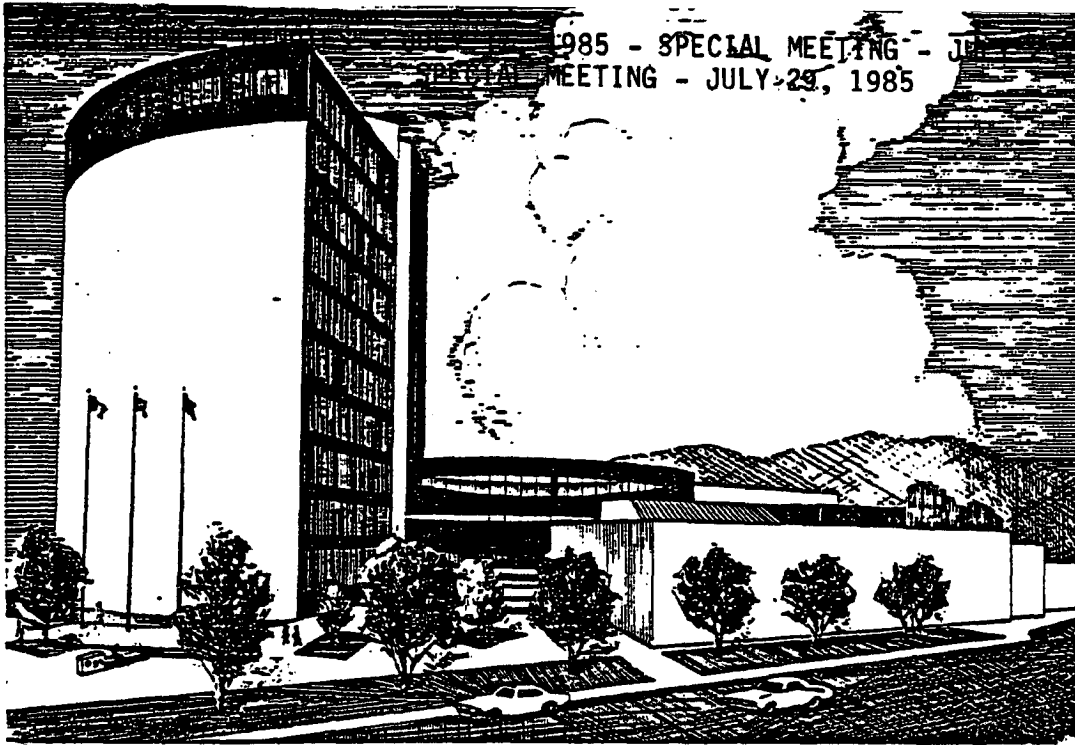




MINUTES

City of Las Vegas

CITY COUNCIL

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

Regular Meeting
July 17, 1985

DATE: Special Meeting
July 23, 1985

TIME: Special Meeting
July 29, 1985

9:00 A.M.; 8:30 P.M.
and 4:00 P.M.

INVOCATION: Father James Karagas - Saint John The Baptist
Greek Orthodox Church

PLEDGE OF ALLEGIANCE: Mayor - Led Audience in Pledge

CITY COUNCIL

MAYOR BILL BRIARE

PRESENT

ABSENT

EXCUSED

☒

☐

☐

COUNCILMAN RON LURIE
MAYOR PRO-TEM

☒

☐

☐

COUNCILMAN AL LEVY

☒

☐

☐

COUNCILMAN BOB NOLEN

☒

☐

☐

COUNCILMAN W. WAYNE BUNKER

☒

☐

☐

CITY ATTORNEY

GEORGE F. OGILVIE

☒

☐

☐

APPROVED BY REFERENCE December 18, 1985

ATTEST:

Carol A. Hawley

CITY CLERK

William H. Briare

MAYOR

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

AGENDA

City of Las Vegas

July 17, 1985

Page 1

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

ITEM

Council Action

Department Action

I. 9:45 A.M.

FULL COUNCIL PRESENT

A. COMMUNITY RELATIONS

NONE

B. SPECIAL EVENTS

NONE

II. 10:00 A.M.

A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN
MEETING LAW

ANNOUNCEMENT MADE

B. INVOCATION

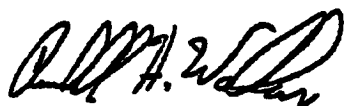
Father Nicholas Soraich
St. Simeon Serbian Orthodox Church

Invocation Given by
Father James Karagas,
Saint John The
Baptist Greek
Orthodox Church

C. PLEDGE OF ALLEGIANCE

Mayor led audience
in Pledge

APPROVED AGENDA ITEM



(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

ss

COUNTY OF CLARK)

Marlene Perry, an employee of the City of Las Vegas, Nevada
being first duly sworn, deposes and says that on the 12th day of July,
1985, a copy of the AGENDA (NOTICE), of Regular MEETING of the
CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 17th day of
July, 1985 was deposited in the United States Mail,
Postage prepaid, First Class Mail, Postage prepaid, First Class Mail, to each
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).

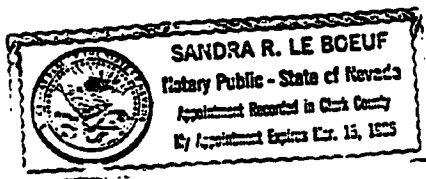
Marlene Perry
SIGNATURE (an employee in the
Office of the City Clerk)

Subscribed and sworn to before me this

12th day of July, 1985

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

My Commission expires: 3-15-86



(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

COUNTY OF CLARK)

ss

Sharon Perry, an employee of the City of Las Vegas,
Nevada being first duly sworn, deposes and says that on the 12th day of
July, 1985, at the hour of 8:45 AM there were posted
copies of the attached AGENDA (NOTICE), of a Regular Meeting of the CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA, to be held on the 17th 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).

Sharon Perry
SIGNATURE

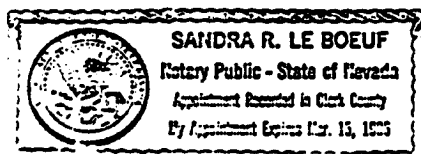
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

12th day of July, 1985

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

My Commission expires: 3-15-86



AGENDA

City of Las Vegas

July 17, 1985

CITY COUNCIL

Page 2

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY

JERRY J. CAHILL, DIRECTOR

*CONSENT AGENDA

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

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

Family Child Care Home

1. ELIZABETH FREDERICKS
4509 Nolan Lane

4 children days/2 nights

005 *B. GAMING -- Additional

1. EXBER, INC.

El Cortez Hotel & Casino
600 East Fremont
6 slots

2. RAINBOW VEGAS HOTEL, A
PARTNERSHIP

Rainbow Vegas Hotel
401 South Casino Center
18 slots

Lurie -
APPROVED
Unanimous

Staff to proceed

Lurie -
APPROVED Items 1
thru 7 as recom-
mended.
Unanimous

Staff to proceed

SEE ABOVE

APPROVED AGENDA ITEM



0005

AGENDA

City of Las Vegas

July 17, 1985

Page 3

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

3. SCOTT PLAZA, INC.

Union Plaza Hotel & Casino
#1 Main Street
100 slots
12 Poker Tables

APPROVED
See Page 2

See Page 2

4. WESTHILL LANES, INC.

West Hill Lanes, Inc.
4747 West Charleston
33 slots

APPROVED
See Page 2

See Page 2

5. CASINO COIN COMPANY

Quik Stop Market
429 Las Vegas Blvd. South
2 slots

APPROVED
See Page 2

See Page 2

6. LEO DICANDILO/OPERATOR

White Cross Drugs
1700 Las Vegas Blvd. South
8 slots

APPROVED
See Page 2

See Page 2

7. UNITED COIN MACHINE COMPANY

Boodles Lounge & Restaurant
7002 West Charleston
1 slot

APPROVED
See Page 2

See Page 2

APPROVED AGENDA ITEM



AGENDA

City of Las Vegas

July 17, 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)

C. LIQUOR -- New

1. *TOBY'S OF LAS VEGAS
dba
TOBY'S OF LAS VEGAS
2129 Industrial Road

Beer/Wine On-Sale

Toby's of Las Vegas, a general
partnership

Terry Lee Castner, 50%
Patrick Craig Endy, 25%
Eric Paul Endy, 25%

*Subject to the provisions of the
Health Department regulations

2. *RAFAEL DIAZ
dba
RINCON CRIOLLO
1414 East Fremont Street

Beer/Wine On-Sale

Rafael Diaz, 100%

*Subject to the provisions of the
Fire codes

Lurie -
APPROVED, subject to
provisions.
Unanimous

Staff to proceed
Patrick Endy
appeared

Lurie -
ABEYANCE as per
applicant's request.
Unanimous

8/7/85 Agenda

APPROVED AGENDA ITEM



City of Las Vegas
AGENDA DOCUMENTATION

Date: July 5, 1985

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 17, 1985 CITY COUNCIL AGENDA
LIQUOR -- New

PURPOSE/BACKGROUND

Item, "C", 2.

Appearing on the Department of Business Activity portion of the agenda is a request for a new Beer/Wine On-Sale license from Rafael Diaz, dba Rincon Criollo at 1414 East Fremont Street.

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

FISCAL IMPACT

RECOMMENDATIONS

Agenda Item

AGENDA

City of Las Vegas

July 17, 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)

D. LIQUOR -- Change of Ownership

1. From: Peggy J. Irete, 50%
Robert Hawthorne, 50%

TO: *JAMES A. MC CORMICK
dba
THE GREEN SHACK
2524 East Fremont

General On-Off Sale

James Anthony McCormick,
100%

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

E. LIQUOR -- Change of Location

1. From: 4400 East Charleston

TO: STOP 'N GO MARKETS OF
NEVADA, INC.
dba
STOP 'N GO MARKET #358
15 North Lamb

General Off-Sale

Stop 'N Go Markets of
Nevada, Inc., a wholly-
owned subsidiary of
National Convenience
Stores, Inc.

V. H. Van Horn, Pres,
Dir

A. J. Gallerano, V.P.,

APPROVED AGENDA ITEM

Secy

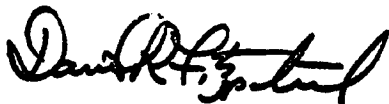
et al

Lurie -
APPROVED, subject to
provisions and one-
year review.
Unanimous

Staff to proceed

Lurie -
APPROVED
Unanimous

Staff to proceed



AGENDA

City of Las Vegas

July 17, 1985

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

ITEM	Council Action	Department Action
<u>III. DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
F. <u>LIQUOR & GAMING -- Approval of Suitability</u>		Staff to proceed
1. WILSON COIN MACHINE CO., INC. dba WILSON COIN MACHINE COMPANY 1901 North Rancho Drive Slot Operator License FOXY'S JACKPOT CITY, INC. dba FOXY'S FIREHOUSE CASINO 2423 Las Vegas Boulevard South General On-Off Sale License Nonrestricted Gaming KELLY'S LIQUOR, INC. dba THE LIFT 3045 Valley View General On-Off Sale License Nonrestricted Gaming: 35 Slots ALSTATE ENTERPRISES, INC. dba ERNIE'S BAR 1901 Rancho Drive General On-Off Sale License Nonrestricted Gaming: 35 Slots Melvin B. Wolzinger, Executor of the Estate of Earl Wilson Hazel M. Wilson, Successor in Interest to the Estate of Earl Wilson	Lurie - APPROVED Unanimous	

APPROVED AGENDA ITEM



AGENDA

City of Las Vegas

July 17, 1985

CITY COUNCIL

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1009 G. LIQUOR & GAMING -- Change of Ownership

1. From: J. R. G., Inc.
Robert Gordon, Pres,
Dir, 90%
Michael Gordon, Secy,
Treas, Dir, 10%

TO: *PACDOT, INC.

dba
TWIN LAKES LIQUOR
1032 North Rancho

General On-Off Sale
Restricted Gaming:
15 slots

Patricia A. Geisbauer,
Pres, Dir, 33 1/3%
Carl Schraiber, V. P.,
Dir, 33 1/3%
Donald J. Bolstad,
Secy, Treas, Dir,
33 1/3%

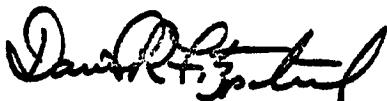
*Subject to the provisions of the
Planning, and Fire codes and
Health Department regulations

Also subject to final State Gaming
approval on July 25, 1985

Lurie -
APPROVED, subject to
provisions and final
State Gaming approval.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

City of Las Vegas

July 17, 1985

Page 8

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

H. LIQUOR -- Approval of Managers

1. SAFEWAY STORES, INC.
dba
SAFEWAY STORES
700 South Decatur
1100 East Charleston
701 North Rancho
3535 West Sahara

General Off-Sale Licenses

District Manager:
Michael W. Rae

2. SKAGGS COMPANIES, INC.
dba
SKAGGS-ALPHA BETA #482
4420 East Bonanza

General Off-Sale License

Store Manager:
Ronald Duane Brown

3. CIRCLE K CORPORATION
dba

CIRCLE K STORE #0542
3500 East Charleston

CIRCLE K STORE #1254
3435 North Rancho

Beer/Wine Off-Sale Licenses

Store Managers:
Kennetha Dawn Crowley, Store
#0542
Deborah Ann Sheehan, Store
#1254

Lurie -
APPROVED as recom-
mended Items 1 thru
4.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

July 17, 1985

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

Page 9

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

H. LIQUOR -- Approval of Managers
(cont'd)

4. LUCKY STORES, INC.
dba

LUCKY DISCOUNT CENTER #695
3121 North Rancho

LUCKY DISCOUNT CENTER #735
1200 South Decatur

LUCKY STORE #731
1501 North Decatur

General Off-Sale Licenses

Store Managers:
Paul Williamson, Store #695
Chris Pocino, Store #735
James F. Kimble, Store #731

APPROVED
See Page 8

See Page 8

I. LOCKSMITH LICENSE -- New

1. *WALTER E. ABELE
dba
A-T0-Z LOCK & KEY
4528 West Charleston

Walter Edmond Abele, 100%

*Subject to the provisions of the
Planning and Fire codes

Lurie -
APPROVED, subject to
provisions.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

David R. [Signature]

AGENDA

City of Las Vegas

July 17, 1985

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

Page 10

ITEM Council Action Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

I. LOCKSMITH LICENSE -- New

2. HENLEY, HENLEY & MOBLEY
dba
*DIAMOND LOCK & KEY
1959 North Decatur

James Edgar Henley, Co-owner,
34%
Mary Ellen Henley, Co-owner,
33%
Gloria Fay Mobley, Co-owner,
33%

*Subject to the provisions of the
Fire codes

Lurie -
APPROVED, subject to
conditions outlined
in Investigative
Report and subject
to provisions and
one-year review.
Unanimous

Staff to proceed
Hash Hanief, LVMPD,
appeared
James Henley
appeared

Note: Investigative Report on file
at LVMPD.

J. PRIVATE INVESTIGATORS LICENSE -- New

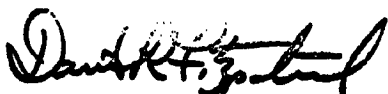
1. PROFICIENCY INVESTIGATIONS,
INC.
dba
PROFICIENCY INVESTIGATIONS,
INC. OF NEVADA
1111 Las Vegas Blvd. South #313

John David Hooker, Pres,
Treas, Dir, 50%
James E. Decker, Secy, Dir,
Qualifying Agent
Miles Arthur Hedding, 50%

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

City of Las Vegas

July 17, 1985

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1011 K. PRIVATE INVESTIGATORS LICENSE --
Change of Location

1. From: 1605 East Charleston

TO: ALAN M. KAPLAN
dba
ATTORNEYS'
INVESTIGATIVE
CONSULTANTS
5130 East Charleston,
Suite 5

Alan Millard Kaplan,
100%

Lurie -
APPROVED
Unanimous

Staff to proceed

1011 L. MASSAGE ESTABLISHMENT LICENSE --
New

1. *JOELLYN GRAHAM
dba
DAVID
4820 Alpine Place, Bldg. G

Joellyn Rose Graham, 100%

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

Lurie -
APPROVED, subject to
provisions of
Licensing Department
Unanimous

Staff to proceed

Jerry Cahill
appeared

Joellyn Graham
appeared

APPROVED AGENDA ITEM

David R. F. [Signature]

AGENDA

City of Las Vegas

July 17, 1985

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

M. LIQUOR -- Request for Approval of Nonoperational Status

1. SKAGGS COMPANIES, INC.

dba
SKAGGS DRUG CENTER
800 North Rancho Drive

General Off-Sale License

Skaggs Companies, Inc.,
a wholly-owned subsidiary of
American Stores Company

(Nonoperational status for period
4/25/85 to 7/25/85 approved
4/17/85. Request for approval of
extension for additional three-
month period: 7/25/85 to 10/25/85.)

2. CHAR-SHAL CORPORATION

dba
SHALIMAR HOTEL, RESTAURANT &
LOUNGE
1401 Las Vegas Blvd. South

General On-Sale Restaurant Ltd.

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

(Nonoperational status for period
10/29/84 to 1/29/85 approved
10/17/84. Nonoperational status
for period 1/29/85 to 4/29/85
approved 1/16/85. Nonoperational
status for period 4/29/85 to
7/29/85 approved 4/17/85. Request
for approval of extension for
last three-month period: 7/29/85
to 10/29/85.*)

*NOTE: License must be activated
prior to midnight 10/28/85.

Lurie -
APPROVED Items 1 & 2
Unanimous

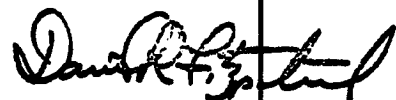
Staff to proceed

APPROVED
See above

See Above

Applicant present

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: July 5, 1985

TO:
The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 17, 1985 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational Status

PURPOSE/BACKGROUND

Item, "M", 1 and 2.

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

1. Skaggs Companies, Inc., dba Skaggs Drug Center.
2. Char-Shal Corporation, dba Shalimar Hotel, Restaurant & Lounge.

Copies of letters requesting extensions are attached.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "M" 1 and 2

LAW OFFICES

KEEFER, O'REILLY & HAIGHT

AN ASSOCIATION INCLUDING A PROFESSIONAL CORPORATION

SUITE ONE, NEVADA PROFESSIONAL CENTER

325 SOUTH MARYLAND PARKWAY

LAS VEGAS, NEVADA 89101

MILTON W. KEEFER
JOHN F. O'REILLY, P. C.
DONALD H. HAIGHT
MARK E. FERRARIO
WILLIAM A. ZEIGLER
VIRGINIA L. HUNT
DENNIS E. WAGNER
CHRISTOPHER W. VOISIN

TELEPHONE
AREA CODE 702
382-2660

June 19, 1985

HAND DELIVERED

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

Re: Skaggs Drug Center #38
800 North Rancho Road

Dear Mr. Cahill:

This is to request that the Liquor License issued to the above location be placed in a nonoperational status under the provisions of the Liquor Control Ordinance of the Las Vegas Municipal Code Section 6.50.190.

It is also requested that this application be presented to the City Counsel of Las Vegas for their approval at your earliest convenience.

Sincerely yours,



MILTON W. KEEFER, ESQ.

MWK:rp

cc - Skaggs Company Inc.

The Honorable Mayor and City Council

of the City of Las Vegas

in c/o Mr. Jerry Cahill

Director of Business Activities

400 E. Stewart Avenue

Las Vegas, Nevada 89101

June 20, 1985

Gentlemen:

re: Shalimar hotel and restaurant lounge. 1401 Las Vegas Blvd. South,
Las Vegas. General on sale limited restaurant license. License # L-04-
22-4-00576.

This in reference to our letter on April 1, 1985. Please be advised
that we are requesting an extension on the above mentioned liquor license
for the Shalimar hotel and restaurant lounge. We have found a proposed
buyer and are awaiting approval of our offer.

Anything you can do to expedite the issuance of this license, will be
greatly appreciated by the writer.

Sincerely,

Charollette Richards
Charollette Richards

AGENDA

City of Las Vegas

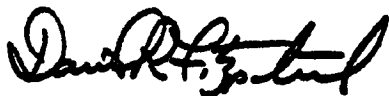
July 17, 1985

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

ITEM	Council Action	Department Action
<u>III. DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
1015 N. <u>SPECIAL EVENT LIQUOR LICENSE</u> 1. THE NUCLEUS ASSOCIATES, LOCAL DEVELOPMENT COMPANY Location: 950 West Owens Dates: August 3 and 4, 1985 Responsible Licensee: Willie Neal Elks Paran Lodge 1508	Lurie - APPROVED Unanimous	Staff to proceed
1016 O. <u>APPEAL ON DENIAL OF BUSINESS LICENSE</u> 1. LAS VEGAS TALENT & BOOKING, INC. dba LAS VEGAS TALENT & BOOKING, INC. 723 South Third Street Gary M. Naseef, Pres, Secy Robert Rubenstein, Treas	Nolen - APPEAL DENIED. Motion carried with Briare and Levy voting "no." Report dated 7/8/85 from Deputy City Manager Daniel Fitzpatrick and all attachments made part of record. NOTE: Verbatim transcript made part of Final Minutes.	Staff to proceed Robert Yeargin, Deputy City Atty., Richard McGough, Hash Hanief, LVMPD, appeared. Gary Naseef appeare

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: July 8, 1985

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 17, 1985 CITY COUNCIL AGENDA
APPEAL ON DENIAL OF BUSINESS LICENSE

PURPOSE/BACKGROUND

Item, "Q", 1.

Appearing on the Department of Business Activity portion of the agenda is a request from Gary M. Naseef, President of Las Vegas Talent and Booking, Inc., for the appeal of the denial of a general business license.

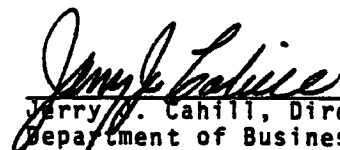
The application of Las Vegas Talent and Booking, Inc. was filed with the Department of Business Activity on May 28, 1985. The application listed Gary M. Naseef, President and Robert Rubenstein, Treasurer, and described the type of business to be conducted as:

"Place and direct advertising and promotional activities for special events. I intend to direct all advertising related to promotion for all clients and to consult with them in their promotional approach to such events i.e. suggest the number of billboards and what copy they should use, also suggest what medias would be the best buy for their events."

Specific grounds as set forth in Las Vegas Municipal Code Section 6.02.330, which formed the basis of denial of the application are outlined in the department's amended letter of denial dated June 24, 1985.

Attached and made part of this documentation are copies of the following:

- 1) Business license application
- 2) Amended letter of denial dated June 24, 1985
- 3) Applicant's arrest record
- 4) Concert License Agreement


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "Q" 1

CITY OF LAS VEGAS
DEPARTMENT OF BUSINESS ACTIVITY
P.O. Box 1900 - 400 E. Stewart
Las Vegas, Nevada 89125

0021

BUSINESS LICENSE APPLICATION

All questions must be answered. Application must be completed in ink or typed.

Purpose of Application: (Check Appropriate Block(s))		License No.: <u>402</u> 28
New Business ☒	Former Name: _____	License No.: _____
Change In Name ☐	Former Owner: _____	License No.: _____
Change In Ownership ☐	Former Location: _____	
Change In Location ☐	Added ☐ Deleted ☐ All New ☒	
Change In Corporate Officer(s):		
Business Name (DBA): <u>Las Vegas Talent & Booking, Inc.</u>		
Business Address: <u>723 South Third Street</u>		Zip: <u>89101</u>
Mailing Address: <u>Same as above</u>		Zip: _____

Business Phone: <u>382-6040</u>
Parent Business Name: <u>N/A</u>
Est. Date License To Begin: <u>June 1, 1985</u>

Type of Business: Advertising & Promotion Consultant

Brief Description Of How Business Is To Be Conducted:
Place and direct advertising and promotional activities for special events.

I intend to direct all advertising & promotion for all clients & to consult with them in their promotional approach to such ends - E.V.

Door-To-Door Soliciting: Yes ☐ No ☒

All New Merchandise: Yes ☐ No ☐ N/A

Description Of Above Business Address:
723 South Third Street between Gass and Garces

Storage Required: Yes ☐ No ☒

If yes, where: _____

Nevada State License(s) No.: N/A Health Permit No.: N/A

State Sales Tax Permit No.: N/A Applied For: N/A

Other Current Business Licenses: N/A

Ownership Is: (Check One) Sole Proprietor ☐ Partnership ☐ Corporation ☒ Association ☐

Name: <u>Gary M. Naseef</u>	Title: <u>President</u>	Residence: <u>3700 South Las Vegas Blvd. Las Vegas, NV 89109</u>
	Phone No.: <u>798-4238</u>	Social Security: <u>530-26-9558</u> Date Of Birth: <u>9-3-44</u>

Name: <u>Robert Rubenstein</u>	Title: <u>Treasurer</u>	Residence: <u>11872 Starfish Ln. Malibu, CA 90265</u>
	Phone No.: <u>(213) 457-2890</u>	Social Security: <u>556-78-5962</u> Date Of Birth: <u>9-7-57</u>

Name: _____	Title: _____	Residence: _____
	Phone No.: _____	Social Security: _____ Date Of Birth: _____

Corporate Resident Agent/Local Mgr.: <u>Gary M. Naseef</u>	Business Address: <u>723 South Third Street</u>	Business Phone: <u>382-6040</u>
--	---	---------------------------------

Has owner(s) been arrested: (except minor traffic violations) Yes ☐ No ☒

If yes, list arrest(s):

Name:	Date:	Charge:	Location:	Disposition:

COMPLETE IF APPLICABLE:

Coin-Operated Machines: Amusement ☐ # _____ Juke Box ☐ # _____ Cigarette ☐ # _____

Location Of Machines: _____ Date Placed In Service: _____

DO NOT WRITE IN THIS BOX

Bond: Type: _____ Amount: _____ Attached: _____ Pending: _____
Insurance: Amount: _____ Policy Attached: _____ Pending: _____
Insured By: _____ Expiration Date: _____
Vehicle No.: _____ Date Sticker Issued: _____ Police I.D. No.: _____
Letter Of Authorization On Premises: Attached: _____ Pending: _____
Other: _____

General Receipt No.: 72440 Date: 5-28-85 Amt: \$832 Paid To: 1-1-86

Date Logged: 5-28-85 Semiannual Rate: _____

If Change Of Ownership/Location: License Fees Paid To: _____ Owing: _____
Room Taxes Paid To: _____ Owing: _____

Sewer Cycle No.: _____ Amount: _____ Paid To: _____ Owing: _____

Referral To LVMPD: Date: _____ Plate Card: _____ License: _____

Seating Capacity: Number Of Seats: _____

City Council Approval Date: _____

APPROVALS:

TENTATIVE

Planning _____ Date: 5/30/85 By: H. W. Burt

Fire _____ Date: _____ By: _____

License _____ Date: _____ By: _____

Additional Comments Or Information:

1. I suggest the # of billboards + what signs they should use also
suggest what signs would be the best buy for this event.

no spend raised, see Charlotte City Council

The filing of an application does not authorize the applicant to conduct any business for which a license is required, and any carrying on of such business before a license is issued may be grounds for denial of a license.

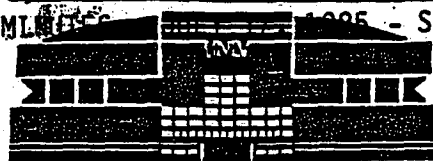
CERTIFICATION

I, the undersigned, have answered all questions in this application and to the best of my knowledge, all answers are true and correct. I further understand that disclosure of any false, misleading, or incorrect answers could result in denial of the license.

Received By:

J. M. J. (PRES.) 5-17-85
Signature Of Applicant Title Date

J. W. Burt 5/21/85
Department Of Business Activity Date



UNIVERSITY OF NEVADA, LAS VEGAS
4805 MARYLAND PARKWAY
LAS VEGAS, NEVADA 89154

1985 - SPECIAL MEETING - JULY 23, 1985 AND

THOMAS
& MACK
CENTER

CONCERT LICENSE AGREEMENT

1. THE UNIVERSITY OF NEVADA, LAS VEGAS (herein called the "University") and the THOMAS AND MACK CENTER (herein called the "Center") hereby grants to:

Booking Agent/Producer Concert Series, LTD.
Address 723 So. 3rd Street
City & State Las Vegas, NV 89101
Phone (702) 382-6040
Representative Gary M. Naseef

RECEIVED
THOMAS & MACK CENTER

MAY 17 1985

(herein called the "Producer") permission to use all that certain space (hereinafter referred to as Licensed Space), known as Thomas and Mack Center situated in the City of Las Vegas, Nevada and such other parts of that structure as may be permitted by the University for the sole purpose of presenting:

Event: "NEW EDITION"

on the following dates(s) and at the following times(s):

Day	Date
Sunday,	June 16, 1985

Move-in period shall begin at a.m. on June 16, 1985 and

Move-out must be completed by a.m. on June 17, 1985

2. **FEE TERMS:** Center agrees to pay Producer/Agent all gross receipts from paid admissions less 11 1/2 % or Five thousand Dollars (\$ 5,000.00) which ever is greater. Producer/Agent agrees to pay Center a Thirty-five hundred Dollars non-refundable deposit upon the execution of this contract. Deposit checks shall be made payable to "UNLV Board of Regents".

"Gross receipts from paid admissions" shall mean the gross amount paid for tickets, admissions or any rights to admissions after deducting only any applicable federal, state or local admission taxes. Gross receipts shall be determined irrespective of whether paid in cash or otherwise and irrespective of the failure of the holder of any admission ticket to use same.

3. **INSURANCE:** Producer shall obtain, at its own expense, and keep in effect during the full period for which privileges hereunder are granted a policy or policies of public liability insurance in which the Producer and THE UNIVERSITY OF NEVADA, LAS VEGAS, plus their officers, agents, service contractors, concessionaires and employees acting in the scope of their duties relating to the licensed event shall be named as co-insured. The minimum public liability policy shall be:

\$ 1,000,000.00 combined single limits

covering injury to persons or damage to property in or about the Licensed Space or occurring in the course of or as a result of the privileges granted hereunder. The aforesaid policy or policies shall be in a form and content satisfactory to the University and cover all operations and premises to be used. Not later than seven days before the start of the event, Producer shall furnish to the Center a certificate or certificates evidencing that the required insurance policies are in full force and effect. In the event that Producer does not provide certification evidence of such insurance, the Center reserves the right to insure Producer according to Center standards with all costs being referred to the Producer.

4. **EXTENDED USE:** In the event Producer has not terminated its event within the period specified in paragraph 1 of this Agreement, there shall be added rental for each additional hour or portion thereof equivalent to Twenty Percent (20%) of the minimum guaranteed rental. This extended use rental shall be over and above any and all percentage rental and other money due the Center under this Agreement.

5. **STAFFING:** Center will secure and Producer will pay, at the rates in effect at the time of the event, all necessary staffing, including security guards. The Center retains the right to determine the appropriate number of staff and security personnel necessary to serve and protect the public. Producer shall at its own expense employ all necessary musicians, stagehands and other personnel not provided by the Center.

6. **SERVICES PROVIDED:** Included as part of the rental, the Center will provide at its expense the seating setup, heating/air-conditioning, overhead light for ordinary illumination, use of the existing public address system, use of available dressing rooms and temporary offices, and all extraordinary utilities. All cleaning of public spaces, equipment use and services requested or required beyond normal operation and maintenance of the Licensed Space

and not specifically provided for in this Agreement shall be at the expense of the Producer. This shall include but not be limited to special seating changeovers, erection of stages and platforms, decorations, sound and lighting installations and any other special services requested or required by the Producer.

7. **TICKETS:** The Center Ticket Office shall at all times maintain control of all ticket sales, ticket sellers and ticket revenues until settlement. Tickets shall be purchased at the expense of the Producer from a bonded ticket printer and a manifest required. The Producer shall reimburse the University for all Ticket Office services, in accordance with the standard rates and regulations of the Center. There shall be no advances made out of ticket sales receipts until the conclusion of the event. The Center reserves the right to withhold from sale sufficient tickets to cover sightline and other seating problems. The Center will exert every caution against bad checks from customers but the ultimate responsibility is that of the Producer.

8. **SEATING CAPACITY:** The Producer will not permit to be sold or distributed tickets or passes in excess of the seating capacity of the Center as determined by the Center Manager.

RECORDING RIGHTS: The Producer shall have the right to use the Licensed Space by any radio or television broadcasting, without having first received the permission of the Center. There shall be no live telecast of the event on any form of television within one hundred miles of the Center, unless the Producer agrees to pay the Center in addition to and not in lieu of any rentals, a separately negotiated fee, intended to provide income protection to the Center for potential loss of rental, concessions, parking and other income. The Producer shall reimburse the Center for all labor, utilities and services required in accommodating approved radio and television broadcasts.

10. **COMPLIMENTARY TICKETS:** When the Center is to receive a percentage of gross admission receipts, Producer shall not issue in excess of five hundred (500) complimentary tickets or other authorizations providing free admission, without the advance approval of the Center Manager. This approval shall not be unreasonably withheld. Any and all complimentary tickets shall be issued through the Center Ticket Office, subject to normal Center control procedures. The Producer shall provide the Center with complimentary tickets for the full capacity of the President's Box and 30 additional complimentary tickets for each performance in prime areas selected by the Center Manager.

11. **SETTLEMENT:** Percentage rental fee settlement shall be made on the final night of the event, unless other arrangements have been agreed to by the parties. Reimbursable costs shall also be paid on a preliminary basis at the time of the rental settlement. These shall be on a best-estimate basis, with the University retaining a reasonable contingency. Any unused portion of the contingency shall be immediately paid to Producer along with the final settlement statement, as soon thereafter as possible. The Center shall have the first and paramount lien on all ticket receipts for any sums due under this agreement. The Center shall have the sole right to retain a sufficient portion of the ticket receipts to cover any and all sums due the Center under this agreement.

12. **PARKING:** The Center shall retain exclusive rights to the control of all parking operations and revenues. Parking rates shall be the same for all events held in the licensed facilities. The Center will provide the Producer with a reasonable number of parking permits, as determined by the Center to be used by participants, officials, press and other invitees of the Producer. These permits will entitle the holder to free parking in a permit area designated by the Center. Permit holders shall be subject to parking rules established by the Center.

13. **CONCESSIONS:** The Center shall retain exclusive rights to all food and beverage, catering, checking and any and all other concessions. Sale of food and beverages shall not be permitted except through the Center or its concessionaire. Food and beverage prices shall be the same for all events presented in the Licensed Space, subject to prices established from time to time by the Center. The Center reserves the sole right to designate areas within the Licensed Space at which food, beverages and any other merchandise can be sold. The Producer shall have the right to sell programs and novelties through the Center's designated agents, subject to rates and regulations established by the Center, and advance agreement between both parties.

14. **INTERMISSIONS:** The Producer agrees that every public performance which is not staged within a single hour will have an intermission period of not less than fifteen minutes.

15. **INDEMNIFICATION:** Producer agrees to defend, indemnify and hold the University harmless from all claims, suits, actions or liabilities resulting from injuries (including death) to all persons, including without limiting the generality of the foregoing, guests, patrons, invitees, contractors, suppliers of materials, furnishers of services and officers, agents, and employees of the Center and the Producer, as well as damage to the property of the Center, Producer, and any and all others, in or about the Licensed Space, howsoever caused, during the period for which this License Agreement has been granted.

16. **DAMAGE:** Producer shall be liable to the Center for any damage, harm or injury to the Licensed Space or to any other real or personal property of the Center caused by the act or omission of Producer in connection with the use and occupancy of the Licensed Space or any other facility at the University, excluding normal wear and tear. Producer shall not injure, mar or deface any part of the Licensed Space or any equipment contained therein and shall not cause or permit anything to be done whereby said space and equipment shall be in any manner injured, marred or defaced. Producer will not and shall not permit others to drive nails, tacks, hooks and screws into any part of the Licensed Space and will not allow any alterations of any kind to said space and equipment. Producer shall deliver up to the Center the Licensed Space in as good condition and repair as the same shall be found at the beginning of the use period. A pre-event walk through will be mandatory for Producer to verify pre-event condition of the facility.

17. **ADVERTISING:** The Center shall retain exclusive rights to all display advertising within the Licensed Space and on adjacent University property. Producer shall not sell any advertising to appear within the Licensed Space nor represent to any potential advertiser or sponsor that Producer has any rights to advertise on scoreboards, message boards, concourses or any other part of the Licensed Space. Subject to advance approval of the Center, temporary signs, banners and posters might be installed in the Licensed Space, provided they meet requirements of the Center and are not in conflict with any existing advertising commitments of the Center or University. Producer shall not post or allow to be posted any signs, banners, posters or other materials except in such locations and other conditions first approved by the Center Manager. Use of any such approved locations shall be on a non-exclusive basis, subject to Center discretion. No flyers, advertising material or free samples shall be distributed without the advance approval of and under conditions established by the Center.

18. **MESSAGE AND ATTRACTION BOARDS:** The Center will advertise the event on the Center's message boards and outdoor attraction boards a reasonable time in advance of the event, consistent with other commitments. During the licensed period, messages of the Producer may be displayed on the message boards, provided they have been first approved by the Center Manager. The Center reserves the right to display its own messages concerning coming events and other University activities during the licensed event.

20. **RECORDING:** There shall be no visual or audio recording of any kind of event, without the advance approval of the Center Manager. The Center reserves the right to require payment for such privilege, in addition to all rental and other sums due under the provisions of this Agreement.

21. **ACT OR SHOW CONTRACT:** The Producer certifies that he has a valid, properly executed and compatible contract with the performers whose services form the basis for his desire to rent the Center. The Producer shall submit to the Center upon demand a copy of said contract.

22. **REMOVAL OF PROPERTY:** In the event the several portions of the Licensed Space are not vacated by the Producer by the date and time above named as the end of the use period for which this Agreement has been granted, The Center shall and is hereby authorized to remove from said Licensed Space, at the expense of the Producer, all goods, wares, merchandise and other property remaining in the Licensed Space. Producer shall be responsible for payment for any storage costs for such material. The Center shall in no way be responsible for loss, damage or claims against material removed or stored under this provision. The Center shall have first and paramount lien on such material for payment of costs accrued for removal and storage, as well as any other monies due the Center under this Agreement.

23. **LOST ARTICLES:** The Center shall have the sole right to collect and have custody of articles left in the Center by persons attending any event in the Center.

24. **THEFT:** The Center shall not be responsible for losses by Producer, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property.

25. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Producer shall use the Licensed Space in a safe and careful manner and fully comply with and observe in all respects all laws, ordinances, rules and regulations of all Federal, State and local government agencies having jurisdiction, as well as those of the Center and the University, the P.C.A.A. and the N.C.A.A. The Licensed Space shall be used solely for the purpose stated. Misrepresentation of any type on the part of the Producer shall render this Agreement null and void. Producer shall not permit said Licensed Space or any part thereof, to be used for any unlawful or immoral purpose or in any manner which will jeopardize public safety or cause damage to the Licensed Space.

26. **TAXES:** Producer shall comply with all Federal, State and local laws and regulations relating to the payment of taxes relating to admission, receipts, and make such returns and pay all taxes immediately when due. The Producer shall indemnify the Center against all liability claims, loss or payment of any kind by reason of Producer's failure or omission to comply with any such law or regulation and/or to pay all of any such taxes or charges.

27. **LICENSES AND PERMITS:** Producer shall at its own expense obtain all licenses and permits required for the presentation of the event in the Licensed Space.

28. **OCCUPANCY INTERRUPTION:** In the event the Licensed Space or any part thereof shall be destroyed or damaged by fire, the elements, mob, riot, or for any reason whatsoever is rendered unfit for occupancy either prior to the beginning or prior to the expiration of the use period, or if the Center is unable to give Producer possession because of national or local emergency, calamity, epidemic or strike, this Agreement shall be suspended for the period during which the Licensed Space shall be delivered to the Producer. In such case, the Center shall terminate this Agreement and return to the Producer any advance or unaccrued payments without any further liability or obligation upon or by the Center or University. In the event the use period has already begun, rental for the period of use until the time of termination shall be due the Center.

29. **DEFAULT:** If, prior to the beginning of the use period, Producer fails to perform any terms, covenants or conditions of this Agreement, the Center Manager may cancel the event and declare this Agreement null and void. In such case, the Center shall retain all monies paid on account hereof, either on account of this Agreement or as assessed and liquidated damages and not as a penalty. In addition, Producer shall pay the Center for all expenses incurred, and Ticket Office and other services provided before and after the event cancellation.

30. **EVACUATION OF FACILITY:** Should it become necessary in the judgement of the Center to evacuate the Center because of a bomb threat or for other reasons of public safety, the Producer will retain the use of the Center for sufficient time to complete presentation of his event with additional rental charge providing such time does not interfere with another Center User. If it is not possible to complete presentation of the event, rental shall be forfeited, prorated or adjusted at the discretion of the Center based on the situation, and the Producer waives any claim for damages or compensation for the Center.

31. **CANCELLATION BY LICENSEE:** Should Producer cancel the event covered under this Agreement, no deposit refund shall be made and the full rental fee as called for by this Agreement shall be payable by Producer to the Center as liquidated damages, not as a penalty, and Producer agrees to also pay any reimbursable expenses incurred by the Center in connection with the event covered by this Agreement.

0024

32. **CANCELLATION BY CENTER:** The Center reserves the right to terminate this Agreement for good cause (which does not include subsequent scheduling of a more preferred event). In the event the Center exercises that right, it shall refund, or release Producer from liability for payment of the amount provided for in paragraph two of this Agreement. Should the Center exercise said right to terminate this Agreement, Producer agrees to forego any and all claims against the Center and further agrees to waive any and all rights of this Agreement and Producer shall have no recourse of any kind against the Center.
33. **OBJECTIONABLE PERSONS:** The Center reserves the right to eject any objectionable person or persons. Neither the Center or any of its officers, agents or employees shall be liable to Producer for any damages that may be sustained by Producer through the exercise of this right by the Center.
34. **ASSIGNMENT:** This Agreement is not assignable, without the written approval of the Center Manager. The Licensed Space may be used solely by the Producer, its guests and invitees for the purpose stated in paragraph one of this Agreement. Any attempt to sell or assign this Agreement or any rights hereunder shall render this Agreement null and void.
35. **NON-EXCLUSIVE RIGHTS:** Other than as provided in this Agreement, rights of occupancy granted to the Producer shall be non-exclusive. The Center shall retain the right to use and/or license use of such portions of its facility, as may not be covered by this Agreement, provided this use will not interfere with the orderly conduct of the licensed event.
36. **INDEPENDENT CONTRACTOR:** Producer shall be and remain an independent contractor and not an agent of the University or Center, by virtue of any rights or privileges granted under this Agreement.

37. **NON-WAIVER:** Waiver or failure of the Center to insist upon strict and prompt performance of the covenants and agreements hereunder and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Center's rights thereafter to enforce same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Producer.

38. **NEVADA LAW:** This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of Nevada.

39. **ENTRY RIGHTS:** The members of the University's Board of Regents and appropriate management and staff may enter upon and have access to the Licensed Space at any time. In addition, officers and authorized employees of governmental agencies may enter the Licensed Space at reasonable times, when necessary, in the performance of their official duties.

40. **PUBLIC SAFETY:** Producer agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety.

41. **MANAGEMENT RIGHTS:** In renting the Licensed Space to the Producer, it is understood the Center does not relinquish the right to control the management thereof and to enforce all necessary laws, rules and regulations. All matters not herein expressly provided for shall be resolved at the sole discretion of the Center. All rights and obligations of the Center reserved under this Agreement shall be exercised by the Manager of University's Thomas and Mack Center or its designated representative, unless otherwise notified by the University.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES:

0025

1. Producer agrees to pay 4% of gross sales for tickets sold at box office and outlets. Producer agrees to pay a \$300 set up charge for box office.
2. Novelties will be managed and sold exclusively by the Center. After deducting Nevada Sales Tax (5%), the Center shall receive 35% of gross sales and the Producer or its' agent shall receive 65%. Settlement will be made by a University of Nevada, Las Vegas check.
3. Producer agrees to provide 100 complimentary tickets in addition to those listed in this contract to serve the building's existing advertisers.
4. The Center will coordinate and approve all advertising copy prior to issuance.
5. Producer is responsible for paying 1/2 the total charge for all production staff including necessary change-over and stage set-up as an equipment surcharge. Equipment is defined herein as stage, spotlights, chairs, ceiling grid system and any of the building's existing equipment which will be used to stage the show. Not to exceed \$2,500.

6. Producer agrees to pay clean up charges at the following rates based on attendance: under 5,000 will be charged \$1,000; from 5,000 - 7,000 will be charged \$1,200; from 7,001 - 10,000 will be charged \$1,400; from 10,001 - 13,000 will be charged \$1,600; from 13,001 & up will be charged \$1,800.

This document constitutes the entire agreement between the parties and supercedes any oral or written communications between representatives of the Thomas and Mack Center and the Producer. In witness whereof, the parties have executed this Agreement on the date first written above.

Dated at Las Vegas, Nevada: 5-15-85

Accepted For The Producer by:

X

Gary M. Naseef for CONCERT SERIES LIMITED

Date: _____

For the Thomas and Mack Center:

Center Manager

Vice President

REcommended by

MAYOR BILL BRIARE

COUNCILMAN

RON LURIE

AL LEVY

BOB NOLEN

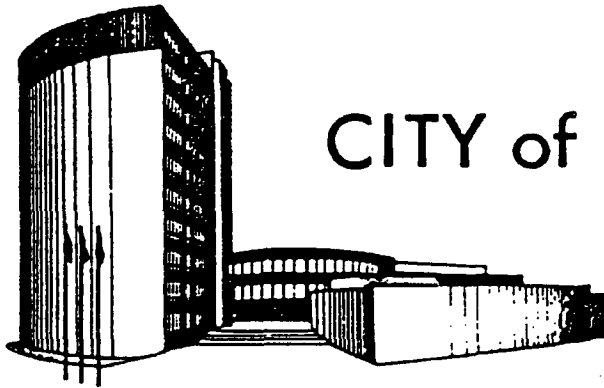
W. WAYNE BUNKER

CITY ATTORNEY

GEORGE F. OGILVIE

CITY MANAGER

ASHLEY HALL



CITY of LAS VEGAS

June 24, 1985

CERTIFIED MAIL

AMENDED LETTER OF DENIAL

Mr. Gary M. Naseef
725 South Third Street
Las Vegas, Nevada 89101

Re: Las Vegas Talent & Booking, Inc.

Dear Mr. Naseef:

The above-referenced application for a business license was received in this office on May 17, 1985. This letter is to advise you that your application for a business license is denied pursuant to Las Vegas Municipal Code, Title 6, Chapter 2, Section 90, which states:

"The Director, after receipt of an application for a license, shall approve, deny or take such other action with respect to such application as he considers appropriate. The Director may deny or refuse to renew a license for good cause which includes, but is not limited to, the grounds for disciplinary action against a licensee as set forth in Section 6.02.330 et seq."

Specific grounds as set forth in Section 6.02.330, and cause for denial of your application, include the following:

1. "(A) The application is incomplete or contains false or fraudulent statements with respect to any information required in the application;"

Your application is incomplete and contains false information in that it states that you have not been arrested when, in fact, you have been arrested 13 times per police records.

2. "(D) The licensee or any of its principals is or has engaged in a business, trade or profession without a valid license, permit, approval for suitability or work card when the applicant or holder knew that one was required or under such circumstances that he reasonably should have known one was required;"



Mr. Gary M. Naseef
June 24, 1985
Page 2

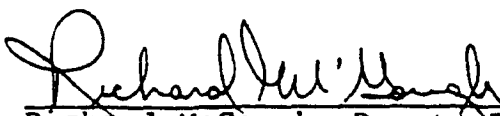
Mr. Naseef, you entered into an agreement with the Thomas & Mack Center to promote a concert on June 16, 1985, listing yourself as producer/booking agent for Concert Series, Ltd., 723 South Third Street. You are not licensed for this type of activity, nor have you applied for a license for this activity.

Because of the information set forth above, your business license application is denied. Please be advised of your right to appeal this decision as contained in Las Vegas Municipal Code, Title 6, Chapter 2, Section 110, as follows:

"Any person aggrieved by a decision of the Director denying or refusing to renew a license or denying, revoking or suspending a permit may appeal that decision within thirty days to the Board of Commissioners by filing written notice of appeal with the Department. The Board shall hear the applicant at the next regularly scheduled meeting following the expiration of ten days after the applicant filed a notice of appeal."

Sincerely,

Jerry J. Cahill, Director
Department of Business Activity

By: 
Richard McGough, Deputy Director

JJC:RM:vh

0028

ARREST RECORD

MM-NASEEF GARY MICHAEL SID-00135534 000 SS-530269558
-095820 BD-090344 RC-W SX-M HT-507 WT-160 HR-BLK EY-BRO
F1-9 S 9 R IIM 3 REF-T
F2- S 1 R III 5 REF-R
BP-MOLINE, IL FB-837 729 E CI- 01-WRK CRD02-BUS LIC
41-3830 SWENSON #630 LVN 063080

SP1 M #2 SHEET DTD 021278

SP150 M M-39932

WP254 MPD I062680 BUS LIC NASEEF GARY MICHAEL-CONCERT PROMOTOR 063080

WP255 MPD I012280 BUS LIC GARY NASEEF -OWNER/POMOTOR MUSICAL EVENTS

CN255 MPD-40-7745

MS238 M 021278 -MP- SPEED B/W413350

MS239 M 021278 -MP- NO LIC F/OP B/W414076

MS240 M 021278 -MP- SPEED B/W413350

MS241 M 090976 -MP- FTA#4260S CIT#333523 092376 BAIL FFT

MS242 M 090976 -MP- D&P CHEX W/A#2462-30A DR#76-38251 091278 DISM

MS243 M 061874 -MP- FTA TRAFFIC #63335

MS244 M 012974 -MP- FTA W/A#3683P CIT#117435

MS245 M 012974 -MP- UNLAW MANNER DRIV 062774 DISM

MS246 M 101370 -LV- W/A784AM CIT 022584 111770 \$25/6 1/4DYS

MS247 M 031966 -LV- SPEED EXHIB 032166 BF

MS248 M 061265 -LV- DOC 081865 \$50/25DYS

MS249 M 010165 -LV- DOC 011965 \$100/50DYS

THIS DISPLAY CONTINUED ON NEXT PAGE

SID-00135534

MS250 M 120564 -LV- MIN OR IN POSS 021065 DISM

MS251 M 111464 -LV- EXHIB SPEED 111664 BF

MS252 M 011364 -LV- RESIST ARR 043064 \$50/25DYS

MS253 M 011364 -LV- MINOR CONSUM ALCO 043064 \$200/100DYS

MS254 M 110762 -LV- DOC (RBKD) 110762 \$200 OR 50 DAYS

MS255 M 101962 -LV- DOC 110762 \$100/50DYS RBKD 110762

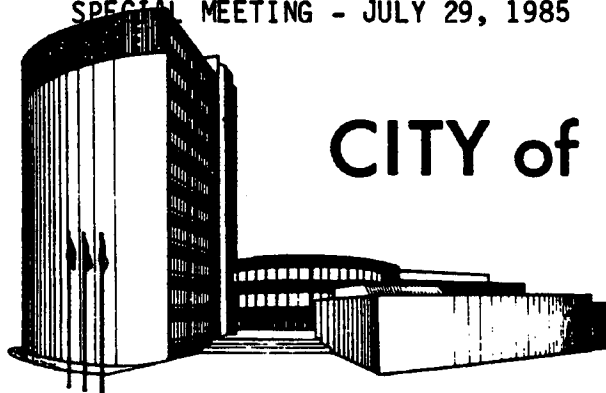
Doc - Disorderly Conduct

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

July 10, 1985

HAND DELIVERED

Mr. Gary M. Naseef
723 South Third Street
Las Vegas, Nevada 89101

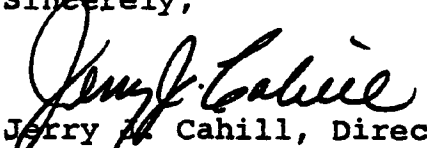
Re: Las Vegas Talent & Booking, Inc.

Dear Mr. Naseef:

Your application for a business license on the above-referenced business which was denied by this Department on June 24, 1985, and subsequently appealed by you has been placed on the City Council Agenda for the regular City Council meeting to be held on Wednesday, July 17, 1985, at 10:00 a.m. in the City Council Chambers at City Hall, 400 East Stewart Avenue.

It will be necessary for you to be present at this meeting when your appeal is presented for consideration to the City Council.

Sincerely,


Jerry J. Cahill, Director
Department of Business Activity

JJC:vh



TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

MAYOR BRIARE:

We have an appeal filed on a denial of a license for Las Vegas Talent & Booking. Is Gary Naseef present?

CITY ATTORNEY OGILVIE:

Mr. Mayor, while Mr. Naseef is coming forward, Mr. Yeargin of my office will be handling the City's case; and I would also like to ask to be a part of the record of this proceeding, the report which is before you identified as being dated July 8, 1985 from Daniel R. Fitzpatrick, Deputy City Manager, to the City Council, subject Department of Business Activity, July 17, 1985, City Council agenda. Appeal on denial of business license. That report and the attachments and supplemental material should be made a part of the record.

MAYOR BRIARE:

Gary, it wouldn't be -- it just wouldn't be normal if you didn't have a problem of some sort when you come before us. Have you ever had an application just go right on through without any quarrels or obstacles from anyone?

GARY NASEEF:

I don't recall any.

MAYOR BRIARE:

I guess it's the nature of the business you're in. Well, Mr. Ogilvie, is the problem -- is that mostly out at the Thomas & Mack?

CITY ATTORNEY OGILVIE:

I didn't understand the question, Mr. Mayor.

MAYOR BRIARE:

I was just wondering if the -- if the thrust of this problem that Mr. Naseef is having here involves his request to the Thomas & Mack or an agreement that he had with Thomas & Mack?

CITY ATTORNEY OGILVIE:

I think the problem is that he's been conducting business within the City for a period of time without the benefit of a City license.

DEPUTY CITY ATTY. YEARGIN: Your Honor.

MAYOR BRIARE:

Well let me just first see if Mr. Naseef has all the materials that we have with respect.

GARY NASEEF:

I believe I do.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

DEPUTY CITY ATTY. YEARGIN: Your Honor, Robert Yeargin, Deputy City Attorney.
I'd like to call Richard McGough.

CITY CLERK HAWLEY: Raise your right hand. Do you solemnly swear to
tell the truth, the whole truth and nothing but
the truth so help you God?

RICHARD MCGOUGH: I do.

DEPUTY CITY ATTY. YEARGIN: State your name and position please.

RICHARD MCGOUGH: I'm Richard McGough. I'm the Deputy Director
of the Department of Business Activity.

DEPUTY CITY ATTY. YEARGIN: In that capacity, have you had occasion to work
with the application of Las Vegas Talent & Booking
for a City of Las Vegas business license?

RICHARD MCGOUGH: Yes, I have.

DEPUTY CITY ATTY. YEARGIN: Let me show you documents that's already been
entered into the record but it's marked here as
Exhibit "A".

COUNCILMAN LEVY: Excuse me. Can you just tell us what the problem
is and before we get into a big case hearing here.
You know, this is not even a privileged license and
I'm not quite understanding what our problem is.
Why don't you just state our problem and then we
can get into the case, if necessary.

DEPUTY CITY ATTY. YEARGIN: From the City's point of view, there are -- from
the Department of Business Activity's point of
view, there are two problems. The first is one
that Mr. Ogilvie mentioned before that Mr. Naseef
has been doing business under another name in the
City, under the name of Concert Series Ltd., since
-- well, we have an agreement here that's signed in
May.

COUNCILMAN LEVY: Since May?

DEPUTY CITY ATTY. YEARGIN: Umhum.

COUNCILMAN LEVY: Okay.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

DEPUTY CITY ATTY. YEARGIN: At least --

COUNCILMAN LEVY: And what's -- and what's the other problem?

DEPUTY CITY ATTY. YEARGIN: The other problem is that on his application, he was supposed to indicate whether he had been arrested before and he said, "no" and when we checked the scope on that, there were 13 separate instances on which he's been arrested.

COUNCILMAN LURIE: When was the last one?

COUNCILMAN BUNKER: It's seven years.

DEPUTY CITY ATTY. YEARGIN: 1978 was the last one.

COUNCILMAN LEVY: Alright. Can we just ask him to explain those two points and then we'll get into this -- if we need to do all this? Would that be alright?

DEPUTY CITY ATTY. YEARGIN: I think I can take care of this relatively quickly. We don't need -- I don't need to drag it out.

COUNCILMAN LEVY: In other words, he's right there and I don't know why we need a witness and going through a whole trial situation here.

DEPUTY CITY ATTY. YEARGIN: Well, in that case I think I could -- I could submit it on the documents that are in the record already and there would be nothing -- Mr. McGough would simply be elaborating on that.

COUNCILMAN NOLEN: I would like to hear from Metro regarding past experiences that they've had with him and any monies that's owned Metro for previous arrangements.

DEPUTY CITY ATTY. YEARGIN: Mr. Nolen, if it's agreeable to you, if we could -- those are not grounds for the City denial.

COUNCILMAN NOLEN: Well it's certainly grounds for me if I want to allow him to do business in this community and he owes -- he owes a public agency, Metropolitan Police Department, money from a contractual agreement that he has not fulfilled over the last years and he owes the Las Vegas Visitors Convention Authority money on a contractual thing that he has not fulfilled over the last few years. That will influence my vote. So I want to hear it.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

DEPUTY CITY ATTY. YEARGIN: No, I'm not suggesting that it shouldn't, Mr. Nolen. So if it's agreeable to the Council, I'll submit on the documents that you have before you already.

MAYOR BRIARE: You didn't have any others that you were going to submit us other than that? I think each Council member has had an opportunity to read what has been submitted to us. Mr. Naseef has already indicated that he is aware of the material that we have before us -- before us. In order to kind of expedite is, I think what Councilman Levy was aiming at. Mr. Naseef, you've got the material here and I don't want to make light of anything and that's the reason I commented to you that it seems like every time you try to do something it turns into having a snag somewhere that perhaps it's not as -- it might be even more serious than it looks or it might not even be as serious. What is your response to the recommendation for denial of your request?

GARY NASEEF: Well my response is simply that when I opened the office over there on Third Street in May -- we were operating without a license. It was a complete oversight. The Business Licensing Division came to my office, submitted me an application, this one, saying I must fill it out and send \$58 over to the City Licensing Department, which I did. If you'll notice, it's been typed. I do not type. My secretary typed it. I was not trying to deceive anybody. It says here, arrests concerning, other than minor traffic violations. It mentioned 1978 was the last time I was arrested and it was for speeding. Most of these arrests were when I was under the age of 21. I'm now 41 years old. I've been in the community quite a few years, 28. I don't think that there's any reason for me to hide from anybody. I'm a little embarrassed by all this quite frankly. I've applied for a license at the County a number of times and received a license. It was denied once, but then went back and received it. I didn't omit any arrests which are the same -- which is where I think they got this -- at that time. With regards to Mr. Nolen's question, I can empathetically tell you that I do not owe the Metropolitan Police nor the Las Vegas Convention Visitors Authority one dime and if they have a problem, they should go through the channels to collect it and I'm glad that you asked that though.

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

COUNCILMAN BUNKER: Are you saying that you did not mark "no" on this application where it says, were you ever arrested?

GARY NASEEF: I'm saying, sir, that my secretary marked "no" and if I recall it, it was a very busy day when it came into the office and I told her to fill it out and she said, what about the arrests and I looked at it and it said, other than minor traffic violations and I did tell her to put "no" on it. I'm sure I did.

COUNCILMAN BUNKER: Well there's some other --

GARY NASEEF: Not by trying --

COUNCILMAN BUNKER: There's other than minor traffic violations on it.

GARY NASEEF: Well what are they? I'd be happy to discuss them with you, sir.

COUNCILMAN BUNKER: Well, I don't desire to discuss them individually. I recognize the fact that it's been seven years since you had a record, but there are other than minor traffic. There's disorderly conduct about four times, resisting arrest. Those are not traffic violations.

GARY NASEEF: Right. If you look at the years of those -- right you're correct. The years of those arrests were when I was a minor.

COUNCILMAN BUNKER: I understand that. I have the record. I'm just saying that it's marked "no" and you signed it.

GARY NASEEF: That's correct. It is --

COUNCILMAN BUNKER: If you'd have said, yes and it'd been seven years I wouldn't have a bit of problem I don't think.

GARY NASEEF: Right.

COUNCILMAN BUNKER: If you'd have said, yes and detailed it and it's been seven years and you -- and that was minor traffic, I don't think I'd had a bit of a problem with this, but you said, no.

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

GARY NASEEF: I sure did.

COUNCILMAN BUNKER: And that concerns me about what type of a businessman you might be.

GARY NASEEF: I just tried to explain to you why that no was on there. It's really up to the Council to -- if I'm a liar, then you'll have to judge me by that, but I'm here to answer this complaint or whatever it is we're doing here over these arrest records when I was a teenager.

MAYOR BRIARE: Well the point is that the Licensing Department are doing what they are supposed to do and they've acted in their judgement, and I agree with them that if there's something missing in an application in their opinion should be on there, they should have the right to deny it and then you have the right to come forward to talk to the City Council which is the final decision to be made unless it should go further into the courts and now it's up to us, I think, as a body to judge as to whether we would want to sustain the action of the Licensing Department or whether we want to, having listened to you offer your side of the story, whether we want to go ahead and let you have it, but the Licensing Department has done properly. They have acted properly within the scope of their duties and their responsibilities in my opinion. Officer.

LT. HASH HANIEF: He's been in business before. The excuses he's coming up with for a man with his alleged experience I don't think should be viable. Also, he may say he doesn't owe us anything, but the Metropolitan Police Department and the Las Vegas Convention Authority were never paid for the ZZ Top Convention and that was a bill of 8791 for each entity. So in other words, it's over \$16,000 that we got stuck with.

COUNCILMAN LEVY: That was quite a long time ago wasn't it?

LT. HASH HANIEF: We still have never been paid.

COUNCILMAN NOLEN: Have you made any collection efforts?

LT. HASH HANIEF: He was out of town at the time, conveniently.

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

GARY NASEEF: I'm here now. You can certainly make claim for it if you like.

LT. HASH HANIEF: The Statue of Limitations is what they're talking about. I'm just telling you the guy's a deadbeat. He didn't pay us. He owed us some money. Let him come up with a check for \$16,000 now and then give him the license.

MAYOR BRIARE: Well that's putting it plain.

COUNCILMAN NOLEN: Thank you.

MAYOR BRIARE: Do you have anything else you'd like to say, Mr. Naseef, with respect to the proceedings thus far?

GARY NASEEF: Not really. No thank you.

MAYOR BRIARE: Okay. Do you wish to make any concluding remarks.

DEPUTY CITY ATTY. YEARGIN: Nothing further, Your Honor.

MAYOR BRIARE: Mr. Ogilvie, I think that Councilman Levy's original question was, in order to try to expedite this and to save the necessity of calling witnesses to establish that the records that we have before us are indeed the true records, can we now discuss amongst ourselves the merits of this -- these arguments that we have before us?

CITY ATTORNEY OGILVIE: Certainly.

MAYOR BRIARE: Okay. Well, gentlemen, if there's nothing further then, we will close this item and we'll ask -- which means you may be seated, Mr. Naseef, unless any Council member has a question of you or if we have a question of the City's representative. I have a question. I didn't realize, as Councilman Nolen has brought up, that there was financial obligations that have been incurred and not satisfied as far as the either Metro, the City or the Convention Center. Mr. Ogilvie, is that something that we're properly -- that we can properly consider on this item?

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

CITY ATTORNEY OGILVIE: That is not part of the City's denial. What effect it has on each individual, is between him and --

COUNCILMAN LEVY: I think what the Mayor is asking, can we put a license subject to?

CITY ATTORNEY OGILVIE: I think that would be rather unfair to Mr. Naseef because if he has a legitimate defense to the claim, you're sort of holding a gun to his head to make him pay.

MAYOR BRIARE: That's exactly what we would probably want to do.

CITY ATTORNEY OGILVIE: Very well.

MAYOR BRIARE: But I think we're both helping each other ask the same question. Is this grounds for a condition put on a request for a license? When we know, if each of us in one way or another are in business for ourselves -- if we know that someone is -- I mean outside of this Council -- if we know that someone is -- has walked away from an obligation I think we would probably take action in one way, but if we're transgressing on someone's rights as a citizen, constitutionally or statutorially or whatever, maybe we should know.

COUNCILMAN NOLEN: Your Honor, I have some comments in regard to the application that he filed for a business license. You know, by the arrest record itself, he's been in this community since 1962. I don't know how much longer he's been here, but at least we know he's been here since 1962. He alluded to the fact that most of this stuff occurred when he was a teenager and he's born September 1944. I see arrests '64, '65, '66, '70, '74, '76 and '78. I would submit that he was not a teenager on those dates. Anybody that's been in this town any length of time knows when you fill out an application for a business license you don't falsify it. You don't put down you've never been arrested when you have. I would say with respect to his problems with Metro and the Las Vegas Visitors Convention Authority, it may not be grounds for the denial that the Business License Director made, but I think it's certainly proper for us to make consideration of that. The Las Vegas Metropolitan Police Department is supported by taxpayers' dollars, so is the Convention and Visitors Authority and

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ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

COUNCILMAN NOLEN:

I think that anytime somebody stiffes them or they enter into an agreement with them and they don't pay them, I think that's things for us to look at when we're making a determination on a license. With that in mind, I WOULD MAKE A MOTION AT THIS TIME THAT WE UPHOLD THE ACTION OF THE DIRECTOR OF BUSINESS LICENSE ACTIVITY.

MAYOR BRIARE:

Comments by Council members?

COUNCILMAN LEVY:

I think it's awfully strong. This is not a privileged license. It's just a business license and I think -- certainly if a gentleman owes some money, he should pay it and -- but I think to deny a business license, a non-privileged business license, I think it's a little strong.

COUNCILMAN NOLEN:

I personally disagree. In addition to that, he said it was an oversight. He moved into the City and started doing business without a license as an oversight. There again, any businessman knows you need a business license to do business at the end of the year end and I would suggest that it wasn't an oversight. I think it was just a way to get by.

GARY NASEEF:

May I say one thing please?

COUNCILMAN NOLEN:

I think the public hearing is closed.

MAYOR BRIARE:

No, Mr. Naseef.

GARY NASEEF:

I just wanted withdraw my application.

MAYOR BRIARE:

Mr. Naseef, I suggest you sit down.

GARY NASEEF:

I would like to withdraw my application.

MAYOR BRIARE:

You cannot withdraw your application.

GARY NASEEF:

Well I don't need to be subjected to this either.

MAYOR BRIARE:

Well you just be seated or you'll be subjected to something else.

COUNCILMAN NOLEN:

I would suggest that --

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III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM O. APPEAL ON DENIAL OF BUSINESS LICENSE - LAS VEGAS TALENT & BOOKING, INC.

GARY NASEEF:

I don't know what it could possibly be, Mayor,
I really don't.

LT. HASH HANIEF:

Pay your bills.

GARY NASEEF:

Listen, big mouth --

MAYOR BRIARE:

Are there any -- are there any other comments
by the Council members? Alright, the motion
is to uphold the denial. Cast your votes. Post.
The motion's APPROVED. The license is -- DENIAL
OF THE LICENSE IS SUSTAINED. (Motion carried
with Briare and Levy voting "no.")

END OF DISCUSSION

/s/

AGENDA

City of Las Vegas

July 17, 1985

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

ITEM

Council Action

Department Action

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

1032

- A. DISCUSSION AND RECOMMENDED RATIFICATION OF APPOINTMENT OF DIRECTOR OF PUBLIC WORKS.

Lurie -
Motion to ratify
Richard Goecke at
a salary of \$55,000
effective in August
carried unanimously.

Staff to proceed

1034

- B. SET DATE FOR PUBLIC HEARING REGARDING CITY OF LAS VEGAS UDAG APPLICATION.

Lurie -
Public hearings set
for 7/23/85, 8:30 AM
and 7/29/85, 4:00 PM
in City Manager's
Conference Room.
Unanimous

7/23/85 8:30 A.M.
7/29/85 4:00 P.M.

1035

- C. SET DATE FOR PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES SUBMITTED BY THE DEPARTMENT OF BUILDING AND SAFETY TO RECOVER THE COSTS FOR THE DANGEROUS BUILDING ABATEMENT AND CLEANING THE PROPERTY AT 1410 SOUTH 4TH STREET AS SET FORTH IN SECTION 902 OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1982 EDITION.

Lurie -
Public hearing set
for 8/7/85 at 10 AM.
Unanimous

8/7/85 Administrative Agenda

1036

- D. DISCUSSION AND POSSIBLE ACTION ON A MERIT INCREASE FOR THE CITY MANAGER AND THE AUTHORIZATION TO IMPLEMENT A MERIT ALLOCATION SYSTEM BASED ON JOB PERFORMANCE FOR APPOINTIVE EMPLOYEES.

Nolen -
APPROVED as recommended with a 5% increase for the City Manager.
Unanimous

Staff to proceed

NOTE: A verbatim transcript made part of Final Minutes.

AGENDA DOCUMENTATION

TO:

The City Council

FROM:

ASHLEY HALL
CITY MANAGER

SUBJECT:

DISCUSSION AND RECOMMENDED RATIFICATION OF APPOINTMENT OF DIRECTOR OF PUBLIC WORKS.

PURPOSE/BACKGROUND

In accordance with the Las Vegas City Charter, sections 3.060 and 3.070, the City Manager is responsible for appointing Department Directors subject to ratification by the City Council. With the departure of our Public Services Director in March, 1985 and the need to focus the architectural staff energies on the Downtown Redevelopment Projects, members of the City Council have endorsed the concept of creating a "Public Works Department". The need has therefore developed to hire a Public Works Director.

After a nationwide recruitment campaign, four finalists were invited for interviews with the Deputy City Managers and myself. All the candidates interviewed had outstanding qualifications and I have no doubts any one of them would have done a fine job for the City. However, only one could be selected and the unanimous consensus was that Mr. Richard Goecke of Middletown, Ohio, would be an excellent addition to the City of Las Vegas. Richard has the knowledge, experience, professional skills, interpersonal abilities and managerial expertise needed for this highly visible, technically oriented position.

Having earned a Civil Engineering degree from the University of Iowa in 1966, Richard worked as a civil engineer for the City of Des Moines, Iowa, and then became the Director of Public Works in Norton Shores, Michigan. In 1972 he became Director of Public Services in Middletown, Ohio, and was promoted to Director of Public Works for Middletown in 1983.

Besides numerous professional affiliations and community involvement (American Public Works Association and United Way), he has also been published in Public Works magazine.

FISCAL IMPACT

A salary of \$55,000 has been accepted for this position by Mr. Goecke and this salary fits within the new established salary range for the Director of Public Works.

RECOMMENDATIONS

It is the City Manager's recommendation that the City Council ratify the selection of Mr. Richard Goecke as the new Public Works Director for the City of Las Vegas.

Agenda Item

IV.(a) A.

Date: July 17, 1985

AGENDA DOCUMENTATION

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: SET DATE FOR PUBLIC HEARING REGARDING CITY OF LAS VEGAS UDAG APPLICATION

PURPOSE/BACKGROUND

The City of Las Vegas is currently considering a UDAG application on behalf of Dr. Lonnie Sisson, dba Vegas West Shopping Center.

The Department of Housing and Urban Development requires that two public hearings be held on any proposed UDAG projects prior to the submittal of an application. UDAG applications are to be submitted by September 30, 1985.

I recommend that the two required public hearings be held at the next regularly scheduled City Council meetings on August 7, 1985 at 2:00 P.M. and August 21, 1985 at 2:00 P.M.

FISCAL IMPACT

None

RECOMMENDATIONS

The City Manager recommends that the City Council set dates and times for the public hearings as recommended by staff.

Agenda Item

IV.(a)B

AGENDA DOCUMENTATION

TO:
The City CouncilFROM: ASHLEY HALL
CITY MANAGER

0043

SUBJECT: REQUEST TO SET DATE FOR PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES TO
RECOVER COSTS FOR THE ABATEMENT OF THE DANGEROUS BUILDING AND CLEANING THE
PROPERTY AT 1410 SOUTH 4th STREET.PURPOSE/BACKGROUND

The subject property is a vacant office building. The Department of Building and Safety declared the site a dangerous building in March of 1985. Numerous attempts to contact the property owner by mail and phone failed to yield any response on the owner's part to correct the condition of the property.

Since due process of notification did take place, when the property owner failed to correct the violations the Department of Building and Safety hired Wayne Trucking Company to abate the dangerous building and clean the exterior of the property. Work was completed on June 11, 1985 and accepted by the Department of Building and Safety.

We were recently made aware of the fact that this property has been taken back by the County Treasurer's Office for non-payment of property taxes. The Department of Building and Safety has contacted Mr. Latham to inform him that a lien of assessment would be filed with his office in the near future for recovery of costs.

Attached is a copy of the letter sent to Mr. Latham along with the Report of Expenses which has been filed with the City Clerk.

FISCAL IMPACT

\$1,185.00 paid to Wayne Trucking Company.

RECOMMENDATIONS

The City Manager recommends that the City Council set a time, date, and place for a public hearing to consider the Report of Expenses to recover the costs for the abatement of the dangerous building and cleaning the lot on property located at 1410 South 4th Street.

Date

0044

July 2, 1985

INTER-OFFICE MEMORANDUM

TO:

CAROL ANN HAWLEY
CITY CLERK

FROM:

Clay Hymer
CLAY HYMER, DIRECTOR
DEPARTMENT OF BUILDING & SAFETY

SUBJECT:

REPORT OF EXPENSES - 1410 So. 4TH STREET,
ABATEMENT OF DANGEROUS BUILDING AND
CLEANING THE PROPERTY.
REQUEST TO SET DATE FOR PUBLIC HEARING

COPIES TO:

After giving due process, notice and an opportunity for a hearing as specified in the "Uniform Code for the Abatement of Dangerous Buildings, 1982 edition," the Department of Building and Safety caused the dangerous building at 1410 South 4th Street to be abated and the property cleaned.

Work was performed by Wayne Trucking Company and accepted by the Department of Building and Safety on June 17, 1985 at a cost of \$1,185.

Labor	\$772.50
Truck	300.00
Tools	26.00
Materials	86.50
Total	\$1,185.00

Property Location:	1410 South 4th Street Las Vegas, Nevada
Assessor's Parcel:	040-296-002
Legal Description:	Lot 11, Block 16, Boulder Addition
(Owner of Record at start of notification process)	Ric and Carolyn Johnson 3039 Bel Air Drive Las Vegas, Nevada 89109
(Present Owner)	Clark County Treasurer c/o Mr. Keith Latham

You are hereby requested to present the above report to the City Council at their meeting July 17, 1985, to set a date, time, and place for a public hearing to hear any protests or objections thereto for the recovery of costs.

Attachment

W/LP

WAYNE'S TRUCKING

4822 E. STANLEY
LAS VEGAS, NV 89115
(702) 453-4120

0045

City of Las Vegas
ATTN: Kathy Tighe
400 E. Stewart
Las Vegas, NV 89101

June 12, 1985
Invoice C1

RE: P.O. NO. 49326 (1410 S. 4th St.)

Labor	51½ hrs. @ \$15.00 per hour
Truck	10 hrs. @ \$30.00 per hour
Tools	26 hrs. @ \$ 1.00 per hour
Materials	¾" plywood
Total now due	

\$	772.50
	300.00
	26.00
	86.55
	\$1,185.05

Thank You!

Wayne D Jack

P.O. 49326 issued in the amount of \$1,185.00

SPECIAL MEETING - JULY 29, 1985

PURCHASE ORDER

P.O. No. 49326

CITY OF LAS VEGAS

400 EAST STEWART STREET

LAS VEGAS, NEVADA 89101

0046

WAYNE TRUCKING
4822 E. Stanley
Las Vegas, NV. 89115

2310-216		REQ. NO.	5/24/85	P.O. DATE	DELABARRE/ta	BUYER	1 COPY OF INVOICE WITH ORDER NUMBER INDICATED THEREON TO BE MAILED TO CITY OF LAS VEGAS DEPARTMENT OF FINANCIAL MANAGEMENT.
JUNE 6, 1985		DELIVERY DATE	Las Vegas	F.O.B. POINT	Clay Hynes, Director	SHIP TO:	
11/30		TERMS		SHIP VIA	400 E. Stewart Ave.	ATTN:	
					Las Vegas, NV. 89101		
ITEM NO.	QUAN.	UNIT	DESCRIPTION			UNIT PRICE	TOTAL
1.	LUMP	SUN	PROVIDE ALL LABOR, MATERIAL, & TOOLS NECESSARY TO SECURE THE DANGEROUS BUILDING IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS, AND MAP ATTACHED.				\$ 1,010.00
2.	LUMP	SUN	PROVIDE ALL LABOR, MATERIAL, AND TOOLS NECESSARY TO CLEAN THE EXTERIOR OF THE DANGEROUS BUILDING PROPERTY IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS, AND MAP ATTACHED.				\$ 175.00
THE PROPERTY IS IDENTIFIED AS: 1410 SO. 4th ST. PARCEL 040-296-002 LEGAL: LOT 11, BLOCK 16, BOULDER ADDITION, LAS VEGAS. R.F.Q. - WAYNE - 5/20/85.							TOTAL: \$ 1,185.00

**RETURN RECEIVING
REPORT TO PURCHASING
WHEN ORDER COMPLETE**

LINE	FUND/ORIG.	ACCOUNT	TASK	OPT.	ACT/WA	TOTAL	CHIEF, PURCHASING AND CONTRACTS
1.	033300	0325				\$ 1,185.00	
							INSTRUCTIONS
							ORDER NUMBER MUST SHOW ON ALL PACKAGES, SHIPPING PAPERS AND INVOICES, SHOW FREIGHT CHARGES AS A SEPARATE ITEM ON YOUR INVOICES. SUPPORT ALL FREIGHT CHARGES WITH A COPY OF RECEIPTED FREIGHT BILL.

Date: July 17, 1985

AGENDA DOCUMENTATION

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON A MERIT INCREASE FOR THE CITY MANAGER AND THE
AUTHORIZATION TO IMPLEMENT A MERIT ALLOCATION SYSTEM BASED ON JOB PERFORMANCE
FOR APPOINTEE EMPLOYEESPURPOSE/BACKGROUND

At the July 3, 1985 City Council meeting, the Council tabled a motion until this meeting concerning a five percent (5%) merit increase for the City Manager. That question is before you, as is a request to authorize a merit allocation system based on job performance for appointive employees.

As I have discussed with each Council member, I believe the modified salary schedule approved July 3, 1985 can act as a solid foundation to attract, retain and reward needed individuals. The development of an incentive policy which rewards excellence and hard work would be a powerful management tool and a strong motivating force towards increased productivity.

The proposed merit system would reward individuals for exceeding established standards. Under the proposed system, merit would not be automatic. Merit increases would be tied to evaluation reports and would therefore establish a direct link between job performance and reward.

The City Manager would have final approval on all merit increases and would notify the Council of appointive employee merit increases.

FISCAL IMPACT

Adoption of the proposed merit system for appointive employees will not increase the amount budgeted for salaries in FY 1985-86.

RECOMMENDATIONS

It is the City Manager's recommendation that the City Council authorize the City Manager to initiate a Merit Incentive Policy and that the Council take whatever action it deems appropriate regarding the City Manager's merit.

Agenda Item

IV.(a) D.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM D. DISCUSSION AND POSSIBLE ACTION ON A MERIT INCREASE FOR THE CITY MANAGER
AND THE AUTHORIZATION TO IMPLEMENT A MERIT ALLOCATION SYSTEM BASED ON
JOB PERFORMANCE FOR APPOINTMENT EMPLOYEES.

PAGE 1

MAYOR BRIARE: The next item, Mr. Hall.

CITY MANAGER HALL: Item number D, Your Honor, is discussion and possible action on a merit increase for the City Manager and the authorization to implement a merit allocation system based on job performance for appointive employees. This is called back from last meeting.

MAYOR BRIARE: We've also, Mr. Hall, we've read the backup material on this. I wonder if the Council members wanted to ask any questions or if there's anything that was not included in the written report that they would like to bring up.

COUNCILMAN LURIE: Well the only thing, Mayor, that I want to bring up is that when the City Manager makes his recommendations that he bring them before us so that we can see what those recommendations are.

CITY MANAGER HALL: It'll be done.

COUNCILMAN NOLEN: I would add too that those recommendations be based on merit.

CITY MANAGER HALL: That will be done.

COUNCILMAN NOLEN: Thank you.

COUNCILMAN BUNKER: We will have an opportunity in say one year to reevaluate the merit system as to whether it's really working and --

CITY MANAGER HALL: Absolutely.

COUNCILMAN BUNKER: And we have a chance to look at it.

MAYOR BRIARE: You wouldn't have to wait a year if you didn't want to, Councilman Bunker.

COUNCILMAN LURIE: You can bring it up any time you want.

COUNCILMAN BUNKER: Okay. Well, there's no timeframe placed on the material that I have as to what's intended that we're approving. Are we approving it subject to our own termination, or are we approving it for a certain timeframe?

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM D. DISCUSSION AND POSSIBLE ACTION ON A MERIT INCREASE FOR THE CITY MANAGER
AND THE AUTHORIZATION TO IMPLEMENT A MERIT ALLOCATION SYSTEM BASED ON
JOB PERFORMANCE FOR APPOINTMENT EMPLOYEES.

PAGE 2

- CITY MANAGER HALL: We are approving it -- well, first of all, we're approving the policy to let it happen, but it comes within the timeframe of the budget for FY85/86.
- COUNCILMAN LEVY: Well the only problem I have is that you're going to hire some employees with the idea of this and you have a problem, if we decide we're not happy with it, is to inform these particular employees that we're no longer going to be doing it.
- CITY MANAGER HALL: Now, I didn't understand the question.
- COUNCILMAN LEVY: Alright. Let me repeat it again. You're going to hire some employees and tell them about these merit increases and then we decide we're not happy with it, you've got some employees who are looking forward to merit increases.
- CITY MANAGER HALL: Well it's my responsibility I think, Councilman Levy, as we recruit any individual to indicate to them that any increase, first of all is subject to their performance of excellence and secondly, a continuation of the policy.
- COUNCILMAN LEVY: That's fine. Just make sure it's on that basis.
- COUNCILMAN NOLEN: I think in line with what you're saying, Councilman, you know one of the things that we've lost sight of over the years that merit increases have become not merit increases, they've become automatic increases and they weren't based on merit.
- COUNCILMAN LEVY: I appreciate that.
- COUNCILMAN NOLEN: And I think that's been a problem. People were automatically getting step raises and they were getting cost of living raises. Some people were actually winding up with 10, 12, 15% pay raises in a year's period.
- MAYOR BRIARE: I agree, Councilman Nolen, and I think the City Manager is -- I believe that Mr. Hall's intentions here are that it indeed to be a merit increase that's given because of performance, not because of longevity or because there's no raises in store and the City Manager or whoever it happens to be feels like he wants to use a merit increase for reasons other than performance.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM D. DISCUSSION AND POSSIBLE ACTION ON A MERIT INCREASE FOR THE CITY MANAGER
AND THE AUTHORIZATION TO IMPLEMENT A MERIT ALLOCATION SYSTEM BASED ON
JOB PERFORMANCE FOR APPOINTMENT EMPLOYEES.

PAGE 3

CITY MANAGER HALL: Performance. It'll solely be based on performance.

MAYOR BRIARE: Would you want a motion here at this time, because you've already heard the Council members wish to have as a recommendation --

CITY MANAGER HALL: Well it's the recommendation of the City Manager that the City Council authorize the City Manager to initiate a merit incentive policy and then the Council is welcome to take whatever action you deem necessary or appropriate relative to the City Manager.

MAYOR BRIARE: Councilman Nolen.

COUNCILMAN NOLEN: Your Honor, I'D MAKE A MOTION THAT WE FOLLOW THE RECOMMENDATIONS OF THE CITY MANAGER AND SPECIFICALLY INCLUDE IN THERE A 5% MERIT INCREASE FOR THE CITY MANAGER.

MAYOR BRIARE: Comments by the Council members? Cast your votes. Post. Motion's APPROVED. (Motion carried unanimously.)

END OF DISCUSSION

/s/

0051

AGENDA

City of Las Vegas

July 17, 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.

1040

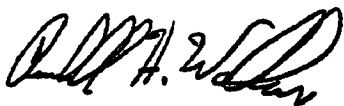
A. SERVICE AND MATERIAL WARRANTS/PAYROLL
WARRANTS/OTHER WARRANTS AND INVESTMENTS

1. Service and Material Warrants
In the amount of \$3,445,036.79
2. Payroll Warrants
In the amount of \$1,399,926.46
3. Other Warrants and Investments
In the amount of \$216,322.44

Lurie -
APPROVED Items 1
thru 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

City of Las Vegas

July 17, 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

A. REPLACEMENTS FOR EXISTING BUDGETED
POSITIONS (CRITICAL HIRES)

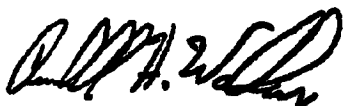
<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Deputy City Attorney I	City Attorney	\$2,174- 3,260	General
Development Officer	Economic & Urban Development	\$1,941- 2,911	General
Cultural Program Specialist	Parks, Recreation & Sr. Citizen Activities	\$1,469- 1,874	General
Park Ranger	Parks, Recreation & Sr. Citizen Activities	\$1,571- 2,053	General
Electrician I	Public Services	\$1,746- 2,228	General

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>HOURLY SALARY</u>	<u>FUNDING</u>
Student Intern	Economic & Urban Development	\$ 5.64	Federal

Lurie -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

TO: The City Council

FROM:

0054

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

PURPOSE/BACKGROUND

Of the 1,661 positions in the City's 1985-86 Fiscal Budget, 8.1% (134 positions) are currently vacant.

The staff is recommending the filling of six (6) critical positions at this time.

The chart below gives you a summary of our current staffing, as well as showing the six (6) requests to fill positions.

STAFFING SUMMARY

	<u>CURRENT STAFFING</u>			<u>REQUESTS TO BE FILLED</u>		
	<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	167	162	5	2	0	2
Classified	1174	1129	45	3	0	3
Contract	19	15	4	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>292</u>	<u>212</u>	<u>80</u>	<u>1</u>	<u>0</u>	<u>1</u>
Total	1661	1527	134	6	0	6

FISCAL IMPACT

The six vacant and budgeted positions shown above are included in the City's current budget. There are no additional non-budgeted expenses associated with these positions.

The total dollar savings realized through vacancies in fiscal year 1984-'85 was \$1,082,078.

RECOMMENDATION

Staff recommends the filling of six (6) positions indicated above.

RECOMMENDED

[Signature]
Jan Iait, Director
Personnel & Employee Relations

Agenda Item

IV. (c)

AGENDA

City of Las Vegas

July 17, 1985

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

ITEM

Council Action

Department Action

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

A. ACCELERATION CLAUSE IN EVENT OF SALE
OR LEASE - EFFECT OF MERGER OF
MORTGAGE WITH OTHER NON-PROFIT
CORPORATION - VEGAS HOUSE, INC.

Nolen -
APPROVED as recom-
mended.
Unanimous

Staff to proceed
Ken Williams
appeared

ABBOVED AGENDA ITEM

David R. F. [Signature]

Date: July 17, 1985

AGENDA DOCUMENTATION

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: ACCELERATION CLAUSE IN EVENT OF SALE OR LEASE - EFFECT OF MERGER OF MORTGAGE
WITH OTHER NON-PROFIT CORPORATION - VEGAS HOUSE, INC.

PURPOSE/BACKGROUND

In the 1983-84 Community Development Block Grant (CDBG) Program Year, the City of Las Vegas funded Vegas House, Inc., at a level of \$50,000, to provide a down payment to purchase and correct electrical, carpentry, and plumbing deficiencies to a building located at 930 North Fourth Street. The facility was for the continued provision of an adolescent program house for Las Vegas youth.

In December, 1984, Vegas House, Inc., merged with Western Counseling Associates. On February 4, 1985, the Department of Economic and Urban Development received a letter from Kirk B. Lenhard, Past President of Vegas House Board of Directors, requesting approval from the Las Vegas City Council to transfer all CDBG obligations from Vegas House, Inc. to Western Counseling Associates.

Although the CDBG contract required approval from Council before any mergers or similar actions were taken and Vegas' House request was ex post facto, the documentation submitted detailing consummation of the merger was reviewed by the City Attorney's Office and was determined to be in order and legal. The documents reviewed by staff, indicates this activity remains eligible in respect to CDBG Regulations.

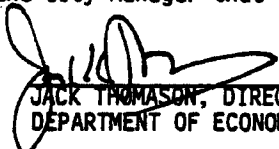
A subsequent meeting was held between Western Counseling Associates and Department of Economic and Urban Development representatives and the responsibilities of Western Counseling to the City of Las Vegas as a result of the transference were detailed and agreed upon by Western Counseling. Therefore, the Department of Economic and Urban Development recommends that the transference of CDBG obligation from Vegas House, Inc. to Western Counseling Associates be approved.

FISCAL IMPACT

None

RECOMMENDATIONS

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


JACK THOMASON, DIRECTOR
DEPARTMENT OF ECONOMIC & URBAN DEVELOPMENT

Agenda Item

IV. (d) A.

AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND
VEGAS HOUSE, INC.

THIS AGREEMENT, made and entered on this _____ day of _____, 198____, by and among the CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada, (herein referred to as the CITY OF LAS VEGAS), and VEGAS HOUSE, INC., a Nevada non-profit corporation (herein referred to as VEGAS HOUSE, INC.);

W I T N E S S E T H:

WHEREAS, the City of Las Vegas is a recipient of the U. S. Department of Housing and Urban Development's Community Development Block Grant funds as authorized under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended; and

WHEREAS, the City of Las Vegas, the entitlement grantee of the Block Grant funds, is responsible for the administration, implementation, planning and evaluation function of the Community Development Block Grant Program; and

WHEREAS, VEGAS HOUSE, INC., is a non-profit organization, which operates a project called the VEGAS HOUSE ADOLESCENT PROGRAM for the purpose of rehabilitating youth with drug related problems; and

WHEREAS, the City of Las Vegas has identified the geographical boundaries of Neighborhood Strategy Area (NSA) I to be as follows:

Carey Street on the North, Jimmy Street on the South, Comstock Street on the West, and "H" Street on the East, and

the geographical boundaries of Neighborhood Strategy Area (NSA) II are as follows:

Doolittle Street on the North, Washington Street on the South, "J" Street on the West, and "A" Street on the East

are identified as its primary low/moderate income program area recipients as referred to in the Community Development Block Grant program as Neighborhood Strategy Areas (NSA) I and II respectively. (See Exhibit "A")

WHEREAS, the City Council of the City of Las Vegas, Nevada, authorized the Department of Funds Coordination to develop contracts with operating agencies and City Departments to carry out the purposes and objectives of the Community Development Block Grant Program; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

VEGAS HOUSE, INC. through its VEGAS HOUSE ADOLESCENT PROGRAM shall perform all the necessary services provided under this Contract in accordance with and respecting to the following project and project area:

The VEGAS HOUSE ADOLESCENT PROGRAM shall be an element of the neighborhood revitalization efforts in NSAs I and II by the Community Development Block Grant Program, within the program year beginning July 1, 1983 and June 30, 1984.

1 VEGAS HOUSE, INC., through its VEGAS HOUSE ADOLESCENT PROGRAM,
2 shall do, perform and carry out in a timely, satisfactory and proper manner
the following activities within said program year.

3 GOAL:

4 Expand the availability of existing social services to
5 adolescents in Las Vegas.

6 OBJECTIVE:

7 I. Provide a down payment on the building located at 930
North Fourth Street with the intent to acquire said property by October 1,
1983.

8 II. Correct electrical, carpentry and plumbing deficiencies
9 which currently exist in the building located at 930 North Fourth Street
between October and December, 1983.

10 2. TIME OF PERFORMANCE:

11 The program objectives of VEGAS HOUSE, INC. shall commence on
12 October 1, 1983, and all of the services shall be completed by June 30, 1984.

13 3. COMPENSATION:

14 VEGAS HOUSE ADOLESCENT PROGRAM is to be paid a total con-
15 sideration of no more than \$50,000.00 for full performance of the services
as completed by June 30, 1984, as specified under this Agreement in accord
16 with the approved and executed budget document which is attached to this
Agreement. (See Exhibit "B").

17 4. METHOD OF PAYMENT:

18 The City of Las Vegas Community Development Program will place
19 FORTY THOUSAND DOLLARS (\$40,000.00) into Escrow No. 83-07-484GS with Nevada
20 Title Company, which sum shall be used as the down payment on the real prop-
erty being acquired by VEGAS HOUSE, INC. from Las Vegas Rescue Mission. As to
21 the balance which is to be contributed to VEGAS HOUSE, INC., the City of Las
Vegas Community Development Program will reimburse VEGAS HOUSE, INC. for the
22 eligible expenditures incurred for the VEGAS HOUSE ADOLESCENT PROGRAM services
as specified under the Agreement in accord with the approved and executed
23 budget document which is attached to this Agreement. VEGAS HOUSE, INC. agrees
to incur initial expenditures and to invoice the Community Development Program
24 on a bi-weekly basis. The Community Development Program Staff will review
expenditures for consistency with the approved budget and scope of service, as
25 well as Federal Management circular 74-04: cost principles applicable to
grants and contracts with State and local governments, which circular is
26 incorporated herein by reference. Invoices will be forwarded to the City of
Las Vegas, Department of Financial Management for payment. VEGAS HOUSE, INC.
27 agrees to provide the Community Development Program Staff with copies of all
supporting documentation and to maintain and make accessible, for purposes
of auditing, all original documentation for a period of three (3) years
following program completion.

28 5. GENERAL TERMS AND CONDITIONS:

29 A. VEGAS HOUSE, INC. shall not make any changes in line item
30 expenditures in the approved and executed budget unless specific authorized
31 permission is provided in writing by the Community Development Program
Staff.

1 B. VEGAS HOUSE, INC. is bound by all conditions, regulations
2 and assurances which are applicable to the entire Community Development
3 Block Grant Program, or are required by the Department of Housing and Urban
4 Development.

5 C. VEGAS HOUSE, INC. and the City of Las Vegas hereby agree
6 to amend, and modify or otherwise revise this Agreement should such modifi-
7 cations be necessary or required by the U. S. Department of Housing and
8 Urban Development and any Federal statutes and regulations applicable to
9 funds expended under this program.

10 6. SPECIAL TERMS AND CONDITIONS:

11 A. It is expressly understood between the parties that if the
12 escrow for the acquisition of the real property at 930 N. 4th Street by VEGAS
13 HOUSE, INC. fails to close, the sum of FORTY THOUSAND DOLLARS (\$40,000.00)
14 placed in Nevada Title Company Escrow No. 83-07-4846S belongs to the City of
15 Las Vegas and will be returned to the City of Las Vegas Community Development
16 Program. VEGAS HOUSE, INC. shall have no right to take possession of said sum
17 in such circumstance.

18 B. If within ten years after the purchase of said real property
19 by VEGAS HOUSE, INC., i.e., the closing of the aforementioned Escrow No.
20 83-07-4846S, VEGAS HOUSE, INC. sells or leases said real property to a person,
21 organization or agency which is not approved by the Las Vegas City Council,
22 the City of Las Vegas will require full repayment of the FORTY THOUSAND
23 DOLLARS (\$40,000.00), at no interest, it is contributing in Community
24 Development Block Grant funds toward the down payment on said real property.
25 To be sure that the property is not sold or leased without proper authoriza-
26 tion or the return of the FORTY THOUSAND DOLLARS (\$40,000.00) to the City of
27 Las Vegas, the City is requiring that a Second Deed of Trust which reflects
28 this agreement in the sum of FORTY THOUSAND DOLLARS (\$40,000.00) be executed
29 by VEGAS HOUSE, INC. in favor of the City of Las Vegas. The Second Deed of
30 Trust shall be recorded in the Office of the County Recorder of Clark County,
31 Nevada after the Deed of Trust in favor of the Las Vegas Rescue Mission is
32 recorded. The City of Las Vegas will execute and record a Reconveyance of
said Second Deed of Trust at the end of the aforementioned ten year period
if VEGAS HOUSE, INC. has not sold or leased the property as stated above
during said period of time. A Reconveyance will be executed and recorded
prior to the end of said ten year period upon repayment to the City of Las
Vegas of the sum of FORTY THOUSAND DOLLARS (\$40,000.00) with no interest.

33 C. Indemnification. VEGAS HOUSE, INC. agrees to protect,
34 defend, indemnify, and save harmless the City from and against any and all
35 liability, damages, claims, suits, liens, and judgments of whatever nature
36 including but not limited to claims for contributions and/or indemnification
37 for injuries to or death of any person or persons, caused by, in connection
38 with, or arising out of any activities undertaken pursuant to this Agreement.
39 VEGAS HOUSE, INC.'s obligation to protect, defend, indemnify, and save
40 harmless as set forth in this paragraph shall include any and all attorneys'
41 fees and investigation expenses incurred by the City in enforcing and/or
42 obtaining compliance with the provisions of this Agreement.

43 D. ~~VEGAS HOUSE, INC. shall not~~
44 ~~assign or sublease its interest in this Agreement without written~~
45 ~~consent of the City. Such assignment or sublease shall be subject to the~~
46 ~~approval of the City and shall not be binding on the City.~~

47 E. Insurances. VEGAS HOUSE, INC. shall carry the following
48 insurances and amounts:

(1) Comprehensive, bodily injury and property damage liability insurance with limits as follows:

Bodily Injury: \$500,000 each person, \$500,000 each occurrence

Property Damage: \$500,000 each occurrence

(2) Fire Insurance

Content: \$25,000 (minimum)

Structure: \$185,000 (minimum)

(3) Flood Insurance, if the structure is located on the most recently approved F.E.M.A. Flood insurance map.

~~The City of Las Vegas shall not be responsible for any insurance coverage or for the cost of the second deed of trust for the City of Las Vegas as set forth in the agreement between the City and VEGAS HOUSE, INC. of this agreement.~~

F. Onsite Monitoring. Activities funded under this Agreement will be subject to onsite monitoring by duly authorized City representatives. Said representatives will be announced 24 hours in advance of such visits, which will occur during normal operating hours. The representatives may request and be granted access to records. Representatives may, on occasion, interview recipients of services who volunteer to be interviewed.

G. Access to Records. At any time during normal business hours, VEGAS HOUSE, INC.'s records with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives, City contracted independent auditors, HUD and/or the Comptroller of the United States.

H. Unexpended Funds. In the event that VEGAS HOUSE, INC. and/or City staff anticipate the total amount of funds allocated for this agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's CDBG program.

I. Accounting Methods. Expenditures charges to City Fiscal Year 1983/84 CDBG funds shall be accounted for in a ledger separate from all other revenue sources.

J. It is expressly understood by VEGAS HOUSE, INC. that only eligible project expenditures, as jointly determined by the Community Development Program Staff and VEGAS HOUSE, INC., can be paid pursuant to this Agreement.

7. OTHER PROVISIONS

During the performance of this Agreement, VEGAS HOUSE, INC., as to its VEGAS HOUSE ADOLESCENT PROGRAM agrees as follows:

A. Equal Employment Opportunity

(1) VEGAS HOUSE, INC. will not discriminate against any employee or applicant for employment because of race, color, sex or national origin. VEGAS HOUSE, INC. will take action to ensure that all applicants are considered for employment, without regard to their race, sex, color, religion or national origin. Such action shall include but not be limited

1 to the following: employment, upgrading, demotion, or transfer; recruitment
2 or recruitment advertising; layoff or termination; rates of pay or other
3 forms of compensation; and selection for training, including apprenticeship.
4 VEGAS HOUSE, INC. agrees to post in conspicuous places, available to
5 employees and applicants for employment, notices to be provided setting
6 forth the provisions of this non-discrimination clause.

7 (2) VEGAS HOUSE, INC. will, in all solicitations or adver-
8 tisements for employees placed by or on behalf of VEGAS HOUSE ADOLESCENT
9 PROGRAM state that all qualified applicants will receive consideration for
10 employment without regard to race, color, religion, sex or national origin.

11 B. Business and Employment Opportunities for Lower Income
12 Residents

13 Where applicable, VEGAS HOUSE, INC. will conform with the
14 rules and regulations set forth under Section 3 of the Housing and Urban
15 Development Act of 1968, as amended. This Act requires that to the greatest
16 extent feasible, opportunities for training and employment be given to lower
17 income residents of the project area, and contracts for work in connection
18 with the project be awarded to business concerns which are located in, or
19 owned in substantial part by, persons residing in the area of the project.
20 In all solicitations for bids, the contractor must, before signing the
21 contract, provide a preliminary statement of the work force needs and plans
22 for possible training and employment of lower income persons. When VEGAS
23 HOUSE, INC. utilizes the bidding procedure to let a bid in connection with
24 this program, the invitation or solicitation for bids shall advise prospec-
25 tive contractors of the requirements of Section 3 of the Housing and Urban
26 Development Act of 1968, as amended, regulations. If VEGAS HOUSE, INC.
27 solicits or requests for invitation for bids in connection with this
28 program, every effort feasible will be made to contact minority organiza-
29 tions for a response to the solicitation or invitation to bidders.

30 C. Nondiscrimination in Federally-Assisted Program.

31 In accordance with Title VI of the Civil Rights Act of
32 1964 (P.L. 88-352) no person in the United States shall, on the ground of
33 race, color, or national origin be excluded from participation in, be denied
34 the benefits of, or otherwise subjected to discrimination under program or
35 activity for which VEGAS HOUSE, INC. received Federal financial assistance.

36 D. Specific Discriminatory Actions Prohibited.

37 VEGAS HOUSE, INC. may not directly or through contractual
38 or other arrangements, on the ground of race, color, national origin or sex:

39 (1) Deny any individual any facilities, services,
40 financial aid or other benefits provided under the program or activity.

41 (2) Provide any individual any facilities, services,
42 financial aid or other benefits which are different, or are provided in a
43 different form, from that provided to others under the program or activity.

44 (3) Subject any individual to segregated or separate
45 treatment in any facility in, or in any matter of process related to receipt
46 of any service or benefit under the program or activity.

47 (4) Treat any individual differently from others in deter-
48 mining whether the individual satisfies any admission, enrollment, eligibi-
49 lity, membership or other requirements or conditions which individuals must
50 meet in order to provide any facilities, services or other benefit provided
51 under the program or activity.

1 (5) Deny any opportunity to participate in a program
2 or activity as an employee.

3 E. Equal Opportunity in Participation

4 Under the terms of Section 109 of the Housing and
5 Community Development Act of 1974 and in conformance with all requirements
6 imposed by or pursuant to the Regulations of the Department of Housing and
7 Urban Development (24 CFR Part 570.601) issued pursuant to this Section, no
8 person in the United States shall on the ground of race, color, national
9 origin, religion or sex be excluded from participation in, be denied the
10 benefits of, or be subjected to discrimination under, any program or acti-
11 vity funded in whole or in part with the Community Development Block Grant
12 Program funds.

13 F. Labor Standards

14 When VEGAS HOUSE, INC. awards a construction contract in
15 connection with this Agreement in excess of \$2,500, VEGAS HOUSE, INC. will
16 be required to insure that the Davis-Bacon Act, as amended, is enforced,
17 which Act requires that: All laborers and mechanics employed by contractors
18 or subcontractors on construction work assisted under the Community
19 Development Block Grant Program shall be paid wages at rates not less than
20 those prevailing on similar construction in the locality as determined by
21 the Secretary of Labor, and shall receive overtime compensation in accor-
22 dance with and subject to the provisions of the Contract Work Hours and
23 Safety Standards Act (40 U.S.C. 327-332) and the Contractors and
24 Subcontractors shall comply with all regulations issued pursuant to these
25 Acts and with other applicable Federal laws and regulations pertaining to
26 labor standards.

27 G. Environmental Review Process

28 In accordance with Section 104(f) of Title I of the
29 Housing and Community Development Act of 1974 and the Implementing
30 Regulations issued by the Secretary of Housing and Urban Development (24 CFR
31 Part 58), the National Environmental Policy Act (NEPA) of 1969, and the Las
32 Vegas Municipal Code 1982, Title 20, Flood Control, Chapters 20.04 - 20.08,
inclusive, this agency will abide with the Environmental Review Record
actions as set forth by the Department of Funds Coordination.

33 H. Real Property Acquisition

34 In accordance with Title II Uniform Relocation Assistance
35 and Real Property Acquisition Policies Act of 1970 and HUD Implementing
36 Regulations at 24 CFR Part 42 and Section 570.602(a), HUD Handbook 1376.1
37 Relocation and Real Property Acquisition, September 1979, and the Las Vegas
38 Municipal Code 1982, Title 16, Building and Construction, Chapter 16.04 -
39 16.28, inclusive, this agency will abide with the necessary directives as
40 set forth by the Department of Funds Coordination.

41 I. Minimum Wages

42 In connection with this Agreement, VEGAS HOUSE, INC.
43 agrees to pay salaries of not less than the minimum wage as determined pur-
44 suant to the Fair Labor Standards Act, as amended.

45 J. Provisions of the Hatch Political Activity Act

46 VEGAS HOUSE, INC. agrees that neither the funds provided
47 herein nor the personnel employed in the administration of this program
48 shall be expended or used in the conduct of political activities in contra-
49 vention of Chapter 15 of Title 5, United States Code.

0063

K. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, 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 forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS, a Municipal
corporation of the State of
Nevada

VEGAS HOUSE, INC., a Nevada
non-profit corporation (VEGAS
HOUSE ADOLSCENT PROGRAM)

WILLIAM H. BRIARE, MAYOR

LOGAN FIELDS, EXECUTIVE
DIRECTOR

Date:

Date:

DEPARTMENT OF FUND COORDINATION

KIRK LENHARD, CHAIRMAN OF THE
BOARD

RICHARD B. BEUE, JR., DIRECTOR

Date:

Date: Sept 12, 1985

ATTEST:

ATTEST:

CAROL ANN HAWLEY, CITY CLERK

APPROVAL AS TO FORM ONLY:

GEORGE OGILVIE, CITY ATTORNEY

Date: Sept. 10, 1985

0064



CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND
SPECIAL MEETING - JULY 29, 1985

NINTH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT
ITEMIZED BUDGET

0065

APPLICANT NAME: VEGAS HOUSE, INC.

ACTIVITY NAME: ACQUISITION AND RESTORATION PROJECT

9086

CAPITAL IMPROVEMENTS

Appraisal \$ 500.00

Down Payment on Acquisition Property 40,000.00

Restoration of Building 8,500.00

1. Carpentry

2. Plumbing

3. Electrical

4. Air Conditioning

5. Painting

6. Insurances

1,000.00

TOTAL

\$ 50,000.00

EXHIBIT "B"

SPECIAL MEETING - JULY 29, 1985

- To: NEVADA TITLE COMPANY

DATE July 21, 1983

ESCROW NO. 83-07-484GS

LAS VEGAS, NEVADA

0066

Selling Address: ~~XXXXXXXXXXXXXXXXXXXX~~
33 Rancho Drive, Las Vegas, Nv. 89106

SELLER
LAS VEGAS RESCUE MISSION, a Nevada Non-profit
Corporation, incorporated October 21, 1970

I am selling to:
EGAS HOUSE, INC.

the property hereinafter described on the terms herein set forth,
and will hand you an instrument conveying the said property which
is described as follows, to-wit:

OR THE LEGAL DESCRIPTION OF SUBJECT PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

SUBJECT PROPERTY being commonly known as: 930 North 4th Street, Las Vegas, Nevada

~~\$3,000.00 of the funds shown above as "TO BE DEPOSITED" shall be placed into escrow by buyer
immediately upon Escrow Agents' receipt of these escrow instructions executed by the parties
hereto and said funds shall represent the earnest money deposit on the herein described property.~~

I authorize you to deliver said instrument to the above named party or representative upon payment to you for my account of the cash
consideration and/or new encumbrance(s) as specified in the Consideration hereinbefore set out and upon condition that you issue the usual form of
C.L.T.A. STANDARD JOINT PROTECTION policy of Title Insurance
in the amount of \$ 185,000.00 on the above described real property which will show that the title to said property is vested in:

EAS HOUSE, INC.

In the event that these instructions provide for title to be vested in a "nominee/s" the Escrow Agent is authorized to insert the name of said nominee
into the deed and related documents prior to recordation of same.

SUBJECT ONLY TO: 1983-1984

(1) Taxes for the fiscal year
FORMER OWNER, IF ANY, and any and all taxes and assessments levied or assessed subsequent to date of these instructions.

INCLUDING PERSONAL PROPERTY TAXES OF ANY

(2) RESTRICTIONS, CONDITIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD, if any, or any
that actually exist on the property.

3) First Lien Deed of Trust to be executed by buyer in the form customarily used by Nevada
Title Co., to secure a Note for \$145,000.00, dated July 21, 1983, with interest at the rate
of Ten (10.0) percent per annum, payable monthly with principal, commencing from close of
escrow, in favor of seller as shown above, payable at Las Vegas, Nevada, or as directed.
Principal and interest payable in monthly installments of \$1,399.28, or more, on the same
day of each calendar month, with the first payment due sixty (60) days from close of escrow
and continuing each succeeding month thereafter up to and including the 239th installment
due date and on the 240th installment due date, the then remaining unpaid principal balance
together with accrued interest thereon shall be due and payable. In the addition to the
principal and interest payments called for above, Buyer agrees to pay an interest only payment
in the amount of \$1,208.33 on the first installment due date, which shall represent the first
30) days accrued interest on said Note. Escrow Agent is hereby instructed and directed to
insert the interest commencement date and due dates onto said Note when same have been determined
in escrow. Said Note is to carry the following recital: "RESERVING to the Maker the right and
privilege of prepaying the whole or any portion of this Note prior to maturity without prepayment
penalty."

The parties hereto each agree that an appraisal is to be conducted on subject property prior
to the close of escrow, with the cost of same to be paid for by the buyer.

These instructions are collection instructions to NEVADA TITLE COMPANY if provision is made herein for payments to be made to
NEVADA TITLE COMPANY and said funds collected are to be disbursed as provided for by the terms of these instructions or any amendments thereto.

Of the following items in Paragraphs lettered (a) to (f), inclusive, make adjustments only of items in Paragraphs lettered B & C
in this escrow, except as otherwise provided, to CLOSE OF ESCROW:

- Interest on Mortgages and/or Trust Deeds of record, and funds shown impounded for future payment of taxes and insurance all based
on Beneficiary's Statement.
- Interest on new encumbrances by endorsements on notes, in which you are authorized to compute and insert appropriate dates and
amounts.
- Taxes based on latest tax figures in your possession.
- Rentals, on collected rentals only, on basis of written statement furnished, approved by both parties. Seller will collect all rents which
fall due prior to the close of this escrow, unless he instructs you in writing to the contrary.
- Premium on fire insurance policies as presented by seller.
- Maintenance fees if applicable.

You shall have no responsibility in connection with the investigating or guaranteeing the status of any policy of fire insurance involved in this escrow, but you shall have no responsibility in connection with all public law 29, 1985

You have no responsibility in connection with investigating or guaranteeing the status of any sewer rental charge, garbage fee, power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

Seller

Monthly installments maturing on existing encumbrances, if any, during the period of this escrow shall be paid by

Make provisions on basis of 30-day month. "Close of Escrow" shall mean the day papers are filed for record. Execute on behalf of the parties hereto form assignments of interest in any insurance policies (other than title insurance) presented herein and forward them upon close of escrow to the agent and or Company insuring with the request, first, that insurer consent to such transfer or attach loss payable clause or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter return such policies to you for delivery to such party as may be entitled thereto. Mail policy of Title Insurance to the buyer, and if there is a new encumbrance, mail a copy of said policy to the Note Holder.

Buyer and seller each agree to pay their own normal closing costs incurred in this transaction. An estimation of said costs are set forth below.

0067

FOR ADDITIONAL PROVISIONS, SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THESE INSTRUCTIONS.

The close of escrow date is to be on or before September 5, 1983 or upon receipt of the balance of the cash demand from the City of Las Vegas, whichever date first occurs.

AMERICANA GROUP REALTORS

Commission, as per separate agreement, is payable to broker

and you shall disburse the same to the extent that the proceeds of this escrow available therefor become disburseable for my account.

NEVADA TITLE COMPANY shall have no liability in connection with any PERSONAL PROPERTY which is the subject of this escrow.

You will file the necessary Deeds, Trust Deeds and other instruments and then pay any encumbrance you may find against said property, except as set forth above, and you are authorized to insert into said documents the Grantee's name as disclosed in nominee instructions or lender's documents.

Deduct from the amount collected for my account any payments made by you pursuant to these instructions, together with your charges. All disbursements are to be made by check of NEVADA TITLE COMPANY.

Time is the essence of this Agreement and I require that buyer execute these instructions within TEN DAYS and comply with all requirements hereof necessary to place this escrow in condition to close on or before September 5, 1983, provided however, that if said closing date falls on a Saturday, Sunday or holiday, the time limit herein set out is hereby extended through the next full business day and provided that further you as escrow holder are authorized to take any administrative steps necessary to implement the closing of this escrow subsequent to said closing date unless otherwise instructed in writing by a party hereto. This agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legates, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. These instructions may be executed in any number of counterparts each of which shall be considered as an original and effective as such.

Either principal hereunder claiming right of cancellation of its escrow shall file notice for cancellation in the office of your company, in writing, in duplicate. You shall within three days thereafter mail one copy of such writing to the other party and to any broker above named, at his address stated herein. Unless written objection thereto shall be filed in such office by such other party within ten days thereafter you are authorized to comply with such notice and demand upon payment of our cancellation charges in the premises. In the event that such written objection shall be filed, you are authorized to hold all money and instruments in this escrow pending agreement of the parties or final order of a court of competent jurisdiction, except, however, the parties hereto expressly agree and consent that said escrow holder shall have the absolute right at its election to file a suit in interpleader and obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit is brought they jointly and severally agree to pay said escrow holder all costs, expenses and reasonable attorneys' fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit. Upon the filing of such suit, said escrow holder shall thereupon be fully released and discharged from all obligation to further perform any duties or obligations otherwise imposed by the terms of this escrow. Upon cancellation of this escrow, the escrow holder shall not disburse any funds placed in said escrow as earnest money without written consent of the brokers above or final order of a court of competent jurisdiction.

Upon close of escrow, or upon the filing of a written request for cancellation by one of the parties to which there is written objection filed by the other party, NEVADA TITLE COMPANY is hereby authorized to retain out-of funds deposited in said escrow, a reasonable service charge in an amount not less than ten dollars (\$10.00) per month for the administration and handling of said funds.

In the event that a suit is brought by any party or parties to these escrow instructions to which the escrow holder is named as a party which results in a judgment in favor of the escrow holder and against a principal or principals herein, the principal or principals' agent agrees to pay said escrow holder all costs, expenses and reasonable attorneys' fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

Anything to the contrary herein notwithstanding, escrow agent is hereby unconditionally relieved from any liability or responsibility whatsoever involving compliance with or adherence to "Consumer Credit Protection Act (Truth in Lending)" or similar law.

Seller(s) and Buyer(s) hereby authorize Escrow Agent to furnish copies of Closing Statements and Escrow Instructions to Lender and/or Broker involved.

I agree to pay the following estimated charges:

Policy of Title Insurance	\$ 655.50
Escrow Fee	\$ 150.00
Recording Fee	\$ 5.00
Reconveyance Fee	\$ 50.00
Real Property Transfer Tax	\$ 203.50

Signature LAS VEGAS RESCUE MISSION

BY: Edward H. (signature)

BUYER

I have read the foregoing instructions and am buying the property described on the terms and conditions set forth, and will within the time limit either hand you, or cause to be handed you, the consideration as specified, and I require that Seller comply with all terms hereof within the time as fixed above.

I agree to pay the following estimated charges:

Assumption Fee	\$	150.00
Escrow Fee	\$	15.00
Recording Fee	\$	15.00
Date	Cost of Appraisal	
	July 21, 1983	

Signature VEGAS HOUSE, INC.

BY:

CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND

You shall be responsible in connection with the investigation or guaranteeing the status of any policy of fire insurance involved in this escrow, but will assume that premiums on all policies have been paid.

You have no responsibility in connection with investigating or guaranteeing the status of any sewer rental charge, garbage fee, power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

Seller

Monthly installments maturing on existing encumbrances, if any, during the period of this escrow shall be paid by

Make provisions on basis of 30-day month. "Time of Escrow" shall mean the day papers are filed for record. Execute on behalf of the parties hereto form assignments of interest in any insurance policies (other than title insurance) presented herein and forward them upon close of escrow to the agent and/or Company insuring with the request, first, that insurer consent to such transfer or attach loss payable clause or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter return such policies to you for delivery to such party as may be entitled thereto. Mail policy of Title Insurance to the buyer, and if there is a new encumbrance, mail a copy of said policy to the Note Holder.

Buyer and seller each agree to pay their own normal closing costs incurred in this transaction. An estimation of said costs are set forth below.

0068

OR ADDITIONAL PROVISIONS, SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THESE INSTRUCTIONS.

The close of escrow date is to be on or before September 5, 1983 or upon receipt of the balance of the cash demand from the City of Las Vegas, whichever date first occurs.

AMERICANA GROUP REALTORS

Commission, as per separate agreement, is payable to broker

and you shall disburse the same to the extent that the proceeds of this escrow available therefor become disburseable for my account.

NEVADA TITLE COMPANY shall have no liability in connection with any PERSONAL PROPERTY which is the subject of this escrow.

You will file the necessary Deeds, Trust Deeds and other instruments and then pay any encumbrance you may find against said property, except as set forth above, and you are authorized to insert into said documents the Grantee's name as disclosed in nominee instructions or lender's documents.

Deduct from the amount collected for my account any payments made by you pursuant to these instructions, together with your charges. All disbursements are to be made by check of NEVADA TITLE COMPANY.

Time is the essence of this Agreement and I require that buyer execute these instructions within TEN DAYS and comply with all requirements hereof necessary to place this escrow in condition to close on or before September 5, 1983, provided however, that if said closing date falls on a Saturday, Sunday or holiday, the time limit herein set out is hereby extended through the next full business day and provided that further you as escrow holder are authorized to take any administrative steps necessary to implement the closing of this escrow subsequent to said closing date unless otherwise instructed in writing by a party hereto. This agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. These instructions may be executed in any number of counterparts each of which shall be considered as an original and effective as such.

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Real Property Transfer Tax	\$ 203.50

Signature

LAS VEGAS RESCUE MISSION

BY:

BUYER

I have read the foregoing instructions and am buying the property described on the terms and conditions set forth, and will within the time limit either hand you, or cause to be handed you, the consideration as specified, and I require that Seller comply with all terms hereof within the time as listed above.

I agree to pay the following estimated charges:

Assumption Fee	\$
Escrow Fee	\$ 150.00
Recording Fee	\$ 15.00
Date	Cost of Appraisal
July 21, 1983	

Signature

VEGAS HOUSE, INC.

BY:

EXHIBIT "B"

Escrow No. 83-07-484GS

ADDITIONAL PROVISIONS:

1. The parties hereto each acknowledge and agree that the close of escrow is subject to and contingent upon buyer receiving funding from the City of Las Vegas for the cash down payment due through this escrow. Buyers' deposit of funds into escrow shall constitute the removal of this contingency from escrow.
2. Buyer agrees to obtain new fire insurance on subject property prior to the completion of escrow. Said insurance policy is to be in an amount no less than the encumbrance being created herein and is to name the Las Vegas Rescue Mission as First Loss Payee. Escrow Agent is to pay the first years insurance premium from funds deposited by buyer at the close of escrow and is to deliver the original policy to seller upon receipt of same.
3. Buyer and seller agree to deposit their respective Corporate Resolutions into escrow prior to the completion of this transaction. Said documents are to each state the corporate officers elected to execute and finalize this transaction and all other required documents thereto.
4. It is hereby understood and agreed between the parties hereto that buyer currently has possession of subject property and is paying the sum of \$1,700.00 monthly to seller for rent. Prior to the close of escrow buyer and seller shall deposit with the Escrow Agent a written statement acknowledging the date in which the rent is paid to. Escrow Agent is hereby instructed and directed to prorate said rent at the close of escrow in accordance with the date set forth on said rental statement.
5. Buyer and seller each agree that any personal property in subject property is to be included in the purchase price of subject property. However, the Escrow Agent is not to be concerned with said personal property items, the same being entered hereon as a memorandum only. Seller acknowledges that said personal property shall remain in subject property and shall be that of the buyer's at the close of escrow without additional consideration to be given to seller at the close of escrow.

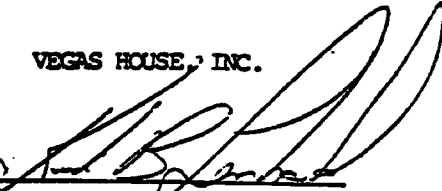
SELLER:

LAS VEGAS RESCUE MISSION

BY: _____

BUYER:

VEGAS HOUSE, INC.

BY: 

0070

EXHIBIT "B"

Escrow No. 83-07-484GS

ADDITIONAL PROVISIONS:

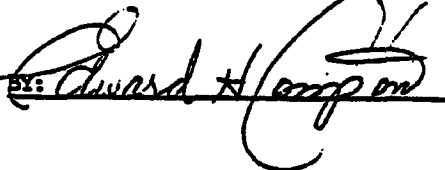
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SELLER:

BUYER:

LAS VEGAS RESCUE MISSION

VEGAS HOUSE, INC.

BY: 

BY: _____

AGENDA

City of Las Vegas

JULY 17, 1985

Page 18

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

ITEM

Council Action

Department Action

IV (f) DEPARTMENT OF GENERAL SERVICES

DAN R. PILKINGTON, DIRECTOR

*CONSENT AGENDA

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

PURCHASING & CONTRACTS DIVISION

1041 *A. AWARD OF BIDS

1. Traffic Signal Poles and Hardware
Department of Public Services
2. Wastewater Treatment Plant Maintenance
Department of Public Services

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. Expendable Chemicals
Department of Public Services

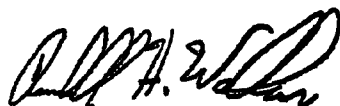
Lurie -
APPROVED Items A & B
Unanimous

Staff to proceed

Councilman Bunker expressed concern over testing of these masking chemicals.

Tom McCaffrey reported to the Council that in subsequent bids relating to masking agents, a committee of three persons will be set up to evaluate the product.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

TO:
The City CouncilFROM:
RANDALL H. WALKER
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 17, 1985
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	TRAFFIC SIGNAL POLES, HEADS, ARMS, AND HARDWARE	<u>BID NUMBER:</u>	85.1740.4
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$35,000.00 BID GROUP I
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	29
<u>FUNDING:</u>	REIMBURSABLE FROM NEVADA D.O.T.	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO MODIFY TRAFFIC SIGNALS AT VARIOUS LOCATIONS IN ACCORDANCE WITH NEVADA DEPARTMENT OF TRANSPORTATION AGREEMENT #P182-84-012.

BID ABSTRACT SUMMARY

GRAYBAR ELECTRIC	LAS VEGAS	NV	\$34,764.00	BID GROUP I
STANDARD WHOLESALE	LAS VEGAS	NV	\$35,453.00	BID GROUP I
CONSOLIDATED ELECTRIC	LAS VEGAS	NV	\$35,722.00	BID GROUP I
UNION METAL CORPORATION	CARSON	CA	\$35,880.00	BID GROUP I

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

GRAYBAR ELECTRIC	LAS VEGAS	NV	\$34,764.00	BID GROUP I
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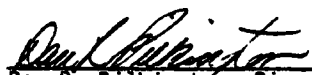
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 85-86. FUNDS ARE AVAILABLE IN THE N.D.O.T. AGREEMENT FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: JULY 3, 1985

TO:
The City Council

FROM:
RANDALL H. WALKER
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 17, 1985
IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

2. <u>BID TITLE:</u>	WASTEWATER TREATMENT PLANT MAINTENANCE	<u>BID NUMBER:</u>	85.7254.2
<u>ITEM:</u>	CAPITAL PROJECT	<u>ESTIMATE:</u>	\$1,200,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	50
<u>FUNDING:</u>	SANITATION	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE FOR THE PLANNED MAINTENANCE OF SPECIFIC EQUIPMENT AT THE WASTEWATER TREATMENT PLANT TO ENSURE THAT THE IMPOSED WATER QUALITY STANDARDS ARE MAINTAINED ADEQUATELY.

BID ABSTRACT SUMMARY

NAY MECHANICAL	LAS VEGAS	NV	\$ 999,999.99
SCOTT CO. OF CALIFORNIA	COMPTON	CA	\$1,055,000.00
M.M.C., INC.	LAS VEGAS	NV	\$1,211,000.00
P.M. MECHANICAL	LAS VEGAS	NV	\$1,352,432.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

NAY MECHANICAL	LAS VEGAS	NV	\$ 999,999.99
----------------	-----------	----	---------------

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 2
IV (f)

TO:
 The City Council

FROM:
 RANDALL H. WALKER
 DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 17, 1985
 IV (f) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. BID TITLE: ANNUAL CONTRACT FOR CHEMICALS BID NUMBER: 86.JUL.1
 FOR MASKING ODORS AT THE
 WASTEWATER TREATMENT PLANT

ITEM: EXPENDABLE SUPPLIES ESTIMATE: \$35.00 UNIT PRICE
ANNUALLY: \$32,000.00

DEPARTMENT: PUBLIC SERVICES INVITATIONS MAILED: 15

FUNDING: SANITATION FUND RESPONSES RECEIVED: 7

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO HELP MASK UNCONTROLLABLE ODORS ESCAPING FROM THE SLUDGE DRYING BEDS AND SURROUNDING AREA AT THE CITY OF LAS VEGAS WASTEWATER TREATMENT PLANT.

BID ABSTRACT SUMMARY

			UNIT PRICE BID GROUP I	UNIT PRICE BID GROUP II
LOUIS ABBOTT	NORTH HOLLYWOOD	CA	\$ 5.50	\$ 5.50
BEST MAINTENANCE	LAS VEGAS	NV	\$10.59	\$10.59
ZEP MANUFACTURING	CARSON CITY	NV	\$ 9.95	\$16.25
JB CHEMICALS	LAS VEGAS	NV	\$11.40	\$11.40
PODNER, INC.	PHOENIX	AZ	\$12.80	\$13.10
TRI SENTRY CHEMICALS	LENEXA	KS	\$13.00	\$13.00
QUALI-CHEM CO.	HENDERSON	NV	\$13.90	\$13.90

STAFF RECOMMENDATION OF AWARD
 THAT THE BID BE AWARDED TO:

ZEP MANUFACTURING CARSON CITY NV \$ 9.95 UNIT PRICE FOR BID GROUP I ONLY
 QUALI-CHEM CO. HENDERSON NV \$13.90 UNIT PRICE FOR BID GROUP II ONLY
 THESE PRODUCTS WERE FIELD TESTED BY THE CHIEF OF THE SANITATION DIVISION. THE ONLY PRODUCTS MEETING THE SANITATION CHIEF'S REQUIREMENTS ARE THE ABOVE. THE SELECTION PROCESS WAS AGREED TO BY ALL PROSPECTIVE BIDDERS PRIOR TO BID OPENING, AND ALL BIDDERS HAVE BEEN NOTIFIED OF OUR RECOMMENDATION.
 AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 85-86. FUNDS ARE AVAILABLE IN THE 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
 Dan R. Pilkington, Director
 Department of General Services

Agenda Item

AGENDA

City of Las Vegas

0075

July 17, 1985

Page 19

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

ITEM

Council Action

Department Action

IV. (g). DEPARTMENT OF PUBLIC SERVICES

THOMAS J. McCAFFREY, Acting Director

A. REPORTS/ACTION

1. Computer Maintenance Contract for
the Traffic Management Center.

Lurie -
APPROVED Items 1
thru 3 as recom-
mended.
Unanimous

Staff to proceed
Tom McCaffrey
appeared

2. Construction Engineering Services
Contract - Digester Gas System
Improvement Project - Wastewater
Treatment Plant.

APPROVED
See above

See above

3. Design and Construction Engin-
eering Services Contract
Trickling Filter Renovation
Project - Wastewater Treatment
Plant.

APPROVED
See above

See above

APPROVED AGENDA ITEM

David R. [Signature]

1042

Date: June 28, 1985

AGENDA DOCUMENTATION

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT:
COMPUTER MAINTENANCE CONTRACT FOR THE TRAFFIC MANAGEMENT CENTER

PURPOSE/BACKGROUND

The central computer equipment of the Las Vegas Area Computer Traffic System (LVACTS) is maintained by Perkin-Elmer under contract with the City of Las Vegas. They have offered to extend the contract at no price increase for the 1985-1986 fiscal year.

The current charge is \$1,530.00 per month plus actual travel expenses. This covers maintenance on all central computer equipment during normal working hours, including parts and labor.

The contract has been approved by the Operations Management Committee of the LVACTS.

This amount has been included in the LVACTS budget for 1985-1986.

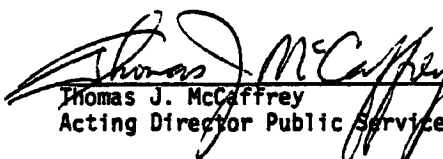
(Copy of the Minutes for the Operations Management Committee meeting approving the aforementioned contract is attached.)

FISCAL IMPACT

\$1,530.00 per month x 12 months =	\$18,360.00	
City of Las Vegas share (62.1%)		\$11,401.56
County of Clark share (30.2%)		5,544.72
City of North Las Vegas share (07.7%)		1,413.72
		<u>\$18,360.00</u>

RECOMMENDATIONS

The Acting Director of the Department of Public Services recommends that the City Council approve the computer maintenance contract for the Traffic Management Center.


Thomas J. McCaffrey
Acting Director Public Services

Agenda Item 7/17/85

IV. (g) A.1.

OPERATIONS MANAGEMENT COMMITTEE

June 6, 1985

MEMBERS PRESENT:

Gary Holler	City of North Las Vegas, Director of Public Works
Gene Weight	State of Nevada, Department of Transportation
Bill Buxton	Regional Transportation Commission
Granville Bowman	Clark County, Department of Public Works

INTERESTED PERSONS:

Kurt Weinrich	Clark County Department of Public Works
Jim Poston	System Manager
James Duddleston	PAWA Incorporated of Nevada
John Bartels	City of Las Vegas, Traffic Engineer
Elmer Waite	State of Nevada, Department of Transportation

Mr. Holler called the meeting to order at 10:00 A.M. Mr. Holler made a motion that the minutes for the meeting held on May 2, 1985, be approved as written. The motion passed.

Mr. Duddleston stated that Perkin-Elmer has submitted a cost proposal to install Transtector transient voltage protection for \$8,963. Mr. Dammier has spoken with Square D Company, and they would like to make a presentation about their equipment to the OMC. It was recommended that Transtector and Square D Company be invited to make 15 minute presentations to the OMC at the next meeting.

Mr. Duddleston stated that Mr. Poston responded to Commissioner Cortez's letter regarding permissive/protected left turns. Three intersections within the City of Las Vegas will be retrofitted for permissive/protected left turns in the near future, and the implementation of permissive/protected left turns will be included in the design of several signalized intersections on the Flamingo project. Mr. Weinrich stated that Clark County has been asked to assist the Nevada DOT in making motorists aware of the new signal operation that will be in effect. It was suggested that the public information program be coordinated through the RTC Traffic Subcommittee.

Mr. Poston reviewed the April, 1985, expenditure report, and the OMC members were pleased with the information and format.

Mr. Poston explained the two changes in the proposed amendment for the Las Vegas ACTS operating agreement. These changes and their justifications were briefly discussed, and Mr. Bowman suggested that one of the proposed changes be clarified and submitted for agency review prior to the next meeting. The changes involve the billing schedule for the Las Vegas ACTS budget and the calculation of the funding formula percentages.

There was a discussion on the hiring of the technicians for the TMC. Mr. Bartels stated that it was standard procedure for the department head to interview the five final candidates and make the final decision. Mr. Poston gave a brief summary of the job descriptions and salary ranges for both the traffic technician and the software technician.

CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND
SPECIAL MEETING - JULY 29, 1985

OPERATIONS MANAGEMENT COMMITTEE

June 6, 1985

Page 2

0078

Mr. Poston requested authorization from the OMC to purchase modems at an estimated cost of \$3,000 to \$4,000. Mr. Bowman made a motion that the spare central modems be purchased. The motion passed.

Mr. Poston also asked if the OMC wanted to establish a policy or guideline when purchasing supplies or equipment, and he recommended following the internal procedure used by the City of Las Vegas. Mr. Bowman stated that Mr. Poston's judgment should be trusted, and with the advent of the OMC review of monthly expenditure reports, the OMC will be able to monitor and control the expenditures should a problem arise. The purchase of furniture for the TMC was brought to the attention of the OMC. Mr. Poston was asked to obtain an estimate for the furniture needed and to present that estimate at the next OMC meeting.

[REDACTED]

Mr. Bowman made a motion that the representative from the City of North Las Vegas continue as chairman for a full term beginning July 1, 1985, and that the representative from Nevada DOT continue as Vice Chairman for a full term beginning July 1, 1985. The motion passed.

The next meeting was scheduled for June 27, 1985, at 10:00 A.M. This meeting was adjourned at 11:15 A.M.

0079

MAINTENANCE QUOTATION

TO. City of Las Vegas
 • Traffic Mgmt. Center
 • Las Vegas, NV 89101

FROM. PERKIN-ELMER
 • Customer Service Division

QUOTATION NUMBER:

CS-788

PLEASE REFER TO THIS QUOTATION
 NUMBER ON ALL CORRESPONDENCE
 AND ORDERS

• Attn: George Dommier

(702) 386-6611

DATE: May 23, 1985

VALID UNTIL: June 23, 1985

ITEM	PRODUCT NUMBER	DESCRIPTION	QTY.	MONTHLY MAINT. RATE	EXTENSION
1.	M32-232	<u>STANDARD ONE-SHIFT MAINTENANCE CONTRACT</u>			
		3220 1MB MOS Memory (S/N 1303)	1	\$ 544.00	\$ 544.00
2.	M32-001	1K Bytes of Bipolar CACHE Memory	1	6.00	6.00
3.	M32-004	3220/3230 Floating Point Hardware	1	42.00	42.00
4.	M32-010	3200 Selector Channel	4	20.00	80.00
5.	M48-062	Universal Clock Module	1	8.00	8.00
6.	M47-105	8-Line Comm. Mux	2	32.00	64.00
7.	M46-710	Vanguard I Disk	1	120.00	120.00
8.	M46-515	Tape Exp., 45 IPS, 1600 CPI	1	130.00	130.00
9.	M46-517	TPAC 4566 Controller	1	40.00	40.00
10.	M07-860	Digital Multiplexor Controller	1	20.00	20.00
11.	M07-861	128 Line Input Module	2	11.00	11.00
12.	M07-862	128 Line Output Module	1	11.00	11.00
13.	M48-450	Digital I/O Module	1	11.00	11.00
14.	M49-051	50 Amp MOS Power Supply	1	20.00	20.00
15.	M46-233	CP Printer Interface	1	11.00	11.00
16.	M46-515	Tape Exp., 45 IPS, 1600 CPI	1	130.00	130.00
17.	M46-710	Vanguard I	1	120.00	120.00
18.	M46-304	LP600 Line Printer	1	151.00	151.00
TOTAL MONTHLY ONE-SHIFT MAINTENANCE RATE-----					\$1,530.00
*Plus Actual Travel Expenses for services rendered pursuant to contract terms and conditions. This quotation is in accordance with Perkin-Elmer's Primary Service Agreement Bulletin dated January, 1984, and Maintenance Agreement 1955901-4. Magnetic media for testing must be provided by customer.					

PERKIN-ELMER

Data Systems Group
Computer Sales Service Division
6033 W. Century Boulevard
Suite 200
Los Angeles, CA 90045
(213) 641-4881

May 23, 1985

City of Las Vegas
Traffic Management Center
Las Vegas, NV 89101

Attn: George Dammier

Dear Mr. Dammier:

Perkin-Elmer is pleased to submit to you our Quotation CS-788 for the renewal of the maintenance contract on your Model 3220 computer system, located in Phoenix, AZ. The current contract is due to expire on June 30, 1985. Included with the quotation is our Maintenance Agreement 1955901-5.

In order to initiate the renewal, kindly sign the enclosed Maintenance Agreement and return all copies to my attention with a confirming purchase order referencing quotation CS-788. Your copy will be returned to you upon execution by our home office.

We want to thank you for your past confidence in Perkin-Elmer services, and we look forward to building upon it by providing the responsive and professional maintenance services expected of Perkin-Elmer.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



PERKIN-ELMER CORPORATION
Customer Service Division

Rick Miller
District Service Manager

Enclosures
RM/sdm

cc: Ron Hall

PERKIN-ELMER

SPECIAL MEETING - JULY 29, 1985

Customer Service Division

Primary Service Agreement

Perkin-Elmer Customer Service Division agrees to provide maintenance service for the Equipment listed in Quotation Number CS-788 (attached) in accordance with the Terms and Conditions contained herein and those stated on the Quotation, including modification to

Primary Service Agreement 1955901-4, attached as Exhibit "A" hereto. *9/28*

This Agreement shall be for an initial term of one (1) year. Upon expiration of the initial term, this Agreement shall automatically continue until terminated by either party with thirty (30) days prior written notice.

Buyer: CITY OF LAS VEGAS

Equipment Location: TRAFFIC MANAGEMENT CENTER, LAS VEGAS, NV 89101

CPU Model No. 3220 Serial No. 1303

Service Office: PHOENIX, AZ

Remote Diagnostics Installed: Yes ☒ No ☐

Initial Term of Agreement: From: July 01, 1985 Thru: June 30, 1986

Principal Period of Maintenance: Days of Coverage: From: Monday Thru: Friday

Hours of Coverage: From: 8:00 A.M. Thru: 5:00 P.M.

Total Monthly Charge: \$ 1,530.00 Total Yearly Charge: \$ 18,350.00

Plus actual travel expenses for services rendered pursuant to paragraphs 1, 4, 5, and 6A (as mutually agreed).

Accepted By

Buyer

THE PERKIN-ELMER CORPORATION
Customer Service Division

By: WILLIAM H. BRIARE
(Type or print)

By: John R. Gross
(Type or print)

Signature: _____

Signature: John R. Gross

Title: MAYOR

Title: Sr. Service Contracts Admn.

Date: August 1, 1985

Date: September 11, 1985

ATTEST:

Acting City Clerk

DAVIS AVENUE, REPTUNE, N.J. 07753

1955901 5

0082

MODIFICATION

to

PRIMARY SERVICE AGREEMENT 1955901-4

- Paragraph 1C Delete "written eight (8) contract hours" and substitute
"the next Perkin-Elmer business day."
- Paragraph 8 Delete "one (1)" and substitute "two (2)."
- Paragraph 10H Delete in its entirety and substitute with the following:
"The validity, performance and construction of this
Agreement shall be in accordance with the laws of the State
of Nevada; however, Perkin-Elmer may file any claim it may
have hereunder in a court of competent jurisdiction in the
State of New York. This clause shall not be in derogation
of any rights Buyer may otherwise have to seek removal of
any action instituted against it by Perkin-Elmer to the
appropriate United States District Court."

Accepted By

Buyer

By: WILLIAM H. BRIARE

Signature: William H. Briare

Title: MAYOR

Date: August, 1985

ATTEST:

Sandra R. LeBeau
Acting City Clerk

THE PERKIN-ELMER CORPORATION
Customer Service Division

By: John R. Gross

Signature: John R. Gross

Title: Sr. Service Contracts Admn.

Date: September 11, 1985

AGENDA DOCUMENTATION

Date: July 5, 1985

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

0083

SUBJECT: CONSTRUCTION ENGINEERING SERVICES CONTRACT - DIGESTER GAS SYSTEM IMPROVEMENT
PROJECT - WASTEWATER TREATMENT PLANTPURPOSE/BACKGROUND

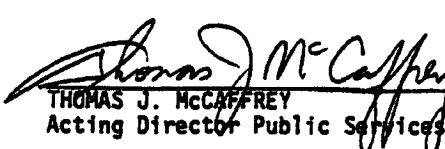
This item requests approval of the contract for construction engineering services for the Digester Gas System Improvements Project between the Engineer, Culp/Wesner/Culp (CWC), and the City of Las Vegas. CWC will perform basic engineering services during construction such as reviewing drawings, diagrams, test results, monthly progress payment estimates, and be available to answer questions related to the engineering drawings and specifications. CWC will make monthly visits to observe the quality and quantity of work during construction. The City will perform full-time inspection of the project. The duration of this project is estimated at 14 months.

FISCAL IMPACT

The estimated cost of this contract is \$43,400 and was approved as part of the overall Digester Gas System Improvement project on 4/17/85. There are funds in the Sanitation Fund to cover this expenditure.

RECOMMENDATIONS

The Acting Director of Public Services recommends that the City Council authorize the Mayor to execute this agreement on behalf of the City Council.


THOMAS J. McCAFFREY
Acting Director Public Services

Agenda Item 7/17/85

IV. (g). A.2.

EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

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

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

SECTION III: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called

"Events of Default");

1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work

1 by such means as CITY OF LAS VEGAS may see fit, deduct-
2 ing from any balance due CONSULTANT the cost of finish-
3 ing the work if the CITY OF LAS VEGAS cannot complete
4 the performance of this Agreement with the remaining
5 funds originally set aside and budgeted for this pro-
6 ject and paying the excess, if any, to CONSULTANT and in
7 the event the cost of finishing CONSULTANT's work exceeds
8 the balance due CONSULTANT, such excess shall be paid
9 by CONSULTANT to CITY OF LAS VEGAS within five (5)
10 days of invoicing by CITY OF LAS VEGAS, or (b) terminate
11 this Agreement and all the obligations imposed hereunder,
12 including the obligation of any further payment for the
13 services of the CONSULTANT except for the reasonable
14 value for all work and services performed to the date of
15 termination. The costs and expenses of completing the
16 work of CONSULTANT shall be computed and audited by
17 CITY OF LAS VEGAS' designated representative, whose
18 certification thereof shall be final and binding upon
19 the parties. The audit shall be made in accordance
20 with generally accepted accounting principles and
21 CONSULTANT shall pay all costs of such audit.

- 22 B. In the event CITY OF LAS VEGAS is required to perform
23 or does perform or hires others to perform any work or
24 services because of the default of the CONSULTANT, the
25 cost thereof, plus an additional ten percent (10%) to
26 cover CITY OF LAS VEGAS' overhead expenses, shall be
27 promptly paid by CONSULTANT to CITY OF LAS VEGAS.
- 28 C. It is expressly agreed that CITY OF LAS VEGAS reserves
29 the right to offset any and all claims made by CONSUL-
30 TANT for payment of its fees hereunder or the reimburse-
31 ment of additional costs it incurred, with any claims
32 that CITY OF LAS VEGAS might have against CONSULTANT for

1 failure to comply with any of the terms and conditions
2 of this Agreement.

3 SECTION IV: OWNERSHIP OF DOCUMENTS

4 All plans, drawings, specifications, calculations,
5 reports or other like documents given, prepared or assembled by
6 the CONSULTANT or any subcontractors which are related to the
7 performance of this Agreement are deemed to be the property of
8 the CITY OF LAS VEGAS. In the event of completion or termina-
9 tion of this Agreement, the CITY OF LAS VEGAS reserves the right
10 to require delivery of any and all plans, drawings, specifica-
11 tions, calculations, reports or other like documents not in its
12 possession.

13 SECTION V: INDEMNITY

14 Notwithstanding any of the insurance requirements here-
15 inabove set forth or limits of liability set forth therein,
16 CONSULTANT shall protect, indemnify and hold harmless the CITY
17 OF LAS VEGAS, its officers and employees from any and all claims,
18 damages, losses, expenses, suits, actions, decrees, judgments,
19 attorney fees and court costs which the CITY OF LAS VEGAS, its
20 officers or employees may suffer, or which may be sought against,
21 recovered from or obtainable against the CITY OF LAS VEGAS, its
22 officers or employees as a result of, or by reason of, or arising
23 out of the negligent acts or omissions of the CONSULTANT, its
24 subcontractors or agents or anyone directly or indirectly employed
25 by the subcontractor or agent, in fulfillment or performance of
26 the terms, conditions or covenants of this Agreement.

27 It is expressly agreed that the CONSULTANT shall, at
28 its own cost, defend any and all suits or actions that may be
29 brought against the CITY OF LAS VEGAS, its officers or employees
30 by reason of any negligent act or omission against which the
31 CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the
32 CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have

1 the right to defend same and to charge all direct and incidental
2 costs of such defense to the CONSULTANT, including court costs and
3 counsel fees.

4 SECTION VI: ASSIGNMENT

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

15 SECTION VII: WAIVER

16 No consent or waiver, express or implied, by either
17 party to this Agreement to or of any breach or default by the
18 other in the performance of any obligations hereunder shall be
19 deemed or construed to be a consent or waiver to or of any other
20 breach or default by such party hereunder. Failure on the part of
21 any party hereto to complain of any act or failure to act of the
22 other party or to declare that other party in default hereunder,
23 irrespective of how long such failure continues, shall not con-
24 stitute a waiver of the rights of such party hereunder. Inspec-
25 tion by, payment by, or tentative approval or acceptance by CITY
26 OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any
27 inspection hereunder, shall not constitute a final acceptance of
28 the work or any part thereof and shall not release CONSULTANT of
29 any of its obligations hereunder.

30 SECTION VIII: DESIGNATION OF REPRESENTATIVE

31 The Director of Public Services or his authorized
32 representative is hereby designated as the CITY OF LAS VEGAS'

1 representative with respect to the work to be performed under
2 this Agreement. Said representative shall have complete authority
3 to transmit instructions, receive information, interpret and
4 define CITY OF LAS VEGAS' policies and decisions with respect
5 to the services of the CONSULTANT.

6 SECTION IX: CONSULTANT WARRANTIES

7 CONSULTANT represents and warrants:

- 8 A. That it is financially solvent, able to pay its debts
9 as they mature, and possessed of sufficient working
10 capital to complete this Agreement; that it is able to
11 furnish the plant, tools, materials, supplies, equip-
12 ment and labor, and is experienced in and competent to
13 perform the work contemplated by this Agreement, and
14 that it is qualified to do the work herein and is
15 authorized to do business in the State of Nevada.
16 B. That the CONSULTANT holds a license, permit or other
17 special license to perform the services included in
18 this Agreement, as required by law, or employs or works
19 under the general supervision of the holder of such
20 license, permit or special license.

21 SECTION X: CONSULTANT'S EMPLOYEES

22 The CONSULTANT shall be responsible for maintaining
23 satisfactory standards of employee competency, conduct and inte-
24 grity, and shall be responsible for taking such disciplinary action
25 with respect to its employees as may be necessary. In the event
26 the CONSULTANT fails to remove any employee from the contract
27 work whom the CITY OF LAS VEGAS deems incompetent, careless or
28 insubordinate, or whose continued employment on the work is deemed
29 by the CITY OF LAS VEGAS to be contrary to the public interest,
30 the CITY OF LAS VEGAS reserves the right to require such removal
31 as a condition for the continuation of this Agreement.
32

1 SECTION XI: INDEPENDENT CONTRACTOR

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

7 SECTION XII: APPLICABLE LAW

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

10 SECTION XIII: COMPLIANCE WITH LAWS

11 The CONSULTANT shall in the performance of its obliga-
12 tions hereunder comply with all applicable laws, rules and regula-
13 tions of all governmental authorities having jurisdiction over
14 the performance of this Agreement, including the Federal Occupa-
15 tional Health and Safety Act and all state and federal laws pro-
16 hibiting and/or related to discrimination by reason of race, sex,
17 age, religion or national origin.

18 SECTION XIV: SEVERABILITY

19 In the event that any provision of this Agreement
20 shall be held to be invalid or unenforceable, the remaining pro-
21 visions of this Agreement shall remain valid and binding on the
22 parties hereto.

23 SECTION XV: PROHIBITION AGAINST
24 CONTINGENT FEES

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

1 fee.

2 SECTION XVI: PUBLICITY

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

6 SECTION XVII: ARBITRATION

7 A. All claims, disputes and other matters in question
8 between the parties to this Agreement arising out of or
9 relating to this Agreement or the breach thereof, may,
10 at the option of the aggrieved party, be decided by
11 arbitration in accordance with the Construction Industry
12 Arbitration Rules of the American Arbitration Associa-
13 tion then obtaining unless the parties mutually agree
14 otherwise. No arbitration arising out of or relating
15 to this Agreement shall include, by consolidation,
16 joinder or in any other manner, any additional person
17 not a party to this Agreement except by written consent
18 which contains a specific reference to this Agreement
19 and which is signed by the CITY OF LAS VEGAS. Any con-
20 sent to arbitration involving an additional person or
21 persons shall not constitute consent to arbitration of
22 any dispute not described therein or with any person
23 not named or described therein. This agreement to
24 arbitrate and any agreement to arbitrate with an addi-
25 tional person or persons duly consented to by the CITY
26 OF LAS VEGAS shall be specifically enforceable under
27 the prevailing arbitration law.

28 B. It is further expressly agreed and understood between
29 the parties that in the event the CITY OF LAS VEGAS is
30 named as a party to any arbitration action arising out
31 of, or resulting from, the construction of the Project,
32 the CONSULTANT agrees and irrevocably consents, at the

1 option of the CITY OF LAS VEGAS, to be joined as a
2 party in the arbitration proceeding and to be bound by
3 any decision resulting therefrom and further irrevocably
4 consents to the joinder, in any arbitration to which it
5 is a party, of the contractor with respect to the
6 Project.

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

- 14 C. In order for the CONSULTANT to be able to arbitrate
15 any claim, dispute or other matter in question between
16 the parties, written notice must be given to the CITY
17 OF LAS VEGAS within thirty (30) days after the claim,
18 dispute or other matter arises. In order for the CITY
19 OF LAS VEGAS to be able to arbitrate any claim, dispute
20 or other matter in question between the parties, written
21 notice must be given to the CONSULTANT within sixty (60)
22 days after the claim, dispute or other matter arises.
23 The purpose of such notification is to place the other
24 party on notice so that proper measures can be taken
25 to properly defend against such claim, dispute or other
26 matter, and the failure to give such notice shall pre-
27 clude the party desiring arbitration from subsequently
28 arbitrating that particular claim, dispute or other
29 matter.
- 30 D. The filing of the aforementioned written notice shall
31 preserve that party's right to arbitration, but shall
32 not obligate the party to proceed with arbitration. In

1 the event that either party desires to proceed with the
2 arbitration of any claim, dispute, or other matter with
3 respect to which such notice has been given, a
4 written demand for arbitration shall be filed in writ-
5 ing with the other party and with the American Arbitra-
6 tion Association within sixty (60) days after the filing
7 of the Certificate of Substantial Completion with
8 respect to the Project, and the failure to make such
9 demand shall forever bar such claim, dispute or other
10 matter from being arbitrated.

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

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

22 SECTION XVIII: CONFIDENTIALITY

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

31 SECTION XIX: SITE INSPECTION

32 CONSULTANT represents that it has inspected the location

1 or locations of the Project and all data relating thereto, includ-
2 ing, but not limited to, soil test reports and data, and loca-
3 tion of adjacent structures and utilities, and has satisfied
4 itself as to the condition thereof and that the CONSULTANT
5 compensation as provided for in the Section entitled "Compensa-
6 tion" of the Agreement to which these Supplemental Terms are
7 attached thereto as Exhibit "A", is just and reasonable compensa-
8 tion for performance hereunder, including all foreseen and fore-
9 seeable risks, hazards and difficulties in connection therewith.

10 SECTION XX: SUBCONTRACTS

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

- 14 A. A provision that CONSULTANT agrees to pay the sub-
15 contractor when paid for that portion of the work by
16 the CITY OF LAS VEGAS, that no liability arises on the
17 part of the CONSULTANT to the subcontractor for payment
18 of the subcontracted work until payment has been made
19 by the CITY OF LAS VEGAS, and that if the CITY OF LAS
20 VEGAS has paid the CONSULTANT for said subcontracted
21 work, then the subcontractors only recourse is against
22 the CONSULTANT and not against the CITY OF LAS VEGAS,
23 either through the institution of legal or equitable
24 action or the attachment of any lien;
- 25 B. A provision that the subcontractors have no more rights
26 against the CITY OF LAS VEGAS than that of the CON-
27 SULTANT;
- 28 C. A provision that the subcontractor agrees to be bound
29 by all the terms, conditions and obligations of this
30 Agreement unless the CITY OF LAS VEGAS has approved any
31 deviations, changes or modifications in writing; and
32 D. A provision that the subcontractor will obtain and

1 maintain Professional Liability Insurance (Errors and
2 Omissions Coverage) in connection with the subcontracted
3 work in the amount of ONE MILLION DOLLARS.

4 SECTION XXI: MODIFICATION

5 All modification or amendments to this Agreement are
6 null and void unless reduced to writing and signed by the parties
7 hereto.
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AGENDA DOCUMENTATION

TO:

The City Council

FROM:

DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: DESIGN AND CONSTRUCTION ENGINEERING SERVICES CONTRACT TRICKLING FILTER
RENOVATION PROJECT - WASTEWATER TREATMENT PLANTPURPOSE/BACKGROUND

This agenda item requests the approval of a contract between Culp/Wesner/Culp (CWC) and the City of Las Vegas for CWC to provide engineering services through design and construction to replace the center rotating mechanism equipment of the three trickling filters in Plant No. 2. The equipment to be replaced has been in continuous operation since 1966 and is nearing the end of its useful life. This project is a scheduled maintenance activity which has been approved through the budget process.

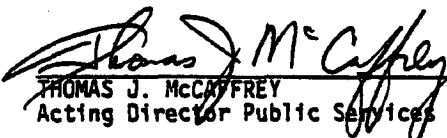
Culp/Wesner/Culp would prepare engineering specifications for the demolition, pre-purchase and installation of the trickling filter equipment. In addition, CWC would provide construction engineering services during the construction phase of the project. Such engineering services would include review of the shop drawings, equipment diagrams, schedules, test results, monthly progress payments, and would include two visits to the construction site to observe the progress and quality of work. The City of Las Vegas would provide on-site daily inspection of the project. The design phase of the project is anticipated to last 30 days and the construction phase six months.

FISCAL IMPACT

The estimated cost of this contract is \$24,000 and was approved as a part of the fiscal year 1985-86 budget.

RECOMMENDATIONS

The Acting Director of Public Services recommends that the City Council authorize the Mayor to execute this agreement on behalf of the City Council.


THOMAS J. MCCAFFREY
Acting Director Public Services

Agenda Item 7/17/85

IV. (g). A.3.

CONSULTANT AGREEMENT

This AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 17th day of July, 1985, by and between the CITY OF LAS VEGAS, a Municipal Corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS") and CLEAN WATER CONSULTANTS dba CULP/WESNER/CULP, a California Corporation (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H

Whereas, the services to be rendered by the CONSULTANT under this AGREEMENT pertain to the renovation of trickling filter distributors at the wastewater treatment plant.

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

SECTION I: ENGINEERING SERVICES

A. Engineering Design

1. Prepare specifications for the prepurchase of trickling filter distribution equipment to replace the existing Plant No. 2 equipment.
2. Prepare drawings and specifications for:
 - a. Demolition of existing trickling filter equipment, and
 - b. The installation of prepurchased trickling filter equipment.
3. Provide the following engineering services during bidding:
 - a. Attend bid opening for equipment prepurchase and attend bid opening for installation contract.

- b. Provide draft addenda prior to bid opening as required, to be issued by CITY OF LAS VEGAS.
 - c. Receive and respond to inquiries by potential bidders. Response to be by addenda only.
 - d. Analyze bid submittals and make recommendations to CITY OF LAS VEGAS for award of contracts.
4. Furnish the CITY OF LAS VEGAS with 25 copies of each set of bidding documents (50 total) for distribution by CITY OF LAS VEGAS.
- B. Engineering Services During Construction
- 1. Attend preconstruction conference.
 - 2. Review shop drawings, equipment diagrams, schedules, test results, and other data which the Contractor submits as required by the contract documents. Furnish the OWNER with two (2) sets of accepted shop drawing records for his files.
 - 3. Work with construction contractor to develop critical path schedule for construction.
 - 4. Review monthly progress payment estimates and submit payment recommendations to the OWNER.
 - 5. Prepare change orders to the contract documents.
 - 6. Be available to the OWNER to answer questions related to the drawings and specifications.
 - 7. During construction, make two (2) visits to the Project to observe the progress and quality of work, advise the OWNER on the work progress and quality, and make recommendations on the acceptability of the work. A second visit shall be a final inspection of the project jointly with representatives of the OWNER and agencies having jurisdiction and submit a written report recommending final settlement of the contract.

SECTION II: RESPONSIBILITIES OF THE CITY OF LAS VEGAS

The CITY OF LAS VEGAS, in addition to any other obligation contained in this

AGREEMENT, agrees to do the following:

- A. Make available, at no cost to the CONSULTANT, all technical data in the possession of the CITY OF LAS VEGAS, including maps, past reports, surveys, borings and other information required by the CONSULTANT and relating to his work.
- B. Arrange and pay for any support data needed but not specifically included in Section I as a service to be provided by the CONSULTANT.

SECTION III: ENGINEERING FEES

- A. The CITY OF LAS VEGAS agrees to pay the CONSULTANT the following lump sum amounts for the services specified in Section I:

<u>Work Item</u>	<u>Amount</u>
Section I.A. Engineering Design	\$14,000
Section I.B. Engineering Services During Construction	\$10,000

- B. Monthly progress payments shall be made based on submittal of invoices by the CONSULTANT which state the percentage of the work accomplished during the preceding month. Payment by the CITY OF LAS VEGAS shall be made monthly within thirty (30) days of receipt of the invoice.

SECTION IV: TIME OF PERFORMANCE

Execution of this AGREEMENT by the CITY OF LAS VEGAS shall constitute authorization as of the date stated in the introduction paragraph of this AGREEMENT to proceed diligently with performance of this work described in this AGREEMENT according to the following schedule:

<u>Item</u>	<u>Completion Date</u>
I.A.1 Prepurchase Documents	30 calendar days from Notice to Proceed
I.A.2 Installation Documents	30 calendar days from award of contract to supplier for prepurchase equipment

The CONSULTANT agrees to provide other services set forth in Sections I.A. and I.B. in a timely manner and according to any deadlines indicated therein.

With respect to any deadlines set forth in this AGREEMENT, the parties agree that time is of the essence.

SECTION V: INSURANCE.

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

1. State Industrial Insurance System Insurance covering its full liability under the State Industrial laws of the State of Nevada as required by the State Industrial Insurance Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
2. Comprehensive General Liability Insurance in the amount of \$500,000 for injury or death to each person, \$1,000,000 for each occurrence and \$500,000 for each claim of property damage with the CITY OF LAS VEGAS named as an additional insured party.
3. Automobile Insurance in the amount of \$500,000 with the CITY OF LAS VEGAS named as an additional insured party.
4. Professional Liability Insurance (Errors and Omissions Coverage) in the amount of One Million Dollars (\$1,000,000) covering the acts, errors or omissions of the CONSULTANT committed during the performance of this AGREEMENT. Said insurance shall be maintained in force and effect during the construction of the Project and for two (2) years after the completed Project is accepted by the CITY OF LAS VEGAS. A provision shall be included in said coverage subjecting the carrier to any decision or judgment relative to negligence on the part of the CONSULTANT rendered pursuant to, or in accordance with, the arbitration provisions of Section XVII of the Supplemental Terms, Exhibit "A".

B. Prior to the commencement of this AGREEMENT and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required

hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.

- C. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not be made until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this AGREEMENT, or to require that the CONSULTANT obtain substitute insurance.

SECTION VI: NOTICES

Any notice required under this AGREEMENT shall be sent to the following addresses:

CITY OF LAS VEGAS:	CITY OF LAS VEGAS
	Director of Public Services
	400 East Stewart Avenue
	Las Vegas, NV 89101

CONSULTANT:	Russell L. Culp
	CULP/WESNER/CULP
	3461 Robin Lane
	P.O. Box 518
	Cameron Park, CA 95682

SECTION VII: ENTIRE AGREEMENT

Sections I through VII and the Supplemental Terms, Exhibit "A," constitute the entire AGREEMENT between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such AGREEMENT documents are hereby cancelled.

In WITNESS WHEREOF, this AGREEMENT is hereby executed as of the date first above
set forth.

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation,

ATTEST:

By William H. Briare
WILLIAM H. BRIARE, Mayor

Carol A. Hawley
City Clerk

CLEAN WATER CONSULTANTS, dba
CULP/WESNER/CULP

ATTEST:

Patricia J. Wakefield

By Russell H. Culp
Vice - President

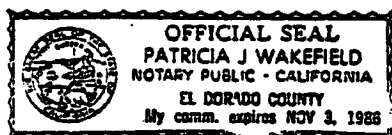


EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

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

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

SECTION III: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called

"Events of Default");

1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work

1 by such means as CITY OF LAS VEGAS may see fit, deduct-
2 ing from any balance due CONSULTANT the cost of finish-
3 ing the work if the CITY OF LAS VEGAS cannot complete
4 the performance of this Agreement with the remaining
5 funds originally set aside and budgeted for this pro-
6 ject and paying the excess, if any, to CONSULTANT and in
7 the event the cost of finishing CONSULTANT's work exceeds
8 the balance due CONSULTANT, such excess shall be paid
9 by CONSULTANT to CITY OF LAS VEGAS within five (5)
10 days of invoicing by CITY OF LAS VEGAS, or (b) terminate
11 this Agreement and all the obligations imposed hereunder,
12 including the obligation of any further payment for the
13 services of the CONSULTANT except for the reasonable
14 value for all work and services performed to the date of
15 termination. The costs and expenses of completing the
16 work of CONSULTANT shall be computed and audited by
17 CITY OF LAS VEGAS' designated representative, whose
18 certification thereof shall be final and binding upon
19 the parties. The audit shall be made in accordance
20 with generally accepted accounting principles and
21 CONSULTANT shall pay all costs of such audit.

- 22 B. In the event CITY OF LAS VEGAS is required to perform
23 or does perform or hires others to perform any work or
24 services because of the default of the CONSULTANT, the
25 cost thereof, plus an additional ten percent (10%) to
26 cover CITY OF LAS VEGAS' overhead expenses, shall be
27 promptly paid by CONSULTANT to CITY OF LAS VEGAS.
- 28 C. It is expressly agreed that CITY OF LAS VEGAS reserves
29 the right to offset any and all claims made by CONSUL-
30 TANT for payment of its fees hereunder or the reimburse-
31 ment of additional costs it incurred, with any claims
32 that CITY OF LAS VEGAS might have against CONSULTANT for

1 failure to comply with any of the terms and conditions
2 of this Agreement.

3 SECTION IV: OWNERSHIP OF DOCUMENTS

4 All plans, drawings, specifications, calculations,
5 reports or other like documents given, prepared or assembled by
6 the CONSULTANT or any subcontractors which are related to the
7 performance of this Agreement are deemed to be the property of
8 the CITY OF LAS VEGAS. In the event of completion or termina-
9 tion of this Agreement, the CITY OF LAS VEGAS reserves the right
10 to require delivery of any and all plans, drawings, specifica-
11 tions, calculations, reports or other like documents not in its
12 possession.

13 SECTION V: INDEMNITY

14 Notwithstanding any of the insurance requirements here-
15 inabove set forth or limits of liability set forth therein,
16 CONSULTANT shall protect, indemnify and hold harmless the CITY
17 OF LAS VEGAS, its officers and employees from any and all claims,
18 damages, losses, expenses, suits, actions, decrees, judgments,
19 attorney fees and court costs which the CITY OF LAS VEGAS, its
20 officers or employees may suffer, or which may be sought against,
21 recovered from or obtainable against the CITY OF LAS VEGAS, its
22 officers or employees as a result of, or by reason of, or arising
23 out of the negligent acts or omissions of the CONSULTANT, its
24 subcontractors or agents or anyone directly or indirectly employed
25 by the subcontractor or agent, in fulfillment or performance of
26 the terms, conditions or covenants of this Agreement.

27 It is expressly agreed that the CONSULTANT shall, at
28 its own cost, defend any and all suits or actions that may be
29 brought against the CITY OF LAS VEGAS, its officers or employees
30 by reason of any negligent act or omission against which the
31 CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the
32 CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have

1 the right to defend same and to charge all direct and incidental
2 costs of such defense to the CONSULTANT, including court costs and
3 counsel fees.

4 SECTION VI: ASSIGNMENT

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

15 SECTION VII: WAIVER

16 No consent or waiver, express or implied, by either
17 party to this Agreement to or of any breach or default by the
18 other in the performance of any obligations hereunder shall be
19 deemed or construed to be a consent or waiver to or of any other
20 breach or default by such party hereunder. Failure on the part of
21 any party hereto to complain of any act or failure to act of the
22 other party or to declare that other party in default hereunder,
23 irrespective of how long such failure continues, shall not con-
24 stitute a waiver of the rights of such party hereunder. Inspec-
25 tion by, payment by, or tentative approval or acceptance by CITY
26 OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any
27 inspection hereunder, shall not constitute a final acceptance of
28 the work or any part thereof and shall not release CONSULTANT of
29 any of its obligations hereunder.

30 SECTION VIII: DESIGNATION OF REPRESENTATIVE

31 The Director of Public Services or his authorized
32 representative is hereby designated as the CITY OF LAS VEGAS'

1 representative with respect to the work to be performed under
2 this Agreement. Said representative shall have complete authority
3 to transmit instructions, receive information, interpret and
4 define CITY OF LAS VEGAS' policies and decisions with respect
5 to the services of the CONSULTANT.

6 SECTION IX: CONSULTANT WARRANTIES

7 CONSULTANT represents and warrants:

- 8 A. That it is financially solvent, able to pay its debts
9 as they mature, and possessed of sufficient working
10 capital to complete this Agreement; that it is able to
11 furnish the plant, tools, materials, supplies, equip-
12 ment and labor, and is experienced in and competent to
13 perform the work contemplated by this Agreement, and
14 that it is qualified to do the work herein and is
15 authorized to do business in the State of Nevada.
- 16 B. That the CONSULTANT holds a license, permit or other
17 special license to perform the services included in
18 this Agreement, as required by law, or employs or works
19 under the general supervision of the holder of such
20 license, permit or special license.

21 SECTION X: CONSULTANT'S EMPLOYEES

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

32

1 SECTION XI: INDEPENDENT CONTRACTOR

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

7 SECTION XII: APPLICABLE LAW

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

10 SECTION XIII: COMPLIANCE WITH LAWS

11 The CONSULTANT shall in the performance of its obliga-
12 tions hereunder comply with all applicable laws, rules and regula-
13 tions of all governmental authorities having jurisdiction over
14 the performance of this Agreement, including the Federal Occupa-
15 tional Health and Safety Act and all state and federal laws pro-
16 hibiting and/or related to discrimination by reason of race, sex,
17 age, religion or national origin.

18 SECTION XIV: SEVERABILITY

19 In the event that any provision of this Agreement
20 shall be held to be invalid or unenforceable, the remaining pro-
21 visions of this Agreement shall remain valid and binding on the
22 parties hereto.

23 SECTION XV: PROHIBITION AGAINST
24 CONTINGENT FEES

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

1 fee.

2 SECTION XVI: PUBLICITY

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

6 SECTION XVII: ARBITRATION

7 A. All claims, disputes and other matters in question
8 between the parties to this Agreement arising out of or
9 relating to this Agreement or the breach thereof, may,
10 at the option of the aggrieved party, be decided by
11 arbitration in accordance with the Construction Industry
12 Arbitration Rules of the American Arbitration Associa-
13 tion then obtaining unless the parties mutually agree
14 otherwise. No arbitration arising out of or relating
15 to this Agreement shall include, by consolidation,
16 joinder or in any other manner, any additional person
17 not a party to this Agreement except by written consent
18 which contains a specific reference to this Agreement
19 and which is signed by the CITY OF LAS VEGAS. Any con-
20 sent to arbitration involving an additional person or
21 persons shall not constitute consent to arbitration of
22 any dispute not described therein or with any person
23 not named or described therein. This agreement to
24 arbitrate and any agreement to arbitrate with an addi-
25 tional person or persons duly consented to by the CITY
26 OF LAS VEGAS shall be specifically enforceable under
27 the prevailing arbitration law.

28 B. It is further expressly agreed and understood between
29 the parties that in the event the CITY OF LAS VEGAS is
30 named as a party to any arbitration action arising out
31 of, or resulting from, the construction of the Project,
32 the CONSULTANT agrees and irrevocably consents, at the

1 option of the CITY OF LAS VEGAS, to be joined as a
2 party in the arbitration proceeding and to be bound by
3 any decision resulting therefrom and further irrevocably
4 consents to the joinder, in any arbitration to which it
5 is a party, of the contractor with respect to the
6 Project.

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

14 C. In order for the CONSULTANT to be able to arbitrate
15 any claim, dispute or other matter in question between
16 the parties, written notice must be given to the CITY
17 OF LAS VEGAS within thirty (30) days after the claim,
18 dispute or other matter arises. In order for the CITY
19 OF LAS VEGAS to be able to arbitrate any claim, dispute
20 or other matter in question between the parties, written
21 notice must be given to the CONSULTANT within sixty (60)
22 days after the claim, dispute or other matter arises.
23 The purpose of such notification is to place the other
24 party on notice so that proper measures can be taken
25 to properly defend against such claim, dispute or other
26 matter, and the failure to give such notice shall pre-
27 clude the party desiring arbitration from subsequently
28 arbitrating that particular claim, dispute or other
29 matter.

30 D. The filing of the aforementioned written notice shall
31 preserve that party's right to arbitration, but shall
32 not obligate the party to proceed with arbitration. In

1 the event that either party desires to proceed with the
2 arbitration of any claim, dispute, or other matter with
3 respect to which such notice has been given, a
4 written demand for arbitration shall be filed in writ-
5 ing with the other party and with the American Arbitra-
6 tion Association within sixty (60) days after the filing
7 of the Certificate of Substantial Completion with
8 respect to the Project, and the failure to make such
9 demand shall forever bar such claim, dispute or other
10 matter from being arbitrated.

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

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

22 SECTION XVIII: CONFIDENTIALITY

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

31 SECTION XIX: SITE INSPECTION

32 CONSULTANT represents that it has inspected the location

1 or locations of the Project and all data relating thereto, includ-
2 ing, but not limited to, soil test reports and data, and loca-
3 tion of adjacent structures and utilities, and has satisfied
4 itself as to the condition thereof and that the CONSULTANT
5 compensation as provided for in the Section entitled "Compensa-
6 tion" of the Agreement to which these Supplemental Terms are
7 attached thereto as Exhibit "A", is just and reasonable compensa-
8 tion for performance hereunder, including all foreseen and fore-
9 seeable risks, hazards and difficulties in connection therewith.

10 SECTION XX: SUBCONTRACTS

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

- 14 A. A provision that CONSULTANT agrees to pay the sub-
15 contractor when paid for that portion of the work by
16 the CITY OF LAS VEGAS, that no liability arises on the
17 part of the CONSULTANT to the subcontractor for payment
18 of the subcontracted work until payment has been made
19 by the CITY OF LAS VEGAS, and that if the CITY OF LAS
20 VEGAS has paid the CONSULTANT for said subcontracted
21 work, then the subcontractors only recourse is against
22 the CONSULTANT and not against the CITY OF LAS VEGAS,
23 either through the institution of legal or equitable
24 action or the attachment of any lien;
- 25 B. A provision that the subcontractors have no more rights
26 against the CITY OF LAS VEGAS than that of the CON-
27 SULTANT;
- 28 C. A provision that the subcontractor agrees to be bound
29 by all the terms, conditions and obligations of this
30 Agreement unless the CITY OF LAS VEGAS has approved any
31 deviations, changes or modifications in writing; and
32 D. A provision that the subcontractor will obtain and

1 maintain Professional Liability Insurance (Errors and
2 Omissions Coverage) in connection with the subcontracted
3 work in the amount of ONE MILLION DOLLARS.

4 SECTION XXI: MODIFICATION

5 All modification or amendments to this Agreement are
6 null and void unless reduced to writing and signed by the parties
7 hereto.

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CONSULTANT AGREEMENT

This AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 17th day of July, 1985, by and between the CITY OF LAS VEGAS, a Municipal Corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS") and CLEAN WATER CONSULTANTS dba CULP/WESNER/CULP, a California Corporation (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H

Whereas, the services to be rendered by the CONSULTANT under this AGREEMENT pertain to the construction of certain improvements to the digester gas system at the wastewater treatment plant as described in plans and specifications previously provided to the CITY OF LAS VEGAS by the CONSULTANT, entitled "Wastewater Treatment Plant Maintenance Program, Digester Gas System Improvements and Purchase Digester Mixers."

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

SECTION I: ENGINEERING SERVICES

A. Basic Engineering Services During Construction

1. Conduct preconstruction conference.
2. Review shop drawings, equipment diagrams, schedules, test results, and other data which the Contractor submits as required by the plans and

specifications. Furnish the CITY OF LAS VEGAS with two (2) sets of accepted shop drawing records for their files.

3. Review monthly progress payment estimates and submit payment recommendations to the CITY OF LAS VEGAS.
4. Prepare change orders to the contract documents.
5. Be available to the CITY OF LAS VEGAS to answer questions related to the drawings and specifications.
6. During construction, make monthly visits to the Project to observe the progress and quality of the work, advise the CITY OF LAS VEGAS on the work progress and quality, and make recommendations on the acceptability of the work. Make a final inspection of the project jointly with representatives of the CITY OF LAS VEGAS and agencies having jurisdiction and submit a written report recommending final settlement of the contract. During visits to the project, conduct meetings with the CITY OF LAS VEGAS and their designated agents, equipment suppliers and construction contractor to review performance and progress.

B. Special Services During Construction

1. Project Schedule Monitoring
 - a. Work with construction contractor to develop critical path schedule for construction.
 - b. Assist the CITY OF LAS VEGAS to enter construction contractor schedule into the CITY OF LAS VEGAS' computer system.
 - c. During construction, monitor schedule to determine construction contractor compliance.
 - d. Review monthly updates and changes to construction schedule.
2. Geotechnical Services
 - a. Perform the material testing indicated in the plans and specifications to be done by the CITY OF LAS VEGAS in the number and frequency indicated therein.

C. Additional Site Visits

1. In addition to the monthly visits described in Section I.A.6., provide site visits, of the length of time indicated below, for the purpose of determining that the following items of the project are constructed in compliance with the plans and specifications.

<u>Construction Item</u>	<u>Time allowed, on-site working hours</u>
a. Drawdown Digester No. 1	10
b. Complete reinforcing steel installation, Digester No. 6	10
c. Concrete placement, Digester No. 6	40
d. Mixer startup, Digester No. 6	10
e. Electrical and Instrumentation Installation	10

SECTION II: RESPONSIBILITIES OF THE CITY OF LAS VEGAS

The CITY OF LAS VEGAS, in addition to any other obligation contained in this AGREEMENT, agrees to do the following:

- A. Make available, at no cost to the CONSULTANT, all technical data in the possession of the CITY OF LAS VEGAS, including maps, past reports, surveys, borings and other information required by the CONSULTANT and relating to his work.
- B. Arrange and pay for any support data needed but not specifically included in Section I as a service to be provided by the CONSULTANT.

SECTION III: ENGINEERING FEES

- A. Definitions: For purposes of this AGREEMENT, the following terms are defined as follows:

1. "Salary Expenses" are the salaries, including overtime pay, paid by the CONSULTANT to those employees utilized in the performance of this AGREEMENT. Estimated hourly salaries are contained in Form 5700, Exhibit "B", attached hereto and incorporated herein by this reference as part of this AGREEMENT.
 2. "Business Overhead Costs" are those costs audited and certified by the United States Environmental Protection Agency (EPA) as actual overhead costs of the CONSULTANT. A copy of the current overhead costs certified by the EPA shall be provided to the CITY OF LAS VEGAS upon request. For purposes of this AGREEMENT, these costs shall be determined by multiplying the Salary Expenses incurred by the CONSULTANT times the multiplier provided under Subsection B of this Section.
 3. "Direct Non-Salary Expenses" are defined on Page 32 of the 1981 Edition of Manual 45 of the American Society of Civil Engineers, Exhibit "C", attached hereto and incorporated herein by this reference as a part of this AGREEMENT.
- B. Compensation Formula: As consideration for the engineering services required under Section I, the CITY OF LAS VEGAS agrees (i) to reimburse the CONSULTANT for its Performance Costs incurred during the performance of this AGREEMENT, and (ii) to pay the Fixed Fee provided below. The Performance Costs which are to be reimbursed by the CITY OF LAS VEGAS include the (i) Salary Expenses, (ii) Business Overhead Costs which are to be determined by multiplying the Salary Expenses times a multiplier of 1.237, and (iii) Direct Non-Salary Expenses.
- C. Compensation Amounts and Limitations:
1. The Performance Costs to be reimbursed, and the Fixed Fee to be paid to the CONSULTANT shall not exceed the amounts set forth below unless specifically authorized in writing by the CITY OF LAS VEGAS:
 - a. Performance Cost Limit: \$38,463.82
 - b. Fixed Fee Limit: \$ 4,904.57
 - c. Total Payment Limit: \$43,368.39

2. The CONSULTANT agrees to complete the performance of this AGREEMENT despite having reached the total payment limits set forth above (Item c). It is understood and agreed by the parties hereto that the Fixed Fee (Item b) is an amount guaranteed to the CONSULTANT for the performance of this AGREEMENT, but that the Performance Cost limits (Item a) may, or may not, be reached by the CONSULTANT.
3. Although the CITY OF LAS VEGAS may authorize and consent to a higher Performance Cost limit (Item a) for any of the contract sections set forth above, it is agreed by the parties that any upward adjustments in said limit shall not be accompanied by, or result in, adjustments to the corresponding Fixed Fee limit (Item b) unless there is a change in the scope of the services required under this AGREEMENT or a change in the duration of the Project from that estimated in Section IV.
4. It is further agreed that the above payments for services have been arrived at after meaningful negotiations between the CITY OF LAS VEGAS and the CONSULTANT in conformance with 40 CFR Part 35 and that the CONSULTANT shall maintain financial records in accordance with the EPA grant program regulations in effect at the time of execution of this AGREEMENT.

- D. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of the compensation provided herein, shall submit on a monthly basis invoices for the services performed the preceding month. The invoice shall request payment only for that portion of the Salary Expenses, Direct Non-Salary Expenses and Business Overhead Costs as was actually incurred by the CONSULTANT for the preceding month, and for that portion of the Fixed Fee (Item b) determined by estimating the percentage of work completed each month.

Payment by the CITY OF LAS VEGAS shall be made on or within thirty (30) days from the receipt of an invoice which itemizes the hours worked, expenses incurred, and the portion of Fixed Fee earned during the preceding month.

SECTION IV: TIME OF PERFORMANCE

The time of performance of this AGREEMENT shall commence upon Notice to Proceed by the CITY OF LAS VEGAS to the CONSULTANT concurrent with that given to the construction contractor for that work described in the plans and specifications. The time of performance of this AGREEMENT shall be the length of time required for the construction contractor to complete the work described in the plans and specifications, and is estimated to be 480 calendar days. It is understood by the CITY OF LAS VEGAS that the estimated time duration of the project for the services agreed to herein is based on the time for completion of the project by the construction contractor and as such is beyond the control of the CONSULTANT. A difference between the estimated and actual duration of the project construction will be cause for adjustment of the Compensation Amounts and Limits agreed to herein.

With respect to any deadlines set forth in this AGREEMENT, the parties agree that time is of the essence.

SECTION V: INSURANCE

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

1. State Industrial Insurance System Insurance covering its full liability under the State Industrial laws of the State of Nevada as required by the State Industrial Insurance Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
2. Comprehensive General Liability Insurance in the amount of \$500,000 for injury or death to each person, \$1,000,000 for each occurrence and \$500,000 for each claim of property damage with the CITY OF LAS VEGAS named as an additional insured party.

3. Automobile Insurance in the amount of \$500,000 with the CITY OF LAS VEGAS named as an additional insured party.
 4. Professional Liability Insurance (Errors and Omissions Coverage) in the amount of One Million Dollars (\$1,000,000) covering the acts, errors or omissions of the CONSULTANT committed during the performance of this AGREEMENT. Said insurance shall be maintained in force and effect during the construction of the Project and for two (2) years after the completed Project is accepted by the CITY OF LAS VEGAS. A provision shall be included in said coverage subjecting the carrier to any decision or judgment relative to negligence on the part of the CONSULTANT rendered pursuant to, or in accordance with, the arbitration provisions of Section XVII of the Supplemental Terms, Exhibit "A".
- B. Prior to the commencement of this AGREEMENT and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.
- C. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not be made until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this AGREEMENT, or to require that the CONSULTANT obtain substitute insurance.

SECTION VI: NOTICES

Any notice required under this AGREEMENT shall be sent to the following addresses:

CITY OF LAS VEGAS:

CITY OF LAS VEGAS

Director of Public Services

400 East Stewart Avenue

Las Vegas, NV 89101

CONSULTANT:

Russell L. Culp

CULP/WESNER/CULP

3461 Robin Lane

P.O. Box 518

Cameron Park, CA 95682

SECTION VII: ENTIRE AGREEMENT

Sections I through VII and the Supplemental Terms, Exhibit "A," constitute the entire AGREEMENT between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such AGREEMENT documents are hereby cancelled.

In WITNESS WHEREOF, this AGREEMENT is hereby executed as of the date first above set forth.

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation,

ATTEST:

Carol A. Hawley
City Clerk

By William H. Briare
WILLIAM H. BRIARE, Mayor
ATTESTED 8/1/85

CLEAN WATER CONSULTANTS, dba
CULP/WESNER/CULP

ATTEST:
Russell L. Culp

By Russell L. Culp

SPECIAL MEETING - JULY 29, 1985

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS

(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE
CITY OF LAS VEGAS

2. GRANT NUMBER

3. NAME OF CONTRACTOR OR SUBCONTRACTOR
CULP/WESNER/CULP4. DATE OF PROPOSAL
May 6, 1985

5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code)

3461 Robin Lane
P.O. Box 518
Cameron Park, CA 95682.6. TYPE OF SERVICE TO BE FURNISHED
Engineering Services During
Construction

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	74	\$ 35.00	\$ 2,590	
Senior Engineer	446	22.00	9,812	
Craftsman	60	10.00	600	
Clerical	138	9.00	1,242	
DIRECT LABOR TOTAL:				\$ 14,244.00
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	* BASE *	ESTIMATED COST	
	123.7%	\$ 14,244	\$ 17,619.82	
INDIRECT COSTS TOTAL:				\$ 17,619.82
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$	
(2) PER DIEM			\$	
TRAVEL SUBTOTAL:			\$ 3,600	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
Miscellaneous		\$	\$ 500	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
J.H. Kleinfelder			\$ 2,500	
SUBCONTRACTS SUBTOTAL:			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
e. OTHER DIRECT COSTS TOTAL:				\$ 6,600.00
10. TOTAL ESTIMATED COST				\$ 38,463.82
11. PROFIT (15% of items 7 & 8, 5% of item 9)				\$ 4,904.57
12. TOTAL PRICE				\$ 43,368.39

AGENDA

City of Las Vegas

July 17, 1985

Page 20

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

ITEM

Council Action

Department Action

IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENT

THOMAS B. GRAHAM, AICP, RLA, DIRECTOR

*CONSENT AGENDA

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

*A. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Right of Way Grant for Drainage and Sewer Purposes

From:

Elsie A. Brodtkin,
Trustee of the Michael
F. Brodtkin Testamen-
tary Trust

To:

For:

City of Las Vegas
East 20.00 feet and
the North 20.00 feet
of the North Half
(N-1/2) of the East
Half (E-1/2) of the
Northeast Quarter
(NE-1/4) of the North-
east Quarter (NE-1/4)
of Sec. 12, T20S,
R60E, M.D.M. for
sewer easement on
Alexander Road and
Decatur Blvd. for the
Northwest Decatur
Sewer Interceptor
(6/28/85) (Map
attached)

Lurie -
APPROVED Items A &
B. as recommended.
Motion carried with
Levy abstaining on
Item A.

Staff to proceed

APPROVED AGENDA ITEM



N2 NE4 SEC.12 T-20S R-60E

2A-10

CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND
JULY 29, 1985

SPECIAL MEETING - JULY 29, 1985

0 125

Alexander Rd.

Decatur Blvd.

2A
12

2586 33

646 52

R20

12 164 AC.

SHADOW ACRES
UNIT 3

SEE 02A-103

4.49 AC

SHADOW ACRES UNIT 2

SEE: 02A-102
2.75 AC.

SHADOW ACRES
UNIT 1

199.32 SEE: 02A-10-1

47 AC
199.45
47 AC
47 AC
199.32

10001
28.60 AC
10001

219.32
1770
17
1.55 AC
221.14

18
77 AC
30

3

10 AC

E. Brodwin Property

4

10 AC

1
40 AC

1A
57

LVC-200

AGENDA

City of Las Vegas

July 17, 1985

Page 21

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

ITEM

Council Action

Department Action

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

B. APPROVAL OF TRAFFIC AND PARKING ITEMS

1. Driveway variance at 905 Mohawk Street.

2. Driveway variance at 909 Mohawk Street.

3. Driveway variance at 913 Mohawk Street.

4. Installation of a yield sign on Madeline Drive at Coran Lane.

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

5. Thirty (30) minute time limited parking zone on St. Louis Avenue at Atlantic Street.

Lurie -
APPROVED Items A &
B. as recommended.
Motion carried with
Levy abstaining on
Item A.

Staff to proceed

C. REPORTS/ACTION

1. Proposed billing rate adjustment for John M. Tettemer & Associates.

Lurie -
APPROVED as recommended Items 1, 2 and 3.
Motion carried with
Levy abstaining on
Item 3.

Staff to proceed

2. Relocation of 10 inch gas main obstructing sewer main construction at Boulder Highway and Sahara Avenue.

Lurie -
APPROVED as recommended Items 1, 2 and 3.
Motion carried with
Levy abstaining on
Item 3.

Staff to proceed

APPROVED AGENDA ITEM



NOTE: Verbatim transcript made part of Final Minutes.

Date: July 5, 1985

AGENDA DOCUMENTATION

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DRIVEWAY VARIANCE AT 905 MOHAWK STREET

PURPOSE/BACKGROUND

The City of Las Vegas will be paving and constructing curb and gutter on Mohawk Street from Cory Place to Padua Avenue. At 905 Mohawk Street the existing driveway is not constructed in compliance with City Code.

At 905 Mohawk Street, there is an eighteen foot (18') driveway constructed two feet (2') from the property line. City Code requires that a driveway be constructed six feet (6') from the property line and be a maximum of eighteen feet (18') wide.

The existing driveway at 905 Mohawk Street is very long and constructing the depressed portion of the curb in conformance with City Code would not be detrimental to the use of the driveway.

FISCAL IMPACT

There will be no fiscal impact.

RECOMMENDATIONS

The Traffic and Parking Commission recommends that a variance be granted to leave the driveway in place two feet (2') from the property line and construct the depressed portion of the curb six feet (6') feet from the property line with a fourteen foot (14') opening.

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

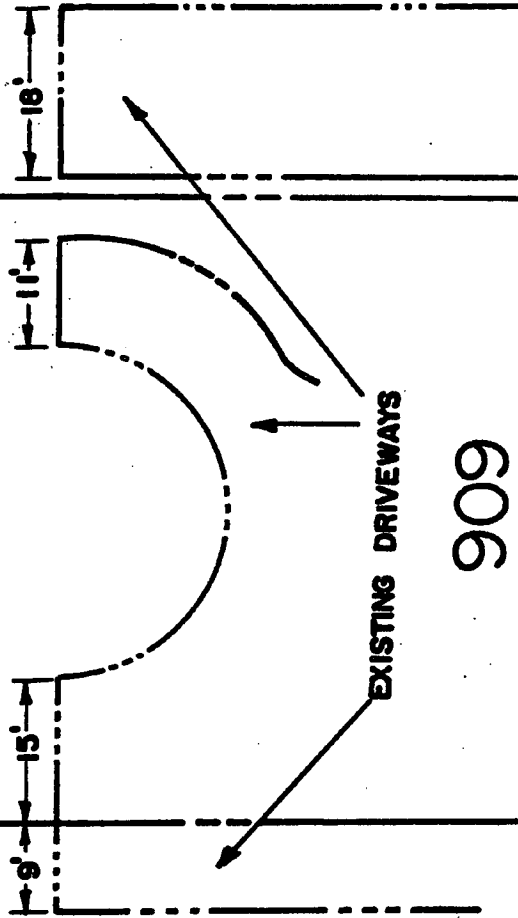
Agenda Item 7/17/85

IV(h) B. 1.

MOHAWK STREET

PROPOSED DRIVEWAYS

25' 12' 12' 14' 4' 6'



Date: July 5, 1985

AGENDA DOCUMENTATION

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DRIVEWAY VARIANCE AT 909 MOHAWK STREET

PURPOSE/BACKGROUND

The City of Las Vegas will be paving and constructing curb and gutter on Mohawk Street from Cory Place to Padua Avenue. At 909 Mohawk Street the existing driveways are not constructed in compliance with City Code.

At 909 Mohawk Street, there is an existing circle drive which, at the south property line, is part of a joint driveway with 913 Mohawk Street. On the north property line, the drive is eleven feet (11') wide constructed four feet (4') from the property line. There is thirty-five feet (35') separating the two (2) driveways. City Code requires that a residential property be sixty (60') wide or less to have a joint driveway allowed and that it be a minimum of twenty-five feet (25') wide. City Code also requires that a driveway be constructed six feet (6') from the property line and be a minimum of twelve feet (12') wide.

Both lots exceed sixty feet (60') in width, therefore a joint drive would not normally be allowed. The construction of the curb as described in the recommendations below will not restrict the use of the driveways.

FISCAL IMPACT

There will be no fiscal impact.

RECOMMENDATIONS

The Traffic and Parking Commission recommends that a variance be granted to leave the circle drive in place, to allow a joint driveway with 913 Mohawk St., and to allow the north end of the circle drive to be eleven feet (11') wide four feet (4') from the property line. The depressed portion of the curb at the joint driveway at the south property line shall be twenty-five feet (25') wide with twelve feet (12') south of the property line and thirteen feet (13') north of the property line. At the north end of the circle drive, the depressed portion of the curb shall be constructed twelve feet (12') wide four feet (4') from the north property line.

Agenda Item 7/17/85

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

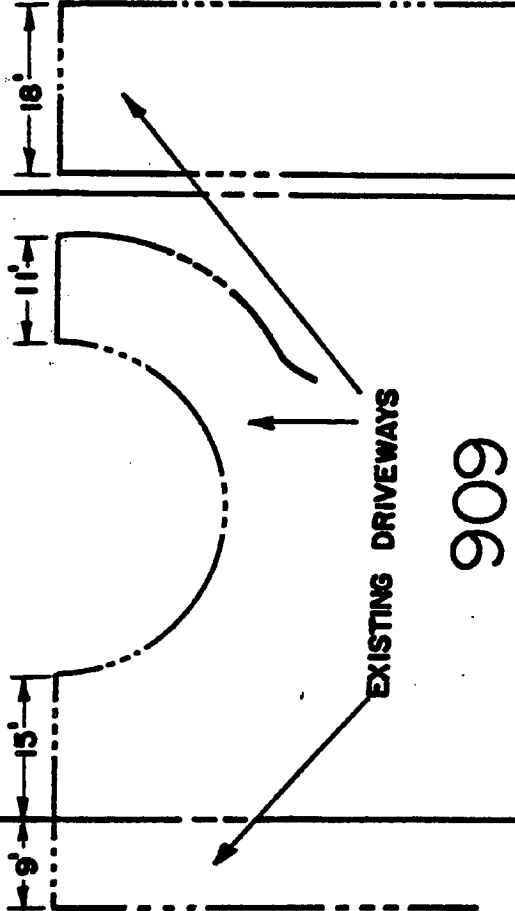
IV (h). B. 2.

0130

MOHAWK STREET

PROPOSED DRIVEWAYS

25' 12' 13' 12' 14' 4' 6'



EXISTING DRIVEWAYS

905

909

913



SCALE: 1" = 20'

Date: July 5, 1985

AGENDA DOCUMENTATION

TO:

The City Council

FROM:

DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: DRIVEWAY VARIANCE AT 913 MOHAWK STREET

PURPOSE/BACKGROUND

The City of Las Vegas will be paving and constructing curb and gutter on Mohawk Street, from Cory Place to Padua Avenue. At 913 Mohawk Street the existing driveway is not constructed in compliance with City Code.

At 913 Mohawk Street, there is an existing joint driveway with 909 Mohawk Street. The portion of the joint driveway on the 913 Mohawk Street side of the property line is nine feet (9') wide. City Code requires that a residential property be six feet (6') wide or less to have a joint driveway allowed and that it be a minimum of twelve feet (12') wide.

Both lots exceed sixty feet (60') in width, therefore a joint drive would not normally be allowed. The construction of the curb as described in the recommendations below will not restrict the use of the driveways.

FISCAL IMPACT

There will be no fiscal impact.

RECOMMENDATIONS

The Traffic and Parking Commission recommends that a variance be granted to allow a nine foot (9') joint driveway with 909 Mohawk Street. The depressed portion of the curb shall be twenty-five feet (25') wide with twelve feet (12') south of the property line and thirteen feet (13') north of the property line.

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

Agenda Item 7/17/85

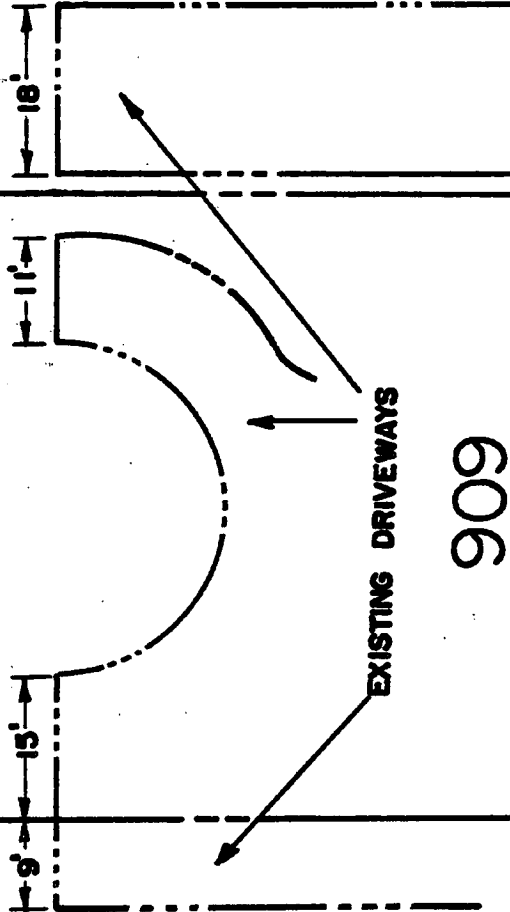
IV (h). B. 3.

0132

MOHAWK STREET

PROPOSED DRIVEWAYS

12' 25' 12' 13' 4' 6' 14'



EXISTING DRIVEWAYS

905

909

913



SCALE: 1" = 20'

Date: July 2, 1985

AGENDA DOCUMENTATION

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: INSTALLATION OF A YIELD SIGN ON MADELINE DRIVE AT CORAN LANE

PURPOSE/BACKGROUND

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

This is an uncontrolled intersection in a residential area located in the northwest portion of the City. The results of the intersection study indicated that a yield sign is warranted to control the Madeline Drive approaches to Coran Lane.

FISCAL IMPACT

City of Las Vegas personnel will install the yield signs. Funds are available in the F/Y 1985-86 budget.

RECOMMENDATIONS

The Traffic and Parking Commission recommends that yield signs be installed to control the Madeline Drive approaches to Coran Lane.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, RL, DIRECTOR
DEPARTMENT OF DESIGN & DEVELOPMENT

Agenda Item 7/17/85

IV (h) B. 4.

AGENDA DOCUMENTATION

Date: July 2, 1985

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: THIRTY (30) MINUTE TIME LIMITED PARKING ZONE ON
ST. LOUIS AVENUE AT ATLANTIC STREET

PURPOSE/BACKGROUND

The Metropolitan Police Department has requested a thirty (30) minute time limited parking zone be established on St. Louis Avenue in front of the Metro substation, located at the intersection of St. Louis Avenue and Atlantic Street. The establishment of a thirty (30) minute time limited parking zone will increase parking turnover and increase the opportunity for the public to have parking available.

FISCAL IMPACT

City of Las Vegas personnel will install the no parking signs and paint curb. Funds are available in the F/Y 1985-86 budget.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of a thirty (30) minute time limited parking zone on St. Louis Avenue in front of the Metro substation, located at the intersection of St. Louis Avenue and Atlantic Street, and that the City Council authorize the Mayor to sign the Resolution. Staff concurs.

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

Agenda Item 7/17/85

IV (h). B. 5:

R E S O L U T I O N

WHEREAS, Ordinance 1589 allows for the additions and corrections of schedules pertaining to TITLE XI of the City Code to be done by Resolution; and

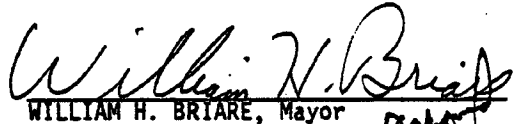
WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the Traffic Engineer that the following additions and corrections be made in said schedules; and

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

Schedule 17-VI be amended to include the following parking time limited on certain streets:

Location	Zone	From	To	Side
St. Louis Avenue	30 min.	Atlantic Avenue	180' east	south

PASSED, ADOPTED AND APPROVED THIS 17th day of July, 1985.


WILLIAM H. BRIARE, Mayor

ATTEST:


CAROL ANN HAWLEY, City Clerk

Date: July 5, 1985

AGENDA DOCUMENTATION

TO:
The City Council

FROM:
DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: PROPOSED BILLING RATE ADJUSTMENT FOR JOHN M. TETTEMER & ASSOCIATES

PURPOSE/BACKGROUND

The engineering firm of John M. Tettemer & Associates is requesting an increase in billing rates over those established in their September, 1981 agreement with the City. The billing rates have remained unchanged since 1981, however, the costs for employee salaries, fringe benefits, errors and omissions insurance, etc. have increased. The Consumer Price Index for the period from September, 1981 through April, 1985 is 14.6%. The average billing rate increase proposed by John M. Tettemer & Associates is 15.5%.

The amount of work remaining on the September, 1981 contract is the amount required to finalize the City's Master Plan of Drainage and Drainage Manual.

A schedule showing the existing billing rates and proposed billing rates is as follows:

<u>Employee</u>	<u>Present Billing Rates</u>	<u>New Billing Rates</u>
J. M. Tettemer	\$69.55	\$82.50
A. A. Swanson	\$59.50	\$69.23
H. A. Vance	\$59.40	\$69.23
Engineer	(no adjustment required)	
Draftsman	\$32.40	\$33.80
Technician	\$27.00	\$31.85
Wordprocessor/Clerical	\$22.26	\$28.47

FISCAL IMPACT

Funds for payment to John M. Tettemer & Associates is available through City Sanitation Funds.

RECOMMENDATIONS

The Director of Design and Development recommends that the proposed billing rate schedule be approved.

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

Agenda Item 7/17/85

IV (h). C. 1.

Date: July 5, 1985

AGENDA DOCUMENTATION

TO: The City Council

FROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGER

SUBJECT: RELOCATION OF 10 INCH GAS MAIN OBSTRUCTING SEWER MAIN CONSTRUCTION
AT BOULDER HIGHWAY AND SAHARA AVENUE

PURPOSE/BACKGROUND

During the construction of the Downtown Sewer Interceptor it was discovered that a ten inch high pressure gas line interfered unavoidably with installation of the new sewer line in the westerly portion of the Sahara Ave./Boulder Highway intersection. Southwest Gas Corporation was asked to relocate the gas line and subsequently did so at a cost of \$39,284.00. The location of the work fell within right-of-way owned by the State of Nevada which precluded direct negotiation to eliminate or reduce the cost of the work under the City of Las Vegas franchise agreement with Southwest Gas Corporation.

The City of Las Vegas requested the work accomplished by Southwest Gas Corporation thereby incurring the obligation.

It is requested that the City Council approve the expenditure of \$39,284.00 to fulfill that obligation.

FISCAL IMPACT

\$39,284.00 to be paid from funds allocated by purchase order for the Downtown Sewer Interceptor.

RECOMMENDATIONS

It is recommended that the City Council approve expenditure of the necessary funds to fulfill a previously incurred obligation to Southwest Gas Corporation.

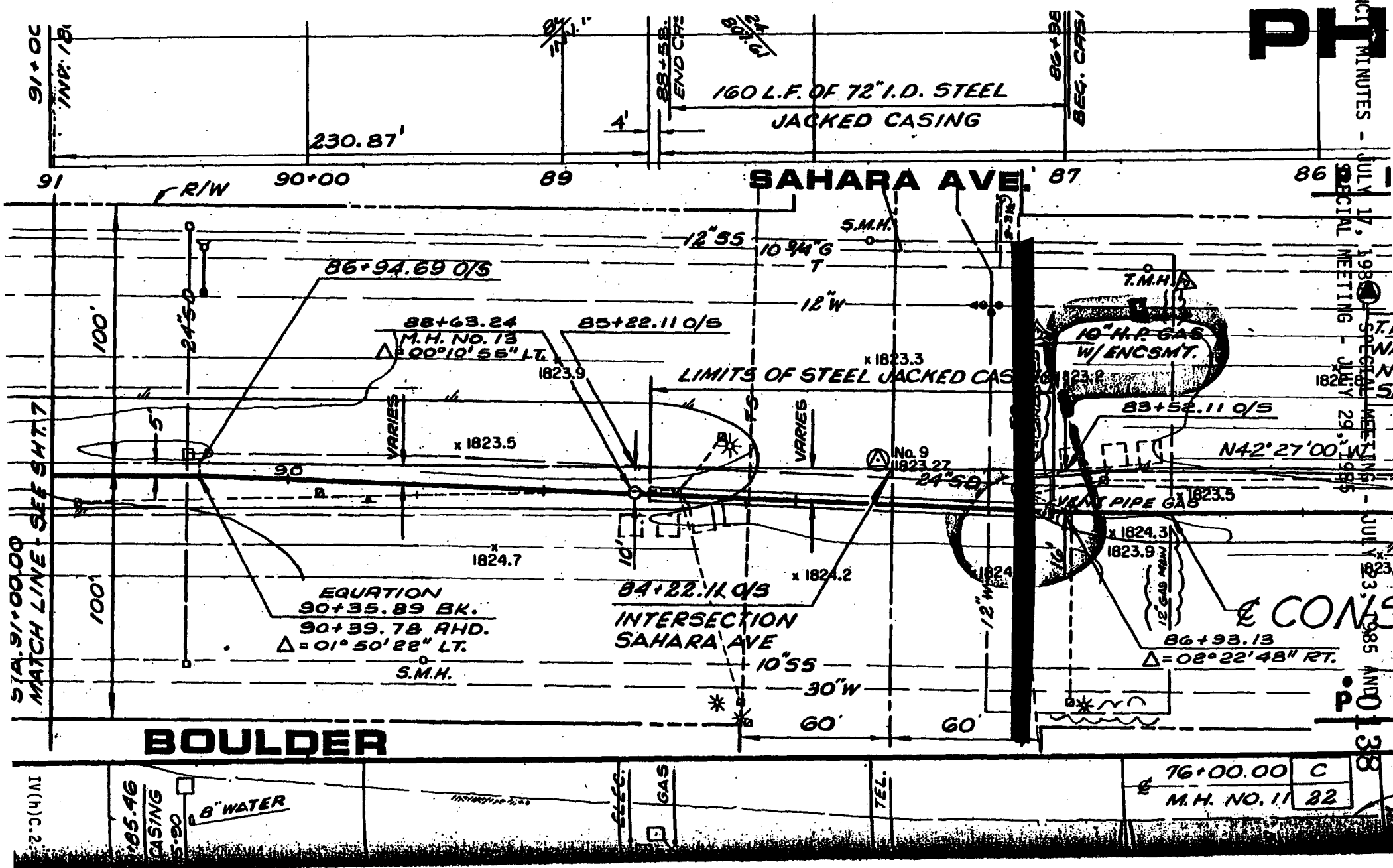

THOMAS B. GRAHAM, AICP, YRLA
DIRECTOR OF DESIGN AND DEVELOPMENT

Agenda Item 7/17/85

IV (h). C. 2.

CITY COUNCIL MINUTES - JULY 17, 1980
 SPECIAL MEETING - JULY 29, 1985
 SPECIAL MEETING - JULY 23, 1985
 AND 138

PH



91+00
 INV. 18'

230.87'

160 L.F. OF 72" I.D. STEEL
 JACKED CASING

86+98
 BEG. CASING

91 R/W 90+00 89 SAHARA AVE 87 86

86+94.69 O/S

88+63.24
 M.H. NO. 13
 $\Delta = 90^{\circ} 10' 55''$ LT.

85+22.11 O/S

LIMITS OF STEEL JACKED CASING

10" H.P. GAS
 W/ ENCSMT.

83+52.11 O/S

N42°27'00"

VENT PIPE GAS

EQUATION
 90+35.89 BK.
 90+39.78 RHD.
 $\Delta = 01^{\circ} 50' 22''$ LT.

84+22.11 O/S
 INTERSECTION
 SAHARA AVE

86+93.13
 $\Delta = 02^{\circ} 22' 48''$ RT.

BOULDER

85.46
 CASING
 5.90
 8" WATER

GAS

TEL.

76+00.00	C
M.H. NO. 11	22

IV(h)C.2

AGENDA

City of Las Vegas

July 17, 1985

Page 22

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

ITEM

Council Action

Department Action

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

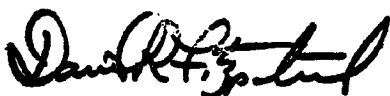
C. REPORTS/ACTION (Continued)

3. Contract Modification to the 1985
Street Rehabilitation Projects Phase I
Contract.

Lurie -
APPROVED as recom-
mended Items 1, 2
and 3.
Motion carried with
Levy abstaining on
Item 3.

Staff to proceed

APPROVED AGENDA ITEM



TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985
IV(h) DEPARTMENT OF DESIGN AND DEVELOPMENT
ITEM C.1, C.2, C.3 REPORTS/ACTION

PAGE 1

MAYOR BRIARE:

We will now go to Item C which is a proposed billing rate adjustment for John Tettemer. Are there any questions or comments on this with respect to the backup material we have in our agenda or any other kind of questions? And if you want, we also have the same amount of material and a recommendation on the relocation of a gas main which is Item number two and a contract modification for the street rehab project. If you wish to take all three -- are there any comments on any of these?

COUNCILMAN LEVY:

Yes, show I abstain on three.

COUNCILMAN BUNKER:

I'd like to make a request on Item C--

MAYOR BRIARE:

Yes, Councilman Bunker.

COUNCILMAN BUNKER:

On Item C.2, I recognize that this authorization for this work for the Gas Company was made probably more than a year ago. I would hope in the future when we're asked to approve the disbursement of an item such as this that we would have an opportunity to authorize the original work. I understand this particular instance was authorized under -- as a contract --

COUNCILMAN LEVY:

You don't mean C.

COUNCILMAN BUNKER:

-- amendment. C.2. The Gas Company reimbursement. What I'm saying is that we really don't have an option here. We have an option either to pay the bill or not pay the bill, but the bill -- the work was authorized by the City and so it requires a "yes" vote. We have to pay our bills. I'm saying that when the work is authorized in the beginning, I'd like a chance to have some input on that, particularly in items of this size. I think staff's agreed to work that mechanism out where we'll have some input on major contract revisions such as this or contract changes. Normally that's correct I understand.

COUNCILMAN LURIE:

Normally, I understand they're supposed to bring it back on one over 10,000.

MAYOR BRIARE:

Are there any other comments?

TRANSCRIPT - CITY COUNCIL MEETING - JULY 17, 1985
IV(h) DEPARTMENT OF DESIGN AND DEVELOPMENT
ITEM C.1, C.2, C.3 REPORTS/ACTION

PAGE 2

CITY MANAGER HALL:

Mayor, just an emergency comment right quickly. Gentlemen, the fire alarm has just gone off in the Tower building. I've just been notified that we're not in danger in here and there's no danger really out there, but they've got the Fire Department in here and all of the people are on the plaza area. So if anyone comes in here yelling something, why you need to know what it's about.

MAYOR BRIARE:

Do we have a motion, Councilman Lurie.

COUNCILMAN LURIE:

Yes, Mayor. I MOVE THAT WE FOLLOW RECOMMENDATIONS --

MAYOR BRIARE:

One, two and three.

COUNCILMAN LURIE:

ONE, TWO AND THREE.

COUNCILMAN LEVY:

And three I'm abstaining on.

MAYOR BRIARE:

Yes. Are there further comments? Cast your votes. Post. The motion's APPROVED. (Motion carried with Levy abstaining on Item 3.)

END OF DISCUSSION

/s/

AGENDA

City of Las Vegas

July 17, 1985

Page 23

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

ITEM Council Action Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

1048

A. Approval of Agreement with Nevada Power Company for Extension of Power Line to Serve Durango Lift Station.

Levy -
APPROVED
Unanimous

Staff to proceed

1049

B. Resolution Urging Congress to Exempt State and Local Governments From the Fair Labor Standards Act

Nolen -
APPROVED as recom-
mended by City
Attorney.
Unanimous

Staff to proceed

1051

C. Approval of Resolution Determining Costs to Be Assessed in Special Improvement District No. 449 (Bonanza Road Sewers)

ABEYANCE

8/7/85 Agenda

N.P.Co. Inquiry # SPECIAL MEETING - JULY 29, 1985
Page 1 of 2

Underground Line Extension
Contract # LEG-1290
Work Order # U-56043

NEVADA POWER COMPANY

LAS VEGAS, NEVADA

THIS AGREEMENT, made and entered into this 23 day of JULY, 1985, between NEVADA POWER COMPANY, a Nevada corporation, party of the first part, hereinafter called "Utility", and City of Las Vegas party of the second part, hereinafter called "Applicant".

WITNESSETH

Applicant has applied to the Utility for the electric service at the following described property owned or controlled by Applicant, located in the County of Clark, State of Nevada, to-wit: A portion of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 8, Township 21 South, Range 30 East, Nevada

Sewage Lift Station at Durango and Sahara

(Description of Applicant's Property)

In order to provide such service, it will be necessary for the Utility to extend its lines a distance of 2,384 feet, as shown on the print attached hereto as Exhibit A and made a part hereof. Applicant herein acknowledges receipt of a copy of Exhibit A. D.A. (Applicant's initials)

The parties agree that said underground line extension shall be installed in accordance with the rule of the Utility, Public Service Commission of Nevada No. 9, effective April 14, 1975, a copy of which is attached hereto as Exhibit B, and made a part hereof. Applicant hereby acknowledges receipt of a copy of Exhibit B. D.A. (Applicant's initials)

The free footage allowance pursuant to Rule 9, Section C, is 200 feet.

In accordance with Rule 9, Section D, Paragraph 1, the Applicant is required to advance the cost of making such extension in excess of 200 feet, such cost estimated to be the sum of \$ 15,194.00.

The sum of the advance required to become an equal participant in an existing overhead and/or underground line under the provisions of Rule 9, Section D, Paragraph 2a, is agreed to be \$ -0-.

The sum of the non-refundable advances required under provisions of Rule 9, Section F, Paragraphs 1 and 10, is agreed to be \$ -0-.

The sum of the advance subject to refund under provisions of Rule 9, Section E, is agreed to be \$ 15,169.00.

COPY

Contracts now in effect which this Applicant now becomes an equal participant as per Rule 9, Section D, Paragraph 2a, are:

Contract No.	Dated
N/A	N/A

IN WITNESS WHEREOF, the Applicant executes this agreement this _____ day of _____, 19____.

Applicant's Mailing Address:

400 East Stewart Avenue

Las Vegas, NV 89101

ATTESTED BY:

Carol A. Hawley

APPLICANT

City of Las Vegas

By

William H. Briggs

Its Mayor

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of NEVADA POWER COMPANY. A copy will be mailed to Applicant at Applicant's address.

NEVADA POWER COMPANY

By

Randall B. Kelly

Randall B. Kelly

Its

Special Projects Engineer

Dated July 23, 1985

Date: July 12, 1985

AGENDA DOCUMENTATION

TO: The City Council

FROM: *James R. Gilman*
CITY ATTORNEY

SUBJECT: Resolution Urging Congress to Exempt State and Local Governments
From the Fair Labor Standards Act

PURPOSE/BACKGROUND

The United States Supreme Court, in the case of Garcia v. San Antonio Metropolitan Transit Authority, reversed its prior holding in the case of National League of Cities v. Usery and held that the Fair Labor Standards Act applies to state and local governments. In addition to the problems which the Garcia decision has caused the City of Las Vegas, the decision has created a great deal of confusion and economic hardship among the local governments across the country. Therefore, this office has been requested by the National Institute of Municipal Law Officers to propose to the City Council a resolution in which it urges the Nevada Congressional Delegation to introduce and endorse appropriate legislation which exempts state and local governments from the Fair Labor Standards Act.

The resolution which is before you has been prepared by this office to accomplish that objective.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council take the appropriate steps to adopt this Resolution and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-B

RESOLUTION

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WHEREAS, the Fair Labor Standards Act (29 U.S.C.
§§ 201 et seq.) has been held by the United States Supreme Court
to be applicable to all operations of state and local governments
notwithstanding the principles of state sovereignty secured
by the Tenth Amendment to the United States Constitution, and

WHEREAS, existing compensation arrangements and work
schedules, including overtime provisions, for City employees
best serve the public needs of the citizens and taxpayers of
the City of Las Vegas, Nevada, and

WHEREAS, these existing compensation arrangements
and work schedules have been negotiated between the City of
Las Vegas and its various employee associations through the
process of collective bargaining,

NOW, THEREFORE, BE IT RESOLVED by the City Council
of the City of Las Vegas, Nevada, that the entire Congressional
delegation from the State of Nevada, as well as the Chairman
of the Subcommittee on Labor Standards of the House Education
and Labor Committee and the Subcommittee on Labor of the Senate
Labor and Human Resources Committee, is each urged to introduce
and endorse appropriate legislation to exempt state and local
governments from having to comply with the Fair Labor Standards
Act, thereby recognizing the principles of state sovereignty
secured by the Tenth Amendment to the United States Constitution.

AND BE IT FURTHER RESOLVED that a copy of this
Resolution be forwarded to the National Institute of Municipal

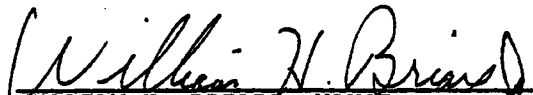
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0147

1 Law Officers, 1000 Connecticut Avenue, N.W., Washington, D.C.
2 20036.

3 ADOPTED and APPROVED this 17th day of July, 1985.

4 APPROVED:

5 
6 WILLIAM H. BRIARE, MAYOR

OK
7-19-85

7
8 ATTEST:

9
10 
11 CAROL ANN HAWLEY, CITY CLERK

AGENDA DOCUMENTATION

Date: July 5, 1985

TO:
The City CouncilFROM: DANIEL R. FITZPATRICK
DEPUTY CITY MANAGERSUBJECT: CONTRACT MODIFICATION TO THE 1985 STREET REHABILITATION PROJECTS
PHASE I CONTRACTPURPOSE/BACKGROUND

On June 5, 1985 the City Council approved an agreement between U.S. Home Corporation and the City of Las Vegas providing for participation in the reconstruction of North Jones Blvd. between Hickam Ave. and Lone Mountain Road to accommodate installation of a new water main. That portion of North Jones Blvd. was originally to be overlayed under the 1985 Street Rehabilitation Projects Phase I contract and is therefore still under contract.

To accomplish the above described reconstruction a Contract Modification must be executed to the referenced contract.

It is requested that the City Council approve Contract Modification Number One to the 1985 Street Rehabilitation Projects Phase I contract to initiate said reconstruction after installation of the water line.

FISCAL IMPACT

\$13,733.43 available from Federal Revenue Sharing Funds.

RECOMMENDATIONS

It is recommended the City Council approve this Contract Modification to implement the previously approved agreement.


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

Agenda Item 7/17/85

IV (h). C. 3.

AGENDA

City of Las Vegas

July 17, 1985

Page 24

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

- 1052 A. 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.

Lurie -
Second Reading and
BILL Adopted.
Unanimous

Clerk to proceed
with second
publication.

- 1053 B. BILL NO. 85-24 - RESTRICTS THE REZONING OF NONCONTIGUOUS 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 NONCONTIGUOUS PARCEL OR GROUP OF PARCELS INCLUDED IN A REZONING APPLICATION.

Committee: Councilmen Lurie and Levy

First Publication: Sun - 7/4/85

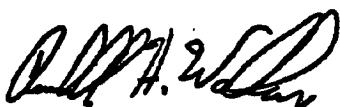
Committee Recommendation:

Adoption at 7/17/85 City Council meeting.

Lurie -
Second Reading and
BILL Adopted.
Unanimous

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: June 13, 1985

TO:
The City Council

FROM:
Val Steed *Val Steed*
Deputy City Attorney

SUBJECT:

Bill 85-23: Authorizes contract purchasers of federal or state land to sign zoning applications with respect thereto

PURPOSE/BACKGROUND

At present, the City Code requires zoning applications to be signed by the record owner of the property in question. This bill, if adopted, would authorize contract purchasers of federal or state land to sign zoning applications. The proposed bill was requested by the Bureau of Land Management with respect to federal land. Staff and the Planning Commission have suggested that the change apply to contract purchasers of state land as well.

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

AGENDA DOCUMENTATION

Date: June 13, 1985

TO:
The City CouncilFROM:
Val Steed
Deputy City Attorney *Val Steed*SUBJECT:

Bill 85-24: Restricts the rezoning of non-contiguous parcels in the same zoning application and authorizes an additional charge for noncontiguous parcels included in a rezoning application.

PURPOSE/BACKGROUND

A number of recent rezoning applications have included several non contiguous parcels of land. In cases where the parcels have not been close together, consideration of the application by the Planning Commission and the City Council has been difficult because of the variety of issues presented and the number of different interests represented. In addition, it has become apparent that the basic fee charged to a rezoning applicant is inadequate to cover the costs of notifying several sets of surrounding property owners when noncontiguous parcels are included in one application.

This bill, if adopted, would restrict 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. The bill would also allow an additional fee to be charged for noncontiguous parcels included in an application.

The bill also makes a few minor technical corrections for the sake of clarity.

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 _____

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK)

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 24th day of June, 1985, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 330 PM, on Monday, July 1, 1985, in the City Manager's Conference Room, City Hall, 400 East Stewart Avenue, 10th Floor, Las Vegas, Nevada; of which the attached is a true and correct copy, was deposited in the United States Mail, Postage Prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

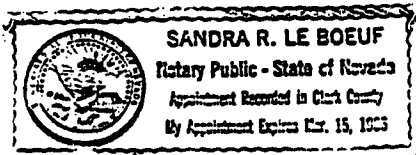
Joanne Perry
SIGNATURE (an employee in the Office
of the City Clerk)

Subscribed and sworn to before me this

25th day of June, 1985

Sandra L. LeBray
NOTARY PUBLIC in and for said County and State.

My Commission expires: 3-15-86 ,



AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

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 24th day of
June, 1985, at the hour of 9Am there
were posted copies of a NOTICE, the attached of which is a true and correct
copy, of an INFORMATION MEETING before various RECOMMENDING COMMITTEES relative
to proposed ordinances, to be held at the hour of 3:30 pm on Monday,
July 1, 1985, in the Council Chambers, City Hall,
400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin
Boards at the following locations:

1. In the Bradley Building, State of Nevada, 2501 East Sahara Avenue;
2. In the Senior Citizens Center, 450 East Bonanza Road;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall,
400 East Stewart Avenue (near the entrance to the Court Clerk's
Office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall,
400 East Stewart Avenue (near the entrance to the City Council Chambers).

Joanne Perry
SIGNATURE

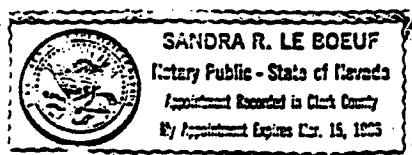
City Clerk's Office
DEPARTMENT

Subscribed and sworn to before me this

25th day of June, 1985

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

My Commission expires: 7-15-86



June 19, 1985

N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas will be the subject of PUBLIC COMMENT before its respective committee at the hour of 3:30 P.M., Monday, July 1, 1985, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 85-22 - PROHIBITS THE STOPPING, STANDING AND PARKING OF TOUR BUSSES ON PUBLIC STREETS EXCEPT AT DULY DESIGNATED TOUR BUS LOADING ZONES.
Committee: Councilmen Levy and Bunker
- 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
- 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

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: Attendance will be noted and a tape recording of all the proceedings will be kept on file in the Office of the City Clerk until final disposition. A copy of the above Bill may be obtained through the Office of the City Clerk, Monday through Friday, 8 A.M. to 5 P.M.

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, SUN

- A. 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 OGILVIE: 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.

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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

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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

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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.)

TO: FILE

FROM:

CITY CLERK

0162

SUBJECT:

RECOMMENDING COMMITTEE MEETING -
JULY 15, 1985COPIES TO: City Council Mtgs. 7/17/85 & 8/7/8
City Attorney
Business Activity
Building & Safety
Public Works
Metro

MEETING HELD:

Monday, July 15, 1985, Council Chambers, City Hall,
400 E. Stewart Avenue. Meeting began at 3 P.M. and
adjourned at approximately 4:15 P.M.

ATTENDANCE:

Mayor William H. Briare
Councilman Ron Lurie
Councilman Al Levy
Councilman Bob Nolen
Councilman Wayne Bunker
City Attorney George Ogilvie
City Manager Ashley Hall
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra LeBoeuf
Don Helm, Taxicab Authority
Olga Scheel, Beautification Committee
Pat Knight, Pat Knight's Auto & Military Rent-a-Car
Tom Blevins, F & S Auto Sales
Dennis Krum, Auto List
Joseph Nasari, King's Way Auto Sales, Henderson, NV
Don Rice, Dutch Boy Paints
Van Heffner, 125 Rosemary Lane
Edward Jasse, Flame Restaurant
Andre Rochat, Andre's RestaurantA. BILL NO. 85-25 - RESTRICTS THE DISPLAY AND SALE OF MOTOR VEHICLES OR
MERCHANDISE ON VACANT LOTS.Committee: Councilmen Lurie and Nolen

Councilman Lurie stated he had requested this ordinance due to the problems that he has seen throughout the City and in the County of people who are displaying automobiles, boats, motor homes and other types of retail sales on corners that are unimproved and not properly zoned.

Recommending Committee Minutes

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July 15, 1985 Meeting

Pat Knight, owner and operator of Pat Knight Auto and Military Rent-A-Car, appeared in favor and stated he was speaking also on behalf of the Used Car Dealers Assn. of Nevada as an officer of that association. He thanked the Committee for their consideration of the curbing problem. He stated this condition had plagued their members for many years. He said to his knowledge the Las Vegas City Council was the first in Nevada to address this problem. He stated illegal sales of autos in Clark County was an ever increasing problem, is unsightly and could cause traffic problems on corners where they are located. He stated it cost Nevadans thousands of dollars annually in tax revenue and that these sales presented a constant problem to DMV as it was impossible to exercise any control over these sales of vehicles. He stated it was unfair to the public, as such vehicles do not adhere to the Federal Trade Commission's regulations requiring a buyer's guide to be posted in the window nor are these vehicles required to conform to the emission control law in the state. Further, that it was unfair to local dealers who are required to pay for licenses, bonds, smog requirements and insurance. He stated sellers of these vehicles operate completely outside of the laws and have a tremendous advantage over licensed dealers.

Councilman Lurie stated that he had heard from Bill Heinrich who represented many of the local new car dealers and that they were in support of this proposed ordinance.

Pat Knight stated he had asked a representative of LVMPD to be present at this meeting. Councilman Lurie stated they would support this ordinance and when adopted, they would have the ability to go out and impound these vehicles and tow them.

Tom Blevins, F & S Auto Sales, 13th and Fremont appeared personally and as a member of the Independent Dealers Association of Nevada in favor of this ordinance. He proposed that the 48 hour provision in the ordinance be changed. He presented photos taken this date of cars for sale on one corner. Mr. Blevins indicated there were 10 vehicles on that one corner for sale and that eight out of ten had no license plates at all and one had an expired California plate. He stated the ordinance indicated a 48 hour notice to the persons selling these autos and he felt this would not help solve the problem. He said as soon as a sticker was placed in the window advising it would be towed, that they would just break the sticker out of the window and move the vehicle to another corner and the same problem would just be shifted to a new location.

Councilman Lurie asked the City Attorney if there would be a problem in changing the 48 hour provision (page 3) to a different time frame. The City Attorney stated that he felt all provisions with respect to towing of cars other than when they are creating a traffic hazard require 48 hour notice. Councilman Lurie then asked if would take a change in State law to change this and the City Attorney responded affirmatively, to the best of his recollection. Councilman Lurie said if there was a way to change it to 24 hours it would be more effective.

Tom Blevins stated he believed that 99% of such cars do not belong to private owners, but were individuals acting as dealers making a livelihood in this business. Mr. Blevins cited problems a 70 year old man had encountered with buying one of these vehicles, i.e. forged title, overpricing, car had 90 weight gear lub instead of oil with defective engine.

Recommending Committee Minutes

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July 15, 1985 Meeting

COUNCILMAN LURIE RECOMMENDED ADOPTION AND ASKED THAT THE CITY ATTORNEY REVIEW THE 48 HOUR PROVISION AND IF IT CAN BE CHANGED, TO SO AMEND TO A LESSER TIME OF 24 HOURS AND PRESENT THE AMENDMENT TO THE CITY COUNCIL.

Mr. Blevins suggested that if the vehicle was unlicensed or has an unlawful registration that such vehicle should be instantly towed. COUNCILMAN NOLEN THEN ASKED THE CITY ATTORNEY TO LOOK INTO THAT ASPECT (towing in cases of vehicle being unlicensed, possessing a fictitious license or expired license).

Dennis Krum, operator of Auto List, 504 Sportsman Drive appeared in favor of this ordinance, citing instances of consumer fraud relating to these street corner sales of vehicles. He suggested including in this ordinance a fine of \$250 on such cars when found and then if not removed in 48 hours, such vehicle would be towed. Further, he suggested an amendment in Item B, Page 1, where referral is made only to vacant lots; changing from "vacant lots" to "all lots, improved and unimproved." He cited service stations often have cars for sale parked on their premises. He also suggested removal of the section relating to the permission of the party owning the lot. The City Attorney stated there were two penalties contained therein already, one a misdemeanor penalty and the other a towing, and that the party who is displaying the car for sale is subject to misdemeanor penalties which can be up to \$1,000 or six months in jail or any combination, and that the penalty he was suggesting is already there. Dennis Krum stated he had a \$200 fine in mind, and the City Attorney emphasized the precise penalty was up to the judge, and that such a fine would be similar to a traffic violation. Councilman Lurie stated this was an attempt to improve the present situation and if this ordinance doesn't work out, perhaps a stronger one would be forthcoming.

COUNCILMAN NOLEN REQUESTED CONSIDERATION OF AN AMENDMENT WITH A MINIMUM FINE OF \$250 (Page 4, Section 4). COUNCILMAN LURIE SAID THAT WOULD BE ACCEPTABLE AS AN AMENDMENT.

Pat Knight presented a copy of an ordinance from Jacksonville, Florida, which contained a 24 hour clause, along with a letter from the Sheriff which supports immediate citations over their present 24 hour clause. This material was given to the City Attorney.

Joseph Nasari, representing King's Way Auto Sales in Henderson, Nevada appeared. He emphasized that the Committee should think on who is curbing and where are the cars coming from. He emphasized they were from dealers and ex-dealers. He stated the DMV had asked all dealers to stamp their titles on all wholesale transactions. He stated the private newspaper ads were three times the cost than that of an individual for dealers to list their used cars which encourages "curbing." He stated when dealers bonds went up in July of 1983, curbing tripled.

Councilman Lurie asked all those that had come on behalf of adoption of this ordinance to encourage support and adoption of a similar ordinance in North Las Vegas, Clark County and Henderson in order to adequately address the problem.

No one appeared in opposition. THE COMMITTEE RECOMMENDED ADOPTION OF THIS ORDINANCE, WITH THE CITY ATTORNEY MAKING NECESSARY AMENDMENTS AS OUTLINED.

Recommending Committee Minutes

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July 15, 1985 Meeting

- 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.

Committee: Councilmen Lurie and Nolen

Councilman Lurie stated he had introduced this bill due to the problem of graffiti in the City and he had been looking into programs throughout the United States that have worked to eliminate graffiti. He stated this bill was taken primarily from the ordinance existing in Burbank, California, and that since the time this bill was drafted, the City Attorney had now received the graffiti ordinance just adopted in New York City.

Mayor William H. Briare appeared and spoke in strong support of this bill. He said he supported the concept of Las Vegas having the most stringent anti-graffiti/ beautification effort of any type of city our size throughout the country. He emphasized it was not too late to do so. He commended the Beautification Committee for their letter of May 25, 1985, encouraging the effort to stop graffiti in Las Vegas and asked support for the efforts of Tom Chatterton, Chairman of this Committee. He voiced support of ordinances giving the Beautification Committee "teeth to operate with." He encouraged the promotion of community support of this ordinance along with the reward contained in the ordinance. He encouraged the sellers (supermarkets and paint stores) to promote anti-graffiti campaigns. He commended the Councilmen on this ordinance.

Councilman Lurie reported that in New York City, the sale of spray paint was disallowed to minors as well as pens over a half an inch wide.

COUNCILMAN NOLEN STATED HE WOULD LIKE TO SEE A MINIMUM FINE OF \$250 IN THE ORDINANCE AND THE WORDING "\$250 MINIMUM; \$1,000 MAXIMUM FINE OR UP TO SIX MONTHS IN JAIL," PLUS REIMBURSEMENT TO THE CITY FOR ANY COST INCURRED IN PROSECUTING AND CONVICTION." He said if the City had to pay out the \$250 reward, that the person convicted of such offense should have to pay that reward rather than the taxpayers. Councilman Lurie supported this concept and emphasized also the convicted person should be responsible for the removal of the graffiti. COUNCILMAN NOLEN AGREED THAT SHOULD BE INCLUDED. The CITY ATTORNEY AGREED THAT THE REMOVAL BY THE PERPETRATOR SHOULD BE INCLUDED IN THE PROPOSED BILL. The City Attorney stated that as to the recovering of costs, it was unconstitutional to include this provision. He stated it would be appropriate to request to the judges that in proper cases, the perpetrator be ordered to remove the graffiti. He stated that the New York ordinance covers not only the sale of spray paint and felt tip markers with a writing surface in excess of 1/2 inch, but it also contained a provision that sellers of spray paint and the prohibited markers cannot display those items in their stores. They can use facsimilies or empty cans, but not the display of full cans or markers with fluid in them.

Councilman Levy emphasized his support of this ordinance and told of how badly graffiti can deteriorate neighborhoods insofar as property values. He recited the recent projects to beautify the downtown area, i.e. buses off public streets, transportation center, building safety crackdowns.

Recommending Committee Minutes

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July 15, 1985 Meeting

COUNCILMAN NOLEN THEN STATED IN LIGHT OF THE ATTORNEY'S REMARKS, HE WOULD LIKE THE COUNCIL TO CONSIDER A MINIMUM FINE OF \$500. He said he just didn't see the taxpayers picking up the cost of the reward, and emphasized coming down hard on people convicted and letting them know how serious the City is in this effort. Councilman Lurie then emphasized that whatever was adopted in this area, it would also have to be adopted in surrounding entities to be truly effective. He stated he agreed with Councilman Nolen in that the harder the City comes down on the perpetrator, the sooner we might get to the problem.

COUNCILMAN LURIE RECOMMENDED THAT THE CITY ATTORNEY MAKE THE NECESSARY AMENDMENTS AND BRING THE BILL BEFORE THE COUNCIL ON AUGUST 7 FOR ADOPTION. Councilman Lurie thanked Mayor Briare and Councilman Bunker for their presence to show support of this proposed ordinance.

CITY ATTORNEY ASKED COUNCILMAN LURIE IF HE WANTED HIM TO CONSIDER ADDING THE FELT TIP MARKERS. COUNCILMAN LEVY INDICATED AFFIRMATIVELY, AND COUNCILMAN LURIE INDICATED THE ATTORNEY COULD ADD WHATEVER HE FELT WAS NECESSARY IN AMENDMENTS FROM OTHER ORDINANCES RECEIVED BETWEEN NOW AND THE TIME SCHEDULED FOR ADOPTION. Councilman Lurie indicated the City Clerk's Office had mailed out over 300 letters regarding this proposed ordinance to businesses it would affect.

Don Rice, Dutch Boy Paints, appeared. He stated he agreed with the spirit of the ordinance, but objected to the policing that had to be done by employees. He stated he liked the Mayor's idea of signs in the business encouraging participation in the program of beautification. He stated he felt a lot of paint used to create graffiti came out of father's garages. He said he basically sold spray paint to young people who wanted to paint their bicycles.

Councilman Nolen stated he didn't feel it was putting an undue burden on clerks of paint stores to police the sale of spray paint.

C. BILL NO. 85-27 - REMOVES REFERENCE IN BUSINESS LICENSING CHAPTER TO
TIMESHARING CHAPTER THAT HAS BEEN REPEALED.

Committee: Councilmen Lurie and Levy

Councilman Lurie stated this bill is in concert with State statutes. City Attorney Ogilvie stated that by repealing the section referred to, they were also eliminating the fees for the businesses regulated by time share, so he had a First Amendment to offer, whereby in addition to repealing the section in question, it also adds a new section which provides for a \$100 license fee semi-annually for a time share representation; \$100 license fee semi-annually for a time share sales agent and then a 1/2 of 1% of the total sales volume for a time share project. COUNCILMAN LURIE RECOMMENDED ADOPTION AT THE AUGUST 7 MEETING AS PER FIRST AMENDMENT. No one was present in the audience to speak in favor or opposition to this bill.

Recommending Committee Minutes

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July 15, 1985 Meeting

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.

Committee: Councilmen Nolen and Lurie

Van Heffner, 125 Rosemary Lane, appeared in favor of this ordinance. He stated he serves as Executive Vice-President of the Nevada Restaurant Association and that on behalf of the Association they supported the concept of this bill. He read into the record the following letter from the President and Board of Directors of his association:

It has been brought to our attention that some restaurants have been reimbursing taxicab drivers for bringing patrons to a restaurant even though the patron, usually a visitor, has requested transportation to another restaurant. Since a substantial percentage of restaurant revenues are generated from Nevada visitors, attempts to divert patrons from one restaurant to another is detrimental to our income. In some cases the taxicab drivers have made negative comments, disagreed with the patron about the quality of food, service and overall conditions of the restaurants. Furthermore, restaurateurs encouraging the diversion of visitors by financially rewarding the taxicab drivers is unethical and deteriorates the Nevada tourism image.

Andre Rochat, owner of Andre's Restaurant, 401 South Sixth Street, appeared in favor of this bill. He stated the situation existing of the cab drivers' diversion of business from his restaurant had gotten to the point where they experienced 40-50% of reservations that failed to show. He stated his restaurant is a reservations only type business. He said sometimes taxidivers came into his restaurant demanding to be paid for the customers they had delivered to his restaurant and that he declined to pay them. He said the taxi drivers would then threaten not to bring guests back to his restaurant and would announce this often times in front of dining guests. He cited examples of customers being threatened and diverted from his establishment. He estimated this situation meant a loss of two to three hundred thousand dollars per year.

Councilman Levy asked the City Clerk if the taxicab companies, taxicab unions, etc. been notified. Clerk Hawley indicated that the City Attorney had specifically handled notification on this particular bill. The City Attorney indicated he had not notified any of the cab companies or drivers. He stated he had notified Mr. Heffner and Mr. Helm of the Taxicab Authority. He stated the reason he did not notify the cab companies was because they were already under an injunction to prohibit their cab drivers from accepting what this proposed bill prohibits and he felt since they were already bound by what the bill provides for, there was no need to notify them. Councilman Levy then directed City Clerk Hawley to notify the taxicab companies and union prior to the August 7, 1985 Council Meeting.

Edward Jasse, owner of Flame Restaurant, 1 Desert Inn Road, appeared in favor of the proposed ordinance. He stated he had operated this restaurant since 1961 and that since January 1982, a small group had been formed and had investigated these subject diversions. He stated they had gone on at least 250 trips to investigate these diversions. He said the diversions by the cab drivers resulted in stories about some

Recommending Committee Minutes

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July 15, 1985 Meeting

establishments having cockroaches, under new management, etc. He indicated there were restaurants paying as much as \$3 per delivered customer to the cab drivers. He stated that if a restaurant paid under \$3, the cab drivers would not bring them business. He stated one restaurant had their own taxicab stand. He stated this was a form of extortion.

Councilman Lurie encouraged those in favor of this ordinance to also get with Clark County to get a similar ordinance passed.

Van Heffner proposed an amendment on line 18, after "any", to insert "fee" and then a "comma," with the hope of further strengthening the bill. He stated fee to him would mean in addition to a tip, a gift or gratuity, and could be a pre-existing contractual agreement. COUNCILMAN NOLEN ASKED THE CITY ATTORNEY TO LOOK INTO THE PROPOSED AMENDMENT BY MR. HEFFNER.

No one appeared in opposition to this proposed bill.

Councilman Lurie asked the City Attorney about the penalty provisions of this bill. City Attorney Ogilvie stated it was a general misdemeanor penalty. COUNCILMAN LURIE THEN STATED PERHAPS IT SHOULD BE MADE STRONGER WHERE A SHOW CAUSE OF WHY THE PRIVILEGED LICENSED SHOULDN'T BE REVOKED. The City Attorney stated that under the Administrative Procedures Ordinance, that any violation of the ordinance if repeated would be grounds for disciplinary action. COUNCILMAN NOLEN THEN STATED HE WANTED THE MINIMUM FINE OF \$250 AND COUNCILMAN LURIE AGREED AND REQUESTED SAME AS AN AMENDMENT, AS WELL AS DISCIPLINARY ACTION TAKEN ON THE LICENSEE. The City Attorney stated he was reluctant to do so for the reason that any continual violation of any of the City ordinances subjected the licensee to disciplinary proceedings. The Attorney indicated the minimum fine could be stipulated at \$250 AND COUNCILMAN LURIE INDICATED TO AMEND THE BILL TO THIS FIGURE.

COUNCILMAN LURIE STATED THE RECOMMENDATION WOULD BE TO ADOPT THIS ORDINANCE, AS AMENDED, ON AUGUST 7TH.

- 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.
Committee: Councilmen Levy and Nolen

Councilman Levy indicated he had requested this bill in order to expedite the procedures relative to abatement of dangerous buildings. No one appeared in favor or opposition to this bill from the audience. COUNCILMAN NOLEN RECOMMENDED ADOPTION AT THE AUGUST 7 MEETING.

Recommending Committee Minutes

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July 15, 1985 Meeting

- F. BILL NO. 85-30 - READOPTS LVMC 10.02.010 MAKING ALL STATE MISDEMEANORS
LIKEWISE CITY MISDEMEANORS.

Committee: Councilmen Lurie and Levy

No one appeared from the audience in favor or opposition to this bill. COMMITTEE
RECOMMENDED ADOPTION AT THE AUGUST 7TH MEETING.

- G. BILL NO. 85-31 - CREATES DEPARTMENT OF PUBLIC WORKS AND DIVISION OF PUBLIC
SERVICES THEREOF.

Committee: Councilmen Lurie and Levy

No one appeared from the audience in favor or opposition to this bill. COMMITTEE
RECOMMENDED ADOPTION AT THE AUGUST 7 MEETING.

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

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Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- C. BILL NO. 85-25 - RESTRICTS THE DISPLAY AND
SALE OF MOTOR VEHICLES OR MERCHANDISE ON
VACANT LOTS. (1st AMENDMENT)

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 7/18/85

Committee Recommendation:

Adoption at City Council meeting 8/7/85 as
per First Amendment.

Recommendation
Noted

8/7/85 Agenda

- D. 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. (1st AMENDMENT)

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 7/18/85

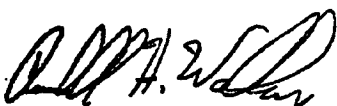
Committee Recommendation:

Adoption at City Council meeting 8/7/85 as
per First Amendment.

Recommendation
Noted

8/7/85 Agenda

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ITEM

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Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- E. BILL NO. 85-27 - REMOVES REFERENCE IN BUSINESS LICENSING CHAPTER TO TIME-SHARING CHAPTER THAT HAS BEEN REPEALED. (1st AMENDMENT)

Committee: Councilmen Lurie and Levy

First Publication: SUN - 7/18/85

Committee Recommendation:

Adoption at City Council meeting 8/7/85 as per First Amendment.

Recommendation
Noted

8/7/85 Agenda

- F. 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. (1st AMENDMENT)

Committee: Councilmen Nolen and Lurie

First Publication: SUN - 7/18/85

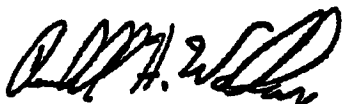
Committee Recommendation:

Adoption at City Council meeting 8/7/85 as per First Amendment.

Recommendation
Noted

8/7/85 Agenda

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VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- G. 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.

Committee: Councilmen Levy and Nolen

First Publication: SUN - 7/18/85

Committee Recommendation:

Adoption at City Council meeting 8/7/85.

Recommendation
Noted

8/7/85 Agenda

- H. BILL NO. 85-30 - READOPTS LVMC 10.02.010 MAKING ALL STATE MISDEMEANORS LIKEWISE CITY MISDEMEANORS.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 7/18/85

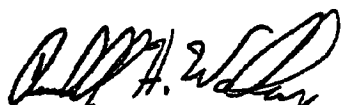
Committee Recommendation:

Adoption at City Council meeting 8/7/85.

Recommendation
Noted

8/7/85 Agenda

APPROVED AGENDA ITEM



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VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- I. BILL NO. 85-31 - CREATES DEPARTMENT OF PUBLIC
WORKS AND DIVISION OF PUBLIC SERVICES THEREOF
Committee: Councilmen Lurie and Levy

First Publication: SUN - 7/18/85

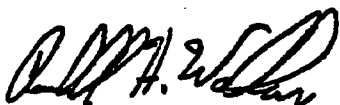
Committee Recommendation:

Adoption at City Council meeting 8/7/85.

Recommendation
Noted

8/7/85 Agenda

APPROVED AGENDA ITEM



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City of Las Vegas

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VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE

NONE

MORNING SESSION RECESSED AT 10:55 A.M.

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

NONE SCHEDULED

APPROVED AGENDA ITEM

[Signature]

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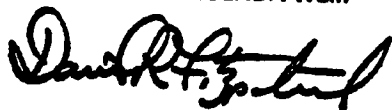
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR

The items listed below, where appropriate, have been reviewed by the various City departments including sanitary sewer, storm drainage, Department of Design and Development, Fire and Building, and their comments and/or recommendations and requirements incorporated into the action.

All zoning items shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license;
3. Submittal of a landscaping plan prior to or at the same time application is made for a building permit, license or prior to occupancy, whichever occurs first;
4. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development.);
5. Satisfaction of City Code requirements and design standards of all City departments;
6. Approval of the parking and driveway plans by the Traffic Engineer.

APPROVED AGENDA ITEM



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X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

7. Repair any damage to the existing street improvements resulting from this development as required by the Division of Land Development and Flood Control of the Department of Community Planning and Development.
8. Provision of fire hydrants and water flow as required by the Department of Fire Services.

All subdivision items shall conform to the following general conditions:

Tentative Maps:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
2. Street names to be provided in accord with the City's Street Name Policy.
3. Subject to all conditions of City departments and State Subdivision Statutes.

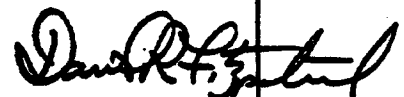
Final Maps:

1. Conformance with the tentative map.

All Vacations shall conform to the following general conditions:

1. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom.

APPROVED AGENDA ITEM



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X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

2. Conformance to code requirements and design standards of all City departments.
3. Vacation shall not be recorded until all of the above conditions have been met.
4. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM

David R. Foster

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

- * CONSENT ITEM - Item A may be acted upon in one motion.

Staff recommends APPROVAL of all items. The Planning Commission has recommended approval of Item A (Subdivision map).

404 *A. FINAL MAP

1. Lewis Homes Rainbow Vista No. 3

Property generally located on the south side of Carmen Boulevard, west of Jones Boulevard, R-1 Zone (under Resolution of Intent to R-CL).

Owner/Subdivider: Lewis Homes of Nevada

No. of Acres: 8.17 No. of Lots: 50

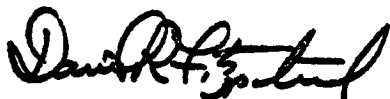
Subject to the following conditions:

1. Conformance with the conditions of approval for the Tentative Map.

Lurie -
APPROVED Items A, B and C as recommended by Planning Commission and staff subject to conditions.
Unanimous

Clerk to notify & Planning to proceed

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND
SPECIAL MEETING - JULY 29, 1985

To: The City Council
Re: Community Planning and Development Agenda Item
July 17, 1985 City Council Agenda

x.

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*A. FINAL MAP

1. Lewis Homes Rainbow Vista No. 3

The final map conforms to the approved tentative map and subdivision regulations.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

B. REQUEST FOR SEWER CONNECTION

1. 3777 N. Jones Boulevard - Peggy & Joe
Grizzle

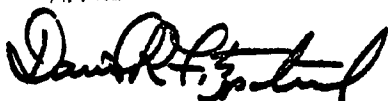
Request to connect to City sewer system outside City limits on property located at 3777 North Jones Boulevard.

Staff Recommendation: APPROVAL

Lurie -
APPROVED Items A,
B and C as recommended by Planning
Commission and staff
subject to conditions
Unanimous

Planning to proceed

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND
SPECIAL MEETING - JULY 29, 1985

TO: The City Council
RE: Community Planning and Development Agenda Item
July 17, 1985 City Council Agenda

x.

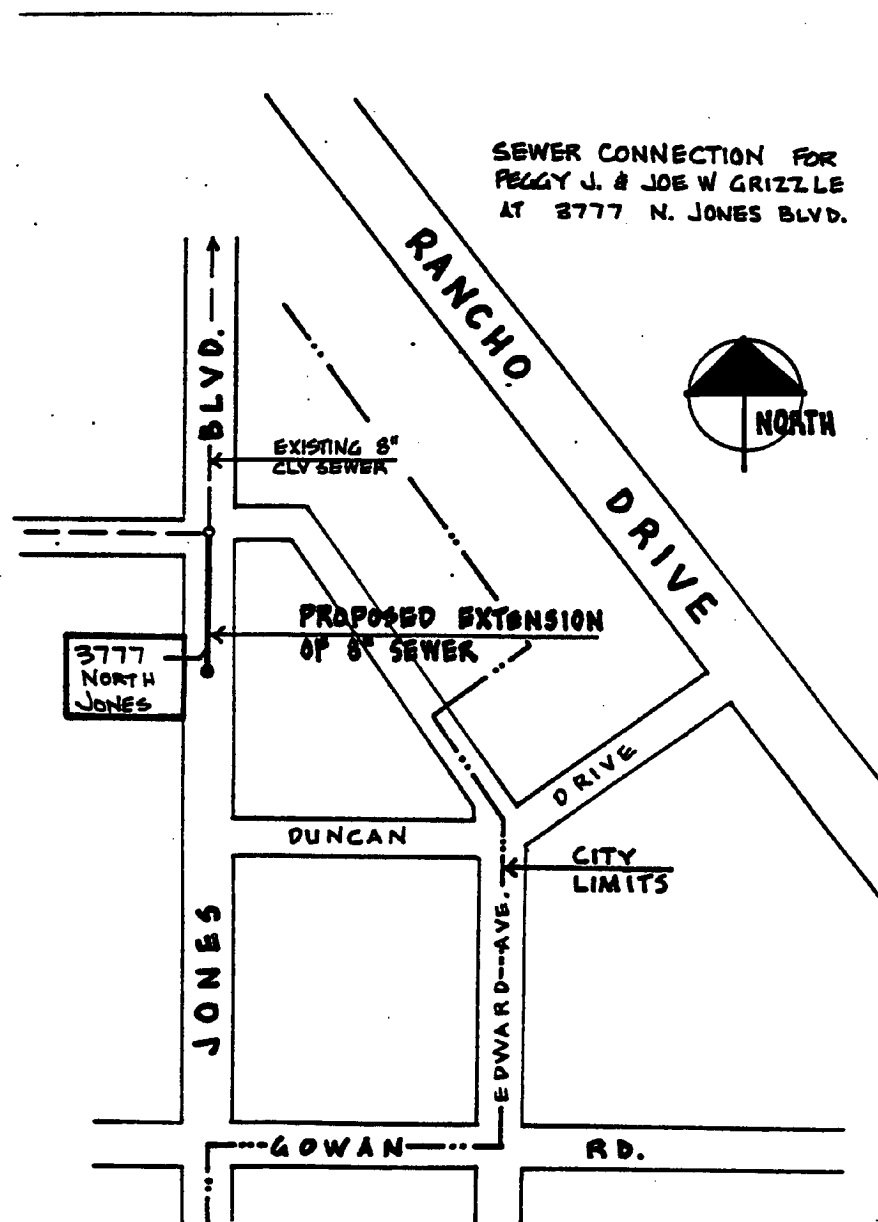
0182

B. REQUEST FOR SEWER CONNECTION

1. 3777 N. Jones Boulevard - Peggy & Joe Grizzle

The request is to connect to the City sewer on land located in the County at 3777 N. Jones Boulevard. There is an existing 8 inch sewer line on Jones that is available to serve this property. The applicants are proposing to construct a single family residence and have signed the standard sewer connection agreement and an annexation petition.

Staff Recommendation: APPROVAL



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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

C. PLOT PLAN REVIEW

1. Z-36-74 - GARY GUY WILSON

Request for a Plot Plan Review of property generally located on the north side of Owens Avenue between J and K Street, C-1 Zone.

Planning Commission unanimously recommended APPROVAL, subject to the following conditions:

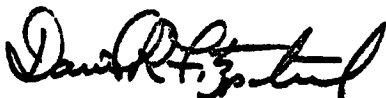
1. Conformance to the plot plan amended to provide a 20 foot building setback on the east 46 feet of the property and construct a 3 foot wide planter with trees along the north property line on the east 46 feet.
2. Construct a 6 foot high chain link fence between the building and the north property line.
3. Conformance to the elevations amended to enhance the rear elevations as required by the Department of Community Planning and Development.
4. Conformance to the original conditions of Z-36-74.

Staff Recommendation: APPROVAL

Lurie -
APPROVED Items A,
B and C as recom-
mended by Planning
Commission and staff
subject to conditions.
Unanimous

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM



C. PLOT PLAN REVIEW

1. Z-36-74 - GARY GUY WILSON

This item was referred back to the Planning Commission for clarification to determine why only one of the two property owners to the north of the proposed commercial development was required to submit a letter of agreement on the revised building location for the plot plan review. The review involves property generally located on the north side of Owens Avenue between J and K Streets in a C-1 zone that was approved in 1974. The applicant is proposing to relocate the building from the approved 20 foot setback to 5 feet from the north property line which abuts developed R-1. The Planning Commission only required the applicant to obtain a letter of approval from the property owner on K Street and did not include the owner on J Street. The property owner on J Street appeared at your previous Council meeting and objected to the 5 foot setback. The applicant has worked out a revised plan that is acceptable to the property owner on J Street which allows the proposed convenience store on the westerly portion of the property to have a 5 foot setback and the future addition to the east having a 5 foot setback on the portion immediately east of the convenience store up to an alignment with the rear of his residence and from that point, the building be setback 20 feet. Both property owners are now in concurrence with the setbacks proposed by the applicant.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

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ITEM Council Action Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

405 D. REQUEST TO RESCIND ZONING ACTION - Z-21-85 -
GREG MUNSELL, TRUSTEE

Application for reclassification of property generally located on the northwest corner of Roberta Lane and Decatur Boulevard.

From: N-U (Non-Urban)

To: R-3 (Limited Multiple Residence)

Proposed Use: Apartments

Planning Commission voted (4-2) to recommend APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve month time limit.
2. Installation of a 6 foot high wall along the west and north property line as required by the Department of Community Planning and Development.
3. Dedication of 30 feet of right-of-way for Roberta Lane as required by the Department of Design and Development.
4. Installation of street improvements on Roberta Lane and a sidewalk on Decatur Boulevard as required by the Division of Land Development of the Department of Community Planning and Development.

Staff Recommendation: DENIAL

PROTESTS: 1

PREVIOUS ACTION: At the May 15, 1985 City Council meeting, NOLEN moved to DENY; motion carried with MAYOR voting NO; Bunker excused.

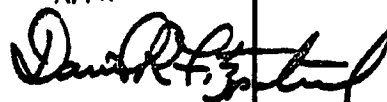
Lurie -
Motion to rescind action and place back on agenda for reconsideration carried unanimously.

Note: Harold Foster to notify surrounding property owners.

8/7/85 Agenda

Applicants were present

APPROVED AGENDA ITEM



To: The City Council SPECIAL MEETING - JULY 29, 1985

X.

Re: Community Planning and Development Agenda Item
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D. REQUEST TO RESCIND ZONING ACTION - Z-21-85 - GREG MUNSELL, TRUSTEE

This item was placed on the agenda at the request of Councilman Lurie for the Council to consider rescinding its previous denial action for R-3 zoning on property at the northwest corner of Roberta Lane and Decatur Boulevard. The site is presently zoned N-U and was annexed to the City last year. Prior to this R-3 request, an application for C-2 zoning for a used car lot was denied. The applicant was proposing to construct 21 units in one long (276 feet) two-story apartment building on the north side of the property. He has now revised his development plan for this apartment project and feels it is more compatible with the area. An R-E pattern exists to the west and there is C-2 further north on Decatur that extends from Rancho Drive. To the east is C-2 and to the south is R-E with an evolving C-1 pattern. Staff felt this segment of Decatur should be developed on a C-1 basis because of the developed R-E immediately to the west. The Planning Commission felt the application was compatible and required a 6 foot block wall along the north and west property lines.

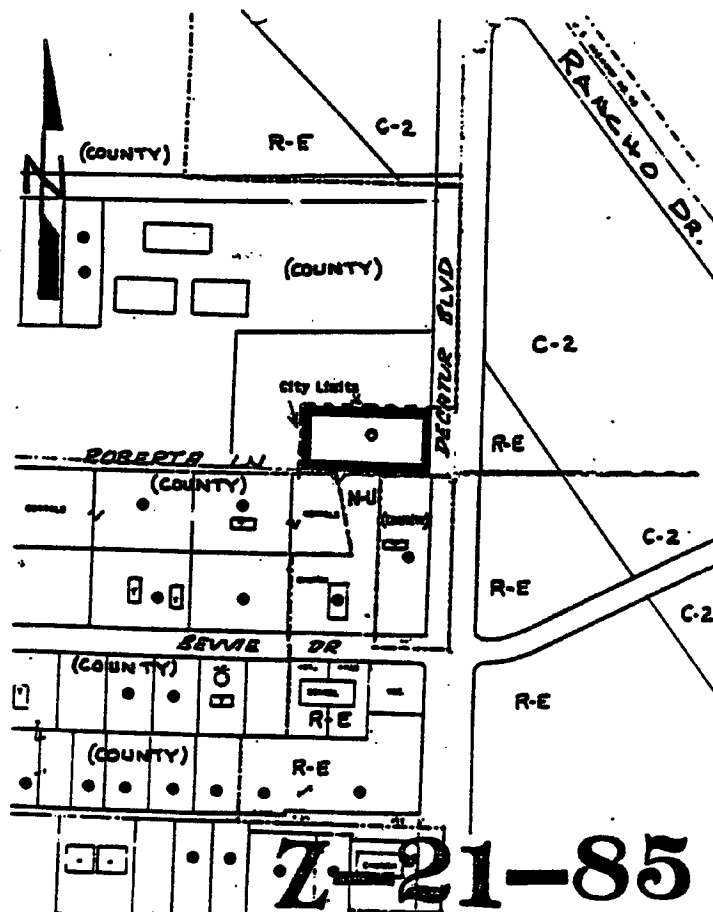
The Planning Commission and staff recommendations indicated below are on the previous action.

Planning Commission Recommendation: APPROVAL, compatible zoning for this segment along Decatur Boulevard

Staff Recommendation: DENIAL - it is felt this property should be developed on a C-1 basis.

PROTESTS: 1 (1 letter)

PREVIOUS ACTION: At the May 15, 1985 City Council meeting, NOLEN moved to DENY; motion carried with Mayor voting no; Bunker excused.



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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1407

E. SIX MONTH REPORT ON BUILDING AND SUBDIVISION
ACTIVITY FOR 1985

Report accepted

APPROVED AGENDA ITEM

David R. [Signature]

E. SIX MONTH REPORT ON BUILDING AND SUBDIVISION ACTIVITY

A report is submitted to the Council every six months on the number of new housing units constructed and the subdivision activity in the City. The housing activity was up 140% in the first half of 1985 as compared to the last half of 1984 and the subdivision activity was up 36%. The subdivision activity is measured in terms of the number of lots processed on tentative maps and final maps. There was approximately a 6% increase on lots processed on tentative maps and a 119% increase on final maps. The number of new housing units built in the first half of 1985 as compared to the last half of 1984 showed a 57% increase in single family homes, a 69% increase in condominium units and a 253% increase in multi-family units. It is interesting to note that almost half (45%) of the housing units constructed and a majority (63%) of the subdivision lots processed were located west of Decatur Boulevard.

A detailed breakdown of the above activity is as follows:

HOUSING UNITS BUILT FOR 1984-85

	<u>First Half 1985</u>	<u>Second Half 1984</u>	<u>Numerical Difference</u>	<u>Percent Difference</u>
Single Family	684	437	+247	+56.5%
Condominiums	66	39	+27	+69.2%
Mobile Homes	0	0	0	0
Multi-Family	1,221	346	+875	+252.9%
	<u>1,971</u>	<u>822</u>	<u>+1,149</u>	<u>+139.8%</u>

SUBDIVISION LOTS PROCESSED FOR 1984-85

	<u>First Half 1985</u>	<u>Second Half 1984</u>	<u>Numerical Difference</u>	<u>Percent Difference</u>
Tentatives	1,779	1,681	+98	+5.8%
Finals	1,358	621	+737	+118.7%
	<u>3,137</u>	<u>2,302</u>	<u>+835</u>	<u>+36.3%</u>

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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)	Street Name Change Pecos Road Community Profiles VAC-6-85 VAC-7-85 AMENDMENT MPSH - CARSON AVENUE AMENDMENT MPSH - FREEWAY	8/7/85 Agenda 8/7/85 Agenda 8/7/85 Agenda 8/7/85 Agenda 8/7/85 Agenda 8/7/85 Agenda 8/7/85 Agenda
F. SET DATE FOR PUBLIC HEARING ON ANY ITEM REQUIRING A PUBLIC HEARING THAT WAS ACTED UPON BY THE CITY PLANNING COMMISSION AT ITS JULY 11, 1985 MEETING.		
G. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE BOARD OF ZONING ADJUSTMENT MEETING HEARD JULY 8, 1985.	NONE	NONE

APPROVED AGENDA ITEM

David R. F. [Signature]

AGENDA

City of Las Vegas

July 17, 1985

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

ITEM

Council Action

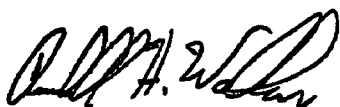
Department Action

XI. ADDENDUM ITEMS

NONE

NONE

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

July 17, 1985

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

ITEM

Council Action

Department Action

XII. CITIZENS PARTICIPATION

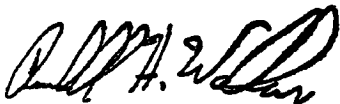
Items raised under this portion of the Agenda cannot be acted upon by the City Council until the notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

Nancy Geiger, 3121 Brady Street, appeared regarding suggestions relative to street people and persons suffering severe economic hardship.

Mayor Briare requested the City Manager to meet with her regarding her concerns.

MEETING ADJOURNED AT 2:15 P.M.

APPROVED AGENDA ITEM



SPECIAL MEETING
8:30 A.M.

July 23, 1985

AGENDA

City of Las Vegas

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

Page 1

ITEM	Council Action	Department Action
IV(a). ADMINISTRATIVE AGENDA ASHLEY HALL, CITY MANAGER	PRESENT: MAYOR BRIARE, COUNCILMEN LURIE AND NOLEN EXCUSED: COUNCILMEN BUNKER AND LEVY	
A. PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION GRANT APPLICATION TO ASSIST FAY LIMITED, INC.	Public Hearing held	7/29/85 Agenda at 4:00 P.M. Dr. Lonnie Sisson and Jack Ross appeared No one appeared in opposition.
B. DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING OF RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS.	Lurie - Motion directing the City Attorney to take all legal measures to prevent the entry of radio- active material into the City of Las Vegas carried unanimously. (Levy and Bunker excused) NOTE: Verbatim transcript made part of Final Minutes.	Staff to proceed Nancy Delabarre, NLV, was present. Dennis Bechtel, Clark County, was present
	MEETING ADJOURNED AT	9:08 A.M.

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 17th day of July, 1985, at the hour of 3:00 pm there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a SPECIAL MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 23rd, day of 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 Road;
3. In the Clark County Courthouse, 200 East Carson;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's Office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Council Chambers)

Joanne Perry
SIGNATURE

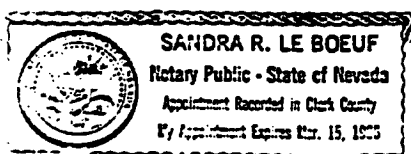
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

17th day of July, 1985

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

My Commission expires: 3-15-86



SPECIAL MEETING

JULY 23, 1985

CALL OF SPECIAL MEETING: A Special Meeting of the City Council of the City of Las Vegas, Nevada, is hereby called to be held in the City Manager's Conference Room, 10th Floor, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada on Tuesday, July 23, 1985, at the hour of 8:30 A.M. to consider the following agenda:

1. PUBLIC HEARING on the City of Las Vegas' Urban Development Action Grant Application to assist Fay Limited, Inc.
2. Discussion and consideration of Union Pacific Railroad's transporting of radioactive waste through the City of Las Vegas.

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) SS

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 18th day of July, 1985, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a SPECIAL MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 23rd day of 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).

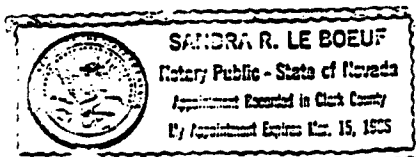
Joanne Perry
SIGNATURE (an employee in the Office
of the CITY CLERK)

Subscribed and sworn to before me this

18th day of July, 1985

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

My Commission expires: 3-15-86



NOTICE OF PUBLIC HEARING

JULY 23, 1985

NOTICE IS HEREBY GIVEN THAT on Tuesday, July 23, 1985, at the hour of 8:30 A.M. in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will conduct a Public Hearing relative to the City of Las Vegas' Urban Development Action Grant Application to assist Fay Limited, Inc.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said public hearing, or prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall, Las Vegas, Nevada.



CAROL ANN HAWLEY
CITY CLERK

AGENDA DOCUMENTATION

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGERSUBJECT: PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION GRANT APPLICATION
TO ASSIST FAY LIMITED, INC.PURPOSE/BACKGROUND

The purpose of this public hearing is to receive input from the public concerning a UDAG application on behalf of Dr. Lonnie Sisson, dba Fay Limited, Incorporated.

Dr. Sisson is part owner of a fifteen-acre parcel of land located at the northeast corner of "H" Street and Lake Mead Boulevard in the City of North Las Vegas.

The development of the site can be broken down into three phases:

Phase one consists of the construction of a 95,000 square foot shopping center. The major tenants would be a supermarket and a major drug store.

Phase two consists of constructing two free-standing fast-food buildings and a full service bank.

Phase three would be the construction of a two-story professional office building.

Dr. Sisson envisions phases one and two occurring simultaneously with phase three occurring at a later date.

Dr. Sisson has retained the services of LSM Venture Associates and Redevelopment Services Corp., both out of Chicago, Illinois, to assist in the development of this project.

It is expected that once completed, the project could generate a sizable number of permanent jobs.

FISCAL IMPACT

City of Las Vegas \$150,000 - share of local match with UDAG
City of North Las Vegas \$150,000 - share of local match with UDAG

Details of the financing will be presented by the developer at the public hearing.

RECOMMENDATIONS

This is one of two required public hearings; the date of the second one has been set by the City Council for the 29th of July, 1985 at 4:00 P.M.

Agenda Item

IV.(a) A.

SPECIAL MEETING - JULY 29, 1985

Date: July 22, 1985

AGENDA DOCUMENTATION

TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGERSUBJECT: DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING OF
RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS.PURPOSE/BACKGROUND

At the Governor's invitation, representatives of the City of Las Vegas, City of North Las Vegas, Clark County and Union Pacific Railroad met and discussed Union Pacific's planned transportation of radioactive waste through the Las Vegas urban area.

Councilman Ron Lurie strongly presented the City's position concerning the storage, transfer and transportation of radioactive waste in and through the heart of downtown Las Vegas. After lengthy debate, Union Pacific agreed not to store or transfer the material at their main downtown railroad yard.

Two alternatives were voiced.

One alternative would use rail space north of Las Vegas (Apex Peak, Ute, or the Valley Spur area) where storage and transfer would take place. Transportation of the hazardous material would be west from Craig Road to Rancho Road and then north to the Beatty site.

Although these alternatives would avoid bringing any radioactive material in or through the urbanized area, I was informed by Mr. Joe Gray of Union Pacific that these alternatives may have inherent factors making them unsafe.

Alternative two would place the storage and transfer site at Arden, south of the City, where the material would be unloaded and trucked over Mountain Pass through Pahrump and on to Beatty. This alternative would require the transportation of the radioactive waste through the City on its way to Arden.

Alternative one is deemed to be the best of the alternatives simply because none of the waste is transported through downtown. It is the City Manager's belief that the City Council should reject any alternative that cause hazardous radioactive material to be transported through the heart of Las Vegas.

FISCAL IMPACTRECOMMENDATIONS

It is therefore recommended that the City Council direct the City Attorney to take all legal measures to prevent the entry of radioactive material into the City of Las Vegas whatsoever.

Agenda Item

IV.(a) B.

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
OF RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS.

PAGE 1

MAYOR BRIARE:

Next, Ron, are you going to do this?

COUNCILMAN LURIE:

I think I'll start out, Mayor. On the next item, I asked it be placed on the agenda this morning so that we could have some discussion on Union Pacific's plan on bringing the nuclear waste into the downtown area. As you know, it's been quite a hot issue and one of the items that I think very important to the City is the fact that there's been other sites that have been recommended and I have to say that after the meeting we had with the Governor on Wednesday, there was never any indication at that meeting that we had agreed to another site. When we left that meeting, it was agreed upon that we would look at alternative sites, but I think the bottom line is we feel that we don't want the material to even come into the State of Nevada. I asked George, through Ashley, about obtaining a temporary restraining order keeping Union Pacific from bringing the material into the City of Las Vegas. I've also asked the City Attorney's office to draft an ordinance to the effect that it would prohibit any material coming into the City of Las Vegas. I think that my comments to Thalia Dondero were that whatever action their board took, we would be behind them a hundred percent if they felt that Arden is not a location acceptable to the County. I think that basically we have no alternative but to take whatever legal steps we can as a City to prevent this material from coming into the City and I think we should also request the Attorney General's office to file a suit against the State of New Jersey Environmental Protection Agency on sending that shipment to Nevada. I think it's imperative that we have to take whatever action legally we can to put this in the proper perspective as far as the legal fight to prevent this material from coming in because it's our opinion that once a shipment comes in, whether how small or how large, it's going to open the door for many more and I don't think we want that to happen to our community. So I want you to understand my feeling is, I don't want the material in the State of Nevada. I don't want it to come into the City of Las Vegas to affect possibly the health and welfare and safety of the

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
OF RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS. PAGE 2

COUNCILMAN LURIE:

people who live in our City, the tourists who visit our City or to the City employees who would be called out in case of an emergency in case of a spill to expose them to that material. So I bring this to your attention and I hope that you feel the way I do -- that we can agree, boardwise, to take whatever action necessary and maybe George could give us what alternatives we have legally and what we have to do to get the Attorney General to file a suit; and I think we have to go on to State courts. I know if we go into Federal courts sometimes we don't stand much of a chance because we're dealing with federal lands and federal regulations, but I think that maybe George might have some comments and give us some help and direction on how we can work to prevent this from happening in our community. You might have some comments, Mayor.

MAYOR BRIARE:

George, just before you do -- because I'm going to ask you a point too. I indicated to Councilman Lurie that I personally and I believe that I speak for the Board, commend you on the manner in which you represented the City's interest before these boards. I concur a hundred percent with you, Ron, and you'll remember when I first mentioned that to you, I also indicated, I'm still waiting for an answer and I think everybody in the State of Nevada is waiting for an answer to the question that you raised at one of the first meetings is that if this material is so safe -- you know, it's like safe and sane firecrackers. People have safe and sane firecrackers and then they have the other kind, they blow their hands off every fourth of July. Well, it's the other kind I think that we're equally as worried about here and the fact is that if it's so safe in New Jersey, and I'm not singling out and I know you're not singling out New Jersey -- that just happens to be the way the facts lay right now, that New Jersey is doing it, but I still have not ever had an answer to a question is -- that if that material is so safe, not only in the State of New Jersey but anywhere else, why can't they take care of themselves? Why must they send it to Nevada or the other two states? Whether they care or not, I don't

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
OF RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS. PAGE 3

MAYOR BRIARE: know. I've never heard anything objectionable put forth, at least that I've been able to read, from other -- the other two states who have dump sites and furthermore, I think there's a Congressional committee that has postponed action on the expiration date of the site at Beatty. Does anyone know if that's true or not true? In other words, I think in either 1986 or 1987 the permit expires in Beatty. So now's the time, of course, to dump everything into the State of Nevada and we, I think, on the City Council don't want to be dumped on and that's exactly what's happening and no matter what the -- are there any railroad representatives here?

COUNCILMAN LURIE: They were asked to --

MAYOR BRIARE: What a pity because if I'm going to say something derogatory about somebody, I like to have them right here.

COUNCILMAN LURIE: They were asked to be here this morning and they might be downstairs in the chambers.

MAYOR BRIARE: No, I just came from there and believe me, it's very empty.

COUNCILMAN LURIE: Okay.

CITY MANAGER HALL: They may be a little bit late too.

COUNCILMAN LURIE: They should have been on time.

MAYOR BRIARE: Well --

COUNCILMAN LURIE: The trains always run on time.

MAYOR BRIARE: As the Council members know, I have another meeting I have to go to in a few minutes, but, Ron, I totally concur with you and until we have an answer as to, you know, as why the people that create this waste material -- the ones that create it in the first place or the ones who discover it in their own home grounds, let them dispose of their solid wastes -- of their waste materials, pardon me, the same way the State of Nevada does -- like we'll do tomorrow if the test goes off. If

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IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
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MAYOR BRIARE:

there's any atomic residue, we're going to store it and I think that's more than enough to be called upon to do. Now if there's -- and the question I have before I ask Councilman Nolen for his comments, the question, George, I'm going to ask, in the event there's any lack of laws and I have a gut feeling that we don't have a good poker hand -- I hope we do, but if we don't, I want you to check for me, George, to see what emergency powers, if any, the Mayor of a City has with respect to items that we consider not in the best interest or for the public health of the community. See, since I've never really looked -- I seem to recall vaguely reading something about certain emergency powers and I don't want to -- you know, I don't want to start quoting something I'm not too sure about. So sometime in the next day or two maybe, you might find that out for me too in the event of all else failing.

CITY ATTORNEY OGILVIE:

I think whatever emergency powers you have do not extend as far as we're discussing this morning.

MAYOR BRIARE:

That's not the -- that's not the answer I was looking for.

CITY ATTORNEY OGILVIE:

I know. I know that and I'm afraid the things I'm about to say is not going to meet with an awful lot of favor from anybody in the room and I don't want it to be interpreted as any temerity on my part, but I think I have to be realistic in my advice to you. There are four major hurdles for the -- to the City's obtaining a restraining order, any one of which I think could be fatal. First of all, we have to establish that the material that would be brought in is hazardous. That's a threshold question and from all of the experts that I've seen quoted, that's going to be very difficult to establish. I had one of my deputies in Carson City last week going over transcripts of the hearings in the U.S. Ecology matter to see what sort of expert testimony was presented in that case to establish that low-level nuclear waste is in fact hazardous. We have got copies of those transcripts. Frankly, they're not too strong, but assuming that we can establish that the material is in fact hazardous, we run up against the situation

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
OF RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS. PAGE 5

CITY ATTORNEY OGILVIE:

that the whole area of regulation of hazardous waste within the State of Nevada has been preempted by the State. There are several permits that the statutes require, one of which is the inspection permit that's been tossed around in the newspapers. The Division of Health is in New Jersey now, I understand, inspecting the containers and proposed method of shipment in order to see whether or not that permit will be issued. I'm certain other permits, I think, that are required from the State, but whatever the situation is with those permits, the State Legislature has pretty well preempted all local authority over the shipment of hazardous waste through the State. That's the second major hurdle. The third major hurdle is the fact that whatever authority is not vested in the State has been preempted by the Federal Government. Again, we've got to overcome that hurdle and the fourth hurdle is, this is a shipment in interstate commerce and is protected by the commerce laws of the United States Constitution. I don't assess our chances of prevailing this litigation at all well. In fact it's my assessment that the best we could come out of it is avoiding sanctions of being imposed for filing a frivolous lawsuit. I know that's not going to meet with the approval of the critics of the proposed agreement, but I think that's about how the hog ate the cabbage.

COUNCILMAN LURIE:

Well my opinion -- my opinion, we really don't have any alternative but to take our chances with the litigation and tie it up and if the Federal courts or the State courts want to go ahead and issue the permits, then I have a clear conscience that I didn't have to have this come into the community and I want to take whatever action is necessary to prevent it from coming in because I think we have to fight them. If we lay down and let them bring in this first shipment, it's going to open the door for many more and I don't think that we want that to happen. It's just going to take one small little accident, one small spill, and that'd make wire service throughout the world that we had a problem in the downtown area with nuclear

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IV(a) ADMINISTRATIVE AGENDA

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COUNCILMAN LURIE:

waste and I don't think we need that. It's not right for the people who live here or the people who visit our City and I think we have to take what precautions we have to and if it means litigation, it means losing -- I'm willing to take that chance. We fight other cases in court and we win some and we lose some.

CITY ATTORNEY OGILVIE:

I'm not trying to talk you out of it. I just think that I have to advise you my assessment of our chances of winning and the consequences of losing.

COUNCILMAN LURIE:

I appreciate that. Right.

MAYOR BRIARE:

Let's ask New Jersey to hold up on their shipment for a week or two until we figure this out. Bob, do you have any comments on this?

COUNCILMAN NOLEN:

Yes. I think the radioactive material is just a small portion of the problem we've got. From what I understand, if there was a spill of this particular low-level radioactive material over there behind the Union Plaza, it would be a very small affected area. They'd send somebody in a special suit with a broom and sweep it out and that'd be the end of it. These chemical cars that come through here and the toxic chemicals and hazardous material that comes through on it, from what I understand, on a weekly basis. If there's a spill there, you're talking square miles we'll have to evacuate. I think we ought to instruct the Fire Chief to look into that -- in addition to the radioactive material, any toxic chemicals, any hazardous chemicals that come through that portion of downtown. I believe that he is supposed to have a report of that anyway, have advanced notice and I'd like to find out what those are and if there's a way we can stop them from setting them on the sidings and store them in their rail cars, I think we should do that. The radioactive material is something that just brought it to our attention, but since then, I've been looking into it and this is just a very small portion of it.

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IV(a) ADMINISTRATIVE AGENDA

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MAYOR BRIARE:

There's a lot more. And I believe when, I guess it was legislative permission, George, that gave all of this authority to the State except that which is held by the Federal Government -- when the legislature did this, I think they named or they indicated what that site was to be used for. That seems reasonable, doesn't it? They indicated what it's to be used for.

CITY ATTORNEY OGILVIE:

I don't think the State Legislature had anything to do with establishing the dump site at Beatty. I think that is under the jurisdiction of the Board of Health and I think probably --

MAYOR BRIARE:

When it was stored, it was distinguishable between the one at Beatty and the one that's operated up on Sunrise Mountain as a solid waste. There's a -- somehow or another it's distinguished.

CITY ATTORNEY OGILVIE:

Oh, certainly.

MAYOR BRIARE:

It's defined as -- designed to receive certain things and I think one of those certain things it's designed to receive is hazardous materials.

COUNCILMAN NOLEN:

George, I'd have to ask too -- you're saying we'd have difficulties establishing the hazardous nature. The fact that there's special handling, that they're using special precautions to handle it, doesn't that mean there's something hazardous to it?

CITY ATTORNEY OGILVIE:

I'm not an expert on it. All I know is what the experts say.

COUNCILMAN NOLEN:

I would certainly think that if there was nothing hazardous, they would just put it in boxes and set it out here. If they're using special precautions to handle it properly, I think that would indicate to me that there's something wrong with it and certainly the fact that New Jersey don't want it around there, would indicate there's something wrong with it.

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IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
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COUNCILMAN LURIE:

If it's not so dangerous, then maybe New Jersey should move it up to Atlantic City and sprinkle a little bit on the beach or dump it off the end of the pier up there and let their people worry about it. But I think that the recommendation that we have from the City Manager, Mayor, I'd like to -- I think we can do that today. Direct the City Attorney to take whatever legal measures are necessary to prevent the entry of radioactive material into the City of Las Vegas and also I think we have to direct the State, through the Attorney General's office, to file whatever legal measures he has authority to file to prevent this material from leaving New Jersey and coming to our State.

MAYOR BRIARE:

You know, maybe what we're looking for and I'm not trying to interpret what you've just said very clearly, Ron, but maybe what I'm looking for is something other than what I read as an account of the meetings that you attended where a representative of the railroad, whose credentials I know nothing about and whose scientific knowledge I know nothing about, got up probably and took a piece of paper and said, look there's nothing hazardous about this stuff and we're going to handle it right. We want to be a good neighbor. Well I know what my definition of a good neighbor is and that's one who doesn't want to bring this stuff into Nevada and I think that we here represent most of the good neighbors in Southern Nevada. So consequently, I'd like to hear from them and in the meantime, anything that's necessary to stop that shipment from coming across the borderlines be taken, but I would like to be able to establish for the record and for everybody's knowledge, thanks to the news media, that's somebody has come here, and even if they have to do it under oath, to tell us that this material has absolutely no side effects, no things that are not beneficial to the community and they won't be able to do it. They're not going to be able to stand up and say, there are no hazardous materials in here. There's nothing that's going to be harmful to your community. They won't be able to say it. Because if they could say it, they sure as heck aren't going to truck this stuff all the way from Atlantic City. Now what difference does it make whether it's Atlantic City or

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
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MAYOR BRIARE: Philadelphia or Miami Beach or North Dakota. As long as it's coming here, it doesn't make any difference. It's still just as bad. I'm not trying to zero in on Atlantic City.

COUNCILMAN LURIE: No, I know. Well, we could ask them to attend our meeting again on the 7th if you'd like the presentation from them --

MAYOR BRIARE: Could we do that?

COUNCILMAN LURIE: But I'd still would like to instruct the City Attorney whatever measures are necessary now because those trains are being loaded now and they could be leaving the station in the meantime on their way out here and I think we have to do everything we can to say, keep them there until such time as you get your questions answered or the State gets their questions answered as far as the permit. We have to do that.

COUNCILMAN NOLEN: I would ask that we instruct staff to make sure that that invitation to the Union Pacific representatives is a formal invitation in writing.

MAYOR BRIARE: I think that's already --

COUNCILMAN NOLEN: Well it's just to be sure and that way they can't say they didn't get notified.

MAYOR BRIARE: We cannot direct the Attorney General to do anything can we?

CITY ATTORNEY OGILVIE: No. I discussed with him and more frequently -- more recently, his deputy that advises the Division of Health. It's the Attorney General's opinion -- position, at least last week and the week before, that if the State Division of Health issues these permits, then it's the duty of the Attorney General to uphold the State's action, to act as his advocate of the State's action. He felt that he couldn't very well join in a suit if the permits are issued. To the best of my knowledge, the permits have not been issued and I'm not sure either how many permits have to be issued. I know that the one inspection permit

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
OF RADIOACTIVE WASTE THROUGH THE CITY OF LAS VEGAS. PAGE 10

- CITY ATTORNEY OGILVIE: has to be gotten and from our reading the statute, there very likely may be more permits, but the one we discussed is the inspection permit and it was the Attorney General's opinion and his deputy's that if the Division of Health issues that permit, their hands are pretty well tied as far as trying to prevent the shipment into the State.
- COUNCILMAN NOLEN: Would we have recourse against the State then, issuing the permit perhaps in State court?
- CITY ATTORNEY OGILVIE: You mean to attempt to enjoin?
- COUNCILMAN NOLEN: The City, the Board of Health or whoever has jurisdiction to issue those permits, would we have recourse there to prohibit or to enjoin or perhaps prevent them from --
- CITY ATTORNEY OGILVIE: We've discussed that and certainly that's a possibility. I think --
- COUNCILMAN NOLEN: We'd be held to the same standard of establishing the hazardous nature material?
- CITY ATTORNEY OGILVIE: That's right. There's some advantages from doing that. I discussed this with the Deputy Attorney General of trying to enjoin the issues of the permit. There are some tactical reasons why I'm not so sure that's a good idea, but certainly it's a possibility. We've looked into and continue to examine.
- COUNCILMAN NOLEN: Well I'm sure if there's a way, George, you'll find it for us. Did you have a motion?
- COUNCILMAN LURIE: I had a motion. I think we have to be in the State court to stand any kind of a chance to prevent this from coming into the City. I don't think we stand much of a chance, like George says, in Federal court. I'd like him to start working on it because we need the consensus of the Board.
- MAYOR BRIARE: You don't need a motion -- you don't need a motion to continue looking into this, do you, George?

TRANSCRIPT - SPECIAL MEETING - JULY 23, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND CONSIDERATION OF UNION PACIFIC RAILROAD'S TRANSPORTING
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CITY ATTORNEY OGILVIE:

I think, I think there should be some motion directing me to take the action either at this meeting or the meeting of the 7th. I think it'd be more appropriate since it is on the agenda now -- we're going to have to file the lawsuit before the 7th.

MAYOR BRIARE:

It's only because -- right here we're trying to weigh something because of our Open Meeting laws we've not discussed heretofore and some of these comments that you've made, George, as our legal advisor, I listen to and my sympathy is with Councilman Lurie and go ahead and do anything that's necessary to stop this, but, you know, I'm not one to go to court just for the sake of going to court and end of losing. You know, I don't want to be -- I don't want to be held responsible for some frivolous action because of all the material. I think that any judge -- I should hope that any judge would be agreeable to allowing a City Government to check credentials, to look into the matter a little bit further then what's been done here. There was an opportunity to do it, but nobody from the railroad who seems to be, you know, the mysterious sponsors of this project -- how they came into the picture we didn't know until we read about it, is that not so? And there has to be something wrong with a State that can foister something like this on the largest City in the State of Nevada and, you know, it's too bad for the people out at Arden. I saw them on television where they were complaining and saying, why dump on us, but yet I don't feel so bad about it being out in Arden as I do right here in Las Vegas. I can understand how they feel out there too.

COUNCILMAN LURIE:

But still to get to Arden you still have to come through downtown and that could be some changes of crew, so really; Mayor, I believe that it's imperative that we take some action today to direct the City Attorney because of the fact that these trains are being loaded and I believe that they're ready to leave next week to start coming out to Nevada and I think that we have to -- August 7th is, in my estimation, too late and maybe a special meeting, but I think today's the time that George could start working on whatever he needs to to get this

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COUNCILMAN LURIE: into one of the courts or get the State to enjoin us or get the -- and I'm sure that the County -- they're meeting tomorrow and I'm not trying to second guess what the County's going to do, but I would almost bet that they're going to take the same action that we do today.

MAYOR BRIARE: Do you have a motion?

COUNCILMAN LURIE: Yes, I have a motion.

MAYOR BRIARE: The motion in effect is to ask you to proceed in the State courts. Someone -- someone -- there's got to be some relief where they can stop something coming into the State of Nevada at the borderline. I can't get into California if I've got a bunch of old apples and oranges in the back trunk of my car and I don't know of anything hazardous about apples and oranges. So if someone's going to come into the State of Nevada with something that's worse than apples and oranges, there should be a way to stop them. Those in favor say "aye."

COUNCILMAN LURIE: Aye.

COUNCILMAN NOLEN: Aye.

MAYOR BRIARE: Aye. Are there any opposed? It's unanimous by the members present. (Levy and Bunker excused) Anything else to bring up.

CITY MANAGER HALL: Only one other point I think the news media should understand and that's the alternatives that were proposed by Union Pacific Railroad. There's been some misunderstanding -- inhibitions as to what the result of the meeting was that -- in Governor Bryan's office and if you want to comment on that, Ron.

COUNCILMAN LURIE: Well the only thing that was said at that meeting is that they would look at other alternatives, but the bottom line is we don't want the material at all and that when we left the meeting, there was no indication that any particular site was being agreed

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COUNCILMAN LURIE:

upon, that we would just have open lines of communication and discussion on alternatives and I think that the Arden site now, from the amount of information that I've been reading in the media about -- the people out there don't want it. The people at Apex probably don't want it now. I think that we don't really have a spot that's agreeable to anybody on accepting these shipments and I think that's the indication that we've been seeing in the papers -- that we have laid down and we have looked at other alternatives. I don't really believe that's the case. As indicated today, we're going to fight this thing all the way to the end.

COUNCILMAN NOLEN:

I think we ought to at least notify North Las Vegas if they're not aware of alternative number one where they'll be trucking in --

COUNCILMAN LURIE:

Nancy's here.

COUNCILMAN NOLEN:

Oh, okay, I see her -- trucking it from Craig Road, you know, I'm sure they don't want it trucked through your town either.

NANCY DELABARRE:

We don't either, but we're having our meeting tomorrow afternoon for it to make a policy.

COUNCILMAN LURIE:

Let us know.

MAYOR BRIARE:

Do you have any hints? -

NANCY DELABARRE:

Yes, I think it'll go just like yours. We don't want it either.

MAYOR BRIARE:

Just tell them to hold it in New Jersey for awhile.

COUNCILMAN LURIE:

Okay.

MAYOR BRIARE:

Thank you, ladies and gentlemen.

COUNCILMAN LURIE:

Thank you.

END OF DISCUSSION

AGENDA

City of Las Vegas

SPECIAL MEETING
JULY 29, 1985
4:00 P.M.
ADJOURNED AT 4:30 P.M.

Page 1

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

ITEM	Council Action	Department Action
IV(a). ADMINISTRATIVE AGENDA ASHLEY HALL, CITY MANAGER	PRESENT: Councilmen Levy, Nolen and Bunker EXCUSED: Mayor Briare and Councilman Lurie	
A. PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION GRANT APPLICATION TO ASSIST FAY LIMITED, INC.	Public Hearing held	<u>Appearances</u> Dr. Sisson, Jack Ross Vincent Lane Ronald Gatton No one appeared in opposition
B. DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS DEFINING THEIR RESPECTIVE ROLES RELATIVE TO THE URBAN DEVELOPMENT ACTION GRANT APPLICATION TO ASSIST FAY LIMITED, INC.	Nolen - APPROVED amended agreement as recommended, subject to City Attorney's opinion covering the legality of using City money as matching funds for grant. Unanimous (Briare & Lurie excused)	Staff to proceed
C. RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT THE URBAN DEVELOPMENT ACTION GRANT ON BEHALF OF FAY LIMITED, INC.	Nolen - APPROVED resolution, subject to City Attorney's opinion covering the legality of using City money as matching funds for grant and the execution by North Las Vegas of the interlocal agreement. Unanimous (Briare & Lurie excused) NOTE: A Verbatim transcript of the entire meeting will be made a part of the Final Minutes.	Staff to proceed

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) SS

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 18th day of July, 1985, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a SPECIAL MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 29th 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).

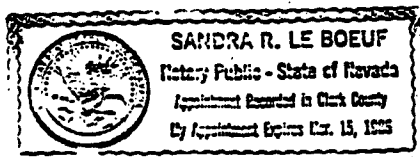
Joanne Perry
SIGNATURE (an employee in the Office
of the CITY CLERK)

Subscribed and sworn to before me this

18th day of July, 1985

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

My Commission expires: 3-15-86



CITY COUNCIL MINUTES - JULY 17, 1985 - SPECIAL MEETING - JULY 23, 1985 AND
SPECIAL MEETING - JULY 29, 1985
AFFIDAVIT OF POSTING

0214

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA }
COUNTY OF CLARK } ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 17th day of July, 1985, at the hour of 1:45 pm there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a SPECIAL MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 29th, 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 Road;
3. In the Clark County Courthouse, 200 East Carson;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's Office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Council Chambers)

Joanne Perry
SIGNATURE

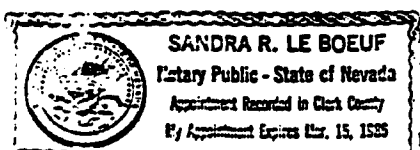
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

17th day of July, 1985

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

My Commission expires: 3-15-86



SPECIAL MEETING

JULY 29, 1985

CALL OF SPECIAL MEETING: A Special Meeting of the City Council of the City of Las Vegas, Nevada, is hereby called to be held in the City Manager's Conference Room, 10th Floor, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada on Monday, July 29, 1985, at the hour of 4:00 P.M. to consider the following agenda:

1. PUBLIC HEARING on the City of Las Vegas' Urban Development Action Grant Application to assist Fay Limited, Inc.
2. Discussion and possible action on an Interlocal Agreement between the City of Las Vegas and the City of North Las Vegas defining their respective roles relative to the Urban Development Action Grant Application to assist Fay Limited, Inc.
3. Resolution authorizing the City Manager to submit the Urban Development Action Grant on behalf of Fay Limited, Inc.

AGENDA DOCUMENTATION

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION GRANT
APPLICATION TO ASSIST FAY LIMITED, INC.

PURPOSE/BACKGROUND

The purpose of this public hearing is to receive input from the public concerning a UDAG application on behalf of Dr. Lonnie Sisson, dba Fay Limited, Incorporated.

Dr. Sisson is part owner of a fifteen-acre parcel of land located at the northeast corner of "H" Street and Lake Mead Boulevard in the City of North Las Vegas.

The development of the site can be broken down into three phases:

Phase one consists of the construction of a 95,000 square foot shopping center. The major tenants would be a supermarket and a major drug store.

Phase two consists of constructing two free-standing fast-food buildings and a full service bank.

Phase three would be the construction of a two-story professional office building.

Dr. Sisson envisions phases one and two occurring simultaneously with phase three occurring at a later date.

Dr. Sisson has retained the services of LSM Venture Associates and Redevelopment Services Corp., both out of Chicago, Illinois, to assist in the development of this project.

It is expected that once completed, the project could generate a sizable number of permanent jobs.

FISCAL IMPACT

City of Las Vegas	\$ 150,000 - share of local match with UDAG
City of North Las Vegas	\$ 150,000 - share of local match with UDAG
City of North Las Vegas	\$7,000,000 - Economic Development Bonds
Federal	\$1,500,000 - Urban Development Action Grant

Details of the financing will be presented by the developer at the public hearing.

RECOMMENDATIONS

Consider approval of the cooperative agreement between the Cities of Las Vegas and North Las Vegas. Also, after taking into account comments made at both public hearings and the cooperative agreement, authorize staff to proceed with the application.

Agenda Item

IV.(a) A.

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM A - PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION
GRANT APPLICATION TO ASSIST FAY LIMITED, INC.

PAGE 1

COUNCILMAN LEVY:

The first item on our agenda is a public hearing on the City of Las Vegas' Urban Development Action Grant application to assist Fay Limited, Inc. Mr. Blue, are you going to handle it?

RICHARD BLUE:

Yes, I will. This is the second public hearing, which is required by law, for a UDAG application in the amount of \$1,500,000. The project site is a 15 acre site located on the corner of "H" and Lake Mead Boulevard in the City of North Las Vegas. The project will consist of a construction of a 95,000 square foot plus shopping center with major tenants being a supermarket and perhaps a major drug store. I think at this time it would be appropriate to hear comments from the developer and his consultant. Dr. Sisson.

COUNCILMAN LEVY:

Doctor Sisson.

DOCTOR SISSON:

Thank you very much. I'd like to introduce Mr. Vincent Lane who will describe the project to you.

VINCENT LANE:

Thank you, Doctor Sisson.

COUNCILMAN LEVY:

Please give us your name, address, etc.

VINCENT LANE:

I'm Vincent Lane. I'm president of Urban Services and Development, Inc., Chicago, Illinois. With me is my associate, Ronald Gatton, who's president of Redevelopments Services Corp., Chicago, Illinois. We're development consultants for Fay Limited and have worked with Dr. Sisson and Mr. Ross in putting together this project. The project basically is a 95,000 square foot center. We expect construction costs to run about 3.8 million dollars. We expect our soft costs to run about 3.5 million dollars. for a total development cost of 7.8 million dollars. Financing for the center is comprised of a UDAG, 1.5 million dollars; owner equity, \$900,000; City match, which is involved with a pocket of poverty UDAG application, of \$300,000 and an IRB tax-empt issue of 5.15 million dollars. We have obtained a letter of intent from a supermarket operator out of Chicago, who was in last weekend, Buddy Bear Foods. He operates three stores now and has signed a 15-year lease to operate a 40,000 square foot store in another center that we developed in Chicago. He will be the anchor tenant. We've also engaged the Real Corporation to lease up the remainder of the center. We -- they provided us with a market study which indicated that the area would support approximately 110,000 square feet of commercial

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM A - PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION
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VINCENT LANE:

space. After some thorough considerations, we decided to go below that number and come in at 95,000 square feet. Why do we think -- why do we think that the center will work and will be successful? Because of the incentives that we've built into our development proforma. We're figuring our rents for Buddy Bear Foods at a base of \$5.25 a square foot. The base for the pharmacy \$6.50 a square foot. Now, now that's an annual figure. Additionally, we have budgeted to cover up to \$1.50 of their operating costs. Now, normally I think in Las Vegas and in Clark County, the leases are all net, net, net. So a buck and a half off that \$5.25 really gets us into the range where we can attract tenants and give them an opportunity, at least in their early years, to get on their feet and to build up their -- their customer base. We think the area is largely unserved and based upon an opinion poll which was taken by the City of North Las Vegas, the residents would actively support a well done and well thought out shopping center at this location. That's basically -- that's basically it.

COUNCILMAN LEVY:

What kind of financial statement does Buddy Bear have or --

VINCENT LANE:

Buddy Bear has a net worth, I think, of about a half of million dollars in the entity, in the corporation. They have personal assests substantially in excess of that.

COUNCILMAN NOLEN:

What do you project as the employment impact on the community?

VINCENT LANE:

We're looking at over 200 jobs, about 205 I think.

COUNCILMAN LEVY:

Did you say the owner equity is 900,000 -- 15 acres?

VINCENT LANE:

No, the site -- the whole site that's owned by Fay Limited is 15 acres. This parcel is about 8 acres.

COUNCILMAN LEVY:

And that's worth 900,000?

VINCENT LANE:

That's worth about 400,000.

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM A - PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION
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COUNCILMAN LEVY: Where's the other half million dollars equity that you're talking?

VINCENT LANE: Well, the other half million dollars equity will come from Fay Limited and/or limited partners which will be brought into a partnership.

COUNCILMAN LEVY: 400,000 represents the 8 acres?

VINCENT LANE: 400,000 represents the 8 acres.

COUNCILMAN LEVY: You have a --

VINCENT LANE: That's about \$1.15 a square foot, \$1.13 I think.

COUNCILMAN LEVY: Umhum. About 50,000 an acre.

VINCENT LANE: Now we have engaged an appraiser, a Gary Kent, to appraise the property and he's in the process of preparing a formal appraiser, although he's given us an idea of what the land is worth.

DOCTOR SISSON: Mr. Levy, if I may?

COUNCILMAN LEVY: Yes, Doctor Sisson.

DOCTOR SISSON: Mr. Kent had been asked to appraise the property and I guess due to this Aladdin situation that came up all of sudden was the reason for the delay, but that is in process at the current time.

COUNCILMAN LEVY: I guess what bothers me, to be honest with you, in analyzing it, your main tenant is this Buddy Bear Foods who are out of Chicago. It's very unusual for a company to open one grocery store 2,000 miles away; and the financial statement they have is not very strong, but I guess, you know, the main lender will have to really worry about that I guess more so than us. I just worry that it's really putting -- you're not getting much leverage, Doctor. You know, this isn't a zoning matter where we could discuss that. This is more so a situation of economics and I just question the economics in a situation of that nature.

VINCENT LANE: You know one of the problems, Mr. Levy, that we've had in this area and that is, as you well know with your business that some of the problems we've had in West Vegas in particular and to be able to get persons to come into minority areas has been very difficult .

COUNCILMAN LEVY: I appreciate that.

VINCENT LANE: So that is one of the reasons we've had to go out-of-state to get that. I understand what you're saying, but that is the reason.

COUNCILMAN LEVY: Would you start this project without the lease, without a formal lease signed by these people?

VINCENT LANE: No.

COUNCILMAN LEVY: You'll be sure you have a formal lease signed?

DOCTOR SISSION: Yes.

VINCENT LANE: I might just add that the lender will not -- I mean we will not issue these bonds without having sufficient leases, pre-leases signed in place before the bonds are issued.

COUNCILMAN LEVY: Is this going to be up to you to release these bonds or your company?

VINCENT LANE: No, the bonds will be purchased by Benton and Company out of Knoxville, Tennessee. They're an underwriter out of Knoxville, Tennessee.

COUNCILMAN LEVY: Will they be -- will they be -- the half million dollar financial statement of this company -- will that be sufficient for them to operate? In other words, will they feel comfortable?

VINCENT LANE: Yes. Well, primarily because they're operating now and they've just been approved for another 40,000 square foot store in Chicago. This operator operates exclusively -- he's Italian, but he operates exclusively in minority areas and operates a clean -- I mean a very clean store.

COUNCILMAN LEVY: And he wants a few more.

VINCENT LANE: And he wants a few more.

COUNCILMAN LEVY: Listen, I want to see this succeed and I'm not trying to be a -- very negative of it. It's just these questions, you know, when I'm not wearing -- when I'm wearing my other hat, I certainly would have these questions to ask if I were trying to put a situation like this together.

VINCENT LANE: And clearly, if we had identified a local supermarket operator, quality local supermarket operator, to come to that location, we would have preferred that.

COUNCILMAN LEVY: I appreciate that.

VINCENT LANE: There is no question about it.

COUNCILMAN LEVY: I just hope that these people --

VINCENT LANE: But it's the incentives -- if you'll look at the way we set up the proforma, I mean, we're giving them maximum opportunity to make it by coming to Vegas.

COUNCILMAN LEVY: But 2,000 miles away is pretty tough.

VINCENT LANE: That's right, but you know, what we're looking at is identifying local managers. He's working right now to line up a distribution -- he's a member of Certified in Chicago and I think Certified has a distribution center in San Bernadino.

COUNCILMAN LEVY: They come up here. I'm an old groceryman.

VINCENT LANE: Right.

COUNCILMAN LEVY: Very old and grew up in the business and they're in. So is A.M. Lewis.

VINCENT LANE: So that's what we -- that's what we have to work with. I'll tell you, I'd be happy to have Skaggs or someone like that rather than Buddy Bear and -- but that's what we're left with.

COUNCILMAN LEVY: I appreciate that. Well let's hope that they're as good as they can be. Is there any questions from --

VINCENT LANE: But they have an excellent track record in Chicago.

RON GATTON: If I may add just a word?

COUNCILMAN LEVY: What is -- please state your name and address.

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ITEM A - PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION
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RON GATTON:

Ron Gatton, 1 East Wacker Drive, Chicago, Illinois. We have a little bit of a sort of a mechanical problem in terms of how the UDAG program works because you have to have a set of commitments of sorts in place to submit to the Federal Government, but as a practical matter, no grocer or any other potential tenant in the center is going to sign a lease until we have all aspects of the financing in place and can tell them exactly what the terms will be etc. So I think we're looking at a situation here in terms of who can we make -- who is available to us that has confidence in us and that we're experienced with and is experienced in the UDAG program who can provide a commitment that is acceptable to the UDAG program in terms of allowing us to get into that competition and that's really the situation we're at here. I feel very strongly that because of the way Buddy Bear operates in Chicago, in the toughest neighborhoods in Chicago, and provides a quality product at very decent prices that they would, in fact, be an asset to the community, but we'll have to review that when the --

COUNCILMAN LEVY:

Not knowing their operation, I will take that for granted. All I questioned was the 2,000 miles. I just have not heard of a chain taking that kind of steps.

VINCENT LANE:

It's an unusual operator.

COUNCILMAN LEVY:

God bless them.

VINCENT LANE:

If you look at the locations he operates in, in Chicago, you'd know he's an unusual operator.

COUNCILMAN LEVY:

That's fine. I'm sure there's a few stores in Watts that some would like to sell him. Is there any questions from the Board?

COUNCILMAN BUNKER:

What does the market study indicate on your full service bank? I noticed that the proposal is that it's phase II and it's free standing. Free standing banks now are kind of on their way out. Most of them the cost is too high and perhaps that could be moved into phase I and not make it free standing and bolster the economic return on this project. What's your position on that?

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

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ITEM A - PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION
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VINCENT LANE:

Well, again what we did, we set down with Frank Consiglio at Real and tried to get his feel for what services are missing in the area and one was, of course, a financial institution and we thought that -- he thought that maybe he could get a branch of a bank or an S & L to lease space there. That is not something that is firm or fixed. It's something that we see as needed in the community as a service that's absent in the community and one that we'd like to try to provide.

COUNCILMAN BUNKER:

You don't think it could be moved into phase I as part of the initial construction and not make it free standing, but just part of it.

VINCENT LANE:

Well, now that is part of phase I.

COUNCILMAN BUNKER:

Well I understood that as I read the backup material that it says phase II consists -- my backup says phase II consists of constructing two free standing fast food buildings and a full service bank.

VINCENT LANE:

I'm not sure where that's coming from, but we do have a couple out pads. One of them conceivably could be a free standing bank. Phase II on the balance of this site -- what we would -- it doesn't relate to this project at all, but what we would like to do is some housing on phase -- on the balance of the site. We've got two out pads. One of them could be used for a--

COUNCILMAN BUNKER:

Am I looking at the site plan here?

VINCENT LANE:

Right. Those fronting Lake Mead, yes.

COUNCILMAN LEVY:

Any other questions?

COUNCILMAN BUNKER:

No.

COUNCILMAN LEVY:

Is there anybody that'd like to add any other --

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

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ITEM A - PUBLIC HEARING ON THE CITY OF LAS VEGAS' URBAN DEVELOPMENT ACTION
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VINCENT LANE: I think maybe where the confusion was -- JMA gave us a couple schemes initially one of which had the bank outlined on it and we -- we, you know, went through those schemes and came up with this final configuration of the center.

COUNCILMAN LEVY: Give me the breakdown on the money again.

VINCENT LANE: Breakdown on the money is -- one second. UDAG, a million and a half; owner equity, 900,000; the local City match, 300,000 and the tax-exempt IRB, 5 million 155.

ROSE MCKINNEY: The 100,000 is a part of the million five?

VINCENT LANE: What?

ROSE MCKINNEY: That 300,000 match?

VINCENT LANE: No.

COUNCILMAN LEVY: It's over 8 million?

VINCENT LANE: Yes. The total is 7.855 million.

CITY ATTORNEY OGILVIE: 7.555?

VINCENT LANE: 7.855.

COUNCILMAN BUNKER: Those are North Las Vegas IRB's?

COUNCILMAN LEVY: No.

VINCENT LANE: They're North Las Vegas IRB's.

COUNCILMAN LEVY: Okay.

COUNCILMAN BUNKER: And 150 of the 300 is North Las Vegas matching funds?

VINCENT LANE: That's right.

COUNCILMAN LEVY: Is there anybody else who'd like to speak for or against this project? I should ask that question. Anybody negative? Hearing none, we'll close the public hearing.

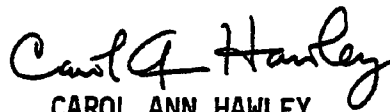
END OF DISCUSSION

NOTICE OF PUBLIC HEARING

JULY 29, 1985

NOTICE IS HEREBY GIVEN THAT on July 29, 1985, at the hour of 4:00 P.M. in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will conduct a Public Hearing relative to the City of Las Vegas' Urban Development Action Grant Application to assist Fay Limited, Inc.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said public hearing, or prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall, Las Vegas, Nevada.


CAROL ANN HAWLEY
CITY CLERK

AGENDA DOCUMENTATION

Date: July 29, 1985

TO:

The City Council

FROM:

ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS DEFINING THEIR RESPECTIVE ROLES RELATIVE TO THE URBAN DEVELOPMENT ACTION GRANT APPLICATION TO ASSIST FAY LIMITED, INC.

PURPOSE/BACKGROUND

The City of Las Vegas has been requested by Dr. Lonnie Sisson, a principal of Fay Limited, Inc., to assist in obtaining an Urban Development Action Grant (UDAG) for development of a shopping center.

This is a unique request in that the project site, a fifteen-acre parcel of land, is located within the jurisdiction of the City of North Las Vegas. The City of North Las Vegas is not an UDAG eligible city. However, the site is adjacent to the City of Las Vegas' approved "pocket of poverty" area.

The Interlocal Agreement defines the responsibilities and obligations of the Cities of Las Vegas and North Las Vegas. This agreement should only be approved contingent upon:

- A. The issuance by North Las Vegas or on North Las Vegas' behalf of the bonds in an aggregate principal amount of not to exceed \$7,000,000;
- B. The procuring by the City of Las Vegas of the grant in the amount of \$1,500,000;
- C. The contribution to the project by the developer, in cash or in kind, or a combination thereof, of equity which has a minimum value of \$2,500,000; and
- D. The presentation to the parties by the developer of a firm commitment from at least one "anchor" tenant for the project.

FISCAL IMPACT

None

RECOMMENDATIONS

It is the recommendation of the City Manager that this Agreement be approved subject to the contingencies.

Agenda Item

IV.(a) B.

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS DEFINING THEIR
RESPECTIVE ROLES RELATIVE TO THE URBAN DEVELOPMENT ACTION GRANT
APPLICATION TO ASSIST FAY LIMITED, INC.

PAGE 1

COUNCILMAN LEVY:

The second item on our agenda today is discussion and possible action on an inter-local agreement between the City of Las Vegas and the City of North Las Vegas defining their respective roles relative to the Urban Development Action Grant Application to assist Fay Limited, Inc.

RICHARD BLUE:

Councilman, since the project is located in the City of North Las Vegas and there's some financial obligation on the part of both entities and the fact that North Las Vegas is currently not a UDAG eligible city, the City of Las Vegas was asked to lend their eligibility for the UDAG program in support of this project. In order to do that, we asked our City Attorney to draft an interlocal agreement which defines the obligations and responsibilities of both the cities of Las Vegas and North Las Vegas. We ask that this interlocal agreement be supported. You will have some comments from Mr. Ogilvie on his concerns about the interlocal agreement.

COUNCILMAN LEVY:

Yes, sir.

CITY ATTORNEY OGILVIE:

I have a concern whether or not the City of Las Vegas can spend its money in aid of the development which is situated in North Las Vegas, speaking specifically of the \$150,000 matching funds. We --

COUNCILMAN LEVY:

Are you concerned about the fact, legally, we can do it?

CITY ATTORNEY OGILVIE:

Yes.

COUNCILMAN LEVY:

Okay.

CITY ATTORNEY OGILVIE:

I've prepared the agreement in that manner, but I am not in a position now to say, "yes" or "no" whether it's legal to use City funds as part of the match. If this agreement is approved, it's my recommendation that it be approved subject to my further review of whether or not it is legal for the City to put up a hundred and a half for matching funds. Also, the figures which this gentleman has just presented are somewhat different than figures that were presented to me and which

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS DEFINING THEIR
RESPECTIVE ROLES RELATIVE TO THE URBAN DEVELOPMENT ACTION GRANT
APPLICATION TO ASSIST FAY LIMITED, INC.

PAGE 2

CITY ATTORNEY OGILVIE: are included in the agreement, so the agreement would have to be amended to reflect these new figures. It was contemplated at the time the agreement was prepared that the project would be in the neighborhood of 11 million and now it's been cut down to something less than 8 million. Subject to my reservations about the legality of using City funds as a match and change in the figures set forth in the agreement, I have no other comments.

COUNCILMAN LEVY: Is there anybody else want to make comments? Mr. --

COUNCILMAN NOLEN: I'll have the motion --

COUNCILMAN LEVY: Wait a minute. Do you have a comment?

COUNCILMAN BUNKER: Just to ask a question of the City Attorney. Since you don't have that legal opinion and since we have a regularly scheduled meeting on the 7th, would it --

COUNCILMAN NOLEN: We have a time problem.

COUNCILMAN BUNKER: Do we have a time problem, Mr. Ogilvie?

RICHARD BLUE: The application has to be postmarked by the 31st of July.

COUNCILMAN BUNKER: That's a time problem. .

COUNCILMAN NOLEN: I'll make the motion, subject the motion to final approval by George that it is legal. I think that would solve our time problem. It would also --

COUNCILMAN LEVY: Also, we have to change quite a few of these numbers throughout the --

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS DEFINING THEIR
RESPECTIVE ROLES RELATIVE TO THE URBAN DEVELOPMENT ACTION GRANT
APPLICATION TO ASSIST FAY LIMITED, INC.

PAGE 3

VINCENT LANE:

I might just add, we originally had proforma a 125,000 square foot center and then as a result of the Real Corporation market study and then discussions with Mr. Consiglio, we decided to go with 95,000 square feet.

COUNCILMAN LEVY:

For the record, who is Fay Limited?

VINCENT LANE:

Fay Limited. The general partners of Fay Limited are Dr. Sission and Jack Ross and they have about, I think 7 or 8 limited partners. Are all of them local?

JACK ROSS:

One local, Dan Mahoney.

VINCENT LANE:

And Dan Mahoney.

JACK ROSS:

We have three in the east and one up in Washington.

COUNCILMAN LEVY:

And they represent the 900,000?

JACK ROSS:

That's right.

COUNCILMAN LEVY:

Or do they represent the 400,000?

VINCENT LANE:

Both. They own the property and they are also the developers of the property.

COUNCILMAN LEVY:

And they're going to put in the other half million bucks?

VINCENT LANE:

They will put in or we may expand it and add additional limited partners.

COUNCILMAN NOLEN:

But they in itself will be responsible.

VINCENT LANE:

That's right and they have the financial capacity and have submitted their financial statements to the City.

COUNCILMAN NOLEN:

George, is that motion sufficient to protect us and get the ball rolling?

CITY ATTORNEY OGILVIE:

Yes.

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM B - DISCUSSION AND POSSIBLE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS DEFINING THEIR
RESPECTIVE ROLES RELATIVE TO THE URBAN DEVELOPMENT ACTION GRANT
APPLICATION TO ASSIST FAY LIMITED, INC.

PAGE 4

COUNCILMAN NOLEN: Okay.

CITY ATTORNEY OGILVIE: Yes, I -- once we get the train off the track,
I'll have time to get --

COUNCILMAN NOLEN: Or on the track? (laughter)

CITY ATTORNEY OGILVIE: I'll have time to get this resolved in short order.

COUNCILMAN LEVY: Your motion is now in order. Will you please
make it.

COUNCILMAN NOLEN: I did.

COUNCILMAN LEVY: Does everybody understand the motion? I'll
call for the question. All in favor?

COUNCILMAN NOLEN: Aye.

COUNCILMAN BUNKER: Aye.

COUNCILMAN LEVY: Aye. Post. Motion carried. (Motion carried
unanimously with Briare and Lurie excused)

END OF DISCUSSION

TRANSCRIPT - SPECIAL CITY COUNCIL MEETING - JULY 29, 1985

IV(a) ADMINISTRATIVE AGENDA

ITEM C - RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT THE URBAN
DEVELOPMENT ACTION GRANT ON BEHALF OF FAY LIMITED, INC.

PAGE 1

COUNCILMAN LEVY:

The third item is a resolution authorizing the City Manager to submit the Urban Development Action Grant on behalf of Fay Limited, Inc.

RICHARD BLUE:

Mr. Chairman, staff recommends that this resolution be adopted. It's a resolution that authorizes staff to proceed with the application process. However, in view of the comments just made by Mr. Ogilvie, we would suggest that you direct staff, if the resolution passes, not to submit the application until the legal question of the -- has been addressed and also not until the inter-local agreement has been executed by North Las Vegas.

COUNCILMAN NOLEN:

I make the motion to FOLLOW THE RECOMMENDATIONS OF STAFF.

COUNCILMAN LEVY:

Any comments?

COUNCILMAN BUNKER:

Fine.

COUNCILMAN LEVY:

We have a motion --

COUNCILMAN BUNKER:

Make sure those two conditions are very clear.

RICHARD BLUE:

Yes, sir.

COUNCILMAN LEVY:

All those in favor.

COUNCILMAN NOLEN:

Aye.

COUNCILMAN BUNKER:

Aye.

COUNCILMAN LEVY:

Aye. Opposed. Motion carried. (Motion carried unanimously with Briare and Lurie excused.) Good luck, gentlemen.

END OF DISCUSSION

THIS COOPERATIVE AGREEMENT, made and entered into this 9th day of August, 1985, by and between 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 singly as "CLV" and "NLV", respectively, and collectively as the "Parties");

W I T N E S S E T H:

WHEREAS, Fay Limited, a Nevada limited partnership doing business as Vegas West Shopping Center (the "Developer" herein), proposes to construct, at a cost of not to exceed \$8,000,000, a shopping center which will consist of approximately ninety-five thousand square feet of rentable space (the "Project" herein) at the intersection of Lake Mead Boulevard and Englestad Street within the corporated boundaries of NLV, which NLV represents and warrants to CLV will be eligible, as a "pockets of poverty" project, for an Urban Development Action Grant (the "Grant" herein) from the United States Department of Housing and Urban Development ("HUD" herein); and

WHEREAS, the Parties support and endorse the Project and desire to use their best efforts to assist the Developer in financing the construction thereof; and

WHEREAS, it is proposed that the sources of financing for the construction of the Project, and the amount which will be made available by each, consist of the following:

<u>SOURCE</u>	<u>AMOUNT:</u>
NLV Economic Development Revenue Bonds	\$5,155,000.00
The Grant, plus the Matching Funds as hereinafter defined	\$1,800,000.00
The Developer (in cash or in kind)	<u>\$ 900,000.00</u>
TOTAL	\$7,855,000.00

and;

WHEREAS, in order to qualify for the Grant, the Parties are required by 24 CFR 570.466(c)(2) to contribute, in cash, an

(the "Matching Funds" herein), of the amount of the Grant; and

WHEREAS, the Parties desire each to contribute an amount not to exceed \$150,000.00 in satisfaction of their obligation to provide the Matching Funds; and

WHEREAS, the Parties desire, by this Cooperative Agreement, to provide for their respective rights and obligations with respect to the Project and the Grant;

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

1. NLV agrees to issue, or to request the Director of the Nevada Department of Commerce, pursuant to NRS 268.593, to issue on its behalf, Economic Development Revenue Bonds in an aggregate principal amount of not to exceed \$5,155,000.00 (the "Bonds" herein) to assist in the financing of the construction of the Project and to provide in the proceedings with respect thereto and in the documents which are executed in connection therewith, in the event that NLV issues the Bonds directly, that a trustee be appointed to be responsible for the receipt and disbursement of the proceeds from the sale of the Bonds and for the collection from the Developer and the payment to the bondholders of the annual installments of the principal of and interest on the Bonds or, in the event that the Director of the Nevada Department of Commerce issues the Bonds on NLV's behalf, that said Director or a trustee, at said Director's option, shall be responsible for the receipt and disbursement of the proceeds from the sale of the Bonds and for the collection from the Developer and the payment to the bondholders of the annual installments of the principal of and interest on the Bonds.

2. CLV agrees to apply to HUD for the Grant in the amount of \$1,500,000.00, the proceeds of which, plus the Matching Funds, will be used also to assist in the financing of the construction of the Project.

NLV agrees to pay to CLV an amount not to exceed \$150,000.00, and CLV agrees to contribute a similar amount and to apply the aggregate thereof in satisfaction of the Parties' obligation to provide a local contribution in the amount of twenty percent (20%) of the amount of the Grant.

4. CLV shall arrange with the Developer a schedule for the repayment by the Developer to CLV of the amount of the Grant and Matching Funds, pursuant to 24 CFR §570.466(c)(3)(iii), and the Parties agree that the first \$300,000.00, or such portion thereof as shall be equal to the amount of the Matching Funds, which CLV receives from the Developer in such repayment shall be divided equally between CLV and NLV, and, thereafter, all of the monies which CLV receives from the Developer in respect of the Project shall belong to CLV, to be used by it in accordance with the HUD regulations or as is otherwise authorized by HUD.

5. NLV shall allocate all of the monies which it receives pursuant to paragraph 4 above and an amount which is equal to a significant portion of the net increase in its property tax revenues over its current property tax revenues which results from the Project to the area in which the Project is situate for economic and community development purposes and for the direct benefit of low- and moderate-income residents of said area.

6. CLV shall have the right, at any time and from time to time, to inspect the payroll records of the Developer and each of the tenants of the Project in order to permit it to satisfy its obligation of ensuring that at least seventy-five percent (75%) of whatever permanent jobs initially result from the Project are provided to low- and moderate-income persons and that at least fifty-one percent (51%) of whatever permanent jobs initially result from the Project are provided to low- and moderate-income residents of the area in which the Project is situate.

7. It is understood and agreed that the obligations which are imposed upon the Parties hereby are contingent upon the fulfillment of the following conditions:

- SPECIAL MEETING - JULY 29, 1985
- A. The issuance by NLV or on NLV's behalf of the Bonds in an aggregate principal amount of not to exceed \$5,155,000.00;
- B. The procuring by CLV of the Grant in the amount of \$1,500,000.00;
- C. The contribution to the Project by the Developer, in cash or in kind, or a combination thereof, of equity which has a minimum value of \$900,000.00; and
- D. The presentation to the Parties by the Developer of a firm commitment from at least one "anchor" tenant for the Project.

0235

In the event that any or all of the foregoing conditions have not been fulfilled within one hundred eighty (180) days following the execution hereof, this Cooperative Agreement, and each of said obligations, shall thereupon automatically terminate and be of no further force or effect, unless the same is extended by the mutual consent of the Parties, and the Parties shall be restored to their respective former positions.

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

CITY OF LAS VEGAS

By

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Sandra Le Boeuf
SANDRA LE BOEUF, Acting City Clerk

CITY OF NORTH LAS VEGAS

By

James K. Seastrand
JAMES K. SEASTRAND, Mayor

ATTEST:

Esther V. Borden
ESTHER V. BORDEN, City Clerk

CERTIFIED COPY

This is hereby certified a true and correct copy.

Esther V. Borden
City Clerk
City of North Las Vegas
Clark County, Nevada

Date: 8/9/85

AGENDA DOCUMENTATION

TO:
The City Council

FROM:
ASHLEY HALL
CITY MANAGER

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO SUMBIT THE URBAN DEVELOPMENT ACTION
GRANT ON BEHALF OF FAY LIMITED, INC.

PURPOSE/BACKGROUND

Though eligible, the City of Las Vegas has never participated in the UDAG program. The UDAG represents a grant to the City which we may in turn loan to an eligible developer at a rate and term we deem appropriate. The UDAG funds are used to leverage an existing private sector commitment. The repayment is tailored to the economics of the project. The developer must be able to show that "but for" the infusion of these funds the project could not move forward.

In this instance the financing would be used to construct a 95,000 square foot shopping center. The owner is seeking an Economic Development Bond issuance of \$7,000,000 but requires an additional \$1,500,000 to complete the project.

The project site is located in the City of North Las Vegas on a fifteen-acre parcel adjacent to the City of Las Vegas' approved "pocket of poverty" area. The City of North Las Vegas is not eligible to participate in the UDAG program. Consequently, the City of Las Vegas was asked to lend its eligibility status on behalf of this North Las Vegas project.

Under current HUD guidelines, the City of Las Vegas is eligible to apply for the \$1,500,000. As a result of its special "pocket of poverty" designation, however, the City must match that request and contribute 20% or \$300,000.

The local contribution will be equally shared by both the City of Las Vegas and the City of North Las Vegas, \$150,000 each.

HUD requires every City participating in the UDAG program to structure a reasonable repayment schedule.

The Resolution authorizes staff to begin the process for submitting a UDAG application to the U. S. Department of Housing and Urban Development.

FISCAL IMPACT

\$1,500,000
\$ 150,000

Urban Development Action Grant
local match - City of Las Vegas' share

RECOMMENDATIONS

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

Agenda Item

IV.(a) C.

1 A RESOLUTION OF THE CITY COUNCIL OF
2 THE CITY OF LAS VEGAS, NEVADA, AUTHORIZING
3 THE SUBMISSION OF AN APPLICATION TO THE
4 U.S. DEPARTMENT OF HOUSING AND URBAN
5 DEVELOPMENT FOR FUNDING UNDER THE URBAN
6 DEVELOPMENT ACTION GRANT PROGRAM.

7 WHEREAS, the Housing and Community Development Act of 1974
8 (P.L. 93-383) was amended in 1977 to include the Urban Development Action
9 Grant (UDAG) Program; and

10 WHEREAS, the Housing and Community Development Act of 1974
11 (P.L. 93-383) was further amended in 1979 to include a "Pockets of Poverty"
12 provision to the UDAG Program; and

13 WHEREAS, the Nevada Community Development Program Law, Section
14 268.745, et seq., of the Nevada Revised Statutes, authorizes municipalities
15 to participate in the Federal Community Development Block Grant Program; and

16 WHEREAS, the Nevada Community Development Program Law conveys to
17 municipalities powers necessary or appropriate to carry out a Community
18 Development Program; and

19 WHEREAS, the UDAG Program is an extension of the Federal Community
20 Development Block Grant Program; and

21 WHEREAS, the City of Las Vegas desires and is eligible to participate
22 in the UDAG Program, under the "Pockets of Poverty" provisions; and

23 WHEREAS, the City of Las Vegas has identified an eligible project
24 in the construction of a shopping center on behalf of Fay Limited, a limited
25 partnership; and

26 WHEREAS, the Project site is in the City of North Las Vegas on a
27 parcel of land adjacent to a City of Las Vegas "Pockets of Poverty" area;
28 and

29 WHEREAS, The City of North Las Vegas, is not eligible to participate
30 in the UDAG Program,

31 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
32 Las Vegas, Nevada, that;

1. The City Manager is hereby authorized to make application
to the U.S. Department of Housing and Urban Development for UDAG funds in
the amount of \$1,500,000.00 for the benefit of Fay Limited.

1 2. The cities of Las Vegas and North Las Vegas agree to equally
2 share in the funding of the local match of twenty percent (20%) as required
3 by the UDAG regulations.

4 3. The Mayor is authorized to sign and execute the application on
5 behalf of the City of Las Vegas.

6 4. The City Manager and the Department of Economic and Urban
7 Development are hereby authorized to submit any such additional information
8 and documentation as may be required by the U.S. Department of Housing and
9 Urban Development.

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PASSED ADOPTED AND APPROVED this 29th day of July, 1985.


RON LURIE, MAYOR PRO TEM

ATTEST:


Sandra R. LeBoeuf, Acting City Clerk

Handwritten:
7-31-85