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the City indemnified against being called on to pay these sums.

7. TYPES OF ADVERTISING: ICS agrees that it will utilize the shelters only for advertising material and will not use the shelters for indecent or vulgar advertising. ICS agrees to withdraw any advertising from the shelter which the City shall solely determine to be indecent and vulgar. In the event the City makes such a determination, all such advertising shall be removed within twenty-four (24) hours after the City serves notice upon ICS requiring the removal of such advertising.

8. SITE LOCATION: The location of the shelters will be chosen by the Public Works or Transportation Department.

In the event relocation of the bus shelters are requested due to Redevelopment of certain areas or changes in the bus route, ICS will carry all the costs of restoring the site and will relocate the shelter at its own expense.

9. THE RIGHT OF ICS TO REMOVE SHELTERS: ICS retains the right to remove any shelters without notice to the City in the event any restriction on the construction or maintenance of advertising is imposed by statute or by ordinance of City or State in which

the shelter is located, or in the event of Federal, State, County or other proper authorities should hereafter establish any rules regulations or taxation which shall have the effect of so restricting location, construction, or maintenance or operation of the shelters so as to diminish the value of said shelters for advertising purposes.

10. TIME OF ERECTION OF SHELTERS: ICS shall erect the first shelter within 120 days from the date of this agreement. The entire number of shelters provided for in this agreement shall be installed by ICS within 18 months from the date of this agreement, subject to the following paragraph.

11. CONDITIONS: ICS shall not be required to provide or retain any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable.

12. COMPENSATION TO THE CITY:

A. ICS will pay to City ten percent (10%) of the gross advertising revenues received by it for the rental space of the shelters.

B. ICS will make payment to the City on an annual basis, said payment to commence one year from the receipt of advertising revenues by ICS.

C. ICS will allow reasonable inspection of applicable books and records by authorized City officials at ICS' office during reasonable business hours to determine revenues due to the City.

13. DUTY TO REMOVE: In the event the City fails to receive notice of renewal of either or both the Permit and Restoration Bond or the Comprehensive General Liability Insurance on or before twenty days before the expiration date of said coverages, or in the event either or both the Permit and Restoration Bond or Comprehensive General Liability Insurance are cancelled and no evidence of equal coverage is exhibited to the City on or before twenty days prior to the expiration date of either coverage, and upon termination of this agreement for any reason, ICS agrees to immediately remove all of its shelters, including foundation, and if it fails to do so within 30 days after notice to do so is mailed by the City, City shall have the right to remove them and ICS shall be obliged to pay City its costs for such removal.

14. This agreement is and will be subject to all Statutes, Ordinances and Regulations enacted.

15. The City in case of disagreement, cannot terminate this contract without showing substantial cause and due process.

16. Upon removal of any or all shelters erected by ICS hereunder, all material will be removed from the site and such site restored to condition existing prior to installation. All wires will be removed and holes filled.

17. Nine months prior to the end of this agreement, ICS will notify the City by certified letter of the end of this contract. In the event that the City desires not to renew this agreement, the City must provide formal written notice to ICS at least six (6) months prior to the date of the termination of this agreement. If

the City fails to give at least six (6) months notice to ICS, this agreement will be automatically renewed for a term of five (5) years from said date of the termination of this agreement.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between ICS and City and supersedes all prior negotiations and agreements. This agreement may be amended only by written instrument signed by both parties hereto. This agreement and any modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties' heirs, successors, assigns, partners and legal representatives.

The City warrants and represents that it has the authority to enter into this agreement and that the necessary and proper resolutions have been approved and passed by the proper officials; further, it is warranted and represented that the signatories to the agreement have the authority to so act.

NATIONAL DISPLAY ADVERTISING dba
INTER CITY BUS SHELTERS, INC.,
a California Corporation

by _____
Jean Claude Le Royer, President

ATTEST:

Secretary

CITY OF _____

ATTEST:

by _____

AGENDA*City of Las Vegas*

June 5, 1985

Page 16

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.

1:09

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

1. Service and Material Warrants
In the amount of \$2,349,595.28
2. Payroll Warrants
In the amount of \$1,294,845.03
3. Other Warrants and Investments
In the amount of \$72,543.31

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



JUNE 5, 1985

0089

DESCRIPTION: VOID



PAYROLL WARRANTS

DESCRIPTION: P/R 5-18-85

and approve same for payment as being in compliance with all applicable laws, to the best of my knowledge and belief.

APPROVED:

CITYMANAGER

On June 5, 1985, 19____ The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

ATTEST:

CITY CLERK

0090

AGENDA*City of Las Vegas*

June 5, 1985

Page 17

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

11:09

A. AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

1. REPLACEMENTS FOR EXISTING BUDGETED POSITIONS:

Lurie -
APPROVED Items A,
B and C as recom-
mended.
Unanimous

Staff to proceed

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Park Ranger (2)	Parks, Recre- ation & Senior Citizen Acti- vities	\$1,504- 1,965	General
Equipment Service Worker	General Services	\$1,338- 1,627	General
Systems Software Specialist	Traffic Management Center	\$1,938- 2,356	General, with cost shared by City, County, State, & North Las Vegas
Traffic Signal Technician II	Traffic Management Center	\$1,756- 2,134	General, with cost shared by City, County, State, & North Las Vegas
Secretary I	Traffic Management Center	\$1,274- 1,548	General, with cost shared by City, County, State, & North Las Vegas

APPROVED AGENDA ITEM

[Signature]

AGENDA DOCUMENTATION

Date: May 29, 1985TO:
The City Council

FROM:

SUBJECT:

DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL POSITIONS

PURPOSE/BACKGROUND

Of the 1,636 positions in the City's 1984-85 Fiscal Budget, 13.3% (218 positions) are currently vacant.

The staff is recommending the filling of seven (7) critical positions at this time.

The chart below gives you a summary of our current staffing, as well as showing the seven (7) 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	154	148	6	0	0	0
Classified	1165	1117	48	6	0	6
Contract	17	13	4	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>291</u>	<u>131</u>	<u>160</u>	<u>1</u>	<u>0</u>	<u>1</u>
Total	1636	1418	218	7	0	7

FISCAL IMPACT

The seven vacant and budgeted positions shown above are included in the City's current budget and in the approved fiscal year '85-86 budget. 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 \$1,011,240. 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 \$1,118,307.

RECOMMENDATION

Staff recommends the filling of seven (7) positions indicated above.

RECOMMENDED

Jan Tait
Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV.(c) A.

AGENDA*City of Las Vegas*

June 5, 1985

Page 18

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

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL
& EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>HOURLY SALARY</u>	<u>FUNDING</u>
Volunteer Coordinator	Public Services	\$ 5.85	Enter- prise

B. BLANKET APPROVAL TO FILL
CLERICAL POSITIONS IN
MUNICIPAL COURT

Lurie -
APPROVED Items A,
B and C as recom-
mended.
Unanimous

Staff to proceed

C. BLANKET APPROVAL TO FILL
PART-TIME & SEASONAL POSITIONS
DEPARTMENT OF PARKS, RECREATION
& SENIOR CITIZEN ACTIVITIES

Lurie -
APPROVED Items A,
B and C as recom-
mended.
Unanimous

Staff to proceed

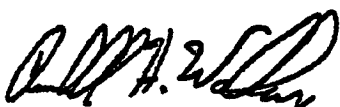
D. DISCUSSION & POSSIBLE ACTION
ON AGREEMENT BETWEEN CITY OF
LAS VEGAS AND CITY EMPLOYEES
ASSOCIATION

Nolen -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

Terry Stoles,
Pres. CEA
and Jan Tait
appeared.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: June 5, 1985

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: BLANKET APPROVAL TO FILL CLERICAL POSITIONS IN MUNICIPAL COURT

PURPOSE/BACKGROUND

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

Much of the Court's ability to collect revenues depends upon maintaining full staffing to assure coverage of revenue collection operations. When vacancies occur among clerical personnel, it is critical to fill those vacancies as quickly as possible. Last year, at their July 5th meeting, the City Council approved filling clerical positions in Municipal Court on a blanket basis, thereby enabling the City to maintain needed staff levels in periods of high turnover. This procedure has worked well and is therefore being proposed again this year. Staff are requesting Council approval to fill clerical vacancies as needed during the course of the year to maintain full staffing at the approved level. The positions affected by this request are the sixty (60) budgeted clerical positions in the Municipal Court:

Office Supervisor	3
Data Entry Operator	5
Senior Office Assistant	7
Office Assistant	16
Junior Office Assistant	20
Clerk Aide	1
Intake Services Officer	5
Administrative Secretary	2
Secretary II	1
TOTAL	60

FISCAL IMPACT

All clerical positions listed above have been approved and budgeted for funding in the FY 1985-86 final budget.

RECOMMENDATIONS

It is recommended that the City Council authorize blanket approval for the Municipal Court to fill or refill the sixty (60) clerical positions listed above as required, not to exceed the number of positions authorized in the FY 1985-86 budget. Established review and hiring procedures will remain in effect through the City Manager.

RECOMMENDED:


Jan Taft, Director
Personnel & Employee Relations

Agenda Item

IV(c)B.

AGENDA DOCUMENTATION

Date: June 5, 1985

0094

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: BLANKET APPROVAL TO FILL PART-TIME/SEASONAL VACANCIES

PURPOSE/BACKGROUND

The Department of Parks, Recreation, & Sr. Citizen Activities has three general groups of part-time employees: summer program employees; part-time/seasonal employees, and two contract employees. The summer program employees are hired to handle the City's summertime pools and playground activities. The part-time/seasonal employees are hired on intermittent bases at various times during the year to teach classes, supervise recreation activities, and operate facilities.

APPROVED STAFFING LEVEL FOR FY 1985-'86

	NUMBER OF POSITIONS	FTE (Full-Time Equivalent)
Summer Program Employees	119	30
Part-Time/Seasonal Employees	134	47
Contract Employees	2	2
<u>TOTAL</u>	<u>255</u>	<u>79</u>

The majority of the part-time/seasonal employees work less than half-time (average 35% of full-time) and, as is the case for most intermittent workers, turnover is fairly high, causing us to bring their replacements to your agenda more often than regular employees. The 134 positions are entirely supported by fees from classes taught.

Current City procedures require that each time a vacancy is to be filled, Council approval must be obtained. Because this is done at our regular City Council meetings, there is a lag-time of two weeks between the time the vacancy occurs and when an individual can be hired. Although this poses no difficulty with respect to regular full-time vacancies where turnover is relatively low, the lag-time does pose a problem in those areas where turnover can be high and the need to fill positions rapidly is critical (such as program instructors).

To resolve this problem and enable the Department of Parks, Recreation & Sr. Citizen Activities to operate in a more efficient manner, staff requests blanket approval to fill summer, part-time/seasonal, and contract vacancies up to, but not exceeding, the approved FY 1985-'86 staffing level. Procedural controls with respect to filling the individual vacancies shall remain as currently done. These include approval of the request by Finance, the Department of Personnel & Employee Relations, and the City Manager's Office.

Any proposed changes to the number of positions listed above will be brought before the Council for approval prior to any action.

FISCAL IMPACT

The summer, part-time/seasonal, and contract positions listed above have been approved for funding in the FY 1985-'86 final budget.

RECOMMENDATIONS

It is recommended that the City Council authorize blanket approval for the Department of Parks, Recreation & Sr. Citizen Activities to fill or refill the two hundred and fifty five (255) part-time/seasonal positions listed above as required, not to exceed the number of positions authorized in the FY 1985-'86 budget. Established review and hiring procedures will remain in effect through the City Manager.

RECOMMENDED: *[Signature]*
Jan Iait, Director
Personnel & Employee Relations

Agenda Item

IV(c) C

AGENDA DOCUMENTATION

Date: June 5, 1985

TO:

The City Council

FROM:

ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON AN AMENDMENT TO THE LABOR AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE LAS VEGAS CITY EMPLOYEES' ASSOCIATION

PURPOSE/BACKGROUND

The current labor contract between the City and the City Employees' Association (CEA) runs from July 1, 1984, through June 30, 1986. Approved by the City Council at the June 29, 1984, meeting, the existing agreement calls for a 4.7% wage increase effective July 1, 1984, and a 5.0% increase July 1, 1985.

Originally, the City's two other bargaining units, the IAFF and the PPA, also had two year agreements, but on January 16th, of this year, the City Council approved a third year for the IAFF. Subsequently, the City and the CEA entered discussions regarding a third year for that contract.

Through these discussions, representatives from both City management and the CEA reached agreement on a proposed amendment to the current contract. The proposed amendment calls for the following:

- .Extension of the contract to include a third year (thus running through June 27, 1987);
- .Award of a 5% general increase, effective June 29, 1986;
- .A wage reopener for the third year, if the CPI is below 2% or above 8%; and
- .Revision to the language regarding group insurance to increase the flexibility of current reserve funds and to reduce the budget allocation required.

The proposed contract amendment is generally in line with national trends and will save the City and the Union the expense of fully open labor negotiations for another year.

FISCAL IMPACT

The amendment to the medical language will allow a budget savings of \$689,000 for FY 1985-'86. The cost of the third year wage package will be \$1,277,704 and would be budgeted in that fiscal year (FY 1986-'87)

RECOMMENDATIONS

It is recommended that that the City Council ratify the proposed amendment to the current contract between the City and the Las Vegas City Employees' Association (CEA), and authorize the Mayor to sign the agreement.

RECOMMENDED:

Jan Tait
Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV(c) D

ARTICLE 3 - DEFINITIONS

(A) This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

(B) The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

(C) It is the continuing policy of the City and the Association that the provisions of this agreement shall be applied to employees without regard to age, sex, race, color, religious creed, handicap, veteran status or national origin.

(D) Most of the following definitions of terms used in this agreement are derived from the City of Las Vegas Personnel Policies and Procedures Manual (Compensation Ordinance), the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupation Diseases Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

1) Administrative Employee: Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, any deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policies and programs.

2) Alternative Work Schedules (AWS): Shift hours that would normally

1 he permanent in nature and irregular to that of an 8-hour/5 day per week work
2 schedule.

3 3) Arbitrator: An impartial third party chosen in accordance with the
4 provisions of this contract.

5 4) Base Salary: Remuneration received by the employee in accordance
6 with the rates specified on the appropriate salary schedule or other compen-
7 sation plan in effect for any one employee or group of employees.

8 5) Call-Out: When an employee returns to work on assignment during
9 off-duty hours after the employee has left the normal duty location.

10 6) Classification: A group of positions which have essentially simi-
11 lar duties and responsibilities, is allocated to the same salary range, and is
12 designated by the same general title.

13 7) Classification Specifications: A written description of the work
14 required of positions in the classification that includes the classification
15 title, definition, authority, examples of duties and responsibilities, and mini-
16 mum or desirable qualifications. Classification specifications are descriptive
17 and explanatory of the general work required in positions in that classification
18 and are not necessarily inclusive of all duties to be performed in a particular
19 position.

20 8) Confidential Employee: An employee who is privy to decisions of
21 management affecting employee relations, including all employees of the Person-
22 nel Department or its equivalent.

23 9) Decision Making Leave: One day's leave, imposed with or without
24 pay, issued in the disciplinary process whereby an employee is provided an
25 opportunity to decide whether he/she wishes to continue employment with the
26 City.

27 10) Demotion: Movement of an employee from one classification to a dif-
28 ferent classification which is on a lower salary grade than the original

1 classification.

2 11) Emergency Annual Leave: Leave that may be granted after a request
3 for immediate annual leave that, by the nature of the condition prompting the
4 request, could not have reasonably been predicted in advance of need and been
5 scheduled in accordance with normal departmental policy.

6 12) Grade: A term used to designate a salary range to which one or
7 more classifications may be allocated.

8 13) Holiday: A day set aside for the special observance of a memorable
9 event or occasion.

10 14) Hourly Employee: Persons not subject to the City of Las Vegas
11 Civil Service Rules, who serve at the pleasure of their appointing authority,
12 and whose base hourly pay constitutes their entire compensation.

13 15) Immediate Family: An employee's spouse, child, father, mother,
14 brother, sister, step or foster child, grandparents, father-in-law, and mother-
15 in-law are considered to be members of the immediate family.

16 16) Incident of Use (Sick Leave): Any period of continuous absence for
17 the same reason, or the use of sick leave for an individual condition that
18 requires repeated treatment.

19 17) Job-Related Disability: Incapacity resulting from an accident or
20 occupational disease arising out of and/or in the course of employment as
21 defined in NRS 616 & 617.

22 18) Just Cause: A factual reason cited by the City that is used to
23 issue disciplinary action. Just cause would normally include, but is not
24 limited to charges of inefficiency, incompetence, insubordination, moral miscon-
25 duct, habitual tardiness or absenteeism, abuse of sick leave, and violation of
26 published departmental work rules.

27 19) Negotiations: The process of collective bargaining between the
28 City and the Association in determining the relationship between the parties.

1 20) Normal Work Day: The hours normally required for an employee to
2 work any one day or one shift.

3 21) Overtime: Time that an employee is required to work in addition to
4 the employee's normal daily or weekly work schedule.

5 22) Paternity Leave: Leave granted male employees for the purposes of
6 caring for newly born or newly adopted children.

7 23) Probationary Employee (Initial Hire): An employee who has not
8 completed the probationary period of employment and whose permanent appointment
9 has not been confirmed. Probationary employees are subject to different proce-
10 dures, regulations and conditions of employment from regular employees. These
11 procedures, regulations, and conditions are set forth in the Civil Service
12 Rules.

13 24) Probationary Period: Any person appointed, transferred, or pro-
14 moted to a non-temporary classified position in the City of Las Vegas is
15 required to serve a probationary period of not less than six (6) months prior to
16 confirmation of the appointment.

17 25) Promotion: A change of an employee from a position in one classi-
18 fication to a position in a higher classification, when such change is other
19 than a result of reclassification of the employee or reallocation of the
20 position.

21 26) Reassignment: The movement of an employee or a position from one
22 work unit to another within the same department, with no change of
23 classification.

24 27) Reclassification: The movement of an employee from one classifi-
25 ciation to another classification on the same salary grade.

26 28) Regular Employee: One who has successfully completed his/her pro-
27 bationary period and whose appointment has been confirmed in a permanent posi-
28 tion.

1 29) Salary Range: The minimum and maximum base salaries which may be
2 paid to an employee working in a classification in accordance with the salary
3 grade to which the classification is allocated.

4 30) Salary Schedule: The step, grade, and range structure for alloca-
5 tion of classifications as established by the City of Las Vegas.

6 31) Salary Step: An increment within a salary grade which designates a
7 specific pay rate.

8 32) Service Date (Anniversary Date): Usually the actual date of hire,
9 an employee's service date is that date which reflects the length of active
10 employment with the City of Las Vegas. For purposes of determining seniority,
11 longevity, or other matters associated with length of active employment, the
12 service date shall be adjusted to accommodate any periods of leave without pay
13 in excess of thirty (30) calendar days.

14 33) Shift: The hours which an employee is normally scheduled to work
15 on any normal work day.

16 34) Suspension: A temporary removal from work status, with or without
17 pay, resulting from, or pending, disciplinary action.

18 35) Temporary Employee: Persons hired for a term not to exceed 2,080
19 hours. Temporary employees can be appointive or classified, full-time or part-
20 time.

21 36) Termination: The separation of an employee from employment with
22 the City of Las Vegas.

23 37) TILO (Time in Lieu of): That paid time off, paid at time and
24 one-half, due an employee in exchange for time worked in excess of 40 hours in
25 a week.

26 38) Transfer: The formal movement of an employee or a position from
27 one department to another department without any change to the classification of
28 the position.

1 39) Within-Grade Increase: A salary increase from one step within a
2 salary grade to a higher step within the salary grade awarded on the basis of
3 merit.

4
5
6 Attest:

Carol Ann Hawley
Carol Ann Hawley
City Clerk

By:

William H. Briare
WILLIAM H. BRIARE, MAYOR

7
8 LAS VEGAS CITY EMPLOYEES' PROTECTIVE & BENEFIT ASSOCIATION, INC.
9

10 By:

Terry Stolz
TERRY STOLZ
PRESIDENT, CEA

11 By:

Pete Alfano
PETE ALFANO
NEGOTIATIONS CHAIRPERSON

ARTICLE 13 - WAGES

(A) The City and the Association agree that the employees in the various classifications will be assigned to the grades and/or paid the hourly rates shown in the attached document labeled "City of Las Vegas Employees' Association Classification Grade Assignment Schedule" effective July 1, 1984, which is attached hereto and incorporated thereby as Attachment A of this contract until June 29, 1985. This reflects a 4.7% increase effective on the July 1, 1984, date.

(B) Effective June 30, 1985, the wages shown in Attachment A shall be increased by 5% as shown in Attachment B, which will be effective until June 28, 1986. In addition to this, a sixth (6th) step will be added to the salary schedule beginning the first full pay period after July 1, 1985, with those employees eligible who have been on the 5th step of the salary grade for 12 months or more.

(C) Effective June 29, 1986, the wages in Attachment B shall be increased by 5% as shown in Attachment C, which will be effective until June 27, 1987.

Attest:

Carol Ann Hawley
Carol Ann Hawley
City Clerk

William H. Briare
By: WILLIAM H. BRIARE, MAYOR
Approved 6-12-85

LAS VEGAS CITY EMPLOYEES' PROTECTIVE & BENEFIT ASSOCIATION, INC.

By:

Jerry Stolz
JERRY STOLZ
PRESIDENT, CEA

By:

Pete Alfano
PETE ALFANO
NEGOTIATIONS CHAIRPERSON

ARTICLE 28 - DURATION CLAUSE

This Agreement shall become effective July 1, 1984, at 0001 hours and shall run in full force and effect until June 27, 1987, at 2400 hours. It is specifically understood that Article 13 - Wages is subject to renegotiation in accordance with NRS 288 for the contract year beginning on June 29, 1986, and ending on June 27, 1987, should the U. S. Department of Labor, Consumer Price Index, (CPI), (All City Index), (1967 equals 100), for Urban Wage Earners and Clerical Workers, from March 1, 1985, through February 28, 1986, be less than 2% or greater than 8% for that time period. If statutory impasse procedures provided by law have been undertaken, this Agreement shall continue until ten (10) days following receipt of the award of the factfinder or June 27, 1987, at 2400 hours, whichever is later.

Attest:

Carol Ann Hawley
Carol Ann Hawley
City Clerk

By:

William H. Briare
WILLIAM H. BRIARE, MAYOR

Approved
6-12-85

LAS VEGAS CITY EMPLOYEES' PROTECTIVE & BENEFIT ASSOCIATION, INC.

By:

Terry Stolz
TERRY STOLZ
PRESIDENT, CEA

By:

Pete Alfano
PETE ALFANO
NEGOTIATIONS CHAIRPERSON

ARTICLE 17 - MEDICAL BENEFITS

1 (A) The City and the Association agree that the City will pay the cost of
2 group hospitalization, health, and term life insurance for each individual
3 employee covered by the provisions of this contract as recommended by the
4 Employee Insurance Committee (hereinafter referred to as Committee), and
5 approved by the City Council. The aforementioned cost that the City will pay
6 shall be seventy dollars and fifteen cents (\$70.15) per pay period per eligible
7 employee through April 30, 1985. The City will pay the cost or a maximum of
8 sixty dollars (\$60.00) per pay period per eligible employee effective May 1,
9 1985. Effective May 1, 1986, the City shall pay the cost or a maximum of
10 sixty-eight dollars (\$68.00) per pay period per eligible employee.
11

12 (B) All communications concerning the Committee by the Employees'
13 Association to the City shall be directed to the Director of Personnel and
14 Employee Relations.

15 (C) The City agrees to deduct from the paycheck of each employee in the
16 bargaining unit who has signed an authorized payroll deduction card such amount
17 as the employee may designate as dependent insurance coverage costs and/or an
18 amount designated as employee insurance coverage cost in excess of that pro-
19 vided in Paragraph A of this Article.

20 (D) The City shall establish the necessary trust accounts and accounting
21 procedures to insure that:

- 22 1. A bi-weekly record of the number of employees eligible for
23 insurance coverage and the amount of funds paid by the City to the
24 insurance payment account on their behalf is kept.
- 25 2. A bi-weekly record of the employee dependents' insurance programs
26 and the funds collected and deposited on their behalf is kept.
- 27 3. All City and employee insurance contributions are deposited bi-
28 weekly to an insurance payment account, and that appropriate

1 interest earnings on the funds in such an account shall be credited
2 to that account. These funds may be a part of the City investment
3 monies. The funds shall accrue interest at a minimum of the same
4 rate of interest as earned by City investment monies.

5 4. All disbursements of funds from the insurance payment account shall
6 be for the appropriate payment of insurance premiums, claims or
7 other legitimate expenses of the group hospitalization health,
8 and term life insurance program.

9 5. All funds in excess of the monies required to make the above
10 payments on a monthly basis as well as monies currently existing in
11 the Premium Stabilization Fund shall be retained and invested by
12 the City to establish the City Insurance Trust Fund for the afore-
13 mentioned insurance program. Interest earnings on these funds shall
14 be credited to these funds by the City. The monies in the City
15 Insurance Trust Fund may be used to offset insurance rate increases
16 or abnormally large claims experiences, to change or improve
17 employee hospitalization, health, or term life insurance benefits,
18 to establish self-insurance for all or any portion of the afore-
19 mentioned insurance programs, or for other such group hospitaliza-
20 tion, health, or term life insurance purposes as may be recommended
21 by the Employee Insurance Committee and approved by the City
22 Council.

23 //////////////

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(E) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

Attest:

Carol A. Hawley
Carol Ann Hawley
City Clerk

By:

William H. Briare
WILLIAM H. BRIARE, MAYOR
Approved 6-12-85

LAS VEGAS CITY EMPLOYEES' PROTECTIVE & BENEFIT ASSOCIATION, INC.

BY:

Terry Stoez
TERRY STOEZ
PRESIDENT, CEA

By:

Pete Alfano
PETE ALFANO
NEGOTIATIONS CHAIRPERSON

AGENDA*City of Las Vegas*

June 5, 1985

Page 19

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

ITEM

Council Action

Department Action

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

11:11

- A. A Resolution supporting the creation of an Economic Development Plan for the City of Las Vegas and a Regional Economic Development plan for Southern Nevada.

Nolen -
ADOPTED Resolution
as recommended by
staff.
Unanimous

Staff to proceed

NOTE: Transcript made a part
of Final Minutes.

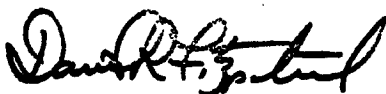
- B. Request for approval of Loan Agreement, Note and Deed of Trust with Nucleus Plaza, Inc.

Nolen -
APPROVED as recom-
mended by staff.
Unanimous

Staff to proceed

NOTE: Transcript made a part
of Final Minutes.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: June 5, 1985 0108

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

SUBJECT: Resolution supporting the creation of a City of Las Vegas Economic Development Plan and a Regional Economic Development Plan for Southern Nevada.

PURPOSE/BACKGROUND

Earlier this year, the Nevada State Economic Development Commission formally adopted a State Plan for Economic Diversification. This Plan set forth the State's economic diversification goals, and identified strategies for achieving those goals.

Since the adoption of the State Plan, the Nevada Development Authority's (NDA), Southern Nevada Ad Hoc Economic Development Committee has been looking into the feasibility and methodology for creating a Regional Economic Development Plan for Southern Nevada to complement the State Plan. As a result, the Ad Hoc Economic Development Committee has recommended a two-stage process.

1. Each City or other relevant local entity in Southern Nevada should prepare a Local Economic Development Plan.
2. Once the local Economic Development Plans are completed, then, based on those Plans, the NDA should prepare a Regional Plan.

Each of these plans would follow the outline and address the issues contained in the attached documents, approved by the Ad Hoc Committee. Before proceeding any further, the Ad Hoc Committee recommended that the governing body of each local government be asked to indicate their support for the concept of local and regional plans and their willingness to participate. That is the purpose of the attached Resolution.

FISCAL IMPACT

None.

RECOMMENDATIONS

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


JACK THOMASON, DIRECTOR
DEPT. OF ECONOMIC AND
URBAN DEVELOPMENT

Agenda Item

IV (d) A

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA, SUPPORTING
CREATION OF AN ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF LAS VEGAS AND A
REGIONAL ECONOMIC DEVELOPMENT PLAN FOR SOUTHERN NEVADA

1
2 WHEREAS, the Nevada Commission for Economic Development
3 has adopted a plan for economic diversification in Nevada; and

4 WHEREAS, that Plan sets forth certain information on the
5 State's economy and the State's goals for economic diversifi-
6 cation, and provides a strategy for attaining those goals; and

7 WHEREAS, there is a similar need for an economic develop-
8 ment plan for the City of Las Vegas, other cities in Southern
9 Nevada, and for the Southern Nevada Region; and

10 WHEREAS, the Nevada Development Authority, through its
11 Southern Nevada Ad Hoc Economic Development Committee has adopted
12 a strategy for attaining such plans; and

13 WHEREAS, that strategy calls for each city in Southern
14 Nevada to prepare and adopt a Local Plan for economic development
15 and for the Nevada Development Authority to then prepare and
16 adopt a Regional Plan based on the Local Plans;

17 NOW THEREFORE be it resolved by the City Council of the
18 City of Las Vegas that:

- 19 1. The City of Las Vegas agrees that there is a need for
20 a Regional Plan for economic development for Southern
21 Nevada, and supports the creation of such a plan by
22 the NDA based on the local plans prepared by the various
23 political entities in the region;
- 24 2. The City Council believes that there is a need for
25 a City of Las Vegas Plan for Economic Development,
26 and the Department of Economic and Urban Development
27 is authorized to begin the process of developing such
28 a plan.
- 29
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PASSED, APPROVED AND ADOPTED this 5th day of JUNE, 1985.

William H. Briare
WILLIAM H. BRIARE, MAYOR

ADOPTED
6-7-85

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

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REGIONAL AND LOCAL ECONOMIC DEVELOPMENT PLANS

Outline and Issues to be addressed

Approved by the Ad Hoc Economic
Development Committee

May 14, 1985

NOTE: The members of the Ad Hoc Committee include representatives from Clark County, the cities of Las Vegas, North Las Vegas, Henderson, Boulder City, the Nevada Black Chamber of Commerce, the Henderson Chamber of Commerce, the North Las Vegas Chamber of Commerce, the Latin Chamber of Commerce, the University of Nevada, Las Vegas, and the Nevada Development Authority.

LOCAL ECONOMIC DEVELOPMENT PLAN

SUGGESTED OUTLINE

- I. The Local Economy: Current Conditions and Trends
 - A. Strengths
 - B. Weaknesses
- II. The Direction of Growth: Goals for Local Economic Development
 - A. Desirable Industry
 - B. Location criteria of desirable industry
- III. Achieving Economic Growth and Diversification
 - A. Economic Development Strategy
 - B. Implementation and roles of the various entities
- IV. Appendices - Economic/Demographic Base Data

LOCAL ECONOMIC DEVELOPMENT PLAN

0113

ISSUES TO BE ADDRESSED

1. Types of Industry
 - A. Tourism/Gaming hotel
 - B. Defense/Energy/Aerospace
 - C. Banking/Finance/Service
 - D. Other
2. The Southern Nevada "Image"
3. Transportation/Location
 - A. Air
 - B. Highway
 - C. Rail
 - D. Water (West Coast Ports)
 - E. Local transporation
4. Cost of Doing Business
 - A. Cost of land
 - B. Cost of labor/labor availability
 - C. Cost of energy
 - D. Cost of construction
 - E. Cost of government (e.g. taxes)
5. Quality of Life
 - A. Climate
 - B. Recreation/Cultural opportunities
 - C. Cost of housing
 - D. Health care
 - E. Religion
 - F. Public Safety
 - G. Community organizations
 - H. Shopping opportunities
 - I. "Ambiance" (Community Character)
6. Natural Resources
 - A. Water
 - B. Air space
 - C. Land
 - D. Minerals

CITY COUNCIL MINUTES - JUNE 5, 1985
LOCAL ECONOMIC DEVELOPMENT PLAN
ISSUES TO BE ADDRESSED

0114

7. Education

- A. Elementary/secondary
- B. U.N.L.V.
 - 1. In general
 - 2. School of Engineering
 - 3. Continuing education
- C. Community College
- D. Occupational training
- E. Training assistance programs (JTPA)
- F. Trade and business schools

8. Banking/Finance

- A. International finance capability
- B. Venture capital
- C. Business loan practices

9. Government regulations

- A. Business license practices
- B. Land use regulations
- C. Building Code requirements
- D. Utility extension policies
- E. Environmental regulations
- F. Coordinated policies and procedures

10. Business Support Facilities/Activities

- A. Materials suppliers
- B. Industrial hardware
- C. Machine shops
- D. Office supplies
- E. Printers
- F. Attorney
- G. C.P.A.
- H. Telecommunications

CITY COUNCIL MINUTES - JUNE 5, 1985
LOCAL ECONOMIC DEVELOPMENT PLAN
ISSUES TO BE ADDRESSED

0115

11. Infrastructure availability
 - A. Streets/roads
 - B. Utilities
12. Coordinated Business Recruitment/follow-up programs
13. Existing Business Enhancement Program
14. Development Incentives
 - A. I.D.B.s
 - B. Revolving loan fund
15. Redevelopment Activities
16. Business location criteria
17. Marketing/Promotion
18. Analysis of strengths and weaknesses
19. Compilation of basic data
20. Economic/Demographic Base Data
 - A. New industry
 - B. Trends in industrial growth
 - C. Income trends
 - D. Lending distribution by type
 - E. Population trends
 - F. Profile of employment
 - G. Wage scales

41:LOCAL1

REGIONAL ECONOMIC DEVELOPMENT PLAN

SUGGESTED OUTLINE

- I. The Regional Economy: Current Conditions and Trends
 - A. Strengths
 - B. Weaknesses
- II. The Direction of Growth: Goals for Local Economic Development
 - A. Desirable Industry
 - B. Location criteria of desirable industry
- III. Achieving Economic Growth and Diversification
 - A. Economic Development Strategy
 - B. Implementation and roles of the various entities
- IV. Appendices - Economic/Demographic Base Data

REGIONAL ECONOMIC DEVELOPMENT PLAN

0117

ISSUES TO BE ADDRESSED

1. Types of Industry
 - A. Tourism/Gaming hotel
 - B. Defense/Energy/Aerospace
 - C. Banking/Finance/Service
 - D. Other
2. The Southern Nevada "Image"
3. Transportation/Location
 - A. Air
 - B. Highway
 - C. Rail
 - D. Water (West Coast Ports)
 - E. Local transporation
4. Cost of Doing Business
 - A. Cost of land
 - B. Cost of labor/labor availability
 - C. Cost of energy
 - D. Cost of construction
 - E. Cost of government (e.g. taxes)
5. Quality of Life
 - A. Climate
 - B. Recreation/Cultural opportunities
 - C. Cost of housing
 - D. Health care
 - E. Religion
 - F. Public Safety
 - G. Community organizations
 - H. Shopping opportunities
 - I. "Ambiance" (Community Character)
6. Natural Resources
 - A. Water
 - B. Air space
 - C. Land
 - D. Minerals

CITY COUNCIL MINUTES - JUNE 5, 1985
REGIONAL ECONOMIC DEVELOPMENT PLAN
ISSUES TO BE ADDRESSED

0118

7. Education

- A. Elementary/secondary
- B. U.N.L.V.
 - 1. In general
 - 2. School of Engineering
 - 3. Continuing education
- C. Community College
- D. Occupational training
- E. Training assistance programs (JTPA)
- F. Trade and business schools

8. Banking/Finance

- A. International finance capability
- B. Venture capital
- C. Business loan practices

9. Government regulations

- A. Business license practices
- B. Land use regulations
- C. Building Code requirements
- D. Utility extension policies
- E. Environmental regulations
- F. Coordinated policies and procedures

10. Business Support Facilities/Activities

- A. Materials suppliers
- B. Industrial hardware
- C. Machine shops
- D. Office supplies
- E. Printers
- F. Attorney
- G. C.P.A.
- H. Telecommunications

CITY COUNCIL MINUTES - JUNE 5, 1985
REGIONAL ECONOMIC DEVELOPMENT PLAN
ISSUES TO BE ADDRESSED

0119

11. Infrastructure availability
 - A. Streets/roads
 - B. Utilities
12. Coordinated Business Recruitment/follow-up programs
13. Existing Business Enhancement Program
14. Development Incentives
 - A. I.D.B.s
 - B. Revolving loan fund
15. Redevelopment Activities
16. Business location criteria
17. Marketing/Promotion
18. Analysis of strengths and weaknesses
19. Compilation of basic data
20. Economic/Demographic Base Data
 - A. New industry
 - B. Trends in industrial growth
 - C. Income trends
 - D. Lending distribution by type
 - E. Population trends
 - F. Profile of employment
 - G. Wage scales

41:REGIONAL1

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
IV(d)-A. RESOLUTION SUPPORTING THE CREATION OF AN ECONOMIC DEVELOPMENT
PLAN FOR THE CITY OF LAS VEGAS AND A REGIONAL ECONOMIC DEVELOPMENT
PLAN FOR SOUTHERN NEVADA

Page 1

MAYOR BRIARE: On Page 19, Roman Numeral IVa, a Resolution supporting the creation of an Economic Development Plan.

CITY MANAGER HALL: Ken Williams.

MAYOR BRIARE: Do we have that Resolution?

KEN WILLIAMS: It should be attached to your backup, sir. A Resolution supporting the creation of a City of Las Vegas Economic Development Plan and a Regional Economic Development Plan for Southern Nevada.

MAYOR BRIARE: Yes, we have it.

COUNCILMAN NOLEN: I'D MOVE TO FOLLOW THE RECOMMENDATION OF STAFF, YOUR HONOR.

MAYOR BRIARE: Are there comments or questions by anyone? Cast your votes. Post. MOTION'S APPROVED.

(VOTE: Unanimous approval by full Council.)

City of Las Vegas

CITY COUNCIL MINUTES - JUNE 5, 1985

AGENDA DOCUMENTATION

Date: June 5, 1985

0121

TO:
The City Council

FROM:
DANIEL F. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: REQUEST FOR APPROVAL OF LOAN AGREEMENT WITH NUCLEUS PLAZA, INC. AND
AUTHORIZATION OF EXECUTION OF NOTE AND DEED OF TRUST UPON ITS IMPLEMENTATION.

PURPOSE/BACKGROUND

On March 21, 1985, Nucleus Plaza, Inc. requested financial assistance from the City. The Department of Economic and Urban Development analyzed the problems surrounding the request and generated a recommended Plan of Action. As a result, on May 1 the City Council approved the reprogramming of Ninth Year Community Development Block Grant funds for the Light Industrial Facility at Nucleus Plaza. This approval included a loan of \$16,140.00 to Nucleus Plaza, Inc. for H.U.D. eligible rehabilitation activities. The Department requests that City Council give formal approval to the Loan Agreement and authorization to execute the Note and Deed of Trust so that the loan can be executed.

FISCAL IMPACT

Reprogramming of Community Development Block Grant "Jobs Bill" funds of \$28,000.00.

RECOMMENDATIONS

It is recommended that the Loan Agreement be approved and that the Note and Deed of Trust be authorized upon its execution and that the Mayor be authorized to sign the necessary documents.

JACK THOMASON, DIRECTOR
DEPT. OF ECONOMIC AND
URBAN DEVELOPMENT

Agenda Item

IV (d) B

LOAN AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of June, 1985, between the City of Las Vegas, Nevada (hereinafter "City") and Nucleus Plaza, Inc., a Nevada corporation (hereinafter "NPI").

WHEREAS, the City, through its Department of Economic and Urban Development, is desirous of providing a Loan to assist NPI in its continuing rehabilitation of the Nucleus Plaza Shopping Center, and

WHEREAS, this Loan will assist the City in achieving its community development objectives, and

WHEREAS, funds for this Loan are available from the fiscal year 1984-85 Community Development Block Grant Fund, and

WHEREAS, NPI is the owner of certain real property, generally known as the Nucleus Plaza Shopping Center, located in the City of Las Vegas, Clark County, Nevada, but more particularly described as:

That portion of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., more particularly described as Lots One (1) and Three (3), as shown by Parcel Map in File 41, Page 60, recorded on October 10, 1983 as Document No. 1776041 of Official Records, Clark County, Nevada.

NOW, THEREFORE, it is mutually agreed between the parties that:

SECTION 1:

City will provide to NPI a Loan in the amount of \$16,140.00, with interest accruing at the rate of 7 percent per annum from July 1, 1985. Payments on the principal and interest shall be made by NPI and shall begin July 1, 1986, and shall be made on or before the 1st day of each month thereafter for five years in the amount of approximately \$341.96. The final payment shall be made on or before June 1, 1991.

1 SECTION 2:

2 As a further consideration for this Loan, NPI will con-
3 temporaneously execute a Note and Deed of Trust in favor of the
4 City, which documents will incorporate the repayment provisions
5 contained in this Agreement.

6 SECTION 3:

7 NPI and City further agree to undertake the following
8 activities regarding the operation of the Nucleus Plaza Shopping
9 Center:

10 A. The City will provide technical assistance and coun-
11 seling to NPI to help NPI resolve its financial situation.

12 B. The City will review and evaluate on an individual basis
13 any additional requests from NPI for further financial
14 assistance.

15 C. NPI will continue to use its best efforts to control
16 operating expenses of the Nucleus Plaza Shopping Center.

17 D. NPI will make all its due and owing loan payments on
18 time each month.

19 E. NPI will provide a list of proposed expenses to the
20 Department of Economic and Urban Development of the City and will
21 receive written authorization to incur these expenses from a
22 designated City staff member, prior to NPI expending any funds.

23 F. Designated representatives of the City will meet with
24 NPI on a weekly basis to assure that NPI is conforming to this
25 Agreement and otherwise meeting its goals.

26 G. NPI will provide a monthly unaudited income statement
27 and a monthly balance sheet to the Department of Economic and
28 Urban Development of the City, which will conduct monthly account
29 reviews with NPI staff.

30 H. The Department of Economic and Urban Development of the
31 City will provide input to the consultant who is to prepare a
32 marketing and management plan for NPI.

1 I. Beginning July 1, 1985, the Department of Economic and
2 Urban Development of the City will make continuously available to
3 NPI management assistance, as needed. Furthermore, NPI will
4 retain professional management assistance from an outside source
5 (such as a management consultant or a SCORE volunteer) on or
6 before October 1, 1985, and retain same through, at least, June
7 30, 1986. This consultant must be acceptable to the City.

8 J. Beginning July 1, 1985, the Department of Economic and
9 Urban Development of the City will make continuously available to
10 NPI accounting assistance, as needed. Furthermore, NPI will
11 retain professional accounting assistance from an outside source
12 on or before October 1, 1985, and retain same through, at least,
13 June 30, 1986. This consultant must be acceptable to the City.

14 Should NPI breach or default on any of the provisions of
15 this Section 3, City reserves the right to declare the remaining
16 balance of this Deferred Loan immediately due and payable,
17 including any accrued interest, upon giving 10 days written
18 notice to NPI.

19 SECTION 4:

20 If all or any part of the above-described property or
21 any interest therein is sold or transferred, then the remaining
22 balance of this Loan, including any accrued interest, shall be
23 immediately due and payable.

24 IN WITNESS WHEREOF, the parties have signed this
25 Deferred Loan Agreement on the date and year first written above.

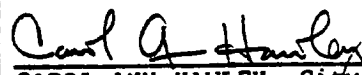
26 CITY OF LAS VEGAS, NEVADA

NUCLEUS PLAZA, INC.

27
28
29 
WILLIAM H. BRIARE, Mayor
BY: RON LURIE, MAYOR PRO TEM

30 
JOHN EDMONDS, President

31 ATTEST:

32 
CAROL ANN HAWLEY, City Clerk

Nucleus Plaza, Inc., a Nevada corporation

whose address is 940 West Owens, Las Vegas, NV 89106.
(number and street) (city) (zone) (state)

, herein called TRUSTOR,

Ticor Title Insurance Company, a California corporation, herein called TRUSTEE, and

CITY OF LAS VEGAS, NEVADA

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in Clark County, Nevada, described as:That portion of the Southeast Quarter of the Southeast Quarter of Section 21, Township
20 South, Range 61 East, M.D.M., more particularly described as Lots One (1) and
Three (3), as shown by Parcel Map in File 41, Page 60, recorded on October 10, 1983
as Document No. 1776041 of Official Records, Clark County, Nevada.This deed of trust is being record third and junior in lien to first and second
deeds of trust now of record.

SEE EXHIBIT "A" FOR ADDITIONAL PROVISION HEREIN:

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except
during continuance of some default hereunder and during continuance of such default authorizing Beneficiary
to collect and enforce the same by any lawful means in the name of any party hereto.For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or con-
tained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and
any extension or renewal thereof, in the principal sum of \$ 16,140.00 executed by Trustor in favor of
Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of
Trustor or Assigns by Beneficiary with interest thereon.To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed
of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the master form deed of trust
recorded April 6, 1977 in the Book and at the page, or document No. of Official Records and Real Estate Rec-
ords in the Office of the county recorder of the county where said property is located, noted below opposite
the name of such County, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	684193	725		Humboldt	177079	98	60	Nye	57688	200	646
Churchill	150674	110	294	Lander	86173	146	208	Carson City	69631	205	475
Douglas	9240	477	267	Lincoln	59458	20	144	Perkins	98382	82	528
Elko	013986	244	679	Washoe	457660	1068	135	Storey	40371	6	561
Esmeralda	63862	32	58	Lyon	32040			White Pine	189090	402	4
Eureka	62824	58	436	Mineral	31324	53	209				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully
as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in
said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore
set forth.

STATE OF NEVADA.

COUNTY OF CLARK
On June 18, 1985

SS.

personally

appeared before me, a Notary Public,

JOHN EDMOND

NUCLEUS PLAZA, INC.

By: *John Edmond*

who acknowledged that he executed the above instrument.

If executed by a Corporation the Corporation Form of
Acknowledgment must be used.

Signature

(Notary Public)



Notarial Seal

THIS FORM COMPLIMENTS OF

TICOR TITLE INSURANCE

WHEN RECORDED MAIL TO

Peggy Proestos, Development Officer
City of Las Vegas
Dept. of Economic & Urban Development
400 East Stewart
Las Vegas, NV 89101

Title Order No. _____

Escrow or Loan No. _____

SPACE BELOW THIS LINE FOR RECORDER'S USE

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

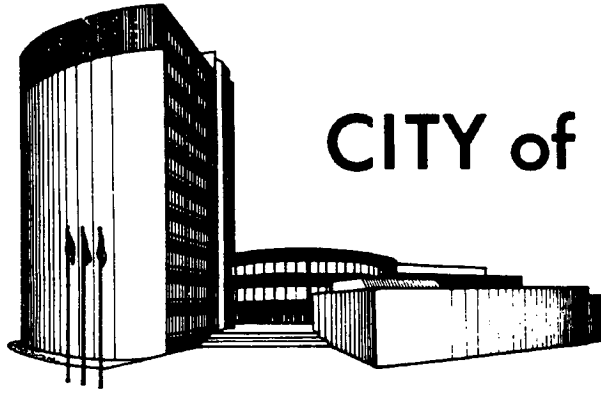
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

May 31, 1985

Mr. John Edmond
President
Nucleus Plaza, Inc.
932 W. Owens
Las Vegas, NV. 89106

Dear Mr. Edmond:

In accordance with your March 21, 1985 letter requesting financial assistance from the City and subsequent conversations between you and my staff, I am enclosing a copy of a loan agreement which has been placed for approval on the June 5 agenda of the City Council. The loan agreement is in the amount of \$16,140.00 to pay HUD eligible expenses. Portions of the Plan of Action recommended by DEUD have been made a part of this loan agreement. Three items for which this Department has promised to give you assistance are not in the loan agreement, but are still in our plan to assist you:

1. City and NPI shall jointly request that the Economic Development Administration allow a one-year moratorium, without accrued interest on the repayment of the loan of \$243,000.00 from the City to NPI.
2. The City and NPI will jointly request that First Western Savings and Loan Association, which holds a First Deed of Trust on the Nucleus Plaza Shopping Center, refinance the loan secured by the First Deed of Trust at a lower interest rate so that a lower monthly payment can be achieved.

Continued next page...



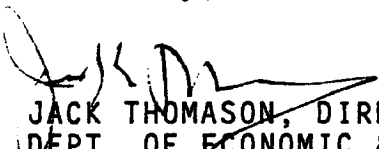
0127

Mr. John Edmond
May 31, 1985
Page -2-

3. The City and NPI will jointly request, from Clark County, that both the Light Industrial Facility in the Nucleus Plaza Shopping Center, owned by the City, and the Heritage Hall Center in the Nucleus Plaza Shopping Center, owned by NPI, be exempted from the property tax rolls.

I am enclosed a copy of the loan agreement for your review. If it is approved by the City Council on June 5, my office will notify you as soon as it is ready to be signed. We shall then request that you submit invoices for eligible expenses so that we can pay them. Please call me if you have any questions.

Sincerely,



JACK THOMASON, DIRECTOR
DEPT. OF ECONOMIC & URBAN DEVELOPMENT

JT:PP:bjm

Attachment
1:G

INTER-OFFICE MEMORANDUM

May 31, 1985

TO:

Jack Thomason, Director
Economic & Urban Development

FROM:

John Edward Roethel
John Edward Roethel
Chief Civil Deputy Attorney

SUBJECT:

Document Preparation - Loan
Agreement -- Nucleus Plaza, Inc.

COPIES TO:

Attached please find a loan agreement for Nucleus Plaza, Inc. that is acceptable to this office. When it is approved by the City Council, this office will prepare the Promissory Note and Deed of Trust to be executed contemporaneously with the loan agreement.

/jca
Attachment

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
IV(d)-B. REQUEST FOR APPROVAL OF LOAN AGREEMENT, NOTE, AND DEED OF
TRUST WITH NUCLEUS PLAZA, INC.

Page 1

MAYOR BRIARE: Item B.

COUNCILMAN NOLEN: MOVE TO FOLLOW THE RECOMMENDATIONS.

MAYOR BRIARE: Do we know what the First Western Savings and Loan interest rate is now?

KEN WILLIAMS: Not right off hand. I do not know. Let me --

COUNCILMAN BUNKER: It's higher than 7%. I'll tell you that for sure.

MAYOR BRIARE: Well, Councilman Bunker, I think you and I are thinking along the same lines. Do you want to comment on it?

COUNCILMAN BUNKER: No, I just wanted to know how we arrived at the interest rate on the loan.

KEN WILLIAMS: Your question again, Councilman? I'm sorry.

COUNCILMAN BUNKER: How did we arrive at the interest rate on this loan?

KEN WILLIAMS: We basically tailored after the interest rate we have assigned to most of our Block -- Community Development Block Grant Programs, and our Rehabilitation Loan Programs, our interest rate runs at 6%. Traditionally, when we've been involved with the Nucleus Plaza in the past, it's been pretty much tailored at around 6%. We figured 7 would be a fair rate considering the overall financial picture of the Nucleus Plaza's organization and being able to get a reasonable recoupment of our funds in the future.

MAYOR BRIARE: Any other comments or questions? Councilman Nolen, your motion was to follow --

COUNCILMAN NOLEN: Follow the recommendations.

MAYOR BRIARE: Cast your votes. Post. The MOTION'S APPROVED.
(VOTE: Unanimous vote of approval by full Council.)

MAYOR BRIARE: Does that conclude your agenda for Mr. Thomason?

KEN WILLIAMS: Yes.
(END OF DISCUSSION ON THIS ITEM.)

NOTE SECURED BY DEED OF TRUST

(INSTALLMENT NOTE—INTEREST INCLUDED)

No. 0130

\$ 16,140.00 Las Vegas Nevada, June 18, 1985

In installments as herein stated, for value received, undersigned promise to pay to

City of Las Vegas, Nevada, or order, at

as directed by beneficiary herein the sum of

SIXTEEN THOUSAND ONE HUNDRED FORTY AND NO/100 DOLLARS,

with interest from July 1, 1985 on unpaid principal at the

rate of SEVEN (7%) per cent per annum; principal and interest payable in installments of

THREE HUNDRED FORTY-ONE AND 96/100 (\$341.96) Dollars,

or more, on the same day of each consecutive month, beginning

on the first

day of July, 1986, and continuing until June 1, 1991 at which time the unpaid

principal plus accrued interest, if any, shall become immediately due and payable.

and continuing until said principal and interest have been paid. Each payment shall be credited first on accrued interest, remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment of principal or interest or in performance of any obligation contained in the Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due at the option of the holder hereof. Principal and interest payable in lawful money of the United States. If action be instituted in any Court to enforce any obligation secured by such Deed of Trust, undersigned promise to pay such sum as the Court may fix as attorney's fees in said action. This note is secured by a DEED OF TRUST, of even date herewith, to **TICOR TITLE INSURANCE COMPANY**, a California corporation.

In the event Trustor, without the prior written consent of the Beneficiary sells, agrees to sell, transfers or conveys its interest in the real property or any part thereof, or any interest therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms "Trustor" and "Beneficiary" include their successors.

NUCLEUS PLAZA, INC.

By: *John Edman*



TICOR TITLE INSURANCE

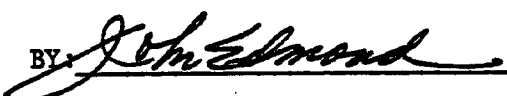
DO NOT DESTROY THIS NOTE

EXHIBIT "A" AS REFERRED TO ON DEED OF TRUST ATTACHED HERETO:

The Note secured by this Deed of Trust contains the following provision:

"In the event Trustor, without the prior written consent of the Beneficiary sells, agrees to sell, transfers or conveys its interest in the real property or any part thereof, or any interest therein, Beneficiary may at its option declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms "Trustor" and "Beneficiary" include their successors."

NUCLEUS, INC.

BY:  _____

AGENDA*City of Las Vegas*

0132

June 5, 1985

Page 20

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

ITEM

Council Action

Department Action

IV (e) DEPARTMENT OF PARKS, RECREATION & SENIOR
CITIZEN ACTIVITIES - CHRIS J. STANFILL,
DIRECTOR

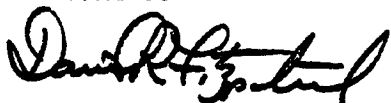
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- A. Permission to apply to State of Nevada,
Division for Aging Services for a
grant under the Title III Training
Program.

Levy -
GRANTED permission
as recommended by
staff.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

CITY COUNCIL MINUTES - JUNE 5, 1985

AGENDA DOCUMENTATION

Date: June 5, 1985

TO:
The City Council

FROM: DANIEL R. FITZPATRICK,
DEPUTY CITY MANAGER

0133

SUBJECT: DEPARTMENT OF PARKS, RECREATION & SENIOR CITIZEN ACTIVITIES REQUESTS PERMISSION TO APPLY TO STATE OF NEVADA, DEPARTMENT OF AGING SERVICES FOR A TITLE III TRAINING GRANT.

PURPOSE/BACKGROUND

The Department of Parks, Recreation and Senior Citizen Activities requests permission to apply for a grant from the State of Nevada, Division of Aging Services. The grant makes possible an "Adult Sitters and Caregivers Clinic" and is a Title III training grant. There will be four (4) clinics held in September and November of 1985; January and March, 1986. Each clinic provides twenty (20) hours of instruction, which educates prospective adult sitters in human relations, patient care, home management and responsibilities as caregivers.

FISCAL IMPACT

None

RECOMMENDATIONS

The Senior Citizen Advisory Board and the Department of Parks, Recreation and Leisure Activities recommends that approval be given for applying to the State of Nevada, Division of Aging Services for a grant.


CHRIS J. STANFILL, DIRECTOR
PARKS, RECREATION & SENIOR CITIZEN ACTIVITIES

Agenda Item

IV (e) A

CITY COUNCIL MINUTES - JUNE 5, 1985
NOTIFICATION OF GRANT AWARD

1. Project Title Dept. of Parks, Recreation and Senior Activities	2. Project Number IVA 85-2 0134																					
3. Name and Address of Recipient Organization City of Las Vegas, Dept. of Parks, Recreation and Senior Act. 749 Veterans Mem. Dr. Las Vegas, Nevada 89101	4. Name & Address of Project Director Margaret J. Gavillet Dept. of Parks, Recreation/Sec. Act. 749 Veterans Memorial Drive Las Vegas, Nevada 89101																					
5. Type of Organization ☒ Public Agency ☐ Private Non-Profit Agency ☐ Other _____	6. Funds Awarded From: FY 85 7. Budget Year ☒ First ☐ Second ☐ _____ 8. Type of Award ☒ New ☐ Revision																					
9. Grant Period: This Grant agreement covers the period from <u>7/01/85</u> to <u>3/31/86</u>																						
10. Funding <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Title IV Training</th> <th style="width: 20%; text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>A. Federal Share</td> <td style="text-align: center;">\$2,000.00</td> <td style="text-align: center;">\$2,000.00</td> </tr> <tr> <td>B. Project Income</td> <td></td> <td></td> </tr> <tr> <td>C. Carry-over</td> <td></td> <td></td> </tr> <tr> <td>D. Match.....</td> <td></td> <td></td> </tr> <tr> <td>E. Non-Match.....</td> <td></td> <td></td> </tr> <tr> <td>F. U.S.D.A. Cash.....</td> <td></td> <td></td> </tr> </tbody> </table>			Title IV Training	Total	A. Federal Share	\$2,000.00	\$2,000.00	B. Project Income			C. Carry-over			D. Match.....			E. Non-Match.....			F. U.S.D.A. Cash.....		
	Title IV Training	Total																				
A. Federal Share	\$2,000.00	\$2,000.00																				
B. Project Income																						
C. Carry-over																						
D. Match.....																						
E. Non-Match.....																						
F. U.S.D.A. Cash.....																						
11. Remarks: 1. Unless revised, the amount on Line A above, Federal Share, will constitute a ceiling for Federal participation. 2. The Federal share of a project cost is earned only when the cost is accrued and the non-Federal share of the cost has been contributed. Receipts of Federal funds (either through advance or reimbursement) does not constitute earning of these funds. 3. The non-Federal share will meet <u>N/A</u> % and the Federal share will meet <u>N/A</u> of the net cost of this award. 4. USDA is earned only when the cost is accrued. USDA cash disbursement may be adjusted according to the actual number of meals and the USDA rate of reimbursement. 5. Confidentiality and disclosure information per Program Instruction, Nevada 80-1. 6. Other.																						
12. Authorized Official Myla C. Florence, Administrator Name and Title <i>Myla C. Florence</i> <u>6/21/85</u> Signature Date	13. State Use Only Training Grant Title IV																					

DIVISION FOR AGING SERVICES Title IV-A Training GRANT AWARD	GRANT NUMBER	MODIFICATION NUMBER
GRANTEE (Name and Address) City of Las Vegas Department of Parks, Recreation and Senior Activities 749 Veterans Memorial Drive Las Vegas, NV 89101	PROJECT DIRECTOR Margaret J. Gavillet, Ph.D	

This grant is entered into by the Division for Aging Services, hereinafter referred to as the Grantor, and (Name of Sponsor) City of Las Vegas, Dept. of Parks, etc., hereinafter referred to as Grantee. The Grantee agrees to operate a project under the Title IV-A Training Program in the manner described by the approved grant application (attached) including such general and special assurances as are included therein.

A. GRANT PERIOD

This Grant agreement covers the period (date) from July 1, 1985 to March 31, 1986

B. FEDERAL OBLIGATION

This action: increases decreases does not change the federal obligation grant by (this action) \$ to (new level) \$.

C. FUNDING

	FISCAL YEAR			TOTAL
	1985-1986			
FEDERAL OBLIGATION	2,000			
NON-FEDERAL SHARE				
TOTAL				

APPROVED FOR THE GRANTOR BY		APPROVED FOR THE GRANTEE BY	
Name		Name	William H. Briare
Title		Title	Mayor, City of Las Vegas
Signature	Date	Signature	Date
		<i>William H. Briare</i>	<i>[Signature]</i>

ATTEST:

Carol Ann Hawley 6-9-85
CAROL ANN HAWLEY CITY CLERK

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	- Grant Program, Function or Activity				Total (3)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 320.00	\$	\$	\$	\$
b. Fringe Benefits	30.00				
c. Travel	156.00				
d. Equipment	300.00				
e. Supplies	874.00				
f. Contractual	320.00				
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 2,000.00	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. Space @ .50¢ square foot	\$ 353.00	\$	\$	\$
9.				
10.				
11.				
12. TOTALS	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 2,000.00	\$ 1,180.00	\$ 619.00	\$ 201.00	\$ 0
14. Non-Federal					
15. TOTAL	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

ADULT SITTERS AND CAREGIVERS CLINIC

An opportunity for mature adults to acquire specific skills and knowledge necessary for care of dependent adults.

Caring for an elderly relative is a 24 hour a day, seven days a week job. Meeting the needs of a severely functionally impaired elder is physically and psychologically demanding. The caregiver faces sustained or increasing dependency with no predictable end. In fact, caregiving may last for years.

The consequences of long term caregiving include social isolation, increased marital and sibling conflicts, unrelieved heavy physical labor, lack of time for self, and financial drain. When interviewed, most caregivers list their first priority as relief from some care-providing activities - some time they could call their own, and second, help in learning to cope with problems encountered in caregiving. (Archbold, 1983, Priestman, 1983). Respite for the caregiver is seen as an important step to delay premature nursing home placement caused by caregiver "burnout."

The Adult Sitters and Caregivers Clinic will train older or mature adults to provide trained care for a person who is unable to function independently. Clinics are planned for September and November 1985, and January and March 1986. Each clinic will have a maximum enrollment of 30 persons and will be held at a centrally located facility.

Objectives of the program are:

1. To teach skills and techniques that should enable mature adults to become effective sitters and caregivers.

2. To offer an opportunity to persons in need of employment.
3. To respond to a social need by cooperatively providing a source of assistance to families and the community.

Each clinic is a three-day workshop consisting of 20 hours of instruction and practice in the areas of human relationships, patient care, home management and the role and responsibility of an adult sitter or caregiver. Human relationship skills are presented in five hours of instruction which covers understanding the aging process, dealing with the terminally ill, communication with the family, coping with individuals with Alzheimer's Disease and the disoriented, and leisure time skills for the aging. Physical care of the patient, ten hours of instruction covering infection control and hygiene, lifting and moving, vital signs, bath and bed equipment, special equipment, medications, feeding, basic first aid and warning signs will be coordinated by Inez Pirie, R.N.

A dietitian will present basic nutrition concepts and special diets in a two-hour session. Roles and responsibilities will cover sitter/caregiver characteristics, ethics, legal aspects, employment opportunities and hints for adapting to the work environment during a three-hour session. There will be a final test and evaluation. Each student who attends all sessions of the Clinic and earns a score of at least 75% on the final test will be awarded a certificate.

A lesson outline for the four areas is appended. This program is based on a similar clinic developed by Georgia Cooperative Extension Service.

Health care professionals will assist the City of Las Vegas Department of Parks, Recreation and Senior Citizen Activities and provide technical

nursing skills and equipment through a home health care provider to ensure a quality program.

Other staff positions will be filled by employees of the City of Las Vegas Department of Parks, Recreation and Senior Citizens Activities and interested community professionals.

As soon as approval for this grant is received a community-based advisory committee will be convened. It will include representatives of the sponsoring agency, home health care providers, American Red Cross, Alzheimer's Disease and Related Disorders Association Las Vegas Chapter, local stroke club, Economic Opportunity Board of Clark County Senior Day Care, local hospitals, and Catholic Community Services of Nevada.

Each clinic will be publicized throughout the community using public service announcements, feature articles, special notices in the newspapers, flyers and letters to civic groups, churches and senior citizen organizations. Preregistration will be encouraged.

Clinic graduates interested in securing employment will be encouraged to list with Senior Employment and community residents seeking to hire Clinic graduates will be referred to the Senior Employment office.

BUDGET

Salary and Fringe for Coordinator

80 hours @ \$4.00 per hour	\$ 320.00
Fringe	30.00
Mileage and per diem expenses	156.00

Printing

120 certificates @ .75¢	90.00
Registration materials	74.00
Evaluation materials	24.00
Tests	12.00
Handouts	60.00

Communication	60.00

Book: Family Health and Home Nursing

120 @ \$6.95	834.00

Videotape on Alzheimer's Disease	300.00

Supplies	<u>40.00</u>

Total	\$2,000.00

LESSON OUTLINE

HUMAN RELATIONSHIP SKILLS

<u>TIME BREAKDOWN</u>	<u>POSSIBLE PRESENTERS</u>	<u>CONTENT</u>	<u>SUGGESTED ACTIVITIES</u>
1 Hour	Gerontologist	A. Understanding the Aging Process 1. Definition of Aging 2. General Physical Changes That Occur 3. Physical Changes That Cause Sensory Impairment in: a. Vision b. Hearing c. Taste d. Smell e. Touch	Before, during, or after presentation, use Simulation Kit. Do Trust Walk.
45 Minutes	Hospice Worker	B. Dealing with the Terminally Ill 1. Death as a Phase in the Life Cycle 2. The Stages of Grief a. Denial b. Anger c. Bargaining d. Depression e. Acceptance	Before or after presentation, show "Peege."
30 Minutes	Social Worker	C. Communicating with the Family 1. Communicating is a Responsibility 2. Effective Communication Involves: a. Active listening b. Thoughtful response	Distribute copies of Active Listening handout.

HUMAN RELATIONSHIP SKILLS

<u>TIME BREAKDOWN</u>	<u>POSSIBLE PRESENTERS</u>	<u>CONTENT</u>	<u>SUGGESTED ACTIVITIES</u>
45 Minutes		D. Coping with Individuals with Alzheimer's Disease and the Disoriented 1. Understanding the causes 2. Treatment 3. Reality Orientation	Before or after presentation show videotape.
2 Hours	Recreation Specialist	E. Leisure Time for the Aging 1. The Importance of Leisure 2. Recreation and Leisure Defined 3. Steps In Facilitating Recreation Activities a. Get to Know Person b. Establish Goals or Purposes c. Select Activities d. Organize e. Carry Out f. Evaluate	

PHYSICAL CARE OF THE PATIENT

<u>TIME BREAKDOWN</u>	<u>POSSIBLE PRESENTERS</u>	<u>CONTENT</u>	<u>SUGGESTED ACTIVITIES</u>
45 Minutes	Health District Infection Con- trol Specialist	A. Infection Control 1. Handwashing 2. Infectious Disease 3. Handling Wastes	Show appropriate films/film- strips on Infection Control.
45 Minutes	Nurse	B. Patient Hygiene 1. Preventing Decubiti 2. Mouth Care 3. Skin Care 4. Grooming	
30 Minutes	Physical Therapist	C. Lifting and Moving 1. Transfers 2. Hoyer Lift	Techniques should be demon- strated.
2½ Hours	Nurse and Health Aide	D. Beds and Bed Equipment 1. Bedmaking 2. Bed Pans 3. Bed Baths 4. Positioning	Techniques should be demon- strated, and ample time allowed for <u>supervised</u> practice.
2 Hours	Nurse	E. Vital Signs 1. Pulse 2. Temperature 3. Blood Pressure	Procedure should be demon- strated and practiced by participants. Spread over the three days.
1½ Hours	Physical Therapist	F. Special Equipment 1. Wheelchairs 2. Walkers 3. Catheters	Equipment should be demon- strated and time allotted for questions, particularly on catheter care.

PHYSICAL CARE OF THE PATIENT

<u>TIME BREAKDOWN</u>	<u>POSSIBLE PRESENTERS</u>	<u>CONTENT</u>	<u>SUGGESTED ACTIVITIES</u>
45 Minutes	Pharmacist Nurse	G. Medications 1. Labeling 2. Storing 3. Administering	May want to Instruct participants on how to keep records.
30 Minutes	Nurse	H. Feeding (Including Tube)	Demonstration helpful.
30 Minutes	Nurse EMT	I. First Aid 1. Dressings 2. Bandages	
30 Minutes	Nurse	J. Warning Signs 1. Infection 2. Impending Stroke 3. Heart Attack 4. Other	

HOME MANAGEMENT SKILLS

<u>TIME BREAKDOWN</u>	<u>POSSIBLE PRESENTERS</u>	<u>CONTENT</u>	<u>SUGGESTED ACTIVITIES</u>
1 Hour	County Agent Dietician	A. Nutrition 1. Purpose of eating well 2. Concept of Nutrients 3. Basic Food Groups 4. Contribution of Each Food Group	Show a poster of the basic four food groups. List "reasons why we eat" and examples of nutrients on a blackboard or flip chart.
1 Hour	County Agent Extension Specialist Dietician	B. Special Diets 1. Low Calorie 2. Sodium Restricted 3. Bland 4. Liquid Supplements	

ROLE AND RESPONSIBILITY OF SITTER

<u>TIME BREAKDOWN</u>	<u>POSSIBLE PRESENTERS</u>	<u>CONTENT</u>	<u>SUGGESTED ACTIVITIES</u>
45 Minutes	Nurse	A. Characteristics of a Sitter and Personal Appearance 1. Hygiene 2. Clothing	Use blackboard, poster or other aids to complement lecture. Participant handout may be useful.
30 Minutes	Nurse	B. Ethics 1. Confidentiality 2. Trustworthiness	
15 Minutes	Attorney Insurance Agent	C. Legal Aspects	
1½ Hours	Panel of Community Representatives: Senior Employment 1 or 2 Home Health Care Agencies Health Aide Senior Companions	D. Employment Opportunities & Resources 1. Places to Look 2. Procedures for Applying	Suggest format for "resume."
See "D" above		E. Adapting to Work Environment 1. Dependability & Promptness 2. Responsibilities 3. Income and Social Security	Example of Instruction Sheet for Sitter as handout.

AGENDA*City of Las Vegas*

JUNE 5, 1985

Page 21

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

ITEM**Council Action****Department Action****IV (f) DEPARTMENT OF GENERAL SERVICES****DAN R. PILKINGTON, DIRECTOR*****CONSENT AGENDA**

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

NOTE: Verbatim transcript of Item A-6 made part of final minutes.

PURCHASING & CONTRACTS DIVISION**11:12 *A. AWARD OF BIDS**

1. Sewer Interceptor for Lake Mead Boulevard
Department of Design & Development
2. 1985 Street Rehabilitation Projects
Phase II
Department of Design & Development
3. Overhaul of Aerial Lift Truck
Department of General Services
4. Removal of Six (6) Fuel Storage Tanks
Department of General Services
5. Tree Trimming at Woodlawn Cemetery
Department of Parks, Recreation & Senior
Citizen Activities
6. Telecommunications System
Department of General Services

Nolen -
APPROVED Items A-1,
A-2, A-3, A-4 and
A-5.

Unanimous

APPROVED
See Above

APPROVED
See Above

APPROVED
See Above

APPROVED
See Above

Nolen -
Rejected all bids.
Staff to propose new
point system at
6-19-85 meeting.
Unanimous

Staff to proceed

See Above

See Above

See Above

See Above

Staff to proceed
Point System on
6-19-85 Agenda

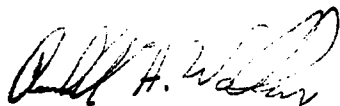
***B. AWARD OF ANNUAL CONTRACTS & AGREEMENTS**

1. Litter and Dangerous Building Abatement
Department of Building & Safety

B
Lurie -
APPROVED Items 1,
2, 3, 4 and 5 as
recommended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: MAY 24, 1985

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

0149

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	LAKE MEAD BOULEVARD SEWER INTERCEPTOR	<u>BID NUMBER:</u>	85.0832.6
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$657,000.00
<u>DEPARTMENT:</u>	DESIGN AND DEVELOPMENT	<u>INVITATIONS MAILED:</u>	32
<u>FUNDING:</u>	SEWER BOND	<u>RESPONSES RECEIVED:</u>	5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONSTRUCT THE LAKE MEAD BOULEVARD SEWER INTERCEPTOR FROM MICHAEL WAY TO TENAYA WAY, WHICH WILL FACILITATE THE CONTINUED GROWTH OF THE CITY'S ABILITY TO PROVIDE THE NECESSARY PUBLIC SERVICES.

BID ABSTRACT SUMMARY

LONGLEY CONSTRUCTION	LAS VEGAS	NV	\$543,133.00
DORFMAN CONSTRUCTION	WOODLAND HILLS	CA	\$549,500.00
TAB CONTRACTORS, INC.	LAS VEGAS	NV	\$565,120.00
PIPELINE CONTRACTORS	LAS VEGAS	NV	\$568,000.00
BURDICK CONTRACTORS	LAS VEGAS	NV	\$684,544.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

LONGLEY CONSTRUCTION	LAS VEGAS	NV	\$543,133.00
BASE BID, ITEMS 1 THROUGH 10			

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE SEWER BOND FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

0150

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

2. <u>BID TITLE:</u>	1985 STREET REHAB PROJECTS PHASE II	<u>BID NUMBER:</u>	85.1764.2
<u>ITEM:</u>	CAPITAL PROJECT	<u>ESTIMATE:</u>	\$1,950,000.00
<u>DEPARTMENT:</u>	DESIGN AND DEVELOPMENT	<u>INVITATIONS MAILED:</u>	36
<u>FUNDING:</u>	SANITATION BOND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE FOR THE ASPHALTIC OVERLAY OF SELECTED STREETS IN THE CITY OF LAS VEGAS WHICH ARE IN NEED OF IMMEDIATE REPAIR.

BID ABSTRACT SUMMARY

WELLS CARGO, INC.	LAS VEGAS	NV	\$1,875,452.50
LAS VEGAS PAVING CORP.	LAS VEGAS	NV	\$1,940,929.25

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

WELLS CARGO, INC.	LAS VEGAS	NV	\$1,875,452.50

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE INVESTMENT INTEREST SANITATION FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 2
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

TO:
The City Council

FROM:
RANDALL H. WALKER
DEPUTY CITY MANAGER

0151

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

3. <u>BID TITLE:</u>	OVERHAUL AERIAL LIFT BOOM ASSEMBLY	<u>BID NUMBER:</u>	85.3460.6
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$19,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	16
<u>FUNDING:</u>	AUTOMOTIVE	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE FOR THE COMPLETE OVERHAUL OF AN AERIAL LIFT BOOM ASSEMBLY ON EQUIPMENT NUMBER 0306 USED IN THE ELECTRICAL SERVICES DIVISION FOR MAINTENANCE PURPOSES. A COST/BENEFIT ANALYSIS INDICATES A LIKE REPLACEMENT UNIT WOULD EXCEED \$30,000.00. A MARKET SURVEY HAS INDICATED THAT THE FIRM OF W. H. PINGREE IS THE ONLY AUTHORIZED SERVICE REPAIR STATION FOR THIS EQUIPMENT.

BID ABSTRACT SUMMARY

W. H. PINGREE CO.	PHOENIX	AZ	\$18,500.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

W. H. PINGREE CO.	PHOENIX	AZ	\$18,500.00

FISCAL IMPACT

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

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 3
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

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

0152

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

4. <u>BID TITLE:</u>	REMOVAL OF SIX (6) FUEL TANKS	<u>BID NUMBER:</u>	85.3460.7
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$15,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	58
<u>FUNDING:</u>	AUTOMOTIVE	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REMOVE SIX UNNEEDED FUEL TANKS LOCATED AT FIRE STATIONS NUMBERS 2, 4, 5, 6, 7, AND 9. THIS REMOVAL IS DUE TO THE CITY'S INSTALLATION OF AN AUTOMATED FUEL DISPENSING SYSTEM.

BID ABSTRACT SUMMARY

RICO PAVING	LAS VEGAS	NV	\$15,000.00
MIKUN CONSTRUCTION	LAS VEGAS	NV	\$16,200.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

RICO PAVING	LAS VEGAS	NV	\$15,000.00

FISCAL IMPACT

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

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 4
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

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

0153

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

5. BID TITLE: TREE TRIMMING AT WOODLAWN CEMETARY BID NUMBER: 85.2650.2

ITEM: SERVICES ESTIMATE: \$20,000.00

DEPARTMENT: RECREATION AND LEISURE ACTIVITIES INVITATIONS MAILED: 14

FUNDING: PARKS AND OPEN SPACES RESPONSES RECEIVED: 3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO TRIM BACK AND PRUNE EXISTING TREES AT THE WOODLAWN CEMETARY WHICH ARE CREATING A HAZARDOUS SITUATION TO THE PUBLIC.

BID ABSTRACT SUMMARY

GUSKI ENTERPRISES	LAS VEGAS, NV.	\$10,200.00
ELWOOD NIELSON	LAS VEGAS, NV.	\$12,000.00
DAVEY TREE SERVICE	LAS VEGAS, NV.	\$27,216.00

STAFF RECOMMENDATION OF AWARD
THAT THE LOW BID BE AWARDED TO:

GUSKI ENTERPRISES	LAS VEGAS, NV.	\$10,200.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE PARKS AND OPEN SPACES FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 5
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

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

0154

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

6: <u>BID TITLE:</u>	TELECOMMUNICATIONS SYSTEM	<u>BID NUMBER:</u>	85.1224.2
<u>ITEM:</u>	CAPITAL OUTLAY	<u>ESTIMATE:</u>	\$800,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	44
<u>FUNDING:</u>	SHORT TERM FINANCING	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE THE ENTIRE TELEPHONE SYSTEM INSTALLED AT THE CITY HALL COMPLEX AND OFFSITE PREMISES DUE TO THE FACT THAT THE EXISTING TELEPHONE SYSTEM HAS BEEN DECLARED OBSOLETE AND REPAIR PARTS WILL NOT BE AVAILABLE PAST 1986.

BID ABSTRACT SUMMARY

			<u>WEIGHTED VALUES</u>	<u>COST</u>
COMPATH NATIONAL	LAS VEGAS	NV	58,350	\$447,988.00
FIRSTEL INFORMATION	LAS VEGAS	NV	52,650	\$531,433.39
CENTEL BUSINESS SYSTEMS	LAS VEGAS	NV	64,750	\$588,000.00

RECOMMENDATION

COMPATH NATIONAL'S REQUEST FOR WITHDRAWAL OF THEIR BID DUE TO A \$85,536.00 ERROR IN THEIR BID COMPUTATIONS WAS ACCEPTED BY CITY COUNCIL ON APRIL 3, 1985.

BASED ON THE INFORMATION GATHERED AT THE APRIL 1, 1985 PUBLIC HEARING, AND AFTER CONSULTATION WITH THE CITY ATTORNEY'S OFFICE. IT IS RECOMMENDED THAT ALL BIDS BE REJECTED.

IT IS FURTHER RECOMMENDED THAT RESOLICITATION OF BIDS BE ACCOMPLISHED USING THE RECOMMENDATIONS SET FORTH IN GEORGE OGILVIE'S MAY 10, 1985 MEMORANDUM, WHICH IS PROVIDED AS BACKUP INFORMATION.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 85-86. FUNDS ARE AVAILABLE FROM SHORT TERM FINANCING.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE ABOVE COMMENTS.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER TO PROCEED AS INDICATED ABOVE.


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 6
IV (f)

CITY OF LAS VEGAS

Date

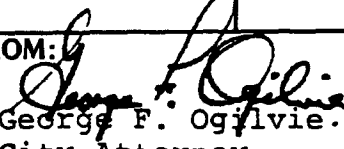
INTER-OFFICE MEMORANDUM

May 10, 1985

TO:

Ashley Hall,
City Manager

FROM:


George F. Ogilvie,
City Attorney

0155

SUBJECT:

Telecommunications System
Bids -- Recommendation for
Rejection

COPIES TO:

Dan Pilkington

As I advised the City Council at its meeting which was held on Wednesday, March 20, 1985, I feel that there are sufficient irregularities in the bid of each of the bidders with respect to the City's proposed telecommunications system to justify the rejection of both bids. Although I do not believe that the irregularities in either bid are of a magnitude that would mandate its rejection, there is no question in my mind but what, if an award is made to either bidder, the disappointed bidder will challenge that award in court, thereby delaying the selection process a matter of months.

I therefore strongly recommend that the City Council reject both bids and grant permission to the Department of General Services to invite new bids which could be based upon a point system which is perhaps less subjective than the one which was employed during the first round of bidding. It is anticipated that an award could be made in approximately 60 days after the City Council's rejection of the existing bids, which is much less time than it would take to resolve the litigation which may arise if one of the existing bids is accepted.

If this recommendation is accepted, it is my further recommendation that the new point system be reviewed and approved by the City Council prior to inviting the new bids. In this manner, the potential bidders could be notified when the City Council is to consider the point system and have the opportunity to contest the method of allocating the points, if they so choose, before they are required to submit their bids.

GFO/ph

MAYOR BRIARE:

Now, with the telecommunications system, Department of General Services. Mr. Ogilvie, we have representatives in the audience of the companies that made their proposals to us. May we have a comment from you.

CITY ATTY. OGILVIE:

As I advised you in one of the preliminary meetings, it was my opinion that there were sufficient deficiencies in each of the bids which would justify, but not necessarily mandate rejection by the Council, if that was the Council's desire. For example, with respect to the Centel bid, one of the prime, one of the most major sources of points in the evaluation system was a buy-back agreement. In Centel's bid they conditioned its buy-back agreement on two aspects: one, that it would be chosen as the entity to maintain whatever system was installed during the five year period, and also, it was not really a buy-back, but more or less a trade-in allowance. If at the end of five years we exercised the option to install a new system, the buy-back was in fact a trade-in allowance in the event that the Centel was the successful bidder down the road. At least one of those conditions was subsequently withdrawn after the bids were opened. Nevertheless, at the time the bids were opened that was the condition that was placed on a very significant element of the bid package. There was some also discrepancies in a number of certified personnel. I think they specified in their bid that they had 37 and ultimately, it turned out that they had 32 certified personnel, or repairmen or service men or whatever. With respect to FirstTel, their bid reflected -- they overstated their local inventory by some 40 times, I believe -- a significant overstatement of local inventory. They later were permitted to correct, but nevertheless, at the time the bids were opened there was this overstatement of local inventory. Additionally, they represented that they had made one installation locally that was comparable to the system of which the City was requesting. That turned out, I believe, not to be correct. There was also a discrepancy in the number of certified personnel that they offered. I think they said they had four and it turned out they only had three certified personnel. Some of these are significant deviations, I think, from the bid specifications. Others are sort of diminimus. Nevertheless, they are defects and the City Council, I believe, can reject if that's the Council's desire in that connection. Paragraph Five of the Invitation to Bid reads as follows. It's entitled "Rejection of Bids.."

The City of Las Vegas reserves the right to accept or reject any or all bids received at any time during the invitation to bid process. Prospective bidders acknow-

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IV(f)-A-6 -- AWARD OF BIDS -- TELECOMMUNICATIONS SYSTEM

Page 2

CITY ATTY. OGILVIE:

ledge by signing the bid form that the submission of a bid to the City of Las Vegas is not a right by which to be awarded this Invitation to Bid, but merely an offer by the prospective bidder to perform the requirements of the Invitation to Bid in the event the City Council decides to consider an award. In the case of rejection of all bids, the City reserves the right to advertise for new bids or to proceed to do the work otherwise if, in the judgement of the City Council, the best interests of the City will be promoted thereby.

So I think clearly under the Invitation to Bid, you have the authority and the right to reject all bids if that's the desire, and certainly I think that because of the irregularities in the bid if that's your desire, you have every right to do so.

MAYOR BRIARE:

So before we ask for input from those interested parties that are here with us this morning, Mr. Ogivilie, in order to accomplish your recommendations based on what you've told us this morning, a motion to reject all bids in accordance with paragraph such and such would be the proper motion? Is that a correct statement?

CITY ATTY. OGILVIE:

I would like to correct one thing. I'm not necessarily recommending that you reject the bids. I'm just saying that if that is your desire, you have the right do so so, and if that is the motion, it would be in accordance with Paragraph 5 of the Invitation to Bid.

MAYOR BRIARE:

Any comments by the Council Members first before we call upon the -- was it three companies that are actually involved? Did that third company just get wiped out, so there's only two companies? Any comments by the Council Members at this point?

COUNCILMAN LEVY:

I'm kind of unhappy, but we -- because we have such a terrible telephone system and it's so inadequate, but I think our best move would be to reject and start all over again.

COUNCILMAN BUNKER:

I have a question, Mayor --

MAYOR BRIARE:

Yes, Councilman Bunker.

COUNCILMAN BUNKER:

-- of staff. Have we borrowed this short term money, and if so, how much interest are we paying on it, and have we invested it, and how much interest are we earning on it, and what kind of a delay are we looking at?

DAN PILKINGTON: I can answer -- the delay would be -- we're looking now at an installation by the end of the year. Mr. Gill can respond to the other questions.

STEVE GILL: We have borrowed the money, Councilman, at 10%, and --

COUNCILMAN BUNKER: And we're not earning 10%.

STEVE GILL: And we are earning approximately that much money when it's pooled with all of our investments. We are not losing -- I don't have the figures before me -- but we're not losing that much.

COUNCILMAN BUNKER: What's that much?

STEVE GILL: The difference between what we're paying back on the note and what we're earning on the investments.

COUNCILMAN BUNKER: Was it 2%, or 1%, or is it a quarter of 1%?

STEVE GILL: I'd say no more than 1%. I could get back with you on the exact figures, Councilman.

COUNCILMAN BUNKER: Where did we borrow the money? Did we borrow the money from the State?

STEVE GILL: No, we borrowed it from a local bank here in town, First Interstate.

COUNCILMAN BUNKER: I'd better abstain from this. I'm a Director of First Interstate Bank. I didn't know that.

COUNCILMAN LURIE: We ought to get a better interest rate. (Laughter)

MAYOR BRIARE: Well, let's address that after we hear. Is there anyone that wishes to make a comment? I don't want to flip a coin. Alphabetically, from Centel? And then after, if we have --

COUNCILMAN LURIE: We don't have to listen.

MAYOR BRIARE: Well, I think we should invite comment because we had two proposals that were, you know, very complicated and they spent a lot of time and effort on it. They should at least make a comment if they wish as to what is the contemplated action by the Board this morning.

TODD TOUTON: Yes, Mr. Mayor and Members of the Council. I'm Todd Touton of Lionel, Sawyer and Collins appearing for Centel Communications Company. On behalf of Centel, we simply wish to register our objection to the rebidding motion that you're considering. You've gone through a long and hard process of evaluating these bids at great

TODD TOUTON:

expense to the City, as well as to the bidders, and your staff has made a recommendation to you. Your City Attorney has told you that you are free to consider and accept a bid before you today, and the bids are in conformance. Since this is a very complex bid, there were things that were clarified after the bid proposals were opened, but they were clarified on both sides, and with those things in consideration, we do object to the consideration of sending this thing out for rebidding and we want it clear that our presence and participation here today should not be construed as a waiver of any legal positions that we may have in respect to this.

COUNCILMAN LEVY:

May I ask you a question. If we should give FirstTel the bid today, do you promise you won't sue us tomorrow, or stop this thing so it's going to take longer than the first of the year? Would you get that verification from your --

COUNCILMAN BUNKER:

Say that again.

COUNCILMAN LEVY:

Well, because we're bogged down with the bid. He says we should award one today. I want to know exactly --

MAYOR BRIARE:

Well, ask him.

COUNCILMAN LEVY:

I'm going to ask him --

MAYOR BRIARE:

I'd like you to expand on your remarks and ask him if he would sue if Centel got the bid.

COUNCILMAN LEVY:

Well, I'll ask --

MAYOR BRIARE:

We'll get Mr. O'Reilly in a minute.

COUNCILMAN LEVY:

Yes. And all I'm trying to say is we're trying to get a telephone system in this complex, in this building, and for you, you know, in other words to go through a lawsuit, the way I understand it, we're trying to get away from getting into a lawsuit and I want to know the position of your company, and I'm going to ask Mr. O'Reilly the same thing.

TODD TOUTON:

Councilman Levy, the only response that I -- I certainly can't answer the question you asked.

COUNCILMAN LEVY:

Because you're requesting us not to go out to bid again.

TODD TOUTON:

Yes, because you have bids that are conforming, and if you believe that you have a difficult choice before you now, the point is that if it's rebid, undoubtedly, you'll again be faced with a difficult decision to make.

COUNCILMAN LEVY: I'm not -- I don't have a difficult decision. I'm just asking you a question. Are you --

MAYOR BRIARE: Well, I think his answer is that he cannot answer your question.

COUNCILMAN LEVY: Well, I'd like him to ask his people since they are so insistent on having, and you just gave a speech saying we want to have a decision from you today, don't go out to rebid. Isn't that what you just said, basically, you know, a plea in that regard?

TODD TOUTON: Yes, I think that's correct.

COUNCILMAN LEVY: Then are you willing to take the consequences? Would you ask your company that, so I know where -- what to do, to follow your request --

MAYOR BRIARE: Inasmuch as he is the only representative here of Centel.

COUNCILMAN LEVY: His company's people are here.

TODD TOUTON: No, we have representatives of the company here.

MAYOR BRIARE: Well, I'm sure that --

COUNCILMAN LEVY: Well, I'd like to know, Mayor.

COUNCILMAN NOLEN: I'd like to say something, for the record, Your Honor. He made comment that we had a recommendation of staff that we award it. I'd like to read from our backup material.

Recommendation: Compath National, request for withdrawal of their bid due to an error. Based on the information gathered at the April 1, 1985 public hearing and after consultation with the City Attorney's Office, it is recommended that all bids be rejected.

That's the recommendation that we have before us from staff.

MAYOR BRIARE: Right. That's right. Well, Councilman Levy is insistent that he get a commitment, and I don't think that either one of you gentlemen short of a board of directors meeting or something are probably eligible to commit.

COUNCILMAN LEVY: Let me --

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MAYOR BRIARE: Please give us your name and address and whether you're in a position to answer or respond to Councilman Levy.

GREGG TAYLOR: I'm Greg Taylor. I'm the President of the West Division for Centel Business Systems. First of all, I guess my concern is is the fact that I would hate to see the City Council make a decision today predicated on who was going to sue. I don't think that's the decision. The decision is who's getting a telecommunications system from whom.

COUNCILMAN LEVY: That's not what my --

MAYOR BRIARE: Well, let him answer, Al.

COUNCILMAN NOLEN: I agree with what you're saying; however, if we award it to one or the other, we're going to get sued by the other. We're not going to have a communications system, and we're going to be delayed, tied up waiting for that. Our concern is getting a communications system on line as rapidly as possible, and if we're going to be tied up in litigation because of who we do or do not award it to, then I'd just as soon reject everything and start from scratch with a more fair and equitable point system, which I feel we didn't have the last time.

GREG TAYLOR: Councilman Nolen, I respect your position. I feel it's real important that the City get a good communications system. I would like it to be Centel. There's no doubt about that. It means a lot to us because this is our West Division headquarters and Centel is the utility in this town and we're all part of the same company. However, I guess to be honest with your answer or your question, my answer would have to be beings your communications staff, your consultant that you hired, and the recommendation that was given, and according to the RFP and we met the requirements, we were the chosen company. We were recommended to you. I think we complied; we answered the questions; we resolved any of the differences that you had, and as a result, if you awarded it to another company after all of that, yes, I would sue.

COUNCILMAN LEVY. Then there's no use of even asking.

MAYOR BRIARE: I know. I know. That's what I'm saying, Al. It doesn't make any difference.

COUNCILMAN LURIE: I mean, you knew that going in.

COUNCILMAN LEVY: Well, then, I think, because it's no use at all, I'll ask him, because it doesn't make any difference.

MAYOR BRIARE: Well, let's just --

GREG TAYLOR:

Had you chose FirstTel and they met all the criteria, Centel's position is "No, we gracefully step back." But this has already gone so far down the road, and we've had several meetings about this. We do have a problem within the Council right here in the fact that we do have a bad relationship with Mr. Levy, and I think everybody in the Council knows that. It's a previous business relationship. We're concerned. We would like to know where the Council's really coming from, and we don't feel it's in our position to come forward and make that an issue, but it has permeated throughout this the entire time, and, you know, at this stage of the game, if that's the only other decision is to throw it out simply because both sides are going to sue, then I understand your position.

COUNCILMAN LEVY:

That's all I'm trying to find out, sir.

GREG TAYLOR:

Thank you.

MAYOR BRIARE:

Thank you, sir. Just a minute, Mr. O'Reilly. Did you have anything else, sir?

GREGG TAYLOR:

Nothing further.

MAYOR BRIARE:

Thank you then, gentlemen. Why don't you be seated and --

JOHN O'REILLY.

Before they do, Mr. Mayor, I'd like to make just a brief proposal to them. I have talked with our people at FirstTel, and although they are not going to unilaterally waive their rights to litigation, that if Centel would enter into a stipulation on this record that they would waive their rights, I've been authorized to indicate to this Council that FirstTel would waive its rights to litigation so this matter could be resolved once and for all here today. I think that's significant because we started off with 14 bidders, we're down to two responsible and responsive bidders. I suspect that the probability is will have those same two here again and go through the same process all over at the expense of the City, at the expense of Centel, and at the expense of FirstTel, at the expense of the waiting time in terms of the money and the delay of having an updated system. So we would propose prior to making our closing comments that stipulation to Centel, that if they would enter into it, I have been authorized by our clients to enter into it, and Mr. Offass is here to confirm that.

MAYOR BRIARE:

Did you want to go ahead and make any other comments you would wish to make on -- Mr. O'Reilly, I hope I'm saying

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MAYOR BRIARE:

this right, and, Council Members, stop me if you think I'm going the wrong place. I think your statement right now is clear. I think we've also heard a clear statement from Centel, but in any event, it certainly doesn't hurt one bit for you to inquire of them, or for our City Attorney to inquire, or anybody else that wants to inquire as to what the response -- what their response would be to what you're just saying now, but in the meantime I think you should go ahead and make your statement for whatever you want to say while we are contemplating what Mr. Ogilvie has already presented to us.

JOHN O'REILLY:

Just for clarification, we will waive our rights if they waive their's. If they don't, we won't. So we both stand on equal footing. In terms of the position that's now before the City Council, I believe that it's abundantly clear that the lowest responsible bidder with the best product to offer has been shown on the record to be FirstTel. There have been comments made in terms of deficiencies that purportedly would provide a basis for rejection of the FirstTel bid. I would submit that if those deficiencies were even accepted as they have been espoused, that they would not eliminate the award of the bid to FirstTel. We've gone through that several times with the charts we have presented to you in large form and small form. They're all part of the record. Secondly, I believe that the deficiencies are not real deficiencies. They're not point items that have significant effect to the bid, and as I indicated, even if they would be yanked out and the deficiencies that have been alleged to existed with Centel have been yanked out, we would be the bidder who should receive the award. I would indicate to the Council that it has been a long process, as the Council's aware. We have invested a substantial amount of time and money in making the presentation to this City simply because I believe the product speaks for itself, that it is the best available product that's been tendered to the City. We would hope that the City would not do over again what it has already done. We believe that the position is legally enforceable. That is that FirstTel is entitled to the contract.

MAYOR BRIARE:

Mr. O'Reilly, would you comment. The question was asked of the representative of Centel, and they responded. They'd like to see the matter taken care of today. In other words, what we're mulling over in our mind is whether we should throw everything out and start all over again. Do you have any comment on that?

JOHN O'REILLY:

Well, first of all, I believe, and I may be mistaken, that FirstTel is the only vendor who has extended their bid until today. As I recall, the other bids were

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JOHN O'REILLY:

extended until the last Council hearing. We've extended ours beyond that up until the hearing -- anytime through June the 12th. I have asked for copies of any correspondence that Centel has submitted. I've received no such extension from them. It is our request that this matter be resolved here today in its entirety.

MAYOR BRIARE:

Mr. Ogilvie?

CITY ATTY. OGILVIE:

Yes.

MAYOR BRIARE:

I was contemplating for a minute that maybe we ought to declare a recess for a short while to determine whether we could hear a public response from Centel to the statement or commitment or pledge, or whatever you call it, from Mr. O'Reilly on behalf of FirstTel. I don't know how you go about doing this. We don't have a round table that they can sit down at. Do you -- I think the Council Members might be interested in the response to that question, would they not?

COUNCILMAN LURIE:

Well, Mayor, I'm not interested in hearing a response. I think this whole process has been an embarrassment to the City with both Centel and FirstTel muddying the water on both of these issues. I think we had a process that we went through. I think it was fair and equitable, and at the time they sat down through the bid process, all those questions should have been answered, and I think they placed us in a position where we have no other choice but to reject the bids and go out and bring the system -- develop an RFP and bring it before this Board and let us approve it, because nobody was informed of the point system in the beginning, and I think it has to be established so that we can adopt it and then send it out, and once those bids are received, we'll take action on it, but I can't see awarding a bid today, because either way the bid would be awarded we're going to be in some form of litigation, and I think it's faster to go ahead and reject the bids and go out and rebid than to tie ourselves up with litigation.

MAYOR BRIARE:

Wayne, do you want to make a comment? This would be more or less on the possibility of entertaining a motion to reject and go out.

COUNCILMAN BUNKER:

I don't know that I have a comment on whether that we should even entertain to award it today. I'm convinced that both sides have so altered their bids after the opening process that I agree with the City Attorney that there's every ground needed to reject both of these bids. I think Mr. O'Reilly will have to agree that even his charts altered the point system, and in order to make

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- COUNCILMAN BUNKER: his argument valid, he has to change the point system, and Centel came in and changed their buy-back and changed their maintenance agreement after the bids were opened, and I think we have no alternative. I think that I stand with the recommendation of the City Attorney at this point. He states, "I, therefore, strongly recommend that we reject both bids."
- JOHN O'REILLY: If I may response just briefly. In my presentations, I made it very clear that I did not amend or modify the point system. The application of the point system was different than staff had applied, but it was the exact same system that showed we won because we had the lowest price and we had the highest number of points.
- COUNCILMAN BUNKER: But you didn't object to the point system and the definition of the point system in the bidding process.
- JOHN O'REILLY: We applied the point system the way it was written and could reasonably and logically be interpreted and to show you and hopefully convince you, which we obviously haven't done yet, that we should be one who would be awarded the bid, but we did not modify the system. We operated within the system, the point system that was advocated.
- MAYOR BRIARE: Councilman Bunker.
- COUNCILMAN LEVY: All I have to say is --
- MAYOR BRIARE: Excuse me. Councilman Bunker, I was not looking for a discussion back and forth on the bid or anything. I understand your comments, Councilman Bunker, and I think they were appropriate comments to make with respect to the possible action this Board might want to take. I didn't want to get into a discussion back and forth, Mr. O'Reilly.
- COUNCILMAN LEVY: All I want to say is I want to get that phone system in as soon as possible, and, of course, the best phone at the right price.
- MAYOR BRIARE: Councilman Nolen?
- COUNCILMAN LEVY: But I've been told by George Ogilvie if we -- or somebody on staff. I thought it was George. But if we go into a situation and approve this, one or the other, the lawsuit will taken longer than getting the phone system in, and I don't know why George has gone the other direction on us. He's too busy talking to the Mayor so he doesn't listen.

COUNCILMAN NOLEN:

I AM GOING TO MAKE A MOTION THAT WE DO REJECT ALL BIDS AND I WANT TO INSTRUCT STAFF, AND I HOPE I HAVE THE CONCURRENCE OF THIS BOARD THAT WE COME UP WITH A FAIR AND EQUITABLE SOLUTION. AND I'LL BE VERY CANDID WITH YOU. DON'T BRING THAT CONSULTANT BACK UP HERE. I WAS NOT IMPRESSED WITH HIM. I FEEL THAT WE WASTED A LOT OF MONEY, AND I THINK STAFF LET US DOWN ON THIS. I THINK ALL OF YOU KNOW I'M NOT ONE TO PUBLICLY CHASTISE STAFF, BUT IN THIS CASE I THINK WE WERE LET DOWN. I THINK IT COST US A LOT OF MONEY AND I THINK IT COST CENTEL AND FIRSTEL A LOT OF MONEY, AND I DON'T APPRECIATE IT. SO I WANT A GOOD COMPREHENSIVE POINT SYSTEM IF YOU FEEL IT'S NECESSARY.

MAYOR BRIARE:

Did you make a motion?

COUNCILMAN NOLEN:

I HAVE A MOTION TO REJECT ALL BIDS, YOUR HONOR.

MAYOR BRIARE:

Mr. Ogilvie, on discussion of Councilman Nolen's -- gentlemen, why don't you be seated. I think we're through with public discussion now. With respect to Councilman Nolen's motion, in the event that the entire matter went to bid again, would a -- is it legally possible to put a paragraph in there in such a way that we would not get ourselves caught in a Catch 22 position like we are right now? And that being that if the apparent successful bidder, or best bidder -- if there is something that has to happen after the bid, that they be allowed to negotiate it, because as soon as we receive a bid, I'm confident that -- or as soon as the bids are open again -- that we're going to have a replay of this whole record.

COUNCILMAN LURIE:

We shouldn't allow that.

MAYOR BRIARE:

Well, that's what I'm trying to say. If a bid proposal -- having learned by experience, is there a way to put something in the proposal that it wouldn't happen again. Perform a miracle, Mr. Ogilvie.

CITY ATTY. OGILVIE:

It would not be difficult to put that type of a provision in there. The difficulty comes in anticipating all of the possible areas of dispute and to specify something that would cover all aspects. If we are clairvoyant and can anticipate the areas of dispute, writing up the appropriate paragraphs wouldn't be very difficult.

MAYOR BRIARE:

You see, when a jury is out or when a jury is sitting in a trial court, the judge says to the jury, "Disregard what you just heard," and, you know, supposedly the jurors disregard what was just heard. If we were to disregard everything we've heard except the recommendation of our own staff and our consultant, then the only matter we would have before us is that recommendation. But we've heard

MAYOR BRIARE: so much since then, that I too would agree with Councilman Bunker. I don't know how we can possibly do anything else other than reject them all and keep our fingers crossed that maybe both companies will be able to submit a new bid.

CITY ATTY. OGILVIE: I think -- for some comfort in this, I think that the point system which the Department of General Services is presently working on will be simplified to the extent that it probably will eliminate a lot of the argument that this past point system provoked. It's vastly simplified over what went out before and is based on pretty imperical objective criteria, rather than an allocation of points on subjectivity, which I think that the previous point system probably was.

MAYOR BRIARE: Any other comments on the motion?

COUNCILMAN NOLEN: I'D LIKE TO INCLUDE IN THAT MOTION THAT THE POINT SYSTEM BE BROUGHT BACK BEFORE THIS COUNCIL FOR APPROVAL.

COUNCILMAN LURIE: Follow the recommendation, right?

COUNCILMAN NOLEN: Well, I didn't make a motion to follow the recommendation. I strictly made a motion to reject. So I'm including in the motion that we review and approval the point system.

MAYOR BRIARE: Comments by any other Council Member? Cast your votes.
Post. MOTION'S APPROVED.

(VOTE: Unanimous approval of motion by all members of the Council.)

(END OF DISCUSSION ON THIS ITEM.)

/ch

AGENDA DOCUMENTATION

Date: MAY 24, 1985

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

0168

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*8. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. <u>BID TITLE:</u>	ANNUAL LITTER AND DANGEROUS BUILDING ABATEMENT CONTRACT	<u>BID NUMBER:</u>	86.JUL.4
<u>ITEM:</u>	SERVICES	<u>ESTIMATE:</u>	\$1,000.00 UNIT PRICE
		<u>ANNUAL USAGE:</u>	\$80,000.00
<u>DEPARTMENT:</u>	BUILDING AND SAFETY	<u>INVITATIONS MAILED:</u>	78
<u>FUNDING:</u>	INTERNAL SERVICE FUND	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO SECURE AND CLEAN UP PROPERTY LEFT UNATTENDED BY OWNERS. THE CITY OF LAS VEGAS, BY ORDINANCE, ESTABLISHED THAT OWNERS OF PROPERTY LOCATED WITHIN THE CITY OF LAS VEGAS SHALL MAINTAIN THAT PROPERTY EVEN IF IT IS UNOCCUPIED. THIS PURCHASE WILL ALLOW THE CITY TO ACT SWIFTLY AND DECISIVELY WHEN NEEDED.

BID ABSTRACT SUMMARY

			BID GROUP		
			I	II	TOTAL
WEAVER CONSTRUCTION	LAS VEGAS	NV	\$526.00	\$ 257.50	\$ 783.50
RPM CONSTRUCTION	LAS VEGAS	NV	\$810.00	\$1,520.00	\$2,330.00
MACH CONSTRUCTION	LAS VEGAS	NV	\$744.98	\$1,326.77	\$2,071.75

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

WEAVER CONSTRUCTION LAS VEGAS NV \$783.50 UNIT PRICE - BID GROUPS I AND II
ESTIMATED ANNUAL USAGE: \$80,000.00

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

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 85-86. FUNDS ARE AVAILABLE IN THE INTERNAL SERVICE 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)

0169

AGENDA*City of Las Vegas*

JUNE 5, 1985

Page 22

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

ITEM

Council Action

Department Action

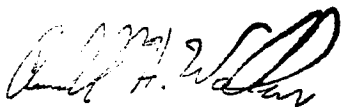
PURCHASING & CONTRACTS DIVISION CONT'D*B. AWARD OF ANNUAL CONTRACTS & AGREEMENTS CONT'D

2. Street and Curb Traffic Paint
Department of Public Services
3. Traffic Signalization Equipment
Department of Public Services
4. Asphaltic Concrete Products
Department of Public Services
5. Insurance Needs for the City
Department of Finance & Computer Services

B
Lurie -
APPROVED Items 1,
2, 3, 4 and 5 as
recommended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: MAY 24, 1985

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

0170

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. <u>BID TITLE:</u>	ANNUAL TRAFFIC PAINT CONTRACT	<u>BID NUMBER:</u>	86.JUL.7
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$23.25 UNIT PRICE
		<u>ANNUAL USAGE:</u>	\$55,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	12
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

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

BID ABSTRACT SUMMARY

BAUER COATING DIVISION	LOS ANGELES	CA	\$21.10 UNIT PRICE
PERVO PAINT COMPANY	LOS ANGELES	CA	\$22.49 UNIT PRICE

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

BAUER COATING DIVISION	LOS ANGELES	CA	\$21.10 UNIT PRICE
	ESTIMATED ANNUAL USAGE:		\$55,000.00

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

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 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: MAY 24, 1985

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

0171

SUBJECT: AGENOA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*8. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

3. <u>BIO TITLE:</u>	ANNUAL CONTRACT FOR TRAFFIC CONTROLLERS	<u>BIO NUMBER:</u>	86.JUL.11
<u>ITEM:</u>	SUPPLIES	<u>ESTIMATE:</u>	\$100,000.00 ANNUAL USAGE
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	10
<u>FUNDING:</u>	ENGINEERING SERVICES REIMBURSABLE	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE TRAFFIC CONTROLLERS AND CABINETS THAT ARE DESTROYED BY TRAFFIC ACCIDENTS IN THE CITY OF LAS VEGAS OR ARE REQUIRED TO PROMOTE THE QUICK EFFICIENT SIGNALIZATION OF A SELECTED INTERSECTION.

BID ABSTRACT SUMMARY

			<u>TOTAL UNIT PRICES</u>
SAFETY ENGINEERING	PHOENIX	AZ	\$37,715.00
ECONOLITE CONTROL	ANAHEIM	CA	\$39,833.00
TRAFFIC CONTROL TECH.	LIVERPOOL	NY	\$44,170.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

SAFETY ENGINEERING	PHOENIX	AZ	\$ 37,715.00
	TOTAL UNIT PRICES FOR ITEMS 1, 2, 3		
	ESTIMATED ANNUAL USAGE: \$100,000.00		

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

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 85-86. FUNDS ARE AVAILABLE IN THE ENGINEERING SERVICES REIMBURSEMENT FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION 8 PAGE 3
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

TO:
The City Council

FROM:
RANDALL H. WALKER
DEPUTY CITY MANAGER

0172

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*8. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

4. <u>BID TITLE:</u>	ANNUAL ASPHALTIC CONCRETE	<u>BID NUMBER:</u>	86.JUL.12
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$482.33 UNIT PRICE
		<u>ANNUAL ESTIMATE:</u>	\$50,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	28
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE MATERIALS FOR THE DEPARTMENT OF PUBLIC SERVICES TO MAINTAIN AND REPAIR CITY OF LAS VEGAS STREETS.

BID ABSTRACT SUMMARY

WELLS CARGO	LAS VEGAS	NV	\$ 495.90 UNIT PRICE
BONANZA MATERIALS	HENDERSON	NV	\$1,116.74 UNIT PRICE

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

WELLS CARGO	LAS VEGAS	NV	\$ 495.90 UNIT PRICE
BONANZA MATERIALS	HENDERSON	NV	\$1,116.74 UNIT PRICE

THE GEOGRAPHICAL AREA OF THE CITY OF LAS VEGAS IS SUCH THAT IT IS IN THE CITY'S BEST INTEREST TO AWARD MULTIPLE CONTRACTS AND THEN USE THE BIDDER WHO IS CLOSEST TO THE NEEDED WORK SITE WITH PRICE AND OTHER FACTORS CONSIDERED. THIS CONTRACT HAS BEEN AWARDED TO MULTIPLE CONTRACTORS IN THIS MANNER FOR THE PAST SIX (6) CONSECUTIVE YEARS.

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.

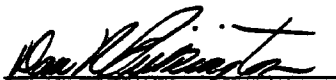
FISCAL IMPACT

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 4
IV (f)

AGENDA DOCUMENTATION

Date: MAY 24, 1985

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

0173

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 5, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

5. <u>BID TITLE:</u>	INSURANCE NEEDS FOR THE CITY OF LAS VEGAS	<u>BID NUMBER:</u>	N/A
<u>ITEM:</u>	PROFESSIONAL SERVICE	<u>ESTIMATE:</u>	NOT AVAILABLE
<u>DEPARTMENT:</u>	FINANCE AND COMPUTER SERVICES	<u>INVITATIONS MAILED:</u>	22
<u>FUNDING:</u>	INSURANCE TRUST	<u>RESPONSES RECEIVED:</u>	SEE BELOW

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO OBTAIN VARIOUS TYPES AND AMOUNTS OF INSURANCE TO PROTECT THE CITY OF LAS VEGAS FROM SUIT.

BID ABSTRACT SUMMARY

	<u>PAID 1982 - 1985</u>	<u>PROPOSED 1985 - 1988</u>
LIABILITY	\$45,000.00	\$545,893.00
FIRE AND E.C.	\$36,616.00	\$ 68,899.00
BOILERS AND MACHINERY	\$ 5,054.00	\$ 5,800.00
BONDS	\$ 3,670.00	\$ 6,877.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

FIRE AND E.C.	WAUSAU	\$ 68,899.00
BOILER AND MACHINERY	KEMPER GROUP	\$ 5,800.00

RESOLICIT PROPOSALS FOR:

- (1) EXCESS LIABILITY AS ONLY ONE (1) PROPOSAL RECEIVED. RESTRUCTURE INVITATION TO REFLECT THE CITY'S S.I.R. BEING \$250,000, \$500,000, \$750,000 OR A MILLION PER OCCURRENCE. THE MAXIMUM COVERAGE TO BE PURCHASED INCLUDING THE CITY'S S.I.R. TO BE \$5 MILLION PER OCCURRENCE.
- (2) BOND COVERAGE AT THE SUGGESTION OF THE CITIZENS ADVISORY COMMITTEE TO INCREASE THE COVERAGES FOR THE TREASURER, ASSISTANT TREASURER AND THE DIRECTOR OF FINANCE AND COMPUTER SERVICES.

FISCAL IMPACT

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

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 5
IV (f)

FEBRUARY 21, 1985

Twenty-two (22) insurance agencies, handling commercial lines, were mailed copies of the specifications for City liability, fire and extended coverage, boiler and machinery, and fidelity, and public official bonds.

MARCH 18, 1985

Pre-bid Conference with proposers. Only two (2) agencies attended. One life insurance salesman also in attendance. The comment was made that the specifications issued were very complete and required no further discussion, hence the lack of agent participation.

MAY 14, 1985

Insurance proposals for the period July 1, 1985 through July 1, 1988 were accepted, and their results are compared to prior year's premiums in the following summary:

TYPE	<u>ANNUAL PREMIUMS</u>		
	<u>PAID 1979-1981</u>	<u>PAID 1982-1984</u>	<u>PROPOSED 1985-1988</u>
LIABILITY	\$188,500.00	\$45,000.00	\$545,893.00
FIRE AND E.C.	\$ 31,665.00	\$36,616.00	\$ 67,933.00
BOILER AND MACH.	\$ 10,279.00	\$ 5,054.00	\$ 5,800.00
BONDS	<u>\$ 5,035.00</u>	<u>\$ 3,670.00</u>	<u>\$ 6,877.00</u>
TOTAL	\$235,479.00	\$90,340.00	\$626,503.00

RECOMMENDATION:

Renewal of the All-Risk Fire Insurance Policy offered by Wausau at \$67,933.00 annually.

Purchase of boiler and machinery insurance with Kemper Group at \$5,800.00 annually.

Re-bid the bond coverage as the suggestion of the Citizen Advisory Committee to increase the coverage of the Treasurer, Assistant Treasurer, and Director of Finance came after the bid specifications were finalized.

Re-bid the excess liability insurance as only one proposal received, and request alternate proposals with the City Self Insured Retention (S.I.R.) being raised to \$250,000.00, \$500,000.00, \$750,000.00, or \$1,000,000.00 per occurrence. Maximum coverage to be purchased including the S.I.R. to be \$5,000,000.00 per occurrence. Many agents stated that the ability to place the lower limits of insurance (the first \$1,000,000.00) was the direct reason for the apathy in response on May 14, 1985.

HISTORY OF INSURANCE BID PROCESS 1982 - 1985FEBRUARY 15, 1982

Twenty-six (26) insurance firms, dealing in commercial lines were mailed copies of an insurance market survey and for concerned parties to return the survey by February 26, 1982.

MARCH 1, 1982

Final draft of specifications completed and eighteen (18) sets mailed to those firms answering the survey.

MARCH 18, 1982

Pre-bid Conference with proposers - fourteen (14) proposers attended.

On May 11, 1982, insurance bid proposals for the next three (3) years were accepted and their results are compared to the prior three (3) years in the following summary:

	<u>PREMIUMS</u>			
	<u>PAID 1979</u>	<u>PAID 1980</u>	<u>PAID 1981</u>	<u>RECOMMENDED 1982</u>
LIABILITY	\$188,500.00	\$188,500.00	\$188,500.00	\$45,000.00
FIRE	\$ 27,609.00	\$ 28,807.00	\$ 31,665.00	\$27,082.00
BOILER & MACH.	\$ 10,268.00	\$ 10,832.00	\$ 10,279.00	\$ 5,054.00
BONDS	\$ 5,035.00	\$ 5,035.00	\$ 5,035.00	\$ 3,670.00
TOTAL	\$231,412.00	\$233,174.00	\$235,479.00	\$80,806.00

For like or better insurance coverage, these proposals have a cost reduction factor of 65% over previous years and a decrease in premium dollars of \$154,673.00.

RECOMMENDATION:

LIABILITY	TRANSCONTINENTAL INS.	BAYLEY MARTIN & FAY	\$45,000.00
FIRE & E.C.	INSURANCE CO. OF WAUSAU	BAYLEY MARTIN & FAY	\$27,082.00
BOILER & MACHINERY	CONTINENTAL INSURANCE	MCFADDEN INSURANCE	\$ 5,054.00
FIDELITY & OFFICIAL BONDS	FIREMAN'S FUND	MCFADDEN INSURANCE	\$ 3,670.00

AGENDA*City of Las Vegas*

June 5, 1985

Page 23

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.

1:42

A ACCEPTANCE OF RIGHT OF WAY ITEMS*1. Quitclaim Deed**

From: Robert Moulchin and Rose Ann Moulchin, husband and wife as joint tenants
To: City of Las Vegas
For: Portion of the SE-1/4, Sec. 29, T20S, R61E, M.D.M. Street section acquired to complete cul de sac on Carter St. Cul de sac built when Sunshine Village was constructed. (5/17/85)

Lurie -
APPROVED Items 1, 2, 3 and 4.
Motion carried with Levy "Abstaining" from voting on Items 3 and 4.
Unanimous

Staff to proceed

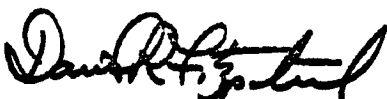
2. Grant Deed

From: All State Thrift, a Nevada Corporation
To: City of Las Vegas
For: Portion of Lot 37, Block 6 of Meadows Addition on file in Book 1 of Plats, page 43 in the office of the County Recorder of Clark County, Nevada. 20' radius corner at Fairfield Ave. and St. Louis St. (5/21/85)

APPROVED
See Above

See Above

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

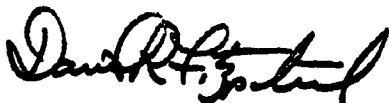
June 5, 1985

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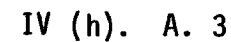
CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM	Council Action	Department Action
IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENT (Continued)		
*A. ACCEPTANCE OF RIGHT OF WAY ITEMS (Continued)		
3. Right of Way Grant for Drainage and Sewer Purposes From: Howard L. Kamm, a single man as to an undivided one-half interest and Toby Cohen, a married woman and Yale Cohen, her husband as joint tenants as to an undivided one-half interest To: City of Las Vegas. For: The South 20 feet of the W-1/2 of the SE-1/4, SE-1/4, Sec. 1, T20S, R60E, M.D.M.. Sewer easement on Alexander Rd. for the Northwest Decatur Sewer Interceptor (5/14/85) (map attached)	Lurie - APPROVED Items 1, 2, 3 and 4. Motion carried with Levy "Abstaining" from voting on Items 3 and 4. Unanimous	Staff to proceed
4. Right of Way Grant for Drainage and Sewer Purposes From: J. Dan Fiorito, Jr., Randy A. Fiorito, and Joseph A. Fiorito To: City of Las Vegas For: The East 20 feet of the NW-1/4 of the NE-1/4, Sec. 12, T20S, R60E, M.D.M. Sewer easement on Thom Blvd. for the Northwest Decatur Sewer Interceptor (5/10/85) (map attached)	APPROVED See Above	See Above

APPROVED AGENDA ITEM



2A-12



N2 NE4 SEC.12 T-20S R-60E

2A-10

2A
12

Alexander Rd

2586 33

646 58

646 58

1 6
7

CITY COUNCIL MINUTES -
JULY 5, 1985
SCALE
1" = 200'

SCALE
1" = 200'

9A
30

①
40 AC

J. DAN FIORITO JR.
RANDY A. FIORITO
JOSEPH A. FIORITO

Thom Blvd

R20 ⑫ 164 AC.

SHADOW ACRES
UNIT 3
SEE 02A-103
4.49 AC.

SHADOW ACRES UNIT 2
SEE 02A-102
2.75 AC.

SHADOW ACRES
UNIT 1
SEE 02A-10-1
199.32

③
10 AC

④
10 AC

47 AC ⑦	10001 214.32 110	⑩ 28.80 AC 0.7 AC 100.01	⑪ 1.55 AC	⑬ 77 AC
47 AC ⑧	47 AC ⑨	47 AC ⑪	47 AC ⑫	47 AC ⑬
47 AC ⑭	47 AC ⑮	47 AC ⑯	47 AC ⑰	47 AC ⑱

Gilmore Ave

1A
57

1716 COR.

0179

AGENDA*City of Las Vegas*

June 5, 1985

Page 25

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

ITEM

Council Action

Department Action

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

11:42

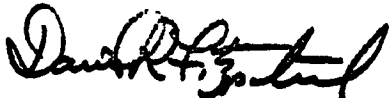
B. REPORTS/ACTION

1. Agreement between the City of Las Vegas and U.S. Home Corporation for participation in the reconstruction of North Jones Blvd., Hickam Ave. to Lone Mountain Road.

Lurie -
APPROVED
Motion carried with
Levy "Abstaining"
from voting.

Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: May 23, 1985

TO:
The City CouncilFROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND U.S. HOME CORPORATION FOR PARTICIPATION
IN THE RECONSTRUCTION OF NORTH JONES BLVD., HICKAM AVE. TO LONE MOUNTAIN ROADPURPOSE/BACKGROUND

The contract for the City's 1985 Street Rehabilitation Projects, Phase I is currently in progress which includes North Jones Blvd., between Hickam Ave. and Ann Road.

U.S. Home Corporation plans to install a water line in North Jones Blvd. to provide for their future development north of Lone Mountain Road and east of Jones Blvd. Because of the increased vehicular traffic this proposed development would generate, total reconstruction of the accessing portion of North Jones Blvd. would be more cost effective than an A.C. pavement resurfacing.

The City Engineer is submitting for City Council approval an agreement between the City of Las Vegas and U.S. Home Corporation to provide for the total reconstruction of North Jones Blvd. between Hickam Ave. and Lone Mountain Road upon completion of the above described water line.

The reconstruction of North Jones Blvd. will include removal of existing deteriorated asphalt concrete pavement and substandard gravel base. The placement includes ten inches of Type II gravel base and two inches of dense graded asphalt concrete pavement including necessary fog seal, prime coat and excavation. (See attached detail sheet)

The agreement has been approved by the City Attorney as to form.

FISCAL IMPACT

By the participation agreement U.S. Home Corporation will provide \$25,043.32 toward the reconstruction of Jones Blvd. The City will share in the additional cost to reconstruct this portion of Jones Blvd. in the amount of \$13,733.43. The original contract award amount for this area of the project is \$32,497.47. The total reconstruction cost for North Jones Blvd., Hickam Ave. to Lone Mountain Road is \$71,274.22.

Funds are available from Federal Revenue Sharing.

RECOMMENDATIONS

It is recommended that the Mayor be authorized to execute the agreement.


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

Agenda Item 6/5/85

IV (h). B. 1.

CITY OF LAS VEGAS
STREET CONSTRUCTION
COST PARTICIPATION AGREEMENT

0182

THIS AGREEMENT, made and entered into this 5th day of June, 1985, by and between U.S. HOME CORPORATION, whose mailing address is 1515 East Tropicana Avenue, Suite 600, Las Vegas, Nevada 89109 (hereinafter referred to as "owner"), First Party, and the CITY OF LAS VEGAS (hereinafter referred to as "CITY"), Second Party:

WHEREAS, the City requires participation by the Owner in the cost of the construction of North Jones Boulevard between Hickam Avenue and Lone Mountain Road, as set forth herein as a condition of City approval of the water main to be constructed by the Owner in North Jones Boulevard right-of-way;

WHEREAS, the City has submitted to the Owner an agreement for participation in the construction of North Jones Boulevard between Hickam Avenue and Lone Mountain Road;

NOW, THEREFORE, the parties of this Agreement, for and in consideration of mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

1. U.S. Home Corporation agrees to pay in advance the full cost of excavating and backfilling the base material over the water main trench, which otherwise would have required a permanent patch, in that portion of North Jones Boulevard between Hickam Avenue and Lone Mountain Road.

2. U.S. Home Corporation also agrees to pay for one-half (1/2) the cost to excavate and backfill the base material on the remaining width of North Jones Boulevard along the full length of the water main on North Jones Boulevard.

3. The total cost to U.S. Home Corporation will not exceed \$25,043.32.

4. The City agrees to have its contractor perform all of the road construction, after the completion of the water main on North Jones Boulevard, and provide the asphaltic concrete pavement for the full width of North Jones Boulevard between Hickam Avenue and Lone Mountain Road.

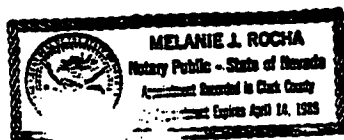
5. At the option of the City, this Agreement shall be void if the water main on North Jones Boulevard between Hickam Avenue and Lone Mountain Road is not complete by the 1st day of September, 1985.

6. In the event that this Agreement becomes void in accordance with paragraph 5, the Owner will be required to place a permanent pavement patch over the water main trench or pay any increased cost incurred by the City to extend its current "Phase I" overlay contract to perform this work after the water main has been installed. The permanent pavement replacement shall be a plant-mix bituminous asphalt surface placed with a bituminous paver which conforms to the requirements

of Section 401.03.03 of the Uniform Standard Specifications for Public Works' Construction, Off-site improvements, Clark County Area Nevada, as currently revised (hereinafter referred to as standard specifications), the minimum replacement pavement width to be eight (8) feet and conform to Section 208.03.05 of the standard specifications.

Upon execution and performance of this Agreement by the Owner, the Owner will be deemed to have discharged its obligations for participation in the cost of the improvements described hereinabove, except as provided for in the special zoning conditions for the development (File Z-85-84), but such performance by the Owner is hereby agreed by both parties to be in addition to, and separate from, any other on-site or off-site improvements required of the Owner by law.

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Agreement the day and year first above written.



Melanie J. Rocha

By *Kyle Kany*
U.S. HOME CORPORATION

By *William N. Brink*

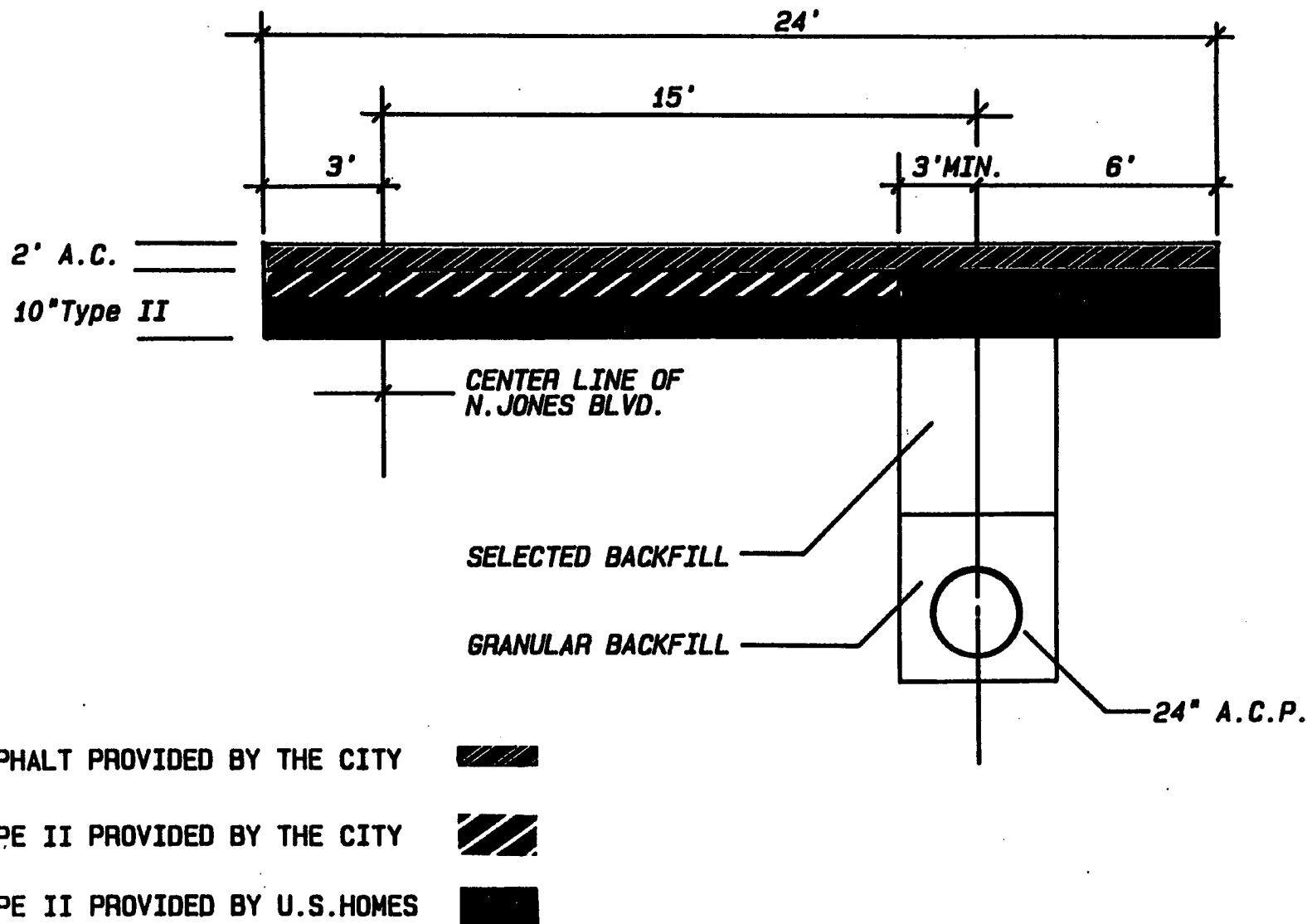
CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

9-12-85

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

City of Las Vegas "Phase I Overlay" / U.S.Homes Water Main



11/1/85

June 5, 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
V. GEORGE F. OGILVIE - CITY ATTORNEY		
1:43 A. Adjustment and Renewal of Liability Adjuster's Agreement	Levy - APPROVED Items A, B, C, D, E and F. Unanimous	Staff to proceed
B. Request for Approval of Settlement: Taggart Construction Co., dba WMK Transit Mix v. City of Las Vegas	Levy - APPROVED Items A, B, C, D, E and F. Unanimous	Staff to proceed.
C. Approval of Supplemental Cooperative Agree- ment No. 2 with Clark County re: Construction of Bonanza Road Phase II (between Pecos Drive and Las Vegas Wash)	Levy - APPROVED Items A, B, C, D, E and F. Unanimous	Staff to proceed
D. Approval of Supplemental Cooperative Agree- ment No. 2 with Clark County re: Construction of Cedar Avenue Channel and Las Vegas Wash Sewer Siphon	Levy - APPROVED Items A, B, C, D, E and F. Unanimous	Staff to proceed

AGENDA DOCUMENTATION

Date: May 30, 1985

TO: The City Council

FROM: *James P. Quinn*
CITY ATTORNEY

0186

SUBJECT: Adjustment and Renewal of Liability Adjuster's Agreement

PURPOSE/BACKGROUND

The City of Las Vegas has retained Consolidated Insurance Adjusters, Inc., as its professional claims adjusting service since it instituted its self-insurance retention program in 1979. The present contract with Consolidated expires on June 30, 1985, and, since the services which Consolidated has rendered to the City have been highly satisfactory, it is proposed that Consolidated be retained to provide such services for an additional three years.

Accordingly, the agreement which is before you will renew the existing agreement for a period which ends on July 30, 1988, and adjusts the rates which Consolidated charges the City to reflect the rates which Consolidated currently charges its insurance carrier clients.

FISCAL IMPACT

The funds for this agreement, the amount of which is dependent upon the number of claims which Consolidated is requested to adjust, are available in the City's self-insurance trust fund.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Insurance Adjuster's Agreement and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-A

INSURANCE ADJUSTER'S AGREEMENT

This Agreement is entered into this 5th day of June 1985, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation (hereinafter "CITY") and CONSOLIDATED INSURANCE ADJUSTERS, INC., a Nevada corporation (hereinafter "ADJUSTER").

WHEREAS, CITY maintains a self-insurance retention program and is desirous of utilizing a professional claims adjusting service to assist CITY in handling claims against CITY and

WHEREAS, ADJUSTER is a professional claims adjusting service licensed by the State of Nevada as an Independent Insurance Adjusting firm, License Number 156, and is experienced in handling claims for various governmental entities.

NOW, THEREFORE, IT IS AGREED THAT:

1. ADJUSTER will provide its usual administrative, investigative and adjustment services to CITY in connection with any claim that is made against CITY which CITY refers to ADJUSTER. ADJUSTER will provide 24-hour-a-day, seven days a week service, including holidays, and including maintenance of a telephone answering service capable of contacting one or more adjusters at any time, day or night.

2. This Agreement shall commence on July 1, 1985, at 12:01 a.m. and continue through June 30, 1988, at 11:59 p.m., unless otherwise terminated as provided herein.

3. CITY will pay ADJUSTER for such services according to the following schedule:

A. Adjusting service	\$30/hr.
B. Vehicle physical damage appraisals	According to the appraisal fee schedule attached as Exhibit "A" hereto and by this reference made a part hereof.

- 1 C. Clerical 12% of Services
2 D. Photographs \$2.25 each
3 E. Photocopy \$0.40 each
4 F. Mileage \$0.40/mile

5 4. ADJUSTER will provide itemized billings to CITY
6 for all services provided and CITY agrees to make payments for
7 ADJUSTER's services within 30 days after receipt of said billings
8 ADJUSTER will submit cost documentation on any or all claims as
9 requested by CITY.

10 5. ADJUSTER will submit documentation to CITY at the
11 completion of its investigation of each claim and prior to ack-
12 nowledging any liability on the part of CITY. Said documentation
13 will include repair estimates, medical bills and reports and any
14 other documentation necessary to resolve the claim. All payments
15 will be made to the claimant on a CITY check and ADJUSTER will
16 make no payments to claimants from ADJUSTER's own funds. ADJUSTER
17 will obtain a signed and notarized release from each claimant on
18 a form acceptable to CITY at the time payment is made to the
19 claimant. CITY has the right to monitor ADJUSTER's services
20 through test controls with claimants.

21 6. ADJUSTER acknowledges that CITY will assume respon-
22 sibility for providing legal representation on behalf of CITY on
23 all claims and ADJUSTER will not act as an attorney for CITY in
24 any manner whatsoever.

25 7. ADJUSTER will maintain both its State license and
26 its City business license current and valid at all times and
27 ADJUSTER will comply with all federal, state and local laws and
28 regulations. ADJUSTER will also maintain current and valid its
29 Errors and Omissions Liability Insurance in an amount at least
30 equal to that maintained by ADJUSTER as of the date of this
31 agreement.

32 8. A. This Agreement may be terminated:

- 1 1. By either CITY or ADJUSTER at any time,
- 2 with or without cause, by the giving of
- 3 60 days' prior notice in writing of said
- 4 termination.
- 5 2. By CITY if ADJUSTER's principal and
- 6 senior adjuster who is assigned to
- 7 provide claims adjusting services to
- 8 CITY as of the date of this Agreement is
- 9 no longer assigned or available to pro-
- 10 vide such services to CITY, by the
- 11 giving of 7 days' prior notice in writing
- 12 of said termination.
- 13 B. In the event of termination, CITY will exercise
- 14 one of the following two options:
- 15 1. CITY may require ADJUSTER to conclude
- 16 handling of all open claims then being
- 17 handled by ADJUSTER at the time of said
- 18 termination; or
- 19 2. CITY may require ADJUSTER to return all
- 20 open files to CITY.
- 21 9. ADJUSTER will defend and indemnify CITY against
- 22 all claims, demands, proceedings, actions, damages, costs and
- 23 expenses, including attorney's fees, to which CITY may be sub-
- 24 jected as a consequence of the acts or omissions, whether willful
- 25 or negligent, of ADJUSTER, its agents, servants or employees in
- 26 connection with providing the services under this Agreement.
- 27 10. This Agreement will be interpreted and construed in
- 28 accordance with the laws of the State of Nevada.
- 29 11. The provisions set out herein constitute the entire
- 30 agreement between the parties and may only be amended by mutual
- 31
- 32

1 agreement in writing signed by both parties.

2 IN WITNESS WHEREOF, the parties have executed this
3 Agreement on the date first written above.
4

5 CITY OF LAS VEGAS

6 By *Ron Lurie*
7 Ron Lurie, Mayor Pro-Tem

8 ATTEST:
9

10 *Carol Ann Hawley*
11 Carol Ann Hawley, City Clerk

12
13 CONSOLIDATED INSURANCE
14 ADJUSTERS, INC.

15 By *John A. Christie*
16 JOHN A. CHRISTIE, President

Appraisal Fee Schedule

PARTIAL LOSSES:

<u>Amount of Appraisal</u>	<u>Fee</u>
\$ 0 but less than \$ 300	\$19.50
\$ 300 but less than \$ 500	\$23.50
\$ 500 but less than \$ 600	\$26.50
\$ 600 but less than \$ 700	\$29.50
\$ 700 but less than \$ 800	\$32.50
\$ 800 but less than \$ 900	\$35.50
\$ 900 but less than \$1,000	\$38.50
\$1,000 but less than \$2,000	\$49.50
\$2,000 but less than \$3,000	\$55.00
\$3,000 but less than \$6,000	\$64.00
Over \$6,000	\$87.50

MOBILE HOMES and HEAVY EQUIPMENT DAMAGE: \$25.00 and \$35.00 per hour, respectively, of appraisal time.

SPECIAL SERVICES (Upon request):

Total loss and salvage reports	\$25.00
Salvage bids	\$25.00
Disposal of salvage	\$45.00
Vehicle inspections	\$34.00

AGENDA DOCUMENTATION

Date: May 24, 1985

TO: The City Council

FROM: John E. Roethel,
Chief Civil Deputy Attorney

0192

SUBJECT: Request for Approval of Settlement: Taggart Construction Co.,
dba WMK Transit Mix v. City of Las Vegas

PURPOSE/BACKGROUND

Beginning in late 1977 and continuing through most of 1978, additional parking levels were added to the employees' parking garage immediately to the north of City Hall. During the course of construction, a substantial portion of the work had to be redone because of difficulties with the concrete that was placed. At the conclusion of the project, the City assessed the contractor \$6,300.00 in liquidated damages because the project was completed 42 days late (at \$150.00/day). The 42 day delay was attributable to the additional work necessary in removing and replacing the concrete.

Subsequently a lawsuit was filed in an attempt to determine who was responsible for the problem with the concrete. During pretrial discovery, it has become apparent that the contractor, Sletton Construction Co.; the concrete supplier, WMK Transit Mix; and the City of Las Vegas (who assumed responsibility for inspecting and testing during the course of construction) all share some responsibility for the problems with the concrete. It is proposed that the City pay to WMK Transit Mix the sum of \$6,300.00 (the amount of the original liquidated damages withheld by the City on this project due to the delay arising out of the problems with the concrete). This settlement will avoid the necessary expense of protracted litigation which could result in a judgment against the City much in excess of the settlement amount. Both the contractor and the supplier are incurring financial losses greater than the proposed payment by the City. This payment will resolve the litigation.

FISCAL IMPACT

The funds to pay this settlement are available in the City Hall Capital Projects funds.

RECOMMENDATIONS

It is recommended that the City of Las Vegas pay \$6,300.00 to Taggart Construction Co. dba WMK Transit Mix in settlement of this litigation and that the City Attorney's Office be authorized to prepare the appropriate documents.

Agenda Item

V-B

AGENDA DOCUMENTATION

Date: May 30, 1985

TO: The City Council

FROM:

George F. Quinn
CITY ATTORNEY

0193

SUBJECT: Supplemental Cooperative Agreement No. 2 with Clark County re: Construction of Bonanza Road Phase II (Between Pecos Drive and Las Vegas Wash)

PURPOSE/BACKGROUND

On October 20, 1981, the City of Las Vegas and Clark County entered into a cooperative agreement pursuant to which the City was to construct Bonanza Road between Pecos Drive and Las Vegas Wash and would be reimbursed the eligible costs which it incurred in so doing from the proceeds of an issue of Clark County flood control bonds. The project has now been completed at a total cost of \$2,332,857.64 of which \$1,882,595.02 was reimbursed to the City by the County and the remaining \$450,262.62 was paid by the City from other sources.

In the agreement which is before you, both parties acknowledge that the project is completed and that the division of the costs as aforesaid is in accordance with the original agreement, as amended by Supplemental Cooperative Agreement No. 1 which was entered into on June 19, 1984.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve Supplemental Cooperative Agreement No. 2 for the completion of Bonanza Road Phase II and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-C

SUPPLEMENTAL COOPERATIVE AGREEMENT NO. 2

FOR THE COMPLETION OF BONANZA ROAD PHASE II

BETWEEN PECOS DRIVE AND LAS VEGAS WASH

PROJECT NO. B810222

0194

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into as of the 24th day of July, 1985, by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and the City of Las Vegas, a municipal corporation, hereinafter referred to as CITY.

WITNESSETH

WHEREAS, the COUNTY and CITY entered into a Cooperative Agreement dated October 20, 1981 and a Supplemental Cooperative Agreement dated June 19, 1984, to construct Bonanza Road between Pecos Drive and Las Vegas Wash, hereinafter referred to as PROJECT, using proceeds from the sale of COUNTY bonds; and

WHEREAS, the CITY has designed and constructed the PROJECT; and

WHEREAS, completion of the PROJECT and final disbursement of funds now require accounting of all expenditures.

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

Paragraphs one(1), two (2), four (4), five (5) and the last paragraph of SECTION II - PROJECT COSTS of the Cooperative Agreement dated October 20, 1981 and all of SECTION II - PROJECT COSTS paragraphs in the Supplemental Cooperative Agreement dated June 19, 1984, are changed to read as follows:

SECTION II - PROJECT COSTS

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

1. Preparation of drawings and descriptions for construction easements was not performed, therefore, no expenditures were required.
2. Engineering design, drafting and preparation of contract documents was completed at a total cost of \$112,380.61. Of this amount, the COUNTY reimbursed to the CITY \$90,691.15 from Bond Issue Funds and the remaining amount was paid by CITY from other sources.

4. The construction of said PROJECT has been completed by the CITY at a total cost of \$2,036,793.71. Of this amount, the COUNTY reimbursed to the CITY \$1,645,285.43 from the Bond Issue Funds and the remaining amount was paid by the CITY from other sources.
5. Contract supervision, field staking, construction inspection and testing to insure compliance with contract documents was completed at a total cost of \$181,683.32. Of this amount the COUNTY reimbursed to the CITY \$146,618.44 from the Bond Issue Funds and the remaining amount was paid by the CITY from other sources.

The actual total costs for Bonanza Road Phase II is \$2,332,857.64. Of this amount the County reimbursed to the CITY \$1,882,595.02 from the Bond Issue funds. The remaining amount of \$450,262.62 was paid by CITY from other sources. It is further understood that after the date of this Supplemental Agreement, no further costs will be charged to this PROJECT and the COUNTY'S financial obligation on said PROJECT is terminated.

All other terms, conditions and provisions of the Cooperative Agreement dated October 20, 1981 and Supplemental Cooperative Agreement No. 1 dated June 19, 1984, remain unchanged.

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

COUNTY OF CLARK

Thalia M. Dondero
THALIA M. DONDERO, Chairman

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS

William H. Briare
WILLIAM H. BRIARE, Mayor

APPROVED AS TO LEGALITY AND FORM

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

AGENDA DOCUMENTATION

Date: May 30, 1985

TO: The City Council

FROM: *James P. Quinn*
CITY ATTORNEY

0196

SUBJECT: Supplemental Cooperative Agreement No. 2 with Clark County re:
Construction of Cedar Avenue Channel and Las Vegas Wash Sewer
Siphon

PURPOSE/BACKGROUND

On June 1, 1982, the City of Las Vegas and Clark County entered into a cooperative agreement pursuant to which the City was to construct the Cedar Avenue Channel between Pecos Road and the Las Vegas Wash and a sewer siphon within the Las Vegas Wash in the vicinity of Sloan Lane and would be reimbursed for the eligible costs which it incurred in so doing from the proceeds of an issue of Clark County flood control bonds. The projects have now been completed at costs of \$1,731,441.99 and \$346,455.06, respectively, all of which was reimbursed to the City by the County.

In the agreement which is before you, both parties acknowledge that the projects have been completed and that the reimbursement as aforesaid is in accordance with the original agreement, as amended by Supplemental Cooperative Agreement No. 1 which was entered into on February 7, 1984.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve Supplemental Cooperative Agreement No. 2 for the completion of the Cedar Avenue Channel and the construction of the Las Vegas Wash Sewer Siphon and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-D

SUPPLEMENTAL COOPERATIVE AGREEMENT NO. 2

0197

FOR THE COMPLETION OF CEDAR AVENUE CHANNEL

BETWEEN PECOS ROAD AND LAS VEGAS WASH

PROJECT NC. B810630

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into as of the 24th day of July, 1985, by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and the City of Las Vegas, a municipal corporation, hereinafter referred to as CITY.

WITNESSETH

WHEREAS, the COUNTY and CITY entered into a Cooperative Agreement dated June 1, 1982 and a Supplemental Cooperative Agreement dated February 7, 1984, to construct Cedar Avenue Channel between Pecos Road and Las Vegas Wash, hereinafter referred to as Cedar Avenue Channel Improvements, and to construct a sewer siphon in the vicinity of Sloan Lane and within the Las Vegas Wash, hereinafter referred to as Las Vegas Wash Improvements; and

WHEREAS, the CITY has completed the design and construction of Cedar Avenue Channel Improvements and the Las Vegas Wash Improvements; and

WHEREAS, completion of these projects and final disbursement of funds now require accounting of all expenditures.

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

Paragraphs one(1), two (2), three (3), five (5), six (6) and the last paragraph of SECTION II - PROJECT COSTS of the Cooperative Agreement dated June 1, 1982 and all of the SECTION II - PROJECT COSTS paragraphs in the Supplemental Cooperative Agreement dated February 7, 1984, are changed to read as follows:

SECTION II - PROJECT COSTS

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

1. Preparation of right-of-way drawings and descriptions for construction easements was completed at a total cost of \$1,030.56. This amount was reimbursed to the CITY by the COUNTY from Bond Issue funds.
2. Engineering design, drafting and preparation of contract documents completed at a total cost of \$131,212.18, for the Cedar Avenue Channel Improve-

CITY COUNCIL MINUTES - JUNE 5, 1985

ments and \$27,247.50 for the Las Vegas Wash Improvements. These amounts were reimbursed to CITY by the COUNTY from Bond Issue funds.

0198

3. Acquisition of right-of-way necessary for the Cedar Avenue Channel Improvements was completed at a total cost of \$29,620.60, which also includes related escrow and recording fees. This amount was reimbursed to CITY by the COUNTY from Bond Issue funds.
5. The construction of Cedar Avenue Channel Improvements and the Las Vegas Wash Improvements was completed at a total cost of \$1,427,786.21 and \$285,000.00 respectively. These amounts were reimbursed to CITY by the COUNTY from Bond Issue funds.
6. Contract supervision, field staking, construction inspection and testing to insure compliance with contract documents was completed at a total cost of \$141,792.44 for the Cedar Avenue Channel Improvements and \$34,207.56 for the Las Vegas Wash Improvements. These amounts were reimbursed to CITY by the COUNTY from Bond Issue funds.

The actual total costs for the Cedar Avenue Channel Improvements and the Las Vegas Wash Improvements are \$1,731,441.99 and \$346,455.06, respectively. These amounts were reimbursed to CITY by the COUNTY from Bond Issue funds. It is further understood that after the date of this Supplemental Agreement, no further costs will be charged to these PROJECTS and the COUNTY'S financial obligation on said PROJECTS are terminated.

All other terms, conditions and provisions of the Cooperative Agreement dated June 1, 1982 and Supplemental Cooperative Agreement No. 1 dated February 7, 1984, remain unchanged.

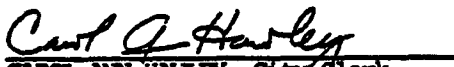
ATTEST:


LORETTA BOWMAN, County Clerk

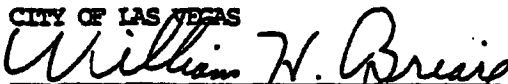
COUNTY OF CLARK


THALIA M. DONDERO, Chairman

ATTEST:


CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS


WILLIAM H. BRIARE, Mayor

APPROVED AS TO LEGALITY AND FORM


MELVIN R. WHIPPLE
Deputy District Attorney

June 5, 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

V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)

E. Approval of Supplemental Cooperative Agreement No. 1 with Clark County re: Construction of Marion Drive Bridge

Levy -
APPROVED Items A,
B, C, D, E and F.
Unanimous

Staff to proceed

F. Approval of Cooperative Agreement with the County of Clark to Fund Flood Control Projects at Lamb Boulevard and Las Vegas Wash and Lamb Boulevard and Washington Avenue

Levy -
APPROVED Items A,
B, C, D, E and F.
Unanimous

Staff to proceed

G. Approval of Consultant Agreement with G.C. Wallace, Inc. for Engineering Services in Connection with the City's Lamb Boulevard/Las Vegas Wash Bridge Project

Lurie -
APPROVED Items G,
H and I.
Unanimous

Staff to proceed
Carl Malone, City
Engineer,
appeared.

H. Approval of Consultant Agreement with Gunny, Brizendine and Poggemeyer Engineers/Planners in Connection with the City's Lamb Boulevard/Washington Avenue Channel Bridge Project

Lurie -
APPROVED Items G,
H and I.
Unanimous

Staff to proceed
Carl Malone, City
Engineer,
appeared.

City of Las Vegas

CITY COUNCIL MINUTES - JUNE 5, 1985

AGENDA DOCUMENTATION

Date: May 30, 1985

TO: The City Council

FROM: *James F. Quinn*
CITY ATTORNEY

0200

SUBJECT: Supplemental Cooperative Agreement No. 1 with Clark County Re:
Construction of Marion Drive Bridge

PURPOSE/BACKGROUND

On December 1, 1981, the City of Las Vegas and Clark County entered into a cooperative agreement pursuant to which the City was to construct a bridge structure at Marion Drive and the Cedar Avenue Channel and would be reimbursed for the eligible costs which it incurred in so doing from the proceeds of an issue of Clark County flood control bonds. The project has now been completed at a cost of \$119,211.81 of which \$91,600.81 was reimbursed to the City by the County and \$27,611.00 was paid by the City from other sources.

In the agreement which is before you, both parties acknowledge that the project has been completed and that the division of costs as aforesaid is in accordance with the original agreement.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve Supplemental Cooperative Agreement No. 1 for the completion of the Marion Drive Bridge and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-E

SUPPLEMENTAL COOPERATIVE AGREEMENT #1

FOR THE COMPLETION OF MARION DRIVE BRIDGE

AT CEDAR AVENUE CHANNEL

PROJECT NO. BE10570

0201

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into as of the 24 day of July, 1985, by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and the City of Las Vegas, a municipal corporation, hereinafter referred to as CITY.

WITNESSETH

WHEREAS, the COUNTY and CITY entered into a Cooperative Agreement dated December 1, 1981 to construct Marion Drive Bridge at the Cedar Avenue Channel Crossing, hereinafter referred to as PROJECT, using proceeds from the sale of COUNTY bonds; and

WHEREAS, the CITY has designed and constructed the PROJECT; and

WHEREAS, completion of the PROJECT and final disbursement of funds now require accounting of all expenditures.

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

Paragraphs one(1), two (2), four (4), five (5) and the last paragraph of SECTION II - PROJECT COSTS of the Cooperative Agreement dated December 1, 1981 changed to read as follows:

SECTION II - PROJECT COSTS

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

1. Preparation of drawings and descriptions for construction easements was not performed, therefore, no expenditures were required.
2. Engineering design, drafting and preparation of contract documents was completed at a total cost of \$9,704.21. This amount was reimbursed to the CITY by the COUNTY from Bond Issue funds.
4. The construction of said PROJECT was completed by competitive bid contract at a total cost of \$92,970.41. Of this amount, \$65,359.41 was reimbursed by the COUNTY from the Bond Issue Funds and the remaining amount was paid by the CITY from other sources.
5. Contract supervision, field staking, construction inspection and

testing to insure compliance with contract documents was completed at a total cost of \$16,537.19. This amount was reimbursed to the CITY by the COUNTY from Bond Issue funds.

0202

The actual total costs for this PROJECT was \$119,211.81. Of this amount \$91,600.81 has been paid by COUNTY from Bond Issue funds. The remaining amount of \$27,611.00 was paid by the CITY from other sources. It is further understood that after the date of this Supplemental Agreement, no further costs will be charged to this PROJECT and the COUNTY'S financial obligation on said PROJECT is terminated.

All other terms, conditions and provisions of the Cooperative Agreement dated December 1, 1981, remains unchanged.

REVISED

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

COUNTY OF CLARK

Thalia M. Dondero
THALIA M. DONDERO, Chairman

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS

William H. Briare
WILLIAM H. BRIARE, Mayor

APPROVED AS TO LEGALITY AND FORM

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

AGENDA DOCUMENTATION

TO: The City Council

FROM: *Val Steel*
DEPUTY CITY ATTORNEY

SUBJECT: Approval of Cooperative Agreement with the County of Clark to Fund Flood Control Projects at Lamb Boulevard and Las Vegas Wash and Lamb Boulevard and Washington Avenue

PURPOSE/BACKGROUND

In the past, flood conditions at these two locations have resulted in the loss of life and severe damage to surrounding properties.

The existing roadway on Lamb Boulevard at the Wash is only a few feet higher than the bottom of the channel. The existing box culvert at the Washington Avenue Channel and Lamb Boulevard is not large enough to permit flood waters to pass under the existing roadway.

During flooding conditions Lamb Boulevard must be closed to through traffic at the Las Vegas Wash area due to the depth of water over the existing roadway. In the area of the Washington Avenue Channel, flood waters overflow the existing roadway causing severe erosion damage to surrounding properties.

The Department of Design and Development has solicited 65 firms for flood control projects and 11 proposals were received. G.C. Wallace Engineers was selected to perform the engineering services for a bridge structure at Lamb Boulevard and the Las Vegas Wash, and Gunny, Brizendine and Poggemeyer Engineers/Planners was selected to perform the engineering services for a bridge structure at Lamb Boulevard and the Washington Avenue Channel.

It is proposed that design of these projects be funded with the proceeds of the sale of Clark County bonds in accordance with the attached Cooperative Agreement, which has been reviewed and approved by the City Attorney's Office.

FISCAL IMPACT

\$120,000.00 - Funds are available through the Clark County Bond Issue.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Cooperative Agreement and the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-F

COOPERATIVE AGREEMENT TO FUND

0204

BRIDGE STRUCTURE AT LAS VEGAS WASH AND LAMB BOULEVARD

AND

BRIDGE STRUCTURE AT WASHINGTON CHANNEL AND LAMB BOULEVARD

THIS AGREEMENT, is made and entered into as of the 2nd day of July, 1985, by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, the CITY desires to prepare contract plans and specifications for the construction of two (2) bridges along Lamb Boulevard, as hereinafter described; and

WHEREAS, the COUNTY agrees to fund the preparation of said contract plans and specifications from the proceeds of the sale of COUNTY bonds; and

WHEREAS, the parties desire to set forth the criteria for said funding.

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

SECTION I - SCOPE OF PROJECT

This Agreement applies to the design of two (2) bridge structures along Lamb Boulevard, one will span the Las Vegas Wash, the other will span the Washington Channel. These two (2) bridge structures identified as Project No. B810307, shall consist of bridge structures, including related pipes, channels, roadways, utility adjustments and appurtenances as may be necessary. The design will be funded by the COUNTY with the proceeds of a bond issue as herein provided.

SECTION II - PROJECT COSTS

COUNTY agrees to fund project costs within the limits specified below:

1. Preparation of right-of-way drawings, descriptions, title reports, right-of-way engineering, surveys, appraisals, engineering design, drafting and preparation of contract documents, at a cost not to exceed \$120,000.00.
2. Bond issue revenues will not be used for any planning, survey, property appraisal, negotiation, acquisition, construction, or any other costs, which were incurred prior to the date of this agreement.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE

July 9, 1985
LORETTA BOWMAN, County Clerk and Clerk
of the Eighth Judicial District Court, in and
for the County of Clark, State of Nevada.

3. Private funds deposited with the CITY or other institutions by developers, individuals, or others, in lieu of required improvements which are funded herein will be used to supplement bond issue revenues in designing and constructing these bridges.
4. Administration and overhead costs will not be reimbursed by bond issue revenues.
5. Bond issue revenues will not be used to accomplish regional planning activities.
6. It is essential that prompt final accounting be accomplished on this project, therefore, all invoices shall be submitted to the COUNTY by the CITY for payment by March 31, 1986 or within ninety (90) calendar days after the award of a contract for the construction of each bridge has been made by the City Council, whichever occurs first.

SECTION III - SPECIAL CONDITIONS

1. The CITY will provide the COUNTY with a project schedule for each bridge indicating the anticipated dates for completion of final plans; specifications and estimates; and award of contracts. This information shall be updated monthly.
2. The CITY at its own discretion may use the services of a consultant(s) in the design of these bridges and the COUNTY will not be a party to such agreements. However, the use of consultants will not entitle the CITY to additional funds beyond that specified in Paragraph 1 in SECTION II - PROJECT COSTS as hereinabove set forth.
3. The CITY shall be responsible for the design of the subject bridges and will insure all work is accomplished in accordance with professionally recognized standards.
4. The CITY will provide the COUNTY with preliminary plans, specifications and estimates for review and comments to determine the COUNTY'S needs and requirements associated with the subject bridges.

SECTION IV - OTHER PROVISIONS

1. The current edition of the Policies and Procedures adopted by the Regional Transportation Commission will apply in developing this project unless specifically superceded by this agreement.
2. COUNTY will make a payment to the CITY each month for the costs of the

project as outlined in SECTION II - PROJECT COSTS. Invoices for such must identify and allocate all costs to the categories noted below:

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- a. Administration
 - b. Right-of-Way
 1. Engineering
 2. Appraisals
 - c. Materials Testing
 1. Exploration and investigation
 - d. Surveying
 1. Location, topographic, alignment, cross sections (all work prior to award of contract).
 - e. Engineering
 1. Design and specifications
 2. Drafting and plan preparation
 3. Review and checking
 4. Identifiable project reproduction and printing costs
 - f. Overhead
3. Accurate documentation of all work done and payments made on this project will be maintained by the CITY for a period of three (3) years after final project approval and payment.
 4. The COUNTY reserves the right to review and/or audit all records pertaining to this project both during and after project completion.
 5. The CITY will be responsible for any loss, damage, liability, cost, or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Agreement.
 6. In the event the items covered herein have not been completed to the satisfaction of the COUNTY prior to December 31, 1985, the COUNTY may at any time thereafter, terminate this Agreement and the CITY agrees to repay all funds advanced therefor.
 7. Any costs found to be improperly allocated to this project will be refunded by the CITY to the COUNTY.
 8. It is understood and agreed that the function of the COUNTY in this Agreement is to fund the improvements as hereinabove set forth with a portion of the proceeds of the sale of COUNTY bonds. It is further understood and agreed that the CITY is solely responsible for the design and construction of its projects and will hold COUNTY harmless for any liability therefore

except the funding provided by this Agreement.

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

George F. Ogilvie
GEORGE F. OGILVIE
City Attorney

DATE OF COMMISSION ACTION:

July 2, 1985

ATTEST:
Loretta Bowman
LORETTA BOWMAN, COUNTY Clerk

COUNTY OF CLARK

BY: Thalia M. Dondero
THALIA M. DONDERO, Chairman

CITY OF LAS VEGAS

BY: William H. Briare
WILLIAM H. BRIARE, Mayor

DATE OF COUNCIL ACTION:

June 5, 1985

ATTEST:
Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

CITY COUNCIL MINUTES - JUNE 5, 1985

AGENDA DOCUMENTATION

Date: May 28, 1985

TO: The City Council

FROM: *Val Stood*
DEPUTY CITY ATTORNEY

0208

SUBJECT: Approval of Consultant Agreement with G.C. Wallace, Inc. for Engineering Services in Connection with the City's Lamb Boulevard/Las Vegas Wash Bridge Project

PURPOSE/BACKGROUND

In the past, flood conditions at the above location has resulted in the loss of life and severe damage to surrounding properties. The existing roadway on Lamb Boulevard at the Las Vegas Wash is only a few feet higher than the bottom of the channel. During flooding conditions Lamb Boulevard must be closed to through traffic at the Las Vegas Wash area due to the depth of water over the existing roadway.

The Department of Design and Development has solicited 65 firms for flood control projects and 11 proposals were received. G.C. Wallace Engineers was selected as the consultant to perform the engineering services for a bridge structure at Lamb Boulevard and the Las Vegas Wash.

Upon approval of the attached agreement, the consultant will provide such services as are required to prepare for construction, including surveying, soils testing and the preparation of drawings, and bid documents, etc.

The City is presently in negotiations with Clark County to establish funding through a cooperative agreement for the design of this project.

The attached agreement has been reviewed and approved by the City Attorney's Office.

FISCAL IMPACT

Not to exceed \$75,000.00 - Funds are available through the Clark County Bond Issue.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Consultant Agreement and the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-G

1 CONTRACTING ENGINEER'S AGREEMENT

2
3 THIS AGREEMENT, and accompanying Supplemental Terms,
4 made and entered into as of the 5th day of June, 1985,
5 by and between the CITY OF LAS VEGAS, NEVADA, a municipal cor-
6 poration and political subdivision of the State of Nevada
7 (hereinafter referred to as the "CITY OF LAS VEGAS") and G.C.
8 WALLACE, INC., a Nevada corporation (hereinafter referred to as
9 "CONSULTANT").

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

11
12 WHEREAS, CITY OF LAS VEGAS desires to have the Design
13 Engineering Services performed for the project known as:

14 Lamb Boulevard/Las Vegas Wash Bridge (hereinafter
15 referred to as the "Project"); and

16 WHEREAS, the CITY OF LAS VEGAS desires to retain the
17 services of the consultant, G.C. WALLACE, INC., to provide the
18 Design Engineering Services hereinafter set forth for the purposes
19 of:

- 20 1. Performing design surveys and mapping
21 2. Performing design soils investigation
22 3. Preparing design drawings, specifications, and
23 cost estimates to be used for construction of the
24 Project.

25 NOW, THEREFORE, in consideration of the foregoing
26 premises, the parties hereto agree to the following terms, con-
27 ditions and covenants set forth in Sections I through VII
28 hereinafter provided and to the Supplemental Terms, Sections I
29 through XXI, set forth in Exhibit "A" attached hereto and incor-
30 porated hereinafter by this reference as a part of this Agreement.
31 As used hereinafter, the term "Agreement" refers both to Sections
32 I through VII and to the Supplemental Terms attached hereto as

1 Exhibit "A".

2 SECTION I: SERVICES OF CONSULTANT

3 The CONSULTANT agrees to provide the following services:

4 A. Basic Services

5 1. Design Report Phase

6 (a) Consult with the CITY OF LAS VEGAS to
7 clarify and define the Project require-
8 ments, review available data and discuss
9 general scheduling requirements. Confer,
10 as necessary, with approving and regula-
11 tory agencies and with affected utilities.

12 (b) Provide a general comparative economic
13 analysis of five alternative-type bridge
14 structures for the Project, as follows:

- 15 - Multi-span, Flat Slab Concrete
- 16 - Single-span Concrete
- 17 - Two-span Concrete
- 18 - Single-span Steel/Concrete Composite
- 19 - Two-span Steel/Concrete Composite

20 (c) Prepare preliminary hydraulic calcula-
21 tions for the proposed bridge crossing.

22 (d) Prepare a report containing schematic
23 layouts, sketches and conceptual design
24 criteria with appropriate exhibits. The
25 report will include a brief presenta-
26 tion/discussion of advantages and/or
27 disadvantages for the five alternative-
28 type structures, and will state the
29 CONSULTANT'S recommendations and estimate
30 of probable costs for the Project.

31 2. Preliminary Design Phase

32 (a) Upon receipt of CITY OF LAS VEGAS approval

1 of the design report, prepare preliminary
2 design drawings and specifications for
3 all proposed Project construction. Said
4 preliminary design drawings shall, where
5 practical, be in the form of red-line
6 plans and/or sketches and shall include
7 roadway transitions and channel tran-
8 sitions not to exceed 1000 feet on either
9 side of the bridge structure.

10 (b) Provide the CITY OF LAS VEGAS with one
11 (1) set of preliminary design drawings
12 and specifications for review purposes.

13 (c) Assist the CITY OF LAS VEGAS in coordin-
14 ating with utility companies and regula-
15 tory agencies. Meet with regulatory
16 agencies as required.

17 (d) Provide the CITY OF LAS VEGAS with a map
18 delineating the rights-of-way and ease-
19 ments needed to construct the Project,
20 including temporary construction
21 easements.

22 3. Final Design Phase

23 (a) Upon receipt of CITY OF LAS VEGAS approval
24 of preliminary design drawings, prepare
25 final 24 x 36 mylar design drawings,
26 specifications and bidding documents for
27 all proposed Project construction. Said
28 design drawings shall include any adjust-
29 ments and/or relocations of existing
30 utilities which will be required for the
31 construction of the Project.

32 (b) Following completion of the design draw-

1 ings and specifications, prepare a
2 detailed construction cost estimate.

- 3 (c) Assist the CITY OF LAS VEGAS in adver-
4 tising for bids, conducting the pre-bid
5 conference, preparing any necessary
6 addenda, and obtaining bids for the
7 Project construction.

8 Furnish the CITY OF LAS VEGAS with thirty
9 (30) copies of plans and specifications
10 for distribution to bidders and regula-
11 tory agencies, and thereafter a maximum
12 of twenty (20) additional copies as
13 required by the CITY.

- 14 (d) Be present at the bid opening and tabu-
15 late bids received. Analyze bids and
16 make recommendations to the CITY OF LAS
17 VEGAS for the award of the construction
18 contract.

19 B. Special Services

20 1. Design Report/Design Phase

- 21 (a) Perform field surveys as required for
22 design purposes, and establish local
23 benchmarks (horizontal control will be
24 based on right-of-way information pro-
25 vided by CITY OF LAS VEGAS).
26 (b) Perform design soils investigation and
27 report, including three test borings,
28 two trenches, and necessary sampling
29 and analyses.
30 (c) Pothole existing utilities as required
31 for design purposes, to resolve construc-
32 tion conflicts.

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- 1 (d) Prepare and submit an application to
2 the Federal Emergency Management Agency
3 as required to appeal the boundaries of
4 the flood hazard area directly associated
5 with the construction of the bridge
6 structure and channel improvements at
7 Lamb Boulevard at the Las Vegas Wash.

8 SECTION II: RESPONSIBILITIES OF THE CITY OF LAS VEGAS

9 During the period of this Agreement, the CITY OF LAS
10 VEGAS shall designate a project representative to provide the
11 following:

- 12 A. Provide the CONSULTANT with available pertinent
13 information in regard to available right-of-way,
14 previous designs in the immediate area of the
15 Project, drawings, specifications, and any other
16 available data relative to design of the project.
17 B. Prepare all required documents for right-of-way
18 and/or easements.
19 C. Obtain approvals of all agencies, authorities,
20 and individuals, as required for the Project.
21 D. Examine reports, designs, cost estimates, and
22 other documentation presented by the CONSULTANT,
23 and render decisions pertaining thereto.

24 SECTION III: COMPENSATION AND MANNER OF PAYMENT

- 25 A. For the services described in Section I, the
26 CITY OF LAS VEGAS agrees to pay the CONSULTANT,
27 as a lump-sum fee, the lesser of the following
28 amounts:

- 29 (1) 7.5% of the amount of the successful bid
30 for construction of the Project; or
31 (2) \$75,000.00.

32 It is understood and agreed that the total fee

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1 payable hereunder shall not exceed the applicable
2 lump-sum amount as determined in accordance with
3 this Subsection (A). It is further understood
4 and agreed that the maximum fee limitations and
5 invoicing provisions contained in this Section do
6 not in any way diminish the CONSULTANT'S obliga-
7 tion to perform the services set forth in Section
8 I.

9 It is further understood and agreed that the
10 aggregate total of all invoices submitted by the
11 time the Project construction is advertised for
12 bids shall not exceed \$50,000.00. The balance, if
13 any, of the lump-sum fee provided for in this
14 Agreement will be paid to the CONSULTANT upon
15 1) award of a contract for Project construction or
16 cancellation of the Project, and 2) submission of
17 a final invoice.

18 B. Manner of Payment: CONSULTANT, as a prerequisite
19 to the obligation on the part of the CITY OF LAS
20 VEGAS for payment of any compensation as herein
21 provided, shall submit to the CITY OF LAS VEGAS
22 on a monthly basis invoices for services performed
23 during the preceding month. Invoice amounts shall
24 be based upon the CONSULTANT'S estimate of the
25 percentage of performance completed. Invoices
26 shall also detail the number of hours worked by
27 the CONSULTANT'S employees in performing this
28 Agreement. Payment of invoices is due within 30
29 days after their receipt.

30 In the event the Project is cancelled, the total
31 compensation due under this Agreement shall be
32 7.50% of the estimated construction cost of the

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1 improvements for the work depicted on the Project
2 bid documents. The cost estimate referred to above
3 shall be one which is mutually agreed upon by the
4 parties.

5 SECTION IV: TIME OF PERFORMANCE

6 CONSULTANT is authorized to commence the performance
7 of services hereunder upon receipt of a Notice to Proceed. CON-
8 SULTANT agrees to complete the performance of the services under
9 Section I of this Agreement within ninety (90) calendar days after
10 receipt of said Notice, excluding, however from said performance
11 period such review time as taken by the CITY OF LAS VEGAS to re-
12 view the design report and design drawings and specifications
13 submitted by the CONSULTANT.

14 SECTION V: INSURANCE

15 A. CONSULTANT shall provide and maintain during the
16 existence of this Agreement for the protection of
17 the CONSULTANT and the CITY OF LAS VEGAS, the
18 following insurance coverage:

- 19 1. State Industrial Insurance System Insurance
20 covering its full liability under the State
21 Industrial laws of the State of Nevada as
22 required by the State Industrial Insurance
23 Commission, or equivalent coverage approved
24 by the CITY OF LAS VEGAS.
- 25 2. Automobile Liability Insurance in the amount of
26 Five Hundred Thousand Dollars (\$500,000), with
27 the CITY OF LAS VEGAS named as an additional
28 insured party.
- 29 3. Professional Liability Insurance or Errors and
30 Omissions Insurance in the amount of One
31 Million Dollars (\$1,000,000) insuring against
32 the negligent errors and omissions committed

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1 by the CONSULTANT in the performance of this
 2 Agreement. Said insurance Coverage shall be
 3 provided and maintained during the existence
 4 of this Agreement and for an additional period
 5 of two years after acceptance by the CITY OF
 6 LAS VEGAS of the constructed project.

7 B. Prior to the commencement of this Agreement and as
 8 a condition precedent thereto, the CONSULTANT will
 9 obtain the insurance coverage required hereunder
 10 and will furnish Certificates of Insurance to the
 11 CITY OF LAS VEGAS demonstrating the procurement of
 12 such insurance.

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

25 SECTION VI: NOTICES

26 Any notice required under this Agreement shall be sent
 27 to the following addresses:

28 CITY OF LAS VEGAS

CITY OF LAS VEGAS
 City Engineer
 400 East Stewart
 Las Vegas, Nevada 89101

30 CONSULTANT

G.C. WALLACE, INC.
 1555 South Rainbow Boulevard
 Las Vegas, Nevada 89102

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1 SECTION VII: ENTIRE AGREEMENT

2 The foregoing Sections I through VII, along with
3 Sections I through XXI of the Supplemental Terms (Exhibit "A")
4 and any other attached Exhibits constitute the entire Agreement
5 between the parties hereto with respect to the matters covered
6 therein.

7 IN WITNESS WHEREOF, this Agreement is hereby executed as
8 of the date first above set forth:

9 CITY OF LAS VEGAS, NEVADA
10 a Municipal Corporation,

11 By William H. Briare
12 WILLIAM H. BRIARE, MAYOR

13 ATTEST:

14
15 Carol Ann Hawley
16 Carol Ann Hawley, City Clerk

17
18 G.C. WALLACE, INC.

19
20 By G. J. Spinkelink
21 Gary J. Spinkelink,
22 Senior Vice President

23 ATTEST:

24 Carl Kuchni
25
26
27
28
29
30
31
32

EXHIBIT "A"

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SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

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

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

SECTION III: DEFAULT

A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called

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"Events of Default");

1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work

1 by such means as CITY OF LAS VEGAS may see fit, deduct-
2 ing from any balance due CONSULTANT the cost of finish-
3 ing the work if the CITY OF LAS VEGAS cannot complete
4 the performance of this Agreement with the remaining
5 funds originally set aside and budgeted for this pro-
6 ject and paying the excess, if any, to CONSULTANT and in
7 the event the cost of finishing CONSULTANT's work exceed
8 the balance due CONSULTANT, such excess shall be paid
9 by CONSULTANT to CITY OF LAS VEGAS within five (5)
10 days of invoicing by CITY OF LAS VEGAS, or (b) terminate
11 this Agreement and all the obligations imposed hereunder,
12 including the obligation of any further payment for the
13 services of the CONSULTANT except for the reasonable
14 value for all work and services performed to the date of
15 termination. The costs and expenses of completing the
16 work of CONSULTANT shall be computed and audited by
17 CITY OF LAS VEGAS' designated representative, whose
18 certification thereof shall be final and binding upon
19 the parties. The audit shall be made in accordance
20 with generally accepted accounting principles and
21 CONSULTANT shall pay all costs of such audit.

22 B. In the event CITY OF LAS VEGAS is required to perform
23 or does perform or hires others to perform any work or
24 services because of the default of the CONSULTANT, the
25 cost thereof, plus an additional ten percent (10%) to
26 cover CITY OF LAS VEGAS' overhead expenses, shall be
27 promptly paid by CONSULTANT to CITY OF LAS VEGAS.

28 C. It is expressly agreed that CITY OF LAS VEGAS reserves
29 the right to offset any and all claims made by CONSUL-
30 TANT for payment of its fees hereunder or the reimburse-
31 ment of additional costs it incurred, with any claims
32 that CITY OF LAS VEGAS might have against CONSULTANT for

1 failure to comply with any of the terms and conditions
2 of this Agreement.

3 SECTION IV: OWNERSHIP OF DOCUMENTS

4 All plans, drawings, specifications, calculations,
5 reports or other like documents given, prepared or assembled by
6 the CONSULTANT or any subcontractors which are related to the
7 performance of this Agreement are deemed to be the property of
8 the CITY OF LAS VEGAS. In the event of completion or termina-
9 tion of this Agreement, the CITY OF LAS VEGAS reserves the right
10 to require delivery of any and all plans, drawings, specifica-
11 tions, calculations, reports or other like documents not in its
12 possession.

13 SECTION V: INDEMNITY

14 Notwithstanding any of the insurance requirements here-
15 inabove set forth or limits of liability set forth therein,
16 CONSULTANT shall protect, indemnify and hold harmless the CITY
17 OF LAS VEGAS, its officers and employees from any and all claims,
18 damages, losses, expenses, suits, actions, decrees, judgments,
19 attorney fees and court costs which the CITY OF LAS VEGAS, its
20 officers or employees may suffer, or which may be sought against,
21 recovered from or obtainable against the CITY OF LAS VEGAS, its
22 officers or employees as a result of, or by reason of, or arising
23 out of the negligent acts or omissions of the CONSULTANT, its
24 subcontractors or agents or anyone directly or indirectly employed
25 by the subcontractor or agent, in fulfillment or performance of
26 the terms, conditions or covenants of this Agreement.

27 It is expressly agreed that the CONSULTANT shall, at
28 its own cost, defend any and all suits or actions that may be
29 brought against the CITY OF LAS VEGAS, its officers or employees
30 by reason of any negligent act or omission against which the
31 CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the
32 CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have

1 the right to defend same and to charge all direct and incidental
2 costs of such defense to the CONSULTANT, including court costs and
3 counsel fees.

4 SECTION VI: ASSIGNMENT

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

15 SECTION VII: WAIVER

16 No consent or waiver, express or implied, by either
17 party to this Agreement to or of any breach or default by the
18 other in the performance of any obligations hereunder shall be
19 deemed or construed to be a consent or waiver to or of any other
20 breach or default by such party hereunder. Failure on the part of
21 any party hereto to complain of any act or failure to act of the
22 other party or to declare that other party in default hereunder,
23 irrespective of how long such failure continues, shall not con-
24 stitute a waiver of the rights of such party hereunder. Inspec-
25 tion by, payment by, or tentative approval or acceptance by CITY
26 OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any
27 inspection hereunder, shall not constitute a final acceptance of
28 the work or any part thereof and shall not release CONSULTANT of
29 any of its obligations hereunder.

30 SECTION VIII: DESIGNATION OF REPRESENTATIVE

31 The Director of Public Services or his authorized
32 representative is hereby designated as the CITY OF LAS VEGAS'

1 representative with respect to the work to be performed under
2 this Agreement. Said representative shall have complete authority
3 to transmit instructions, receive information, interpret and
4 define CITY OF LAS VEGAS' policies and decisions with respect
5 to the services of the CONSULTANT.

6 SECTION IX: CONSULTANT WARRANTIES

7 CONSULTANT represents and warrants:

- 8 A. That it is financially solvent, able to pay its debts
9 as they mature, and possessed of sufficient working
10 capital to complete this Agreement; that it is able to
11 furnish the plant, tools, materials, supplies, equip-
12 ment and labor, and is experienced in and competent to
13 perform the work contemplated by this Agreement, and
14 that it is qualified to do the work herein and is
15 authorized to do business in the State of Nevada.
- 16 B. That the CONSULTANT holds a license, permit or other
17 special license to perform the services included in
18 this Agreement, as required by law, or employs or works
19 under the general supervision of the holder of such
20 license, permit or special license.

21 SECTION X: CONSULTANT'S EMPLOYEES

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

32

1 SECTION XI: INDEPENDENT CONTRACTOR

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

7 SECTION XII: APPLICABLE LAW

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

10 SECTION XIII: COMPLIANCE WITH LAWS

11 The CONSULTANT shall in the performance of its obliga-
12 tions hereunder comply with all applicable laws, rules and regula-
13 tions of all governmental authorities having jurisdiction over
14 the performance of this Agreement, including the Federal Occupa-
15 tional Health and Safety Act and all state and federal laws pro-
16 hibiting and/or related to discrimination by reason of race, sex,
17 age, religion or national origin.

18 SECTION XIV: SEVERABILITY

19 In the event that any provision of this Agreement
20 shall be held to be invalid or unenforceable, the remaining pro-
21 visions of this Agreement shall remain valid and binding on the
22 parties hereto.

23 SECTION XV: PROHIBITION AGAINST
24 CONTINGENT FEES

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

1 fee.

2 SECTION XVI: PUBLICITY

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

6 SECTION XVII: ARBITRATION

7 A. All claims, disputes and other matters in question
8 between the parties to this Agreement arising out of or
9 relating to this Agreement or the breach thereof, may,
10 at the option of the aggrieved party, be decided by
11 arbitration in accordance with the Construction Industry
12 Arbitration Rules of the American Arbitration Associa-
13 tion then obtaining unless the parties mutually agree
14 otherwise. No arbitration arising out of or relating
15 to this Agreement shall include, by consolidation,
16 joinder or in any other manner, any additional person
17 not a party to this Agreement except by written consent
18 which contains a specific reference to this Agreement
19 and which is signed by the CITY OF LAS VEGAS. Any con-
20 sent to arbitration involving an additional person or
21 persons shall not constitute consent to arbitration of
22 any dispute not described therein or with any person
23 not named or described therein. This agreement to
24 arbitrate and any agreement to arbitrate with an addi-
25 tional person or persons duly consented to by the CITY
26 OF LAS VEGAS shall be specifically enforceable under
27 the prevailing arbitration law.

28 B. It is further expressly agreed and understood between
29 the parties that in the event the CITY OF LAS VEGAS is
30 named as a party to any arbitration action arising out
31 of, or resulting from, the construction of the Project,
32 the CONSULTANT agrees and irrevocably consents, at the

1 option of the CITY OF LAS VEGAS, to be joined as a
2 party in the arbitration proceeding and to be bound by
3 any decision resulting therefrom and further irrevocably
4 consents to the joinder, in any arbitration to which it
5 is a party, of the contractor with respect to the
6 Project.

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

14 C. In order for the CONSULTANT to be able to arbitrate
15 any claim, dispute or other matter in question between
16 the parties, written notice must be given to the CITY
17 OF LAS VEGAS within thirty (30) days after the claim,
18 dispute or other matter arises. In order for the CITY
19 OF LAS VEGAS to be able to arbitrate any claim, dispute
20 or other matter in question between the parties, written
21 notice must be given to the CONSULTANT within sixty (60)
22 days after the claim, dispute or other matter arises.
23 The purpose of such notification is to place the other
24 party on notice so that proper measures can be taken
25 to properly defend against such claim, dispute or other
26 matter, and the failure to give such notice shall pre-
27 clude the party desiring arbitration from subsequently
28 arbitrating that particular claim, dispute or other
29 matter.

30 D. The filing of the aforementioned written notice shall
31 preserve that party's right to arbitration, but shall
32 not obligate the party to proceed with arbitration. In

1 the event that either party desires to proceed with the
2 arbitration of any claim, dispute, or other matter with
3 respect to which such notice has been given, a
4 written demand for arbitration shall be filed in writ-
5 ing with the other party and with the American Arbitra-
6 tion Association within sixty (60) days after the filing
7 of the Certificate of Substantial Completion with
8 respect to the Project, and the failure to make such
9 demand shall forever bar such claim, dispute or other
10 matter from being arbitrated.

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

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

22 SECTION XVIII: CONFIDENTIALITY

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

31 SECTION XIX: SITE INSPECTION

32 CONSULTANT represents that it has inspected the location

1 or locations of the Project and all data relating thereto, includ-
2 ing, but not limited to, soil test reports and data, and loca-
3 tion of adjacent structures and utilities, and has satisfied
4 itself as to the condition thereof and that the CONSULTANT
5 compensation as provided for in the Section entitled "Compensa-
6 tion" of the Agreement to which these Supplemental Terms are
7 attached thereto as Exhibit "A", is just and reasonable compensa-
8 tion for performance hereunder, including all foreseen and fore-
9 seeable risks, hazards and difficulties in connection therewith.

10 SECTION XX: SUBCONTRACTS

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

- 14 A. A provision that CONSULTANT agrees to pay the sub-
15 contractor when paid for that portion of the work by
16 the CITY OF LAS VEGAS, that no liability arises on the
17 part of the CONSULTANT to the subcontractor for payment
18 of the subcontracted work until payment has been made
19 by the CITY OF LAS VEGAS, and that if the CITY OF LAS
20 VEGAS has paid the CONSULTANT for said subcontracted
21 work, then the subcontractors only recourse is against
22 the CONSULTANT and not against the CITY OF LAS VEGAS,
23 either through the institution of legal or equitable
24 action or the attachment of any lien;
- 25 B. A provision that the subcontractors have no more rights
26 against the CITY OF LAS VEGAS than that of the CON-
27 SULTANT;
- 28 C. A provision that the subcontractor agrees to be bound
29 by all the terms, conditions and obligations of this
30 Agreement unless the CITY OF LAS VEGAS has approved any
31 deviations, changes or modifications in writing; and
32 D. A provision that the subcontractor will obtain and

1 maintain professional errors and omissions insurance
2 coverage in connection with the subcontracted work in
3 an amount equal to that required of the CONSULTANT
4 as provided in Section IX of this Agreement.

5 SECTION XXI: MODIFICATION

6 All modification or amendments to this Agreement are
7 null and void unless reduced to writing and signed by the parties
8 hereto.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
RE: V-G - APPROVAL OF CONSULTANT AGREEMENT WITH G. C. WALLACE, INC.
FOR ENGINEERING SERVICES IN CONNECTION WITH THE CITY'S LAMB BOULEVARD/
LAS VEGAS WASH BRIDGE PROJECT

Page 1

MAYOR BRIARE:

Only with respect to the approval of the consultant agreement for G. C. Wallace, Inc., I don't want to go in, Mr. Malone, because it's been explained several times the method by which agreements, or consultants are chosen. Just recently, for the first time in a long time, I have heard a derogatory remark about the City's favoring one engineering firm over another. It went for a long time without my hearing anything of that nature, and more important than whether someone is complaining about the fact that one engineering firm is getting more work than the other, I would like to see that whatever engineer gets a job, that he recognizes who his employer is, and that he represents the City of Las Vegas. We have had such bitter discussions about some projects that have gone on where it simply ended up where the City had to extend a consultant contract to do what in my personal opinion he should have done in the first place, and, you know, in other words, my crystal ball on Monday is a pretty good one. I wished that when a consultant is chosen, he would stand by his mistakes or would stand by additional things that he didn't get into or something or the other. So what's my question, Carl? Were there a number of engineers besides Wallace that were -- and I have no argument with Wallace -- were there any engineers besides Wallace that had an opportunity to discuss with you these engineering services on Item G, and the same could hold true for Item H?

CARL MALONE:

Yes.

MAYOR BRIARE:

Okay. And the staff on some sort of a formula, which is not arbitrary, but which is very fair then was used? The same with Item H?

CARL MALONE:

That's correct.

MAYOR BRIARE:

That's -- I can't even pronounce the name -- Gunny, Brizendine and Poggemeyer. Are they local engineers?

CARL MALONE:

Yes, they are.

MAYOR BRIARE:

I just felt obliged to make those comments because --

COMMISSIONER LEVY:

I'd just like to make a comment.

MAYOR BRIARE:

-- especially -- especially, about the fact that the engineer will represent the City.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
RE: V-G - APPROVAL OF CONSULTANT AGREEMENT WITH G.C. WALLACE, INC.
FOR ENGINEERING SERVICES IN CONNECTION WITH THE CITY'S LAMB BOULEVARD/
LAS VEGAS WASH BRIDGE PROJECT

Page 2

COUNCILMAN LEVY: I'd like to -- I think Wallace has done an excellent job in representing the City. They were the ones on Oakey Boulevard who criticized staff because they didn't follow their recommendations when they were releasing the money when they said "don't," if you'll remember correctly, and I think they did an excellent job. That was before Carl, by the way. I didn't want to get his butt in the -- B.C. (Laughter)

MAYOR BRIARE: Well, I was not zeroing in on Scott Wallace or any other engineer.

COUNCILMAN LEVY: I just wanted to make that comment.

MAYOR BRIARE: But I do -- I was so impressed with the manner in which your department and Tom Graham's department and the architect that was chosen for the Fire Station worked together for the benefit of their client, the people of the City of Las Vegas, you know, by putting the contractor, and the engineer and everybody else's feet on the fire. That matter was resolved and it was not a happy incident every week at our meeting to have to chastise everybody, but there the architects were every time, right here sitting over in that area, representing the taxpayers of Las Vegas, so that for one job, we came out even or ahead. You're satisfied, Carl, that everything's alright, so I'm not going to argue.

COUNCILMAN LURIE: Carl, the money comes from the RTC, this money that we set aside on that interest from the bond issue?

CARL MALONE: If this is the interest on the bond issue.

COUNCILMAN LURIE: This is what we approved already at the RTC?

CARL MALONE: Yes. Yes.

COUNCILMAN LURIE: MAYOR, I'D MOVE FOR APPROVAL ON G, H, AND ALSO I. I have questions on I, but I'll approve it.

MAYOR BRIARE: Comments by Council Members? Cast your votes. Post. The MOTION'S APPROVED. (Unanimous vote of approval.)

(END OF DISCUSSION ON THIS MATTER.)

City of Las Vegas

CITY COUNCIL MINUTES - JUNE 5, 1985

AGENDA DOCUMENTATION

Date: May 28, 1985

0232

TO: The City Council

FROM: *Val Stodd*
DEPUTY CITY ATTORNEY

SUBJECT: Approval of Consultant Agreement with Gunny, Brizendine and Poggemeyer Engineers/Planners in Connection with the City's Lamb Boulevard/Washington Avenue Channel Bridge Project

PURPOSE/BACKGROUND

In the past, flood conditions at the above location has caused severe damage to surrounding properties. The existing box culvert at the Washington Avenue Channel and Lamb Boulevard is not large enough to permit flood waters to pass under the existing roadway. During flooding conditions, flood waters overflow the existing roadway, causing severe erosion damage to surrounding properties.

The Department of Design and Development has solicited 65 firms for flood control projects and 11 proposals were received. Gunny, Brizendine and Poggemeyer Engineers/Planners was selected as the consultant to perform the engineering services for a bridge structure at Lamb Boulevard and the Washington Avenue Channel.

Upon approval of the attached agreement, the consultant will provide such services as are required to prepare for construction, including surveying, soils testing and the preparation of drawings and bid documents.

The City is presently in negotiations with Clark County to establish funding through a cooperative agreement for the design of this project.

The attached agreement has been received and approved by the City Attorney's office.

FISCAL IMPACT

Not to exceed \$39,400.00 - Funds are available through the Clark County Bond Issue.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Consultant Agreement and the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-H

1 CONTRACTING ENGINEER'S AGREEMENT

2
3 THIS AGREEMENT, and accompanying Supplemental Terms,
4 made and entered into as of the 5th day of June, 1985,
5 by and between the CITY OF LAS VEGAS, NEVADA, a municipal corpora-
6 tion and political subdivision of the State of Nevada (herein-
7 after referred to as the "CITY OF LAS VEGAS") and Gunny, Brizendine
8 and Poggemeyer Engineers/Planners, corporation (hereinafter
9 referred to as "CONSULTANT").

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

12 WHEREAS, CITY OF LAS VEGAS desires to have the Design
13 Engineering Services performed for the project known as:

14 Lamb Boulevard/Washington Avenue Channel Bridge
15 (hereinafter referred to as the "Project"); and

16 WHEREAS, the CITY OF LAS VEGAS desires to retain the
17 services of the CONSULTANT, Gunny, Brizendine and Poggemeyer
18 Engineers/Planners, the Design Engineering Services hereinafter
19 set forth for the purposes of;

- 20 1. Performing design surveys and mapping
21 2. Performing design soils investigation
22 3. Preparing design drawings, specifications, and
23 cost estimates to be used for construction of the
24 Project.

25 NOW, THEREFORE, in consideration of the foregoing pre-
26 mises, the parties hereto agree to the following terms, conditions
27 and covenants set forth in Sections I through VII hereinafter
28 provided and to the Supplemental Terms, Sections I through XXI,
29 set forth in Exhibit "A" attached hereto and incorporated herein-
30 after by this reference as a part of this Agreement. As used
31 hereinafter, the term "Agreement" refers both to Sections I through
32 VII and to the Supplemental Terms attached hereto as Exhibit "A".

0234

1 SECTION I: SERVICES OF CONSULTANT

2 The CONSULTANT agrees to provide the following services:

3 A. Basic Services

4 1. Design Report Phase

- 5 (a) Consult with the CITY OF LAS VEGAS to
6 clarify and define the Project require-
7 ments, review available data and discuss
8 general scheduling requirements. Confer,
9 as necessary, with approving and regula-
10 tory agencies and with affected utilities.
- 11 (b) Provide a general comparative economic
12 analysis of two alternative-type bridge
13 structures for the Project, as follows:
14 - Multi-culvert, reinforced concrete boxes
15 - Single-span concrete
- 16 (c) Prepare preliminary hydraulic calcula-
17 tions for the proposed bridge crossing.
- 18 (d) Prepare a report containing schematic
19 layouts, sketches and conceptual design
20 criteria with appropriate exhibits. The
21 report will include a brief presenta-
22 tion/discussion of advantages and/or
23 disadvantages for the two alternative-
24 type structures, and will state the
25 CONSULTANT'S recommendations and estimate
26 of probable costs for the Project.

27 2. Preliminary Design Phase

- 28 (a) Upon receipt of CITY OF LAS VEGAS approval
29 of the design report, prepare preliminary
30 design drawings and specifications for
31 all proposed Project construction. Said
32 preliminary design drawings shall, where

1 practical, be in the form of red-line
2 plans and/or sketches and shall include
3 roadway transitions and channel tran-
4 sitions not to exceed 1000 feet on either
5 side of the bridge structure.

6 (b) Provide the CITY OF LAS VEGAS with one
7 (1) set of preliminary design drawings
8 and specifications for review purposes.

9 (c) Assist the CITY OF LAS VEGAS in coordin-
10 ating with utility companies and regula-
11 tory agencies. Meet with regulatory
12 agencies as required.

13 (d) Provide the CITY OF LAS VEGAS with a map
14 delineating the rights-of-way and ease-
15 ments needed to construct the Project,
16 including temporary construction
17 easements.

18 3. Final Design Phase

19 (a) Upon receipt of CITY OF LAS VEGAS approval
20 of preliminary design drawings, prepare
21 final 24 x 36 mylar design drawings,
22 specifications and bidding documents for
23 all proposed Project construction. Said
24 design drawings shall include any adjust-
25 ments and/or relocations of existing
26 utilities which will be required for the
27 construction of the Project.

28 (b) Following completion of the design draw-
29 ings and specifications, prepare a
30 detailed construction cost estimate.

31 (c) Assist the CITY OF LAS VEGAS in adver-
32 tising for bids, conducting the pre-bid

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1 conference, preparing any necessary
2 addenda, and obtaining bids for the
3 Project construction.

4 Furnish the CITY OF LAS VEGAS with thirty
5 (30) copies of plans and specifications
6 for distribution to bidders and regula-
7 tory agencies, and thereafter a maximum
8 of twenty (20) additional copies as
9 required by the CITY.

- 10 (d) Be present at the bid opening and tabu-
11 late bids received. Analyze bids and
12 make recommendations to the CITY OF LAS
13 VEGAS for the award of the construction
14 contract.

15 B. Special Services

16 1. Design Report/Design Phase

- 17 (a) Perform field surveys as required for
18 design purposes, and establish local
19 benchmarks (horizontal control will be
20 based on right-of-way information pro-
21 vided by CITY OF LAS VEGAS).
- 22 (b) Perform design soils investigation and
23 report, including three test borings,
24 two trenches, and necessary sampling
25 and analyses.
- 26 (c) Pothole existing utilities as required
27 for design purposes, to resolve construc-
28 tion conflicts.
- 29 (d) Submit the final design documents to the
30 Federal Emergency Management Agency for
31 acceptance and determination of insura-
32 bility of the proposed bridge construction.

1 SECTION II: RESPONSIBILITIES OF THE CITY OF LAS VEGAS

2 During the period of this Agreement, the CITY OF LAS
3 VEGAS shall designate a project representative to provide the
4 following:

- 5 A. Provide the CONSULTANT with available pertinent
6 information in regard to available right-of-way,
7 previous designs in the immediate area of the
8 Project, drawings, specifications, and any other
9 available data relative to design of the project.
10 B. Prepare all required documents for right-of-way
11 and/or easements.
12 C. Obtain approvals of all agencies, authorities,
13 and individuals, as required for the Project.
14 D. Examine reports, designs, cost estimates, and
15 other documentation presented by the CONSULTANT,
16 and render decisions pertaining thereto.

17 SECTION III: COMPENSATION AND MANNER OF PAYMENT

- 18 A. For the services described in Section I, the
19 CITY OF LAS VEGAS agrees to pay the CONSULTANT,
20 as a lump-sum fee, the lesser of the following
21 amounts:

- 22 (1) 9% of the amount of the successful bid
23 for construction of the Project; or
24 (2) \$39,400.00.

25 It is understood and agreed that the total fee
26 payable hereunder shall not exceed the applicable
27 lump-sum amount as determined in accordance with
28 this Subsection (A). It is further understood
29 and agreed that the maximum fee limitations and
30 invoicing provisions contained in this Section do
31 not in any way diminish the CONSULTANT'S obliga-
32 tion to perform the services set forth in Section I.

1 It is further understood and agreed that the
2 aggregate total of all invoices submitted by the
3 time the Project construction is advertised for
4 bids shall not exceed \$30,000.00. The balance, if
5 any, of the lump-sum fee provided for in this
6 Agreement will be paid to the CONSULTANT upon
7 1) award of a contract for Project construction or
8 cancellation of the Project, and 2) submission of
9 a final invoice.

10 B. Manner of Payment: CONSULTANT, as a prerequisite
11 to the obligation on the part of the CITY OF LAS
12 VEGAS for payment of any compensation as herein
13 provided, shall submit to the CITY OF LAS VEGAS
14 on a monthly basis invoices for services performed
15 during the preceding month. Invoice amounts shall
16 be based upon the CONSULTANT'S estimate of the
17 percentage of performance completed. Invoices
18 shall also detail the number of hours worked by
19 the CONSULTANT'S employees in performing this
20 Agreement. Payment of invoices is due within 30
21 days after their receipt.

22 In the event the Project is cancelled, the total
23 compensation due under this Agreement shall be 9%
24 of the estimated construction cost of the improve-
25 ments for the work depicted on the Project bid
26 documents. The cost estimate referred to above
27 shall be one which is mutually agreed upon by the
28 parties.

29 SECTION IV: TIME OF PERFORMANCE

30 CONSULTANT is authorized to commence the performance
31 of services hereunder upon receipt of a Notice to Proceed. CON-
32 SULTANT agrees to complete the performance of the services under

1 Section I of this Agreement within ninety (90) calendar days after
2 receipt of said Notice, excluding, however from said performance
3 period such review time as taken by the CITY OF LAS VEGAS to re-
4 view the design report and design drawings and specifications
5 submitted by the CONSULTANT.

6 SECTION V: INSURANCE

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

- 11 1. State Industrial Insurance System Insurance
12 covering its full liability under the State
13 Industrial laws of the State of Nevada as
14 required by the State Industrial Insurance
15 Commission, or equivalent coverage approved
16 by the CITY OF LAS VEGAS.
- 17 2. Automobile Liability Insurance in the amount of
18 Five Hundred Thousand Dollars (\$500,000), with
19 the CITY OF LAS VEGAS named as an additional
20 insured party.
- 21 3. Professional Liability Insurance or Errors and
22 Omissions Insurance in the amount of One
23 Million Dollars (\$1,000,000) insuring against
24 the negligent errors and omissions committed
25 by the CONSULTANT in the performance of this
26 Agreement. Said insurance Coverage shall be
27 provided and maintained during the existence
28 of this Agreement and for an additional period
29 of two years after acceptance by the CITY OF
30 LAS VEGAS of the constructed project.

31 B. Prior to the commencement of this Agreement and as
32 a condition precedent thereto, the CONSULTANT will

1 obtain the insurance coverage required hereunder
2 and will furnish Certificates of Insurance to the
3 CITY OF LAS VEGAS demonstrating the procurement of
4 such insurance.

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

17 SECTION VI: NOTICES

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

20
21 CITY OF LAS VEGAS

CITY OF LAS VEGAS
City Engineer
400 East Stewart
Las Vegas, Nevada 89101

22
23
24 CONSULTANT

GUNNY, BRIZENDINE & POGGEMEYER
ENGINEERS/PLANNERS
1064 East Sahara Avenue
Las Vegas, Nevada 89104

25
26
27 SECTION VII: ENTIRE AGREEMENT

28 The foregoing Sections I through VII, along with
29 Sections I through XXI of the Supplemental Terms (Exhibit "A")
30 and any other attached Exhibits constitute the entire Agreement
31 between the parties hereto with respect to the matters covered
32 therein.

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

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

5 William H. Briare
6 BY WILLIAM H. BRIARE, MAYOR

7 ATTEST:

8
9 Carol Ann Hawley
10 Carol Ann Hawley, City Clerk

11
12 GUNNY, BRIZENDINE & POGGEMEYER
13 ENGINEERS/PLANNERS

14
15 By Henry V. Conolly, Treasurer
16

17 ATTEST:
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EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

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

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

SECTION III: DEFAULT

A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called

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"Events of Default");

1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work

1 by such means as CITY OF LAS VEGAS may see fit, deduct-
2 ing from any balance due CONSULTANT the cost of finish-
3 ing the work if the CITY OF LAS VEGAS cannot complete
4 the performance of this Agreement with the remaining
5 funds originally set aside and budgeted for this pro-
6 ject and paying the excess, if any, to CONSULTANT and in
7 the event the cost of finishing CONSULTANT's work exceed
8 the balance due CONSULTANT, such excess shall be paid
9 by CONSULTANT to CITY OF LAS VEGAS within five (5)
10 days of invoicing by CITY OF LAS VEGAS, or (b) terminate
11 this Agreement and all the obligations imposed hereunder,
12 including the obligation of any further payment for the
13 services of the CONSULTANT except for the reasonable
14 value for all work and services performed to the date of
15 termination. The costs and expenses of completing the
16 work of CONSULTANT shall be computed and audited by
17 CITY OF LAS VEGAS' designated representative, whose
18 certification thereof shall be final and binding upon
19 the parties. The audit shall be made in accordance
20 with generally accepted accounting principles and
21 CONSULTANT shall pay all costs of such audit.

22 B. In the event CITY OF LAS VEGAS is required to perform
23 or does perform or hires others to perform any work or
24 services because of the default of the CONSULTANT, the
25 cost thereof, plus an additional ten percent (10%) to
26 cover CITY OF LAS VEGAS' overhead expenses, shall be
27 promptly paid by CONSULTANT to CITY OF LAS VEGAS.

28 C. It is expressly agreed that CITY OF LAS VEGAS reserves
29 the right to offset any and all claims made by CONSUL-
30 TANT for payment of its fees hereunder or the reimburse-
31 ment of additional costs it incurred, with any claims
32 that CITY OF LAS VEGAS might have against CONSULTANT for

1 failure to comply with any of the terms and conditions
2 of this Agreement.

3 SECTION IV: OWNERSHIP OF DOCUMENTS

4 All plans, drawings, specifications, calculations,
5 reports or other like documents given, prepared or assembled by
6 the CONSULTANT or any subcontractors which are related to the
7 performance of this Agreement are deemed to be the property of
8 the CITY OF LAS VEGAS. In the event of completion or termina-
9 tion of this Agreement, the CITY OF LAS VEGAS reserves the right
10 to require delivery of any and all plans, drawings, specifica-
11 tions, calculations, reports or other like documents not in its
12 possession.

13 SECTION V: INDEMNITY

14 Notwithstanding any of the insurance requirements here-
15 inabove set forth or limits of liability set forth therein,
16 CONSULTANT shall protect, indemnify and hold harmless the CITY
17 OF LAS VEGAS, its officers and employees from any and all claims,
18 damages, losses, expenses, suits, actions, decrees, judgments,
19 attorney fees and court costs which the CITY OF LAS VEGAS, its
20 officers or employees may suffer, or which may be sought against,
21 recovered from or obtainable against the CITY OF LAS VEGAS, its
22 officers or employees as a result of, or by reason of, or arising
23 out of the negligent acts or omissions of the CONSULTANT, its
24 subcontractors or agents or anyone directly or indirectly employed
25 by the subcontractor or agent, in fulfillment or performance of
26 the terms, conditions or covenants of this Agreement.

27 It is expressly agreed that the CONSULTANT shall, at
28 its own cost, defend any and all suits or actions that may be
29 brought against the CITY OF LAS VEGAS, its officers or employees
30 by reason of any negligent act or omission against which the
31 CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the
32 CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have

1 the right to defend same and to charge all direct and incidental
2 costs of such defense to the CONSULTANT, including court costs and
3 counsel fees.

4 SECTION VI: ASSIGNMENT

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

15 SECTION VII: WAIVER

16 No consent or waiver, express or implied, by either
17 party to this Agreement to or of any breach or default by the
18 other in the performance of any obligations hereunder shall be
19 deemed or construed to be a consent or waiver to or of any other
20 breach or default by such party hereunder. Failure on the part of
21 any party hereto to complain of any act or failure to act of the
22 other party or to declare that other party in default hereunder,
23 irrespective of how long such failure continues, shall not con-
24 stitute a waiver of the rights of such party hereunder. Inspec-
25 tion by, payment by, or tentative approval or acceptance by CITY
26 OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any
27 inspection hereunder, shall not constitute a final acceptance of
28 the work or any part thereof and shall not release CONSULTANT of
29 any of its obligations hereunder.

30 SECTION VIII: DESIGNATION OF REPRESENTATIVE

31 The Director of Public Services or his authorized
32 representative is hereby designated as the CITY OF LAS VEGAS'

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1 representative with respect to the work to be performed under
2 this Agreement. Said representative shall have complete authority
3 to transmit instructions, receive information, interpret and
4 define CITY OF LAS VEGAS' policies and decisions with respect
5 to the services of the CONSULTANT.

6 SECTION IX: CONSULTANT WARRANTIES

7 CONSULTANT represents and warrants:

- 8 A. That it is financially solvent, able to pay its debts
9 as they mature, and possessed of sufficient working
10 capital to complete this Agreement; that it is able to
11 furnish the plant, tools, materials, supplies, equip-
12 ment and labor, and is experienced in and competent to
13 perform the work contemplated by this Agreement, and
14 that it is qualified to do the work herein and is
15 authorized to do business in the State of Nevada.
- 16 B. That the CONSULTANT holds a license, permit or other
17 special license to perform the services included in
18 this Agreement, as required by law, or employs or works
19 under the general supervision of the holder of such
20 license, permit or special license.

21 SECTION X: CONSULTANT'S EMPLOYEES

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

32

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1 SECTION XI: INDEPENDENT CONTRACTOR

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

7 SECTION XII: APPLICABLE LAW

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

10 SECTION XIII: COMPLIANCE WITH LAWS

11 The CONSULTANT shall in the performance of its obliga-
12 tions hereunder comply with all applicable laws, rules and regula-
13 tions of all governmental authorities having jurisdiction over
14 the performance of this Agreement, including the Federal Occupa-
15 tional Health and Safety Act and all state and federal laws pro-
16 hibiting and/or related to discrimination by reason of race, sex,
17 age, religion or national origin.

18 SECTION XIV: SEVERABILITY

19 In the event that any provision of this Agreement
20 shall be held to be invalid or unenforceable, the remaining pro-
21 visions of this Agreement shall remain valid and binding on the
22 parties hereto.

23 SECTION XV: PROHIBITION AGAINST
24 CONTINGENT FEES

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

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1 fee.

2 SECTION XVI: PUBLICITY

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

6 SECTION XVII: ARBITRATION

- 7 A. All claims, disputes and other matters in question
8 between the parties to this Agreement arising out of or
9 relating to this Agreement or the breach thereof, may,
10 at the option of the aggrieved party, be decided by
11 arbitration in accordance with the Construction Industry
12 Arbitration Rules of the American Arbitration Association
13 then obtaining unless the parties mutually agree
14 otherwise. No arbitration arising out of or relating
15 to this Agreement shall include, by consolidation,
16 joinder or in any other manner, any additional person
17 not a party to this Agreement except by written consent
18 which contains a specific reference to this Agreement
19 and which is signed by the CITY OF LAS VEGAS. Any con-
20 sent to arbitration involving an additional person or
21 persons shall not constitute consent to arbitration of
22 any dispute not described therein or with any person
23 not named or described therein. This agreement to
24 arbitrate and any agreement to arbitrate with an addi-
25 tional person or persons duly consented to by the CITY
26 OF LAS VEGAS shall be specifically enforceable under
27 the prevailing arbitration law.
- 28 B. It is further expressly agreed and understood between
29 the parties that in the event the CITY OF LAS VEGAS is
30 named as a party to any arbitration action arising out
31 of, or resulting from, the construction of the Project,
32 the CONSULTANT agrees and irrevocably consents, at the

1 option of the CITY OF LAS VEGAS, to be joined as a
2 party in the arbitration proceeding and to be bound by
3 any decision resulting therefrom and further irrevocably
4 consents to the joinder, in any arbitration to which it
5 is a party, of the contractor with respect to the
6 Project.

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

14 C. In order for the CONSULTANT to be able to arbitrate
15 any claim, dispute or other matter in question between
16 the parties, written notice must be given to the CITY
17 OF LAS VEGAS within thirty (30) days after the claim,
18 dispute or other matter arises. In order for the CITY
19 OF LAS VEGAS to be able to arbitrate any claim, dispute
20 or other matter in question between the parties, written
21 notice must be given to the CONSULTANT within sixty (60)
22 days after the claim, dispute or other matter arises.
23 The purpose of such notification is to place the other
24 party on notice so that proper measures can be taken
25 to properly defend against such claim, dispute or other
26 matter, and the failure to give such notice shall pre-
27 clude the party desiring arbitration from subsequently
28 arbitrating that particular claim, dispute or other
29 matter.

30 D. The filing of the aforementioned written notice shall
31 preserve that party's right to arbitration, but shall
32 not obligate the party to proceed with arbitration. In

1 the event that either party desires to proceed with the
2 arbitration of any claim, dispute, or other matter with
3 respect to which such notice has been given, a
4 written demand for arbitration shall be filed in writ-
5 ing with the other party and with the American Arbitra-
6 tion Association within sixty (60) days after the filing
7 of the Certificate of Substantial Completion with
8 respect to the Project, and the failure to make such
9 demand shall forever bar such claim, dispute or other
10 matter from being arbitrated.

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

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

22 SECTION XVIII: CONFIDENTIALITY

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

31 SECTION XIX: SITE INSPECTION

32 CONSULTANT represents that it has inspected the location

1 or locations of the Project and all data relating thereto, includ-
2 ing, but not limited to, soil test reports and data, and loca-
3 tion of adjacent structures and utilities, and has satisfied
4 itself as to the condition thereof and that the CONSULTANT
5 compensation as provided for in the Section entitled "Compensa-
6 tion" of the Agreement to which these Supplemental Terms are
7 attached thereto as Exhibit "A", is just and reasonable compensa-
8 tion for performance hereunder, including all foreseen and fore-
9 seeable risks, hazards and difficulties in connection therewith.

10 SECTION XX: SUBCONTRACTS

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

- 14 A. A provision that CONSULTANT agrees to pay the sub-
15 contractor when paid for that portion of the work by
16 the CITY OF LAS VEGAS, that no liability arises on the
17 part of the CONSULTANT to the subcontractor for payment
18 of the subcontracted work until payment has been made
19 by the CITY OF LAS VEGAS, and that if the CITY OF LAS
20 VEGAS has paid the CONSULTANT for said subcontracted
21 work, then the subcontractors only recourse is against
22 the CONSULTANT and not against the CITY OF LAS VEGAS,
23 either through the institution of legal or equitable
24 action or the attachment of any lien;
- 25 B. A provision that the subcontractors have no more rights
26 against the CITY OF LAS VEGAS than that of the CON-
27 SULTANT;
- 28 C. A provision that the subcontractor agrees to be bound
29 by all the terms, conditions and obligations of this
30 Agreement unless the CITY OF LAS VEGAS has approved any
31 deviations, changes or modifications in writing; and
32 D. A provision that the subcontractor will obtain and

1 maintain professional errors and omissions insurance
2 coverage in connection with the subcontracted work in
3 an amount equal to that required of the CONSULTANT
4 as provided in Section IX of this Agreement.

5 SECTION XXI: MODIFICATION

6 All modification or amendments to this Agreement are
7 null and void unless reduced to writing and signed by the parties
8 hereto.

June 5, 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

V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)

- I. Approval of Interlocal Agreement with State of Nevada re: Construction and Maintenance of Parking Area under I-515 Viaduct (Between Fourth Street and Las Vegas Boulevard North)

Lurie -
APPROVED Items G,
H and I.
Unanimous

Staff to proceed

NOTE: Councilman Lurie directed City Manager to prepare an ordinance relative to used cars for sale and peddlers selling fruit, nursery items, etc.

AGENDA DOCUMENTATION

Date: May 31, 1985

TO: The City Council

FROM: *James P. Quinn*
CITY ATTORNEY

0255

SUBJECT: Interlocal Agreement with State of Nevada Re: Construction and Maintenance of Parking Area Under I-515 Viaduct (Between Fourth Street and Las Vegas Boulevard North)

PURPOSE/BACKGROUND

The State of Nevada has consented to the use by the City of Las Vegas of the area under the I-515 viaduct between Fourth Street and Las Vegas Boulevard North to provide free public parking. The agreement which is before you formalizes this consent and requires the City to construct, operate and maintain the parking area at no cost to the State, to reimburse the State for any damage to the viaduct structure as a result of the operation of the parking area and to indemnify the State against any liability for injuries to persons or property as a result of the City's use or occupancy of the area.

The agreement also provides that it may be cancelled by either party upon three months' written notice to the other, and, upon such cancellation, the City shall remove, at its expense, all of the improvements it has made to the area unless the State elects to retain the same.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve the attached Interlocal Agreement with the State of Nevada and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-I

0256

INTERLOCAL AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF PUBLIC PARKING AREA

Agreement No. NM 35-85030

This Agreement, made this 20th day of June, 1985,
between the CITY OF LAS VEGAS, an incorporated City, hereinafter called CITY,
and the DEPARTMENT OF TRANSPORTATION, an agency of the State of Nevada, here-
inafter called DEPARTMENT,

WITNESSETH

WHEREAS, public agencies may contract with each other to perform any
governmental service which the other is authorized to perform pursuant to NRS
277.180; and

WHEREAS, CITY is authorized to improve, operate, and maintain offstreet
parking projects pursuant to Section 2.240 of the Las Vegas City Charter; and

WHEREAS, DEPARTMENT has acquired property for the construction and main-
tenance of certain highways in the State of Nevada among which is I-515 between
Fourth Street and Las Vegas Boulevard, streets located in the City of Las
Vegas, County of Clark; and

WHEREAS, the DEPARTMENT has constructed the freeway on a viaduct structure
over an area more particularly described herein; and

WHEREAS, CITY facilities abut said area and the CITY desires to construct
and maintain said area for free public parking; and

WHEREAS, the operation of said area as a free public parking area will be
of benefit to the travelling public, as well as the residents of the CITY,

Now, therefore, the parties hereto covenant and agree as follows:

DEPARTMENT AGREES:

The DEPARTMENT hereby permits the CITY to construct, operate, and main-
tain a public parking area on the land between the I-515 viaduct located
between Fourth Street and Las Vegas Boulevard in the City of Las Vegas, and
more particularly described on Exhibit "A" attached hereto, and made a part
hereof.

When Recorded

Refiling To:
Nevada Department of Transportation

CITY AGREES:

1. To construct and maintain, at no cost to DEPARTMENT, a free public parking area on the property depicted on the attached map.

2. To submit and obtain the DEPARTMENT'S and the Federal Highway Administration's approval, prior to the commencement of construction, the plans relative to the aforesaid parking area.

If the CITY proposes significant revisions or changes to the approved plans, said revisions or changes shall be submitted to the DEPARTMENT for approval by DEPARTMENT and the Federal Highway Administration, prior to their incorporation in the construction plans.

3. To take all steps necessary to effectively protect the viaduct structure, including the supporting columns from damage incident to CITY'S construction on the premises of a public parking area, all without expense to DEPARTMENT and to be liable to and shall reimburse DEPARTMENT for any damage to said viaduct structure and supporting columns in any way resulting from or attributable to the construction and maintenance of said premises as a public parking area.

4. To pay all charges for water, gas, electricity, sewage, and trash disposal furnished and supplied to or upon any part of the herein described premises.

5. To secure all necessary permits required in connection with operations on the premises and to comply with all Federal, State and local statutes, ordinances, or regulations which may affect, in any respect, CITY'S use of the premises.

6. To keep and maintain, at CITY'S sole expense, the premises free of all weeds, noxious plants, debris, and inflammable or explosive materials of every description, and keep the premises at all times in an orderly, clean, safe, and sanitary condition.

7. Not to assign or transfer this Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration.

8. CITY is responsible for proper inspection, maintenance, and repair of all improvements made by CITY to the premises.

9. To hold the DEPARTMENT, its officers, agents, and employees free from all liability and claim for damage by reason of any injury to any person or persons, including CITY, or property of any kind whatsoever and to whomsoever belonging, including CITY, from any cause whatsoever, while in, upon or in any way connected with said premises or any occupancy hereunder.

10. Any proposed change in the CITY'S authorized use of the premises as a public parking area must be approved by the DEPARTMENT and the Federal Highway Administration before the change in use is made.

11. The CITY shall maintain and operate said public parking area in compliance with the requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964", and as said Regulations may be amended.

IT IS MUTUALLY AGREED:

1. This Agreement shall remain in full force and effect until terminated by the DEPARTMENT or CITY as hereinafter provided.

2. This Agreement may be terminated at any time with or without cause by the CITY or the DEPARTMENT upon three (3) months prior notice, in writing, serving same upon CITY or DEPARTMENT, as the case may be.

3. Upon the expiration or termination of this Agreement, CITY shall remove or caused to be removed, at its own expense, any and all improvements erected or emplaced by CITY on said premises, or, at the option of the DEPARTMENT, said improvements shall become the property of DEPARTMENT without compensation by DEPARTMENT to CITY. If DEPARTMENT elects to require CITY to remove said improvements, then it shall so indicate in writing to the CITY. The removal shall be accomplished by the CITY within six (6) months or no later than three (3) months after the date of the expiration or termination.

0259

It is further understood that the provisions of Paragraph 9 above shall remain in full force and effect until either (1) the improvements have been removed by the CITY or (2) the DEPARTMENT has assumed control and maintenance of said improvements.

4. For purposes of inspection, maintenance, or repair of the highway or highway structure, DEPARTMENT and the Federal Highway Administration reserve the right to enter in and upon said premises.

5. On-premise signs, displays, or devices may be erected by the CITY, but shall be restricted to those indicating ownership and type of on-premises activities and shall be subject to approval by DEPARTMENT.

This instrument contains the entire agreement between the parties and shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

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

ATTEST

CITY OF LAS VEGAS, NEVADA

Carol Ann Hawley
CAROL ANN HAWLEY City Clerk
George F. Ogilvie
GEORGE F. OGILVIE City Attorney

BY: William H. Briare
WILLIAM H. BRIARE, MAYOR

REVIEWED AND RECOMMENDED BY:

APPROVED FOR LEGALITY AND FORM:

Eugene F. Weight Jr. District Engineer
EUGENE F. WEIGHT JR.
Madelyn Shipman Deputy Attorney General
MADELYN SHIPMAN Asst Chief Counsel

REVIEWED AND RECOMMENDED BY:

George D. Wilkerson
Acting Chief Right-of-Way Agent
GEORGE D. WILKERSON

STATE OF NEVADA acting by and through
its Department of Transportation

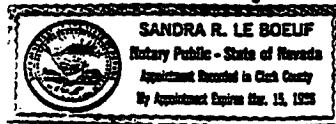
Garth Dull
Garth Dull, Deputy Director

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0260

STATE OF NEVADA

On this 14th day of June, 1985, personally appeared before me, the undersigned, a Notary Public in and for the City of Las Vegas, State of Nevada, who acknowledged to me that the said city ~~commission~~ executed the above instrument. Mayor William H. Briare
City Attorney George Ogilvie
City Clerk Carol Ann Hawley

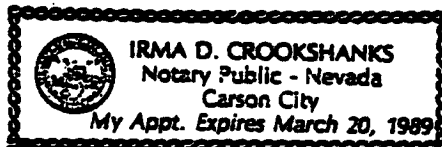
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sandra R. Le Boeuf

STATE OF NEVADA
CARSON CITY

On this 22nd day of Aug, 1985, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Garth Dull known to be the Deputy Director of the Department of Transportation of the State of Nevada, who executed the foregoing instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Irma D. Crookshanks

0261

June 5, 1985

AGENDA*City of Las Vegas*

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

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ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

A. DISPOSITION OF CITY PROPERTY COMMONLY KNOWN AS THE O.I.C. BUILDING, 1000 "D" STREET.

Committee: Councilmen Nolen and Levy

Committee Recommendation:

Richard Blue reported that eight organizations had requested use of the O.I.C. property and will present their proposals, plus any others received, at the June 17, 1985 meeting before the Real Estate Committee.

Recommendation
Noted

6-17-85 Recommending Committee Meeting Agenda.

B. BILL NO. 85-18 - ORDINANCE CREATING SPECIAL IMPROVEMENT DISTRICT NO. 452. IMPROVEMENTS INCLUDE THE INSTALLATION OF AN EIGHT FOOT PAVEMENT SECTION, STANDARD CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTER, STREET LIGHTING, STANDARD COMMERCIAL DRIVEWAY APPROACHES, STANDARD RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS. LOCATED 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 FEET NORTH OF SMOKE RANCH ROAD.

Committee: Councilmen Bunker and Lurie

First Publication: Review-Journal - 5/16/85

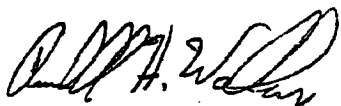
Committee Recommendation:

Adoption at 6/5/85 City Council meeting.

Bunker -
Second Reading and
Bill ADOPTED as per
First Amendment.
Unanimous

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: April 29, 1985

TO:
The City Council

FROM:
George F. Olivie
City Attorney

0262

SUBJECT: Bill No. 85-18 S.I.D. NO. 452 - ORDINANCE CREATING DISTRICT

PURPOSE/BACKGROUND

S.I.D. NO.: 452

STEP NO.: 11B - Ordinance Creating District

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 feet north of Smoke Ranch Road.

IMPROVEMENTS: Include the installation of an eight foot pavement section, standard concrete sidewalks, standard "L" type curb & gutter, street lighting, standard commercial driveway approaches, standard residential driveway approaches and sewer laterals.

FISCAL IMPACT

None

RECOMMENDATIONS

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

Agenda Item

VI - B

0263

1 AGREEMENT

2
3 THIS AGREEMENT, made and entered into this 5th day of
4 ~~May~~ ^{June}, 1985, by and between the CITY OF LAS VEGAS, a municipal
5 corporation of the State of Nevada (hereinafter referred to as
6 the "City"), and BECKER & SONS, a co-partnership (hereinafter
7 referred to as "Becker"),
8

9 W I T N E S S E T H:

10 WHEREAS, the City Council of the City has heretofore
11 taken action preliminary to the creation of Las Vegas, Nevada,
12 Special Improvement District No. 452 for the purpose of providing
13 for the installation, among other improvements, of standard Port-
14 land cement sidewalks along certain streets and portions thereof
15 within said Special Improvement District and has determined to
16 defray the entire cost and expenses of the installation of such
17 improvements by special assessments, according to the benefits,
18 against each of the taxable lots and parcels of real property
19 which is included therein; and

20 WHEREAS, Becker is the owner of two parcels of real
21 property which are included within said Special Improvement
22 District and will be assessed their pro-rata shares of the costs
23 and expenses of installing such improvements, including the
24 sidewalks, and are more particularly described as follows:

25 PARCEL 1

26 That portion of the North Half (N 1/2) of the
27 Northeast Quarter (NE 1/4) of the Northeast Quarter
28 (NE 1/4) of the Northeast Quarter (NE 1/4) of Sec-
29 tion 23, Township 20, South, Range 60 East, M.D.M.,
in the City of Las Vegas, County of Clark, State of
Nevada described as follows:

30 COMMENCING at the Southeast corner of the North Half
31 (N 1/2) of the Northeast Quarter (NE 1/4) of the
32 Northeast Quarter (NE 1/4) of the Northeast Quarter
(NE 1/4) of said Section 23; thence along the South
line of said North Half (N 1/2) of the Northeast
Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of

1 the Northeast Quarter (NE 1/4), North 88°51'04" West
2 a distance of 50.00 feet to a point on the West line
3 of the East 50.00 feet of the Northeast Quarter (NE 1/4
4 of said Section 23, said point being the TRUE POINT OF
5 BEGINNING; thence continuing along said South line,
6 North 88°51'04" West a distance of 380.31 feet to a
7 point on the Easterly boundary of CHARLESTON HEIGHTS
8 TRACT NO. 51-F1 as shown by map thereof on file in
9 Book 21 of Plats, Page 28, of Clark County, Nevada
10 Records; thence along said Easterly boundary the follow
11 ing courses, North 01°08'56" East a distance of 30.00
12 feet to a point on a nontangent concave Northeasterly,
13 having a radius of 15.00 feet; thence from a tangent
14 which bears North 88°51'04" West, Northwesterly along
15 said curve, through a central angle of 90°00'51" an
16 arc distance of 23.57 feet; thence tangent to said
17 curve, North 01°09'47" East a distance of 218.59 feet
18 to the beginning of a tangent curve concave Southeaster
19 having a radius of 20.00 feet; thence Northeasterly
20 along said tangent curve, through a central angle of
21 90°00'00" an arc distance of 31.42 feet to the South
22 line of the North 50.00 feet of the Northeast Quarter
23 (NE 1/4) of said Section 23, thence departing said
24 Easterly boundary, tangent to said curve, along the
25 South line of said North 50.00 feet, South 88°50'13"
26 East a distance of 320.21 feet to the beginning of a
27 tangent curve concave Southwesterly, having a radius
28 of 55.00 feet; thence Southeasterly along said tangent
29 curve, through a central angle of 89°58'19" an arc
30 distance of 86.37 feet to the West line of the East
31 50.00 feet of the Northeast Quarter (NE 1/4) of said
32 Section 23; thence tangent to said curve, along the
West line of said East 50.00 feet, South 01°08'06"
West a distance of 228.52 feet to the TRUE POINT OF
BEGINNING.

19 PARCEL 2

20 That portion of Section 13, Township 20 South, Range
21 60 East, M.D.M., in the City of Las Vegas, County of
Clark, State of Nevada, described as:

22 Parcels 1 and 2 of that certain Parcel Map on file
23 in File 14 of Parcel Maps, Page 37 of Clark County,
Nevada Records; and

24 WHEREAS, said described parcels are unimproved at the
25 present time, and Becker has therefore requested the City to
26 substitute asphaltic concrete sidewalks for the Portland cement
27 sidewalks which are proposed to be installed adjacent thereto
28 in said Special Improvement District and that said described
29 parcels be assessed only for the costs and expenses of installing
30 such asphaltic concrete sidewalks; and

31 WHEREAS, the City is willing to substitute asphaltic
32 concrete sidewalks adjacent to said described parcels for the

1 proposed Portland cement sidewalks and to assess said described
2 parcels only for the costs and expenses of installing such
3 asphaltic concrete sidewalks provided that Becker agrees, at its
4 sole cost and expense, to remove such asphaltic concrete sidewalk
5 and install standard Portland cement sidewalks adjacent to said
6 described parcels in conjunction with the development thereof;

7 NOW, THEREFORE, for and in consideration of the premise:
8 of the mutual promises and agreements hereinafter contained and
9 of other good and valuable considerations, the receipt and
10 adequacy of which is hereby acknowledged by each of the parties
11 hereto, said parties do hereby covenant and agree as follows:

12 1. The City agrees to install or cause to be installed
13 in conjunction with Las Vegas, Nevada, Special Improvement Distric
14 #452, asphaltic concrete sidewalks, which shall be three feet
15 wide and a minimum of two inches in thickness, adjacent to the
16 parcels of real property which are hereinabove described in lieu
17 of the Portland cement sidewalks, as are presently proposed in
18 Special Improvement District, and to assess in said Special
19 Improvement District said described parcels only for the costs
20 and expenses of installing such asphaltic concrete sidewalks.

21 2. Becker covenants and agrees, at its sole cost and
22 expense, to remove such asphaltic concrete sidewalks and replace
23 them with standard Portland cement sidewalks, which shall be six
24 feet wide and consist of four inch concrete slabs over a four
25 inch minimum Type II gavel base, in conjunction with the develop-
26 ment of said described parcels.

27 3. It is understood and agreed that no occupancy of
28 either of said described parcels shall be permitted unless and
29 until such asphaltic concrete sidewalks have been removed and
30 replaced by standard Portland cement sidewalks as in paragraph 2
31 above provided.

32 4. Becker hereby acknowledges that its covenant which

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1 is contained in paragraph 2 above is for the express benefit of
2 said described parcels and therefore intends that this Agreement
3 shall be binding upon itself, its heirs and assigns, and, for
4 the purpose of providing notice to subsequent purchasers of said
5 described parcels that said covenant shall run with the land,
6 hereby consents that this Agreement shall be recorded.

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

CITY OF LAS VEGAS

10
11
12 By William H. Briare
13 WILLIAM H. BRIARE, Mayor

ATTEST:

14
15 Carol Ann Hawley
16 Carol Ann Hawley, City Clerk

BECKER & SONS

17
18
19
20 By [Signature]
21 Partner

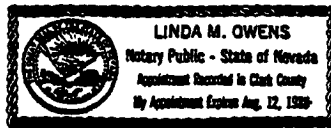
Witness:

22
23 Gene H. Anderson
24

25 STATE OF NEVADA)
26) ss:
27 COUNTY OF CLARK)

28 On this 5th day of June, 1985, before me,
29 the undersigned, a Notary Public in and for the County of Clark,
30 State of Nevada, duly commissioned and sworn, personally appeared
31 WILLIAM H. BRIARE, known to me to be the person whose name is
32 subscribed to the within instrument, and who acknowledged to
me that he executed the same freely and voluntarily and for the

1 uses and purposes therein mentioned.



Linda M. Owens
NOTARY PUBLIC

6 STATE OF NEVADA)
7) ss:
8 COUNTY OF CLARK)

9 On this 4th day of June, 1985, before me,
10 the undersigned, a Notary Public in and for the County of Clark,
11 State of Nevada, duly commissioned and sworn, personally appeared
12 Ernest A. Becker, Jr., known to me to be the

13 Agent of BECKER & SONS

14 that executed the within instrument and known to me to be the
15 person who affixed his name thereto as such Agent
16 and who acknowledged to me that he executed the same freely and
17 voluntarily and for the uses and purposes therein mentioned.

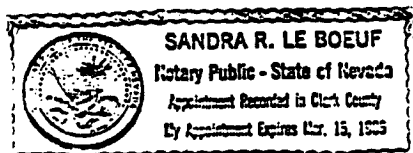


ANNE W. ANDERSON
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires Mar. 7, 1989

Anne W. Anderson
NOTARY PUBLIC

(Mailing required under the provisions of NRS CHAPTER 241)

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 7th day of May, 1985, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4pm, on Monday, May 13, 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).



AFFIDAVIT OF POSTING

0269

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss

Bruce Shapolsky, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 8th day of May, 1985, at the hour of 9:40 A.M. there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 P.M. on Monday, May 13, 1985, in the City Manager's Conference Room, City Hall, 400 East Stewart Avenue, 10th Floor, 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).

Bruce Shapolsky

SIGNATURE

City Clerk's Office

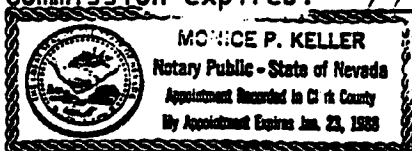
DEPARTMENT

Subscribed and sworn to before me this

8th day of May, 1985

Monice P. Keller

NOTARY PUBLIC in and for said County and State.

My Commission expires: 1/23/88

May 1, 1985

0270

N O T I C E

The following Bill proposed for adoption by the City Council of the City of Las Vegas will be the subject of PUBLIC COMMENT before its respective committee at the hour of 4:00 P.M., Monday, May 13, 1985, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 85-18 - ORDINANCE CREATING SPECIAL IMPROVEMENT DISTRICT 452. IMPROVEMENTS INCLUDE THE INSTALLATION OF AN EIGHT FOOT PAVEMENT SECTION, STANDARD CONCRETE SIDEWALKS, STANDARD 'L' TYPE CURB AND GUTTER, STREET LIGHTING, STANDARD COMMERCIAL DRIVEWAY APPROACHES, STANDARD RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS. LOCATED 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 FEET NORTH OF SMOKE RANCH ROAD.
-
- Committee: Councilmen Bunker and Lurie

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

May 14, 1985

TO:

FILE

FROM:

CH
CAROL ANN HAWLEY
CITY CLERK

0271

SUBJECT:

RECOMMENDING COMMITTEE MEETING
MAY 13, 1985

COPIES TO:

5/15/85 and 6/5/85 CITY COUNCIL BOOKS
CIVIL ENGINEERING DIVISION

MEETING HELD:

Monday, May 13, 1985, 10th Floor, City Manager's Conference Room, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting began at 4:00 P.M. and adjourned at 4:10 P.M.

ATTENDANCE:

Councilman Ron Lurie
Councilman Wayne Bunker
Executive Assistant to City Manager Richard Blue
Deputy City Attorney John Roethel
Special Improvements Officer Nancy Payan
City Clerk Carol Ann Hawley
Deputy City Clerk Linda Owens

- A. BILL NO. 85-18 - ORDINANCE CREATING SPECIAL IMPROVEMENT DISTRICT 452. IMPROVEMENTS INCLUDE THE INSTALLATION OF AN EIGHT FOOT PAVEMENT SECTION, STANDARD CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTER, STREET LIGHTING, STANDARD COMMERCIAL DRIVEWAY APPROACHES, STANDARD RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS LOCATED 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 FEET NORTH OF SMOKE RANCH ROAD.
Committee: Councilmen Bunker and Lurie

Nancy Payan stated the owner of the property at Jones and Smoke Ranch and Michael Way and Smoke Ranch has requested he be allowed to install asphalt sidewalks initially and then Portland cement in the future. The other property owners in the area will be installing Portland cement right away. None of the property is developed at the present time. This bill will be amended if the property owner requesting the asphalt signs an agreement to that effect. No one appeared in opposition. Committee recommended adoption at the June 5, 1985 meeting.

INTER-OFFICE MEMORANDUM

May 28, 1985

TO:

FILE

FROM:

CAROL ANN HAWLEY
CITY CLERK

0272

SUBJECT:

Recommending Committee Meeting
May 28, 1985

COPIES TO:

6/5/85 & 6/19/85 City Council Books
Director, Community Planning & Development
City Attorney George Ogilvie

MEETING HELD:

Tuesday, May 28, 1985, 10th Floor, City Manager's
Conference Room, City Hall, 400 East Stewart Avenue,
Las Vegas, Nevada. Meeting began at 4:00 P.M. and
adjourned at 4:02 P.M.

ATTENDANCE:

Councilman Ron Lurie
Councilman Al Levy
City Manager Ashley Hall
Executive Assistant to City Manager Richard Blue
City Attorney George Ogilvie
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra LeBoeufA. DISPOSITION OF CITY PROPERTY COMMONLY KNOWN AS THE O.I.C. BUILDING, 1000
"D" STREET.Committee: Councilmen Nolen and LevyRichard Blue reported that eight organizations had requested use of the
O.I.C. property and will present their proposals, plus any others received,
at the June 17, 1985 Recommending Committee meeting.B. BILL NO. 85-19 - ANNEXATION NO. A-19-84, PROPERTY LOCATED SOUTH OF SMOKE
RANCH ROAD AND EAST OF LORENZI BLVD.: PETITIONED BY: CITY OF LAS VEGAS:
ACREAGE: APPROXIMATELY 45 ACRES: ZONED: R-E (COUNTY CLASSIFICATION) N-U
(CITY EQUIVALENT).Committee: Councilmen Lurie and LevyNo one appeared in opposition. Committee recommended adoption at the
June 19, 1985 City Council meeting.

Recommending Committee Meeting
May 28, 1985
Page 2

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- C. BILL NO. 85-20 - ANNEXATION NO. A-1-85(A), PROPERTY LOCATED ON THE SOUTHWEST CORNER OF OAKLEY BOULEVARD AND HAUKE STREET: PETITIONED BY: A. JAMES MAGAR & LOTTIE L. MAGAR: ACREAGE: APPROXIMATELY 2.44 ACRES: ZONED: R-E (UNDER RESOLUTION OF INTENT TO R-2)(COUNTY CLASSIFICATION) R-E (UNDER RESOLUTION OF INTENT TO R-CL)(CITY EQUIVALENT).

Committee: Councilmen Lurie and Levy

No one appeared in opposition. Committee recommended adoption at the June 19, 1985 City Council meeting.

CAH/s1

June 5, 1985

AGENDA*City of Las Vegas*

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

Page 30

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- C. BILL NO. 85-19 - ANNEXATION NO. A-19-84,
PROPERTY LOCATED SOUTH OF SMOKE RANCH ROAD
AND EAST OF LORENZI BOULEVARD; PETITIONED BY:
CITY OF LAS VEGAS; ACREAGE: APPROXIMATELY
45 ACRES; ZONED: R-E (COUNTY CLASSIFICATION)
N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Levy

First Publication: Review-Journal - 5/30/85

Committee Recommendation:

Adoption at 6/19/85 City Council meeting.

Recommendation
Noted

6-19-85 Agenda

- D. BILL NO. 85-20 - ANNEXATION NO. A-1-85(A),
PROPERTY LOCATED ON THE SOUTHWEST CORNER OF
OAKLEY BOULEVARD AND HAWK STREET; PETITIONED
BY: A. JAMES MAGAR & LOTTIE L. MAGAR;
ACREAGE: APPROXIMATELY 2.44 ACRES; ZONED:
R-E (UNDER RESOLUTION OF INTENT TO R-2)
(COUNTY CLASSIFICATION) R-E (UNDER RESOLUTION
OF INTENT TO R-CL) (CITY EQUIVALENT).

Committee: Councilmen Lurie and Levy

First Publication: Review-Journal - 5/30/85

Committee Recommendation:

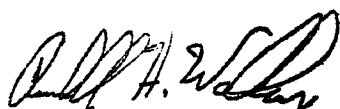
Adoption at 6/19/85 City Council meeting.

Recommendation
Noted

6-19-85 Agenda

MORNING SESSION RECESSED AT 11:55 A.M.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0275

June 5, 1985

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

ITEM

Council Action

Department Action

AFTERNOON SESSION CONVENED AT 2:10 P.M.

VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE

- A. Bill No. 85-21 -- Defines "pool hall" and "billiard room" to exclude establishments in which pool or billiard tables make up one-third or less of the total number of games offered, including coin-operated amusement machines and other table games such as table tennis, provided there are no alcoholic beverages or gaming on the premises.

Sponsored by: Councilman Al Levy

First Reading and
Referred -
Levy and Bunker

6-17-85 Recommending
Committee Meeting
Agenda

- B. Bill No. 85-22 -- Prohibits the stopping, standing and parking of tour busses on public streets except at duly designated tour bus loading zones

Sponsored by: Councilman Al Levy

First Reading and
Referred -
Levy and Bunker

6-17-85 Recommending
Committee Meeting
Agenda

0276

AGENDA*City of Las Vegas*

June 5, 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 HEARINGSNOTE: Councilman Levy excused
in afternoon session.

2:11

- A. V-28-85 - APPEAL filed by MELVIN A. PEKRUL to the action of the Board of Zoning Adjustment in APPROVING the application of LARRY A. SHEELER for a Variance to allow the two-story addition to an existing office building which will extend to the side property where a 5 foot setback is required, and to the rear property line where a 15 foot setback is required on property located at 530 St. Louis in Zoning District P-R.

Nolen -
Motion to deny
appeal, upholding
the decision of
the Board of Zoning
Adjustment,
resulted in a
TIE VOTE with Briare
and Bunker voting
"No" and Levy
"Excused."

6-19-85 Agenda
Melvin A. Pekrul
and Mrs. Pekrul
appeared.
Betty Lynn was
present in favor
of appeal.
Larry A. Sheeler
appeared.

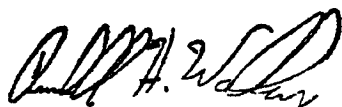
Board of Zoning Adjustment voted (2-1) for
APPROVAL, subject to:

1. First Floor to be set back 3 feet from the south property line.
2. Second floor to be set back 2 feet from the south property line.
3. A rain gutter be installed on the south side of the addition as required by the Department of Community Planning and Development.

NOTE: The motion included an
additional condition
that a rain gutter be
installed on the rear
portion of the addition.

Staff Recommendation: DENIAL

PROTESTS: 2

APPROVED AGENDA ITEM


CITY COUNCIL MINUTES - JUNE 5, 1985

TO: THE CITY COUNCIL
RE: PUBLIC HEARING AGENDA ITEM
June 5, 1985 City Council Agenda

IX.

0277

A. V-28-85 - LARRY SHEELER

This is an appeal by a protestant to the action by the Board of Zoning Adjustment in approving a Variance application to allow a two story addition to an existing office building at 530 E. St. Louis Avenue in a P-R Zone. The Variance was to allow the addition to extend to the side property line where a five foot setback is required, however, the Board of Zoning Adjustment approved the application subject to the first floor being setback three feet and the second floor two feet from the side property line. Also a rain gutter was to be installed on the south side of the addition to eliminate the possibility of any water going into the adjoining residential property. The appellant was concerned about the run-off from the roof as well as pointing out the P-R zone was designed to be compatible with the adjoining residential and this encroachment would adversely affect his property. The proposed addition is on the south side of the property that abuts developed R-1 and is where the appellant lives. There is a P-R zoning pattern on the frontage properties along East St. Louis in this area except to the northeast is developed R-4 with one property at the northeast corner of Santa Paula and St. Louis that has a use permit for an office use. The proposed addition is two story with the ground floor to be used for a garage and the second story for office use. The site plan indicates several of the existing parking spaces are partially in the public right-of-way. There are three spaces on the property which satisfies the present parking requirements of the Code and the additional two spaces required for the proposed addition can be provided on-site. The excess parking is partially utilizing the right-of-way along the St. Louis side of the property.

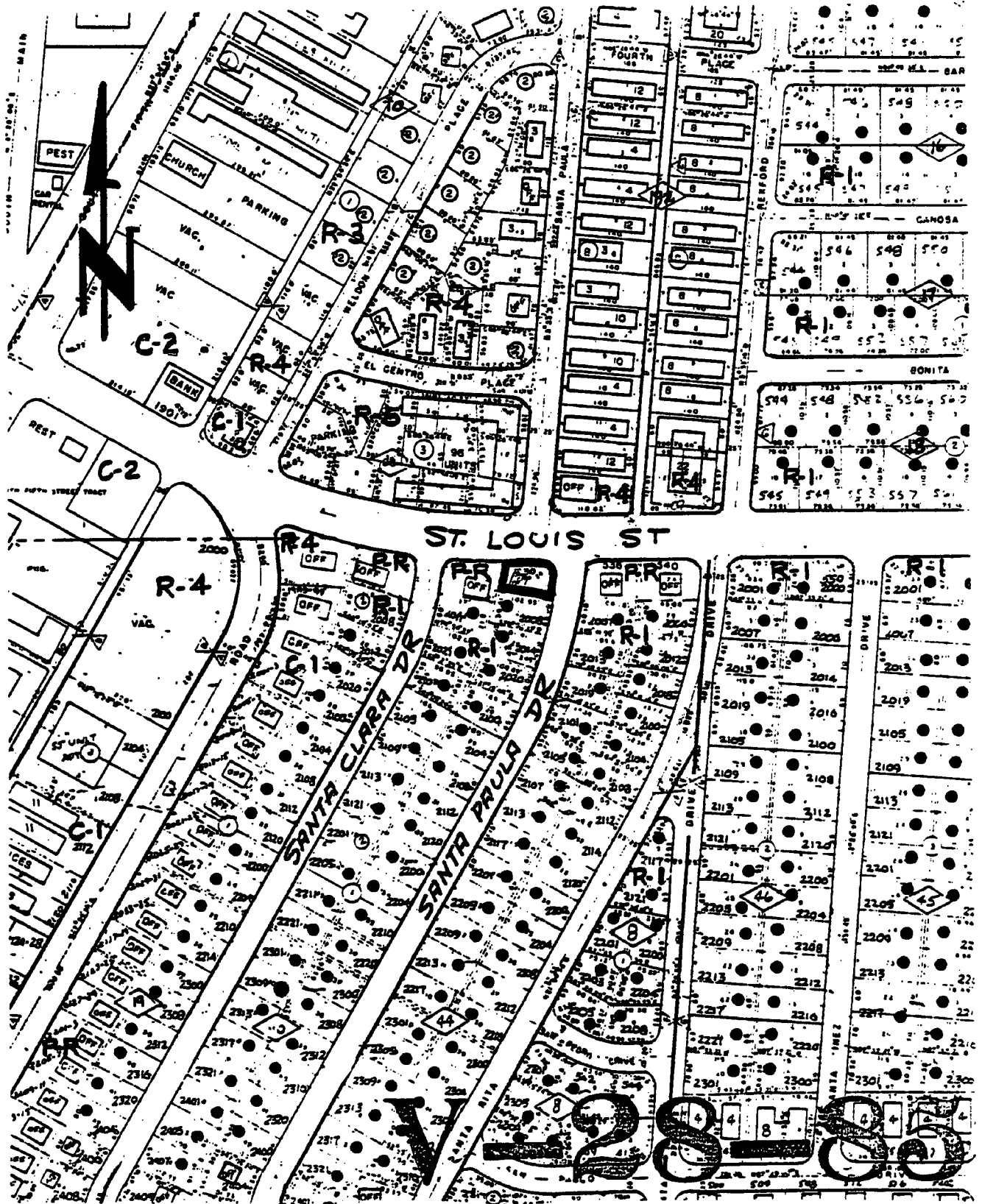
Board of Zoning Adjustment Recommendation: APPROVAL, subject to a 3 foot setback on the first floor and a 2 foot setback on the second floor addition.

Staff Recommendation: DENIAL, insufficient justification for this request

PROTESTS: 2 (appeared at meeting)

SEE ATTACHED LOCATION MAP

ITEM IX. A. V-28-85 LOCATION MAP



RECEIVED

0279

APR 30 4 01 PM '85

CITY CLERK

April 30, 1985

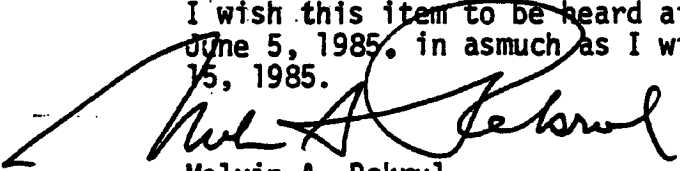
Carol Ann Hawley
City Clerk
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Re: V-28-85

Dear Ms. Hawley:

I wish to appeal the decision of the Board of Zoning Adjustment Meeting held April 25, 1985, in regard to V-28-85.

I wish this item to be heard at the City Council Meeting to be held June 5, 1985, inasmuch as I will be in Berkeley, California on May 15, 1985.



Melvin A. Pekrul
2008 Santa Paula Drive
Las Vegas, Nevada 89104
735-6045

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 4 - V-28-85 - LARRY A. SHEELER

PAGE 1

CHAIRMAN JUNIEL:

Item 4, public hearing application of Larry A. Sheeler for a variance to allow a two-story addition to an existing office building which will extend to the side property where a 5 foot setback is required, and to the rear property line where a 15 foot setback is required on property located at 530 East St. Louis Street in Zoning District P-R. Is the applicant present? Come forward.

RICK WILLIAMS:

This property is located right on the southwest corner of St. Louis and Santa Paula. As you can see on the screen, to your right there is R-1 developed property immediately south of this office building. The applicant has submitted a site plan which indicates a property of this size, but I've noted on the site plan that it actually is about 53 feet wide instead of the 74 feet distance that they have shown. What's happening here is St. Louis is actually an 80 foot right-of-way and the property line extends 40 feet from the center of the street. So there's a considerable amount of property that they have indicated here that if they're actually currently using as on-site parking which actually is public right-of-way and is within that 80 foot of right-of-way for St. Louis. The affect that this has on the property, of course, is to cut down the number of spaces that they really have available so far as the code can recognize. There are three spaces here and with a little bit of a redesign they can end up with about five spaces.

COMMISSIONER BUGBEE:

What's the code requirement?

RICK WILLIAMS:

Well the code requires one parking space for every four hundred square feet, but then continues on to say, a minimum of six is advisable.

COMMISSIONER BUGBEE:

So they just fall --

RICK WILLIAMS:

One short.

COMMISSIONER BUGBEE:

One short. Okay.

COMMISSIONER MYERS:

How many square feet will they have if they do the expansion?

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 4 - V-28-85 - LARRY A. SHEELER

PAGE 2

- RICK WILLIAMS: The existing office building is about 960 square feet. The new offices -- it's a two-story addition. The offices are located on the second floor and they're 464 square feet. The bottom floor of this addition would be a garage.
- LARRY SHEELER: That would be the extra parking.
- RICK WILLIAMS: Exactly that'll be part of the extra parking that they will have available.
- COMMISSIONER BUGBEE: So it does come within code?
- RICK WILLIAMS: Well no. It comes -- it's still one short.
- CHAIRMAN JUNIEL: Would you please state your name and address.
- COMMISSIONER BUGBEE: What's staff -- what's your recommendation?
- RICK WILLIAMS: The board has the right to recognize, by the way, that the five is acceptable. The property was rezoned P-R in '72 and there was a condition which was imposed to limit the occupancy to one business office use only. This addition has exterior access only to it, but they've indicated to our staff that they will continue to use it just as one office. As I pointed out earlier on the screen, this property right here is R-1 and generally P-R is used as a buffer between higher commercial and a residential and we try and maintain a residential character in the P-R Zone. Of course, that would also necessitate the setback distances as -- be the same as what would be required in an R-1 Zone. So that's why he has to achieve the variance. Staff is concerned in trying to maintain the residential characteristics of the P-R Zone and feels that this two-story addition right on and immediately adjacent to the property line of this R-1 lot really isn't justified.
- LARRY SHEELER: Excuse me. I believe it was on the back property line was inset at least a foot or two from the rear property line. I believe the plans show that or should.
- COMMISSIONER BUGBEE: Do we have any objections or protests?
- RICK WILLIAMS: We have no protests of record.
- MELVIN PEKRUL: I'm here to protest.
- RICK WILLIAMS: Have you mailed a letter?
- MELVIN PEKRUL: No, I did not.

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 4 - V-28-85 - LARRY A. SHEELER

0282

PAGE 3

RICK WILLIAMS: So staff -- staff really feels that because of the size of the lot and the fact that we're trying to maintain a residential characteristics, that we would recommend DENIAL.

CHAIRMAN JUNIEL: Would you repeat your name and address and sign in please.

LARRY SHEELER: My name is Larry Sheeler. The address is 530 E. St. Louis.

CHAIRMAN JUNIEL: Just sign in.

LARRY SHEELER: Las Vegas 89104.

COMMISSIONER BUGBEE: Mr. Sheeler, now you have no windows at all opening then on to the property directly to the south, do you?

LARRY SHEELER: No.

COMMISSIONER BUGBEE: How many -- is this still going to be Commonwealth Mortgage or whatever?

LARRY SHEELER: Yes. It'll all be mortgage company extra space.

CHAIRMAN JUNIEL: This is a public hearing. Is there anyone here in opposition to this applicant?

MELVIN PEKRUL: Yes.

CHAIRMAN JUNIEL: Would you please come forward. Please state your name and address.

MELVIN PEKRUL: My name is Melvin Pekarul and my property is the one adjacent on this side. Right here.

COMMISSIONER MYERS: That's 2008 Santa Paula?

CHAIRMAN JUNIEL: And your address is?

MELVIN PEKRUL: 2008 Santa Paula. Mr. Sheeler came to me and approached me about this and he proposed this building to go up two stories right on the wall which would have given us a two-story blank wall that literally -- since there is no windows to be on that side and in the initial discussions with him, I told him that there'd be no way that they could even repair the property without coming on our property. There would -- any drainage of water

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- MELVIN PEKRUL: off the roof would go right into our property. That would have to be set back. He tells me that I said at least a couple of feet. Well, a couple of feet will still look like a wall the more I thought about it and I expected a number of neighbors to be here. The one that's next to me and the one that's across the street, one over, these are all people that are all very concerned about this. For one thing, it will change the residential appearance. We are very concerned about that and he has designed now has it setback a couple of feet. Now our own home is at least five feet away and we would object -- I know you're recommending denial, but we would object if it wasn't at least five feet or more because it will appear like -- out of character with the neighborhood.
- CHAIRMAN JUNIEL: You would not object if it were five foot setback?
- MELVIN PEKRUL: At least five feet. Now he has a design -- redesign which I never saw. I told him that I wanted to see the -- I wanted to see a revision of that and see the architectural drawing and, of course, this notice said right to the property line, eliminating no buffer -- eliminating whatever buffer there would have been and I haven't seen this revision until tonight.
- COMMISSIONER BUGBEE: What do you think of this revision?
- MELVIN PEKRUL: I think it's still too close. That's only allowing for a couple of feet.
- COMMISSIONER MYERS: How long -- how big is the addition from the rear of the building to the fence on the red portion there that will be constructed?
- MELVIN PEKRUL: I think this drawing revision is going all the way to this wall and all the way to this wall to be a two-story effect here and a two-story effect here. So I literally -- this will be right on the wall. He has changes here for a couple of feet.
- COMMISSIONER BUGBEE: The rear wall backs up to commercial.
- MELVIN PEKRUL: Am I correct on that?
- LARRY SHEELER: The area in red will go to the wall where Bond Realty is, another professionally zoned property next to me to the west.

MELVIN PEKRUL: Is this Bond Realty here?

LARRY SHEELER: Yes.

MELVIN PEKRUL: So this --

LARRY SHEELER: No, just the area in red, sir.

MELVIN PEKRUL: Oh, that part there.

LARRY SHEELER: Just that, sir.

COMMISSIONER BUGBEE: Mr. Sheeler, how much room do you have to play with there?

LARRY SHEELER: Just the foot otherwise we can't get the garage for the indoor parking, the inside parking.

COMMISSIONER BUGBEE: How far are you inside the property line there?

LARRY SHEELER: This block wall is along the back right now between his property and mine and this is inset, I think, a couple of feet. I'm not sure exactly how many inches there is.

COMMISSIONER BUGBEE: What about your overhang? It looks like it's coming out over the --

LARRY SHEELER: That comes to the block wall, it doesn't go over and that provides for the drainage.

MELVIN PEKRUL: So that literally is putting it right on the block wall. The roof goes right to the block wall.

COMMISSIONER MYERS: There's no way you can redevise for three more feet?

LARRY SHEELER: Not and still get a car in.

COMMISSIONER BUGBEE: Well maybe --

MELVIN PEKRUL: Here's another neighbor right here that's also here.

CHAIRMAN JUNIEL: Well, Mr. Sheeler's not really told us anything himself so I think -- do you have something you want to say? Maybe they can understand something they don't because you haven't spoken yet.

LARRY SHEELER: The -- I didn't know there were any objections until tonight. To be honest with you, nobody had voiced anything to me and other than the inset of a couple which my neighbor to the --

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MELVIN PEKRUL: But he never brought back the revision. We never got to see the revision.

COMMISSIONER BUGBEE: Please, you'll have a chance for rebuttal.

LARRY SHEELER: Which I immediately took back to the architect and have them redraw and made the, you know, just to suit what I thought he wanted because I didn't want any objections. I want it to flow and look nice. You know, I want it to be a nice building.

CHAIRMAN JUNIEL: What about the drainage of the edge?

LARRY SHEELER: That will all be provided for. Like, you know, so you don't have to go on his property to get on my roof or to do any repairs which was a concern of his.

CHAIRMAN JUNIEL: It will drain inside the block wall?

LARRY SHEELER: Yes, inside my property line completely.

COMMISSIONER BUGBEE: I'd like to ask a question of staff. He keeps referring to parking inside the garage and you didn't take that into consideration on your plot plan there, did you?

RICK WILLIAMS: Yes, yes, we did.

LARRY SHEELER: For how many cars inside?

RICK WILLIAMS: Well, we can't count tandem parking. You only have room for one parking space that has unimpeded access in width. Your width --

LARRY SHEELER: I see. It's our contention to have two cars in there.

RICK WILLIAMS: Right, but in tandem.

COMMISSIONER BUGBEE: What are the -- you know, you were talking also about the 80 foot right-of-way on St. Louis. What's happening there, anything? You know, we've been getting all kinds of talk about St. Louis and Oakey. Is there anything on Public Works future --

RICK WILLIAMS: There's no specific dates planned for widening them.

CHAIRMAN JUNIEL: But it's possible always I guess. Sir.

LEN PETOSKE: Yes. I'm Len Petoske. I live at 2013 Santa Paula which is across the street and two doors down and I just want to indicate that I've observed no problems from Mr. Sheeler as far as parking of his clients, but the property that's right across the street from him that

LEN PETOSKE:

you saddled us with is constantly bothering us with vans and buses and trailers that's always parking on our streets and I apologize for being here a little late this evening. I didn't get all of the indication of what he's planning to do there, but anything that he does that causes additional street parking I'm certainly against because we have totally too much of that now from this thing that you gave us right across the street. It's a tremendous nuisance and a problem and we don't want to a --

COMMISSIONER BUGBEE:

Which thing is that?

LEN PETOSKE:

It's a good question. We don't know what it is. There's two or three different offices in there and the personnel change from time-to-time. The people live there sometimes and they have offices there and basically, it's an entertainment kind of thing. I guess ostentatiously they interview for strip personnel or something, but they come in with vans and buses that park on the street because there's just absolutely is no parking for those kind of vehicles on the property and consequently they take up our parking out in front of our house just about daily. Anything that would add to that already problem that we have, I'm certainly against. Thank you.

CHAIRMAN JUNIEL:

Thank you.

LARRY SHEELER:

In response to Mr. Potowski, I never -- we don't have any walk-in traffic so to speak. I never have over, you know, two clients at once at my office ever. You know, it's a mortgage brokerage.

CHAIRMAN JUNIEL:

It's a mortgage company?

LARRY SHEELER:

Yes and everything's done by mail so -- it's not like people come there shopping or anything. We never have a full parking lot with what we have now.

UNIDENTIFIED WOMAN:

We can't hear from here.

LARRY SHEELER:

I said, we don't -- we never have a full parking lot now. It's never been a problem. We don't have that much traffic. It's very light for my building.

CHAIRMAN JUNIEL:

Okay. The public hearing is closed. May I have a motion?

COMMISSIONER BUGBEE:

Well, I certainly think his next door neighbor has something to talk about. As much as staff is only concerned about one parking and driving by there,

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COMMISSIONER BUGBEE: I agree with Mr. Sheeler I don't see very many cars there. I'M GOING TO MOVE FOR APPROVAL, BUT I WANT HIM TO HOLD AND MAINTAIN THAT 3 FOOT SIDE YARD SETBACK

RICK WILLIAMS: Second floor also?

COMMISSIONER BUGBEE: Well I -- the second floor, I think if he drops within -- he's got a little overhang there of maybe a foot. I have no problem, but I want that wall, that inside wall to be a 3 foot setback from the side wall and it should give you about a foot overhang to keep it straight; and then along that side for additional protection, I'd like to see a gutter along that roof. Okay.

LARRY SHEELER: Thank you.

(Motion carried with Asworth and Sorensen excused)

END OF DISCUSSION

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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

JUNE 5, 1985

NOTICE IS HEREBY GIVEN THAT on Wednesday, June 5, 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-28-85 APPEAL filed by MELVIN A. PEKRUL to the action of the Board of Zoning Adjustment in APPROVING the application of LARRY A. SHEELER for a Variance to allow the two-story addition to an existing office building which will extend to the side property where a 5 foot setback is required, and to the rear property line where a 15 foot setback is required on property located at 530 St. Louis in Zoning District P-R.

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS LOT 24,
BLOCK 1 PARADISE VILLAGE TRACT 2.

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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MAYOR BRIARE:

The first public hearing scheduled for today is an appeal filed by Rev. Melvin Pekrul to the action of the Board of Zoning Adjustment in approving the application of Larry Sheeler for a Variance to allow a two-story addition to an existing office building which will extend to the side property where a 5 ft. setback is required and to the rear property line where a 15 ft. setback is required. This is property located at 530 St. Louis. The Board of Zoning Adjustment recommended by majority of vote for the approval of this request. Staff recommendation was for denial of the request, and there were two protests of record so far. The appeal having been filed by Rev. Pekrul, his turn comes first. Mel.

REV. MELVIN PEKRUL:

Your Honor, I am the neighbor that is adjacent to the back of the property where there is a setback of 15 ft. which is he proposing to move to within 2 ft. of our property, running at a second-story, which means a blank wall of two stories two feet from our property line. The City staff recommended against it, because they felt it was out of character with the neighborhood, and it is, and I have talked since this meeting with five neighbors, and they all feel that it will be out of character, and we don't relish looking at a blank wall next to our property two stories high. Furthermore, the roof will extend to our property wall, which will mean runoff will run on either our property, and even if there's a -- even if there were eave troughs, our neighbor has them, and they overflow and that would mean overflow on our property. I think it creates a fire hazard. That property has been fire bombed and burglarized and we're just glad it wasn't two feet away from our property when that fire took place. Repair would be very difficult two feet from a property line. We're at least five feet away and I would like to see it stay at least five feet away from our property line. We've been told by realtors that it will hurt property values. We would like to -- we're envisioning selling that someday and maybe not too far away and we don't think we're going to be able to sell it with a two-story blank wall facing us on one side of our property. So I'm unhappy about it, and I have several neighbors here that are here that feel the same way, and this is why I felt I should appeal.

MAYOR BRIARE:

Thank you, Reverend. Do the ladies wish to have their names recorded as being present?

REV. MELVIN PEKRUL:

We have Mrs. Tony Blank, the neighbor next to me, and then Betty -- I forget your last name --

FROM AUDIENCE:

Lynn.

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- REV. MELVIN PEKRUL: Betty Lynn, represents the neighbor beside her. I have even talked to the realtor on the other side of this property, and while he does not want to formally protest, he says, "I'm not really looking forward to seeing" -- he's going to his property line, right to the wall. And to me, no setbacks in a residential neighborhood is not good for anybody.
- MAYOR BRIARE: This is your appeal; however, if there is somebody that wanted to make a comment --
- MRS. MELVIN PEKRUL: Could I just add a word to my husband's?
- MAYOR BRIARE: Why don't you ask your husband? (Laughter)
- MRS. MELVIN PEKRUL: We talked about this. We do communicate. I just wanted to add that in recent days when we've been driving around town, on Eastern, for example, which is a pretty heavily traveled artery which has largely gone professional and in some cases commercial, I find almost no two-story structures. West Charleston was formerly when we came here years ago largely residential and it has slowly gone professional. Most of those even are not two stories, just in a few cases. It's only on the very main arteries. East Saint Louis is not. It's not downtown, and it is a residential neighborhood, and the other buildings that have become professional offices have maintained the character, I think, of the neighborhood pretty well. They've provided parking in some cases. We have felt the burden of a lack of parking spaces. We sometimes can't find parking, and our neighbors find that they're sometimes put upon for parking. That's all I wanted to say.
- MAYOR BRIARE: Thank you, Mrs. Pekarul. Thank you, Reverend. Is Mr. Sheeler present?
- COUNCILMAN LURIE: Harold, let me ask you a question. On that west property line there, how much of a setback is there?
- HAROLD FOSTER: From the proposed addition?
- COUNCILMAN LURIE: Yes.
- HAROLD FOSTER: It will go right to the property line.
- COUNCILMAN LURIE: But the south part is recommended three feet?
- HAROLD FOSTER: Yes. It's three on the first floor and two on the second floor, and that would include overhang and everything be setback those distances.

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MAYOR BRIARE: Mr. Sheeler.

LARRY SHEELER: Well, that's the point I wanted to make. Rev. Pekrul said two feet. It's three feet set in, and it does not go to his wall. It goes two feet from his wall, and the upper story does not have a flat wall. It's slanted towards the north, which will -- you know, of course, you're not looking at a flat wall.

COUNCILMAN NOLEN: Why don't you turn that around (referring to the plot plan).

LARRY SHEELER: It's slanted. It's not flush.

COUNCILMAN NOLEN: Harold, I have a question. If this was still just residential, a person could put a two-story home there without any problem, couldn't they?

HAROLD FOSTER: That's correct. They have to setback the required setbacks unless they got a variance.

COUNCILMAN NOLEN: Well, even in the ordinance though you can put like -- I think it requires five foot and you can build a fireplace within three feet?

HAROLD FOSTER: Yes.

COUNCILMAN NOLEN: Thank you.

MAYOR BRIARE: Mr. Sheeler, did you want to add anything else? You were approved as you know by the BZA Board; however, anyone according to the rules that the City is guided by -- anyone can appeal that decision, and that's what we're here for. We have the minutes of the meeting. Each of us are familiar with what transpired at the Board of Zoning Adjustment meeting, and today if you wanted to add anything to your application that wasn't included in the meeting before the BZA, you could do so now. Otherwise, we can just find out what the Board wants to do.

LARRY SHEELER: Thank you, Your Honor. I don't have.

MAYOR BRIARE: You have nothing else to add to it, right?

LARRY SHEELER: I don't think so.

COUNCILMAN LURIE: The question I have is if you have the setback, the three foot on the south side, the water problem is taken care of because the water stays on his property. On the west end if you're zero lot line there, where does the water go, to the west property owner?

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HAROLD FOSTER: It looks like it goes right to the property line. It's conceivable it would too unless there was a rain gutter installed on that one too. It's P-R abutting the property to the west.

COUNCILMAN LURIE: Well, what does that have to do with the water problem? I'm looking at the water going -- if it's not controlled, if you don't have a gutter there to take care of that water, that means it's going to go into his neighbor's yard when it rains on the west side. The south side seems to be taken care of because you have a setback.

HAROLD FOSTER: Yes.

REV. MELVIN PEKRUL: How far does the loop overhang on the south side? That's our side?

COUNCILMAN LURIE: Two feet.

LARRY SHEELER: No, one foot.

(QUESTIONS ARE ASKED FROM THE AUDIENCE WHICH DO NOT CLEARLY PICK UP ON THE RECORDING AND ARE THEREFORE DELETED FROM THIS TRANSCRIPT.)

HAROLD FOSTER: No, the overhang and every part of the structure will have to set back three feet on the ground floor and two feet, you know, from the side property line on the second floor.

COUNCILMAN LURIE: Right, so if the wall is here, I mean, the setback is two feet on his own property, not two feet on the other property. What the Reverend is asking --

HAROLD FOSTER: It's on the P-R property.

COUNCILMAN LURIE: -- it doesn't go over into his yard?

HAROLD FOSTER: No.

COUNCILMAN LURIE: That's what you're asking, I think.

REV. MELVIN PEKRUL: Yes. I want to know if the roof extends beyond the wall up to our property line.

COUNCILMAN LURIE: No.

COUNCILMAN NOLEN: It will be three feet back from the property line at the ground level and two feet back from the property line at the second floor level, two feet from onto his property.

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COUNCILMAN BUNKER: The second level is wider at the bottom than it is at the top. Now, the two feet -- now, there is an overhang between the first level and the second level?

LARRY SHEELER: Yes, that's correct.

COUNCILMAN BUNKER: A one foot overhang. So actually the roof line of the second level is three feet, but it's just this one foot overhang, but it's still two feet from the overhang to the wall?

LARRY SHEELER: Inside my property, that's correct.

COUNCILMAN BUNKER: What's the slope of that roof?

LARRY SHEELER: I don't know what the degree is. It's --

COUNCILMAN BUNKER: It will not be straight up? It will not be perpendicular?

LARRY SHEELER: No, it will not. It will slant to the north so that you're not looking at a flat wall.

COUNCILMAN BUNKER: That will not be block then? It's likely to be stucco or some type of siding or --

LARRY SHEELER: It will be siding.

COUNCILMAN BUNKER: Shingles of some type?

LARRY SHEELER: Yes.

FROM AUDIENCE: Wood shingles?

LARRY SHEELER: Wood or asbestos. I don't know what they used in materials.

FROM AUDIENCE: Fire hazard.

COUNCILMAN BUNKER: But it will not be a block wall, obviously, because it's going to have a slope to it?

LARRY SHEELER: No. No, not the top floor.

MAYOR BRIARE: Any other questions or comments by the Council?

COUNCILMAN BUNKER: I'm wondering if some of the concerns of Rev. Pekrul have been satisfied perhaps since it is not a perpendicular wall; it will be a slanting wall, and there will be two feet from even the overhang to the property line. The --

REV. PEKRUL: I'd like to see a minimum of five feet. That's what our property -- that's what our building is from the

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- REV. PEKRUL: wall and I'd like to see his building at least five feet away too.
- MAYOR BRIARE: Anything else by the Council? You know, Mr. Sheeler, did you apply for the original P-R zoning?
- LARRY SHEELER: No, sir.
- MAYOR BRIARE: You purchased the property as P-R, and you purchased it under the design -- well, of course, you purchased it the way it was at the particular time.
- LARRY SHEELER: Yes, I did.
- MAYOR BRIARE: And that area was P-R. In my opinion, it cannot be compared with a two-family dwelling, if somebody makes the comment about, you know, it's the same as a two-story house. It's not the same as a two-story house. It's a commercial operation, and that's why you buy P-R is to conduct a business in a building, and it was -- you bought the property to conduct it in the building the way it was at that time. Obviously, you want to improve it now. You want to do something different and that's why you're before the BZA and now this Board on a variance. I think these folks are right. They have concerns and I think that since you bought that property and you had it and you used it the way it was originally zoned as P-R, that you should conform to the ordinance. That's my personal feeling. Now, we don't even have a motion yet before us, but I wanted to express my feelings on the comment that was made, it's just like having a second story on your home. It's not a home, and you're not going to make it a home. You're going to use it for an office and that's why you bought the property, to use it for an office. It's not a home. And the character of the neighborhood in this instance is not going to get any more residential because you have a second story. But in any event, the only comment I have to make if there's no further comments by the Board Members, what would be the pleasure of the Board on this appeal?
- COUNCILMAN BUNKER: Well, Your Honor, I'm still of the opinion that it should be denied. I just wanted to make sure staff had not changed their position on it.
- COUNCILMAN NOLEN: All along this on Saint Louis there you've got P-R, and next to him. You've got P-R across the street from him, and across the street from the one behind him on Saint Louis. P-R is certainly not residential.
- LARRY SHEELER: There's a three-story apartment house directly across the street.

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- COUNCILMAN NOLEN: You've got R-4 down on one corner; R-5, R-4, R-4.
- MAYOR BRIARE: Well, Councilman Nolen, this is not an argument of Rev. Pekrul as to whether that is zoned --
- COUNCILMAN NOLEN: Well, no, but I'm addressing some of the remarks in regards to -- you know, you're talking about this being a residential area. This is not a residential lot. This is a P-R lot. It is P-R and I don't think that we can properly apply what is residential to it. This is on Saint Louis. To me, it's a nice looking structure. I don't have a real problem with it, and I think that if he was going right up to the property line, I'd have a problem with that. He's dumping water on somebody else's property, but he'll be two feet from the property line on the roof, and I don't see how that's going to be detrimental to the property there on Santa Paula Drive, and BASED ON THAT, I'D MAKE A MOTION AT THIS TIME TO DENY THE APPEAL AND UPHOLD THE CONDITIONS AS SET FORTH IN THE BZA'S MEETING. THAT'S CONDITION 1, 2 AND 3: First floor to be set back three feet from the south property line; second floor to be set back two feet from the south property line, and a rain gutter installed on the south side of the addition as required by the Department of Community Planning and Development. AND THAT'S TO UNDERSTAND THAT ALL OF IT, INCLUDING THE RAIN GUTTER, IS BACK TWO FEET. Is that right, Harold? THE FINISHED PRODUCT SHOULD BE TWO FEET BACK.
- HAROLD FOSTER: I don't think it was intended that the rain gutter would be back that, you know, the entire setback. It would probably protrude four to six inches, something like that, and I don't think that would make any difference because it would just be a small fixture.
- COUNCILMAN NOLEN: Alright.
- COUNCILMAN LURIE: But you'd need also that rain gutter to go all the way around the building on the west side too.
- COUNCILMAN NOLEN: YES, I'LL MAKE THAT PART OF THE MOTION.
- MAYOR BRIARE: The staff recommendation was for denial as insufficient justification of this request. Mr. Foster, could Mr. Sheeler accomplish what he wants to accomplish by redesigning the property to the point where he would not need a variance?
- HAROLD FOSTER: It's conceivable that the addition could be placed on the north side of the property towards the Saint Louis side or they could go entirely with a second story addition on the existing structure and still maintain

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HAROLD FOSTER: the required setbacks, plus they could also go towards Santa Paula. There's sufficient room there. So it does appear there is an alternative to what's being proposed.

MAYOR BRIARE: If he were to exercise an alternative such as you just described, then he would not need a variance, would he? Or would he?

HAROLD FOSTER: No, he would not, as long as he would conform to the setbacks.

MAYOR BRIARE: So in other words, there is a solution to his problem other than causing his neighbors to be concerned about it? It is just that this is what you want to do. Maybe you're not interested in redesigning it in some way so that you don't bring the neighbors into --

LARRY SHEELER: I did redesign it. I do need the garage area and so forth where it is for the dimensions.

MAYOR BRIARE: Well, that's the way you had your plans drawn, Mr. Sheeler, and we know that's what you want. That's what you applied for. But --

LARRY SHEELER: Yes. Nothing else really will fit.

MAYOR BRIARE: -- I was trying to determine from Mr. Foster if there is another alternative that you could do and I'm satisfied with his answer that there is another way you could go about it and not cause the problems that are expressed here by Rev. Pekarul and his family.

LARRY SHEELER: The first floor, the garage part, is an absolute necessity. The top floor could be moved forward towards the north, you know, more. I could have more setback on the top floor, which is what he's objecting to, the site of the top floor.

MAYOR BRIARE: Well, you answered my question, Mr. Foster, and that's what I wanted to get across to the Board Members, that there are other alternative that could be used, but we're not here to try to -- at least I'm not here to try to redesign Mr. Sheeler's plans here. It's just the opportunity to get it out in the open that there is another way you could do this without having to go through the variance and upsetting the neighbors. Any other comments or questions? This is on the motion to deny the appeal and thereby allowing Mr. Sheeler to go ahead. Cast your votes. Post. The motion is tied. (VOTE: Councilmen Nolen and Lurie voted "Yes;" Mayor Briare and Councilman Bunker voted "No;" Councilman Levy was excused from the meeting.)

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 5, 1985
IX-A -- APPEAL FILED BY MELVIN A. PEKRUL TO THE ACTION OF THE BZA RE
APPLICATION OF LARRY A. SHEELER, V-28-85, 530 ST. LOUIS

0297

Page 9

MAYOR BRIARE:

The rules are that when there is a tie vote that the matter is held over until the next meeting when a full Board would be present in order to revote on this particular application. So, Rev. Pekrul, your appeal is still hanging. It did not get enough votes to deny your appeal, and it would appear obvious that there's not enough votes to grant your appeal, so it stays as is until the next meeting. Mr. Ogilvie, that's the procedure, is it not?

CITY ATTY. OGILVIE:

Yes, Mr. Mayor.

MAYOR BRIARE:

Does it automatically come up on the agenda in the afternoon?

CITY ATTY. OGILVIE:

Yes.

MAYOR BRIARE:

It will come on the agenda again the afternoon of the 19th of June in the afternoon just like right now. Thank you, Mr. Sheeler.

(END OF DISCUSSION ON THIS ITEM.)

/ch

AGENDA*City of Las Vegas*

June 5, 1985

Page 33

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

ITEM

Council Action

Department Action

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

2:30

- B. V-39-85 - APPEAL filed by JOSEPH P. MONTEIRO, ESQ. on behalf of GERALD G. BEAL to the action of the Board of Zoning Adjustment in DENYING his application for a Variance to allow a landscaping business (in conjunction with existing residential use) with related vehicle and equipment storage where such use is not allowed on property located at 5004 and 5012 Donnie Avenue in Zoning District R-E.

Board of Zoning Adjustment unanimously voted DENIAL. If approved, the following are recommended conditions:

1. Conformance to the plot plan.
2. Installation of a 6' high masonry wall along the north and east property lines.
3. Installation of a 4' high masonry wall along the south property line on the portion of the property used for the landscaping business.
4. Pave all vehicle parking spaces and driveways as required by the Department of Community Planning and Development.
5. No material shall be stacked higher than the 6' high masonry wall.

Staff Recommendation: DENIAL

PROTESTS: 9

Bunker -
Appeal DENIED
thereby denying
application.
Unanimous
(Levy excused)

APPEARANCES:

Atty. Joseph
Monteiro

Gerald G. Beal

PROTESTANTS:

Timothy Allen,
3305 Theresa Way

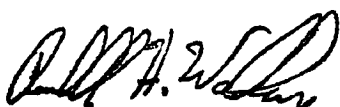
Gary Poe
5000 Donnie Ave.

Dianne Allen,
3305 Theresa Way

Richard Morales
3313 Theresa Way

NOTE: Councilman Nolen directed staff to investigate on-going business on this property and see that operation ceases.

APPROVED AGENDA ITEM



TO: THE CITY COUNCIL
RE: PUBLIC HEARING AGENDA ITEM
JUNE 5, 1985 CITY COUNCIL AGENDA

B. V-39-85 - GERALD G. BEAL

This item is an appeal by the applicant to the action of the Board of Zoning Adjustment in denying a Variance to allow landscaping business with vehicle and equipment storage where such use is not allowed at 5004 and 5012 Donnie Avenue in an R-E Zone. The applicant lives in a single family residence on the property and the commercial use is proposed immediately to the east. To the west in the C-2 zone, the applicant operated a plant nursery business which has been leased to another operator and now is no longer in operation. There is developed R-E to the east and north and a church has been constructed on the parcel to the south. There have been complaints from the neighbors on the applicant using this portion of his property for commercial use that included dispatching workers and equipment from the property as well as storing wood pallets, old cars, trucks etc. on this site. While the C-2 zoning abuts the R-E to the east, the development in the R-E with relatively large and expensive homes needs to be protected from any further extension of the commercial. Several protestants appeared at the Board of Zoning Adjustment meeting and indicated the site where this landscaping business is proposed has been very unsightly and detrimental to the adjoining residential properties and has been there almost one year. They felt the present condition of the property and the commercial use requested in this variance would affect the value of their homes.

Board of Zoning Adjustment Recommendation: DENIAL, insufficient justification for this request

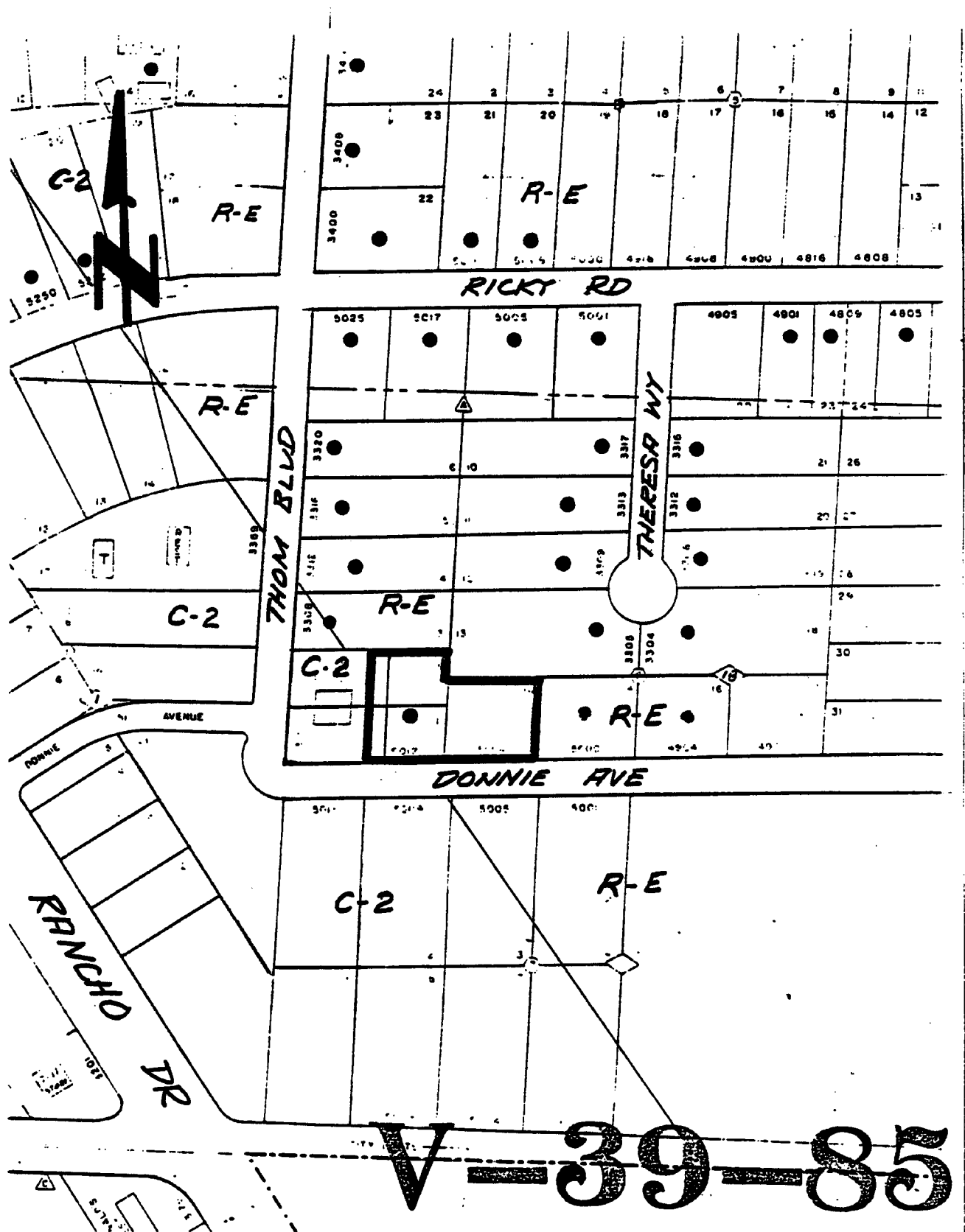
Staff Recommendation: DENIAL - the applicant should use his C-2 zoned property to the west for this use.

PROTESTS: 9 (9 letters with 2 protestants also appearing at meeting)

SEE ATTACHED LOCATION MAP

ITEM IX. B. V-39-85 LOCATION MAP

0300



0301

LAW OFFICE

Joseph P. Monteiro, Esq. Chtd.

*5665 S. Valley View Blvd., Las Vegas, Nevada 89118
702 739-1466*

May 6, 1985

City Clerk, Carol Hawley
400 E. Stewart Ave.
Las Vegas, NV 89101

Re.: V-39-85

Dear Ms. Hawley:

Please be advised that I represent Mr. Gerald G. Beal, who resides at 5012 Donnie Avenue, Las Vegas, NV 89130. I am in receipt of your letter dated April 26, 1985, wherein the board of Zoning Adjustments denied my client's request for a Variance to allow a landscaping business (in conjunction with existing residential use) with related vehicle and equipment storage where such use is not allowed on property located at 5004 and 5012 Donnie Avenue, in Zoning District R-E.

Please let this letter serve as a formal demand of an appeal of said decision, or in the alternative a review of said application.

Please advise my office as to your findings.

Sincerely,

Joseph P. Monteiro
JOSEPH P. MONTEIRO
JPM/bc

Public Hearing 6/05/85

RECEIVED
MAY 6 2 28 PM '85
CITY CLERK

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 13 - V-39-85 - GERALD G. BEAL

PAGE 1

CHAIRMAN JUNIEL:

Public hearing Item 13, V-39-85, application of Gerald Beal for a variance to allow a landscaping business in conjunction with existing residential use with related vehicle and equipment storage where such use is not allowed on property located at 5004 and 5012 Donnie Avenue in Zoning District R-3.

RICK WILLIAMS:

This particular piece of property lies just off of Rancho Drive off of Cheyenne. It is zoned -- the applicant used to operate his nursery in a piece C-2 Zoned property that was located just west of his home. There was some rezoning applications to adjust the C-2 Zoning to match the lot line of that -- what was that nursery and likewise to adjust the R-E Zoning on this site to allow him to construct his home. The applicant intends to move his nursery operation to the subject site where his home exists and he desires to use the vacant lot just east of his home for open storage. As a matter of fact, the applicant is currently using the vacant parcel for this storage and we've received a number of complaints about dispatching men and equipment and the unsightly condition of the parcel. There's a lot of old cars and trucks and wood pallets and various and sundry items located on that parcel. Here's some photographs that one of the protestants submitted. The property directly across the street from the applicant's home is vacant and recently a church was constructed just to the east of that vacant lot, which would be directly across from the open storage. There is a single-family dwelling located just east of the proposed storage lot. As a matter of fact, there's quite a number of very nice R-E homes in this area as those photographs indicate. There is a great deal of undeveloped commercially zoned property along Rancho Drive and as a general rule, staff certainly doesn't encourage the expansion of a commercial pattern where there is such an obvious over supply of commercial now. Staff, likewise, did not like the mix of commercial and residential uses, except as those allowed within the limitation of a home occupation use permit. The applicant's proposal to store his trucks, backhoe and other landscape business equipment certainly is not conducive to good residential environment. So staff, therefore, strongly recommends DENIAL and we have nine protests of record on that petition that you have.

CHAIRMAN JUNIEL:

Thank you. Would you please state your name and address.

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 13 - V-39-85 - GERALD G. BEAL

PAGE 2

GERALD BEAL:

My name is GERALD G. Beal and I live at 5012 Donnie and I acquired this property a year ago in March when it was pretty much overloaded with refuse -- considerable amount of trash and garbage on it and I then used it to dismantle boxes and crates and things and really didn't clean it up. At presently, it's been graded and hauled away about 4 dump truck loads of material and things from it and it's ready to be hauled away again. Most of it's been hauled away. There is 3 people -- 3 houses on that street, myself and 2 other houses is all there is on that street and the rest of it is all behind block walls. Across that street is open desert except for the church. They've got small storage areas -- a huge area there along Cheyenne and the rest of the street is commercial. I mean, we're totally excluded from the whole residential area behind it. There'd be no reason for anyone going down that street if you didn't live in one of those 3 homes.

CHAIRMAN JUNIEL:

Have you seen these photographs?

GERALD BEAL:

No, I haven't. In fact, I didn't know I had any protests at all except for the next door neighbor who thought I had turned him in for too many horses and, of course, I didn't do anything to him, but -- run five or six horses -- and he said I turned him in for it. So he told me he turned me in for parking my vehicles there.

CHAIRMAN JUNIEL:

Well, I just see so much on here I don't know what's used for landscaping, but maybe you should look at these and tell us what they are because I can't see myself -- what it is. The top right photos.

GERALD BEAL:

Well this has been graded out completely. This is completely graded out. One of my hands -- this area is -- I inherited this area and the trucks -- one of my hands truck has broken down, but I'll have it moved. This has been graded out and cleaned. This has been graded out and cleaned. Again -- the same thing. This is commercial property. It has nothing to do -- it's being cleaned there. It has nothing to do with me.

CHAIRMAN JUNIEL:

Sir, were you going to use this property for landscaping -- just to store whatever it needs for the landscaping end in an enclosed building?

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 13 - V-39-85 - GERALD G. BEAL

PAGE 3

- GERALD BEAL: No. My intent was to park my equipment there. This one has been -- as I say, wasn't -- was just laid to go to waste there. I begin to park my equipment there about two months ago and since then I begin to clean it up.
- CHAIRMAN JUNIEL: You live there too?
- GERALD BEAL: No, that's the vacant lot. It's the lot here. All I want to do is park my equipment there. I don't have a nursery. I don't carry that much stock or anything on hand. It's parking equipment, a tractor, a loader, a dump truck, a vehicle. I don't have anything bigger than a 6-yard dump truck which is a small single-axle dump truck and I have one-ton trucks. and they will be parked decently and in rows if necessary whatever, but we are cleaning the area up. As I say, I inherited it. It was pretty much of a mess and I just didn't clean it up myself and I made more of a mess there.
- CHAIRMAN JUNIEL: Oh, you've only been there two months, is that what you're saying?
- GERALD BEAL: I think I've been parking there about two months, yes. I don't know, you know, it sort of grew on the area, but these homes are of no consequence to me. I don't understand how any of these homes can be close. I mean --
- CHAIRMAN JUNIEL: It's not necessary to be close. That's an open area out there. I'm familiar with the area. The people may live miles away, but it's still one area. They have to pass it to go where they're going.
- GERALD BEAL: You see, this is a very short street and there's 3 houses on that street, mine and 2 others. Now that's a dirt road and it's got to be out of the way, Donnie is. All that's behind that is a block wall and I don't understand what the complaint is? What's the problem? The front of it is all commercial.
- CHAIRMAN JUNIEL: Is there a block wall?
- RICK WILLIAMS: A block wall?
- CHAIRMAN JUNIEL: Around that vacant lot.
- RICK WILLIAMS: I think there might be a block wall.

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 13 - V-39-85 - GERALD G. BEAL

PAGE 4

GERALD BEAL: That's a block wall which continues on for another hundred and some feet I think.

CHAIRMAN JUNIEL: Alright. This is a public hearing. Is there anyone here in opposition to this applicant? Please come forward. State your name and address and sign in.

DIANE ALLEN: My name is Diane Allen and my address is 3305 Theresa Way. I border adjacent to Mr. Beal's property and I have view from my property of all of his property. Mr. Beal is lying. I hate to say that, but it's a true story. He's had equipment parked on that -- if he bought it in March, we called him as soon as that equipment was there and we called him at least a year ago and this is April. I hate to say that but that equipment has been parked there for a long time. We asked him if he would please move it and he -- to my husband, profanely said that that was just tough. The block wall is on our property. We put it in -- we put it in --

GERALD BEAL: At least half of the wall is on my property.

DIANE ALLEN: And he does own half of it. He did not pay for half of it. He does own half of it. We put it in on the property line. These neighbors are immediate neighbors. They are absolutely immediate neighbors. We have no quarrel with business in the neighborhood. It is open and there is highway, that's true. They maintain property in keeping with the residential area. They maintain typical property. The restaurant, Larry's Old Ranch, Danny's Old Ranch House, The Old Ranch House, is a very well-known established place here in town. They protest. They signed the petition that we sent around. The church is totally in keeping with everything that's in the neighborhood. It is landscaped. It is neat. It is tidy. This property at 5004 is open and the trash has been there and the vehicles have been there for at least a year. I hate to say that, but I have to say it that's a true story. His residential property we don't take any quarrel with. That's at 5012. From our property, we look over his residential property to property at 3300 Thom where he did own a nursery. He still owns the property and it's an eyesore. I own Rancho property and I know for a fact that if my tenants create an eyesore in that property, I'm responsible for it. We don't like what he's done with the property so far. We don't feel he's been in good faith. We like good neighbors in our area. We don't feel he's been one. That's about all I have to say. It's not in keeping; and all these people on the petition, I speak for them and I can get more. Thank you.

TRANSCRIPT - BOARD OF ZONING ADJUSTMENT MEETING - APRIL 25, 1985
ITEM 13 - V-39-85 - GERALD G. BEAL

PAGE 5

CHAIRMAN JUNIEL: Is there anyone else in opposition?

GARY POE: I'm Gary Poe. I own the property, 5000 Donnie next to the vacant lot. Mr. Beal seems to feel that this is a vendetta. I'm with Mrs. Allen. I don't feel it's a vendetta. I feel that -- I thought it over firmly. It's a detriment to our property, our investment. This is our money that we put into it and Mr. Beal has not made an attempt to be a good neighbor. The man feels that this was done, as I say, a vendetta and it wasn't. What we're trying to do is keep our property value up and the man has told some lies and I'm sorry.

CHAIRMAN JUNIEL: Thank you. Mr. Beal, would you like to --

GERALD BEAL: Well what I just said, I'm in the process of cleaning the property up and that -- truck loads and truck loads of material which I said 7 or 8 truck loads or residue that he left there. He owned the property at one time and as I said, we're cleaning it up. All you see here in these areas are things that he left, but we're cleaning the property up and I've got it scraped up pretty much and hauled away. If they want a block wall around it, I can do that, but -- to park equipment there in an open area, it faces to vast areas of openness, you know. As far as the property that's a nursery, I'm selling that. It was abandoned. I sold it or leased it out in February a year ago and it was abandoned in February or something. I wasn't able to start the nursery up with as much inventory and things that they left to die. I've cleaned that away. They're in the process of tearing down the nursery shades and doing whatever else they're going to do, but I've sold the property or in the process of selling the property. They're cleaning it up.

CHAIRMAN JUNIEL: Thank you. The public hearing is closed. May I have a motion please?

COMMISSIONER BUGBEE: Yes. Mr. Beal, I think it's very tragic when all of your neighbors have to get together and appeal this Commission to maintain a certain amount of semblance of order and -- in a neighborhood and for that reason, number one, I'M DENYING THIS APPLICATION. (The motion carried with Ashworth and Sorensen excused)

END OF DISCUSSION

To Whom It May Concern,

In response to # V-39-85 an Appeal filed by Joseph P. Monteiro on behalf of Gerald G. Beal in regards to a Variance to allow business use of present residential use property located at 5004 and 5012 Donnie Avenue.

I am a resident and property owner of Elstner Estates and live at 3316 N. Decatur. I am opposed to this request simply because it does not comply nor does it conform to the present adjoining properties and it would be a hinderance to the future growth and property values of our neighborhood. I give thanks to you for your previous denial and pray The Lord

CITY COUNCIL MEETING NOTES - JUNE 5, 1985
gives you warm regards
to the decision you will make.
Thank You for your time in
reading this.

0308

Michael W. Dykes
3316 W. Decatur
LV, Nev. 89130.
Ph # 645-4033.

RECEIVED

MAY 20 3 21 PM '85

CITY CLERK

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

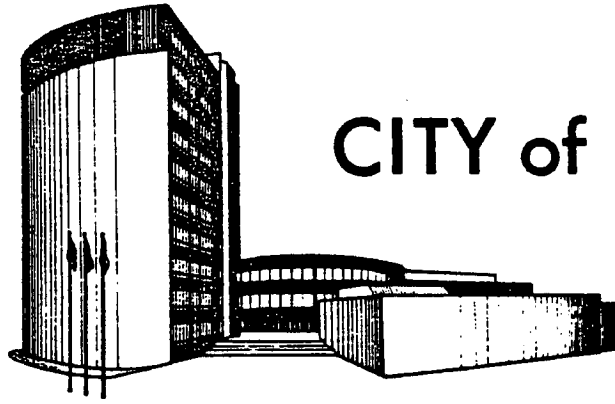
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

JUNE 5, 1985

NOTICE IS HEREBY GIVEN THAT on Wednesday, June 5, 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-39-85 APPEAL filed by JOSEPH P. MONTEIRO, ESQ. on behalf of GERALD G. BEAL to the action of the Board of Zoning Adjustment in DENYING his application for a Variance to allow a landscaping business (in conjunction with existing residential use) with related vehicle and equipment storage where such use is not allowed on property located at 5004 and 5012 Donnie Avenue in Zoning District R-E.

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS LOT 14
AND THE EAST 117' of LOT 1 AND 2, BLOCK 6, ELSTNER
ESTATES.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meetings 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*

June 5, 1985

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Council Action

Department Action

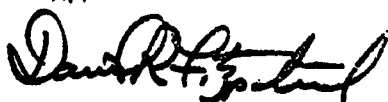
**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR**

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*

June 5, 1985

0311

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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.

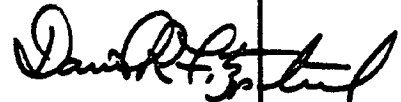
Final Maps:

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



AGENDA*City of Las Vegas*

June 5, 1985

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

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ITEM

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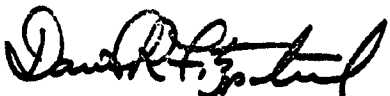
X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

2. Conformance to code requirements and design standards of all City departments.
3. Vacation shall not be recorded until all of the above conditions have been met.
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



AGENDA*City of Las Vegas*

June 5, 1985

CITY COUNCIL
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

- * CONSENT ITEMS - A, 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 A and B (subdivision maps). Any item may be discussed at the Council's discretion.

2:45

*A. TENTATIVE MAP1. Laguna Shores (Condominiums)

Property generally located east of Decatur Boulevard, south of Lake Mead Boulevard, R-E Zone (under Resolution of Intent to R-3).

Owner/Subdivider: Meadows Development Co.
No. of Acres: 9.92 No. of Units: 240

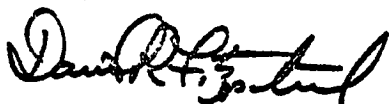
Subject to the following conditions:

1. Conformance to the conditions of approval for zoning application Z-14-84.
2. Provision be made for sanitary sewers which is acceptable to the Division of Land Development and Flood Control of the Department of Community Planning and Development.

Lurie -
APPROVED Items A-1,
B-1, B-2, B-3, C-1,
and D-1.
Unanimous
(Levy excused)

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



TO: The City Council
RE: Community Planning and Development Agenda Item
June 5, 1985 City Council Agenda

X.

*A. TENTATIVE MAP

1. Laguna Shores (Condominiums)

The Tentative Map is for the proposed subdivision of an apartment project which has just been completed. The proposal is to convert this development to a condominium project. The map conforms to the subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

June 5, 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. FINAL MAP

1. Glenview Meadows III

Property generally located north of Vegas Drive and west of Torrey Pines Drive, N-U Zone, (under Resolution of Intent to R-PD14).

Owner/Subdivider: Glenview Development Corporation

No. of Acres: 2.52 No. of Lots: 24

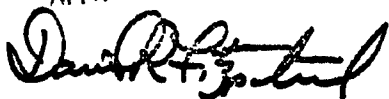
Subject to the following condition:

1. Conformance to the conditions of approval for the tentative map.

Lurie -
APPROVED Items A-1,
B-1, B-2, B-3, C-1
and D-1.
Unanimous
(Levy excused)

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 5, 1985

x. 0316

TO: The City Council
RE: Community Planning and Development Agenda Item
June 5, 1985 City Council Agenda

*B. FINAL MAP

1. Glenview Meadows III

The Final Map conforms to the approved tentative map and to the subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

June 5, 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)

*B. FINAL MAP

2. Redrock Heights No. 2, Unit 1

Property generally located on the south side of Ducharme Avenue, west of Cimarron Road, N-U Zone (under Resolution of Intent to R-CL and R-1).

Owner/Subdivider: Diversified Interests
No. of Acres: 2.06 No. of Lots: 12

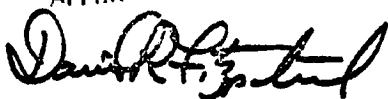
Subject to the following conditions:

1. Conformance to the conditions of approval for the tentative map.
2. Minimum front setback for the R-CL zoned lots to be 16 feet.

Lurie -
APPROVED Items A-1,
B-1, B-2, B-3, C-1
and D-1.
Unanimous
(Levy excused)

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 5, 1985

TO: The City Council
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June 5, 1985 City Council Agenda

X.

0318

*B. FINAL MAP

2. Redrock Heights No. 2, Unit 1

This final map is in accordance with the approved tentative map for this proposed R-CL development. Also the map conforms to the subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*****B. FINAL MAP****3. Concord Village, Phase 2**Property generally located east of Decatur
Boulevard and south of Lake Mead Boulevard,
R-E Zone (under Resolution of Intent to R-CL
and R-1)

Owner/Subdivider: RA Homes, Inc.

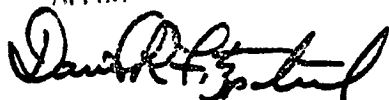
No. of Acres: 9.48 No. of Lots: 90

Subject to the following condition:

1. Conformance to the conditions of approval
for the tentative map.

Lurie -
APPROVED Items A-1,
B-1, B-2, B-3, C-1
and D-1.
Unanimous
(Levy excused)Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 5, 1985

TO: The City Council
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June 5, 1985 City Council Agenda

x.

0320

*8. FINAL MAP

3. Concord Village

The Final Map conforms to the approved tentative map and to the subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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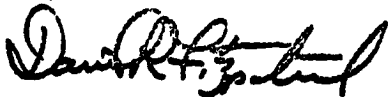
Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*C. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS1. Liberty Village #1Property generally located north of Buckskin
Avenue, east of Lorenzi Boulevard, 18 lots,
9.0 acres, R-D Zone.Lurie -
APPROVED Items A-1,
B-1, B-2, B-3, C-1
and D-1.
Unanimous
(Levy excused)

Staff to proceed

APPROVED AGENDA ITEM



TO: The City Council
RE: Community Planning and Development Agenda Item
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*C. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

1. Liberty Village #1

All offsite improvements for this subdivision have been completed in accordance with the agreements and all City requirements. The improvements can be accepted subject to completion of the improvements corrections list.

Staff Recommendation: APPROVAL - subject to completion of the improvements correction list.

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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*****D. RELEASE OF BOND**

1. Location: 6124 W. Charleston
 Use: Offsites
 Builder: Construction Planning
 & Management Corp.
 Surety Co.: Nevada National Bank
 Amount: \$9,700.00
 Bond No.: CLV 28-84

Lurie -
 APPROVED Items A-1,
 B-1, B-2, B-3, C-1
 and D-1.
 Unanimous
 (Levy excused)

Clerk to notify
 and staff to
 proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 5, 1985

x. 0324

TO: The City Council
RE: Community Planning and Development Agenda Item
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*D. RELEASE OF BOND

1. 6124 W. Charleston Boulevard - Construction Planning & Management

The offsite improvements 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

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:46

E. ENCROACHMENT REQUESTS1. William F. Curran - 3099 Valley View Blvd.

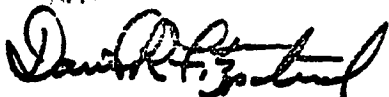
Request to enter into an Encroachment Agreement to allow landscaping in the City right-of-way in conjunction with the development of a shopping center at 3099 Valley View Boulevard.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recommended.
Unanimous
(Levy excused)

Staff to proceed

APPROVED AGENDA ITEM



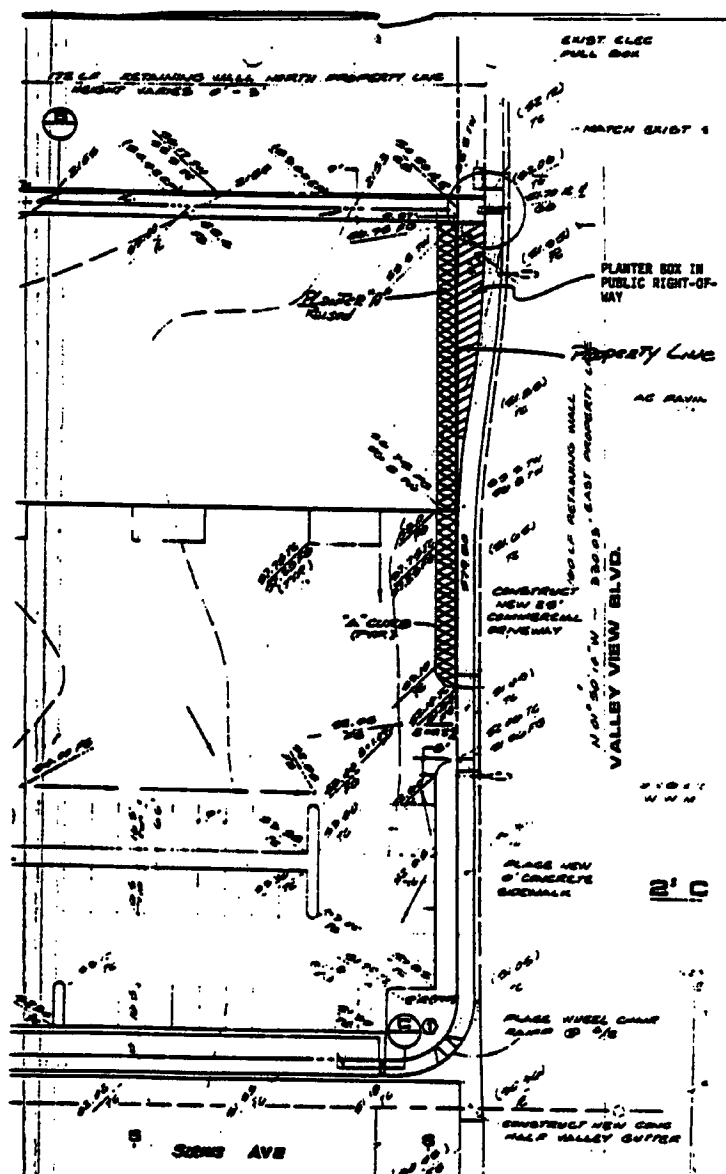
TO: The City Council
 RE: Community Planning and Development Agenda Item
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X. 0326

E. ENCROACHMENT REQUEST

The request is to allow landscaping in the right-of-way in conjunction with a new commercial development at 3099 S. Valley View Boulevard. The applicant is proposing a planter in the unimproved section of the right-of-way on Valley View that will vary in width from 10 feet to zero for a length of approximately 100 feet. The owner has signed an encroachment agreement concerning liability, removal and maintenance.

Staff Recommendation: APPROVAL



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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:46

F. REQUEST FOR SEWER CONNECTION

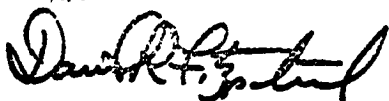
Request to connect to City sewer on property located outside City limits generally located on the northeast corner of Rainbow Boulevard and Oakey.

Staff Recommendation: APPROVAL

Lurie -
APPROVED
Unanimous
(Levy excused)

Staff to proceed

APPROVED AGENDA ITEM

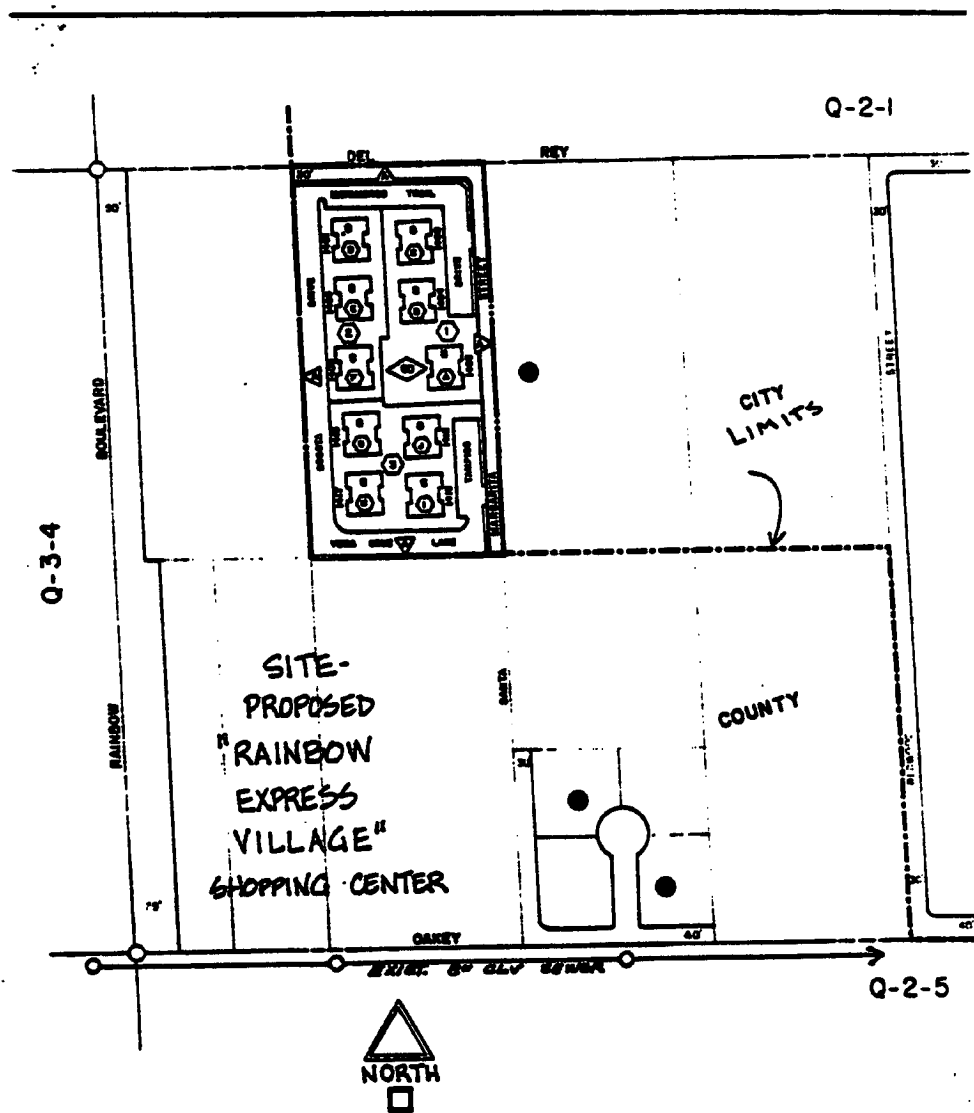


TO: The City Council
 RE: Community Planning and Development Agenda Item
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F. REQUEST FOR SEWER CONNECTION

The request is to connect to City sewer on land located outside the City limits at the northeast corner of Rainbow Boulevard and Oakley Boulevard. The parcel abuts the City limits to the north and the applicant has signed an annexation petition. There is an existing eight inch City sewer line on Oakley Boulevard. The applicant has signed the standard sewer line agreement and an annexation petition.

Staff Recommendation: APPROVAL



USE	ACRES	USE	ACRES	USE	ACRES	USE	ACRES	REVISIONS	NAME
Single Family		Commercial		Right Of Way				Land Use	Ken Henshaw

0329

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:46

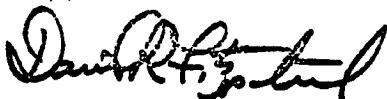
G. REQUEST TO INITIATE VACATION

Request for the City to initiate vacation proceedings for the west 4½ feet of Carter Street, generally located south of Warren Drive.

Lurie -
APPROVED
Unanimous
(Levy excused)

Planning to proceed

APPROVED AGENDA ITEM



X.

The request is to initiate vacation proceedings on a sliver of right-of-way that will reduce the street from 60 to 51 feet in width on Carter Street, south of Warren Drive. The right-of-way to be vacated is essentially 4½ feet wide. This section of Carter Street can be reduced to a local street width and will handle the traffic in this general area.

WASHINGTON PLAZA
Bk. 7 of Plats, Pg. 41

51' R/W EXIST
WARREN DRIVE

STREET

South line of Washington Plaza

30' R/W EXIST
30' R/W EXIST

30' R/W EXIST
25.5'

30' R/W EXIST
N. 00°08'00" W.

CARTER

30.01'

N. 89°03'11" W.

SUNSHINE VILLAGE
Bk 30 of Plats, Pg 88

North line of Sunshine Village

30.01'

N. 75°23'46" W. (R)
N. 58°51'14" W. (R)

N. 00°08'00" W. 56.46'
S. 00°37'08" E. 90.22'

R/W TO BE VACATED

35.27'
N. 05°50'38" W. 45.22'

S. 00°08'00" E.

1
N. 00°37'08" W. 9.78'
2
N. 89°03'11" W. 4.36'

Δ: 31°16'46"
R: 25.00'
L: 13.65'
T: 7.00'
Δ: 16°32'32"
R: 41.40'
L: 11.95'
T: 6.02'

Not to Scale

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)H. EXTENSION OF TIME1. Z-62-75 - RANDEL CORPORATION

Request for an Extension of Time on property generally located on the north side of Washington Avenue, between Rancho Drive and Robin Street, R-1 Zone (under Resolution of Intent to C-1).

Planning Commission voted (4-1) to recommend APPROVAL, subject to the following conditions:

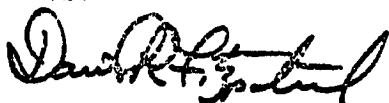
1. This Extension of Time shall expire on June 16, 1987.
2. Conformance to all ordinance amendments enacted subsequent to the original approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED Items H-1,
H-2 and H-3 as
recommended.
Unanimous
(Levy excused)

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 5, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
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X. 0332

H. EXTENSION OF TIME

1. Z-62-75 - RANDEL CORPORATION

The applicant is requesting an Extension of Time for C-1 on this property. One building was constructed approximately one year ago. The applicant is intending to proceed on a retirement community on this site in the immediate future.

Planning Commission Recommendation: APPROVAL, for a two year extension

Staff Recommendation: APPROVAL for a one year extension

AGENDA*City of Las Vegas*

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)H. EXTENSION OF TIME2. Z-17-84 - PONDEROSA EQUITIES CONSTRUCTION
CORPORATION

Request for an Extension of Time on property generally located on the southeast corner of Marion Drive and Diamondhead Drive, R-E Zone (under Resolution of Intent to R-CL).

Planning Commission unanimously voted to recommend APPROVAL, subject to the following condition:

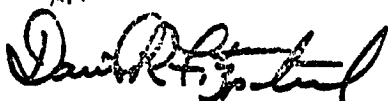
1. This Extension of Time will expire on April 18, 1986.

Staff Recommendation: APPROVAL

Lurie -
APPROVED Items H-1,
H-2 and H-3 as
recommended.
Unanimous
(Levy excused)

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JUNE 5, 1985

TO: The City Council
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X.

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H. EXTENSION OF TIME

2. Z-17-84 - PONDEROSA EQUITIES CONSTRUCTION CORPORATION

This is the first request for an Extension of Time for this proposed R-CL development. The applicant has changed engineering firms which has altered the schedule for proceeding on this project.

Planning Commission Recommendation: APPROVAL for a one year extension

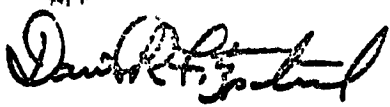
Staff Recommendation: APPROVAL, for a one year extension

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ITEM	Council Action	Department Action
X. <u>COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)</u>		
H. <u>EXTENSION OF TIME</u> 3. <u>Z-23-84 - LEWIS HOMES OF NEVADA</u> Request for an Extension of Time on property generally located on the southwest corner of Alta Drive and Rainbow Boulevard, R-1 Zone (under Resolution of Intent to R-CL). Planning Commission unanimously voted to recommend APPROVAL, subject to the following condition: 1. This Extension of Time will expire on May 2, 1986. Staff Recommendation: APPROVAL	Lurie - APPROVED Items H-1, H-2 and H-3 as recommended. Unanimous (Levy excused)	Clerk to notify and Planning to proceed.
APPROVED AGENDA ITEM 		

CITY COUNCIL MINUTES - JUNE 5, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
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X.

0336

H. EXTENSION OF TIME

3. Z-23-84 - LEWIS HOMES OF NEVADA

This is the first request for an Extension of Time on this proposed R-CL project. The applicants are developing on the adjoining parcel to the north and intend to commence construction on this property during the coming year.

Planning Commission Recommendation: APPROVAL, for a one year extension.

Staff Recommendation: APPROVAL, for a one year extension.

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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
2:47 F. <u>PLOT PLAN REVIEW</u> 1. <u>Z-100-64 (136) - HAVER, NUNN & COLLAMER</u> Request for a Plot Plan Review of property generally located on the northeast and south-east corners of Third Street and Clark Avenue, R-4 Zone (under Resolution of Intent to C-2). Planning Commission unanimously voted to recommend APPROVAL, subject to the following conditions: 1. Conformance to the plot plan and elevations. 2. Approval of an encroachment agreement for the proposed pedestrian bridge and the off-site landscaping. 3. Installation of landscaping in the right-of-way adjacent to office building and the parking garage as required by the Department of Community Planning and Development. 4. Dedicate ten foot radius corners at the southeast and the northeast corners of Third Street and Clark Avenue as required by the Department of Design and Development. Staff Recommendation: APPROVAL	Lurie - APPROVED as recommended. Unanimous (Levy excused)	Clerk to notify and Planning to proceed. Atty. Paul Carelli appeared.

APPROVED AGENDA ITEM



TO: The City Council
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X.

I. PLOT PLAN REVIEW

1. Z-100-64 (136) - HAVER, NUNN & COLLAMER

The Plot Plan Review that is involved in this request concerns a major office project in the northeast and southeast corners of Third Street and Clark Avenue, on property which is under a Resolution of Intent to C-2. A ten story office building containing 116,760 square feet is proposed on the northeast corner and a seven story parking garage with 311 spaces will be located on the southeast corner. An overhead covered pedestrian walkway is proposed across Clark Avenue at the second story level which will require an encroachment approval from the City. The elevations of the two structures are aesthetically acceptable and landscaping is proposed in the sidewalk areas which will also necessitate encroachment approval.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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ITEM	Council Action	Department Action
X. <u>COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)</u>		
2:50 J. <u>ZONE CHANGE</u> <u>1. Z-23-85 - ELLAS PROPERTIES, INC.</u> Request for reclassification of property generally located on the north side of Sahara Avenue, 330 feet west of Fremont Street. From: R-1 (Single Family Residence) and R-2 (Two Family Residence) To: C-2 (General Commercial) Proposed Use: New car dealership with paint and body shop Planning Commission unanimously recommended APPROVAL, subject to the following conditions: 1. Resolution of Intent with a twelve month time limit. 2. Construct a 6 foot high wall along the north property line. 3. Installation of a sidewalk on Sahara Avenue as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development. 4. All drainage shall be directed to Sahara Avenue. 5. Planning Commission to approve the site plan for the portion indicated as future development. Staff Recommendation: APPROVAL PROTESTS: 0	Lurie - APPROVED, subject to the conditions. Unanimous (Levy excused)	Clerk to notify and Planning to proceed. Philip Robbins appeared and represented Ellas Properties.

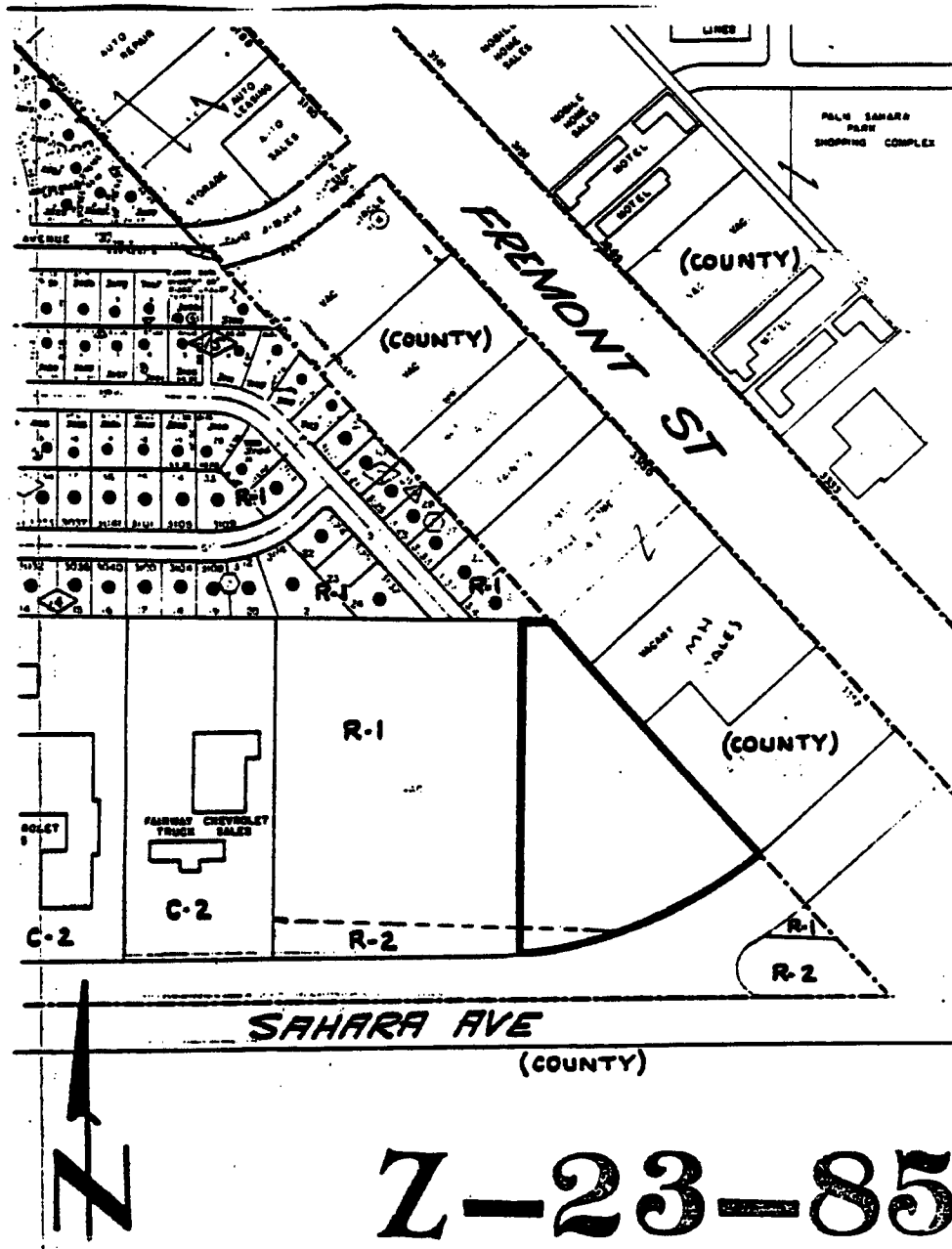
APPROVED AGENDA ITEM



X.

1. Z-23-85 - ELLAS PROPERTIES, INC.

PROTESTS: 0



AGENDA*City of Las Vegas*

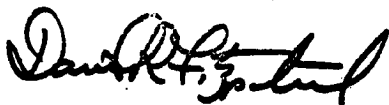
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ITEM	Council Action	Department Action
X. <u>COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)</u>		
K. <u>C-V REVIEW</u>		
1. <u>CV-1-85 - CITY OF LAS VEGAS</u>		
Request to allow additional (temporary) office space at the Municipal Golf Course on property generally located at the northeast corner of Washington Avenue and Decatur Boulevard, C-V Zone.		
Planning Commission unanimously voted to APPROVE this item, subject to the following conditions:		
1. Conformance to the plot plan.		
2. The temporary office be permitted for the duration of the golf course lease with the City.		
Staff Recommendation: APPROVAL		
Lurie - APPROVED, subject to the conditions with the timeframe to be concurrent with the City lease agreement. Unanimous (Levy excused)		
		Clerk to notify and Planning to proceed.
		Steve Lambert appeared.

APPROVED AGENDA ITEM



TO: The City Council
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K. C-V REVIEW

1. CV-1-85 - CITY OF LAS VEGAS

This item was requested by the operators of the Municipal Golf Course for temporary office space in a portable building to be located northwest of the clubhouse. The Planning Commission approved the request with the condition that it be limited to a two year time limit and the operators of the Golf Course feel the two year time limit will not allow them sufficient time to amortize the cost of this building, which will be over \$50,000. They would like the approval to be without a time limit. The portable building will be set at ground level and there will be paving in front for parking.

Planning Commission Recommendation: APPROVAL, subject to a two year time limit.

Staff Recommendation: APPROVAL, with no time limit

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

- L. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE CITY PLANNING COMMISSION AT ITS
MAY 28, 1985 MEETING.
- M. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD MAY 23, 1985.

VAC-2-85
MASTER PLAN STREETS
& HIGHWAYS
STEWART AVE.-ONE WAY

U-23-85
U-26-85

6/19/85 Agenda
6/19/85 Agenda
6/19/85 Agenda

6/19/85 Agenda
6/19/85 Agenda

APPROVED AGENDA ITEM



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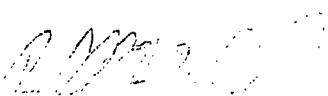
Department Action

XI. ADDENDUM ITEMS

NONE

NONE

APPROVED AGENDA ITEM



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XII. CITIZENS PARTICIPATION

- A. Consideration of Petition of Flavor Fresh Brands, Inc., 1227 Western Avenue, for flood control assistance.

Atty. Earl Hawley and client Johnson of Flavor Fresh Brands appeared and discussed their request for flood control assistance. The matter was referred to staff for a possible resolution. City Engineer Carl Malone spoke on behalf of the City.

NOTE: Items not specifically placed upon 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.

MEETING ADJOURNED AT 3:27 P.M.

APPROVED AGENDA ITEM

