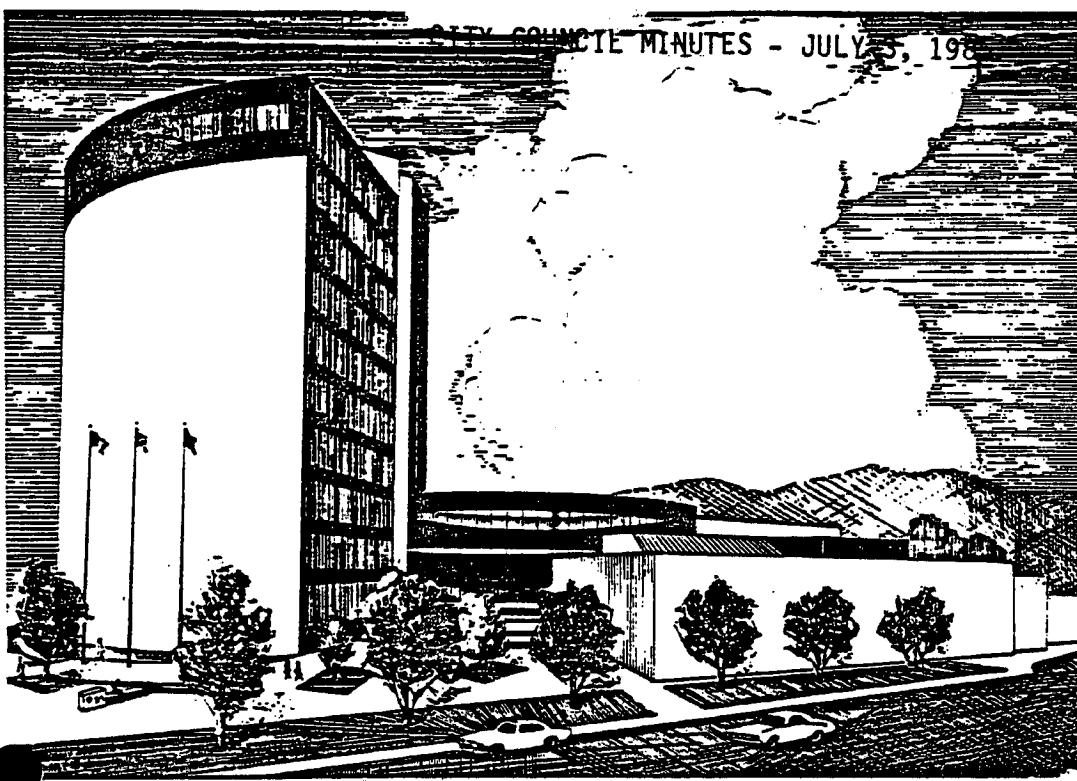




MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: July 3, 1985

TIME: 9:45 A.M.

INVOCATION: Father John Yoder - All Saints Episcopal Church

PLEDGE OF ALLEGIANCE: Mayor Led Audience in Pledge

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR BILL BRIARE

☒

☐

☐

COUNCILMAN RON LURIE
MAYOR PRO-TEM

☒

☐

☐

COUNCILMAN AL LEVY

☒

☐

☐

COUNCILMAN BOB NOLEN

☒

☐

☐

COUNCILMAN W. WAYNE BUNKER

☒

☐

☐

CITY ATTORNEY

GEORGE F. OGILVIE

☒

☐

☐

APPROVED BY REFERENCE March 19th 1986

ATTEST:

Carl A. Hawley
CITY CLERK

William H. Briene
MAYOR

0001

AGENDA*City of Las Vegas*

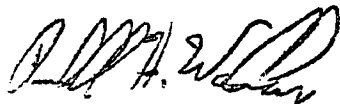
July 3, 1985

Page 1

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

ITEM	Council Action	Department Action
I. 9:45 A.M.	FULL BOARD PRESENT	
A. <u>COMMUNITY RELATIONS</u>	NONE	NONE
B. <u>SPECIAL EVENTS</u>	NONE	NONE
II. 10:00 A.M.		
A. <u>ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW</u>	ANNOUNCEMENT MADE	
B. <u>INVOCATION</u> Father John Yoder All Saints Episcopal Church	Invocation Given By Father Yoder	
C. <u>PLEDGE OF ALLEGIANCE</u>	Mayor Led Audience In Pledge	
D. <u>APPROVAL OF CITY COUNCIL FINAL MINUTES</u> For the following meetings: June 6, 1984 February 6, 1985	Lurie - APPROVED Unanimous	Clerk to proceed

APPROVED AGENDA ITEM



(Mailing required under the provisions of NRS CHAPTER 241)

0002

STATE OF NEVADA)
COUNTY OF CLARK)

ss

Joanne Perry, an employee of the City of Las Vegas, being first duly sworn, deposes and says that on the 28th day of June, 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 3rd day of July, 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)

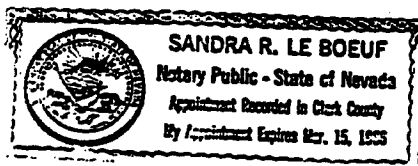
Subscribed and sworn to before me this

28th day of June, 1985

Sandra R. Le Boeuf

NOTARY PUBLIC in and for said County and State.

My Commission expires: 3-15-86



CITY COUNCIL MINUTES - JULY 3, 1985
AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0003

STATE OF NEVADA)

COUNTY OF CLARK)

SS

Joanne Perry, an employee of the City of Las Vegas,
Nevada being first duly sworn, deposes and says that on the 28th day of
June, 1985, at the hour of 8:30 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 3rd day of
July, 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

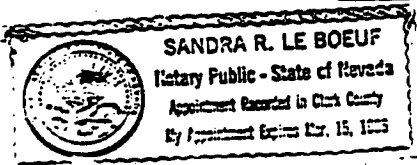
City Clerk's Office
DEPARTMENT

Subscribed and sworn to before me this

28th day of June, 1985

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

My Commission expires: 3-15-86



0004

AGENDA*City of Las Vegas*

July 3, 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 Item A are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Councilman or citizen so requests.

*A. GAMING -- Additional

1. HORSESHOE CLUB OPERATING CO.

Horseshoe Club
128 East Fremont
8 slots

2. HOTEL NEVADA CORPORATION

Hotel Nevada & Casino
235 South Main
2 "21" Tables

3. CASINO SERVICES

Ogden Discount Liquors
111 East Ogden
15 slots

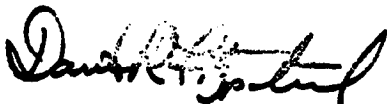
4. NEVADA COIN MACHINE COMPANY

Decamead Laundromat
1923 North Decatur
1 slot

Lurie -
APPROVED Items 1
thru 5.
Motion carried with
Lurie abstaining
from voting on
Item 3.

Staff to proceed

APPROVED AGENDA ITEM



0005

July 3, 1985

Page 3

AGENDA*City of Las Vegas*

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

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

5. UNITED COIN MACHINE COMPANY

Toots Cocktail Lounge
417 Las Vegas Blvd. South
1 slot

APPROVED
See Page 2

See Page 2

B. LIQUOR -- New

1. *GEORGINA SERIO
dba
DARCI'S RESTAURANT
330 South Third Street, #100

Beer/Wine On-Sale License

Georgina Regina Serio, 100%

Lurie -
APPROVED, subject
to the provisions.
Unanimous

Staff to proceed
Georgina Serio
appeared.

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

C. LIQUOR -- Change of Ownership

1. From: Hsiao-Chin Joseph,
Co-owner
Philip Joseph,
Co-owner

TO: *A & K ENTERPRISES, INC.
dba
STELLA'S DELI
707 East Carson Avenue

Beer/Wine Off-Sale

Jamil Ahmed Sheikh, Pres.
Secy, Treas, Dir, 100%

*Subject to the provisions of the
Health Department regulations

Lurie -
DENIED
Unanimous

Staff to proceed
Atty. Larry Johns,
Jamil Ahmed
Sheikh,
Lt. Hash Hanief,
LVMPD,
Officer Richard
Condon, LVMPD,
and Jerry Cahill
appeared.

NOTE: Police Report made part of
record and on file at LVMPD.

APPROVED AGENDA ITEM

10:03
to
10:25

2:03
to
2:05

City of Las Vegas

CITY COUNCIL MINUTES - JULY 3, 1985

0006

AGENDA DOCUMENTATION

Date: June 25, 1985

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

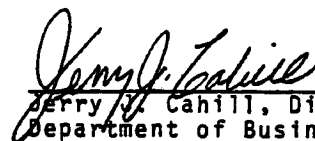
SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 3, 1985 CITY COUNCIL AGENDA
LIQUOR -- Change of Ownership

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 Off-Sale liquor license from A & K Enterprises, Inc. dba Stella's Deli, located at 707 East Carson Ave.

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

COLWELL FINANCIAL CORPORATION

0087

July 1, 1985

Mr. Larry Johns
601 E. Bridger Avenue
Las Vegas, NV. 89101

Re: Jamil Shiekh

Dear Mr. Johns:

Per Mr. Shiekh's request the purpose of a loan application is confidential and strictly for loan purposes.

The number one basis in getting a loan is employment. Thus showing the buyer/owner can make payments on the new loan.

It was my understanding the purpose of the refinance for Mr. Shiekh was he wanted the equity out of his home because he is going to start a business of his own.

If I can be of further assistance to you, please do not hesitate to call.

Sincerely,


Sherrie Pickler
Office Manager

0008

AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL

Page 4

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)10:25 D. LIQUOR -- Change from Corporation
to Sole Proprietorship/Change of
Business Name1. From: Beirut Entrance, Inc.
dba
Arabian Nights
RestaurantFadl Abdallah Hageali,
Pres, Dir, 100%TO: FADL HAGEALI
dba
ARABIAN NIGHTS CASBA
226 West Sahara Avenue

Beer/Wine On-Sale

Fadl Abdallah Hageali,
100%Levy -
APPROVED
UnanimousStaff to proceed
Fadl Abdallah
Hageali appeared.10:26 E. LIQUOR -- Approval of Manager1. ALBERTSON'S INC.
dba
ALBERTSON'S FOOD CENTERS
1570 North Eastern Ave.
840 North Decatur Blvd.
3600 West Sahara Ave.
120 South Rainbow

General Off-Sale Licenses

District Sales Manager:
Dave Gilbert SimonsonLurie -
APPROVED
UnanimousStaff to proceed
Dave Gilbert
Simonson appeared.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

July 3, 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)10:27 F. SECONDHAND DEALERS LICENSE --
Change of Location

1. From: 850 South Rancho

TO: CY LLEWELLYN JEWELERS,
INC.
dba
CY LLEWELLYN JEWELERS,
INC.
896 East Sahara Avenue

Class III-C

Jerold LaMarr Bennett,
Pres, 100%Lurie -
APPROVED
Unanimous

Staff to proceed

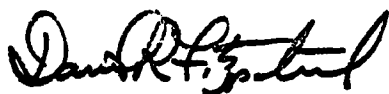
10:27 G. GAMING -- New1. TRANS ATLANTIC GAMES OF
NEVADA, INC.
dba
TRANS ATLANTIC GAMES OF
NEVADA, INC.
2565 Chandler Ave., Suite 30

Slot Operator License

Howard S. Levin, Pres, Dir
Sydell R. Kraft, Secy, TreasLurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



0010

July 3, 1985

Page 6

AGENDA*City of Las Vegas*

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

10:27

H. GAMING -- Change of Ownership/
Change of Location

1. From: Cartania, Inc.
dba
J. J. Parker Company
2675 Western

Frank Catania, Sole
Officer, Stockholder

TO: J. J. PARKER COMPANY,
INC.
dba
J. J. PARKER COMPANY
3855 South Valley View,
#9

Slot Operator License

(J. J. Parker Company,
Inc., a wholly-owned
subsidiary of Phi
Leasing Corporation)

Phi Leasing
Corporation --
Jeffrey Gilbert, Pres,
Secy, Treas, Dir,
97%
John B. Thielman,
Dir, 3%
Leonard P. Gilbert,
Dir

J. J. Parker Company,
Inc. --
Jeffrey Gilbert,
Pres, Secy, Treas,
Dir
John B. Thielman, Dir,
General Manager
Leonard P. Gilbert,
Dir

Lurie -
APPROVED
Unanimous

Staff to proceed
John B. Thielman
appeared.

APPROVED AGENDA ITEM



0011

AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

10:28

- A. DISCUSSION AND POSSIBLE ACTION ON APPOINTMENT OF CITY'S REPRESENTATIVE ON THE CLARK COUNTY REGIONAL FLOOD CONTROL CITIZENS COMMITTEE.

Levy -
 Motion to appoint
 Stan Jones as recom-
 mended by staff
 carried unanimously.

Staff to notify

10:29

- B. DISCUSSION AND POSSIBLE ACTION ON THE APPOINTIVE EMPLOYEES' SALARY SCHEDULE.

Nolen -
 APPROVED salary
 schedule for
 appointive employees.
 Unanimous

Staff to proceed

NOTE: A motion by Nolen to approve the salary schedules as recommended by staff and to grant a 5% pay increase to the City Manager and that salaries for Deputy City Managers and Department Heads be reviewed for appropriate salary increases with such information being subject to review by the Council was divided. The Council then voted to approve the salary schedule as written above. Lurie then moved for the remainder of Nolen's motion to be tabled until the 7/17/85 Council meeting and that motion carried with Nolen voting "No."

NOTE: Verbatim transcript made part of Final Minutes.

AGENDA DOCUMENTATION

Date: July 3, 1985

TO:
The City CouncilFROM: ASHLEY HALL
CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON APPOINTMENT OF STAN JONES TO SERVE AS THE
CITY OF LAS VEGAS' REPRESENTATIVE TO THE CLARK COUNTY REGIONAL FLOOD CONTROL
DISTRICT'S CITIZEN COMMITTEEPURPOSE/BACKGROUND

Pursuant to the provisions of AB169 the Clark County Regional Flood Control District Board is scheduled to hold its organizational meeting on July 11, 1985. One of the initial responsibilities of the local governments represented on the District Board is to identify a citizen representative to serve on the Citizen Committee. This must be accomplished within 60 days of the passage of the bill.

The preliminary objective of this committee is to review applications which will be submitted to the Board by the District's Technical Committee for the position of Chief Engineer/General Manager. The Committee will be responsible for narrowing the field to three nominations which they will present to the District Board, who will then make the final selection.

Stan Jones has been actively involved in the Las Vegas community and has worked with the City of Las Vegas on a range of issues relative to capital improvements and drainage concerns. Mr. Jones is president of Stanton Construction and the immediate past president of the Southern Nevada Homebuilders Association. He is knowledgeable in the area of flood control; and we believe that he will more than adequately represent the interests of the City on this important committee.

FISCAL IMPACT

None

RECOMMENDATIONS

The Mayor and Council approve the appointment of Stan Jones as the citizen representative to the Clark County Regional Flood Control Citizen Committee.

Agenda Item

IV.(a) A

AGENDA DOCUMENTATION

Date: July 1, 1985

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE APPOINTIVE EMPLOYEES' SALARY SCHEDULE

PURPOSE/BACKGROUND

In accordance with City Council action of July 5, 1984, attached are the new salary schedules which became effective July 1, 1985 for all city employees (CEA, PPA, Firefighters and Appointive). The Council also authorized the City Manager to provide a 5% cost of living adjustment to appointive employees for FY'85-86. (Due to changes in the law governing contributions to the State Retirement System, the actual increase is 4.475%.)

In addition to the new schedules, a revised and consolidated appointive salary schedule is being presented for your consideration. The modified schedule solves the inequity created by narrow grade ranges without increasing the amount budgeted for salaries for FY-85-86.

The latitude among grades in the revised schedule can be used to eliminate blanket merit increases, act as an incentive for increased productivity and become an invaluable management tool.

Aside from being a powerful incentive for manager and employee alike, the revised schedule serves three additional purposes:

First, by reducing the number of salary grades from 26 (21 managerial, 5 professional) to 18 (11 managerial, 7 professional), similar functions and like responsibilities are retained within the same salary grade.

Second, the range of salaries within each grade promotes greater flexibility in retaining valuable City employees. An expanded salary range allows us to keep valuable, experienced people in key positions. Everyone on the City Council is aware of situations over the past year where knowledgeable, key City employees were approached by other entities to perform the same job for them. Flexibility is needed to retain valuable, City-trained employees.

Thirdly, the new schedule places the City in a sound position to recruit essential expertise. Although entry-level positions remain very competitive with other markets, over the past four years we have not kept pace with other public entities in the area of higher-level administrative and professional positions. We have had to spend a great deal of staff time, advertising dollars, and struggled along short-handed over many months only because we were unable to recruit individuals with the skills and talents the job demanded. The new schedule would permit the City to hire and retain the skills and talents needed by our rapidly-growing City.

Finally, the proposed salary schedules can be implemented without salary adjustments.

FISCAL IMPACT

Adoption of the new salary schedule will not increase the amount budgeted for salaries in FY 1985-86.

RECOMMENDATIONS

It is the City Manager's recommendation that the City Council adopt the proposed salary schedule and instruct the City Manager to administer the system in accordance with the City Personnel policies and procedures.

Agenda Item

IV. (a) B.

PROPOSED

0014

CITY OF LAS VEGAS
EMA SALARY SCHEDULE
(Executive, Managerial & Administrative Series)

<u>SALARY GRADE</u>	<u>ANNUAL SALARY</u>		<u>CLASSIFICATION</u>
	<u>Minimum</u>	<u>Maximum</u>	
A01	\$55,500	\$69,800	City Manager
A02	\$45,390	\$64,000	Deputy City Manager City Attorney
A03	\$41,264	\$61,896	Director, Design & Development Director, Finance & Computer Services Director, Fire Services Director, Public Works Executive Assistant to City Manager Special Projects Manager
A04	\$37,513	\$56,270	Director, Building & Safety Director, Business Activity Director, Community Planning Director, Detention & Correctional Services Director, Economic & Urban Development Director, General Services Director, Parks, Recreation & Senior Citizen Activities Director, Personnel & Employee Relations Court Administrator
A05	\$34,103	\$51,150	Deputy Director, Finance & Computer Services Deputy Director, Fire Services City Clerk
A06	\$31,000	\$46,500	Deputy Director, Building & Safety Deputy Director, Business Activity Deputy Director, Community Planning & Development Deputy Director, Design & Development Deputy Director, Detention & Correctional Services Deputy Director, General Services Deputy Director, Parks, Recreation & Sr. Citizen Activities Deputy Director, Personnel & Employee Relations

0015

SALARY GRADE	ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A07	\$28,184	\$42,276	Assistant Director for Economic Development
			Assistant Director for Urban Development
			Chief, Central Action Office
			Chief, Community Affairs
			Chief, Court Counseling
			Chief of Detention Security
			Chief, Developmental Programs
			Chief, Economic Development - Operations
			Chief, Economic Development - Planning
			Chief, Electrical Services
			Chief, Employee Relations
			Chief, Facilities Support
			Chief, Finance & Budget
			Chief, Graphics
			Chief, Information Systems
			Chief, Maintenance
			Chief, Parks & Open Spaces
			Chief, Personnel Services
			Chief, Planning
			Chief, Planning, Evaluation & Federal Aids
			Chief, Plans Check
			Chief, Privilege License
			Chief, Programs & Facilities
			Chief, Project Administration & Department
			Accounting
			Chief, Sanitation
			Chief, Streets
			Chief, Technical Services
			Chief, Vehicle Services
			Chief, Zoning
			Director of Intergovernmental Relations
			Administration & Environmental Officer
			Administrative Officer
			Management Services Coordinator
			Treasurer
A08	\$25,622	\$38,433	Administrative Records Officer
			Assistant Labor Relations Officer
			Assistant Supervisor, Traffic Engineering
			Personnel Records Officer
			Rehabilitation Programs Officer
			Senior Management Analyst
			Supervisor, Audit & Fiscal Control
			Supervisor, Budget Analysis
			Supervisor, Computer Operations
			Supervisor, Financial Analysis
			Supervisor, General Accounting
			Supervisor, Systems & Programming
			Training Officer
			Training & Services Support Officer

CITY OF LAS VEGAS
EMA SALARY SCHEDULE
PAGE 3

0016

SALARY GRADE	ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A09	\$23,293	\$34,940	Chief Court Marshal Code Enforcement Officer Development Officer Executive Aide to City Council Executive Aide to Mayor Financial Analyst II Management Analyst II Management Analyst/Project Status Coordinator Program Services Coordinator Public Information Officer Secretarial Services Coordinator
.10	\$21,175	\$31,763	Development Analyst Financial Analyst I Management Analyst I Senior Administrative Secretary Senior Intake Services Officer
A11	\$17,500	\$28,875	Administrative Assistant Administrative Secretary Deputy City Clerk

PROPOSED

0017

CITY OF LAS VEGAS
PLMT SALARY SCHEDULE
(Professional, Legal, Medical & Technical Series)

SALARY GRADE	ANNUAL SALARY		<u>CLASSIFICATION</u>
	Minimum	Maximum	
P01	\$39,676	\$59,513	Chief Deputy City Attorney City Engineer City Veterinarian
P02	\$34,500	\$51,750	Assistant City Engineer Chief, Architectural Design Chief, Construction Services Deputy City Attorney III Sanitation Engineer Subdivision Engineer Traffic Engineer
P03	\$30,000	\$45,000	Chief, Internal Audit Chief, Landscape Design Chief, Project Control Chief, Quality Control Deputy City Attorney II Fire Protection Engineer
P04	\$26,088	\$39,130	Deputy City Attorney I Project Utility Coordinator Senior Internal Auditor
P05	\$22,685	\$34,026	Internal Auditor
P06	\$19,726	\$29,588	
P07	\$16,153	\$25,729	Law Clerk

**CITY OF LAS VEGAS
APPOINTIVE EMPLOYEES SALARY SCHEDULE
July 1, 1985**

0018

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A01	24.86	31.29	City Manager
	1,989.05	2,503.24	
	4,309.61	5,423.69	
	51,715.30	65,084.24	
A02	21.85	25.51	Deputy City Manager
	1,747.95	2,040.46	
	3,787.23	4,421.00	
	45,446.70	53,051.96	
A03	20.84	24.98	Director, Building & Safety
	1,667.58	1,998.39	Director, Community Planning & Development
	3,613.09	4,329.85	Director, Design & Development
	43,357.08	51,958.14	Director, Fire Services
			Director, General Services
			Director, Public Services
			Executive Assistant to City Manager
			Special Projects Manager
A04	19.34	23.93	City Engineer
	1,547.03	1,914.24	Court Administrator
	3,351.90	4,147.52	Deputy Director, Design & Development
	40,222.78	49,770.24	Director, Business Activity
			Director, Detention & Correctional Services
			Director, Economic & Urban Development
			Director, Parks, Recreation & Senior Citizen Activities
			Director, Personnel & Employee Relations
			Sanitary Engineer
A05	17.83	22.35	Assistant City Engineer
	1,426.49	1,788.04	Assistant Director for SNETP Programs
	3,090.73	3,874.09	Chief, Construction Services
	37,088.74	46,489.04	City Project Administrator
			Deputy Director, Community Planning & Development
			Deputy Director, Finance & Computer Services
			Deputy Director, Fire Services
			Signal Systems Manager

CITY COUNCIL MINUTES - JULY 3, 1985

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1985
 Page 2

0019

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A06	16.32	20.77	Assistant Director, Fire Services
	1,305.94	1,661.81	City Clerk
	2,829.54	3,600.59	Deputy Director, Building & Safety
	33,954.44	43,207.06	Deputy Director, Business Activity
			Deputy Director, Personnel & Employee Relations
			Design Engineer
			Field Operations Engineer
			Fire Protection Engineer
			Labor Relations Officer
			Purchasing & Contracts Officer
			Quality Control Engineer
			Subdivision Engineer
			Traffic Engineer
A07	14.82	19.20	Assistant Director for Economic Development
	1,185.39	1,535.60	Assistant Director for Urban Development
	2,568.35	3,327.13	Chief, Architectural Design
	30,820.14	39,925.60	Chief, Electrical Services
			Chief, Finance & Budget
			Chief, Landscape Design
			Chief, Parks & Open Spaces
			Chief, Planning
			Chief, Project Control
			Chief, Sanitation
			Chief, Streets
			Chief, Zoning
			Deputy Director, Detention & Correctional Services
A08	13.81	18.14	Administrative Officer
	1,105.02	1,451.46	Administration & Environmental Officer
	2,394.21	3,144.83	Chief, Community Affairs
	28,730.52	37,737.96	Chief, Court Counseling
			Chief, Information Systems
			Chief, Maintenance
			Chief, Personnel Services
			Chief, Plans Check
			Chief, Programs & Facilities
			Chief, Special Services
			Chief, Technical Services
			Director, Intergovernmental Affairs
			Economic Development Officer
			Management Services Coordinator
			Project Utility Coordinator
			Senior Citizen's Center Director
			Training Coordinator
			Treasurer

CITY COUNCIL MINUTES - JULY 3, 1985

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1985
 Page 3

0020

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A09	12.81	17.09	Assistant Supervisor, Traffic Engineering
	1,024.66	1,367.32	Chief, Central Action Office
	2,220.10	2,962.53	Chief, Developmental Programs
	26,641.16	35,550.32	Chief, Economic Development, Operations Division
			Chief, Economic Development, Planning Division
			Chief, Facilities Support
			Chief, Graphics
			Chief, Personnel Records
			Chief, Planning, Evaluation & Federal Aids
			Chief, Privilege License
			Chief, Project Administration & Department
			Chief, Vehicle Services
			Chief of Detention Security
			Operations Manager, Municipal Court
			Project Administrator
			Secretarial Services Coordinator
			Senior Management Analyst
			Supervisor, Audit & Fiscal Control
			Supervisor, Financial/Budget Analysis
			Supervisor, Computer Operations
			Supervisor, General Accounting
			Supervisor, Systems & Programming
A10	11.80	15.78	Administrative Assistant III
	944.30	1,262.14	Administrative Records Officer
	2,045.98	2,734.64	Architectural Services Project Representative
	24,551.80	32,815.64	Assistant Labor Relations Officer
			Chief Court Marshal
			Code Enforcement Officer
			Rehabilitation Programs Officer
			SBER Project Coordinator
			Senior Internal Auditor
			Training Officer
A11	11.05	14.46	Development Officer
	884.02	1,156.96	Executive Aide to Mayor
	1,915.38	2,506.75	Financial/Budget Analyst II
	22,984.52	30,080.96	Internal Auditor
			Management Analyst II
			Management Analyst II/Project Coordinator
			Program Services Coordinator
			Senior Administrative Secretary

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A12	10.55 843.83 1,828.30 21,939.58	13.41 1,072.82 2,324.44 27,893.32	Administrative Assistant II Senior Intake Services Officer
A13	10.05 803.65 1,741.24 20,894.90	12.62 1,009.71 2,187.71 26,252.46	
A14	9.29 743.38 1,610.66 19,327.88	11.83 946.61 2,050.99 24,611.86	Development Analyst Financial Analyst I Management Analyst I
A15	8.79 703.20 1,523.60 18,283.20	10.78 862.46 1,868.66 22,423.96	Administrative Assistant I Administrative Secretary Deputy City Clerk Legal Support Technician
A16	8.04 642.93 1,393.02 16,716.18	10.25 820.39 1,777.51 21,330.14	Management Assistant
A17	7.53 602.74 1,305.94 15,671.24	9.47 757.29 1,640.80 19,689.54	
A18	7.03 562.56 1,218.88 14,626.56	8.68 694.18 1,504.06 18,048.68	

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City of Las Vegas
Appointive Salary Schedule
July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A19	6.03 482.19 1,044.75 12,536.94	7.36 589.00 1,276.17 15,314.00	
A20	5.53 442.01 957.69 11,492.26	6.84 546.93 1,185.02 14,220.18	
A21	5.02 401.83 870.63 10,447.58	6.31 504.85 1,093.84 13,126.10	

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1985
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SALARY SCHEDULE FOR LEGAL/FINANCIAL/VETERINARY PERSONNEL

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
P1	20.34	28.67	City Attorney
	1,627.40	2,293.21	Director, Finance & Computer Services
	3,526.03	4,968.62	
	42,312.40	59,623.46	
P2	19.34	26.56	Chief Civil Deputy City Attorney
	1,547.03	2,124.60	Chief Criminal Deputy City Attorney
	3,351.90	4,603.30	
	40,222.78	55,239.60	
P3	18.84	24.98	City Veterinarian
	1,506.85	1,998.39	
	3,264.84	4,329.85	
	39,178.10	51,958.14	
P4	13.06	21.30	Deputy City Attorney
	1,044.75	1,703.88	Chief Internal Auditor
	2,263.63	3,691.74	
	27,163.50	44,300.88	
P5	7.53	13.15	Law Clerk
	602.74	1,051.78	
	1,305.94	2,278.86	
	15,671.24	27,346.28	

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CITY OF LAS VEGAS
CLASSIFIED EMPLOYEES SALARY SCHEDULE
July 1, 1985

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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
1	4.04 323.19 700.25 8,402.94	5.16 412.49 893.73 10,724.74	
2	4.14 331.27 717.75 8,613.02	5.28 422.78 916.02 10,992.28	
3	4.24 339.55 735.69 8,828.30	5.42 433.37 938.97 11,267.62	
4	4.35 348.04 754.09 9,049.04	5.55 444.20 962.43 11,549.20	
5	4.46 356.74 772.94 9,275.24	5.69 455.31 986.51 11,838.06	
6	4.57 365.66 792.26 9,507.16	5.83 466.69 1,011.16 12,133.94	Clerk Aide I
7	4.69 374.80 812.07 9,744.80	5.98 478.35 1,036.43 12,437.10	

City of Las Vegas
 Classified Employees Salary Schedule
 July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
8	4.80 384.17 832.37 9,988.42	6.13 490.32 1,062.36 12,748.32	
9	4.92 393.77 853.17 10,238.02	6.28 502.56 1,088.88 13,066.56	Senior Citizen Assistant I
10	5.05 403.61 874.49 10,493.86	6.44 515.12 1,116.09 13,393.12	
11	5.17 413.70 896.35 10,756.20	6.60 528.01 1,144.02 13,728.26	
12	5.30 424.04 918.75 11,025.04	6.76 541.19 1,172.58 14,070.94	
13	5.43 434.64 941.72 11,300.64	6.93 554.73 1,201.92 14,422.98	City Hall Messenger
14	5.57 445.51 965.27 11,583.26	7.11 568.61 1,231.99 14,783.86	
15	5.71 456.65 989.41 11,872.90	7.29 582.80 1,262.73 15,152.80	

City of Las Vegas
 Classified Employees Salary Schedule
 July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
16	5.85 468.07 1,014.15 12,169.82	7.47 597.38 1,294.32 15,531.88	
17	6.00 479.77 1,039.50 12,474.02	7.65 612.33 1,326.72 15,920.58	Food Service Worker
18	6.15 491.76 1,065.48 12,785.76	7.85 627.63 1,359.87 16,318.38	
19	6.30 504.05 1,092.11 13,105.30	8.04 643.31 1,393.84 16,726.06	Junior Office Assistant Maintenance Laborer Trainee
20	6.46 516.65 1,119.41 13,432.90	8.24 659.38 1,428.66 17,143.88	
21	6.62 529.57 1,147.40 13,768.82	8.45 675.87 1,464.39 17,572.62	Park Security Monitor Trainee
22	6.79 542.81 1,176.09 14,113.06	8.66 692.78 1,501.02 18,012.28	

City of Las Vegas
Classified Employees Salary Schedule
July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
23	6.95 556.38 1,205.49 14,465.88	8.88 710.09 1,538.53 18,462.34	Records Clerk Aide
24	7.13 570.29 1,235.63 14,827.54	9.10 727.85 1,577.01 18,924.10	
25	7.31 584.55 1,266.53 15,198.30	9.33 746.05 1,616.44 19,397.30	City Hall Switchboard Operator Custodian Kennel Attendant Mail Room Worker Maintenance Laborer I Office Assistant Park Security Monitor
26	7.49 599.16 1,298.18 15,578.16	9.56 764.70 1,656.85 19,882.20	Computer Operator Trainee Data Entry Operator
27	7.68 614.14 1,330.64 15,967.64	9.80 783.81 1,698.26 20,379.06	Court Counselor Trainee Junior Cultural Program Assistant Junior Recreation Leader Laboratory Technician Maintenance Laborer II Photo Typesetter Planning Aide Reprographics Equipment Operator Secretary I Treatment Plant Operator Trainee
28	7.87 629.49 1,363.90 16,366.74	10.04 803.41 1,740.72 20,888.66	Truck Driver

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City of Las Vegas

Classified Employees Salary Schedule

July 1, 1985

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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
29	8.07	10.29	Automotive Records Clerk
	645.23	823.49	Business Activity Control Clerk
	1,398.00	1,784.23	Computer Operator
	16,775.98	21,410.74	Data Control Clerk
			Equipment Repairer Helper
			Equipment Service Worker
			Grounds Keeper
			Monument Setter
			Municipal Records Clerk
			Scanner Operator
30	8.27	10.55	Senior Office Assistant
	661.36	844.08	Sprinkler Systems Worker
	1,432.95	1,828.84	Supply Clerk
	17,195.36	21,946.08	Traffic Maintenance Worker
31	8.47	10.81	Custodial Crew Leader
	677.89	865.18	Heavy Duty Truck Driver
	1,468.76	1,874.56	Parking Collection Officer
	17,625.14	22,494.68	Parking Enforcement Officer
			Accountant I
			Assistant Care Facilities Specialist
			Assistant Engineering Technician
			Assistant Design Technician
			Assistant Sign Painter
			Central Stores Clerk
			Collection Officer
			Cultural Program Specialist
			Data Entry Supervisor
			Electrical Trades Helper
			Housing Counselor Trainee
			Inmate Classification Technician
			Medical Assistance Instructor
			Recreation Leader
			Secretary II
			Senior Citizens Program Specialist
			Senior Grounds Keeper
			Skilled Trades Helper
			Sprinkler Systems Repairer
			Traffic Maintenance Crew Leader
			Treatment Plant Operator
			Wastewater Collection System Crew Leader
			Youth Activity Specialist

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City of Las Vegas
 Classified Employees Salary Schedule
 July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
32	8.69	11.09	Executive Office Assistant
	694.84	886.81	Intake Services Officer
	1,505.49	1,921.42	Lead Computer Operator
	18,065.84	23,057.06	License Inspector Trainee
			Light Equipment Operator
			Parking Meter Repairer
			Process Server
			Senior Parking Enforcement Officer
33	8.90	11.36	Adaptive Senior Recreation Leader
	712.21	908.97	Animal Health Technician
	1,543.12	1,969.44	Automotive Parts Clerk
	18,517.46	23,633.22	Automotive Mechanic Helper
			Building Inspector Trainee
			Compositor/Design Technician
			Court Counselor I
			Electrical Inspector Trainee
			Junior Buyer
			Legal Secretary
			Maintenance Mechanic
			Mechanical Inspector Trainee
			Personnel Technician
			Planning Assistant
			Quality Control Inspector Trainee
			Senior Recreation Leader
			Senior Reprographics Equipment Operator
			Street Light Maintenance Worker
34	9.13	11.65	Animal Control Officer
	730.02	931.71	Programmer Trainee
	1,581.71	2,018.71	
	18,980.52	24,224.46	
35	9.35	11.94	Audiovisual Specialist
	748.27	955.00	Buyer
	1,621.25	2,069.17	Care Facilities Specialist
	19,455.02	24,830.00	Custodial Supervisor
			Grounds Crew Leader
			Legal Assistant
			License Inspector
			Office Supervisor
			Office Supervisor: Municipal Court
			Senior Secretary
			Sprinkler Crew Leader
			Street Maintenance Crew Leader
			Tree Trimmer

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City of Las Vegas
 Classified Employees Salary Schedule
 July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
36	9.59	12.24	Assistant Right-of-Way Agent
	766.98	978.88	Community Affairs Equipment Supervisor
	1,661.79	2,120.91	Community Center Supervisor
	19,941.48	25,450.88	Cultural Center Supervisor
			Custodial Foreman
			Engineering Designer
			Engineering Technician
			Lead Animal Control Officer
			Leisure Activities Information Specialist
			Motor Sweeper Operator
			Senior Citizens Services Supervisor
			Special Project Supervisor
			Sprinkler Equipment Repairer
			Traffic Barricade Inspector
			Traffic Signal Technician I
37	9.83	12.54	Accountant II
	786.15	1,003.35	Auditor I
	1,703.33	2,173.93	Assistant Treasurer
	20,439.90	26,087.10	Heavy Equipment Operator
			License Investigator I
			Parking Enforcement Supervisor
			Senior License Inspector
			Senior Treatment Plant Operator
			Traffic Maintenance Foreman
38	10.07	12.86	Air Conditioning Mechanic
	805.80	1,028.42	Automotive Body Mechanic
	1,745.90	2,228.24	Automotive Mechanic
	20,950.80	26,738.92	Carpenter
			Electrical Inspector I
			Electrician I
			Housing Code Inspector I
			Housing Counselor I
			Machinist
			Mechanical/Plumbing Inspector I
			Motor Sweeper Crew Leader
			Painter
			Photographer
			Plumber
			Quality Control Inspector I
			Rehabilitation Programs Specialist
			Senior Animal Control Officer
			Senior Citizens Program Coordinator
			Senior Maintenance Mechanic
			Sign Painter
			Traffic Signal Electrician
			Welder

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City of Las Vegas
 Classified Employees Salary Schedule
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
39	10.32	13.18	Accountant III
	825.95	1,054.15	Cemetery Foreman
	1,789.56	2,283.99	Court Counselor II
	21,474.70	27,407.90	Personnel Analyst
			Planner
40			Programmer
			Wastewater Collection System Foreman
	10.58	13.51	Adaptive Recreation Specialist
	846.60	1,080.50	Auditor II
	1,834.30	2,341.08	Community & Youth Affairs Coordinator
	22,011.60	28,093.00	Electrician II
			Fine Arts Coordinator
			Housing Code Inspector II
			Recreation Specialist
			Senior Automotive Mechanic
41			Traffic Signal Technician II
	10.85	13.84	Air Conditioning Crew Leader
	867.77	1,107.53	Automotive Crew Leader
	1,880.17	2,399.65	Carpenter Crew Leader
	22,562.02	28,795.78	Central Stores Supervisor
			Communications Supervisor
			Graphic Arts Supervisor
			Painter Crew Leader
			Park Foreman
			Plumber Crew Leader
			Senior Buyer
			Senior Right-of-Way Agent
			Sign Painter Crew Leader
			Street Foreman
			Substance Abuse Counselor
42			Traffic Control Foreman
			Treatment Plant Foreman
	11.12	14.19	Building Inspector II
	889.46	1,135.20	Code Information Officer
	1,927.16	2,459.60	Community Design Technician
	23,125.96	29,515.20	Electrical Inspector II
			Improvement District Coordinator
			License Investigator II
			Mechanical/Plumbing Inspector II
			Public Works Inspector
			Quality Control Inspector II
			Senior Engineering Designer
			Senior Engineering Technician
			Senior Programmer
			Senior Recreation Specialist
			Special Design Technician

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City of Las Vegas

Classified Employees Salary Schedule

July 1, 1985

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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
43	11.40	14.54	Building Maintenance Foreman
	911.70	1,163.59	Building Plans Checker
	1,975.35	2,521.11	Chemist
	23,704.20	30,253.34	Civil Engineer
			Electrical Construction Coordinator
			Electrical Foreman
			Garage Foreman
44			Senior Court Counselor
			Traffic Signal Foreman
	11.68	14.91	Assistant Supervisor of Facilities Support
	934.49	1,192.66	General Park Foreman
	2,024.73	2,584.10	General Street Foreman
	24,296.74	31,009.16	Systems Analyst
			Systems Software Specialist
45	11.97	15.28	Assistant Supervisor, Animal Control
	957.85	1,222.48	Civil Engineer II
	2,075.34	2,648.71	Contract Specialist
	24,904.10	31,784.48	Principal Engineering Technician
			Project Representative
			Rehabilitation Housing Specialist
			Senior Building & Safety Inspector
			Senior Chemist
			Senior Mechanical/Plumbing Inspector
46			Supervisor of Materials Testing
	12.27	15.66	Assistant Supervisor of Maintenance
	981.80	1,253.05	Assistant Supervisor of Vehicle Services
	2,127.23	2,714.94	General Treatment Plant Foreman
47	25,526.80	32,579.30	
	12.58	16.05	Architectural Illustrator
	1,006.35	1,284.39	Chief Engineering Technician
	2,180.43	2,782.85	Chief Right-of-Way Agent
	26,165.10	33,394.14	Construction Control Specialist
			Electrical & Street Lighting Supervisor
			Loss Control Officer
			Principal Electrical Designer
			Senior Civil Engineer
			Senior Personnel Analyst
			Senior Planner
			Senior Systems Analyst
			Traffic Signal Supervisor

City of Las Vegas
 Classified Employees Salary Schedule
 July 1, 1985
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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
48	12.89	16.46	
	1,031.51	1,316.50	
	2,234.94	2,852.42	
	26,819.26	34,229.00	
49	13.22	16.87	Golf Course Supervisor
	1,057.30	1,349.42	Supervisor of Electrical Inspection
	2,290.82	2,923.74	Supervisor of Mechanical & Plumbing Inspection
	27,489.80	35,084.92	
50	13.55	17.29	Principal Civil Engineer
	1,083.73	1,383.15	Principal Personnel Analyst
	2,348.08	2,996.83	Principal Planner
	28,176.98	35,961.90	Structural Engineer
51	13.89	17.72	
	1,110.82	1,417.72	
	2,406.78	3,071.73	
	28,881.32	36,860.72	
52	14.23	18.16	Assistant Supervisor of Engineering Design
	1,138.59	1,453.17	Assistant Supervisor of Quality Control
	2,466.95	3,148.54	
	29,603.34	37,782.42	
53	14.59	18.62	
	1,167.05	1,489.48	
	2,528.61	3,227.21	
	30,343.30	38,726.48	
54	14.95	19.08	
	1,196.23	1,526.72	
	2,591.83	3,307.89	
	31,101.98	39,694.72	

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SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	<u>Minimum</u>	<u>Maximum</u>	
55	15.33	19.56	
	1,226.14	1,564.90	
	2,656.64	3,390.62	
	31,879.64	40,687.40	
56	15.71	20.05	
	1,256.79	1,604.01	
	2,723.05	3,475.36	
	32,676.54	41,704.26	
57	16.10	20.55	
	1,288.21	1,644.11	
	2,791.12	3,562.24	
	33,493.46	42,746.86	
58	16.51	21.07	
	1,320.42	1,685.23	
	2,860.91	3,651.33	
	34,330.92	43,815.98	
59	16.92	21.59	
	1,353.43	1,727.37	
	2,932.43	3,742.64	
	35,189.18	44,911.62	
60	17.34	22.13	
	1,387.27	1,770.54	
	3,005.75	3,836.17	
	36,069.02	46,034.04	

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 Classified Employees Salary Schedule
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<u>GRADE</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Hourly	4.04	4.24	4.45	4.68	4.91	5.16
	Bi-Weekly	323.19	339.35	356.32	374.14	392.85	412.49
	Monthly	700.25	735.26	772.03	810.64	851.18	893.73
	Annual	8,402.94	8,823.10	9,264.32	9,727.64	10,214.10	10,724.74
2	Hourly	4.14	4.35	4.57	4.79	5.03	5.28
	Bi-Weekly	331.27	347.83	365.22	383.48	402.65	422.78
	Monthly	717.75	753.63	791.31	830.87	872.41	916.02
	Annual	8,613.02	9,043.58	9,495.72	9,970.48	10,468.90	10,992.28
3	Hourly	4.24	4.46	4.68	4.91	5.16	5.42
	Bi-Weekly	339.55	356.53	374.36	393.08	412.73	433.37
	Monthly	735.69	772.48	811.11	851.67	894.25	938.97
	Annual	8,828.30	9,269.78	9,733.36	10,220.08	10,730.98	11,267.62
4	Hourly	4.35	4.57	4.80	5.04	5.29	5.55
	Bi-Weekly	348.04	365.44	383.71	402.90	423.05	444.20
	Monthly	754.09	791.79	831.37	872.95	916.61	962.43
	Annual	9,049.04	9,501.44	9,976.46	10,475.40	10,999.30	11,549.20
5	Hourly	4.46	4.68	4.92	5.16	5.42	5.69
	Bi-Weekly	356.74	374.58	393.31	412.98	433.63	455.31
	Monthly	772.94	811.59	852.17	894.79	939.53	986.51
	Annual	9,275.24	9,739.08	10,226.06	10,737.48	11,274.38	11,838.06
6	Hourly	4.57	4.80	5.04	5.29	5.56	5.83
	Bi-Weekly	365.66	383.94	403.14	423.30	444.47	466.69
	Monthly	792.26	831.87	873.47	917.15	963.02	1,011.16
	Annual	9,507.16	9,982.44	10,481.64	11,005.80	11,556.22	12,133.94
7	Hourly	4.69	4.92	5.17	5.42	5.69	5.98
	Bi-Weekly	374.80	393.54	413.22	433.88	455.57	478.35
	Monthly	812.07	852.67	895.31	940.07	987.07	1,036.43
	Annual	9,744.80	10,232.04	10,743.72	11,280.88	11,844.82	12,437.10
8	Hourly	4.80	5.04	5.29	5.56	5.84	6.13
	Bi-Weekly	384.17	403.38	423.55	444.73	466.97	490.32
	Monthly	832.37	873.99	917.69	963.58	1,011.77	1,062.36
	Annual	9,988.42	10,487.88	11,012.30	11,562.98	12,141.22	12,748.32
9	Hourly	4.92	5.17	5.43	5.70	5.98	6.28
	Bi-Weekly	393.77	413.46	434.13	455.84	478.63	502.56
	Monthly	853.17	895.83	940.62	987.65	1,037.03	1,088.88
	Annual	10,238.02	10,749.96	11,287.38	11,851.84	12,444.38	13,066.56

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10	Hourly	5.05	5.30	5.56	5.84	6.13	6.44
	Bi-Weekly	403.61	423.79	444.98	467.23	490.59	515.12
	Monthly	874.49	918.21	964.12	1,012.33	1,062.95	1,116.09
	Annual	10,493.86	11,018.54	11,569.48	12,147.98	12,755.34	13,393.12
11	Hourly	5.17	5.43	5.70	5.99	6.29	6.60
	Bi-Weekly	413.70	434.39	456.11	478.92	502.87	528.01
	Monthly	896.35	941.18	988.24	1,037.66	1,089.55	1,144.02
	Annual	10,756.20	11,294.14	11,858.86	12,451.92	13,074.62	13,728.26
12	Hourly	5.30	5.57	5.84	6.14	6.44	6.76
	Bi-Weekly	424.04	445.24	467.50	490.88	515.42	541.19
	Monthly	918.75	964.69	1,012.92	1,063.57	1,116.74	1,172.58
	Annual	11,025.04	11,576.24	12,155.00	12,762.88	13,400.92	14,070.94
13	Hourly	5.43	5.70	5.99	6.29	6.60	6.93
	Bi-Weekly	434.64	456.37	479.19	503.15	528.31	554.73
	Monthly	941.72	988.80	1,038.25	1,090.16	1,144.67	1,201.92
	Annual	11,300.64	11,865.62	12,458.94	13,081.90	13,736.06	14,422.98
14	Hourly	5.57	5.85	6.14	6.45	6.77	7.11
	Bi-Weekly	445.51	467.79	491.18	515.74	541.53	568.61
	Monthly	965.27	1,013.55	1,064.22	1,117.44	1,173.32	1,231.99
	Annual	11,583.26	12,162.54	12,770.68	13,409.24	14,079.78	14,783.86
15	Hourly	5.71	5.99	6.29	6.61	6.94	7.29
	Bi-Weekly	456.65	479.48	503.45	528.62	555.05	582.80
	Monthly	989.41	1,038.87	1,090.81	1,145.34	1,202.61	1,262.73
	Annual	11,872.90	12,466.48	13,089.70	13,744.12	14,431.30	15,152.80
16	Hourly	5.85	6.14	6.45	6.77	7.11	7.47
	Bi-Weekly	468.07	491.47	516.04	541.84	568.93	597.38
	Monthly	1,014.15	1,064.85	1,118.09	1,173.99	1,232.68	1,294.32
	Annual	12,169.82	12,778.22	13,417.04	14,087.84	14,792.18	15,531.88
17	Hourly	6.00	6.30	6.61	6.94	7.29	7.65
	Bi-Weekly	479.77	503.76	528.95	555.40	583.17	612.33
	Monthly	1,039.50	1,091.48	1,146.06	1,203.37	1,263.54	1,326.72
	Annual	12,474.02	13,097.76	13,752.70	14,440.40	15,162.42	15,920.58
18	Hourly	6.15	6.45	6.78	7.12	7.47	7.85
	Bi-Weekly	491.76	516.35	542.17	569.28	597.74	627.63
	Monthly	1,065.48	1,118.76	1,174.70	1,233.44	1,295.10	1,359.87
	Annual	12,785.76	13,425.10	14,096.42	14,801.28	15,541.24	16,318.38
19	Hourly	6.30	6.62	6.95	7.29	7.66	8.04
	Bi-Weekly	504.05	529.25	555.71	583.50	612.68	643.31
	Monthly	1,092.11	1,146.71	1,204.04	1,264.25	1,327.47	1,393.84
	Annual	13,105.30	13,760.50	14,448.46	15,171.00	15,929.68	16,726.06

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20	Hourly	6.46	6.78	7.12	7.48	7.85	8.24
	Bi-Weekly	516.65	542.48	569.60	598.08	627.98	659.38
	Monthly	1,119.41	1,175.37	1,234.13	1,295.84	1,360.62	1,428.66
	Annual	13,432.90	14,104.48	14,809.60	15,550.08	16,327.48	17,143.88
21	Hourly	6.62	6.95	7.30	7.66	8.05	8.45
	Bi-Weekly	529.57	556.05	583.85	613.04	643.69	675.87
	Monthly	1,147.40	1,204.78	1,265.01	1,328.25	1,394.66	1,464.39
	Annual	13,768.82	14,457.30	15,180.10	15,939.04	16,735.94	17,572.62
22	Hourly	6.79	7.12	7.48	7.85	8.25	8.66
	Bi-Weekly	542.81	569.95	598.45	628.37	659.79	692.78
	Monthly	1,176.09	1,234.89	1,296.64	1,361.47	1,429.55	1,501.02
	Annual	14,113.06	14,818.70	15,559.70	16,337.62	17,154.54	18,012.28
23	Hourly	6.95	7.30	7.67	8.05	8.45	8.88
	Bi-Weekly	556.38	584.20	613.41	644.08	676.28	710.09
	Monthly	1,205.49	1,265.77	1,329.06	1,395.51	1,465.27	1,538.53
	Annual	14,465.88	15,189.20	15,948.66	16,746.08	17,583.28	18,462.34
24	Hourly	7.13	7.49	7.86	8.25	8.66	9.10
	Bi-Weekly	570.29	598.80	628.74	660.18	693.19	727.85
	Monthly	1,235.63	1,297.40	1,362.27	1,430.39	1,501.91	1,577.01
	Annual	14,827.54	15,568.80	16,347.24	17,164.68	18,022.94	18,924.10
25	Hourly	7.31	7.67	8.06	8.46	8.88	9.33
	Bi-Weekly	584.55	613.78	644.47	676.69	710.52	746.05
	Monthly	1,266.53	1,329.86	1,396.35	1,466.16	1,539.46	1,616.44
	Annual	15,198.30	15,958.28	16,756.22	17,593.94	18,473.52	19,397.30
26	Hourly	7.49	7.86	8.26	8.67	9.10	9.56
	Bi-Weekly	599.16	629.12	660.58	693.61	728.29	764.70
	Monthly	1,298.18	1,363.09	1,431.26	1,502.82	1,577.96	1,656.85
	Annual	15,578.16	16,357.12	17,175.08	18,033.86	18,935.54	19,882.20
27	Hourly	7.68	8.06	8.46	8.89	9.33	9.80
	Bi-Weekly	614.14	644.85	677.09	710.94	746.49	783.81
	Monthly	1,330.64	1,397.18	1,467.03	1,540.37	1,617.40	1,698.26
	Annual	15,967.64	16,766.10	17,604.34	18,484.44	19,408.74	20,379.06
28	Hourly	7.87	8.26	8.68	9.11	9.56	10.04
	Bi-Weekly	629.49	660.96	694.01	728.71	765.15	803.41
	Monthly	1,363.90	1,432.08	1,503.69	1,578.87	1,657.83	1,740.72
	Annual	16,366.74	17,184.96	18,044.26	18,946.46	19,893.90	20,888.66
29	Hourly	8.07	8.47	8.89	9.34	9.80	10.29
	Bi-Weekly	645.23	677.49	711.36	746.93	784.28	823.49
	Monthly	1,398.00	1,467.90	1,541.28	1,618.35	1,699.27	1,784.23
	Annual	16,775.98	17,614.74	18,495.36	19,420.18	20,391.28	21,410.74

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30	Hourly	8.27	8.68	9.11	9.57	10.05	10.55
	Bi-Weekly	661.36	694.43	729.15	765.61	803.89	844.08
	Monthly	1,432.95	1,504.60	1,579.83	1,658.82	1,741.76	1,828.84
	Annual	17,195.36	18,055.18	18,957.90	19,905.86	20,901.14	21,946.08
31	Hourly	8.47	8.90	9.34	9.81	10.30	10.81
	Bi-Weekly	677.89	711.78	747.37	784.74	823.98	865.18
	Monthly	1,468.76	1,542.19	1,619.30	1,700.27	1,785.29	1,874.56
	Annual	17,625.14	18,506.28	19,431.62	20,403.24	21,423.48	22,494.68
32	Hourly	8.69	9.12	9.58	10.05	10.56	11.09
	Bi-Weekly	694.84	729.58	766.06	804.36	844.58	886.81
	Monthly	1,505.49	1,580.76	1,659.80	1,742.78	1,829.92	1,921.42
	Annual	18,065.84	18,969.08	19,917.56	20,913.36	21,959.08	23,057.06
33	Hourly	8.90	9.35	9.82	10.31	10.82	11.36
	Bi-Weekly	712.21	747.82	785.21	824.47	865.69	908.97
	Monthly	1,543.12	1,620.28	1,701.29	1,786.35	1,875.66	1,969.44
	Annual	18,517.46	19,443.32	20,415.46	21,436.22	22,507.94	23,633.22
34	Hourly	9.13	9.58	10.06	10.56	11.09	11.65
	Bi-Weekly	730.02	766.52	804.85	845.09	887.34	931.71
	Monthly	1,581.71	1,660.79	1,743.84	1,831.03	1,922.57	2,018.71
	Annual	18,980.52	19,929.52	20,926.10	21,972.34	23,070.84	24,224.46
35	Hourly	9.35	9.82	10.31	10.83	11.37	11.94
	Bi-Weekly	748.27	785.68	824.96	866.21	909.52	955.00
	Monthly	1,621.25	1,702.31	1,787.41	1,876.79	1,970.63	2,069.17
	Annual	19,455.02	20,427.68	21,448.96	22,521.46	23,647.52	24,830.00
36	Hourly	9.59	10.07	10.57	11.10	11.65	12.24
	Bi-Weekly	766.98	805.33	845.60	887.88	932.27	978.88
	Monthly	1,661.79	1,744.88	1,832.12	1,923.74	2,019.92	2,120.91
	Annual	19,941.48	20,938.58	21,985.60	23,084.88	24,239.02	25,450.88
37	Hourly	9.83	10.32	10.83	11.38	11.94	12.54
	Bi-Weekly	786.15	825.46	866.73	910.07	955.57	1,003.35
	Monthly	1,703.33	1,788.50	1,877.92	1,971.82	2,070.40	2,173.93
	Annual	20,439.90	21,461.96	22,534.98	23,661.82	24,844.82	26,087.10
38	Hourly	10.07	10.58	11.10	11.66	12.24	12.86
	Bi-Weekly	805.80	846.09	888.39	932.81	979.45	1,028.42
	Monthly	1,745.90	1,833.20	1,924.85	2,021.09	2,122.14	2,228.24
	Annual	20,950.80	21,998.34	23,098.14	24,253.06	25,465.70	26,738.92
39	Hourly	10.32	10.84	11.38	11.95	12.55	13.18
	Bi-Weekly	825.95	867.25	910.61	956.14	1,003.95	1,054.15
	Monthly	1,789.56	1,879.04	1,972.99	2,071.64	2,175.23	2,283.99
	Annual	21,474.70	22,548.50	23,675.86	24,859.64	26,102.70	27,407.90

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40	Hourly	10.58	11.11	11.67	12.25	12.86	13.51
	Bi-Weekly	846.60	888.93	933.38	980.05	1,029.05	1,080.50
	Monthly	1,834.30	1,926.02	2,022.32	2,123.44	2,229.61	2,341.08
	Annual	22,011.60	23,112.18	24,267.88	25,481.30	26,755.30	28,093.00
41	Hourly	10.85	11.39	11.96	12.56	13.18	13.84
	Bi-Weekly	867.77	911.16	956.72	1,004.56	1,054.79	1,107.53
	Monthly	1,880.17	1,974.18	2,072.89	2,176.55	2,285.38	2,399.65
	Annual	22,562.02	23,690.16	24,874.72	26,118.56	27,424.54	28,795.78
42	Hourly	11.12	11.67	12.26	12.87	13.51	14.19
	Bi-Weekly	889.46	933.93	980.63	1,029.66	1,081.14	1,135.20
	Monthly	1,927.16	2,023.52	2,124.70	2,230.93	2,342.47	2,459.60
	Annual	23,125.96	24,282.18	25,496.38	26,771.16	28,109.64	29,515.20
43	Hourly	11.40	11.97	12.56	13.19	13.85	14.54
	Bi-Weekly	911.70	957.29	1,005.15	1,055.41	1,108.18	1,163.59
	Monthly	1,975.35	2,074.13	2,177.83	2,286.72	2,401.06	2,521.11
	Annual	23,704.20	24,889.54	26,133.90	27,440.66	28,812.68	30,253.34
44	Hourly	11.68	12.27	12.88	13.52	14.20	14.91
	Bi-Weekly	934.49	981.21	1,030.27	1,081.78	1,135.87	1,192.66
	Monthly	2,024.73	2,125.96	2,232.25	2,343.86	2,461.05	2,584.10
	Annual	24,296.74	25,511.46	26,787.02	28,126.28	29,532.62	31,009.16
45	Hourly	11.97	12.57	13.20	13.86	14.55	15.28
	Bi-Weekly	957.85	1,005.74	1,056.03	1,108.83	1,164.27	1,222.48
	Monthly	2,075.34	2,179.10	2,288.07	2,402.47	2,522.59	2,648.71
	Annual	24,904.10	26,149.24	27,456.78	28,829.58	30,271.02	31,784.48
46	Hourly	12.27	12.89	13.53	14.21	14.92	15.66
	Bi-Weekly	981.80	1,030.89	1,082.43	1,136.55	1,193.38	1,253.05
	Monthly	2,127.23	2,233.60	2,345.27	2,462.53	2,585.66	2,714.94
	Annual	25,526.80	26,803.14	28,143.18	29,550.30	31,027.88	32,579.30
47	Hourly	12.58	13.21	13.87	14.56	15.29	16.05
	Bi-Weekly	1,006.35	1,056.67	1,109.50	1,164.98	1,223.23	1,284.39
	Monthly	2,180.43	2,289.45	2,403.92	2,524.12	2,650.33	2,782.85
	Annual	26,165.10	27,473.42	28,847.00	30,289.48	31,803.98	33,394.14
48	Hourly	12.89	13.54	14.22	14.93	15.67	16.46
	Bi-Weekly	1,031.51	1,083.09	1,137.24	1,194.10	1,253.81	1,316.50
	Monthly	2,234.94	2,346.70	2,464.02	2,587.22	2,716.59	2,852.42
	Annual	26,819.26	28,160.34	29,568.24	31,046.60	32,599.06	34,229.00
49	Hourly	13.22	13.88	14.57	15.30	16.06	16.87
	Bi-Weekly	1,057.30	1,110.17	1,165.68	1,223.96	1,285.16	1,349.42
	Monthly	2,290.82	2,405.37	2,525.64	2,651.91	2,784.51	2,923.74
	Annual	27,489.80	28,864.42	30,307.68	31,822.96	33,414.16	35,084.92

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50	Hourly	13.55	14.22	14.94	15.68	16.47	17.29
	Bi-Weekly	1,083.73	1,137.92	1,194.82	1,254.56	1,317.29	1,383.15
	Monthly	2,348.08	2,465.49	2,588.78	2,718.21	2,854.13	2,996.83
	Annual	28,176.98	29,585.92	31,065.32	32,618.56	34,249.54	35,961.90
51	Hourly	13.89	14.58	15.31	16.07	16.88	17.72
	Bi-Weekly	1,110.82	1,166.36	1,224.68	1,285.91	1,350.21	1,417.72
	Monthly	2,406.78	2,527.11	2,653.47	2,786.14	2,925.46	3,071.73
	Annual	28,881.32	30,325.36	31,841.68	33,433.66	35,105.46	36,860.72
52	Hourly	14.23	14.94	15.69	16.48	17.30	18.16
	Bi-Weekly	1,138.59	1,195.52	1,255.30	1,318.07	1,383.97	1,453.17
	Monthly	2,466.95	2,590.29	2,719.82	2,855.82	2,998.60	3,148.54
	Annual	29,603.34	31,083.52	32,637.80	34,269.82	35,983.22	37,782.42
53	Hourly	14.59	15.32	16.08	16.89	17.73	18.62
	Bi-Weekly	1,167.05	1,225.40	1,286.67	1,351.00	1,418.55	1,489.48
	Monthly	2,528.61	2,655.03	2,787.79	2,927.17	3,073.53	3,227.21
	Annual	30,343.30	31,860.40	33,453.42	35,126.00	36,882.30	38,726.48
54	Hourly	14.95	15.70	16.49	17.31	18.18	19.08
	Bi-Weekly	1,196.23	1,256.04	1,318.84	1,384.78	1,454.02	1,526.72
	Monthly	2,591.83	2,721.42	2,857.49	3,000.36	3,150.38	3,307.89
	Annual	31,101.98	32,657.04	34,289.84	36,004.28	37,804.52	39,694.72
55	Hourly	15.33	16.09	16.90	17.74	18.63	19.56
	Bi-Weekly	1,226.14	1,287.45	1,351.82	1,419.41	1,490.38	1,564.90
	Monthly	2,656.64	2,789.48	2,928.94	3,075.39	3,229.16	3,390.62
	Annual	31,879.64	33,473.70	35,147.32	36,904.66	38,749.88	40,687.40
56	Hourly	15.71	16.50	17.32	18.19	19.10	20.05
	Bi-Weekly	1,256.79	1,319.63	1,385.61	1,454.89	1,527.63	1,604.01
	Monthly	2,723.05	2,859.20	3,002.16	3,152.26	3,309.87	3,475.36
	Annual	32,676.54	34,310.38	36,025.86	37,827.14	39,718.38	41,704.26
57	Hourly	16.10	16.91	17.75	18.64	19.57	20.55
	Bi-Weekly	1,288.21	1,352.62	1,420.25	1,491.26	1,565.82	1,644.11
	Monthly	2,791.12	2,930.68	3,077.21	3,231.06	3,392.61	3,562.24
	Annual	33,493.46	35,168.12	36,926.50	38,772.76	40,711.32	42,746.86
58	Hourly	16.51	17.33	18.20	19.11	20.06	21.07
	Bi-Weekly	1,320.42	1,386.44	1,455.76	1,528.55	1,604.98	1,685.23
	Monthly	2,860.91	3,003.95	3,154.15	3,311.86	3,477.46	3,651.33
	Annual	34,330.92	36,047.44	37,849.76	39,742.30	41,729.48	43,815.98
59	Hourly	16.92	17.76	18.65	19.58	20.56	21.59
	Bi-Weekly	1,353.43	1,421.10	1,492.16	1,566.77	1,645.11	1,727.37
	Monthly	2,932.43	3,079.05	3,233.01	3,394.67	3,564.41	3,742.64
	Annual	35,189.18	36,948.60	38,796.16	40,736.02	42,772.86	44,911.62

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<u>GRADE</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
60	Hourly	17.34	18.21	19.12	20.07	21.08	22.13
	Bi-Weekly	1,387.27	1,456.63	1,529.46	1,605.93	1,686.23	1,770.54
	Monthly	3,005.75	3,156.03	3,313.83	3,479.52	3,653.50	3,836.17
	Annual	36,069.02	37,872.38	39,765.96	41,754.18	43,841.98	46,034.04

CITY OF LAS VEGAS
MARSHAL/DETENTION SALARY SCHEDULE
July 1, 1985

0042

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
B01	8.01 640.93 1,388.68 16,664.18	10.47 837.68 1,814.97 21,779.68	Assistant Corrections Officer Park Ranger Trainee*
B06	9.06 725.15 1,571.16 18,853.90	11.85 947.73 2,053.42 24,640.98	Corrections Officer Municipal Court Marshal Park Ranger
B09	9.76 780.91 1,691.97 20,303.66	12.76 1,020.62 2,211.34 26,536.12	Senior Corrections Officer Senior Municipal Court Marshal Senior Park Ranger
B15	11.32 905.62 1,962.18 23,546.12	14.80 1,183.61 2,564.49 30,773.86	Corrections Shift Supervisor

0043

City of Las Vegas
 Marshal/Detention Salary Schedule
 July 1, 1985
 Page 2

<u>GRADE</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
B01	Hourly	8.01	8.45	8.92	9.41	9.93	10.47
	Bi-weekly	640.93	676.18	713.38	752.62	794.01	837.68
	Monthly	1,388.68	1,465.06	1,545.66	1,630.68	1,720.36	1,814.97
	Annual	16,664.18	17,580.68	18,547.88	19,568.12	20,644.26	21,779.68
B06	Hourly	9.06	9.56	10.09	10.64	11.23	11.85
	Bi-weekly	725.15	765.03	807.10	851.49	898.33	947.73
	Monthly	1,571.16	1,657.57	1,748.72	1,844.90	1,946.38	2,053.42
	Annual	18,853.90	19,890.78	20,984.60	22,138.74	23,356.58	24,640.98
B09	Hourly	9.76	10.30	10.86	11.46	12.09	12.76
	Bi-weekly	780.91	823.86	869.17	916.98	967.41	1,020.62
	Monthly	1,691.97	1,785.03	1,883.20	1,986.79	2,096.06	2,211.34
	Annual	20,303.66	21,420.36	22,598.42	23,841.48	25,152.66	26,536.12
B15	Hourly	11.32	11.94	12.60	13.29	14.02	14.80
	Bi-weekly	905.62	955.43	1,007.99	1,063.42	1,121.90	1,183.61
	Monthly	1,962.18	2,070.10	2,183.98	2,304.08	2,430.78	2,564.49
	Annual	23,546.12	24,841.18	26,207.74	27,648.92	29,169.40	30,773.86

CITY COUNCIL MINUTES - JULY 3, 1985

CITY OF LAS VEGAS
FIRE DEPARTMENT SALARY SCHEDULE
July 1, 1985

0044

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
71	8.12	11.12	Assistant Hydrant Repairer
	5.80	7.95	Firefighter Trainee
	649.73	889.98	
	1,407.75	1,928.29	
	16,892.98	23,139.48	
72	8.60	11.78	Communications Specialist
	6.14	8.41	
	687.95	942.33	
	1,490.56	2,041.72	
	17,886.70	24,500.58	
73	9.08	12.43	Fire Mechanic
	6.48	8.88	Fire Prevention Inspector Trainee
	726.17	994.71	Hydrant Repairer
	1,573.37	2,155.21	
	18,880.42	25,862.46	
74	9.55	13.09	Fire Electrician
	6.82	9.35	Firefighter
	764.37	1,047.04	Senior Communications Specialist
	1,656.14	2,268.59	
	19,873.62	27,223.04	
75	10.03	13.74	Assistant Fire Equipment Mechanic
	7.17	9.82	Chief Communications Specialist
	802.60	1,099.38	Firefighter/Rescue
	1,738.97	2,381.99	Fire Training Specialist I
	20,867.60	28,583.88	
76	10.51	14.40	Community Relations Specialist
	7.51	10.28	Fire Education Specialist
	840.81	1,151.74	Fire Engineer
	1,821.76	2,495.44	Firefighter/Paramedic
	21,861.06	29,945.24	Fire Prevention Inspector
			Fire Science Instructor

CITY COUNCIL MINUTES - JULY 3, 1985 .

City of Las Vegas
 Fire Department Salary Schedule
 July 1, 1985
 Page 2

0045

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
77	10.99	15.05	Fire Investigator
	7.85	10.75	Fire Training Specialist II
	879.03	1,204.08	Senior Fire Prevention Inspector
	1,904.57	2,608.84	
	22,854.78	31,306.08	
78	11.47	15.71	Fire Training Instructor
	8.19	11.22	
	917.25	1,256.44	
	1,987.38	2,722.29	
	23,848.50	32,667.44	
79	11.94	16.36	Assistant Fire Marshal
	8.53	11.69	Fire Captain
	955.47	1,308.79	Fire Equipment Mechanic
	2,070.19	2,835.71	
	24,842.22	34,028.54	
80	12.42	17.01	Deputy Fire Marshal
	8.87	12.15	Emergency Medical Services (EMS) Training Officer
	993.68	1,361.13	Fire Administration Officer
	2,152.97	2,949.12	Fire Training Officer
	25,835.68	35,389.38	Supervisor of Fire Investigation
81	12.96	17.75	Fire Alarm Supervisor
	9.26	12.68	
	1,036.67	1,420.05	
	2,246.12	3,076.78	
	26,953.42	36,921.30	
82	13.38	18.32	
	9.55	13.09	
	1,070.13	1,465.85	
	2,318.62	3,176.01	
	27,823.38	38,112.10	
83	13.94	19.10	Fire Battalion Chief
	9.96	13.64	Fire Marshal
	1,115.49	1,527.98	Fire Sciences Chief
	2,416.90	3,310.62	Fire Training Chief
	29,002.74	39,727.48	

City of Las Vegas
 Fire Department Salary Schedule
 Supervisory and Non-Supervisory
 July 1, 1985
 Page 3

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
71 40 Hourly	8.12	8.81	9.34	9.90	10.50	11.12
56 Hourly	5.80	6.29	6.67	7.07	7.50	7.95
Biweekly	649.73	704.95	747.25	792.08	839.61	889.98
Monthly	1,407.75	1,527.39	1,619.04	1,716.17	1,819.16	1,928.29
Annual	16,892.98	18,328.70	19,428.50	20,594.08	21,829.86	23,139.48
72 40 Hourly	8.60	9.33	9.89	10.48	11.11	11.78
56 Hourly	6.14	6.66	7.06	7.49	7.94	8.41
Biweekly	687.95	746.41	791.21	838.68	889.00	942.33
Monthly	1,490.56	1,617.22	1,714.29	1,817.14	1,926.17	2,041.72
Annual	17,886.70	19,406.66	20,571.46	21,805.68	23,114.00	24,500.58
73 40 Hourly	9.08	9.85	10.44	11.07	11.73	12.43
56 Hourly	6.48	7.03	7.46	7.90	8.38	8.88
Biweekly	726.17	787.90	835.18	885.28	938.39	994.71
Monthly	1,573.37	1,707.12	1,809.56	1,918.11	2,033.18	2,155.21
Annual	18,880.42	20,485.40	21,714.68	23,017.28	24,398.14	25,862.46
74 40 Hourly	9.55	10.37	10.99	11.65	12.35	13.09
56 Hourly	6.82	7.40	7.85	8.32	8.82	9.35
Biweekly	764.37	829.34	879.10	931.85	987.77	1,047.04
Monthly	1,656.14	1,796.90	1,904.72	2,019.01	2,140.17	2,268.59
Annual	19,873.62	21,562.84	22,856.60	24,228.10	25,682.02	27,223.04
75 40 Hourly	10.03	10.89	11.54	12.23	12.96	13.74
56 Hourly	7.17	7.78	8.24	8.74	9.26	9.82
Biweekly	802.60	870.82	923.07	978.44	1,037.14	1,099.38
Monthly	1,738.97	1,886.78	1,999.99	2,119.95	2,247.14	2,381.99
Annual	20,867.60	22,641.32	23,999.82	25,439.44	26,965.64	28,583.88
76 40 Hourly	10.51	11.40	12.09	12.81	13.58	14.40
56 Hourly	7.51	8.15	8.63	9.15	9.70	10.28
Biweekly	840.81	912.29	967.01	1,025.05	1,086.54	1,151.74
Monthly	1,821.76	1,976.63	2,095.19	2,220.94	2,354.17	2,495.44
Annual	21,861.06	23,719.54	25,142.26	26,651.30	28,250.04	29,945.24
77 40 Hourly	10.99	11.92	12.64	13.40	14.20	15.05
56 Hourly	7.85	8.52	9.03	9.57	10.14	10.75
Biweekly	879.06	953.74	1,010.97	1,071.64	1,135.93	1,204.08
Monthly	1,904.57	2,066.44	2,190.44	2,321.89	2,461.18	2,608.84
Annual	22,854.78	24,797.24	26,285.22	27,862.64	29,534.18	31,306.08
78 40 Hourly	11.47	12.44	13.19	13.98	14.82	15.71
56 Hourly	8.19	8.89	9.42	9.98	10.58	11.22
Biweekly	917.25	995.21	1,054.94	1,118.23	1,185.31	1,256.44
Monthly	1,987.38	2,156.29	2,285.70	2,422.83	2,568.17	2,722.29
Annual	23,848.50	25,875.46	27,428.44	29,073.98	30,818.06	32,667.44

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City of Las Vegas
 Fire Department Salary Schedule
 Supervisory and Non-Supervisory
 July 1, 1985
 Page 4

<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
79 40 Hourly	11.94	12.96	13.74	14.56	15.43	16.36
56 Hourly	8.53	9.26	9.81	10.40	11.02	11.69
Biweekly	955.47	1,036.67	1,098.88	1,164.81	1,234.71	1,308.79
Monthly	2,070.19	2,246.12	2,380.91	2,523.76	2,675.21	2,835.71
Annual	24,842.22	26,953.42	28,570.88	30,285.06	32,102.46	34,028.54
80 40 Hourly	12.42	13.48	14.29	15.14	16.05	17.01
56 Hourly	8.87	9.63	10.20	10.82	11.47	12.15
Biweekly	993.68	1,078.15	1,142.83	1,211.40	1,284.09	1,361.13
Monthly	2,152.97	2,335.99	2,476.13	2,624.70	2,782.20	2,949.12
Annual	25,835.68	28,031.90	29,713.58	31,496.40	33,386.34	35,389.38
81 40 Hourly	12.96	14.06	14.90	15.80	16.75	17.75
56 Hourly	9.26	10.04	10.65	11.28	11.96	12.68
Biweekly	1,036.67	1,124.80	1,192.29	1,263.82	1,339.65	1,420.05
Monthly	2,246.12	2,437.07	2,583.30	2,738.28	2,902.58	3,076.78
Annual	26,953.42	29,244.80	30,999.54	32,859.32	34,830.90	36,921.30
82 40 Hourly	13.38	14.51	15.38	16.31	17.29	18.32
56 Hourly	9.55	10.37	10.98	11.65	12.35	13.09
Biweekly	1,070.13	1,161.09	1,230.76	1,304.61	1,382.88	1,465.85
Monthly	2,318.62	2,515.70	2,666.65	2,826.66	2,996.24	3,176.01
Annual	27,823.38	30,188.34	31,999.76	33,919.86	35,954.88	38,112.10
83 40 Hourly	13.94	15.13	16.04	17.00	18.02	19.10
56 Hourly	9.96	10.81	11.45	12.14	12.87	13.64
Biweekly	1,115.49	1,210.30	1,282.92	1,359.91	1,441.50	1,527.98
Monthly	2,416.90	2,622.32	2,779.66	2,946.47	3,123.25	3,310.62
Annual	29,002.74	31,467.80	33,355.92	35,357.66	37,479.00	39,727.48

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

PAGE 1

IV(a) ADMINISTRATIVE AGENDA

ITEM B. DISCUSSION AND POSSIBLE ACTION ON THE APPOINTIVE EMPLOYEES' SALARY SCHEDULE

MAYOR BRIARE:

Next item, Mr. Hall.

CITY MANAGER HALL:

Item Number B is discussion and possible action on the appointive employees' salary schedule. In accordance with the City Council action of July 5, 1984, attached are the new salary schedules as per the agreements with our collective bargaining units to include the CEA, PPA, Firefighters and Appointives. In addition to the new salary schedule, a revised and consolidated appointive salary schedule is being presented for your consideration. It simply gives the Manager a greater flexibility in working with and retaining present employees and competitively hiring new employees as we go out and search; and I might indicate that this new salary schedule does not include any additional or will not include any additional monies for salaries and it's the recommendation of the City Manager that we implement the new salary schedule for appointive employees.

COUNCILMAN NOLEN:

Your Honor, I MOVE THAT WE FOLLOW THE CITY MANAGER'S RECOMMENDATION IN REGARDS TO THE PROPOSED SALARY SCHEDULE AND ALSO INCLUDE IN THE MOTION, INSTRUCT THE CITY MANAGER TO INCLUDE A 5% INCREASE FOR THE CITY MANAGER AND INCLUDE THAT THE -- REVIEW THE DEPUTY CITY MANAGER AND DEPARTMENT HEADS TAKE APPROPRIATE ACTION AND KEEP THE COUNCIL ADVISED.

MAYOR BRIARE:

Comments by the Council members?

COUNCILMAN LURIE:

Well, I have a comment on that. I didn't know that we were going to do that today and I would like some time to review these salary increases, Councilman. I wasn't aware that we were going to approve the entire package in one motion today.

MAYOR BRIARE:

Do you want a division of the question, Mr. Lurie?

COUNCILMAN LURIE:

Well, number one, I think the package before us consolidates many of the departments which I agree with and I agree with the amounts that gives some flexibility so that we can go out and attract some qualified people to some of the positions that we have available, but I want an opportunity to review with the City Manager before some of these salary increases are given out and I want a chance to talk to him before I approve any salary increase. I'd have to vote against the motion based on part of it being that he -- Councilman Nolen wants to give increases this morning. I'm not ready to do that.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

PAGE 2

IV(a) ADMINISTRATIVE AGENDA

ITEM B. DISCUSSION AND POSSIBLE ACTION ON THE APPOINTIVE EMPLOYEES' SALARY SCHEDULE

COUNCILMAN NOLEN:

Well that's what we're doing with every other City employee. It's the same thing we're doing with the other City employees if we approve the proposed salary schedule, 5% to all of them. I think we're talking the same thing.

MAYOR BRIARE:

Councilman Bunker.

COUNCILMAN BUNKER:

I didn't understand that the motion included 5% for all of them. I thought we were approving a range for everyone -- for the eleven classifications.

COUNCILMAN NOLEN:

Aren't we adding step 6 and the step 6 would include the 5% and anybody that's not topped out?

CITY MANAGER HALL:

No. One item of clarification right quick, if I could. You have before you the 1984, July 5th approval of the City Council to award July 1st, 1985, the 5% to all City employees to include the contractual employees and the appointive employees. That is on there for informational purposes. The other item of that agenda, or the other portion of that agenda dealt specifically with the proposition of the new salary ranges for appointive employees and there was nothing attached to that that would give anyone any automatic salary raise.

COUNCILMAN LURIE:

Well, then the motion is incorrect then. The motion -- in my estimation, the motion is to approve the salary ranges.

CITY MANAGER HALL:

That's correct.

COUNCILMAN LURIE:

Okay, not give any raises. That is your responsibility to bring back to us or to --

CITY MANAGER HALL:

That's correct.

COUNCILMAN LURIE:

Or to run by us your recommendations on people that you feel deserve an increase and that should be your responsibility and it's our responsibility to review your salary.

CITY MANAGER HALL:

That's correct.

COUNCILMAN LURIE:

The motion is is to give 5% as an increase.

COUNCILMAN NOLEN:

No, that's not true.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

PAGE 3

IV(a) ADMINISTRATIVE AGENDA

ITEM B. DISCUSSION AND POSSIBLE ACTION ON THE APPOINTIVE EMPLOYEES' SALARY SCHEDULE

- COUNCILMAN BUNKER: Just to the Manager and that's my understanding, that we were not acting on the Manager's salary today that we were just acting on these ranges and classifications or grades, 11 grades and that we really were not going to act on any specific salary increase for anyone, but I do not object to adding the City Manager's compensation today.
- COUNCILMAN NOLEN: For clarification purposes, I'd ask the Clerk to read back the motion and you'll find that it says only to the City Manager and it instructs the City Manager to review everyone subordinate to him in the appointive grades and keep the Council advised as to what action he will take. If you want it read back, the Clerk can --
- CITY CLERK HAWLEY: Yes it was -- his motion was to give a 5% increase to the City Manager and that the City Manager review the salaries of the Deputy City Managers and Department Heads take appropriate action and keep the Council advised.
- COUNCILMAN BUNKER: But we have to approve the ranges.
- MAYOR BRIARE: Gentleman, I think we're making things very difficult. I think we can act on Councilman Nolen's motion and I would so rule that if you want to divide the question, we can do -- Mr. Bunker, exactly what you said. We can go ahead and adopt the ranges and then the very next item that we have to discuss is the remainder of the motion to talk about the 5% for the City Manager and that he would proceed as we just heard the City Clerk read. It's quite simple if we want to take the ranges first and then go to the other. If there's a reluctance upon the part of any Council member to take them both at the same time, for goodness sakes let's take them one at a time and everybody will be satisfied. Do I have such a request?
- COUNCILMAN NOLEN: I'll call for the question.
- MAYOR BRIARE: The question's been called for.
- COUNCILMAN LEVY: Well, I'll ask for a division of the question.
- MAYOR BRIARE: Alright. The first item then is on the range of salaries. I believe, Councilman Nolen, the thrust of your motion first took care of the ranges.
- COUNCILMAN BUNKER: Grades and ranges.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

PAGE 4

IV(a) ADMINISTRATIVE AGENDA

ITEM B. DISCUSSION AND POSSIBLE ACTION ON THE APPOINTIVE EMPLOYEES' SALARY SCHEDULE

MAYOR BRIARE:

This is for the ranges. Now, is there any further discussion on the ranges? Then cast your votes. Post. Motion's APPROVED. (Motion carried unanimously) Now the question before the Council is the second portion of Councilman Nolen's motion with respect to a 5% increase for the City Manager and then he will review the Deputies and other people that are involved.

COUNCILMAN LURIE:

I'D LIKE TO TABLE THAT MOTION, MAYOR, UNTIL THE NEXT MEETING.

MAYOR BRIARE:

Cast your votes on the motion to TABLE. Post. Motion's APPROVED. (Motion carried with Nolen voting "no.")

END OF DISCUSSION

AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

Department Action

IV(b). DEPARTMENT OF FINANCE & COMPUTER SERVICES
MARVIN A. LEAVITT, CPA, DIRECTOR*CONSENT AGENDA

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

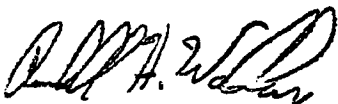
A. SERVICE AND MATERIAL WARRANTS/PAYROLL
WARRANTS/OTHER WARRANTS AND INVESTMENTS

1. Service and Material Warrants
In the amount of \$3,396,509.01
2. Payroll Warrants
In the amount of \$1,321,185.31
3. Other Warrants and Investments
In the amount of \$201,370.23

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



10:36

CITY OF LAS VEGAS

MINUTES JULY 3, 1985 Warrant Register Summaries Recap

0053

[illegible]

Total Service & Material \$ 3,396,509.01

Total Other \$ 201,370.23

PAYROLL WARRANTS

No.	Thru	AMT. \$	DESCRIPTION:
181901	183039	666,561.70	P/R 6/15/85
183040	183046	654,623.61	Miscellaneous P/R 6/15/85

Total Payroll \$ 1,321,185.31

TOTAL NET AMOUNT \$ 4,919,064.55

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


DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED:

On July 3, 1985 The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.


MAYOR

ATTEST:

CITY CLERK

AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL
& EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

10:36 A. REPLACEMENTS FOR EXISTING BUDGETED
POSITIONS (CRITICAL HIRES)

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Quality Control Inspector Trainee	Building & Safety	\$1,551- 1,979	General
Principal Planner	Community Planning & Development	\$2,360- 3,012	General
Electrician I (2)	Public Services	\$1,755- 2,240	General (One to be reim- bursed out of Sanita- tion Fund)

Lurie -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>HOURLY SALARY</u>	<u>FUNDING</u>
Administrative Intern I	Economic & Urban Development	\$ 6.73	Block Grant

10:37 B. DISCUSSION AND POSSIBLE ACTION
REGARDING GENERAL INCREASE FOR
NON-SEASONAL HOURLY EMPLOYEESLurie -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

CITY COUNCIL MINUTES - JULY 3, 1985

AGENDA DOCUMENTATION

Date: July 5, 1985 0055

TO: 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, 8.5% (140 positions) are currently vacant.

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

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

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	<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	147	7	0	0	0
Classified	1165	1118	47	4	0	4
Contract	17	13	4	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>291</u>	<u>209</u>	<u>82</u>	<u>1</u>	<u>0</u>	<u>1</u>
Total	1636	1496	140	5	0	5

FISCAL IMPACT

The five 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 \$1,082,078. 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 \$1,104,695.

RECOMMENDATION

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

RECOMMENDED

Jan Tait
Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV(c) A.

City of Las Vegas

CITY COUNCIL MINUTES - JULY 3, 1985

0056

AGENDA DOCUMENTATION

Date: July 5, 1985

TO:
The City Council

FROM:
Ashley Hall
City Manager

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING GENERAL WAGE INCREASE FOR NON-SEASONAL HOURLY EMPLOYEE:

PURPOSE/BACKGROUND

Pursuant to existing labor agreements and City Council approval, classified and appointive employees will be receiving a 5% wage increase at the beginning of fiscal year 1985-'86. This increase will actually result in a 4 1/2% net pay raise because the 1985 Legislature approved an increase in retirement (PERS) contribution of 1% and specified by law that the employer and employee each pay 1/2 of the increase cost.

Hourly employees have not received a pay increase for a number of years. The PERS increase will affect non-seasonal hourlies since many are eligible for retirement coverage. Unless an increase is granted, hourlies would experience a 1/2% pay reduction.

Therefore, to provide an equivalent wage increase for hourly employees as is being given to other employees, and to prevent any pay reduction, it is proposed that the City Council grant a 5% general increase to all non-seasonal hourly employees, which would result in a net paycheck increase of 4 1/2% due to the PERS contribution.

FISCAL IMPACT

The cost of the proposed general increase for non-seasonal hourly employees for fiscal year 1985-'86 would be \$15,200. The Department of Finance & Computer Services has indicated that this is well within the City's budgetary capabilities for fiscal year 1985-'86.

RECOMMENDATIONS

It is recommended that the City Council authorize the award of a 5% general pay increase for non-seasonal hourly employees, to be effective simultaneously with the previously approved increase for appointive and classified employees.

Agenda Item

IV(c) 8.

AGENDA

CITY COUNCIL MINUTES - JULY 3, 1985

City of Las Vegas

0057

July 3, 1985

Page 10

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

ITEM

Council Action

Department Action

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

RESOLUTION:

- 0:37
- A. A RESOLUTION APPROVING THE GAME PLAN WHICH INCLUDES THE REQUEST FOR PROPOSALS FOR THE FEASIBILITY STUDY FOR THE INCUBATOR PROJECT IN THE CITY OF LAS VEGAS AND AUTHORIZING THE DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT TO ACCEPT, REVIEW AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL ON AN APPLICATION FROM THE NEW DAWN TECHNICAL INSTITUTE FOR CITY FUNDS FOR THE CONDUCT OF THE FEASIBILITY STUDY.

Nolen -
APPROVED
Unanimous

Staff to proceed

Jack Thomason
appeared.

NOTE: Verbatim Transcript made
part of Final Minutes.

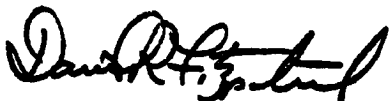
- B. REQUEST FOR APPROVAL OF EMPLOYMENT AGREEMENT FOR THE POSITION OF: ATTORNEY/PROJECT DIRECTOR, AT THE SENIOR CITIZENS LAW PROJECT

Nolen -
APPROVED Items B,
C, D, E and F as
recommended by
staff.
Unanimous

Staff to proceed

Joan Toadvine
representing
Help Them Walk
Again was
present in
audience.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: July 3, 1985 0058

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

SUBJECT: Resolution by the City Council of the City of Las Vegas, Nevada, approving the Game Plan which includes the Request for Proposals for the Feasibility Study for the Incubator Project in the City of Las Vegas.

PURPOSE/BACKGROUND

At the invitation of the New Dawn Technical Institute, the City Venture Corporation briefed City of Las Vegas staff in August, 1984, regarding the business incubator concept. The City responded through City Manager, Ashley Hall, endorsing the concept in a letter dated March 29, 1985. This letter directed staff to develop a "Game Plan" to support the New Dawn concept.

The Department of Economic and Urban Development is requesting City Council approval of the "Game Plan" which includes the "Request for Proposals" for the City of Las Vegas Feasibility Study of the Incubator Project.

Upon approval by the City Council of the "Game Plan" (and the Request for Proposals) for the Feasibility Study, New Dawn will be required to submit an application to the City of Las Vegas (Department of Economic and Urban Development) for \$25,000 in City funds for the conduct of the Feasibility Study. The Feasibility Study will help to provide the necessary planning phases for the proposed incubator project and, specifically, to finance the planning and analysis required in these areas:

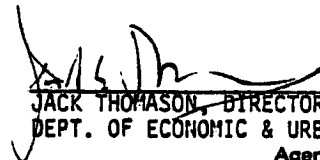
1. Market feasibility;
2. Building requirements;
3. Building and program management; and
4. Financial requirements for the program and building.

FISCAL IMPACT

Approval of the Game Plan per se will have no fiscal impact; approval of the application will, however, require a drawdown of \$25,000 in the City's CDBG administrative funds.

RECOMMENDATIONS

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


JACK THOMASON, DIRECTOR
DEPT. OF ECONOMIC & URBAN DEVELOPMENT
Agenda Item

IV. (d) A.

1 A RESOLUTION BY THE CITY COUNCIL OF THE CITY
2 OF LAS VEGAS, NEVADA APPROVING THE GAME PLAN
3 WHICH INCLUDES THE REQUEST FOR PROPOSALS FOR
4 THE CITY OF LAS VEGAS FEASIBILITY STUDY OF
5 THE INCUBATOR PROJECT AND AUTHORIZING THE
6 DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT
7 TO ACCEPT, REVIEW AND MAKE RECOMMENDATIONS TO
8 THE CITY COUNCIL ON AN APPLICATION FROM THE
9 NEW DAWN TECHNICAL INSTITUTE FOR CITY FUNDS
10 FOR THE CONDUCT OF THE FEASIBILITY STUDY.

11 WHEREAS, it is an objective of the City of Las Vegas to provide
12 increased employment opportunities for residents of the City; and

13 WHEREAS, the City of Las Vegas seeks to attract and encourage the
14 expansion of light industrial and service businesses in the City; and

15 WHEREAS, the City of Las Vegas desires to strengthen existing
16 neighborhood retail and commercial business; and

17 WHEREAS, the City of Las Vegas seeks to improve the City's livability
18 so as to promote a positive outlook for the City as a place to live and to do
19 business; and

20 WHEREAS, business incubators represent a major economic development
21 tool to improve opportunities for encouraging small business expansion,
22 strengthening the local economy and increasing job opportunities; and

23 WHEREAS, the City of Las Vegas and the New Dawn Technical Institute
24 have worked jointly to prepare a Game Plan for the Las Vegas Incubator
25 Project, including a Request for Proposals for the preparation of a feasi-
26 bility study and action plan for project implementation.
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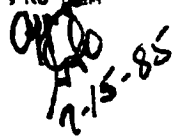
1 NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
2 LAS VEGAS, NEVADA approves the Game Plan which includes the Request for
3 Proposals for the City of Las Vegas Feasibility Study of the "Incubator
4 Project" and authorizes the Department of Economic and Urban Development to
5 accept, review and make recommendations to the City Council on an application
6 from the New Dawn Technical Institute for City funds for the conduct of the
7 Feasibility Study.

8 PASSED, ADOPTED AND APPROVED this 3rd day of July, 1985.
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RON LURIE, MAYOR PRO-TEM

14 ATTEST:

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17 CAROL ANN HAWLEY, CITY CLERK
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7-15-85

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

IV(d) DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT

ITEM A - A RESOLUTION APPROVING THE GAME PLAN WHICH INCLUDES THE REQUEST FOR PROPOSALS FOR THE FEASIBILITY STUDY FOR THE INCUBATOR PROJECT IN THE CITY OF LAS VEGAS AND AUTHORIZING THE DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT TO ACCEPT, REVIEW AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL ON AN APPLICATION FROM THE NEW DAWN TECHNICAL INSTITUTE FOR CITY FUNDS FOR THE CONDUCT OF THE FEASIBILITY STUDY.

PAGE 1

MAYOR BRIARE:

Now we'll go to the Economic and Urban Development agenda. Mr. Thomason, are you going to present the resolution with respect to the Incubator Project?

JACK THOMASON;

Yes, sir. It's a resolution approving -- which we're requesting the Council approve the game plan which we request to develop earlier in the year with regard to providing a request for proposal for a feasibility study for the Incubator Project in the City of Las Vegas and authorizing the Department of Economic Development to accept the review and make recommendations to the City Council on an application by the New Dawn Technical Institute for City funds for the conduct feasibility study. Now those City funds are CDBG funds.

MAYOR BRIARE:

Does your recommendation carry with it the condition or is it in the agreement that the condition of the County participation for a share and the minimum State participation also be present?

JACK THOMASON:

Yes, sir, it's all in the game plan. We're asking for approval of the game plan which includes that.

MAYOR BRIARE:

Right.

COUNCILMAN LURIE:

I have just one question. Why do we use the terminology "game plan?" I mean, what does that mean?

JACK THOMASON:

Well because at the time it was such a conglomerate of information -- so we searched for a term that we thought would fit and if you'll look at the size of the document in your package there, you'll see that -- if you have a better suggestion, we'll certainly buy it.

COUNCILMAN LURIE:

I don't know. I just didn't know what the terminology -- I never heard that before, game plan.

COUNCILMAN LEVY:

Coach Rockne used it in -- (laughter) I'd just like to make a comment and I'd like to go on record that this is as far as the obligation -- until we see this report, that the City'll be involved, in other words financially. Until we see the report and the feasibility

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

IV(d) DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT

ITEM A - A RESOLUTION APPROVING THE GAME PLAN WHICH INCLUDES THE REQUEST FOR PROPOSALS FOR THE FEASIBILITY STUDY FOR THE INCUBATOR PROJECT IN THE CITY OF LAS VEGAS AND AUTHORIZING THE DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT TO ACCEPT, REVIEW AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL ON AN APPLICATION FROM THE NEW DAWN TECHNICAL INSTITUTE FOR CITY FUNDS FOR THE CONDUCT OF THE FEASIBILITY STUDY.

PAGE 2

COUNCILMAN LEVY: of getting this thing on and we'll determine that when we that feasibility study. We're not obligated beyond that.

JACK THOMASON: That's correct, sir.

COUNCILMAN LEVY: Of record.

COUNCILMAN BUNKER: Will we have an opportunity when the proposals are in to review them and to approve?

JACK THOMASON: Yes, sir, we will come back to you after we've gone out with the RFP. When the responses come back, we will come back to you asking for your approval of the selection of the consultant.

COUNCILMAN NOLEN: Your Honor, I'D MAKE A MOTION THAT WE APPROVE ITEM A AND IN ADDITION TO THAT, ITEM A THROUGH F. It's just the routine items on the Block Grant stuff if there's no objection. Just follow the recommendation of staff on Items A through F.

MAYOR BRIARE: Could we just take the one, Councilman?

COUNCILMAN NOLEN: I'll take Item A.

MAYOR BRIARE: Yes, let's do just that one first. Any other comments?

COUNCILMAN LURIE: Yes, just one other comment. The City's putting in CDBG at 25,000 and the County's putting in only 10,000 and the State's putting in 25,000. Are they using CDBG funds, the State?

JACK THOMASON: No, sir, the State to my knowledge is not. It's just --

COUNCILMAN LURIE: It's general fund?

JACK THOMASON: Yes, sir.

COUNCILMAN LURIE: Okay. Is that 65,000 or 60,000 going to be sufficient monies? My understanding was that we were going to go out and try to raise an additional 25,000, that this study was going to cost \$85,000.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

IV(d) DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT

ITEM A - A RESOLUTION APPROVING THE GAME PLAN WHICH INCLUDES THE REQUEST FOR PROPOSALS FOR THE FEASIBILITY STUDY FOR THE INCUBATOR PROJECT IN THE CITY OF LAS VEGAS AND AUTHORIZING THE DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT TO ACCEPT, REVIEW AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL ON AN APPLICATION FROM THE NEW DAWN TECHNICAL INSTITUTE FOR CITY FUNDS FOR THE CONDUCT OF THE FEASIBILITY STUDY.

PAGE 3

JACK THOMASON: We hope it won't cost that much. What we're hoping is that we can get the study done within the framework of the \$60,000. If we have to go out for more because of circumstances we don't foresee, then we would consider going to the private sector and asking for some help.

COUNCILMAN LURIE: Our obligation is at 25,000?

JACK THOMASON: Sir.

COUNCILMAN LURIE: Our obligation is 25,000?

JACK THOMASON: Yes, sir, 25,000.

COUNCILMAN LURIE: And the maximum we're looking at today is \$60,000.

JACK THOMASON: That's correct, sir.

COUNCILMAN LURIE: And no more.

JACK THOMASON: No more. I want to qualify that by saying it's conditional in terms if we get -- when we review this and we find from the responses we get that let's say, we're borderline 62,000 or something, we've agreed that we would go with the New Dawn folks and talk to the private sector to see if we could get that additional money. If we can't get the money --

COUNCILMAN LURIE: You have to do it in the scope with the money you have available.

JACK THOMASON: That's correct.

COUNCILMAN LURIE: Okay.

COUNCILMAN LEVY: I would like to know before you go to the private sector.

JACK THOMASON: Yes, sir.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985

IV(d) DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT

ITEM A - A RESOLUTION APPROVING THE GAME PLAN WHICH INCLUDES THE REQUEST FOR PROPOSALS FOR THE FEASIBILITY STUDY FOR THE INCUBATOR PROJECT IN THE CITY OF LAS VEGAS AND AUTHORIZING THE DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT TO ACCEPT, REVIEW AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL ON AN APPLICATION FROM THE NEW DAWN TECHNICAL INSTITUTE FOR CITY FUNDS FOR THE CONDUCT OF THE FEASIBILITY STUDY.

PAGE 4

MAYOR BRIARE:

Any other comments? There's certainly a little recognition due. I'm not going to try and name all the names and so forth and so on, but I want to compliment those who have been working on this for a long time. I've often questioned the name "incubator" and I think I know now what I questioned this name "incubator." It's because it's taken you so long to get this egg hatched. Maybe, maybe this will be of help to you to determine once and for all after the years that you've been working on this and I know four years, perhaps longer, that finally there's seems to be a crack in the shell and I hope that you're going to have some success in this, but you've heard plenty of admonitions already this morning and previously as to how this is going to be carefully watched and so on and so on, but anyway, congratulations for sticking with it. I hope this will be the beginning of a very successful venture for you.

MAN FROM AUDIENCE:

Thank you.

MAYOR BRIARE:

Further comments? Cast your votes. Post. The motion's APPROVED. (Motion carried unanimously)

AGENDA DOCUMENTATION

Date: JULY 3, 1985

TO:
The City CouncilFROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: REQUEST FOR APPROVAL OF EMPLOYMENT AGREEMENT FOR THE POSITION OF: ATTORNEY/PROJECT
DIRECTOR, AT THE SENIOR CITIZENS LAW PROJECTPURPOSE/BACKGROUND

On May 1, 1985, authorization was given by the City Council to the Department of Economic and Urban Development to file a grant application with the Division for Aging Services to fund the Eighth Year of the Senior Citizens Law Project. Said application was subsequently filed and notification of grant award was received June 3, 1985. The grant award, which is effective July 1, 1985 through June 30, 1986, includes the provision of compensation for the Project Attorney as follows:

ATTORNEY/PROJECT DIRECTOR - \$ 40,632.00

The Attorney/Project Director is currently working for the Project and will continue to do so for the period covering July 1, 1985 to June 30, 1986. He will provide services to the Law Project as delineated in the attached agreement and will be compensated on a bi-monthly basis for such services.

Approval of this employment agreement is hereby sought.

FISCAL IMPACT

\$ 40,632.00 - This amount will be funded from the State Division for Aging Services Grant #AOAN86, awarded to the City effective July 1, 1985 through June 30, 1986.

RECOMMENDATIONS

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

JACK THOMASON, DIRECTOR
DEPT. OF ECONOMIC & URBAN DEVELOPMENT
Agenda Item

IV. (d) B.

1 AGREEMENT BETWEEN THE CITY OF LAS VEGAS

2 AND

3 RICHARD E. DONALDSON

4 FOR

5 ATTORNEY/PROJECT DIRECTOR OF THE

6 SENIOR CITIZENS LAW PROJECT

7 THIS AGREEMENT, entered into this 3rd day of July, 1985, but effective
8 July 1, 1985 by and between the City of Las Vegas (hereinafter called the
9 "Sponsor") and RICHARD E. DONALDSON, Las Vegas, Nevada, (hereinafter called
10 the "Attorney").

11 PART I

12 WITNESSETH:

13 WHEREAS, the Sponsor desires to engage the Attorney to render pro-
14 fessional services hereafter described in connection with the Senior Citizens
15 Law Project which is expected to be partially financed under the Title III of
16 the Older Americans Act of 1965 (P.L. 94.135),

17 NOW, THEREFORE, the parties hereto do mutually agree as follows:

18 SECTION 1. DEFINITIONS. That the following definitions shall apply
19 to the terms used in this Agreement, except where the context necessarily
20 requires otherwise:

- 21 a. The "Project" shall mean the Senior Citizens Law
22 Project as described in Attachment 1, Statement of
23 Work.
24 b. The "Agreement" shall mean this written agreement
25 between the Sponsor and the Attorney, and any
26 amendments thereto, to perform the work detailed
27 in this Project.
28 c. The "Grant" shall mean the grant awarded the Sponsor
29 under Title III of the Older Americans Act.
30

31 SECTION 2. EMPLOYMENT OF THE ATTORNEY. The Sponsor hereby agrees
32 to engage the Attorney and the Attorney agrees to perform the services set

1 forth, as follows:

2 The Attorney will administer the Senior Citizens Law Project
3 in accordance with the guidelines and provisions established in the Grant
4 awarded by the State of Nevada, Division for Aging Services under Title III of
5 the Older Americans Act of 1965 as amended (P.L. 91.135). Under the Grant,
6 the Attorney will render legal service to citizens 60 years and older residing
7 within Clark County and Pahrump, Nevada, who fall within the Grant guidelines.

8
9 SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Attorney
10 shall perform as an independent contractor under this Agreement. The Attorney
11 is, for all purposes arising out of this Agreement, an independent contractor
12 pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee
13 of the Sponsor. It is expressly understood and agreed that there shall be no
14 (1) withholding of income taxes by the Sponsor; (2) industrial insurance
15 coverage provided by the Sponsor; (3) participation in group insurance plans
16 which may be available to employees of the Sponsor; (4) participation or
17 contributions by either the independent contractor or the Sponsor to the
18 Public Employees' Retirement System.

19 SECTION 4. INDEMNITY. The Attorney shall exonerate, indemnify and
20 hold harmless Sponsor from and against, and shall assume full responsibility
21 for, payment of all Federal, State and local taxes or contributions imposed or
22 required under unemployment insurance, Social Security and income tax laws,
23 with respect to Attorney in performance of this Agreement. The Sponsor, and
24 its agents and employees, shall not be, nor be held, liable for any liabilities,
25 penalties or forfeitures, or for any damage to the goods, properties or
26 effects of the Attorney, or of any other persons, nor for personal injury to,
27 or death of them, whether caused by or resulting from any negligent act or
28 omission of Attorney. The Attorney further agrees to indemnify and hold
29 harmless the Sponsor and Sponsor's agents and employees against and from any
30 and all of the foregoing liabilities, and any and all costs or expenses
31 incurred by Sponsor on account of any claim. The Attorney agrees to assume the
32 foregoing obligations and liabilities, by which it is intended by both parties

1 that Attorney shall indemnify and hold harmless Sponsor from all claims
2 arising by reason of the work done or by reason of any act or omission of the
3 Attorney.

4 SECTION 5. INSURANCE. The Sponsor will provide at Project or
5 Sponsor expense all appropriate insurance coverage necessary to meet the obli-
6 gations set forth in Section 4.

7 SECTION 6. SERVICES TO BE PERFORMED BY ATTORNEY. The Attorney
8 shall perform all necessary services as described in Attachment 1, Statement
9 of Work.

10 SECTION 7. PERIOD OF PERFORMANCE. The Period of Performance shall
11 have commenced the first day of July, 1985 and shall terminate the 30th day
12 of June, 1986.

13 SECTION 8. COMPENSATION. The Attorney shall be compensated for
14 services in such amount and in such manner as detailed in Attachment 2,
15 Schedule of Compensation.

16 SECTION 9. TERMINATION OF AGREEMENT FOR CAUSE. If the Attorney
17 shall materially breach any of the agreements or stipulations of the
18 Agreement, the Sponsor shall thereupon have the right to terminate this
19 Agreement by giving written notice to the Attorney of such termination and
20 specifying the effective date thereof, at least thirty (30) days before the
21 effective date of such termination. In such event, all finished or unfinished
22 legal documents prepared by the Attorney under this Agreement shall be the
23 property of the Sponsor.

24 SECTION 10. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may
25 terminate this Agreement at any time funds are not available under the Grant
26 due to suspension or termination of the Grant by giving written notice to the
27 Attorney of such termination and specifying the effective date thereof at
28 least fourteen (14) days prior to the effective date of such termination. In
29 that event, all finished or unfinished documents and other materials remain as
30 property of the Sponsor.

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SECTION 11. TERMINATION OF SUSPENSION BY ATTORNEY. The Attorney may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 1) or in the event of a material breach of this Agreement by the Sponsor, or in the event the Attorney shall provide ninety (90) days notice to the Sponsor in writing. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

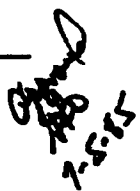
SECTION 12. EQUAL EMPLOYMENT OPPORTUNITY. (a) The Attorney will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Attorney shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. The Attorney agrees to post in conspicuous places available to employees notices to be provided setting forth the provisions of this nondiscrimination clause. The Attorney will, in all solicitations or advertisements for employees placed on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion sex or national origin. (b) The Attorney shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as may be required. (c) The Attorney agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

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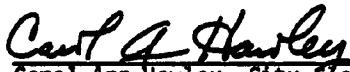
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2 IN WITNESS WHEREOF THE SPONSOR AND THE ATTORNEY HAVE EXECUTED THIS
3 AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
4

CITY OF LAS VEGAS

5
6 BY 
WILLIAM H. BRIARE, MAYOR


7-5-85

7 ATTEST:

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9 
10 Carol Ann Hawley, City Clerk

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12 RICHARD E. DONALDSON (ATTORNEY)
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ATTACHMENT 1: STATEMENT OF WORK

Under the guidance of the Sponsor, the Attorney will perform the following duties:

- (1) Assume responsibility for the daily administration of the Project.
- (2) Assume responsibility for hiring, training, supervising and termination of Project personnel who have contracts with the Sponsor.
- (3) Assume responsibility for the hiring of Project staff in accordance with established EEO and Affirmative Action guidelines.
- (4) Ensure the quality of legal services rendered by reviewing all cases for proper documentation and compliance with legal requirements.
- (5) Ensure the confidentiality of case and record information by instituting safeguards.
- (6) Ensure the confidentiality and quality of legal services rendered by operating the program according to the Canons, Considerations and Rules of the American Bar Association and other applicable tenants of professional responsibility.
- (7) Represent project clients at the bar.
- (8) Represent the program to the community.
- (9) Prepare required monthly, quarterly and annual reports.
- (10) Serve as liaison to the Senior Citizens Law Project Advisory Board.
- (11) Attend gerontology training sessions or seminars where appropriate.
- (12) Conduct outreach efforts.

ATTACHMENT 2: SCHEDULE OF COMPENSATION

The Attorney shall receive compensation per the following schedule:

July 17, 1985	\$1,693.00
August 7, 1985	1,693.00
August 21, 1985	1,693.00
September 4, 1985	1,693.00
September 18, 1985	1,693.00
October 2, 1985	1,693.00
October 16, 1985	1,693.00
November 6, 1985	1,693.00
November 20, 1985	1,693.00
December 4, 1985	1,693.00
December 18, 1985	1,693.00
January 2, 1986	1,693.00
January 15, 1986	1,693.00
February 5, 1986	1,693.00
February 19, 1986	1,693.00
March 5, 1986	1,693.00
March 19, 1986	1,693.00
April 2, 1986	1,693.00
April 16, 1986	1,693.00
May 7, 1986	1,693.00
May 21, 1986	1,693.00
June 4, 1986	1,693.00
June 18, 1986	1,693.00
July 2, 1986	<u>1,693.00</u>
TOTAL	<u>\$40,632.00</u>

0073

AGENDA*City of Las Vegas*

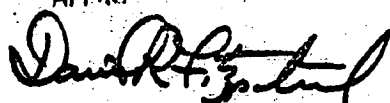
July 3, 1985

Page 11

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

ITEM	Council Action	Department Action
IV. (d) DEPARTMENT OF ECONOMIC AND URBAN DEVELOPMENT		
Con't		
C. AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT DATED FEBRUARY 7, 1985 - CENTER FOR EMPLOYMENT TRAINING OF NEVADA	Nolen - APPROVED Items B, C, D, E and F as recommended by staff. Unanimous	Staff to proceed
D. AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT DATED FEBRUARY 11, 1985 - HELP THEM WALK AGAIN FOUNDATION, INC.	Nolen - APPROVED Items B, C, D, E and F as recommended by staff. Unanimous	Staff to proceed Joan Toadvine was present in audience.
E. AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - DATED JULY 1, 1984 - NEVADA ECONOMIC DEVELOPMENT CO. INC. - COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND PROGRAM	Nolen - APPROVED Items B, C, D, E and F as recommended by staff. Unanimous	Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: July 3, 1985

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT DATED FEBRUARY 7, 1985 -
CENTER FOR EMPLOYMENT TRAINING OF NEVADAPURPOSE/BACKGROUND

On June 12, 1985, the Center for Employment Training (CET) of Nevada requested an extension of its existing 1984-85 Community Development Block Grant Agreement. The amount of funds involved in the carryover is approximately \$30,593. (This figure will be adjusted depending on year-end expenses).

Two of CET's four training areas: --Retail Cashiering and Word Processing-- started six and one-half months after the start of the program year. Due to the late start in the year, a carryover of funds will allow the Center for Employment Training to apply these monies to a matchable grant of \$70,000 from the State of Nevada Department of Education. If CET is able to attain the balance for the match (which may be in kind or cash), the agency can continue operations into the new fiscal year.

The Department of Economic and Urban Development has reviewed the request and found it to be acceptable. Therefore, the following amendment to the Center for Employment Training of Nevada's 10th Year Agreement is recommended:

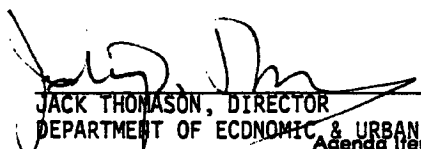
1. TIME OF PERFORMANCE, Section 2 of the original Agreement revised from June 30, 1985 completion date to June 30, 1986.
2. COMPENSATION, Section 3 of the original Agreement to read "are completed by June 30, 1986".

FISCAL IMPACT

Carryover of approximately \$30,593 Tenth Year Community Development Block Grant Funds into Eleventh Year.

RECOMMENDATIONS

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


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

IV. (d) C.

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 3rd day of July, 1985, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and CENTER FOR EMPLOYMENT TRAINING OF NEVADA, a Nevada non-profit corporation (hereinafter referred to as the "Agency"), the City and the Agency being hereinafter sometimes referred to collectively as the "Parties",

W I T N E S S E T H:

WHEREAS, the Parties have heretofore, on the 7th day of February, 1985, made and entered into that certain Agreement (the "Agreement" herein) which provides for the assistance by the City, through its Community Development Block Grant Program, of the Agency in operating its program of providing training and job skills and human development to economically and educationally deprived individuals; and

WHEREAS, the Parties desire, by this Amendment to Agreement, to extend the term of the Agreement for an additional year and to allocate to such additional year any funds which remain unspent and unobligated at the end of the first year of such extended term;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements which are hereinafter contained and of other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

Section 2. TIME OF PERFORMANCE:

The services of the Agency shall commence on July 1, 1984, and all of the services shall be completed by June 30, 1986.

2. Section 3 of the Agreement, is hereby amended to read as follows:

Section 3. COMPENSATION:

The Agency is to be paid a total consideration of not more than

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One Hundred Sixty-Five Thousand Dollars (\$165,000.00) for the full performance of the services which are described in Section 1 hereof and are completed by June 30, 1986, in accordance with the approved and executed budget which is attached as Exhibit "C" hereto and by this reference made a part hereof.

3. Except as it is hereinabove expressly amended, the Agreement, and each of the provisions thereof, shall remain and be in full force and effect.

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

CITY OF LAS VEGAS

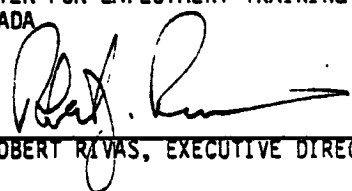
BY


 RON LURIE, MAYOR PRO-TEM

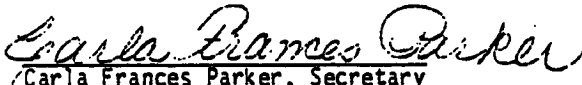
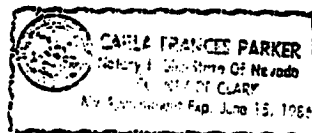
ATTEST:

 CENTER FOR EMPLOYMENT TRAINING OF
 NEVADA

BY


 ROBERT RIVAS, EXECUTIVE DIRECTOR

ATTEST:


 Carla Frances Parker, Secretary


AGENDA DOCUMENTATION

Date: JULY 3, 1985

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT DATED FEBRUARY 11, 1985 -
HELP THEM WALK AGAIN FOUNDATION, INC.

PURPOSE/BACKGROUND

On April 20, 1985, Help Them Walk Again Foundation, Inc., conducted a bid opening for the construction of a hydrotherapy pool which is to be funded jointly by the City of Las Vegas (\$50,000) and the City of North Las Vegas (\$25,000). The low bid on the project was \$109,189. This exceeded the amount earmarked for the project by \$34,198. As a result, the successful bidder offered to "donate" the difference so that the \$75,000 allocation would not be exceeded. However, given the fact that this project is to be funded with Federal dollars, it was necessary to have staff ascertain whether or not this was acceptable.

In corresponding with HUD, it was learned that regardless of whether the contractor donated a portion of his services or not, Federal labor standards provisions would still be applicable to the entire project and prevailing wages would have to be paid even on the "donated" portion of the Project. Since there are no additional funds available for this project and the issue of the "donation" will require further negotiation, the Department of Economic and Urban Development recommends that Help Them Walk Again be allowed additional time to implement this project. Therefore, the following amendment(s) to the Help Them Walk Again Foundation, Inc.'s 10th Year Agreement are recommended:

1. TIME OF PERFORMANCE, Section 2 of the original Agreement revised from June 30, 1985 completion date to June 30, 1986.
2. COMPENSATION, Section 3 of the original Agreement to read "...are completed by June 30, 1986".

FISCAL IMPACT

Carryover of \$50,000 in Tenth Year Community Development Block Grant Funds into the Eleventh Year.

RECOMMENDATIONS

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


JACK THOMASON, DIRECTOR
DEPT. OF ECONOMIC & URBAN DEVELOPMENT

Agenda Item

IV. (d) D.

ACTION TAKEN

*Will not be
signed - New
agreement on 7/16/86 mtg*
Date 7-9-86 *gjt*

AGREEMENT

ACTION TAKEN

*Agreement
not signed by
other parties yet.*
Date 12-19-85 *SL*

THIS AGREEMENT, made and entered into this 10 day of JULY, 1985, but effective as of July 1, 1984, by and among the CITY OF LAS VEGAS, and the CITY OF NORTH LAS VEGAS, each of which is a municipal corporation of the State of Nevada (hereinafter referred to as the "City" and "North Las Vegas", respectively), and the HELP THEM WALK AGAIN FOUNDATION, a Nevada non-profit corporation (hereinafter referred to as the "Agency"), the City, North Las Vegas and the Agency being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties",

WITNESSETH:

WHEREAS, the City is the recipient of funds under the Community Development Block Grant Program of the United States Department of Housing & Urban Development ("HUD" herein), as authorized by Title I, Housing and Community Development Act of 1974 and the Housing and Community Development Amendments of 1978, the Housing and Community Development Act of 1980 and the Housing and Community Development Amendments of 1981; and

WHEREAS, North Las Vegas is also the recipient of funds under the Community Development Block Grant Program of HUD, as authorized by said Acts and Amendments; and

WHEREAS, the City is responsible for the administration, implementation, planning and evaluation function of the Community Development Block Grant Program within its boundaries; and

WHEREAS, North Las Vegas is responsible for the administration, implementation, planning and evaluation function of the Community Development Block Grant Program within its boundaries; and

WHEREAS, the City has identified Census Tract Nos. 3.01, 3.02, 4, 6, 7, 8, 9, 11, 35, 5.03, 5.04 as the areas within its boundaries which are eligible for block grant program assistance, as those Census Tracts are more particularly identified on Exhibit "A" which is attached hereto and by this reference made a part hereof; and

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1 WHEREAS, the Agency operates or proposes to operate a program for the
2 purpose of providing rehabilitation services to severely physically disabled
3 persons residing in Southern Nevada (the "Project" herein); and

4 WHEREAS, the Project has been certified by the City and North Las
5 Vegas as having met the national objective of the Community Development Block
6 Grant Program for assistance to serve low to moderate income households; and

7 WHEREAS, the Agency has applied to the City and North Las Vegas for
8 such assistance to fund the Project, referred to as the HYDROTHERAPY POOL, and
9 the City and North Las Vegas desires, by this Agreement, to provide such
10 assistance and to guarantee that the Agency will carry out the purposes and
11 objectives of the Community Development Block Grant Program in carrying out
12 the Project;

13 WHEREAS, the City and the Agency have heretofore, on the 11th day of
14 February, 1985, made and entered into that certain Agreement (the "Original
15 Agreement" herein) which encompasses the identical subject matter as this
16 Agreement, and the City and the Agency therefore desire to terminate the
17 Original Agreement in order that their relationship with each other, as well
18 as their relationship with North Las Vegas, be governed exclusively by the
19 provisions of this Agreement;

20 NOW THEREFORE, for and in consideration of the premises and of the
21 mutual promises and agreements which are hereinafter contained, the Parties do
22 hereby agree as follows:

23 Section 1. PRIOR AGREEMENT SUPERSEDED AND TERMINATED:

24 The Original Agreement by and between the City and the Agency is
25 hereby superseded by this Agreement and is therefore cancelled, terminated and
26 held for naught, and the City and the Agency, as well as North Las Vegas,
27 agree that, from the effective date of this Agreement forward, their
28 relationship with respect to the subject matter hereof shall be governed
29 exclusively by this Agreement.

30 Section 2. SCOPE OF SERVICES:

31 The Agency hereby agrees to perform the services which are described
32

1 in Exhibit "B" which is attached hereto and by this reference made a part
2 hereof.

3 Section 3. TIME OF PERFORMANCE:

4 The services of the Agency shall commence on July 1, 1984, and all of
5 the services shall be completed by June 30, 1986.

6 Section 4. COMPENSATION:

7 The Agency is to be paid a total compensation of not more than
8 Seventy-Five Thousand Dollars (\$75,000.00), consisting of Fifty Thousand
9 Dollars (\$50,000.00) which is to be allocated to the project by the City and
10 Twenty-Five Thousand Dollars (\$25,000.00) which is to be allocated by North
11 Las Vegas for the full performance of the services which are described in
12 Section 1 hereof and are completed by June 30, 1986, in accord with the
13 approved and executed budget which is attached as Exhibit "C" hereto and by
14 this reference made a part hereof.

15 Section 5. METHOD OF PAYMENT:

16 The City agrees, subject to partial reimbursement from North Las
17 Vegas as in lines 15 to 21, inclusive, of this Section 4 provided, to
18 reimburse the Agency for all eligible expenditures which are incurred by the
19 Agency in the operation of the Hydrotherapy Pool as specified herein which are
20 in accord with the amounts which are allotted thereto in Exhibit "C". The
21 Agency agrees to incur initial expenditures and to provide the City with
22 statements therefor on a bi-weekly basis.

23 The City will review those expenditures for consistency with the
24 approved budget and Scope of Services, as well as Federal Management Circular
25 .74-04: Cost Principles Applicable to Grants and Contracts with State and Local
26 Governments, which Circular is incorporated herein by this reference. Such
27 financial reimbursement statements shall be forwarded to the City's Department
28 of Economic and Urban Development, Project Administration and Departmental
29 Accounting Division for review. That Division will forward the eligible cost
30 reimbursement form to the Department of Financial Management and Computer
31 Services for payment. The initial Twenty-Five Thousand Dollars (\$25,000.00)
32 in project costs which are eligible for reimbursement under this Agreement

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1 shall be charged against the grant funds of North Las Vegas. The City will
2 expend such initial funds, up to Twenty-Five Thousand Dollars (\$25,000.00), on
3 behalf of North Las Vegas and will invoice North Las Vegas therefor. North
4 Las Vegas shall be required to reimburse the City for the funds which the City
5 so expends within 30 days after its receipt of such invoice. The Agency
6 agrees to provide the City with copies of all supporting documentation and to
7 maintain and make accessible, for purposes of auditing, all original
8 documentation for a period of three (3) years following the completion of the
9 Project.

10 Any breach of this Section shall be cause for the City to suspend the
11 further funding of the Project until the matter is corrected to the
12 satisfaction of the City. The failure of the Agency to provide the City with
13 a monthly status report shall be cause for the Agency's reimbursement check
14 from the City to be held in abeyance until the delinquent status report has
15 been provided to the City. It is expressly understood by the Agency that only
16 eligible expenditures of the Project, as determined jointly by the City and
17 North Las Vegas, as to the initial Twenty-Five Thousand Dollars (\$25,000.00),
18 and the Agency, can be reimbursed pursuant to this Agreement.

19 Section 6. CITY'S GENERAL TERMS AND CONDITIONS:

20 The Agency hereby agrees:

21 A. That no change in any line item expenditure in the approved and
22 executed budget may be made unless such change is specifically authorized
23 beforehand in writing by the City.

24 B. To be bound by all Federal statutes, conditions, regulations and
25 assurances which are applicable to the entire Community Development Block
26 Grant Program or are required by HUD or the City.

27 C. To amend, modify or otherwise revise this Agreement should such a
28 modification become necessary or be required by HUD or any Federal statute or
29 regulation which is applicable to the funds which are made available to the
30 Agency pursuant to this Agreement.

31 D. To be bound by all existing or amended policies or requirements,
32 or both, in the City's Community Development Block Grant Operating Agency

1 Administrative Manual.

2 E. Not to use any funds or resources which are supplied by the
3 Community Development Block Grant Program in litigation against any person,
4 natural or otherwise, or in its own defense in any such litigation.

5 F. That no Agency officer or employee of the Agency may seek or
6 accept any gift, service, favor, employment, engagement, emolument or economic
7 opportunity which would tend improperly to influence a reasonable person in
8 that position to depart from the faithful and impartial discharge of the
9 duties of that position.

10 G. That no Agency officer or employee of the Agency may use his
11 position in government to secure or grant any unwarranted privilege,
12 preference, exemption or advantage for himself, any member of his household,
13 any business entity in which he has a financial interest or any other person.

14 H. That no Agency officer or employee of the Agency may participate
15 as an agent of the Agency in the negotiation or execution of any contract be-
16 tween the Agency and any private business in which he has a financial inter-
17 est. Unless it is specifically prohibited by law, a public officer or
18 employee, as such, is not precluded from making a bid on a government contract
19 if the contracting process is controlled by the rules of open competitive
20 bidding, the sources of supply are limited, the public officer or employee has
21 not taken part in developing the contract plans or specifications and the
22 public officer or employee will not be personally involved in opening,
23 considering or accepting offers.

24 I. That no Agency officer or employee of the Agency may suppress
25 any Agency report or other document because it might tend to affect unfavor-
26 ably his private financial interests.

27 J. To abide by HUD's 1983 Fraud Information Bulletin, as provided
28 in the City's Community Development Block Grant Operating Agency Administra-
29 tive Manual.

30 K. To protect, defend, indemnify and save the City and North Las
31 Vegas harmless from and against any and all liability, damages, claims, suits,
32 liens and judgments of whatever nature, including but not limited to claims

1 for contribution or indemnification, or both, for injuries to or death of any
2 person caused by, in connection with or arising out of any activity which is
3 undertaken by the Agency pursuant to this Agreement. The Agency's obligation
4 to protect, defend, indemnify and save harmless, as set forth in this
5 subsection K shall include any and all attorneys' fees and investigation and
6 litigation expenses which are incurred by the City of North Las Vegas in
7 enforcing or obtaining, or both, compliance with the provisions of this
8 Agreement.

9 L. Not to assign any right or delegate any duty under this Agree-
10 ment without the prior written consent of the City and North Las Vegas, and
11 any such assignment or delegation must conform to the guideline criteria for
12 the Community Development Block Grant Program. Any such assignment of
13 interest or delegation of duty without the prior written consent of the City
14 and North Las Vegas shall be void and shall result in the forfeiture of all
15 compensation, or such part thereof as may be determined by the City, from
16 funds which are supplied by the City's Community Development Block Grant
17 Program.

18 M. To maintain, at all times while this Agreement is in effect,
19 fire, hazard, comprehensive bodily injury and property damage insurance in
20 amounts equal to, but not less than, the amount of the Community Development
21 Block Grant which is provided by the Parties. The City shall be furnished
22 evidence that the foregoing coverages are in effect, and the policies in
23 respect of such coverages shall provide that the City shall be notified in
24 writing of any anticipated cancellation of, or any material change in, any of
25 such coverages not less than ten (10) days prior to such cancellation or
26 material change.

27 N. That the activities which are funded under this Agreement shall
28 be subject to on-site monitoring by duly authorized representatives of the
29 City. Intended visits by said representatives shall be announced to the
30 Agency not less than 24 hours in advance of those visits, which shall occur
31 during normal operating hours. The representatives may request, and, if such
32 request is made, shall be granted access to all of the records which are

1 identified in the request. Representatives shall be permitted to interview
2 recipients of services who volunteer to be so interviewed.

3 O. That, at any time during the normal business hours of the
4 Agency, the Agency's records with respect to matters which form the subject
5 matter of this Agreement shall be made available for audit, examination and
6 review by representatives of the City, independent auditors who are under
7 contract to the City, HUD or the Comptroller of the United States, or any
8 combination of those agencies.

9 P. In the event that the Agency or the City, or both, anticipates
10 that the total amount of funds which are allocated to the Agency pursuant to
11 this Agreement will not be expended within the time frame and in a manner
12 which is prescribed herein, the City shall have, and is hereby given, the
13 right to extract the unexpended portion of those funds for other projects or
14 programs which are operated under the auspices of the City's Community
15 Development Block Grant Program.

16 Q. That expenditures which are charged to the City and the
17 Community Development Block Grant funds will be accounted for in a format that
18 meets the requirements of the City's Community Development Block Grant
19 program, and said expenditures shall be subject to approval by the City.

20 Section 7. FEDERAL GENERAL CONDITIONS:

21 A. During the performance of this Agreement, the Agency agrees as
22 follows:

23 1. The Agency will not discriminate against any employee or
24 applicant for employment because of race, color, sex, religion or national
25 origin. The Agency will take action to ensure that each applicant is
26 considered for employment without regard to his race, color, sex, religion or
27 national origin. Such action shall include but not be limited to the
28 following: employment, upgrading, demotion or transfer; recruitment or
29 recruitment advertising; layoff or termination; rates of pay or other forms of
30 compensation; and selection for training, including apprenticeship. The
31 Agency agrees to post, in conspicuous places which are accessible by employees
32 and applicants for employment, notices to be provided which set forth the

1 provisions of this non-discrimination clause.

2 2. The Agency will, in all solicitations or advertisements for
3 employees which are placed by or on behalf of the Agency, state that all
4 qualified applicants will receive consideration for employment without regard
5 to race, color, sex, religion or national origin.

6 B. Where applicable, the Agency will conform with the rules and
7 regulations set forth under Section 3 of the Housing and Urban Development Act
8 of 1968, as amended. This Act requires that, to the greatest extent feasible,
9 opportunities for training and employment be given to lower income residents
10 of the area of a project, and that contracts for work in connection with that
11 project be awarded to business concerns which are located in, or owned in
12 substantial part by, persons who reside in the area of that project. There-
13 fore, in all solicitations for bids, the Agency shall provide that the con-
14 tractor must, before signing the contract, provide a preliminary statement of
15 the work force needs and plans for possible training and employment of lower
16 income persons. When the Agency utilizes the procedure of competitive bidding
17 to award a contract in connection with the Project, the request or invitation
18 for bids shall advise prospective contractors of the requirements of the
19 regulations which are adopted under Section 3 of the Housing and Urban
20 Development Act of 1968, as amended. If the Agency circulates requests or
21 invitations for bids in connection with the Project, every effort feasible
22 shall be made to contact minority organizations for a response to the request
23 or invitation for bids.

24 C. In accordance with Title VI of the Civil Rights Act of 1964, no
25 person in the United States may, on the ground of race, color or national
26 origin, be excluded from participation in, be denied the benefits of or
27 otherwise be subjected to discrimination under any program or activity for
28 which the Agency receives Federal financial assistance.

29 D. The Agency may not, directly or through contractual or other
30 arrangements, on the basis of race, color, sex, religion or national origin:

31 1. Deny any individual any facility, service, financial aid or
32 other benefit which is provided under the Project.

1 2. Provide any individual any facility, service, financial aid
2 or other benefit which is different, or is provided in a different form, from
3 that provided to others under the Project.

4 3. Subject any individual to any segregated or separate
5 treatment in any facility in, or in any matter of process related to, the
6 receipt of any service or benefit under the Project.

7 4. Treat any individual differently from any other in
8 determining whether such individual satisfies any admission, enrollment,
9 eligibility, membership or other requirement or condition which individuals
10 must meet in order to be provided any facility, service or other benefit under
11 the Project.

12 5. Deny any individual an opportunity to participate in the
13 Project as an employee.

14 E. This Agreement is subject to:

15 1. Section 109 of the Housing and Community Development Act of
16 1974, which requires that no person in the United States shall, on the basis
17 of race, color, national origin or sex, be excluded from participation in,
18 denied the benefits of or subjected to discrimination under any program or
19 activity which is paid for, in whole or in part, with the funds which are made
20 available to the Agency by the Community Development Block Grant Program.

21 2. The Davis-Bacon Act, as amended, which requires that, for
22 any construction project which is in excess of \$2,000 and is funded by the
23 Community Development Block Grant Program, all laborers and mechanics employed
24 by the contractor or its subcontractors shall be paid wages at rates not less
25 than those prevailing on similar construction in the locality, as determined
26 by the Secretary of Labor, and shall receive overtime compensation in
27 accordance with the Contract Work Hours and Safety Standards Act. The
28 contractor and its subcontractors shall also comply with all applicable
29 Federal laws and regulations pertaining to labor standards, including the
30 minimum wage law.

31 3. The National Environmental Policy Act of 1969, as detailed
32 in Implementing Regulations at 24 CFR, Part 58.

1 4. The requirements of Executive Order 11625, which provides
2 for the utilization of minority business in all federally assisted contracts.

3 5. The requirements of Title VI of the Civil Rights Act of
4 1964, and the regulations of HUD with respect thereto, including 24 CFR, Parts
5 1 and 2, which provide for non-discrimination on the grounds of race, color or
6 national origin by any activity which receives Federal funds and also obli-
7 gates the recipients of those funds to use federally funded property for the
8 purpose for which the Federal funds were made available to them.

9 F. In accordance with Title II of the Uniform Relocation Assistance
10 and Real Property Acquisition Policies Act of 1970, Implementing Regulations
11 at 24 CFR, Part 42, Section 570.602(a) of HUD Handbook §1376.1, Relocation and
12 Real Property Acquisition, September 1979, and Chapters 16.04 to 16.28,
13 inclusive, of the Municipal Code of the City, 1983 Edition, the Agency shall
14 abide by all applicable directives by the City.

15 G. The Agency agrees to pay salaries which are not less than the
16 minimum wage as determined pursuant to the Fair Labor Standards Act, as
17 amended.

18 H. None of the personnel who are employed in the administration of
19 the Project shall, in any way or to any extent, be engaged in the conduct of
20 political activities in violation of Title 5, Chapter 15, of the United States
21 Code.

22 I. No member of the Agency or of the City Council or of the City,
23 and no employee, officer or agent of the Agency or of the City may have any
24 interest, direct or indirect, financial or otherwise, in any contract or
25 subcontract, or the proceeds thereof, for work to be performed under this
26 Agreement during his tenure in office or within one year thereafter.

27 Section 8. FINANCIAL MANAGEMENT:

28 A. This Agreement is subject to the requirements of Circular
29 No. A-102 (revised) of the United States Office of Management and Budget
30 ("OMB" herein).

31 B. The Agency must abide by all of the administrative procedures as
32 defined in the City's Community Development Block Grant Operating Agency

1 Administrative Manual.

2 C. This Agreement is subject to the requirements of OMB Circular
3 A-87, entitled "Cost Principles Applicable to Grants and Contracts of State
4 and Local Governments", Circular A-110, entitled "Grants and Agreements with
5 Institutions of Higher Education, Hospitals, and other Non-Profit
6 Organizations" and Circular A-122, entitled "Cost Principles for Non-Profit
7 Organizations".

8 D. All of the costs of the project shall be recorded by the Agency
9 by budget line items and be supported by properly executed payrolls, time
10 records, invoices, contracts, vouchers or other official documentation which
11 evidence, in proper detail, the nature and propriety of the charges to which
12 they relate. All checks, payrolls, invoices, contracts, vouchers, orders or
13 other accounting documents which pertain, in whole or in part, to this
14 Agreement shall be thoroughly identified and readily accessible.

15 E. Excerpts or transcripts of all invoices, materials, payrolls,
16 personnel records and other data which concern matters which are related, or
17 are arguably related, to this Agreement may be requested from the Agency by
18 the City at any time, and, if they are so requested, shall be made available
19 to the City promptly.

20 F. Records shall be maintained by the Agency in accordance with the
21 requirements which are prescribed by HUD and by the City with respect to all
22 matters which are connected with this Agreement. Such records shall be main-
23 tained for a period of three years after receipt by the Agency of the final
24 payment under this Agreement.

25 G. It is expressly understood and agreed by the Agency that only
26 eligible Project expenditures, as determined jointly by the City and North Las
27 Vegas, as to the initial Twenty-Five Thousand Dollars (\$25,000.00), and the
28 Agency, can be reimbursed to the Agency pursuant to this Agreement. The total
29 costs of the Project which are to be paid by the City and North Las Vegas
30 shall not exceed the amount which is set forth in Exhibit "C".

31 Section 9. MODIFICATION OR TERMINATION OF AGREEMENT:

32 A. The Agency and the City hereby agree to amend or otherwise

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1 revise this Agreement should such modifications be required by HUD or any
2 applicable Federal statute or regulation, or both.

3 B. It is specifically understood by the Agency that the Community
4 Development Block Grant funds which may be expended pursuant to this Agreement
5 are subject to being terminated or withheld from the City or North Las Vegas,
6 or both, by the Federal Government. In such event, it is specifically
7 understood and agreed by the Agency that the City shall not be obligated to
8 pay any monies to the Agency hereunder and may elect to terminate this
9 Agreement, subject to reimbursing the Agency for the eligible costs which the
10 Agency had incurred up to and including the effective date of the termination
11 or withholding of funding by the Federal Government.

12 C. If the Agency fails to fulfill, in a timely and proper manner,
13 its obligations hereunder or if the Agency violates any of the covenants,
14 agreements or conditions which are contained herein, the City, as the adminis-
15 trator of this Agreement, shall thereupon have the right to terminate this
16 Agreement by giving written notification to the Agency of its election to
17 terminate the Agreement and specifying the effective date of such termination.
18 Such notice shall be given not less than ten (10) days prior to the effective
19 date of the termination.

20 Section 10. MISCELLANEOUS PROVISIONS:

21 A. Each provision of law and each clause which is required by law
22 to be inserted in this Agreement shall be deemed to be inserted herein, and
23 this Agreement shall be read and enforced as though such provision or clause
24 were inserted herein. If, through mistake or otherwise, any such provision is
25 not so inserted, or is inserted incorrectly, this Agreement shall forthwith be
26 physically amended to make such insertion or correction upon the application
27 of any Party.
28
29
30
31
32

0090

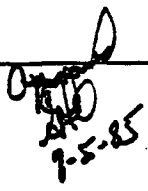
1 B. As used in this Agreement, the masculine gender includes the
 2 feminine and neuter genders, the singular number includes the plural number
 3 and the plural number includes the singular number.

4 IN WITNESS WHEREOF, the Parties have caused this Agreement to be exe-
 5 cuted by their duly authorized representatives the day and year first above
 6 written.

CITY OF NORTH LAS VEGAS

CITY OF LAS VEGAS

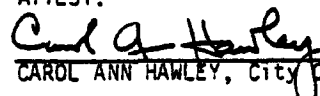
JAMES SEASTRAND, MAYOR


 RON LURIE, MAYOR PRO-TEM
 

ATTEST:

ATTEST:

ESTHER BORDEN, City Clerk


 CAROL ANN HAWLEY, City Clerk

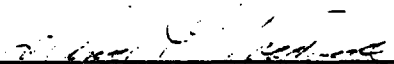
APPROVED AS TO FORM:

APPROVED AS TO FORM:

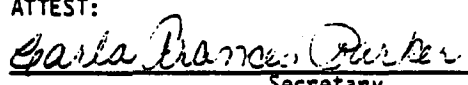
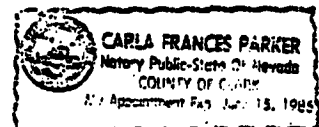
ROY WOOFER, CITY ATTORNEY

GEORGE F. OGILVIE, CITY ATTORNEY

HELP THEM WALK AGAIN FOUNDATION

 By 
 JOANNE TOADVINE

ATTEST:


 , Secretary


TENTH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT
ITEMIZED BUDGET

HELP THEM WALK AGAIN FOUNDATION
HYDROTHERAPY POOL

9086 - CAPITAL OUTLAY

\$50,000.00

Itemized Breakdown:

Construct Pool and Spa	\$27,000.00
Hook Up to City Sewer	6,500.00
Showers and Bathrooms	5,000.00
Heating and Air Conditioning	6,500.00
Hydraulic Lift	5,000.00

July 12, 1985

CET OF NEVADA
ITEMIZED DRAFT WORKING BUDGET
JULY 1985 - JUNE 1986

	AMOUNT
PERSONNEL	26,548
Executive Director	2,120
Secretary	2,490
Electronics Instructor	5,788
Retail Cashiering Instructor	4,760
Word Processing/Clerical Inst.	4,760
Branch Director	6,630
FRINGES	3,452
FICA, SIIS, UBI, HEALTH (13%)	3,452
TOTAL	\$30,000

This Draft Budget is based on \$30,000 per approved amendment to the CDBG Agreement dated February 7, 1985, - Center for Employment Training.

TENTH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT
ITEMIZED BUDGET

CET OF NEVADA
JOB TRAINING

9030 - PERSONNEL SERVICES

Executive Director (52 wks x 12 hrs/wk x \$15/hr)	\$ 9,360.00
Executive/Personnel Secretary (52 wks x 20 hrs/wk x \$9.60/hr)	9,984.00
Bookkeeping Instructor/Counselor (48 wks x 40 hrs/wk x \$8/hr)	15,360.00
Electronics Instructor/Counselor (48 wks x 40 hrs/wk x \$11/hr)	21,120.00
Retail Cashiering Instructor/Counselor (39 wks x 40 hrs/wk x \$8 hr)	12,480.00
Word Processing/Clerical Inst./Coun. (39 wks x 40 hrs/wk x \$7 hr)	10,920.00
Branch Director /Recruiter/Job Developer (52 wks x 40 hrs/wk x \$12.25/hr)	<u>25,480.00</u>

\$104,704.00

9040 - FRINGES

FICA, SIIS, UBI 11.5%	<u>12,041.00</u>
-----------------------	------------------

12,041.00

9070 - SUPPORT SERVICE

Security	350.00
Bookkeeping Services	5,850.00
Rent	18,000.00
Utilities	4,500.00
Telephone	1,800.00
Printing/Reproduction	500.00
Insurance/Bonding	1,158.00
Rental - Office Equipment	<u>3,549.00</u>

35,707.00

9086 - CAPITAL OUTLAY

MIS Computer System	5,000.00
TV Monitor	800.00
Position Motor-Satellite	400.00
Communications Receiver	<u>706.00</u>

6,906.00

9100 - OPERATING SUPPLIES

Office Supplies	500.00
Postage	200.00
Building Maintenance Supplies	721.00
Text Books, Software	2,721.00
Classroom Supplies	<u>1,500.00</u>

5,642.00

TOTAL

\$165,000.00

...TH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT
ITEMIZED BUDGET

NEVADA ECONOMIC DEVELOPMENT CO., INC.
REVOLVING LOAN FUND

9070 - SUPPORT SERVICE

10th Year \$50,000.00

9th Year 15,043.00

\$65,043.00

9086 - CAPITAL OUTLAY

10th Year 100,000.00

9th Year 24,393.84

124,393.84
\$189,436.84

AGENDA DOCUMENTATION

Date: July 3, 1985

TO:
The City CouncilFROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT DATED
JULY 1, 1984 - NEVADA ECONOMIC DEVELOPMENT COMPANY, INC.PURPOSE/BACKGROUND

The Nevada Economic Development Company, Inc. has requested an extension of its existing 1984-85 Community Development Block Grant contract. The amount of funds to be involved in the carry-over would approximate \$161,231. (This figure includes \$129,437 in tenth year Community Development Block Grant (CDBG) Entitlement funds and \$31,794 in ninth year CDBG Jobs Bill monies, and will be adjusted depending on year-end expenses).

The Nevada Economic Development Company, Inc. requires the monies to recapitalize the Revolving Loan Fund (RLF). The RLF provides financial assistance to minority business enterprises in the City's CDBG-targeted areas. A carry-over of funds would allow the Company to meet contract objectives and fulfill this community need. Funds would be administered according to the CDBG September 23, 1983 Regulations and subsequent amendments, the eleventh year Administrative Manual (FY '85-86), City policy, and this Agreement.

The Department of Economic and Urban Development has reviewed the request and found it to be acceptable. Therefore, the following amendment to the Nevada Economic Development Company's Tenth Year Agreement is recommended:

1. TIME OF PERFORMANCE, Section 2 of the original Agreement revised from June 30, 1985 completion date to June 30, 1986.
2. COMPENSATION, Section 3 of the original Agreement to read "are completed by June 30, 1986."

FISCAL IMPACT

Carry-over of approximately \$161,231 Tenth Year Community Development Block Grant Funds into Eleventh Year.

RECOMMENDATIONS

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


JACK THOMASON, DIRECTORDEPARTMENT OF ECONOMIC & URBAN DEVELOPMENT
Agenda Item

IV. (d) E.

AMENDMENT TO AGREEMENT

1
2
3 THIS AMENDMENT TO AGREEMENT, made and entered into this 3rd day of
4 July, 1985, by and between the CITY OF LAS VEGAS, a municipal corporation of
5 the State of Nevada (hereinafter referred to as the "City"), and NEVADA
6 ECONOMIC DEVELOPMENT COMPANY, INC., a Nevada non-profit corporation
7 (hereinafter referred to as the "Agency"), the City and the Agency being
8 hereinafter sometimes referred to collectively as the "Parties",

W I T N E S S E T H:

9
10 WHEREAS, the Parties have heretofore, on the 1st day of July, 1984,
11 made and entered into that certain Agreement (the "Agreement" herein) which
12 provides for the assistance by the City, through its Community Development
13 Block Grant Program, of the Agency for a revolving loan fund to provide facade
14 renovation of commercial structures in the Jackson Avenue neighborhood and
15 other eligible economic development activities; and

16
17 WHEREAS, the Parties desire, by this Amendment to Agreement, to
18 extend the term of the Agreement for an additional year and to allocate to such
19 additional year any funds which remain unspent and unobligated at the end of
20 the first year of such extended term;

21 NOW, THEREFORE, for and in consideration of the premises, of the
22 mutual promises and agreements which are hereinafter contained and of other
23 good and valuable considerations, the receipt and adequacy of which is hereby
24 acknowledged by the Parties, the Parties do hereby agree as follows:

- 25 1. Section 2 of the Agreement is hereby amended to read as follows:

26 Section 2. TIME OF PERFORMANCE:

27 The services of the Agency shall commence on July 1, 1984, and
28 all of the services shall be completed by June 30, 1986.

- 29 2. Section 3 of the Agreement, is hereby amended to read as
30 follows:

31 Section 3. COMPENSATION:

32 The Agency is to be paid a total consideration of not more than

0097

One Hundred Eighty-Nine Thousand Four Hundred Thirty-Six Dollars (\$189,436.00) for the full performance of the services which are described in Section 1 hereof and are completed by June 30, 1986, in accordance with the approved and executed budget which is attached as Exhibit "C" hereto and by this reference made a part hereof.

3. Except as it is hereinabove expressly amended, the Agreement, and each of the provisions thereof, shall remain and be in full force and effect.

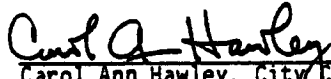
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

BY

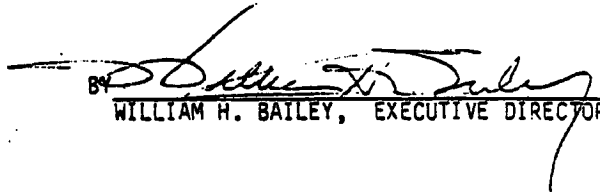

 RON LURIE, MAYOR PRO-TEM

ATTEST:

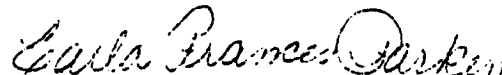
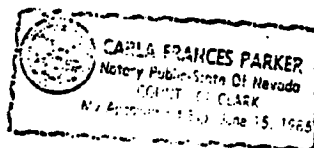

 Carol Ann Hawley, City Clerk

NEVADA ECONOMIC DEVELOPMENT COMPANY, INC.

BY


 WILLIAM H. BAILEY, EXECUTIVE DIRECTOR

ATTEST:


 Carla Frances Parker, Secretary


AGENDA*City of Las Vegas*

July 3, 1985

Page 12

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

ITEM

Council Action

Department Action

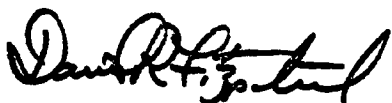
IV. (d) DEPARTMENT OF ECONOMIC AND URBAN
DEVELOPMENT
Con't

F. AMENDMENT TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT DATED MARCH 12,
1985 - NEVADA ASSOCIATION FOR THE
HANDICAPPED

Nolen -
APPROVED Items B,
C, D, E and F as
recommended by
staff.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: July 3, 1985

TO:
The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT DATED MARCH 12, 1985 -
NEVADA ASSOCIATION FOR THE HANDICAPPED

PURPOSE/BACKGROUND

The Nevada Association for the Handicapped has requested an extension of its existing 1984-85 Community Development Block Grant contract. The amount of funds to be involved in the carry-over would approximate \$18,166.

The Nevada Association for the Handicapped has recently awarded the construction bid and the project is to be completed no later than August, 1985.

The Department of Economic and Urban Development has reviewed the request and found it to be acceptable. Therefore, the following amendment to the Nevada Association for the Handicapped's Tenth Year Agreement is recommended:

1. TIME OF PERFORMANCE, Section 2 of the original Agreement revised from June 30, 1985 completion date to December 31, 1986.
2. COMPENSATION, Section 3 of the original Agreement to read "are completed by December 31, 1986".

FISCAL IMPACT

Carry-over of approximately \$18,166 Tenth Year Community Development Block Grant Funds into Eleventh Year (FY '85-86).

RECOMMENDATIONS

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


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

IV. (d) F.

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 3rd day of July, 1985, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and NEVADA ASSOCIATION FOR THE HANDICAPPED, a Nevada non-profit corporation (hereinafter referred to as the "Agency"), the City and the Agency being hereinafter sometimes referred to collectively as the "Parties",

W I T N E S S E T H:

WHEREAS, the Parties have heretofore, on the 1st day of July, 1984, made and entered into that certain Agreement (the "Agreement" herein) which provides for the assistance by the City, through its Community Development Block Grant Program, of the Agency for an interior renovation and exterior addition to the Regional Adult Handicapped Center, as well as Block Grant eligible equipment purchases; and

WHEREAS, the Parties desire, by this Amendment to Agreement, to extend the term of the Agreement for an additional six months and to allocate to such additional six months any funds which remain unspent and unobligated at the end of the first year of such extended term;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements which are hereinafter contained and of other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

Section 2. TIME OF PERFORMANCE:

The services of the Agency shall commence on July 1, 1984, and all of the services shall be completed by December 31, 1985.

2. Section 3 of the Agreement, is hereby amended to read as follows:

Section 3. COMPENSATION:

The Agency is to be paid a total consideration of not more than

0101

1 Eighteen Thousand One Hundred Sixty-Six Dollars (\$18,166.00) for
 2 the full performance of the services which are described in
 3 Section 1 hereof and are completed by December 31, 1985, in
 4 accordance with the approved and executed budget which is
 5 attached as Exhibit "C (amended)" hereto and by this reference
 6 made a parthereof.

- 7 3. Except as it is hereinabove expressly amended, the Agreement,
 8 and each of the provisions thereof, shall remain and be in full
 9 force and effect.

10 IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to
 11 Agreement to be executed by their duly authorized representatives the day and
 12 year first above written.

CITY OF LAS VEGAS

13
 14
 15 BY Ron Lurie
 16 Ron Lurie, Mayor Pro-Tem

17
 18 ATTEST:

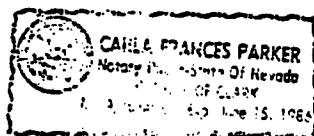
19
 20 Carol Ann Hawley
 21 Carol Ann Hawley, City Clerk

NEVADA ASSOCIATION FOR THE HANDICAPPED

22
 23 BY Vince Triggs
 24 VINCE TRIGGS, EXECUTIVE DIRECTOR

25 ATTEST:

26
 27 Carla Frances Parker
 28 Carla Frances Parker, Secretary



NEVADA ASSOCIATION FOR THE HANDICAPPED
REGIONAL HANDICAPPED CENTER
1984-1985 CDBG CONTRACT

PROPOSED CHANGE IN SCOPE OF SERVICE: BUDGET DETAIL

CAPITOL IMPROVEMENTS

\$10,000

Figure includes costs for permanent room divider, doorway additions, office space additions, built-in storage cabinets, closets, classroom study stalls, and moveable room dividers. Improvements will allow division of office and classroom space limited by original city and county CDBG project budget.

EQUIPMENT

\$4,000

Figure represents cost of office and classroom equipment, furniture, and fixtures necessary for expanded NAH activities.

COMMUNICATIONS

\$3,500

Figure represents cost of new 16 station telephone system and installation. System is necessary for adequate project communication. Current NAH project requirements are as follows*:

CIL	4 stations
N-STEP	2 stations
CTC	2 stations
PD	2 stations
EXPANSION	3 stations
TDD	1 station
CO	2 stations

ACCOUNTING

\$666

Represents estimated accounting and management cost of project .

TOTAL PROJECT COST

\$18,166

* NAH Project Definitions:

CIL	=	Center for Independent Living project
N-STEP	=	Nevada Specially Trained Effective Parents project
CTC	=	Community Training Center
PD	=	Production Dynamics employment project
CO	=	Central Office
TDD	=	Telecommunication for the Deaf

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
LAS VEGAS, NEVADA

0103

BUDGET MODIFICATION AND REVISION REQUEST

NEVADA ASSOCIATION FOR THE HANDICAPPED
OPERATING AGENCY

6417
PROJECT ACCOUNT NO.

MODIFICATION: xx

REVISION: _____

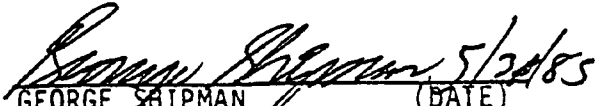
OBJECT CODE	OBJECT CODE NAME	AMOUNT APPROPRIATED	AMOUNT REQUESTED	DIFFERENCE
9086A	Capitol Outlay	12,100.00	10,500.00	[1600.00]
9086B	Improvements	3,750.00	6,000.00	2250.00
9086C	Equipment Purchase	650.00	500.00	[150.00]
9100	Operating Supplies	1,666.00	1,166.00	[500.00]
		18,166.00	18,166.00	0

JUSTIFICATION:

PRICE QUOTATIONS FROM CONTRACTORS AND VENDORS INDICATE ORIGINAL 9086 ESTIMATE \$500 LOW. NEED TO MOVE \$500 INTO 9086 FROM 9100 TO COMPLETE PROJECT

APPROVAL:


PROJECT SUPERVISOR
DATE 5/22/85

 5/22/85
GEORGE SHIPMAN (DATE)
PROJECT ADMINISTRATION

JACK THOMASON, DIRECTOR
DEPARTMENT OF ECONOMIC AND URBAN
DEVELOPMENT

AGENDA

CITY COUNCIL MINUTES - JULY 3, 1985

City of Las Vegas

0104

July 3, 1985

Page 13

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

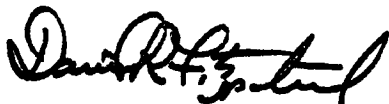
10:44

A. Permission to apply to Nevada State
Office of Community Services for
continuation of a grant

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

0105

AGENDA DOCUMENTATION

Date: July 3, 1985TO:
The City CouncilFROM:
DANIEL FITZPATRICK, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF PARKS, RECREATION & SENIOR CITIZEN ACTIVITIES REQUESTS PERMISSION TO APPLY TO NEVADA STATE OFFICE OF COMMUNITY SERVICES FOR CONTINUATION OF A STATE GRANT.

PURPOSE/BACKGROUND

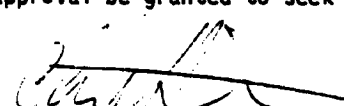
The Senior Citizens Division of the Department of Parks, Recreation and Senior Citizen Activities has requested permission to apply for a continuation of a grant from the Nevada State Office of Community Services for a social worker to assist elderly and handicapped residents of Clark County with social functioning problems.

FISCAL IMPACT

No fiscal impact

RECOMMENDATIONS

The Department of Parks, Recreation and Senior Citizen Activities recommends approval be granted to seek continuance of this grant.



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

Agenda Item

IV (e)A.

STATE OF NEVADA
OFFICE OF COMMUNITY SERVICES

Grant Application

Signature Page

☐ Local Initiative ☐ State Priority ☒ State Discretionary

1. Name of Applicant Organization LAS VEGAS SENIOR CITIZENS CENTER
2. Address of Applicant Organization 450 East Bonanza Road, Las Vegas, Nv. 89101
3. Telephone Number (702) 386-6454
4. Name of Proposed Project SOCIAL SERVICES ADVOCATE
5. Address of Proposed Project 450 East Bonanza Road, Las Vegas, Nv. 89101
6. Name of Project Director MARGARET GAVILLET, Ph.D.
7. Name of Board President ALEXANDER WITKOW, M.D. (Advisory Board)
8. Project Period Beginning September 1, 1985 Ending August 31, 1986
9. Type of Proposed Project. Describe briefly. (1. Supervise LIHEA PROGRAM for Clark County)
(2. Act as liaison between the State Office of Community Services and Southern
Nevada Sr. Citizen Community) (3. Recruit, train and supervise social work
students who attend U.N.L.V. to assist in providing direct services in the Senior
community) (4. Provide a professional social work network link between the Senior
Centers & Social Service helping Agencies serving Sr. Americans residing in Clark
County) (5. Assist in initiating new social service programs.

Total Amount of State Funds Requested:

\$ 36,554.00

TERMS AND CONDITIONS

It is understood and agreed by the undersigned that:

1. Funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all State and Federal regulations and restrictions.
2. Any proposals for changes in this project as approved will be submitted in writing by the applicant, and, upon notification of approval by this State agency, shall be deemed incorporated into and become part of this agreement.
3. The undersigned will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the that law.
4. The undersigned HEREBY GIVES ASSURANCES THAT he/she will immediately take any measures necessary to effectuate this agreement.

Typed name and title of Authorized Official WILLIAM H. BRIARE, MAYORSignature William H. BriareDate 7/23/85

NOCS 484-1

ATTESTED BY:

Carol A. Hawley7/23/85

GRANT BUDGET

Personnel Costs

DETAILED BUDGET FOR THIS PERIOD (Direct costs only)	ANNUAL SALARY (1)	NUMBER MONTHS (2)	% TIME (3)	TOTAL AMOUNT REQUIRED (4)	
PERSONNEL:					
SOCIAL WORKER - Grade 36, Step 4	23,192.00	12	100%	\$23,192.00	
Junior Office Assistant - Grade 19 Step 4	15,246.00	12	47.5%	\$ 7,242.00	
CATEGORY TOTAL				\$30,434.00	(1)
FRINGE BENEFITS: Rate X amount = requirements					
FICA:					
SIIS: Both employees @ 1.5%				\$ 457.00	
UNEM. INS:					
GROUP INS: Social Worker only				1,264.00	
OTHER: (PERS) Social Worker only @ 17%				3,943.00	
CATEGORY TOTAL				\$ 5,664.00	(2)
CONSULTANTS/CONTRACT SERVICES: Time needed X rate = requirements					
CATEGORY TOTAL				-0-	(3)
TOTAL PERSONNEL COSTS				\$36,098.00	

GRANT BUDGET

Page 3 of 4

Non-Personnel Costs

DETAILED BUDGET FOR THIS PERIOD (Direct costs only)	TOTAL AMOUNT REQUIRED (4)
TRAVEL In-State: 200 miles/month x .19 mile x 12 months = \$456.00 Out-of-State:	\$ 456.00
CATEGORY TOTAL	\$ 456.00 (4)
OPERATING:	
CATEGORY TOTAL	-0- (5)
EQUIPMENT Purchase: Lease:	
CATEGORY TOTAL	-0- (6)
OTHER COSTS:	
CATEGORY TOTAL	-0- (7)
TOTAL NON-PERSONNEL COSTS	\$ 456.00

GRANT BUDGET SUMMARY

Personnel	(page 2)	\$ 36,098.00
Travel	(page 3)	\$ 456.00
Operating	(page 3)	\$ -0-
Equipment	(page 3)	\$ -0-
Other	(page 3)	\$ 36,554.00

Total Request \$

Complete this section only when instructed to do so.

PROJECT BUDGET

Other Revenues Pledged As Match To This Project

1. CASH

Source

Amount

\$ _____

1. Total

\$ _____

2. IN-KIND

Source

Amount

\$ _____

2. Total

\$ _____

3. Total Grantee
Contribution
(1+2)

\$ _____

BUDGET JUSTIFICATION

The City of Las Vegas is requesting \$23,192.00 from the State Office of Community Services, to fund a full-time Social Work Practitioner/Coordinator at the Las Vegas Senior Citizens Center. The funds will be used on a contract basis with one hundred percent (100%) utilization as salary. This figure was arrived at after reviewing salary ranges for similar positions within Southern Nevada and commensurate with the City of Las Vegas Classified Employees Salary Schedule.

The City of Las Vegas is requesting \$7,242.00 from the State Office of Community Services, to fund a part-time position of Office Assistant in the Social Services Department at the Las Vegas Senior Citizens Center. This figure is based on the City of Las Vegas Classified Employees Salary Schedule.

The City of Las Vegas is requesting \$6,120.00 from the State Office of Community Services, for fringe benefits and local mileage for the Social Work Practitioner/Coordinator, commensurate with City of Las Vegas employees.

1. Nationwide, Senior Americans are experiencing various socio-economic deprivation. This deprivation also exists in Neighborhood Strategy Area I, Neighborhood Strategy II, and at large. These Senior Americans need supportive services to raise their standard of living, Commensurate with standards that are afforded to all Americans. These residents experience isolation, which is unusual, in that transportation, most shopping centers, recreational and social services are usually non-existent, and those that are existing, are inadequate.
2. The Las Vegas Senior Citizens Center is a multipurpose facility, providing services to Senior Americans, which includes: Cultural, educational, recreational and nutritional. Since multidimensional services are provided, the Center is viewed by Seniors as a focal point of all senior oriented programs. There are approximately 350/400 seniors requesting assistance with interpretation and location of various Social Service oriented functions on a monthly basis. These requests include assistance with negotiations with the utility companies, advocacy services, chore services, diagnostic social work assessments and expert testimony, food stamp applications, Social Security fair hearings and reviews. Many individual and various organizations are contributing assistance to the senior population of Las Vegas and Clark County in the form of programs, policies, legislation and information centers. All of the viable organizations share the common goal of providing a resource where Senior Americans can and must receive needed services. There are a great many people who have difficulty obtaining services due to their limited experience with public programs. An even more crucial concern is that many are not aware of the benefits available to them.

Some are living alone and isolated and do not have the financial or means of transportation of seeking assistance from the various agencies. It is apparent from the calls being received in the Social Services Department at the Las Vegas Senior Center, that the needs of a great number of our seniors are not being met by our existing systems.

It is the intent of this Social Services Department at this Center, to coordinate and provide an individual total person program to interface with community resources as an aid in better meeting the needs of the seniors.
3. The organizational goals of the multipurpose Las Vegas Senior Citizens Center are to be:
 1. A place where Seniors can meet together to receive services and to participate in activities that will enhance their dignity, support their independence and encourage their involvement in and with the Senior Center and the Community.

3. Continued

2. A community focal point on aging, encouraging community involvement and sustaining positive images of both the Senior and the Senior Center.
3. A laboratory where younger persons can learn or practice the skills needed to work with Seniors.

PROBLEM STATEMENT

- A. Some seniors who experience social functioning problems do not qualify for any assistance from the existing agencies delivering services.

OBJECTIVE

The Social Worker will provide service to 55 Seniors each month for the next year.

METHODOLOGY

The Social Worker will be available to clients who either call the Center, walk in, or referred from other agencies.

PROBLEM STATEMENT

- B. Seniors who are experiencing social functioning problems view the Las Vegas Senior Citizens Center as a focal point for problem solving.

OBJECTIVE

The Social Worker will provide information and referral services for the next year to 150 clients per month who call the Senior Center before they investigate the appropriate agencies.

METHODOLOGY

The Social Worker will be available to handle requests for services for at least 60% of his/her workday.

PROBLEM STATEMENT

- C. Some seniors need support services which no other agency is equipped or mandated to provide. These services include, but are not limited to the following:
1. Chore services.
 2. Advocacy services
 3. Diagnostic social work assessments.
 4. Expert testimony in court, fair hearings and reviews.
 5. Services in support of other community programs, such as:
 - a. Assistance with nursing home placements.
 - b. Assistance with discharge planning from institutional settings back into the community.

PROBLEM STATEMENT

The Division of Community Service does not have a formal linkage with the Southern Nevada community.

OBJECTIVE

The Social Worker will be available to consult the Division of Community Services whenever the need arises during the next year. The Social Worker will also be available to administer or assist in the facilitation of programs sponsored by the Division of Community Services in Southern Nevada, as requested during the next year.

METHODOLOGY

The Las Vegas Senior Center Administration will work closely with the sponsoring agency in designing, developing, facilitating and evaluating future programs.

The Social Worker will submit reports to the Division of Community Services, outlining the following:

1. Potential problem areas within the community.
2. Socio-demographic information regarding Southern Nevada's older residents.
3. Any data requested by the Division of Community Services that will assist them in program design.

JOB DESCRIPTIONSOCIAL WORK PRACTITIONER

The Social Work Practitioner at the Las Vegas Senior Citizens Center will provide information and referral, advocacy, counseling and support services as deemed appropriate to eligible participants.

MINIMUM QUALIFICATIONS

The Social Work Practitioner must have a Bachelor's degree in Social Work or related area. He/she must have demonstrated an overall understanding of the dynamics of aging by having worked with older people for at least two years.

RESPONSIBILITIES

The Social Work Practitioner will provide consumers information regarding specific community agencies and refer eligible or potentially eligible clients to these agencies. This can include assisting in referral, either through telephone assistance or direct assistance to those clients that the Social Work Practitioner ascertains are not capable of independently referring themselves. The Social Work Practitioner can transport clients only after all other transportation alternatives have been explored.

The Social Work Practitioner can provide direct services such as advocacy, counseling and chore services to clients who for whatever reasons do not qualify for services through other community agencies, or who, for whatever reason are not capable of petitioning these agencies for services.

The Social Work Practitioner can also provide direct services to clients of other programs when requested to do so by authorized staff from those programs.

The Social Work Practitioner will provide direct supervision to all workstudy students and will provide whatever supervision deemed appropriate.

The Social Work Practitioner will coordinate the Low Income Energy Assistance Program. His/her duties will include working with the Volunteer Coordinator to recruit, train and schedule volunteers to take applications, follow all procedures and guidelines as devised by the Division of Community

Services and compile a listing of all applicants for later use by the Center.

The Social Work Practitioner can also assist the Coordinator of Individual Services in organizing and developing programs that would be beneficial to the community and are not being provided by any other agency.

JOB DESCRIPTION

0116

NAME: Frances Aranbasich

SUPERVISOR'S NAME M. Charles Kalagian

TITLE: Office Assistant

TITLE: Social Services Coordinator

Duties of the Office Assistant

To assist the Social Services Coordinator with operation of Social Services on a five-day week schedule.

Answer telephone inquiries, maintain a "Daily Activity Sheet" with respect to names, addresses, telephone numbers and nature of each call. The Social Services office averages 900 calls per month.

Maintain client in-take, Case Management Reports of individuals who are interviewed in the office concerning their problems; take dictation, file, answer correspondence. Arrange appointments for clients who desire to discuss their problems with the Social Services Coordinator personally, maintain personnel records for the University of Nevada Social Work Student Interns who are assigned to this department temporarily, and to type a final evaluation upon completion of their internship.

Process various forms as follows: LIHEAP applications, Declaration of Homestead applications, Dental applications, Food Stamp applications, Emergency Food Bank applications, City of Las Vegas applications for Refund of Paid Utility Surcharge, Requests for Medicare Payments, and Affidavit-Death of Joint Tenant forms.

Prepare a "Monthly Status Report" of the foregoing services completed by the Social Services Division, for distribution to the following named persons:-

Chris J. Stanfill, Director, Las Vegas Senior Citizens Center

Robert C. Light, Administrator, Las Vegas Senior Citizens Center

Lana Reich, Secretary, Las Vegas Senior Citizens Center

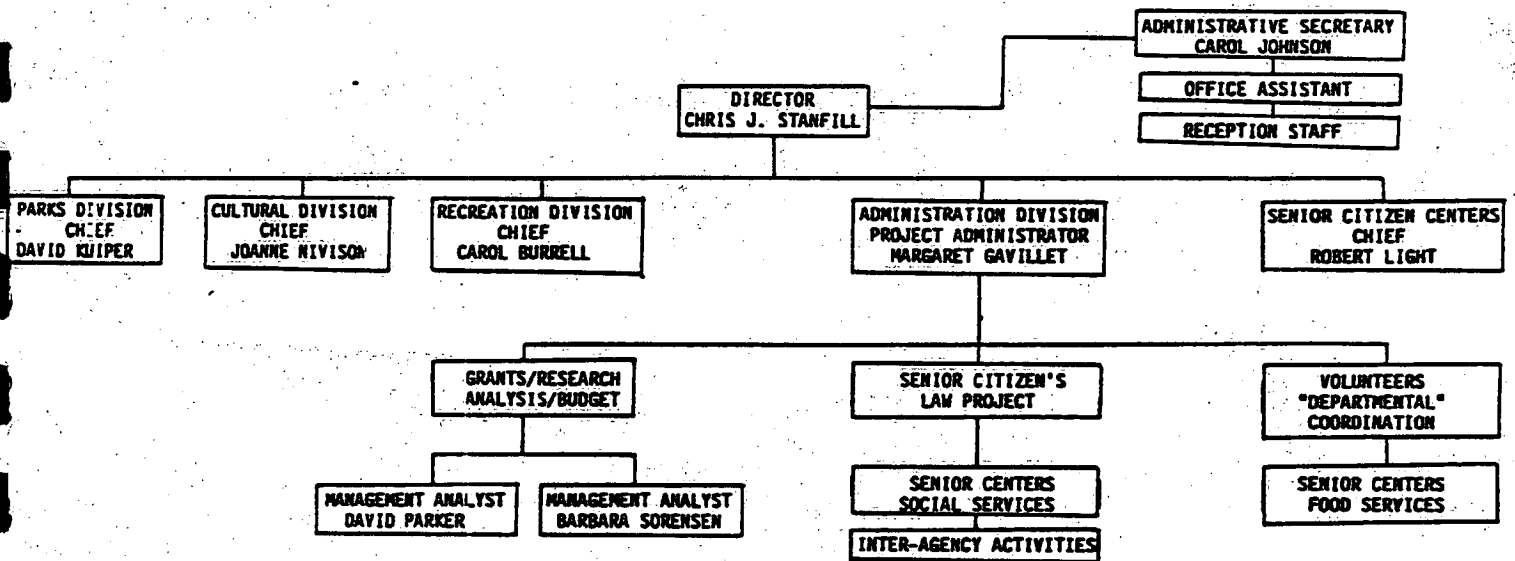
Evelyn Salzberg, Jr. Office Assistant, Las Vegas Senior Citizens Center

DeAnn Parsons, Grants Manager, Office of Community Services,
Carson City, Nevada

M. Charles Kalagian, Social Services Coordinator

Division of Parks, Recreation & Senior Citizen Activities

0117



SENIOR CITIZENS CENTER ADVISORY BOARD

Dr. Alexander Witkow, Chairman	4784 El Tesoro Ave. Las Vegas, NV 89121	451-6910
George Albright, Vice Chairman	200 S. Rancho Las Vegas, NV 89106	878-9755
Jewel McKay, Secretary/Treasurer	3719 Colonial Drive Las Vegas, NV 89121	451-9729
Marilyn Barnhart	6325 Cromwell Las Vegas, NV 89107	878-8608
Commissioner Thalia Dondero	Clark County Commission 225 Bridger - 5th Floor Las Vegas, NV 89155	383-3500
Anna Donnelly	102 Sir George Las Vegas, NV 89110	452-0662
Patti Hoganson	Office of the Lt. Governor 2501 E. Sahara Las Vegas, NV 89104	386-5240
Hazel Lewis	First Federal Savings P.O. Box 15606 Las Vegas, NV 89114	731-0110
Councilman Ron Lurie	City Council, City Hall Las Vegas, NV 89101	386-6405
Jacqueline McKinney	2030 Harvard North Las Vegas, NV 89030	642-7308
Albert O'Neal	Southwest Gas Box 15015 Las Vegas, NV 89114	876-7003
Regina D. Thomas	1612 Cordoba, #A Las Vegas, NV 89108	647-3702
William N. Thompson, Ph.D.	The Center for Business & Economic Research University of Nevada, Las Vegas 4505 Maryland Pkwy. Las Vegas, NV 89154	739-3319

1	Accountant II	37
2	Assistant Treasurer	
3	Heavy Equipment Operator	
4	Senior License Inspector	
5	Senior Treatment Plant Operator	
6	Assistant Right-of-Way Agent	36
7	Community Affairs Equipment Supervisor	
8	Community Center Supervisor	
9	Cultural Center Supervisor	
10	Engineering Designer	
11	Engineering Technician	
12	Lead Animal Control Officer	
13	Leisure Activities Information Supervisor	
14	Motor Sweeper Operator	
15	* Senior Citizens Services Coordinator	
16	Special Projects Supervisor	
17	Traffic Barricade Inspector	
18	Audiovisual Specialist	35
19	Royer	
20	Care Facilities Specialist	
21	Grounds Crew Leader	
22	Legal Assistant	
23	License Inspector	
24	Sprinkler Crew Leader	
25	Street Maintenance Crew Leader	
26	Tree Trimmer	
27	Programmer Trainee	34
28	Animal Control Officer	
29	Adaptive Senior Recreation Leader	33
30	Animal Health Technician	
31	Automotive Parts Clerk	
32	Automotive Mechanic Helper	
33	Court Counselor I	
34	Junior Royer	
35	Legal Secretary	
36	Maintenance Mechanic	
37	Planning Assistant	
38	Senior Recreation Leader	
39	Senior Reprographics Equipment Operator	
40	Street Light Maintenance Worker	
41	Executive Office Assistant	32
42	Judicial Services Officer	
43	Lead Computer Operator	
44	License Inspector Trainee	
45	Light Equipment Operator	
46	Parking Meter Repairer	
47	Process Server	
48	Senior Parking Enforcement Officer	
49	Sprinkler Equipment Repairer	

1	City Hall Switchboard Operator	25
2	Custodian	
3	Kennel Attendant	
4	Mall Room Worker	
5	Office Assistant	
6	Park Security Monitor	
7	Records Clerk Aide	23
8	Park Security Monitor Trainee	21
9	* Junior Office Assistant	19
10	Food Service Worker	17
11	Senior Citizen Assistant I	9
12	Clerk Aide I	6
13	(B) Disputes regarding inclusion or exclusion of a position or classifica-	
14	tion in the bargaining unit shall be resolved as follows:	
15	The Association shall notify the City in writing of any disagreement	
16	regarding a classification the Association believes belongs to the bargaining	
17	unit. The City and the Association shall meet and confer and attempt to	
18	resolve the disagreement. This discussion shall take place prior to the filing	
19	of any complaint with the Local Government Employee-Management Relations Board,	
20	and shall not, in any way, infringe on any right guaranteed to either party in	
21	front of that Board subsequent to such discussion with regard to the filing of	
22	any complaint or request for action, nor shall it be construed to be an	
23	admission of any type by either party for use in front of that body or any other	
24	body.	
25	If disagreement still exists after 30 days, the determination by the	
26	City as to exclusion from the unit, in accordance with MRS 28A.12(1), shall pre-	
27	vail. The Association may then appeal the determination of the City to the	
28	Local Government Employee-Management Relations Board as provided in MRS 28A.12(1).	
29	(C) The City shall, monthly, provide to the Association the name, address,	
30	classification and department of each new hire by the City who would be eligible	

STATISTIC RATIO RE: LIHEA PROGRAM

The Las Vegas Senior Citizens Center has made an evaluation of clients who were assisted with the Low Income Energy Assistance Program as follows:

71 % of the Client Population at the Federal Poverty Level	439
29% of the Client Population at the Federal Poverty Level	<u>180</u>
TOTAL NUMBER OF CLIENTS ASSISTED FOR THE THE FISCAL YEAR 1984/85	619

0121

AGENDA*City of Las Vegas*

JULY 3, 1985

Page 14

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

ITEM

Council Action

Department Action

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

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

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

- 10:44 1. Replacement of Gas Digester Mixers
Department of Public Services

Lurie -
APPROVED Item A-1.
Unanimous

Staff to proceed

***B. REPORTS**

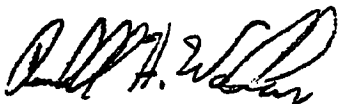
1. Discussion and Possible Action on Telephone
Bid Specifications
Department of General Services

Levy -
APPROVED as recommended by City
Manager and staff.
Unanimous

Staff to proceed

Lurie requests staff to advise when pre-bid conference will be so that he may be in attendance.

APPROVED AGENDA ITEM



City of Las Vegas

CITY COUNCIL MINUTES - JULY 3, 1985

AGENDA DOCUMENTATION

Date: JUNE 21, 1985 **0122**

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 3, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	PURCHASE OF GAS DIGESTERS	<u>BID NUMBER:</u>	85.7254.7
<u>ITEM:</u>	CAPITAL EQUIPMENT	<u>ESTIMATE:</u>	\$120,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	6
<u>FUNDING:</u>	SANITATION	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONTINUE THE ONGOING MAINTENANCE PROGRAM FOR THE TREATMENT OF WASTE WATER.

BID ABSTRACT SUMMARY

PHILADELPHIA GEAR CORP.	KING OF PRUSSIA	PA	\$119,800.00
MIXING EQUIPMENT CO.	ROCHESTER	NY	\$136,000.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

PHILADELPHIA GEAR CORP.	KING OF PRUSSIA	PA	\$119,800.00
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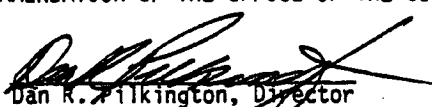
FISCAL IMPACT

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

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (f)

City of Las Vegas

CITY COUNCIL MINUTES - JULY 3, 1985

AGENDA DOCUMENTATION

Date: JUNE 26, 1985

0123

TO: The City Council

FROM: RANDALL H. WALKER
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 3, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. REPORT

1. DISCUSSION AND POSSIBLE ACTION ON TELEPHONE BID SPECIFICATIONS

At the June 5, 1985 City Council meeting, staff was directed to review and modify the Invitation to Bid for the City's telecommunications system.

The Invitation to Bid represents a method of requesting bids based on cost as the primary consideration. Specific minimums have been written into the specifications of the Invitation which should adequately protect the City's interests.

FISCAL IMPACT

NO FISCAL IMPACT AT THIS TIME. THE FISCAL IMPACT WILL APPEAR ON THE ITEM WHEN A RECOMMENDATION FOR AWARD IS BROUGHT BEFORE THE CITY COUNCIL.

RECOMMENDATIONS

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THE SPECIFICATIONS OF THE INVITATION TO BID BE APPROVED FOR COMPETITIVE BIDDING.


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION 8 PAGE 1
IV (f)

DRAFT

DRAFT 0124

INVITATION FOR BIDS

Sealed bids for Bid No. REVISED 85.1224.2, for furnishing:
TELECOMMUNICATIONS SYSTEM FOR CITY HALL COMPLEX AND OFFSITE PREMISES, will be
received by the City of Las Vegas until 3:00 P.M., Las Vegas time _____.

ALL BIDS MUST BE FILED AT THE OFFICE OF THE CITY CLERK,
10TH FLOOR, CITY HALL COMPLEX, PRIOR TO 3:00 P.M., ON
THE DATE ESTABLISHED ABOVE.

All documents pertinent to this advertisement may be examined and obtained at:

Office of the Purchasing and Contracts Division

Bids will be publicly opened and read aloud, immediately after the established
closing time and date, in the Office of the Purchasing and Contracts Division,
1st Floor, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada.

Prospective bidders are requested to direct any questions concerning this bid
to: J. E. Park, Chief, Purchasing and Contracts Division, at 386-6231, between
the hours of 9:00 A.M., and 3:30 P.M., Monday through Friday.

The Owner reserves the right to waive any informalities or to reject any or all
bids. Each bidder must deposit with his bid, security IF REQUIRED BY THE
SUPPLEMENTAL CONDITIONS in the amount, form, and subject to the conditions
stipulated by the Invitation to Bid.

No bidder may withdraw his bid for a period of sixty (60) calendar days after
the actual date of the bid opening.

A MANDATORY PRE-BID CONFERENCE CONCERNING THIS PROJECT WILL BE HELD ON _____
AT _____ IN THE OFFICE OF THE PURCHASING AND CONTRACTS DIVISION
CONFERENCE ROOM, 1ST FLOOR, CITY HALL. FAILURE TO ATTEND THIS PRE-BID
CONFERENCE SHALL AUTOMATICALLY PROHIBIT THE ABSENT BIDDER FROM SUBMITTING A
SEALED BID.

The purpose of this conference is to discuss the project in detail and to
consider prospective bidders' concerns.

Dated _____

J. E. Park, CPPD
Chief, Purchasing and Contracts Division

Dan R. Pilkington, Director
Department of General Services

A. CONDITION TO BID SECTION1. EXAMINATION OF PLANS, CONDITIONS, AND SPECIFICATIONS

It shall be the prospective bidder's responsibility to examine carefully the Bid Specifications, Drawings, and Conditions before submitting his bid form.

2. BID PREPARATION AND SUBMISSION

A. Prospective bidders have been furnished two (2) separate sets of bid documents.

1. One (1) set titled "BID DOCUMENTS"
2. One (1) set titled "BID"

Item 1, "BID DOCUMENTS", contains necessary information and sample forms relevant to the subject bid. The disposition of this set is left to the discretion of the prospective bidder. (It is recommended that they be held as a work sheet copy of his bid.)

Item 2, "BID", as noted above, shall be the required forms on which the prospective bidder shall submit his bid to the City.

B. Bids are to be submitted on the "BID" forms provided or copies thereof, and manually signed by pen by an officer of the principal submitting the bid. Written delegation of signature authority to an agent acting in behalf of the principal must accompany the sealed bid and cannot contain any language which states the principal retains final approval of acceptance of any of the terms, conditions, specifications, and/or finalized contract. If erasure or changes appear on the forms, each such correction must be initialed by the person signing the bid.

C. Each bid must be submitted in a sealed envelope prominently marked on the lower left side as follows:

SEALED BID

BID INVITATION NO. REVISED 85.1224.2

OPENING TIME AND DATE)

COMPANY NAME

Failure to do so may result in a premature opening of, post-opening of, or failure to open, that bid.

All bids must be filed with the City Clerk prior to the time specified for opening. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified. Mailed bids must be received by the City Clerk prior to the closing time for receipt of bids to receive consideration.

3. TELEGRAPHIC MODIFICATION

Any prospective bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the prospective bidder was mailed prior to the closing time. The telegraphic communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two (2) days from closing time, no consideration will be given to the telegraphic modification.

4. REQUEST FOR WITHDRAWAL OF POSTED, SEALED BID PRIOR TO BID OPENING

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the City Clerk's Office in writing, or presents themselves in person with proper identification to the City Clerk and verbally requests the bid be withdrawn.

5. PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective bidders, their authorized agents and other interested parties are invited to be present. No responsibility will attach to the City or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

6. PREQUALIFICATION OF BIDDERS

Prospective bidders MAY be required to file with the Chief, Purchasing and Contracts Division, prior to, or at the time of bid opening, an experience questionnaire and verified confidential financial statement (which must be a complete report of the financial resources and liabilities) plant and equipment, past record, personnel of organization and experience. The forms necessary for prequalification are available at the Purchasing and Contracts Division Office. Information required by this paragraph may be provided by reference to any other prequalification information submitted to the City within one (1) year provided such information is still accurate.

7. CONFLICTING CONDITIONS

Any provisions in any of the other Bid Documents which may be in conflict or inconsistent with any of the paragraphs in these Conditions shall be void to the extent of such conflict or inconsistency.

8. LICENSING

Prospective bidders shall be duly licensed in accordance with all applicable statutes of the State of Nevada at the time of bid opening. A City Business License shall be required of the bidder so awarded by the City of Las Vegas. The award shall be conditional on the bidder being properly licensed with the City of Las Vegas within ten (10) days from the date of award. Should the bidder intend to sublet portions of the work, it shall be the responsibility of the bidder that all sub-bidders be licensed in accordance with the aforesaid state laws and city code. Information concerning city license requirements and fees may be obtained from the City of Las Vegas, Department of Business Activity, (702) 386-6281.

9. STATE STATUTES

Prospective bidders are advised they must observe all state statutes regarding minimum wage rates, N.R.S. 338, equal employment opportunity, Copeland Anti-Kickback Act, etc. Each and every provision of Chapter 332 of N.R.S. and other laws required to be inserted in this bid invitation shall be deemed to be inserted herein and the finalized contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction.

10. ARBITRATION

Any controversy or claim arising out of or relating to this finalized contract, which cannot be resolved by mutual agreements shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association at Las Vegas, Nevada, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the City of Las Vegas in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Advertisement for Bid.

B. BID EVALUATION SECTION**0128****1. MISTAKE IN BID**

A request for withdrawal of a bid due to a purported error shall not be considered unless the same is filed in writing by the bidder within forty-eight (48) hours after opening thereof. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such compensation is the original and prepared by the bidder or his agent. The foregoing shall not be construed that such withdrawal will be permitted and the City retains the right to reject any proposed withdrawal for a mistake.

2. IRREGULAR BID

A bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

- (a) If the bid form furnished by the City is not used or is altered.
- (b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning, or give the bidder submitting the same a competitive advantage over other bidders.
- (c) If the bidder adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
- (d) If the individual bid items of a prospective bidder's bid are unbalanced in the sense that the listed price of any bid item departs by more than twenty percent (20%) from the City's cost estimate for that item.

4. DISQUALIFICATION OF BIDDERS

Any one or more of the following shall be considered as sufficient for the disqualification of a prospective bidder and the rejection of his bid or bids.

- (a) Evidence of collusion among prospective bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.

- (b) More than one bid for the same work from an individual, firm, or corporation under the same or different name.
- (c) Lack of competency and adequate machinery, plant and other equipment as revealed by the financial statement and experience.
- (d) Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship and progress.
- (e) Incompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
- (f) Failure to pay or satisfactorily settle all bills due for labor and material on former contracts still outstanding at the time of letting.
- (g) Failure to comply with any qualification requirement of the City.
- (h) Failure to list, if required, all subcontractors who will be employed by the bidder.
- (i) Failure of the prospective bidder to be properly licensed.
- (j) Any other reason to be determined in good faith to be in the best interests of the City.

5. 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 acknowledge 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 judgment of the City Council, the best interest of the City will be promoted thereby.

6. LUMP SUM BID BREAKDOWN

Any or all of the prospective bidders may be required to prepare an itemized bid breakdown and it shall be the bidder's responsibility to verify the quantities as shown on the bid form before preparing his bid. The schedule as shown does not constitute a complete outline of the work to be performed by the bidder in accordance with the Bid specifications in their present form. This list is intended to include all major items, and the lump sum bid computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the Bid specifications in their present forms, whether or not indicated in the approximate quantities or pertaining to the items of work listed therein.

The purpose of the lump sum bid breakdown will serve the City of Las Vegas in two (2) distinct areas:

1. Prior to Award of Bids:

The City of Las Vegas MAY request a lump sum bid breakdown for any or all item(s) reflected on the bid schedule as "LUMP SUM" for the purpose of determining an unbalanced bid. The analysis shall be conducted by the City of Las Vegas, Chief, Purchasing and Contracts Division, using acceptable methods dictated by the industry.

2. After Award of Bids:

The City of Las Vegas MAY request a lump sum bid breakdown for any or all item(s) reflected on the bid schedule as "LUMP SUM" for the purpose of making partial payments to the Contractor.

Under no circumstances may any bid item reflected as "LUMP SUM" or otherwise be increased or decreased as a result of the lump sum bid breakdown analysis.

7. METHOD OF AWARD

The Bid with the lowest monetary total for BID SCHEDULE "A" - COST, as verified by the City of Las Vegas shall be the apparent acceptable and most responsive and responsible bidder.

8. TIME OF AWARD

The award, if made, will be within sixty (60) calendar days after the date of opening of bids.

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9. CANCELLATION OF AWARD

The City reserves the right, without any liability, to cancel the award of any bids at any time before the execution of the contract documents by all parties.

10. ALL BID SCHEDULES

To be eligible all personnel, facilities, and equipment must be actively engaged in doing business within Clark County at the time of the date of Advertisement for Bids. In addition ALL items declared are to be based SOLELY on business conducted within Clark County.

11. RIGHT TO PROTEST

Any prospective or actual bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract shall have the right to protest.

12. CLASSIFICATION OF PROTESTANTS

A protestant, who, is allegedly aggrieved is categorized in two (2) distinct classifications:

- (1) A bid that has been rejected without consideration.
- (2) A bid that has been considered and then rejected.

13. PROCEDURE TO PROTEST

A protestant claiming the right to protest under Paragraph "CLASSIFICATION OF PROTESTANTS" - subparagraph (1) shall comply with the following procedure. Failure to comply in the manner prescribed shall automatically relieve the City of Las Vegas from accepting that protest.

- (1) The alleged aggrieved protestant must file in writing to the Chief, Purchasing and Contracts Division, the exact reason for the protest.
- (2) The written instrument containing the reasons for protest must be received by the Chief, Purchasing and Contracts Division, within five (5) calendar days after the alleged aggrieved protestant knows or should have known the facts. In addition, the protest shall not be considered unless received within two (2) calendar days from the scheduled date of consideration of public award.

- (3) The Chief, Purchasing and Contracts Division, shall review the written protest. He shall within five (5) calendar days after receipt of the written protest issue a decision in writing. The decision shall state the reasons for the action taken as well as informing the protestant the right of administrative review. A copy of this decision shall be forwarded to the Director of the Department of General Services.

A decision rendered by the Chief, Purchasing and Contracts Division, under Paragraph "PROCEDURE TO PROTEST" (3) shall be final and conclusive unless fraudulent, arbitrary, in bad faith or the alleged aggrieved protestant has complied with Paragraph "PROCEDURE TO PROTEST" (1) and (2), and desires to commence administrative appeal.

14. CLAIMING THE RIGHT TO PROTEST

A protestant claiming the right to protest under paragraphs "CLASSIFICATION OF PROTESTANTS," subparagraph (2) is hereby informed that these conditions do not provide for administrative appeal of a matter of RIGHT for that protestant.

It is totally within the administrative powers of the Director of the Department of General Services to grant or deny any request for administrative appeal under paragraph "CLASSIFICATION OF PROTESTANTS," subparagraph (2).

If in the opinion of the Director of the Department of General Services, the alleged aggrieved protestant merits an administrative hearing he shall direct that protestant to submit data in accordance with paragraph "PROCEDURE TO PROTEST", subparagraph (2).

15. ADMINISTRATIVE APPEAL

The alleged aggrieved protestant under Paragraph "CLASSIFICATION OF PROTESTANTS", subparagraph (2), may, after receipt of the written decision by the Chief, Purchasing and Contracts Division, request an administrative appeal hearing be granted. The following procedure must be complied with in the manner prescribed. Failure to comply shall automatically relieve the City of Las Vegas from accepting that request for administrative hearing.

- (1) The alleged aggrieved protestant must file in writing his request for an administrative hearing to the Director of General Services. This request must be filed with the Director of the Department of General Services within five (5) calendar days after receipt of the Chief's Purchasing and Contracts Division, written decision.
- (2) The request for an administrative hearing must contain the reasons for the appeal and all supporting data for those reasons.

It is within the administrative powers of the Director of the Department of General Services to grant or deny any request for administrative appeal.

- (a) If the Director of the Department of General Services, after the review of the protestant's written request, decides that the request does not merit further consideration, he shall render his decision in writing to the protestant. A decision rendered under this paragraph shall be made within two (2) calendar days after the receipt of the alleged aggrieved protestant's request for administrative hearing. This decision shall be final without further administrative recourse.
- (b) If the Director of the Department of General Services, after review of the protestant's written request, decides that the request merits further consideration, he shall appoint a review committee.
- (c) The review committee shall be given all the data furnished by the protestant under paragraph "PROCEDURE TO PROTEST" (1) and "RIGHT TO PROTEST" (2), and the written decision by the Chief, Purchasing and Contracts Division, under paragraph "PROCEDURE TO PROTEST" (3). The committee shall have the right to interview all parties in connection with the protest.
- (d) The review committee shall render a written recommendation to the Director of the Department of General Services within five (5) calendar days after being commissioned as a committee.
- (e) The Director of the Department of General Services shall notify the alleged aggrieved protestant in writing of the review committee's recommendation within two (2) working days. The decision of the Director of General Services shall also be included in this notification and his decision shall be final without recourse.

C. CLAUSES SECTION1. BID GUARANTEE

Each bid must be accompanied by cashier's check, or bid bond only of the bidder, in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all except the three most acceptable bidders within a reasonable time after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the City and the accepted bidder have executed the contract.

2. CITY LICENSE

The requirement of a City of Las Vegas license is applicable to this Invitation to Bid. See Page 3, paragraph B - LICENSING of the Conditions to Bid Section for specifics. If required to make application for a City Business License, please reference this Bid Number and Title.

3. F. O. B. POINT

The f. o. b. point shall be the City of Las Vegas City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada; and other points named in the TECHNICAL SPECIFICATIONS.

4. CONTRACT COMPLETION

Time is of the essence for this contract due to the unreliability of the existing systems. The successful bidder guarantees all systems excluding the City Hall Complex to be completely installed and totally operational on or before November 30, 1985. The City Hall Complex installation including the switchboard shall be completely installed and operational on or before October 15, 1985. Failure of the successful bidder to comply with this requirement shall cause the contract to be defaulted and the City shall pursue the completion of the contract by enforcing the Performance Bond.

5. INSTALLATION COST

The City of Las Vegas will make the following incremental payments to the successful Bidder for installation costs:

- *a. Twenty-five percent (25%) of the installation costs upon proof of delivery to the agreed materials storage site, as required by PROGRESS PAYMENTS - paragraph 6 1(b).
 - *b. Fifty percent (50%) of the installation costs upon the successful cutover of the system.
 - c. The remaining twenty-five percent (25%) of the installation costs thirty-five (35) calendar days after completion of all work and acceptance of the system.
- * Payment of these items will be made within thirty (30) calendar days after approval by the City of Las Vegas.

6. PROGRESS PAYMENTS

The City of Las Vegas will make progress payments to the successful bidder on the following basis:

(1) For materials ordered and received at Las Vegas:

- (a) Ninety percent (90%) of the total invoice cost(s) as verified by a physical inventory conducted by the City of Las Vegas.
- (b) Items in this category MUST be placed in a separate fenced storage area with no other materials and/or equipment for other projects co-mingled. The City of Las Vegas will provide a lock to secure the accepted materials and retain sole possession of the key. The successful bidder will be required to coordinate their installation needs with the City for scheduled release of the secured equipment.
- (c) Payment of the ninety percent (90%) invoice cost will be made to the successful bidder within thirty (30) calendar days after the physical inventory is conducted and approved by the City.
- (d) The remaining ten percent (10%) of the invoice cost will be made within thirty-five (35) calendar days after the acceptance of the entire system by the City.

7. TAXES

All persons doing business with the City of Las Vegas, Nevada, should be aware that the City of Las Vegas, Nevada, is exempt from paying Nevada Sales and Use Taxes under the provision of N.R.S. 372.325(4).

No bill should be presented for payment to the City of Las Vegas which itemizes Nevada Sales or Use Tax as an item for payment. If any bill is presented to the City of Las Vegas which itemizes a Nevada Sales or Use Tax as an item for payment, the amount itemized for Sales or Use Tax will not be included in the payment by the City of Las Vegas.

8. INDEMNITY

The successful bidder shall protect, indemnify and hold the City of Las Vegas, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the City of Las Vegas, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the City of Las Vegas, its officers, employees, agents, consulting engineers or other retained consultants (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of the contract, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the party indemnified hereunder; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials; or (iv) because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, order or decree. Any money due the successful bidder under and by virtue of the contract which is considered necessary by the City of Las Vegas for such purpose, may be retained by the City of Las Vegas for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the City of Las Vegas; provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance if required.

In this connection, it is expressly agreed that the successful bidder, shall at its own expense, defend the City of Las Vegas, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which the successful bidder shall fail to do so, the City of Las Vegas shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs.

The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

9. TERMINATION

The City of Las Vegas, Division of Purchasing and Contracts, may terminate the finalized contract by written notice to the successful bidder for non-compliance with specifications, conditions, service, performance, or supplies, within thirty (30) calendar days after discovery of the non-compliance incident.

10. PAYMENT/PERFORMANCE BOND

The successful Bidder shall be required to post with the City of Las Vegas a 100% Payment/Performance Bond in favor of the City.

THE CITY OF LAS VEGAS SHALL PROVIDE TO THE SUCCESSFUL BIDDER APPROVED PAYMENT/PERFORMANCE BONDS FOR EXECUTION. NO OTHER BOND FORMS ARE ACCEPTABLE TO THE CITY OF LAS VEGAS.

11. SERVICES MATERIAL CONTRACT FORM

THE CITY OF LAS VEGAS SHALL PROVIDE TO THE SUCCESSFUL BIDDER AN APPROVED CITY OF LAS VEGAS CONTRACT FORM. NO OTHER CONTRACT FORM IS ACCEPTABLE TO THE CITY OF LAS VEGAS.

12. LIQUIDATED DAMAGES CLAUSE

The timely installation and successful completion of the entire telecommunications systems is of the essence and of vital concern to the City of Las Vegas. Any delay in meeting the completion schedules as reflected in the Invitation to Bid will impose extremely critical operational constraints on the daily business conducted by the City of Las Vegas.

It is impossible for the City of Las Vegas to assess the actual damages it will incur for the successful bidder's failure to complete on time. The City MUST however, be given a method by which to recoup some of the costs for late completion.

To provide for the possibility of late completion, the City will assess the successful bidder the following liquidated damages:

a. CITY HALL TOWER COMPLEX - 400 EAST STEWART AVENUE

1. One Thousand Dollars (\$1,000.00) a day for each day past October 15, 1985 that the system remains incomplete/inoperative.

b. ALL OTHER INSTALLATIONS

1. Five Hundred Dollars (\$500.00) a day for each day past November 30, 1985 that the system(s) remain incomplete/inoperative.

13. CONTRACTOR'S LIABILITY INSURANCE

- A. Employer's liability and comprehensive general liability insurance shall include "all states" endorsements.
- B. The limits of liability for Contractor's liability insurance shall not be less than:

<u>GENERAL LIABILITY</u>	<u>TYPE GENERAL LIABILITY</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
X COMPREHENSIVE FORM	BODILY INJURY AND		
X PREMISES-OPERATIONS	PROPERTY DAMAGE		
EXPLOSION AND COLLAPSE	COMBINED	1,000,000	1,000,000
HAZARD			
UNDERGROUND HAZARD			
X PRODUCTS COMPLETED			
OPERATIONS HAZARD			
X CONTRACTUAL INSURANCE			
X BROAD FORM PROPERTY DAMAGE			
X INDEPENDENT CONTRACTORS	<u>PERSONAL INJURY</u>	1,000,000	1,000,000
X PERSONAL INJURY			

AUTOMOBILE LIABILITY

X COMPREHENSIVE FORM	BODILY INJURY AND		
X OWNED	PROPERTY DAMAGE		
	COMBINED	1,000,000	1,000,000

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14. FIRST YEAR MAINTENANCE COSTS - BOND

The cost for the first year's maintenance shall be included with the cost reflected on the Bid Schedule titled, "COSTS - BID ITEM NO. 1"

The acceptable bidder shall post with the City at the time the Contract Documents are returned to the City for execution, a cash bond in the amount of \$10,000.00. This Cash Bond will be placed in an interest bearing trust account which will require the signature of the acceptable Bidder and the City for release at the end of the twelfth (12th) month after the installation is accepted by the City.

In the event the acceptable Bidder fails to respond to any call for service within one (1) hour after receipt of the call, a cost of \$200.00 for each failure to respond shall be assessed against the \$10,000.00 cash bond.

At a reasonable time after the last day of the twelfth (12th) month the acceptable bidder will have the trust fund returned to them with interest, less any deduction(s) for failure(s) to respond.

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15. SERVICE REPRESENTATIVE SUPPORT

The acceptable bidder shall guarantee to the City that for the first twelve (12) months after installation, a service representative shall report to the 1st floor of City Hall, PBX Station, 400 East Stewart Avenue, Las Vegas, NV, promptly at 9:00 A.M., Monday through Friday, for the purpose of discussing the past twenty-four (24) hours of the system's operation and/or correction of problems that occurred after 5:00 P.M. of the previous day, or before 8:00 A.M. of the current day.

Failure to have this representative report as described above, shall be grounds for breach of contract and shall allow the City the right to pursue the breach in a court having jurisdiction for recovery of the breach.

16. WARRANTY

The successful bidder shall conform to the Technical Specifications and the published specifications, whichever is more stringent, and be free from defects in materials, workmanship and title. All materials and workmanship, except lamps and fuses, shall be guaranteed for a period of one (1) year from the date of acceptance of the goods. Pilot lamps and fuses are to be warranted to be operable upon arrival only. Plating to be warranted for the life of the goods. If during the warranty period any part of the goods fails to operate or perform as outlined in the Specifications, the City of Las Vegas shall notify the successful bidder during normal working hours in the most expedient manner available. Minor adjustments or repairs as defined in the sample maintenance agreement that can be performed locally must be completed within four (4) hours after receipt of notification. Emergency repairs as defined in the sample maintenance agreement, must be completed within eight (8) hours after receipt of notification. Freight costs for factory repair to be borne by the successful bidder. The forwarding and returning freight receipt shall be furnished to the City of Las Vegas. Failure to comply with these requirements may be cause for breach of contract by the successful bidder and the City may seek whatever remedy is available at law. The liability of the successful bidder to the City of Las Vegas (except as to title), arising out of the supplying of the equipment or its use, whether under the contract or the warranty, shall not exceed the cost of correcting the defects in the equipment as provided and upon expiration of the warranty period, all such liability shall terminate EXCEPT UNDER THE WARRANTY FOR MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

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17. WARRANTY EXCLUSIONS PROHIBITED

The City of Las Vegas will NOT accept any warranty clause from a manufacturer and/or seller which states:

- (a) That the warranty of merchantability and/or the warranty of fitness for a particular purpose is excluded from the offer to the City.
- (b) That the manufacturer's and/or seller's warranty is in lieu of all other warranties that are either expressed or implied.

In the addition to the above restrictions, the warranty requirements of the Invitation to Bid shall run from the manufacturer to the City of Las Vegas as well as from the seller to the City if the merchandise is sold by a distributor or agent.

D. TECHNICAL SPECIFICATION SECTION1. INTENT OF SPECIFICATIONS

The intent of the specifications is to prescribe minimum acceptable requirements and to take advantage of the latest advancement in the field. Proposed equipment and/or services must be of the latest design, production, and advanced state of the art to those specified in the Technical Specifications. The absence of detailed specifications implies that the best general production practice will prevail and that first quality material and workmanship are to be used. Reference to any manufacturer's equipment by name or model is meant to be descriptive as to level of quality and type of equipment, but not restrictive as to manufacturer.

2. EXCEPTIONS TO SPECIFICATIONS

Prospective bidders must propose equipment and/or services that meets the requirements of the Technical Specifications. Exceptions to the specifications and/or APPROVED EQUAL requests shall be discussed at the scheduled pre-bid conference if scheduled, and either approved or disapproved at that time. If a pre-bid conference is not scheduled, the specifications shall stand as written.

3. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other Bid Documents will be made to any prospective bidder orally. Every request for interpretation should be in writing addressed to the Chief, Purchasing and Contracts Division, at City Hall, Las Vegas, Nevada, and to be given consideration must be received at least five (5) calendar days prior to the date fixed for the opening of bids.

4. CONFORMING GOODS AND/OR SERVICES

The goods and/or services shall minimally conform in all respects with the specifications required as indicated herein. In the event of nonconformity, and without limitation upon any other remedy, the City shall have no financial obligation in regard to the nonconformance.

5. BURDEN OF PROOF

It shall be the responsibility of the prospective bidder to furnish the City with sufficient data to determine if the goods or services offered conform to the bid specifications.

6. EVALUATION OF GOODS

Evaluation of any goods bid may be made on the following basis, but not necessarily in the order listed:

- (a) Whether or not it meets specifications.
- (b) Ease of servicing, tuning and adjustment.
- (c) Quality of workmanship and materials.
- (d) Superior design features advantageous to the user.
- (e) Interchangeability.
- (f) Ease of installation and removal.
- (g) Performance and reliability.
- (h) Clarity of instruction material.

7. NEW GOODS

It is understood and agreed that any item offered or shipped shall be new and in first class condition, and that all containers shall be new and suitable for storage or shipment unless otherwise indicated in these documents.

8. CURRENT PRODUCTION

Only new, unused goods in current production by manufacturer with at least five (5) years' experience in this field will be considered. The goods offered shall be of the latest design in current production and as free from obsolescence as possible.

9. SUBSTITUTIONS

No product will be accepted by the City of Las Vegas that differs from the manufacturer and/or brand name that the successful bidder specifies on the bid form unless the City so authorizes such substitution in writing prior to delivery.

Any approved substitution shall be invoiced at the contract price or at a lower price if the successful bidder's substitution is sold at a lower price on like contracts. There will be NO SUBSTITUTIONS allowed on any item that specifically states "NO SUBSTITUTES".

The City of Las Vegas reserves the right to approve or disapprove any proposed substitution.

10. PRODUCT LITERATURE, BROCHURES, ETC.

Prospective bidders shall furnish, as a part of their sealed bid, specification sheets, brochures, product literature, or other material (each submittal to be appropriately marked in accordance with the number system used in the specifications) which contains sufficient data to enable City personnel to properly evaluate all items bid. THIS IS A MATERIAL REQUIREMENT OF THIS BID, AND FAILURE TO ENCLOSE SUCH DATA WITH SEALED BID MAY CAUSE REJECTION OF THAT BID WITHOUT CONSIDERATION.

11. MANUFACTURER AND MODEL

Prospective bidders must, as a material requirement of this bid, list on the space(s) provided on the bid form, the manufacturer and model number of their proposed equipment.

12. SUCCESSFUL BIDDER RESPONSIBILITY - TURNKEY

This entire finalized contract is to be obtained as a "turnkey" operation. It will be the successful bidder's total responsibility to perform each of the following through their own work force or through a qualified licensed subcontractor:

- (a) Obtain all the necessary equipment for the entire system regardless of the source of manufacturer and/or distributor.
- (b) Provide all necessary engineering design, performance criteria and state of the art expertise for system's performance.
- (c) Provide all necessary qualified labor for ordering, verifying and installing the entire system.
- (d) Ensure that the entire system when installed, will perform to the specifications.

The successful bidder SHALL be the SOLE contact point and the SOLE responsible party to whom the City shall hold accountable for the proper functioning of the entire system regardless of the manufacturer, supplier, or third party furnished services, for as long as the City owns the system, regardless of the purported fault.

13. DESCRIPTION AND LOCATION OF WORK

The City of Las Vegas is currently utilizing a CENTEL customer premise CENTREX system to service all City locations. All incoming calls are distributed via direct inward dialing to specific instruments or departments. Instruments are electro-mechanical rotary dial key telephone service.

For purposes of this specification, service to City locations has been categorized into three groups: City Hall Complex, remote locations, and limited service locations.

The City Hall Complex consists of four contiguous buildings: the eleven-story City Hall structure, a single story library building, a single story commission chamber and a three-story plaza structure.

Cable to each of the floors in the eleven-story building is fed through stacked equipment closets. The telephone equipment room is located in the lower level of this building. All buildings are connected to the basement equipment room by customer-owned conduit.

Thirteen (13) City locations have been designated as remote locations. Each of these sites is serviced with multi-line electro-mechanical instruments and off-premise extension lines. (Example: Animal Control)

Finally, scattered throughout the City are twenty-four (24) locations that are using single-line instruments and off-premise extensions or business lines. (Example: Cragin Pool)

City Locations are:

CITY HALL COMPLEX

- A. CITY HALL
400 East Stewart
- B. OLD LIBRARY
400 East Stewart

- C. MUNICIPAL COURT
400 East Stewart
- D. COUNCIL CHAMBER
400 East Stewart

REMOTE LOCATIONS

- | | |
|--|--|
| E. CITY YARD - BLDG. A
3100 East Bonanza | M. CITY YARD - BLDG. B
3100 East Bonanza |
| F. RECREATION
749 Veterans Memorial Dr. | N. ECONOMIC & URBAN DEVELOPMENT
330 West Washington |
| G. ANIMAL CONTROL
700 N. Mojave | O. STEWART-MOJAVE RECREATION CENTER
275 N. Mojave |
| H. SENIOR CITIZEN CENTER
450 East Bonanza | P. TRAFFIC MANAGEMENT CENTER
416 North Eighth St. |
| J. GRAPHIC ARTSSERVICES
300 Las Vegas Blvd. N. | Q. CHARLESTON HEIGHTS LIBRARY
800 Brush |
| K. REED WHIPPLE CENTER & RAINBOW CO.
821 Las Vegas Blvd. N.
AND SPORTS CENTER AT
821-1/2 LAS VEGAS BLVD. N. | R. DOOLITTLE COMMUNITY CENTER & POOL
Lake Mead & J.V.L. |
| L. DERFELT SENIOR CITIZEN CENTER
3333 West Washington | |

LIMITED SERVICE LOCATIONS

- | | |
|--|--|
| 1. WOODLAWN CEMETERY
1500 Las Vegas Blvd. N. | 13. GARSIDE POOL
300 S. Torrey Pines |
| 2. LORENZI ADAPTIVE CENTER
3300 West Washington | 14. CRAGIN POOL
900 Hinson |
| 3. FOUR QUEENS HOTEL
202 Fremont | 15. BAKER POOL
1100 E. St. Louis |
| 4. CITY HALL FIRE STATION
400 East Stewart | 16. HADLAND POOL
2800 Stewart Avenue |
| 5. DULA COMMUNITY CENTER
430 East Bonanza | 17. MIRABELLI COMMUNITY CENTER
6200 Elton |
| 6. PARKING METER REPAIR
222 Carson | 18. CARSON PARKING GARAGE
200 Block Carson |
| 7. SATELLITE GARAGE
4367 Vegas Drive | 19. DEL ROBISON COMMUNITY CENTER
825 Marion Dr. |
| 8. OLD FORT
510 Las Vegas Blvd. N. | 20. KNUDSON COMMUNITY CENTER
2400 Atlantic |

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|---|--|
| 9. UNASSIGNED | 21. HYDE PARK COMMUNITY CENTER
900 Hinson |
| 10. LYONS PARK
1400 Las Vegas Blvd. N. | 22. SANITATION
6061 Vegas Valley Drive |
| 11. LORENZI PARK
Washington & Twin Lakes | 23. UNASSIGNED |
| 12. MUNICIPAL POOL
430 East Bonanza | 24. DETENTION/CORRECTION FACILITY
3100 E. Stewart |

TIE LINE LOCATIONS

- | | |
|-------------------------------------|--|
| 1. METRO POLICE
400 East Stewart | 2. FIRE STATION COMPLEX
320 Casino Center |
|-------------------------------------|--|

14. DESCRIPTION OF APPROACH

The City wants to change out all rented CENTEL telephone equipment to a new City-owned system during 1985. The new expandable electronic digital telephone computer will be housed in the City Hall Tower Complex, and will feature touch dialing, direct inward dialing, least cost routing and station detail recording. Electronic instruments will be utilized in all City Hall buildings. (See Plot Plan Ex. 3.05)

The City will furnish the data base for programming including station assignments, feature assignments, class of service and key system layouts. The proposed in-service date for the installation is given under paragraph number 4 of the CLAUSES SECTION of this Invitation to Bid.

15. GENERAL CONDITIONS

All work shall be done in strict accordance with the specifications, shall comply with all pertinent general public laws of the State of Nevada, the City of Las Vegas, and the County of Clark, in effect at the time of the execution of the contract; shall be of professional quality; in accordance with usual and customary standards in the telecommunication industry; shall be performed by competent workmen; and be subject to inspection and final acceptance by the City.

16. HEARING IMPAIRED STANDARDS

The installed system(s) must meet or exceed all established industry standards for the hearing impaired at the time of Bid Opening.

17. SYSTEM INSTALLATION/CUTOVER PLAN

The successful bidder shall furnish to the City, a detailed written system cutover plan for each installation site. This plan must contain a time schedule for the physical equipment installation and system(s) cutover.

Under NO circumstances may service be interrupted to any part of a system during normal working hours for that particular installation site.

The installation cutover plan must be approved by the City prior to any physical work commencing on any part of the project.

The successful bidder will be required to conduct a weekly progress meeting with City representatives at City Hall to inform the City of the entire project's status. The exact day and time will be decided at the Notice to Proceed meeting.

18. HYBRID SYSTEM(S) UNIFORMITY

All hybrid systems shall be uniform as to product and station equipment throughout the entire system.

19. CABLING FOR ENTIRE SYSTEMS

The successful bidder shall be responsible for furnishing and installing riser cabling and all station cabling within existing conduit regardless of the site location.

Cabling shall meet all necessary Building Code Standards and EIA Standards. It shall be new and unused, 3 pair, 24 gauge.

20. VOLTAGE FLUCTUATION PROTECTION

The successful bidder shall be responsible for furnishing and installing the necessary equipment that will protect the installed switching system at the City Hall Complex from under voltage and/or over voltage surges.

The cost for this protection shall be included with BID SCHEDULE "A" - COST.

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REQUIRED SYSTEM SOFTWARE PABXOPERATOR CONSOLE

An alphanumeric character LCD display informs the attendant of call processing and system status information, including the source of a call and an indication of calls waiting to be processed.

DIRECT OUTWARD DIALING (DOD)

Outgoing calls can be completed by the station user by dialing "9" plus the desired telephone number.

STATION HUNTING

Station users can reach other stations of the same system by dialing three or four digits.

LEAST COST ROUTING

System is programmed to identify a local call and route it on a local trunk or identify a long distance call and automatically dial up the common carrier (OCC) network, then tone out the entire number.

CALL DETAIL RECORDING

System must provide all necessary software, memory and direct access port for connection to station detail recorder.

ABBREVIATED DIALING (100 NUMBERS)

System will automatically tone out a programmed telephone number when speed code is dialed.

CLASS OF SERVICE

The system software must allow for a minimum of eight classes of service. Each class of service will identify a geographical area that may be assigned to any station line in the system. (EXAMPLE: local prefixes ONLY, Area Code 702 ONLY)

PAGING SYSTEM ACCESS

Stations may access the paging system by dialing a code for two zones and all call.

REQUIRED SYSTEM SOFTWARE, CONTINUED (PABX)

UNIVERSAL CALLING

Three pair cable is the minimum requirement from the backboard to each instrument.

BATTERY BACK UP

In the event of a power failure, GEL CEL batteries will power the system for two hours at maximum current drain per manufacturer's specifications. During normal operations, system is DC powered from GEL CEL batteries which are being continuously recharged by a rectifier.

DUAL CENTRAL CONTROL

System operation is maximized and downtime is minimized by dual Central Processing Units (CPU).

TONE DIALING

System and all instruments shall feature tone dialing.

ATTENDANT CONFERENCE

Allows console attendant to connect up to eight stations and/or trunks to create a conference call.

TRUNK QUEUING

System will call the station user back when his trunk is available after announcing a trunk group busy conditions.

STATION QUEUING

System will call the station user back when the busy station becomes available.

POWER FAILURE TRANSFER

In the event of a power fault, sixteen (16) trunks are automatically connected to preselected stations for incoming and outgoing calls.

AUTOMATIC PROGRAM RELOAD

System will automatically reprogram itself internally in the event of a program loss.

REMOTE DIAGNOSTIC MAINTENANCE

Permits remote performance of many maintenance and program functions from vendor's premise.

SOFTWARE PACKAGE

All system features listed are presently included in the software package and have been field tested for at least twelve (12) months prior to the date of Advertisement for Bids. The software package shall incorporate the necessary feature of equal access interface.

MEMORY PACKAGE

All system features listed above can be programmed in the computer memory and memory includes 20% expansion capability.

DATA SECURITY

Prevents system call processing warning tones and other system features from interfering with transmission of data.

DIRECT INWARD DIALING (DID)

System allows an incoming call from the public telephone network to reach a station line without operator assistance. These lines have full capability of being transferred or forwarded to other stations within the system.

DICTION ACCESS

Permits station user to dial access a customer-furnished dictation machine.

BEEPER ACCESS

Permits station user to dial access a customer-owned Modem 500.
p

REQUIRED STATION SOFTWARE PABX

CALL TRANSFER - INDIVIDUAL

Station may transfer an incoming or outgoing call without attendant assistance.

CONSULTATION

Stations may place an incoming or outgoing call on electronic hold and privately consult with another station on the same line.

ADD-ON CONFERENCE

Stations may place an incoming or outgoing call on hold and invite another station to join in a three-way conference.

CALL FORWARDING - ALL CALLS

Stations may program or cancel the routing of all their calls to another station.

CALL FORWARDING - IF BUSY OR UNANSWERED

Calls directed to a station will be routed to another station by program whenever the called station is either busy or does not answer within a prescribed period of time.

CALL HOLD

Allows a single line instrument user to place any call on hold via the feature button, thus freeing the same line for the purpose of originating or accepting another network call.

CALL PICKUP

Stations may answer any call directed to another station line within its preset pickup group by dialing a special code.

ATTENDANT CAMP-ON

The operator may hold a waiting call on a busy station. That call will automatically be connected when the called station becomes idle.

INDICATION OF CAMP-ON

The station user hears an audible signal which indicates that incoming call is camped on.

RECALL OF CAMP-ON

The camped-on call will automatically recall to the operator if not answered in thirty seconds.

RECALL OF UNANSWERED CALLS

Unanswered calls will return to the operator if not answered within a prescribed period of time.

REQUIRED SYSTEM SOFTWARE - HYBRID SYSTEMS

OPERATOR CONSOLE

An alphanumeric character LCD display informs the attendant of source of a call and an indication of calls waiting to be processed.

DIRECT OUTWARD DIALING (DOD)

Outgoing calls can be completed by the station user by dialing "9" plus the desired telephone number.

STATION HUNTING

Station calls are routed to the next station in rotary when the dialed number is busy.

STATION TO STATION DIALING

Station users can reach other stations of the same system by dialing three or four digits.

LEAST COST ROUTING

System is programmed to identify a local call and route it on a local trunk or identify a long distance call and automatically dial up the common carrier (OCC) network, then tone out the entire number.

ABBREVIATED DIALING (50 Numbers)

System will automatically tone out a programmed telephone number when speed code is dialed.

CLASS OF SERVICE

The system software must allow for a minimum of eight classes of good service. Each class of service will identify a geographical area that may be assigned to any station line in the system. (EXAMPLE; 702 area code ONLY, Local prefixes ONLY)

UNIVERSAL CABLING

Three pair cable is the minimum requirement from the backboard to each instrument.

0155

TONE DIALING

System and instruments shall feature tone dialing.

TRUNK QUEUING

System will call the station user back when the busy trunk becomes available.

STATION QUEUING

System will call the station user back when the busy station becomes available.

POWER FAILURE TRANSFER

In the event of a power fault, four (4) trunks are automatically connected to preselected stations for incoming and outgoing calls.

AUTOMATIC PROGRAM RELOAD

System will automatically reprogram itself internally in the event of a program loss.

SOFTWARE PACKAGE

All system features listed above are presently included in the software package and have been field tested for at least twelve (12) months prior to the date of Advertisement for Bids.

MEMORY PACKAGE

All system features listed above can be programmed in the computer memory and memory includes 20% expansion capability.

DATA SECURITY

Prevents system call processing warning tones and other system features from interfering with transmission of data.

PAGING ACCESS

Stations may access the paging system by dialing a code for two zones and all call.

REQUIRED STATION SOFTWARE - HYBRID SYSTEMS

CALL TRANSFER - INDIVIDUAL

Station may transfer an incoming or outgoing call without attendant assistance.

CONSULTATION

Stations may place an incoming or outgoing call on electronic hold and privately consult with another station on the same line.

ADD-ON CONFERENCE

Stations may place an incoming or outgoing call on hold and invite another station to join in a three-way conference.

CALL FORWARDING - ANY CALL

Stations may program or cancel the routing of all their calls to another station.

CALL FORWARDING - IF BUSY OR UNANSWERED

Calls directed to a station will be routed to another station by program whenever the called station is either busy or does not answer within a prescribed period of time.

CALL HOLD

Allows a single line instrument user to place any call on hold via the feature button, thus freeing the same line for the purpose of originating or accepting another network call.

CALL PICKUP

Stations may answer any call directed to another station line within its pre-set pickup group by dialing a special code.

ATTENDANT CAMP-ON

The operator may hold a waiting call on a busy station. That call will automatically be connected when the called station becomes idle.

REQUIRED STATION SOFTWARE - HYBRID SYSTEMS

INDICATION OF CAMP-ON

The station user hears an audible signal indicating that an incoming call is camped on.

RECALL OF CAMP-ON

The camped-on call will automatically recall to the operator if not answered in thirty seconds.

RECALL OF UNANSWERED CALLS

Unanswered calls will return to the operator if not answered within a perscribed period of time.

0158

B I D F O R M

Place CITY OF LAS VEGAS, NEVADA

Date _____

Project No. REVISED 85.1224.2

Bid of _____ (Hereinafter called "Bidder"), a
_____,*, organized and existing under the laws of the State
of _____, doing business as: _____.

To the CITY OF LAS VEGAS, NEVADA

Gentlemen:

The Bidder, in compliance with the invitation for bids for furnishing:
TELECOMMUNICATIONS SYSTEM FOR CITY HALL COMPLEX AND OFFSITE PREMISES, having
examined the specifications with related documents, and being familiar with all
of the conditions of the specifications, including the availability of materials
and labor, hereby proposes to furnish all labor, materials, and supplies
necessary to furnish in accordance with the Invitation to Bid. These prices are
to cover all expenses incurred under the Invitation to Bid.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to supply all the requested material described in the
specifications, for the following prices:

*Insert the correct word: corporation, partnership, or individual, as
applicable.

BID SCHEDULE "A" - COST

1. Furnish all plant, labor, tools, materials, and equipment necessary to install the telecommunications systems, all in strict accordance with the terms, and conditions of the Invitation to Bid:

\$ _____
(WRITTEN PRICE)

\$ _____
(NUMBERS)

The above figure shall include all costs to maintain the entire systems for the first twelve (12) months after acceptance of the entire systems. In addition, the above figure shall include ALL costs for performing the warranty requirements as directed under SECTION C - CLAUSES SECTION - Paragraph 16 - WARRANTY.

The first year cash maintenance bond requirements, and the daily reporting of a service representative to the City PBX Station at 400 East Stewart Avenue, are made a part of this bid item.

GUARANTEED RESPONSE TIME

In support of a twelve (12) hour day (7:00 A.M. to 7:00 P.M.), Monday through Friday, fifty-two (52) weeks a year (excluding Saturday, Sunday, and Holidays), operational needs, the City of Las Vegas is extremely concerned about the maximum time taken for a response to a call for qualified technical service and/or emergency service as defined under the sample maintenance agreement.

The prospective bidder acknowledges by signing the bid form, that they understand the City's need for qualified service support. With that understanding, the bidder guarantees to the City to physically arrive at a requested installation site with a qualified person or persons in response to a call for regular service and/or emergency service as defined under the sample maintenance agreement, one (1) hour after receipt of the notification.

Failure to respond within the one (1) hour time frame will cause an automatic reduction of \$200.00 per failure in the cash maintenance bond.

P

35'

C

BID SCHEDULE "A" - ADDITIVE BID ITEM - MAINTENANCE

The purchase of maintenance services may be declared exempt from the competitive bidding requirements of Nevada Revised Statutes (N.R.S. 332.115) and for the purposes of this Invitation to Bid, the City of Las Vegas so declares this additive Bid Item exempt from N.R.S. 332.

It is the intent of the City to engage the services of the most acceptable, responsive, and responsible bidder for maintenance of the entire system for the thirteenth (13th) through the sixtieth (60th) month of ownership by the City. This intent is predicated upon the City receiving from the most acceptable responsive and responsible bidder realistic costs for providing this maintenance.

The maintenance agreement, if accepted by the City, shall be non-cancellable by the successful Bidder except for failure of the City to make timely payment for services received. The City of Las Vegas reserves the sole right to cancel the maintenance agreement either in part or in whole with just cause by written thirty (30) day notice to the successful bidder.

If an agreement cannot be reached between the City and the most acceptable and responsible bidder, the City reserves the right to obtain maintenance services from another source so long as the system(s) are maintained in strict accordance with the manufacturer's recommendations.

C

BID ITEMS1. STATION PORTS - EQUIPPED

772 X \$ _____ EACH = \$ _____ X 48 MOS. = \$ _____
(MONTHLY UNIT COST)

2. TRUNK PORTS - EQUIPPED

158 X \$ _____ EACH = \$ _____ X 48 MOS. = \$ _____
(MONTHLY UNIT COST)

TOTAL 48 MONTHS MAINTENANCE COSTS = \$ _____

P

36.

Prospective bidders SHALL base their proposed maintenance costs on the original installation configuration which is reflected above as Bid Item No. 1 and No. 2.

The above costs shall include all labor, tools, materials, and equipment necessary to repair and maintain the entire system in accordance with the finalized maintenance agreement. (SEE SAMPLE MAINTENANCE AGREEMENT)

The cost for maintaining the entire installation for the first twelve (12) months after acceptance of the installation by the City of Las Vegas shall be included with Bid Schedule "A" - COST.

The cost for the thirteenth (13th) month through the sixtieth (60th) month shall be as reflected on this Bid Sheet subject to negotiation in the event the City is unwilling to accept these costs. In addition, any station and/or trunk port added to the original configuration prior to the thirteenth (13th) month and through the sixtieth (60th) month shall be added to the cost of maintenance at the agreed to unit cost.

P

37.

VENDOR INFORMATION FORM

DATE _____

IDENTIFICATION

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO. _____

OWNER OR STOCKHOLDERS _____

GROSS SALES (LAST YEAR) _____

OTHER BUSINESS LOCATIONS _____

STATE CONTRACTOR'S LICENSE NO. _____

YEARS INTERCONNECT BUSINESS _____

YEARS AT THIS LOCATION _____

STAFF AT THIS LOCATION

GENERAL MANAGER _____

PROJECT MANAGER _____

ENGINEERING MANAGER _____

SERVICE MANAGER _____

PROGRAMMING MANAGER _____

TRAINING MANAGER _____

NUMBER OF EMPLOYEES _____

NUMBER OF SERVICE VEHICLES _____

NUMBER OF SERVICE EMPLOYEES _____

NUMBER OF PABX REPAIRMEN _____

NUMBER OF FACTORY TRAINED REPAIRMEN _____

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VENDOR INFORMATION FORM, CONTINUED

FACILITIES

WAREHOUSE LOCATION

WAREHOUSE SIZE (SQ. FT.)

REMOTE MAINTENANCE TERMINAL

CHECK OUT ROOM:

ADDITIONAL EQUIPMENT - PRE-CUTOVER (PABX)

The Bidder further agrees to furnish and install additional items of equipment as described below, including all required cables, materials and labor. Indicate the unit cost for adding to or the unit credit for deleting from your proposed system the following items prior to cutover.

SWITCHING EQUIPMENT - Tone Dialing

NO. PER CARD

UNIT PRICE

Console

Station Lines for SLD

Station Lines for EML

Trunks Bothway

Trunks DID

Trunks TIE Dial Repeating

STATION EQUIPMENT - Tone Dialing

MANUFACTURER

UNIT PRICE

Single Line Miniwall (See SLW)

Single Line Desk (See SLD)

Electronic Multi-Line (See EML)

Speakerphone Companion for SLD

Speakerphone Companion for EML

Loud Bell for SLD

Loud Bell for EML

Answering and Recording Device, Commercial
Quality With Cassettes for Incoming and
Outgoing Messages

Headset for Console

Handset for Console

Headset for EML

Three Pair Prewire X 200 Ft to RJ 11

ADDITIONAL EQUIPMENT PRICES - POST-CUTOVER (PABX)

The Bidder further agrees to furnish and install additional items of equipment as described below, including all required cables, materials and labor. Indicate the unit cost for adding to the installed system the following items. The quoted prices shall be guaranteed maximum prices by the undersigned for a full one year after cutover date.

SWITCHING EQUIPMENT - Tone Dialing

NO. PER CARD

UNIT PRICE

Console

Station Lines for SLD

Station Lines for EML

Trunks Bothway

Trunks DID

Trunks TIE Dial Repeating

STATION EQUIPMENT - Tone Dialing

MANUFACTURER

UNIT PRICE

Single Line Miniwall (See SLW)

Single Line Desk (See SLD)

Electronic Multi-Line (See EML)

Speakerphone Companion for SLD

Speakerphone Companion for EML

Loud Bell for SLD

Loud Bell for EML

Answering and Recording Device, Commercial
Quality With Cassettes for Incoming and
Outgoing Message.

Headset for Console

Handset for Console

Headset for EML

Three Pair Prewire X 200 Ft to RJ 11

ADDITION EQUIPMENT - PRE-CUT-OVER (HYBRID)

The Bidder further agrees to furnish and install additional items of equipment as described below, including all required cables, materials and labor. Indicate the unit cost for adding to or the unit credit for deleting from your proposed system the following items prior to cutover.

SWITCHING EQUIPMENT	NUMBER PER CARD	UNIT PRICE
Console DSS		_____
Station lines	_____	_____
Trunks	_____	_____
Paging	_____	_____

STATION EQUIPMENT	MANUFACTURER	UNIT PRICE
Electronic Key Instruments	_____	_____
Speaker Adapter (companion)	_____	_____
Three Pair Cable X 150 Feet	_____	_____
Wall Bracket	_____	_____
Amplified Handset	_____	_____

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ADDITIONAL EQUIPMENT PRICES - POST CUTOVER (HYBRID)

Indicate below the unit cost for adding to the installed system the following items. The quoted prices shall be guaranteed maximum prices of the undersigned for a full one year after cutover date.

SWITCHING EQUIPMENT	NUMBER PER CARD	UNIT PRICE
Console DSS		_____
Station lines	_____	_____
Trunks	_____	_____
Paging	_____	_____

STATION EQUIPMENT	MANUFACTURER	UNIT PRICE
Electronic Key Instruments	_____	_____
Speaker Adapter (companion)	_____	_____
Three Pair Cable X 150 feet	_____	_____
Wall Bracket	_____	_____
Amplified Handset	_____	_____

FCC REGISTRATION AND SYSTEM CAPACITIES

The undersigned Bidder warrants that the system listed is registered with the Federal Communications Commission for direct connection to CENTEL lines and the bid price(s) include the following:

	<u>PABX</u>	<u>HYBRID</u>
MANUFACTURER	_____	_____
MODEL NAME & NO.	_____	_____
FCC REGISTRATION NO.	_____	_____
RINGER EQUIVALENCE	_____	_____
SOFTWARE PACKAGE	_____	_____
MEMORY PACKAGE (K'S)	_____	_____
NO. OF CABINETS	_____	_____

For the number of cabinets shown above, indicate below the maximum number of each of these items that could be installed at the same time. Use the same percentage of trunks to lines that are indicated in 3.01 (Wired).

Maximum Trunks	_____	_____
Maximum Tie Lines	_____	_____
Maximum Stations	_____	_____
Maximum Ports	_____	_____
Maximum Time Slots	_____	_____
*Maximum Conversations	_____	_____
*Maximum Transfers	_____	_____
Maximum CCS at P.01	_____	_____
Maximum Consoles	_____	_____
Maximum Heat	_____ BTU/Hour	_____
*Simultaneous	_____	_____

BIDDER COMMENTS:

VENDOR INFORMATION FORMHARDWARE LINE REPRESENTED

	<u>MODEL</u>	<u>MANUFACTURER</u>	<u>INSTALLATIONS</u>
1. KTS			
2. E-KTS			
3. HYBRID			
4. PABX			
5. PABX			

STOCK AT THIS LOCATIONQUANTITYPROPOSED SWITCHING EQUIPMENT IN STOCK:

STATION CARDS FOR SLD

STATION CARDS FOR EML

TRUNK CARDS FOR BOTHWAY

TRUNK CARDS FOR DID

TRUNK CARDS FOR TIE LINES

CONSOLE CARDS

CONSOLES

POWER SUPPLIES

PROPOSED STATION EQUIPMENT IN STOCK:

SLW - SINGLE LINE MINIWALL

SLD - SINGLE LINE DESK

EML - ELECTRONIC MULTI LINE

SPEAKERPHONE COMPANION FOR SLD

THREE PAIR CABLES (FEET)

BIDDERS COMMENTS:

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INSTALLATION1. GENERAL

How long has the system you are bidding been in service

NATIONALLY _____

IN CLARK COUNTY _____

2. INSTALLATION FROM DATE OF NOTICE TO PROCEED.

SYSTEM EQUIPMENT _____ WEEKS

STATION EQUIPMENT _____ WEEKS

TOTAL SYSTEM _____ WEEKS

SYSTEM CUT-OVER DATE _____ WEEKS

NUMBER OF DAYS FOR CUT-OVER _____ DAYS

TRAINING

1. Where would attendant training take place:

CUSTOMER PREMISES _____ BIDDER PREMISES _____

2. How many attendant training classes can be conducted during the first year without additional charge:

What are the additional charges for classes beyond those indicated under Item No. 2 above?

\$ _____ PER CLASS

3. How many station user training classes can be conducted the first year without additional charge?

4. Provide training to at least two (2) City Personnel on how to install "INSIDE MOVES"

5. Conduct an initial attendant training class of no cost for twenty (20) City personnel.

SERVICE

1. Provide and attach your Service Contract. (Subject to Negotiation)

2. Parts availability and location:

- a. Station Equipment _____
- b. Console and System _____
- c. Power Supply _____

The Successful Bidder Shall Complete the Following:

Upon receipt of order from Owner to proceed with the installation, we will:

Begin Installation Within _____ Calendar Days

Complete Installation Within _____ Calendar Days

*Provide operator training on the _____ Day of _____, 1985.

*Provide user training beginning on the _____ day of _____, 1985.

*DATE TO BE PRIOR TO CUT-OVER AND COORDINATED WITH OWNER.

[illegible]

PROPOSED MAINTENANCE AGREEMENT

AGREEMENT made this _____, 198__, by and between
(PROVIDER)
and City of Las Vegas, 400 East Stewart Avenue, Las Vegas, Nevada 89101
("CUSTOMER").

WITNESSETH:

The parties above, in consideration of the undertakings, covenants and agreements hereinafter put forth, respectively agree as follows:

1. PROVIDER agrees to provide Customer with all parts and labor necessary in connection with maintenance and repair of the telephone equipment described in Schedule I which has previously been sold by PROVIDER, and which is located at: _____ (The "PREMISES"), in accordance with the following terms and conditions.
2. Customer agrees to pay the total sum of _____ per year, plus any other charges as may be provided for in the agreement, for the service to be provided by Provider for the period 13th through the 60th months after the system cutover. Actual payment shall be made prior to the start of the 13th month.
3. The term of this agreement shall be for a period of one (1) year commencing at the start of the thirteenth (13th) month after system cutover with the successive one (1) year extensions through the sixtieth (60th) month, subject to the negotiation provisions under Bid Schedule A - Additive Bid Item - Maintenance.
4. For the term of this Agreement, Provider will provide training of personnel and employees of Customer in the operation of the equipment, in accordance with the Terms and Conditions of the Invitation to Bid which the equipment was originally purchased and installed.
5. Customer agrees to grant reasonable right of entry to employees to perform the service and will attempt to make available a reasonable amount of secure storage space for storage by Provider of such repair of maintenance parts.

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6. For the term of this Agreement, Provider shall, subject to the conditions below, maintain the equipment in good working condition and repair including the furnishing of all necessary labor and materials to ensure the proper operation of the systems. Provider shall respond to requests for routine problems/troubles service in connection with any malfunction of the Equipment, including, station or trunk failure ("Regular Service"), within the time frame reflected in the Invitation to Bid. For ("Emergency Service") within one (1) hour of receipt of notice from Customer requesting such service if the system is in an operational alarm mode and/or two or more circuits are involved at one time. Expressly excluded are Regular Service and Emergency Service in connection with maintenance and repair of the Equipment caused by other than wear and tear resulting from normal use, including but not limited to, misuse, negligence, abuse, connection to foreign power, fire, flood, wind, act of God or public enemy, or improper wiring, installation, repair or alteration of the Equipment by anyone other than Provider. If requested by Customer, repair necessitated by any of the above causes shall be paid to Provider by Customer. Customer shall agree to pay for labor and materials necessary for any such repair at Provider then prevailing rates for similar services and materials in the same area.

7. For the term of this Agreement, Provider shall, if requested by Customer, rearrange or relocate the Equipment on the Premises. Customer shall agree to pay for labor and materials necessary for any such rearrangement or relocation to Provider at the agreed to rates attached hereto and made a part hereof.

8. Customer agrees to use due care in handling and operation of the Equipment and Customer agrees to attempt to operate the Equipment during the term of this Agreement according to the instructions of Provider and shall not alter or permit the alteration of the equipment in any manner. Customer agrees to immediately notify Provider of any difficulties in the operation of the Equipment.

9. In the event of Provider's material breach of this Agreement, Customer may cancel this Agreement. This remedy shall be in addition to any other remedies available to the Customer in law or equity; provided, however, that in no event Provider shall be liable for any special or consequential damages, for loss, damage or expense directly or indirectly arising from Customer's inability to use the equipment either separately or in combination with any other equipment, that Provider has not originally installed or added to the systems during the term of this agreement.

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10. In the event Customer fails to pay for services as provided in this Agreement, within a reasonable period of time, Provider may upon thirty (30) calendar days written notice to Customer cancel this Agreement and provide no further services. This remedy shall be in addition to any other remedies available to Provider in law or equity.

11. If any provisions of this Agreement are in conflict with any statute or rule of law of the State of Nevada, County of Clark, and/or City of Las Vegas, then such provisions shall be deemed null and void to the extent that they may conflict, but without invalidating the remaining provisions in the Agreement.

12. Customer will permit or arrange for access to the premises for _____ installation and maintenance personnel. Customer will provide adequate space for the Equipment and insure that light and adequate separate AC power source is available.

13. This Agreement shall be governed by the Laws of the State of Nevada.

14. This Agreement shall not be binding on Provider or Customer until it is approved, accepted, and executed by authorized representatives of both parties. This Agreement between the parties, with respect to the subject matter of this Agreement incorporates all of the requirements of Formal Bid Revised #85.1224.2, which are made a part hereof, and no modification shall be valid unless made in writing, referring to this Agreement, and executed by Provider and Customer.

IN WITNESS WHEREOF the parties have executed these presents.

CUSTOMER

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

By _____

By _____

James E. Park, CPPO
Chief, Purchasing and Contracts Division

P

MATERIALS AND MAINTENANCE

The below listed items are made a part of the Invitation to Bid.

All sub-systems, components, wire, cable and accessory hardware shall be standard products of an established and reputable manufacturer. All equipment and materials supplied by bidder shall be of the latest design, free of obsolescence, new and in compliance with the Technical Specifications.

Prior to cutover date, the successful bidder will request and coordinate with TELCO, a DB (decibal) level balancing test for measuring trunks. The successful bidder takes full responsibility for identifying each circuit and for verifying all trunks are working properly on the day of cutover.

The successful bidder shall be responsible for furnishing skilled workmen. All materials and equipment shall be installed according to manufacturer's specifications in compliance with the Technical Specifications.

The successful bidder will include equipment room plans within thirty (30) calendar days after award that clearly state physical dimensions of proposed system and any special environmental or wall space requirements for support equipment and servicing. These plans also clearly state system commercial power requirements for CBX/EPABX, key equipment, etc., so that adequate power provision will be made at the site.

All cables and wires shall be clearly marked and tagged at both ends. All new cable shall be completely installed without splices.

In the event that acquisition of existing "in place" CENTEL cable is part of this bid, it shall be the full responsibility of the successful bidder to acquire such cable. The cost of that purchase shall be included in the price quoted.

All cable and labor required to connect continuous property buildings is included in the bid price. All off-premise connections will be handled via lines rented from CENTEL.

All systems, sub-systems and component parts are fully guaranteed against defective design, materials and workmanship for a minimum of one year from the date of completed installation as required by the warranty clause of the Invitation to Bid.

The successful bidder further agrees to furnish subject to acceptable pricing, full maintenance services including all parts and labor for a minimum time of five (5) years after system cutover.

The successful bidder has included all labor, materials, and equipment and transportation necessary for providing and installing a complete new telephone system as specified in the Technical Specifications.

The bidder is a major telephone equipment manufacturer for the equipment that he proposes to provide herein, or is the authorized representative by such a manufacturer to guarantee continuity of business relationship. The bidder shall provide verification of such authorization to the satisfaction of the City.

The bidder maintains within fifty (50) miles of the City's offices at all times an inventory of all parts necessary to insure complete, continuous and timely service of the telephone system.

The bidder maintains within fifty (50) miles of the City's offices at all times a service organization capable of installation and complete and timely maintenance of all equipment he proposes.

The successful bidder will provide a customized on-premise training program for the operators and telephone users. The City will establish the guidelines for this customized training program.

The prices reflected on the Bid Form shall include all labor, materials, tools, equipment, overhead, profit, and insurance necessary to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled time for opening bids.

The Bidder is placed on notice that there are specific funding limitations which require that the expenditure of funds to complete this project be disbursed over the duration of the entire project at regular intervals based on the original time of completion reflected in the Bid Documents and NOT sooner. The successful Bidder will be required to submit a work schedule at the pre-construction conference which reflects a completion date in accordance with the original completion time.

Upon receipt of the City's written Notice of Award Letter, the Bidder will execute the formal contract attached within fifteen (15) calendar days and deliver to the City, that Contract Form and a Surety Bond or Bonds as required. The bid security attached to this Bid Form in the sum of \$ _____ (\$ _____) is to become the property of the Owner in the event the contract and bonds are not executed within fifteen (15) calendar days as liquidated damages for the delay and additional expense to the City..

CITY OF LAS VEGAS
BUSINESS LICENSE NO. _____

NAME OF BIDDER, CORPORATION

STATE OF NEVADA
CONTRACTOR'S LICENSE NO. _____

BUSINESS ADDRESS

STATE OF NEVADA
CONTRACTOR'S CLASSIFICATION _____

FIRM, OR INDIVIDUAL

* _____ DOES NOT INTEND TO COMPLETE
THE PROJECT SOONER THAN THE
TIME ALLOTTED IN THE BID
DOCUMENTS

By _____

TYPED OR PRINTED

* _____ INTENDS TO COMPLETE THE
PROJECT SOONER THAN THE
TIME ALLOTTED IN THE BID
DOCUMENTS

PHONE NUMBER (_____) _____
AREA CODE

*NOTE: IF THE BIDDER FAILS TO CHECK EITHER BOX, THE ANSWER SHALL BE DETERMINED THAT THE BIDDER DOES NOT INTEND TO FINISH THE PROJECT SOONER THAN THE ALLOTTED TIME IN THE BID DOCUMENTS. IF THE BIDDER INDICATES AN INTENTION TO COMPLETE THE PROJECT EARLIER THAN THAT INDICATED IN THE BID DOCUMENTS, THE CITY RESERVES THE RIGHT TO CONSIDER SUCH A DECLARATION A JUSTIFIABLE REASON TO REJECT THAT BID WITHOUT CONSIDERATION.

AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

Department Action

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

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

10:45 *A. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed

From:

Ralph Englestad and
Betty Englestad, husband and wife as joint tenants

To:

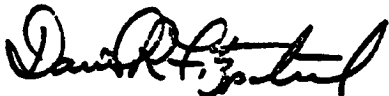
For:

City of Las Vegas
Portion of Lot 20,
Block 1 of Elstner
Estates subdivision as
shown by map thereof
on file in Book 3 of
plats, page 86 in the
office of the County
Recorder of Clark County
Nevada. For radius
corner at Thom Blvd.
and Donnie Ave. to
complete Cul-de-Sac,
acquired in 1981. Document was never put on
agenda for acceptance
by Council. (2/11/81)

Lurie -
APPROVED Items A-1
and B-1 as recommended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

Department Action

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

*B. RELEASE OF CONTRACT RETENTION

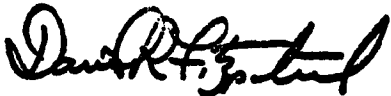
1. Bid No.: 83.3550.11
Contractor: Dorfman Construction Company, Inc.
For: Sahara/Oakey Sewer Interceptor on Sahara Ave. and on Oakey Blvd. from Westwood Ave. to Durango Dr. and on Rancho Rd. from Oakey Blvd. to Alta Dr.

Notice of Completion: June 12, 1985
Release Date: July 17, 1985

Lurie -
APPROVED Items A-1
and B-1 as recom-
mended.
Unanimous

Clerk to notify
and Staff to
proceed.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

July 3, 1985

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CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

10:46 A. Approval of contract for bus shelters with
Inter-City Shelters, Inc.Lurie -
APPROVED contract
as recommended by
City Attorney.
Unanimous

Staff to proceed

Ray Paloso, Inter-
City Shelters, Inc.
appeared.10:50 B. Regional Transportation Commission Supple-
mental Cooperative Agreement No. 127 for
the design, acquisition of right-of-way,
construction inspection and roadway improve-
ments for Bonanza Road between Nellis Boulevard
and Hollywood BoulevardLurie -
APPROVED
Unanimous

Staff to proceed

AGENDA DOCUMENTATION

Date: July 1, 1985

TO:
The City Council

FROM: *Sam F. Quinn*
CITY ATTORNEY

SUBJECT: Contract for Bus Shelters with Inter-City Shelters, Inc.

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, September 5, 1984, the City Council accepted the proposal of Inter-City Shelters, Inc., to supply bus shelters along the routes of Las Vegas Transit System. However, because of ambiguities in the request for proposals, inconsistencies between the request for proposals and the proposal which Inter-City Shelters submitted and the fact that Inter-City Shelters did not have a State contractors' license until the end of April of this year, the negotiations with respect to the contract to implement that proposal were not concluded until Friday, June 28th.

The contract which is before you has been prepared by this office and provides, in summary, as follows:

1. Inter-City Shelters is given the nonexclusive right, for a period of ten years, to install and maintain bus shelters at locations in the public rights-of-way which have been approved by the City.
2. Inter-City Shelters will pay to the City 10% of its gross billable revenues which are attributable to each shelter, which in no event shall be less than \$50.00 per month for any individual shelter.
3. The initial installation shall consist of 50 shelters and shall be completed within 75 days after the contract is executed.
4. Inter-City Shelters will post a performance bond which guarantees the faithful performance of all of its obligations under the contract.
5. Inter-City Shelters will pay for all utilities which are furnished to the shelters, except that it may connect to the City's electrical system for street lights or traffic signals at suitable locations and, as to those locations, the minimum fee which is referred to in paragraph 2 above shall be \$60.00 per month.

FISCAL IMPACT

(cont.)

RECOMMENDATIONS

Agenda Item

V-A

AGENDA DOCUMENTATION

Date: July 1, 1985

TO:
The City Council

FROM:
CITY ATTORNEY

SUBJECT: Contract for Bus Shelters with Inter-City Shelters, Inc.

PURPOSE/BACKGROUND

6. The City retains the right to approve all advertising material which is placed on the shelters.

7. Inter-City Shelters will furnish to the City, free of charge, two shelters, 15 tourist information centers and 100 aluminum contoured benches for use at sites at which it is not feasible to install shelters.

8. Either party may terminate the agreement for any reason upon giving the other party at least three months' written notice, and, upon such termination, the City has the right to retain the shelters or require Inter-City Shelters to remove them and restore the sites in which they were located to the condition which existed prior to the installation of the shelters.

9. The City retains the right to require Inter-City Shelters to relocate any shelter due to the development of the area in which it is located or a change in the bus routes, and Inter-City Shelters' obligations of removal and site restoration which are referred to in paragraph 8 above will apply to such relocation.

Inter-City Shelters has agreed to the foregoing conditions as well as the other matters which are provided for in the contract.

FISCAL IMPACT

This contract will result in additional revenues to the City, the amount of which will be dependant upon the amount of revenues that Inter-City Shelters derives from the advertising which it is able to sell.

RECOMMENDATIONS

It is recommended that this agreement be approved and that the Mayor be authorized to execute the same on behalf of the City.

Agenda Item

V-A

AGREEMENT

THIS AGREEMENT, made this 3rd day of July, 1985, between INTER CITY SHELTERS, INC., a Nevada Corporation (hereinafter referred to as "ICS") and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City").

ICS agrees, at its sole cost and expense, to construct and continuously maintain 50 transit advertising shelters in the City pursuant to the terms and conditions as follows:

1. GRANT BY CITY: The City hereby grants to ICS, on the terms hereinafter set forth, the non-exclusive right to construct, erect, install, repair, maintain, remove and insure the shelters at locations in the public rights-of-way approved by the City.

2. DURATION: This Agreement shall remain in force for the term of ten years from the date specified above unless earlier terminated as hereinafter provided.

3. TYPE OF SHELTER: ICS will construct the shelters in accordance with the following general specifications:

A. Roof - size: 5'6" x 17'7" x 7" deep

B. Roof Material - extruded aluminum frame.

Size: 7" deep with 1 1/4" return of 4 sides, fascia bronze finish.

Internal structure of roof to be 2" x 6" x 1/4" tube

Supporting legs to be 3" x 3" x 1/4".

Tubing aluminum bronze finish (Bronze Durapox)

C. Wind Shelter - glass 3/8" tempered, approximately

4' x 6' (3 pieces) per unit, with aluminum supporting frame top and bottom and end.

Roof and base support at center of glass section.

Bronze Durapox finish.

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- 1 D. Illumination - one lamp, 40 watt fixture with cover,
2 controlled by photo-switch.
- 3 E. Sign Cabinet - RB-25 bronze cabinet with 6 F72T12HO
4 lamps and internal disconnect switch. Face made of 1/4"
5 tempered clear glass, hinged from top for access and on
6 internal second face of white lexan face for advertising
7 copy. Sign to be mounted on two 3" x 3" x 1/4" square
8 tube roof support. Alternatively, at those site loca-
9 tions where space is limited, ICS may substitute a
10 triangular sign cabinet.
- 11 F. Bench - bench shall be designed to withstand the most
12 extreme weather conditions. The overall size shall be
13 8' in length and be able to seat 5 people. The frame
14 work shall be fabricated from standard gauge 2-3/8" O.D.
15 galvanized pipe. Planks shall be anodized, contoured,
16 heavy duty aluminum extrusion Bronze Durapox finish.
- 17 G. Each shelter shall be equipped with a trash receptacle
18 fabricated in fiberglass and housing a galvanized steel
19 lining.
- 20 4. PERMITS: ICS will obtain a separate permit from
21 the City for each shelter erected in accordance with the provi-
22 sion of this Agreement and each permit shall be valid only for
23 the particular location specified therein. Each application for
24 a permit to install and maintain a shelter must be accompanied by
25 the following:
- 26 A. A plan showing the proposed location of the shelter and
27 such other information as the City may require.
- 28 B. Detailed plans and specifications of the shelter.
- 29 C. Performance, Payment and Removal bonds as required in
30 this Agreement.
- 31 ICS will pay all fees, taxes and permit charges assessed by the
32 City or any other governmental or regulatory agency and ICS

1 agrees that all of the shelters will be built in conformity with
2 all applicable codes of the City, State or Federal government.

3 5. BONDS: ICS will procure and continuously maintain
4 a Performance Guaranty Bond of a form, in an amount and with an
5 insurer acceptable to the City. This Performance Guaranty Bond
6 will provide that ICS will faithfully perform all the terms and
7 conditions of this Agreement.

8 ICS will also procure and maintain a Restoration Bond of
9 a form, in an amount and with an insurer acceptable to the City.
10 This Restoration Bond will provide that, upon termination of this
11 Agreement, all advertising shelters, structures and equipment,
12 other than those which are provided for in Paragraph 13 hereof,
13 will be removed and the site restored in the manner provided by
14 Paragraph 16 of this Agreement, unless such removal and restora-
15 tion is not required by the City.

16 During construction of any shelter provided for in this
17 Agreement, ICS will procure and maintain a Construction
18 Performance and Payment Bond of a form, in an amount and with an
19 insurer acceptable to the City.

20 6. INDEMNIFICATION AND INSURANCE: ICS will indemnify
21 and save harmless the City, its officers, agents, servants and
22 employees, against all claims, costs, expenses, attorney's fees,
23 damages, liabilities and judgments of every kind and character,
24 resulting from injuries to persons, including death, or property
25 sustained or claimed by any person, firm or corporation whom-
26 soever and whatsoever by reason of the erection, existence, main-
27 tenance, operation or removal of any of the shelters, structures
28 or equipment erected or placed pursuant to this Agreement or
29 occasioned by any work performed by ICS, or by the permission or
30 authorization granted by the City herein, and shall defend any
31 such action or suit brought against the City, and shall pay all
32 costs and expenses, including attorney's fees, of whatsoever

1 nature resulting therefrom, and in connection therewith and to
2 pay, on behalf of the City, the amount of any judgment, including
3 costs, interest, expenses and attorney's fees, that may be
4 entered against the City, its officers, agents, servants and
5 employees in any such action or suit.

6 ICS will procure and continuously maintain in effect
7 indemnity liability insurance as against the above mentioned
8 liability in a sum of not less than One Million Dollars, per
9 occurrence, naming the City, its officers, agents, servants and
10 employees as additional insureds, and to provide the City with a
11 Certificate of Insurance in respect of such coverage.

12 7. MAINTENANCE: ICS will routinely clean each shelter
13 twice weekly, which includes washing of the shelter and trash
14 removal. An ICS maintenance person will visit each shelter twice
15 weekly with a complete inventory of replacement parts. Each
16 shelter will be equipped with an identification plate displaying
17 a local emergency number to allow direct contact with ICS for
18 response to unusual occurrences. All maintenance, repair, ser-
19 vice and cleaning will be at the sole expense of ICS.

20 8. PAYMENT FOR UTILITIES: ICS shall arrange for and
21 pay all sums that may become due for providing any utility ser-
22 vice to the shelters erected pursuant to this Agreement and shall
23 indemnify the City against payment of these sums. At suitable
24 locations, ICS may connect to the City's existing electrical
25 system for street lights or traffic signals, but ICS shall bear
26 all costs associated with connecting to the City's system. All
27 utility connections shall be made underground.

28 9. TYPES OF ADVERTISING: ICS agrees that it will uti-
29 lize the shelters only for commercial advertising material and
30 that all proposed advertising will be subject to approval by the
31 City. In the event the City disapproves any advertising, all
32 such advertising shall be removed within twenty-four hours after

1 the City serves notice upon ICS requiring the removal of such
2 advertising.

3 10. SITE LOCATION: ICS will coordinate with the City's
4 Department of Economic and Urban Development and Department of
5 Public Services to survey and study the most frequented public
6 transit stops as potential sites for shelters. This study will
7 be completed within 60 days from the date of this Agreement. The
8 City retains the right of final approval of each site.

9 11. RELOCATION OF SHELTERS: The City shall have the
10 right to require ICS to relocate any shelter due to the redevel-
11 opment of any area or changes in any public transit route, and,
12 in the event of such relocation, ICS will pay all costs and
13 expenses associated with removing the shelter and restoring the
14 original site and ICS will pay all costs and expenses associated
15 with relocating or reconstructing the shelter at a new site.

16 12. CONSTRUCTION OF SHELTERS: ICS will complete the
17 construction of all 50 shelters within 75 days after the site
18 location survey is completed. ICS shall be entitled to extend
19 the construction time for delays beyond the control of ICS.

20 13. ADDITIONAL STRUCTURES AND EQUIPMENT: Within 75
21 days after the date on which the site location survey is
22 completed, ICS will donate to the City each of the following:

23 A. Two shelters of the same type described in Paragraph 3 of
24 this Agreement to be located at sites selected by the City, but
25 each of these shelters shall have no advertising display.

26 B. Fifteen tourist information centers to be located at
27 sites selected by the City, but each of these transit information
28 centers shall have no advertising display.

29 C. One hundred aluminum contoured benches, similar to the
30 ones installed in the shelters, to be located at sites selected
31 by the City where it is not feasible to install shelters, but
32 each of these benches shall have no advertising display.

1 D. A trash receptacle of the same type described in
2 Paragraph 3 of this Agreement to be located at the same site as
3 the donated shelters and the donated tourist information centers.

4 ICS shall construct and maintain each of the donated
5 shelters, tourist information centers, benches and trash recep-
6 tacles in the same manner as set out in this Agreement regarding
7 ICS' own shelters.

8 All donated structures shall become the property of the
9 City upon the termination or conclusion of this Agreement.

10 14. COMPENSATION TO THE CITY: ICS will pay to the
11 City Ten Percent (10%) of the gross billable advertising revenues
12 attributable to each shelter, on an individual basis, but in no
13 event will the payment be less than Fifty Dollars (\$50) for any
14 month for any individual shelter. The minimum fee for each
15 shelter connected to the City's electrical system pursuant to
16 Paragraph 8 shall be Sixty Dollars (\$60). This minimum fee shall
17 be recalculated annually based on the annual increase of the
18 Urban Consumer Price Index. The base year for this recalculation
19 shall be calendar year 1985.

20 ICS will make payment to the City on a calendar year
21 basis, said payment to be made within 30 days of the end of each
22 calendar year based on the billable advertising revenues for that
23 calendar year. All payments shall be supported by a Statement of
24 Account showing all shelter locations and the gross revenues
25 received from each.

26 ICS will allow reasonable inspection of all applicable
27 books and records by authorized City officials at ICS' Las Vegas
28 office during reasonable business hours to verify the percentage
29 of gross revenues due to the City, and ICS agrees to maintain all
30 applicable books and records relating to this Agreement in ICS'
31 Las Vegas office at all times.

32 15. DUTY TO REMOVE: In the event the City fails to

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1 receive notice of renewal of either the Permit, the Performance
2 Guaranty Bond, the Restoration Bond or the Liability Insurance on
3 or before twenty days before the expiration date of said
4 coverages, or in the event either the Permit, the Performance
5 Guaranty Bond, the Restoration Bond or the Liability Insurance is
6 cancelled and no evidence of equal coverage is exhibited to the
7 City on or before twenty days prior to the effective date of such
8 cancellation, the City shall have the right immediately to ter-
9 minate this Agreement, and, upon such termination or upon the
10 termination of this Agreement for any other reason, ICS agrees,
11 immediately upon its receipt of notice from the City so to do, to
12 remove all of its shelters, structures and equipment, including
13 foundations, from the public rights-of-way and restore the sites
14 to their original condition, and, if ICS fails to do so within 30
15 days after notice to do so is mailed by the City, the City shall
16 have the right to remove them and ICS shall be obliged to pay
17 City its costs for such removal and site restoration. The City
18 shall have the option, however, of retaining any or all of such
19 shelters, structures and equipment, in its or their then location
20 or locations, as the City's property provided that the City gives
21 ICS written notice of its exercise of this option within 20 days
22 after the effective date of such termination, which notice shall
23 identify the specific shelters, structures and equipment, if less
24 than all, with respect to which said option is exercised.

25 16. DUTY TO RESTORE SITE: Upon the removal of any or
26 all shelters erected by ICS hereunder, all material will be
27 removed from the site and such site will be restored to the con-
28 dition existing prior to the installation of the shelters. All
29 such removal and restoration shall be completed within three
30 months after the effective date of such termination or expiration
31 and shall be done to the satisfaction of the City.

32 17. DEFAULT: In the event that ICS defaults in the

1 performance of any of the terms and conditions of this Agreement,
2 and such default is not cured within 30 days after written notice
3 thereof from the City to ICS, the City, at its option, shall have
4 the right to terminate this Agreement. In the event that the
5 default is of a nature which may not be cured within said 30 day
6 period, ICS shall have 30 days after such notice within which to
7 commence to cure and remedy the default provided that it
8 thereafter faithfully and diligently continues to proceed to the
9 completion thereof.

10 18. NO WAIVER: The failure of either party to insist
11 upon the strict performance of any of the provisions of this
12 Agreement, or the failure of either party to exercise any right,
13 option or remedy hereby reserved, shall not be construed as a
14 waiver for the future of the same or any other provision, right,
15 option or remedy hereof or hereunder or as a waiver of any sub-
16 sequent breach thereof.

17 19. TERMINATION: This Agreement may be terminated, for
18 any reason, with or without cause, by either party upon said
19 party's giving three months written notice to the other.

20 20. INDEPENDENT CONTRACTOR: It is understood and
21 agreed that ICS is an independent contractor and not an employee
22 of the City.

23 21. NOTICES: All notices shall be in writing and shall
24 be deemed to have been duly given when delivered, if delivered in
25 person, or when received, if mailed by certified mail with return
26 receipt requested, or otherwise when actually received.

27 Notice to City shall be
28 delivered or sent to:

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

30 Notice to ICS shall be
31 delivered or sent to:

INTER CITY SHELTERS, INC.
5301 Rent A Car Road
Las Vegas, Nevada 89119

32

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1 Either party hereto may change the address at which it receives
2 written notice by so notifying the other party hereto in writing
3 of such change.

4 22. ENTIRE AGREEMENT: This Agreement represents the
5 entire agreement between ICS and City and supersedes all prior
6 negotiations and agreements. This Agreement may be amended only
7 by written instrument signed by both parties hereto. This
8 Agreement and any modifications or additions hereto shall be
9 binding upon and inure to the benefit of the respective parties'
10 heirs, successors, assigns and legal representatives. This
11 Agreement is entered into and is to be performed under the laws
12 of the State of Nevada.

13 IN WITNESS WHEREOF, the Parties have caused this
14 Agreement to be executed by their duly authorized representatives
15 at Las Vegas, Nevada, the day and year first above written.

16 INTER CITY BUS SHELTERS, INC.

17 By: Raymond A. Peloso
18 Raymond A. Peloso, President

19 ATTEST:

20 _____
21 Secretary

22 CITY OF LAS VEGAS, NEVADA

23 By: Ron Lurie
24 Ron Lurie, Mayor Pro-Tem

25 ATTEST:

26 Carol Ann Hawley
27 Carol Ann Hawley, City Clerk

JUL 03

VERBATIM TRANSCRIPT - ITEM V.A. - Approval of contract for bus shelters with Inter-City Shelters, Inc.

MAYOR BRIARE:

Then next under the City Attorney's agenda on page 17, Mr. Ogilvie, the first is a contract for bus shelters with Inter-City Shelters, Inc.

CITY ATTORNEY OGILVIE:

Yes, Mr. Mayor, the contract which is before you has been prepared by this office and reviewed by Mr. Paloso, who is in the audience today, from -- who is President of Inter-City Shelters. The conditions which are set forth in the Agenda Documentation are agreeable to both this office and Mr. Paloso. In brief, it provides that the City shall receive 10% of the gross revenues attributable to each shelter that's installed by Inter-City Shelters with a minimum of \$50.00 per month per shelter, except as to those shelters which are hooked into the City's electrical supply and the minimum as to those shelters will be \$60.00 per month per shelter. The contractor will put a Performance Bond and a Restoration Bond to guarantee faithful performance of all the obligations on his part in the contract. The contract is a non-exclusive basis for ten years but can be canceled by either party upon giving the other party three months written notice of the cancellation and upon cancellation the City may either retain these shelters or have the contractor remove the shelters and restore the sites to their former condition. I think that's the highlights of the conditions. Let me glance through here. There will be 50 shelters installed immediately, or as soon as possible, with a --

COUNCILMAN LEVY:

Don't you have to give notice to the other company?

CITY ATTORNEY OGILVIE:

I don't believe we do.

COUNCILMAN LURIE:

I think we did. Thirty days, George.

?

Yes.

COUNCILMAN LEVY:

We're on a month -- basically, a month-to-month and I thought we had to give them so much notice.

COUNCILMAN LURIE:

I think 30 days.

JUL 03

MEETING OF

JULY 3, 1985

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**VERBATIM TRANSCRIPT - ITEM V.A. - Approval of contract for bus shelters with
Inter-City Shelters, Inc.**

COUNCILMAN NOLEN:

I thought it was more than that.

COUNCILMAN LURIE:

I don't think so, but no more than 90; but they won't be ready to go before then.

COUNCILMAN NOLEN:

Yes, they will.

COUNCILMAN LURIE:

Well, let's ask them. How soon will you be ready to put some shelters in and bus benches in?

RAY PALOSO:

Ray Paloso, Inter-City Shelters. We are prepared to start installation before the end of this month.

?

Excuse me, sir, we have some other business to attend to here.

?

Your son needs a loaf of bread.

COUNCILMAN LURIE:

Needs some milk.

COUNCILMAN LEVY:

He's ready to start and I think what you better do, George, is look at that contract 'cause if I'm not mistaken, it was like we had to give those guys 60 days.

RAY PALOSO:

Is that the bench people?

?

Yeah, yeah, unless, I don't know --

COUNCILMAN LURIE:

We better check that out because I think --

COUNCILMAN LEVY:

And also I'm sure you don't care if they continue to use the places you're not proposing to put these.

RAY PALOSO:

No, we have no -- no, we would like to have -- of course, to have an exclusive site for the bus shelter and so --

JUL 03

**MEETING OF
JULY 3, 1985**

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**VERBATIM TRANSCRIPT - ITEM V.A. - Approval of contract for bus shelters with
Inter-City Shelters, Inc.**

COUNCILMAN LURIE:

I have one question that concerns me and I appreciate the fact that you're going to, you know, put a hundred benches, but aluminum benches out here in this 110 degree heat, don't you think they get a little warm for people to sit on?

RAY PALOSO:

They might. We'll put them in at the City's direction.

?

No, no, at your direction.

COUNCILMAN LURIE:

No, I mean, I want the benches, but I just say aluminum gets kind of hot. You might want to look at another type of material, something that is going to be reflective of the sun.

RAY PALOSO:

We have a wooden bench we have installed but it does subject itself to --

COUNCILMAN LURIE:

Vandalism.

RAY PALOSO:

-- carving and so on.

COUNCILMAN LURIE:

Right. Okay.

COUNCILMAN NOLEN:

Splinters.

COUNCILMAN LURIE:

I think it also has to be said that, so the people understand that this contract is in the City of Las Vegas, so when they see these nice benches go out and these nice shelters installed, and they ask questions on why they aren't at other locations, I hope that staff will remind people that this is just in the City.

COUNCILMAN NOLEN:

It's his fault.

?

We will make sure that the shelter company (inaudible)

COUNCILMAN LEVY:

He realizes that, I hope.

COUNCILMAN LURIE:

I mean, you'll have to check --

JUL 03

MEETING OF

JULY 3, 1985

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**VERBATIM TRANSCRIPT - ITEM V.A. - Approval of contract for bus shelters with
Inter-City Shelters, Inc.**

COUNCILMAN LEVY:

We have no control.

COUNCILMAN LURIE:

Mayor, I'd like to move that we approve the contract with Inter-City Shelters, Inc. as recommended by the City Attorney this morning.

MAYOR BRIARE:

Any comments by the Council members? Cast your votes. Post. **Motion's approved.** Thanks again, sir.

(End of discussion)

/cmp

4-27-95

City of Las Vegas

0193

AGENDA DOCUMENTATION

Date: June 27, 1985

TO: The City Council

FROM: *James P. Quinn*
CITY ATTORNEYSUBJECT: Regional Transportation Commission Cooperative Agreement No. 127 --
Bonanza Road between Nellis Boulevard and Hollywood BoulevardPURPOSE/BACKGROUND

Regional Transportation Commission Cooperative Agreement No. 127 provides for the design and the preparation and acquisition of certain right-of-way documents in connection with the proposed construction of roadway improvements in Bonanza Road between Nellis Boulevard and Hollywood Boulevard. Since this project lies wholly within the unincorporated area of Clark County, it will be administered and paid for exclusively by the County, subject to reimbursement by the Regional Transportation Commission for the preliminary engineering and design work, in an amount not to exceed \$221,000.00, and for expenses preparatory to the right-of-way acquisition, in an amount not to exceed \$36,000.00.

Therefore, the only action required of the City of Las Vegas by this Agreement is its approval thereof as a participating member of the Regional Transportation Commission.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 127 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-B

COOPERATIVE AGREEMENT

BONANZA ROAD

NELLIS BOULEVARD TO HOLLYWOOD BOULEVARD

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

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Bonanza Road between Nellis Boulevard and Hollywood Boulevard, being located wholly within the unincorporated area of Clark County, has been approved by the Regional Transportation Commission.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the Regional Transportation Commission of Clark County authorizes the COUNTY to proceed with the design and right-of-way engineering of this project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This cooperative agreement applies to improvements associated with Bonanza Road between Nellis Boulevard and Hollywood Boulevard. The basic improvement made will result in a roadway with four travel lanes, drainage facilities, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signing. Other basic improvements such as safety (parking) lane, curb, gutters, sidewalks and streetlights may be funded by COUNTY with a proposed Special Improvement District.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Clark County agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the Regional Transportation Commission within the limits specified below:

1. The preliminary engineering and design shall not exceed \$221,000.00 or 8 percent of the construction cost, whichever is less. No preliminary engineering and design completed prior to the date of this agreement shall be reimbursed.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and obtain the appraisals at a cost not to exceed \$35,000.00.

3. The total cost of this agreement shall not exceed \$256,000.00 which includes all the items described in paragraphs one and two above.

A written request must be made to the Regional Transportation Commission of Clark County and a supplemental agreement approved to increase any of the amounts noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Transportation Commission of Clark County as the funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the COUNTY or by a consultant employed by the COUNTY.

3. The design, construction, right-of-way acquisition and contract administration of the project shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Clark County.

4. The items covered in paragraphs one and two of Section II - Project Costs must be completed to the satisfaction of the Regional Transportation Commission of Clark County prior to July 1, 1986. The Regional Transportation Commission may, at any time thereafter, terminate this agreement and require all sums advanced to the COUNTY be repaid.

APPROVED AS TO LEGALITY AND FORM:


MELVIN R. WHIPPLE

Date of Commission Action:

June 4, 1985

CLARK COUNTY

By: *Thalia Dondro*
THALLA DONDRO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

July 15, 1985

CITY OF HENDERSON

By: *Lorna Kesterson*
LORNA KESTERSON, Mayor

ATTEST:

Dorothy Wendenbrink
DOROTHY WENDENBRINK, City Clerk GMC

Date of Council Action:

July 3, 1985

CITY OF NORTH LAS VEGAS

By: *James Seastrand*
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

July 3, 1985

CITY OF LAS VEGAS

By: *William H. Briare*
WILLIAM H. BRIARE, MAYOR
RON LURIE, MAYOR PRO-TEM

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

7-19-85

0197

July 3, 1985

Page 18

AGENDA*City of Las Vegas*

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

10:51

- A. DISPOSITION OF CITY PROPERTY COMMONLY KNOWN
AS THE O.I.C. BUILDING, 1000 "D" STREET.
Committee: Councilmen Nolen and Levy

Committee Recommendation:

Lessee to be selected for O.I.C. building
at 7-3-85 City Council meeting.

Nolen -
APPROVED Lessees as
follows:

Center for Employ-
ment Training of
Nevada

Youth Adolescent
Services Center

The Economic
Opportunity Board
of Clark County

Lee White Youth
Club of Las Vegas
Unanimous

Staff to proceed

10:53

- B. BILL NO. 85-22 - PROHIBITS THE STOPPING,
STANDING AND PARKING OF TOUR BUSES ON
PUBLIC STREETS EXCEPT AT DULY DESIGNATED
TOUR BUS LOADING ZONES. (2nd Amendment)
Committee: Councilmen Levy and Bunker

First Publication: Review-Journal - 6-8-85

Committee Recommendation:

Adoption at 7-3-85 City Council meeting
as per Second Amendment.

Levy -
Second Reading and
Bill ADOPTED as per
Second Amendment.
Unanimous

Staff to proceed

NOTE: Councilman Levy directed City
Clerk to notify appropriate
personnel in Sheriff's Depart-
ment and hotel/motel owners
in the downtown area that this
ordinance will be enforced
and buses to park at Cashman
Field.

APPROVED AGENDA ITEM

AGENDA DOCUMENTATION

Date: June 28, 1985

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGER

SUBJECT: DISPOSITION OF CITY PROPERTY COMMONLY KNOWN AS THE O.I.C. BUILDING, 1000 "D" STREET.

PURPOSE/BACKGROUND

A recommending committee consisting of Councilmen Nolen and Levy heard from representatives of nine (9) organizations regarding the use of a City-owned building located at 1000 "D" Street, commonly referred to as the "O.I.C." Building.

It is recommended that the following organizations be permitted to use the property under a cooperative agreement to be approved by the City Council:

- Center for Employment Training of Nevada
Robert Rivas
- Youth Adolescent Services Center
Mujahid Ramadan
- The Economic Opportunity Board of Clark County
James Tyree
- Lee White Youth Club of Las Vegas
Lee White

It is further recommended that the facility be leased with the understanding that the day-to-day maintenance, insurance, utilities, all repairs and improvements to the property are responsibilities of the organizations having use of the property.

FISCAL IMPACT

NONE

RECOMMENDATIONS

It is the recommendation of the office of the City Manager that staff be directed to negotiate a cooperative agreement among the parties for use of the City-owned property located at 1000 "D" Street.

Agenda Item

VI. A.

AGENDA DOCUMENTATION

0199

Date: July 2, 1985

TO:
The City Council

FROM: *George F. Ogilvie*
George F. Ogilvie
City Attorney

SUBJECT:

Bill 85-22: Prohibits the stopping, standing and parking of tour busses on public streets except at duly designated tour bus loading zones

PURPOSE/BACKGROUND

In recent months, the City has received a number of complaints regarding the parking and standing of tour busses on public streets in certain residential neighborhoods and downtown areas.

This bill, if adopted, would prohibit the stopping, standing and parking of tour busses on public streets except at duly designated tour bus loading zones.

2nd Amendment

The second amendment to this bill allows tour busses to stand or park for a limited time at locations other than Tour Bus Loading Zones when they are being used in connection with "celebrity home" tours or charitable functions and makes it clear that the standing and parking restrictions do not apply during the loading and unloading of passengers.

FISCAL IMPACT

NONE

RECOMMENDATIONS

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

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

INTER-OFFICE MEMORANDUM

July 2, 1985

TO:

FILE

FROM:

CA
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

Recommending Committee Meeting
July 1, 1985

COPIES TO:

7/3/85 and 7/17/85 City Council Books
Director, Community Planning and Development
City Attorney

MEETING HELD:

Monday, July 1, 1985, 10th Floor, City Manager's
Conference Room, City Hall, 400 East Stewart
Avenue, Las Vegas, Nevada. Meeting began at
3:30 P.M. and adjourned at 3:50 P.M.

ATTENDANCE:

Councilman Ron Lurie
Councilman Al Levy
Councilman Wayne Bunker
City Manager Ashley Hall
Deputy City Manager Dan Fitzpatrick
Deputy City Manager Randall Walker
City Attorney George Ogilvie
City Clerk Carol Ann Hawley
Deputy City Clerk Linda Owens
Gail Knowles, U.S.A. Hosts
Richard Gull, Whittlesea-Bell
Anthony D. Guion, LTR Stage Lines
Lois Larson, Concerned Citizen
Lisa Riley, Review-Journal
Bob Palm, SUNA. BILL NO. 85-22 - PROHIBITS THE STOPPING, STANDING AND PARKING OF TOUR BUSES
ON PUBLIC STREETS EXCEPT AT DULY DESIGNATED TOUR BUS LOADING ZONES.Committee: Councilmen Levy and Bunker

CITY ATTORNEY OGILVIE stated this bill pertains to all buses and permits passengers to be loaded or unloaded on any public street, but prohibits buses from standing or parking other than designated holding areas. Buses are permitted to load and unload passengers for a charitable function for thirty minutes provided the charity has a Charitable Solicitation Permit. Committee recommended adoption at the July 3, 1985 City Council meeting as per Second Amendment. (NOTE: Verbatim Transcript made part of Final Minutes re this Bill.)

RECOMMENDING COMMITTEE MEETING
JULY 1, 1985
PAGE 2

- B. BILL NO. 85-23 - AUTHORIZES CONTRACT PURCHASERS OF FEDERAL OR STATE LAND TO SIGN ZONING APPLICATION WITH RESPECT THERETO.
Committee: Councilmen Lurie and Levy

CITY ATTORNEY OGILVIE stated that under the present zoning ordinance the only person permitted to sign a zoning application is the owner of record. This bill permits purchasers of federal or state land to sign a zoning application. No one appeared in opposition. Committee recommended adoption at the July 17, 1985 City Council meeting.

- C. BILL NO. 85-24 - RESTRICTS THE REZONING OF NON-CONTIGUOUS PARCELS IN THE SAME ZONING APPLICATION TO PARCELS WHICH ARE WITHIN 300 FEET OF ANY OTHER PARCEL INCLUDED IN THE APPLICATION. ALSO AUTHORIZES AN ADDITIONAL CHARGE OF ONE HUNDRED DOLLARS FOR EACH NON-CONTIGUOUS PARCEL OR GROUP OF PARCELS INCLUDED IN A REZONING APPLICATION.
Committee: Councilmen Lurie and Levy

COUNCILMAN LURIE stated this bill was proposed by the Department of Community Planning and Development. No one appeared in opposition. Committee recommended adoption at the July 17, 1985 City Council meeting with a possible amendment based on the actual cost figures of notification of property owners.

TRANSCRIPT - RECOMMENDING COMMITTEE MEETING - JULY 1, 1985
RE: BILL 85-22

Page 1

COUNCILMAN LEVY: This is a public meeting and has been duly posted per the Open Meeting Law. The first item on the agenda is Bill No. 85-22, which is the one that we are bringing back from our last meeting which prohibits the stopping, standing and parking of tour buses on public streets except at duly designated tour bus loading zones. I have a letter which I received just a few minutes ago from the Board of Directors I guess of the Receptive Operators Association. George, have you had an opportunity to meet with this group at all? No. You said that -- we'll just take up the changes that you have first and then we can go into any other discussion.

CITY ATTORNEY
GEORGE OGILVIE:

Okay. What is proposed in the First Amendment -- first of all, we have defined tour buses in the first section. Second 2 we have clarified that to make sure that subsections A, B and C, I believe it is, apply to buses other than tour buses, and that -- well it used to be in C -- now 1, 2, and 3.

COUNCILMAN LEVY:

Okay. Has everybody had an opportunity to see this? There's copies here.

CITY ATTORNEY
GEORGE OGILVE:

I think some of us are just reading it now, Councilman, and B goes into the provisions with respect to tour buses we have accepted from the requirement that tour buses park in tour bus loading zones but the tour buses that are used to transport passengers on "Celebrity Home Tours" or to any function of a duly established recognized non-profit organization which has obtained a charitable solicits permit, but the provisio that under those circumstances that it can't stand in any one location for a period in excess of 30 minutes. Thirty minutes is arbitrary. It could be changed if there's some problem with it.

COUNCILMAN LEVY:
=

If they're going to park longer than 30 minutes, then they can move. The bus can move and come back and get them. So I think 30 minutes is a sufficient amount of time, personally.

COUNCILMAN BUNKER:

I think it should be pointed out that this restriction is on standing and parking.

COUNCILMAN LEVY:

Not on loading.

COUNCILMAN BUNKER:

It does not preclude loading and unloading on any street in the City. I think Lois Larson has a problem with that.

TRANSCRIPT - RECOMMENDING COMMITTEE MEETING - JULY 1, 1985

RE: BILL 85-22

Page 2

- LOIS LARSON: Well, I'm concerned, yes. It does except that it is now tied to having a permit for charitable solicitations. I mean --
- COUNCILMAN LEVY: To be in the City of Las -- to have a charitable event in the City of Las Vegas, You must have one.
- LOIS LARSON: Okay, but you're precluding that I may not have a party at my house and bring a group of out of town people visiting to my house by bus.
- COUNCILMAN BUNKER: No, they can load and they can unload there, but they can't park there.
- LOIS LARSON: No, they cannot according to what he just said.
- COUNCILMAN BUNKER: They can't stay there.
- LOIS LARSON: If it's a charitable organization, they can't.
- COUNCILMAN BUNKER: No, no. Loading and unloading is not restricted in this ordinance at all, am I correct?
- CITY ATTORNEY
GEORGE OGILVIE: That's correct. We used to have the word "stop" in there and that has been eliminated.
- LOIS LARSON: Wait a minute, but it says a tour bus when it's being used to transport passengers on a "Celebrity Home Tour" or any function that's duly established and recognized non-profit organization. I'm having a party that is not non-profit.
- COUNCILMAN BUNKER: Then it shall not stand or park.
- LOIS LARSON: No, it's defining that I can't do this.
- CITY ATTORNEY
GEORGE OGILVIE: No, no, Miss Larson, you I think would fall under B.1 which is on line 11 and there's nothing in there provides --
- LOIS LARSON: Well I don't have a tour bus loading in front of my house.
- CITY ATTORNEY
GEORGE OGILVIE: A tour bus could bring your guests to your house, unload them, but would have to leave. If you are a charitable -- have a charitable solicitation permit, they could stand there for a period not in excess of 30 minutes.
- COUNCILMAN BUNKER: Any bus can load and unload on any street on Las Vegas.

TRANSCRIPT - RECOMMENDING COMMITTEE MEETING - JULY 1, 1985
RE: BILL 85-22.

Page 3

COUNCILMAN LEVY: Of course.

COUNCILMAN BUNKER: This does not preclude loading and unloading, only standing or parking.

COUNCILMAN LEVY: Yes, sir.

TONY GUY: Councilman Levy, my name is Tony Guy and I'm with LTR and I spoke the last time. I can't speak for the other bus operators, but as long as the language clearly specifies that motor coaches can stop for a reasonable time, which is usually 8 to 10 minutes, to load and unload passengers, then we would have no difficulty.

COUNCILMAN LEVY: We're not talking about loading or unloading passengers, Tony, what we're talking about is having busses stopping, unloading and sitting there. That's what we're talking about.

TONY GUY: I understand.

COUNCILMAN LEVY: And that's not you.

TONY GUY: Okay, I understand, but our concern is that the language of the ordinance and as it is proposed is unclear on that particular point. We're concerned about what we can do.

COUNCILMAN BUNKER: There's nothing here that precludes loading and unloading

TONY GUY: As long as it's clearly understood that there's no provision against loading and off-loading passengers.

COUNCILMAN BUNKER: Well it says standing or parking. How can it be clearer than standing or parking?

TONY GUY: Now of us have any concern about moving equipment out of an area so that we don't congest the streets.

COUNCILMAN BUNKER: I think we can add that nothing here precludes loading and unloading of passengers.

CITY ATTORNEY
OGILVIE: The language that we have in --

TONY GUY: Then I'm sure we have no difficulty with the ordinance as it stands as long as that intent is clear.

TRANSCRIPT - RECOMMENDING COMMITTEE MEETING - JULY 1, 1985
RE: BILL 85-22

Page 4

COUNCILMAN LURIE: You might not have any problem with it, but there's some other operators that I've noticed -- even this last week down on Casino Center on Saturday night that in front of the Rainbow Hotel that have four buses parked on the street and then over in the parking lot just south --

COUNCILMAN LEVY: Which is illegal.

COUNCILMAN LURIE: -- of the hotel, I counted 12 buses parked there and that's what we're talking about is removing those tour buses from the downtown area to the proper location.

TONY GUY: We would give you our complete support in that area.

COUNCILMAN LEVY: I know.

RICHARD GULL: I was going -- excuse me, my name is Richard Gull. I'm with Whittlesea-Bell. Would that take those buses out of that parking lot?

COUNCILMAN LEVY: Yes. Well -- It's number one, they're parking illegal because they do not have a permit to park in that dirt.

COUNCILMAN LURIE: They leave the motors running.

COUNCILMAN LEVY: You see, that dirt -- that's an illegal parking space. That is not zoned for bus parking there.

COUNCILMAN LURIE: What we try to do is cooperate by getting the area at Cashman Field designated a tour bus parking area so that the buses can come in, unload go park and then come back and pick up their group and go to another location and take the buses away from the residential areas and the downtown area because there's still people that, believe it or not, live downtown.

COUNCILMAN LEVY: Now, that disturbs me what you told me, Ron, is that because those people were notified not to park those buses there.

COUNCILMAN LURIE: I just happened to go by there.

COUNCILMAN LEVY: I know. I appreciate that.

CITY ATTORNEY
GEORGE OGILVIE:

To take care of LTR's problem, I think we can add on Line 13 after the word "vehicle" -- on Page 2, Line 13, after the word "vehicle" comma, "except while engaged in the expeditious loading and unloading of passengers."

TONY GUION: I think that would be fine.

TRANSCRIPT - RECOMMENDING COMMITTEE MEETING - JULY 1, 1985

RE: BILL 85-22.

Page 5

TONY GUION: Then that would clear it up. What we're concerned is is that five of 10 years downstream, there may be different players and they may not understand the intent that we all agreed on today.

COUNCILMAN LEVY: Are you trying to tell us something? (Laughter)

TONY GUION: We've done real estate tours; we run charters for private citizens to UNLV basketball games or baseball games.

COUNCILMAN LEVY: We have no problem with that.

TONY GUION: And we feel that we have an obligation to serve that need of the public.

COUNCILMAN LEVY: Then, personally, if you would park that bus and turn it off, there probably wouldn't be much screaming. It's just the buses sitting there running all night.

TONY GUION: We -- you know, it's a policy I can give you on behalf of my company that we would not even stand in the area and turn it off. We would go to a holding area and come back.

COUNCILMAN LEVY: Sure.

TONY GUION: We consider that a public nuisance if we park in a residential area for a prolonged period of time. So that's just a policy that we have within our company. But our concern is that if we are by the language that is submitted here restricted from stopping on any street in the City of Las Vegas, then it could impede our ability to perform our services.

COUNCILMAN LEVY: Is there anybody else that would like to make any comments regarding this ordinance? Hearing none, as amended will be the recommendation to the full board of City Councilmen, I think Wednesday.

CITY CLERK: Yes.

COUNCILMAN LEVY: This Wednesday at 10 o'clock. I do appreciate everybody's help.

TONY GUION: Thank you very much for listening to us.

COUNCILMAN LEVY: Well, listen. We've got to do it right.

COUNCILMAN LURIE: We've got to work together. We want those tours downtown. We've just got to have a different way to park the buses.

(END OF DISCUSSION ON THIS BILL.)

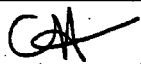
INTER-OFFICE MEMORANDUM

June 18, 1985

TO:

FILE

FROM:


CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

Recommending Committee Meeting
June 17, 1985

COPIES TO:

6-19-85 and 7-3-85 City Council Books
Director, Economic & Urban Development
City Attorney
Traffic Engineering
Business Activity

MEETING HELD:

Monday, June 17, 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 4:55 P.M.

ATTENDANCE:

Councilman Ron Lurie
Councilman Al Levy
Councilman Bob Nolen
Councilman Wayne Bunker
Executive Assistant to City Manager Richard Blue
Deputy City Attorney John Roethel
City Clerk Carol Ann Hawley
Deputy City Clerk Linda Owens
Frank Hawkins, CLV
John Bartels, CLV
Gale Knowles, U.S.A. Hosts
Anthony D. Guion, LTR Stage Lines
Elizabeth Warren, Cultural Focus Tours
Bennett Collins, Bill McFer Associates
Fred Wilson, Fred Wilson Enterprises
Lois Larson, Concerned Citizen
Steve Mills, Gray Line Tours
Lois Morrow, Casino Center Apartments
David Boyer, Concerned Citizen
Robert Davis, Concerned Citizen
Atty. James Brown
Cara Caesar, How, Inc.
Robert Rivas, Center for Employment Training
Don Jaye, Love All People
John Lerner, Love All People
Ray Willis, New Bethel Baptist Church
James Tyree, The Economic Opportunity Board of Clark County
Mujahid Ramaden, Gang Program
Lee White, Youth Service Program
Michael Mace, Clark County Health Air Pollution Control
H. Morrow, Casino Center Apartments
R. H. Davis, Property Manager
Lisa Riley, Las Vegas Review-Journal

RECOMMENDING COMMITTEE MEETING
JUNE 17, 1985
PAGE 2

A. DISPOSITION OF CITY PROPERTY COMMONLY KNOWN AS THE O.I.C. BUILDING, 1000 "D" STREET.

Committee: Councilmen Nolen and Levy

Richard Blue stated the City has asked for Letters of Intent from persons or organizations interested in leasing the O.I.C. building. The following were present at the meeting and are interested in leasing the building:

Cara Caesar, Inc., How, Inc.
Robert Rivas, Center for Employment Training
Don Jaye, Love All People
Ray Willis, New Bethel Baptist Church
James Tyree, Economic Opportunity Board of Clark County
Mujahid Ramadan, Gang Program
Lee White, Youth Service Program

The following were not present at the meeting, but have submitted applications:

Paran Elks Lodge No. 1508
The Greater New Jerusalem Baptist Church
The Las Vegas Urban League

Committee announced they would be prepared to make a recommendation to the full City Council at the 7-3-85 meeting.

B. 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.

Committee: Councilmen Levy and Bunker

No one appeared in opposition. Committee recommended adoption at the 7-19-85 City Council meeting.

C. BILL NO. 85-22 - PROHIBITS THE STOPPING, STANDING AND PARKING OF TOUR BUSES ON PUBLIC STREETS EXCEPT AT DULY DESIGNATED TOUR BUS LOADING ZONES.

Committee: Councilmen Levy and Bunker

This bill originated because tour buses are parking in primarily residential areas which are not designated tour bus loading zones and letting their motors running causing exhaust fumes and noise in the neighborhood. The City has made arrangements

RECOMMENDING COMMITTEE MEETING
JUNE 17, 1985
PAGE 3

with Cashman Field for tour buses to park when not in use. The tour bus zones are limited to thirty minute parking. The following persons appeared stating they felt this bill will be a detriment to their business: Gale Knowles, U.S.A. Hosts, Anthony Guion, LTR Stage Lines, Elizabeth Warren, Cultural Focus Tours, Bennett Collins, Bill McFer Associates, Fred Wilson, Fred Wilson Enterprises, Lois Larson, citizen, and Stephen Mills, Gray Line Tours. The following persons were present in favor of this bill as buses have been stopping in front of their residences: Lois Morrow, Casino Center Apartments, David Boyer, citizen, and Robert Davis, citizen. Committee recommended this bill be returned to Recommending Committee on July 1, 1985 at 3:30 P.M. with amendments to be made by the City Attorney.

AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- C. BILL NO. 85-23 - AUTHORIZES CONTRACT PURCHASERS OF FEDERAL OR STATE LAND TO SIGN ZONING APPLICATION WITH RESPECT THERETO.

Committee: Councilmen Lurie and Levy

First Publication: Sun - 7-4-85

Committee Recommendation:

Adoption at 7-17-85 City Council meeting.

Recommendation Noted 7-17-85 Agenda

- D. BILL NO. 85-24 - RESTRICTS THE REZONING OF NON-CONTIGUOUS PARCELS IN THE SAME ZONING APPLICATION TO PARCELS WHICH ARE WITHIN 300 FEET OF ANY OTHER PARCEL INCLUDED IN THE APPLICATION. ALSO AUTHORIZES AN ADDITIONAL CHARGE OF ONE HUNDRED DOLLARS FOR EACH NON-CONTIGUOUS PARCEL OR GROUP OF PARCELS INCLUDED IN A REZONING APPLICATION.

Committee: Councilmen Lurie and Levy

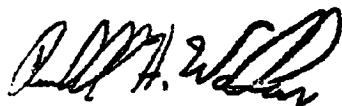
First Publication: Sun - 7/4/85

Committee Recommendation:

Adoption at 7-17-85 City Council meeting.

Recommendation Noted 7-17-85 Agenda

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

Department Action

VII. BOARDS & COMMISSIONS

10:55

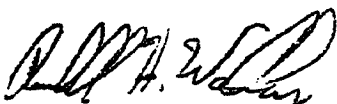
A. LAS VEGAS METROPOLITAN BEAUTIFICATION
COMMITTEE 3-Year Term

1. Frank Keyser - Term Expired 6/16/85

Levy -
Motion to concur
with Mayor's re-
appointment of
Frank Keyser to the
Las Vegas Metro-
politan Beautifica-
tion Committee
carried unanimously

Clerk to notify

APPROVED AGENDA ITEM



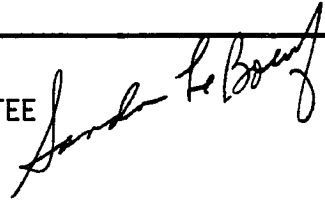
INTER-OFFICE MEMORANDUM

June 25, 1985

TO:

CAROL HAWLEY
CITY CLERK

FROM:

BEAUTIFICATION COMMITTEE
RECORDING SECRETARY

SUBJECT:

LAS VEGAS METROPOLITAN BEAUTIFICATION
COMMITTEE

COPIES TO:

Frank Keyser has advised me that he would like to be reappointed to the Las Vegas Metropolitan Beautification Committee.

/s/

VII.A.

July 3, 1985

Page 21

AGENDA*City of Las Vegas*

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

ITEM	Council Action	Department Action
VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE		
A. Bill No. 85-25 -- Restricts the display and sale of motor vehicles or merchandise on vacant lots Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Nolen	7-15-85 Agenda in Council Chambers at 3 P.M. Clerk to notify Car Dealerships
B. Bill No. 85-26 -- Prohibits the sale of spray paint to minors and authorizes a reward to anyone who provides information which leads to the arrest and conviction of a graffiti perpetrator Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Nolen	7-15-85 Agenda in Council Chambers at 3 P.M. Clerk to notify Paint Stores, Hobby Shops and Discount Stores of proposed bill and meeting.
C. Bill No. 85-27 -- Removes reference in business licensing chapter to time-sharing chapter that has been repealed Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Levy	7-15-85 Agenda in Council Chambers at 3 P.M.

AGENDA*City of Las Vegas*

July 3, 1985

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE (cont.)

- D. Bill No. 85-28 -- Makes it unlawful for holders of privileged licenses to pay tips to taxicab drivers for delivering passengers to licensee's business location

Sponsored by: Councilman Bob Nolen

First Reading and
referred -
Nolen and Lurie7-15-85 Agenda
in Council Chamber:
at 3 P.M.

- E. Bill No. 85-29 -- Designates the City Council as the Board of Appeals with respect to the City's Abatement of Dangerous Buildings and Housing Codes

Sponsored by: Councilman Al Levy

First Reading and
referred -
Levy and Nolen7-15-85 Agenda
in Council Chamber:
at 3 P.M.

- F. Bill No. 85-30 -- Readopts LVMC 10.02.010 making all State misdemeanors likewise City misdemeanors.

Sponsored by: Councilman Ron Lurie

First Reading and
referred -
Lurie and Levy7-15-85 Agenda
in Council Chamber:
at 3 P.M.

AGENDA*City of Las Vegas*

0215

July 3, 1985

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CITY COUNCIL
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ITEM Council Action Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE

G. Bill No. 85-31 -- Creates Department of
Public Works and Division of Public Services
thereof

Sponsored by: Councilman Ron Lurie

First Reading and
referred -
Lurie and Levy

7-15-85 Agenda
in Council Chambers
at 3 P.M.

MORNING SESSION ADJOURNED AT 11:04 A.M.

AGENDA*City of Las Vegas*

July 3, 1985

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CITY COUNCIL
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ITEM

Council Action

Department Action

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

(ABEYANCE ITEM)

2:06

- 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 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 St. Louis in Zoning District P-R.

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.

Staff Recommendation: DENIAL

PROTESTS: 2

NOTE: Item held in abeyance from 6/5/85 due to tie vote. (Motion made by Nolen to deny appeal failed with Briare and Bunker voting "no" and Levy excused.) The motion included an additional condition that a rain gutter be installed on the rear of the addition.

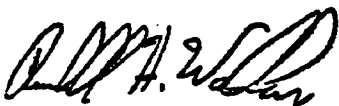
Nolen
Motion was approved to DENY appeal, thus allowing application, subject to the following conditions:

1. First floor to be set back 18 inches from the south property line.
2. Second floor to be set back 5 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.

Motion carried with Briare voting "No."

Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985
To: The City Council
Re: Public Hearing Agenda Item
July 3, 1985 City Council Agenda

IX.

0217

A. ABEYANCE ITEM - V-28-85 - LARRY SHEELER

This item was held in abeyance because the applicant was not present to answer questions of the Council. At the previous meeting, it was necessary to hold this item in abeyance due to a 2-2 tie vote. The application involves an appeal by a protestant to the action of 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 for 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. 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 Avenue in this area except to the northeast there is developed R-4 and 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)

City Council Action at the June 19, 1985 Meeting: Held in Abeyance - unanimous vote.

City Council Action at the June 5, 1985 Meeting: Motion by Councilman Nolen to deny the appeal (with an additional condition added that a rain gutter be installed on the west side of the proposed office addition) resulted in a 2-2 tie vote, Nolen and Lurie - Yes; Mayor and Bunker, No; (Levy excused).

SEE ATTACHED LOCATION MAP



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CITY COUNCIL
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ITEM

Council Action

Department Action

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

(ABEYANCE ITEM)

2:11

- B. VAC-2-85 - Petition of Vacation submitted by BEN F. WITSELL, ET AL, to vacate U. S. Government Patent Reservations generally located east of Rock Springs Drive approximately 300 feet south of Washington Avenue.

Planning Commission unanimously voted for APPROVAL.

Staff Recommendation: APPROVAL

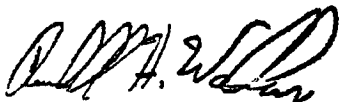
PROTESTS: 0

Lurie -
APPROVED as recommended by Planning Commission and Staff.
Unanimous

Clerk to notify and Planning to proceed.

Randy Black appeared and represented the applicant.

No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
 Re: Public Hearing Agenda Item
 July 3, 1985 City Council Agenda

IX.

B. ABEYANCE ITEM - VAC-2-85 - BEN F. WITSELL, ET AL

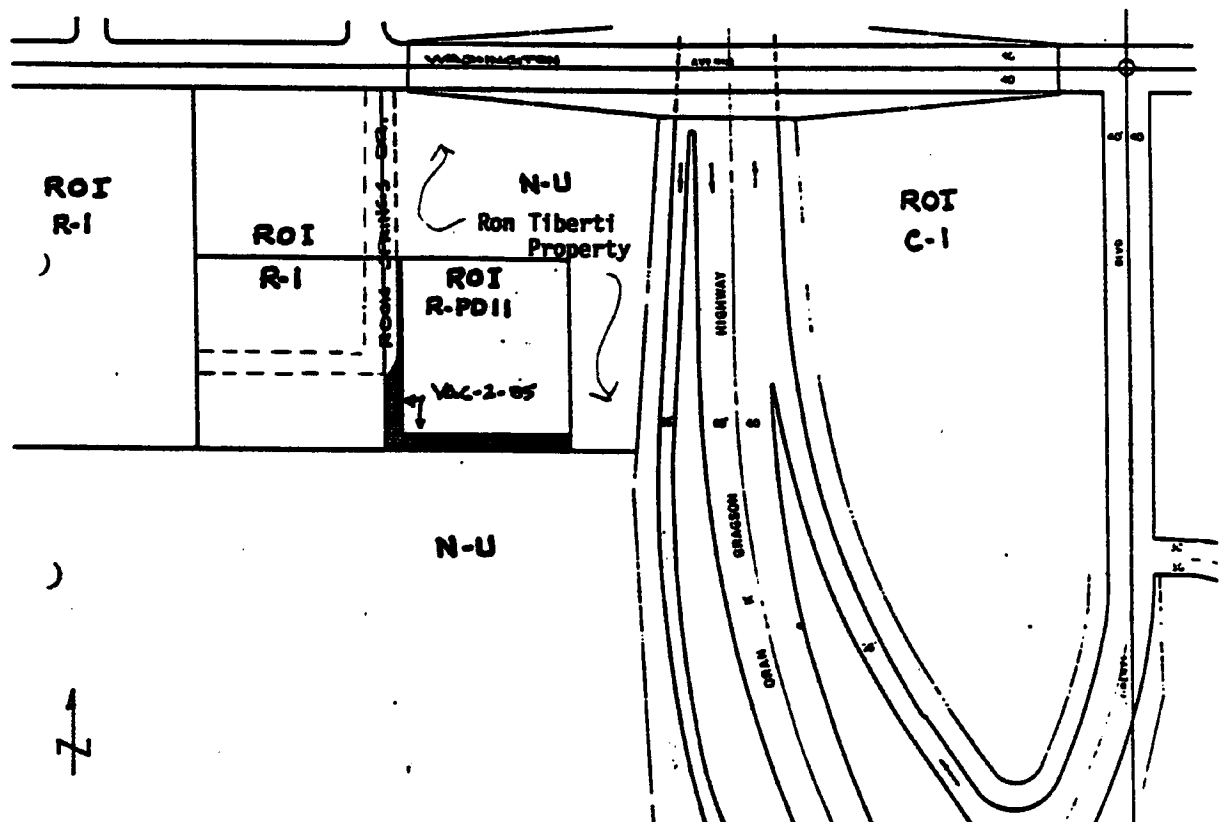
The application was held in abeyance for the applicant and the adjoining property owner, Ron Tiberti, to meet regarding the need for a street along the south side of the property where the Government Patent Reservations are requested to be vacated. Mr. Tiberti appeared at the meeting and indicated his land to the east is relatively narrow and a street was needed on the south side of the applicant's property for access. This matter of a street was not requested or discussed at the Planning Commission meeting. If a street is placed on the south side of the property, it will be necessary to extend Rock Springs Drive south to connect to it. Therefore, the only portion of this request that should then be approved is the east 5 feet of the west 30 feet.

The vacation involves U. S. Government Patent Reservations along the west and south sides of the property located east of Rock Springs Drive, approximately 300 feet south of Washington Avenue. The vacation is for a portion of the west 30 feet of this parcel and for the south 30 feet. An R-PD11 development is approved on the property for a condominium project.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

PROTESTS: 0



0221

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AGENDA*City of Las Vegas*

CITY COUNCIL
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ITEM

Council Action

Department Action

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

- 2:16 C. VAC-3-85 - Petition of Vacation submitted by the CITY OF LAS VEGAS, a Municipal Corporation, to vacate U. S. Government Patent Reservations, generally located on the east side of Upland Boulevard, approximately 330 feet north of Cory Place.

Planning Commission unanimously voted to refer this item with a recommendation of APPROVAL.

Staff Recommendation: APPROVAL

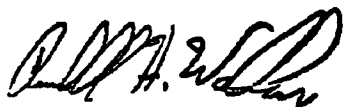
PROTESTS: 0

Lurie -
APPROVED as recommended by Planning Commission and Staff.
Unanimous

Planning to proceed.

No one appeared in opposition.

APPROVED AGENDA ITEM



0222

The map shows a grid-like street pattern. Major roads include Cony Place running horizontally across the middle, Upland Street running vertically along the left side, and Blvd running horizontally at the bottom. Other streets shown are St, Railroad, and Mohawk. Landmarks such as the Red Rock Swim Club, Murch, Shoppe, Rest Shops, and Parking areas are marked. Zoning districts are labeled throughout, including C-V, R-1, R-CL, C-1, VOC-3-BB, and R-2. Specific lots are numbered, and some contain symbols like circles or squares representing buildings or trees. A north arrow is located in the upper right quadrant.

AGENDA*City of Las Vegas*

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CITY COUNCIL
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ITEM	Council Action	Department Action
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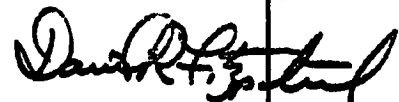
X. <u>COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT</u> <u>HAROLD P. FOSTER, DIRECTOR</u>		
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The items listed below, where appropriate, have been reviewed by the various City departments including sanitary sewer, storm drainage, Department of Design 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*

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CITY COUNCIL
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ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)**

7. Repair any damage to the existing street improvements resulting from this development as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

8. Provision of fire hydrants and water flow as required by the Department of Fire Services.

All subdivision items shall conform to the following general conditions:

Tentative Maps:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.

2. Street names to be provided in accord with the City's Street Name Policy.

3. Subject to all conditions of City departments and State Subdivision Statutes.

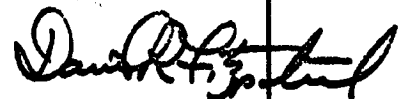
Final Maps:

1. Conformance with the tentative map.

All Vacations shall conform to the following general conditions:

1. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom.

APPROVED AGENDA ITEM



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CITY COUNCIL
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ITEM

Council Action

Department Action

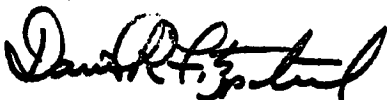
X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

2. Conformance to code requirements and design standards of all City departments.
3. Vacation shall not be recorded until all of the above conditions have been met.
4. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM



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ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

- * CONSENT ITEMS - A, B, AND C may be acted upon in one motion.

Staff recommends approval of all items. The Planning Commission has recommended approval on Items A and B (subdivision maps). Any item may be discussed at the Council's discretion.

2:17

A. TENTATIVE MAP*1. Tenaya III (Revised)**

Property generally located on the northwest corner of Westcliff Drive and Tenaya Way, N-U Zone (under Resolution of Intent to R-CL).

Owner: Thomas T. Beam & Foothill Investment

Subdivider: Plaster Development Co.

No. of Acres: 19.02 No. of Lots: 112

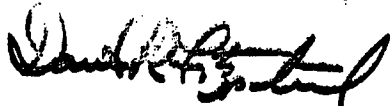
Subject to the following conditions:

1. Conformance to the conditions of approval for Z-57-84, and the plot plan review.
2. No vehicular access to Westcliff Drive and Tenaya Way from the abutting lots.
3. If a wall is constructed on an exterior boundary street, the CC&Rs shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, C-2 and D-1 as
recommended.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

0227

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

*A. TENTATIVE MAP

1. Tenaya III (Revised)

The tentative map conforms to the subdivision regulations and to the approved zoning plan. The map is for a proposed R-CL development.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

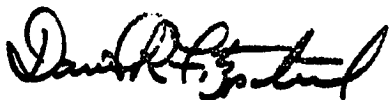
July 3, 1985

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
*A. <u>TENTATIVE MAP</u> <u>2. ABEYANCE ITEM - Redrock Springs Condominiums</u> Property generally located on the east side of Rock Springs Drive, south of Washington Avenue, N-U Zone (under Resolution of Intent to R-PD11). Owner: Ben F. Witsell, Et Al Subdivider: Diversified Development No. of Acres: 2.48 No. of Units: 28 Subject to the following conditions: 1. Conformance to the conditions of approval for Z-61-84. 2. Subject to the recordation of VAC-2-85. 3. A directional sign shall be required at the primary entrance on Rock Springs Drive depicting the location and address or the building number of each structure within the development.	Lurie - APPROVED Items A-1, A-2, B-1, B-2, B-3, C-1, C-2 and D-1 as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

0229

*A. TENTATIVE MAP

2. ABEYANCE ITEM - Redrock Springs Condominiums

The map was held in abeyance because the vacation of the U. S. Government Patent Reservations was also held in abeyance. If the Vacation request, VAC-2-85, (Item IX. A.) is approved on the public hearing portion of this agenda, then this map can also be approved. The map conforms to the subdivision regulations and to the zoning plan for this proposed R-PD11 development.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

***B. FINAL MAP**

**1. ABEYANCE ITEM - Redrock Springs
Condominiums**

Property generally located on the east side of Rock Springs Drive, south of Washington Avenue, N-U Zone (under Resolution of Intent to R-PD11).

Owner: Ben F. Witsell

Subdivider: Diversified Development Co.

No. of Acres: 2.5 No. of Units: 28

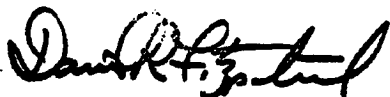
Subject to the following conditions:

1. Approval of the tentative map.
2. Conformance to the conditions of approval for the tentative map.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, C-2 and D-1 as
recommended.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

0231

*B. FINAL MAP

1. ABEYANCE ITEM - Redrock Springs Condominiums

This map was held in abeyance because the tentative map and the vacation of U. S. Government Patent Reservations on this property were held in abeyance. The Vacation (Item IX. A.) and the tentative map (Item X.A.2) are both on this agenda and if they are approved, this final map is in order to also be approved. The map conforms to the tentative map.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*B. FINAL MAP2. Tenaya II, Unit 2

Property generally located on the south side of Washington Avenue and east of Tenaya Way, N-U Zone (under Resolution of Intent to R-CL).

Owner: Thomas T. Beam

Subdivider: Plaster Development Co.

Number of Acres: 9.58 Number of Lots: 44

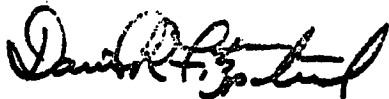
Subject to:

1. Conformance with the conditions of approval for the Tentative Map.
2. Unit 1 and/or Unit 3 must be recorded prior to the recordation of Unit 2.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, C-2 and D-1 as
recommended.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

X. 0233

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

*B. FINAL MAP

2. Tenaya II, Unit 2

The final map conforms to the approved tentative map and subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*B. FINAL MAP3: Tenaya II, Unit 3

Property generally located on the southeast corner of Washington Avenue and Tenaya Way, N-U Zone (under Resolution of Intent to R-CL)

Owner: Thomas T. Beam

Subdivider: Plaster Development Co.

No. of Acres: 5.19 No. of Lots: 22

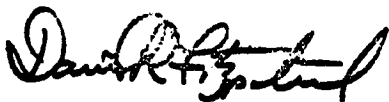
Subject to:

1. Conformance with the conditions of approval for the Tentative Map.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, C-2 and D-1 as
recommended.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

0235

*B. FINAL MAP

3. Tenaya II, Unit 3

The final map conforms to the approved tentative map and subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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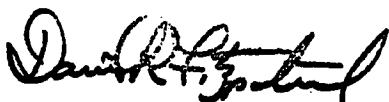
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*C. RELEASE OF BOND

1. Location: 1511 & 1513 N. A St.
 Use: Off-Sites
 Builder: Universal Building Contractors
 Surety Co.: SAFECO Ins. Co.
 Amount: \$7,400.00
 Bond No.: 4371215 (CLV 19-82)

Lurie -
 APPROVED Items A-1,
 A-2, B-1, B-2, B-3,
 C-1, C-2 and D-1 as
 recommended.
 Unanimous

Clerk to notify
 and Planning to
 proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

0237

*C. RELEASE OF BOND

1. 1511 & 1513 N. A Street - Universal Building Contractors

The offsite improvements at the above locations 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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ITEM Council Action Department Action

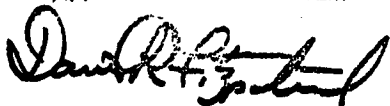
**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*****C. RELEASE OF BOND**

2: Location 1001 Pecos (previously
901 E. Washington)
Use: Off-sites-Palm Village
Apartments
Builder: Property Developers of
Nevada
Surety Co.: None - Cash Deposit
Amount: \$36,000.00
Bond No.: CLV 45-84

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, C-2 and D-1 as
recommended.
Unanimous

Planning to
proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

0239

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

*C. RELEASE OF BOND

2. 1001 Pecos - Palm Village Apartments

The offsite improvements at the above location has been completed, inspected and accepted. Therefore, it is in order to release the bond for this work.

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

July 3, 1985

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)D. ENCROACHMENT REQUEST1. American West Development - Bayside Circle

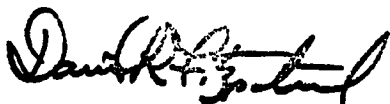
Request for an Encroachment Agreement to encroach into public right-of-way in Bayside Circle.

Staff Recommendation: APPROVAL, subject to a two-year review.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, C-2 and D-1 as
recommended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X₆

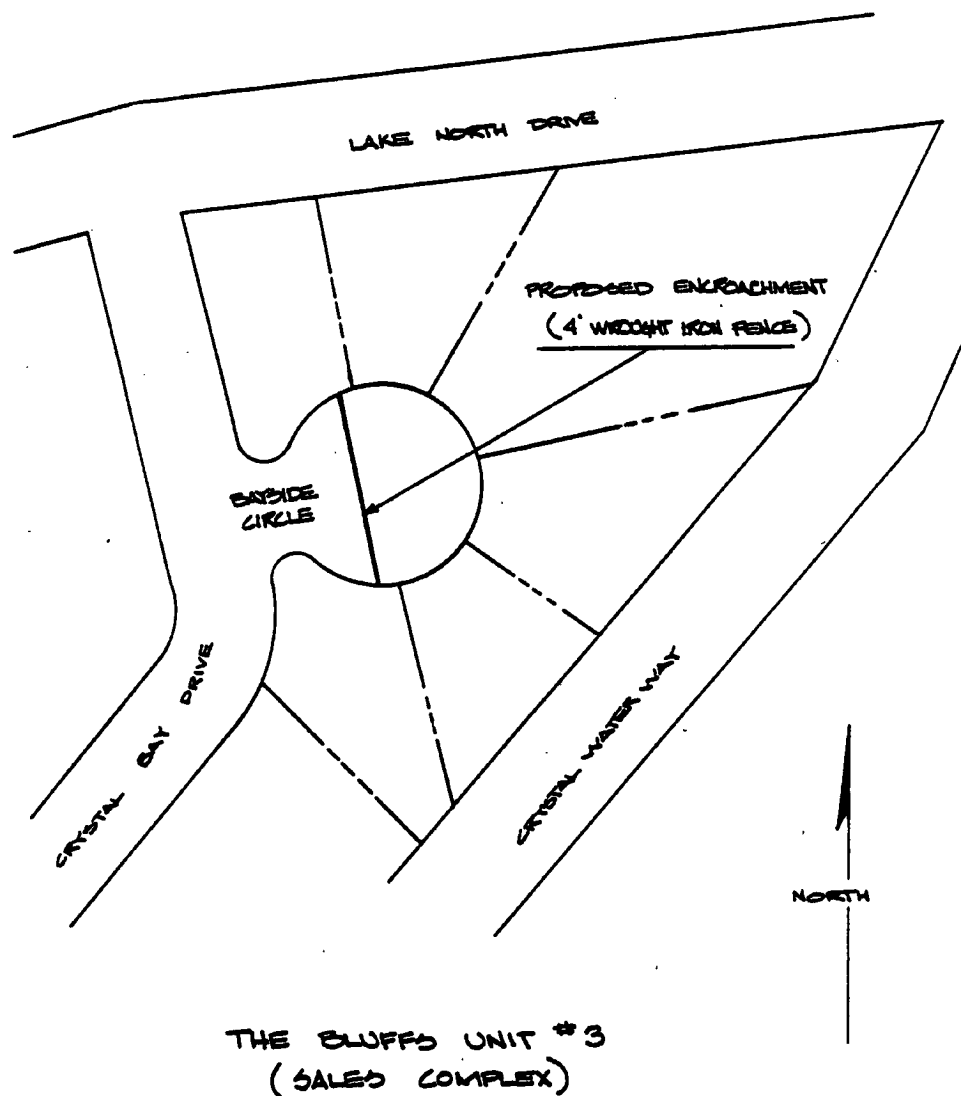
0241

D. ENCROACHMENT AGREEMENT

1. American West Development - Bayside Circle

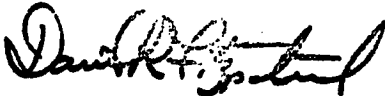
The request is for an Encroachment permit to allow a temporary four foot high wrought iron fence to be installed across the cul-de-sac of Bayside Circle. The fence will be used to protect the model home area for this new subdivision development. A similar request was approved at your last meeting which was limited to a two year review.

Staff Recommendation: APPROVAL, subject to a two year review



AGENDA*City of Las Vegas* July 3, 1985CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
2:18		
E. <u>EXTENSION OF TIME</u> <u>1: Z-53-80 - CHEYENNE PARTNERSHIP</u> Request for an Extension of Time on property generally located on the north side of Cheyenne between Bronco and Jones Boulevard, N-U Zone (under Resolution of Intent to C-1). Planning Commission unanimously voted to recommend APPROVAL, subject to the following conditions: 1. This Extension of Time shall expire on June 6, 1986. 2. Conformance to all ordinance amendments enacted subsequent to the original approval. Staff Recommendation: APPROVAL	Lurie - APPROVED as recommended by Planning Commission and Staff. Unanimous	Clerk to notify and Planning to proceed.
APPROVED AGENDA ITEM		
		

CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

0243

E. EXTENSION OF TIME

1. Z-53-80 - CHEYENNE PARTNERSHIP

This item is related to the next two items on the agenda. The applicant is requesting an Extension of Time on all three applications, which involve a proposed shopping center and office development. The applicant requested a two year extension, however, only a one year extension is being recommended. This is the fourth request for an extension on the proposed shopping center. A small bank facility has been constructed on the property. The applicant indicated development has been slow over the past few years due to the economy. Staff feels the approved zoning is proper for this site at the intersection of two major streets.

Planning Commission Recommendation: APPROVAL, subject to a one year extension

Staff Recommendation: APPROVAL, subject to a one year extension

AGENDA*City of Las Vegas*

July 3, 1985

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

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ITEM	Council Action	Department Action
X. <u>COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)</u>		
2:19 E. <u>EXTENSION OF TIME</u> <u>2. Z-38-82 - CHEYENNE PARTNERSHIP</u> Request for an Extension of Time on property generally located north of Cheyenne between Bronco and Jones Boulevard, N-U Zone (under Resolution of Intent to C-1). Planning Commission voted unanimously to recommend APPROVAL, subject to the following conditions: 1. This Extension of Time shall expire on June 6, 1985. 2. Conformance to all ordinance amendments enacted subsequent to the original approval Staff Recommendation: APPROVAL	Lurie - APPROVED, subject to the conditions. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

0245

E. EXTENSION OF TIME

2. Z-38-82 - CHEYENNE PARTNERSHIP

This item relates to the previous item and the next item on your agenda. The applicant constructed a veterinarian clinic on most of the parcel and the east 10' is to be developed as a driveway in conjunction with an office building as part of the shopping center on the previous item (Item X.E.1.). If the extension is granted on the previous item, then it would be appropriate to approve this request.

Planning Commission Recommendation: APPROVAL, subject to a one year extension

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)E. EXTENSION OF TIME3. Z-31-84 - CHEYENNE PARTNERSHIP

Request for an Extension of Time on property generally located on the north side of Cheyenne between Bronco and Jones Boulevard, N-U Zone (under Resolution of Intent to P-R, R-D and C-1).

Planning Commission voted unanimously to recommend APPROVAL, subject to the following conditions:

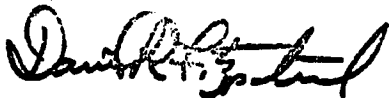
1. This Extension of Time shall expire on June 6, 1986.
2. Conformance to all ordinance amendments enacted subsequent to the original approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recommended by Planning Commission and Staff, subject to the conditions.
Unanimous

Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

0247

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

E. EXTENSION OF TIME

3. Z-31-84 - CHEYENNE PARTNERSHIP

This item is related to the two previous items. This is the first request for an extension. The approved C-1 zoning in this application is to expand the shopping center as approved under Item X.E.1. If that item is approved, this item can be approved as part of that development.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas* July 3, 1985CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:20

E. EXTENSION OF TIME4: Z-51-84 - J. T. MORAN, JR. ON BEHALF
OF UHS LAS VEGAS PROPERTIES, INC./
VALLEY HOSPITAL

Request for an Extension of Time on property generally located on the southwest corner of Goldring and Shadow Lane, R-E Zone (under Resolution of Intent to P-R).

Planning Commission voted unanimously to recommend APPROVAL, subject to the following conditions:

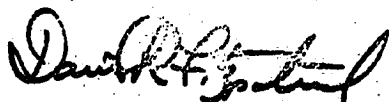
1. This Extension of Time shall expire on August 1, 1986.
2. Conformance to all ordinance amendments enacted subsequent to the original approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recommended by Planning Commission and Staff, subject to the conditions.
Motion carried with Levy abstaining from voting.

Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM



TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

E. EXTENSION OF TIME

4. Z-51-84 - J. T. MORAN, JR. ON BEHALF OF UHS LAS VEGAS PROPERTIES, INC./VALLEY HOSPITAL

This is the first request for an Extension of Time by Valley Hospital for the proposed parking lot. The development will provide additional parking facilities for the hospital and adjoining medical offices. The applicant indicates a permit will be obtained very shortly for the paving.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)F. PLOT PLAN REVIEW1. Z-55-72(11) - DONREY OUTDOOR

Request for a Plot Plan Review and Review of Condition to allow a billboard on property generally located on the south side of Sahara Avenue, 150' east of Rye, R-1 Zone (under Resolution of Intent to C-1).

Planning Commission unanimously voted to DENY this item; if approved, subject to:

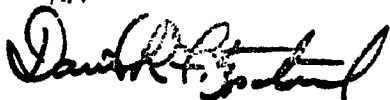
1. Conformance to the plot plan.
2. All structural elements, attached to the vertical support shall be screened from view. Display surface panels may be removed for the purpose of modifying the advertising message, but in no case shall the underlying structural elements be exposed for more than 15 days.

Staff Recommendation: DENIAL

Nolen -
DENIED as recom-
mended by Planning
Commission and
Staff.
Unanimous

Clerk to notify
Tom Lego, Donrey
Outdoor, 1211 West
Bonanza Road,
appeared and
represented the
application.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 3, 1985

0251

TO: The City Council
RE: Community Planning and Development Agenda Item
July 3, 1985 City Council Agenda

X.

F. PLOT PLAN REVIEW

1. Z-55-72(11) - DONREY OUTDOOR ADVERTISING

The request is to allow a billboard on a vacant parcel of land where the condition of approval of the C-1 zoning prohibited billboards. The property is located on the south side of Sahara, 150 feet east of Rye Street. At the time the zoning was approved, there was concern about the exposure of the sign to the developed R-1 to the south, because this property has a relatively shallow depth of 133 feet. The Planning Commission felt that nothing had changed in the area to warrant removal of this condition and that a billboard would be inappropriate on this property.

Planning Commission Recommendation: DENIAL

Staff Recommendation: DENIAL

AGENDA*City of Las Vegas*

July 3, 1985

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)2:24 G. ZONE CHANGE1. Z-33-85 - CARL PON, TRS.

Application for reclassification of property generally located on the north side of Lake Mead Boulevard, 850 feet west of Torrey Pines Drive.

From: N-U (Non-Urban) (under Resolution of Intent to R-PD12)

To: R-3 (Limited Multiple Residence)

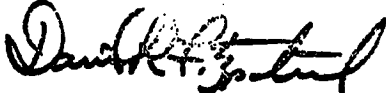
Proposed Use: Apartments

Planning Commission unanimously voted to recommend APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve month time limit.
2. Application be amended to R-PD15.
3. Waiver of the minimum five acre site requirement.
4. The revised plot plan to be approved by the Department of Community Planning and Development.
5. Dedicate 50 feet of right-of-way for Lake Mead Boulevard as required by the Department of Design and Development.
6. Install street improvements on Lake Mead Boulevard as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

(continued)

APPROVED AGENDA ITEM



Levy -
APPROVED as recommended by Planning Commission and Staff.
Unanimous

Clerk to notify and Planning to proceed.

Carl Pon appeared and represented the application.

No one appeared in opposition.

AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)****G. ZONE CHANGE****1. Z-33-85 - CARL PON, TRS. (Continued)**

7. Provide a paved access on dedicated right-of-way to the property as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.

8. Conformance to the elevations.

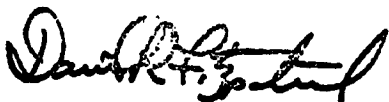
Staff Recommendation: APPROVAL - with the application amended to R-PD15.

PROTESTS: 0

APPROVED
See Page 43

See Page 43

APPROVED AGENDA ITEM



TO: The City Council
 RE: Community Planning and Development Agenda Item
 July 3, 1985 City Council Agenda

G. ZONE CHANGE

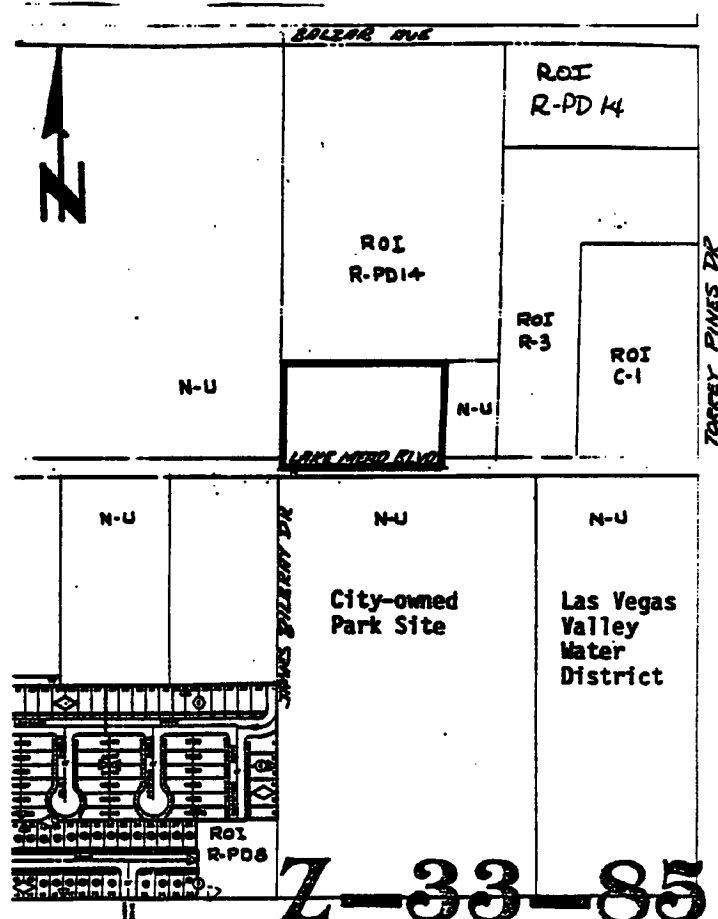
1. Z-33-85 - CARL PON, TRS.

The request is to rezone this property on the north side of Lake Mead Boulevard, 850 feet west of Torrey Pines Drive from R-PD12 to R-3. The purpose of this application is to increase the density from 12 to 18 units per gross acre. The parcel is just under 4 acres in size. The R-PD12 will allow 47 units and there would be 72 units in the requested R-3. It is proposed that 16 one bedroom, 48 two bedroom and 8 three bedroom units would be constructed. All the buildings will be two story and 92 parking spaces will be provided where 88 are required. There is approved R-PD14 to the north and R-3 and C-1 to the east. The R-3 to the east is equivalent to an R-PD15 density and due to the amount of multi-family zoning which has been approved to the east and north, staff felt the density on this site should not exceed the density which has been approved on the adjacent properties. Staff recommended the application be amended to R-PD15 which would allow approximately 60 units, twelve less than the requested 72. The applicant's representative indicated it preferred to be allowed to construct the 72 units. The R-PD zone requires a five acre minimum site and a waiver is in order.

Planning Commission Recommendation: APPROVAL, subject to the application being amended to R-PD15.

Staff Recommendation: APPROVAL, subject to the application being amended to R-PD15.

PROTESTS: 0



AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:26

G. ZONE CHANGE2. Z-92-84 - BECKER & SONS

Application for reclassification of property generally located on the northeast corner of Vegas Drive and Jones Boulevard.

From: R-1 (Single Family Residence)

To: C-1 (Limited Commercial)

Proposed Use: Retail Store

Planning Commission unanimously voted to recommend APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve month time limit.
2. Install street improvements on Vegas Drive and sidewalks on Jones Boulevard as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.
3. Installation of a 6 foot high wall along the east and north sides, stepped down to 4 feet high, with the top 2 feet 50% open within the front 15 feet.
4. Recording of a parcel map.

Staff Recommendation: DENIAL

PROTESTS: 14

Levy -
APPROVED, subject to the conditions recommended by the Planning Commission and subject to the further conditions that the Applicant's letter to the City Councilmen dated June 26, 1985, and the four attachments thereto, be made a part of the record of this meeting and that the Applicant be bound by the promises in its letter of June 18, 1985, to the neighboring property owners. Motion carried with Lurie and Bunker voting "No."

Clerk to notify and Planning to proceed.

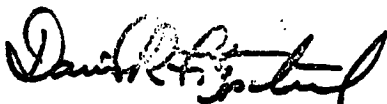
Ernie Becker, Sr. appeared and represented the application.

Walter J. Eutize, Chief Auto Parts, and Steve Kalb appeared in favor.

No one appeared in opposition.

NOTE: A verbatim transcript made a part of the final minutes.

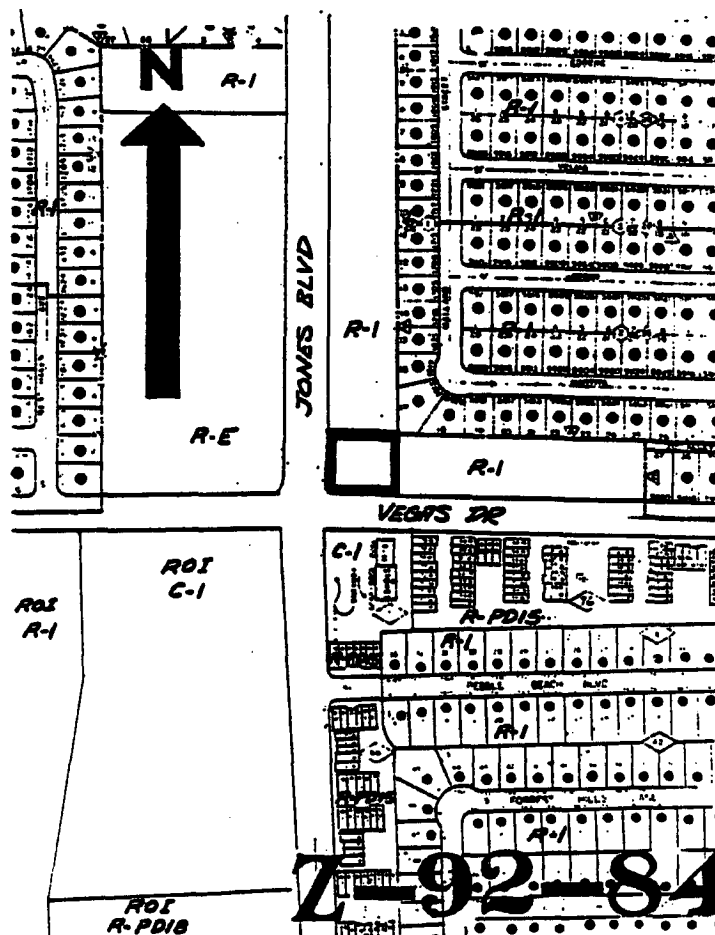
APPROVED AGENDA ITEM



x.

2. Z-92-84 - BECKER & SONS

PROTESTS: 14 (8 letters, 6 at meeting)



ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699

(702) 878-1903 • (800) 634-6105

June 26, 1985

Councilman Robert Nolen
City Council
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Bob:

I'm writing you this letter to urge you to vote in favor of Zoning Application Z-92-84. This is a zone change from R-1 to C-1 for the purpose of building a Chief Auto Parts store. The property has been in escrow for over a year and there has not been any resistance to this zone change from the adjoining residents. However, our first request was included along with additional property to be zoned RPD-18. Because of the higher density request, the Application was denied.

I have separately reapplied for the commercial corner, because the residents were still concerned about what was going to happen to the adjoining property. We requested this Item be referred back to Planning at your February 6, 1985 Council Meeting, so that we could meet with the residents and then proceed to develop a project that might blend more capatibly with their homes.

We have had a meeting, although not well attended, and have been in constant contact with the residents who are the leaders of the neighborhood organization, and feel that we are making some significant progress. Enclosed are copies of the notices and correspondence concerning this project.

This Application was heard at the June 13th Planning Commission Meeting and received a recommendation for approval, although several residents appeared, not in opposition to this Application, but to state on the record that they were concerned that this commercial zoning may in some way make it more feasible for the surrounding property to receive a higher density zoning than they would support. In an effort to relieve their concerns, I have sent all the adjoining property owners a letter, dated June 18, 1985, indicating that this was not our intention. (Copy of that letter is enclosed.)

ERNEST A. BECKER
BETTY W. BECKER
ERNEST A. BECKER, JR.
BARRY W. BECKER
RANDALL L. BECKER
BRUCE F. BECKER



Councilman Robert Nolen

Page 2

June 26, 1985

I will not be able to attend the Council meeting on July 3rd and I am sending this letter in an effort to refresh your memory of the course of events that have taken place in the last year concerning this property.

Again, I urge you to vote in favor of this Application.

Yours truly,

BECKER ENTERPRISES



Barry W. Becker

dr

Enclosures

MAYOR BILL BRIARE

COUNCILMEN

RON LURIE

AL LEVY

BOB NOLEN

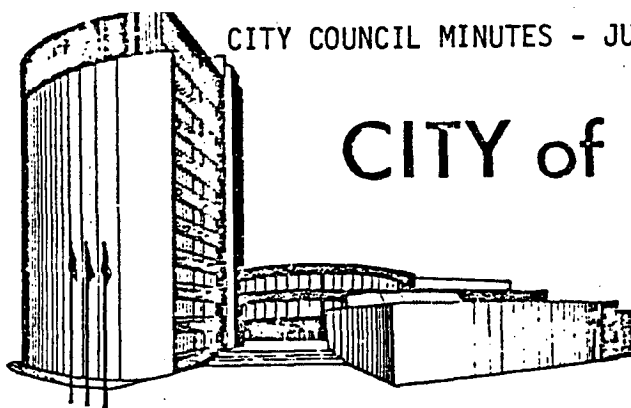
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

June 14, 1985

Becker & Sons
50 S. Jones Boulevard
Las Vegas, Nv 89107

RE: Z-92-84

Dear Sirs:

Your request for reclassification of property generally located on the northeast corner of Vegas Drive and Jones Boulevard, from R-1 to C-1, was considered by the City Planning Commission on June 13, 1985.

The Planning Commission unanimously voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve month time limit.
2. Install street improvements on Vegas Drive and sidewalks on Jones Boulevard as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.
3. Installation of a 6 foot high wall along the east and north sides, stepped down to 4 feet high, with the top 2 feet 50% open within the front 15 feet.
4. Recording of a parcel map.
5. Conformance to the plot plan and elevations.
6. 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 system shall be cause for revocation of a business license.

- continued -



TO: Becker & Sons
RE: Z-92-84

June 14, 1985
Page Two

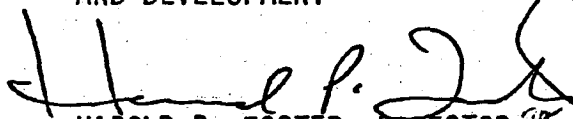
0260

7. 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.
8. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets.
9. Satisfaction of City Code requirements and design standards of all City departments.
10. Approval of the parking and driveway plans by the Traffic Engineer.
11. 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.
12. Provision of fire hydrants and water flow as required by the Department of Fire Services.

This item will be considered by the City Council on July 3, 1985 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council requires you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT



HAROLD P. FOSTER, DIRECTOR

HPF:lm

ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699
(702) 878-1903 • (800) 634-6105

June 18, 1985

Dear Neighbor,

Many of your neighbors testified again at the Planning Commission meeting on June 13th, that the main concern with the commercial zoning for the Chief Auto Parts Store, at the corner of Vegas Drive and Jones Boulevard, is that the zoning may be used to obtain a higher density zoning on the balance of the property we own, both on Vegas Drive and Jones Boulevard, backing up to your homes.

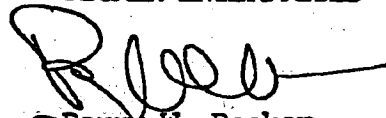
This letter is to let you know that this is not our intention at all. We are in the process of designing a single-story project, with approximately 10 to 12 units per acre, which will be in conformance with the City's New Master Plan Update.

We plan on having 35 to 40 foot setbacks from your rear yard, so as to ensure that there is no invasion of the privacy you now enjoy. Once these plans are completed, you will all be provided a plot plan and will be invited to review the proposed project before a zone change is requested.

Again, please let me state that the commercial zoning for the Chief Auto Parts Store is not intended to be used as a precedence for higher density zoning on the surrounding property. Furthermore, if we ever use that argument in a presentation for rezoning of the surrounding property, please present a copy of this letter to the City of Las Vegas Planning Commission, to indicate that we are violating this understanding and our promise that we have made to you all.

Yours truly,

BECKER ENTERPRISES


Barry W. Becker

BWB:dr

ERNEST A. BECKER
BETTY W. BECKER
ERNEST A. BECKER, JR.
BARRY W. BECKER
RANDALL L. BECKER
BRUCE F. BECKER



ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699

(702) 878-1903 • (800) 634-6105

May 30, 1985

Dear Neighbor:

I am sorry that many of you could not attend the meeting we had concerning the development of the property adjacent to you. We discussed several alternatives and, as a result of the discussions, we are in the process of designing a project that would contain approximately 12 units per acre, with a majority of the units being single story.

Any units that would be more than single story, would have all window openings facing either Vegas Drive or Jones Boulevard so as not to invade the privacy of the existing homeowner.

Our plan is to eliminate the alley and have a 40 foot distance between the existing fences and the closest residing unit. All rubbish containers would be located in an enclosed area, located adjacent to the curb, along Vegas Drive and Jones Boulevard.

In addition to redesigning for the majority of the property, our plans are to continue with the Chief Auto Parts Store at the corners of Vegas Drive and Jones Boulevard. (This zone change only will be heard at the June 13th Planning Commission meeting.)

As soon as the designs for the balance are completed, we will request another meeting to solicit your in-put.

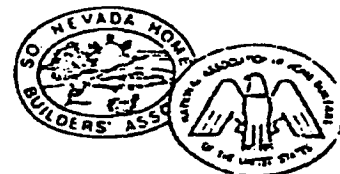
Yours truly,


Barry W. Becker

BWB:dr

cc: City Council Members
cc: Planning Commission Members
cc: Mr. Harold P. Foster, Director
Community Planning & Development

ERNEST A. BECKER
BETTY W. BECKER
ERNEST A. BECKER, JR.
BARRY W. BECKER
RANDALL L. BECKER
BRUCE F. BECKER



ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699
(702) 878-1903 • (800) 634-6105

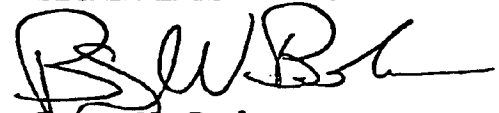
April 20, 1985

Dear Friends:

I would like to invite you to meet with me on Tuesday evening, April 23rd at 7:30 p.m., at the Charleston Heights Bowl, 740 South Decatur Boulevard, in the Carousel Room, to discuss the design of a residential product to be located behind your homes, fronting on Jones Boulevard and Vegas Drive.

Sincerely,

BECKER ENTERPRISES


Barry W. Becker

BWB:dr

ERNEST A. BECKER
BETTY W. BECKER
ERNEST A. BECKER, JR.
BARRY W. BECKER
RANDALL L. BECKER
BRUCE F. BECKER



TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985 - 2:00 P.M. - PAGE 1
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. G. 2. Z-92-84. BECKER & SONS. APPLICATION FOR RECLASSIFICATION OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF VEGAS DRIVE AND JONES BOULEVARD, FROM: R-1 (SINGLE-FAMILY RESIDENCE) TO: C-1 (LIMITED COMMERCIAL) PROPOSED USE: RETAIL STORE.

0264

MAYOR BRIARE:

Z-92-84 is an application by Becker and Sons for application for reclassification of property generally located on the northeast corner of Vegas Drive and Jones Boulevard. The request is to change from single-family residence to C-1, Limited Commercial, for a retail store. Planning Commission's recommendation was for APPROVAL. Staff recommendation was for DENIAL and there were fourteen protests of record at the Planning Commission meeting. We have also some correspondence with respect to this application, all of which will be included in the minutes for this meeting and it would appear -- it would look like it's all in favor because it's from the applicant. Is there -- I know there's someone to speak in favor of it. I think the Council is probably familiar with this application, unless they would like to ask the applicant any questions before we hear from any of those that are here in opposition.

COUNCILMAN BUNKER:

I think we have to have clarification, Your Honor. It was my understanding that when this matter was before us before that the Council sent it back until such time that it came before us as an application covering the entire parcel on Jones and on Vegas Drive and now it's back again in the same form and in the same condition as it was here a couple of months ago. I think the Council needs to clarify our position on this if we're going to act on it again as a single spot zoning or are we going to stick to the same position that we had before of what the applicant's understanding was the last time it was here.

MAYOR BRIARE:

Mr. Becker, can you respond to Councilman Bunker's question or clarification?

ERNEST BECKER, SR.:

Well, I was under the impression that had been worked out the way they resubmitted it -- back at this time -- they are coming back with another -- with the other part of it at another time because there was a considerable amount of change that had to be made and it depended on what you did with the last part as to whether you were going to get this part done, so when you start to spend \$30,000 to land plan and to put something out and then find out that, well, that's fine, but now we don't want to have the service, I mean, the Checker Station

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ERNEST BECKER, SR.:

there, the Checker deal, then you have to go back and spend some more money to redo it and I thought that's been worked out and the way it came through. Barry handled all of that, but I thought that was why it was back in here to see if that was approved and then we'd go ahead and have the rest of it done with that part out of it, which would then not be part of a residential --

COUNCILMAN LEVY:

May I ask a question, Mr. Becker? There is some discussion and the applicant indicated that the balance of the property would be 10 to 12 to the acre, one level, one story. Is that what you are proposing for the balance of the property?

ERNEST BECKER, SR.:

That's what's coming in for the balance of the property.

COUNCILMAN LEVY:

That is the balance of the property.

ERNEST BECKER, SR.:

Yes, but, Al, what I'm trying to say is that the way they plan it and do it, if the corner is in it for residential, which isn't quite so well and we have to really spend some time to change that, I understood that they were working it through that if the corner came in and was approved for business, then go ahead and get all the dollars spent to do the other part to come in for it and meet with your new zoning is with it instead of the 18 or 19 or 20, whatever it was, to the 12% that was coming in at that time.

COUNCILMAN LEVY:

Would you be objectionable to put a deed restriction on the balance of the property that will allow R-PD10 or 12, single story. If we approve it, that's one of our conditions here today.

ERNEST BECKER, SR.:

How long do you want to have that deed restriction be there, Al?

COUNCILMAN LEVY:

Ten years.

ERNEST BECKER, SR.:

Okay. I'm now seeing what we're doing here is what's happening in Houston where it gets to be farm land and then it used to be residential, then it used to be 3 or 4 units to the acre, and then it used to be 20 units to the acre and now it's --

COUNCILMAN LEVY:

If you build those units on that property, your economics of building units on a property will certainly --

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ERNEST BECKER, SR.:

But a deed restriction, and once you put it on and you don't have a time limitation on it is there and if such were the case with the property, it should not be strung that way and we have no problem with a ten year limitation.

COUNCILMAN BUNKER:

Well, I think we have more problems then just whether it's going to be single story or 10 or 12. I think we have a drainage problem there and I think we have an alley problem and I think there are a number of things that those citizens are entitled to know as to what's going to happen to this entire piece of property. It was my definite understanding that we had with Barry Becker that this would not come back until it was planned for the whole parcel and I can't understand -- it's hard for me to realize that \$30,000 figure just to come in with a plot plan and specifics on what you're going to do with the rest of the property. It is my understanding that --

ERNEST BECKER, SR.:

Wait a minute. We have a tremendous problem. Number one: the sewer is in the alley. The City regulations that you have require a sewer easement now to be paved.

COUNCILMAN BUNKER:

But the alley isn't dedicated.

ERNEST BECKER, SR.:

I understand that, but --

COUNCILMAN BUNKER:

Are you going to vacate the alley? What's it going to be?

ERNEST BECKER, SR.:

That's what you want to have done.

COUNCILMAN BUNKER:

I just want to know what your plans are.

ERNEST BECKER, SR.:

We're going to change it and try to get the City to approve it and take over the maintenance of that particular part of it because to make all of those houses change and drain to the front instead of the back, we're talking some dollars and I just didn't shake a figure and grab it to grandstand here and say "hey, here's so many thousand dollars." Those houses all drain to that alley as far as the sewer is concerned and there's a lot of effort and a lot of work has to be done to change that which can be done and there's no problem, there's no problem to limit it to 12 to the acre. There's no problem to eliminate the alley because I think the City

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ERNEST BECKER, SR.:

would go along with it, but there is a regulation that doesn't have it and I think if we get this zoned, we know we've got it and then we go zoom that other part -- we'll have in a short period of time, we'll have 12, 10 to 12 units into that area and it will be done. There won't be a drainage problem. There's not a drainage problem there now, to my knowledge.

COUNCILMAN BUNKER:

Well, I think that's subject to -- certainly now that it's built up along Vegas Drive with a berm along there it's not as bad as it was, but it ran back in torrents back to the alley and then onto Saylor Way and right through the houses on Saylor Way.

ERNEST BECKER, SR.:

I understand that particular part of it, but I'm saying that our -- you know, bring some dirt -- the water and that part back and keeps it from, other than the nuisance water that would go down that alleyway.

COUNCILMAN BUNKER:

Well, are you going to raise the elevation on the north to where the water will drain to the street?

ERNEST BECKER, SR.:

It can't drain to the street. No. It has to drain on our property -- it would have to drain down our property outside.

COUNCILMAN BUNKER:

And down the alley.

ERNEST BECKER, SR.:

And the alley is designed for it to do that. You want to eliminate the alley. The minute we --

COUNCILMAN BUNKER:

I'm not saying what I want to do. I just want to know what you're going to do so the citizens will know and they can make a judgement.

ERNEST BECKER, SR.:

I want you to understand that you make a drainage ditch other than cement, asphalt, something smooth. If you have vegetation there, vegetation catches the dust as it grows. You can go right up to Jones and Washington and look at lawns that are this high up on the curb because that's what happens if you don't take care of it. You have a problem, but to maintain drainage to be sure it doesn't go through that part of it, all of the property, water, that comes down that does not fall on that property will be kept on the streets. The property -- the water that falls on the property theoretically by the law goes the natural drainage that it does.

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COUNCILMAN BUNKER:

Well, all I know is that Barry told me that it would be a solid wall placed where the alley is now vacated on Vegas Drive and that the water from that property itself would drain to the street. Now --

ERNEST BECKER, SR.:

It would drain to the street, but not to the front of the lot. There's a difference from what you said, Mr. Bunker, as to what you say the front of the lot or to the street because there's a side street.

COUNCILMAN BUNKER:

Well, my whole position on this application is that I thought we had a very clear understanding with the entire Council that we would not act on this as a separate C-1 application; that we wanted an application on all the property. That was my position.

ERNEST BECKER, SR.:

I can't answer that part because I was under the impression that that was worked out and if they got this they would get the other part all done.

COUNCILMAN LURIE:

Ernie, I'll try to clarify that. I was here, I was here through those discussions and the discussions the last time we turned this down was you'd bring a complete plan in of the entire piece of property.

ERNEST BECKER, SR.:

Ron, I was here when that happened.

COUNCILMAN LURIE:

That's right.

ERNEST BECKER, SR.:

I'm not arguing that part.

COUNCILMAN LURIE:

So far we haven't seen that. We've just --

ERNEST BECKER, SR.:

My understanding was that the problems that we ran across to do it was we have to know whether we design with a piece of ground on the corner not to be in within the product. If we design ours with not having it in there, it's hard to add it to it. Now, we're willing to do all of these things, but I was under the impression that had been worked out, to get this done, to go back the other way. I --

COUNCILMAN LURIE:

It hasn't been worked out to my satisfaction. I agree with Councilman Bunker that it's not a complete application.

ERNEST BECKER, SR.:

I can't answer that particular part of it. I'm only saying that we agree to everything that they

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ERNEST BECKER, SR.

say you have to do, but what we're doing, I'm saying that the City has to say, a sewer easement does not have to have a solid covering on it. It can be maintained in that part. I'm assuming the City will do it if the City Fathers are sitting here and saying we want it done. You know, I kind of think that should happen. That's all I can say with it and we kind of have maybe a chicken and egg. I've probably taken way too much time, but if in essence the indications are that it's going to happen, we would have all of that drawn and all of it in. Barry took it over, I can't answer for him.

MAYOR BRIARE:

Mr. Foster, all of the property at this moment while we're here in this Council meeting is zoned R-1?

HAROLD FOSTER:

Yes.

MAYOR BRIARE:

And it's a large "L" shaped fronting on Jones Boulevard and Vegas Drive. Mr. Becker is asking for the corner to be changed to C-1 for the purpose of a Chief's Auto Parts or Checker or whatever you said. Now, if that were to be considered -- after listening to the folks that are opposed to Chief's Auto Parts as some future application -- you know whatever the disposition is today, you know, that remains to be seen -- why are we insisting on talking about all the rest of the property? I was here for that meeting too, Councilman Lurie, and I'm sure it was sent back -- our indications here are that it was sent back to try and convince the neighbors that this was not going to set a precedent for higher multiple units up and down the street other than the Chief Auto Parts. In my mind for right now until we hear from those who are protesting -- in my mind, it's none of our affair right now to talk about the rest of the property. That comes at a future meeting. It'll be some future Planning Commission, some future City Council and I think it might be a little bit unfair if we're going to receive arguments against this from the neighbors in the area and those arguments prevail, then that, of course, settles it once and for all. I hate to get talking about an application that's not even before us. Unless it was taken as a

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MAYOR BRIARE:

commitment. If that was taken as a commitment back when it was referred --

COUNCILMAN LURIE:

What you're looking at -- what you're looking at is the same property owner and he's just taking out one long square for the commercial. All we ask for is show us the plan for the R-PD-10 or 12 or whatever he wants to put in and bring it in. Show us the proper drainage and what he wants to do with the alley and and it'll probably be no problem.

MAYOR BRIARE:

I understand. I understand, Ron. I'm not trying to -- I'm not trying to take the position of the property owner here. He's been around here more years than I have. He can handle himself very well, but, you know, if you want to be theoretical about it, supposing that that corner piece of property was sold to somebody and -- it happens all the time -- and they came in here and asked for a Chief Auto Parts. I should think that we should consider this based on the application of that corner piece of property, but again I'm just -- Mr. Becker, do you have anything more at this point to add before we ask for those folks that are here?

ERNEST BECKER, SR.

No. Barry has sent a letter out on June the 18th to those property owners telling them what they did because not very many showed up at the meeting that he had to talk to them about it. I can, in essence, if a line drawing will show it, I can sure come back here at the next meeting to show you where the drainage will go. I can certainly tell you approximately within one unit of how many units you're going to have on it. I can also tell you basically what you're going to have that's going to cover a sewer easement, but the sewer easement if you eliminate the alley has got to be something that the Public Works Department approves because there is no way you can take up that easement and that sewer line and then have all the people drain their elevates out to the front and you put a sewer line in the street in front of all those houses and tear up all the pavement to accomplish the fact -- to accomplish that. There is no sewer in the front of their street. It's within probably 40 to 60 feet of their property. I can get that done.

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MAYOR BRAIRE: Well, Mr. Becker, before we consider the problem --

ERNEST BECKER, SR. To show you that, that's not a problem.

MAYOR BRIARE: Before we consider that, we better listen to some folks that are here to speak in opposition because we have this application before us. Is there anyone here that wishes to speak in opposition to this request by Becker & Sons? Well, good, then have the record reflect that no one showed for that objection. Do you feel --

COUNCILMAN BUNKER: I think the record ought to show, however, that I've had contact with the residents and have spoken with them about this and so the fact that they're not here today is not an indication that there is not a protest.

MAYOR BRIARE: Sure.

COUNCILMAN BUNKER: There were 14 protests at the Planning Commission.

MAYOR BRAIRE: No, I would never -- I don't construe that. I don't construe absences being either for or against. Mr. Becker, you seem to have been -- in fact, I believe you almost came up with a recommendation that we hold this off and then you come back with what is that seems to be bothering some of the members here with respect to your future plans on those other two parcels.

ERNEST BECKER, SR. I can do that from a line deal if in essence the questions that Mr. Bunker talks about are the problems that are confronting the people.

COUNCILMAN BUNKER: I think we want an application that shows ten units to the acre, all single story buildings with about a 30 or 40 foot setback from their rear lines and drainage to the street and a solid block wall to keep the alley from being used as a raceway.

ERNEST BECKER, SR. Well the alleyway --

COUNCILMAN BUNKER: My guess is that you wouldn't have any trouble with the C-1 Zoning on the corner if you would come in with such an application.

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ERNEST BECKER, SR.

Okay, but let me understand your interpretation of drainage to the front street.

COUNCILMAN BUNKER:

All I know is that Barry Becker told me that the drainage from this property would be to the street, not down the alley.

ERNEST BECKER, SR.

To the streets, fine. The alleyway -- nobody's going to be able to drive down the alley.

COUNCILMAN NOLEN:

Can I ask a question here? Are we talking about the drainage from these R-1 properties or are we talking about the drainage on that little square piece of property there?

COUNCILMAN BUNKER:

No, he's --

HAROLD FOSTER:

This property fronts overall -- this property --

COUNCILMAN NOLEN:

The overall piece property is not on the agenda today, is it?

MAYOR BRAIRE:

That's what I'm trying to say, Councilman.

COUNCILMAN NOLEN:

Mr. Foster, is the overall piece of property on the agenda today?

HAROLD FOSTER:

No, just the corner parcel.

COUNCILMAN NOLEN:

I don't understand why we're discussing drainage on something that's not on the agenda then?

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COUNCILMAN BUNKER:

The last time we heard this application I understood that Barry Becker agreed to take it off the agenda until he brought it back as an application for the entire property with the C-1 included. That was my understanding and I think that's Mr. Lurie's understanding. Apparently, there's some that didn't remember it that way.

COUNCILMAN NOLEN:

My only comment --

COUNCILMAN BUNKER:

All I'm saying is that nothing has changed since the last time we heard it and either it was withdrawn or -- must have been withdrawn by the applicant and it's back now in the same condition that we considered it before and it just seems inconsistent to consider it now, if before, either it was withdrawn until it could be brought back as a single application.

COUNCILMAN NOLEN:

I may be wrong, but as I recall, the previous application included the whole property.

COUNCILMAN BUNKER:

No. No. That was the first time. This is -- we're now in the third time on this. The first time it did include the property, the entire property. The second time it was just a corner and now the third time is exactly the same as the second.

MAYOR BRIARE:

It might be that Mr. Barry Becker, as opposed to the gentleman here who is Mr. Ernest Becker, by sending a letter of June 18 around, Councilman Bunker, I wonder, perhaps he feels that this is a contract of some sort where he has promised what he intends to do with the other pieces of this property and -- would you interpret that, Wayne? You know the letter I'm speaking of here. It says: "Package of June 18th." He went so far as to say that if we ever use that argument, that is, it's intended to try to have commercial so they can add higher density. Again, he says that "if we ever use that argument in a presentation for rezoning of the surrounding property, please present a copy of this letter to the City of Las Vegas Planning Commission to indicate that we are violating this understanding and our promise that we have made to you all, that we've made to you all."

COUNCILMAN BUNKER:

What my understanding was that he also promised to bring it back this time as a total package, not just the same as soon as we sent it back.

MAYOR BRIARE:

I see.

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COUNCILMAN LEVY: I think that letter should stand up. Do you have a copy of that letter?

HAROLD FOSTER: I believe I do.

COUNCILMAN LEVY: Make sure you do do.

COUNCILMAN BUNKER: I think Mr. Ernie Becker here should make sure that he realizes that in one letter Barry stated that they would be part single and part double and then a couple weeks later he did make the statement, a single-story project. I just want to make sure that he realizes that -- and if they go ahead on that, that you're willing to accept a single-story project and I think perhaps that Barry may have not intended a total single-story project.

COUNCILMAN LEVY: What does the letter say?

HAROLD FOSTER: Single.

COUNCILMAN LEVY: Single story. The letter says single story? I think that's good enough.

MAYOR BRIARE: We are in the process of designing a single-story project with approximately ten to twelve units per acre, which will be in conformance with the City's new Master Plan Update.

COUNCILMAN LEVY: I think --

MAYOR BRIARE: Linda, make sure this letter becomes a part of this record.

COUNCILMAN LURIE: Do you agree to all that?

ERNEST BECKER, SR.: Pardon?

COUNCILMAN LURIE: Do you agree to all that?

ERNEST BECKER, SR.: Well, yes, that's what --

COUNCILMAN LEVY: That's fine.

COUNCILMAN LURIE: What you're doing now, see, you're the new player now. Barry has been here three times and now you're here and the next time we'll have somebody else.

ERNEST BECKER, SR.: Let's go back to the old players so we can go in the Hall of Fame.

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COUNCILMAN LEVY: Let's forget it right this second. I'LL MAKE A MOTION TO APPROVE Z-92-84 WITH THE CONDITIONS AND THAT THIS LETTER BE PLACED IN THE FILE AND FOLLOW THE INSTRUCTION OF MR. BECKER, BARRY BECKER, WITH ERNIE, SR. APPROVING THE LETTER, and that will be my motion.

MAYOR BRIARE: Comments by the Council members?

WALTER JR. EUTIZE: May I make a statement on this? I represent the contract owner. My name is Walter J. Eutize from Chief Auto Parts. Apparently there was some concern about the alley and we can design that sewer so that there's no possible way that that alley could ever be used as a raceway.

COUNCILMAN LEVY: That's fine. That will be part of -- that's not necessary because his is the major portion which would be the raceway.

COUNCILMAN BUNKER: There's more, yes, there's much more than just the corner.

COUNCILMAN LEVY: We appreciate your help, sir.

ERNEST BECKER, SR.: Yours is much easier.

MAYOR BRIARE: Comments by the Council members? No comments?

COUNCILMAN LURIE: Well, I'm going to be consistent in my vote and vote against it --

COUNCILMAN BUNKER: So am I.

COUNCILMAN LURIE: -- because we did have a commitment from Barry Becker that I think he violated by not bringing in the entire plan and I think we should look at the entire plan before we vote on just one little parcel because this is going to come back at us again.

COUNCILMAN LEVY: I don't believe that.

COUNCILMAN LURIE: You watch, Al.

MAYOR BRIARE: I think in maybe self defense, I will explain, I'm

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MAYOR BRIARE: going to vote in favor of Councilman Levy's motion and the reason I'm going to do it is, I tried to allude to earlier, that I think it's unfair -- I would hate for this Council to begin putting conditions on the citizens right to make an application for a piece of his property that we would demand that he come in with development plans for the entire parcel when it conforms, if this letter is true, it conforms to the City's Master Plan.

COUNCILMAN LEVY: That letter, to me, is a commitment that I have never heard of -- him going back on --

MAYOR BRIARE: Well, I think your motion includes it as part of your condition of approval.

COUNCILMAN LURIE: You make it sound like I'm doing something wrong by asking for the developer who committed before he came back and asked for C-1 that he would develop the entire parcel with a plan so we could see how it was going to be developed and he's reneging on his word and I take him for his word when he makes a comment before this body and he's not here to tell me the reason why he's changing and not coming in with an entire plan and I think that's wrong. If he said it, and if I say something, my word is good. It just shows me that the word is not good and I'll go back when he comes back I'll ask him again.

COUNCILMAN BUNKER: That's a commitment that he made.

COUNCILMAN LURIE: He made it before this Board.

STEVE KALB: Mr. Lurie, I spoke to -- Steve Kalb -- I spoke to Barry about this last week and he felt that his letter was what you wanted. I don't think he realized that you wanted a full-blown development plan.

COUNCILMAN LURIE: Steve, no offense to you, he knows what we want.

COUNCILMAN BUNKER: He knew.

STEVE KALB: Okay. Well, when I spoke to him he thought the

CITY COUNCIL MINUTES - JULY 3, 1985

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985 - 2:00 P.M. - PAGE 14
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. G. 2. Z-92-84. BECKER & SONS.
APPLICATION FOR RECLASSIFICATION OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST
CORNER OF VEGAS DRIVE AND JONES BOULEVARD, FROM: R-1 (SINGLE-FAMILY RESIDENCE)
TO: C-1 (LIMITED COMMERCIAL) PROPOSED USE: RETAIL STORE. 0277

STEVE KALB:

letter would satisfy whatever you want, your commitment.

COUNCILMAN LURIE:

Well, he didn't tell me that.

MAYOR BRIARE:

Any further comments? Are you ready? We're going to cause a family feud here. Are you ready for the vote? Cast your vote. Post. Majority prevails. The motion is APPROVED.

(Motion carried with Lurie and Bunker voting "No.")

END OF DISCUSSION.

AGENDA*City of Las Vegas*

July 3, 1985

CITY COUNCIL

Page 46

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:51

G. ZONE CHANGE3. Z-34-85 - MAYFLOWER CONSTRUCTION COMPANY

Application for reclassification of property generally located on the west side of Marcus Drive, 260 feet north of Oakey Boulevard.

From: R-1 (Single Family Residence)

To: R-3 (Limited Multiple Residence)

Proposed Use: Apartments

Planning Commission voted unanimously to recommend APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve month time limit.
2. Provide a secondary access from the apartment project to Oakey Boulevard or Decatur Boulevard as required by the Department of Community Planning and Development.
3. Construction of a block wall and/or other barrier to prevent vehicular access from Marcus Drive to Del Monte Avenue.
4. Redesign Marcus Drive as a cul-de-sac as required by the Department of Community Planning and Development.
5. All of the single family homes on the east side of Marcus Drive are to be constructed prior to or concurrently with the construction of the apartments.
6. Submit a new reclassification application for the required secondary access to Oakey Boulevard or Decatur Boulevard.

(continued)

Levy - APPROVED, subject to the conditions recommended by the Planning Commission, with Condition No. 5 modified to read:

5. All of the single family homes on the east side of Marcus Drive are to be completed within one year after the building permits on the R-3 property are issued, and subject to the further conditions that the Applicant post a \$300,000 certificate of deposit with the City to be used as a performance bond to assure the performance of Condition No. 5, as modified above, that the Applicant's letter to the City Councilmen dated June 26, 1985, and the two attachments thereto, be made a part of the record of this meeting and that the Applicant be bound by its promise that the R-1 houses will have the same square footage as the houses that they back up to. Unanimous

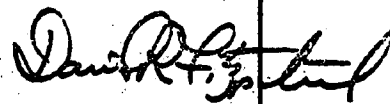
APPROVED AGENDA ITEM

Clerk to notify and Planning to proceed.

Ernie Becker, Sr. and Frank Wyatt, West Coast Holdings appeared and represented the application.

PROTESTANTS:

Bob Patzer
4501 Del Monte
Carmilla Humphrey
1501 Flag Circle
Robert Thalgott
4605 Exposition
Helen Kahanek
4621 Exposition
Verbatim Transcript made part of Final Minutes.



AGENDA*City of Las Vegas*

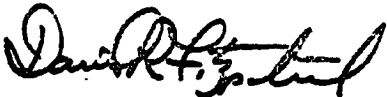
July 3, 1985

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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)	APPROVED See Page 46	See Page 46
G. <u>ZONE CHANGE</u>		
3. <u>Z-34-85 - MAYFLOWER CONSTRUCTION COMPANY</u> (continued)		
7. Provide a hydrology study as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.		
Staff Recommendation: APPROVAL - with a row of R-1 lots to be provided on the west side of Marcus Drive.		
PROTESTS: 97		

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning & Development Agenda Item
July 3, 1985 City Council Agenda

G. ZONE CHANGE

3. Z-34-85 - MAYFLOWER CONSTRUCTION COMPANY

The request is to rezone this 10.3 acre parcel from R-1 to R-3 on the west side of Marcus Drive, 260 feet north of Oakey Boulevard. The applicant is proposing a 256 unit apartment project which will consist of 32 eight-plexes. Also, the buildings will be two-stories and there will be 128 one bedroom and 128 two bedroom units. A total of 346 parking spaces will be provided where 288 are required. If this zoning is approved, the site will be purchased and developed by West Coast Holdings, Inc. The site is located immediately north of the Water District pumping station at Oakey and Marcus. There is a vacant strip of R-1 on the east side of Marcus and east of that is a developed R-1 subdivision. To the northeast is vacant C-1 and to the north is C-1 where the West Hills Bowling Lanes facility is located. To the west is R-1 and R-3 that extends to Decatur and is owned by the applicant except for the C-1 at the corner of Oakey and Decatur. All of the access for this apartment project is proposed from Marcus Drive which would be across from future single family homes. Del Monte Avenue exists in the developed R-1 to the east and could be extended west to Marcus. At the Planning Commission meeting, staff recommended the application be amended to provide for a row of R-1 lots on the west side of Marcus which would then result in homes on both sides of the street and that Marcus be cul-de-saced at the north end. Further, it was recommended that there be no access from the proposed apartment project to Marcus and it be from Oakey Boulevard or Decatur. The amendment would reduce the size of the requested parcel, however, staff indicated it would be receptive to another application to expand the area an equal amount to the west. The applicant was not in agreement to this modification and felt the row of homes on the east side of Marcus would be an adequate buffer. The protestants were from the R-1 area to the east and were concerned about increased traffic and density in relation to their homes. They felt with access to Marcus, a certain amount of traffic would be going on Del Monte through their neighborhood. The Planning Commission recommended approval of this application as requested by the applicant with the apartment access being allowed to Marcus Drive but that Del Monte terminate at its present location and the homes in the R-1 on the east side of Marcus be constructed prior to or concurrently with this apartment project. Further, it was required that there be secondary access to the apartment project from Oakey Boulevard or Decatur.

Planning Commission Recommendation: APPROVAL - compatible zoning for this property.

Staff Recommendation: APPROVAL, with a row of R-1 lots to be provided on the west side of Marcus Drive.

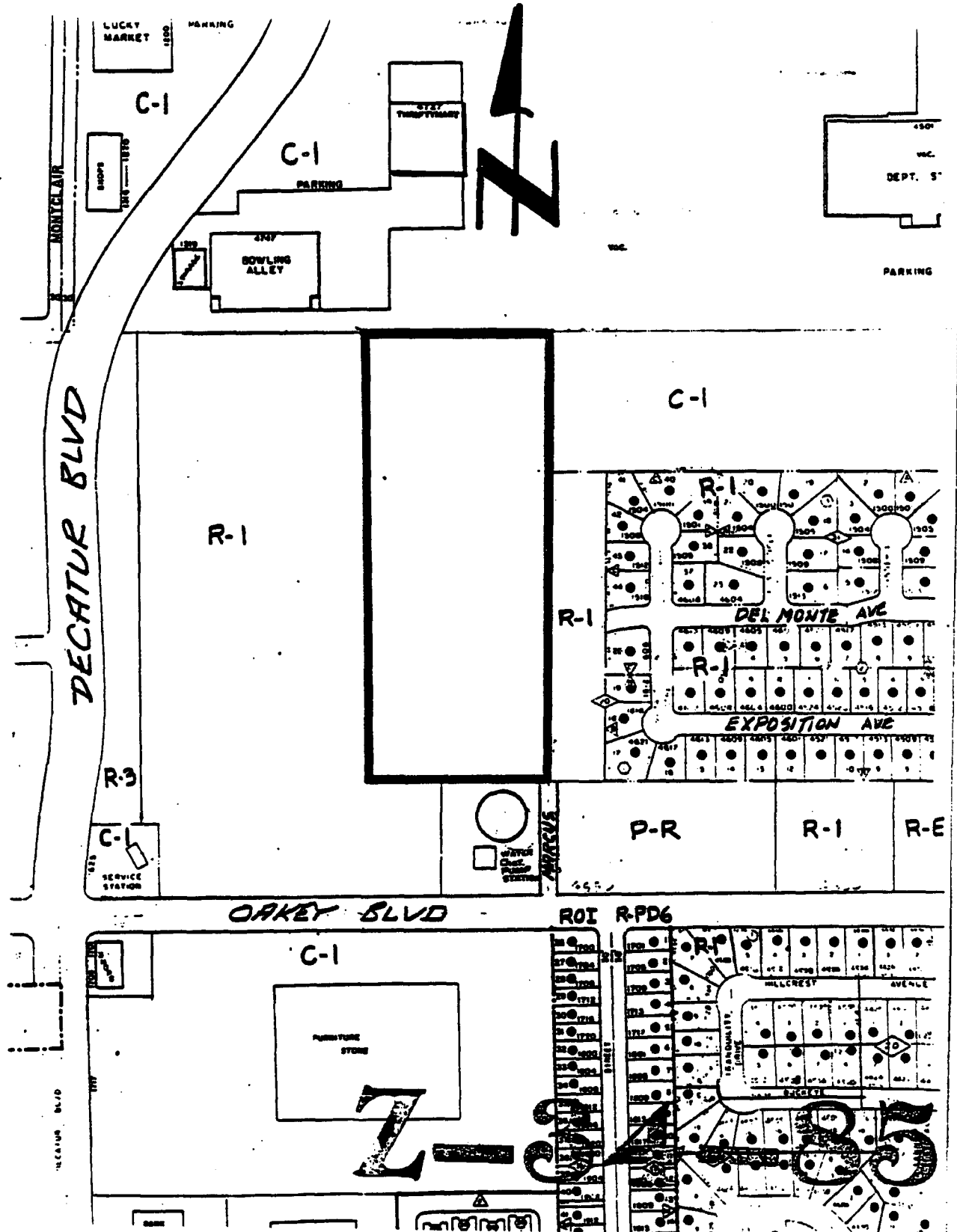
PROTESTS: 97 (petition with 70 protests; 27 at meeting)

SEE ATTACHED LOCATION MAP

CITY COUNCIL MINUTES - JULY 3, 1985

LOCATION MAP - ITEM X. G. 3. Z-34-85 MAYFLOWER CONSTRUCTION COMPANY

0281



WE, THE UNDERSIGNED, ARE OPPOSED TO THE REZONING OF PROPERTY DESCRIBED IN ORDER
CITY COUNCIL MINUTES - JULY 3, 1985

2-34-85 GENERALLY LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 feet NORTH OF

OAKEY BOULEVARD FROM: R-1 (Single Family Residence) . TO: R-3 (Limited multiple
Residence). FOR PURPOSE of BUILDING APARTMENTS.

0282

REASON: HIGH DENSITY: TWO STORIES: TRAFFIC CONGESTION IN A QUIET NEIGHBORHOOD.

NAME	ADDRESS	PHONE NUMBER
George S. Serbeth	4601 Del Monte Ave	878-9405
Mrs R. L. Chapman	1512 Banner Cir	878-9160
Ila M. Thamer	1513 Banner Cir	878-6545
Kath E. Roemer	1509 Banner Cir	878-4121
Margaret Roemer	1509 Banner Cir	878-4121
Richard D. West	1501 Banner Cir	878-2310
Judy A. Wiest	1501 Banner Cir	878-2310
Shirley Huffer	1508 Banner Cir	878-9095
Martha A. Benah	4424 Del Monte	878-4844
Emil P. Beach	4424 Del Monte	878-4844
Paul Lucas	4416 Del Monte Cir	870-5975
Phil Looor	4416 Del Monte Cir	870-5975
Earl C. Fony	4412 Del Monte Cir	870-5410
Carol H. Bithell	4408 Del Monte Circle	878-8420
Robert G. Carter	4501 Del Monte	870-8086
Richard L. Waldrop	1613 PRIDE	878-0185
Rita Waldrop	1613 Parade	878-0185
Bette Madden	4505 Del Monte	878-7681
C. E. Madden	4505 Del Monte Ave	878-7681
Wannia Crittenden	4507 Del Monte	878-8008
Kenny Baur	1617 PRIDE	877-2515
Charles Henderson	4405 Exposition	871-5116

WE, THE UNDERSIGNED, ARE OPPOSED TO THE REZONING OF PROPERTY DESCRIBED IN ORDER

2-34-85 CITY COUNCIL MINUTES JULY 3, 1989 GENERALLY LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 feet NORTH OF 0283

OAKLEY BOULEVARD FROM: R-1 (Single Family Residence) . TO: R-3 (Limited multiple Residence). FOR PURPOSE of BUILDING APARTMENTS.

REASON: HIGH DENSITY: TWO STORIES: TRAFFIC CONJESTION IN A QUIET NEIGHBORHOOD.

NAME	ADDRESS	PHONE NUMBER
Ray Kent Walker	1519 Flag Circle NW	878-6412
Joey I. Daniel	4513 Del Monte LV	870-6622
Gloria Martinek	1513 Flag Circle	878-2979
Wanda Bruce	1500 Flag Circle	870-7861
John Bello	1505 Metropolitan	878-1367
Joan Conkright	1501 Metropolitan	877-4822
Bill Conkright	1501 METROPOLITAN	877-4822
Patti Dietlin	1512 Metropolitan St.	870-5062
Elaine Threet	1508 Flag Cir.	870-7053
James V. Threet	1508 Flag Circle	870-7053
John K. Siggle	4609 Del Monte	877-2868
L. H. Williams	4608 Exposition Ave	870-6569 878-7117
Margaret E. Gillman	4520 Exposition Ave	878-2546
Willa E. Gillman	4520 Exposition Ave	878-2544
Ruth Carter	4509 Exposition Ave	878-5883
Hugo Carter	4509 Exposition Ave	878-5883
C. Courtman	4500 Exposition Ave	878-4975
K. Denise Kirschner Cichoski	4401 Exposition Ave	870-6466
Marlene Nuzzo	4501 Exposition Ave.	877-3944
Margaret Pulitani	4609 Exposition Ave	878-0218
E. J. Kahanek	4621 Exposition	870-4674
Kelen Kahanek	4621 Exposition	870-4674
Sharon Bowman	11616 Metropolitan	878-4846

WE, THE UNDERSIGNED, ARE OPPOSED TO THE REZONING OF PROPERTY DESCRIBED IN ORDER
CITY COUNCIL MINUTES - JULY 3, 1985

2-34-85 GENERALLY LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 feet NORTH OF

OAKEY BOULEVARD FROM: R-1 (Single Family Residence) . TO: R-3 (Limited multiple
Residence). FOR PURPOSE of BUILDING APARTMENTS.

0284

REASON: HIGH DENSITY: TWO STORIES: TRAFFIC CONGESTION IN A QUIET NEIGHBORHOOD.

NAME	ADDRESS	PHONE NUMBER
John F. Romanos	4517 DEL MONTE	878-7870
Larry Mc Donald	4513 Del Monte Ave	870-6623
James W. Ridings	4604 DEL MONTE AVE	878-2592
Hyndal Ridings	4604 Del Monte Ave	878-2592
Gene Walker	1509 Flag Circle	878-6421
Camilla Humphrey	1501 Flag Circle	870-5377
Thomas M. Humphrey	1501 Flag Circle	870-5377
Carl F. Strahl	1504 FLAG CIR	878-0675
Nancy Marks	4608 Del Monte	870-9926
Donna M. McKel	1504 Metropolitan	870-7019
Betty D. Carle	1504 Metropolitan	878-2555
Larry C. Carle	1504 Metropolitan	878-2555
Jim Carle	1504 METROPOLITAN	878-2555
Thomas Thompson	1508 Metropolitan	877-0922
Keith McChesd	1608 Metropolitan	870-6038
Coral McChesd	1608 Metropolitan	870-6038
Bernard Haft	4613 Del Monte	870-3854
Lillian Haft	4613 Del Monte	870-3854
Linda L. Sipple	4609 Del Monte	877-2968
Lillian C. Green	4605 Del Monte	870-3654
Richard J. Bama	4605 DEL MONTE AVE	870-3654
Deborah J. Pope	4400 Del Monte	878-1384
William W. Pope	4400 Del Monte	878-1384

WE, THE UNDERSIGNED, ARE OPPOSED TO THE REZONING OF PROPERTY DESCRIBED IN ORDER
CITY COUNCIL MINUTES - JULY 3, 1985

2-34-85 GENERALLY LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 feet NORTH OF
OAKLEY BOULEVARD FROM: R-1 (Single Family Residence) . TO: R-3 (Limited multiple
Residence). FOR PURPOSE of BUILDING APARTMENTS.

0285

REASON: HIGH DENSITY: TWO STORIES: TRAFFIC CONJESTION IN A QUIET NEIGHBORHOOD.

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
Peggy C. Lawrence	4405 Exposition	870-697
James R. Blake	4413 Exposition	877-2202
Bernard Zinnman	4417 EXPOSITION	
Julia Ichkowsky	4504 Exposition Ave	870-5215
J. S. Ichkowsky	4504 EXPOSITION AVE	870-5215
Alfred M. Miller	4509 Exposition Ave	870-4631
Marguerite P. Reilly	4505 Exposition	898-5850
Willis Williams	4513 Exposition	870-4920
Mrs Ora Williams	4513 Exposition Ave	870-4920
Kidma Douglas	4513 Exposition	878-9076
Mary L. Reiser	4601 Exposition	878-3210
Millie Thalgot	4605 Exposition	878-7948
Roland B. Thalgot	4605 Exposition Ave	878-7948
Paul B. Schreiner	4600 Exposition Ave	878-3549
Joseph Schreiner	4600 EXPOSITION AVE	878-3549
Lori Noble	1612 METROPOLITAN ST.	870-7442
		17
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WE, THE UNDERSIGNED, ARE OPPOSED TO THE REZONING OF PRO-

2-34-85 GENERALLY LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 feet NORTH OF
OAKLEY BOULEVARD FROM: R-1 (Single Family Residence) . TO: R-3 (Limited multiple
Residence). FOR PURPOSE OF BUILDING APARTMENTS.

0286

REASON: HIGH DENSITY; TWO STORIES; TRAFFIC CONJESTION IN A QUIET NEIGHBORHOOD.

[illegible]

ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699

(702) 878-1903 • (800) 634-6105

June 26, 1985

Councilman Robert Nolen
City Council
400 East Setwart Avenue
Las Vegas, NV 89101

Dear Bob:

Mayflower Construction Co., is the owner of approximately 30 acres at the northeast corner of Decatur and Oakey Boulevards. We have applied for a Zone Change on 10 acres from R-1 to R-3. This is part of a Master Plan of the 30 acres (Master Plan enclosed).

The residents to the east have always been very vocal about apartments in their neighborhood, and I know they will be in opposition to this Application. I am in hopes that you will support this Zone Change.

Following is a list of the reasons I feel it deserves your support:

1. We have provided a buffer of single family homes along the east of our Project. No previous Applicant has ever buffered before.
2. We will agree to record C.C. & Rs., protecting the R-1 Zone on this buffer property and a minimum house size (square footage)..
3. Our proposal requests the closing of Del Monte Street. (There will be no increased traffic in the neighborhood to the east.)
4. We have had a Line of Sight Diagram prepared to show the apartments will not be seen from the existing rear yards and residents from the apartments will not be able to see into their yards. (Their privacy will remain intact.)
5. There is an identical project in existence on North Decatur, just east of Lake Mead (Laguna Shores), with furnished models. If you wish, you could inspect this project and get a feel for the atmosphere

ERNEST A. BECKER
BETTY W. BECKER
ERNEST A. BECKER, JR.
BARRY W. BECKER
RANDALL L. BECKER
BRUCE F. BECKER



Councilman Robert Nolen

Page 2

June 26, 1985

0288

this Project will create. Please stop by if you have the time.

6. The approximately 250 apartments will be a mixture of fifty percent 2-Bedroom, 2-Baths and fifty percent 1-Bedroom, 1-Bath. The rents will be \$525.00 for the 2-Bedroom and \$425.00 for the 1-Bedroom.

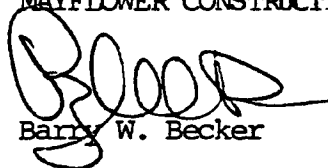
During a recent survey of four (4) of our identical projects, we found that our occupancy is 1.6 persons, per unit. (Of the four (4) projects, there are two (2) Adults only and two (2) Mixed.) This Project will be Adults only.

7. The office space and restaurants, as a part of this Master Plan, will be a welcome addition to the area, and, I believe, the entire project is in accord with your new Master Plan Update.

I sincerely hope you can support this Application. I would be happy to answer any questions you may have, so please feel free to call me, either at the office (870-0212) or at my home (870-6793).

Yours truly,

MAYFLOWER CONSTRUCTION CO.



Barry W. Becker

dr

Enclosures

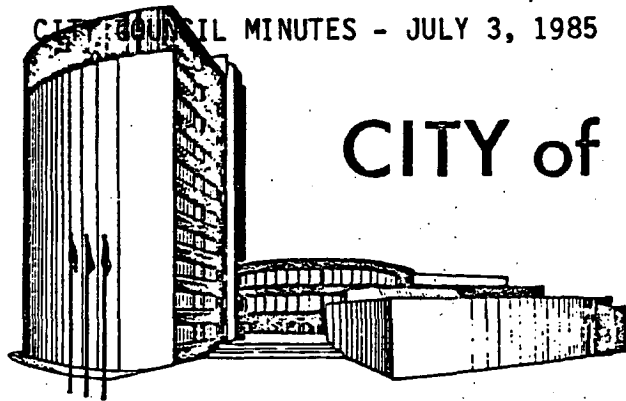
6/18 CC to Council

MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
AL LEVY
BOB NOLEN
W. WAYNE BUNKER

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



0289

CITY of LAS VEGAS

June 14, 1985

Mayflower Construction Company
50 S. Jones Boulevard
Las Vegas, Nv 89107

RE: Z-34-85

Dear Sirs:

Your request for reclassification of property generally located on the west side of Marcus Drive, 260 feet north of Oakey Boulevard, from R-1 to R-3, was considered by the City Planning Commission on June 13, 1985.

The Planning Commission unanimously voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve month time limit.
2. Provide a secondary access from the apartment project to Oakey Boulevard or Decatur Boulevard as required by the Department of Community Planning and Development.
3. Construction of a block wall and/or other barrier to prevent vehicular access from Marcus Drive to Del Monte Avenue.
4. Redesign Marcus Drive as a cul-de-sac as required by the Department of Community Planning and Development.
5. All of the single family homes on the east side of Marcus Drive are to be constructed prior to or concurrently with the construction of the apartments.
6. Submit a new reclassification application for the required secondary access to Oakey Boulevard or Decatur Boulevard.

- continued -

JUN 18 1985



CITY COUNCIL MINUTES - JULY 3, 1985

TO: Mayflower Construction Company
RE: Z-34-85

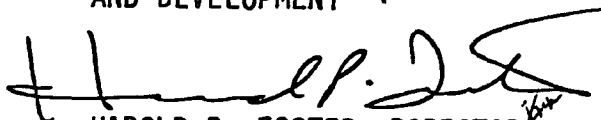
June 14, 1985
Page Two 0290

7. Provide a hydrology study as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.
8. Conformance to the plot plan and elevations.
9. 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 system shall be cause for revocation of a business license.
10. 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.
11. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets.
12. Satisfaction of City Code requirements and design standards of all City departments.
13. Approval of the parking and driveway plans by the Traffic Engineer.
14. 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.
15. Provision of fire hydrants and water flow as required by the Department of Fire Services.

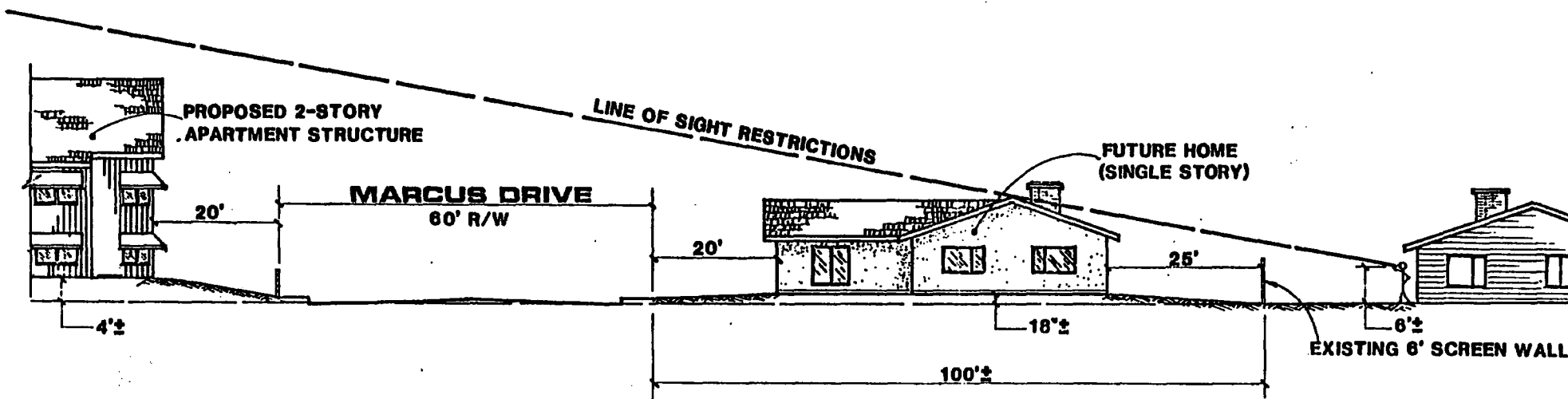
This item will be considered by the City Council on July 3, 1985 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council requires you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT


HAROLD P. FOSTER, DIRECTOR

HPF:lm



LINE OF SIGHT DIAGRAM

SCALE: 1" = 20'

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985 - 2:00 P.M. - PAGE 1
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. G. 3. Z-34-85, MAYFLOWER
CONSTRUCTION COMPANY. APPLICATION FOR RECLASSIFICATION OF PROPERTY GENERALLY
LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 FEET NORTH OF OAKLEY BOULEVARD,
FROM: R-1 (SINGLE-FAMILY RESIDENCE) TO: R-3 (LIMITED MULTIPLE RESIDENCE) PROPOSED
USE: APARTMENTS

MAYOR BRIARE:

On Council's page 46, there's a zone change request, Z-34-85, for the Mayflower Construction Company. This is to change property from R-1, single-family residences, to R-3 for limited multiple residence. The proposed use is for apartments. Planning Commission's recommendation was for APPROVAL subject to seven conditions. The staff's recommendation was for APPROVAL. However, staff gave their approval subject to a row of R-1 lots to be provided on the west side of Marcus Drive. There were 97 protests of record at the Planning Commission meeting. Mr. Foster, present that application for us will you from the staff basis.

HAROLD FOSTER:

Yes. On the screen to your right you can see the subject parcel. On the east of that there is enough for a half street and a row of lots that will back up to the existing R-1 subdivision. Staff feels that -- would like to see the application amended so that there would be a row of single-family lots on the west side of that street, that residential street and that it'd be cul-de-sac'd in the north and there'd be no access from the apartment development so that we completely separate the apartment and the single-family traffic.

COUNCILMAN LURIE:

Well is this the same person -- you haven't introduced yourself yet -- is going to build the apartments are going to build the R-1? Do you have the R-1 property?

FRANK WYATT:

No.

COUNCILMAN LURIE:

How can you have his application be tied into that R-1 property that's not even owned by him?

COUNCILMAN LEVY:

Well we're going to hear from Mayflower Construction.

COUNCILMAN BUNKER:

We're going to hear from Mr. Becker.

COUNCILMAN LURIE:

Who's property -- who owns that property, the R-1?

HAROLD FOSTER:

My understanding was the same property and Mr. Becker indicated that he would be constructing those.

COUNCILMAN LURIE:

It sounds to me like we got one item before us and that's an R-3 and we can't even act on the R-1. You can't place a condition on him to build R-1 if you don't own the property.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985 - 2:00 P.M. - PAGE 2
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. G. 3. Z-34-85, MAYFLOWER
CONSTRUCTION COMPANY. APPLICATION FOR RECLASSIFICATION OF PROPERTY GENERALLY
LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 FEET NORTH OF OAKLEY BOULEVARD,
FROM: R-1 (SINGLE-FAMILY RESIDENCE) TO: R-3 (LIMITED MULTIPLE RESIDENCE) PROPOSED
USE: APARTMENTS

HAROLD FOSTER:

It's my understanding it was his property because this was never brought up and he indicated that he would be constructing the homes at the Planning Commission meeting.

COUNCILMAN LURIE:

Well I thought we were talking about the entire application that's before us -- master plan was commercial, R-3 and R-1, take the whole thing at one time. That was my understanding.

HAROLD FOSTER:

His master plans included the homes.

COUNCILMAN LURIE:

We've got some poor communication here on these applications.

FRANK WYATT:

Let me -- let me explain this a little bit. My name is Frank Wyatt. I'm with the West Coast Holdings and we're the builder of the apartment project. We are purchasing approximately ten acres abutting Marcus Drive on the west side. All of the property is currently owned by the Beckers. They are retaining ownership on the row of lots that we are showing abutting the existing subdivision. They're planning -- staff does want another row of lots -- I thought in our meeting the way the motion went, the Planning Commission approved the application with only one row of lots which was not in accordance with what staff's --

HAROLD FOSTER:

They did. We were just discussing the ownership of that strip of land on the east side of Marcus.

FRANK WYATT:

Correct, we are not purchasing that.

HAROLD FOSTER:

But Mr. Becker owns it.

FRANK WYATT:

That's correct.

HAROLD FOSTER:

Yes and so he's agreed to construct that concurrently or prior to the apartments being constructed on this site since he would be selling this parcel to West Coast Holdings.

COUNCILMAN NOLEN:

I think we'd have to have him here and have some kind of commitment because when I was briefed on this by Mr. Becker I was told that all of it would be developed simultaneously and that was one of the concerns I had. Would the R-1 be developed at the same time?

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HAROLD FOSTER: And that is the -- he agreed to that and it was
a condition of approval that the Planning -- or
on this application by the Planning Commission.

COUNCILMAN NOLEN: It's a scary thing. I don't know, maybe I'm
anticipating some problem that's not there, but
if we approve him to do what he wants to do and
he buys that property, how can we stop him from
building that when he doesn't even own that property
where the R-1 is?

HAROLD FOSTER: Well he has to -- he's obligated and that's part
of the action on the sale of that and we can control
it by we don't give permits on the apartments until
permits also taken out on the single-family.

FRANK WYATT: Okay. One of the concerns Barry Becker had was
we would like to have the apartments up, finished,
landscaped before any attempt is made to sell these
lots so that these people can see what they're going
to be living across the street from and I don't think
he had a problem with some form of restriction -- some
mechanism to make him hold his word and build these
homes by way of some kind of restriction and again
I don't know what form that would take, but --

COUNCILMAN LEVY: I don't think you want that restriction.

FRANK WYATT: No, we don't -- definitely don't want anything that
would hold us back, but again the thought was we'd
like to have the apartments finished before these
homes are sold.

COUNCILMAN LEVY: We've always asked them to build the homes -- to get
them started before you finish and that's --

FRANK WYATT: Okay, I'll have to defer to Mr. Becker at that point.

COUNCILMAN LEVY: Simultaneous.

ERNEST BECKER, SR. Well, we're going to be a hair behind mainly because
we can't build 12 houses at the same time until we
get a subdivision through on that basis and today
our lots haven't --

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COUNCILMAN LEVY: I'm counting nine houses or ten.

COUNCILMAN LURIE: Why can't you build 12 houses? What are you talking about a subdivision?

ERNEST BECKER, SR: Because I can't take one taxed piece of property and break it up -- get more than one lot for, what five acres or something like that, which is only 2 point some acres and get the permits, get the tax break. I gotta have a subdivision to get that done. I can't do it with a parcel map I don't believe because I get five technically, four to five pieces out of that. I need a subdivision.

COUNCILMAN LURIE: I don't think so and I don't think they can allow to build two houses or three houses at a time if we're ever going to see them finished.

ERNEST BECKER, SR: Well not when you start the first one, Ron, you're going to start all. I mean you start at one end and you just go right down the line to build them all so that the guys working right as he goes down the line the 12th one or the 9th one, whatever it happens to be. One of the interesting things that you're talking about here today, I was under the impression that the street was not going to go back into the subdivision to the east of us.

COUNCILMAN LEVY: No.

ERNEST BECKER, SR: So, there's an extra lot, but from that standpoint it takes us a little bit of time. We're going to be a little bit behind them and that's the only thing I -- when it says, concurrently, it means he has to wait for us to get the R-1 part of it done, the financing which mainly has to be basically -- it's much easier with an FHA approval which is pretty fast these days, but I got to have the subdivision to get that done and that takes -- the engineering which is easy -- at one time, we had this done. We had the tentative map. It was tied to the subdivision which you have existing on the east part, but you don't allow them to stay there, the tentative map. You drop it after it's so old and you say, I won't renew it, I won't renew it and so here now we want to sit down and start something real fast and here we sit. We have to go through the whole act again to get nine lots done that has already had a tentative map approved way back in the '60's and that's all I'm trying to say is, is it's the mechanics

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ERNEST BECKER, SR:

of what the governmental agencies, which we call red tape and things, that it takes for us to get done and we're going to be just a little bit behind it; and all we're just saying is --

COUNCILMAN LURIE:

If those R-1 homes, in my opinion, are built when those apartments are built, they'll never be built and it's just going to be an unsightly trash area. People are going to dump on it and I don't see anything being done there.

ERNEST BECKER, SR:

No, no. I'm not saying that. We can get a bond or we can do anything you need in there to technically be behind him for 3 or 4 or 5 or 6 months.

MAYOR BRIARE:

Sir, are you speaking on behalf of the applicant?

BOB PATZER:

No, Bob Patzer, I'm one of the residents in the area. I was just going to ask for a little information on the recommendations of the Planning Commission and staff. As I understood it when it was first presented at the -- at least the staff recommended a row of R-1 houses on the west side of Marcus and so far, all I've heard is talk about the east side.

MAYOR BRIARE:

Right. Well, sir, why don't you be seated for a moment because we're going to get right to that and then these two gentlemen are going to be seated and we're going to ask for folks that's in the neighborhood to come forward and let us have the benefit of their comment, at which time, we'll call you first. Mr. Foster, let me have this clear and also for your sake, I'm sorry, you've been here before but I forget what your name is.

- FRANK WYATT:

Frank Wyatt.

MAYOR BRIARE:

What's the last name?

COUNCILMAN LURIE:

Wyatt.

FRANK WYATT:

Wyatt, like Wyatt Earp.

MAYOR BRIARE:

Okay. Mr. Wyatt, you understand the condition that the staff is recommending is that an R-1 group of homes be built on the west side of Marcus concurrently with the development of the apartments. Now, are you --

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MAYOR BRIARE:

is that acceptable to you as a condition?

FRANK WYATT:

It isn't in keeping with what the recommendation of Planning Commission was and the arguments presented for not constructing those dealt with primarily these houses here, the living areas people tend to use are in the back yard. They are separating the two projects by a street. By putting another row of lots here, we've got back yards abutting the apartment project and the thought was that was less desirable than what we have here.

COUNCILMAN LEVY:

You're going to wall that apartment house in aren't you?

FRANK WYATT:

That's correct.

COUNCILMAN LEVY:

So, it'll be walled in anyway.

FRANK WYATT:

And we did -- one of the things that we discussed, we did meet with all the homeowners. They were concerned with the line of sight. We had some line of sight diagrams drawn up. These houses will prevent a person in the existing subdivision from looking out onto the apartment buildings. You know, there may be some small areas where you can see the buildings, but generally the view would be blocked.

MAYOR BRIARE:

One of the things apparently is using -- that you're using as a mitigating argument is that the property that Mr. Becker owns, which adjoins the homes on Del Monte and Exposition, would be a buffer.

FRANK WYATT:

Correct.

MAYOR BRIARE:

To the apartments and you don't want to make two buffers. You think that Mr. Becker's serve as the only buffer, is that a correct statement?

FRANK WYATT:

That's correct and --

MAYOR BRIARE:

So the argument -- Mr. Becker's not here for a zone change. He's just here to say that he would be willing to commence building single-family homes on that east strip?

FRANK WYATT:

Yes.

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MAYOR BRIARE: Which I don't think -- here again we just -- it seems like --

COUNCILMAN LURIE: You got to clarify that you got the condition because it says two things. It says constructed prior to or concurrently. You've got to decide which one you want.

MAYOR BRIARE: Right. Probably concurrently or within a year. You can count on that. Well, I want to hear from the folks that are here to protest, but I wanted to make sure that we're all kind of on the same wavelength with respect to your application which is a little unusual that the two of you'd be standing here. One has nothing to do with the other, but yet it does.

COUNCILMAN LEVY: Mr. Mayor, before --

MAYOR BRIARE: Councilman Levy.

COUNCILMAN LEVY: There's another point in here and I'd like to ask that question. Number -- let me see. Number six, the secondary access. Would you explain that please?

FRANK WYATT: What that was intended to represent -- this is a location of an existing street that's out from this existing subdivision. There's sewer in that street that we will need to tie into.

COUNCILMAN LEVY: No, I don't think you got me. It's number six item on the -- submit a new reclassification application. It requires secondary access to Oakley Boulevard or Decatur. That's, I guess, the one I'm looking for.

FRANK WYATT: We've redone the site plan to reflect what --

COUNCILMAN LEVY: Would you also -- can we get a chance to show the neighbors too, but go ahead.

FRANK WYATT: What the configuration site would look like, what the recommendations as Planning Commission approved it. They did not want any access out onto Marcus from our project which we previously had shown as we did not own any kind of strip out here to access out onto Oakley. The site does extend clear to Westland Mall. Planning people did not want any access out into that alleyway. So we've worked out an

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FRANK WYATT: agreement with the Beckers that we would purchase a strip out here and have that as our central access with some crash gates on the back.

COUNCILMAN LEVY: Crash gates says the Fire Department. So, that'll be -- your main entrance will be off Oakley.

FRANK WYATT: Correct.

COUNCILMAN LEVY: Not off of -- what's the name of that street? Marcus. There'll be no ingress or egress. The only thing on Marcus will be the 11, 10, 11 or 12 homes, whatever that is will be the only use of Marcus.

FRANK WYATT: Correct.

COUNCILMAN LEVY: The homes will be -- so the apartments -- the closest apartment can get would be almost 200 feet away from any home, existing home.

MAYOR BRIARE: Mr. Wyatt, have these folks seen that?

COUNCILMAN LEVY: No. You'd better show it to them.

FRANK WYATT: Your homes are up here. Our central access will be out to Oakley.

COUNCILMAN LEVY: And your buffer -- show them where the buffer homes will be.

FRANK WYATT: Yes, they're right along here and our access will be on the other side of the Water Districts Pumping Station. That'll be our only access point. There'll be a block wall along Marcus completely enclosing the project.

MAYOR BRIARE: Before we call on the folks from the neighborhood there, do any of you have any questions of Mr. Wyatt with respect to this Exhibit E showing us now? Ma'am, would you ask him the question. Please, Mr. Wyatt, hold this over so the lady can see. Just on this one because then we're going to start the opposition.

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UNIDENTIFIED WOMAN:

I just wanted to know if this is for adults only
or children or what kinds of apartments?

FRANK WYATT:

Most of our projects are for "adults only" and
we do envision that this one would be the same.
Don't anticipate any children being allowed,
but I don't want to commit to that right now,
but most of the projects we built are that way.

UNIDENTIFIED WOMAN:

And what price would you rent them for?

FRANK WYATT:

I wish I could remember. We gave you that infor-
mation at one time and I didn't bring it with me.

COUNCILMAN BUNKER:

Mr. Becker's letter says rents will be 525 for
two-bedroom and 425 for one-bedroom.

FRANK WYATT:

Okay, that's correct.

COUNCILMAN LEVY:

Ernest?

FRANK WYATT:

No, not Ernest, not Ernest.

MAYOR BRIARE:

Thank you, Mr. Wyatt. Now, sir, you -- would you
come forward first and then anyone else that wishes
to be heard can follow. Your name, sir, please.

BOB PATZER:

Bob Patzer. I'm a resident to the east of the area.
I haven't seen these plans before. They're much more
acceptable than the previous ones. I can't speak for
all the residents of the area, but we know it's going
to be developed in multi-family of sort. I'm a little
bit hesitant to say that this is really appropriate
for 8 plex apartments. With them closing off Del Monte
so there isn't four to five hundred cars a day going
down that way, it's much more acceptable.

MAYOR BRIARE:

Okay, thank you, Mr. Patzer.

COUNCILMAN LURIE:

You accept the buffer zone with the row of R-1 homes?

BOB PATZER:

If the homes are built and I think this -- we can't
get a commitment on that because it's not the same
owner and we don't have an application before the
Commission and one hasn't even been prepared yet,
but as you say, I strongly believe that if there isn't
some commitment to build those, they won't be built.

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MAYOR BRIARE: Yes, you're talking about the west side of Marcus?

COUNCILMAN LEVY: East side.

BOB PATZER: Correct.

MAYOR BRIARE: I mean -- pardon me, I mean east side, right. Thank you, Mr. Patzer. Folks, just any one of you that want to come up, come right on up and as we request all the time, please let us have your name and your home address.

CARMILLA HUMPHREY: Carmilla Humphrey, 1501 Flag Circle, and we bought our house 18 years ago. Collins Brothers had it built at that time. We have 82 signatures on a petition which covers all the houses in that area. I don't know if you want the petition or --

MAYOR BRIARE: Sure.

CARMILLA HUMPHREY: The petition was circulated by Mr. Serleth who's listed -- the first name on the petition. We are mostly concerned about the traffic running through, as I'm sure you can understand.

COUNCILMAN LEVY: What, ma'am?

CARMILLA HUMPHREY: The traffic, that's our main concern, coming down Del Monte. This has been a lovely enclosed area.

COUNCILMAN LURIE: Well, there's no traffic.

CARMILLA HUMPHREY: Well, that was our main --

COUNCILMAN LURIE: Based on the plan.

CARMILLA HUMPHREY: Right -- and so if this promise is kept, we'll feel fairly content.

COUNCILMAN LEVY: If this plan here is the one that they do, you're alright.

CARMILLA HUMPHREY: Okay. And the second thing is drainage. There's been a great deal of difficulty with drainage coming down Exposition. Are there any promises or any plans for good drainage?

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COUNCILMAN LEVY: That'll have to be done, ma'am. They'll have to address that and I think this'll block it.

COUNCILMAN LURIE: That water's going to have to go out to Oakley.

COUNCILMAN LEVY: Oakley.

CARMILLA HUMPHREY: And that will be in the plan?

COUNCILMAN LEVY: Yes, ma'am.

CARMILLA HUMPHREY: Alright. Then the third thing, since we have lived there, the zoning has been changed a number of times. Westland Mall was built. Mr. Peccole made all sorts of promises. If you go out and look at the Wetland Mall now, you can see what a disaster it is. Garbage sitting along Arville ruining the view from the houses across the street from Macayo Vegas -- the back of Macayo Vegas, the back of the Beauty College. There's a parking area on the corner of Arville and Charleston that's disgusting. Businesses are failing in that area. The parking lot behind Westland Mall is used as a race track. We have bright lights on all night long behind our houses. Those promises have not been lived up to. All those promises that Mr. Peccole made -- that this was really going to improve our area. Then he sold that strip between the Westland Mall and Collins Brothers development to somebody in California and they haven't built. So that's still wide open. Now what concerns homeowners is that how can we be sure that the promises that the builder makes will be lived up to it. Can they sell the property in between times. If they start the apartments and don't start the houses, could Mr. Becker sell that strip of land in there?

COUNCILMAN LURIE: The answer to your question is yes.

CARMILLA HUMPHREY: Then we don't want this done.

MAYOR BRIARE: Within the conditions, however, Mrs. Humphrey, the proposal that we have before us today -- the conditions that are included on the agenda and any that would be added would go with the land and this particular application so that in the event -- Mr. Foster, I'm looking for you to either confirm or deny.

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MAYOR BRIARE:

In the event this property were to be sold, that the person who bought the property would be subject to the same conditions as the conditions that would be laid down today if that's the opinion of the Council?

HAROLD FOSTER:

That would be my position. Mr. Ogilvie, do you have any concerns on that property?

MAYOR BRIARE:

Sure he couldn't sell -- he couldn't sell the property to somebody else and somebody else comes in and does whatever he wants to. He would be subject to the same conditions as the seller.

COUNCILMAN LEVY:

Certainly.

CITY ATTY. OGILVIE:

It's my understanding that what Harold has suggested is that the building permits for the apartments not be issued until Mr. Becker takes out the building permits on the R-1 strip.

COUNCILMAN LURIE:

I believe that's what he said.

CITY ATTY. OGILVIE:

That condition I think would be binding whether or not Mr. Becker sold the lots -- sold the property before it's subdivided or afterwards. What concerns me is what happens if Becker or his successor in interest in the R-1 strip takes out building permits then permits are issued for the apartment project, the apartment owner -- developers are now the owner of that property and if the owner of the R-1 strip then doesn't build, you sort of lost control. It's not unusual this type of condition, but you've always applied that before where the property remains with the same owner and you can control when the property remains in the same ownership, you can control that; but I don't know if you have any control when the ownership is severed, the property that's supposed to be built prior to or concurrent with the apartment project is now owned by a different person. I don't think you have any control over that.

COUNCILMAN NOLEN:

If I might ask, what if we set the condition that the permits for the apartments could not be issued until the actual construction started on the R-1 buffer? Would that be binding?

CITY ATTY. OGILVIE:

Yes, that would be binding.

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COUNCILMAN NOLEN: I think that's the concerns that we're dealing with.

CITY ATTY. OGILVIE: If you do that, you have to pretty well spell out what you mean by beginning of construction though, whether it just means --

COUNCILMAN LURIE: Paving or off-site improvements or whether you see sticks.

COUNCILMAN LEVY: Framing.

COUNCILMAN BUNKER: The best way to control it would be to limit the restriction to prior to and strike the word "concurrently" and then they're done. They're completed and then you can build the apartments.

HAROLD FOSTER: In light of what Mr. Becker requested and the applicant for West Coast Holdings, as a suggestion to modifying condition number five, I'd like to suggest, all the single-family homes on the east side of Marcus shall be at a minimum in the framing stage of construction prior to the occupancy of any apartment unit.

COUNCILMAN LEVY: You can't use occupancy. You've got a problem with occupancy.

HAROLD FOSTER: Why?

COUNCILMAN LEVY: Because the guy who builds the apartments -- he has nothing -- he is now away from Becker. He has nothing to do with Mr. Becker if Mr. Becker doesn't perform. This guy's got -- how many units is he building?

COUNCILMAN NOLEN: I think before he's even issued the permits --

COUNCILMAN LEVY: Three million dollars in apartments that he can't open them. I don't think it's fair.

ERNEST BECKER, SR.: What would happen if we build them, let's say, concurrently and I hope you realize it might be 30 days behind -- that we put up a \$300,000 CD. Mr. Maule and I own the property 50/50 and we get a \$300,000 CD and fix it so that the City Planning Department or whatever George says has the legal part of it, that we have to complete the houses, they have to be done before it gets

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ERNEST BECKER, SR.: back to us and there's not only the fact that we're going to have loans on the property, we're going to be building them. We hope to be a reputable builder in town that could get them done in that -- but you've also got \$300,000 in case a whole bunch of things happen and everybody's thinking up more things to happen.

COUNCILMAN LURIE: Want to make that \$300,000 payable to the residents though?

ERNEST BECKER, SR.: Well it's done on the fact that it has to be a completed deal. Now when you say occupancy, I unfortunately have some houses, not only here but in Houston --

COUNCILMAN LEVY: No, we're not talking about your occupancy, we're talking about the apartment occupancy, Mr. Becker.

ERNEST BECKER, SR.: Okay, but I'm just saying that for the buildings being occupied when you sell them. The one thing I would like to have is get my construction going or whoever's constructing it, because I'm a gardener now, but get all that stuff done so that it's on the market about the time the apartments are all green and look good because if I take --

COUNCILMAN LURIE: Who's going to build the houses for you?

ERNEST BECKER, SR.: Well I don't know, Ernie. -

COUNCILMAN LURIE: I mean -- you're not going to build it. I know you're not going to build it.

COUNCILMAN LEVY: Junior don't build no more.

ERNEST BECKER, SR.: No, basically when you want to go -- would you want to go as fast as you want to go on all that. The thing that we're talking about right now is I'm going to try and get Ralph Lewis to build three of his best models right down there. Metropolitan to build three of their best models and some of these builders would come in as a favor to me because I just won the Water District suit for them and saved them a bundle of money and I spent a bundle of money for them to get it and I said now pay me back. You guys go in there and whack them out in a hurry and that's why I hope you don't limit to me in that, but

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USE: APARTMENTS

ERNEST BECKER, SR.:

Let me guarantee you it'll get done in that basis and we'll get you the money and put it up so that it'll be done and there'll be loans on there and we're going to get the houses all up there and built; and you don't have to worry about one builder going broke or this or that. We're going to boom, boom, boom, boom and Leonard and I'll be putting them on the market to sell them or whoever and you've got \$300,000 to meet the requirements that the houses are there so that you'll look at houses and not necessarily the buildings.

COUNCILMAN LEVY:

The money belongs to the City?

ERNEST BECKER, SR.:

And I think as far as --

COUNCILMAN LEVY:

The money belongs to the -- that CD belongs to the City if we don't get those houses built in a year?

ERNEST BECKER, SR.:

Well, give it to the owners.

COUNCILMAN LEVY:

What?

ERNEST BECKER, SR.:

Give it to the owners. Make it into a park. It's got to go to a park that the neighbors can use.

CARMILLA HUMPHREY:

That'd be lovely.

COUNCILMAN LEVY:

Alright that would be good. You'll have -- you're telling me that those houses will be built in one year?

ERNEST BECKER, SR.:

Yes.

COUNCILMAN LURIE:

Get that down, Carol. Make sure you get that. Make sure the recorder's working.

ERNEST BECKER, SR.:

Whatever George wants to be sure the City's protected and they're protected that they have an attorney they want to have it protected, but let's get the money. Let's get the deal. The whole thing that's done to protect them. Pardon me, Bill, I'll get up.

COUNCILMAN LURIE:

Hey, Ernie, you're doing a pretty good job, you know, but maybe the last part you said is the part we're concerned with to protect those people that live there.

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ERNEST BECKER, SR.:

As I look up and down the deal, there has to be a buffer of some kind. That's a much better buffer than most of the -- up and down Decatur Boulevard.

COUNCILMAN LURIE:

We're not saying anything about the buffer. We're saying that we want the houses built. I mean to leave a strip of land there doesn't mean anything.

ERNEST BECKER, SR.:

I'm talking about the apartments too. The apartments to the time you get out to Decatur Boulevard. It's sure a lot better than what's going north. You know, and looks what's right next to them. Look at the apartments they have or whatever's down there that they have going and then the way the shopping center is starting to arrest. These apartments are going to look pretty good. It's a pretty wide deal and that's the way it's going to go and that's unfortunately the way it's got to go and they got a nice neighborhood and I don't want Phil Mirabelli to hit me in the face.

MAYOR BRIARE:

Well anyway what I was going to say, Mrs. Humphrey, this is supposed to be a day that's going to be the hottest in Las Vegas history, but it's also going to be the day of the great negotiation and I'm not so sure that this is all really our responsibility here but you've got a man here who wants to impress you and your neighbors with the fact that he's not just going to say something -- that he's willing to put up over a quarter of a million dollars saying that he is and Mrs. Humphrey's got a smile on her face.

COUNCILMAN LEVY:

She's thinking what she's going to do with her --

MAYOR BRIARE:

So does that make you feel a little better then what previous was -- you know, what we're going to do is start a precedent here that everybody that comes up and says they're going to do anything, we're going to say, well, get your time certificate. Folks, is there somebody else that -- yes, sir, please come forward.

CARMILLA HUMPHREY:

Thank you very much.

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MAYOR BRIARE: Thank you, Mrs. Humphrey. Is there anyone else that's going to be speaking today? Ma'am, are you going to speak?

COUNCILMAN LEVY: No.

MAYOR BRIARE: No. Are you going to speak? You'll decide in a minute.

BOB THALGOTT: This is more in line of a question this comment.

MAYOR BRIARE: Your name and home address, sir.

BOB THALGOTT: My name is Bob Thalgott. I live at 4605 Exposition. I noticed Councilman Levy sort of waved off the question about surface water drainage.

COUNCILMAN LEVY: No, sir. No, I didn't. Let me just explain that.

BOB THALGOTT: Please do.

COUNCILMAN LEVY: What happens -- they have to meet the standards that the City will come down with and we just take it somewhat for granted that it'll be done properly and they have to meet with our Flood Department and our staff and that is just one of the deals that they have to do.

BOB THALGOTT: The reason for the question.

COUNCILMAN LEVY: Yes, sir.

BOB THALGOTT: I was told the same thing when they built the Alamo Plaza and the Delta Engineering business -- building behind Exposition there.

COUNCILMAN LEVY: Well, I don't know how --

BOB THALGOTT: Between Exposition and Oakley.

COUNCILMAN LEVY: I understand what -- I know exactly where it's at.

BOB THALGOTT: Alright. Now since 1962 when we moved in and I presume since the beginning of time, that hill slanted away from Decatur and toward Oakley and all the surface water ran that way and Oakley filled up, but the houses along Exposition did not. So when they started that, they said, oh, there's a 9 foot drainage easement. We're going to have a drainage swale. We're going to have all

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BOB THALGOTT:

this stuff. Well, that was fine, but that acreage of parking lot slants back into the houses at Exposition and the first good rain we had, it flooded very nicely because right in the middle of this swale they had a concrete block wall and in that wall they had a 4x16" opening. The water came through the walls. The water came over the back of the property and dug out a considerable ditch along behind some of them. I don't know that anybody's ever going to change the way the property lies and perhaps, this will be great for us. I don't know. I'd just like to know where the water's going to go because it's going to come down there.

COUNCILMAN LEVY:

How does it get to your house now?

BOB THALGOTT:

What?

COUNCILMAN LEVY:

How does it get to your house now?

BOB THALGOTT:

Well right now it comes down the swale through the back of this parking lot. Now don't misunderstand me, it has not flooded my property, but it has come through the seams in the block wall.

COUNCILMAN LEVY:

To the people's back yard?

BOB THALGOTT:

In the next door neighbors. My next door neighbors it has.

COUNCILMAN LEVY:

Through the back yard?

BOB THALGOTT:

Through the back yard.

COUNCILMAN LURIE:

Harold, which way will that water go?

BOB THALGOTT:

Not through the house. Not through the house.

COUNCILMAN LURIE:

Towards Oakley?

BOB THALGOTT:

The water would flow from west to east there.

COUNCILMAN LEVY:

Well there's nothing to do with that.

HAROLD FOSTER:

They indicate on their plan, there's a 20 foot drainage channel out to Marcus and I don't know if it'll be taken completely south to Oakley and then east or if it'll go through Del Monte.

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BOB THALGOTT: Out to Marcus and then from Marcus it goes right down that swale. The thing is built that way. It's built to take it.

COUNCILMAN LURIE: Del Monte.

COUNCILMAN BUNKER: Is that Del Monte, the swale -- Del Monte?

BOB THALGOTT: No, no. It's in the back of the Alamo office building and the Delta office building.

COUNCILMAN LEVY: Where it says P-R on your map.

COUNCILMAN BUNKER: Okay.

BOB THALGOTT: That whole complex spokes northward -- spokes away from Oakley rather than toward Oakley.

COUNCILMAN BUNKER: When it gets to that point, wouldn't it come on out Marcus when that's finished? Marcus to Oakley?

HAROLD FOSTER: It should because of the home there and the subdivision..

BOB THALGOTT: So if this drains into Marcus, we're in bad trouble. We're in deep trouble.

COUNCILMAN LEVY: It should be going down Marcus to Oakley.

BOB THALGOTT: But it doesn't. That's not the way the water goes.

HAROLD FOSTER: I think that's just a temporary problem. When those homes get constructed on the west side, they'll be raised up and that will cut that off.

BOB THALGOTT: Del Monte would be right here. Alright, there was a small amount of water go down Del Monte, but never down Exposition. Now what happens is the water goes down this way. It comes down and here's an opening in the driveway. The water goes over that and right on down. Right square down the back and into Oakley.

COUNCILMAN LEVY: Well, there'll be a home there.

COUNCILMAN BUNKER: There'll be a home there and there'll be streets -- street, curb and gutter and certainly the drainage ought to go to Oakley.

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COUNCILMAN LEVY: Of course, we've had some rainfalls --

BOB THALGOTT: Through his yard.

COUNCILMAN LEVY: I'd like to say, we've had some rainfalls that I
don't care what you prepared -- couldn't stop it.

BOB THALGOTT: Oh well, you know, after 22 years without any
problem and we've had rainfalls a lot worse than
last August.

COUNCILMAN LEVY: Well I certainly hope our staff will be certainly
addressing that.

MAYOR BRIARE: Mr. Foster, would you explain condition number 7
that was put on this application by the Planning
Commission.

HAROLD FOSTER: That is basically the flood -- that the engineer
would have to come up with in connection with this
project that would show how the water's going to
flow and be handled, all flood waters, drainage
on this particular site and where the waters would
be directed from the site.

COUNCILMAN LURIE: You just can't take water from one piece of property
and channeled it out to somebody else's property
and think your problems over with.

HAROLD FOSTER: No, that's correct, but it can continue in its
normal flow. Like if some of it is directed down
in the alignment of Del Monte and that was its
natural historical flow, it can continue on its way,
except we don't want it to the degree that it would
cause flooding downstream.

COUNCILMAN LEVY: Water that goes down the P-R development, the Alamo,
that goes into the homes on Exposition, that is
certainly not the right flow.

HAROLD FOSTER: I think something has to be addressed there and maybe
that needs --

COUNCILMAN LEVY: Well maybe it's the Alamo -- has to be addressed and approached

BOB THALGOTT: Well, I think possibly it's that whole line of property
because the first occurrence of trouble was when they
built the Baptist Church there, paved that and raised
it above the existing flow and the last three houses on
on the street then had mud flow right through them.

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COUNCILMAN LEVY: Well they're going to have to analyze it, sir.

BOB THALGOTT: Well, all I say is that if this project does in fact drain everything into Marcus, then it's going to ruin a bunch of houses right down there.

HAROLD FOSTER: I think it'll be an improved situation from what we have right now because what happens is that waters coming down and going on that R-1 strip and getting onto that parking area behind the Alamo development and that's -- and that's going to be changed when homes are constructed on there and those pads are raised.

BOB THALGOTT: That's possible.

HELEN KAHANEK: Well I live at 4621 Exposition which I'm -- I'll be right next door to these single houses you know. It looks like a trash dump out there now, which it is, and I believe, you know, agree with him about the drainage because we didn't have the flooding until they built this Alamo Plaza and the water -- the Water District thing there and all this.

MAYOR BRIARE: The City Clerk would be real pleased if you'd give her your name.

HELEN KAHANEK: It's Helen KahaneK. I'm sorry, I thought I did. K-A-H-A-N-E-K, 4621 Exposition, but the drainage -- this last summer, it came up to our patio door. It lacked that much coming in our house and it has never done that before.

COUNCILMAN LEVY: Of course last summer, we had some rainfalls.

HELEN KAHANEK: Well yes, this is true. I don't want it to look like Caesar's Palace.

MAYOR BRIARE: The legislature has saved us from --

COUNCILMAN LEVY: Now wait a minute.

COUNCILMAN LURIE: Make sure you vote for the Flood Control Bill.

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HELEN KAHANEK: And then the single -- what did you finally decide about these single family homes? Will they be built within a year before, after, or during these apartments?

COUNCILMAN LEVY: I think what we're going to do is tie up a \$300,000 CD --

MAYOR BRIARE: That says he --

COUNCILMAN LEVY: That will -- that if he doesn't have these homes within a year, then the money's yours.

HELEN KAHANEK: That's good.

MAYOR BRIARE: No sabotage allowed. (laughter) Any other folks. Let's get on -- oh, yes, ma'am.

HELEN KAHANEK: Is he definitely tied to that?

COUNCILMAN LEVY: This plan right here?

MAYOR BRIARE: When you hear the motion --

HELEN KAHANEK: What he said.

MAYOR BRIARE: Right.

HELEN KAHANEK: Or can he stand here and tell us this and then go do whatever he wants to once he gets started out in that field?

COUNCILMAN LEVY: No, ma'am. When you hear that motion, that's what he'll be tied too.

HELEN KAHANEK: I just want to know that he's locked into --

COUNCILMAN LEVY: The motion you hear will be what -- if it passes, will be what they're locked into, both these two gentlemen.

COUNCILMAN LURIE: I want to hear the motion that you're going to make, Al.

COUNCILMAN LEVY: Am I going to make it?

MAYOR BRIARE: It's very simple.

COUNCILMAN LURIE: You've done all the talking. You've got it all solved.

MAYOR BRIARE: Follow the recommendations of the Planning Commission which is subject to the --

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COUNCILMAN LEVY: Alright. Do you want me to make a motion?

MAYOR BRIARE: I understand, staff's recommendation.

COUNCILMAN LEVY: No, Planning Commission. Mr. --

MAYOR BRIARE: Well, they both said the same.

COUNCILMAN LEVY: No they didn't. Planning Commission had one.
I'LL MAKE A MOTION TO FOLLOW THE RECOMMENDATION
OF THE PLANNING COMMISSION WITH THE ADDITION THAT
MR. BECKER PLACES WITHIN THE HANDS OF OUR CITY
TREASURER A CASHIER'S CHECK, C-D FOR \$300,000,
WHICH CONTAINS THAT IF THE HOMES ARE NOT BUILT
WITHIN ONE YEAR, THE MONEY WILL BE TURNED OVER
TO THE OWNERS' OF THE HOMES TO THE EAST.

PROPERTY OWNER: How far?

COUNCILMAN LEVY: FOLLOWING THAT PLAN RIGHT THERE.

COUNCILMAN LURIE: Because he's clear down to his house.

MAYOR BRIARE: I live about three miles east and I want to get
in on this too.

COUNCILMAN LURIE: What's the name of your subdivision there?

PROPERTY OWNER: Royal Crest Park.

COUNCILMAN LURIE: Royal Crest Park, that's right.

PROPERTY OWNER: I think you ought to take in Exposition.

COUNCILMAN LEVY: And Parade of Homes. See what they were doing
to you, your neighbors?

PROPERTY OWNER: The people --

COUNCILMAN LEVY: Excuse me. That will -- it will be used on the
plan that we have --

COUNCILMAN LURIE: The first time we've ever done this.

MAYOR BRIARE: I know.

COUNCILMAN LEVY: -- submitted right now.

COUNCILMAN BUNKER: I'd like Counsel's opinion on this.

COUNCILMAN NOLEN: City Attorney.

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COUNCILMAN BUNKER: City Attorney on this.

CITY ATTORNEY OGILVIE: I -- I have some problems with that condition to be turned over to the residents. You have a problem of -- it came from the audience how far you go, how you apportion it. I think probably the best way to handle the Certificate of Deposit if Mr. Becker doesn't perform within the year, would be that it would be used as a Performance Bond and be applied to completing those houses.

COUNCILMAN LEVY: I'm sure Mr. Becker will finish those houses.

COUNCILMAN LURIE: You want the houses finished. My question is, George, when does the year start?

CITY ATTORNEY OGILVIE: I would think at the time of the execution of the agreement. Mr. --

ERNIE BECKER, SR.: George, it will tie more to the completion of the apartments to something a year or something to do with the completion of the apartments. Supposing I took a year and a half?

COUNCILMAN LEVY: Nothing to do with the apartments, Mr. Becker.

ERNIE BECKER, SR.: Well, the problem that I have is, I've got a product I've got to sell and if you try to sell somebody a house and say "that's an apartment" or "there's going to be an apartment" or "it's going to look like this" or "it's half done," it just doesn't look quite as good as one that is completed and got the green grass and what have you, and that's all I'm trying to say is the completion of the --

COUNCILMAN LEVY: Not what you said five minutes ago.

COUNCILMAN NOLEN: What kind of timeframe do we anticipate on completion of the apartments, --

ERNIE BECKER, SR.: The apartments should go fairly fast.

COUNCILMAN NOLEN: -- Mr. Wyatt?

COUNCILMAN LURIE: He just said, one year.

FRANK WYATT: From the time we break ground it's normally ninety days and they're finished.

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COUNCILMAN NOLEN: When would you anticipate breaking ground?

ERNIE BECKER, SR.: Subject then to strikes.

COUNCILMAN LURIE: You can build it in ninety days?

ERNIE BECKER, SR.: Give us "subject to strikes" and give us also the interest --

COUNCILMAN LEVY: You're hedging, you're hedging.

ERNIE BECKER, SR.: No, no, only that part because if a union guy's doing it and you can't get him to work, Ernie Becker can only drive so many nails. I can plant more flowers. The only other thing is, the interest belongs to us until we have to forfeit the money and it's L. M. Maule, Inc. and Ernest A. Becker, that's who owns the property in --

CITY ATTORNEY OGILVIE: L. M. Maule, M-A-U-L-E?

ERNIE BECKER, SR.: Yah, L-A-U-L-E, capital L, capital M, period, period and Laule, L-A-U-L-E. If I went in there and said "Ernest A. Becker," he'd say "Well, you got yourself into that, you put it up."

COUNCILMAN LEVY: You got yourself into that and --

ERNIE BECKER, SR.: But he will -- that will be very fine, but he will insist he gets the interest on it and that's when I --

PROPERTY OWNER: -- zoned R-1 for twenty-five years to build homes on it.

MAYOR BRIARE: How long has that been zoned, Mr. Becker?

ERNIE BECKER, SR.: Well, we put it in the Parade of Homes in '62, '63 or '64. We had a subdivision on it. We had a tentative map and it's a part of the Parade of Homes map, but the City in here made us cancel that tentative map so we had to start all over again.

MAYOR BRIARE: It's been an unusual day. Have we got a motion -- do we have a motion? Are there any comments?

COUNCILMAN LURIE: Well, I want to make sure the motion is clarified, George.

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CITY ATTORNEY OGILVIE: Ernie, now when do you want the year to start?

ERNIE BECKER, SR.: When they start the apartments, we start our buildings.

COUNCILMAN LEVY: The moment the building permit on the apartments is taken.

ERNIE BECKER, SR.: We're obligated to complete them there and --

COUNCILMAN LEVY: The moment the apartments are -- the building permit is taken on the apartments, so --

ERNIE BECKER, SR.: The only thing about it is if there happens to be acts of God and strikes.

COUNCILMAN LEVY: You --

ERNIE BECKER, SR.: If he gets it done in a year, we're going to get our houses done in a year.

COUNCILMAN LEVY: He's going to get it done in three months.

ERNIE BECKER, SR.: Well, I hope so.

CITY ATTORNEY OGILVIE: Alright, a year from the time that the apartment building permits are taken out--

ERNIE BECKER, SR.: Okay.

CITY ATTORNEY OGILVIE: --and you will take out the permits on your houses before the apartment building permits are issued.

ERNIE BECKER, SR.: I'd like to have just a hair more. We want to be sure we get the houses we want to have built in there. If I get the permits -- it's alright. I can change the structure so that's alright.

COUNCILMAN LEVY: Stay out of this.

ERNIE BECKER, SR.: I can get one done.

FRANK WYATT: One thing, he can't take the permits out on his houses until the subdivision map is recorded and we will probably have all of our approvals long before then so there are some constraints there.

ERNIE BECKER, SR.: Three hundred thousand ought to give you some assurance.

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COUNCILMAN LEVY: Yah.

COUNCILMAN LURIE: Harold, you ought to put that letter from Barry Becker in there about the types of houses he's going to build because he said he would build them the same size as the houses they back up to.

COUNCILMAN NOLEN: For a point of clarification, Councilman Levy, has your motion been amended to --

COUNCILMAN LEVY: Yes, it will have to be.

COUNCILMAN NOLEN: Alright, thank you.

COUNCILMAN LEVY: My motion is to what Mr. Ogilvie has informed me as the City Attorney.

COUNCILMAN BUNKER: So it will be in the form of a Performance Bond and used to complete the houses.

ERNIE BECKER, SR.: That was the agreement, but if you have money left over, let them share it. Don't remember this on my next application.

COUNCILMAN LEVY: Everybody seems to be in accord with all of this, but probably one of the most important thing, of course, is that they build to this plan that the neighbors have all said they like, that they'll live with, didn't say they liked it.

MAYOR BRIARE: Are there further comments by the Council members?

COUNCILMAN LURIE: I just want to make sure that in one of Barry's conditions where it says "minimum house size, square footage," I just want to make sure the square footage is the same as the houses they're backing up to. --

COUNCILMAN LEVY: That's basically what he agreed to.

COUNCILMAN LURIE: -- and that's what he agreed to.

ERNIE BECKER, SR.: Okay. We'll get approval of the houses.

HAROLD FOSTER: Okay, and then I guess Condition No. 5 should be substituted for these conditions so we don't have that included, and then on the building permit for the single-family residences, was that being included that they be taken out first, or concurrently?

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985 - 2:00 P.M. - PAGE 28
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. G. 3. Z-34-85. MAYFLOWER
CONSTRUCTION COMPANY. APPLICATION FOR RECLASSIFICATION OF PROPERTY GENERALLY
LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 FEET NORTH OF OAKLEY BOULEVARD,
FROM: R-1 (SINGLE-FAMILY RESIDENCE) TO: R-3 (LIMITED MULTIPLE RESIDENCE) PROPOSED:
USE: APARTMENTS

COUNCILMAN LEVY: No, but he will get them done.

COUNCILMAN LURIE: He's got one year to get them built and sold.

COUNCILMAN LEVY: You'll see Ernie, Sr. out there hammering and you haven't seen that in a long time.

MAYOR BRIARE: Are you ready?

CITY ATTORNEY OGILVIE: Harold, I think -- were you thinking of changing Condition Number 5 or leaving it as it is?

COUNCILMAN LEVY: Taking it out.

HAROLD FOSTER: I think deleting it and then -- well, it would have to be modified in connection with these other changes.

CITY ATTORNEY OGILVIE: I think you ought to -- ought to leave it and add these conditions as additional conditions.

MAYOR BRIARE: Are we ready to vote?

PROPERTY OWNER: Can I ask a question before you vote?

MAYOR BRIARE: Well, go right ahead, sir, because any resemblance to this meeting between TWA Flight 847 negotiations and this meeting is purely coincidental.

BOB THALGOTT: Well, I'm Bob Thalgott again, but I didn't hear -- I'm sure somebody said, but at what stage are these houses to be -- the building to be in in order to have the performance completed?

COUNCILMAN LURIE: Completed. Completed with a landscape and a tree.

CITY ATTORNEY OGILVIE: No, Harold, what I was suggesting is leave Condition 5 as it is and then these additional conditions, the bond and everything, used as a means of enforcing Condition No. 5.

MAYOR BRIARE: Are you ready for the vote, gentlemen?

HAROLD FOSTER: Maybe the homes would be constructed after the apartment construction is completed.

COUNCILMAN BUNKER: As I understand it now, he has one year from the date the building permits are taken out on the apartments to complete the homes, the R-1 homes, complete the construction.

CITY ATTORNEY OGILVIE: The construction will still be going on concurrently --

TRANSCRIPT - CITY COUNCIL MEETING - JULY 3, 1985 - 2:00 P.M. - PAGE 29
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. G. 3. Z-34-85. MAYFLOWER
CONSTRUCTION COMPANY. APPLICATION FOR RECLASSIFICATION OF PROPERTY GENERALLY
LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260 FEET NORTH OF OAKLEY BOULEVARD,
FROM: R-1 (SINGLE-FAMILY RESIDENCE) TO: R-3 (LIMITED MULTIPLE RESIDENCE) PROPOSED:
USE: APARTMENTS

COUNCILMAN LEVY: We don't have to hold the apartments up.

COUNCILMAN LURIE: No.

COUNCILMAN BUNKER: That's right. Then he'll post the bond.

PROPERTY OWNER: He can take all the time he wants to build that
the way you've got it.

COUNCILMAN BUNKER: He's got to be done in a year and he forfeits
\$300,000.

PROPERTY OWNER: Yah, well, all he loses out is the building of
the homes. He has nothing to lose.

COUNCILMAN NOLEN: If he doesn't finish them in one year, he loses
\$300,000.

MAYOR BRIARE: Gentlemen, is the Council knowledgeable what the
motion is? For heavens sakes, let's vote. Cast
your votes. Post. The motion is APPROVED. (Motion
carried unanimously.)

END OF DISCUSSION

/s1

NOTICE OF PUBLIC HEARING

0321

June 13, 1985

Notice is hereby given that on June 13, 1985 at 7:30 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Planning Commission will hear the application of:

Z-34-85

APPLICATION OF MAYFLOWER CONSTRUCTION COMPANY

FOR RECLASSIFICATION OF PROPERTY GENERALLY

LOCATED ON THE WEST SIDE OF MARCUS DRIVE, 260

FEET NORTH OF OAKLEY BOULEVARD.

June 12, 1985

Received 5 Pages
containing names
of protestors to
this request.

FROM: R-1 (Single Family Residence)

TO: R-3 (Limited Multiple Residence)

PROPOSED USE: APARTMENTS

Donna Perten

Legally described as a portion of the South
Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
Section 6, Township 21 South, Range 61 East,
MDB&M

RECEIVED
JUN 12 1985
PLANNING AND
DEVELOPMENT

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of the proposed reclassification; or may, prior to this hearing, file with the Department of Community Planning and Development, written objections thereto or approval thereof.

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

Harold P. Foster

HAROLD P. FOSTER, DIRECTOR

HPF:lm

The information contained above is considered to be accurate; however, there may be minor violations involved. A complete detailed legal description is on file in the Department of Community Planning and Development.

SEE LOCATION MAP ON REVERSE SIDE.

LUCKY
MARKET

1800

PARKING

CITY COUNCIL MINUTES - JULY 3, 1985

0322

6727
THEFTMART

PARKING

6767
BOWLING
ALLEY

4501
VAC.
DEPT. S

PARKING

MONTCLAIR

DECATUR BLVD

1620
SERVICE
STATION

WATCH
OIL
PUMP
STATION

OAKLEY BLVD

FURNITURE
STORE

7-3

DECATUR BLVD

MARSH

DEL MONTE AVE

EXPOSITION AVE

HILLCREST

AVENUE

BUCKEYE

3-35

AGENDA*City of Las Vegas*

July 3, 1985

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

ITEM

Council Action

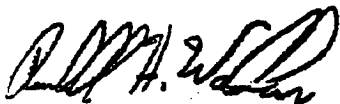
Department Action

XI. ADDENDUM ITEMS

NONE

NONE

APPROVED AGENDA ITEM



July 3, 1985

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

City of Las Vegas

ITEM

Council Action

Department Action

XII. CITIZENS PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council until the notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

NONE

NONE

MEETING ADJOURNED AT 3:37 P.M.

APPROVED AGENDA ITEM

