

Agenda Item 3



**STATE OF NEVADA
COMMISSION ON ETHICS**
<http://ethics.nv.gov>

**MINUTES
of the meeting of the
NEVADA COMMISSION ON ETHICS**

The Commission on Ethics held a public meeting on
Wednesday, September 21, 2022, at 9:30 a.m.
at the following location:

**Nevada State Capitol Building
Old Assembly Chambers
101 N. Carson Street, Second Floor
Carson City, NV 89701**

Zoom Meeting Information

<https://us06web.zoom.us/j/87355171728?pwd=MEEx1SnI2M3hrZHg5WFBmQURyVk9kUT09>

Zoom Meeting Telephone Number: 720-707-2699 *

Meeting ID: 873 5517 1728

Passcode: 832099

These minutes constitute a summary of the above proceedings of the Nevada Commission on Ethics. A recording of the meeting is available for public inspection at the Commission's office.

1. Call to Order and Roll Call.

Chair Kim Wallin, CPA, CMA, CFM appeared in-person in the Old Assembly Chambers in Carson City and called the meeting to order at 9:30 a.m. Vice-Chair Brian Duffrin also appeared in-person. Commissioners Teresa Lowry, Esq., James Oscarson and Thoran Towler, Esq. appeared via Zoom videoconference. Commissioners Barbara Gruenewald, Esq. and Amanda Yen, Esq. were excused. Commissioner Damian Sheets, Esq. was absent. Present for Commission staff in Carson City were Executive Director Ross E. Armstrong, Esq., Commission Counsel Tracy L. Chase, Esq., Associate Counsel Elizabeth J. Bassett, Esq., and Executive Assistant Kari Pedroza. Senior Legal Researcher Darci Hayden appeared via Zoom videoconference.

2. Public Comment.

There was no public comment.

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3. Approval of Minutes of the August 17, 2022, Commission Meeting.

Chair Wallin stated that all Commissioners were present for the August Commission Meeting and could consider the minutes.

Vice-Chair Duffrin moved to approve the August 17, 2022, Commission Meeting Minutes as presented. Commissioner Towler seconded the motion. The Motion was put to a vote and carried unanimously.

4. Discussion and approval of a Proposed Stipulation concerning Ethics Complaint Nos. 19-088C and 22-026C regarding Bartolo Ramos, Former Public Works Director (current County Manager), Lander County, Nevada.

Chair Wallin introduced the item and turned it over to Vice-Chair Duffrin to act as presiding officer for this item.

Vice-Chair Duffrin confirmed the item would consider Ethics Complaint No. 19-088C and 22-026C (Ramos) and a consolidated Proposed Stipulation. He further acknowledged that proper notice had been provided to the subject and waivers were received by the Commission in the cases. Vice-Chair Duffrin noted that the Review Panel in Ethics Complaint Case No. 19-088C consisted of herself, and Commissioners Oscarson and Sheets and pursuant to NRS 281A.220(4), these review panel members would be precluded from participating in this item. He verified that in Ethics Complaint Case No. 22-062C no review panel was held, and all Commissioners may participate and vote on that case.

Vice-Chair Duffrin asked the parties in Ethics Complaint Case No. 19-088C to identify themselves for the record. Rebecca Bruch, Esq. appeared in-person on behalf of Mr. Bartolo Ramos ("Ramos") for Ethics Complaint Case No. 19-088C and Brian Hardy, Esq. appeared via Zoom videoconference on behalf of Ramos for Ethics Complaint Case No. 22-026C. Ramos was in attendance via Zoom videoconference. Associate Counsel Elizabeth J. Bassett, Esq. appeared on behalf of Executive Director Armstrong before the Commission in this matter.

Associate Counsel Bassett provided an overview of the Proposed Stipulation as it pertained to Ethics Complaint Case Nos. 19-088C and 22-026C (Ramos). The Complaint in Ethics Complaint Case No. 19-088C alleged that Ramos, in his position as Public Works Director for Lander County, directed county contracts to a company owned by his sister and her domestic partner and violated NRS 281A.400 subsections (1), (2), (3), (4), (6) and (7) and NRS 281A.420 subsections (1) and (3) and NRS 281A.430. On June 16, 2021, the Review Panel consisting of 3 members of the Commission on Ethics concluded that the facts established credible evidence to support a determination that just and sufficient cause existed for the Commission to render an opinion in the matter regarding alleged violations of NRS 281A.400 subsections (1), (2), (3) and NRS 281.420 subsections (1) and (3). The Review Panel dismissed allegations pertaining to NRS 281A.400 subsections (4) and (7), and NRS 281A.430. On June 15, 2022, the Commission considered dispositive motions and granted judgment in favor of the Executive Director finding one violation of NRS 281A.400 subsection (3) and twelve violations of NRS 281A.420 subsection (1). The Commission order was not final and did not determine whether the violations were willful or non-willful. These matters were directed to be considered in another meeting, to be scheduled.

The Complaint in Ethics Complaint Case No. 22-026C alleged that Ramos, in his position as County Manager for Lander County, benefited his spouse's non-profit employer through the lease of Lander County property without a proper disclosure or abstention and violated NRS 281A.400 subsections (1), (2), and (7) and NRS 281A.420 subsections (1) and (3).

In lieu of an adjudicatory hearing, the parties submitted a Proposed Stipulation for the Commission's approval, a copy of which was provided in the Commission's meeting materials. In Ethics Complaint Case No. 19-088C, the Proposed Stipulation outlined that Ramos' action constituted a single willful violation of the Ethics Law, implicating the provisions of NRS 281A.400 subsection (3) and a single violation of the Ethics Law, implicating the provisions of NRS 281A.420 subsection (1). The other eleven violations of NRS 281A.420 subsection (1) were dismissed by stipulation of the parties. The Proposed Stipulation further outlined the imposition of \$2,500 civil penalty for each willful violation and the total civil penalty amount of \$5,000 due to the Commission by February 20, 2024. Ramos further agreed to complete in-person Ethics Training within ninety (90) days of the execution of the Stipulation. In Complaint Case No. 22-026C, the Stipulation outlined that upon approval, the Commission agreed to hold the case in abeyance and to voluntarily dismiss the case with prejudice by order of the Chair upon Ramos' completion of all requirements under the Stipulation.

Associate Counsel Bassett thanked Mr. Ramos, both his counsel Ms. Bruch and Mr. Hardy for their cooperation and patience in the resolution of these matters.

Ramos' counsel, Rebecca Bruch Esq. thanked the Commission and Commission staff for their collaborative efforts and stated that the Stipulation was the right resolution for the matter.

Ramos' counsel, Brian Hardy Esq. shared his appreciation of the time of the Commission and the efforts of those who participated and engaged in this process.

Vice-Chair Duffrin called for a motion in the matter of Ethics Complaint Case No. 19-088C (Ramos) and identified the Commissioners who could act in this matter as Vice-Chair Duffrin and Commissioners Lowry and Towler.

Commissioner Lowry made a motion in Ethics Complaint Case No. 19-088C to accept the terms of the Stipulated Agreement as presented by the parties to resolve Case No. 19-088C and direct Commission Counsel to finalize the Stipulation in appropriate form. Commissioner Towler seconded the motion. The Motion was put to a vote and carried as follows:

Chair Wallin:	Abstain. (Review Panel Member)
Vice-Chair Duffrin:	Aye.
Commissioner Lowry:	Aye.
Commissioner Oscarson:	Abstain. (Review Panel Member)
Commissioner Towler:	Aye.

Vice-Chair Duffrin called for a motion in the matter of Ethics Complaint Case No. 22-026C (Ramos) and confirmed that all Commissioners could participate in this matter.

Chair Wallin made a motion to approve the terms of the Stipulated Agreement for subject Ramos as it applies to resolve Case No. 22-026C and authorize Commission Counsel to finalize the legal form of Stipulation and other matters relating thereto. Commissioner Lowry seconded the motion. The Motion was put to a vote unanimously.

5. Discussion and approval of a Proposed Stipulation concerning Ethics Complaint No. 22-055C regarding Daniel J. Coverley, Sheriff, Douglas County, Nevada.

Chair Wallin introduced the item and confirmed that a Review Panel was not held in this matter and all Commissioners could participate in this item. She further confirmed that proper notice was provided to the subject and waivers were received by the Commission in this matter.

Chair Wallin asked the parties to identify themselves for the record. Associate Counsel Elizabeth J. Bassett, Esq. appeared on behalf of Executive Director Armstrong before the Commission in this matter and subject Daniel J. Coverley ("Coverley") appeared via Zoom videoconference.

Associate Counsel Bassett provided an overview of Ethics Complaint Case No. 22-055C (Coverley) and the Proposed Stipulation. The Complaint alleged that Coverley used the accoutrements of his office, specifically his Sheriff's uniform, to benefit his personal interest in support of a political campaign and violated NRS 281A.400 subsection (7). In Coverley's written response to the complaint allegations, Sheriff Coverley accepted full responsibility for his actions acknowledging that he did not review the ethics statute prior to wearing his uniform to a political endorsement event. Sheriff Coverley waived his right to a review panel and agreed to the Proposed Stipulation submitted for the Commission's approval and provided in the meeting materials.

The Proposed Stipulation outlined that Coverley's actions constitute one violation of NRS 281A.400 subsection (7), this violation would not be deemed a willful violation based upon the consideration and application of the statutory mitigating criteria set forth in NRS 281A.775. The Proposed Stipulation further outlined that Coverley agreed to schedule Ethics Training with the Executive Director within one hundred twenty (120) days of the execution of the Stipulation. Another term included in the Stipulation is the requirement that Coverley agrees to ensure an Acknowledgment of Ethical Standards form is properly filed for his term as Sheriff following the 2018 election.

Coverley shared his appreciation for the Commission's consideration and patience and apologized for his mistake. He promised to consult the Commission in future matters.

Vice-Chair Duffrin thanked staff and Sheriff Coverley for their coordination of the resolution. He noted Sheriff Coverley's accountability of the matter and expressed his appreciation of the Sheriff's cooperation with the investigation. Chair Wallin echoed Vice-Chair Duffrin's comments.

Vice-Chair Duffrin made a motion to approve the Proposed Stipulation for Complaint Case No. 22-055C for Sheriff Coverley and authorize Commission Counsel to finalize the legal form of Stipulation and other matters relating thereto. Commissioner Towler seconded the motion. The Motion was put to a vote and carried as follows:

Chair Wallin:	Aye.
Vice-Chair Duffrin:	Aye
Commissioner Lowry:	Aye.
Commissioner Oscarson:	Aye.
Commissioner Towler:	Aye.

6. Report by Executive Director on agency status and operations, and possible direction thereon. Items to be discussed include, without limitation:
- Outreach and Education
 - Budget Building Status
 - Quarterly Case Log

Executive Director Armstrong disclosed for the record that at the direction of the Commission Chair he included a competitive salary enhancement in the budget proposal which could benefit his pecuniary interest as all Commission staff positions are included in the enhancement.

Commission Counsel Chase disclosed for the record that included in the Executive Director's report was a competitive salary enhancement proposal for Commission staff positions which could affect her personal interests. She confirmed she had provided notice of her retirement and that it is unlikely that the matter would affect her personal interest, however, she noted the potential conflict for the record and confirmed that she would abstain on any matters relating to her salary.

Outreach and Education: Executive Director Armstrong noted the Commission's growth on both LinkedIn and Twitter social media platforms. He informed the Commission of his targeted posts highlighting the Advisory Opinion process on each social media platform. Executive Director Armstrong shared his proposed media outreach campaigns for the following months with the Commission.

Executive Director Armstrong provided information on recent trainings conducted such as presentations to the Southern Nevada Chapter of International Code Council. He thanked Associate Counsel Bassett for providing the Ethics in Government Law presentation at the Nevada Civil Attorneys Conference in Lake Tahoe. Executive Director Armstrong outlined upcoming trainings scheduled before the Gaming Control Board, the UNLV Public Professionals and POOL/PACT training requested by Rebecca Bruch.

Executive Director Armstrong informed the Commission of the online training system implementation status.

Budget Building Status: Executive Director Armstrong reiterated that the Commission submitted four budget enhancement units to the Administrative Services Division (ASD) for consideration for the FY 2024 – 2025 Biennial Budget request. The enhancements include funds for a public information officer position, competitive salaries for Commission staff, investigatory resources and travel restoration to pre-COVID expenditures. Executive Director Armstrong acknowledged that ASD recommended a work program for improved internet services to establish budgetary authority.

Vice-Chair Duffrin asked a clarifying question regarding the competitive salary enhancement and Executive Director Armstrong offered to provide a position salary breakdown to the Commissioners via electronic email following the meeting.

Chair Wallin asked a clarifying question regarding the salary enhancement fiscal year discrepancy and Executive Director Armstrong stated that he would research the issue and provide follow up information to the Commission.

Quarterly Case Log Status: Executive Director Armstrong referenced the Quarterly Case Log provided in the meeting materials noting that all cases from 2019 were resolved, one case remaining from 2020 will be resolved in the next month and the majority of 2021 cases have been resolved. He stated that the Commission has set a good pace in processing cases in a timely manner and shared his appreciation of the Commission's time in determining jurisdiction and considering case resolutions.

Commissioner Oscarson thanked Executive Director Armstrong for his thorough report.

Vice-Chair Duffrin moved to accept the Executive Director's agency status report as presented. Commissioner Oscarson seconded the motion. The motion was put to a vote and carried unanimously.

7. Presentation of draft Annual Report for direction from the Commission, including delegation of authority to the Chair in coordination with staff to prepare a final document for approval at the next Commission meeting.

Executive Director presented the Fiscal Year 2022 Annual Report revised draft included in the Meeting Materials and asked for feedback and direction from the Commission on the Commission's goals for the upcoming fiscal year to be included in the Annual Report.

Commissioner Lowry shared that she had no additions or revisions to the Annual Report and commended Executive Director Armstrong on his work on the Annual Report.

Commissioner Towler stated that the goals as presented in the Annual Report were an improvement on those previously presented. He also thanked the Executive Director for his work on the Annual Report.

Commissioner Oscarson deferred the matter to Vice-Chair Duffrin since the Vice-Chair requested at the previous Commission meeting the consideration and approval of the Commission's goals for the upcoming fiscal year.

Vice-Chair Duffrin clarified that his intention with regard to the Commission's goals were not necessarily to refine them but to ensure that all Commissioners were comfortable with the proposed goals. He stated that he is comfortable with the goals included in the Annual Report.

Vice-Chair Duffrin asked that Commission staff members be listed on page 5 of the Annual Report along with the Commissioners.

Chair Wallin shared that she appreciated the shortened, easier to read version of the Annual Report and the inclusion of additional graphs. She requested that the cases listed in the Appendices be sorted by Main Topic. Chair Wallin asked that clarifying language be included in the graph footnotes. She requested that social media growth include all of June 2022.

Commissioner Lowry made a motion to accept the 2022 Annual Draft Report format as presented. Commissioner Oscarson seconded the motion. The motion was put to a vote and carried unanimously.

Chair Wallin thanked Executive Assistant Pedroza for her contributions to the Annual Report. She also thanked Commission staff for their assistance with the Annual Report.

Commissioner Oscarson echoed the Chair's sentiments.

8. Discussion of the ongoing Commission branding project including review of fact-finding survey and possible direction to the Executive Director on branding and logo design development.

Chair Wallin introduced the item and asked Executive Director Armstrong to present the results of the branding survey.

Executive Director Armstrong presented the results of the branding fact-finding survey provided in the meeting materials and asked for feedback and direction from the Commission pertaining to the Commission's customer and the imagery of the Commission's for brand.

Commissioner Towler shared his view that all the citizens of the state of Nevada are customers of the Commission and as such deserve to be treated fairly under ethics laws. He provided further that overall, the brand should portray that we live in a state where ethics matter and are taken seriously.

Commissioner Lowry commented that the Commission's customers are the citizens of Nevada as well as public employees and elected officials and vision of the customers represented as 3 pillars supporting the rule of law.

Commissioner Oscarson shared his opinion that the branding process was beneficial to the Commission. He proposed the brand highlight that the Commission of Ethics is a responsive and active presence in the state of Nevada. Commissioner Oscarson also offered that the brand communicates the Commission's mission of transparency and integrity.

Vice-Chair Duffrin stated that the brand development discussion is an important moment in the Commission's history. He further added his opinion that the Commission's purpose is to serve its customer who he views as the Commission's stakeholders which include the public, as well as public officers and employees and the services provided are listed in the Commission's statutes. Vice-Chair Duffrin discussed the imagery of the logo and emotional connotations. He proposed the Commission's image reflect trust and integrity.

Chair Wallin commented that her fellow Commissioners articulated the Commission's customer and brand well. She shared that the Commission's customer is the general public and public employees. Chair Wallin expressed that she would lean toward abstract imagery in the logo but also likes the emblem.

Executive Director Armstrong outlined the next steps in the brand development process and stated that he would provide sample logos for the Commission's consideration at an upcoming Commission meeting.

Vice-Chair Duffrin made a motion to direct the Executive Director to continue developing the Commission's branding project consistent with the Commission's discussion and provide brand options at a future meeting for either additional direction or approval. Commissioner Oscarson seconded the motion. The motion was put to a vote and carried unanimously.

9. Commissioner Comments on matters including, without limitation, identification of future agenda items, upcoming meeting dates and meeting procedures. No action will be taken under this agenda item.

Vice-Chair Duffrin thanked the member of the public in attendance for attending the Commission meeting.

Chair Wallin noted that the Commission will hold its next meeting on October 19 in Las Vegas.

10. Public Comment.

There was no public comment.

11. Adjournment.

Commissioner Oscarson made a motion to adjourn the public meeting. Commissioner Lowry seconded the motion. The Motion was put to a vote and carried unanimously.

The meeting adjourned at 10:39 a.m.

Minutes prepared by:

[/s/ Kari Pedroza](#)

Kari Pedroza
Executive Assistant

[/s/ Ross Armstrong](#)

Ross Armstrong, Esq.
Executive Director

Minutes approved October 19, 2022:

Kim Wallin, CPA, CMA, CFM
Chair

Brian Duffrin
Vice-Chair

DRAFT

Agenda Item 4



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Qiong Liu**, former City Manager,
City of North Las Vegas,
State of Nevada,

Ethics Complaint
Case No. 19-126C

Subject. /

PROPOSED
STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 19-126C before the Nevada Commission on Ethics ("Commission") concerning Dr. Qiong Liu ("Liu"), former City Manager of the City of North Las Vegas, State of Nevada.

2. **JURISDICTION:** At all material times, Liu served as City Manager of the City of North Las Vegas, State of Nevada and was a public officer as defined in NRS 281A.160. The Ethics in Government Law ("Ethics Law") set forth in NRS Chapter 281A gives the Commission jurisdiction over elected and appointed public officers and public employees whose conduct is alleged to have violated the provisions of the Ethics Law. See NRS 281A.280. Accordingly, the Commission has jurisdiction over Liu in this matter.

3. **PROCEDURAL HISTORY BEFORE COMMISSION**

a. On February 13, 2020, the Commission issued an *Order on Jurisdiction and Investigation* in Ethics Complaint No. 19-126C ("Ethics Complaint"), alleging that Liu violated NRS 281A.400(1), (2), (6), (7) and (9) and NRS 281A 420(1) and (3).

b. On February 13, 2020, staff of the Commission issued a *Notice of Complaint and Investigation* under NRS 281A.720(2), stating the allegations.

c. In lieu of an adjudicatory hearing before the Commission, Liu and the Commission now enter into this Stipulated Agreement.

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4. STIPULATED FACTS: At all material times, the following facts were relevant to this matter:¹

a. Liu was initially hired by the City of North Las Vegas ("City") in May 2005 to be the City Engineer and Deputy Public Works Director. In September 2013, Liu was promoted to Deputy City Manager and in May 2014 her title was changed to Interim City Manager.

b. Liu became the City Manager in November 2014 and executed an Employment Agreement with the City on December 3, 2014. The Employment Agreement contained the following language regarding salary and bonuses:

SECTION 5: SALARY

The City agrees to pay Employee for her services rendered pursuant thereto on an annual base salary of One Hundred Ninety Thousand and No/100ths Dollars (\$190,000.00), payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that it is desirable to do so on the basis of performance of Employee.

SECTION 7: ANNUAL PERFORMANCE

Employee shall be given a performance evaluation on the annual anniversary from the date of this contract, and shall be eligible for a salary and/or bonus increase at that time. Such evaluation shall be based on written performance standards to be jointly developed by the City and Employee. Employee shall be eligible for merit and bonus adjustments resulting from the review.

c. The Employment Agreement further established that "Employee shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City." In 2015, appointed employees of the City did not receive pay or benefit increases due to the economic challenges faced by the City. Likewise, as an appointed employee, Liu waived her 2015 annual performance evaluation

¹ Stipulated Facts do not constitute part of the "Investigative File" as that term is defined by NRS 281A.775. All statutory and common law protections afforded to the Investigative File shall remain and are not affected by this Stipulated Agreement.

provided for in Section 7 of her Employment Agreement and any potential merit and bonus adjustment she might therefore be entitled to.

d. At the September 7, 2016, City Council Meeting, the Council provided an Annual Performance Review of Liu. The Council voted to raise Dr. Liu's base salary to \$220,000.

e. An email sent to Liu the following day from the City Clerk stated that the effective date of the increase in Liu's salary was presumably September 7, 2016 but stated that any amendment to the Employment Agreement would need to be drafted and may need to go back to City Council for approval.

f. On September 8, 2016, Liu signed a Personnel Action Form to increase her pay from \$190,000 to \$220,000. In the box requiring an "Estimated Effective Date" for the increased pay, the date of September 3, 2016 was listed.

g. A written amendment to Liu's Employment Agreement dated September 21, 2016 was drafted and placed on the September 21, 2016 City Council Meeting agenda. The City Council approved the agenda item and directed finalizing the Amendment to Liu's Employment Agreement.

h. A year later, in December 2017, Mayor John Lee told Liu that he had spoken to Councilmembers about his intent to award Liu a further 5% pay increase and \$10,000 bonus. Liu informed Mayor Lee that she opposed his proposed bonus. In addition, Dr. Liu told Mayor Lee that her 2016 merit increase had not been applied retroactively to her November 2015 anniversary date, which she believed was in error.

i. Liu also informed the City Council, in December 2017, that she believed she had been underpaid since 2014 in comparison to City Managers in neighboring cities.

j. On December 20, 2017, Liu acknowledged receiving service of notice that her Annual Performance Review would be discussed, and action would be taken, at the January 3, 2018 City Council Meeting. On January 3, 2018, Liu received notice that her annual performance review would be postponed to the January 17, 2018, meeting.

k. On January 4, 2018, Liu signed a Personnel Action Form requesting a "Retro Pay increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015, per contract and standard practice." That same date she also prepared an Interoffice Memorandum to Mayor Lee and Council Members, copied to the HR Director, which addressed "Merit

Increase Related Concerns,” and explained the reasons why she believed her September 7, 2016, pay raise should be processed retroactively to November 5, 2015. The Memo was sent by Liu’s Executive Assistant, Rebecca Gipson, to HR. Dr. Liu contends that she intended to personally send a copy of the Memo and Personnel Action Form to the other recipients. But the Memo was never in fact sent to Mayor Lee and the Councilmembers.

l. If Liu’s requested retroactive increase had been processed, she would have received a lump sum of approximately \$25,000 as well as a corresponding increase to her PERS contributions.

Executive Director’s Asserted Facts

m. Based on his investigation, the Executive Director asserts that Liu directed a subordinate to transmit the Personnel Action Form with only Liu’s own signature to Human Resources and attach the un-transmitted Memo. When the HR Director told Liu that he could not process the retroactive raise under Liu’s sole authority, but that the Personnel Action Form required another signature from the Mayor or Council, the HR Director asserts that Liu insisted that she did not need Council approval and directed the HR Director to process the request. The HR Director, who had more than twenty years of human resources experience, who was Liu’s subordinate, and who directly reported to Liu, stated in an interview during the Executive Director’s investigation of this matter that he believed that Liu was threatening his employment if he did not process the retroactive raise.

Subject’s Asserted Facts

n. It is Dr. Liu’s position that the Personnel Action Form was submitted through the normal channels and that she expected it to be approved or denied through the normal process. Dr. Liu maintains that she submitted the Personnel Action Form to correct an administrative error that was inconsistent with both her Employment Agreement and City pattern and practice.

o. It is Dr. Liu’s position that she was entitled to the retroactive pay per the City’s long-standing practice and according to her Employment Agreement. It is also Dr. Liu’s position that the City agreed with her position, as evidenced by the City’s subsequent agreement through a Memorandum of Understanding.

p. Dr. Liu maintains that her Personnel Action Form specifically disclosed that it was being requested by her for the City's consideration and thus, constitutes a self-disclosure.

q. Dr. Liu disputes that she demanded the HR Director process her Personnel Action Form. Rather, Dr. Liu contends that she only submitted the Personnel Action Form through the normal channels (i.e., through the HR Director) and expected it to go through the normal approval process. Dr. Liu disputes being told by the HR Director or anyone else at the City that the Personnel Action Form required another signature from the Mayor or the Council as it would contradict the City's long-standing practices given the set format of the Personnel Action Form and the administrative nature of the process, which had been established and applied for all employees at the City. Dr. Liu disputes that she ever threatened Ms. Palmer's employment in any way (either directly or indirectly). Rather, Dr. Liu maintains that after the Personnel Action Form was submitted to the HR Director, the HR Director informed her that it would be processed and that she was entitled to the retroactive pay increase requested therein.

r. Dr. Liu disputes any suggestion that she directed subordinates to take improper actions or threatened (whether directly or indirectly) any City employees. However, Dr. Liu understands that the Commission anticipates providing testimony from Mr. Palmer that is contrary and therefore, based on that understanding, enters into the following Stipulated Agreement.

s. Dr. Liu maintains that she intended to personally send the Personnel Action Form and the Interoffice Memorandum to City Council and that before she could do so, she was summoned by Mayor Lee to his office shortly after the Personnel Action Form was sent to HR. Mayor Lee then pressured Dr. Liu to resign which Dr. Liu maintains caused her to forget to send the Personnel Action Form and the Interoffice Memorandum to City Council as intended.

5. TERMS / CONCLUSIONS OF LAW: Based on the foregoing, Liu and the Commission agree as follows:

a. Allegations that Liu violated NRS 281A.400(1), (2), and (7) and NRS 281A.420(3) are hereby dismissed by stipulation of the parties.

b. Liu violated NRS 281A.400(6), NRS 281A.400(9) and NRS 281A.420(1). Pursuant to the factors set forth in NRS 281A.775 in determining whether the violations are willful and the penalties to be imposed, the Commission concludes that Liu's violations of NRS 281A.400(9) and NRS 281A.420(1) were willful pursuant to NRS 281A.170. While Dr. Liu disagrees, she agrees to enter into this Stipulated Agreement in order to resolve the Ethics Complaint. In doing so, Dr. Liu makes no admissions of liability or fault.

c. The Commission further concludes that Liu's violation of NRS 281A.400(6) should not be deemed a willful violation for the following reasons:

- 1) Seriousness of Violation: Although the conduct related to the suppression of governmental records was serious the alleged conduct did not result in any actual financial gain for Liu or otherwise affect her pecuniary interests.
- 2) Previous History: Liu has not previously been the subject of any violation of the Ethics Law or previous ethics complaints.
- 3) Cost of Investigation and Proceedings: Liu was diligent to cooperate with and participate in the Commission's investigation and resolution of this matter.
- 4) Mitigating Factors Such as Self-Reporting or Correction: There was no self-reporting or self-correction in this matter. However, Liu's willingness to engage in the process has resulted in a better understanding of Nevada Ethics Law.
- 5) Restitution Paid to Parties: Not applicable since there was no actualized financial gain.
- 6) Financial Gain from Violation: The actions did not result in financial gain.

d. For her willful violations of NRS 281A.400(9) and NRS 281A.420(1), Liu agrees to pay a fine of \$5,000.00 for each violation, for a total fine of \$10,000.00, pursuant to NRS 281A.790(1)(a). The \$10,000.00 total fine will be paid in one lump sum within sixty (60) days of the Commission's approval of this Agreement.

e. Liu agrees to complete ethics training within sixty (60) days of approval of this Agreement.

f. The Commission admonishes Liu to familiarize herself with the Ethics Law for the purpose of making proper disclosures in the future and in furtherance of complying with the applicable requirements of the Ethics Law.

g. This Agreement depends on and applies only to the specific facts, circumstances and law related to the Ethics Complaint now before the Commission. Any facts or circumstances that may come to light after its entry that are in addition to or differ from those contained herein may create a different resolution of this matter.

h. This Agreement is intended to apply to and resolve only this specific proceeding before the Commission and is not, and cannot be construed as, an admission of liability by Dr. Liu. In addition, this Agreement is not intended to be used in any other proceeding, including administrative, civil, or criminal, regarding Liu.

i. If the Commission rejects this Agreement, none of the provisions herein shall be considered by the Commission or be admissible as evidence in a hearing on the merits in this matter.

6. WAIVER

a. Liu knowingly and voluntarily waives her right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 20-075C and all rights she may be accorded with in regard to this matter pursuant to NRS Chapter 281A, the regulations of the Commission (NAC Chapter 281A), the Nevada Administrative Procedures Act (NRS Chapter 233B) and any other applicable provisions of law.

b. Liu knowingly and voluntarily waives her right to any judicial review of this matter as provided in NRS Chapter 281A, NRS Chapter 233B or any other applicable provisions of law.

7. ACCEPTANCE: We, the undersigned parties, have read this Stipulated Agreement, understand each and every provision therein, and agree to be bound thereby once approved by the Commission. In addition, the parties orally agreed to be bound by the terms of this Agreement during the regular meeting of the Commission on October 19, 2022.

DATED this _____ day of _____, 2022.

Qiong Liu

FOR QIONG LIU, Subject

DATED this _____ day of _____, 2022.

Andrea Champion, Esq.
Jones Lovelock

FOR ROSS E. ARMSTRONG, ESQ.
Executive Director
Nevada Commission on Ethics

DATED this _____ day of _____, 2022.

Elizabeth J. Bassett, Esq.
Associate Counsel

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this _____ day of _____, 2022.

Tracy L. Chase, Esq.
Commission Counsel

The above Stipulated Agreement is accepted by the Nevada Commission on Ethics:

DATED this _____ day of _____, 2022.

By: _____
Kim Wallin, CPA, CMA, CFM
Chair

By: _____
Teresa Lowry, Esq.
Commissioner

By: _____
James Oscarson
Commissioner

By: _____
Thoran Towler
Commissioner

By: _____
Amanda Yen, Esq.
Commissioner



NEVADA COMMISSION ON ETHICS

ETHICS COMPLAINT

[Sec. 3.6 to 13, inclusive, of S.B. 84 \(2017\)](#)

1. Provide the following information for the public officer or employee you allege violated the Nevada Ethics in Government Law, NRS Chapter 281A. ***(If you allege that more than one public officer or employee has violated the law, use a separate form for each individual.)***

Name: (Last, First)	Liu, Qiong		Title of Public Office: (Position)	City Manager
Public Entity: (Name of the entity employing this position)	City of North Las Vegas			
Address:	2108 Snow Bird Court		City, State, Zip Code:	Las Vegas, NV 89128
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2. Describe in specific detail the public officer's or employee's conduct that you allege violated NRS Chapter 282A. ***(Include specific facts and circumstances to support your allegation: times, places, and the name and position of each person involved.)***

A. INTRODUCTION On January 4, 2018, City of North Las Vegas City Manager Qiong Liu (hereinafter "Liu") issued a written personnel order and directed staff to effectuate an unauthorized pay increase for herself, from \$190,000 to \$220,000 annually, retroactive to November 5, 2015. When City of North Las Vegas Human Resources Director Cass Palmer (hereinafter "Palmer") raised concerns about whether Liu had City of North Las Vegas City Council (hereinafter the "City Council") authority to order the pay increase for herself, Liu raised her voice and, in a threatening tone, directed Palmer to process the payment, and to process it quickly. Palmer believed that if he did not process the payment, his job would be in jeopardy. Liu failed to disclose to any member of the City Council that she issued or planned to issue the retroactive pay increase for herself. Liu also failed to disclose her actions to the City Attorney. The only reason Liu's action came to light was as a result of various public records requests by the media for her emails. Although Liu had directed IT staff not to permit the City Attorney's office to review her emails without her permission, a review of Liu's emails was eventually permitted, which resulted in the discovery of Liu's acts. While reviewing Liu's emails in connection with multiple public records requests, City Attorney Micaela Moore discovered that, on January 4,

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2018, Liu's assistant had emailed Human Resources ("HR") a personnel order effectuating an unauthorized, retroactive pay increase for Liu. Liu was blind-copied on the email. Along with the personnel order, Liu's assistant attached a copy of a memorandum (the "Memo"), addressed from Liu to City Council, explaining Liu's purported justification for the retroactive pay increase. The Memo was sent to HR in order to give staff the false impression that Liu had disclosed the retroactive pay increase to members of the City Council, when in fact she had not. Liu never sent the Memo to any member of the City Council. Nevertheless, Liu ordered her assistant to send the Memo to HR, in support of her retroactive pay raise. Said actions constitute a violation of the following provisions of NRS Chapter 281A: 1. NRS 281A.400(1): Seeking or accepting any economic opportunity for herself which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties. 2. NRS 281A.400(2): Using her position in government to secure or grant unwarranted privileges or advantages for herself. 3. NRS 281A.400(6): Suppressing any governmental report or other document because it might tend to affect unfavorably her pecuniary interests. 4. NRS 281A.400(7): Using governmental time, property, equipment or other facility to benefit her significant personal or financial interest. 5. NRS 281A.400(9): Attempting to benefit her personal or financial interest through the influence of a subordinate. 6. NRS 281A.420(1): Failing to sufficiently disclose her acceptance of a gift, loan, or pecuniary interest to the interest of another person that is reasonably affected by an official matter. 7. NRS 281A.420(3): Failing to abstain from acting on an official matter which is materially affected by his acceptance of a gift or loan, pecuniary interest, or commitment in a private capacity to the interest of another person. B. FACTS 1. Liu's Original Employment Agreement On December 3, 2014, Liu was formally appointed to the position of City Manager after the City Council ratified her Employment Agreement (hereinafter the "Agreement"). Ex. 1. The Agreement was effective from November 5, 2014 until December 31, 2018, with options for earlier termination or extension in accordance with the terms set forth therein. Ex. 1. The Agreement provided for an annual base salary of \$190,000 and contained a provision whereby "the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that is desirable to do so on the basis of performance of Employee." Ex. 1. The Agreement further provided: "Employee shall be given a performance evaluation on the annual anniversary from the date of this contract, and shall be eligible for a salary and/or a bonus increase at that time." Ex. 1. In addition, the Agreement provided that "Employee shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City." Ex. 1. 2. Liu's 2015 Annual Review Due to the serious, well-documented, economic

challenges faced by the City of North Las Vegas (hereinafter the "City"), Liu voluntarily waived her 2015 annual review, and did not receive a 2015 merit increase. Ex. 2. This was consistent with the City Council ordinances and administrative order in effect for appointed employees that fiscal year. Ex. 3-4. By memorandum dated February 3, 2015, Liu eliminated merit increases for appointed employees for fiscal year 2015/2016. Ex. 3. This was consistent with prior years, as appointed employees did not receive merit increases between 2010 and 2016. Ex. 4. Liu, by memorandum dated June 21, 2016, ordered merit increases returned to appointed employees in fiscal year 2016/2017. Ex. 5. 3. Liu's 2016 Annual Review and Wage Increase On September 7, 2016, City Council, at a duly-noticed public hearing, authorized Liu's contract to be renegotiated for her to receive a pay increase from \$190,000 to \$220,000. Ex. 6-8. At no point in time did City Council ever express or intimate that the increase would be retroactive to November 5, 2015. Ex. 6-8 On September 8, 2016, North Las Vegas City Clerk Catherine Raynor (hereinafter "Raynor") sent an email to Liu letting her know that City Council gave authority to draft an amendment to Liu's contract changing her annual salary from \$190,000 to \$220,000, presumably with the effective date of September 7, 2016. Ex. 8. Raynor opined that the final amendment would have to come back before City Council for final ratification, and advised Liu to obtain an opinion from the City Attorney. Ex. 8. On September 8, 2016, Liu issued and signed a personnel order based on the action taken by City Council on September 7, 2016, increasing her pay from \$190,000 to \$220,000, effective September 3, 2016 (the beginning of the pay period that includes September 7, 2016). Ex. 9. A written amendment was subsequently drafted and placed on the September 21, 2016 council meeting agenda. Ex. 10-13. The agenda item noted that "[t]he effective date of amendment is September 7, 2016." Ex. 10. On September 21, 2016, at a duly-noticed public hearing, City Council approved the consent agenda item, finalizing the written amendment to Liu's contract, and increasing her salary from \$190,000 to \$220,000, effective September 7, 2016. Ex. 10-13. Liu's increase went into effect on September 3, 2016 (the beginning of the pay period that includes September 7, 2016). Ex. 9. 4. Liu's 2017 Annual Review On December 20, 2017, Raynor gave Liu notice that there would be an agenda item on the January 3, 2018 City Council meeting to consider "Discussion and/or Action Regarding Annual Review of City Manager." Ex. 14. On January 3, 2018 at 6:27a.m., Liu sent an email to the Mayor and Council members, in which she stated that the Mayor "had offered me [a] 5% merit increase and \$10,000 bonus pay." Ex. 15. The email expressed Liu's opinion that she was not adequately compensated but did not propose a specific amount of compensation or address any concerns about her past compensation. Ex. 15. Liu sent a similar email with minor modifications approximately three hours later. Ex. 16. In the email, Liu states that "it has been an

extremely stressful and disheartening few days for me to learn the false or misleading information (even hatred in Larry Griffith's case) that was expressed to you..." Ex. 16. Later that evening, at the January 3, 2018 City Council meeting, the agenda item relating to Liu's review was continued to the January 17, 2018 Council meeting. Ex. 17. 5. Liu's Unauthorized Retroactive Pay Increase On January 4, 2018, Liu executed a personnel action form, ordering HR staff to pay a "Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice" (hereinafter "the Personnel Order"). Ex. 18. On January 4, 2018, Liu also prepared a Memo, addressed from Liu to the Mayor and City Council, regarding "Merit Increase Related Concerns." Ex. 19. In the Memo, Liu purports to disclose to City Council that she believes her 2016 pay raise should have been made retroactive to November 5, 2015. Ex. 19. Liu, however, never transmitted the Memo to any member of City Council. Ex. 20-24, 27. Nevertheless, Liu ordered her subordinate, Senior Executive Assistant Rebecca Gipson (hereinafter "Gipson"), during business hours, to transmit the Personnel Order and Memo to HR in order to process the retroactive pay increase for the benefit of Liu. Ex. 25. Gipson emailed the Personnel Order and Memo to HR on January 4, 2018 at 5:23p.m., using the City's email systems and servers. Ex. 25. Gipson blind-copied Liu's work email address on the email. Ex. 25. The Memo was attached as supporting documentation for the Personnel Order in order to give HR the impression that Liu had disclosed the retroactive pay increase to City Council, when in fact she had not. Ex. 20-25. On January 4, 2018, at 10:13p.m., Liu emailed herself a copy of Gipson's email to HR, the Personnel Order, and Memo to her personal email address. Ex. 26. Gipson also delivered hard copies of the Personnel Order and Memo to HR. Ex. 27. While Liu ordered Gipson to deliver the Personnel Order and Memo to HR, Liu never ordered Gipson to deliver the Memo to City Council. Ex. 27. Liu gave Gipson the impression she had already delivered the Memo to City Council at the time she asked Gipson to send the Memo to HR. Ex. 27. On January 4, 2018, during City business hours, Liu ordered Palmer to process the Personnel Order, giving her a wage increase from \$190,000 to \$220,000 annually, retroactive to November 5, 2015. Ex. 27. Liu gave the directive orally and in writing, using the City's computers, servers, and email system. Ex. 25, 27. Palmer examined Liu's contract and amendment and determined that the pay increase was not authorized by City Council. Ex. 27. Palmer shared his concerns with Liu and told her that the Mayor did not share her view that she was entitled to retroactive pay. Ex. 27. Palmer asked Liu under whose authority she was acting. Ex. 27. Liu said she was acting on her own authority. Ex. 27. Liu admitted to Palmer that no one had ever told her that the pay increase she received in September of 2016 (from \$190,000 to \$220,000) would be retroactive 10 months to November 2015. Palmer told Liu that City Council had to authorize it. Ex.

27. Liu then became irate and aggressive, and reiterated that she had the authority to order it. Ex. 27. Liu ordered Palmer to pay it, and to do it quickly. Ex. 27. Palmer felt he would be fired if he did not comply. Ex. 27. Palmer did not ultimately process the payment on behalf of Liu. Ex. 27. 6. Liu's Attempts to Cover Up the Unauthorized Retroactive Pay Increase On or about January 9, 2018, during business hours, Liu ordered her subordinate employee, IT Manager Adam Cohen (hereinafter "Cohen") not to provide access to her emails and/or electronic files at the request of any staff members, including the City Attorney's office, without public approval by City Council. Ex. 28. This request was in violation of City Policy, which permits the City Attorney to request access to email and other electronic information for use in legal proceedings, or in anticipation of legal proceedings. Ex. 29. Cohen questioned Liu on how he was supposed to handle public records requests and requests for electronic information he received from the Clerk's office and the City Attorney's office going forward, including those requests currently pending. Ex. 28. Cohen asked whether he should pass the requests onto Liu before processing them. Ex. 28. Liu requested to be informed of any public records requests unless there was a formal investigation launched concerning her role as City Manager. Ex. 28. Liu's orders for IT staff to keep her emails, which are presumptively public records as a matter of law, away from the City Attorney's office, who had a legal right to obtain that information, were an attempt by Liu to suppress City records documenting her unauthorized retroactive pay increase. Liu was placed on administrative leave on or about January 10, 2018. On January 12, 2018, Liu wiped her City work cell phone clean of all public documents, data, and information. Ex. 30. This too is believed to be an attempt on Liu's part to suppress City records that might adversely affect her pecuniary interest in both receiving the unauthorized pay increase and a settlement or payout in connection with her separation. 7. Liu's Statement to the Investigator On January 30, 2018, Liu was interviewed by a third-party investigator about the unauthorized retroactive pay increase she ordered paid on January 2, 2018. Ex. 27. Liu admitted ordering the retroactive raise for herself and claimed that she believed she was owed the retroactive pay after she voluntarily deferred her 2015 review. Ex. 27. However, Liu admitted that no council action took place authorizing or intimating that she was entitled to receive a retroactive pay raise effective November 5, 2015. Ex. 27. Liu admitted issuing a personnel order on September 7, 2016, consistent with council's official action, making her pay increase effective at the beginning of the pay period that includes September 7, 2016 (September 3, 2016). Ex. 27. When asked why she waited until January 4, 2018 to change the effective date of the 2016 pay raise, and why she did not just wait until the January 17, 2018 council meeting to discuss the matter with City Council, Liu said that that she feared that her position was in jeopardy, and that if she waited,

it would be too late to get the retroactive payment. Ex. 27. Liu also admitted that she asked Gipson to transmit the Memo to HR, but that she never asked Gipson to send it to council and never got around to sending it to City Council herself. Ex. 27. C. ANALYSIS 1. Liu Violated NRS 281A.400(1) When She Sought Out an Economic Opportunity for Herself That Would Tend to Improperly Influence a Reasonable Person in Her Position to Depart from The Faithful and Impartial Discharge of Her Public Duties In December of 2017, Liu received notice that her annual review would be heard at a public meeting scheduled for January 3, 2018. Ex. 14. Although her performance and pay were being considered, Liu never mentioned to any City Council member that she believed her 2016 increase should have been made retroactive to 2015. Ex. 27. On the morning of January 3, 2018, Liu admitted that she was under stress for several days, as she had to defend against criticism from persons who had made their concerns about her performance known to City Council. Ex. 15, 16. On January 3, 2018, Liu became fearful that her job was in jeopardy after the January 3, 2018 hearing was continued to January 17, 2018. Ex. 27. Liu immediately took action on January 4, 2018, nearly 16 months after City Council increased her salary in September of 2016, and unilaterally attempted to make the 2016 increase retroactive to 2015. Ex. 25. Liu acted with no City Council knowledge or approval. Ex. 20-24, 27. Liu also acted in violation of her own administrative order, which provided that no merit increases would be given to appointed employees in fiscal year 2015/2016. Ex. 3. Had the Personnel Order been followed, Liu would have received a \$30,000 lump sum deposit into her checking account. Ex. 27. More importantly, the retroactive pay increase would have directly increased Liu's pension calculation, and yielded her a higher lifetime retirement payout. Ex. 28. It is estimated that a \$30,000 increase to Liu's pay in 2015 would have increased her pension from \$106,100 to approximately \$111,500 annually. Ex. 28. If Liu lived to be 95 years-old, the unauthorized pay increase would have yielded Liu an extra \$363,000 in retirement pay, at the expense of taxpayers. Ex. 28. Liu was more concerned with padding her pension than she was with impartially discharging her public duties. In ordering the pay increase without City Council knowledge or approval, Liu violated her duties to act impartially and faithfully regarding matters of appropriate, authorized, employee pay. 2. Liu Violated NRS 281A.400(2) When She Used Her Position in Government to Secure or Grant Unwarranted Privileges or Advantages for Herself Liu used her position as City Manager, which permits her to sign personnel orders affecting employee pay and to order staff to issue payouts based on those orders, to attempt to give herself an unauthorized pay increase. Liu used her position to order her assistant to send the order to HR attempting to backdate her 2016 pay increase to November 5, 2015. Liu also used her position to order the HR Director to process payment on her behalf. When it became clear to the HR Director that

Liu was acting without authority, Liu used her position to intimidate the HR Director in an attempt to get him to process the payment. Liu also used her position as City Manager to attempt to persuade IT staff to violate City policy and to suppress information from the City Attorney's office, all in an effort to cover up the fact that she had attempted to fast-track an unauthorized retroactive pay increase for herself, as she believed her job was in jeopardy. 3. Liu Violated NRS 281A.400(6) When She Suppressed Governmental Reports and Other Documents Because They Might Tend to Affect Unfavorably Her Pecuniary Interests On January 9, 2018, Liu directed IT staff not to permit any staff, including the City Attorney's Office, access to her emails or electronic files. Such records are presumptively public records. The City Attorney has the right to access such information in order to carry out the functions of her position in accordance with the City Charter. City policy expressly permits the City Attorney to access electronic records in order to carry out the duties of her position. Ex. 29. Liu abused her position by ordering IT staff not to permit the City Attorney's office or any other staff access to her emails. Liu gave the order to IT staff only two business days after she received and sent herself copies of the Personnel Order and Memo, ordering staff to pay her an unauthorized retroactive pay raise. Discovery of the orders by the City Attorney or other staff might have jeopardized Liu's chances of receiving the unauthorized payment into her account. On January 12, 2018, after she was placed on administrative leave, Liu again suppressed government information that might tend to negatively affect her pecuniary interests when she deleted all public records from her work cell phone. 4. Liu Violated NRS 281A.400(7) When She Used Governmental Time, Property, Equipment and Other Facility to Benefit Her Significant Personal or Financial Interest As detailed above, Liu used the time of City employees Gipson, Palmer, and Cohen, during work hours (work hours of the City are Monday-Thursday, 8am-6pm) in order to attempt to pay herself an unauthorized pay increase, and to cover up her actions. In addition, Liu used City IT systems, including computers, servers, and internet access in an attempt to gain an unauthorized financial benefit for herself. Liu also used City forms printed on City paper, using City printers, to try and gain an unwarranted personal financial advantage. 5. Liu Violated NRS 281A.400(9) When She Attempted to Benefit Her Personal or Financial Interest Through the Influence of a Subordinate As detailed above, Liu violated NRS 281A.400(9) when she influenced her subordinates, Palmer, Gipson, and Cohen to assist her in her attempt to secure and cover up an unauthorized retroactive pay increase for herself. When Palmer questioned Liu about whether City Council knew about the unauthorized pay increase, Liu raised her voice and took a stern tone with him. Palmer interpreted her words and actions to mean that if he did not process her retroactive pay increase, he would be terminated. Although Liu conceded she did not have City Council's

consent to act, she nevertheless ordered Palmer to push the pay raise through. 6. Liu Violated NRS 281A.420(1) When She Failed to Sufficiently Disclose Her Acceptance of a Pecuniary Interest to The Interest of Another Person That Is Reasonably Affected by an Official Matter As detailed above, on January 4, 2018, Liu executed a personnel action form, ordering HR staff to pay her a retroactive pay increase to \$220,000, effective November 5, 2015. Ex. 18. On January 4, 2018, Liu also prepared a Memo, addressed from Liu to the Mayor and City Council, regarding "Merit Increase Related Concerns." Ex. 19. In the Memo, Liu purports to disclose to City Council that she believes her 2016 pay raise should have been made retroactive to November 5, 2015. Ex. 19. Liu, however, never transmitted the Memo to any member of City Council. Ex. 20-24. Nevertheless, Liu ordered her subordinate to transmit the Personnel Order and Memo to HR in order to process the retroactive pay increase for her benefit. Ex. 25. Although Liu had time on the evening of January 4, 2018, at 10:13p.m. to email herself a copy of the Personnel Order and Memo to her personal email address, she did not find the time to discuss or disclose the Personnel Order or Memo with any member of City Council. Ex. 20-24, 26. Liu also did not find time to disclose the matter to anyone the following week, beginning January 8, 2018. Liu also never raised the matter with City Council in the days and weeks preceding her 2017 annual review, scheduled for January 3, 2018, even though her performance and pay were at issue at an upcoming City Council meeting. Liu also never raised the matter to City Council after her review was moved to January 17, 2018. City Council did not learn of Liu's attempt to help herself to a 2015 merit pay increase until the Personnel Order and Memo were inadvertently discovered through public records requests and brought to their attention by the City Attorney in late January, 2018. Liu also never disclosed her belief, intent, or act to pay herself a 2015 merit increase to the City Attorney. It is the duty of the City attorney to opine on legal matters involving the City. Such duties include review and interpretation of all City contracts. If Liu truly believed she was entitled to a retroactive pay increase under the terms of her employment agreement, she should have confirmed with the City Attorney and the City Council that her interpretation was proper. Not only did Liu fail to disclose to the City Attorney what she had done, she actually took steps to make sure the City Attorney would not be able to access the documents commemorating the transaction in Liu's email inbox. 7. Liu Violated NRS 281A.420(3) When She Failed to Abstain from Acting On an Official Matter Which Is Materially Affected by His Acceptance of a Pecuniary interest Liu violated 281A.420(3) when she took it upon herself to secretly order a retroactive pay increase for herself, dating back to November 2015. Such an act was not supported by the words, actions, agenda items, minutes, or contracts noticed and discussed in a public meeting of the City Council on September 7 and September 21, 2016.

As discussed above, Liu should have disclosed her beliefs and actions to the City Council and the City Attorney. In addition, Liu should have abstained taking unilateral action on her own behalf. She should have asked the City Attorney to act on the matter on her behalf, or raised the issue for discussion and action by with City Council at a duly-noticed public meeting. Because Liu did neither, and instead chose to act on her own behalf in secret, Liu violated NRS 281A.420(3).

3. Is the alleged conduct the subject of any action or matter currently pending before another administrative or judicial body? If yes, describe:

The City and Liu have agreed to submit any breach of contract claims she may have under her employment agreement to arbitration. No hearing date has been scheduled.

4. NRS 281A requires public officers and employees to hold public office as a public trust and avoid conflicts between public duties and private interests. (NRS 281A.020) What provisions of NRS Chapter 281A are relevant to the conduct alleged? **Please check all that apply.**

<input checked="" type="checkbox"/> NRS 281A.400(1)	Seeking or accepting any gift, service, favor, employment, engagement, emolument or economic opportunity for himself or person to whom he has a commitment in a private capacity which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties.
<input checked="" type="checkbox"/> NRS 281A.400(2)	Using his position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, any business entity in which he has a significant pecuniary interest, or any person to whom he has a commitment in a private capacity.
<input type="checkbox"/> NRS 281A.400(3)	Participating as an agent of government in the negotiation or execution of a contract between the government and himself, and any business entity in which he has a significant pecuniary interest or any person to whom he has a commitment in a private capacity.
<input type="checkbox"/> NRS 281A.400(4)	Accepting any salary, retainer, augmentation, expense allowance or other compensation from any private source for himself or any person to whom he has a commitment in a private capacity for the performance of his duties as a public officer or employee.
<input type="checkbox"/> NRS 281A.400(5)	Acquiring, through his public duties or relationships, any information which by law or practice is not at the time available to people generally, and using the information to further the pecuniary interests of himself or any other person or business entity.
<input checked="" type="checkbox"/> NRS 281A.400(6)	Suppressing any governmental report or other document because it might tend to affect unfavorably his pecuniary interests, or any person to whom he has a commitment in a private capacity.
<input checked="" type="checkbox"/> NRS 281A.400(7)	Using governmental time, property, equipment or other facility to benefit his significant person or financial interest, or any person to whom he has a commitment in a private capacity. <i>(Some exceptions apply)</i>
<input type="checkbox"/> NRS 281A.400(8)	A State Legislator using governmental time, property, equipment or other facility for a nongovernmental purpose or for the private benefit of himself or any other person, or requiring or authorizing a legislative employee, while on duty, to perform personal services or assist in a private activity. <i>(Some exceptions apply)</i>
<input checked="" type="checkbox"/> NRS 281A.400(9)	Attempting to benefit his personal or financial interest or any person to whom he has a commitment in a private capacity through the influence of a subordinate.
<input type="checkbox"/> NRS 281A.400(10)	Seeking other employment or contracts for himself or any person to whom he has a commitment in a private capacity through the use of his official position.
<input type="checkbox"/> NRS 281A.400(1)	Representing or counseling a private person for compensation on an issue pending before the agency while employed, or within 1 year after leaving the service of the agency, including before any state agency of the Executive or Legislative Department. (State and local legislators and part time public officers and employees may represent/counsel private persons before agencies they do not serve, except local legislators may not represent/counsel private persons before other local agencies within the same county.)

<input checked="" type="checkbox"/> NRS 281A.420(1)	Failing to sufficiently disclose his acceptance of a gift or loan, pecuniary interest, or commitment in a private capacity to the interest of another person that is reasonably affected by an official matter.
<input checked="" type="checkbox"/> NRS 281A.420(3)	Failing to abstain from acting on an official matter which is materially affected by his acceptance of a gift or loan, pecuniary interest, or commitment in a private capacity to the interest of another person.
<input type="checkbox"/> NRS 281A.430	Negotiating, bidding on or entering into a government contract in which he has a significant pecuniary interest.
<input type="checkbox"/> NRS 281A.500	Failing to file or timely file a Nevada Acknowledgement of Ethical Standards for Public Officers form.
<input type="checkbox"/> NRS 281A.510	Accepting or receiving an improper honorarium.
<input type="checkbox"/> NRS 281A.520	Requesting or otherwise causing a governmental entity to incur an expense or make an expenditure to support or oppose a ballot question or candidate during the relevant timeframe.
<input type="checkbox"/> NRS 281A.550	Negotiating or accepting employment from a business or industry regulated by or contracted with former public agency within one year after leaving the service of the agency. (Failing to honor the applicable "cooling off" period after leaving public service).

*Pursuant to NRS 281A.065, a public officer or employee has a commitment in a private capacity to the following persons:

1. Spouse; domestic partner
2. Household member
3. Family member within 3rd degree of consanguinity
4. Employer or spouses/domestic partners employer
5. Substantial and continuing business partner/associate
6. Substantially similar relationships

5. YOU MUST SUBMIT EVIDENCE TO SUPPORT YOUR ALLEGATIONS. Attach all documents or items you believe support your allegations. [NAC 281A.400\(6\)](#) defines evidence which supports the allegation as any reliable and competent form of proof provided by witnesses, public and private records, audio or visual recordings, documents, exhibits, concrete objects, and such forms of proof that support a reasonable belief in the truth of the allegation. A newspaper article or other media report will not support your allegations if it is offered by itself, but may be included with evidence that corroborates the article on report.

6. Witnesses: Identify all persons who have knowledge of the facts and circumstances you have described, as well as the nature of the testimony the person will provide.

Name and Title:	Micaela Moore		
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Nature of Testimony:	On January 9, 2018, Liu terminated Assistant City Manager Ryann Juden and then disseminated an email to all directors criticizing him. That email was immediately publicly disseminated. As a result, multiple public records requests came into the City through its Public Information Officer, Delen Goldberg, for Liu's emails in January of 2018. After Goldberg requested records in normal course from IT Manager Adam Cohen, Cohen revealed that Liu had asked him not to share her emails with staff or the City Attorney. Goldberg and Cohen then shared this with City Attorney Moore, who was then granted access to Liu's inbox. Despite Liu's efforts to cover up the unauthorized retroactive pay increase, Moore discovered the personnel order and fictitious memo from Liu to City Council on or about January 24, 2018. She ordered that the matter be investigated by Fisher Phillips attorney Scott Mahoney.		
Name and Title:	Qiong Liu		

Address:			City, State, Zip:	Las Vegas, NV
Telephone:	<u>Work:</u> 702-360-9990	<u>Other (home/cell):</u>	Email:	qxliu@cox.net
Nature of Testimony:	<p>On or about January 4, 2018, during business hours, Liu ordered her assistant, Rebecca Gipson ("Gipson"), to prepare and transmit a personnel order to Human Resources, ordering that Liu receive a pay increase from \$190,000 to \$220,000, retroactive to November 5, 2015. This would result in a lump sum deposit into Liu's personal bank account of approximately \$25,000. It would also result in a lifetime increase to her monthly retirement payout through PERS. Liu ordered Gipson to send the personnel order to Human Resources, along with a memorandum (the "Memo") that made it look like Liu had disclosed the decision to pay the retroactive pay increase to City Council, when in fact she had not. Liu failed to disclose the retroactive pay adjustment to City Council, even though her 2017 performance review was publicly noticed on the January 3, 2018 and January 17, 2018 City Council agendas. In connection with those items, Liu lobbied City Council for a 2017 pay increase, but at no time did she disclose that she believed her 2016 pay increase should be retroactive to 2015, or that she planned to order staff to pay her a retroactive lump sum. Liu also failed to abstain from acting herself on the issue of the retroactive pay adjustment. She never disclosed or requested review or assistance from the City Attorney or any another member of the City's executive team regarding the retroactive pay. The only people who knew about the retroactive pay increase were Liu and her subordinates, Gipson and HR Director Cass Palmer. Liu, in person and in writing, ordered Palmer to process the payment. When Palmer questioned Liu about whether City Council authorized the increase, Liu said she did not need their authority and ordered him to pay it. When Palmer resisted, she became irate and aggressive in her tone and ordered him to pay it. It was clear to Palmer from Liu's tone that if he did not pay it, he would be fired. On January 9, 2018, Liu directed IT Manager Adam Cohen not to permit access to her emails or electronic files to any staff members, including the City Attorney's office, without public City Council approval. Some time after she left the City on January 10, 2018, Liu wiped her work phone clean of all official information. Both acts are believed to be an attempt on Liu's part to suppress City records ordering the unauthorized retroactive pay increase, because it might tend to affect unfavorably her pecuniary interest in receiving the pay increase. Despite Liu's efforts to cover her tracks, the personnel order and fictitious memo were both discovered on or about January 24, 2018. On January 30, 2018, Liu was interviewed by a third-party investigator about the matter. Liu admitted ordering the retroactive raise for herself and claimed that she believed she was owed the retroactive pay after she voluntarily deferred her 2015 review. However, Liu admitted that no council action took place authorizing or intimating that she was entitled to receive a retroactive pay raise effective November 5, 2015. Rather, on September 7, 2016 (and again on September 21, 2016), City Council voted to increase Liu's pay from \$190,000 to \$220,000, effective September 7, 2016. Liu admitted issuing a personnel order on September 7, 2016, consistent with council's official action, making her pay increase effective at the beginning of the pay period that includes September 7, 2016 (September 3, 2016). Appointed employees were not entitled to merit increases in 2015, by order of Liu herself. When asked why she waited until January 4, 2018 to change the effective date of the 2016 pay raise, and why she did not just wait until the January 17, 2018 council meeting to discuss the matter with City Council, Liu said that that she feared that her position was in jeopardy, and that if she waited, it would be too late to get the retroactive payment. Liu also admitted that she asked Gipson to transmit the Memo to HR, but that she never asked Gipson to send it to council and never got around to sending it to City Council herself.</p>			

Name and Title:	Cass Palmer		
Address:		City, State, Zip:	North Las Vegas, NV 89030
Telephone:	<u>Work:</u> 702-494-7766	<u>Other (home/cell):</u> 702-633-1172	Email: palmerc@cityofnorthlasvegas.com
Nature of Testimony:	<p>On January 4, 2018, during City business hours, Liu ordered Palmer, Liu's subordinate employee and HR Director at the time, to process a wage increase for her, from \$190,000 to \$220,000, retroactive to November 5, 2015. Liu gave the directive orally and in writing, using the City's computers, servers, and email system. Palmer examined Liu's contract and amendment and determined that the pay increase was not authorized by City Council. Palmer shared his concerns with Liu and told her that the Mayor did not share her view that she was entitled to retroactive pay. Palmer asked Liu under whose authority she was acting. Liu said she was acting on her own authority. Liu admitted to Palmer that no one had ever told her that the pay increase she received in September of 2016 (from \$190,000 to \$220,000) would be retroactive 10 months to November 2015. Palmer told Liu that City Council had to authorize it. Liu then became irate and aggressive, and reiterated that she had the authority to order it. Liu ordered Palmer to pay it, and to do it quickly. Palmer felt he would be fired if he did not comply. Palmer did not ultimately process the payment on behalf of Liu.</p>		

Name and Title:	Tina Geiger		
Address:		City, State, Zip:	North Las Vegas, NV 89030
Telephone:	<u>Work:</u>	<u>Other (home/cell):</u> 702-633-1460	Email: geigert@cityofnorthlasvegas.com
Nature of Testimony:	<p>Geiger is familiar with City payroll practices. She can confirm that appointed employees did not receive merit increases from 2010-2016. She can also explain that a "Personnel Action Form" or "PAF" is a personnel order, effective when signed by the City Manager.</p>		

Name and Title:	Rebecca Gipson		
Address:		City, State, Zip:	North Las Vegas, NV 89030
Telephone:	<u>Work:</u> 702-401-5065	<u>Other (home/cell):</u> 702-633-1002	Email: gipsonr@cityofnorthlasvegas.com
Nature of Testimony:	<p>On or about January 4, 2018, during business hours, Liu ordered Gipson to prepare and transmit a personnel order to Human Resources, ordering that Liu receive a pay increase from \$190,000 to \$220,000, retroactive to November 5, 2015. Liu ordered Gipson to send the personnel order to Human Resources, along with a memorandum (the "Memo") addressed from Liu to City Council that made it look like Liu had disclosed the retroactive pay increase to City Council, when in fact she had not. While Gipson was ordered to transmit the Memo to Human Resources, she was never ordered to transmit the Memo to City Council. Gipson believed that Liu had already transmitted the Memo to City Council when she emailed the Personnel Order and Memo to HR for processing and payment.</p>		

Name and Title:	Catherine Raynor
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Address:			City, State, Zip:	North Las Vegas, NV 89030
Telephone:	<u>Work:</u>	<u>Other (home/cell):</u>	Email:	raynorc@cityofnorthlasvegas.com
Nature of Testimony:	<p>Catherine Raynor is familiar with the processes of the City, the City Council, and the City Manager, for taking official action. She was present at both the September 7, 2016 and September 21, 2016 City Council meetings. On September 8, 2016, Raynor sent Liu an email letting her know that the official motion made at the September 7, 2016 meeting was to draft an amendment to Liu's contract, changing her salary from \$190,000 to \$220,000, presumably with the effective date of September 7, 2016. Raynor advised Liu to check with the City Attorney on whether an amendment needed to be drafted and placed on the September 21, 2016 agenda. Ultimately, an amendment to Liu's contract increasing her pay from \$190,000 to \$220,000 was drafted and placed on the September 21, 2016 agenda. The agenda item showed that the amendment was to become effective on September 7, 2016. At the September 21, 2016 City Council meeting, City Council moved to approve the agenda item as presented. At no point during either the September 7, 2016 meeting or during the September 21, 2016 City Council meeting did City Council vote to make Liu's pay increase retroactive to November 5, 2015.</p>			

Name and Title:	Adam Cohen			
Address:			City, State, Zip:	North Las Vegas, NV 89030
Telephone:	<u>Work:</u>	<u>Other (home/cell):</u>	Email:	cohen@cityofnorthlasvegas.com
Nature of Testimony:	<p>On or about January 9, 2018, during business hours, Liu ordered Cohen not to provide access to her emails and/or electronic files at the request of any staff members, including the City Attorney's office, without public approval by City Council. Cohen questioned Liu on how he was supposed to handle public records requests and requests for information he receives from the Clerk's office and the City Attorney's office going forward, including those requests currently pending. He asked whether he should pass the requests onto Liu before processing them. Liu responded that she would like to be informed of any public records requests unless there was a formal investigation launched concerning her role as City Manager. This is believed to be an attempt on Liu's part to suppress City records ordering the unauthorized retroactive pay increase, because it might tend to affect unfavorably her pecuniary interest in receiving the pay increase. After Liu was placed on administrative leave, she returned her City cell phone to City staff, wiped clean of all public documents, data, and information. This too is believed to be an attempt on Liu's part to suppress City records that might adversely affect her pecuniary interest in both receiving the unauthorized pay increase and a settlement or payout in connection with her separation.</p>			

Name and Title:	Scott Mahoney			
Address:			City, State, Zip:	Las Vegas, NV
Telephone:	<u>Work:</u>	<u>Other (home/cell):</u>	Email:	smahoney@fisherphillips.com
	702-252-3131			

Nature of Testimony:	Mahoney was retained by City Attorney Micaela Moore to investigate whether Liu acted improperly when she ordered staff to increase her salary, retroactive to November 5, 2015. Mahoney interviewed Liu, Palmer, Gipson, Raynor, and Cohen. He also received confirmation from all five City Council members that they were never informed by Liu that she intended to help herself to a retroactive pay increase. He concluded that it was a matter of discretion on the part of the City Council whether to increase Liu's pay beyond the original \$190,000 base salary. He concluded that Liu did not interpret her employment agreement as guaranteeing her annual salary increases. He concluded that there was no documentation from September 2016 suggesting that when the City increased Liu's pay from \$190,000 to \$220,000 that it was intended to be retroactive to November 5, 2015.		
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7. Requesters Information:

Your Name:	Micaela Moore		
Your Address:		City, State, Zip:	North Las Vegas, NV 89030
Your Telephone:	Day: 702-633-1057	Evening: 702-449-8440	Email: moorem@cityofnorthlasvegas.com

* NOTE: Your identity as the Requester and a copy of this Complaint will be provided to the Subject if the Commission accepts jurisdiction of the matter, unless:

Pursuant to Sec. 8 of S.B. 84, I request that my identity as the requester of this Ethics Complaint remain confidential because (please check appropriate box)

☒ I am a public officer or employee who works for the same public body, agency or employer as the subject of this Ethics Complaint. Provide evidence of your employment with the same public body, agency or employer.

OR

☐ I can show a reasonable likelihood that disclosure of my identity will subject me or a member of my household to a bona fide threat of physical force or violence. Describe the facts and circumstances which support a reasonable likelihood of a bona fide threat of physical force or violence.

See Exhibit 32 of supporting documents for evidence of employment with the same public body. (Liu was terminated in March of 2018.)

The Commission may decline to maintain the confidentiality of your identity as the Requester for lack of sufficient evidence of your employment status with the same public body, agency or employer, or proof of a bonafide threat of physical harm.

If the Commission declines to maintain my confidentiality, I wish to:

☐ Withdraw my Complaint, **OR**

☒ Submit the Complaint understanding that the Subject will know my identity as the Requester.

By my signature below, I affirm that the facts set forth in this document and all of its attachments are true and correct to the best of my knowledge and belief. I am willing to provide sworn testimony regarding these allegations. I acknowledge that, pursuant to NRS 281A, this Ethics Complaint, the materials submitted in support of the allegations, and the Commissions investigation are confidential unless and until the Commissions Review Panel renders a determination. The Commission's Investigatory File remains confidential.



Signature:

Print Name: Micaela Moore

Date: 12-27-2019

You must submit this form bearing your signature to:

Executive Director
Nevada Commission on Ethics
704 W. Nye Lane, Suite 204
Carson City, Nevada 89703
Or through the Commissions website: www.ethics.nv.gov

Case No. _____

For Official Use Only



NEVADA COMMISSION ON ETHICS ETHICS COMPLAINT

Sec. 3.6 to 13, inclusive, of S.B. 84 (2017)

1. Provide the following information for the public officer or employee you allege violated the Nevada Ethics in Government Law, NRS Chapter 281A. *(If you allege that more than one public officer or employee has violated the law, use a separate form for each individual.)*

NAME: <small>(Last, First)</small>	Liu, Qiong		TITLE OF PUBLIC OFFICE: <small>(Position)</small>	City Manager
PUBLIC ENTITY: <small>(Name of the entity employing this position)</small>	City of North Las Vegas			
ADDRESS:	2108 Snowbird Ct.	CITY, STATE, ZIP CODE	Las Vegas, NV 89128	
TELEPHONE:	Work: NA	Other: (Home, cell) 7023609990	E-MAIL:	qxliu@cox.net

2. Describe in specific detail the public officer's or employee's conduct that you allege violated NRS Chapter 281A. *(Include specific facts and circumstances to support your allegation: times, places, and the name and position of each person involved.)*

Check here ☒ if additional pages are attached.

See attached pages.

3. Is the alleged conduct the subject of any action or matter currently pending before another administrative or judicial body? If yes, describe:

The City and Liu have agreed to submit any breach of contract claims she may have under her employment agreement to arbitration. No hearing date has been scheduled.

4. NRS Chapter 281A requires public officers and employees to hold public office as a public trust and avoid conflicts between public duties and private interests. (NRS 281A.020) What provisions of NRS Chapter 281A are relevant to the conduct alleged? Please check all that apply.

	Statute	Statutory Summary:
<input checked="" type="checkbox"/>	NRS 281A.400(1)	Seeking or accepting any gift, service, favor, employment, engagement, emolument or economic opportunity for himself or person to whom he has a commitment in a private capacity which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties.
<input checked="" type="checkbox"/>	NRS 281A.400(2)	Using his position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, any business entity in which he has a significant pecuniary interest, or any person to whom he has a commitment in a private capacity.
<input type="checkbox"/>	NRS 281A.400(3)	Participating as an agent of government in the negotiation or execution of a contract between the government and himself, and any business entity in which he has a significant pecuniary interest or any person to whom he has a commitment in a private capacity.
<input type="checkbox"/>	NRS 281A.400(4)	Accepting any salary, retainer, augmentation, expense allowance or other compensation from any private source for himself or any person to whom he has a commitment in a private capacity for the performance of his duties as a public officer or employee.
<input type="checkbox"/>	NRS 281A.400(5)	Acquiring, through his public duties or relationships, any information which by law or practice is not at the time available to people generally, and using the information to further the pecuniary interests of himself or any other person or business entity.
<input checked="" type="checkbox"/>	NRS 281A.400(6)	Suppressing any governmental report or other document because it might tend to affect unfavorably his pecuniary interests, or any person to whom he has a commitment in a private capacity.
<input checked="" type="checkbox"/>	NRS 281A.400(7)	Using governmental time, property, equipment or other facility to benefit his significant personal or financial interest, or any person to whom he has a commitment in a private capacity. (Some exceptions apply).
<input type="checkbox"/>	NRS 281A.400(8)	A State Legislator using governmental time, property, equipment or other facility for a nongovernmental purpose or for the private benefit of himself or any other person, or requiring or authorizing a legislative employee, while on duty, to perform personal services or assist in a private activity. (Some exceptions apply).
<input checked="" type="checkbox"/>	NRS 281A.400(9)	Attempting to benefit his personal or financial interest or any person to whom he has a commitment in a private capacity through the influence of a subordinate.
<input type="checkbox"/>	NRS 281A.400(10)	Seeking other employment or contracts for himself or any person to whom he has a commitment in a private capacity through the use of his official position.
<input type="checkbox"/>	NRS 281A.410	Representing or counseling a private person for compensation on an issue pending before a public agency while employed, or within 1 year after leaving the service of a public agency, including before any state agency of the Executive or Legislative Department. (State and local legislators and part-time public officers and employees may represent/counsel private persons before agencies they do not serve, except local legislators may not represent/counsel private persons before other local agencies within the same county.)
<input checked="" type="checkbox"/>	NRS 281A.420(1)	Failing to sufficiently disclose his acceptance of a gift or loan, pecuniary interest, or commitment in a private capacity to the interest of another person that is reasonably affected by an official matter.
<input checked="" type="checkbox"/>	NRS 281A.420(3)	Failing to abstain from acting on an official matter which is materially affected by his acceptance of a gift or loan, pecuniary interest, or commitment in a private capacity to the interest of another person.
<input type="checkbox"/>	NRS 281A.430	Negotiating, bidding on or entering into a government contract in which he has a significant pecuniary interest. (some exceptions apply).
<input type="checkbox"/>	NRS 281A.500	Failing to file or timely file a Nevada Acknowledgement of Ethical Standards for Public Officers form.
<input type="checkbox"/>	NRS 281A.510	Accepting or receiving an improper honorarium.
<input type="checkbox"/>	NRS 281A.520	Requesting or otherwise causing a governmental entity to incur an expense or make an expenditure to support or oppose a ballot question or candidate during the relevant timeframe.
<input type="checkbox"/>	NRS 281A.550	Negotiating or accepting employment from a business or industry regulated by or contracted with former public agency within one year after leaving the service of the agency. (Failing to honor the applicable "cooling off" period after leaving public service).

*Pursuant to NRS 281A.065, a public officer or employee has a commitment in a private capacity to the following persons:

1. Spouse; domestic partner
2. Household member
3. Family member within 3rd degree of consanguinity
4. Employer or spouse's/domestic partner's employer
5. Substantial and continuing business relationship, i.e. partner or associate
6. Substantially similar relationships

5. YOU MUST SUBMIT EVIDENCE TO SUPPORT YOUR ALLEGATIONS.

Attach all documents or items you believe support your allegations. [NAC 281A.400\(6\)](#) defines “evidence which supports the allegation” as “any reliable and competent form of proof provided by witnesses, public and private records, audio or visual recordings, documents, exhibits, concrete objects, and such forms of proof that support a reasonable belief in the truth of the allegation.” A newspaper article or other media report will not support your allegations if it is offered by itself, but may be included with evidence that corroborates the article or report.

State the total number of additional pages attached (including evidence) 237

6. Witnesses: Identify all persons who have knowledge of the facts and circumstances you have described, as well as the nature of the testimony the person will provide. Check here X if additional pages are attached.

NAME and TITLE: (Person #1)	Cass Palmer, Parks Director (former HR Director), City of North Las Vegas		
ADDRESS:	2250 Las Vegas Blvd North	CITY, STATE, ZIP	Las Vegas, NV 89030
TELEPHONE:	Work: (702) 633-1172	Other: (Home, cell) 702-494-7766	E-MAIL: palmerc@cityofnorthlasvegas.com
NATURE OF TESTIMONY:	On January 4, 2018, during City business hours, Liu ordered Palmer, Liu's subordinate employee and HR Director at the time, to process a wage increase for her, from \$190,000 to \$220,000, retroactive to November 5, 2015. Liu gave the directive orally and in writing, using the City's computers, servers, and email system. Palmer examined Liu's contract and amendment and determined that the pay increase was not authorized by City Council. Palmer shared his concerns with Liu and told her that the Mayor did not share her view that she was entitled to retroactive pay. Palmer asked Liu under whose authority she was acting. Liu said she was acting on her own authority. Liu admitted to Palmer that no one had ever told her that the pay increase she received in September of 2016 (from \$190,000 to \$220,000) would be retroactive 10 months to November 2015. Palmer told Liu that City Council had to authorize it. Liu then became irate and aggressive, and reiterated that she had the authority to order it. Liu ordered Palmer to pay it, and to do it quickly. Palmer felt he would be fired if he did not comply. Palmer did not ultimately process the payment on behalf of Liu.		
NAME and TITLE: (Person #2)	Qiong Liu		
ADDRESS:	2108 Snowbird Ct.	CITY, STATE, ZIP	Las Vegas, NV 89128
TELEPHONE:	Work: NA	Other: (Home, cell) 7023609990	E-MAIL: qxliu@cox.net
NATURE OF TESTIMONY:	On or about January 4, 2018, during business hours, Liu ordered her assistant, Rebecca Gipson ("Gipson"), to prepare and transmit a personnel order to Human Resources, ordering that Liu receive a pay increase from \$190,000 to \$220,000, retroactive to November 5, 2015. This would result in a lump sum deposit into Liu's personal bank account of approximately \$25,000. It would also result in a lifetime increase to her monthly retirement payout through PERS. Liu ordered Gipson to send the personnel order to Human Resources, along with a memorandum (the "Memo") that made it look like Liu had disclosed the decision to pay the retroactive pay increase to City Council, when in fact she had not. Liu failed to disclose the retroactive pay adjustment to City Council, even though her 2017 performance review was publicly noticed on the January 3, 2018 and January 17, 2018 City Council agendas. In connection with those items, Liu lobbied City Council for a 2017 pay increase, but at no time did she disclose that she believed her 2016 pay increase should be retroactive to 2015, or that she planned to order staff to pay her a retroactive lump sum. Liu also failed to abstain from acting herself on the issue of the retroactive pay adjustment. She never disclosed or requested review or assistance from the City Attorney or any other member of the City's executive team regarding the retroactive pay. The only people who knew about the retroactive pay increase were Liu and her subordinates, Gipson and HR Director Cass Palmer. Liu, in person and in writing, ordered Palmer to process the payment. When Palmer questioned Liu about whether City Council authorized the increase, Liu said she did not need their authority and ordered him to pay it. When Palmer resisted, she became irate and aggressive in her tone and ordered him to pay it. It was clear to Palmer from Liu's tone that if he did not pay it, he would be fired. On January 9, 2018, Liu directed IT Manager Adam Cohen not to permit access to her emails or electronic files to any staff members, including the City Attorney's office, without public City Council approval. Some time after she left the City on January 10, 2018, Liu wiped her work phone clean of all official information. Both acts are believed to be an attempt on Liu's part to suppress City records ordering the unauthorized retroactive pay increase, because it might tend to affect unfavorably her pecuniary interest in receiving the pay increase. Despite Liu's efforts to cover her tracks, the personnel order and fictitious memo were both discovered on or about January 24, 2018. On January 30, 2018, Liu was interviewed by a third-party investigator about the matter. Liu admitted ordering the retroactive raise for herself and claimed that she believed she was owed the retroactive pay after she voluntarily deferred her 2015 review. However, Liu admitted that no council action took place authorizing or intimating that she was entitled to receive a retroactive pay raise effective November 5, 2015. Rather, on September 7, 2016 (and again on September 21, 2016), City Council voted to increase Liu's pay from \$190,000 to \$220,000, effective September 7, 2016. Liu admitted issuing a personnel order on September 7, 2016, consistent with council's official action, making her pay increase effective at the beginning of the pay period that includes September 7, 2016 (September 3, 2016). Appointed employees were not entitled to merit increases in 2015, by order of Liu herself. When asked why she waited until January 4, 2018 to change the effective date of the 2016 pay raise, and why she did not just wait until the January 17, 2018 council meeting to discuss the matter with City Council, Liu said that that she feared that her position was in jeopardy, and that if she waited, it would be too late to get the retroactive payment. Liu also admitted that she asked Gipson to transmit the Memo to HR, but that she never asked Gipson to send it to council and never got around to sending it to City Council herself.		

7. REQUESTER INFORMATION:

YOUR NAME:	Micaela Moore, City Attorney, City of North Las Vegas		
YOUR ADDRESS:	2250 Las Vegas Blvd. North, Suite 801	CITY, STATE, ZIP:	North Las Vegas, NV 89030
YOUR TELEPHONE:	Day: 702-633-1057	Evening: 702-449-8440	E-MAIL: moorem@cityofnorthlasvegas.com

***NOTE*: Your identity as the Requester and a copy of this Complaint will be provided to the Subject if the Commission accepts jurisdiction of the matter, unless:**

Pursuant to Sec. 8 of S.B. 84, I request that my identity as the requester of this Ethics Complaint remain confidential because (please check appropriate box):

☒ I am a public officer or employee who works for the same public body, agency or employer as the subject of this Ethics Complaint. Provide evidence of your employment with the same public body, agency or employer.

OR

☐ I can show a reasonable likelihood that disclosure of my identity will subject me or a member of my household to a bona fide threat of physical force or violence. Please describe the facts and circumstances which support a reasonable likelihood of a bona fide threat of physical force or violence below.

The Commission may decline to maintain the confidentiality of your identity as the Requester for lack of sufficient evidence of your employment status with the same public body, agency or employer, or proof of a bonafide threat of physical harm.

If the Commission declines to maintain my confidentiality, I wish to:

☐ Withdraw my Complaint OR

☒ Submit the Complaint understanding that the Subject will know my identity as the Requester.

By my signature below, I affirm that the facts set forth in this document and all of its attachments are true and correct to the best of my knowledge and belief. I am willing to provide sworn testimony regarding these allegations. I acknowledge that this Ethics Complaint, the materials submitted in support of the allegations, and the Commission's investigation are confidential unless and until the Commission's Review Panel renders a determination. The Commission's Investigatory File remains confidential pursuant to Sec. 9 of S.B. 84.

Micaela Moore Digitally signed by Micaela Moore
Date: 2019.12.27 15:51:34 -08'00'

December 27, 2019

Signature:

Date:

Micaela Moore

Print Name:

You must submit this form bearing your signature to:
Executive Director
Nevada Commission on Ethics
704 W. Nye Lane, Suite 204
Carson City, Nevada 89703
Or through the Commission's website: www.ethics.nv.gov

**NEVADA COMMISSION ON ETHICS
ETHICS COMPLAINT
Regarding Qiong Liu, former City Manager, City of North Las Vegas**

ADDITIONAL PAGES

2. Describe in specific detail the public officer's or employee's conduct that you allege violated NRS Chapter 281A. (*Include specific facts and circumstances to support your allegation: times, places, and the name and position of each person involved.*) (Continued from Page 1):

A. INTRODUCTION

On January 4, 2018, City of North Las Vegas City Manager Qiong Liu (hereinafter "Liu") issued a written personnel order and directed staff to effectuate an unauthorized pay increase for herself, from \$190,000 to \$220,000 annually, retroactive to November 5, 2015. When City of North Las Vegas Human Resources Director Cass Palmer (hereinafter "Palmer") raised concerns about whether Liu had City of North Las Vegas City Council (hereinafter the "City Council") authority to order the pay increase for herself, Liu raised her voice and, in a threatening tone, directed Palmer to process the payment, and to process it quickly. Palmer believed that if he did not process the payment, his job would be in jeopardy.

Liu failed to disclose to any member of the City Council that she issued or planned to issue the retroactive pay increase for herself. Liu also failed to disclose her actions to the City Attorney.

The only reason Liu's action came to light was as a result of various public records requests by the media for her emails. Although Liu had directed IT staff not to permit the City Attorney's office to review her emails without her permission, a review of Liu's emails was eventually permitted, which resulted in the discovery of Liu's acts.

While reviewing Liu's emails in connection with multiple public records requests, City Attorney Micaela Moore discovered that, on January 4, 2018, Liu's assistant had emailed Human Resources ("HR") a personnel order effectuating an unauthorized, retroactive pay increase for Liu. Liu was blind-copied on the email.

Along with the personnel order, Liu's assistant attached a copy of a memorandum (the "Memo"), addressed from Liu to City Council, explaining Liu's purported justification for the retroactive pay increase. The Memo was sent to HR in order to give staff the false impression that Liu had disclosed the retroactive pay increase to members of the City Council, when in fact she had not. Liu never sent the Memo to any member of the City Council. Nevertheless, Liu ordered her assistant to send the Memo to HR, in support of her retroactive pay raise.

Said actions constitute a violation of the following provisions of NRS Chapter 281A:

1. NRS 281A.400(1): Seeking or accepting any economic opportunity for herself which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties.
2. NRS 281A.400(2): Using her position in government to secure or grant unwarranted privileges or advantages for herself.
3. NRS 281A.400(6): Suppressing any governmental report or other document because it might tend to affect unfavorably her pecuniary interests.
4. NRS 281A.400(7): Using governmental time, property, equipment or other facility to benefit her significant personal or financial interest.
5. NRS 281A.400(9): Attempting to benefit her personal or financial interest through the influence of a subordinate.
6. NRS 281A.420(1): Failing to sufficiently disclose her acceptance of a gift, loan, or pecuniary interest to the interest of another person that is reasonably affected by an official matter.
7. NRS 281A.420(3): Failing to abstain from acting on an official matter which is materially affected by his acceptance of a gift or loan, pecuniary interest, or commitment in a private capacity to the interest of another person.

B. FACTS

1. Liu's Original Employment Agreement

On December 3, 2014, Liu was formally appointed to the position of City Manager after the City Council ratified her Employment Agreement (hereinafter the "Agreement"). Ex. 1. The Agreement was effective from November 5, 2014 until December 31, 2018, with options for earlier termination or extension in accordance with the terms set forth therein. Ex. 1. The Agreement provided for an annual base salary of \$190,000 and contained a provision whereby "the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that is desirable to do so on the basis of performance of Employee." Ex. 1. The Agreement further provided: "Employee shall be given a performance evaluation on the annual anniversary from the date of this contract, and shall be eligible for a salary and/or a bonus increase at that time." Ex. 1. In addition, the Agreement provided that "Employee shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City." Ex. 1.

2. Liu's 2015 Annual Review

Due to the serious, well-documented, economic challenges faced by the City of North Las Vegas (hereinafter the "City"), Liu voluntarily waived her 2015 annual review, and did not receive a 2015 merit increase. Ex. 2. This was consistent with the City Council ordinances and administrative order in effect for appointed employees that fiscal year. Ex. 3-4.

By memorandum dated February 3, 2015, Liu eliminated merit increases for appointed employees for fiscal year 2015/2016. Ex. 3. This was consistent with prior years, as appointed employees did not receive merit increases between 2010 and 2016. Ex. 4. Liu, by memorandum dated June 21, 2016, ordered merit increases returned to appointed employees in fiscal year 2016/2017. Ex. 5.

3. Liu's 2016 Annual Review and Wage Increase

On September 7, 2016, City Council, at a duly-noticed public hearing, authorized Liu's contract to be renegotiated for her to receive a pay increase from \$190,000 to \$220,000. Ex. 6-8. At no point in time did City Council ever express or intimate that the increase would be retroactive to November 5, 2015.¹ Ex. 6-8

On September 8, 2016, North Las Vegas City Clerk Catherine Raynor (hereinafter "Raynor") sent an email to Liu letting her know that City Council gave authority to draft an amendment to Liu's contract changing her annual salary from \$190,000 to \$220,000, presumably with the effective date of September 7, 2016. Ex. 8. Raynor opined that the final amendment would have to come back before City Council for final ratification, and advised Liu to obtain an opinion from the City Attorney. Ex. 8.

On September 8, 2016, Liu issued and signed a personnel order based on the action taken by City Council on September 7, 2016, increasing her pay from \$190,000 to \$220,000, effective September 3, 2016 (the beginning of the pay period that includes September 7, 2016). Ex. 9.

A written amendment was subsequently drafted and placed on the September 21, 2016 council meeting agenda.² Ex. 10-13. The agenda item noted that "[t]he effective date of amendment is September 7, 2016." Ex. 10.

On September 21, 2016, at a duly-noticed public hearing, City Council approved the consent agenda item, finalizing the written amendment to Liu's contract, and increasing her

¹ The full public hearing is available for viewing at the following URL (by clicking on item 31 on the agenda): <http://www.cityofnorthlasvegas.com/SirePub/mtgviewer.aspx?meetid=793&doctype=AGENDA>

² The full public hearing is available for viewing at the following URL (by clicking on item 5 on the agenda): <http://www.cityofnorthlasvegas.com/SirePub/mtgviewer.aspx?meetid=798&doctype=AGENDA>

salary from \$190,000 to \$220,000, effective September 7, 2016.³ Ex. 10-13. Liu's increase went into effect on September 3, 2016 (the beginning of the pay period that includes September 7, 2016). Ex. 9.

4. Liu's 2017 Annual Review

On December 20, 2017, Raynor gave Liu notice that there would be an agenda item on the January 3, 2018 City Council meeting to consider "Discussion and/or Action Regarding Annual Review of City Manager." Ex. 14.

On January 3, 2018 at 6:27a.m., Liu sent an email to the Mayor and Council members, in which she stated that the Mayor "had offered me [a] 5% merit increase and \$10,000 bonus pay." Ex. 15. The email expressed Liu's opinion that she was not adequately compensated but did not propose a specific amount of compensation or address any concerns about her past compensation. Ex. 15. Liu sent a similar email with minor modifications approximately three hours later. Ex. 16. In the email, Liu states that "it has been an extremely stressful and disheartening few days for me to learn the false or misleading information (even hatred in Larry Griffith's case) that was expressed to you..." Ex. 16.

Later that evening, at the January 3, 2018 City Council meeting, the agenda item relating to Liu's review was continued to the January 17, 2018 Council meeting. Ex. 17.

5. Liu's Unauthorized Retroactive Pay Increase

On January 4, 2018, Liu executed a personnel action form, ordering HR staff to pay a "Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice" (hereinafter "the Personnel Order"). Ex. 18. On January 4, 2018, Liu also prepared a Memo, addressed from Liu to the Mayor and City Council, regarding "Merit Increase Related Concerns." Ex. 19. In the Memo, Liu purports to disclose to City Council that she believes her 2016 pay raise should have been made retroactive to November 5, 2015. Ex. 19.

Liu, however, never transmitted the Memo to any member of City Council. Ex. 20-24, 27. Nevertheless, Liu ordered her subordinate, Senior Executive Assistant Rebecca Gipson (hereinafter "Gipson"), during business hours, to transmit the Personnel Order and Memo to HR in order to process the retroactive pay increase for the benefit of Liu. Ex. 25. Gipson emailed the Personnel Order and Memo to HR on January 4, 2018 at 5:23p.m., using the City's email systems and servers. Ex. 25. Gipson blind-copied Liu's work email address on the email. Ex. 25. The Memo was attached as supporting documentation for the Personnel Order in order

³ Note that the First Amendment to Employment Agreement states that "the Parties have set their hands and official seals to be effective the date first above-written," which is September 21, 2016. Ex. 13. However, City Council's motion authorizing the amendment approves staff's recommendation on the agenda item, stating that "[t]he effective date of amendment is September 7, 2016." Ex. 10-13.

to give HR the impression that Liu had disclosed the retroactive pay increase to City Council, when in fact she had not. Ex. 20-25. On January 4, 2018, at 10:13p.m., Liu emailed herself a copy of Gipson's email to HR, the Personnel Order, and Memo to her personal email address. Ex. 26.

Gipson also delivered hard copies of the Personnel Order and Memo to HR. Ex. 27. While Liu ordered Gipson to deliver the Personnel Order and Memo to HR, Liu never ordered Gipson to deliver the Memo to City Council. Ex. 27. Liu gave Gipson the impression she had already delivered the Memo to City Council at the time she asked Gipson to send the Memo to HR. Ex. 27.

On January 4, 2018, during City business hours, Liu ordered Palmer to process the Personnel Order, giving her a wage increase from \$190,000 to \$220,000 annually, retroactive to November 5, 2015. Ex. 27. Liu gave the directive orally and in writing, using the City's computers, servers, and email system. Ex. 25, 27. Palmer examined Liu's contract and amendment and determined that the pay increase was not authorized by City Council. Ex. 27. Palmer shared his concerns with Liu and told her that the Mayor did not share her view that she was entitled to retroactive pay. Ex. 27. Palmer asked Liu under whose authority she was acting. Ex. 27. Liu said she was acting on her own authority. Ex. 27. Liu admitted to Palmer that no one had ever told her that the pay increase she received in September of 2016 (from \$190,000 to \$220,000) would be retroactive 10 months to November 2015. Palmer told Liu that City Council had to authorize it. Ex. 27. Liu then became irate and aggressive, and reiterated that she had the authority to order it. Ex. 27. Liu ordered Palmer to pay it, and to do it quickly. Ex. 27. Palmer felt he would be fired if he did not comply. Ex. 27. Palmer did not ultimately process the payment on behalf of Liu. Ex. 27.

6. Liu's Attempts to Cover Up the Unauthorized Retroactive Pay Increase

On or about January 9, 2018, during business hours, Liu ordered her subordinate employee, IT Manager Adam Cohen (hereinafter "Cohen") not to provide access to her emails and/or electronic files at the request of any staff members, including the City Attorney's office, without public approval by City Council. Ex. 28. This request was in violation of City Policy, which permits the City Attorney to request access to email and other electronic information for use in legal proceedings, or in anticipation of legal proceedings. Ex. 29. Cohen questioned Liu on how he was supposed to handle public records requests and requests for electronic information he received from the Clerk's office and the City Attorney's office going forward, including those requests currently pending. Ex. 28. Cohen asked whether he should pass the requests onto Liu before processing them. Ex. 28. Liu requested to be informed of any public records requests unless there was a formal investigation launched concerning her role as City Manager. Ex. 28. Liu's orders for IT staff to keep her emails, which are presumptively public records as a matter of law, away from the City Attorney's office, who had a legal right to obtain that information, were an attempt by Liu to suppress City records documenting her unauthorized retroactive pay increase.

Liu was placed on administrative leave on or about January 10, 2018. On January 12, 2018, Liu wiped her City work cell phone clean of all public documents, data, and information. Ex. 30. This too is believed to be an attempt on Liu's part to suppress City records that might adversely affect her pecuniary interest in both receiving the unauthorized pay increase and a settlement or payout in connection with her separation.

7. Liu's Statement to the Investigator

On January 30, 2018, Liu was interviewed by a third-party investigator about the unauthorized retroactive pay increase she ordered paid on January 2, 2018. Ex. 27. Liu admitted ordering the retroactive raise for herself and claimed that she believed she was owed the retroactive pay after she voluntarily deferred her 2015 review. Ex. 27. However, Liu admitted that no council action took place authorizing or intimating that she was entitled to receive a retroactive pay raise effective November 5, 2015. Ex. 27. Liu admitted issuing a personnel order on September 7, 2016, consistent with council's official action, making her pay increase effective at the beginning of the pay period that includes September 7, 2016 (September 3, 2016). Ex. 27. When asked why she waited until January 4, 2018 to change the effective date of the 2016 pay raise, and why she did not just wait until the January 17, 2018 council meeting to discuss the matter with City Council, Liu said that that she feared that her position was in jeopardy, and that if she waited, it would be too late to get the retroactive payment. Ex. 27. Liu also admitted that she asked Gipson to transmit the Memo to HR, but that she never asked Gipson to send it to council and never got around to sending it to City Council herself. Ex. 27.

C. ANALYSIS

1. Liu Violated NRS 281A.400(1) When She Sought Out an Economic Opportunity for Herself That Would Tend to Improperly Influence a Reasonable Person in Her Position to Depart from The Faithful and Impartial Discharge of Her Public Duties

In December of 2017, Liu received notice that her annual review would be heard at a public meeting scheduled for January 3, 2018. Ex. 14. Although her performance and pay were being considered, Liu never mentioned to any City Council member that she believed her 2016 increase should have been made retroactive to 2015. Ex. 27.

On the morning of January 3, 2018, Liu admitted that she was under stress for several days, as she had to defend against criticism from persons who had made their concerns about her performance known to City Council. Ex. 15, 16. On January 3, 2018, Liu became fearful that her job was in jeopardy after the January 3, 2018 hearing was continued to January 17, 2018. Ex. 27.

Liu immediately took action on January 4, 2018, nearly 16 months after City Council increased her salary in September of 2016, and unilaterally attempted to make the 2016 increase retroactive to 2015. Ex. 25. Liu acted with no City Council knowledge or approval. Ex.

20-24, 27. Liu also acted in violation of her own administrative order, which provided that no merit increases would be given to appointed employees in fiscal year 2015/2016. Ex. 3.

Had the Personnel Order been followed, Liu would have received a \$30,000 lump sum deposit into her checking account. Ex. 27. More importantly, the retroactive pay increase would have directly increased Liu's pension calculation, and yielded her a higher lifetime retirement payout. Ex. 28. It is estimated that a \$30,000 increase to Liu's pay in 2015 would have increased her pension from \$106,100 to approximately \$111,500 annually. Ex. 28. If Liu lived to be 95 years-old, the unauthorized pay increase would have yielded Liu an extra \$363,000 in retirement pay, at the expense of taxpayers. Ex. 28.

Liu was more concerned with padding her pension than she was with impartially discharging her public duties. In ordering the pay increase without City Council knowledge or approval, Liu violated her duties to act impartially and faithfully regarding matters of appropriate, authorized, employee pay.

2. Liu Violated NRS 281A.400(2) When She Used Her Position in Government to Secure or Grant Unwarranted Privileges or Advantages for Herself

Liu used her position as City Manager, which permits her to sign personnel orders affecting employee pay and to order staff to issue payouts based on those orders, to attempt to give herself an unauthorized pay increase. Liu used her position to order her assistant to send the order to HR attempting to backdate her 2016 pay increase to November 5, 2015. Liu also used her position to order the HR Director to process payment on her behalf. When it became clear to the HR Director that Liu was acting without authority, Liu used her position to intimidate the HR Director in an attempt to get him to process the payment. Liu also used her position as City Manager to attempt to persuade IT staff to violate City policy and to suppress information from the City Attorney's office, all in an effort to cover up the fact that she had attempted to fast-track an unauthorized retroactive pay increase for herself, as she believed her job was in jeopardy.

3. Liu Violated NRS 281A.400(6) When She Suppressed Governmental Reports and Other Documents Because They Might Tend to Affect Unfavorably Her Pecuniary Interests

On January 9, 2018, Liu directed IT staff not to permit any staff, including the City Attorney's Office, access to her emails or electronic files. Such records are presumptively public records. The City Attorney has the right to access such information in order to carry out the functions of her position in accordance with the City Charter. City policy expressly permits the City Attorney to access electronic records in order to carry out the duties of her position. Ex. 29. Liu abused her position by ordering IT staff not to permit the City Attorney's office or any other staff access to her emails. Liu gave the order to IT staff only two business days after she received and sent herself copies of the Personnel Order and Memo, ordering staff to pay her an unauthorized retroactive pay raise. Discovery of the orders by the City Attorney or other staff might have jeopardized Liu's chances of receiving the unauthorized payment into her account.

On January 12, 2018, after she was placed on administrative leave, Liu again suppressed government information that might tend to negatively affect her pecuniary interests when she deleted all public records from her work cell phone.

4. Liu Violated NRS 281A.400(7) When She Used Governmental Time, Property, Equipment and Other Facility to Benefit Her Significant Personal or Financial Interest

As detailed above, Liu used the time of City employees Gipson, Palmer, and Cohen, during work hours (work hours of the City are Monday-Thursday, 8am-6pm) in order to attempt to pay herself an unauthorized pay increase, and to cover up her actions. In addition, Liu used City IT systems, including computers, servers, and internet access in an attempt to gain an unauthorized financial benefit for herself. Liu also used City forms printed on City paper, using City printers, to try and gain an unwarranted personal financial advantage.

5. Liu Violated NRS 281A.400(9) When She Attempted to Benefit Her Personal or Financial Interest Through the Influence of a Subordinate

As detailed above, Liu violated NRS 281A.400(9) when she influenced her subordinates, Palmer, Gipson, and Cohen to assist her in her attempt to secure and cover up an unauthorized retroactive pay increase for herself.

When Palmer questioned Liu about whether City Council knew about the unauthorized pay increase, Liu raised her voice and took a stern tone with him. Palmer interpreted her words and actions to mean that if he did not process her retroactive pay increase, he would be terminated. Although Liu conceded she did not have City Council's consent to act, she nevertheless ordered Palmer to push the pay raise through.

6. Liu Violated NRS 281A.420(1) When She Failed to Sufficiently Disclose Her Acceptance of a Pecuniary Interest to The Interest of Another Person That Is Reasonably Affected by an Official Matter

As detailed above, on January 4, 2018, Liu executed a personnel action form, ordering HR staff to pay her a retroactive pay increase to \$220,000, effective November 5, 2015. Ex. 18. On January 4, 2018, Liu also prepared a Memo, addressed from Liu to the Mayor and City Council, regarding "Merit Increase Related Concerns." Ex. 19. In the Memo, Liu purports to disclose to City Council that she believes her 2016 pay raise should have been made retroactive to November 5, 2015. Ex. 19. Liu, however, never transmitted the Memo to any member of City Council. Ex. 20-24. Nevertheless, Liu ordered her subordinate to transmit the Personnel Order and Memo to HR in order to process the retroactive pay increase for her benefit. Ex. 25.

Although Liu had time on the evening of January 4, 2018, at 10:13p.m. to email herself a copy of the Personnel Order and Memo to her personal email address, she did not find the time to discuss or disclose the Personnel Order or Memo with any member of City Council. Ex. 20-

24, 26. Liu also did not find time to disclose the matter to anyone the following week, beginning January 8, 2018. Liu also never raised the matter with City Council in the days and weeks preceding her 2017 annual review, scheduled for January 3, 2018, even though her performance and pay were at issue at an upcoming City Council meeting. Liu also never raised the matter to City Council after her review was moved to January 17, 2018.

City Council did not learn of Liu's attempt to help herself to a 2015 merit pay increase until the Personnel Order and Memo were inadvertently discovered through public records requests and brought to their attention by the City Attorney in late January, 2018.

Liu also never disclosed her belief, intent, or act to pay herself a 2015 merit increase to the City Attorney. It is the duty of the City attorney to opine on legal matters involving the City. Such duties include review and interpretation of all City contracts. If Liu truly believed she was entitled to a retroactive pay increase under the terms of her employment agreement, she should have confirmed with the City Attorney and the City Council that her interpretation was proper. Not only did Liu fail to disclose to the City Attorney what she had done, she actually took steps to make sure the City Attorney would not be able to access the documents commemorating the transaction in Liu's email inbox.

7. Liu Violated NRS 281A.420(3) When She Failed to Abstain from Acting On an Official Matter Which Is Materially Affected by His Acceptance of a Pecuniary interest

Liu violated 281A.420(3) when she took it upon herself to secretly order a retroactive pay increase for herself, dating back to November 2015. Such an act was not supported by the words, actions, agenda items, minutes, or contracts noticed and discussed in a public meeting of the City Council on September 7 and September 21, 2016. As discussed above, Liu should have disclosed her beliefs and actions to the City Council and the City Attorney. In addition, Liu should have abstained taking unilateral action on her own behalf. She should have asked the City Attorney to act on the matter on her behalf, or raised the issue for discussion and action by with City Council at a duly-noticed public meeting. Because Liu did neither, and instead chose to act on her own behalf in secret, Liu violated NRS 281A.420(3).

6. Witnesses (continued from page 3)

Name and Title (Person 3): Rebecca Gipson, Senior Executive Assistant, City of North Las Vegas

Address: 2250 Las Vegas Blvd North, North Las Vegas, NV 89030

Telephone: 702-633-1002 (work); 702-401-5065 (cell)

Email: gipsonr@cityofnorthlasvegas.com

Nature of testimony:

On or about January 4, 2018, during business hours, Liu ordered Gipson to prepare and transmit a personnel order to Human Resources, ordering that Liu receive a pay increase from \$190,000 to \$220,000, retroactive to November 5, 2015. Liu ordered Gipson to send the personnel order to Human Resources, along with a memorandum (the "Memo") addressed

from Liu to City Council that made it look like Liu had disclosed the retroactive pay increase to City Council, when in fact she had not. While Gipson was ordered to transmit the Memo to Human Resources, she was never ordered to transmit the Memo to City Council. Gipson believed that Liu had already transmitted the Memo to City Council when she emailed the Personnel Order and Memo to HR for processing and payment.

Name and Title (Person 4): Catherine Raynor, City Clerk, City of North Las Vegas

Address: 2250 Las Vegas Blvd North, North Las Vegas, NV 89030

Telephone: 702-633-1031 (work)

Email: raynorc@cityofnorthlasvegas.com

Nature of testimony:

Catherine Raynor is familiar with the processes of the City, the City Council, and the City Manager, for taking official action. She was present at both the September 7, 2016 and September 21, 2016 City Council meetings. On September 8, 2016, Raynor sent Liu an email letting her know that the official motion made at the September 7, 2016 meeting was to draft an amendment to Liu's contract, changing her salary from \$190,000 to \$220,000, presumably with the effective date of September 7, 2016. Raynor advised Liu to check with the City Attorney on whether an amendment needed to be drafted and placed on the September 21, 2016 agenda. Ultimately, an amendment to Liu's contract increasing her pay from \$190,000 to \$220,000 was drafted and placed on the September 21, 2016 agenda. The agenda item showed that the amendment was to become effective on September 7, 2016. At the September 21, 2016 City Council meeting, City Council moved to approve the agenda item as presented. At no point during either the September 7, 2016 meeting or during the September 21, 2016 City Council meeting did City Council vote to make Liu's pay increase retroactive to November 5, 2015.

Name and Title (Person 5): Adam Cohen, IT Manager, City of North Las Vegas

Address: 2250 Las Vegas Blvd North, North Las Vegas, NV 89030

Telephone: 702-633-1854 (work); 702-235-3588 (cell)

Email: cohenad@cityofnorthlasvegas.com

Nature of testimony:

On or about January 9, 2018, during business hours, Liu ordered Cohen not to provide access to her emails and/or electronic files at the request of any staff members, including the City Attorney's office, without public approval by City Council. Cohen questioned Liu on how he was supposed to handle public records requests and requests for information he receives from the Clerk's office and the City Attorney's office going forward, including those requests currently pending. He asked whether he should pass the requests onto Liu before processing them. Liu responded that she would like to be informed of any public records requests unless there was a formal investigation launched concerning her role as City Manager. This is believed to be an attempt on Liu's part to suppress City records ordering the unauthorized retroactive pay increase, because it might tend to affect unfavorably her pecuniary interest in receiving the pay increase. After Liu was placed on administrative leave, she returned her City cell phone to

City staff, wiped clean of all public documents, data, and information. This too is believed to be an attempt on Liu's part to suppress City records that might adversely affect her pecuniary interest in both receiving the unauthorized pay increase and a settlement or payout in connection with her separation.

Name and Title (Person 6): Scott Mahoney, Attorney, Fisher & Phillips, LLP

Address: 300 S 4th St #1500, Las Vegas, NV 89101

Telephone: (702) 252-3131 (work)

Email: smahoney@fisherphillips.com

Nature of testimony:

Mahoney was retained by City Attorney Micaela Moore to investigate whether Liu acted improperly when she ordered staff to increase her salary, retroactive to November 5, 2015. Mahoney interviewed Liu, Palmer, Gipson, Raynor, and Cohen. He also received confirmation from all five City Council members that they were never informed by Liu that she intended to help herself to a retroactive pay increase. He concluded that it was a matter of discretion on the part of the City Council whether to increase Liu's pay beyond the original \$190,000 base salary. He concluded that Liu did not interpret her employment agreement as guaranteeing her annual salary increases. He concluded that there was no documentation from September 2016 suggesting that when the City increased Liu's pay from \$190,000 to \$220,000 that it was intended to be retroactive to November 5, 2015.

Name and Title (Person 7): Tina Geiger, Financial Analyst III, City of North Las Vegas

Address: 2250 Las Vegas Blvd North, North Las Vegas, NV 89030

Telephone: (702) 633-1460 (work)

Email: geigert@cityofnorthlasvegas.com

Nature of testimony:

Geiger is familiar with City payroll practices. She can confirm that appointed employees did not receive merit increases from 2010-2016. She can also explain that a "Personnel Action Form" or "PAF" is a personnel order, effective when signed by the City Manager.

Name and Title (Person 8): Micaela Moore, City Attorney, City of North Las Vegas

Address: 2250 Las Vegas Blvd North, North Las Vegas, NV 89030

Telephone: (702) 633-1057 (work) 702-449-8440 (cell)

Email: moorem@cityofnorthlasvegas.com

Nature of testimony:

On January 9, 2018, Liu terminated Assistant City Manager Ryann Juden and then disseminated an email to all directors criticizing him. That email was immediately publicly disseminated. As a result, multiple public records requests came into the City through its Public Information Officer, Delen Goldberg, for Liu's emails in January of 2018. After Goldberg requested records in normal course from IT Manager Adam Cohen, Cohen revealed that Liu had

asked him not to share her emails with staff or the City Attorney. Goldberg and Cohen then shared this with City Attorney Moore, who was then granted access to Liu's inbox. Despite Liu's efforts to cover up the unauthorized retroactive pay increase, Moore discovered the personnel order and fictitious memo from Liu to City Council on or about January 24, 2018. She ordered that the matter be investigated by Fisher Phillips attorney Scott Mahoney.

Exhibit 1

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of December, 2014, by and between the CITY OF NORTH LAS VEGAS, State of Nevada, a municipal corporation, (hereinafter the "City") and QIONG XIANG LIU (hereinafter the "Employee"), both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Manager of the City of North Las Vegas, Nevada as provided by the City Charter of North Las Vegas; and

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of Employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by assuring Employee's peace of mind with respect to future security; and (3) to provide a just means for terminating Employee's services at such time as she may be fully unable to discharge her duties due to age or disability, or when the City may otherwise desire to terminate her employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of North Las Vegas, Nevada.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

The City hereby agrees to employ Employee as City Manager of the City of North Las Vegas, Nevada to perform all functions and duties imposed upon her by the North Las Vegas City Charter and by the North Las Vegas Municipal Code, and to perform other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign.

SECTION 2: TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 3 of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City for a term beginning November 1, 2014 and ending December 31, 2018. During this period, Employee agrees neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. However, absent a conflict of interest and upon reasonable written notice to the Mayor and Council, Employee may teach, consult, and accept speaking engagements on a fee basis for her own account.

D. In the event written notice is not given by either party to this Agreement to the other ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of three years. Said Agreement shall continue thereafter for three-year periods unless either party hereto gives ninety (90) days written notice to the other party that the party does not wish to extend this Agreement for an additional three-year term.

SECTION 3: TERMINATION AND SEVERANCE PAY

Termination may occur for cause or without cause.

Termination for cause shall mean termination of employment because of (i) conviction of embezzlement, misappropriation, or theft in the performance of any duties for the City; (b) conviction of any felony or conviction of a misdemeanor crime of moral turpitude or the City Manager entering into a plea agreement for any felony or any misdemeanor crime of moral turpitude; (c) the City Manager

manufacturing, distributing, dispensing, transporting, or possessing illegal drugs; (d) the City Manager being under the influence of alcohol during working hours or while on City property or in City vehicles; (e) intentional breach of this Agreement.

In the event of termination for cause, Employee shall be entitled to all compensation, including one hundred percent (100%) of her accrued annual, sick and holiday pay, but shall not be entitled to any further compensation or severance pay.

In the event Employee is terminated without cause by the Mayor and City Council during such time that Employee is willing and able to perform her duties under this Agreement, then and in that event, the City agrees to pay Employee a lump sum payment equal to twelve (12) months' aggregate salary and benefits or the Employee may elect to receive at her then current base rate of compensation in addition to one hundred percent (100%) of her accrued annual, sick, holiday pay, and executive benefits in the form of salary continuation payable on the normal payroll schedule followed by City for that severance period. This payment schedule is intended to include a PERS contribution during the 12 month period. Additionally, for a minimum of twelve (12) months, City shall pay the cost of health insurance for the Employee and dependents.

For the purpose of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the twelve (12) months of health insurance coverage shall apply to the eighteen month maximum continuation period.

In the event of the demise of the Employee, City agrees to provide health insurance benefits for Employee's dependents for up to one year; or to the end of the Employee's COBRA continuation period, whichever is less, the amount of which is not to exceed the City's responsibility under stop-loss coverage consistent with the City of North Las Vegas group health insurance and shall not be less than the City's responsibility under stop-loss coverage as of the effective date of this agreement.

Additionally, City agrees to provide life insurance coverage, in an amount equal to the coverage offered to other City Department Directors under City's group policy in effect at the time of separation, for a period of up to one year.

For purposes of this Agreement, termination shall occur when:

A majority of the governing body votes to terminate Employee at a duly authorized public meeting;

If the City of North Las Vegas citizens or legislature amends any provisions of the charter, code or enabling legislation diminishing the role, powers, duties, authority, or responsibilities of the City Manager's position, including governmental consolidation that diminishes the role of the City Manager, Employee shall have the right to declare that such amendments constitute termination;

If the Employee resigns following an offer to accept resignation, whether formal or informal, by the City as a representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

In the event the City at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than is applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice to comply with any other provision benefitting Employee herein, or Employee resigns following a suggestion, whether formal or informal, by the Mayor and City Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and content of the herein severance pay provision.

In the event Employee voluntarily resigns her position with the City before expiration of the aforesaid term of her employment, then Employee shall give the City 60 days advance written notice, unless the parties otherwise agree.

...

...

SECTION 4: DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of sixty (60) working days beyond any accrued sick leave, the City shall have the option of terminating this Agreement, subject to the severance pay requirements of Section 3. However, Employee shall be compensated for one hundred percent (100%) of her accrued annual, sick leave, holiday pay and other accrued benefits.

SECTION 5: SALARY

The City agrees to pay Employee for her services rendered pursuant thereto an annual base salary of One Hundred Ninety Thousand and No/100ths Dollars (\$190,000.00), payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that it is desirable to do so on the basis of performance of Employee.

SECTION 6: HOURS OF WORK

The Employee's work week shall be the same as other administrative employees of the City. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City and to that end, Employee shall be allowed to establish an appropriate work schedule.

SECTION 7: ANNUAL PERFORMANCE

Employee shall be given a performance evaluation on the annual anniversary from the date of this contract, and shall be eligible for a salary and/or bonus increase at that time. Such evaluation shall be based on written performance standards to be jointly developed by the City and Employee. Employee shall be eligible for merit and bonus adjustments resulting from the review.

...

...

SECTION 8: BENEFIT PLAN

In addition to the salary set forth in Section 5, Employee shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City. Employee will receive a car allowance in the amount of Five Hundred Dollars (\$500.00) per month. In addition, Employee shall be allowed five (5) paid administrative days annually.

SECTION 9: RETIREMENT

Employee will be eligible for participation in the Nevada Public Employees Retirement System (PERS) as other employees and City Department Directors. In addition to those benefits, Employee shall receive one and a half times of regular PERS credit purchased by City for each year of service up to the maximum amount allowed under PERS laws.

SECTION 10: DISABILITY, HEALTH AND LIFE INSURANCE

The City agrees to provide and maintain uninterrupted disability, health and life insurance as afforded to other executive and administrative employees of the City.

SECTION 11: DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her participation in national, regional, state and local associations and organizations necessary and desirable for her professional participation, growth and advancement, and for the good of the City.

SECTION 12: PROFESSIONAL DEVELOPMENT AND OTHER RELATED EXPENSES

A. The City hereby agrees to budget and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions necessary for professional development of Employee, but not limited to the Annual Conference of the International City Management Association, the State League of Municipalities, the State Municipal Manager's Association and such other national, regional state, and local governmental groups and committees thereof which Employee serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the City.

C. Employer recognizes that certain expenses of a non-personal nature but job related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 13: CIVIC CLUB MEMBERSHIP

The City recognizes the desirability of representation in and before local, civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which the City shall pay all expenses. Employee shall report to the City on each membership that she has taken out at the City's expense.

SECTION 14: INDEMNIFICATION

The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties as the City Manager, or resulting from the judgment or discretion in connection with the performance of program duties or responsibilities unless the act or omission involved willful or wanton conduct. The Employee may request and the City may not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor. Such expense payments shall continue beyond the Employee's service to the City as long as litigation is pending. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon as limited in this section. The City shall not so defend, save harmless or indemnify Employee for any act arising outside the scope of her duties. The

City will also provide for legal representation of Employee for any complaint filed before the Nevada State Ethics Commission for allegations related to conduct within the scope of Employee's employment.

SECTION 15: BONDING

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 16: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City charter or any other law.

B. All provisions of the City Charter and North Las Vegas Municipal Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits including the executive compensation plan enumerated specifically for the benefit of Employee except as herein provided.

C. Employee will be entitled to carry over all benefits accrued as Deputy City Manager and as Public Works Director/City Engineer.

SECTION 17: NO REDUCTION OF BENEFITS

The City shall not, at any time during the term of this Agreement, reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the City.

...

...

SECTION 18: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States

Postal Service, postage prepaid, addressed as follows:

The CITY:

The Mayor and Council of the City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 910
North Las Vegas, NV 89030

With a copy to:

City Attorney of City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 810
North Las Vegas, NV 89030

The EMPLOYEE:

Qiong Xiang Liu
2108 Snowbird Ct.
Las Vegas, NV 89128

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19: GENERAL PROVISIONS

A. **Governing Law/Jurisdiction:** The laws of the State of Nevada shall govern this Agreement and the jurisdiction for any and all litigation relevant to this Agreement shall be the County of Clark, State of Nevada.

B. **Attorney's Fees and Costs:** The prevailing party to any action in litigation relevant to the enforcement of the terms and conditions of this Agreement shall be entitled to its reasonable attorney's fees and costs associated with the same.

C. **The text herein shall constitute the entire Agreement between the parties.**

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

E. This Agreement shall become effective commencing November 5, 2014.

F. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF NORTH LAS VEGAS:

By:

JOHN J. LEE, Mayor

EMPLOYEE:

By:

QIONG X. LIU

ATTEST:

BARBARA ANDOLINA, City Clerk

APPROVED AS TO FORM:

SANDRA DOUGLASS MORGAN, City Attorney

Exhibit 2

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council

CC: Cass Palmer, HR Director

From: Qiong Liu, City Manager

Re: Merit Increase Related Concerns

Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Exhibit 3



CITY OF NORTH LAS VEGAS INTEROFFICE MEMORANDUM

To: Non-Represented Employees
From: Qiong X. Liu, City Manager
Subject: FY 2015/16 Compensation for Non-Represented Employees
Date: February 3, 2015


In order to address continuing budget deficits and economic conditions of the City, non-represented employees will receive the following changes to their compensation package for Fiscal Year 2015/16, which begins July 1, 2015:

1. No furloughs
2. Eliminate Cost of Living Allowance (COLA) and Merit Increases
3. Freeze Holiday Payout
4. Freeze Sick Leave Sell Back
Should a non-represented (appointed/confidential) employee with 10+ years of service separate from the City during FY 2015/16, employee will receive sick leave payout at 50%.
5. Healthcare Insurance: Employees will continue to contribute to health insurance premium based on their choice of healthcare options. Employees will have the option to opt out of the healthcare plan if they are covered through a spouse or domestic partner, and in compliance with the Affordable Care Act. These employees who choose to opt out must show proof of other insurance coverage, and will receive a monthly stipend of \$450.00 per month.
7. Annual Leave Maximum Cap will remain as follows:

<u>Length of Service</u>	<u>Maximum Leave Hours</u>
▪ 10 or less years (0-120 months)	460
▪ 10 or more years (121+ months)	532

<u>Length of Service (Directors only)</u>	<u>Maximum Leave Hours</u>
▪ 10 or less years (0-120 months)	500
▪ 10 or more years (121+ months)	572

Thank you for your continued support which will enable the City to weather our current financial challenges and maintain services to our community.


Qiong X. Liu, P.E., PTOE
City Manager

QXL/jaw

ORDINANCE NO. 2662

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS REPEALING ORDINANCE NO. 2609 AND EXTENDING A MORATORIUM OF ORDINANCE NO. 2594 FOR FY2014/2015 AND FY 2015/2016 REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED AND CONFIDENTIAL EMPLOYEES AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, THE City of North Las Vegas is experiencing continued fiscal constraints and must submit a balanced budget, it has become necessary to make compensation adjustments as governed under Ordinance No. 2594 for Appointed and Confidential employees for FY2014/2015 and FY2015/2016;

WHEREAS, it is vital that all employees, regardless of representation, share in the solution to our budget shortfall;

WHEREAS, due to the size of the budget deficit, the City of North Las Vegas is negotiating with Unions to obtain contractual concessions;

WHEREAS, this Moratorium will, authorize the City Manager to establish by administrative order, an appropriate compensation package, for Appointed and Confidential employees, which may include, but not be limited to the following:

- Elimination of Cost of Living Allowance (COLA) and Merit Increases
- Elimination of Holiday Payout
- Elimination of Sick Leave Sell Back
- Adjusting and/or lifting caps to leave balances as deemed appropriate
- Unpaid Holidays (furlough)
- Contributions to medical benefits

WHEREAS, the City Council understand that over the next two (2) fiscal years through June 2016, is sufficient time for staff to review the existing ordinance based on budget considerations and propose various amendments or lift the moratorium.

ACCORDINGLY, THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS DOES ORDAIN:

SECTION 1: MORATORIUM. The City Council of the City of North Las Vegas does hereby declare a moratorium suspending Ordinance No. 2594 which establishes the terms and conditions of employment for Appointed and Confidential employees and other matters properly related thereto through FY2015/2016.

SECTION 2: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the North Las Vegas City Attorney's Office as to the constitutionality of this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or person.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect remaining provisions of this ordinance.

SECTION 4: EFFECTIVE DATE: This ordinance shall become effective after its passage by the City Council of the City of North Las Vegas, and after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 or NRS, as amended from time to time.

SECTION 5: PUBLICATION. The City Clerk shall cause this ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 or NRS, as amended from time to time.

PASSED AND ADOPTED THIS 4th day of June, 2014.

APPROVED:


JOHN J. LEE, MAYOR

ATTEST:


BARBARA A. ANDOLINA, CITY CLERK

ORDINANCE NO. 2664

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS REPEALING ORDINANCE NO. 2610 AND EXTENDING A MORATORIUM OF ORDINANCE NO. 2593 FOR FY2014/2015 AND FY2015/2016 REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR ASSISTANT CITY MANAGERS, DEPARTMENT DIRECTORS AND ASSISTANT DEPARTMENT DIRECTORS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, THE City of North Las Vegas is experiencing continued fiscal constraints and must submit a balanced budget, it has become necessary to make compensation adjustments as governed under Ordinance No. 2593 for Assistant City Managers, Department Directors and Assistant Department Directors for FY2014/2015 and FY2015/2016;

WHEREAS, it is vital that all employees, regardless of representation, share in the solution to our budget shortfall;

WHEREAS, due to the size of the budget deficit, the City of North Las Vegas is negotiating with Unions to obtain contractual concessions;

WHEREAS, this Moratorium will, authorize the City Manager to establish by administrative order, an appropriate compensation package, for Assistant City Managers, Department Directors and Assistant Department Directors, which may include, but not be limited to the following:

- Elimination of Cost of Living Allowance (COLA) and Merit Increases
- Elimination of Holiday Payout
- Elimination of Sick Leave Sell Back
- Adjusting and/or lifting caps to leave balances as deemed appropriate
- Unpaid Holidays (furlough)
- Contributions to medical benefits

WHEREAS, the City Council understands that over the next two (2) fiscal years, through June 2016, is sufficient time for staff to review the existing ordinance based on budget considerations and propose various amendments or lift the moratorium.

ACCORDINGLY, THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS DOES ORDAIN:

SECTION 1: MORATORIUM. The City Council of the City of North Las Vegas does hereby declare a moratorium suspending Ordinance No. 2593 which establishes the terms and conditions of employment for Assistant City Managers, Department Directors and Assistant Department Directors and other matters properly related thereto through FY2015/2016.

SECTION 2: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the North Las Vegas City Attorney's Office as to the constitutionality of this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or person.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect remaining provisions of this ordinance.

SECTION 4: EFFECTIVE DATE: This ordinance shall become effective after its passage by the City Council of the City of North Las Vegas, and after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 or NRS, as amended from time to time.

SECTION 5: PUBLICATION. The City Clerk shall cause this ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 or NRS, as amended from time to time.

PASSED AND ADOPTED THIS 4th day of June, 2014.

APPROVED:

JOHN J. LEE, MAYOR

ATTEST:


BARBARA A. ANDOLINA, CITY CLERK

ORDINANCE NO. 2593

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS REPEALING ORDINANCES 2553 AND TO ESTABLISH TERMS AND CONDITIONS OF EMPLOYMENT FOR ASSISTANT CITY MANAGERS, DEPARTMENT DIRECTORS AND ASSISTANT DEPARTMENT DIRECTORS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA DOES ORDAIN:

SECTION ONE: Ordinance Numbers 2553 are hereby repealed.

SECTION TWO: **APPLICATION.** This Ordinance shall apply only to employees assigned to Assistant City Manager, Department Director and Assistant Department Director job classifications and other key positions in the same pay grade as the Assistant City Manager, Department Director and Assistant Department Director job classifications.

SECTION THREE: **AUTHORITY OF CITY MANAGER.** In addition to any and all other authority or powers conferred upon him/her by statute, charter or ordinance, the City Manager, at his/her discretion and subject to available funding, shall have the authority to set and/or increase salaries within the salary range approved by City Council and maintained by Human Resources.

SECTION FOUR: **MEDICAL CERTIFICATION.** Before assumption of duties, employment is contingent upon successfully completing a pre-employment medical examination, including a drug screen, from a City selected state licensed professional, medical facility or agency.

SECTION FIVE: **HOURS OF WORK.** Personnel shall be required to work a minimum of nine (9) hours per day and thirty-six (36) hours per week. The City's workweek shall consist of four (4) consecutive days in a calendar week, as determined by the City Manager.

SECTION SIX: **WAGES and SALARY ADJUSTMENTS.** Wage ranges for each position covered by this Ordinance shall be set by City Council and maintained by Human Resources. Salary adjustments within the pay ranges shall be based on performance. Evaluations will be done annually in accordance with the City's Performance Management System and Performance Evaluation Policy.

SECTION SEVEN: **COST OF LIVING.** Beginning July 1, 2008 and continuing on the first day of July each year thereafter, covered employees shall receive a cost of living increase equal to the highest cost of living increase provided pursuant to the collective bargaining agreements in place between the City and the Teamsters Local 14, the North Las Vegas Police Officers Association and the International Association of Fire Fighters. Notwithstanding the foregoing, for

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Fiscal Year 2010-2011 and 2011-2012, the City Manager is authorized to establish, by administrative order, an appropriate cost of living adjustment, if any.

SECTION EIGHT: LONGEVITY.

- A. Employees hired by the City in a covered position on or before June 30, 1997 will receive longevity pay. Commencing seven (7) years after the adjusted service date of the covered employee, employee shall receive an additional three and one-half percent (3.5%) of his salary as longevity pay and an additional one-half percent (½%) each year thereafter until reaching a maximum of ten percent (10%).
- B. Employees hired on or after July 1, 1997 are not eligible for longevity pay.
- C. Employees who are promoted from a classified position to a covered position and who are receiving longevity pay above ten percent (10%) shall continue to receive longevity pay at that rate but shall be capped at that percentage.

SECTION NINE: LEAVE TIME. Except as provided in Subsection F, employees covered by this Ordinance shall receive leave time in accordance with the following:

A. LEGAL HOLIDAYS.

In accordance with NRS 236.015, the following eleven (11) days are declared to be legal holidays:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King, Jr.'s Birthday)
- Third Monday in February (President's Day)
- Las Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veterans' Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday following the fourth Thursday in November (Family Day)
- December 25 (Christmas Day)

In addition, employees shall also receive the following holidays:

- Second Monday in October (Columbus Day)
- Employee's Birthday

1. Employees shall elect to be paid for or accrue holidays. In the second pay periods of February and August, employees having elected to be paid shall be compensated for all holiday time accrued and employees having elected to accrue holiday time shall be paid

for all time in excess of the current maximum leave accrual. Notwithstanding the foregoing, by administrative order, holiday time for Fiscal Year 2011- 2012 can only be accrued and will not be paid.

2. Holiday leave accrual maximum will be set by the highest maximum provided pursuant to the collective bargaining agreements in place between the City and the Teamsters Local 14, the North Las Vegas Police Officers Association and the International Association of Fire Fighters. Notwithstanding the foregoing, for Fiscal Year 2010-2011, and 2011-2012, the City Manager is authorized to establish, by administrative order, the appropriate holiday and maximum holiday accrual and caps, if any.
3. Employees who promote into the job classifications covered by this ordinance will maintain holiday leave accruals and maximums if greater than the provisions of this ordinance.

B. ANNUAL LEAVE.

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

1. Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service.
2. Annual leave shall accrue on a bi-weekly basis from date of hire or adjusted service date with a maximum accrual as of June 30 of each year in accordance with the current leave accrual rates and maximum limits.
3. Annual leave accrual rates and maximum accrual limits will be at least equivalent to those provided pursuant to the collective bargaining agreements in place between the City and the Teamsters Local 14, the North Las Vegas Police Officers Association and the International Association of Fire Fighters. Notwithstanding the foregoing, for Fiscal Year 2010-2-11, and 2011-2012, the City Manager is authorized to establish, by administrative order, the annual and maximum annual accruals and caps, if any.
4. It is the City's policy that employees take their annual leave. As of June 30, 1985 and each successive year on June 30, any leave accrued will be reduced to the maximum accrual. If the City denies a reasonable leave request, the employee will be paid the excess hours accumulated above the maximum at the employee's regular rate of pay.
5. To the extent consistent with the efficient operation of the City, annual leave shall be scheduled according to the employee's wishes and such scheduling must be approved by the City Manager or designee who, for budgetary and manpower planning purposes, may require a two (2) week advance written notice of an employee's request for annual leave.
6. Employees who promote into the job classifications covered by this ordinance will maintain annual leave accrual rates and maximum limits if greater than the provisions of this ordinance.

C. SICK LEAVE

Employees, except those engaged on a temporary basis, who by illness or injury are incapacitated from the performance of their duties or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay. Sick leave buy back shall be in accordance with City policy.

1. Sick leave with pay will be granted only to those employees who have been employed on a full-time basis for a period of two (2) consecutive months.
2. Any abuse of sick leave is cause for disciplinary action. The City Manager or designee may require a doctor's certificate for any period of illness of three (3) consecutive days or more or where a pattern of use is identified.
3. Sick leave accrual rates and maximum accrual limits will be at least equivalent to those provided pursuant to the collective bargaining agreements in place between the City and the Teamsters Local 14, the North Las Vegas Police Officers Association and the International Association of Fire Fighters; and shall be charged on an hourly basis as used.
4. An employee hired on or before June 30, 1984, shall be paid one hundred percent (100%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation.
5. An employee hired after June 30, 1984 with a minimum of ten (10) years of City Service shall be paid fifty percent (50%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation.
6. Upon the death of an employee, one hundred (100%) percent of his accrued sick leave shall be paid to his PERS designated beneficiary or, to the estate of the employee in the absence of such designation.
7. Employees who promote into the job classifications covered by this ordinance will maintain sick leave accrual rates and maximum limits if greater than the provisions of this ordinance.

D. INCIDENTAL LEAVE TIME

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1. Emergency Leave. When a death, serious illness or an injury occur in the immediate family (immediate family defined as spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, step, adopted, or foster relationships), the employee may be granted emergency leave with pay. Emergency leave shall accrue at the rate of three (3) days after one (1) year of service credit, and one day each additional year of service not to exceed fifteen (15) days maximum accrual. Emergency leave shall be approved by the Department Director or his designee.
2. Military Leave. Military leave will be provided according to the law.
3. Jury Duty Leave. Employee called to serve on jury duty shall so notify their department head as soon as possible and shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular pay and retain all jury duty pay. Those employees called but not selected to serve on a jury shall report to work when excused.

E. LEAVE PAYOUTS

For purposes of calculating leave payouts, the provisions the employee is governed by at time of separation will be the basis for that calculation. Date of service, for that purpose, shall be the original hire date with the City.

F. LEAVE CARRY OVERS

Employees who promote into the job classifications covered by this ordinance will maintain leave accrual rates and maximum limits if greater than the provisions of this ordinance.

SECTION TEN: INSURANCE

- A. LIFE: The City shall provide life insurance protection in an amount equal to one times the employee's annual base salary with double-indemnity for accidental death.
- B. MEDICAL: The City shall provide a health benefit package that will include medical, dental, and vision. The City shall pay 100% of the employee's premium cost for medical, dental and vision coverage, however, the City reserves the right to require employees to share the premium cost when deemed necessary. This practice will be reviewed annually. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured.
- C. WORKER'S COMPENSATION:

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1. All employees are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act (OSHA).
 2. Employees shall abide by Workers Compensation Policy as set forth in City Policy.
- D. **LIABILITY:** The City shall provide liability insurance protection for each employee through a contract for insurance or a self-insurance fund to cover claims occurring while in the performance of official duties, in accordance with NRS 41.0339.
- E. In addition to the benefits set forth in Subsections 10(A) through 10(D), City Manager, City Attorney, Assistant City Managers, Assistant City Attorney and Department Directors shall receive the following benefit:
1. **ANNUAL EXECUTIVE PHYSICAL.** Where not already provided by separate contract, the City shall provide an annual Executive Physical. The City shall pay for a two (2) day diagnostic physical with a provider/clinic contracted by the City.

LONG TERM DISABILITY. The City shall provide a long term disability insurance policy and pay 100% of the monthly premium.

SECTION ELEVEN: RETIREMENT The City will pay the employee's portion of the retirement contribution under the Employee's Pay Contribution Plan in the manner provided for by NRS 286.

SECTION TWELVE: LICENSES, BONDS AND FEES When the City requires an employee to have a fidelity bond, the premium of said bond shall be paid by the City.

SECTION THIRTEEN: NON-INFRINGEMENT OF RIGHTS The City Council of the City of North Las Vegas has been informed by the City Attorney as to the constitutionality of this ordinance and based upon such information we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or persons.

SECTION FOURTEEN: SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect the validity and enforceability of the remaining provisions of this Ordinance.

SECTION FIFTEEN: EFFECTIVE DATE. This Ordinance shall become effective after its passage by the City Council of the City of North Las Vegas and, after such passage by the City

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Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION SIXTEEN: PUBLICATION. The City Clerk shall cause this Ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

PASSED AND ADOPTED THIS 6th day of JULY, 2011.

AYES: Mayor Buck, Council Members Eliason, Wood and Goynes-Brown

NAYES: NONE

ABSENT: NONE

APPROVED:

Shari Buck
SHARI L. BUCK, MAYOR

ATTEST:

Karen L Storm
KAREN L. STORMS, CMC, CITY CLERK

ORDINANCE NO. 2594

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS REPEALING ORDINANCES 2554 AND ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED AND CONFIDENTIAL EMPLOYEES AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA DOES ORDAIN:

SECTION ONE: Ordinance Numbers 2554 is hereby repealed.

SECTION TWO: **APPLICATION.** This Ordinance shall apply only to employees assigned to Appointed and Confidential job classifications.

SECTION THREE: **AUTHORITY OF CITY MANAGER.** In addition to any and all other authority or powers conferred upon him/her by statute, charter or ordinance, the City Manager, at his/her discretion and subject to available funding, shall have the authority to set and/or increase salaries within the salary range approved by City Council and maintained by Human Resources.

SECTION FOUR: **MEDICAL CERTIFICATION.** Before assumption of duties, employment is contingent upon successfully completing a pre-employment medical examination, including a drug screen, from a City-selected state licensed professional, medical facility or agency.

SECTION FIVE: **AT-WILL EMPLOYMENT.** Appointed employees are at-will. "At-will employment" means the City has the right to terminate the employment of an employee at any time with or without cause. The terms and conditions of employment may be changed at any time by the City. The employee has no contractual right to grieve or have access to any internal or external review process to challenge any decision made by the City. Employees, in turn, are not obligated to work for the City for any specific period of time or under specific conditions or terms.

SECTION SIX: **CONFIDENTIAL EMPLOYEES.** After a Confidential employee passes probation, the Confidential employee may only be disciplined or terminated for cause. Confidential employees who have completed probation may appeal discipline or termination as set forth in the Civil Service Rules.

SECTION SEVEN: **HOURS OF WORK.** Employees shall be required to work a minimum of nine (9) hours per day and thirty-six (36) hours per week. The City's work week shall consist of four (4) consecutive days in a calendar week, as determined by the City Manager.

SECTION EIGHT: **OVERTIME.** Overtime shall be paid to non-exempt employees after thirty-six (36) hours per week.

SECTION NINE: **WAGES and SALARY ADJUSTMENTS.** Wage ranges for each position covered by this Ordinance shall be set by City Council and maintained by Human Resources. Salary adjustments shall be based on performance. Evaluations will be done annually in accordance with the City's Performance Management System and Performance Evaluation Policy.

SECTION TEN: **COST OF LIVING.** Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association and the International Association of Fire Fighters. The agreement providing the highest cost of living adjustment will be applied to all employees covered by this Ordinance. Notwithstanding the forgoing, for Fiscal Year 2010-2011 and 2011-2012, the City Manager is authorized to establish, by administrative order, an appropriate cost of living adjustment, if any.

SECTION ELEVEN: **WORK OUT OF CLASSIFICATION.** An employee required by his Department Director to temporarily assume the responsibilities of an established position of higher classification shall receive a wage equal to five percent (5%) above his base salary beginning the thirty-first 31st day after assuming those duties and for the duration of the assignment.

SECTION TWELVE: **LOBBYIST COMPENSATION.** Any time the Nevada State Legislature is in session, the City Manager shall have the discretion to compensate lobbying employees up to one (1) additional day (nine hours) per week for each week the employee is lobbying for the City in Carson City. This additional compensation is authorized in order to compensate any lobbying employee for working on non-scheduled days while the Legislature is in session and for the hours above and beyond the normal work week which such lobbyist is expected to serve on behalf of the City during the Legislative Session.

SECTION THIRTEEN: **LONGEVITY.**

- A. Employees hired by the City in a covered position on or before June 30, 1997 will receive longevity pay. Commencing seven (7) years after the adjusted service date of an employee, employees shall receive an additional three and one-half (3.5%) of his salary as longevity pay and an additional one-half percent (½%) each year thereafter until reaching a maximum of ten percent (10%).
- B. Employees hired on or after July 1, 1997 are not eligible for longevity pay.
- C. Employees who are promoted from classified service to a covered position and who are receiving longevity pay above ten percent (10%) shall continue to receive that rate but shall be capped at that percentage.

SECTION FOURTEEN: LEAVE TIME.

A. HOLIDAYS.

Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association and the International Association of Fire Fighters. The agreement providing the most holidays and the highest maximum holiday accrual will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Year 2010-2011, and 2011-2012, the City Manager is authorized to establish, by administrative order, the appropriate holiday and maximum holiday accrual.

1. Employees shall elect to be paid for or accrue holidays. In the second pay periods of February and August, employees having elected to be paid shall be compensated for all holiday time accrued and employees having elected to accrue holiday time shall be paid for all time in excess of the current maximum leave accrual. Notwithstanding the foregoing, by administrative order, holiday time for Fiscal Year 2011- 2012 can only be accrued and will not be paid.

B. ANNUAL LEAVE.

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

1. Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service.
2. Annual leave shall accrue on a bi-weekly basis from date of hire or adjusted service date in accordance with the current leave accrual rates and maximum limits, using the amount accrued by June 30 of each year to determine whether the maximum limit has been reached.
3. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association and the International Association of Fire Fighters. The agreement providing the highest accrual rate and maximum accrual cap will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Year 2010-2011 and 2011-2012, the City Manager is authorized to establish, by administrative order, the annual and maximum annual accruals and caps, if any.
4. It is the City's policy that employees take their annual leave. As of June 30, 1985 and each successive year on June 30, any leave accrued will be reduced to the maximum accruable. If the City denies a reasonable leave request, the employee will be paid the excess hours accumulated above the maximum at the employee's regular rate of pay.

5. To the extent consistent with the efficient operation of the City, annual leave shall be scheduled according to the employee's wishes and such scheduling must be approved by the City Manager or designee who, for budgetary and manpower planning purposes, may require a two (2) week advance written notice of an employee's request for annual leave.

C. SICK LEAVE

Employees, except those engaged on a temporary basis, who by illness or injury are incapacitated from the performance of their duties or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay. Sick leave buy back shall be in accordance with City policy.

1. Sick leave shall accrue at the rate of 4.15384 hours bi-weekly and shall be charged on an hourly basis as used.
2. Sick leave with pay will be granted only to those employees who have been employed on a full-time basis for a period of two (2) consecutive months.
3. An employee hired on or before June 30, 1984, shall be paid one hundred percent (100%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation.
4. An employee hired after June 30, 1984 with a minimum of ten (10) years of City Service shall be paid fifty percent (50%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation. Employees with less than ten (10) years of service will not be compensated for unused sick leave.
5. Upon the death of an employee, one hundred (100%) percent of his accrued sick leave shall be paid to his PERS designated beneficiary or, to the estate of the employee in the absence of such designation.
6. Employees who are promoted from a classified position to a position covered by this Ordinance and who are receiving greater sick leave accruals or payouts in the classified position shall retain those same sick leave benefits.

D. INCIDENTAL LEAVE TIME

1. **Emergency Leave.** When a death, serious illness or an injury occur in the immediate family (immediate family defined as spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, step, adopted, or foster relationships), the employee may be granted emergency leave with pay. Emergency leave shall accrue at the rate of three (3) days after one

(1) year of service credit, and one day each additional year of service not to exceed fifteen (15) days maximum accrual. Emergency leave shall be approved by the Department Director or his designee.

2. Military Leave. Military leave will be provided according to the law.
3. Jury Duty Leave. Employees called to serve on jury duty shall so notify their department head as soon as possible and shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular pay and retain all jury duty pay. Those employees called but not selected to serve on a jury shall report to work when excused.

E. LEAVE PAYOUTS

For purposes of calculating leave payouts, the provisions the employee is governed by at time of separation will be the basis for that calculation. Date of service, for that purpose, shall be the original hire date with the City.

SECTION FIFTEEN: INSURANCE

- A. LIFE: The City shall provide life insurance protection in an amount equal to the employee's annual base salary with double-indemnity for accidental death. Base salary is defined as the actual annual salary of an employee set forth in the assigned salary grade and does not include longevity, overtime or any special pay, including, but not limited to, call-out pay, standby pay, clothing allowance or bilingual pay.
- B. MEDICAL: The City shall provide a health benefit package which will include medical, dental, and vision. The City shall pay 100% of the employee's premium cost for medical, dental and vision coverage, however, the City reserves the right to require employees to share the premium cost when deemed necessary. This practice will be reviewed annually. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured.
- C. WORKER'S COMPENSATION:
 1. All employees are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act (OSHA).
 2. Employees shall abide by Workers Compensation Policy as set forth in City Policy.
- D. LIABILITY: The City shall provide liability insurance protection for each employee through a contract for insurance or a self-insurance fund to cover claims occurring while in the performance of official duties, in accordance with NRS 41.0339.

SECTION SIXTEEN: RETIREMENT. The City will pay the employee's portion of the retirement contribution under the Employee's Pay Contribution Plan in the manner provided for by NRS 286.

SECTION SEVENTEEN: LICENSES, BONDS AND FEES. When the City requires an employee to have a fidelity bond, the premium of said bond shall be paid by the City.

SECTION EIGHTEEN: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the City Attorney as to the constitutionality of this ordinance and based upon such information we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or persons.

SECTION NINETEEN: SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect the validity and enforceability of the remaining provisions of this Ordinance.

SECTION TWENTY: EFFECTIVE DATE. This Ordinance shall become effective after its passage by the City Council of the City of North Las Vegas and, after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION TWENTY-ONE: PUBLICATION. The City Clerk shall cause this Ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

PASSED AND ADOPTED THIS 6th day of JULY, 2011.

AYES: Mayor Buck, Council Members Ellason, Wood and Goynes-Brown

NAYES: NONE

ABSENT: NONE

APPROVED:


SHARI L. BUCK, MAYOR

ATTEST:


KAREN L. STORMS, CMC, CITY CLERK

Exhibit 4

Employee Increases / Decreases

	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16
Teamsters	COLA: 4.25% ONLY PAID 7/1/10-12/31/10 MERIT INCREASES Furloughs : 10 days (4.8% Salary reduction)	Furloughs : 12 days (5.8% Salary reduction)	MERIT INCREASES	ONE TIME SETTLEMENT PAYMENT		
Non-Represented		Furloughs : 10 days (4.8% Salary reduction)	Furloughs : 10 days (4.8% Salary reduction)	Furloughs : 10 days (4.8% Salary reduction)		
Fire				ONE TIME SETTLEMENT PAYMENT	COLA: 2.00% MERIT INCREASES	MERIT INCREASES
Police - POA	COLA: 4.25% MERIT INCREASES	MERIT INCREASES		ONE TIME SETTLEMENT PAYMENT	MERIT INCREASES	MERIT INCREASES (One time lump sum pyrt
Police - PSA	COLA: 4.25%			ONE TIME SETTLEMENT PAYMENT	COLA: 6% (3% July 1 & 3% Jan 1)	

Exhibit 5



Sandra Morgan <morgans@cityofnorthlasvegas.com>

FY 2016/17 Compensation for Non-Represented Employees

Joyce Wood <woodja@cityofnorthlasvegas.com>

Tue, Jun 21, 2016 at 5:30 PM

To: Claudia Aguayo <AguayoC@cityofnorthlasvegas.com>, "Tammy (CA) Bonner" <BonnerT@cityofnorthlasvegas.com>, Sandra Douglass Morgan <MorganS@cityofnorthlasvegas.com>, Bethany Sanchez <SanchezB@cityofnorthlasvegas.com>, Christopher Craft <craftc@cityofnorthlasvegas.com>, Michelle Harrell <harrellm@cityofnorthlasvegas.com>, Heather McAlister <McAlisterH@cityofnorthlasvegas.com>, Jose Valenzuela <valenzuelaj@cityofnorthlasvegas.com>, Deep Goswami <GoswamiD@cityofnorthlasvegas.com>, Felizia Hernandez <hernandezf@cityofnorthlasvegas.com>, Raul Ortiz <ortizr@cityofnorthlasvegas.com>, Kimberly Phillips <PhillipsK@cityofnorthlasvegas.com>, James Smedley <smedleyj@cityofnorthlasvegas.com>, Catherine Raynor <raynorc@cityofnorthlasvegas.com>, Elisa Bradshaw <bradshawe@cityofnorthlasvegas.com>, Ryann Juden <judenr@cityofnorthlasvegas.com>, Delen Goldberg <goldbergd@cityofnorthlasvegas.com>, Pamela Dittmar <DittmarP@cityofnorthlasvegas.com>, Donna Gamble <GambleD@cityofnorthlasvegas.com>, Gina Gavan <Gavang@cityofnorthlasvegas.com>, William Legere <LegereB@cityofnorthlasvegas.com>, Terri Sheridan <sheridant@cityofnorthlasvegas.com>, Carlito Rayos <rayosc@cityofnorthlasvegas.com>, Ray Kessler <KesslerR@cityofnorthlasvegas.com>, Jeff Lytle <lytlej@cityofnorthlasvegas.com>, Jessica Megallon <MegallonJ@cityofnorthlasvegas.com>, George Arting <ArtingG@cityofnorthlasvegas.com>, Deborah Barton <BartonD@cityofnorthlasvegas.com>, Rhonda Garlick <garlickr@cityofnorthlasvegas.com>, Tina Geiger <GeigerT@cityofnorthlasvegas.com>, Jennifer Grover <groverj@cityofnorthlasvegas.com>, Chad McArdle <mcardlec@cityofnorthlasvegas.com>, Juliet McCauley <McCauleyJ@cityofnorthlasvegas.com>, Natalia Petrova <petrovan@cityofnorthlasvegas.com>, Darren Adair <adaird@cityofnorthlasvegas.com>, Sandy Kasumovic <KasumovicS@cityofnorthlasvegas.com>, Justin O'Brien <obrienj@cityofnorthlasvegas.com>, Linda Poleski <PoleskiL@cityofnorthlasvegas.com>, Michael Smith <SmithM@cityofnorthlasvegas.com>, Kari Turkal-Barrett <turkalbarrett@cityofnorthlasvegas.com>, Forrest Lewis <LewisF@cityofnorthlasvegas.com>, Nancy Chavez <ChavezN@cityofnorthlasvegas.com>, Amanda Dillard <DillardA@cityofnorthlasvegas.com>, Chauntelle Popp <poppc@cityofnorthlasvegas.com>, Markie Dixon <DixonM@cityofnorthlasvegas.com>, Kimalee Goldstein <goldsteink@cityofnorthlasvegas.com>, Cindy Marshall <marshallc@cityofnorthlasvegas.com>, Cass Palmer <palmerc@cityofnorthlasvegas.com>, Anthony Danford <DanfordA@cityofnorthlasvegas.com>, David Noahr <NoahrD@cityofnorthlasvegas.com>, Alexander Perez <pereza@cityofnorthlasvegas.com>, Teresa Smith <SmithT@cityofnorthlasvegas.com>, Erika Leaper <leapere@cityofnorthlasvegas.com>, Heidi Campbell <campbellh@cityofnorthlasvegas.com>, Jan Lucherini <LucheriniJ@cityofnorthlasvegas.com>, Justin Roberts <RobertsJ@cityofnorthlasvegas.com>, Laura Roman Argueta <romanl@cityofnorthlasvegas.com>, Michael Carmody <carmodym@cityofnorthlasvegas.com>, Melissa Tate <tatem@cityofnorthlasvegas.com>, Robert Hanks Jr <HanksR@cityofnorthlasvegas.com>, Jennifer Doody <DoodyJ@cityofnorthlasvegas.com>, Michael Hudgeons <hudgeonsm@cityofnorthlasvegas.com>, Randy DeVaul <DeVaulR@cityofnorthlasvegas.com>, Joemel Llamado <llamadoj@cityofnorthlasvegas.com>, William Riggs <riggsw@cityofnorthlasvegas.com>, Lectisia Romero <RomeroL@cityofnorthlasvegas.com>, Romina Chapman-Wilson <WilsonR@cityofnorthlasvegas.com>

Cc: Qiong Liu <liuq@cityofnorthlasvegas.com>, Joyce Wood <WoodJA@cityofnorthlasvegas.com>

Please see the attached memo from Dr. Liu regarding FY 2016/17 compensation for non-represented employees.

Thank you.

3 attachments

non-represented memo 062116.pdf
59K

Ordinance 2763.pdf
216K

Ordinance 2762.pdf
216K



CITY OF NORTH LAS VEGAS

INTEROFFICE MEMORANDUM

To: Non-Represented Employees
From: Qiong X. Liu, City Manager
Subject: FY 2016/17 Compensation for Non-Represented Employees
Date: June 21, 2016

On behalf of the Mayor and City Council, I would like to thank you for your contribution and continued support in our collective efforts to further strengthen the City's financial conditions. I have personally observed the many sacrifices as well as the 50% workforce reduction that you have collectively endured since 2008.

As the City continues to rebuild and improve its chance to succeed, the City Council passed and adopted Ordinance No. 2762 (repealing Ordinance No. 2594) on June 15 to improve the terms and conditions of employment for all appointed and confidential employees. Additionally, Ordinance No. 2763 (repealing Ordinance No. 2593) will improve the terms and conditions of employment for assistant city managers, department directors and assistant department directors, upon City Council's final approval on July 6. A copy of the new ordinances are attached to this memo for your reference.

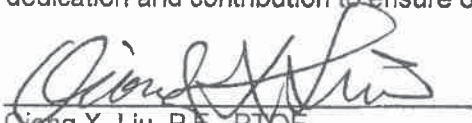
To reflect some of the changes in labor contracts, all non-represented employees will receive the following changes to their compensation/benefits package for the upcoming fiscal year which begins July 1, 2016:

1. No Cost of Living Allowance (COLA).
2. Merit Increases return on anniversary date for those employees who are not yet topped out in their pay scale, and the amount of such increase will be determined by your supervisor and department director.
3. Eliminate Annual Holiday Payout. Non-represented employees will be allowed to accrue holiday leave up to a maximum level of 540 hours. All hours in excess of 540 will be forfeited each year on the pay period that includes June 30.
4. Eliminate annual Sick Leave Sell Back.
Should a non-represented employee with 10+ years of service separate from the City during FY 2016/17, employee will receive sick leave payout at 50%.
5. Healthcare Insurance: Employees will continue to contribute to health insurance premium based on their choice of healthcare options. Employees will have the option to opt out of the healthcare plan if they are covered through a spouse or domestic partner, and in compliance with the Affordable Care Act. These employees who choose to opt out must show proof of other insurance coverage, and will receive a monthly stipend of \$450.00 per month.

6. Similar to the one-time settlement amounts that were provided to union employees, employees will receive one time compensation in the form of miscellaneous annual leave hours that is equal to one-third of the furlough hours taken as a non-represented employee during fiscal years 2011-12, 2012-2013 and 2013-14. Such leave hours will be placed in your leave bank no later than the July 14th paycheck. Should you have any questions regarding the leave hours you receive, please contact Tina Geiger at x3610.
7. Effective June 25, 2016, Annual Leave Maximum Cap will be increased by 40 hours as follows:

Years of Service	Appointed/Confidential Employees & ADDs	Directors
10 or less years (0-120 months)	500	540
Over 10 years (121+ months)	572	612

I hope that the changes mentioned above will address some of the equity related concerns among our employee groups. I would like to personally thank you again for your continued dedication and contribution to ensure our future success as an organization.



Qiong X. Liu, P.E., PTOE
City Manager

QXL/jaw

Attachments: Ordinance No. 2762
Ordinance No. 2763

ORDINANCE NO. 2763

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS REPEALING ORDINANCE NO. 2593 AND ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR ASSISTANT CITY MANAGERS, DEPARTMENT DIRECTORS AND ASSISTANT DEPARTMENT DIRECTORS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA DOES ORDAIN:

SECTION ONE: Ordinance Number 2593 is hereby repealed.

SECTION TWO: APPLICATION. This Ordinance shall apply only to employees assigned to Assistant City Manager, Department Director and Assistant Department Director job classifications and other key positions in the same pay grade as the Assistant City Manager, Department Director and Assistant Department Director job classifications.

SECTION THREE: AUTHORITY OF CITY MANAGER. In addition to any and all other authority or powers conferred upon him/her by statute, charter or ordinance, the City Manager, at his/her discretion and subject to available funding, shall have the authority to set and/or increase salaries within the salary range approved by City Council and maintained by Human Resources.

SECTION FOUR: MEDICAL CERTIFICATION. Before assumption of duties, employment is contingent upon successfully completing a pre-employment medical examination, including a drug screen, from a City-selected state licensed professional, medical facility or agency.

SECTION FIVE: AT-WILL EMPLOYMENT. The Assistant City Manager, Department Directors and Assistant Department Directors are at-will. "At-will employment" means the City has the right to terminate the employment of an employee at any time with or without cause. The terms and conditions of employment may be changed at any time by the City. The employee has no contractual right to grieve or have access to any internal or external review process to challenge any decision made by the City. Employees, in turn, are not obligated to work for the City for any specific period of time or under specific conditions or terms.

SECTION SIX: HOURS OF WORK. Employees shall be required to work a minimum of nine (9) hours per day and thirty-six (36) hours per week. The City's work week shall consist of four (4) consecutive days in a calendar week, as determined by the City Manager.

SECTION SEVEN: OVERTIME. Overtime shall be paid to non-exempt employees after thirty-six (36) hours per week.

SECTION EIGHT: WAGES and SALARY ADJUSTMENTS. Wage ranges for each position covered by this Ordinance shall be set by City Council and maintained by Human Resources. Salary adjustments shall be based on performance. Evaluations will be done annually in accordance with the City's Performance Management System and Performance Evaluation Policy.

SECTION NINE: COST OF LIVING. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association, the Police Supervisors Association, and the International Association of Fire Fighters. The agreement providing the highest cost of living adjustment will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Years 2016-2017 and 2017-2018, the City Manager is authorized to establish, by administrative order, an appropriate cost of living adjustment, if any.

SECTION TEN: WORK OUT OF CLASSIFICATION. An employee required to temporarily assume the responsibilities of an established position of higher classification shall receive a wage equal to five percent (5%) above his/her base salary beginning the thirty-first (31st) day after assuming those duties and for the duration of the assignment.

SECTION ELEVEN: LOBBYIST COMPENSATION. Any time the Nevada State Legislature is in session, the City Manager shall have the discretion to compensate lobbying employees up to one (1) additional day (nine hours) per week for each week the employee is lobbying for the City in Carson City. This additional compensation is authorized in order to compensate any lobbying employee for working on non-scheduled days while the Legislature is in session and for the hours above and beyond the normal work week which such lobbyist is expected to serve on behalf of the City during the Legislative Session.

SECTION TWELVE: LONGEVITY.

A. Employees hired by the City in a covered position on or before June 30, 1997 will receive longevity pay. Commencing seven (7) years after the adjusted service date of an employee, employees shall receive an additional three and one-half (3.5%) of his/her salary as longevity pay and an additional one-half percent (1/2 %) each year thereafter until reaching a maximum of ten percent (10%).

B. Employees hired on or after July 1, 1997 are not eligible for longevity pay.

C. Employees who are promoted from classified service to a covered position and who are receiving longevity pay above ten percent (10%) shall continue to receive that rate but shall be capped at that percentage.

SECTION THIRTEEN: LEAVE TIME.

A. HOLIDAYS.

Employees shall only be allowed to accrue holidays. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association, the Police Supervisors Association, and the International Association of Fire Fighters. The agreement providing the most holidays and the highest maximum holiday accrual will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Years 2016-2017 and 2017-2018 the City Manager is authorized to establish, by administrative order, the appropriate holiday and maximum holiday accrual.

B. ANNUAL LEAVE.

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

1. Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service.
2. Annual leave shall accrue on a bi-weekly basis from date of hire or adjusted service date in accordance with the current leave accrual rates and maximum limits, using the amount accrued by June 30 of each year to determine whether the maximum limit has been reached.
3. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association, the Police Supervisors Association, and the International Association of Fire Fighters. The agreement providing the highest accrual rate and maximum accrual cap will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Years 2016-2017 and 2017-2018, the City Manager is authorized to establish, by administrative order, the annual and maximum annual accruals and caps, if any.
4. It is the City's policy that employees take their annual leave. As of June 30, 1985 and each successive year on June 30, any leave accrued will be reduced to the maximum accrual. If the City denies a reasonable leave request, the employee will be paid the excess hours accumulated above the maximum at the employee's regular rate of pay.
5. To the extent consistent with the efficient operation of the City, annual leave shall be scheduled according to the employee's wishes and such scheduling must be approved by the City Manager or designee who, for budgetary and manpower planning purposes, may require a two (2) week advance written notice of an employee's request for annual leave.

C. SICK LEAVE

Employees, except those engaged on a temporary basis, who by illness or injury are incapacitated from the performance of their duties or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay. Sick leave buy back shall be in accordance with City policy.

1. Sick leave shall accrue at the rate of 4.15384 hours bi-weekly and shall be charged on an hourly basis as used.
2. Sick leave with pay will be granted only to those employees who have been employed on a full-time basis for a period of two (2) consecutive months.
3. An employee hired on or before June 30, 1984, shall be paid one hundred percent (100%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation.
4. An employee hired after June 30, 1984 with a minimum of ten (10) years of City Service shall be paid fifty percent (50%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation. Employees with less than ten (10) years of service will not be compensated for unused sick leave.
5. Upon the death of an employee, one hundred (100%) percent of his accrued sick leave shall be paid to his PERS designated beneficiary or, to the estate of the employee in the absence of such designation.
6. Employees who are promoted from a classified position to a position covered by this Ordinance and who are receiving greater sick leave accruals or payouts in the classified position shall retain those same sick leave benefits.

D. INCIDENTAL LEAVE TIME

1. **Emergency Leave.** When a death, serious illness or an injury occur in the immediate family (immediate family defined as spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, step, adopted, or foster relationships), the employee may be granted emergency leave with pay. Emergency leave shall accrue at the rate of three (3) days after one (1) year of service credit, and one day each additional year of service not to exceed fifteen (15) days maximum accrual. Emergency leave shall be approved by the Department Director or his designee.
2. **Military Leave.** Military leave will be provided according to the law and City policy.
3. **Jury Duty Leave.** Employees called to serve on jury duty shall so notify their department head as soon as possible and shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular pay and retain all jury duty pay. Those employees called but not selected to serve on a jury shall report to work when excused.

E. LEAVE PAYOUTS

For purposes of calculating leave payouts, the provisions the employee is governed by at time of separation will be the basis for that calculation. Date of service, for that purpose, shall be the original hire date with the City.

SECTION FOURTEEN: INSURANCE

A. LIFE: The City shall provide life insurance protection for Department Directors in an amount equal to one times the employee's annual base salary with double-indemnity for accidental death. Base salary is defined as the actual annual salary of an employee set forth in the assigned salary grade and does not include longevity, overtime or any special pay, including, but not limited to, call-out pay, standby pay, clothing allowance or bilingual pay. For employees covered by this ordinance who are not Department Directors, the City shall provide life insurance protection in the amount of \$40,000 with double-indemnity for accidental death.

B. MEDICAL: The City shall provide a health benefit package which will include medical, dental, and vision. The City may require employees to share the premium cost. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured.

C. WORKER 'S COMPENSATION:

1. All employees are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act (OSHA).

2. Employees shall abide by Workers Compensation Policy as set forth in City Policy.

D. LIABILITY: The City shall provide liability insurance protection for each employee through a contract for insurance or a self-insurance fund to cover claims occurring while in the performance of official duties, in accordance with NRS 41.0339.

SECTION FIFTEEN: RETIREMENT. The City will pay the employee's portion of the retirement contribution under the Employee's Pay Contribution Plan in the manner provided for by NRS 286.

SECTION SIXTEEN: LICENSES, BONDS AND FEES. When the City requires an employee to have a fidelity bond, the premium of said bond shall be paid by the City.

SECTION SEVENTEEN: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the City Attorney as to the constitutionality of this ordinance and based upon such information we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or persons.

SECTION EIGHTEEN: SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect the validity and enforceability of the remaining provisions of this Ordinance.

SECTION NINETEEN: EFFECTIVE DATE. This Ordinance shall become effective after its passage by the City Council of the City of North Las Vegas and, after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION TWENTY: PUBLICATION. The City Clerk shall cause this Ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

PASSED AND ADOPTED THIS ____ day of _____, 2016.

AYES:

NAYES:

ABSENT:

APPROVED:

JOHN J. LEE, MAYOR

ATTEST:

CATHERINE A. RAYNOR, MMC
CITY CLERK

ORDINANCE NO. 2762

**AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS REPEALING
ORDINANCE NO. 2594 AND ESTABLISHING TERMS AND
CONDITIONS OF EMPLOYMENT FOR APPOINTED AND
CONFIDENTIAL EMPLOYEES AND PROVIDING FOR OTHER
MATTERS PROPERLY RELATED THERETO.**

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA DOES ORDAIN:

SECTION ONE: Ordinance Number 2594 is hereby repealed.

SECTION TWO: **APPLICATION.** This Ordinance shall apply only to employees assigned to Appointed and Confidential job classifications.

SECTION THREE: **AUTHORITY OF CITY MANAGER.** In addition to any and all other authority or powers conferred upon him/her by statute, charter or ordinance, the City Manager, at his/her discretion and subject to available funding, shall have the authority to set and/or increase salaries within the salary range approved by City Council and maintained by Human Resources.

SECTION FOUR: **MEDICAL CERTIFICATION.** Before assumption of duties, employment is contingent upon successfully completing a pre-employment medical examination, including a drug screen, from a City-selected state licensed professional, medical facility or agency.

SECTION FIVE: **AT-WILL EMPLOYMENT.** Appointed employees are at-will. "At-will employment" means the City has the right to terminate the employment of an employee at any time with or without cause. The terms and conditions of employment may be changed at any time by the City. The employee has no contractual right to grieve or have access to any internal or external review process to challenge any decision made by the City. Employees, in turn, are not obligated to work for the City for any specific period of time or under specific conditions or terms.

SECTION SIX: **CONFIDENTIAL EMPLOYEES.** After a Confidential employee passes probation, the Confidential employee may only be disciplined or terminated for cause. Confidential employees who have completed probation may appeal discipline or termination as set forth in the Civil Service Rules.

SECTION SEVEN: **HOURS OF WORK.** Employees shall be required to work a minimum of nine (9) hours per day and thirty-six (36) hours per week. The City's work week shall consist of four (4) consecutive days in a calendar week, as determined by the City Manager.

SECTION EIGHT: **OVERTIME.** Overtime shall be paid to non-exempt employees after thirty-six (36) hours per week.

SECTION NINE: WAGES and SALARY ADJUSTMENTS. Wage ranges for each position covered by this Ordinance shall be set by City Council and maintained by Human Resources. Salary adjustments shall be based on performance. Evaluations will be done annually in accordance with the City's Performance Management System and Performance Evaluation Policy.

SECTION TEN: COST OF LIVING. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association, the Police Supervisors Association, and the International Association of Fire Fighters. The agreement providing the highest cost of living adjustment will be applied to all employees covered by this Ordinance. Notwithstanding the forgoing, for Fiscal Years 2016-2017 and 2017-2018, the City Manager is authorized to establish, by administrative order, an appropriate cost of living adjustment, if any.

SECTION ELEVEN: WORK OUT OF CLASSIFICATION. An employee required by his Department Director to temporarily assume the responsibilities of an established position of higher classification shall receive a wage equal to five percent (5%) above his base salary beginning the thirty-first (31st) day after assuming those duties and for the duration of the assignment.

SECTION TWELVE: LOBBYIST COMPENSATION. Any time the Nevada State Legislature is in session, the City Manager shall have the discretion to compensate lobbying employees up to one (1) additional day (nine hours) per week for each week the employee is lobbying for the City in Carson City. This additional compensation is authorized in order to compensate any lobbying employee for working on non-scheduled days while the Legislature is in session and for the hours above and beyond the normal work week which such lobbyist is expected to serve on behalf of the City during the Legislative Session.

SECTION THIRTEEN: LONGEVITY.

A. Employees hired by the City in a covered position on or before June 30, 1997 will receive longevity pay. Commencing seven (7) years after the adjusted service date of an employee, employees shall receive an additional three and one-half (3.5%) of his salary as longevity pay and an additional one-half percent (1/2 %) each year thereafter until reaching a maximum of ten percent (10%).

B. Employees hired on or after July 1, 1997 are not eligible for longevity pay.

C. Employees who are promoted from classified service to a covered position and who are receiving longevity pay above ten percent (10%) shall continue to receive that rate but shall be capped at that percentage.

SECTION FOURTEEN: LEAVE TIME.

A. HOLIDAYS.

Employees shall only be allowed to accrue holidays. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association, the Police Supervisors Association, and the International Association of Fire Fighters. The agreement providing the most holidays and the highest maximum holiday accrual will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Years 2016-2017 and 2017-2018 the City Manager is authorized to establish, by administrative order, the appropriate holiday and maximum holiday accrual.

B. ANNUAL LEAVE.

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

1. Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service.
2. Annual leave shall accrue on a bi-weekly basis from date of hire or adjusted service date in accordance with the current leave accrual rates and maximum limits, using the amount accrued by June 30 of each year to determine whether the maximum limit has been reached.
3. Prior to the beginning of each fiscal year, Human Resources will review the current collective bargaining agreements between the City and the Teamsters Local 14, the Police Officers Association, the Police Supervisors Association, and the International Association of Fire Fighters. The agreement providing the highest accrual rate and maximum accrual cap will be applied to all employees covered by this Ordinance. Notwithstanding the foregoing, for Fiscal Years 2016-2017 and 2017-2018, the City Manager is authorized to establish, by administrative order, the annual and maximum annual accruals and caps, if any.
4. It is the City's policy that employees take their annual leave. As of June 30, 1985 and each successive year on June 30, any leave accrued will be reduced to the maximum accruable. If the City denies a reasonable leave request, the employee will be paid the excess hours accumulated above the maximum at the employee's regular rate of pay.
5. To the extent consistent with the efficient operation of the City, annual leave shall be scheduled according to the employee's wishes and such scheduling must be approved by the City Manager or designee who, for budgetary and manpower planning purposes, may require a two (2) week advance written notice of an employee's request for annual leave.

C. SICK LEAVE

Employees, except those engaged on a temporary basis, who by illness or injury are incapacitated from the performance of their duties or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay. Sick leave buy back shall be in accordance with City policy.

1. Sick leave shall accrue at the rate of 4.15384 hours bi-weekly and shall be charged on an hourly basis as used.
2. Sick leave with pay will be granted only to those employees who have been employed on a full-time basis for a period of two (2) consecutive months.
3. An employee hired on or before June 30, 1984, shall be paid one hundred percent (100%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation.
4. An employee hired after June 30, 1984 with a minimum of ten (10) years of City Service shall be paid fifty percent (50%) of all unused accrued sick leave upon separation from employment. Payment shall be at the employee's rate of pay at the time of separation. Employees with less than ten (10) years of service will not be compensated for unused sick leave.
5. Upon the death of an employee, one hundred (100%) percent of his accrued sick leave shall be paid to his PERS designated beneficiary or, to the estate of the employee in the absence of such designation.
6. Employees who are promoted from a classified position to a position covered by this Ordinance and who are receiving greater sick leave accruals or payouts in the classified position shall retain those same sick leave benefits.

D. INCIDENTAL LEAVE TIME

1. **Emergency Leave.** When a death, serious illness or an injury occur in the immediate family (immediate family defined as spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, step, adopted, or foster relationships), the employee may be granted emergency leave with pay. Emergency leave shall accrue at the rate of three (3) days after one (1) year of service credit, and one day each additional year of service not to exceed fifteen (15) days maximum accrual. Emergency leave shall be approved by the Department Director or his designee.
2. **Military Leave.** Military leave will be provided according to the law and City policy.
3. **Jury Duty Leave.** Employees called to serve on jury duty shall so notify their department head as soon as possible and shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular pay and retain all jury duty pay. Those employees called but not selected to serve on a jury shall report to work when excused.

E. LEAVE PAYOUTS

For purposes of calculating leave payouts, the provisions the employee is governed by at time of separation will be the basis for that calculation. Date of service, for that purpose, shall be the original hire date with the City.

SECTION FIFTEEN: INSURANCE

A. LIFE: For Appointed and Confidential employees who are not Department Directors, the City shall provide life insurance protection in the amount of Forty Thousand (\$40,000.00) Dollars with double-indemnity for accidental death. For Department Directors, the City shall provide life insurance protection in an amount equal to the employee's annual base salary with double-indemnity for accidental death. Base salary is defined as the actual annual salary of an employee set forth in the assigned salary grade and does not include longevity, overtime or any special pay, including, but not limited to, call-out pay, standby pay, clothing allowance or bilingual pay.

B. MEDICAL: The City shall provide a health benefit package which will include medical, dental, and vision. The City may require employees to share the premium cost. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured.

C. WORKER 'S COMPENSATION:

1. All employees are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act (OSHA).

2. Employees shall abide by Workers Compensation Policy as set forth in City Policy.

D. LIABILITY: The City shall provide liability insurance protection for each employee through a contract for insurance or a self-insurance fund to cover claims occurring while in the performance of official duties, in accordance with NRS 41.0339.

SECTION SIXTEEN: RETIREMENT. The City will pay the employee's portion of the retirement contribution under the Employee's Pay Contribution Plan in the manner provided for by NRS286.

SECTION SEVENTEEN: LICENSES, BONDS AND FEES. When the City requires an employee to have a fidelity bond, the premium of said bond shall be paid by the City.

SECTION EIGHTEEN: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the City Attorney as to the constitutionality of this ordinance and based upon such information we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or persons.

SECTION NINETEEN: **SEVERABILITY.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect the validity and enforceability of the remaining provisions of this Ordinance.

SECTION TWENTY: **EFFECTIVE DATE.** This Ordinance shall become effective after its passage by the City Council of the City of North Las Vegas and, after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION TWENTY-ONE: **PUBLICATION.** The City Clerk shall cause this Ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

PASSED AND ADOPTED THIS ____ day of _____, 2016.

AYES:

NAYES:

ABSENT:

APPROVED:

JOHN J. LEE, MAYOR

ATTEST:

CATHERINE A. RAYNOR, MMC
CITY CLERK

Exhibit 6

**NORTH LAS VEGAS CITY COUNCIL
AGENDA ITEM**

NUMBER: **31.**

SUBJECT:

Discussion and/or Action Regarding Annual Review of City Manager Dr. Qiong X. Liu. (For Possible Action)

REQUESTED BY:

Dr. Qiong X. Liu, City Manager

WARD:

Citywide

RECOMMENDATION OR RECOMMEND MOTION:

Council discretion.

FISCAL IMPACT:

AMOUNT: TBD

EXPLANATION:

Council discretion.

ACCOUNT NUMBER:

90% - 100-100131-400110

10% - 221-140610-400110

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City Council may, without further notice, take whatever administrative action it determines is warranted after considering the City Manager's professional competence. A copy of the Employment Agreement of December 3, 2014, between the City of North Las Vegas and Qiong Xiang Liu is provided as backup with this agenda item.

CIP No.

Related Item:

LIST CITY COUNCIL GOAL(S): Quality Municipal Services

PREPARED BY:

Qiong X. Liu
City Manager

Respectfully Submitted

Qiong X. Liu
City Manager

CITY COUNCIL
MEETING DATE:
9/7/2016

**NOTICE AND AGENDA
CITY OF NORTH LAS VEGAS
CITY COUNCIL REGULAR MEETING**

September 7, 2016

Website - <http://www.cityofnorthlasvegas.com>

CALL TO ORDER

6:00 p.m., Council Chambers, 2250 Las Vegas Boulevard North,
North Las Vegas, Nevada

WELCOME

The North Las Vegas City Council welcomes each of you to its City Council Meeting. If you wish to speak, please complete one of the blue cards which are located on the table outside the main entrance and at the podium rail. Please give the card to the City Clerk. When the Mayor calls upon you to speak, we request that you limit your comments to no more than three minutes, and that you avoid repetition. **Please keep in mind the rules of decorum by addressing the Council as a whole and not individual members and limiting your comments to issues regarding City government.** As a courtesy to others, we ask that cellular phones and pagers be turned off during the meeting. Please no food or drink inside Council Chambers.

Items on the agenda may be taken out of order. The City Council may combine two or more agenda items for consideration; and may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

The North Las Vegas City Council Chamber is accessible to all persons. For reasonable accommodations to those with disability impairments, please contact the ADA Coordinator at (702) 633-2410 or TDD (800) 326-6868 at least seventy-two (72) hours in advance of the meeting. For general questions regarding this agenda or for supporting material, please contact Catherine A. Raynor, MMC, City Clerk at (702) 633-1030.

These proceedings are being video recorded for future viewings on KCLV, Cable Channel 2. The proceedings will be rebroadcasted on KCLV Channel 2 the Friday after the meeting at 4:00 P.M., the following Tuesday at 12:00 P.M. and Thursday at 6:00 A.M. Customers of CenturyLink can view this program in high definition on Channel 1002 and some customers of Cox Communications who do not have a cable box can view this meeting on digital Channel 89.5. The Council Meeting can be viewed on the City's internet at www.cityofnorthlasvegas.com.

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VERIFICATION

Verification that the Agenda and Meeting Notice was properly posted on the bulletin board at City Hall, 2250 Las Vegas Boulevard North, the bulletin board at the Public Safety Building, 2266 Civic Center Drive and the bulletin boards at the North Las Vegas

Public Library, 2250 Las Vegas Boulevard North, Suites 133 and 137; Aliante Library, 2400 W. Deer Springs Way; Alexander Library, 1755 W. Alexander Road, the City's website (including supporting materials) and Nevada Public Notice website in compliance with NRS 241, "The Open Meeting Law." The agenda and supporting materials are also available in the City Clerk's Office.

INVOCATION

[Pastor Anthony Nixon Sr.](#)
Greater Evergreen Mission Baptist Church

PLEDGE OF ALLEGIANCE - BY INVITATION

PUBLIC FORUM

This is the first of two portions of the meeting devoted to the Public. Public comment during this portion of the agenda must be limited to matters on the agenda for action. After completing and submitting a blue card, the Mayor will call upon you to come forward to the podium. Please state your name and address for the record. All other items and/or topics will be recognized at the second Public Forum. Usually items received under this heading will be referred to the City Manager for action at a later date. Items listed on the agenda will be heard after introduction by the City Clerk. In consideration of other citizens, we ask that you please limit your comments to three minutes and that repetition be avoided. The Mayor may, at his discretion, hold the cards until the second Public Forum at the end of the meeting.

PRESENTATIONS

[Presentation of the Maximo Orgullo Hispano Award from the Las Vegas International Press Association to Mayor Pro Tempore Isaac Barron for His Outstanding Service and Support to the Community.](#)

PROCLAMATIONS

[Proclamation Recognizing September 7, 2016 as Veterans Transition Resource Center Day.](#)

[Proclamation Recognizing September 2016 as Shine Gold Month.](#)

AGENDA

1. [Approval of City Council Meeting Regular Agenda for September 7, 2016. \(For Possible Action\)](#)

SET FUTURE PUBLIC HEARING DATES

2. [Set Date on Any Appeals Filed or Required Public Hearings From the City Planning Commission Meetings.](#)

PUBLIC HEARINGS - 6:15 P.M.

3. [An Appeal Submitted by Susie Sears, Property Owner Within 300 Feet, of the Planning Commission's Decision to Approve **UN-27-16** \(Jack in the Box\); an Application Submitted by JBD's III, on Behalf of M.L.K. Holdings Limited Partnership, Property Owner, for a Special Use Permit in an MPC/C-1 Master Planned Community/Neighborhood Commercial District, to Allow a Convenience Food Restaurant on Property Located at the Northwest Corner of Aliante Parkway and Centennial Parkway. \(Continued June 15, July 6, and August 3, 2016\) \(For Possible Action\)](#)

Ward: 3 - Councilwoman Wood
 Sponsor: Community Development and Compliance
 City's Fiscal Impact: None
 Recommended Action: Uphold Planning Commission's Decision to Approve

4. [**VAC-06-16** \(Lopez-Davyn Ridge\); an Application Submitted by Jaime Lopez, on Behalf of Jaime A. Lopez and Refugio E. Lopez, Property Owners, to Vacate Excess Right-of-Way Located Off Blueberry Peak Lane and East of True Spring Place. \(For Possible Action\)](#)

Ward: 3 - Councilwoman Wood
 Sponsor: Community Development and Compliance
 City's Fiscal Impact: None
 Recommended Action: Approve

CONSENT AGENDA

Matters listed on the Consent Agenda are considered routine and may be approved by a single motion. However, any Consent Item may be moved to the Business portion of the agenda for discussion at the request of any Council member.

5. [City Council Regular Meeting Minutes of August 3, 2016. \(For Possible Action\)](#)

Ward: Citywide

Sponsor: City Clerk
City's Fiscal Impact: None
Recommended Action: Approve

6. [City Council Regular Meeting Minutes of August 17, 2016. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: City Clerk
City's Fiscal Impact: None
Recommended Action: Approve

7. [Application for a Beer-Wine-Spirit-Based Products On-Sale Business License for Bear99, LLC dba Amazing Thai Restaurant, 3000 West Ann Road, Suite 109, North Las Vegas, Nevada 89031. \(For Possible Action\)](#)

Ward: 3 - Councilwoman Wood
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

8. [Application for a Restricted Gaming Business License for Nevada Gaming Partners, LLC dbat US Gas 4, 70 East Centennial Parkway, North Las Vegas, Nevada 89084, Pending Verification of State Gaming Commission Approval. \(For Possible Action\)](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

9. [Application for a Non-Restricted Gaming \(Sports Pool Only\) Business License for Coast Hotels and Casinos, Inc. dba Cannery Casino Hotel – Sports Pool dbat The Cannery Hotel Casino, 2121 East Craig Road, North Las Vegas, Nevada 89030. \(For Possible Action\)](#)

Ward: 2 - Councilwoman Goynes-Brown
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

10. [Application for a Day Nursery Business License for Simona Barten, 1429 Miller Ridge Avenue, North Las Vegas, Nevada 89031, Pending Verification of Required Departmental Approvals. \(For Possible Action\)](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance

City's Fiscal Impact: None
Recommended Action: Approve

11. [Application for a Massage Establishment Business License for Flourish LLC dba Lilac Massage, 5575 Simmons Street, Suite #11, North Las Vegas, Nevada 89031. \(For Possible Action\)](#)

Ward: 3 - Councilwoman Wood
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

12. [Application for a Secondhand Dealer Business License for Pam Wheeler L.L.C. dba Hashtag Thrift Store, 3073 West Craig Road, Suite 5, North Las Vegas, Nevada 89032, Pending Verification of Required Departmental Approvals. \(For Possible Action\)](#)

Ward: 2 - Councilwoman Goynes-Brown
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

13. [Application for a Change in Ownership for a Commercial Nursery Business License for Stepping Stones Children's Academy LLC dba Stepping Stones Children's Academy, 720 Rancho Del Norte Drive, North Las Vegas, Nevada 89031, Pending Verification of Required Departmental Approvals. \(For Possible Action\)](#)

Ward: 2 - Councilwoman Goynes-Brown
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

14. [Application for a Change in Location for a Cultivation Facility for a Medical Marijuana Business License for Libra Wellness Center, LLC dba Libra Wellness from 11130 Apex Diamond Avenue, Suite 100, North Las Vegas Nevada 89124 to 13415 Apex Harbor Lane, Suite 100, North Las Vegas, Nevada 89124, Pending Verification of State Taxation, Required Insurance Coverage, All Applicable License Fees, and Departmental Approvals Including, but not Limited to Chapter 5.29 of the North Las Vegas Municipal Code. \(Associated Item No. 15, Production\) \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

15. [Application for a Change in Location for a Production of Edible Marijuana Products or Marijuana-Infused Products Establishment Business License for Libra Wellness Center, LLC dba Libra Wellness from 11130 Apex Diamond Avenue, Suite 101, North Las Vegas Nevada 89124 to 13415 Apex Harbor Lane, Suite 200, North Las Vegas, Nevada 89124, Pending Verification of State Taxation, Required Insurance Coverage, All Applicable License Fees, and Departmental Approvals Including, but not Limited to Chapter 5.29 of the North Las Vegas Municipal Code. \(Associated Item No. 14, Cultivation\) \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

16. [Application for Armando D. Rodriguez, Jr. as a Key Employee for the Restricted Gaming, Restricted Gaming Liquor and Full Liquor Off-Sale Business Licenses for Nevada Restaurant Services, Inc. dba Bourbon Street Sports Bar #136, 2750 East Craig Road, North Las Vegas, Nevada 89030. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

17. [Application for Jim Provenzano as a Key Employee for the Full Liquor Off-Sale Business License for Dolgen Midwest, LLC dba Dollar General #13303, 2640 North Las Vegas Boulevard, North Las Vegas, Nevada 89030. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

18. [Receive and File the Certificates of Sale Report Due to the Non-Payment of a Special Assessment for Properties Located Within the Aliante Special Improvement District Number 60, in Accordance with NRS 271.565. \(For Possible Action\)](#)

Ward: 3 - Councilwoman Wood
4 - Councilman Cherchio

Sponsor: Finance

City's Fiscal Impact: None

Recommended Action: Approve

19. [Final Acceptance of the Centennial Parkway Channel East/Centennial Collector, Bid Number 1434, CIP Project Nos. 10329 and 10374 for Maintenance and Authorization to File the Notice of Completion. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
4 - Councilman Cherchio

Sponsor: Public Works

City's Fiscal Impact: None

Recommended Action: Approve

20. [Final Acceptance of the Nellis Industrial Park Streetlight Maintenance Project, Bid Number 1462, CIP Project No. 10365 for Maintenance and Authorization to File the Notice of Completion. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron

Sponsor: Public Works

City's Fiscal Impact: None

Recommended Action: Approve

BUSINESS

21. [Application for a Day Nursery Business License for Karen S. Alton dba Busy Bees Learning Tree, 3905 Cackling Goose Drive, North Las Vegas, Nevada 89084, Pending Verification of Required Departmental Approvals. \(Continued August 3, 2016\) \(For Possible Action\)](#)

Ward: 3 - Councilwoman Wood

Sponsor: Community Development and Compliance

City's Fiscal Impact: None

Recommended Action: Approve

22. [City Manager to Negotiate an Agreement with North Las Vegas Infrastructure Investment and Construction LLC \(NLV Infrastructure\), in Accordance with Specific Terms and Consistent with its Response to Apex Water and Wastewater Infrastructure RFP No. 2016-01. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron

Sponsor: Finance

City's Fiscal Impact: None
Recommended Action: Authorize

23. [Presentation and/or Discussion by Wes Henderson, Executive Director of the Nevada League of Cities and Municipalities Regarding the Bill Draft Requests Submitted for the 2017 Nevada Legislative Session. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: City Manager
City's Fiscal Impact: None
Recommended Action: Accept

24. [Grant Award from the United States Department of Homeland Security, Under the Fiscal Year 2015 Staffing for Adequate Fire and Emergency Response \(SAFER\) Grant, in the Amount of \\$3,674,745 to Hire 18 Additional Personnel for the Fire Department. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Fire
City's Fiscal Impact: None
Recommended Action: Accept

25. [Purchase Agreement with Motorola Solutions, Inc., in a Total Amount Not to Exceed \\$3,525,650.67 Over a Three-Year Term for the Replacement of Mobile and Portable Radios, CIP Project No. 26015; and Authorization to Issue a Purchase Order in the Amount of \\$968,948.46 for the First Year. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Police
City's Fiscal Impact: \$3,525,650.67
Recommended Action: Approve and Authorize

26. [Issuance of a Purchase Order to Clark County Southern Nevada Area Communications Council in an Amount Not to Exceed \\$239,091.50 Using the Competitive Bidding Exception per NRS 332 Local Government Purchasing Act for FY2016-17 Annual Operating Fees for the Southern Nevada Area Communications Council Radio System. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Police
City's Fiscal Impact: \$239,091.50
Recommended Action: Authorize

27. [Grant Award from the State of Nevada, Department of Public Safety, Office of Traffic Safety, Under the Federal FY2017 Pedestrian Safety Program in the Total Amount of \\$64,762; Grant Funds in the Amount of \\$53,968 and a Required Local In-Kind Match in the Amount of \\$10,794 for the Overtime Cost to Educate and Enforce the Pedestrian Safety, Awareness, and Education Program for the Police Department. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Police
City's Fiscal Impact: \$10,794
Recommended Action: Accept

28. [Special Improvement District No. 60 \(Aliante\) Apportionment Report No. 59 Based Upon the Subdivision of Land into Numerous Parcels Necessitating the Apportionment of the Assessment on Which an Improvement District is Levied. \(For Possible Action\)](#)

Ward: 4 - Councilman Cherchio
Sponsor: Public Works
City's Fiscal Impact: None
Recommended Action: Approve

29. [Multi-Jurisdictional Interlocal Agreement for the Las Vegas Freeway Arterial System of Transportation with the State of Nevada Department of Transportation, Clark County, the Cities of North Las Vegas, Henderson, and Las Vegas, and the Regional Transportation Commission of Southern Nevada to Benefit the Member Agencies and the Citizens of Nevada Through Better Traffic Control. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Public Works
City's Fiscal Impact: None
Recommended Action: Approve

30. [Resolution No. 2566; a Resolution Establishing the City's State Legislative Platform for the 2017 Nevada State Legislature. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: City Manager
City's Fiscal Impact: None
Recommended Action: Pass and Adopt

31. [Discussion and/or Action Regarding Annual Review of City Manager Dr. Qiong X. Liu. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: City Manager
City's Fiscal Impact: To Be Determined
Recommended Action: Accept

ORDINANCES
INTRODUCTION ONLY

There is no public comment for these items and no action will be taken by the Council at this meeting. If you wish to speak on any of these items, please attend the meeting where the Final Action will be determined and submit a blue card to the Clerk.

32. [**Ordinance No. 2765; an Ordinance Related to Zoning; Amending Section 010 of Chapter 16 of Title 17 of the City of North Las Vegas Municipal Code by Reclassifying Approximately 3.84± Acres Therein from a PUD, Planned Unit Development District to a C-1, Neighborhood Commercial District \(ZN-08-16, Craig & Simmons\), for Property Generally Located North of Craig Road and East of Simmons Street, and Providing for Other Matters Properly Relating Thereto. \(Set Final Action for September 21, 2016\)**](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Set Final Action for September 21, 2016

33. [**Ordinance No. 2766; an Ordinance Related to Zoning; Amending Section 010 of Chapter 16 of Title 17 of the City of North Las Vegas Municipal Code by Amending an Existing PUD, Planned Unit Development District \(Ordinance No. 2191\), to Allow 80 Dwelling Units \(ZN-09-16, 5th & Azure Townhome Apartments\), for Property Generally Located on East Azure Avenue and North 5th Street, and Providing for Other Matters Properly Relating Thereto. \(Set Final Action for September 21, 2016\)**](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Set Final Action for September 21, 2016

34. [**Ordinance No. 2767; an Ordinance Related to Zoning; Amending Section 010 of Chapter 16 of Title 17 of the City of North Las Vegas Municipal Code by Reclassifying Approximately 33.92± Acres Therein from an R-1, Single-Family Low Density District to a C-2, General Commercial District \(ZN-07-16, Camino Al Norte and Craig\), for Property Generally Located at the Northwest Corner of Craig Road and Camino Al Norte, and Providing for Other Matters Properly Relating Thereto. \(Set Final Action for September 21, 2016\)**](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Set Final Action for September 21, 2016

APPOINTMENTS

35. [**Appointment of a Citizen Representative and Alternate to the Clark County Community**](#)

Development Advisory Committee for a One-Year Term Ending September 5, 2017.
(Continued August 17, 2016) (For Possible Action)

Ward: Citywide
Sponsor: City Clerk
City's Fiscal Impact: None
Recommended Action: Appoint

CITY MANAGER'S REPORT

COUNCIL ITEMS

PUBLIC FORUM

This is the portion of the meeting devoted to the Public. After completing and submitting a blue card, please come forward upon recognition by the Mayor and feel free to speak on any topic. Usually items received under this heading will be referred to the City Manager for action at a later date. In consideration of other citizens, we ask that you please limit your comments to three minutes and that repetition be avoided.

ADJOURNMENT

The City Clerk keeps the official record of all proceedings of the City Council. In order to maintain a complete and accurate record of all proceedings, any photograph, map, chart, or other document used in any presentation to the Council should be submitted to the City Clerk. If materials are to be distributed to members

of the City Council, please provide thirteen copies for distribution to the City Manager, Assistant City Manager, City Attorney, City Clerk, and Staff.

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Exhibit 7

**MINUTES
CITY OF NORTH LAS VEGAS
CITY COUNCIL REGULAR MEETING**

September 7, 2016

Website - <http://www.cityofnorthlasvegas.com>

CALL TO ORDER

6:16 p.m., Council Chambers, 2250 Las Vegas Boulevard North,
North Las Vegas, Nevada

ROLL CALL

COUNCIL PRESENT

Mayor John J. Lee
Mayor Pro Tempore Isaac E. Barron
Councilwoman Anita G. Wood
Councilwoman Pamela A. Goynes-Brown
Councilman Richard J. Cherchio

STAFF PRESENT

City Manager Dr. Qiong Liu	Neighborhood and Leisure Services Director
Assistant City Manager Ryann Juden	Cass Palmer
Acting City Attorney Bethany Rudd Sanchez	Police Chief Alex Perez
City Clerk Catherine Raynor	Public Works Director Jennifer Doody
Community Development and Compliance	Utilities Director Randy DeVaul
Acting Director Marc Jordan	Public Information Officer Delen Goldberg
Finance Director Darren Adair	Deputy City Clerk Marie E. Purcell
Fire Chief Jeff Lytle	Deputy City Clerk Adelmira Tapia-Rojas
Library Director Forrest Lewis	

WELCOME

Mayor John J. Lee

VERIFICATION

Catherine A. Raynor, MMC
City Clerk

INVOCATION

[Pastor Anthony Nixon Sr.](#)

Greater Evergreen Mission Baptist Church

PLEDGE OF ALLEGIANCE - BY INVITATION

Mason Hanna
Webelo Boy Scout Troop #775

PUBLIC FORUM

Mayor Lee opened public forum and Council heard three speakers in reference to Item 3, an appeal on a approval for Jack in the Box.

Jonathan Pierce, 2925 Guillemot Avenue, North Las Vegas, expressed concerns about the Jack in the Box fast food restaurant, language on the Official Notice of Public Hearing for that item, impact the restaurant would have on property values, and the additional stress on Public Safety.

Wilson Crespo, North Las Vegas, stated he was a veteran of the United States Air Force and former North Las Vegas Police Officer. He said most fast food restaurants do not abut residential homes. He expressed concerns about excessive noise and music from vehicles and the impact to the residential quality of life.

Scott Marquis, Esq., 10001 Park Run Drive, Las Vegas, represented appellant Susie Sears and requested a continuance to allow homeowners to meet with the developer to hear possible concessions such as elimination of the 24-hour drive-thru and an increase to the landscape barrier.

Seeing no more requests to speak, Mayor Lee closed public forum.

PRESENTATIONS**PRESENTATION OF THE MAXIMO ORGULLO HISPANO AWARD FROM THE LAS VEGAS INTERNATIONAL PRESS ASSOCIATION TO MAYOR PRO TEMPORE ISAAC BARRON FOR HIS OUTSTANDING SERVICE AND SUPPORT TO THE COMMUNITY.**

Police Chief Alex Perez, 2015 award recipient, congratulated Mayor Pro Tempore Barron on receiving the prestigious award for his support of the Hispanic community. President of the Press Association presented the award and shared the names of the previous recipients from entertainment, sports, movies, television and politics.

PROCLAMATIONS**PROCLAMATION RECOGNIZING SEPTEMBER 7, 2016 AS VETERANS TRANSITION RESOURCE CENTER DAY.**

Councilman Cherchio presented a proclamation to Eva Secchiari and Jim Lytner who

have contributed to the veteran community through the development of the Veterans Transition Resource Center.

PROCLAMATION RECOGNIZING SEPTEMBER 2016 AS SHINE GOLD MONTH.

Councilwoman Wood presented a proclamation to the Candlelighters Childhood Cancer Foundation of Nevada designating September as National Childhood Cancer Awareness Month.

AGENDA

1. APPROVAL OF CITY COUNCIL MEETING REGULAR AGENDA FOR SEPTEMBER 7, 2016. (FOR POSSIBLE ACTION)

ACTION: APPROVED AS AMENDED; ITEM NO. 3 CONTINUED TO OCTOBER 5, 2016

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

SET FUTURE PUBLIC HEARING DATES

2. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS.

ACTION: SNC-02-16 (CITY OF NORTH LAS VEGAS DEER SPRINGS WAY); PUBLIC HEARING SET FOR SEPTEMBER 21, 2016

PUBLIC HEARINGS - 6:15 P.M.

3. AN APPEAL SUBMITTED BY SUSIE SEARS, PROPERTY OWNER WITHIN 300 FEET, OF THE PLANNING COMMISSION'S DECISION TO APPROVE UN-27-16 (JACK IN THE BOX); AN APPLICATION SUBMITTED BY JBD'S III, ON BEHALF OF M.L.K. HOLDINGS LIMITED PARTNERSHIP, PROPERTY OWNER, FOR A SPECIAL USE PERMIT IN AN MPC/C-1 MASTER PLANNED COMMUNITY/NEIGHBORHOOD COMMERCIAL DISTRICT, TO ALLOW A CONVENIENCE FOOD RESTAURANT ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF ALIANTE PARKWAY AND CENTENNIAL PARKWAY. (CONTINUED JUNE 15, JULY 6, AND AUGUST 3, 2016) (FOR POSSIBLE ACTION)

ACTION: CONTINUED TO OCTOBER 5, 2016 BASED ON A REQUEST BY THE APPELLANT

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

4. **VAC-06-16 (LOPEZ-DAVYN RIDGE); AN APPLICATION SUBMITTED BY JAIME LOPEZ, ON BEHALF OF JAIME A. LOPEZ AND REFUGIO E. LOPEZ, PROPERTY OWNERS, TO VACATE EXCESS RIGHT-OF-WAY LOCATED OFF BLUEBERRY PEAK LANE AND EAST OF TRUE SPRING PLACE. (FOR POSSIBLE ACTION)**

David Turner, 1210 Hinson Street, Las Vegas, represented the applicant and stated the request was to vacate a 10-foot by 100-foot excess right of way and that he and the applicant request Council approval.

Mayor Lee opened the public hearing, no one came forward and Mayor Lee closed the public hearing.

ACTION: APPROVED SUBJECT TO THE FOLLOWING CONDITION:

1. SHOULD THE ORDER OF VACATION NOT RECORD WITHIN TWO YEARS FROM THE APPROVAL DATE, THE VACATION SHALL BE DEEMED NULL AND VOID.

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

CONSENT AGENDA

5. **APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES OF AUGUST 3, 2016. (FOR POSSIBLE ACTION)**

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

6. **APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES OF AUGUST 17, 2016. (FOR POSSIBLE ACTION)**

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

7. APPROVAL OF AN APPLICATION FOR A BEER-WINE-SPIRIT-BASED PRODUCTS ON-SALE BUSINESS LICENSE FOR BEAR99, LLC DBA AMAZING THAI RESTAURANT, 3000 WEST ANN ROAD, SUITE 109, NORTH LAS VEGAS, NEVADA 89031. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

8. APPROVAL OF AN APPLICATION FOR A RESTRICTED GAMING BUSINESS LICENSE FOR NEVADA GAMING PARTNERS, LLC DBAT US GAS 4, 70 EAST CENTENNIAL PARKWAY, NORTH LAS VEGAS, NEVADA 89084, PENDING VERIFICATION OF STATE GAMING COMMISSION APPROVAL. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

9. APPROVAL OF AN APPLICATION FOR A NON-RESTRICTED GAMING (SPORTS POOL ONLY) BUSINESS LICENSE FOR COAST HOTELS AND CASINOS, INC. DBA CANNERY CASINO HOTEL – SPORTS POOL DBAT THE CANNERY HOTEL CASINO, 2121 EAST CRAIG ROAD, NORTH LAS VEGAS, NEVADA 89030. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

10. APPROVAL OF AN APPLICATION FOR A DAY NURSERY BUSINESS LICENSE FOR SIMONA BARTEN, 1429 MILLER RIDGE AVENUE, NORTH LAS VEGAS, NEVADA 89031, PENDING VERIFICATION OF REQUIRED DEPARTMENTAL APPROVALS. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

11. APPROVAL OF AN APPLICATION FOR A MESSAGE ESTABLISHMENT BUSINESS LICENSE FOR FLOURISH LLC DBA LILAC MESSAGE, 5575 SIMMONS STREET, SUITE #11, NORTH LAS VEGAS, NEVADA 89031. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

12. APPROVAL OF AN APPLICATION FOR A SECONDHAND DEALER BUSINESS LICENSE FOR PAM WHEELER L.L.C. DBA HASHTAG THRIFT STORE, 3073 WEST CRAIG ROAD, SUITE 5, NORTH LAS VEGAS, NEVADA 89032, PENDING VERIFICATION OF REQUIRED DEPARTMENTAL APPROVALS. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

13. APPROVAL OF AN APPLICATION FOR A CHANGE IN OWNERSHIP FOR A COMMERCIAL NURSERY BUSINESS LICENSE FOR STEPPING STONES CHILDREN'S ACADEMY LLC DBA STEPPING STONES CHILDREN'S ACADEMY, 720 RANCHO DEL NORTE DRIVE, NORTH LAS VEGAS, NEVADA 89031, PENDING VERIFICATION OF REQUIRED DEPARTMENTAL APPROVALS. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

14. APPROVAL OF AN APPLICATION FOR A CHANGE IN LOCATION FOR A CULTIVATION FACILITY FOR A MEDICAL MARIJUANA BUSINESS LICENSE FOR LIBRA WELLNESS CENTER, LLC DBA LIBRA WELLNESS FROM 11130 APEX DIAMOND AVENUE, SUITE 100, NORTH LAS VEGAS NEVADA 89124 TO 13415 APEX HARBOR LANE, SUITE 100, NORTH LAS VEGAS, NEVADA 89124, PENDING VERIFICATION OF STATE TAXATION, REQUIRED INSURANCE COVERAGE, ALL APPLICABLE LICENSE FEES, AND DEPARTMENTAL APPROVALS INCLUDING, BUT NOT LIMITED TO CHAPTER 5.29 OF THE NORTH LAS VEGAS MUNICIPAL CODE. (ASSOCIATED ITEM NO. 15, PRODUCTION).(FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

15. APPROVAL OF AN APPLICATION FOR A CHANGE IN LOCATION FOR A PRODUCTION OF EDIBLE MARIJUANA PRODUCTS OR MARIJUANA-INFUSED PRODUCTS ESTABLISHMENT BUSINESS LICENSE FOR LIBRA WELLNESS CENTER, LLC DBA LIBRA WELLNESS FROM 11130 APEX DIAMOND AVENUE, SUITE 101, NORTH LAS VEGAS NEVADA 89124 TO 13415 APEX HARBOR LANE, SUITE 200, NORTH LAS VEGAS, NEVADA 89124, PENDING VERIFICATION OF STATE TAXATION, REQUIRED INSURANCE COVERAGE, ALL APPLICABLE LICENSE FEES, AND DEPARTMENTAL APPROVALS INCLUDING, BUT NOT LIMITED TO CHAPTER 5.29 OF THE NORTH LAS VEGAS MUNICIPAL CODE. (ASSOCIATED ITEM NO. 14, CULTIVATION).(FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

16. APPROVAL OF AN APPLICATION FOR ARMANDO D. RODRIGUEZ, JR. AS A KEY EMPLOYEE FOR THE RESTRICTED GAMING, RESTRICTED GAMING LIQUOR AND FULL LIQUOR OFF-SALE BUSINESS LICENSES FOR NEVADA RESTAURANT SERVICES, INC. DBA BOURBON STREET SPORTS BAR #136, 2750 EAST CRAIG ROAD, NORTH LAS VEGAS, NEVADA 89030. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

17. APPROVAL OF AN APPLICATION FOR JIM PROVENZANO AS A KEY EMPLOYEE FOR THE FULL LIQUOR OFF-SALE BUSINESS LICENSE FOR DOLGEN MIDWEST, LLC DBA DOLLAR GENERAL #13303, 2640 NORTH LAS VEGAS BOULEVARD, NORTH LAS VEGAS, NEVADA 89030. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

18. APPROVAL TO RECEIVE AND FILE THE CERTIFICATES OF SALE REPORT DUE TO THE NON-PAYMENT OF A SPECIAL ASSESSMENT FOR PROPERTIES LOCATED WITHIN THE ALIANTE SPECIAL IMPROVEMENT DISTRICT NUMBER 60, IN ACCORDANCE WITH NRS 271.565. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

19. FINAL ACCEPTANCE OF THE CENTENNIAL PARKWAY CHANNEL EAST/CENTENNIAL COLLECTOR, BID NUMBER 1434, CIP PROJECT NOS. 10329 AND 10374 FOR MAINTENANCE AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-8579)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

20. FINAL ACCEPTANCE OF THE NELLIS INDUSTRIAL PARK STREETLIGHT MAINTENANCE PROJECT, BID NUMBER 1462, CIP PROJECT NO. 10365 FOR MAINTENANCE AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-8782)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

BUSINESS

21. APPROVAL OF AN APPLICATION FOR A DAY NURSERY BUSINESS LICENSE FOR KAREN S. ALTON DBA BUSY BEES LEARNING TREE, 3905 CACKLING GOOSE DRIVE, NORTH LAS VEGAS, NEVADA 89084, PENDING VERIFICATION OF REQUIRED DEPARTMENTAL APPROVALS. (CONTINUED AUGUST 3, 2016) (FOR POSSIBLE ACTION)

Mayor Lee stated that attempts to contact the applicant were unsuccessful and the day nursery business was not permitted by the Homeowners Association Covenants, Conditions and Restrictions.

ACTION: DENIED

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

22. AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH NORTH LAS VEGAS INFRASTRUCTURE INVESTMENT AND CONSTRUCTION LLC (NLV INFRASTRUCTURE), IN ACCORDANCE WITH SPECIFIC TERMS AND CONSISTENT WITH ITS RESPONSE TO APEX WATER AND WASTEWATER INFRASTRUCTURE RFP NO. 2016-01. (FOR POSSIBLE ACTION)

City Manager Liu clarified for the City Council the Breaking up Fees for North Las Vegas Infrastructure and the City and asked that the Letter of Intent be amended.

ACTION: APPROVED AS AMENDED; DELETE LAST SENTENCE OF FOOTNOTE ON PAGE ONE OF LETTER OF INTENT.

MOTION: Mayor Pro Tempore Barron

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

23. PRESENTATION AND/OR DISCUSSION BY WES HENDERSON, EXECUTIVE DIRECTOR OF THE NEVADA LEAGUE OF CITIES AND MUNICIPALITIES REGARDING THE BILL DRAFT REQUESTS SUBMITTED FOR THE 2017 NEVADA LEGISLATIVE SESSION. (FOR POSSIBLE ACTION)

Councilwoman Wood, Past President and Wes Henderson, Executive Director of the Nevada League of Cities reminded the City Council of the Annual Conference to be held October 13 – 14, 2016 in Sparks, NV. She noted that the focus would be on housing, volunteerism, social media, healthcare insurance, transportation and

autonomy. She added that Mr. Tony Rucci from Root Technology in Reno, NV will be speaking about cybersecurity.

Director Henderson said caucuses were formed within the state to assist with communications to the Nevada League of Cities. He stated that several Bill Draft Requests would be submitted for the 2017 Legislative Session; some giving more authority to cities regarding vacant property; some expanding authority to municipal utility tax; some providing towns and general improvement districts with a portion of tax revenue from motor vehicle fuel; and nine Bill Draft Requests relating to elections.

Director Henderson gave the following updates:

National Conference, November 16 through 19, 2016 – Pittsburgh, Pennsylvania
Nevada League of Cities Name Change to Nevada Municipal League
New League Member - Minden, Nevada
Rejoining the League – Carson City, Nevada
11/16-11/19 - National conference in Pittsburgh

ACTION: PRESENTATION GIVEN

24. ACCEPTANCE OF A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, UNDER THE FISCAL YEAR 2015 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT, IN THE AMOUNT OF \$3,674,745 TO HIRE 18 ADDITIONAL PERSONNEL FOR THE FIRE DEPARTMENT. (FOR POSSIBLE ACTION)

Chief Lytle responded to the Mayor's concerns and said the grant had language written to enable the Fire Department to hire nine firefighters and nine firefighter/paramedics that would be ready for active duty once training was completed which takes approximately five months.

ACTION: GRANT AWARD ACCEPTED

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

25. APPROVAL OF A PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., IN A TOTAL AMOUNT NOT TO EXCEED \$3,525,650.67 OVER A THREE-YEAR TERM FOR THE REPLACEMENT OF MOBILE AND PORTABLE RADIOS, CIP PROJECT NO. 26015; AND AUTHORIZATION TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$968,948.46 FOR THE FIRST YEAR. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-9187)

ACTION: APPROVED

MOTION: Councilwoman Wood
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood,
Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

26. AUTHORIZATION TO ISSUE A PURCHASE ORDER TO CLARK COUNTY SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL IN AN AMOUNT NOT TO EXCEED \$239,091.50 USING THE COMPETITIVE BIDDING EXCEPTION PER NRS 332 LOCAL GOVERNMENT PURCHASING ACT FOR FY2016-17 ANNUAL OPERATING FEES FOR THE SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL RADIO SYSTEM. (FOR POSSIBLE ACTION)

ACTION: AUTHORIZED

MOTION: Councilwoman Wood
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood,
Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

27. ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF NEVADA, DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY, UNDER THE FEDERAL FY2017 PEDESTRIAN SAFETY PROGRAM IN THE TOTAL AMOUNT OF \$64,762; GRANT FUNDS IN THE AMOUNT OF \$53,968 AND A REQUIRED LOCAL IN-KIND MATCH IN THE AMOUNT OF \$10,794 FOR THE OVERTIME COST TO EDUCATE AND ENFORCE THE PEDESTRIAN SAFETY, AWARENESS, AND EDUCATION PROGRAM FOR THE POLICE DEPARTMENT. (FOR POSSIBLE ACTION)

ACTION: GRANT AWARD ACCEPTED

MOTION: Councilwoman Wood
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood,
Goynes-Brown and Cherchio
NAYS: None
ABSTAIN: None

28. APPROVAL OF SPECIAL IMPROVEMENT DISTRICT NO. 60 (ALIANTE) APPORTIONMENT REPORT NO. 59 BASED UPON THE SUBDIVISION OF LAND INTO NUMEROUS PARCELS NECESSITATING THE APPORTIONMENT OF THE ASSESSMENT ON WHICH AN IMPROVEMENT DISTRICT IS LEVIED. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-9188)

ACTION: APPROVED

MOTION: Councilman Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

29. APPROVAL OF A MULTI-JURISDICTIONAL INTERLOCAL AGREEMENT FOR THE LAS VEGAS FREEWAY ARTERIAL SYSTEM OF TRANSPORTATION WITH THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION, CLARK COUNTY, THE CITIES OF NORTH LAS VEGAS, HENDERSON, AND LAS VEGAS, AND THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA TO BENEFIT THE MEMBER AGENCIES AND THE CITIZENS OF NEVADA THROUGH BETTER TRAFFIC CONTROL. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-9189)

ACTION: APPROVED

MOTION: Mayor Pro Tempore Barron

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

30. RESOLUTION NO. 2566; A RESOLUTION ESTABLISHING THE CITY'S STATE LEGISLATIVE PLATFORM FOR THE 2017 NEVADA STATE LEGISLATURE. (FOR POSSIBLE ACTION)

Assistant City Manager Juden that Resolution No. 2566 articulates the City's issues for the 2017 Legislative Session. He stated they were to gain permanent water rights at Apex through a Memorandum of Understanding with the Southern Nevada Water Authority and to extend the deadline to 2021 regarding transition from the Utility Enterprise Fund.

ACTION: PASSED AND ADOPTED

MOTION: Mayor Pro Tempore Barron

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

31. DISCUSSION AND/OR ACTION REGARDING ANNUAL REVIEW OF CITY MANAGER DR. QIONG X. LIU. (FOR POSSIBLE ACTION)

Council discussed Dr. Liu's exemplary achievements moving the City forward during her leadership. Mayor Lee recommended renegotiating her contract for City Manager in the amount of \$220,000 for a term of 2-3 years.

City Manager Liu thanked the City Council and stated a preference of a two-year term.

ACTION: DISCUSSION HELD; DIRECTION GIVEN TO RENEGOTIATE CONTRACT WITH A SALARY IN THE AMOUNT OF \$220,000, AND TO SET GOALS WITH A TERM OF 2-3 YEARS

MOTION: Mayor Lee

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

ORDINANCES - INTRODUCTION ONLY

32. ORDINANCE NO. 2765; AN ORDINANCE RELATED TO ZONING; AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE CITY OF NORTH LAS VEGAS MUNICIPAL CODE BY RECLASSIFYING APPROXIMATELY 3.84± ACRES THEREIN FROM A PUD, PLANNED UNIT DEVELOPMENT DISTRICT TO A C-1, NEIGHBORHOOD COMMERCIAL DISTRICT (ZN-08-16, CRAIG & SIMMONS), FOR PROPERTY GENERALLY LOCATED NORTH OF CRAIG ROAD AND EAST OF SIMMONS STREET, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (SET FINAL ACTION FOR SEPTEMBER 21, 2016)

Ordinance No. 2765 introduced by the City Clerk as posted on the agenda.

ACTION: FINAL ACTION SET FOR SEPTEMBER 21, 2016

33. ORDINANCE NO. 2766; AN ORDINANCE RELATED TO ZONING; AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE CITY OF NORTH LAS VEGAS MUNICIPAL CODE BY AMENDING AN EXISTING PUD, PLANNED UNIT DEVELOPMENT DISTRICT (ORDINANCE NO. 2191), TO ALLOW 80 DWELLING UNITS (ZN-09-16, 5TH & AZURE TOWNHOME APARTMENTS), FOR PROPERTY GENERALLY LOCATED ON EAST AZURE AVENUE AND NORTH 5TH STREET, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (SET FINAL ACTION FOR SEPTEMBER 21, 2016)

Ordinance No. 2765 introduced by the City Clerk as posted on the agenda.

ACTION: SET FINAL ACTION FOR SEPTEMBER 21, 2016

34. ORDINANCE NO. 2767; AN ORDINANCE RELATED TO ZONING; AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE CITY OF NORTH LAS VEGAS MUNICIPAL CODE BY RECLASSIFYING APPROXIMATELY 33.92± ACRES THEREIN FROM AN R-1, SINGLE-FAMILY LOW DENSITY DISTRICT TO A C-2, GENERAL COMMERCIAL DISTRICT (ZN-07-16, CAMINO AL NORTE AND CRAIG), FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF CRAIG ROAD AND CAMINO AL NORTE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (SET FINAL ACTION FOR SEPTEMBER 21, 2016)

Ordinance No. 2767 introduced by the City Clerk as posted on the agenda.

ACTION: SET FINAL ACTION FOR SEPTEMBER 21, 2016

APPOINTMENTS

35. APPOINTMENT OF A CITIZEN REPRESENTATIVE AND ALTERNATE TO THE CLARK COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE FOR A ONE-YEAR TERM ENDING SEPTEMBER 5, 2017. (CONTINUED AUGUST 17, 2016) (FOR POSSIBLE ACTION)

ACTION: TRACY LEWIS APPOINTED AS REPRESENTATIVE

MOTION: Mayor Lee

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: None

ABSTAIN: None

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CITY MANAGER'S REPORT

There was no report.

COUNCIL ITEMS

Councilman Cherchio reminded everyone that the Nellis/Creech Military Appreciation

Day will be Saturday, September 8, 2016 from 11:00 a.m. – 5:00 p.m. at Craig Ranch Regional Park.

Councilwoman Goynes-Brown thanked staff for planning and coordinating the recent employee picnic.

Mayor Pro Tempore Barron stated that a Latino Festival would be held on October 15, 2016 in conjunction with Hispanic Heritage Month. He said there would be a Mayan Soccer Tournament in October with additional information forthcoming. He thanked the Police Department for their efforts regarding a recent crime investigation.

Councilwoman Wood reminded the City Council of the National League of Cities Conference to be held in the City of Sparks on October 11 – 12, 2016. She thanked Bethany Rudd Sanchez for accepting the position of Acting City Attorney.

PUBLIC FORUM

There was no public participation.

ADJOURNMENT

ACTION: THE MEETING ADJOURNED AT 7:55 P.M.

APPROVED: September 21, 2016

/s/ John J. Lee

Mayor John J. Lee

ATTEST:

/s/ Catherine A. Raynor

Catherine A. Raynor, MMC
City Clerk

Exhibit 8



Qiong Liu <liuq@cityofnorthlasvegas.com>

Fwd: Verbatim of Mayor Lee's motion

Catherine Raynor <raynorc@cityofnorthlasvegas.com>
To: Qiong Liu <liuq@cityofnorthlasvegas.com>

Thu, Sep 8, 2016 at 3:36 PM

Dear Qiong:

I realize that the intent of last night's item may have been to execute an amendment to your current contract, but that is not what the Mayor said in his motion. The motion words are below.

"I would make a motion, and then I'll give you a chance to speak in just a second, that we, maybe, renegotiate your contract at \$220,000, express our love and concern for you, ask you that you continue to work as hard as you did, and let us hit the goals that the City needs to be successful. So, Council, that will be my motion and please cast your vote." And then they voted.

To my mind this does mean we have the authority to draft an amendment to the contract changing the salary from \$190,000 to \$220,000, presumably with the effective date of September 7th. You'd have to talk to Bethany to see if it their action is strong enough to just sign the amendment or the amendment must go back to Council to approve it. There was also discussion of 2 to 3 more years working at the City, but that was not in the motion and Dr. Lui stated she committed to 2 more years. The existing contract goes til December 31, 2018. So, it appears the only change would be salary and its effective date.

This is the disadvantage of not including the full intent in the agenda item. The title as published was to **discuss** and act regarding an annual review. The title did not say discuss and approve a contract amendment. Yes, an evaluation can result in a contract amendment. Finally, as published online the agenda item only stated that Council could take whatever administrative action is warranted. ***Have Bethany opine on whether this can be done without public noticing, but my gut says the contract would need to come back to Council just to be ratified based on their action of September 7th.***

We'll gladly put that item on the September 21st agenda. Let me know.

Catherine

Catherine A. Raynor, MMC | City Clerk | City of North Las Vegas
2250 Las Vegas Blvd., N, Ste 800
North Las Vegas, NV 89030
(702) 633-1031
Fax: (702) 649-3846
TDD: (800) 326-6868

Exhibit 9

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com

*Emailed to
HR 9-12-16*



Date Form Completed: (Required)	09/7/16
Estimated Effective Date: (Required)	09/3/16
HR USE ONLY	
Revised Effective Date:	
Employee ID# (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X	Employee ID# (Required)	6978
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire		Employment Status: <u>Full Time Regular Employee</u>			
REMINDER: Please contact IT Service Desk if employee / contractor requires: Computer, Phone, Remote Access, etc.					

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	<u>Merit Increase</u>
REMINDER: Please contact IT Service Desk for system access deletion or to return equipment e.g. Desktop, Laptop, Mobile, etc.			

Justification of Action:	Pay Increase per Council Action on 9/7/16 to \$220,000/annual
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Assignment Information:

Adjusted Service Date: (Anniversary)		5/9/05		HR RECRUITER USE ONLY	
				Date Application Accepted:	
				Test Score: (Multiple Hires: Same hire date/classification)	
Current Assignment:			New Assignment:		
Department:	CITY MANAGER	Department:	CITY MANAGER		
Full Division Name:	CM -Administration	Full Division Name:	CM -Administration		
Supervisor:	Mayor John Lee	Supervisor:	Mayor John Lee		
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Department Directors		
Select Total Weekly Hours:	36	Select Total Weekly Hours:	36		
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm		
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01234-Payroll Mgr.)	04611-City Manager		
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B	Required: Specify Position #: Link Job Code and Position # Contact HR if position is not on the list	00192-B		
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	DD-61		
Salary:	\$190,000	Salary:	\$220,000		
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110		

Manager:	_____	Date:	_____
Department Director:	_____	Date:	_____
Human Resources:	_____	Date:	_____
City Manager:	<i>[Signature]</i>	Date:	<u>9/8/16</u>

Exhibit 10

**NORTH LAS VEGAS CITY COUNCIL
AGENDA ITEM**

NUMBER: 5.	
SUBJECT: Approve First Amendment to City Manager Employment Agreement between the City of North Las Vegas and Dr. Qiong X. Liu. (For Possible Action)	
REQUESTED BY: Catherine Raynor, MMC, City Clerk	WARD: Citywide
RECOMMENDATION OR RECOMMEND MOTION: Staff recommends Council approve the First Amendment to the existing contract between the City of North Las Vegas and Dr. Qiong X. Liu increasing the salary from \$190,000 to \$220,000 effective September 7, 2016	
FISCAL IMPACT: AMOUNT: None EXPLANATION: N/A	ACCOUNT NUMBER: N/A

STAFF COMMENTS AND BACKGROUND INFORMATION:

At the September 7, 2016 meeting Council discussed Dr. Liu's annual review as City Manager and moved to renegotiate the contract, specifically to increase the salary from \$190,000 to \$220,000.

Council's discussion on September 7, 2016 as posted on the agenda in accordance with the Nevada Open Meeting Law did not include approval of a contract as part of the agenda item.

This request finalizes the contract amendment by including it on the agenda for final action. The effective date of amendment is September 7, 2016.

CIP No.	Related Item: No	
LIST CITY COUNCIL GOAL(S): Economic Development; Responsible Fiscal Management; Quality Municipal Services		
PREPARED BY: Catherine Raynor City Clerk	Respectfully Submitted Qiong X. Liu City Manager	CITY COUNCIL MEETING DATE: 9/21/2016

**NOTICE AND AGENDA
CITY OF NORTH LAS VEGAS
CITY COUNCIL REGULAR MEETING**

September 21, 2016

Website - <http://www.cityofnorthlasvegas.com>

CALL TO ORDER

6:00 p.m., Council Chambers, 2250 Las Vegas Boulevard North,
North Las Vegas, Nevada

WELCOME

The North Las Vegas City Council welcomes each of you to its City Council Meeting. If you wish to speak, please complete one of the blue cards which are located on the table outside the main entrance and at the podium rail. Please give the card to the City Clerk. When the Mayor calls upon you to speak, we request that you limit your comments to no more than three minutes, and that you avoid repetition. **Please keep in mind the rules of decorum by addressing the Council as a whole and not individual members and limiting your comments to issues regarding City government.** As a courtesy to others, we ask that cellular phones and pagers be turned off during the meeting. Please no food or drink inside Council Chambers.

Items on the agenda may be taken out of order. The City Council may combine two or more agenda items for consideration; and may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

The North Las Vegas City Council Chamber is accessible to all persons. For reasonable accommodations to those with disability impairments, please contact the ADA Coordinator at (702) 633-2410 or TDD (800) 326-6868 at least seventy-two (72) hours in advance of the meeting. For general questions regarding this agenda or for supporting material, please contact Catherine A. Raynor, MMC, City Clerk at (702) 633-1030.

These proceedings are being video recorded for future viewings on KCLV, Cable Channel 2. The proceedings will be rebroadcasted on KCLV Channel 2 the Friday after the meeting at 4:00 P.M., the following Tuesday at 12:00 P.M. and Thursday at 6:00 A.M. Customers of CenturyLink can view this program in high definition on Channel 1002 and some customers of Cox Communications who do not have a cable box can view this meeting on digital Channel 89.5. The Council Meeting can be viewed on the City's internet at www.cityofnorthlasvegas.com.

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VERIFICATION

Verification that the Agenda and Meeting Notice was properly posted on the bulletin board at City Hall, 2250 Las Vegas Boulevard North, the bulletin board at the Public Safety Building, 2266 Civic Center Drive and the bulletin boards at the North Las Vegas Public Library, 2250 Las Vegas Boulevard North, Suites 133 and 137; Aliante Library, 2400 W. Deer Springs Way; Alexander Library, 1755 W. Alexander Road, the City's website (including supporting materials) and Nevada Public Notice website in

compliance with NRS 241, "The Open Meeting Law." The agenda and supporting materials are also available in the City Clerk's Office.

INVOCATION

[Pastor Matt Butler](#)
Grace Point Church

PLEDGE OF ALLEGIANCE - BY INVITATION

PUBLIC FORUM

This is the first of two portions of the meeting devoted to the Public. Public comment during this portion of the agenda must be limited to matters on the agenda for action. After completing and submitting a blue card, the Mayor will call upon you to come forward to the podium. Please state your name and address for the record. All other items and/or topics will be recognized at the second Public Forum. Usually items received under this heading will be referred to the City Manager for action at a later date. Items listed on the agenda will be heard after introduction by the City Clerk. In consideration of other citizens, we ask that you please limit your comments to three minutes and that repetition be avoided. The Mayor may, at his discretion, hold the cards until the second Public Forum at the end of the meeting.

PRESENTATIONS

[Presentation of a Certificate of Achievement for Outstanding Dedication in Earning All Merit Badges in the Boy Scouts of America Scouting Program.](#)

AGENDA

1. [Approve City Council Regular Meeting Agenda of September 21, 2016. \(For Possible Action\)](#)

SET FUTURE PUBLIC HEARING DATES

2. [Set Date on Any Appeals Filed or Required Public Hearings From the City Planning](#)

Commission Meetings.**PUBLIC HEARINGS - 6:15 P.M.**

3. Approve SNC-02-16 (City of North Las Vegas Deer Springs Way); an Application Submitted by the City of North Las Vegas for a Street Name Change, to Rename a Portion of Deer Springs Way to Shelley Berkley Way from Pecos Road, Extending East to Nellis Boulevard Which is the Terminus of the Current Deer Springs Way Alignment. (For Possible Action)

Ward: 1 - Mayor Pro Tempore Barron
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

CONSENT AGENDA

Matters listed on the Consent Agenda are considered routine and may be approved by a single motion. However, any Consent Item may be moved to the Business portion of the agenda for discussion at the request of any Council member.

4. Adopt City Council Regular Meeting Minutes of September 7, 2016. (For Possible Action)

Ward: Citywide
Sponsor: City Clerk
City's Fiscal Impact: None
Recommended Action: Approve

5. Approve First Amendment to City Manager Employment Agreement between the City of North Las Vegas and Dr. Qiong X. Liu. (For Possible Action)

Ward: Citywide
Sponsor: City Clerk
City's Fiscal Impact: \$30,000
Recommended Action: Approve

6. Approve Nicholas Tanner Foutz as Key Employee for the Non-Restricted Gaming, Non-Restricted Gaming Liquor, and Full Liquor Off-Sale Business Licenses for Nevada

[Restaurant Services, Inc. dba Dotty's #111, 2428 East Cheyenne Avenue, North Las Vegas, Nevada 89030. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Approve

BUSINESS

7. [Receive Presentation by Donald Snyder, Chairman and Thom Reilly, Facilitator from the Transportation Resource Advisory Committee Regarding Findings and Recommendations of the Committee Relating to Transportation Infrastructure to Accommodate Current and Future Growth by Enhancing Connectivity and Improving Mobility Throughout the Valley.](#)

Ward: Citywide
Sponsor: City Manager
City's Fiscal Impact: None
Recommended Action: Accept

8. [Authorize Fire Engine Vehicle Refurbish Purchase Agreement with Pierce Manufacturing, Inc. for Complete Refurbishment of Fire Engine #1664, a 2008 Pierce Quantum Fire Engine/Pumper in an Amount Not to Exceed \\$265,000 from the Public Safety Projects - Fire Fund, CIP Project No. 22010 Using the Competitive Bidding Exception Per NRS 332 Local Government Purchasing Act and in a Form Approved by the City Attorney's Office. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Public Works
City's Fiscal Impact: \$265,000
Recommended Action: Authorize

9. [Authorize Issuance of Purchase Orders in the Total Amount of \\$51,869.88; \\$34,531 to Ford Country; \\$7,647.89 to Advanced Vehicle Products; and \\$9,690.99 to Sierra Truck & Body for the Purchase of One Ford F-350 Pickup and the Associated Upfit for the Police Department Using the Competitive Bidding Exception Per NRS 332 Local Government Purchasing Act. \(For Possible Action\)](#)

Ward: Citywide
Sponsor: Public Works
City's Fiscal Impact: \$51,869.88
Recommended Action: Authorize

10. [Approve Deed of Dedication for the North 5th Street for Twenty-Three \(23\) Clark County Assessor's Parcel Numbers Located between Lake Mead Boulevard North and Judson Avenue. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
 Sponsor: Public Works
 City's Fiscal Impact: None
 Recommended Action: Approve

11. [Award Bid Number 1495 and Approve Construction Contract with AMPCO Contracting, Inc. in the Amount of \\$223,720 from the General Obligation Bond for the Detention Center Dormitories A, B, F, and Administration Facility Demolition Project, CIP Project No. 26011. \(For Possible Action\)](#)

Ward: 1 - Mayor Pro Tempore Barron
 Sponsor: Public Works
 City's Fiscal Impact: \$223,720
 Recommended Action: Award and Approve

ORDINANCES - INTRODUCTION ONLY

There is no public comment for these items and no action will be taken by the Council at this meeting. If you wish to speak on any of these items, please attend the meeting where the Final Action will be determined and submit a blue card to the Clerk.

12. [Introduce Ordinance No. 2770; Amend Chapter 13.24 of the North Las Vegas Municipal Code to Outline the Powers and Duties of the Director of Utilities, Make Various Changes Relative to Definitions, Establish a Senior Citizens Discount Program and Provide for Other Matters Properly Related Thereto. \(Set Final Action for October 5, 2016\)](#)

Ward: Citywide
 Sponsor: Utilities
 City's Fiscal Impact: None
 Recommended Action: Set Final Action for October 5, 2016

13. [Introduce Ordinance No. 2771; Amend Chapter 13.28 of the North Las Vegas Municipal Code to Change the Title from Wastewater Collection and Treatment to Regulation of Industrial Users; Industrial Pretreatment Program, and to Incorporate Changes to Comply with Applicable State and Federal Laws Under the Clean Water Act \(33 U.S.C.1251 et seq.\), the General Pretreatment Regulations for Existing and New Sources of Pollution \(40 CFR Part 403\), and Provide for Other Matters Properly Related Thereto. \(Set Final Action for October 5, 2016\)](#)

Ward: Citywide

Sponsor: Utilities
City's Fiscal Impact: None
Recommended Action: Set Final Action for October 5, 2016

ORDINANCES - FINAL ACTION

14. [Ordinance No. 2765; an Ordinance Related to Zoning; Amending Section 010 of Chapter 16 of Title 17 of the City of North Las Vegas Municipal Code by Reclassifying Approximately 3.84± Acres Therein from a PUD, Planned Unit Development District to a C-1, Neighborhood Commercial District \(ZN-08-16, Craig & Simmons\), for Property Generally Located North of Craig Road and East of Simmons Street, and Providing for Other Matters Properly Relating Thereto. \(For Possible Action\)](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Pass and Adopt

15. [Ordinance No. 2766; an Ordinance Related to Zoning; Amending Section 010 of Chapter 16 of Title 17 of the City of North Las Vegas Municipal Code by Amending an Existing PUD, Planned Unit Development District \(Ordinance No. 2191\), to Allow 80 Multi-Family Dwellings \(ZN-09-16, 5th & Azure Townhome Apartments\), for Property Generally Located on East Azure Avenue and North Fifth Street, and Providing for Other Matters Properly Relating Thereto. \(For Possible Action\)](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Pass and Adopt

16. [Ordinance No. 2767; an Ordinance Related to Zoning; Amending Section 010 of Chapter 16 of Title 17 of the City of North Las Vegas Municipal Code by Reclassifying Approximately 33.92± Acres Therein from an R-1, Single-Family Low Density District to a C-2, General Commercial District \(ZN-07-16, Camino Al Norte and Craig\), for Property Generally Located at the Northwest Corner of Craig Road and Camino Al Norte, and Providing for Other Matters Properly Relating Thereto. \(For Possible Action\)](#)

Ward: 4 - Councilman Cherchio
Sponsor: Community Development and Compliance
City's Fiscal Impact: None
Recommended Action: Pass and Adopt

CITY MANAGER'S REPORT

COUNCIL ITEMS

PUBLIC FORUM

This is the portion of the meeting devoted to the Public. After completing and submitting a blue card, please come forward upon recognition by the Mayor and feel free to speak on any topic. Usually items received under this heading will be referred to the City Manager for action at a later date. In consideration of other citizens, we ask that you please limit your comments to three minutes and that repetition be avoided.

ADJOURNMENT

The City Clerk keeps the official record of all proceedings of the City Council. In order to maintain a complete and accurate record of all proceedings, any photograph, map, chart, or other document used in any presentation to the Council should be submitted to the City Clerk. If materials are to be distributed to members of the City Council, please provide thirteen copies for distribution to the City Manager, Assistant City Manager, City Attorney, City Clerk, and Staff.

Exhibit 11

**MINUTES
CITY OF NORTH LAS VEGAS
CITY COUNCIL REGULAR MEETING**

September 21, 2016

Website - <http://www.cityofnorthlasvegas.com>

CALL TO ORDER

6:11 p.m., Council Chambers, 2250 Las Vegas Boulevard North,
North Las Vegas, Nevada

ROLL CALL

COUNCIL PRESENT

Mayor John J. Lee
Mayor Pro Tempore Isaac E. Barron
Councilwoman Anita G. Wood
Councilwoman Pamela A. Goynes-Brown
Councilman Richard J. Cherchio

STAFF PRESENT

Acting City Manager Ryann Juden
Acting City Attorney Bethany Rudd Sanchez
City Clerk Catherine Raynor
Community Development and Compliance
Acting Director Marc Jordan
Finance Director Darren Adair
Fire Chief Jeff Lytle
Library Director Forrest Lewis

Neighborhood and Leisure Services Director
Cass Palmer
Assistant Police Chief David Noahr
Public Works Director Jennifer Doody
Economic Development Administrator Terri Sheridan
Deputy City Clerk Marie Purcell
Deputy City Clerk Adel Tapia-Rojas

WELCOME

Mayor John J. Lee

VERIFICATION

Catherine A. Raynor, MMC
City Clerk

INVOCATION

Pastor Matt Butler
Grace Point Church

PLEDGE OF ALLEGIANCE - BY INVITATION

Carter Thiriot
Boy Scout Troop #576

PUBLIC FORUM

There was no public participation.

PRESENTATIONS**PRESENTATION OF A CERTIFICATE OF ACHIEVEMENT FOR OUTSTANDING DEDICATION IN EARNING ALL MERIT BADGES IN THE BOY SCOUTS OF AMERICA SCOUTING PROGRAM.**

Mayor Lee presented a Certificate of Achievement to Jayden Thiriot of Boy Scout Troop #576 recognizing his achievements for earning all merit badges in the scouting program. Boy Scout Thiriot responded to Councilwoman Wood's question and stated there were 134 merit badges.

AGENDA**1. APPROVE CITY COUNCIL REGULAR MEETING AGENDA OF SEPTEMBER 21, 2016.
(FOR POSSIBLE ACTION)**

ACTION: APPROVED

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood,
Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

SET FUTURE PUBLIC HEARING DATES**2. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS.**

ACTION: NONE

PUBLIC HEARINGS - 6:15 P.M.**3. APPROVE SNC-02-16 (CITY OF NORTH LAS VEGAS DEER SPRINGS WAY); AN**

APPLICATION SUBMITTED BY THE CITY OF NORTH LAS VEGAS FOR A STREET NAME CHANGE, TO RENAME A PORTION OF DEER SPRINGS WAY TO SHELLEY BERKLEY WAY FROM PECOS ROAD, EXTENDING EAST TO NELLIS BOULEVARD WHICH IS THE TERMINUS OF THE CURRENT DEER SPRINGS WAY ALIGNMENT. (FOR POSSIBLE ACTION)

Mayor Lee opened the public hearing. No one came forward and Mayor Lee closed the public hearing.

Councilwoman Wood passed along Congresswoman Berkley's appreciation for the renaming of a street in her honor.

Mayor Pro Tempore Barron stated the sign would be blue in color representing the City of North Las Vegas.

ACTION: APPROVED

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

CONSENT AGENDA

4. ADOPT CITY COUNCIL REGULAR MEETING MINUTES OF SEPTEMBER 7, 2016. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

5. APPROVE FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND DR. QIONG X. LIU. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-8667)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

6. APPROVE NICHOLAS TANNER FOUTZ AS KEY EMPLOYEE FOR THE NON-RESTRICTED GAMING, NON-RESTRICTED GAMING LIQUOR, AND FULL LIQUOR OFF-SALE BUSINESS LICENSES FOR NEVADA RESTAURANT SERVICES, INC. DBA DOTTY'S #111, 2428 EAST CHEYENNE AVENUE, NORTH LAS VEGAS, NEVADA 89030, (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

BUSINESS

7. RECEIVE PRESENTATION BY DONALD SNYDER, CHAIRMAN AND THOM REILLY, FACILITATOR FROM THE TRANSPORTATION RESOURCE ADVISORY COMMITTEE REGARDING FINDINGS AND RECOMMENDATIONS OF THE COMMITTEE RELATING TO TRANSPORTATION INFRASTRUCTURE TO ACCOMMODATE CURRENT AND FUTURE GROWTH BY ENHANCING CONNECTIVITY AND IMPROVING MOBILITY THROUGHOUT THE VALLEY.

Helen Foley, Manager, Transportation Resource Advisory Committee and Raymond Hess, Director of Planning, Regional Transportation Commission of Southern Nevada gave a presentation on Phase I Roadway Planning and Funding.

Manager Foley stated the Regional Transportation Commission of Southern Nevada developed and implemented the Transportation Resource Advisory Committee, TRAC, comprised of 36 stakeholders to study roadway and transit priorities and noting its work would be separated into two phases; Phase I, Roadway Planning and Funding; and Phase II, Transit Planning and Funding.

Director Hess stressed the importance of community input regarding transportation and mobility priorities. He stated that 6,900 responses were received from a survey given to an estimated 7,000 people through 120 community events and outreach presentations. He stressed there were 364 projects totaling \$6.2 billion in need of funding.

Manager Foley and Director Hess reviewed the following:

Merged Public Survey & TRAC Results
Planning Recommendations
Funding Recommendations

ACTION: PRESENTATION ACCEPTED

8. AUTHORIZE FIRE ENGINE VEHICLE REFURBISH PURCHASE AGREEMENT WITH PIERCE MANUFACTURING, INC. FOR COMPLETE REFURBISHMENT OF FIRE ENGINE #1664. A 2008 PIERCE QUANTUM FIRE ENGINE/PUMPER IN AN AMOUNT NOT TO EXCEED \$265,000 FROM THE PUBLIC SAFETY PROJECTS - FIRE FUND, CIP PROJECT NO. 22010 USING THE COMPETITIVE BIDDING EXCEPTION PER NRS 332 LOCAL GOVERNMENT PURCHASING ACT AND IN A FORM APPROVED BY THE CITY ATTORNEY'S OFFICE. (FOR POSSIBLE ACTION)

Acting City Manager Ryann Juden stated the City would save money refurbishing a fire engine instead of purchasing a new one and that this was the first refurbishment for the City.

ACTION: AUTHORIZED

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

9. AUTHORIZE ISSUANCE OF PURCHASE ORDERS IN THE TOTAL AMOUNT OF \$51,869.88: \$34,531 TO FORD COUNTRY; \$7,647.89 TO ADVANCED VEHICLE PRODUCTS; AND \$9,690.99 TO SIERRA TRUCK & BODY FOR THE PURCHASE OF ONE FORD F-350 PICKUP AND THE ASSOCIATED UPFIT FOR THE POLICE DEPARTMENT USING THE COMPETITIVE BIDDING EXCEPTION PER NRS 332 LOCAL GOVERNMENT PURCHASING ACT. (FOR POSSIBLE ACTION)

ACTION: AUTHORIZED

MOTION: Mayor Pro Tempore Barron

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

10. APPROVE DEED OF DEDICATION FOR THE NORTH 5TH STREET FOR TWENTY-THREE (23) CLARK COUNTY ASSESSOR'S PARCEL NUMBERS LOCATED BETWEEN LAKE MEAD BOULEVARD NORTH AND JUDSON AVENUE. (FOR POSSIBLE ACTION)

ACTION: APPROVED

MOTION: Mayor Pro Tempore Barron

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

11. AWARD BID NUMBER 1495 AND APPROVE CONSTRUCTION CONTRACT WITH AMPCO CONTRACTING, INC. IN THE AMOUNT OF \$223,720 FROM THE GENERAL OBLIGATION BOND FOR THE DETENTION CENTER DORMITORIES A, B, F, AND ADMINISTRATION FACILITY DEMOLITION PROJECT, CIP PROJECT NO. 26011. (FOR POSSIBLE ACTION) (CNLV CONTRACT NO. C-9202)

ACTION: BID AWARDED AND CONTRACT APPROVED

MOTION: Councilwoman Wood

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

ORDINANCES - INTRODUCTION ONLY

12. INTRODUCE ORDINANCE NO. 2770: AMEND CHAPTER 13.24 OF THE NORTH LAS VEGAS MUNICIPAL CODE TO OUTLINE THE POWERS AND DUTIES OF THE DIRECTOR OF UTILITIES. MAKE VARIOUS CHANGES RELATIVE TO DEFINITIONS. ESTABLISH A SENIOR CITIZENS DISCOUNT PROGRAM AND PROVIDE FOR OTHER MATTERS PROPERLY RELATED THERETO. (SET FINAL ACTION FOR OCTOBER 5, 2016)

Ordinance No. 2770 introduced by the City Clerk as posted on the agenda.

ACTION: FINAL ACTION SET FOR OCTOBER 5, 2016

13. INTRODUCE ORDINANCE NO. 2771: AMEND CHAPTER 13.28 OF THE NORTH LAS VEGAS MUNICIPAL CODE TO CHANGE THE TITLE FROM WASTEWATER COLLECTION AND TREATMENT TO REGULATION OF INDUSTRIAL USERS: INDUSTRIAL PRETREATMENT PROGRAM, AND TO INCORPORATE CHANGES TO COMPLY WITH APPLICABLE STATE AND FEDERAL LAWS UNDER THE CLEAN WATER ACT (33 U.S.C.1251 ET SEQ.), THE GENERAL PRETREATMENT REGULATIONS FOR EXISTING AND NEW SOURCES OF POLLUTION (40 CFR PART 403), AND PROVIDE FOR OTHER MATTERS PROPERLY RELATED THERETO. (SET FINAL ACTION FOR OCTOBER 5, 2016)

Ordinance No. 2771 introduced by the City Clerk as posted on the agenda.

ACTION: FINAL ACTION SET FOR OCTOBER 5, 2016

ORDINANCES - FINAL ACTION

14. **ORDINANCE NO. 2765: AN ORDINANCE RELATED TO ZONING: AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE CITY OF NORTH LAS VEGAS MUNICIPAL CODE BY RECLASSIFYING APPROXIMATELY 3.84± ACRES THEREIN FROM A PUD, PLANNED UNIT DEVELOPMENT DISTRICT TO A C-1, NEIGHBORHOOD COMMERCIAL DISTRICT (ZN-08-16, CRAIG & SIMMONS), FOR PROPERTY GENERALLY LOCATED NORTH OF CRAIG ROAD AND EAST OF SIMMONS STREET, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (FOR POSSIBLE ACTION)**

Ordinance No. 2765 introduced by the City Clerk as posted on the agenda.

ACTION: PASSED AND ADOPTED

MOTION: Councilman Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood, Goynes-Brown and Cherchio

NAYS: (None)

ABSTAIN: (None)

15. **ORDINANCE NO. 2766: AN ORDINANCE RELATED TO ZONING: AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE CITY OF NORTH LAS VEGAS MUNICIPAL CODE BY AMENDING AN EXISTING PUD, PLANNED UNIT DEVELOPMENT DISTRICT (ORDINANCE NO. 2191), TO ALLOW 80 MULTI-FAMILY DWELLINGS (ZN-09-16, 5TH & AZURE TOWNHOME APARTMENTS), FOR PROPERTY GENERALLY LOCATED ON EAST AZURE AVENUE AND NORTH FIFTH STREET, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (FOR POSSIBLE ACTION)**

Ordinance No. 2766 introduced by the City Clerk as posted on the agenda.

Community Development and Compliance Acting Director Marc Jordan stated Conditions No. 3, 20, and 27 needed to be amended to change Homeowners Association to Maintenance Association. Councilwoman Wood questioned the difference and expressed concerns with this notification and asked what options the City has if there were violations. Councilman Cherchio also expressed concern.

Acting City Attorney Bethany Rudd Sanchez stated that Homeowners Associations were governed by Nevada Revised Statutes and said she would need to do additional research into maintenance associations.

Mayor Lee recommended the ordinance be continued to allow time to obtain the additional information.

ACTION: CONTINUED TO OCTOBER 5, 2016

MOTION: Councilwoman Wood
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood,
Goynes-Brown and Cherchio
NAYS: (None)
ABSTAIN: (None)

16. ORDINANCE NO. 2767: AN ORDINANCE RELATED TO ZONING: AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE CITY OF NORTH LAS VEGAS MUNICIPAL CODE BY RECLASSIFYING APPROXIMATELY 33.92± ACRES THEREIN FROM AN R-1, SINGLE-FAMILY LOW DENSITY DISTRICT TO A C-2, GENERAL COMMERCIAL DISTRICT (ZN-07-16, CAMINO AL NORTE AND CRAIG), FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF CRAIG ROAD AND CAMINO AL NORTE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (FOR POSSIBLE ACTION)

Ordinance No. 2767 introduced by the City Clerk as posted on the agenda.

ACTION: PASSED AND ADOPTED

MOTION: Councilman Cherchio
AYES: Mayor Lee, Mayor Pro Tempore Barron, Council Members Wood,
Goynes-Brown and Cherchio
NAYS: (None)
ABSTAIN: (None)

CITY MANAGER'S REPORT

There was no report.

COUNCIL ITEMS

Councilwoman Wood congratulated Councilman Cherchio on the success of the Nellis/Creech Military Appreciation Day.

Mayor Pro Tempore Barron stated he completed a leadership program with students at Rancho High School and was now working with students at Mojave High School.

Councilwoman Goynes-Brown thanked staff for their successful efforts on the San Gennaro Festival in which more than 62,000 people attended and that ended with a spectacular fireworks show.

Mayor Lee and City Council Members honored Fire Chief Jeff Lytle upon his retirement and for his efforts and achievements during his term as Fire Chief.

Councilman Cherchio stated he had met with Mr. Anthony Palmisano, Coordinator of the San Gennaro Festival, who stated he was pleased with the event. He thanked all those who attended the Nellis/Creech Military Appreciation event and thanked Meadow Gold for their donation of ice cream.

PUBLIC FORUM

Wayne Higbee, 1329 Moorpoint Drive, North Las Vegas, expressed his concerns regarding issues in his neighborhood and thanked the City Council for providing him with the necessary contacts.

ADJOURNMENT

ACTION: THE MEETING ADJOURNED AT 7:25 P.M.

APPROVED: October 5, 2016

/s/ John J. Lee
Mayor John J. Lee

ATTEST:

/s/ Catherine A. Raynor
Catherine A. Raynor, MMC
City Clerk

Exhibit 12

Transcription of September 21, 2016
Council Meeting – Agenda Items 4-6

CITY CLERK RAYNOR: Matters listed on the Consent Agenda are considered routine and may be approved by a single motion. However, any Consent Item may be moved to the Business portion of the agenda for discussion at the request of any Council member.

CITY MANAGER JUDEN: Mayor and council the consent agenda consists of items 4, 5 and 6 staff recommends approval as presented.

MAYOR LEE: Thank you, any comments, questions on the consent agenda, if not, consent agenda if not, the chair will take a motion.

COUNCILWOMAN GOYNES-BROWN: Move to approve consent.


MAYOR, JOHN LEE: Please cast your vote. Item is approved.

TRANSCRIBER'S CERTIFICATE

I, Monica Metoyer, certify that:

To the best of my ability, I transcribed the agenda items 4-6 of the City of North Las Vegas City Council meeting that took place on September 21, 2016.

Dated: December 19, 2019



Monica Metoyer

Exhibit 13

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "First Amendment") is made on this 21st day of September, 2016 by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Qiong X. Liu, an individual (the "City Manager") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain City Manager Employment Agreement on or about December 3, 2014 (the "Original Agreement"). Capitalized terms used in this First Amendment and not defined have the meaning ascribed to them in the Original Agreement;

WHEREAS, during the City Council meeting on September 7, 2016, City Council authorized an increase in salary for the City Manager;

WHEREAS, Section 5 of Original Agreement provides that the City Council may amend the Original Agreement to increase the City Manager's salary; and

WHEREAS, the Parties desire to amend the Original Agreement pursuant to the terms of this First Amendment.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. SALARY INCREASE

The first paragraph of Section 5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"The City agrees to pay Employee for her services rendered pursuant thereto an annual base salary of Two Hundred and Twenty Thousand and no/100 Dollars (\$220,000), payable in installments at the same time as other employees of the City are paid."

2. RE-AFFIRMATION OF TERMS OF ORIGINAL AGREEMENT

In all other respects, the Parties affirm the terms and conditions of the Original Agreement.

3. GENERAL PROVISIONS

3.1 Entire Agreement. This First Amendment represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of the City Manager by the City and contains all of the covenants and agreements between the parties with respect to that employment. Each

party to this First Amendment acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein and that no other agreement, statement, or promises not contained in this First Amendment shall be valid or binding upon either party.

3.2 Governing Law and Venue. The laws of the State of Nevada govern the construction and interpretation of this First Amendment. Venue lies with any court of competent jurisdiction in Clark County.

IN WITNESS WHEREOF, the Parties have set their hands and official seals to be effective the date first above-written.

CITY OF NORTH LAS VEGAS


JOHN J. LEE, Mayor

CITY MANAGER


QIONG X. LIU

ATTEST:


CATHERINE A. RAYNOR, MMC, City Clerk

APPROVED AS TO FORM:


BETHANY RUDD SANCHEZ, Acting City Attorney

Exhibit 14

Mayor
John J. Lee

Council Members
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio
Scott Black



City Manager
Dr. Qiong X. Liu, P.E., PTOE

City Clerk's Office – Catherine A. Raynor, MMC, City Clerk

2250 Las Vegas Boulevard, North · Suite 800 · North Las Vegas, Nevada 89030

December 20, 2017 Telephone: (702) 633-1030 · Fax: (702) 649-3846 · TDD: (800) 326-6868

www.cityofnorthlasvegas.com

Dr. Qiong X. Liu, City Manager
City of North Las Vegas
2250 Las Vegas Boulevard North, 9th Floor
North Las Vegas, NV 89030

RE: Annual Performance Review

Dear City Manager Liu:

Pursuant to NRS 241.033(1), this letter is to notify you that, at the January 3, 2018 meeting, the North Las Vegas City Council will consider the following:

"Discussion and/or Action Regarding Annual Review of City Manager Dr. Qiong X. Liu."

The meeting will begin at 6:00 p.m. in the City Council Chambers, 2250 Las Vegas Boulevard North, North Las Vegas 89030. An agenda for that meeting will be made available to you in accordance with NRS 241.020, on December 27, 2017.

I have enclosed a copy of your original City Manager Employment Agreement and Amendment for your reference. Should you have any questions, please feel free to contact me at 633-1031.

Sincerely yours,

Catherine A. Raynor, MMC
City Clerk

Receipt of Service:

Dr. Qiong X. Liu, City Manager

12/20/17

Date

Exhibit 15



Qiong Liu <liuq@cityofnorthlasvegas.com>

Merit Increase

1 message

Qiong Liu <liuq@cityofnorthlasvegas.com>

Wed, Jan 3, 2018 at 6:27 AM

To: John Lee <leej@cityofnorthlasvegas.com>, Richard Cherchio <cherchior@cityofnorthlasvegas.com>, Pamela Goynes-Brown <GoynesBrownP@cityofnorthlasvegas.com>, Isaac Barron <barroni@cityofnorthlasvegas.com>, Scott Black <blacks@cityofnorthlasvegas.com>

Cc: Cass Palmer <palmerc@cityofnorthlasvegas.com>

Bcc: Unnamed <qxliu@cox.net>

Mayor and Council members,

While I greatly appreciate the positive feedback that you have provided to Mayor Lee and myself on my job performance, it has been extremely stressful and disheartening a few days for me to learn the false or misleading information (even hatred in Larry Griffin's case) that were expressed to you, even though you continued to praise my job performance regardless these distractions. As I stated to each one of you, I had to make many difficult decisions over the past 4+ years in order to meet the financial challenges and to transform this organization to what it is today, but everything that I have done as the City Manager has not benefited me nor my family or friends but the City as a whole. To that extend, I have a perfect peace in my heart.

In response to your request, I would like to reiterate there is fundamental difference between merit increases and cost-of-living adjustments (COLA). All of our union, appointive and confidential employees as well as directors, assistant directors and Assistant City Manager have been getting 5% or more merit increases for the last two years, but none (except elected officials) has gotten COLAs which is what the unions are pushing for. In addition, we have increased the salary range for union employees, including additional 5% for IAFF effective June 30, 2017, and additional 3.5% for both Teamsters and POA employees effective July 1, 2017, which was not given to any of our appointive and confidential employees. It's very challenging for us to continue to hold the line due to the fact that COLAs were given by all of our neighboring jurisdictions, which is why we are currently offering 2.5% COLA to IAFF in the form of FLSA to minimize the reoccurring financial impact to the City.

What you are considering tonight is my annual performance review and merit increase per Sections 7 and 8 of my employment contract, which states that I "shall be given a performance evaluation on the anniversary date, and shall be eligible for a salary and/or bonus increase at that time", and that I "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors". Following the conversations with each one of you, Mayor Lee offered me 5% merit increase to ensure that I am being treated as all other City employees and \$10,000 bonus pay to award me for the exceptional efforts as well as workload from wearing multiple hats.

With 34 years of post-collapse professional experience, including 20 years of management experience in state and local governments, my starting salary was even lower than the Assistant City Managers at the neighboring jurisdictions at \$190,000 in 2014 after serving as the Deputy City Manager and Interim City Manager for a whole year without any pay increases. My current compensation is still lower than my counterparts even though my credential, education, years of experience, and accomplishments as well as seniority in serving as the City Manager surpass theirs. Director Palmer is available to share with you the comparison of my current compensation as well as the recommendation he has developed following the directions given by Mayor Lee a few weeks ago.

As I shared with you, this has been a frustrating experience and I have never anticipated to spend this much time to fend off the unfounded distractions. But nothing is more important for me to not only safeguard my personal and professional honor and integrity, but more importantly the transparent and cohesive organizational culture that I have worked so hard to promote.

Hope this helps to clarify and document what has transpired over the last a few days. Please don't hesitate to ask if additional info. is needed. Thanks again for your continued support as well as your desire for me to continue to serve as the City Manager!

Qiong

Exhibit 16



Qiong Liu <liuq@cityofnorthlasvegas.com>

Re: Merit Increase

1 message

Qiong Liu <liuq@cityofnorthlasvegas.com>

Wed, Jan 3, 2018 at 9:33 AM

To: John Lee <leej@cityofnorthlasvegas.com>, Richard Cherchio <cherchior@cityofnorthlasvegas.com>, Pamela Goynes-Brown <GoynesBrownP@cityofnorthlasvegas.com>, Isaac Barron <barroni@cityofnorthlasvegas.com>, Scott Black <blacks@cityofnorthlasvegas.com>

Cc: Cass Palmer <palmerc@cityofnorthlasvegas.com>

Bcc: Unnamed <qxliu@cox.net>

Resent with some minor editorial corrections.

On Wed, Jan 3, 2018 at 6:27 AM, Qiong Liu <liuq@cityofnorthlasvegas.com> wrote:
Mayor and Council members,

While I greatly appreciate the positive feedback that you have provided to Mayor Lee and myself on my job performance, it has been an extremely stressful and disheartening few days for me to learn the false or misleading information (even hatred in Larry Griffin's case) that was expressed to you, even though you have continued to praise my job performance regardless of these distractions. As I stated to each one of you, I had to make many difficult decisions over the past 4+ years in order to meet the financial challenges and to transform this organization to what it is today, but everything that I have done as the City Manager has not benefited me nor my family or friends but the City as a whole. To that extent, I maintain perfect peace in my heart.

In response to your request, I would like to reiterate that there is a fundamental difference between merit increases and cost-of-living adjustments (COLA). All of our union, appointed and confidential employees as well as directors, assistant directors and Assistant City Manager have been getting 5% or more merit increases for the last two years, but none (except elected officials) has gotten COLAs which is what the unions are pushing for. In addition to the merit increases, we have increased the salary ranges for union employees, including an additional 5% for IAFF effective June 30, 2017, and an additional 3.5% for both Teamsters and POA employees effective July 1, 2017, which was not given to any of our appointed and confidential employees including myself. It's very challenging for us to continue to hold the line due to the fact that COLAs were given by all of our neighboring jurisdictions, which is why we are currently offering 2.5% COLA to IAFF on top of their routine merit increases and higher salary ranges in the form of FLSA to minimize the reoccurring financial impact to the City.

What you are considering tonight is my annual performance review and merit increase per Sections 7 and 8 of my employment contract, which states that I "shall be given a performance evaluation on the anniversary date of the contract, and shall be eligible for a salary and/or bonus increase at that time", and that I " shall be provided the standard compensation and benefit plan available to current appointed employees and Department Directors." Following his conversations with each one of you, Mayor Lee offered me 5% merit increase to ensure that I am being treated the same as all other City employees and \$10,000 bonus pay to award me for the exceptional efforts as well as workload from wearing multiple hats.

With 34 years of post-college professional experience, including 20 years of management experience in state and local governments, my starting salary was even lower than the Assistant City Managers at the neighboring jurisdictions at \$190,000 in 2014 after serving as the Deputy City Manager and Interim City Manager for a whole year without any pay increases. My current compensation is still lower than my counterparts even though my credentials, education, years of

1/23/2018

Cityofnorthlasvegas.com Mail - Re: Merit Increase

experience, and accomplishments as well as seniority in serving as the City Manager surpasses them. Director Palmer is available to share with you the comparison of my compensation as well as the recommendation he has developed following the directions given by Mayor Lee a few weeks ago.

As I shared with you, this has been a frustrating experience and I have never anticipated to spend this much time to fend off the unfounded distractions. But nothing is more important for me to not only safeguard my personal and professional honor and integrity, but more importantly to protect the transparent and cohesive organizational culture that I have worked so hard to promote.

Hope this helps to clarify and document what has transpired over the past few days. Please don't hesitate to ask if additional information is needed. Thanks again for your continued support as well as your desire for me to continue to serve as the City Manager in the coming years!

Qiong

--
Dr. Qiong X. Liu, P.E., P.T.O.E.
City Manager
City of North Las Vegas
2250 Las Vegas Blvd., N., Suite 900
North Las Vegas, NV 89030
Phone: 702-633-1002
Fax: 702-633-1339
TDD: 800-326-6868

Exhibit 17

**MINUTES
CITY OF NORTH LAS VEGAS
CITY COUNCIL REGULAR MEETING**

January 3, 2018

Website - <http://www.cityofnorthlasvegas.com>

CALL TO ORDER

6:10 p.m., Council Chambers, 2250 Las Vegas Boulevard North,
North Las Vegas, Nevada 89030

ROLL CALL

COUNCIL PRESENT

Mayor Lee
Mayor Pro Tempore Cherchio
Councilwoman Goynes-Brown
Councilman Barron
Councilman Black

STAFF PRESENT

City Manager Dr. Liu
Assistant City Manager Juden
City Attorney Moore
City Clerk Raynor
Land Development and Community Services Director Melesio
Economic and Business Development Director Gavan
Finance Director Knauss
Neighborhood and Leisure Services & Human Resources Director Palmer
Police Chief Perez
Public Works Director Doody
Utilities Director DeVaul
Deputy City Clerk Purcell
Deputy City Clerk Tapia-Rojas

WELCOME

Mayor John J. Lee

VERIFICATION

Catherine A. Raynor, MMC
City Clerk

INVOCATION

Pastor Joseph Davis
God Cares Ministries

PLEDGE OF ALLEGIANCE - BY INVITATION

Officer Brian Howe
North Las Vegas Police Department

PRESENTATIONS**CERTIFICATE OF RECOGNITION FOR THE CITY OF NORTH LAS VEGAS BUSINESS OF THE MONTH.**

Councilman Barron presented a Certificate of Recognition to Larry and Christina Hahn recognizing Hahn's World of Surplus as the City's Business of the Month. The store has been located at 2908 E. Lake Mead Boulevard for more than 40 years and provides high quality tactical, camping, and military gear which can also be purchased online at www.hahnsurvival.com.

COUNCIL ITEMS

Councilman Barron thanked the community partners, Montandon Unit, James Clubhouse, Green Cross, Mr. Bobby Ellis and Jeremy Stamis of Jerry's Nugget for joining him in sponsoring a toy drive for the Boys and Girls Club Christmas parties in Ward 1 which provided more than 230 gifts for the children. He also thanked the volunteers who helped purchase and wrap the gifts including Rancho High School Hispanic Student Union and the Student Organization of Latinos from Canyon Springs, Eldorado and Valley High Schools.

Mayor Pro Tempore Richard Cherchio thanked everyone that assisted and participated in the Veterans Association of Real Estate Professionals event on Christmas Eve that provided six veteran families with Christmas trees, gifts, and financial assistance. He also thanked the Police and Fire Departments for their participation.

PUBLIC FORUM

Jeff Alpert, 3828 Fuselier Drive, North Las Vegas, expressed his support of the interlocal contracts funded by the Regional Transportation Commission's fuel revenue indexing funds for the various roadway projects. He also suggested that the City Council restore the ability for the Citizens Advisory Committee to provide recommendations to the City Council regarding disbursement of funds for Capital Improvement Projects. Responding to a question by Mayor Lee, Mr. Alpert noted that the Citizens Advisory Committee Bus Tour will be held on Saturday, January 13, 2018 at 8:00 a.m.

AGENDA

1. **APPROVE CITY COUNCIL REGULAR MEETING AGENDA OF JANUARY 3, 2018. (FOR POSSIBLE ACTION)**

ACTION: APPROVED AS AMENDED; ITEM NOS. 23, 24, AND 29 CONTINUED TO JANUARY 17, 2018; ITEM NOS. 25 AND 26 CONTINUED TO MARCH 21, 2018 FOR INTRODUCTION AND WITH FINAL ACTION SET FOR APRIL 4, 2018

MOTION: Councilman Barron
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

SET FUTURE PUBLIC HEARING DATES

2. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS.

ACTION: VAC-16-17 (NV-1286 APEX GREAT BASIN); PUBLIC HEARING SET FOR FEBRUARY 7, 2018

VAC-17-17 (RIVERSTONE); PUBLIC HEARING SET FOR FEBRUARY 7, 2018

PUBLIC HEARINGS

3. APPROVE VAC-15-17 (CRAIG AND I-15) FOR APPLICANT: BURKE CONSTRUCTION GROUP TO VACATE A ROADWAY EASEMENT LOCATED NORTH OF CORPORATE CENTER DRIVE, APPROXIMATELY 300 FEET WEST OF PECOS ROAD (APN 139-01-711-002).

ACTION: APPROVED

MOTION: Councilman Barron
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

CONSENT AGENDA

4. APPROVE CITY COUNCIL REGULAR MEETING MINUTES OF DECEMBER 20, 2017.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

5. APPROVE BEER-WINE-SPIRIT-BASED PRODUCTS OFF-SALE BUSINESS LICENSE FOR ROAR LLC DBA ZAMAN MINI MART, 2815 WEST LAKE MEAD BOULEVARD, SUITE 106, NORTH LAS VEGAS, NEVADA 89032.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

6. APPROVE FULL LIQUOR OFF-SALE BUSINESS LICENSE FOR NEVADA RESTAURANT SERVICES, INC., DBA BOURBON STREET SPORTS BAR #147, 281 WEST CENTENNIAL PARKWAY, SUITE 103, NORTH LAS VEGAS, NEVADA 89031.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

7. APPROVE AILYN MARRERO MASCARO AS A KEY EMPLOYEE FOR THE RESTRICTED GAMING LIQUOR BUSINESS LICENSE FOR NEVADA RESTAURANT SERVICES, INC. DBA BOURBON STREET SPORTS BAR #137, 2696 WEST ANN ROAD, SUITE 112, NORTH LAS VEGAS, NEVADA 89031.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

8. APPROVE SONIA J. HUITRON AS A KEY EMPLOYEE FOR A FULL LIQUOR ON-SALE BUSINESS LICENSE FOR CULICHITOWN-NORTH LAS VEGAS, INC. DBA CULICHITOWN, 2400 NORTH RANCHO DRIVE, NORTH LAS VEGAS, NEVADA 89130.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

9. APPROVE SONIA J. HUITRON AS A KEY EMPLOYEE FOR A FULL LIQUOR ON-SALE BUSINESS LICENSE FOR EMI NIGHTCLUB, INC. DBA KUWA NIGHTCLUB, 2400 NORTH RANCHO DRIVE, NORTH LAS VEGAS, NEVADA 89130.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

10. APPROVE BOBBY JONES AS A KEY EMPLOYEE FOR THE NON-RESTRICTED GAMING LIQUOR AND FULL LIQUOR OFF-SALE BUSINESS LICENSES FOR NEVADA RESTAURANT SERVICES, INC., DBA DOTTY'S #111, 2428 EAST CHEYENNE AVENUE, NORTH LAS VEGAS, NEVADA 89030.

ACTION: APPROVED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

11. APPROVE ANNA MCKIMSON AS A KEY EMPLOYEE FOR A FULL LIQUOR OFF-SALE BUSINESS LICENSE FOR WARMS SPRINGS ROAD CVS, L.L.C DBA CVS/PHARMACY #4495, 5545 CAMINO AL NORTE, NORTH LAS VEGAS, NEVADA 89031.

ACTION: APPROVED

MOTION: None

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

BUSINESS

12. APPROVE INTERLOCAL AGREEMENT FOR CLARK COUNTY TO GRANT EMERGENCY SOLUTIONS GRANT FUNDS TO THE CITY OF NORTH LAS VEGAS FOR PROGRAM SERVICES FOR FISCAL YEAR 2017-2018 IN THE AMOUNT OF \$168,153. (CNLV CONTRACT NO. 9645)

ACTION: APPROVED

MOTION: Councilman Barron
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

13. APPROVE INTERLOCAL AGREEMENT TO GRANT FISCAL YEAR 2017 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO CITY OF NORTH LAS VEGAS FOR PROGRAMS AND PROJECTS WITH CLARK COUNTY IN THE AMOUNT OF \$1,846,566 FOR PROGRAM SERVICES FOR THE 2017/2018 FISCAL YEAR. (CNLV CONTRACT NO. 9646)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

14. APPROVE INTERLOCAL CONTRACT WITH THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA IN AN AMOUNT NOT TO EXCEED \$10,772,000 FUNDED BY THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA FUEL REVENUE INDEXING FUNDS 2 FOR THE DOWNTOWN COMPLETE STREET AND PEDESTRIAN IMPROVEMENTS PROJECT, CIP PROJECT NO. 10505. (CNLV CONTRACT NO. 9647)

Responding to the Mayor's question regarding a construction starting date, Director Doody stated the project was included in the five-year plan and she estimated construction will begin in 2019.

ACTION: APPROVED

MOTION: Councilman Black
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

15. APPROVE INTERLOCAL CONTRACT WITH THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA IN AN AMOUNT NOT TO EXCEED \$6,000,000 FUNDED BY THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA FUEL REVENUE INDEXING FUNDS 2 FOR THE SCHOOL SAFETY IMPROVEMENTS - CITYWIDE PROJECT, CIP PROJECT NO. 10493. (CNLV CONTRACT NO. 9648)

ACTION: APPROVED

MOTION: Councilman Barron

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

16. APPROVE INTERLOCAL CONTRACT WITH THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA IN AN AMOUNT NOT TO EXCEED \$15,000,000 FUNDED BY THE REGIONAL TRANSPORTATION COMMISSION FUEL REVENUE INDEXING FUNDS 2 FOR THE ALEXANDER ROAD, SIMMONS STREET TO NORTH 5TH STREET PROJECT, CIP PROJECT NO. 10503. (CNLV CONTRACT NO. 9649)

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

17. APPROVE PUBLIC HIGHWAY AGREEMENT WITH LUCKY LUCY D. LLC, IN THE TOTAL AMOUNT OF \$56,942: \$54,094.90 FROM FEDERAL HIGHWAY FUNDS AND \$2,847.10 FROM TAX OVERRIDE FUNDS TO FACILITATE AND CONCLUDE NEGOTIATIONS WITH PROPERTY OWNER FOR THE PARTIAL ACQUISITION OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT LOCATED ON CLARK COUNTY APNS 139-11-815-001, 139-11-815-003, AND 139-11-803-002 IN CONNECTION WITH THE CHEYENNE AVENUE AND CIVIC CENTER DRIVE INTERSECTION IMPROVEMENT PROJECT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE AND DELIVER ANY

DOCUMENTS INCIDENTAL TO FINALIZING THE ACQUISITION. (CNLV CONTRACT NO. 9650)

ACTION: APPROVED

MOTION: Councilman Barron

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

18. **APPROVE INTERLOCAL CONTRACT WITH THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA IN AN AMOUNT NOT TO EXCEED \$403,000 FUNDED BY THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA MOTOR VEHICLE FUEL TAX FUND FOR THE CAMINO AL NORTE. LONE MOUNTAIN ROAD TO ANN ROAD PROJECT, CIP PROJECT NO. 10436. (CNLV CONTRACT NO. 9651)**

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

19. **APPROVE RELEASE OF COVENANTS TO BROOKS-CLAYTON LIMITED LIABILITY COMPANY THAT WAS REQUIRED TO GUARANTEE CONSTRUCTION OF HALF-STREET IMPROVEMENTS ON BROOKS AVENUE, SIMMONS STREET, EVANS AVENUE, AND CLAYTON STREET AND FULL-STREET IMPROVEMENTS ON COLEMAN STREET FOR CLARK COUNTY APN 139-17-611-006.**

ACTION: APPROVED

MOTION: Councilwoman Goynes-Brown

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

20. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH THE LOUIS BERGER GROUP, INC. WHICH INCREASES THE AMOUNT OF THE ORIGINAL AGREEMENT FROM \$612,085 TO \$697,085; \$37,000 OF THE INCREASE FUNDED BY THE UTILITY ENTERPRISE FUND AND \$48,000 FUNDED BY THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA FUEL REVENUE INDEXING FUND FOR ADDITIONAL DESIGN SERVICES FOR THE TROPICAL PARKWAY/HOLLYWOOD BOULEVARD PROJECT, LINN LANE TO I-15, CIP PROJECT NO. 10412. (CNLV CONTRACT NO. 9801)

ACTION: APPROVED

MOTION: Councilman Barron

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

21. PASS AND ADOPT RESOLUTION NO. 2599, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO AN ASSESSMENT LIEN THAT IS DELINQUENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Resolution No. 2599 read into the record by the City Clerk as posted on the agenda.

ACTION: PASSED AND ADOPTED

MOTION: Mayor Pro Tempore Cherchio

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

22. ADOPT PLAN FOR SUBMITTAL TO THE COMMITTEE ON LOCAL GOVERNMENT FINANCE FOR APPROVAL TO TRANSFER FUNDS FROM THE ENTERPRISE FUND TO SUBSIDIZE THE GENERAL FUND.

ACTION: ADOPTED

MOTION: Councilman Black

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None
ABSTAIN: None

23. DISCUSSION AND/OR ACTION REGARDING ANNUAL REVIEW OF CITY MANAGER DR. QIONG X. LIU.

ACTION: CONTINUED TO JANUARY 17, 2018

MOTION: Councilman Barron
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

ORDINANCES - FINAL ACTION

24. PASS AND ADOPT ORDINANCE NO. 2855, AMENDING SECTION 10 OF CHAPTER 4 OF TITLE 2 OF THE MUNICIPAL CODE TO UPDATE THE LOCATION FOR COUNCIL MEETINGS; REPEALING ORDINANCE NO. 1649.

ACTION: CONTINUED TO JANUARY 17, 2018

MOTION: Councilman Barron
AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black
NAYS: None
ABSTAIN: None

ORDINANCES - INTRODUCTION ONLY

25. INTRODUCE ORDINANCE NO. 2857, AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE MUNICIPAL CODE BY RECLASSIFYING APPROXIMATELY 3.50 ACRES THEREIN FROM AN R-E RANCH ESTATES DISTRICT TO A C-1 NEIGHBORHOOD COMMERCIAL DISTRICT (ZN-32-17, REVERE AND COMMERCE, SWC) FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF COMMERCE STREET AND REVERE STREET, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

ACTION: INTRODUCTION CONTINUED TO MARCH 21, 2018 WITH FINAL ACTION SET FOR APRIL 4, 2018

26. INTRODUCE ORDINANCE NO. 2858, AMENDING SECTION 010 OF CHAPTER 16 OF TITLE 17 OF THE MUNICIPAL CODE BY RECLASSIFYING APPROXIMATELY 2.71

ACRES THEREIN FROM AN R-E RANCH ESTATES DISTRICT TO A C-1 NEIGHBORHOOD COMMERCIAL DISTRICT (ZN-33-17, REVERE AND COMMERCE, NWC) FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF COMMERCE STREET AND REVERE STREET, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

ACTION: INTRODUCTION CONTINUED TO MARCH 21, 2018 WITH FINAL ACTION SET FOR APRIL 4, 2018

27. INTRODUCE ORDINANCE NO. 2859, AMENDING TITLE 17 OF THE MUNICIPAL CODE RELATING TO ZONING (ZOA-07-17); BY AMENDING TITLE 17 (ZONING ORDINANCE) TO ALLOW ALTERNATIVE SETBACKS IN THE R-CL SINGLE-FAMILY COMPACT LOT RESIDENTIAL DISTRICT, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

Ordinance No. 2859 introduced by the City Clerk as posted on the agenda.

ACTION: FINAL ACTION SET FOR JANUARY 17, 2018

28. INTRODUCE ORDINANCE NO. 2865, REPEALING ORDINANCE NOS. 2677 AND 2709, BEING ALL OF CHAPTER 8.16 ENTITLED "NORTH LAS VEGAS FIRE CODE" OF TITLE 8 OF THE MUNICIPAL CODE, AND ADOPTING THE INTERNATIONAL FIRE CODE, 2012 EDITION BY REFERENCE WITH APPENDICES, AMENDMENTS, AND SUPPLEMENTS AS A NEW CHAPTER 92 OF TITLE 15, ENTITLED "NORTH LAS VEGAS FIRE CODE," AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

Ordinance No. 2859 introduced by the City Clerk as posted on the agenda.

ACTION: FINAL ACTION SET FOR JANUARY 17, 2018

APPOINTMENTS

29. APPOINT AN AT-LARGE CITIZEN MEMBER TO THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE TO FILL AN UNEXPIRED TERM ENDING JUNE 30, 2018.

ACTION: CONTINUED TO JANUARY 17, 2018

MOTION: Councilman Barron

AYES: Mayor Lee, Mayor Pro Tempore Cherchio, Council Members Goynes-Brown, Barron and Black

NAYS: None

ABSTAIN: None

CITY MANAGER'S REPORT

There was no report

PUBLIC FORUM

Gary Bouchard, 2611 Paradise Isle Avenue, North Las Vegas, expressed his concerns about worldwide famine, nuclear holocaust, and climate change. He was also concerned about the condition of the City and stressed the need for the City Council to make a difference.

Miriam Gibson, 5523 Echo Hawk Street, North Las Vegas, shared her concerns regarding the number of pedestrian fatalities and the need for a traffic light in the area of Ann Road, Coleman Street, Simmons Street and Clayton Street.

Steve Shoaff, 5622 Midnight Breeze Street, North Las Vegas, stated that the State of Louisiana had traffic cameras at intersections with signage stating that traffic was enforced by photo. Mayor Lee explained that the State of Nevada regulated the traffic laws and there were privacy rights to be considered. Mr. Shoaff stated that safety should be the major concern.

ADJOURNMENT

The meeting adjourned at 6:49 p.m.

APPROVED: January 17, 2018

/s/ John J. Lee
Mayor John J. Lee

ATTEST:

/s/ Catherine A. Raynor
Catherine A. Raynor, MMC
City Clerk

Exhibit 18

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com



Date Form Completed: (Required)	1/4/18
Estimated Effective Date: (Required)	11/5/15
HR USE ONLY Effective Date:	
Employee ID#: (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X	Employee ID#: (Required)	6978
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire <input type="checkbox"/> Recall			Employment Status: Choose an item.		

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	Choose an item.

Justification of Action: Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice.

Assignment Information:

HR RECRUITER USE ONLY			
Date Application Accepted:			
Test Score: (Multiple Hires: Same hire date/classification)			
Current Assignment:		New Assignment:	
Department:	CITY MANAGER	Department:	Choose an item.
Full Division Name:	CM -Administration	Full Division Name:	Choose an item.
Supervisor:	Click here to enter text.	Supervisor:	Click here to enter text.
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Choose an item.
Select Total Weekly Hours:	36	Select Total Weekly Hours:	Choose an item.
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Click here to enter text.
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01233-Payroll Mgr.)	Click here to enter text.
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B Choose an item.	Required: Specify Position #: Link: Job Code and Position # Contact HR if position is not on the list	Click here to enter text.
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	Click here to enter text.
Salary:	220,000	Salary:	Click here to enter text.
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	Click here to enter text.

Person Completing Form:

Rebecca Gipson (702) 633-1002
(Print Full Name and Phone Number)

Date: 1/4/18

Department Director:

Date:

Human Resources:

Date:

City Manager:

[Signature]

Date:

1/4/18

Exhibit 19

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qiong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com

*Emailed to
HR 9-12-16*



Date Form Completed: (Required)	09/7/16
Estimated Effective Date: (Required)	09/3/16
HR USE ONLY Revised Effective Date:	
Employee ID# (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire		Employment Status: <u>Full Time Regular Employee</u>	
REMINDER: Please contact IT Service Desk if employee / contractor requires: Computer, Phone, Remote Access, etc.			

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	<u>Merit Increase</u>
REMINDER: Please contact IT Service Desk for system access deletion or to return equipment e.g. Desktop, Laptop, Mobile, etc.			

Justification of Action:	Pay Increase per Council Action on 9/7/16 to \$220,000/annual
--------------------------	---

Assignment Information:

Adjusted Service Date: (Anniversary)	5/9/95	HR RECRUITER USE ONLY Date Application Accepted: Test Score: (Multiple Hires: Same hire date/Classification)
Current Assignment:		New Assignment:
Department:	CITY MANAGER	Department:
Full Division Name:	CM -Administration	Full Division Name:
Supervisor:	Mayor John Lee	Supervisor:
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:
Select Total Weekly Hours:	36	Select Total Weekly Hours:
Specify Shift Schedule: (e.g. M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm	Specify Shift Schedule: (e.g. M-TH 8:00 to 17:00 Day Shift)
Job Code / Job Title: (e.g. 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g. 01234-Payroll Mgr.)
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B	Required: Specify Position #: Link Job Code and Position # Contact HR if position is not on the list
Grade Code / Step: (e.g. ABC-14-1)	DD-61	Grade Code / Step: (e.g. ABC-14-1)
Salary:	\$190,000	Salary:
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:

Manager:	_____	Date:	_____
Department Director:	_____	Date:	_____
Human Resources:	_____	Date:	_____
City Manager:	<i>[Signature]</i>	Date:	<u>9/8/16</u>

Exhibit 20



Micaela Moore <moorem@cityofnorthlasvegas.com>

Memo

4 messages

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: Scott Black <blacks@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:42 PM

Councilman,

On January 24, 2018, you advised me that you had not seen the attached memo before. Can you confirm that you did not receive this memo on January 4, 2018?

Thank you,
Micaela

Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax
MooreM@cityofnorthlasvegas.com

 Council Memo on 2016 Merit Increase (2).doc
32K

Scott Black <blacks@cityofnorthlasvegas.com>
To: Micaela Moore <moorem@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:44 PM

I'm pretty sure I did not. I will double check real quick
[Quoted text hidden]

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: Scott Black <blacks@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:59 PM

Thanks!

Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax
MooreM@cityofnorthlasvegas.com

[Quoted text hidden]

Scott Black <blacks@cityofnorthlasvegas.com>
To: Micaela Moore <moorem@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 1:18 PM

I did not receive that memo
[Quoted text hidden]

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qlong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Exhibit 21



Micaela Moore <moorem@cityofnorthlasvegas.com>

Memo

4 messages

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: Pamela Goynes-Brown <goynesbrownp@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:43 PM

Councilwoman,

On January 24, 2018, you advised me that you had not seen the attached memo before. Can you confirm that you did not receive this memo on January 4, 2018?

Thank you,
Micaela

Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax
MooreM@cityofnorthlasvegas.com



Council Memo on 2016 Merit Increase (2).doc
32K

Pamela Goynes-Brown <goynesbrownp@cityofnorthlasvegas.com>
To: Micaela Moore <moorem@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:53 PM

To the best of my memory, I do not recall getting the memo dated January 4th. Is there anyway to look through deleted emails if that is the case?

[Quoted text hidden]

--

Pamela A. Goynes-Brown
Councilwoman, Ward 2
goynesbrownp@cityofnorthlasvegas.com
City of North Las Vegas
(702) 633-1007

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: Pamela Goynes-Brown <goynesbrownp@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:58 PM

There is. However, I think the fact that you do not recall seeing it is sufficient for purposes of showing you did not know and did not provide consent.

Thank you!

Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax

1/26/2018

Cityofnorthlasvegas.com Mail - Memo

MooreM@cityofnorthlasvegas.com

[Quoted text hidden]

Pamela Goynes-Brown <goynesbrownp@cityofnorthlasvegas.com>
To: Micaela Moore <moorem@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 1:38 PM

Ok, thanks.

[Quoted text hidden]

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qlong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Exhibit 22

**Micaela Moore** <moorem@cityofnorthlasvegas.com>

Memo

3 messages

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: Isaac Barron <barroni@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:44 PM

Councilman,

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Thank you,
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Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax
MooreM@cityofnorthlasvegas.com



Council Memo on 2016 Merit Increase (2).doc
32K

Isaac Barron <barroni@cityofnorthlasvegas.com>
To: Micaela Moore <moorem@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 5:45 PM

Counselor,
I checked, and double checked, and I can't find any record of it in my emails, and I most certainly was not delivered a hard copy either.
Thanks and have a great night!
Isaac
[Quoted text hidden]

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: Isaac Barron <barroni@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 9:58 PM

Thank you! Have a wonderful night as well!

Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax
MooreM@cityofnorthlasvegas.com

[Quoted text hidden]

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qlong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

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Please advise if you have any questions or concerns. Thank you.

Exhibit 23



Micaela Moore <moorem@cityofnorthlasvegas.com>

Memo

3 messages

Micaela Moore <moorem@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:42 PM

To: Richard Cherchio <cherchior@cityofnorthlasvegas.com>

Mayor Pro Tempore,

On January 24, 2018, you advised me that you had not seen the attached memo before. Can you confirm that you did not receive this memo on January 4, 2018?

Thank you,
Micaela

Micaela Rustia Moore

City Attorney

City of North Las Vegas

City Attorney's Office

2250 Las Vegas Blvd., N., Suite 810

North Las Vegas, Nevada 89030

(702) 633-1057 direct

(702) 649-8879 fax

MooreM@cityofnorthlasvegas.com

**Council Memo on 2016 Merit Increase (2).doc**

32K

Richard Cherchio <cherchior@cityofnorthlasvegas.com>

Sat, Jan 27, 2018 at 12:14 AM

To: Micaela Moore <moorem@cityofnorthlasvegas.com>

Hello Micaela:

I read the memo you attached, and once again looked through my e-mails from Dr Liu, from that date and found nothing.

I don't recall getting any memo's from her except what I normally receive in our regular Manager's weekly reports. R.

[Quoted text hidden]

--

Richard J Cherchio***Mayor Pro Tempore******North Las Vegas Councilman******Ward 4***

Micaela Moore <moorem@cityofnorthlasvegas.com>

Sun, Jan 28, 2018 at 9:01 AM

To: Richard Cherchio <cherchior@cityofnorthlasvegas.com>

Thank you!

Micaela Rustia Moore

City Attorney

City of North Las Vegas

City Attorney's Office

2250 Las Vegas Blvd., N., Suite 810

North Las Vegas, Nevada 89030

1/28/2018

Cityofnorthlasvegas.com Mail - Memo

(702) 633-1057 direct

(702) 649-8879 fax

MooreM@cityofnorthlasvegas.com

[Quoted text hidden]

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qiong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Exhibit 24



John Lee <leej@cityofnorthlasvegas.com>

Memo

1 message

Micaela Moore <moorem@cityofnorthlasvegas.com>
To: John Lee <leej@cityofnorthlasvegas.com>

Fri, Jan 26, 2018 at 12:41 PM

Mayor,

On January 24, 2018, you advised me that you had not seen the attached memo before. Can you confirm that you did not receive this memo on January 4, 2018?

Thank you,
Micaela

Micaela Rustia Moore
City Attorney
City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Suite 810
North Las Vegas, Nevada 89030
(702) 633-1057 direct
(702) 649-8879 fax
MooreM@cityofnorthlasvegas.com



Council Memo on 2016 Merit Increase (2).doc
32K

MICAELA,
I am sorry but I can not
Remember seeing this memo sorry

1-29-18

Exhibit 25

1/23/2018

Cityofnorthlasvegas.com Mail - City Manager - Retro Pay Merit Increase



Qiong Liu <liuq@cityofnorthlasvegas.com>

City Manager - Retro Pay Merit Increase

1 message

Rebecca Gipson <gipsonr@cityofnorthlasvegas.com>
To: PAF Control <paf-control@cityofnorthlasvegas.com>
Bcc: liuq@cityofnorthlasvegas.com

Thu, Jan 4, 2018 at 5:23 PM

Please process the attached PAF.

Thank you,

Rebecca Gipson
Executive Assistant to the City Manager
2250 Las Vegas Boulevard North, Suite 900
North Las Vegas, NV 89030
Office: (702) 633-1002



Liu, Qiong.Retro Merit Increase.010418.pdf
134K

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com



Date Form Completed: (Required)	1/4/18
Estimated Effective Date: (Required)	11/5/15
HR USE ONLY Effective Date:	
Employee ID#: (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X
---------------------	-------------	----------------	---------------------

☐ New Hire
 ☐ Rehire
 ☐ Recall
 Employment Status: Choose an item.

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	Choose an item.

Justification of Action: Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice.

Assignment Information:

HR RECRUITER USE ONLY			
Date Application Accepted:			
Test Score: (Multiple Hires: Same hire date/classification)			
Current Assignment:		New Assignment:	
Department:	CITY MANAGER	Department:	Choose an item.
Full Division Name:	CM -Administration	Full Division Name:	Choose an item.
Supervisor:	Click here to enter text.	Supervisor:	Click here to enter text.
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Choose an item.
Select Total Weekly Hours:	36	Select Total Weekly Hours:	Choose an item.
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Click here to enter text.
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01233-Payroll Mgr.)	Click here to enter text.
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B Choose an item.	Required: Specify Position #: Link: Job Code and Position # Contact HR if position is not on the list	Click here to enter text.
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	Click here to enter text.
Salary:	220,000	Salary:	Click here to enter text.
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	Click here to enter text.

Person Completing Form:

Rebecca Gipson (702) 633-1002
(Print Full Name and Phone Number)

Date: 1/4/18

Department Director:

Date:

Human Resources:

Date:

City Manager:

Date: 1/4/18

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qiong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com

*Emailed to
HR 9-12-16*



Date Form Completed: (Required)	09/7/16
Estimated Effective Date: (Required)	09/3/16
HR USE ONLY	
Revised Effective Date:	
Employee ID# (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire Employment Status: <u>Full Time Regular Employee</u>			
REMINDER: Please contact IT Service Desk if employee / contractor requires: Computer, Phone, Remote Access, etc.			

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	<u>Merit Increase</u>
REMINDER: Please contact IT Service Desk for system access deletion or to return equipment e.g. Desktop, Laptop, Mobile, etc.			

Justification of Action:	Pay Increase per Council Action on 9/7/16 to \$220,000/annual
--------------------------	---

Assignment Information:

Adjusted Service Date: (Anniversary) 5/9/05		HR RECRUITER USE ONLY Date Application Accepted: Test Score: (Multiple hires: Same hire date/Classification)	
Current Assignment:		New Assignment:	
Department:	CITY MANAGER	Department:	CITY MANAGER
Full Division Name:	CM -Administration	Full Division Name:	CM -Administration
Supervisor:	Mayor John Lee	Supervisor:	Mayor John Lee
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Department Directors
Select Total Weekly Hours:	36	Select Total Weekly Hours:	36
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01234-Payroll Mgr.)	04611-City Manager
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B	Required: Specify Position #: Link Job Code and Position # Contact HR if position is not on the list	00192-B
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	DD-61
Salary:	\$190,000	Salary:	\$220,000
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110


Manager:	_____	Date:	_____
Department Director:	_____	Date:	_____
Human Resources:	_____	Date:	_____
City Manager:		Date:	9/8/16

Exhibit 26

Fwd: City Manager - Retro Pay Merit Increase

email: "liuq@cityofnorthlasvegas.com Qiong Liu" Thursday, January 4, 2018 at 10:13:51 PM Pacific Standard Time
To: email: "qxliu@cox.net Qiong's home email"

Sent from my iPhone

Begin forwarded message:

From: Rebecca Gipson <gipsonr@cityofnorthlasvegas.com>
Date: January 4, 2018 at 5:23:33 PM PST
To: PAF Control <paf-control@cityofnorthlasvegas.com>
Subject: City Manager - Retro Pay Merit Increase

Please process the attached PAF.

Thank you,

Rebecca Gipson
Executive Assistant to the City
Manager
2250 Las Vegas Boulevard North, Suite
900
North Las Vegas, NV 89030
Office: (702) 633-1002

1/26/2018

Google Apps Vault - Fwd: City Manager - Retro Pay Merit Increase

Attachments:

Liu, Qiong.Retro Merit Increase.010418.pdf 134k

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com



Date Form Completed: (Required)	1/4/18
Estimated Effective Date: (Required)	11/5/15
HR USE ONLY Effective Date:	
Employee ID#: (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X
------------------	-------------	----------------	---------------------

☐ New Hire
 ☐ Rehire
 ☐ Recall

Employment Status: Choose an item.

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	Choose an item.

Justification of Action: Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice.

Assignment Information:

HR RECRUITER USE ONLY

Date Application Accepted:

Test Score: (Multiple Hires: Same hire date/classification)

Current Assignment:

New Assignment:

Department:	CITY MANAGER	Department:	Choose an item.
Full Division Name:	CM -Administration	Full Division Name:	Choose an item.
Supervisor:	Click here to enter text.	Supervisor:	Click here to enter text.
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Choose an item.
Select Total Weekly Hours:	36	Select Total Weekly Hours:	Choose an item.
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Click here to enter text.
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01233-Payroll Mgr.)	Click here to enter text.
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B Choose an item.	Required: Specify Position #: Link: Job Code and Position # Contact HR if position is not on the list	Click here to enter text.
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	Click here to enter text.
Salary:	220,000	Salary:	Click here to enter text.
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	Click here to enter text.

Person Completing

Form:

Rebecca Gipson (702) 633-1002
(Print Full Name and Phone Number)

Date: 1/4/18

Department Director:

Date:

Human Resources:

Date:

City Manager:

[Signature]

Date:

1/4/18

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qiong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

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However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com

*Emailed to
HR 9-12-16*



Date Form Completed: (Required)	09/7/16
Estimated Effective Date: (Required)	09/3/16
HR USE ONLY	
Revised Effective Date:	
Employee ID# (Required)	6978

Name: (Required)	Last	First	Middle Initial
	Liu	Qiong	X

☐ New Hire ☐ Rehire **Employment Status:** Full Time Regular Employee

REMINDER: Please contact IT Service Desk if employee / contractor requires: Computer, Phone, Remote Access, etc.

Status Changes: Choose an item. **Leave of Absence:** Choose an item.
Separation: Choose an item. **Wages:** Merit Increase
REMINDER: Please contact IT Service Desk for system access deletion or to return equipment e.g. Desktop, Laptop, Mobile, etc.

Justification of Action: Pay Increase per Council Action on 9/7/16 to \$220,000/annual

Assignment Information:

Adjusted Service Date: (Anniversary) 5/9/05		HR RECRUITER USE ONLY Date Application Accepted: Test Score: (Multiple Hires: Same hire date/classification)	
Current Assignment:		New Assignment:	
Department:	CITY MANAGER	Department:	CITY MANAGER
Full Division Name:	CM -Administration	Full Division Name:	CM -Administration
Supervisor:	Mayor John Lee	Supervisor:	Mayor John Lee
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Department Directors
Select Total Weekly Hours:	36	Select Total Weekly Hours:	36
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01234-Payroll Mgr.)	04611-City Manager
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B	Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	DD-61
Salary:	\$190,000	Salary:	\$220,000
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110

Manager: _____
 Department Director: _____
 Human Resources: _____
 City Manager: _____

Date: _____
 Date: _____
 Date: _____
 Date: 9/8/16

Exhibit 27



MEMORANDUM

To: Micaela Moore
From: Scott M. Mahoney
Date: January 31, 2018
Subject: RE: Qiong Liu Investigation

CONFIDENTIAL – ATTORNEY-CLIENT PRIVILEGE

At your direction, I have conducted a factual investigation pertaining to certain issues relating to City Manager, Qiong Liu, especially relating to her attempt to process a retroactive pay increase for herself on January 4, 2018. No opinion is expressed herein regarding whether cause for termination exists under her employment agreement. Also, you have asked that this report be provided by January 31, 2018, and it is possible that further relevant information can be developed through future investigation.

TIMELINE

- 2005 Liu becomes employed by the City of North Las Vegas ("City"). She has since served in various capacities in which she has attended City Council meetings and would have learned what employee matters require City Council approval.
- October 2014 Liu becomes Acting City Manager.
- December 3, 2014 On the Consent Agenda, the appointment of Liu as City Manager is approved, along with an Employment Agreement dated December 3, 2014 (the "Agreement"). (See, Exhibit 1). The Agreement has a commencement date of November 5, 2014, with a term running through December 31, 2018, subject to possible earlier termination or extension on the terms set forth therein. The Agreement provides for an annual base salary of \$190,000 and contains a provision whereby "the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that is desirable to do so on the basis of performance of Employee." The Agreement further provides: "Employee shall be given a performance evaluation on the annual anniversary from the date of this

Fisher & Phillips LLP

Atlanta • Baltimore • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

FPDOCS 33711170.1

	contract, and shall be eligible for a salary and/or a bonus increase at that time."
February 3, 2015	Liu issues a memo indicating there will be no COLA or merit increases for non-represented employees for the upcoming fiscal year. (<u>See</u> , Exhibit 2).
September 7, 2016	A motion was made by the Mayor to "renegotiate [Liu's] contract at \$220,000," which motion was approved.
September 8, 2016	Liu signs a Personnel Action Form ("PAF") increasing her salary to \$220,000. (<u>See</u> , Exhibit 3). The "Justification of Action" is given as "Pay Increase per Council Action on 9/7/16 to \$220,000/annual."
September 8, 2016	City Clerk, Catherine Raynor, advises Liu that while the City Council approved a salary increase on September 7, the Mayor's motion did not specifically indicate that an amendment to the Agreement was approved, and stated that further City Council action may be necessary to approve actual amendment of the Agreement. (<u>See</u> , Exhibit 4).
September 21, 2016	The City Council approved amendment of the Agreement to reflect the salary increase to \$220,000, with the effective date of the amendment being September 7, 2016. A First Amendment to Employment Agreement was executed by Liu and the City. (<u>See</u> , Exhibit 5).
December 20, 2017	The City Clerk gave Liu notice that there would be an agenda item at the January 3, 2018 City Council meeting to consider: "Discussion and/or Action Regarding Annual Review of City Manager."
January 3, 2018	At 6:27 a.m., Liu sent an email to the Mayor and Council members, in which she stated that the Mayor had "offered me [a] 5% merit increase ... and \$10,000 bonus pay." While the email expressed Liu's opinion that she was not adequately compensated, she does not propose a specific amount of compensation increase that should be provided to her. There is no reference in the email to any request that her compensation be increased retroactive to any date in the past, and there is no expression of a belief that any retroactive pay had been already promised or agreed to at any point in the past. A similar email with minor modifications is sent three hours later. (<u>See</u> , Exhibit 6).
January 3, 2018	At the Council meeting, the agenda item relating to Liu's review was continued to the January 17 Council meeting.

January 4, 2018 Liu executes a PAF seeking a "Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice." (See, Exhibit 7).

January 4, 2018 An interoffice memo is prepared from Liu to the Mayor and City Council, with a courtesy copy to HR Director, Cass Palmer, regarding "Merit Increase Related Concerns." Rebecca Gipson, Executive Assistant to the City Manager, stated in an interview that this document was typed by Liu, and Liu advised her that it had been distributed. (See, Exhibit 8).

January 4, 2018
(5:23 pm) Gipson emails the January 4 PAF to Human Resources. (See, Exhibit 9). In her interview, she stated that she assumed Liu had the necessary approval to obtain the increase set forth in the PAF, but that Liu did not specifically advise her that she had such approval.

January 9, 2018 Liu directed Adam Cohen to limit access to her emails. (See, Exhibit 10).

CASS PALMER INTERVIEW

I interviewed Palmer on January 29, 2018. He serves a dual role as the Director of Human Resources and the Director of LNS.

Prior to January 2018, Liu expressed the opinion to him that her prior raise to \$220,000 should have been retroactive to an earlier date. Palmer said he researched the situation and that Liu's position was not supported by the language of the contract. Palmer stated that he at some point reviewed Liu's contention with the Mayor, and the Mayor made a statement to the effect "I thought the \$30,000 took care of everything." Liu admitted to Palmer that no one had verbally promised that her September 2016 raise would be retroactive.

On January 4, 2018, before Gipson sent the PAF to HR at 5:23 pm, Palmer had a conversation with Liu regarding the retroactive raise. Palmer characterized the conversation with Liu as initially cordial, but then increasingly unpleasant. When Liu advised Palmer that the PAF was going to be sent to HR, he asked who had authorized the retroactive increase, and Liu stated it was on her authority. When Palmer stated she did not have the authority to do this on her own, it had to come from the City Council, Liu reiterated that she was doing it on her authority and that he would not be responsible for any repercussions. While Liu never specifically stated that she would fire Palmer if he failed to follow her instructions, she was becoming aggressive in tone by this point, and Palmer felt he would be fired if he did not comply. While the PAF was later received by Human Resources, it was never processed.

January 4 was a Thursday. Palmer went to Disneyland for the weekend, and his next workday was Monday, January 8. Palmer stated that from his attendance at Council meetings and pre-meeting briefings (among other things), he was aware that what Liu

was seeking to do required Council approval. Given this, I asked him if he advised anyone on January 8 about Liu's directive, and he stated he did not. He explained that he was hoping to be able to talk Liu out of her proposed course of action, but did not have a chance to discuss it with Liu on January 8. On January 9, Liu pulled Palmer out of Teamster negotiations for the purpose of involving him in the Juden termination, and Liu's overall conduct came to light shortly thereafter.

LIU INTERVIEW

Liu was interviewed on January 30, 2018. At the beginning of the interview, Liu signed a Garrity notice. She indicated that she was surprised that an investigation was being conducted given the prior discussion about a severance package, and had not had time to consult with an attorney. In response to her inquiry, I advised her I was not tape recording the meeting, and asked that she not do the same.

I asked Liu if she had the ability to change her pay without Council approval, and she indicated that she did not beyond the administrative process and past practice, which she described as allowing for retroactivity if there was a delay beyond the employee's anniversary date in having a review done and a raise approved.

Regarding the January 4, 2018 PAF, she indicated that this document was prepared by Gipson with her direction regarding the retroactivity content. I asked her what documentation I should look at to reflect that on September 7, 2016, the City Council agreed that the \$220,000 salary increase would be retroactive to November 5, 2015. She referred me to Section 7 of the Agreement, which states that she was to be given a performance evaluation on her annual anniversary date and would be "eligible for a salary and/or bonus increase at that time." I asked her for her understanding of the meaning of "eligible," and she stated that this meant that she would be "considered" for an increase. Liu did not make any statement during the interview suggesting that she believed that the Agreement guaranteed her any salary increase. She admitted that the City Council was "silent" at the September 16, 2016 meeting on the issue of retroactive pay. She also agreed that the First Amendment to the Agreement was silent on retroactivity.

I asked Liu if she believed that as of September 7, 2016, she had been given a salary increase to \$220,000 retroactive to November 2015. She stated that this was her belief, but then was quick to point out (as she repeated many times during the interview) that she had direct deposit and paid very little attention to the pay that she was receiving, and that she did not discover the failure to grant her the retroactive pay until the Fall of 2017. I asked Liu if someone's review is delayed and they ended up receiving retroactive pay, whether this is paid in a lump sum, and she indicated that would be the case. I then asked if she was to receive approximately 10 months of retroactive pay in a lump sum, whether she would notice the large increase in that particular check, and she indicated that she would have.

I then asked her about the September 8, 2016 PAF that she signed which stated that her pay was being increased to \$220,000 with an "Estimated Effective Date" of September 3, 2016. I asked her why the effective date would not have been designated as November 5, 2015, and she indicated that a secretary prepared the PAF and she just signed it without noticing or paying attention to this detail.

Liu claims that in the Fall of 2017 she discussed the retroactivity issue with Palmer who, according to her, agreed with her position on retroactivity based on his contract review. She claims that after discussing it with the Mayor, Palmer said that the Mayor felt that the \$30,000 raise that had been given in 2016 covered everything. However at a later point in the interview, Liu claimed that Palmer told her that he discussed it with the Mayor, and that the Mayor couldn't remember what he had discussed with Liu in 2016.

Liu was given the two January 3, 2018 emails regarding her "Merit Increase" and asked why there was no mention of the retroactivity issue in these emails. Liu stated she prepared the emails at the request of Councilman Barron, who was confused about the difference between merit increases and COLA. I noted that the first half of the emails did indeed discuss these matters, but that the second half dealt with her personal compensation level, so why no mention of retroactivity? I did not get a satisfactory explanation.

I asked Liu the related questions of why did she decide on January 4 as a particular day to process the PAF and why she did not just wait until January 17, when her review and compensation issues would be coming up on the agenda. She stated that if the Mayor went through his plan to replace her with Juden, she feared it would be too late to get the retroactive payment. At first I thought she was referring to the meeting she had with you and the Mayor early in the evening on January 4, at which time her departure from the City was discussed, and pointed out that she had already taken steps to have the PAF processed before this meeting. However, Liu advised that on December 28, she had a meeting with the Mayor in his office at 4:00 or 5:00 p.m., at which he discussed his plan to have Juden as the City Manager, but did not want her to resign. Liu said no one else was present for this meeting.

Regarding the moving of her review from the January 3 to January 17 agenda, Liu told me that about two hours before the start of the Council meeting, the Mayor suggested that moving the review to January 17 might divert the union's attention from any increase that might be given. She then said something about having a conversation with the Mayor on January 3 during which the Mayor stated he was unhappy with her email to the Council earlier that day, and talked about giving her a buyout. When I said this seemed inconsistent with the Mayor saying he wanted to move the agenda item for tactical reasons, Liu explained that the conversation about the buyout occurred after the conversation about the agenda item.

On January 4, Liu indicates she had a discussion with Palmer about the forthcoming PAF. She stated she did not "order" Palmer to process the PAF, did not

threaten his job and did not do or say anything that would have led him to reasonably believe that his job was being threatened. She said she told Palmer that she was taking responsibility for the matter, and stressed that he already agreed with her on the retroactive pay issue, with his only concern being that the Mayor had a different understanding about retroactive pay being due.

I asked Liu questions relating to the January 4 memo to the Mayor and Council. Liu stated that she prepared this memo and then gave it to Gipson to send to HR with the PAF. It was Liu's intent to send the memo to the Mayor and Council herself (she said she would never ask Gipson to do something like this), but after the January 4 meeting she had with you and the Mayor, she never sent it.

I asked Liu about her January 9 email to Adam Cohen. She stated that this was prompted by you and Juden "poking around" in her emails.¹ I asked her if the direction she gave to Cohen in the email was prompted by her concerns about what might be found in her emails, and she said this was not the case, she simply did not want people to have access and then take things out of the context or tell half-truths about her.

FACTUAL CONCLUSIONS

1. The Agreement provides that it is a matter of discretion on the part of the City whether Liu's salary would be increased beyond the original base salary of \$190,000.

2. Liu does not interpret the Agreement as guaranteeing her annual salary increases.

3. There is no documentation from September 2016 suggesting that when the City approved an increase in Liu's salary from \$190,000 to \$220,000, it intended that this increase be retroactive to November 2015.

4. Liu claims that as of September 2016, she believed she was granted a salary increase retroactive to November 2015. However, her actions at the time are inconsistent with such a belief.

5. For example, Liu signed a PAF on September 8, 2016 indicating that the effective date of the salary increase to \$220,000 was September 3, 2016. She claims this was an erroneous entry made by a secretary that she did not notice, but executive employees would generally be expected to review documents relating to their own compensation with some degree of care, and it would have taken only a quick review to discover this alleged error.

¹ At this point, I parenthetically asked her why she decided to proceed with Juden's termination on January 9 giving her current status with the City at that point. She said that his termination had actually been on the table for several months (with his role with the City having been discussed as early as the 2017 Legislative session), that Juden (along with you and the Mayor) had instigated the campaign against her, and that he was a mistake she should have dealt with long ago and wanted to fix it.

6. Further, if the salary increase of \$30,000 was believed to be retroactive to November 2015 (a period of about 10 months), then the gross amount of about \$25,000 would have been paid to Liu shortly after September 7, 2016. Even if one were to accept Liu's claim that she did not generally pay attention to what was being direct deposited by the City into her account, a normal reasonable person would have taken steps to confirm the receipt of a sum of this amount and/or noticed that the amount in their account was considerably larger than usual. If the money was not received as expected, a normal reasonable person would have also made timely inquiries or complaints about the lack of receipt.

7. Sometime by late 2017, Liu began expressing a belief, at least to Palmer, that she had not been given a retroactive salary increase.

8. No later than the morning of January 4, 2018, Liu believed her future employment with the City to be in jeopardy, and feared her ability to receive the retroactive pay increase she was now expressing entitlement to.

9. Liu has given more than one account of what Palmer told her the Mayor had said to him about Liu's entitlement to retroactive pay. However, Liu admits that Palmer told her on January 4, 2018 that he was concerned that the Mayor did not share a view about entitlement to retroactive pay that was identical to her view.

10. Liu did not send the January 4, 2018 "Merit Increase Related Concerns" memo to the Mayor or Council members. She claims she intended to send it, but did not do so after her meeting that evening with you and the Mayor. It is possible she did intend to send the memo to the Mayor and Council, but then got side-tracked. It is also possible that she never intended to send it to the Mayor and Council, but sent it to HR for the purpose of trying to facilitate the processing of the retroactive pay PAF. Absent a confession by Liu, the latter possibility may never be capable of proof. However, it is noted that after January 4, Liu engaged in various activities, including the attempted termination of Juden, which suggests she had time to send the memo to the Mayor and Council, consistent with her original stated intention, if she wanted to.

SMM/sg

EXHIBIT 1

EMPLOYMENT AGREEMENT

~~THIS AGREEMENT, made and entered into this~~ 3rd ~~day of December, 2014, by and~~
between the CITY OF NORTH LAS VEGAS, State of Nevada, a municipal corporation, (hereinafter
the "City") and QIONG XIANG LIU (hereinafter the "Employee"), both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Manager of the City of
North Las Vegas, Nevada as provided by the City Charter of North Las Vegas; and

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish
certain conditions of employment and to set working conditions of Employee; and

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of
Employee and to provide inducement for her to remain in such employment; (2) to make possible full
work productivity by assuring Employee's peace of mind with respect to future security; and (3) to
provide a just means for terminating Employee's services at such time as she may be fully unable to
discharge her duties due to age or disability, or when the City may otherwise desire to terminate her
employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of North Las
Vegas, Nevada.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties
agree as follows:

SECTION 1: DUTIES

The City hereby agrees to employ Employee as City Manager of the City of North Las Vegas,
Nevada to perform all functions and duties imposed upon her by the North Las Vegas City Charter and
by the North Las Vegas Municipal Code, and to perform other legally permissible and proper duties and
functions as the Mayor and City Council shall from time to time assign.

SECTION 2: TERM

A. ~~Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the~~ Mayor and City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 3 of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City for a term beginning November 1, 2014 and ending December 31, 2018. During this period, Employee agrees neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. However, absent a conflict of interest and upon reasonable written notice to the Mayor and Council, Employee may teach, consult, and accept speaking engagements on a fee basis for her own account.

D. In the event written notice is not given by either party to this Agreement to the other ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of three years. Said Agreement shall continue thereafter for three-year periods unless either party hereto gives ninety (90) days written notice to the other party that the party does not wish to extend this Agreement for an additional three-year term.

SECTION 3: TERMINATION AND SEVERANCE PAY

Termination may occur for cause or without cause.

Termination for cause shall mean termination of employment because of (i) conviction of embezzlement, misappropriation, or theft in the performance of any duties for the City; (b) conviction of any felony or conviction of a misdemeanor crime of moral turpitude or the City Manager entering into a plea agreement for any felony or any misdemeanor crime of moral turpitude; (c) the City Manager

manufacturing, distributing, dispensing, transporting, or possessing illegal drugs; (d) the City Manager, being under the influence of alcohol during working hours or while on City property or in City vehicles; (e) intentional breach of this Agreement.

In the event of termination for cause, Employee shall be entitled to all compensation, including one hundred percent (100%) of her accrued annual, sick and holiday pay, but shall not be entitled to any further compensation or severance pay.

In the event Employee is terminated without cause by the Mayor and City Council during such time that Employee is willing and able to perform her duties under this Agreement, then and in that event, the City agrees to pay Employee a lump sum payment equal to twelve (12) months' aggregate salary and benefits or the Employee may elect to receive at her then current base rate of compensation in addition to one hundred percent (100%) of her accrued annual, sick, holiday pay, and executive benefits in the form of salary continuation payable on the normal payroll schedule followed by City for that severance period. This payment schedule is intended to include a PERS contribution during the 12 month period. Additionally, for a minimum of twelve (12) months, City shall pay the cost of health insurance for the Employee and dependents.

For the purpose of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the twelve (12) months of health insurance coverage shall apply to the eighteen month maximum continuation period.

In the event of the demise of the Employee, City agrees to provide health insurance benefits for Employee's dependents for up to one year; or to the end of the Employee's COBRA continuation period, whichever is less, the amount of which is not to exceed the City's responsibility under stop-loss coverage consistent with the City of North Las Vegas group health insurance and shall not be less than the City's responsibility under stop-loss coverage as of the effective date of this agreement.

Additionally, City agrees to provide life insurance coverage, in an amount equal to the coverage offered to other City Department Directors under City's group policy in effect at the time of separation, for a period of up to one year.

For purposes of this Agreement, termination shall occur when:

A majority of the governing body votes to terminate Employee at a duly authorized public meeting;

If the City of North Las Vegas citizens or legislature amends any provisions of the charter, code or enabling legislation diminishing the role, powers, duties, authority, or responsibilities of the City Manager's position, including governmental consolidation that diminishes the role of the City Manager, Employee shall have the right to declare that such amendments constitute termination;

If the Employee resigns following an offer to accept resignation, whether formal or informal, by the City as a representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

In the event the City at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than is applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice to comply with any other provision benefitting Employee herein, or Employee resigns following a suggestion, whether formal or informal, by the Mayor and City Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and content of the herein severance pay provision.

In the event Employee voluntarily resigns her position with the City before expiration of the aforesaid term of her employment, then Employee shall give the City 60 days advance written notice, unless the parties otherwise agree.

...

...

SECTION 4: DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of sixty (60) working days beyond any accrued sick leave, the City shall have the option of terminating this Agreement, subject to the severance pay requirements of Section 3. However, Employee shall be compensated for one hundred percent (100%) of her accrued annual, sick leave, holiday pay and other accrued benefits.

SECTION 5: SALARY

The City agrees to pay Employee for her services rendered pursuant thereto an annual base salary of One Hundred Ninety Thousand and No/100ths Dollars (\$190,000.00), payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that it is desirable to do so on the basis of performance of Employee.

SECTION 6: HOURS OF WORK

The Employee's work week shall be the same as other administrative employees of the City. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City and to that end, Employee shall be allowed to establish an appropriate work schedule.

SECTION 7: ANNUAL PERFORMANCE

Employee shall be given a performance evaluation on the annual anniversary from the date of this contract, and shall be eligible for a salary and/or bonus increase at that time. Such evaluation shall be based on written performance standards to be jointly developed by the City and Employee. Employee shall be eligible for merit and bonus adjustments resulting from the review.

...

...

SECTION 8: BENEFIT PLAN

In addition to the salary set forth in Section 5, Employee shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City. Employee will receive a car allowance in the amount of Five Hundred Dollars (\$500.00) per month. In addition, Employee shall be allowed five (5) paid administrative days annually.

SECTION 9: RETIREMENT

Employee will be eligible for participation in the Nevada Public Employees Retirement System (PERS) as other employees and City Department Directors. In addition to those benefits, Employee shall receive one and a half times of regular PERS credit purchased by City for each year of service up to the maximum amount allowed under PERS laws.

SECTION 10: DISABILITY, HEALTH AND LIFE INSURANCE

The City agrees to provide and maintain uninterrupted disability, health and life insurance as afforded to other executive and administrative employees of the City.

SECTION 11: DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her participation in national, regional, state and local associations and organizations necessary and desirable for her professional participation, growth and advancement, and for the good of the City.

SECTION 12: PROFESSIONAL DEVELOPMENT AND OTHER RELATED EXPENSES

A. The City hereby agrees to budget and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions necessary for professional development of Employee, but not limited to the Annual Conference of the International City Management Association, the State League of Municipalities, the State Municipal Manager's Association and such other national, regional state, and local governmental groups and committees thereof which Employee serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the City.

C. Employer recognizes that certain expenses of a non-personal nature but job related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 13: CIVIC CLUB MEMBERSHIP

The City recognizes the desirability of representation in and before local, civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which the City shall pay all expenses. Employee shall report to the City on each membership that she has taken out at the City's expense.

SECTION 14: INDEMNIFICATION

The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties as the City Manager, or resulting from the judgment or discretion in connection with the performance of program duties or responsibilities unless the act or omission involved willful or wanton conduct. The Employee may request and the City may not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor. Such expense payments shall continue beyond the Employee's service to the City as long as litigation is pending. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon as limited in this section. The City shall not so defend, save harmless or indemnify Employee for any act arising outside the scope of her duties. The

City will also provide for legal representation of Employee for any complaint filed before the Nevada State Ethics Commission for allegations related to conduct within the scope of Employee's employment.

SECTION 15: BONDING

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 16: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City charter or any other law.

B. All provisions of the City Charter and North Las Vegas Municipal Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits including the executive compensation plan enumerated specifically for the benefit of Employee except as herein provided.

C. Employee will be entitled to carry over all benefits accrued as Deputy City Manager and as Public Works Director/City Engineer.

SECTION 17: NO REDUCTION OF BENEFITS

The City shall not, at any time during the term of this Agreement, reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the City.

...

...

SECTION 18: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States

Postal Service, postage prepaid, addressed as follows:

The CITY:

The Mayor and Council of the City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 910
North Las Vegas, NV 89030

With a copy to:

City Attorney of City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 810
North Las Vegas, NV 89030

The EMPLOYEE:

Qiong Xiang Liu
2108 Snowbird Ct.
Las Vegas, NV 89128

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19: GENERAL PROVISIONS

A. **Governing Law/Jurisdiction:** The laws of the State of Nevada shall govern this Agreement and the jurisdiction for any and all litigation relevant to this Agreement shall be the County of Clark, State of Nevada.

B. **Attorney's Fees and Costs:** The prevailing party to any action in litigation relevant to the enforcement of the terms and conditions of this Agreement shall be entitled to its reasonable attorney's fees and costs associated with the same.

C. The text herein shall constitute the entire Agreement between the parties.

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

E. This Agreement shall become effective commencing November 5, 2014.

F. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF NORTH LAS VEGAS:

By:

JOHN J. LEE, Mayor

EMPLOYEE:

By:

QIONG X. LIU

ATTEST:

BARBARA ANDOLINA, City Clerk

APPROVED AS TO FORM:

SANDRA DOUGLASS MORGAN, City Attorney

EXHIBIT 2



CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM

To: Non-Represented Employees
From: Qiong X. Liu, City Manager
Subject: FY 2015/16 Compensation for Non-Represented Employees
Date: February 3, 2015


In order to address continuing budget deficits and economic conditions of the City, non-represented employees will receive the following changes to their compensation package for Fiscal Year 2015/16, which begins July 1, 2015:

1. No furloughs
2. Eliminate Cost of Living Allowance (COLA) and Merit Increases
3. Freeze Holiday Payout
4. Freeze Sick Leave Sell Back
Should a non-represented (appointed/confidential) employee with 10+ years of service separate from the City during FY 2015/16, employee will receive sick leave payout at 50%.
5. Healthcare Insurance: Employees will continue to contribute to health insurance premium based on their choice of healthcare options. Employees will have the option to opt out of the healthcare plan if they are covered through a spouse or domestic partner, and in compliance with the Affordable Care Act. These employees who choose to opt out must show proof of other insurance coverage, and will receive a monthly stipend of \$450.00 per month.
7. Annual Leave Maximum Cap will remain as follows:

<u>Length of Service</u>	<u>Maximum Leave Hours</u>
▪ 10 or less years (0-120 months)	460
▪ 10 or more years (121+ months)	532

<u>Length of Service (Directors only)</u>	<u>Maximum Leave Hours</u>
▪ 10 or less years (0-120 months)	500
▪ 10 or more years (121+ months)	572

Thank you for your continued support which will enable the City to weather our current financial challenges and maintain services to our community.


Qiong X. Liu, P.E., PTOE
City Manager

QXL/jaw

EXHIBIT 3

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com

*Emailed to
HR 9-12-16*



Date Form Completed (Required)	09/7/16
Estimated Effective Date (Required)	09/3/16
HR USE ONLY Revised Effective Date:	
Employee ID# (Required)	6978

Name: (Required)	Last Liu	First Qiong	Middle Initial X
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire Employment Status: Full Time Regular Employee			
REMINDER: Please contact IT Service Desk if employee / contractor requires: Computer, Phone, Remote Access, etc.			

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	Merit Increase
REMINDER: Please contact IT Service Desk for system access deletion or to return equipment e.g. Desktop, Laptop, Mobile, etc.			

Justification of Action:	Pay Increase per Council Action on 9/7/16 to \$220,000/annual
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Assignment Information:

Adjusted Service Date: (Anniversary) 5/9/05		HR RECRUITER USE ONLY Date Application Accepted: Test Score: Multiple Hires: Same hire date classification:	
Current Assignment:		New Assignment:	
Department:	CITY MANAGER	Department:	CITY MANAGER
Full Division Name:	CM -Administration	Full Division Name:	CM -Administration
Supervisor:	Mayor John Lee	Supervisor:	Mayor John Lee
Bargaining Unit/ People Group:	Department Directors	Bargaining Unit/ People Group:	Department Directors
Select Total Weekly Hours:	36	Select Total Weekly Hours:	36
Specify Shift Schedule: (e.g.: M-Th 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm	Specify Shift Schedule: (e.g.: M-Th 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6 pm
Job Code/ Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code/ Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B	Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B
Grade Code/ Step: (e.g.: ABC-14-1)	DD-61	Grade Code/ Step: (e.g.: ABC-14-1)	DD-61
Salary:	\$190,000	Salary:	\$220,000
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110

Manager: _____
 Department Director: _____
 Human Resources: _____
 City Manager: _____

Date: _____
 Date: _____
 Date: _____
 Date: 9/8/16

EXHIBIT 4



Qlong Liu <lluuq@cityofnorthlasvegas.com>

Fwd: Verbatim of Mayor Lee's motion

Catherine Raynor <raynorc@cityofnorthlasvegas.com>
To: Qlong Liu <lluuq@cityofnorthlasvegas.com>

Thu, Sep 8, 2016 at 3:36 PM

Dear Qlong:

I realize that the intent of last night's item may have been to execute an amendment to your current contract, but that is not what the Mayor said in his motion. The motion words are below.

"I would make a motion, and then I'll give you a chance to speak in just a second, that we, maybe, renegotiate your contract at \$220,000, express our love and concern for you, ask you that you continue to work as hard as you did, and let us hit the goals that the City needs to be successful. So, Council, that will be my motion and please cast your vote." And then they voted.

To my mind this does mean we have the authority to draft an amendment to the contract changing the salary from \$190,000 to \$220,000, presumably with the effective date of September 7th. You'd have to talk to Bethany to see if it their action is strong enough to just sign the amendment or the amendment must go back to Council to approve it. There was also discussion of 2 to 3 more years working at the City, but that was not in the motion and Dr. Lui stated she committed to 2 more years. The existing contract goes til December 31, 2018. So, it appears the only change would be salary and its effective date.

This is the disadvantage of not including the full intent in the agenda item. The title as published was to **discuss** and act regarding an annual review. The title did not say discuss and approve a contract amendment. Yes, an evaluation can result in a contract amendment. Finally, as published online the agenda item only stated that Council could take whatever administrative action is warranted. ***Have Bethany opine on whether this can be done without public noticing, but my gut says the contract would need to come back to Council just to be ratified based on their action of September 7th.***

We'll gladly put that item on the September 21st agenda. Let me know.

Catherine

Catherine A. Raynor, MMC | City Clerk | City of North Las Vegas
2250 Las Vegas Blvd., N, Ste 800
North Las Vegas, NV 89030
(702) 633-1031
Fax: (702) 649-3846
TDD: (800) 326-6868

EXHIBIT 5

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "First Amendment") is made on this 21st day of September, 2016 by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Qiong X. Liu, an individual (the "City Manager") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain City Manager Employment Agreement on or about December 3, 2014 (the "Original Agreement"). Capitalized terms used in this First Amendment and not defined have the meaning ascribed to them in the Original Agreement;

WHEREAS, during the City Council meeting on September 7, 2016, City Council authorized an increase in salary for the City Manager;

WHEREAS, Section 5 of Original Agreement provides that the City Council may amend the Original Agreement to increase the City Manager's salary; and

WHEREAS, the Parties desire to amend the Original Agreement pursuant to the terms of this First Amendment.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. SALARY INCREASE

The first paragraph of Section 5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"The City agrees to pay Employee for her services rendered pursuant thereto an annual base salary of Two Hundred and Twenty Thousand and no/100 Dollars (\$220,000), payable in installments at the same time as other employees of the City are paid."

2. RE-AFFIRMATION OF TERMS OF ORIGINAL AGREEMENT

In all other respects, the Parties affirm the terms and conditions of the Original Agreement.

3. GENERAL PROVISIONS

3.1 Entire Agreement. This First Amendment represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of the City Manager by the City and contains all of the covenants and agreements between the parties with respect to that employment. Each

party to this First Amendment acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein and that no other agreement, statement, or promises not contained in this First Amendment shall be valid or binding upon either party.

3.2 Governing Law and Venue. The laws of the State of Nevada govern the construction and interpretation of this First Amendment. Venue lies with any court of competent jurisdiction in Clark County.

IN WITNESS WHEREOF, the Parties have set their hands and official seals to be effective the date first above-written.

CITY OF NORTH LAS VEGAS


JOHN J. LEE, Mayor

CITY MANAGER


QIONG X. LIU

ATTEST:


CATHERINE A. RAYNOR, MMC, City Clerk

APPROVED AS TO FORM:


BETHANY RUDD SANCINEZ, Acting City Attorney

EXHIBIT 6



Qlong Liu <liuq@cityofnorthlasvegas.com>

Merit Increase

1 message

Qlong Liu <liuq@cityofnorthlasvegas.com>

Wed, Jan 3, 2018 at 6:27 AM

To: John Lee <leej@cityofnorthlasvegas.com>, Richard Cherchio <cherchior@cityofnorthlasvegas.com>, Pamela Goynes-Brown <GoynesBrownP@cityofnorthlasvegas.com>, Isaac Barron <barroni@cityofnorthlasvegas.com>, Scott Black <blacks@cityofnorthlasvegas.com>

Cc: Cass Palmer <palmerc@cityofnorthlasvegas.com>

Bcc: Unnamed <qxliu@cox.net>

Mayor and Council members,

While I greatly appreciate the positive feedback that you have provided to Mayor Lee and myself on my job performance, it has been extremely stressful and disheartening a few days for me to learn the false or misleading information (even hatred in Larry Griffin's case) that were expressed to you, even though you continued to praise my job performance regardless these distractions. As I stated to each one of you, I had to make many difficult decisions over the past 4+ years in order to meet the financial challenges and to transform this organization to what it is today, but everything that I have done as the City Manager has not benefited me nor my family or friends but the City as a whole. To that extend, I have a perfect peace in my heart.

In response to your request, I would like to reiterate there is fundamental difference between merit increases and cost-of-living adjustments (COLA). All of our union, appointive and confidential employees as well as directors, assistant directors and Assistant City Manager have been getting 5% or more merit increases for the last two years, but none (except elected officials) has gotten COLAs which is what the unions are pushing for. In addition, we have increased the salary range for union employees, including additional 5% for IAFF effective June 30, 2017, and additional 3.5% for both Teamsters and POA employees effective July 1, 2017, which was not given to any of our appointive and confidential employees. It's very challenging for us to continue to hold the line due to the fact that COLAs were given by all of our neighboring jurisdictions, which is why we are currently offering 2.5% COLA to IAFF in the form of FLSA to minimize the reoccurring financial impact to the City.

What you are considering tonight is my annual performance review and merit increase per Sections 7 and 8 of my employment contract, which states that I "shall be given a performance evaluation on the anniversary date, and shall be eligible for a salary and/or bonus increase at that time", and that I " shall be provided the standard compensation and benefit plan available to current appointive and Department Directors". Following the conversations with each one of you, Mayor Lee offered me 5% merit increase to ensure that I am being treated as all other City employees and \$10,000 bonus pay to award me for the exceptional efforts as well as workload from wearing multiple hats.

With 34 years of post-collapse professional experience, including 20 years of management experience in state and local governments, my starting salary was even lower than the Assistant City Managers at the neighboring jurisdictions at \$190,000 in 2014 after serving as the Deputy City Manager and Interim City Manager for a whole year without any pay increases. My current compensation is still lower than my counterparts even though my credential, education, years of experience, and accomplishments as well as seniority in serving as the City Manager surpass theirs. Director Palmer is available to share with you the comparison of my current compensation as well as the recommendation he has developed following the directions given by Mayor Lee a few weeks ago.

https://mail.google.com/mail/b/AB-RiwnOBE3ryqCHmFqbNEHbJZjXfHya-ZxnQX_0Kx0j4GInCUE/u/0?ui=2&ik=20af1f28ed&jsver=T6mGjIKZKo0.en.&... 1/2

1/26/2018

Cityofnorthlasvegas.com Mail - Merit Increase

As I shared with you, this has been a frustrating experience and I have never anticipated to spent this much time to fend off the unfounded distractions. But nothing is more important for me to not only safeguard my personal and professional honor and integrity, but more importantly the transparent and cohesive organizational culture that I have worked so hard to promote.

Hope this helps to clarify and document what has transpired over the last a few days. Please don't hesitate to ask if additional info. is needed. Thanks again for your continued support as well as your desire for me to continue to serve as the City Manager!

Qlong



Qiong Liu <liuq@cityofnorthlasvegas.com>

Re: Merit Increase

1 message

Qiong Liu <liuq@cityofnorthlasvegas.com>

Wed, Jan 3, 2018 at 9:33 AM

To: John Lee <leej@cityofnorthlasvegas.com>, Richard Cherchio <cherchior@cityofnorthlasvegas.com>, Pamela Goynes-Brown <GoynesBrownP@cityofnorthlasvegas.com>, Isaac Barron <barroni@cityofnorthlasvegas.com>, Scott Black <blacks@cityofnorthlasvegas.com>

Cc: Cass Palmer <palmerc@cityofnorthlasvegas.com>

Bcc: Unnamed <qxliu@cox.net>

Resent with some minor editorial corrections.

On Wed, Jan 3, 2018 at 6:27 AM, Qiong Liu <liuq@cityofnorthlasvegas.com> wrote:

Mayor and Council members,

While I greatly appreciate the positive feedback that you have provided to Mayor Lee and myself on my job performance, it has been an extremely stressful and disheartening few days for me to learn the false or misleading information (even hatred in Larry Griffin's case) that was expressed to you, even though you have continued to praise my job performance regardless of these distractions. As I stated to each one of you, I had to make many difficult decisions over the past 4+ years in order to meet the financial challenges and to transform this organization to what it is today, but everything that I have done as the City Manager has not benefited me nor my family or friends but the City as a whole. To that extent, I maintain perfect peace in my heart.

In response to your request, I would like to reiterate that there is a fundamental difference between merit increases and cost-of-living adjustments (COLA). All of our union, appointed and confidential employees as well as directors, assistant directors and Assistant City Manager have been getting 5% or more merit increases for the last two years, but none (except elected officials) has gotten COLAs which is what the unions are pushing for. In addition to the merit increases, we have increased the salary ranges for union employees, including an additional 5% for IAFF effective June 30, 2017, and an additional 3.5% for both Teamsters and POA employees effective July 1, 2017, which was not given to any of our appointed and confidential employees including myself. It's very challenging for us to continue to hold the line due to the fact that COLAs were given by all of our neighboring jurisdictions, which is why we are currently offering 2.5% COLA to IAFF on top of their routine merit increases and higher salary ranges in the form of FLSA to minimize the reoccurring financial impact to the City.

What you are considering tonight is my annual performance review and merit increase per Sections 7 and 8 of my employment contract, which states that I "shall be given a performance evaluation on the anniversary date of the contract, and shall be eligible for a salary and/or bonus increase at that time", and that I "shall be provided the standard compensation and benefit plan available to current appointed employees and Department Directors." Following his conversations with each one of you, Mayor Lee offered me 5% merit increase to ensure that I am being treated the same as all other City employees and \$10,000 bonus pay to award me for the exceptional efforts as well as workload from wearing multiple hats.

With 34 years of post-college professional experience, including 20 years of management experience in state and local governments, my starting salary was even lower than the Assistant City Managers at the neighboring jurisdictions at \$190,000 in 2014 after serving as the Deputy City Manager and Interim City Manager for a whole year without any pay increases. My current compensation is still lower than my counterparts even though my credentials, education, years of

1/23/2018

Cityofnorthlasvegas.com Mail - Re: Merit Increase

experience, and accomplishments as well as seniority in serving as the City Manager surpasses them. Director Palmer is available to share with you the comparison of my compensation as well as the recommendation he has developed following the directions given by Mayor Lee a few weeks ago.

As I shared with you, this has been a frustrating experience and I have never anticipated to spend this much time to fend off the unfounded distractions. But nothing is more important for me to not only safeguard my personal and professional honor and integrity, but more importantly to protect the transparent and cohesive organizational culture that I have worked so hard to promote.

Hope this helps to clarify and document what has transpired over the past few days. Please don't hesitate to ask if additional information is needed. Thanks again for your continued support as well as your desire for me to continue to serve as the City Manager in the coming years!

Qiong

--
Dr. Qiong X. Liu, P.E., P.T.O.E.
City Manager
City of North Las Vegas
2250 Las Vegas Blvd., N., Suite 900
North Las Vegas, NV 89030
Phone: 702-633-1002
Fax: 702-633-1339
TDD: 800-326-6868

EXHIBIT 7

Personnel Action Form

Submit the completed PAF Form to paf-control@cityofnorthlasvegas.com



Date Form Completed: (Required)	1/4/18
Estimated Effective Date: (Required)	11/5/15
HR USE ONLY Effective Date:	

Name: (Required)	Last Liu	First Qiong	Middle Initial X	Employee ID#: (Required)	6978
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire <input type="checkbox"/> Recall Employment Status: Choose an item.					

Status Changes:	Choose an item.	Leave of Absence:	Choose an item.
Separation:	Choose an item.	Wages:	Choose an item.

Justification of Action: Retro Pay Increase per Council Action on 9/7/16 to \$220,000 to November 5, 2015 per contract and standard practice.

Assignment Information:

HR RECRUITER USE ONLY			
Date Application Accepted:			
Test Score: (Multiple Hires: Same hire date/classification)			
Current Assignment:		New Assignment:	
Department:	CITY MANAGER	Department:	Choose an item.
Full Division Name:	CM -Administration	Full Division Name:	Choose an item.
Supervisor:	Click here to enter text.	Supervisor:	Click here to enter text.
Bargaining Unit / People Group:	Department Directors	Bargaining Unit / People Group:	Choose an item.
Select Total Weekly Hours:	36	Select Total Weekly Hours:	Choose an item.
Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Mon-Thurs., 8-6pm	Specify Shift Schedule: (e.g.: M-TH 8:00 to 17:00 Day Shift)	Click here to enter text.
Job Code / Job Title: (e.g.: 01234-Finance Mgr.)	04611-City Manager	Job Code / Job Title: (e.g.: 01233-Payroll Mgr.)	Click here to enter text.
Required: Specify Position #: (Choose an item for Transfer, Promotion, Reclassification)	00192-B Choose an item.	Required: Specify Position #: Link: Job Code and Position # Contact HR if position is not on the list	Click here to enter text.
Grade Code / Step: (e.g.: ABC-14-1)	DD-61	Grade Code / Step: (e.g.: ABC-14-1)	Click here to enter text.
Salary:	220,000	Salary:	Click here to enter text.
Account Code:	90% - 100-100131-400110; 10% - 00221-140610-400110	Account Code:	Click here to enter text.

Person Completing Form:

Rebecca Gipson (702) 633-1002
(Print Full Name and Phone Number)

Date: 1/4/18

Department Director:

Date:

Human Resources:

Date:

City Manager:

Qiong Liu

Date: 1/4/18

EXHIBIT 8

**CITY OF NORTH LAS VEGAS
INTEROFFICE MEMORANDUM**

To: Mayor and City Council
CC: Cass Palmer, HR Director
From: Qiong Liu, City Manager
Re: Merit Increase Related Concerns
Date: January 4, 2018

As most of you know, I deferred my 2015 annual evaluation for almost a year to avoid any distractions that could potentially jeopardize the outcome of the labor contract negotiations with the Teamsters, POA and PAS unions while I was serving as the chief negotiator for the City. As a result, City Council conducted the deferred annual performance review in September 2016 and awarded me a \$30,000 increase based on my accomplishments over three years as well as the salary comparison with the City Managers at our neighboring municipalities.

It has been a standard practice and common knowledge for City employees to receive retroactive pay based on their anniversary or promotional date regardless the actual date of the performance evaluation given it is typically done after their anniversary date has already long passed. Such practice has applied to numerous employees from union and appointed/confidential employees to directors, attorneys and Assistant City Manager.

However, due to lack of oversight by our HR consultant and myself, an administrative error was made to start my merit increase on September 1, 2016 instead of my anniversary date on November 5, 2015 as stated in my employment contract. Specifically, Sections 7 and 8 of the contract states that I "shall be given a performance evaluation on the annual anniversary from the date of this contract (i.e., November 5, 2014), and shall be eligible for a salary and/or bonus increase at that time", and "shall be provided the standard compensation and benefit plan available to current appointive and Department Directors of the City."

This discrepancy was brought to my attention in October 2017 and later to HR's attention as we were starting this year's performance review. After reviewing the pertinent facts, HR is in the process of correcting the administrative error based on the contract language as well as the standard practice that has been in place for as long as I have been with the City Since 2005. Given what has transpired recently, I just want to keep you in the loop just in case you hear about it from someone who may not see the whole picture.

Please advise if you have any questions or concerns. Thank you.

EXHIBIT 9

1/23/2018

Cityofnorthlasvegas.com Mail - City Manager - Retro Pay Merit Increase



Qlong Liu <liuq@cityofnorthlasvegas.com>

City Manager - Retro Pay Merit Increase

1 message

Rebecca Gipson <gipsonr@cityofnorthlasvegas.com>
To: PAF Control <paf-control@cityofnorthlasvegas.com>
Bcc: liuq@cityofnorthlasvegas.com

Thu, Jan 4, 2018 at 5:23 PM

Please process the attached PAF.

Thank you,

Rebecca Gipson
Executive Assistant to the City Manager
2250 Las Vegas Boulevard North, Suite 900
North Las Vegas, NV 89030
Office: (702) 633-1002

Liu, Qlong.Retro Merit Increase.010418.pdf
134K

EXHIBIT 10

1/25/2018

Cityofnorthlasvegas.com Mail - Re: Termination of System and City Hall Access



Qiong Liu <liuq@cityofnorthlasvegas.com>

Re: Termination of System and City Hall Access

1 message

Tue, Jan 9, 2018 at 1:25 PM

Qiong Liu <liuq@cityofnorthlasvegas.com>

To: Adam Cohen <cohen@cityofnorthlasvegas.com>

Cc: Conrad Larkin <LarkinC@cityofnorthlasvegas.com>, Cori Knauss <knaussc@cityofnorthlasvegas.com>, Rebecca Gipson <gipsonr@cityofnorthlasvegas.com>, "Fletcher, Terry" <FletcherT@cityofnorthlasvegas.com>

Adam,

Thank you for following up on this. I made aware of such efforts are on-going without my knowledge and not related to public information requests. Yes, please inform am any such requests prior to proceeding unless there is a formal investigation publicly approved by City Council concerning my role as the City Manager.

Hope this help to clarify. Thanks again!

Qiong

On Tue, Jan 9, 2018 at 1:00 PM, Adam Cohen <cohen@cityofnorthlasvegas.com> wrote:

We have removed Ryann Juden's access to Gmail, VPN, and the Millenium door access control system which are the core IT systems to access the City. We will follow our standard IT processes to disable his remaining accounts on the rest of the systems.

Per your direction, we will require City Council public approval for inquiries into your email / electronic files.

However, we regularly receive information requests through the City Attorney or City Clerk's Office whose results may include an email to or from you. Presently I'm working on a request from the City Attorney's Office regarding "Aliante Master Notice of Violation" and provided them some emails yesterday. How should we handle these types of requests? Should I pass the requests by you before I process them?

Adam R. Cohen
Information Technology Manager
Infrastructure, Data & Security
City of North Las Vegas
(702) 633-1854
<http://www.cityofnorthlasvegas.com>

On Tue, Jan 9, 2018 at 11:57 AM, Qiong Liu <liuq@cityofnorthlasvegas.com> wrote:

I would like to inform you that ACM Ryann Juden is no longer with the City effective immediately. Please follow the established procedure to terminate his access to the system as well as City facilities. Please DO NOT provide access to my emails and/or electronic files at a request of any staff members including City Attorney's Office unless the City Council has publicly approved it.

Please contact me if you have any questions. Thank you.

--

Dr. Qiong X. Liu, P.E., P.T.O.E.

<https://mail.google.com/mail/b/AB-RiwlQksuoel1yCDrXM8ozQOVRMQ1hr8ufgEintImpEENITtVr/u/0/?ui=2&ik=20af1f28ed&jsver=2WGmGQ4tSfE.en.&...> 1/2

PB 0235

Exhibit 28



Qiong Liu <liuq@cityofnorthlasvegas.com>

Re: Termination of System and City Hall Access

1 message

Qiong Liu <liuq@cityofnorthlasvegas.com>

Tue, Jan 9, 2018 at 1:25 PM

To: Adam Cohen <cohen@cityofnorthlasvegas.com>

Cc: Conrad Larkin <LarkinC@cityofnorthlasvegas.com>, Cori Knauss <knaussc@cityofnorthlasvegas.com>, Rebecca Gipson <gipsonr@cityofnorthlasvegas.com>, "Fletcher, Terry" <FletcherT@cityofnorthlasvegas.com>

Adam,

Thank you for following up on this. I made aware of such efforts are on-going without my knowledge and not related to public information requests. Yes, please inform am any such requests prior to proceeding unless there is a formal investigation publicly approved by City Council concerning my role as the City Manager.

Hope this help to clarify. Thanks again!**Qiong**

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Per your direction, we will require City Council public approval for inquiries into your email / electronic files.

However, we regularly receive information requests through the City Attorney or City Clerk's Office whose results may include an email to or from you. Presently I'm working on a request from the City Attorney's Office regarding "Aliante Master Notice of Violation" and provided them some emails yesterday. How should we handle these types of requests? Should I pass the requests by you before I process them?

Adam R. Cohen
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Please contact me if you have any questions. Thank you.

--

Dr. Qiong X. Liu, P.E., P.T.O.E.

1/25/2018

Cityofnorthlasvegas.com Mail - Re: Termination of System and City Hall Access

City Manager

City of North Las Vegas

2250 Las Vegas Blvd., N., Suite 900

North Las Vegas, NV 89030

Phone: 702-633-1002

Fax: 702-633-1339

TDD: 800-326-6868

Exhibit 29



Administrative Policy

6.02 Electronic Investigation Request

Created: February 27, 2014

1. PURPOSE

The purpose of this policy is to implement guidelines for requesting information on employees through an investigation, regarding their email and internet usage.

2. SCOPE

This policy covers all employees of the City of North Las Vegas. City employees in collective bargaining units are also governed by the terms and conditions of their respective collective bargaining agreements.

3. POLICY

The City's Information Technology Division (IT) of the Administrative Services Department from time to time receives requests for the purpose of conducting investigations into an employee's email and internet use on City-owned computers. The purpose of this policy is to clarify IT's duties with respect to such requests, and to clarify the procedures for making such requests.

4. DEFINITIONS:

5. PROCEDURES AND GUIDELINES

The IT Division shall only conduct investigations into email and internet use by City employees pursuant to written requests from the Human Resources Department, the City Manager, or the City Attorney as set forth below. IT will not conduct such investigations pursuant to requests from any other source.

Human Resources Director, or designee, has the authority to request, in writing, that IT conduct an investigation into the email and internet usage of any City employee. Upon receipt of the results of the investigation, Human Resources will make the determination if further investigation or action is warranted.

Department Directors may request to Human Resources, that an investigation into email and internet usage be undertaken with respect to any employee within their respective departments. Upon receipt of such request, Human Resources shall, upon determination that the investigation is warranted, make written request to IT that the investigation go forward. Upon completion of IT's investigation, IT shall forward the results of the investigation to Human Resources. Human Resources shall then review the information to determine if further investigation or action is needed and report back to the respective Department Director.

Approved:

By: Jeffrey Buchanan, Interim City Manager

1

6.02 Electronic Investigation Request Policy



Administrative Policy

6.02 Electronic Investigation Request

Created: February 27, 2014

The City Manager has the authority to request, in writing to IT, that IT conduct an investigation into the email and internet usage of any City employee. Upon completion of IT's investigation, IT shall forward the results of the investigation to the City Manager. The City Manager shall work with Human Resources and/or City Attorney's office to determine if further investigation or action is needed.

The City Attorney's office has the authority to request, in writing, that IT conduct an investigation into the email and internet usage of any City employee in the event that the employee is engaged in legal proceedings adverse to the City, or in anticipation of such legal proceedings. Information provided to the City Attorney by way of such investigation shall only be used for purposes of the legal proceedings which necessitated the request for investigation.

When the City Attorney submits a litigation hold (also referred to as a "No Destruction of Documents Due to Pending Dispute" notice), IT will create a copy of the most recent available image of the main subject's U:\ drive and provide it to the City Attorney. Upon request, and if still available, IT can create a copy of the main subject's C:\ drive. The City Attorney will specify whether the C:\ drive should be a forensic backup or just a copy.

Violations

Any employee who violates this policy will be subject to disciplinary action, up to and including termination, depending on the seriousness of the violation, the employee's disciplinary history and any other relevant factors.

6. RESPONSIBILITIES:

Department Directors are expected to follow the guidelines of this policy.

It is the IT Division and Human Resources Department responsibility to monitor and enforce this policy based on the guidelines of the policy

7. SUPPORTING/RELATED MATERIALS

Resource Name	Reference Number / Name	Location

Approved:
By: Jeffrey Buchanan, Interim City Manager

2

6.02 Electronic Investigation Request Policy



Administrative Policy

6.02 Electronic Investigation Request

Created: February 27, 2014

Prepared By:

Christopher Craft
Deputy City Attorney

Submitted By:

Austin Scaccia
Human Resources Director

Approved By:

Jeffrey Buchanan
Interim City Manager

Date Approved 3/12/14

Approved:
By: Jeffrey Buchanan, Interim City Manager

Exhibit 30



Claudia Aguayo <aguayoc@cityofnorthlasvegas.com>

Qiong Liu phone

Charlene Falkner <falknerc@cityofnorthlasvegas.com> Wed, Feb 28, 2018 at 7:14 AM
To: Claudia Aguayo <aguayoc@cityofnorthlasvegas.com>
Cc: Adam Cohen <CohenA@cityofnorthlasvegas.com>, Terry Fletcher
<FletcherT@cityofnorthlasvegas.com>

Good Morning Claudia,

On Thursday January, 11th, my supervisor Terry Fletcher requested that I return to work to send a request to Verizon to deactivate Dr. Liu's work phone (702-274-7611). Please see the attached automated emails from Verizon regarding the request.) The deactivation was effective Friday, January 12th at 8:20am. This was a holiday weekend. On Tuesday January 16th at approximately 8:30am, Rebecca Gipson brought the cell phone to my desk. A factory reset had been done on the phone. Adam Cohen asked for the device later that week and has been in his possession since that time.

Wireless Number: 702-274-7611
User Name: QIONG LIU
Device ID: 352021071678240
IMEI: 352021071678247
SIM: 89148-00000-22099-13554

Charlene Falkner
Systems Technician II
(702) 633-2131
[Quoted text hidden]

2 attachments



136785VerDEAC.pdf
140K



136785VerDEACTIVATE.pdf
176K

Exhibit 31

Don't miss PERS subplot in firing of NLV city manager Qiong Liu

Courtesy: City of NLV



The Right Take: NLV city manager tried to boost her pay by \$30K

By Victor Joecks Las Vegas Review-Journal

February 8, 2018 - 9:00 pm



Don't miss the big stories. Like us on Facebook.

The Right

Updated February 9, 2018 - 3:51 pm

The firing of North Las Vegas City Manager Qiong Liu highlights a very expensive problem with public employee compensation — pension spiking.

On Wednesday, the NLV City Council found that Liu had improperly attempted to give herself a \$30,000 raise retroactive to November 2015. In 2015, Liu made \$190,000 a year. The council gave her a raise in 2016, but she says she thought that would also include a \$30,000 lump-sum payment for having forgone a pay increase the previous year. She says it took her a year

to notice the money was missing, because she gets her pay through direct deposit.

Once you stop laughing, realize a \$30,000 pay bump could have been worth hundreds of thousands of dollars to Liu via increased pension payouts. Those are benefits taxpayers would have been on the hook for because Nevada's Public Employee Retirement System has a significant unfunded liability.

Liu started working for the City of Las Vegas around 2000 before going to NLV in 2005. That puts her at right around 18 years of service. But NLV had been purchasing six months of PERS credit, called "air time," for every year she worked. That pushed her up to around 20 years of service credit.

PERS calculates retirement payouts based on the average of an employee's three highest years of salary. A pay increase of \$30,000 would have hiked her pension by an additional \$5,300 a year. That amount would increase, too. Starting in year four, PERS gives retirees annual increases of 2 percent, and that eventually grows to 5 percent.

The law does limit those increases if they outpace inflation.

Liu turns 55 this month, which means she'll be eligible to draw pension benefits in five years. Based on her salary records from [TransparentNevada.com](https://www.transparentnevada.com), Liu's first-year pension will be around \$106,100 a year. That also assumes she doesn't reduce her retirement benefits to cover a spouse or take another government job. If she had earned \$30,000 more in 2015, that would have boosted her pension to around \$111,500.

Assuming she lives until 95 and receives maximum post-retirement increases, she will collect \$7.23 million. Had she received that one-year pay boost, she would have collected \$7.59 million. That \$30,000 raise could have cost taxpayers \$363,000 over the long run.

As you can tell from those numbers, pension spiking isn't the only reason PERS is going bankrupt. Anyone else retiring with a guaranteed income stream topping \$7 million? But spiking does exacerbate the problem.

This strongly incentivizes public employees to boost their pay right before they retire. Most don't use illegal means to do so, but the long-term effects are no less dramatic.

Pension spiking is unfair to those who have to make up the difference — taxpayers.

It isn't possible to spike your pension using a 401(k). A retirement contribution made by a worker in his 20s is more valuable because of compound interest, but most people earn less in their 20s than in their 50s. When you make larger contributions later in life, you don't get retroactive compound interest. That's what happens in PERS, however.

Social Security has figured out a fair way to calculate benefits. It bases payouts on someone's highest 35 years — yes, 35 years — of earnings. You also can't collect Social Security benefits until you're 62. If you want to collect full benefits, you currently have to wait until 66. Start young enough in Nevada, and PERS employees can collect six-figure "retirement" checks in their early 40s.

Along with being extremely expensive for taxpayers, this system hurts most employees. If you work for fewer than five years, you get nothing. You actually get less than nothing, because PERS won't let you transfer out the money your employer contributed to PERS on your behalf.

Nevada needs a pension system that benefits all employees, not just those at the top who figure out how to spike their pensions.

Victor Joecks' column appears in the Opinion section each Sunday, Wednesday and Friday. Listen to him discuss his columns each Monday at 9

a.m. with Kevin Wall on 790 Talk Now. Contact him at vjoecks@reviewjournal.com or 702-383-4698. Follow @victorjoecks on Twitter.

Exhibit 32



Micaela R. Moore
City Attorney

[E-mail Form Link](#)

Micaela Rustia Moore was appointed to serve as City Attorney in January 2017. Micaela is the Chief Legal Officer of the City, managing all civil and criminal legal matters for the City. She and her staff provide legal, business, and strategic advice to the Mayor, City Council, Redevelopment Agency, North Las Vegas Library District, all official boards and commissions, all City officers and employees, and all departments. She also oversees prosecution of misdemeanor and infraction violations, including, but not limited to, domestic violence, battery, petty theft, driving under the influence, code violations, and traffic offenses that occur within city limits. She supervises and manages all litigation and transactional matters handled in-house and by outside counsel, in all aspects of municipal law, such as land use, development, public finance, procurement, labor law, employment law, constitutional law, torts, transportation, public utilities, construction, compliance, risk management, ethics, open meeting law, and public records.

Prior to becoming City Attorney, Micaela was a partner at national law firm Fox Rothschild LLP, where she specialized in financial restructuring and bankruptcy, real estate law, business law, and litigation. She represented a diverse clientele of land developers, financial institutions, commercial businesses, business owners, and officers, in varied industries, including real estate, lending, retail, gaming, hospitality, entertainment, manufacturing, solar, and mining. Having worked on some of the largest and highly contested restructuring matters in the state and represented clients in different roles, Micaela has a unique ability to understand and tackle each party's competing goals to negotiate and implement solutions to get the best outcome for clients as quickly and efficiently as possible.

With the City recovering from an unprecedented period of financial and political crisis, joining the City of North Las Vegas presented Micaela with a once-in-a-lifetime opportunity to merge her passion for business transformation with her desire to serve the public good. She is a key member of the executive management team, driving the vision and strategic course of the City.

Micaela has played a lead role in bringing a number of significant projects to fruition, including solving a decades-old problem to bring water to the Apex Industrial Park, as well as forming and bonding a special improvement district to add sewer and road infrastructure to previously undeveloped land, all of which has already attracted new industrial businesses with many jobs. Micaela works to keep North Las Vegas in the strongest possible legal standing, thereby saving millions of dollars for essential services. She has been active in identifying risk-generating activities and finding solutions to reduce liability.

Micaela earned Bachelor of Arts degrees in Political Science and Broadcast Journalism from the University of Southern California. She earned her Juris Doctor degree from Southwestern Law School. Admitted to the Nevada and California bars, Micaela has practiced law for more than 13 years.

Micaela has received numerous awards. She has been named a top attorney several times in the Legal Elite edition of Nevada Business Magazine, Super Lawyers Mountain States Magazine, and ALM's "Women Leaders in the Law". She has also been named a 2015 Rising Star by Las Vegas Business Press. Micaela is also rated AV® Preeminent™ by Martindale-Hubbell, which is testament that a lawyer's peers rank him or her at the highest level of professional excellence.

Micaela serves the community through volunteering with the Junior League of Las Vegas and the Children's Attorney Project through the Pro Bono Project of Legal Aid Center of Southern Nevada. She is also an Executive Council At-Large Member of the State Bar of Nevada Public Lawyers Section and on the advisory board for the Leadership and Law Preparatory Academy at Canyon Springs High School. Micaela is a graduate of Leadership Las Vegas, Class of 2018.

Born in the Philippines, Micaela is pleased to be the first Filipina-American to serve North Las Vegas as City Attorney. Her husband is a lifelong Las Vegan and they have three kids.

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City of North Las Vegas City Hall, 2250 Las Vegas Boulevard North, North Las Vegas, NV 89030

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The City's draft Internet accessibility policy may be viewed at [this link](#).

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STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Qiong Liu**, former City Manager,
City of North Las Vegas,
State of Nevada,

Ethics Complaint
Case No. 19-126C

Subject. /

REVIEW PANEL DETERMINATION
NRS 281A.730; NAC 281A.440

The Nevada Commission on Ethics ("Commission") received this Ethics Complaint ("Complaint") on December 31, 2019, regarding the alleged conduct of Subject Qiong Liu ("Liu"). On February 13, 2020, the Commission instructed the Executive Director to investigate alleged violations of NRS 281A.400(1), (2), (6), (7) and (9), and 281A.420(1) and (3).

Liu is a public officer as defined in NRS 281A.160 and NRS 281A.182, and the Commission has jurisdiction over this matter pursuant to NRS 281A.280 because the allegations contained in the Complaint relate to Liu's conduct as a public officer and have associated implications under the Ethics Law.

On March 16, 2022, a Review Panel ("Panel") consisting of Vice-Chair Brian Duffrin (Presiding Officer) and Commissioner Barbara Gruenewald, Esq.¹ reviewed the following: (1) Ethics Complaint (2) Order on Jurisdiction and Investigation; (3) Liu's Response to the Complaint; and (4) Executive Director's Recommendation to the Review Panel with a Summary of Investigatory Findings.²

The Panel unanimously finds and concludes that the facts establish credible evidence to support a determination that just and sufficient cause exists for the Commission to render an opinion in the matter regarding the alleged violations of NRS 281A.400(1), (2), (6), (7) and (9), and 281A.420(1) and (3).

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¹ A vacancy occurred in the Review Panel given the absence of Commissioner Sheets. Pursuant to NAC 281A.177(2), the remaining members of the Review Panel shall continue to serve and act upon matters.

² All materials provided to the Panel, except the Ethics Complaint and the Order on Jurisdiction and Investigation, represent portions of the investigatory file and remain confidential pursuant to NRS 281A.750.

IT IS HEREBY ORDERED:

Based upon the just and sufficient cause determination, the Review Panel refers Ethics Complaint No. 19-126C to the Commission for further proceedings, which may include rendering an opinion on whether Liu violated NRS 281A.400(1), (2), (6), (7) and (9), and 281A.420(1) and (3).

Dated this 21st day of March, 2022.

REVIEW PANEL OF THE NEVADA COMMISSION ON ETHICS

By: /s/ Brian Duffrin
Brian Duffrin
Vice-Chair/Presiding Officer

By: Absent
Damian R. Sheets, Esq.
Commissioner

By: /s/ Barbara Gruenewald
Barbara Gruenewald, Esq.
Commissioner

CERTIFICATE OF MAILING

I certify that I am an employee of the Nevada Commission on Ethics and that on this day in Carson City, Nevada, I transmitted a true and correct copy of the foregoing **REVIEW PANEL DETERMINATION** via electronic mail addressed as follows:

Ross E. Armstrong, Esq.
Executive Director
Elizabeth J. Bassett, Esq.
Nevada Commission on Ethics
704 W. Nye Lane, Suite 204
Carson City, NV 89703

Email: ramstrong@ethics.nv.gov

Email: ebassett@ethics.nv.gov

Qiong Liu
c/o Andrea M. Champion, Esq.
Nicole Lovelock, Esq.
Marta Kurshumova, Esq.
Jones Lovelock
6600 Amelia Earhart Ct. Ste. C
Las Vegas, NV 89119

Email: achampion@joneslovelock.com

Email: nlovelock@joneslovelock.com

Email: mkurshumova@joneslovelock.com

Email: jinton@joneslovelock.com

Dated: 3/21/22



Employee, Nevada Commission on Ethics



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Qiong Liu**, former City Manager,
City of North Las Vegas,
State of Nevada,

Ethics Complaint
Case No. 19-126C

Subject. /

ORDER DENYING SUBJECT'S MOTION TO DISMISS
NAC 281A.265

On February 22, 2022, Subject Liu ("Liu") filed a *Motion to Dismiss* ("*Motion*"). The Executive Director opposed the request and filed an *Opposition to Motion to Dismiss* ("*Opposition*") on April 21, 2022. On April 27, 2022, Liu filed her Reply in Support of the Motion to Dismiss ("*Reply*").

On May 18, 2022, the Commission held a public hearing to consider oral arguments on the *Motion*. Appearing on Liu's behalf was Andrea M. Champion, Esq. Associate Counsel Elizabeth J. Bassett, Esq. appeared on behalf of Executive Director, Ross Armstrong, who was present at the hearing.

A. RELEVANT PROCEDURAL BACKGROUND

1. On December 29, 2019, the Commission received an *Ethics Complaint* ("*Complaint*") from a member of the public ("Requester") alleging the following violations of the Ethics Law by Liu: NRS 281A.400(1), (2), (6), (7) and (9) and NRS 281A.420(1) and (3).

2. On February 13, 2020, the Commission issued a *Notice of Complaint and Investigation* pursuant to NRS 281A.715 directing the Executive Director to investigate the allegations.

3. On March 21, 2022, a Review Panel issued a *Review Panel Determination* ("*Panel Determination*") determining there is just and sufficient cause for the Commission to render an opinion in this matter with respect to certain alleged violations as stated therein and referring the allegations to the Commission for further proceedings. Pursuant to NRS 281A.220, the members of an investigatory panel are precluded from participating in any proceedings of the Commission related to a matter which are under review by the Commission.

4. On March 24, 2022, the Commission, through its Commission Counsel, issued a *Notice of Hearing and Scheduling Order and Notice of Hearing and Meeting to Consider your Character, Alleged Misconduct, Professional Competence or Health* (NRS 241.033, which provided proper notice for the hearing on the *Motion* scheduled for May 18, 2022.

B. DISCUSSION

Once a complaint is referred to the Commission for proceedings, the Commission may rule on a motion, including a motion for disposition of the matter. See NAC 281A.442. Accordingly, the Commission has authority to consider the *Motion* and issue this order.

In synopsis, the *Motion* contends dismissal is appropriate because the Requester or her employer, the City of North Las Vegas,¹ knowingly violated NRS 281A.685 and NRS 281A.750 by publicly revealing matter relating to the *Complaint* prior to the issuance of the *Panel Determination* on March 21, 2022, and that the *Complaint* was filed in bad faith to assist the City of North Las Vegas in ancillary litigation with Liu. The *Opposition* contends Requester, and the City of North Las Vegas are not parties in the case pursuant to NAC 281A.060, and the Executive Director, who is a defined party, should not be penalized for conduct of a third person and the Ethics Law and related regulations do not provide for the requested dismissal.

In application of the provisions of the Ethics Law to the *Motion*, the Commission determines that NRS 281A.685 applies to advisory opinion requests and does not apply nor does it provide authority to dismiss an ethics complaint. It is recognized that NRS 281A.750 provides confidentiality protections over records and ethics complaint proceedings. This statute confirms that all information, communications, records, documents, or other materials in the possession of Commission, the review panel, or their staff, are confidential and not public records, except as provided otherwise by NRS 281A.750. In addition, NRS 281A.755 provides confidentiality protections over the records of the investigative file, as defined therein, which would include the *Complaint*.

The plain language of NRS 281A.750 confirms it applies to information in the possession of the Commission, the review panel or their staff, and there are no specific restriction or remedy to prevent dissemination of records in the possession of a requester. Here, the complaint when filed is a record of the Commission contained a statement by which the Requester acknowledged the complaint, the materials in support of the allegations, and the Commission's investigation are confidential unless and until the Commission's Review Panel renders a determination. Based upon this acknowledgement, the Commission requests that every requester filing a complaint respect the confidentiality protections that govern the Commission and its staff. Nevertheless, the Ethics Law does not provide for a dismissal if the information is released by a requester. In confirmation, the Notice of Complaint issued by the Executive Director on February 13, 2020 to Liu, states, in relevant part:

Except as otherwise provided in NRS Chapter 281A, the Commission and its staff will hold its activities in response to this Ethics Complaint (including the fact that it received the Ethics Complaint) confidential until a review panel determines whether just and sufficient cause exists for the Commission to hold a hearing and render an opinion. However, the Commission has no authority to require the Requester to maintain the confidentiality of this matter.

Further, in this case, although the *Motion* indicates there was a release of information about the case in 2022 by certain staff of the City of North Las Vegas before the issuance of the *Panel Determination*, there was no contention Commission staff

¹ The Commission recognizes that Micaela Moore was the Requester and the City of North Las Vegas, as a governmental entity, is not a "person" which is permitted to file or acknowledge the ethics complaint under NRS 281A.710.

released this information. Moreover, information about the *Complaint* had been previously released by Liu herself in 2020, when she filed a litigation against the City of North Las Vegas in the Eighth Judicial District Court, located in Clark County, Nevada.²

Based upon the review of the record, filed pleadings, and in consideration of the presentments of the parties, the Commission finds good cause to enter the following order:

IT IS HEREBY ORDERED:

Subject Liu's *Motion to Dismiss* is DENIED.

DATED this 19th day of May 2022.

NEVADA COMMISSION ON ETHICS

/s/ Kim Wallin

Kim Wallin, CPA, CMA, CFM
Commission Chair

² Judicial notice was taken to consider the complaint filed in Case No. A-20-813940-C, District Court, Clark County, by Ms. Champion, Esq. on behalf of Liu, including without limitation, the provisions of the complaint that describing the pending ethics complaint, some of which were read into the record at the hearing.

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada Commission on Ethics and that on this day in Carson City, Nevada, I transmitted a true and correct copy of the foregoing **Order Denying Subject's Motion to Dismiss** via electronic mail to the Parties as follows:

Executive Director:

Ross E. Armstrong, Esq.
Executive Director
Elizabeth J. Bassett, Esq.
Associate Counsel
704 W. Nye Lane, Suite 204
Carson City, NV 89703

Email: rmstrong@ethics.nv.gov

Email: ebassett@ethics.nv.gov

cc: k.pedroza@ethics.nv.gov

Subject:

Qiong Liu
c/o Andrea M. Champion, Esq.
Nicole Lovelock, Esq.
Marta Kurshumova, Esq.
Jones Lovelock
6600 Amelia Earhart Ct. Ste. C
Las Vegas, NV 89119

Email: achampion@joneslovelock.com

Email: nlovelock@joneslovelock.com

Email: mkurshumova@joneslovelock.com

Email: jinton@joneslovelock.com

DATED: May 19, 2022



Employee of the Nevada Commission on Ethics



STATE OF NEVADA
COMMISSION ON ETHICS
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In re Qiong Liu, former City Manager, City
of North Las Vegas, State of Nevada,

Ethics Complaint
Case No. 19-126C

Subject. /

WAIVER OF STATUTORY TIME REQUIREMENTS: ADJUDICATORY HEARING



I, Qiong Liu, the above Subject, affirm that I am represented by counsel and have read the provisions of NRS 281A.745 and hereby freely and voluntarily waive the sixty (60) day statutory time limit for the Commission to hold the adjudicatory hearing and render an opinion in this matter on any date which is hereafter agreed to by my counsel of record or set forth in a Notice of Hearing and Scheduling Order issued in these proceedings.

Dated: 3/22/2022

Andrea Y. Champion
on behalf of Qiong Liu

Date received: 3/22/22

Carri Hays
Employee of the Commission



STATE OF NEVADA
BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Qiong Liu**, former City Manager, City
of North Las Vegas, State of Nevada,

Ethics Complaint

Case No. 19-126C

Subject. /

**WAIVER OF NOTICE REQUIRED UNDER NRS 241.033(1) TO
CONSIDER CHARACTER, MISCONDUCT, OR COMPETENCE
OF SUBJECT IN ETHICS COMPLAINT PROCEEDINGS**

The Nevada Commission on Ethics ("Commission") may be holding various hearings, meetings, judicial review or appellate proceedings and other proceedings to consider the Subject's character, misconduct or competence as related to the above referenced Consolidated Ethics Complaints (collectively "Proceedings"). If the Proceedings are not exempt from Nevada's Open Meeting Law pursuant to NRS Chapters 241 or 281A, NRS 241.033(1) requires notice be personally served on Subject of the time and place of the meeting at least 5 working days before the meeting or sent by certified mail to the last known address at least 21 working days before the meeting. Subject agrees to comply with all noticed deadlines and scheduled dates for the Proceedings, including those noticed by a posted public agenda, scheduled with the parties, or set forth in a Notice of Hearing and Scheduling Order and other issued Orders, including any amendments thereto.

I, Qiong Liu, understand the statutory notice requirements of NRS 241.033 and hereby knowingly and voluntarily waive my rights thereto associated with any Proceedings. In doing so, I expressly consent to any discussion of my qualifications, competence, and character in the Proceedings. Prior to signing this waiver, I either had the opportunity to discuss this matter with my attorney or have voluntarily determined to proceed on my own accord, thereby waiving the right to consult with an attorney.

Dated this 22nd day of March, 2022.

on behalf of By: Andrea Y. Champion
Qiong Liu



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Qiong Liu**, former City Manager,
City of North Las Vegas,
State of Nevada,

Ethics Complaint
Case No. 19-126C

Subject. /

NOTICE OF HEARING TO CONSIDER STIPULATED AGREEMENT
NRS 281A.745

PLEASE TAKE NOTICE, the Nevada Commission on Ethics ("Commission") will hold a public meeting to consider a **Proposed Stipulated Agreement** regarding the allegations submitted in Ethics Complaint No 19-126C at the following time and location:

When: Wednesday, **October 19, 2022** at **9:30 a.m.**

Where: Grant Sawyer State Building
Governor's Conference Room Suite 5100
555 E. Washington Avenue
Las Vegas, NV 89101

And via Zoom at:

<https://us06web.zoom.us/j/86314108167?pwd=ZDIhTHpRNWFrNHk0bHk1ZStJZ0lFZz09>

Zoom Meeting Telephone Number: 720-707-2699

Meeting ID: 863 1410 8167

Passcode: 244661

Subject has waived the personal notice requirements of NRS 241.033 (Nevada's Open Meeting Law). If the Proposed Stipulated Agreement is approved, it will serve as the final written opinion in this matter pursuant to NRS 281A.135.

DATED: October 5, 2022

/s/ Tracy L. Chase

Tracy L. Chase, Esq.
Commission Counsel

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada Commission on Ethics and that on this day in Carson City, Nevada, I transmitted a true and correct copy of the foregoing **Notice of Hearing** via electronic mail to the Parties, as follows:

Executive Director:

Ross Armstrong, Esq.
Executive Director
Elizabeth J. Bassett, Esq.
Associate Counsel
Kari Pedroza, Executive Assistant
704 W. Nye Lane, Suite 204
Carson City, NV 89703

Email: ramstrong@ethics.nv.gov

Email: ebassett@ethics.nv.gov

cc: k.pedroza@ethics.nv.gov

Subject:

Qiong Liu
c/o Andrea M. Champion, Esq.
Nicole Lovelock, Esq.
Marta Kurshumova, Esq.
Jones Lovelock
6600 Amelia Earhart Ct. Ste. C
Las Vegas, NV 89119

Email: achampion@joneslovelock.com

Email: nlovelock@joneslovelock.com

Email: mkurshumova@joneslovelock.com

Email: jlinton@joneslovelock.com

DATED: October 5, 2022



Employee of the Nevada Commission on Ethics

Agenda Item 5



STATE OF NEVADA COMMISSION ON ETHICS

Executive Director Report – October 2022

Education and Outreach

Upcoming social media focus

- October: Data from our Annual Report
- November: Newly Elected Official Education

Training and Technical Assistance

- Gaming Control Board – September 26, 28 and October 3-4
- Canyon General Improvement District – October 11
- POOL/PACT - October 21
- Southern Nevada Chapter PR Professionals Group – October 25
- Association of School Boards – November 11
- Post-election Requests
 - Washoe County
 - City of Las Vegas

Online Learning System

An initial contract request has been submitted to the Administrative Services Division. They are reviewing the documentation to determine if we are eligible to complete a soul source contract. If not, the training system will be set out to bid. The funding approved at the last Interim Finance Committee now appears in our budget as Category 16.

Budget Update

- For Fiscal Year 2023
 - Almost all of the first invoices for the fiscal year have been paid by cities and counties who pay an assessment.
 - Expenses for Commission Counsel leave payout will be reconciled toward the end of the fiscal year.
 - The Information Services Budget Category will need a work program to ensure we have sufficient IS resources.
- For SFY 2024/2025
 - No budget questions yet.
 - We are maintaining contact with our Governor's Finance Office liaison and our team at the Administrative Services Division.

Legislative Update

- Some general questions from the LCB attorney drafting the legislation about standard Commission operations.
- Checking the Bill Draft Requests weekly to identify legislation to watch in the 2023 Session
 - Currently 19 bills to watch including our Ethics Commission BDR
- We should know the results of the election at the next Commission Meeting which will inform our approach to the Legislative Session

Agenda Item 6

NEVADA COMMISSION ON ETHICS
BRANDING PROJECT
LOGO SAMPLES

OCTOBER 19 2022 COMMISSION MEETING



NEVADA COMMISSION
— ON ETHICS —







Kim Wallin, CPA, CMA, CFM
Chair

Brian Duffrin
Vice-Chair

Ross E. Armstrong, Esq.
Executive Director



NEVADA COMMISSION
— ON ETHICS —

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<http://ethics.nv.gov>

PRESS RELEASE

**Ethics Commission Releases Annual Report:
Cases Rebound to Pre-Pandemic Levels**

CARSON CITY, NEVADA (10/6/22) The Nevada Commission on Ethics has released its annual report for the fiscal year 2022. The annual review of Ethics Commission activity and future goals reveals that Ethics case activity has rebounded to pre-pandemic levels.

Commission Chair Kim Wallin emphasized: “As we continue into the fiscal year 2023, the Commission is focused on enhancing the public's faith and confidence in government through expanded education and outreach, helpful advisory opinions, and robust enforcement of Nevada's Ethics Law.”

Some highlights from the report:

- 53 Advisory Opinions were requested by public officers and employees
- 96 Complaint Cases filed
- Over \$8,000 in penalties collected

Strategic Accomplishments from FY2022 include:

- Cleared the backlog of cases pending before the Commission
- Enhanced utilization of social media accounts to increase ethics awareness and education
- Diligent use of the Commission's complaint by motion process to initiate ethics cases when ethics violations are discovered or reported outside the complaint process

“As COVID restrictions have lifted we have been able to increase our training and outreach. Expanding our training options for public agencies at all levels of a government will remain a major priority for the year to come.” said Executive Director Ross Armstrong.

The annual report is available for review here: [NCOE Fiscal Year 2022 Annual Report](#)

CONTACT

Ross E. Armstrong
Executive Director

Contact: rarmstrong@ethics.nv.gov

Kim Wallin, CPA, CMA, CFM
Chair

Brian Duffrin
Vice-Chair



Ross E. Armstrong, Esq.
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CONTACT

Ross E. Armstrong
Executive Director

Contact: raarmstrong@ethics.nv.gov

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Contact: rarmstrong@ethics.nv.gov

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CONTACT

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Executive Director

Contact: rarmstrong@ethics.nv.gov

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CONTACT

Ross E. Armstrong
Executive Director

Contact: rarmstrong@ethics.nv.gov

NEVADA COMMISSION ON ETHICS

PRESENTED BY ROSS ARMSTRONG, ESQ., EXECUTIVE DIRECTOR



NEVADA COMMISSION
— ON ETHICS —

STATUTORY AND REGULATORY AUTHORITY



- Chapter 281A Nevada Revised Statutes – Nevada Ethics Law
- Chapter 281A Nevada Administrative Code – Ethics Regulations

NEVADA COMMISSION ON ETHICS

PRESENTED BY ROSS ARMSTRONG, ESQ., EXECUTIVE DIRECTOR



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NEVADA COMMISSION ON ETHICS

PRESENTED BY ROSS ARMSTRONG, ESQ., EXECUTIVE DIRECTOR



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NEVADA COMMISSION ON ETHICS

PRESENTED BY ROSS ARMSTRONG, ESQ., EXECUTIVE DIRECTOR



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NEVADA COMMISSION ON ETHICS


PRESENTED BY ROSS ARMSTRONG, ESQ., EXECUTIVE DIRECTOR






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Nevada Commission on Ethics

240 Tweets






Edit profile

Nevada Commission on Ethics

@ethics_nevada

The Nevada Commission on Ethics enhances public trust and confidence in government by ensuring government actions free from conflicts of interest.

 Carson City, NV
  <https://t.co/WXgABu235X>
 Joined October 2018


340 Following 233 Followers


Tweets

Tweets & replies

Media





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




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
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