

MINUTES

CITY COUNCIL MINUTES - FEBRUARY 15, 1984

*City of Las Vegas***CITY COUNCIL****COUNCIL CHAMBERS • 400 E. STEWART AVENUE • 386-6011****DATE:** February 15, 1984**TIME:** 9:45A.M.**INVOCATION:** Reverend Welles Miller**PLEDGE OF ALLEGIANCE:** Given**BOARD OF CITY COMMISSIONERS**

MAYOR BILL BRIARE

PRESENT**ABSENT****EXCUSED**☒☐☐

COMM. PAUL J. CHRISTENSEN

☒☐☐COMM. RON LURIE
MAYOR PRO-TEM☒☐☐

COMM. AL LEVY

☒☐☐

COMM. BOB NOLEN

☒☐☐**CITY ATTORNEY**

GEORGE F. OGILVIE

☐☐☒ Jan Stewart was present on
Mr. Ogilvie's behalf.**APPROVED BY REFERENCE** _____, 1984**ATTEST:**

AGENDA*City of Las Vegas*

February 15, 1984

Page 1

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

ITEM		Council Action	Department Action
	I. 9:45 A.M.	ALL MEMBERS OF COUNCIL PRESENT. JAN STEWART WAS PRESENT ON BEHALF OF CITY ATTORNEY OGILVIE WHO WAS EXCUSED. COUNCILMAN NOLEN RECOGNIZED AMERICAN BLACK HISTORY MONTH AND PRESENTED A PROCLAMATION TO THE KING CHARLES TROOP, THE FIRST ALL BLACK CIRCUS ACT WHO COMBINE UNICYCLES AND BASKETBALL IN THEIR ACT, AND CURRENTLY APPEAR IN BEYOND BELIEF.	
1005	A. <u>COMMUNITY RELATIONS</u>		
	B. <u>SPECIAL EVENTS</u>		
	II. 10:00 A.M.		
1019	A. <u>ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW</u>	ANNOUNCEMENT MADE MAYOR BRIARE WAS PRESENTED SCISSORS IN COMMEMORATION OF LAST APRIL'S RIBBON CUTTING FOR INTL. WOMEN BOWLERS CONGRESS.	
017	B. <u>INVOCATION</u> Reverend Welles Miller	INVOCATION GIVEN BY REV. MILLER	
1019	C. <u>PLEDGE OF ALLEGIANCE</u>	MAYOR BRIARE LED AUDIENCE IN PLEDGE.	
010	D. <u>PRESENTATION TO REVEREND WELLES MILLER</u>	COUNCILMAN LEVY ON BEHALF OF MAYOR AND COUNCIL PRESENTED PLAQUE IN APPRECIATION OF REV. MILLER'S 30 YEARS OF SERVICE TO THE FIRE DEPARTMENT AS CHAPLAIN AND THE LAS VEGAS COMMUNITY.	
004	E. <u>PRESENTATION TO DOROTHEA DELEY, NEVADA STATE WINNER, 37TH ANNUAL VOICE OF DEMOCRACY SCRIPTWRITING SCHOLARSHIP PROGRAM.</u>	COUNCILMAN LURIE ON BEHALF OF FULL COUNCIL MADE PRESENTATION TO MISS DELEY. HER FATHER WAS PRESENT.	
032	F. <u>APPROVAL OF CITY COUNCIL FINAL MINUTES</u> For the meetings of November 2, 1983 and November 16, 1983.	LURIE - APPROVED UNANIMOUS	Clerk to proceed

APPROVED AGENDA ITEM*mp Carr*

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0002

STATE OF NEVADA }
COUNTY OF CLARK } ss

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 10th day of February, 1984, at the hour of 9:00 AM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on February day 15th, 1984, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the United States Post Office (Downtown), 301 Stewart Avenue;
2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Council Chambers)

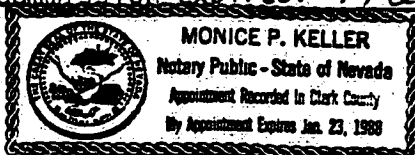
Loretta Hall
SIGNATURE

Clerk
DEPARTMENT

Subscribed and sworn to before me this

13th day of February, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/88



AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241) 0003

STATE OF NEVADA)
COUNTY OF CLARK } ss

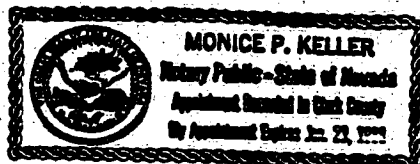
Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 10th day of February, 1984, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 15th of February, 1984, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Loretta A. Hall
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

13th day of February, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/88



0004

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

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

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

1019

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

Family Child Care Homes

1. LINDA MARSHALL
221 Moller Circle

4 children days

2. PATRICIA TROMBETTI
825 Vincent Way

6 children days

Child Care Center

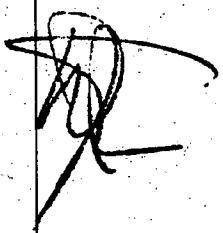
1. INSTITUTE FOR THE STUDY OF
INDIVIDUAL SKILLS
1027 West Adams

30 children days
3 before/after school

Lurie -
APPROVED
Family Child Care
facilities and
Child Care Center
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)*B. GAMING -- Additional

1. JANE DREISKE

Lotus Inn
1213 Las Vegas Blvd. South
64 slots

2. DOMMERMUTH ENTERPRISES, INC.

Orbit Inn Casino
707 East Fremont
2 slots

3. LAWRENCE J. HENDEL

Philly Pub
2202 West Charleston
3 slots

4. ROBERT T. BIGELOW

Rhett Butler Apartments
1525 East Fremont
2 slots

5. AMERICAN COIN MACHINE COMPANY

Crystal Palace Billiards
2411 East Bonanza
2 slotsSit N' Bull Lounge
3220 North Jones
8 slotsLurie -
APPROVED
Items 1 thru 9
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)*B. GAMING -- Additional
(cont'd)APPROVED
See Page 3

See Page 3

6. AUTOMATIC AMUSEMENTS OF L.V.

Kathy's Restaurant
1404 East Fremont
3 slots

7. CARDIVAN COMPANY

7-Eleven Store # 20084
225 North Lamb
1 slot

8. J. J. PARKER COMPANY

The Getaway Pub
1111 South Decatur
1 slot

9. UNITED COIN MACHINE COMPANY

Jerry's Liquor
1604 West Oakey
3 slotsRonz O Pizza
212 West Sahara
8 slotsStop 'N Go Market #1160
1201 East Sahara
1 slotWestgate Drug
3920 West Charleston
4 slots

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas***0007**

February 15, 1984

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011**ITEM****Council Action****Department Action**III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)1020 C. LIQUOR -- Change from Sole Proprietorship to Partnership

1. From: William J. Boyce, 100%

TO: BOYCE & CONNER
dba
SEVEN SEAS SEAFOOD
RESTAURANT, COCKTAIL
LOUNGE & PACKAGE LIQUOR
808 West Lake Mead

General On-Off Sale

William Jaye Boyce, 50%
Louis A. Conner, 50%Nolen
APPROVED
Unanimous

Staff to proceed

1020 D. LIQUOR & GAMING -- Change of Ownership

1. From: Claude C. Christy, 100%

TO: *BDS, INC.
dba
FRIENDLY LIQUORS
1602 North "H" StreetGeneral On-Off Sale
Restricted Gaming:
4 slotsWalter Dale Lewis,
Pres, 33 1/3%
Steven Porter, V. P.,
33 1/3%
Bobby Jean Graham, Secy,
Treas, 33 1/3%Nolen
APPROVED, subject
to final State
Gaming approval.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM*Subject to final State Gaming
approval on 2/16/84

City of Las Vegas

AGENDA DOCUMENTATION

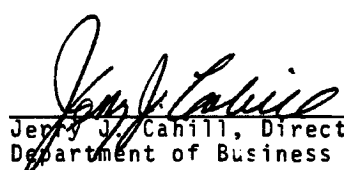
Date: February 8, 1984

TO:
The City CouncilFROM:
DON SAYLOR, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- FEBRUARY 15, 1984 CITY COUNCIL AGENDA
LIQUOR -- Change from Sole Proprietorship to PartnershipPURPOSE/BACKGROUND

Item, "C", 1.

Appearing on the Department of Business Activity portion of the agenda is a request for a change from sole proprietorship (William Boyce, 100%) to a partnership (William Boyce, 50% and Louis Conner, 50%) on the general on-off sale liquor license currently held at Seven Seas Seafood Restaurant, Cocktail Lounge & Package Liquor, 808 West Lake Mead.

This item has received an "unfavorable" police report. Confidential investigative reports will be submitted by the Special/Privileged Investigations Section to the City Council prior to the meeting.

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

Agenda Item

III C 1

AGENDA*City of Las Vegas*

0009

February 15, 1984

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1020

E. BURGLAR ALARM LICENSE -- New

1. DETEK SECURITY ALARMS, INC.
dba
DETEK SECURITY ALARMS
3330 South Highland Drive

Gary R. Carlson, Pres, Secy,
Treas, Dir, 100%

Lurie -
APPROVED
Unanimous

Staff to proceed

1020

F. SPECIAL EVENT GAMING LICENSE

1. HADASSAH

Location: #1 Main Street

Date: February 26, 1984

Type: Pan Tournament

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

0010

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1021

G. LIQUOR -- Request for Approval of
Nonoperational Status

1. CHARLES WINDER
dba
NEW BROWN DERBY
320 West Monroe

General On-Off Sale License

Charles Winder, 100%

(Nonoperational status for period
11/23/83 to 2/23/84 approved
11/16/83. Request for approval
of extension for additional three-
month period: 2/23/84 to 5/23/84.)

2. CLUB BINGO, INC.
dba
CLUB BINGO
23 Fremont

General On-Sale License

John Gaughan, Pres, Treas, Dir
Mel Exber, Secy, Dir

(Nonoperational status for period
9/1/83 to 12/1/83 approved 8/17/83.
Nonoperational status for period
12/1/83 to 3/1/84 approved 11/16/83.
Request for approval of extension
for additional three-month period:
3/1/84 to 6/1/84.)

Lurie -
APPROVED
Items 1 & 2
Unanimous

Staff to proceed

APPROVED GENERAL ITEM

City of Las Vegas

0011

AGENDA DOCUMENTATION

Date: February 3, 1984

TO:
The City CouncilFROM:
DON SAYLOR, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- FEBRUARY 15, 1984 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational StatusPURPOSE/BACKGROUND

Item, "G", 1 & 2.

Requests for extension of nonoperational status on liquor
licenses as follows:

1. Charles Winder, dba New Brown Derby
2. Club Bingo, Inc., dba Club Bingo

Copies of letters requesting extensions are attached.

FISCAL IMPACTRECOMMENDATIONS
Jerry J. Cahill, Director
Department of Business ActivityAgenda Item

III. "G" 1 & 2

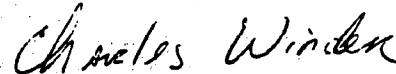
February 6, 1984

Honorable Mayor Briare and
City Councilmen
c/o Department of Business Activity
400 Stewart Street
Las Vegas, Nevada 89101

Dear Sirs:

On November 16, 1983 the New Brown Derby requested and was granted nonoperational status for the liquor license. At this time I would like to request an extension of the nonoperational status from February 23, 1984 to May 23, 1984. The purpose of the requested extension is to complete present negotiations to relocate.

Sincerely,

A handwritten signature in cursive script that reads "Charles Winder".

Charles Winder
New Brown Derby



LAS VEGAS CLUB

HOTEL & CASINO



February 3, 1984

RECEIVED
FEB 3 12 29 PM '84

City of Las Vegas
License Division
P. O. Box 1900
Las Vegas, NV 89125

RE: L04-006-4-00154

We request that you extend the inactive status of the Club Bingo Retail Liquor License L04-006-4-00154 for an additional 90 days.

Yours truly,

Mel Exber,
Mel Exber,
President

ME:vp



AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

021

H. COMMUNICATION ITEM

Report from the Las Vegas
Metropolitan Police Department
relative to the activities at
Henry's Liquor, 632 N. "H" Street.

Licensee: Leandrew McDaniel, 100%

Nolen -
Motion instructing
Department of
Business Activity
to investigate
Henry's Liquor and
report back to the
Council at earliest
possible date
carried by unanimous
vote.

To be placed back
on agenda at the
discretion of the
Business Activity
Director

Jerry Cahill, Dir.
Business Activity
Capt. Reed,
LVMPD

Leandrew McDaniel
appeared and indi-
cated to the Council
his concern regardin
the drug traffic
occurring outside of
his business estab-
lishment and indi-
cated a willingness
to cooperate in
solving the problem.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

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

1032

A. DISCUSSION AND POSSIBLE ACTION ON THE REQUEST
OF THE DEPARTMENT OF TRANSPORTATION FOR
TEMPORARY UTILIZATION OF CITY-OWNED PROPERTY
IN THE VICINITY OF THE FLAMINGO INTERCHANGE
PROJECT.

Lurie -
APPROVED motion to
follow recommendations
of City Manager
(approving the
request and authoriz-
ing execution of the
agreement).
Unanimous

Staff to proceed

City of Las Vegas

0016

AGENDA DOCUMENTATION

Date: February 9, 1984

TO:

The City Council

FROM:

DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT:

DISCUSSION AND POSSIBLE ACTION ON THE REQUEST OF THE DEPARTMENT OF
TRANSPORTATION FOR TEMPORARY UTILIZATION OF CITY-OWNED PROPERTY IN
THE VICINITY OF THE FLAMINGO INTERCHANGE PROJECT.PURPOSE/BACKGROUND

The Department of Transportation finds it necessary to install gabions along the Flamingo Wash in the vicinity of the freeway interchange in order to stabilize the wash to prevent erosion. In order to install these gabions, they must utilize a portion of property owned by the City to gain access to the wash. The installation of the gabions will not be on City property but will benefit City property by containing the wash area.

The State is offering to pay \$250.00 for permission to utilize our property for access to the wash, and along with the payment, they tendered an agreement which will hold the City harmless. The agreement also states that the State will be responsible for the maintenance of the improvements after construction.

FISCAL IMPACT

Income of \$250.00.

RECOMMENDATIONS

The City Manager recommends that the City Council approve the request and authorize execution of the agreement.

Agenda Item 2-15-84

IV(a) A.

Project IR-015-1(68)38
E.A. 71088
Parcel I-015-CL-038.416

0017

Hwy. 408.200 Ag. P77-84-030

AGREEMENT FOR CONSTRUCTION OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 16th day of February, 1984, by and between the CITY OF LAS VEGAS, hereinafter referred to as the CITY, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter referred to as DEPARTMENT,

WITNESSETH:

WHEREAS, the Director of the Department of Transportation is required by NRS 408.200 to investigate and determine the best method of highway construction adapted to a particular locale in the State; and

WHEREAS, pursuant to NRS 408.195, the Director of the Department of Transportation determines the character and has the general supervision of the construction, reconstruction, improvement, maintenance and repair of all highways authorized pursuant to Chapter 408 of the Nevada Revised Statutes; and

WHEREAS, the DEPARTMENT proposes to reconstruct a segment of the present Flamingo Wash from the Union Pacific Railroad to the I-15 Freeway in Clark County, State of Nevada, Project Number IR-015-1(68)38; and

WHEREAS, the construction and reconstruction of the highway and of the Flamingo Wash is in the best interest of the motoring public and the CITY.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

DEPARTMENT AGREES:

1. To construct, or have constructed, three feet of gabions along the sides and bottom of a portion of the Flamingo Wash area to prevent erosion and shifting of the channel; said construction to be as more particularly depicted and delineated on the sketch attached hereto, made a part hereof by reference and designated as Exhibit "A", said construction is to be accomplished under Project Number IR-015-1(68)38.
2. To leave that portion of said tract of land upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the CITY, which the DEPARTMENT may find it necessary to remove or relocate in order to construct or reconstruct said portion of the Flamingo Wash, replaced as nearly in their original condition and position as is reasonably possible.

THE CITY AGREES:

1. To grant permission to the DEPARTMENT, and to its authorized Agents and Contractors, entry upon said land, described as Parcel I-015-CL-038.416, for the purpose herein stated.
2. To waive all claim for damage or compensation for and on account of the exercise of the rights granted by this instrument, except the performance of the obligations on the part of the DEPARTMENT as herein stipulated.
3. The DEPARTMENT, in consideration of the covenants herein set forth, agrees to pay to the CITY the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), which shall be the total rental price for occupation of a portion of the subject property, with permission to construct thereon for a period beginning April 16, 1984, through August 15, 1984. Said sum to be paid upon execution of agreement.

IT IS MUTUALLY AGREED:

1. DEPARTMENT will be responsible for the maintenance of the improvement after construction.

0018

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

REVIEWED AND RECOMMENDED BY:

Greg F. Wright
District Engineer

REVIEWED AND RECOMMENDED BY:

George T. Williams
Ass't. Chief Right of Way Agent

CITY OF LAS VEGAS

(Name of Corporation)

By: *Donald J. Saylor* 2/16/84
Donald J. Saylor, Deputy City Manager

APPROVED FOR LEGALITY AND FORM:

Carol A. Hawley
Deputy Attorney General
And Chief Counsel

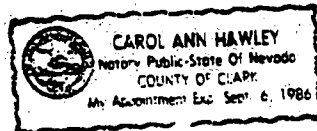
STATE OF NEVADA acting by and through its
Department of Transportation:

Paul J. Sullivan
Dep. Director

STATE OF NEVADA
COUNTY OF CLARK

On this 16th day of February, 1984, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, who acknowledged to me that the said corporation executed the above instrument.

S
E
A
L



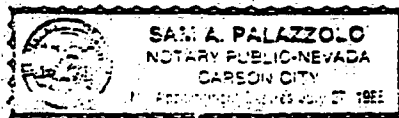
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carol A. Hawley

STATE OF NEVADA
CARSON CITY

On this 29th day of February, 1984, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Garth Sullivan known to me to be the Deputy Director of the Department of Transportation of the State of Nevada who executed the foregoing instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S
E
A
L



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sam A. Palazzolo

0019

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

IV(b) DEPARTMENT OF FINANCIAL MANAGEMENT
MARVIN A. LEAVITT, CPA, DIRECTOR*CONSENT AGENDA

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

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

1. Service and Material Warrants
In the amount of \$4,476,273.14
2. Payroll Warrants
In the amount of \$699,097.12
3. Other Warrants and Investments
In the amount of \$311,495.96

B. SIX-MONTH REVIEW OF GENERAL FUND EXPENDITURES.

Lurie -
APPROVED
Items 1 thru 3
Unanimous

Staff to proceed

Marvin Leavitt briefed the Council regarding the six-month status of departmental budgets. Appearing before the Council in regard to their department's budget were: Marvin Leavitt, Gene Donovan, Sam Cooper, Gil Gilpin, and Mick Little.

Note: Councilman Nolen requested Mick Little of Muni Court to explore the possibility of negotiating with private attorneys in lieu of Public Defender's office.

Note: A verbatim transcript made part of final minutes.

APPROVED AGENDA ITEM

mp Coe

1033

0021

BUDGETS PROJECTED TO BE OVEREXPENDED DUE TO CIRCUMSTANCES
BEYOND THE COST OF THE GENERAL SALARY INCREASE

<u>Ref.</u>	<u>Department or Budget</u>	<u>Projected Overexpenditure</u>
1.	City Facilities	\$ 400,000
2.	Utilities	385,000
3.	Fire Services	203,437
4.	Engineering Services	169,969
5.	Municipal Court	138,297
6.	Contributions to Other Funds	13,600
7.	Management Information Services	12,184
8.	General Services	10,408
9.	City Clerk	3,795
10.	Financial Management	3,761
11.	City Attorney	2,133
12.	Community Planning & Development	<u>1,032</u>
	SUB-TOTAL	\$ 1,343,616
13.	Departments with Net Savings	<u>(535,371)</u>
	TOTAL	\$ <u>808,245</u>

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 10, 1984 0022

TO:
The City CouncilFROM:
MARVIN LEAVITT
FINANCIAL MANAGEMENTSUBJECT:
SIX MONTH REVIEW OF GENERAL FUND EXPENDITURESPURPOSE/BACKGROUND

I have completed a review of expenditures of the various City departments for the first six months of the current fiscal year.

On Attachment 1, these expenditures have been compared with the amended final budget appropriation (column 3) and a percentage relationship developed (column 4). The cost of the general salary increase recently granted by an arbitrator is not included in the column 4 expenditures since that increase only became effective on January 1, 1984; column 5 does show this actual cost.

The amount shown in column 6 is the probable augmentation of the various budgets that may be necessary before the end of the fiscal year based upon the first six months' experience and other known expenditure patterns. It should be noted that the major part of this suggested augmentation for most departments is to offset the salary increase recently granted.

Those departments whose budgets are estimated to be overexpended at the end of the fiscal year, after consideration is given for the salary increase, are shown on Attachment 2.

FISCAL IMPACT

An amended budget will be presented to the Council at a later date.

RECOMMENDATIONS

This item has been placed on the Agenda for information only. No recommendation or action is required from the Council at this time. Department Directors will be in attendance to answer any questions you may have.

Agenda Item

IV(b) B.

CITY OF LAS VEGAS
GENERAL FUND BUDGET
F/Y 1983-84

Attachment 1

0023

EXPENDITURES

<u>Department</u>	(1) <u>Final Budget</u> <u>F/Y 1983-84</u>	(2) <u>Amended</u> <u>Final Budget</u> <u>F/Y 1983-84</u>	(3) <u>Actual</u> <u>Expended</u> <u>12/31/83</u>	(4) <u>%</u> <u>Expended</u> <u>12/31/83</u>	(5) <u>Projected</u> <u>Salary</u> <u>Increase</u>	(6) <u>Projected</u> <u>Year End</u> <u>Savings</u>
<u>General Government</u>						
0100 City Council	\$ 244,884	\$ 239,117	\$ 103,768	43.4%	\$ 2,413	\$ 5,000
0200 City Attorney	895,336	816,724	404,474	49.5	27,167	- 29,300
0400 City Manager	354,361	334,099	149,127	44.6	10,589	9,000
0500 City Clerk	270,630	264,150	149,281	56.1	7,105	- 10,900
0600 Funds Coordination	185,719	178,066	86,662	48.6	5,889	2,200
0700 Personnel	680,128	623,645	311,076	49.8	19,935	- 18,800
0800 Architectural Services	385,988	294,634	144,503	49.0	12,623	- 3,500
0900 Business Activity	858,590	772,876	371,358	48.0	25,629	- 5,500
1000 Financial Management	691,445	631,674	337,364	53.4	23,039	- 26,800
1100 Community Planning & Dev.	573,943	528,444	264,491	50.0	18,268	- 19,300
1200 General Services	1,513,570	1,261,395	621,735	49.3	40,192	- 50,600
1300 Mgmt. Information Services	909,819	852,338	440,289	51.6	26,316	- 38,500
1400 Budget and Management	296,683	247,650	120,505	48.6	8,055	7,700
1900 Economic Development	130,255	124,155	64,688	52.1	4,307	- 2,600
Function Total	\$ 7,991,351	\$ 7,168,967	\$ 3,569,321	49.8%	\$ 231,527	\$ -181,900
<u>Public Safety</u>						
2000 Las Vegas Metro P.D.	\$ 19,902,595	\$ 19,405,030	\$ 11,362,595	58.5%	\$	\$
2100 Fire Services	12,378,922	11,358,925	6,085,445	53.6	384,263	-587,700
2300 Building & Safety	1,421,566	1,331,672	617,265	46.3	43,190	28,500
2400 Detention & Correctional Svs.	2,703,246	2,527,706	1,106,719	43.8	43,165	93,500
Function Total	\$ 36,406,329	\$ 34,623,333	\$ 19,172,024	55.4%	\$ 470,618	\$ -465,700
<u>Judicial</u>						
0300 Municipal Court	\$ 1,849,634	\$ 1,607,503	\$ 813,061	50.6%	\$ 48,403	\$ -186,700
Function Total	\$ 1,849,634	\$ 1,607,503	\$ 813,061	50.6%	\$ 48,403	\$ -186,700
<u>Public Works</u>						
1500 City Facilities	\$ 1,560,000	\$ 1,410,348	\$ 893,299	63.3%	\$	\$ -400,000
1600 Utilities	3,100,000	3,100,000	1,288,587	41.6		-385,000
1700 Public Services	3,764,594	3,122,243	1,442,685	46.2	76,411	85,600
1800 Engineering Services	2,888,840	2,478,558	1,356,393	54.7	60,431	-230,400
Function Total	\$ 11,313,434	\$ 10,111,149	\$ 4,980,964	49.3%	\$ 136,842	\$ -929,800
<u>Recreation & Culture</u>						
2600 Recreation & Leisure Act.	\$ 6,049,644	\$ 4,933,256	\$ 2,537,635	51.4%	\$ 107,836	\$ -102,800
2800 Senior Citizens	317,009	214,127	101,878	47.5	6,729	11,200
Function Total	\$ 6,366,653	\$ 5,147,383	\$ 2,639,513	51.3%	\$ 114,565	\$ - 91,600

CITY COUNCIL MINUTES - FEBRUARY 15, 1984

CITY OF LAS VEGAS
GENERAL FUND BUDGET
F/Y 1983-84

0024

EXPENDITURES

<u>Department</u>	(1) <u>Final Budget</u> <u>F/Y 1983-84</u>	(2) <u>Amended</u> <u>Final Budget</u> <u>F/Y 1983-84</u>	(3) <u>Actual</u> <u>Expended</u> <u>12/31/83</u>	(4) <u>%</u> <u>Expended</u> <u>12/31/83</u>	(5) <u>Projected</u> <u>Salary</u> <u>Increase</u>	(6) <u>Projected</u> <u>Year End</u> <u>Savings</u>
Community Support						
And Miscellaneous Expenses						
2910 Community Support	\$ 21,000	\$ 2,270	\$ 2,605	114.7%	\$	\$ - 900
2920 Unallocated Expenses	150,000	100,000	28,401	28.4		50,000
2940 Training and Seminars	<u>50,000</u>	<u>42,500</u>	<u>14,103</u>	<u>33.2</u>		<u>10,000</u>
Function Total	\$ <u>221,000</u>	\$ <u>144,770</u>	\$ <u>45,109</u>	<u>31.1%</u>	<u>0</u>	\$ <u>59,100</u>
<u>TOTAL - ALL FUNCTIONS</u>	\$ 64,148,401	\$ 58,803,105	\$ 31,219,992	53.1%	\$ 1,001,955	\$-1,796,600
<u>Transfer Payments</u>						
2950 Contributions to other Funds						
Internal Service Funds:						
Fire Communications	\$ 500,000	\$ 500,000	\$ 250,000	50.0%	\$	\$
Graphic Art Services						- 8,000
Supply Warehouse						- 13,100
Special Revenue Funds:						
Grant Match	90,000	90,000	45,000	50.0		- 26,900
Enterprise Funds:						
Woodlawn Cemetery	50,000	50,000	25,000	50.0		
Animal Care & Control	450,000	390,000	195,000	50.0		
Trust & Agency Funds:						
Unemployment Ins. Trust	100,000	100,000	50,000	50.0		100,000
Self Insurance Trust	500,000	500,000	250,000	50.0		125,000
Sick & Annual Accrual Trst	<u>600,000</u>	<u>600,000</u>	<u>300,000</u>	<u>50.0</u>		<u>-190,600</u>
Function Total	\$ <u>2,290,000</u>	\$ <u>2,230,000</u>	\$ <u>1,115,000</u>	<u>50.0%</u>	\$ <u>0</u>	\$ <u>- 13,600</u>
<u>TOTAL EXPENDITURES</u>	\$ <u>66,438,401</u>	\$ <u>61,033,105</u>	\$ <u>32,334,992</u>	<u>53.0%</u>	\$ <u>1,001,955</u>	\$ <u>-1,810,200</u>

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV(b) DEPARTMENT OF FINANCIAL MANAGEMENT
B. SIX-MONTH REVIEW OF GENERAL FUND EXPENDITURES.

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MAYOR BRIARE:

The next is a six-month review of General Fund Expenditures. Who is going to --

CITY MANAGER ASHLEY HALL:

Your Honor, I've asked Marvin Leavitt, the Director of Finance in conjunction with Mr. Parks, the Director of Budget, to review the first six months of the City's current budget to give a status report to the Council today. Mr. Leavitt.

MARVIN LEAVITT:

At the end of each quarter, an analysis is normally undertaken to determine the status of both revenues and expenditures of the City for several purposes. The first of which is to ascertain the general financial condition of the City. The second is to identify those areas in relation to the budget that might conceivably be having problems so action can be taken to remedy those problems, so that when the end of the year comes, there will not be a budget problem. Also, to identify those areas that are possibly beyond the control of the individual departments so that possible budget adjustments can be made to reflect those. We have made that review at this point in time, and I might comment just briefly on the current revenue picture and status. As I have told you previously, we are seeing in recent months a very healthy economy as it relates to our Sales Tax revenues. Part of those revenues we cannot receive because of the workings of State Law, but we still expect that we would -- we receive additional revenues from the Sales Tax in the amount of approximately \$650,000. As we have charted the various months we have seen improvement in almost every month over what we have seen in the previous months, and so as we go along our projections have just gotten larger and larger on that score. At the same time, have had other revenues that have not done so well. For instance, when I reported to you in December that we had -- having extreme problems in the Cigarette Tax, the two months revenue we've received since that time have been approximately the same as last year, and so those problems look like they're now not as great as we had experienced. From an estimate of approximately 400,000 shortfall we made in December, looks now that if this current trend continues we would have a shortfall of only approximately \$160,000.

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MARVIN LEAVITT:

So, I might report in general that we are favorably impressed with the pattern that our revenues are taking. Everything that we see is an indication that the economy is improving and that in most cases, at least with the major exception of the Cigarette Tax and the Gasoline Tax, is that we see almost an overall improvement over what we had originally estimated. As part of this review also, we reviewed the expenditures of the various departments. Of course, in reviewing the expenditures compared to the budget, we have to take into account that a salary increase was granted by an arbitrator and which will be effective the first of the year, and that, of course, has an affect that Council's already taken measures to approve the necessary budget adjustments to reflect and pay for that increase although we have not officially amended the budget to do that at this point. That will more pactly be done at a later time during the year; but as a result of that review, we have identified certain areas that right now appear to be a concern to us even after we take into account the salary increase and those have been identified on material that has been provided to you. I might just indicate in general the areas where we -- where it appears we do have a problem and that is identified in the budget areas of: One, of civic facilities. Two, utilities. Three, Fire Services. Four, Engineering Services, and five, Municipal Court. Those are the areas right now appear there needs some adjustments made. The City Manager, if I'm seeing that the -- there likely would have to be adjustments made in these areas, have met -- has met individually with each of the department heads to discuss what action they might take to alleviate these problems by the time they come to the end of the year. He has indicated to those departments that they have responsibility to live within their own budgets and the responsibility is on their shoulders to make such adjustments as necessary to bring themselves in compliance. The City Manager has requested that all the various departments be here today to answer any questions you might have regarding the budget status as shown in this report that's been made to you and they're available now for any questions you might have of them individually.

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COUNCILMAN LURIE:

The only question I have, Marvin, the bottom line is as you presently presented it. After all the departments have added up either being over expended or under expended with the net savings, comes out to about \$800,000 the way we're going now and you feel that with these recommendations that you've given us to look at along with the City Manager that -- and the increase in revenues that we see coming in, that'll be sufficient to cover the over expenditures by the end of the year?

MARVIN LEAVITT:

Yes, we can cover those based upon action that's been agreed upon between the City Manager and the various department heads, but that action will have to be taken to solve the problem.

COUNCILMAN LEVY:

I'd like to hear from the department heads.

MAYOR BRAIRE:

Which one first?

CITY MANAGER ASHLEY HALL:

Mr. Donovan. Mr. Donovan is the Director of Public Services.

COUNCILMAN LURIE:

Do they get to draw straws who goes first or --

MAYOR BRIARE:

Let's take them in order.

COUNCILMAN LURIE:

Take them in order of the amount.

EUGENE DONOVAN:

Yes, Mr. Mayor, members of the Council, I am aware of a budget adjustment required in the Department of Public Services. Attention is rarely given to adjustments of accounts concerning the 13 million dollar Department of Public Services' annual Maintenance and Operation budget. One area requiring attention at this time is in our Maintenance Division. The Maintenance Division is responsible for, among other things, 129 buildings during the year to be maintained. Because of budget restraints, requests from other departments have not been forthcoming such as remodellings, additions and things like that. Consequently, the maintenance personnel have been used to perform deferred maintenance as well as other duties. Now it is expected that departmental procedures and recommendations made to management will insure that at the year end Public Services Department expenditures will not be in excess of the approved budget. Our recommendations

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EUGENE DONOVAN:

include budget adjustments, changes in the accounting policies and procedures and personnel transfer policy. With regard to the personnel transfer policy, I have been consulting with the Director of Parks and Recreation to develop a plan for transferring Public Services' employees on a rotating basis to that department during their summertime and time of increased park service requirements. This will, of course, prevent or prohibit the hiring of new part-time summer Park Department employees, and this transfer plan will, of course, imply that regular Public Services' maintenance employees will have to reprioritize their duties. Our efforts in the department are directed toward having a pay-as-you-go budget work situation which will keep this type of budget adjustment from reoccurring. I'd be pleased to answer any questions that you may have.

COUNCILMAN NOLEN:

Mr. Donovan, I have one question.

EUGENE DONOVAN:

Pardon me.

COUNCILMAN NOLEN:

It relates to time. When did you become aware that you were in deficit spending?

EUGENE DONOVAN:

Well, it's a progressive thing. Right now, we estimate that contrary to -- well, the projected over expenditure is 400,000. I would say about two and a half months ago we became aware that we had a problem developing and we've been working on it. We've been cutting back on the work that we do and delaying hiring of replacing of employees, things like that.

COUNCILMAN NOLEN:

I would have to suggest to you that, in my opinion, when you become aware of deficit spending, that was the time to start instituting some of these recommendations that you're now recommending to us, and I would ask and I'm sure that the Mayor and the rest of the Council share my views, that when we find out that we're projecting 400,000, maybe three or four months ago it was only 200,000. That's the time to jump on the problem and start trying to solve it before we look at a six-month review. You should be doing a monthly review and I'm not trying to take you to task specifically or individually on this, I'm just suggesting to you that, rather than a six-month review, let's look at a monthly review and make sure we try to stay on top of this because 400,000 in deficit spending is quite serious to me.

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EUGENE DONOVAN:

I want to assure you that we did start working on it months ago.

COUNCILMAN NOLEN:

Right, thank you, sir.

MAYOR BRIARE:

And the Councilman's comments apply to everybody, not just you because you happened to be first.

EUGENE DONOVAN:

Thank you.

MAYOR BRIARE:

Mr. Levy, do you want --

COUNCILMAN NOLEN:

That's definitely true.

MAYOR BRIARE:

You wanted to hear from the next -- the next one on the list then, Mr. Hall.

CITY MANAGER ASHLEY HALL:

Next on the list would be Fire Services. Chief Cooper.

CHIEF COOPER:

Gentlemen, good morning.

MAYOR BRIARE:

There's no -- all of us, Mr. Hall, have the projected areas for expenditure with the discussion on it so do any of the Councilmen have any comments or questions to ask the Chief? To either make or ask?

CHIEF COOPER:

I think with the adjustment of the Firefighters' salary increase by arbitration that we have a potential deficit of around \$203,000.

MAYOR BRIARE:

Mr. Hall, the documents that we have here and where the recommendations are shown for each of these departments who apparently have projected over expenditures, are these your recommendations or are these the department's recommendations? For example, did Chief Cooper recommend or, pardon me -- Number one, can callback uses be substantially reduced to affect a reduction in budget deficit and then next paragraph, the answer is definitely yes -- is that yours, as the City Manager or is that Chief Cooper as the Fire Chief?

CITY MANAGER ASHLEY HALL:

Chief Cooper and our management staff have set down and discussed this along with the other departments the various problems that each one of them have. The points of recommendation have come from Chief Cooper as you'll see on your sheets -- your backup sheets, those recommendations have come basically from those department heads. The answers

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CITY MANAGER ASHLEY HALL:

basically come as it results from an analysis by ourselves as to the full implication or implementation of those recommendations. We feel like they can be done, yes.

MAYOR BRIARE:

Sure and it's your responsibility as City Manager to make sure that they are. It's not necessary for us to pass a motion and accept these recommendations. It's your job to just do them, right?

CITY MANAGER ASHLEY HALL:

That's correct.

MAYOR BRIARE:

So, obviously then, Chief, these -- since the City Manager's indicated that these are your recommendations, you're showing the City Manager ways that you can try to correct it.

CHIEF COOPER:

That's true. The deficit, we feel, can be overcome. We have taken measures to do that within the Fire Department's budget. The problem has just been well aired. We have a manpower problem that forces us, under past practices, to make callbacks. We now have the opinion that this is not necessary on an overall basis. That we can man our equipment on an individual basis on the safety angle and that we can, in the future, prevent this from happening.

MAYOR BRIARE:

Any comments?

COUNCILMAN NOLEN:

I have a couple of questions, Your Honor. One of the recommendations you made, Chief, on your memo of February 10th was to reduce spending in the area of automotive account and supplies and purchases. Are any of these things that you intended to reduce in an area of a critical nature, such as replacing worn out hoses or anything like that? Things that would be detrimental to our officers in the field?

CHIEF COOPER:

No, that isn't -- we can cover that without any emergency situations developing.

COUNCILMAN NOLEN:

I've reviewed all of your recommendations here and I think there's some good recommendations. The big question I have is, do you feel that these recommendations when implemented and properly executed will reduce the deficit that we've been talking about?

CHIEF COOPER:

Yes.

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COUNCILMAN NOLEN:

Now, you just made comments that 203,000 was the result of the -- the arbitrator's increase to the firefighters. It's my impression that --

CHIEF COOPER:

That's what's left out. There was -- in the overall budget if this was added in it was reported to be much higher than that, but with the arbitrations taken out --

COUNCILMAN NOLEN:

So the original \$587,000 deficit figure took into consideration the 7% increase award to the firefighters?

CHIEF COOPER:

That's true.

COUNCILMAN NOLEN:

So we're actually looking at 203,437.

CHIEF COOPER:

Right.

COUNCILMAN NOLEN:

Thank you, sir.

MAYOR BRIARE:

Any other questions?

COUNCILMAN LEVY:

Yes, I have one of the Chief. Of the callback in overtime money, could you tell me about what percentage of that went to the officers and what percentages went to the men?

CHIEF COOPER:

I don't have the exact figures on that. I can give you some idea though. We have 6 battalion chiefs and 49 line captains and the rest of the department would be engineers and firemen. Firemen would be 100, approximately 131 and now the percentage of that, I don't have that available.

COUNCILMAN LEVY:

I understand it was something like 70% went to the officers, is that correct?

CHIEF COOPER:

I would question that. I don't believe that that's a true figure, but I would have to --

COUNCILMAN LEVY:

You'll get that for me though, would you?

CHIEF COOPER:

I certainly will.

MAYOR BRIARE:

Any other comments?

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COUNCILMAN LURIE: I just have one comment. On the proposed deficit, and you mentioned capital expenditures, none of this has to do with any of the material needed to outfit the new firehouse?

CHIEF COOPER: No.

COUNCILMAN LURIE: That's all taken care of in another account?

CHIEF COOPER: That's all taken care of.

COUNCILMAN LURIE: Okay.

MAYOR BRIARE: Any other comments? Thank you, Chief.

CHIEF COOPER: Thank you, Your Honor.

MAYOR BRIARE: Mr. Hall.

CITY MANAGER ASHLEY HALL: Mr. Gilpin.

MAYOR BRIARE: Engineering Services.

CITY MANAGER ASHLEY HALL: Mr. Gilpin in Engineering Services, please.

C. E. GILPIN: Yes, sir. Mayor and Councilmen, the Manager -- the Manager has made it clear to this department that our present and vast burden on the General Fund is unacceptable. After a careful analysis of our activities and related costs during the past six months and in conference with the Manager, he and we are convinced that this extra burden can and will be significantly reduced through the remainder of this year and eliminated altogether in the upcoming fiscal year. To reach this goal, we intend to first, rearrange our priorities with respect to work assignments so that a larger portion of the work in the department is performed on those activities or projects for which full or substantial reimbursement is made from non-General Fund sources. These sources include Regional Transportation Commission funds, Clark County Bond issue funds and projects, sanitation projects, Block Grant projects and so forth. Second, to assure through accurate cost accounting that maximum reimbursement for cost expended on these non-General Fund activities is surely made; and last, to make recommendations for pay-as-you-go operations for such important activities funded now entirely by the General Fund, such as subdivision and private development review, inspection and testing.

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MAYOR BRIARE:

Thank you, Mr. Gilpin. Any questions?

COUNCILMAN LEVY:

Yes, I have one question. One of your recommendations is whether or not projects should be contracted out to consultants or done by in-house staff and you're saying we're doing them both right now.

C. E. GILPIN:

Yes.

COUNCILMAN LEVY:

We don't have both working on the same project I would imagine, would we?

C. E. GILPIN:

Well, we have certain administrative tasks need to be done even when it's contracted, but fundamentally, we assign as much responsibility for performing design and inspection on a contract basis for a particular project as possible.

COUNCILMAN LEVY:

Well, I'm not sure that I understand how we can save money on that recommendation.

C. E. GILPIN:

Only that it is largely reimbursed, but, of course, as you know, each of those projects because of the rules presented by RTC and Clark County require a general --

COUNCILMAN LEVY:

You're not listening to my remark. It says here, in addition a decision of whether or not projects should be contracted out to consultants or done by in-house staff should be made. That was what one of the recommendations --

C. E. GILPIN:

Yes, sir, it was.

COUNCILMAN LEVY:

Now, again I'm asking the question, how would that save money?

C. E. GILPIN:

Well, we have two choices as far as arranging our priorities and assigning our people. We can assign them to very important work that is funded by the General Fund or change the priority and assign them to work funded by outside sources. In other words, if we move our assignments to projects funded by outside sources, we can do -- earn more money. Naturally, we are contracting, quite rightfully, large amounts of work simply because of workload. I would say this that that comment is less important than the other three that I mentioned.

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MAYOR BRIARE:

Other comments? Thank you, Mr. Gilpin.
Mr. Hall, Municipal Court.

CITY MANAGER ASHLEY HALL:

Yes, next item is Municipal Court. Mr. Mick Little.

MICK LITTLE:

Mayor Briare, members of the Council, I'm the Court Administrator of Municipal Court. I'm the Director. We're pleased to be able to come to you today and say that as a result of actions this Board transacted in the month of September and in the month of November at the request of our Judicial Judges, we are on the right track as far as bringing our operation in the black for the remainder of the year. Although the projection is based primarily on salary increases, there is an amount of \$5,000 which we project would be a public defender cost -- its increase, which we have no control over. That's a contractual issue. They did have a pay raise. We do have a few supplies that have broken down. For example, we had to replace our scope printer here a month ago and overall the cost is in the salary area and at this point, our projections on a weekly basis show that we are on the right track as far as making ourselves not only whole but definitely in the black for the remainder of the year.

MAYOR BRIARE:

Questions?

COUNCILMAN NOLEN:

Basically, what you're saying, Mr. Little, is that the fruits of their labors are paying off as we progress.

MICK LITTLE:

This is true, especially in the tough times. As you may remember, we did reduce our operating hours to the public, our business hours. As a result of the people that we were able to bring back to the court, January 6th we reopened on Fridays and we had been closed on Friday, Saturday and Sunday for a period of approximately 8 weeks after the tax rollback. We have now opened back up on Fridays and obviously our goal in the future is to get back to even more hours for the public.

COUNCILMAN NOLEN:

I have one other question in the area of the use of the Public Defender's office. What's the total cost per year to this City to utilize the Clark County Public Defender's office?

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MICK LITTLE:

At this time, it's approximately \$60,000 per year and we think that the year end figure may approach 65,000 for this fiscal year.

COUNCILMAN NOLEN:

I don't want to get into a situation of comparing courts, but I can only relate to what is done in the North Las Vegas Municipal Court. We contract private attorneys to represent indigents who would otherwise qualify for the Public Defender's office and we pay them \$100 per case up through the appeal stage and then, if they have to go to appeal, then we pay another 100. This is substantially cheaper than doing business with the Public Defender's office and I would suggest that if we can save money in that area and still give adequate representation to indigents and those people who can't afford attorneys that are going to jail that we explore that area when the contract comes up for renewal or for renegotiations because as I see it, you're saying that this 5,000 is because somebody got a pay raise and we have no control over that. I don't like blank checks and I think --

MICK LITTLE:

I would agree with you, Councilman, and be very happy to work with our attorney's office and the budget office in negotiating that future contract.

COUNCILMAN NOLEN:

I'd sure like to see that because I think if we can save some dollars it would help us out and, of course, you too.

MICK LITTLE:

Absolutely.

COUNCILMAN NOLEN:

We'd all look good. Thank you.

COUNCILMAN LURIE:

I just have one other question. How much money do we have outstanding on fines that people are on a pay -- payment plan?

MICK LITTLE:

At this point, I would say approximately 1.5 million dollars. I would say that as a result of some internal administrative procedures, we've instituted in this fiscal year and with the help of the M.I.S. Department on our automotive systems and at the direction of our judges wherein they allowed us to compute an installment payment on a yearly basis, as opposed to a previous procedure of \$25 per month. We have increased the average amount of an installment payment by \$10 per transaction. The trend is that this will

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984

IV(b) DEPARTMENT OF FINANCIAL MANAGEMENT

B. SIX-MONTH REVIEW OF GENERAL FUND EXPENDITURES.

PAGE 12

MICK LITTLE: continue to go up. So it's helping bring in that outstanding money.

COUNCILMAN LURIE: Okay, thanks, Mick.

MICK LITTLE: Thank you.

MAYOR BRIARE: Mr. Hall, would you want to take 5, 6, 7, 8, 9, 10 and 11 as a group or --

CITY MANAGER ASHLEY HALL: I think Mr. Marvin Leavitt is --

MAYOR BRIARE: I think number 12, there might be some individual comment on number 12. Do any of the Council members have any questions or comments on items 5, 6, 7, 8, 9, 10 or 11?

COUNCILMAN LEVY: I think those are pretty well spelled out.

MAYOR BRIARE: I thought so too and if there are no comments or questions -- do you have any comments, Mr. Leavitt, on any of these?

MARVIN LEAVITT: No, they're simply as a result of the attrition factor that's built into the budgets and they're -- most of them are small departments and unless employees happen to leave, that's just the situation they find themselves in.

MAYOR BRIARE: Are there any comments by any of the Council members on number 12? Then do we have any comments by the Council on the whole subject matter? Councilman Nolen.

COUNCILMAN NOLEN: The only comment I have, Your Honor, is that I would hope that the other department heads out there that weren't called to task, so to speak, on this have got the message that as the Council and the Mayor and the Administrative Staff, we're looking for accountability and we're expecting it from you and we don't want to be surprised down the road when we find there's deficit spending. We expect you to stay on top of it and notice a problem when it comes up and find corrective measures at that time.

MAYOR BRIARE: Councilman Lurie.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984

IV(b) DEPARTMENT OF FINANCIAL MANAGEMENT

B. SIX-MONTH REVIEW OF GENERAL FUND EXPENDITURES.

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COUNCILMAN LURIE:

Well, Mayor, I'd just like to include that it seems that every year at this time when we prepare our tentative budget, we go through the same thing, and we review our budget and we find that some of the departments have over expended and we have to tighten our belts in order to adjust to make sure that by the end of the year we're in line with the State Statutes and we have a balanced budget. This year I think that we've had some circumstances that created some additional problems for us and I think that with a new City Manager, and no reflection on Ashley or his predecessor, that I think it's time now that everyone understands that we have to live within the amount of money that we have available to spend for services and I would like to see a stronger emphasis placed on accounts receivable. I mean, the courts are looking at almost two million dollars in money that people are on payment plans to pay, parking tickets -- I know that we have probably half a million dollars in outstanding money there that should be in the General Fund of the City budget. Those are some areas that I'd like to see our staff review on how we can get those dollars in the budget along with some of these other recommendations to be implemented, and I think that we're on the right track and hopefully, by the time we complete with the Citizens Advisory Committee's recommendations and our recommendations. I think starting the new fiscal year you'll see some big changes around here.

MAYOR BRIARE:

Thank you.

CITY MANAGER ASHLEY HALL:

One comment right quickly, Mayor, if I might, members of the Council. I have instituted a meeting monthly commencing the month of February to meet with each department head to review their budget on a month-to-month basis and, you have to understand as well with some of the expenditures that take place in a budget cycle many times take place in the first part of the year, rather than the back part of the year, so some of the departments that are having problems at the present time, we recognized if they were projected straight through the end of the year, we'd have a problem, but I do know that with the help of the departments, with the help of the management staff that we will resolve the problems currently that we see in the budget. The budget will come in in the black.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV(b) DEPARTMENT OF FINANCIAL MANAGEMENT
B. SIX-MONTH REVIEW OF GENERAL FUND EXPENDITURES.

0038

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MAYOR BRIARE:

Thank you, Mr. Hall. I certainly echo the comments of each of the Council members with respect to the procedure that you set up here. I'd like to give you a buzz word I attribute to Councilman Levy and that's cross-utilization of manpower, both Mr. Donovan and Mr. Gilpin referred to something similar and I'm very impressed and I know, Mr. Hall, that you are too, and, Mr. Levy, I think you brought it up a couple of meetings ago that this cross-utilization of manpower is something that only the surface has been touched and it might be amazing what we can do by transferring personnel from one department to the other on a on-call basis.

CITY MANAGER ASHLEY HALL:

One comment right quickly on that too, Mayor. We are, at the request of Councilman Lurie, reviewing -- pardon me, Levy, we are reviewing every employee, critical hire that comes to us from departments -- we're reviewing that request on the basis of need, first of all, and second of all, utilization of other personnel within the City to be laterally transferred or transferred to a lesser priority to a higher priority for use.

COUNCILMAN LEVY:

Also, along that line, I have talked to some of the people on our committee, the 15 impact committee and have requested them to please go into the departments to see if they can help us, rather than trying to do it on the 10th Floor, to go into some of the departments and see if we can get them -- see where we have some extra help.

END OF EXCERPT

February 15, 1984

AGENDA*City of Las Vegas*

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

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ITEM**Council Action****Department Action**

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

JAN TAIT, ACTING DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

I. BUDGETED VACANT POSITIONS TO BE FILLED:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Detention Specialist	Detention & Correctional Services	\$1,446- 1,846	General
Financial/ Budget Analyst II	Budget & Management Services	\$1,833- 2,292	General
Admini- strative Assistant I	Public Services	\$1,458- 1,708	General

II. POSITION TO BE CREATED AND FILLED:
(POSITION IS SELF-SUPPORTING THROUGH
BUILDING INSPECTION REVENUES)

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Building Inspector Trainee	Building & Safety	\$1,596- 1,940	General

III. FEDERALLY FUNDED POSITION TO BE FILLED:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Financial/ Budget Analyst II	Financial Management	\$1,833- 2,292	Block Grant

Lurie -
APPROVED
Items I, II, & III
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Cor

City of Las Vegas

0040

AGENDA DOCUMENTATION

Date: February 15, 1984

TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGER
mp cool

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

PURPOSE/BACKGROUND

Of the 1,454 positions in the City's 1983-84 Fiscal Budget, 9.8% (142 positions) are currently vacant.

During the preceding month, City departments asked the Manager to request you to fill fourteen (14) positions. Only seven (7) of these requests have come before you, due to the fact that the Critical Hire Review Committee recommended either transfers from other departments or not filling the other seven (7).

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

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	<u>AUTHORIZED POSITIONS</u>	<u>NUMBER OF EMPLOYEES</u>	<u>VACANCIES</u>	<u>FILL EXISTING VACANCIES</u>	<u>FILL NEW POSITIONS</u>	<u>TOTAL REQUESTED</u>
Appointive	150	136	14	3	0	3
Classified	1148	1086	62	1	1	2
Contract	18	15	3	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>129</u>	<u>66</u>	<u>63</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1454	1312	142	4	1	5

FISCAL IMPACT

There are three types of requests before you. The first group, Budgeted Vacancies, includes three positions which are in the 1983-'84 budget, and replacement of those vacancies is considered critical. The second, Positions to be Created and Filled, is a request to create and fill a self-supporting position; the cost of the position for the remainder of the fiscal year (\$8,978, including fringes) will be more than made up by inspection revenues, which are up so far this year. The third, Federally Funded Positions, is 100% reimbursable (salary and fringes) through the Block Grant Program.

The total dollar savings realized through vacancies thus far in fiscal year 1983-'84 is \$638,448. If the positions that are currently vacant were to remain vacant for the remainder of fiscal 1983-'84, the estimated total savings for the year would be \$1,206,359.

RECOMMENDATION

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

Agenda Item

IV. (c)

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

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

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

PURCHASING & CONTRACTS DIVISION*A. AWARD OF BIDS

1. Pecos Road Improvements
Department of Engineering Services
2. Angel Park Detention Basin Improvements
Department of Engineering Services

*B. AWARD OF ANNUAL CONTRACTS & AGREEMENTS

1. Expendable Weed and Pest Control Chemicals
Department of Public Services
2. Fire Station Overhead Door Maintenance
Department of Fire Services

*C. PURCHASE ORDER APPROVAL

1. Printing of Forms
Department of Management Information Services
2. Dance Company Reimbursement
Department of Recreation & Leisure Activities
3. Waste Water Treatment Plant Replacement Parts
Department of Public Services

Lurie -
APPROVED as recommended Items A, B, & C.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Cool

1103

City of Las Vegas

0042

AGENDA DOCUMENTATION

Date: FEBRUARY 10, 1984

TO:
The City CouncilFROM:
MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	PECOS ROAD-CHARLESTON BLVD. TO OWENS AVENUE	<u>BID NUMBER:</u>	83.355D.19
<u>ITEM:</u>	CAPITAL PROJECT	<u>ESTIMATE:</u>	\$3,839,000.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	89
<u>FUNDING:</u>	CLARK COUNTY ROAD BOND 92% S.I.D. 44 4% GENERAL FUND 4%	<u>RESPONSES RECEIVED:</u>	11

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONTINUE THE RECONSTRUCTION OF TARGETED MAIN ARTERIAL STREETS WITHIN THE BOUNORIES OF CLARK COUNTY THAT WERE APPROVED FOR RECONSTRUCTION UNDER A CLARK COUNTY BOND ISSUE.

BID ABSTRACT SUMMARY

			<u>BID GROUP I</u>	<u>BID GROUP II</u>
WELLS CARGO, INC.	LAS VEGAS	NV	\$2,858,269.00	---
LAS VEGAS PAVING	LAS VEGAS	NV	\$2,894,225.60	---
J.R. JACKS TRUCKING	LAS VEGAS	NV	\$2,957,653.35	---
M.M.C., INC.	LAS VEGAS	NV	\$3,099,510.00	---
NEVADA ROCK & SAND	LAS VEGAS	NV	\$3,175,909.35	---
INDUSTRIAL CONST.	HENDERSON	NV	\$3,225,603.53	---
STRATTON ELEC.	LAS VEGAS	NV	---	\$471,638.56
DESERT CONST.	LAS VEGAS	NV	---	\$494,029.70
BONGBERG & WHITNEY	LAS VEGAS	NV	---	\$512,687.94
ACME ELECTRIC	LAS VEGAS	NV	---	\$519,133.72
AMERICAN ELECTRIC	LAS VEGAS	NV	---	\$524,592.00

STAFF RECOMMENDATION OF AWARD SUBJECT TO APPROVAL OF THE BOARD OF CLARK COUNTY COMMISSIONERS
THAT THE LOW BID BE AWARDED TO:

WELLS CARGO, INC.	LAS VEGAS	NV	\$2,858,269.00 - BID GROUP I
STRATTON ELECTRIC	LAS VEGAS	NV	\$ 471,638.56 - BID GROUP II
TOTAL AWARDED:			\$3,329,907.56

RECREATION AND LEISURE ACTIVITIES HAS AGREED TO ALLOW WELLS CARGO TO USE AN UNDEVELOPED PORTION OF FREEDOM PARK: TO LOCATE A CONSTRUCTION TRAILER, STORE CONSTRUCTION EQUIPMENT AND STOCKPILE MATERIAL. WELLS CARGO HAS AGREED TO MAINTAIN THE AREA AND CLEAN IT UP AFTER THEIR USE, AND HAS AGREED TO PAY \$250 PER MONTH RENT WHILE USING THE AREA.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM A CLARK COUNTY BOND ISSUE, S.I.D. 444, AND THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington
 Dan R. Pilkington, Director
 Department of General Services

Agenda Item

SECTION A PAGE 1
 IV (g)

City of Las Vegas

0043

AGENDA DOCUMENTATION

Date: FEBRUARY 3, 1984

TO:
The City CouncilFROM:
MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

2. BID TITLE: ANGEL PARK DETENTION BASIN PHASE IIA BID NUMBER: 84.3550.1

ITEM: CAPITAL IMPROVEMENT ESTIMATE: \$2,025,000.00

DEPARTMENT: ENGINEERING SERVICES INVITATIONS MAILED: 52

FUNDING: CLARK COUNTY FLOOD BOND RESPONSES RECEIVED: 9

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONSTRUCT PHASE IIA OF THE ANGEL PARK DETENTION BASIN AND OUTLET DRAIN.

BID ABSTRACT SUMMARY

			BID GROUP	
			I	II
J.R. JACKS TRUCKING	LAS VEGAS	NV	\$1,307,495.20	\$562,280.00
VALLEY GRADING CORP.	N.LAS VEGAS	NV	\$1,347,887.00	\$548,476.00
C & S COMPANY	LAS VEGAS	NV	\$1,373,523.00	NO BID
RON LEWIS CONSTRUCTION	MOAPA	NV	\$1,496,688.25	\$666,000.00
CONTRI CONSTRUCTION	RENO	NV	\$1,416,773.00	\$563,200.00
FREHNER CONSTRUCTION	N.LAS VEGAS	NV	\$1,704,418.00	NO BID
BURDICK CONTRACTORS	LAS VEGAS	NV	NO BID	\$463,920.00
LONGLEY CONSTRUCTION	LAS VEGAS	NV	NO BID	\$543,630.00
M.M.C., INC.	LAS VEGAS	NV	NO BID	\$548,880.00

STAFF RECOMMENDATION OF AWARD SUBJECT TO THE BOARD OF COUNTY COMMISSIONERS APPROVALTHAT THE LOW BID BE AWARDED TO:

J.R. JACKS TRUCKING	LAS VEGAS	NV	\$1,307,495.20	BID GROUP I
BURDICK CONTRACTORS	LAS VEGAS	NV	\$ 463,920.00	BID GROUP II
TOTAL AWARDED:			\$1,771,415.20	

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR B3-84. FUNDS ARE AVAILABLE FROM A CLARK COUNTY FLOOD BOND.

RECOMMENDATIONS

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

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

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 2
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: FEBRUARY 3, 1984

0044

TO: The City Council

FROM: MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. BID TITLE: HERBICIDES AND PESTICIDES BID NUMBER: 84.9999.43
ITEM: EXPENDABLE SUPPLIES ESTIMATE: \$ 145.55
TOTAL UNIT PRICE
\$10,550.00
ANNUAL USAGE

DEPARTMENT: VARIOUS INVITATIONS MAILED: 11
FUNDING: VARIOUS RESPONSES RECEIVED: 3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONTROL WEEDS AND INSECTS ON MEDIAN ISLANDS, PARKS
AND SCHOOL/PARK COMBINATIONS, CEMETERY, AND WASTEWATER TREATMENT PLANT PROPERTY.

BID ABSTRACT SUMMARY

			<u>ITEM UNIT PRICE</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
CLARK COUNTY WHOLESALE	LAS VEGAS	NV	\$23.25	\$14.50	\$76.00	\$30.00
TURF EQUIPMENT	LAS VEGAS	NV	NO BID	\$ 8.50	\$77.45	\$31.40
LAS VEGAS FERTILIZER	NORTH LAS VEGAS	NV	\$23.60	\$15.25	\$79.75	\$34.50

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

CLARK COUNTY WHOLESALE LAS VEGAS NV \$129.25 UNIT PRICE (ITEMS 1, 3, AND 4 ONLY)
TURF EQUIPMENT LAS VEGAS NV \$ 8.50 UNIT PRICE (ITEM 2 ONLY)
(\$10,550.00 ANNUAL ESTIMATE)

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT AN ADDITIONAL TWELVE
(12) MONTHS AT THE END OF THE ORIGINAL CONTRACT IF PRICES CAN BE NEGOTIATED THAT ARE NOT
MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS
MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM VARIOUS DEPARTMENT
FUNDS.

RECOMMENDATIONS

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

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

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 1
IV (g)

AGENDA DOCUMENTATION

Date: FEBRUARY 3, 1984

TO:
The City Council

FROM:
MIKE COOL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. <u>BID TITLE:</u>	OVERHEAD DOOR MAINTENANCE	<u>BID NUMBER:</u>	84.9999.59
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$9,500.00
<u>DEPARTMENT:</u>	FIRE SERVICES	<u>INVITATIONS MAILED:</u>	12
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS SERVICE IS NEEDED TO PROVIDE NECESSARY MONTHLY MAINTENANCE AND REPAIRS FOR TWENTY-EIGHT (28) OVERHEAD DOORS THAT ARE ELECTRICALLY OPERATED AT ALL THE CITY OF LAS VEGAS FIRE STATIONS.

BID ABSTRACT SUMMARY

			<u>TOTAL POINTS</u>	<u>TOTAL COST</u>
HARRISON DOOR COMPANY	LAS VEGAS	NV	41,774	\$ 7,260.00
OVERHEAD DOOR COMPANY	LAS VEGAS	NV	32,554	\$ 9,600.00
M.J. "BUD" GIBSON CO.	LAS VEGAS	NV	26,640	\$21,120.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

HARRISON DOOR COMPANY LAS VEGAS NV \$7,260.00

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT AN ADDITIONAL TWELVE (12) MONTHS AT THE END OF THE ORIGINAL CONTRACT IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 2
IV (g)

City of Las Vegas

0046

AGENDA DOCUMENTATION

Date: FEBRUARY 3, 1984

TO: The City Council

FROM: MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>PURCHASE REQUEST:</u>	1340-511
<u>DESCRIPTION:</u>	SEWER SERVICE BILLS	<u>FUNDING:</u>	SANITATION
<u>DEPARTMENT:</u>	MANAGEMENT INFORMATION SERVICES	<u>ESTIMATE:</u>	\$5,510.10

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE THE CITY WITH THE NECESSARY FORMS TO BILL FOR SERVICES RECEIVED BY HOME OWNERS AND BUSINESSES.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

MOORE BUSINESS FORMS	LAS VEGAS	NV	\$5,510.10
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE SANITATION FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 1
IV (g)

City of Las Vegas

0047

AGENDA DOCUMENTATION

Date: FEBRUARY 3, 1984

TO: The City Council

FROM: MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

2. <u>ITEM:</u>	PROFESSIONAL SERVICES	<u>PURCHASE REQUEST:</u>	2633-957
<u>DESCRIPTION:</u>	PAYMENT FOR PERFORMANCE	<u>FUNDING:</u>	SPECIAL REVENUE FUND
<u>DEPARTMENT:</u>	RECREATION AND LEISURE ACTIVITIES	<u>ESTIMATE:</u>	\$6,500.00

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REIMBURSE A PROFESSIONAL DANCE COMPANY FOR SCHEDULED DANCE PERFORMANCES AT THE CHARLESTON ARTS CENTER FEBRUARY 15 THROUGH FEBRUARY 19, 1984.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

RIRIE-WOODBURY DANCE CO.	SALT LAKE CITY	UT	\$6,500.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR B3-B4. FUNDS ARE AVAILABLE IN THE SPECIAL REVENUE FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 2
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: FEBRUARY 3, 1984 0048TO:
The City CouncilFROM:
MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

3. <u>ITEM:</u>	CAPITAL EQUIPMENT	<u>PURCHASE REQUEST:</u>	7110-1549
<u>DESCRIPTION:</u>	REPLACEMENT CENTER POST ASSEMBLY	<u>FUNDING:</u>	SANITATION
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>ESTIMATE:</u>	\$14,000.00

NEED FOR PURCHASE

THIS PURCHASE ORDER IS NECESSARY TO REPLACE THE CENTER POST ASSEMBLY FOR THE TRICKLING FILTER ASSEMBLY NO. 2. THIS CENTER POST ASSEMBLY IS MALFUNCTIONING AND MUST BE REPLACED TO MEET B.O.D. EFFLUENT DISCHARGE STANDARDS. SOLE SOURCE. THIS FIRM DESIGNED, MANUFACTURED AND INSTALLED THE ORIGINAL EQUIPMENT AND HAS PROPRIETARY RIGHTS TO THAT DESIGN.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

EIMCO, INC.	SALT LAKE CITY	UT	\$13,000.00
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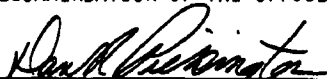
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE SANITATION FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 3
IV (g)

0049

AGENDA*City of Las Vegas*

February 15, 1984

Page 13

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

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICESC. E. GILPIN, DIRECTOR*CONSENT AGENDA

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

*A. APPROVAL OF SUBDIVISION MAPS

It is recommended that the following final maps be approved subject to posting of bonds and signing of agreements and plans within thirty days. All engineering designs are being processed.

1. Olive Tree Condominiums. (Olive Tree Apts. - property generally located on the north side of Bromley Ave., east of Jones Blvd. No. of acres: 0.96, No. of units: 47, Zoned R-4.

2. Sierra Oeste. (Sierra Oeste - property generally located on the south side of Lake Mead Blvd., west of Jones Blvd. No. of acres: 9.07, No. of lots: 39, Zoned R-3)

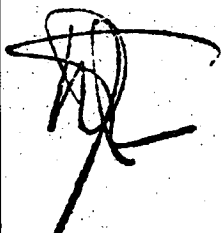
3. Valley West VIII #3. (Valley West VIII - property generally located south of Charleston Blvd., west of Merialdo Lane, No. of acres: 13.8, No. of lots: 55, Zoned R-1)

Lurie -
APPROVED
Items A, B, C, D, &
E with the exception
that Item A.3 was
stricken from the
agenda.
Unanimous

Staff to proceed

TO BE STRICKEN
FROM THE AGENDA.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*February 15, 1984
Page 14CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

All offsite improvements on the following subdivisions have been completed in accordance with agreements and City standards except for the final correction list.

1. Willowcrest #1. (Collins Home Manufacturing - property generally located on the southwest corner of Westcliff Dr., and Roland Wiley Dr., No. of acres: 19.6, No. of lots: 130, Zoned R-1 and R-CL)

2. Charleston Heights 55-C. (Becker and Sons - property generally located on the southwest corner of Michael Way and Cheyenne Rd., No. of acres: 11.4, No. of lots: 180, Zoned RPD-18)

3. Charleston Heights 50-H. (Alvernie Apartments - property generally located on the northwest corner of Lake Mead Blvd. and Stacey Ave., No. of acres: 2.6, No. of lots: 9, Zoned R-3)

*C. RELEASE OF BOND

All offsite improvements have been completed, inspected, and accepted. The bond may be released.

1. Location: 3700 Regulus Ave.
Use: Curb, sidewalk, street, driveways
Builder: Tiger Investments
Surety Co.: Cash Bond deposited in Valley Bank of Arizona
Amount: \$10,000
Bond No.: CLV #46-83

Lurie -
APPROVED
Items A, B, C, D & E with the exception that Item A.3 was stricken from the agenda.
Unanimous

Staff to proceed

Lurie -
APPROVED
Items A, B, C, D & E with the exception that Item A.3 was stricken from the agenda.
Unanimous

Clerk to notify
& Staff to proceed

APPROVED AGENDA ITEM

AGENDA

0051

February 15, 1984
Page 15CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM Council Action Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)

*D RELEASE OF CONTRACT RETENTION

All work has been completed in accordance with contract plans and specifications and the work has been inspected.

1. Bid No.: 83.1730:7
 Contractor: Desert Construction, Inc.
 For: Bid Group II & III
 Traffic Signal Installations, Maryland Parkway & Ogden Ave.; 13th St. & Ogden Ave.; Maryland Parkway & Carson Ave.; 13th St. & Carson Ave.; Main St. & Bridger Ave.; Torrey Pines & Alta Dr.; Arville St. & Charleston Blvd.
 Notice of Completion: January 13, 1984
 Release Date: February 16, 1984

Lurie -
 APPROVED
 Items A, B, C, D & E with the exception that Item A.3 was stricken from the agenda.
 Unanimous

Clerk to notify & Staff to proceed

*E. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed
 From: Jack P. Libby, a married man; Norman A. Peterson, a married man; and Elaine Blake, an unmarried woman, all as tenants in common
 To: City of Las Vegas
 For: Portion of SE-1/4, Sec. 23, T20S, R60E West Lake Mead Blvd. (1/25/84)

Lurie-
 APPROVED
 Items A, B, C, D & E with the exception that Item A.3 was stricken from the agenda.
 Unanimous

Staff to proceed

APPROVED AGENDA ITEM

0052

AGENDA*City of Las Vegas*

February 15, 1984

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CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)*E. ACCEPTANCE OF RIGHT OF WAY ITEMS
(Continued)2. Grant Deed
From:Donald J. Laughlin, a
married man as his
sole and separate
property

To:

City of Las Vegas

For:

Portion of SW-1/4

NW-1/4, Sec. 34,

T20S, R60E

Alta Dr. (1/6/84)

3. Grant Deed

From:

C M & A Partnership

To:

City of Las Vegas

For:

Portion of Lot 16,

Block 29, South Addi-

tion to Las Vegas

Radius corner at 6th

St. and Garces Ave.

(12/28/83)

Previously recorded

as Document No.

1812594 in Book 1853

on December 29, 1983

in the Office of the

County Recorder,

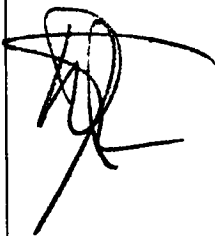
Clark County, Nevada

APPROVED

See page 15

See page 15

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*February 15, 1984
Page 17CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)*E. ACCEPTANCE OF RIGHT OF WAY ITEMS
(Continued)

4. Grant, Bargain, Sale Deed
From: Elsie A. Brodtkin,
Trustee of the Michael
F. Brodtkin Testament-
ary Trust
To: City of Las Vegas
For: Portion of SE-1/4,
Sec. 23, T20S, R60E
West Lake Mead Blvd.
(11/10/83)
Previously recorded
as Document No.
179539 in Book 1834
on November 16, 1983;
and re-recorded as
Document No. 1825841
in Book 1866 on
January 27, 1984, in
the Office of the
County Recorder, Clark
County, Nevada

APPROVED
See page 15

See page 15

F. APPROVAL OF TRAFFIC AND PARKING ITEMS

Traffic and Parking Commission recommends
approval of the following items:

1. Request by Daniel Halby for a drive-
way variance and median modification at
2496 West Charleston Boulevard.

Lurie & Levy -
APPROVED, subject
to conditions.
Unanimous

Staff to proceed

Dr. Halby
appeared

2. Request that the Golden Goose Casino
be allowed to load and unload tour bus
passengers in an existing three-minute
passenger loading zone.

Levy -
APPROVED as recom-
mended by the
Traffic & Parking
Commission.
Motion carried with
Christensen voting
"No."

Staff to proceed

Tom Bell, Atty. &
Herb Pastor appear
on behalf of the
request.

APPROVED AGENDA ITEM

City of Las Vegas

0054

AGENDA DOCUMENTATION

Date: February 9, 1984

TO:
The City CouncilFROM:
DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST BY DANIEL HALBY FOR A DRIVEWAY VARIANCE AND MEDIAN
MODIFICATION AT 2496 WEST CHARLESTON BOULEVARDPURPOSE/BACKGROUND

Dr. Daniel W. Halby, D.O., is planning to build a medical office building on West Charleston Blvd. opposite Strong Dr. The office is expected to generate over 2700 trips per day, a large number for a medical office building. Our normal driveway width for uses of this type is 32 feet. Dr. Halby has requested:

- a. That a 65 foot wide driveway be allowed so that two lanes each "in" and "out" can be provided.
- b. That the short curbed median on Charleston Blvd. just west of Strong Dr. be removed to provide a special left-turn lane into the medical building from west on Charleston Blvd.

FISCAL IMPACT

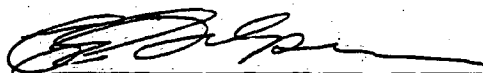
None. The applicant, as a condition of approval, shall bear all costs of the median removal.

RECOMMENDATIONS

The Traffic and Parking Commission reviewed the request and recommends that:

1. One 40 foot driveway be approved opposite Strong Dr. The Commission agrees that, due to the relatively heavy traffic expected, a width greater than 32' is justified. However, the Commission feels that a 65' wide driveway is inappropriate.
2. The median to be removed on West Charleston Blvd. just west of Strong Dr.
3. Engineering plans for the driveway design and median removal shall be approved by the Traffic Engineering Division and Department of Community Planning, as well as other agencies, as appropriate.
4. All costs of the removal shall be borne by the developer.

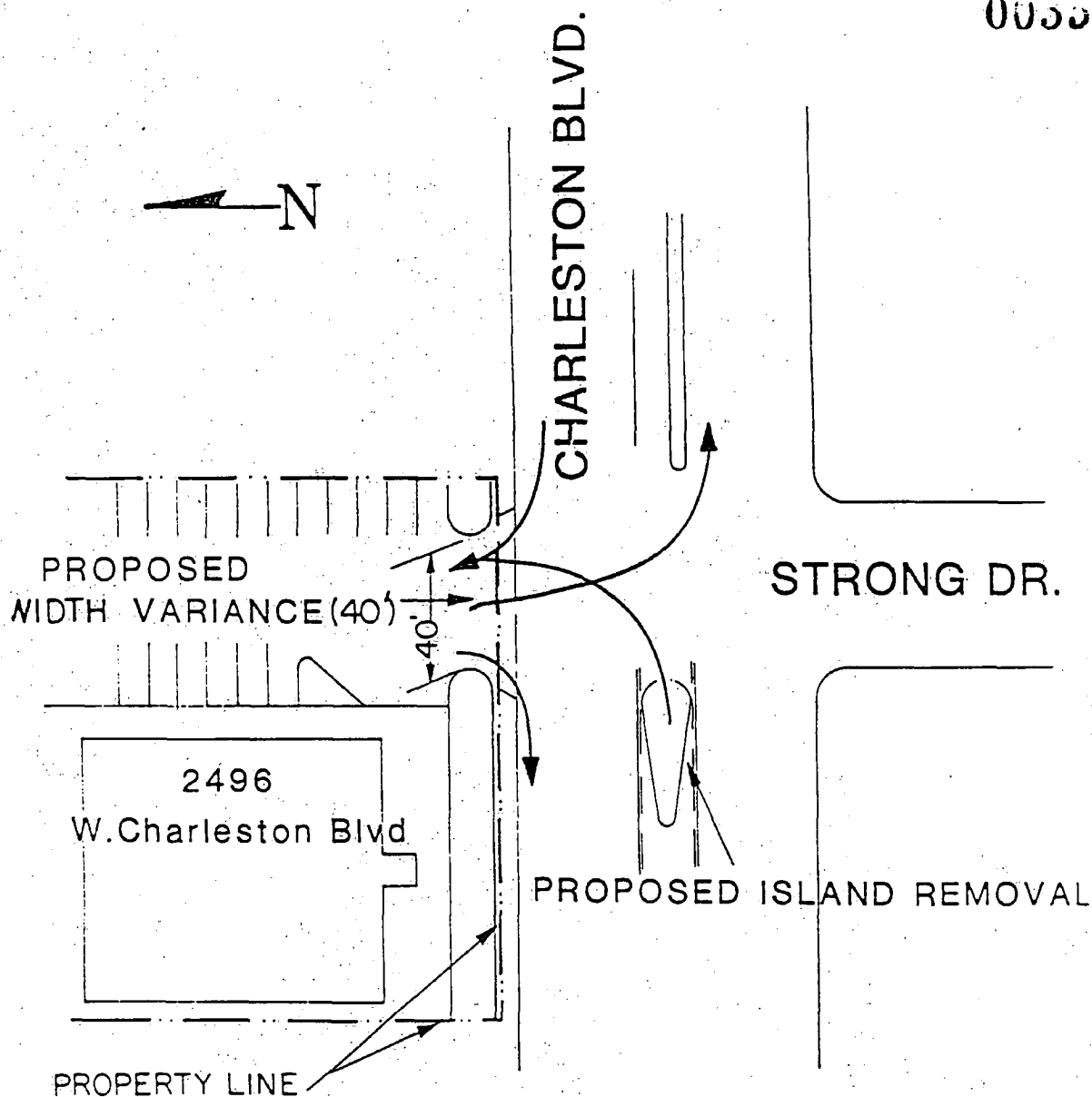
The City engineering staff concurs.



C. E. GILPIN
Director of Engineering Services

Agenda Item 2/15/84

IV (i). F. 1.



PROPOSED ISLAND REMOVAL
AND DRIVEWAY WIDTH VARIANCE

GENERAL PRACTICE

DANIEL W. HALBY, D.O., LTD.
3900 W. Charleston
Suite T-1
Las Vegas, Nevada 89102
Phone: 870-6774

November 22, 1983

Traffic and Parking Commission
C/O Richard T. Romer
City Hall
407 East Stewart
Las Vegas, Nevada 89101

Dear Mr. Romer,

I am planning to build a professional building at 2496 West Charleston. I would like to make two formal requests:

- I) Obtain variance on my curb cut so that I may have a 65' wide drive-way. The reason being, a) This is the only egress and ingress to my property from the street. b) It is very difficult to turn off of West Charleston to enter a drive-way and if the drive-way is not wide enough, a bottle neck of the West Charleston traffic is created.
- II) I would like to obtain your approval to modify the islands in the middle of West Charleston street in front of my property on 2496 West Charleston. This modification would facilitate the traffic egressing and ingressing from my property to West Charleston.

Sincerely,



Daniel W. Halby, D.O.
3900 West Charleston T-1
Las Vegas, Nevada 89102

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 9, 1984

TO:

The City Council

FROM:

DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST THAT THE GOLDEN GOOSE CASINO BE ALLOWED TO LOAD AND UNLOAD TOUR BUS PASSENGERS IN AN EXISTING THREE MINUTE PASSENGER LOADING ZONE

PURPOSE/BACKGROUND

Herb Pastor, of the Golden Goose Casino, requests approval to load and unload passengers from tour buses at the existing passenger loading zone on Fremont Street in front of the casino.

The two parking lanes on Fremont Street are very narrow and are used mainly for taxi zones, passenger loading zones and metered parking. The closest tour bus zone is on the west side of First Street north of Fremont Street.

Mr. Pastor says that he is negotiating to acquire the businesses on the northwest corner of First Street and Fremont Street. When, and if, the negotiations are completed, the tour bus zone on First Street will serve the casino's needs.

The Traffic and Parking Commission reviewed the request and recommends approval subject to:

- a. Approval on a six-month trial basis with a review by the Commission at that time.
- b. The buses are to approach Fremont Street from Carson Avenue along First Street, turning left onto Fremont Street to the loading area. If the buses approach from the opposite direction, turning right onto Fremont St., there is a high probability of striking the signal pole in the northwest corner of the intersection.

The Downtown Progress Association also reviewed the request and recommends approval on a twelve-month trial basis.

FISCAL IMPACT

None, if as a condition of approval, the applicant is required to reimburse the City the cost of installation. Cost will be not more than \$150.00.

RECOMMENDATIONS

The City engineering staff concurs with the Traffic and Parking Commission recommendation, specifically:

- a. On a six-month trial, subject to review at that time.
- b. Buses are to approach Fremont Street along First Street from the west.
- c. The applicant is to reimburse the City the cost of installation.

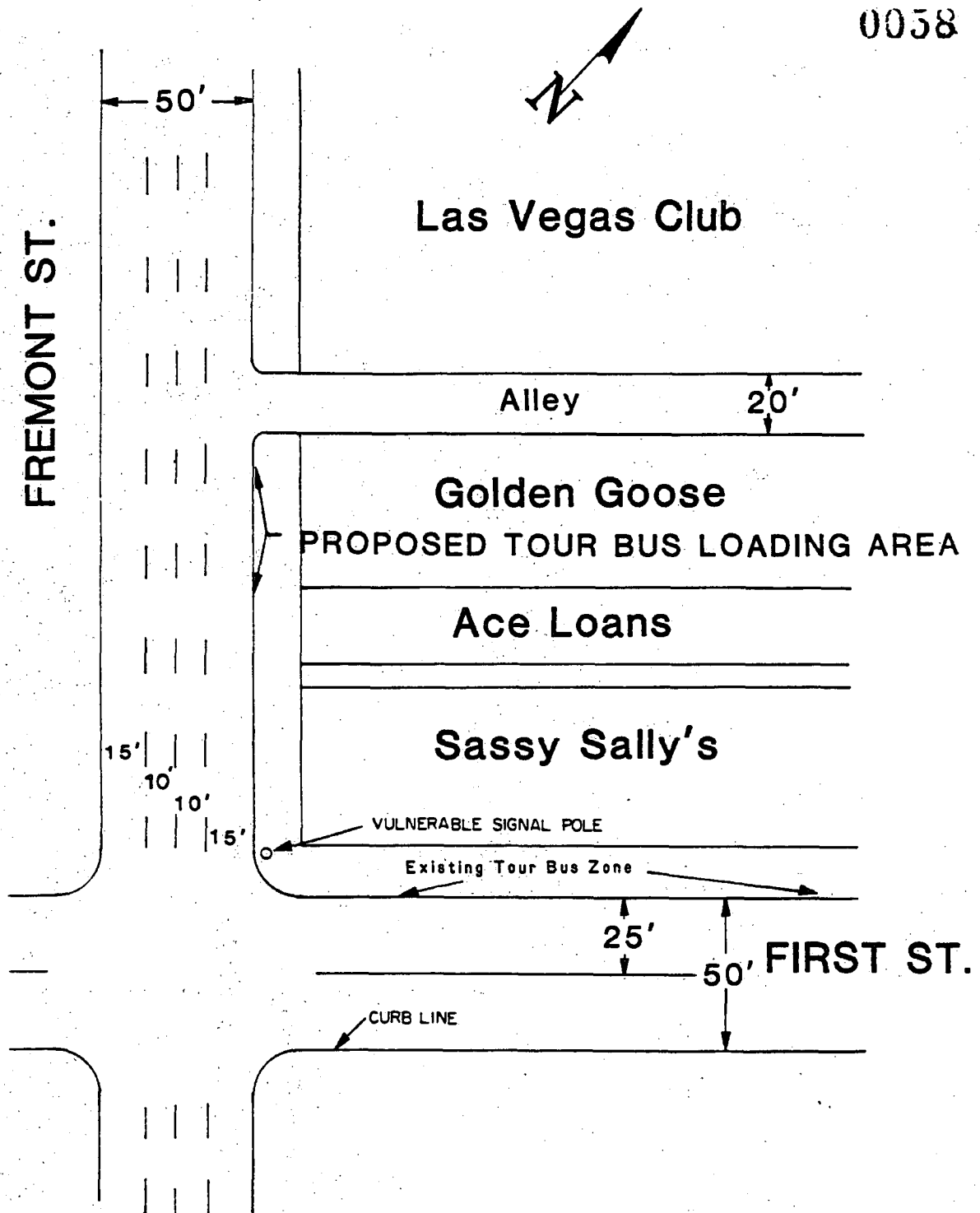


C. E. GILPIN
Director of Engineering Services

Agenda Item 2/15/84

IV (i). F. 2.

0058



PROPOSED TOUR BUS LOADING AREA

at 20 E. Fremont St.

0059

Downtown Progress Association

OF LAS VEGAS

401 South Third Street • Las Vegas, Nevada 89101 • Telephone (702) 382-6397

6 February 1984

Honorable Mayor and
City Council
City of Las Vegas
400 E. Stewart Avenue
Las Vegas NV 89101

Dear Mayor and Councilmen,

At a meeting of the Downtown Progress Association, February 2, members unanimously agreed to grant Herb Pastor Enterprises temporary permission to load and unload tour buses in front of the Golden Goose Casino on Fremont Street.

We respectfully request that Mr. Pastor be granted this variance for a period of twelve months.

Respectfully submitted,

DOWNTOWN PROGRESS ASSOCIATION

Deborah Millett

Deborah Millett
Executive Secretary

cc: Herb Pastor

BOARD OF DIRECTORS

Don E. Ashworth
Chairman
William S. Boyd
Co-Chairman
Ward Wengert
Secretary/Treasurer

Harvey Diederich
Reno N. Frusza
Jeanne Hood
George Kemple
Bruce Layne
Ann S. Meyers

Joe Mikulich
Bruce Morris
Barry Perea
R. G. Taylor
Andy Tompkins
Andrew Zorne

Mayor Bill Briare
Honorary Director
Oran K. Gragson
Consultant
Deborah Millett
Executive Secretary

AGENDA*City of Las Vegas*February 15, 1984
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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

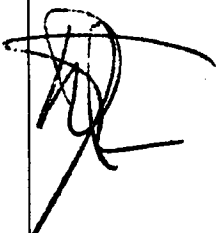
Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)G. REPORTS/ACTION1. Request from Collins Brothers Corp-
oration for an Encroachment Agreement on
Shermcrest Way, south of Alexander Road.Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

0061

AGENDA DOCUMENTATION

Date: February 9, 1984TO:
The City CouncilFROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST FROM COLLINS BROTHERS CORPORATION FOR AN ENCROACHMENT AGREEMENT
ON SHERMCREST WAY, SOUTH OF ALEXANDER ROADPURPOSE/BACKGROUND

Collins Brothers Corporation has requested permission to enter into an Encroachment Agreement to allow landscaping in the public right of way on Shermcrest Way between Gowan Road and Alexander Road in their Woodcrest subdivision.

The landscaping will consist of pine trees, shrubs, grass and sprinklers. It will be located in the median islands and in 20' "parkway strips" along both sides of the street.

The applicant has signed our standard Encroachment Agreement which defines maintenance responsibility and liability and has submitted a copy of the Covenants, Conditions, and Restrictions (C.C. & R.'s) for the tract, which provides funding for perpetual maintenance.

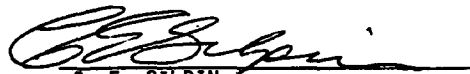
The applicant has paid the required fee.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the Mayor to execute the Encroachment Agreement.


C. E. GILPIN
Director of Engineering Services

Agenda Item 2/15/84

IV (i). G. 1.



0062

January 18, 1984

Mr. Charles Turk
City of Las Vegas
400 E. Stewart
Las Vegas, Nevada 89101

Re: Woodcrest Landscaping

Dear Mr. Turk:

Attached hereto is the executed Right of Way Encroachment Agreement along with a copy of the recorded CC & R'S for the Woodcrest Homeowners Association. Exhibit "A" of the Encroachment Agreement is the same Exhibit "A" as described in the Homeowners CC & R'S Exhibit "A".

Should there be any questions, please call.

Sincerely,



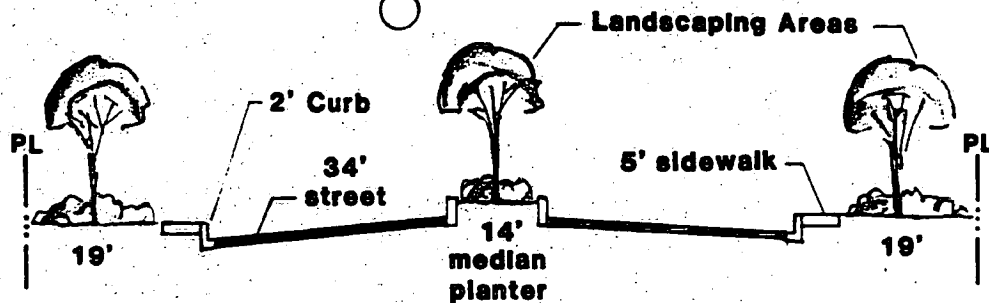
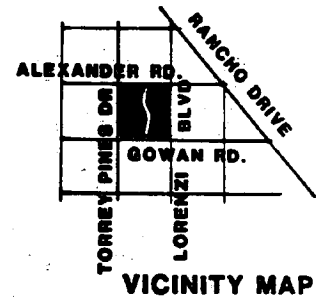
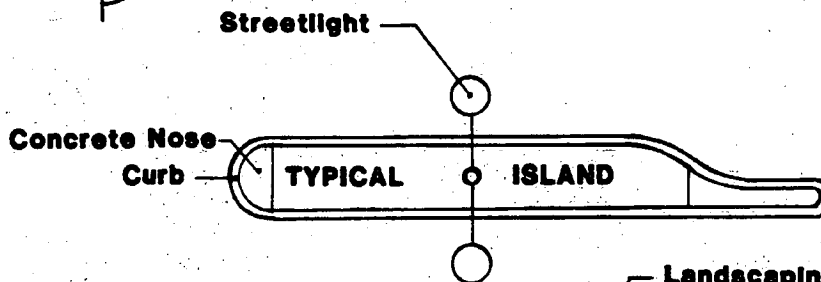
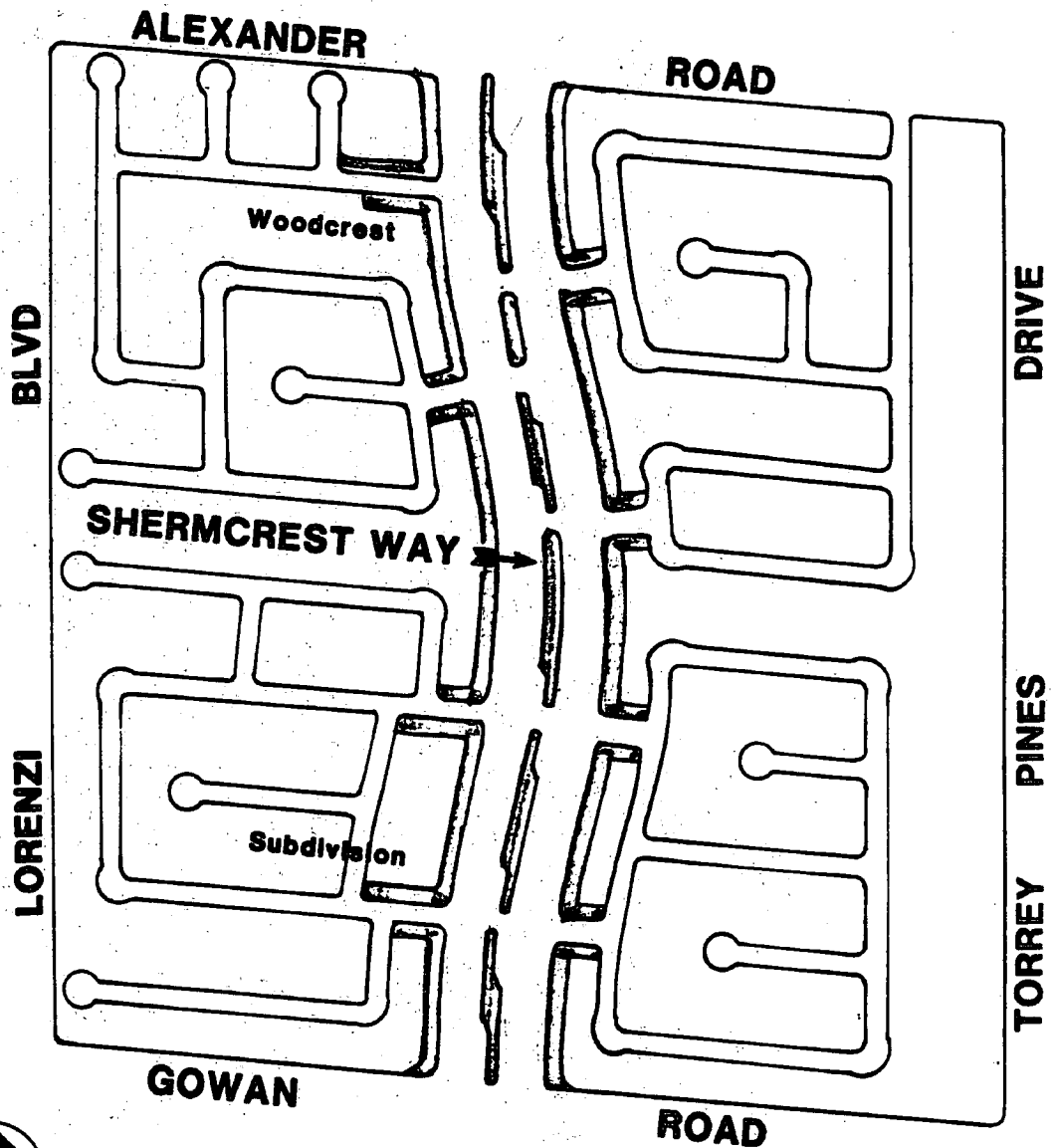
COLLINS BROTHERS CORP.

Bruce Graves
Projects Supervisor

BG:mb

Enc.

GENERAL BUILDERS
BOX 42427 HUNTRIDGE STATION • LAS VEGAS, NEVADA 89116 • PHONE (702) 736-6151



WOODCREST LANDSCAPING

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

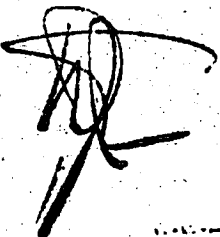
Department Action

IV(j) OFFICE OF ARCHITECTURAL SERVICES AND
PROJECT CONTROL
THOMAS B. GRAHAM, AICP, RLA, DIRECTOR

1116

A. DISCUSSION AND POSSIBLE ACTION ON CONTRACT
MODIFICATION AND WARRANT PAYABLE REQUEST -
CENTRAL FIRE STATION PROJECTLevy -
APPROVED as recom-
mended by staff.
UnanimousStaff to proceed
Tom Graham
appeared

APPROVED AGENDA ITEM



City of Las Vegas

0065

AGENDA DOCUMENTATIONDate: FEBRUARY 6, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - FEBRUARY 15, 1984
IV(j) OFFICE OF ARCHITECTURAL SERVICES AND PROJECT CONTROLPURPOSE/BACKGROUNDCONTRACT MODIFICATION APPROVALDESCRIPTION: Architectural/Engineering
Services - Central Fire
StationFUNDING: Central Fire Station
Capital Improvement
FundDEPARTMENT: Office of Architectural Services
and Project ControlAMOUNT: \$7,032.00NEED FOR MODIFICATION

The need for this action is based upon field changes reviewed and recommended by the Architect and the Office of Architectural Services and Project Control that will benefit the City of Las Vegas and improve the overall quality of the project construction.

STAFF RECOMMENDATION
FOR CONTRACT MODIFICATION APPROVAL

Harris Sharp and Associates

\$7,032.00

Original Contract Award \$265,536.00

Modification #1 3,056.00 - Additional engr. services for
structural design of two additional
floors - future expansion

Modification #2 3,149.64 - N.D.O.T. revisions of freeway r/w

Modification #3 7,032.00 - Ceramic veneer modifications for
quirk mitering of cornersTOTAL CONTRACT AMOUNT
INCLUDING THIS MODIFICATION \$278,773.64FISCAL IMPACT

Funds budgeted for fiscal year 1983-84. Office of Budget & Management states funds are available from a Central Fire Station Capital Improvement Fund.

RECOMMENDATIONS

It is the recommendation of the City Manager's Office that this item be approved, and that Financial Management issue a warrant payable to Harris Sharp & Associates in the amount of \$7,032.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, AIA, DIRECTOR
Office of Architectural Services and
Project Control

Agenda Item

IV(j)A.

AGENDA

City of Las Vegas

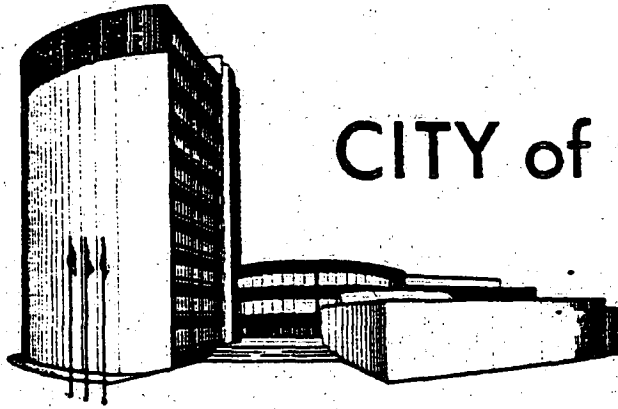
CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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February 15, 1984

ITEM		Council Action	Department Action
	V. GEORGE F. OGILVIE - CITY ATTORNEY		
126	A. Appeal of Work Card Denial: Laura Lea Heymer 1212 Smoke Tree Avenue Las Vegas, Nevada	Levy - Appeal DENIED Unanimous	Clerk to notify Appellant was not present
127	B. Professional Services Agreement with Bill Gladding -- Operation of City Softball Program	Lurie - APPROVED Agreement. Motion carried with Christensen voting "No." Nolen requested staff to get RFP's for the Softball Program distributed early in year for 84-85 Program.	Staff to proceed
128	C. Resolution Accepting Bids for Special Improvement District No. 444 Step No.: 12B - Resolution Accepting Bids Improvements: Include the installation of a nine foot wide parking lane, standard "L" type curbs and gutters, concrete sidewalks, street lighting and sewer laterals from existing sewer mains to the front property line adjacent to vacant properties. Location: On both sides of Pecos Drive from Charleston Boulevard to Owens Avenue	Lurie - Resolution ADOPTED Unanimous	Staff to proceed

0067

MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 1, 1984

Ms. Laura Lea Heymer
1212 Smoke Tree Avenue
Las Vegas, Nevada 89120

Dear Ms. Heymer:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. Please be advised that this matter will be heard on Wednesday, February 15th, 1984, at the regularly scheduled City Council meeting. This matter will be heard sometime between 10 A.M. and 12 Noon. I would advise you to be present at 10 A.M. and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons that your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so. Also, you should bring to the hearing all other materials which you feel may assist you in your appeal.

Sincerely,


CAROL ANN HAWLEY
CITY CLERK

CAH/lah

cc: CITY ATTORNEY, METROPOLITAN POLICE DEPARTMENT - SIB

V.A.



0068

February 1, 1984

Carol Ann Hawley
City Clerk
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Hawley:

This letter constitutes my formal appeal of denial of a work card by the Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,

Laura Lea Heymer

MS. LAURA LEA HEYMER
1212 SMOKE TREE AVENUE
LAS VEGAS, NEVADA 89120

Laura Lea Heymer

AGENDA DOCUMENTATION

Date: February 9, 1984

TO: The City Council

FROM: *Janson F. Stewart*
Janson F. Stewart
Chief Civil Deputy Attorney

SUBJECT: Professional Services Agreement with Bill Gladding -- Operation of City Softball Program

PURPOSE/BACKGROUND

At the City Council meeting on February 1, 1984, the Council directed the City Attorney's Office to prepare a professional services contract which would turn over the City's softball program to William Gladding to operate as an independent contractor. The Agreement placed on the agenda is in response to the Council's request.

Generally, the Agreement provides for Gladding to operate the softball program for the 1984 season. If the City wants to continue into the 1985 or subsequent seasons, a new agreement would have to be negotiated. The team fees for the 1984 season are set forth in the Agreement at \$515.00. Any other fees, such as tournament fees, can only be charged with approval of the Council.

A provision in this Agreement provides that a lease will be executed between Gladding and the City which will permit Gladding to possess the Sports office near Reed Whipple for 1984 at a nominal fee of \$10.00. Gladding is to pay for his own employees and expenses.

FISCAL IMPACT

The Department of Recreation and Leisure Activities estimates that there will be \$100,000.00 saved by this Agreement.

RECOMMENDATIONS

It is recommended that the Agreement between the City and William Gladding be considered by the Council.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V-B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the City of Las Vegas, Nevada (hereinafter "City") and William Gladding (hereinafter "Gladding") is entered into this 1st day of March, 1984.

In consideration of the mutual promises and covenants contained herein:

1. City agrees to hire Gladding and Gladding agrees to provide to City the professional services necessary to conduct the City's previously established adult softball program according to the terms set forth herein.

2. Gladding shall establish and develop leagues for softball teams for persons 16 years and older. The leagues shall be established according to the skill level of the players and shall be operated in a similar manner as the City's softball program has been recently operated.

3. Gladding shall operate the softball program for the 1984 season. Scheduled softball games shall begin on or about April 1, 1984, and all games including tournament play shall end by August 15, 1984. However, the Director of the Department of Recreation and Leisure Activities may, at his discretion, extend the August 15th date a reasonable time to accommodate Gladding's program as long as such extension does not interfere with any City sponsored or permitted activities. This Agreement shall expire at the end of Gladding's softball program but in no event later than September 30, 1984. Gladding's program shall provide a minimum of 17 games for each team during the 1984 season.

4. In addition to regular competition, Gladding shall conduct a post-season championship tournament for all skill levels. Gladding shall provide appropriate trophies for both league and tournament play according to the manner and style of trophies given by the City in the City's most recently conducted softball season.

5. Gladding shall employ at his expense all personnel necessary to accomplish the purposes of this Agreement, including

umpires and officials. Prior to engaging umpires and officials however, Gladding shall demonstrate to the Director of the Department of Recreation and Leisure Activities that such persons have the proper skills and experience to run the games.

6. City shall provide for Gladding's use in conducting the softball program the following fields, four fields each at Lorenzi, Freedom and Mojave Parks; three fields at Reed Whipple; two fields each at Craigin and Fountain Parks and one field at JC Park.

7. These fields will be available for such use seven days a week during the season between 12:01 P.M. and 11:00 P.M., excepting for those times in which such fields are used for Clark County school programs or City/school programs arranged with the Director of the Department of Recreation and Leisure Activities. In addition, such fields shall remain available for and without any cost to the City or the users for the Budweiser Tournament scheduled in April, 1984, and the Senior Citizens' National Softball Tournament scheduled in September, 1984. In addition, the fields may be used by the City for activities conducted by the Department of Recreation and Leisure Activities when not in use by Gladding. Adjustments may be made in the times of usage as provided herein by mutual agreement between Gladding and the Director of the Department of Recreation and Leisure Activities. Any adjustment requested by Gladding must be made in writing three days in advance.

8. Gladding shall collect and administer all the fees collected in connection with his softball program and ensure that his umpires, officials and employees are paid regularly and promptly.

9. Gladding shall see that the lights at the fields are turned on and off to ensure safety and economy and shall keep a record of the time at which the lights at each playing field are turned on and off and submit a copy thereof to the City on a weekly basis. Gladding shall pay an estimated electric power

bill submitted by the City within 10 days of receipt for power usage at the fields used in his programs.

10. Gladding shall maintain complete records and provide a summary thereof to the City on a monthly basis showing a breakdown of the leagues, teams and players; showing all receipts and fees collected and all expenses and salaries paid and showing a complete schedule of games and tournaments to be played. He shall further provide periodic league standings, releases to the news media on games and standings and records showing how parity of the teams were established. All records shall be made available to the City upon request for audit or review.

11. Gladding shall maintain the infields in good playing condition, see that they are properly dragged and that the entire field is properly lined. He shall also keep the grounds, fields, and the area in, under and around the bleachers in a clean condition and free of any litter.

12. Gladding shall provide all the supplies and equipment including softballs, bases and lime necessary to properly run the program.

13. Gladding shall hold harmless and indemnify the City for any liability arising out of the operation of his softball program.

14. Gladding shall maintain an insurance policy in the amounts of \$250,000 per claim, \$1,000,000 per occurrence and \$25,000 for property damage. The policy must name the City as an additional insured and must specify that 30 days' prior notice shall be given to the City before the policy may be cancelled or expired. The policy shall insure against all claims arising out of the operation of Gladding's softball program.

15. Gladding shall post a bond with and in favor of the City in the amount of \$100,000 conditioned upon the faithful performance by Gladding of the terms of this Agreement and the completion of the softball program for the 1984 season.

16. Gladding is an independent contractor with reference to this Agreement and shall immediately terminate his

employment with the City upon the execution of this Agreement. Gladding shall provide to the City a telephone number where he can be reached by telephone during the 1984 season on a 24-hour basis.

17. Gladding shall not provide or contract for concessions of any kind at or near the fields designated herein.

18. City shall water and maintain all turf areas. City shall keep in good repair backstops, fences, benches, bleachers and drinking fountains at the fields to be used by Gladding to current City standards. In addition, City shall provide trash removal from dumpsters and garbage cans and clean the restrooms at such fields.

19. City shall offer to Gladding a lease of the Sports office together with existing furniture and equipment at 821½ Las Vegas Boulevard North to Gladding for a fee of \$10 for the period of March 1, 1984, to December 30, 1984.

20. City shall permit Gladding to use the two-way radios currently assigned to the Department of Recreation and Leisure Activities in connection with his softball program. Gladding is liable for the maintenance and repairs of such radios and must return them to the City at the end of the 1984 season in as good a condition as when delivered to him, reasonable wear and tear excepted.

21. City agrees that it will not enter into another agreement with an independent contractor to provide a similar softball program as provided herein for the 1984 season.

22. The team fees to be charged by Gladding for the 1984 season shall be \$515.00. No other fees shall be charged for the privilege of participating in the 1984 season without first being approved by the City Council.

23. In the event either party defaults in the performance of any of the terms or conditions of this Agreement, and said default is not cured within 20 days after notice thereof to the other party, then the other party, at its option, shall have

the right to terminate this Agreement. In the event of such termination all team fees collected by Gladding shall be paid to the City on a prorated basis based on the amount of the season expired as compared to the season left to complete.

24. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof.

25. In the case of any dispute regarding any terms or the performance of any terms of this Agreement, the dispute shall be subject to arbitration. The arbitration panel shall comprise three persons selected as follows: within ten days of the date of dispute, each party shall select one arbitrator; and within five days of their selection, these two arbitrators shall mutually select the third arbitrator, who shall serve also as chairman of the arbitration panel. All other facets of the arbitration shall be conducted in accordance with the rules and regulations then obtaining under the American Arbitration Association in the City of Las Vegas, State of Nevada. The decision of the arbitrators shall be binding on the parties.

26. All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or when received if mailed by certified mail with return receipt requested, or otherwise actually delivered. Notice to City shall be sent to:

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

Notice to Gladding shall be sent to:

WILLIAM GLADDING
821 1/2 Las Vegas Boulevard North
Las Vegas, Nevada 89101

27. Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement at Las Vegas, Nevada the day and year first written above.

CITY OF LAS VEGAS, NEVADA

By


RON LURIE, Mayor Pro-Tem


WILLIAM GLADDING

ATTEST:


CAROL ANN HAWLEY, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 2, 1984

TO:

The City Council

FROM:

George F. Ogilvie
City Attorney

SUBJECT: RESOLUTION ACCEPTING BIDS FOR SPECIAL IMPROVEMENT DISTRICT NO. 444.

PURPOSE/BACKGROUND

S.I.D. NO.

444

STEP NO.

12B- Resolution Accepting Bids

IMPROVEMENTS

Include the installation of a nine foot wide parking lane, standard "L" type curbs and gutters, concrete sidewalks, street lighting and sewer laterals from existing sewer mains to the front property line adjacent to vacant properties.

LOCATION

On both sides of Pecos Drive from Charleston Boulevard to Owens Avenue.

FISCAL IMPACT

NONE

RECOMMENDATIONS

It is recommended that the City Council take the appropriate steps to adopt this Resolution

Agenda Item

V-C

RESOLUTION ACCEPTING BIDS

WHEREAS, the City Council of the City of Las Vegas has taken steps to create certain public improvements within the City of Las Vegas, all as designated as Las Vegas Special Improvement District No. 444; and

WHEREAS, by resolution passed, adopted and approved on the 20th day of April, 1983, the City Clerk and City Engineer were directed to publish notice of the receipt of bids for the furnishing of labor, materials, transportation and services for the improvements called for in said Special Improvement District No. 444; and

WHEREAS, proper notices were given by publication of the receipt of bids for the furnishing of such labor, materials, transportation and services; and

WHEREAS, bids were received and opened on the 17th day of January, 1984, and confirmation was continued to a regular meeting; and

WHEREAS, the time has now arrived to award the construction contracts in accordance with Chapter 271 of Nevada Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, at a regular meeting thereof held on the 15th day of February, 1984, that the following bid be, and the same hereby is, accepted:

WELLS CARGO, INC. in the amount of \$91,662.10; and

STRATTON ELECTRIC, INC. in the amount of \$33,427.49.

. . .

. . .

. . .

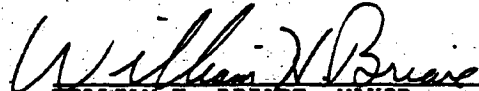
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1 BE IT FURTHER RESOLVED that the Mayor and Clerk of the
2 City of Las Vegas be, and they hereby are, authorized to execute
3 any and all documents necessary to carry this Resolution into
4 effect.

5 PASSED, ADOPTED AND APPROVED this 15th day of February,
6 1984.

7 
8 WILLIAM H. BRIARE, MAYOR

9
10
11 ATTEST:

12 
13 CAROL ANN HAWLEY, CITY CLERK

AGENDA*City of Las Vegas*

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

February 15, 1984

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)

D. Consideration of and action on bids re:
Lease of Carson Avenue Parking Facility

Levy -
Motion to not
accept the figure
submitted by Four
Queens of \$350,000
per year, and that
position be taken
that Council will
accept \$440,000 a
year, or \$22,000,000
over the 50-year
period with all other
terms currently
specified in lease
agreement was
APPROVED unanimously

Staff to proceed

Jeanne Hood of the Four Queens then
raised her bid to the \$440,000 a year,
or \$22,000,000 figure and the Council
took the following action:

Lurie -
Motion to accept bid from the Four
Queens Hotel at the \$22,000,000
figure over the 50-year lease agreement
along with all other conditions as
specified in the lease agreement
was APPROVED unanimously.

Atty. Mike Sloan was also present on
behalf of the Four Queens.

A VERBATIM TRANSCRIPT MADE PART OF
FINAL MINUTES.

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 9, 1984

0080

TO:
The City CouncilFROM: *James F. O'Flaherty*
CITY ATTORNEYSUBJECT: Consideration of and action on bids re: Lease of Carson Avenue
Parking FacilityPURPOSE/BACKGROUND

The bids with respect to the proposed lease of the City's Carson Avenue Parking Facility were opened on Wednesday, February 8, 1984, and the attached bid of Four Queens, Inc., was the only bid which was submitted. You will note that the bid of Four Queens, Inc., contemplates a gross unadjusted rental in the amount of \$17,500,000.00 or \$350,000.00 per year, over the 50 year term of the lease.

The bid of Four Queens, Inc., meets all of the technical requirements of the bid documents.

FISCAL IMPACT

If the bid of Four Queens, Inc., is accepted, it will result in additional revenues to the City in the gross unadjusted amount of \$17,500,000.00, or \$350,000.00 per year, over the 50 year term of the lease.

RECOMMENDATIONS

The City Council should consider whether it desires to accept or reject the bid of Four Queens, Inc., or to enter into negotiations with Four Queens, Inc., for a higher rental.

Agenda Item

V-D

INDENTURE OF LEASE

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THIS INDENTURE OF LEASE, made and entered into this 28th day of March, 1984, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and Four Queens, Inc., a Nevada corporation (hereinafter referred to as "Lessee"), the foregoing parties sometimes hereinafter referred to singly as "Party" and collectively as "Parties";

WITNESSETH:

WHEREAS, Lessor is the owner and operator of those certain public off-street parking facilities which are situate at and commonly known as 222 East Carson Avenue, Las Vegas, Nevada (the "Demised Premises" herein), and hereinafter described with particularity, which, along with other public off-street parking facilities which are situate at and commonly known as 333 East Ogden Avenue, Las Vegas, Nevada, were constructed with the proceeds of Lessor's Off-Street Parking Revenue and General Obligation Bonds, Series February 1, 1966 (the "Bonds" herein), during a period in which studies indicated that there was a need for additional public off-street parking facilities in the central business district; and

WHEREAS, since those parking facilities were constructed, many of the downtown hotels and Clark County have constructed additional off-street parking facilities in the central business district, with the result that the need for the public off-street parking facilities which are owned and operated by Lessor has diminished considerably; and

WHEREAS, Lessor has operated its public off-street parking facilities over the years at a financial loss, due, in part, to the requirements of the Bonds, of which One Million One Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,175,000.00) in principal amount remain outstanding, which

continue to impose a substantial financial burden and drain upon Lessor's financial resources; and

WHEREAS, Lessor desires to eliminate this burden and drain upon its financial resources and, at the same time, continue to make the Demised Premises available for off-street parking by means of a lease of the Demised Premises to a private operator; and

WHEREAS, Lessee desires to lease the Demised Premises for the term and upon the terms and conditions hereinafter set forth and, in connection therewith, is willing to advance, from the total rent for the term of this Lease, the sum of One Million One Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,175,000.00) to retire the Bonds.

NOW, THEREFORE, for and in consideration of the premises and of the terms, conditions and mutual covenants and agreements hereinafter contained, the Parties do hereby agree as follows:

Section 1. DEMISE, USE AND DESCRIPTION OF DEMISED PREMISES.

(a) Lease of Demised Premises. Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the operation of a garage for the off-street parking of motor vehicles, those certain premises, with appurtenances, situate at and commonly known as 222 East Carson Avenue, Las Vegas, Nevada, and more particularly described in the schedule attached as Exhibit "A" hereto and shown on the plat attached as Exhibit "B" hereto, both of which by this reference are made parts hereof. As used herein, the term "Demised Premises" refers to the real property described in Exhibits "A" and "B" and to any improvement located thereon from time to time during the term hereof.

(b) Warranty of quiet enjoyment. Lessor, for itself and its successors and assigns or any person lawfully claiming through Lessor, represents and warrants to Lessee that (i) Lessor will, at the time of delivery of possession of the Demised Premises to Lessee, be seized of an indefeasible estate in fee simple in, and

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have good, absolute and marketable title to the Demised Premises, free and clear of any lien, covenant, condition, restriction, encumbrance or claim of any third party, including without limitation the holders of the Bonds, or any party in possession of any part of the Demised Premises on the date immediately prior to delivery of possession thereof to Lessee, (ii) Lessor has good right, full power and lawful authority to lease the Demised Premises to Lessee and (iii) Lessee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Demised Premises. Lessor further covenants and agrees to deliver to Lessee, at Lessee's sole cost and expense, an acceptable ALTA tenant's policy of title insurance at the delivery of possession of the Demised Premises to Lessee, such policy to have a liability amount in the sum of Two Million and No/100ths Dollars (\$2,000,000.00).

(c) Ancillary uses. Lessee shall be entitled to make such additional uses of the Demised Premises as may be approved by Lessor and, subject to the provisions of Section 14 hereof, may make such alterations or improvements to the Demised Premises as may be necessary or appropriate to accommodate the same; provided, however, that in no event shall improvements and/or alterations result in the reduction of the number of parking spaces in the Demised Premises below eighty percent (80%) of the number of spaces available on the effective date hereof.

Section 2. TERM AND DELIVERY. The term of this Lease shall be for fifty (50) years, commencing on the 1st day of April, 1984, and ending on the 31st day of March, 2034. Should Lessor be unable to deliver possession of the Demised Premises on or before April 1, 1984, then Lessee will accept possession at such later date as is mutually agreed on by the Parties. In case of such later delivery of possession, the term of this Lease shall commence on the date of such later delivery and shall be extended automatically to and including the last day of the calendar month in which there shall have expired the full fifty (50)-year

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period. Notwithstanding the foregoing, if possession of the Demised Premises is not delivered to Lessee by December 31, 1984, Lessee shall have the right to terminate this Lease and to the return of all sums which it has advanced to Lessor, together with accrued interest as provided for in subsection (b) of Section 3 hereof, by giving to Lessor written notice of termination at any time thereafter but prior to the day on which Lessor shall deliver possession of the Demised Premises to Lessee.

Section 3. RENT.

(a) Amount and manner of payment of rent. The total rent for the term of this Lease shall be Twenty-Two Million and No/100ths Dollars (\$22,000,000.00) in lawful money of the United States of America, plus any adjustment as provided in Section 4 hereof, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor as follows: One Million One Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,175,000.00) upon the execution hereof and the balance in annual installments, in advance, in the sum of Four Hundred Sixteen Thousand Five Hundred and No/100ths Dollars (\$416,500.00) each, the first such installment to be due and payable on April 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, and each subsequent installment to be due and payable on each successive anniversary date thereof. All of such installments and the total rent of Twenty-Two Million and No/100ths Dollars (\$22,000,000.00) provided above shall be subject to any adjustment as provided for in Section 4 hereof.

(b) Deposit of initial payment. Upon receipt of the initial payment of One Million One Hundred Seventy Five Thousand and No/100ths Dollars (\$1,175,000.00), Lessor shall immediately deposit such funds in an interest-bearing account mutually agreeable to the Parties and such funds shall be held in such account with the interest thereon paid to Lessee until Lessor delivers possession of the Demised Premises to Lessee. Should Lessee

exercise its right to terminate this Lease as provided in Section 2 hereof, such funds shall immediately be paid over to Lessee, together with accrued interest.

Section 4. ADJUSTMENT OF RENTAL. Lessor shall have the right to increase the rental to be paid by Lessee commencing on April 1, 1989, or, if a date later than April 1, 1984, is established for the commencement of the term hereof pursuant to Section 2 above, five (5) years after such later commencement date, and at intervals of every five (5) years thereafter, in the following manner:

In the event Lessor determines to increase such rent at any of the times specified above, Lessor shall so notify Lessee in writing at least ninety (90) days prior to the effective date of such increase and in such event the rental thereafter to be paid by Lessee, or until further adjustment as herein provided, shall be increased in the same proportion that the index figure of the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor, which is applicable to the Southern Nevada area, all items, for the day on which such notice is served on Lessee has increased above such index figure, if in respect of the five (5)-year period from April 1, 1989, to March 31, 1994, for April 1, 1984, and, in respect of each succeeding five (5)-year period thereafter, for the first day of the then current five (5) year period. (By way of illustration, the increase, if any, in rent for the five (5)-year period from April 1, 1994, to March 31, 1999, will be in the same proportion that such index figure for the day on which such notice is served on Lessee has increased above such index figure for April 1, 1989.) In the event that the Consumer Price Index shall increase in excess of ten per cent (10%) in any five (5)-year period, the increase in the annual rent for the next succeeding five (5)-year period shall be limited to ten per cent (10%) of the annual rent for such preceeding five (5)-year period.

If the rent is so increased, then, at the expiration of any five (5)-year period thereafter, Lessee shall have the right to

require a decrease in the rental in the same proportion that such index figures may have decreased; provided, however, that in no event shall the rental be decreased below the amount specified in Section 3 hereof.

If the Bureau of Labor Statistics should, at any time during the term hereof, revise or change the methods or basic data used in calculating such index in such a way as to affect the direct comparability of the revised or changed index figure with the index figure for the applicable base date, the Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the aforementioned index figure for the applicable base date.

If the Consumer Price Index, as now constituted, compiled and published ceases to be compiled and published during the term hereof, then the Bureau of Labor Statistics shall be requested to furnish a statement converting the index figure for the applicable base date to a figure that would be comparable in another index published by the Bureau of Labor Statistics, and such other index shall be used in computing the rental increase provided for above.

If no conversion or other index is available, then such rental increase shall be determined by arbitration in the manner provided for in Section 26 hereof.

Section 5. RESERVATION OF PORTIONS OF DEMISED PREMISES FOR USE BY LESSOR.

(a) Parking spaces and storage area. Lessor hereby reserves unto itself the right to occupy and use without charge:

(1) The two (2) parking spaces in the Demised Premises which are outlined in red on Exhibit "B" hereto for use by the officers, employees and agents of Lessor during periods in which they are transacting Lessor's business at the Clark County Courthouse and surrounding area. In the event that alterations to the Demised Premises by Lessee render said described spaces unusable or inaccessible, Lessee shall pro-

vide two (2) parking spaces in a comparable location within the Demised Premises for use by the officers, employees and agents of Lessor.

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(2) The storage room which is outlined in blue on Exhibit "B" hereto. In the event that Lessor shall, at any time, abandon its use of said described storage space, the reservation provided for in this paragraph shall become and be null and void and of no further force or effect.

Any occupancy of said described portions of the Demised Premises by Lessor pursuant to paragraphs 1 and 2 of this subsection shall be without reduction in the fixed annual rent specified in Section 3 hereof, and Lessor shall have free access to and from said portions throughout the term of this Lease.

(b) Option to reserve additional portions. Lessor shall have the option, exercisable at any time prior to the expiration of the fifth year of the term of this Lease by giving Lessee written notice of such exercise at least ninety (90) days in advance of the intended occupancy, to occupy those portions of the Demised Premises which are outlined in yellow in Exhibit "B" hereto, together with the non-exclusive right to use the stairway and elevator adjacent to such areas for ingress thereto and egress therefrom, for use in connection with Lessor's overall downtown transportation plan. In the event of the exercise by Lessor of said option, Lessor shall have the further right, at its sole cost and expense, to make such alterations, both structural and nonstructural, to the existing building, and such modifications to the exterior thereof, as Lessor, in its sole and absolute discretion, deems necessary, appropriate, expedient or desirable in order to effect full integration of said described portions into the overall downtown transportation plan; provided, however, that such alterations shall not interfere with Lessee's use of the Demised Premises or result in the reduction of the number of parking spaces therein below eighty per cent (80%) of the number of spaces available on the effective date hereof.

Lessor shall indemnify and hold Lessee harmless from and against any liability or claim of liability, including attorneys' fees, for damages to persons or property arising out of Lessor's alteration or modification of the Demised Premises.

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(c) Reduction in rent. In the event that Lessor shall exercise the option provided for in subsection (b) of this Section, Lessee shall be entitled to a reduction in the fixed annual rent hereunder in the same proportion that square footage of the area occupied pursuant thereto bears to the total square footage of the existing building on the effective date hereof. Such reduction in rent shall take effect on the date on which Lessee's use of the Demised Premises is interrupted.

Section 6. USES PROHIBITED. Lessee shall not use, or permit the Demised Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose for which the Demised Premises are hereby leased or such ancillary use or uses as may be approved by Lessor, provided that such ancillary use or uses shall not result in the reduction of the number of parking spaces in the Demised Premises below eighty per cent (80%) of the number of spaces available on the effective date hereof. For the purposes of this Lease, an ancillary use is one which does not alter the primary use of the Demised Premises from that of being a garage for the off-street parking of motor vehicles. No use may be made or permitted to be made of the Demised Premises, nor any act done, which will cause a cancellation of any insurance policy covering the building located thereon or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about the Demised Premises, any article which may be prohibited by the standard form of fire insurance policy. Lessee shall, at its sole cost and expense, comply with all of the requirements, pertaining to the Demised Premises, of any insurance organization or company necessary for the maintenance of insurance, as in Section 19 hereof provided, covering any building and appurtenances at any time located on the Demised Premises.

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Section 7. WASTE AND NUISANCE PROHIBITED. Lessee shall not commit, or suffer to be committed, any waste or nuisance on the Demised Premises.

Section 8. ABANDONMENT. Lessee shall not vacate or abandon the Demised Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Demised Premises shall be deemed to be abandoned, at the option of Lessor.

Section 9. ENTRY BY LESSOR. Lessee shall permit Lessor and the agents of Lessor to enter into and on the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of nonresponsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Demised Premises thereby occasioned.

Section 10. TAXES AND ASSESSMENTS.

(a) Taxes as additional rental. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens or levies, whether general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on the land hereby demised, or any part thereof, the leasehold of Lessee therein, the Demised Premises described herein or any building or other improvement now or hereafter thereon, or on Lessee's estate hereby created which may be a subject of taxation, or on Lessor by reason of its ownership of the fee underlying this Lease, during the entire term hereof.

(b) Assessments affecting improvements. Specifically and without in any way limiting the generality of the foregoing,

Lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements in cash as they fall due and before they become delinquent and as required by the act and proceedings under which any such assessment, levy or charge is made by any municipal or political subdivision. In this connection, (i) with respect to any special assessment, levy or charge which Lessor, in its governmental capacity, proposes to impose against the Demised Premises, Lessee shall be considered to be the "owner" thereof for the purposes of Chapter 271 of the Nevada Revised Statutes, as from time to time amended, and, as such, shall be provided such notice of the proposed special assessment, levy or charge and shall be afforded such opportunity to protest the same as shall then be provided in said Chapter 271 for any record owner whose property will be affected by the proposed special assessment, levy or charge, or (ii) with respect to any special assessment which another governmental entity proposes to impose against the Demised Premises, Lessor, as the record owner thereof, will not consent to the proposed special assessment, levy or charge without the prior written consent of Lessee. Any failure of Lessor to provide Lessee with such notice and afford Lessee such right of protest or to obtain such consent, as the case may be, shall subject Lessor to the payment of any special assessment, levy or charge imposed in any proceeding to which such failure relates, without contribution from Lessee, but shall not provide Lessee with cause for termination pursuant to Section 35 hereof. If the right is given to pay any special assessment, levy or charge, for which Lessee is liable, either in one lump sum or in installments, Lessee may elect either mode of payment, and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of such installments shall be payable after the termination of this Lease or any extended term hereof, such unpaid installments shall be prorated as of the date of such termination, and the amounts payable after the termination date

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shall be paid by Lessor. All other taxes and charges payable under this Section shall be prorated at the commencement and expiration of the term hereof.

(c) Contesting taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer the payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest by giving to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least sixty (60) days prior to delinquency, and by protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment rate or governmental charge and from any cost, liability or damage arising out of any such contest.

(d) Disposition of rebates. All rebates on account of any such tax, rate, levy, charge or assessment, required to be paid, and actually paid, by Lessee under the provisions of this Lease shall belong to Lessee, and Lessor will, on the request of Lessee, execute any receipt, assignment or other acquittance that may be necessary in order to secure the recovery of any such rebate and will pay over to Lessee any such rebate that may be received by Lessor.

(e) Receipts. Once in each calendar year during the term hereof, Lessee shall obtain and deliver to Lessor receipts or duplicate receipts or photostatic copies thereof for all taxes, assessments and other items required hereunder to be paid by Lessee.

Section 11. PERSONAL PROPERTY TAXES. Lessee shall pay before delinquency all personal property taxes assessed against the personal property of Lessee in or about the Demised Premises at any time during the term hereof.

Section 12. CONDITION OF DEMISED PREMISES; DISPOSITION OF IMPROVEMENTS; TRADE FIXTURES.

(a) Inspection of Demised Premises by Lessee. Lessee represents that it has inspected the Demised Premises and acknowledges that they are now in good condition and repair, save and except the concrete spalling condition which exists with respect to certain beams, columns and floors in the existing building.

(b) Absence of other structural defects. Lessor represents that, with the exception of the spalling condition which is referred to in subsection (a) of this Section, it has no knowledge of any structural defect in the Demised Premises, including the existing building.

(c) Alterations to become part of realty. Subject to Lessee's right to make nonstructural alterations or improvements, as in Section 14 hereof provided, any alteration, improvement or installation made by Lessee to the Demised Premises shall at once become a part of the realty and belong to Lessor. On the expiration of this Lease or any sooner termination hereof, Lessee shall, subject to the provisions of subsection (d) of this Section, surrender the Demised Premises and all improvements thereon to Lessor in good, sanitary and neat order, condition and repair.

(d) Removal of trade fixtures on termination. Lessee shall have the right to remove its trade fixtures from the Demised Premises at the expiration or other termination of this Lease, provided that Lessee is not then in default hereunder, provided that Lessee shall repair any damage to the Demised Premises caused by such removal and provided that such right of removal shall not extend or apply to any fixture or equipment installed by Lessee in substitution for or replacement of any fixture or equipment which is now in place on the Demised Premises.

Section 13. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

(a) Maintenance of improvements. Except as provided in subsection (e) of this Section, Lessee shall, throughout the term of

this Lease, at its sole cost and expense, and without any expense to Lessor, keep and maintain the Demised Premises, including all buildings, improvements and equipment of every kind which may be a part thereof, and all appurtenances thereto, including side-walks adjacent thereto, in good, sanitary and neat order, condition and repair and, except as hereinafter specifically provided, shall restore and rehabilitate any improvement of any kind which may be destroyed or damaged by fire, casualty or other cause whatsoever. Lessor shall not be obligated to make any repair, replacement or renewal of any kind, nature or description whatsoever to the Demised Premises or to any building, improvement or equipment thereon or therein.

(b) Damage to and destruction of improvements. Except as provided in subsection (e) of this Section, the damage, destruction or partial destruction of any building or other improvement which is a part of the Demised Premises shall not release Lessee from any obligation hereunder except as hereinafter expressly provided and, in case of damage to or destruction of any such building or improvement, Lessee, at its own expense, shall promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

(c) Damage or destruction occurring toward end of term. Anything to the contrary in the immediately preceding subsections of this Section notwithstanding, in case of destruction of any building or improvement on the Demised Premises or damage thereto from any cause so as to make the same untenable which occurs during the last five (5) years of the term hereof, Lessee, if not then in default hereunder, may elect to terminate this Lease by written notice served on Lessor within ninety (90) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee

to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering such building or improvements, or any part thereof (excluding, of course, the proceeds of any business interruption insurance), and Lessee shall assign to Lessor all rights to receive such proceeds and shall pay over to Lessor any such proceeds received by Lessee prior to the effectiveness of such assignment. On such termination, all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum, other than the initial payment of One Million One Hundred Seventy-five Thousand and No/100th Dollars (\$1,175,000.00) paid by Lessee upon the execution hereof, as provided for in subsection (a) of Section 3 hereof, shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall have been made.

(d) Election not to terminate. If, in the event of such destruction or damage during the last five (5) years of the term hereof, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement, and Lessee shall be obligated to repair or rebuild the buildings and improvements as above provided.

(e) Loss by inherent defect or uninsurable casualty. Notwithstanding anything to the contrary in this Section contained, in the event that, (i) within the first five (5) years of the term of this Lease, the existing building should be damaged as a result of an inherent defect in the construction thereof, other than the concrete spalling condition which is described in subsection (a) of Section 12 hereof, or (ii), within the first fifteen (15) years of such term, the building should be damaged by any uninsurable casualty which is not the fault or is beyond the control of Lessee, to the extent that the same shall be rendered

substantially unusable by Lessee, and substantial repairs are required to make the Demised Premises structurally sound and as usable as they were at the commencement of the term of this Lease, Lessee, at its option, may, in the alternative, (i) elect to terminate this Lease, in which event all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum, other than the initial payment of One Million One Hundred Seventy-Five Thousand and No/100th Dollars (\$1,175,000.00) paid by Lessee upon the execution hereof, as provided for in subsection (a) of Section 3 hereof, shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall have been made, or (ii), with the approval of Lessor, effect such structural repairs and cause such construction or reconstruction to be done as may be necessary to make the Demised Premises structurally sound and as usable as they were at the commencement of the term hereof. In the event that Lessee elects to effect such structural repairs, all sums expended or obligations incurred by Lessee in connection therewith shall be shared equally by Lessee and Lessor, and Lessor, upon demand, shall pay its share thereof to Lessee. If Lessor fails to reimburse Lessee for Lessor's share of such sums, Lessee may deduct the same from the rents subsequently payable hereunder until Lessor's share of such sums has been fully reimbursed to Lessee. During such work or repair, construction or reconstruction, the fixed annual rent hereunder shall be abated in the same proportion that the square footage of the area or areas of the existing building made unusable thereby bears to the total square footage of the existing building on the effective date hereof. For purposes of this subsection, "substantially unusable" refers to damage to the existing building which renders it unusable in excess of twenty-five per cent (25%) of the square footage thereof on the effective date hereof, and "substantial repairs" means necessary repairs, construction or

reconstruction of more than twenty-five per cent (25%) of the building as it exists on the effective date hereof.

Section 14. ALTERATIONS BY LESSEE; ERECTION OF SIGNS. Subject to the provisions of Section 17 hereof, Lessee is granted permission to make nonstructural alterations or improvements to the interior of the existing building without Lessor's approval, provided the cost of each such alteration or improvement shall not exceed Five Thousand and No/100ths Dollars (\$5,000.00). Prior to making any nonstructural alteration or improvement to the interior of the building that costs in excess of Five Thousand and No/100ths Dollars (\$5,000.00), or any structural alteration or improvement to the interior of the building or any alteration or improvement to the exterior of the building, or prior to constructing any new improvement on the Demised Premises, including erecting thereon or affixing thereto any sign of any kind or character, Lessee shall submit to and obtain Lessor's written approval of plans and specifications therefor, which approval shall not be unreasonably withheld by Lessor. Such approval shall be evidenced by the joint signatures of the City Manager and the City Engineer of Lessor, which approval shall not unreasonably be withheld, and any disapproval by the City Manager or the City Engineer, or both, may be appealed to the City Council of Lessor. Any work done in or to the Demised Premises by Lessee, with or without the approval of Lessor as herein provided, shall comply with the requirements of all federal, state or municipal authorities having jurisdiction.

In this connection, Lessor acknowledges that Lessee, subject to the approval of Lessor as aforesaid as to each such alteration or improvement or series of alterations or improvements, as the case may be, shall be entitled to (i) make alterations or improvements to the appearance and structure of the Demised Premises, including the interior, exterior and areas of ingress and egress, either to facilitate the operation of the Demised Premises or to assist in the integration of the structure or

structures thereon into the operation of such other facilities as Lessee may have in its immediate vicinity; provided, however, that such alterations and improvements shall not result in the reduction of the number of parking spaces in the Demised Premises below eighty per cent (80%) of the number of spaces available on the effective date hereof and provided, further, that at the end of the term hereof and at the request of Lessor, Lessee restores the Demised Premises to substantially the same condition they were prior to such alterations or improvements, reasonable wear and tear excepted, and (ii) increase the size of the existing building on the Demised Premises to provide additional parking spaces or space for such additional uses as Lessor may approve.

Section 15. MAINTAINING APPEARANCE OF DEMISED PREMISES. Lessee, at its expense, shall maintain the exterior of all buildings, whether now existing or later constructed, on the Demised Premises, the landscaping on, and all other portions of, the Demised Premises visible from the surrounding streets in as good, sanitary and neat order, condition and repair as the same exists on the commencement of the term hereof and at all times shall maintain sightly screens or barricades around any exterior garbage or storage areas. Landscaping of the areas on or adjacent to the Demised Premises, with proper gardening service, shall be maintained at all times along the street frontages of the Demised Premises, except where necessary driveways are maintained, to insure an appearance which is at least equal to the manner in which the same is maintained on the effective date hereof.

Section 16. UTILITIES. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Demised Premises throughout the term herof and all other expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Demised Premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

Section 17. LIENS.(a) Lessee's duty to keep Demised Premises free of liens.

Lessee shall keep the Demised Premises, and every part thereof, and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens for or rising out of or in connection with any work or labor done, services performed or materials or appliances used or furnished for or in connection with any operation of Lessee, any alteration, improvement, repair or addition which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Demised Premises, or any obligation of any kind incurred by Lessee, and Lessee shall, at all times, promptly and fully pay and discharge all claims on which any such lien may or could be based and shall indemnify Lessor and all of the Demised Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice not less than fifteen (15) days in advance of the commencement of any construction, or of any alteration, addition, improvement or repair, costing in excess of Five Thousand and No/100ths Dollars (\$5,000.00), in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

(b) Contesting liens. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall, on demand, protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any

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judgment rendered thereon, and such delay shall automatically constitute a default of Lessee hereunder without any notice from Lessor to Lessee. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense and damage resulting therefrom.

Section 18. INDEMNIFICATION OF LESSOR. Except for acts of Lessor or its agents, or as otherwise expressly provided in this Lease, Lessor shall not, at any time or to any extent whatsoever, be liable, responsible or in any way accountable for any injury to or death of persons or loss, destruction or damage to property, including the property and employees of Lessee, occurring in, on or about the Demised Premises or wherever occurring, resulting from any use of or activities on the Demised Premises or the operations of Lessee under this Lease, whether such injury, death, loss, destruction or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall forever indemnify Lessor against any and all claims, liability, loss, damage, actions or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expense, including attorneys' fees.

Section 19. INSURANCE.

(a) Insurance coverage on Demised Premises. Lessee shall, at all times during the term of this Lease and at its sole cost and expense, keep all improvements which now are or hereafter become a part of the Demised Premises insured against loss or damage by fire and the extended coverage hazards for ninety per cent (90%) of the full replacement value of such improvements under a Stipulated Amount Endorsement naming Lessor and Lessee as the insureds, with loss payable to Lessor and Lessee as their

respective interests may appear. The policies of insurance providing such coverage shall contain endorsements providing coverage for the costs of any demolition required by the applicable building codes and for one hundred per cent (100%) of the full replacement value of the demolished portion of the improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee, except that any loss not exceeding Five Thousand and No/100ths Dollars (\$5,000.00) shall be payable to Lessee alone, and the loss adjustment in such cases shall not require the written consent of Lessor.

(b) Insurance coverage on fixtures. At all times during the term of this Lease, Lessee shall, at its sole cost and expense, keep all trade fixtures and equipment and all merchandise of Lessee or a subtenant of Lessee that may be in the Demised Premises from time to time insured against loss or damage by fire and the extended coverage hazards for an amount that, in Lessee's judgment, will insure the ability of Lessee and its subtenants to replace such trade fixtures, equipment and merchandise.

(c) Personal injury liability insurance. Lessee shall, at its sole cost and expense, maintain, in effect throughout the term of this Lease, personal injury liability insurance covering the Demised Premises and its appurtenances and the sidewalks fronting thereon, including the sidewalk area used for pedestrians or vehicular travel entering or leaving the Demised Premises, in the amount of One Million and No/100ths Dollars (\$1,000,000.00), for injury to or death of any one person, and Five Million and No/100ths Dollars (\$5,000,000.00), for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of Five Hundred Thousand and No/100ths Dollars (\$500,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

(d) Lessor's right to pay premiums on behalf of Lessee. All of the policies of insurance referred to in this Section shall be written in form and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certified copies thereof, including all endorsements and amendments thereof, to Lessor, and, in the event of the failure of Lessee either to effect such insurance in the names herein called for within five (5) days after the commencement of the term of this Lease and thereafter at least thirty (30) days prior to the expiration of any policy, or to pay the premiums therefor when required, or to deliver such policies or certified copies thereof to Lessor forthwith upon their becoming effective, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor with the next installment of rent, and the failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent. Each insurer mentioned herein shall agree, by endorsement to the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor ninety (90) days' written notice by certified mail before the policy or policies in question shall be altered or cancelled. Lessor shall not unreasonably withhold its approval as to the form of the policies of insurance or insurance companies. The insurance provided for in subsection (b) of this Section shall not be subject to the provisions of this subsection (d).

(e) Definition of full replacement value. The term "full replacement value" of the improvements as used herein shall mean the actual replacement cost thereof from time to time less exclusions provided in the normal fire insurance policy. In the event either Party believes that the full replacement value (i.e., the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as hereinafter provided, only at intervals of not less than one (1) year, to have such

full replacement value redetermined by an impartial third person ("Impartial Appraiser" herein) selected by the Parties, or, should they be unable to agree on a selection, by an impartial third person chosen by the then Insurance Commissioner of Nevada on application by either Party made after fifteen (15) days' written notice to the other Party of the time and place of such application. After the selection of the Impartial Appraiser has been made, the Party desiring to have such full replacement value so redetermined thereby shall, forthwith upon the submission of such redetermination to the Impartial Appraiser, give written notice thereof to the other Party. The determination of the Impartial Appraiser shall be final and binding on the Parties, and Lessee shall forthwith increase, or may decrease, as the case may be, the amount of the insurance carried pursuant to this Section to the amount necessary to protect the Demised Premises at ninety per cent (90%) of the new full replacement value as so determined by the Impartial Appraiser. Such determination shall be binding for a period of one (1) year and until superseded by agreement between the Parties or by a subsequent redetermination by an Impartial Appraiser. The Party requesting the redetermination shall pay the entire fee, if any, of the Impartial Appraiser if the redetermination is not more favorable to that Party than the prior determination. If the redetermination is more favorable to the Party requesting it than the prior determination, each Party shall pay fifty per cent (50%) of the fee, if any, of the Impartial Appraiser. If, during any one (1) year, Lessee shall have made improvements to the Demised Premises, Lessor may have such full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined. The term "full replacement value" of trade fixtures, equipment and merchandise, as used herein, shall mean the actual replacement cost thereof from time to time. In the event either Party believes that the full replacement value of such trade fixtures, equipment and

merchandise has increased or decreased, it shall have the right to have such replacement value redetermined as provided above for the redetermination of the full replacement value of the improvements.

(f) Adjustment of coverage. In the event that either Party shall at any time deem the limits of the bodily injury or property damage liability insurance then carried to be either excessive or insufficient, the Parties shall endeavor to agree on the proper and reasonable limits for such insurance then to be carried, and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this subsection. If the Parties shall be unable to agree on such limits, the proper and reasonable limits for such insurance shall be determined by an impartial third person selected by the Parties, or, should they be unable to agree on a selection, by an impartial third person chosen by the then Insurance Commissioner for the State of Nevada on application by either Party made after fifteen (15) days' written notice to the other Party of the time and place of such application, and the decision of such impartial third person as to the proper and reasonable limits for such insurance then to be carried shall be binding on the Parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provisions of this subsection. The expense of such determination shall be borne equally by the Parties.

(g) Blanket insurance policies. Notwithstanding anything to the contrary contained within this Section, Lessee's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor shall not be reduced or diminished or otherwise be different from that which would exist under separate policies meeting all of the requirements of this Lease

by reason of the use of such blanket policy of insurance, and, provided further, that the requirements of subsection (d) of this Section are otherwise satisfied.

(h) Cost of insurance deemed additional rental. The cost of insurance required to be carried by Lessee pursuant to this Section shall be deemed to be additional rental hereunder.

Section 20. SURRENDER OF DEMISED PREMISES. Lessee shall pay the rent and all other sums required to be paid hereunder in the amounts, at the times and in the manner herein provided, shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease, shall peaceably and quietly quit and surrender to Lessor the Demised Premises in good order and condition, subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided.

Section 21. INSOLVENCY AND BANKRUPTCY. Either (i) the filing by or against Lessee of a voluntary or involuntary, as the case may be, petition in bankruptcy or the making by Lessee of an assignment for the benefit of creditors, or (ii) the consenting by Lessee to the appointment of a receiver or trustee of all or any part of its property, or (iii) the filing by Lessee of a petition or answer seeking reorganization under the Bankruptcy Code or any other applicable law, or (iv) the filing by Lessee of a petition to take advantage of any insolvency act, shall constitute a breach of this Lease by Lessee. On the occurrence of any such event, this Lease shall terminate thirty (30) days after written notice of termination from Lessor to Lessee.

Section 22. NOTICE OF DEFAULT.

(a) Notice to cure default in rent. Except as to the provisions of Section 21 hereof, Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other moneys as herein required or in the furnishing of any bond.

or insurance policy when required herein unless Lessor shall first give to Lessee thirty (30) days' written notice of such default, and Lessee has failed to cure such default within such thirty (30)-day period.

(b) Notice to cure other defaults. Except as to the provisions or events referred to in subsection (a) of this Section, Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee ninety (90) days' written notice of such default, and Lessee has failed to cure such default within such ninety (90)-day period, or, if the default is of such a nature that it cannot be cured within ninety (90) days, Lessee has failed to commence to cure such default within such period of ninety (90) days or has failed thereafter to proceed to the curing of such default with all possible diligence.

Section 23. DEFAULT. In the event of any default hereunder by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right to re-enter the Demised Premises and remove all persons and property therefrom. Any such property may be removed and stored in a public warehouse or elsewhere at the cost and expense, and for the account, of Lessee. Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, relet the Demised Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Lessor, in its sole and absolute discretion, may deem advisable, with a right to make alterations and repairs to the Demised Premises. On any such reletting,

(i) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness, other than rent, due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent

reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Demised Premises for such period on such reletting, or (ii), at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor, second, to the payment of any expense of such reletting and of such alteration and repair, third, to the payment of rent due and unpaid hereunder, and fourth, the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (i) hereof, and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (ii) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous default. Should Lessor, at any time, terminate this Lease for any default of Lessee, in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises and including the worth, at the time of such termination, of the amount, if any, by which the amount of rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term exceeds the then reasonable rental value of the Demised Premises for the remainder of the stated

term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Section 24. LESSOR'S RIGHT TO PERFORM. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period as heretofore described in Section 22, after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor shall be entitled, but shall have no obligation, to do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable, or in any way responsible, for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor, on demand, the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions hereof shall not be or be construed as a waiver of any such default by Lessee or waiver of any term, covenant or condition herein contained or for the performance thereof or of any other right or remedy of Lessor hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the same become due as provided in this Lease, shall bear interest from the date the same became due until paid at the rate of twelve per cent (12%) per annum, compounded annually.

Section 25. MAINTENANCE; PAINTING; ROOFING. Lessee shall, at Lessee's sole cost and expense, maintain in good condition and repair, and shall replace whenever necessary, sidewalks, curbs, roads, driveways, lighting standards, landscaping, sewers, water, gas and electrical distribution systems and facilities, drainage facilities and all signs, both illuminated and non-illuminated, which now are or hereafter become situate on the Demised Premises. Lessee shall maintain the lines designating the parking spaces.

within the Demised Premises in good condition and paint the same as often as may be necessary so that they are easily discernible at all times. Lessee, at its sole cost and expense, shall paint the exterior of all buildings on the Demised Premises as often as may be necessary in order to maintain the same in a neat, well-kept and attractive condition and shall effect such painting in a first-class, workmanlike manner with at least one coat of paint. Lessee shall install new roof covering on or recoat the roofs of all buildings on the Demised Premises in a first-class, workmanlike manner as often as may be necessary in order to prevent moisture from entering said buildings, and Lessee shall take all reasonable precautions to insure that the drainage facilities of the various roofs are not clogged and are in good and operable condition at all times. All of this work is to be executed to the approval of Lessor.

Section 26. EXERCISE OF EMINENT DOMAIN. If title to the Demised Premises, or any part thereof, shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase under threat thereof, the amount that may be awarded as compensation, or both compensation and damages, or received as a result of any such condemnation proceedings, or the purchase price received, shall be apportioned between Lessor and Lessee as their interests may appear.

(a) Condemnation rendering Demised Premises unsuitable for Lessee's occupancy. In the event that such portion of the Demised Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will not constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, this Lease shall terminate as of the date title to the portion condemned shall vest in the condemner or the purchaser, as the case may be, and the rental due hereunder shall be apportioned between the Parties as of the date of such taking. A taking of more than twenty-five per cent (25%) of the ground floor area of

the Demised Premises shall be conclusively presumed to have rendered the remainder of the Demised Premises not reasonably suitable for Lessee's continued occupancy in order to entitle Lessee, at its option, to terminate this Lease.

(b) Condemnation not rendering Demised Premises unsuitable for Lessee's occupancy. In the event that a part of the Demised Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, the fixed annual rent hereunder shall thereafter be reduced from the date of such taking in an amount to be agreed upon in writing by Lessor and Lessee, or, if such agreement is not reached within ninety (90) days after the taking, then the amount of the reduction shall be determined by a panel of arbitrators selected as in subsection (f) of this Section provided. Except as herein otherwise provided, this Lease and all payments required to be made by Lessee hereunder shall remain in full force and effect.

(c) Condemnation of fixtures or improvements. Nothing contained in subsections (a) and (b) of this Section shall be deemed or construed to prevent Lessee from interposing or prosecuting, in any condemnation proceeding, a claim for the value of any of its fixtures or improvements installed in, or made to, the Demised Premises and receiving and retaining the proceeds of any such claim, and Lessor shall have no claim or right thereto. The foregoing does not apply to any fixture or improvement for which Lessee has received reimbursement from Lessor, either in cash or by recovery of cost by reduction of rent, or to any fixture or equipment which has been installed by Lessee in substitution for or replacement of any fixture or equipment which is now in place on the Demised Premises.

(d) Partial condemnation. In the event that only a part of the Demised Premises shall be so taken and the building shall be

partially removed or taken as a result thereof, Lessor shall, should this Lease remain in force as to the part not so taken, with reasonable diligence repair the remaining portion of the building in order to restore such remaining portion as a building complete in itself and in order to put the same in a condition to be used by Lessee as a complete building, but Lessor shall not be obligated to expend thereon more than the sum awarded to Lessor as compensation for the taking of a part of such building in such condemnation proceedings or in settlement in lieu thereof. There shall be an abatement or reduction in rent during restoration, to be determined in accordance with subsection (b) of this Section. Lessor may so repair only upon the condition that such repairs will render the Demised Premises reasonably suitable for Lessee's continued occupancy thereof.

(e) Notice of service of process. Each Party shall give to the other Party immediate notice of the service on either of them of any legal process in connection with any such condemnation proceeding. Each Party shall execute and deliver to the other Party all instruments which may be required in order to effectuate the provisions hereof.

(f) Provision for arbitration. In the event that, in the opinion of either Party, the percentages set forth in subsection (a) of this Section are unreasonable in the light of then existing conditions or in the event of any dispute or controversy between the Parties with respect to the provisions of this Section, the construction thereof or the rights and obligations of the Parties hereunder, such percentages or such dispute or controversy shall be arbitrated as follows: Each Party shall select an arbitrator, the two arbitrators so selected shall select a third arbitrator, who shall serve as the chairman of the arbitration panel, and the three arbitrators so selected shall hear and determine the controversy. The decision of the arbitration panel shall be final and binding on both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

Section 27. SECURITY DEPOSIT. As and for a security deposit, Lessee shall deposit with Lessor, on or before April 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, an amount equal to the first annual installment of rent which is due on that date. The Parties agree that such deposit shall be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease by Lessee to be kept and performed during the term hereof. If at any time Lessee shall be in default in the payment of any of the rent herein reserved or in the payment of any other sum payable hereunder by Lessee to Lessor, including without limitation the repayment of any sum expended by Lessor pursuant to the right, conferred upon Lessor by Section 24 above, to do or perform any act or thing of which Lessee is in default, then Lessor shall be entitled, but shall not be obligated, to appropriate and apply any portion of such deposit to the payment of any such rent or other sum which may be in default. The appropriation and application by Lessor of such security deposit as aforesaid shall not constitute a waiver on the part of Lessor of any default by Lessee, other than the particular default to which such security deposit, or portion thereof, is applied. In the event of the failure of Lessee to keep and perform all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee, then, at the option of Lessor, Lessor may, after terminating this Lease, appropriate and apply such deposit or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should such security deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, and Lessor shall not have exercised its option to terminate this Lease, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore

PAGE 112 MISSING

Lease shall continue in full force and effect as, or as if it were, a direct lease between such successor lessor and Lessee upon the same terms, covenants and conditions as set forth herein and shall be applicable and enforceable after such attornment. Notwithstanding the foregoing, any sale of the Demised Premises and subsequent attornment shall not be deemed to be or constitute a waiver, release, extinguishment or relinquishment on the part of Lessee of any of Lessee's accrued claims against Lessor. Upon the sale of the Demised Premises by Lessor, the successor lessor shall execute and deliver to Lessee a non-disturbance agreement in which the successor lessor agrees, in substance, that such sale or conveyance may not effect any of Lessee's rights hereunder in any way, nor may Lessee's leasehold estate hereunder be terminated or disturbed by reason of such sale or conveyance.

(c) Lessee's right of first refusal. Anything to the contrary in this Section notwithstanding, in the event that Lessor elects to sell the Demised Premises, or any portion thereof, at a private sale, during the term of this Lease, and to the extent that it then may lawfully do so, Lessor shall, before accepting any offer to purchase the Demised Premises or portion thereof, as the case may be, afford Lessee the right of first refusal to meet such offer, on the same terms and conditions as therein contained. If Lessee fails to notify Lessor in writing, within fifteen (15) days after Lessee receives notice of such offer from Lessor, of Lessee's intention to meet such offer or, after so notifying Lessor, fails to meet such offer within sixty (60) days after Lessee's receipt of notice of such offer, Lessor may accept such offer and sell the Demised Premises or portion thereof, as the case may be, to the person who submitted the same, in accordance with the terms and conditions therein contained.

Section 29. TRANSFER OF SECURITY DEPOSIT UPON SALE OR CONVEYANCE.

Upon any sale or conveyance by Lessor of the Demised Premises, Lessor shall transfer or deliver to the purchaser the security

deposit provided for in Section 27 hereof, or so much thereof as shall then remain, and thereupon Lessor shall be discharged from any further liability in reference thereto.

Section 30. RIGHT OF LESSOR TO ENCUMBER DEMISED PREMISES;

SUBORDINATION.

(a) Conditions to subordination. Lessor shall have the right, at any time and from time to time during the term hereof, to encumber the Demised Premises, and this Lease shall be subordinate to any mortgage or deed of trust which may hereafter be placed on the Demised Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee named in any such mortgage or deed of trust shall agree to recognize the interests of Lessee hereunder in the event of foreclosure, if Lessee is not then in default, and that this Lease is subject to the express conditions that such mortgagee or trustee, by the terms of such mortgage or deed of trust or by separate agreement (a copy of which mortgage or deed of trust or separate agreement, as the case may be, in a form reasonably satisfactory to Lessee's counsel, to be delivered by Lessor to Lessee concurrently with the execution of such mortgage or deed of trust), agrees, in substance, that, as long as this Lease is in effect, (i) Lessee may not be joined as a party defendant in any foreclosure action or proceeding which may be taken by such mortgagee or trustee, or its successor or successors, and (ii) Lessee may not be evicted from the Demised Premises, nor may any of Lessee's rights hereunder be affected in any way, nor may Lessee's leasehold estate hereunder be terminated or disturbed, by reason of any default under such mortgage or deed of trust; provided, however, that, upon the request of such mortgagee or trustee or the purchaser of the Demised Premises at any foreclosure sale, as the successor lessor, Lessee shall attorn to and recognize the successor lessor and shall execute and deliver thereto a recognition and attornment agreement in the form

prepared by such mortgagee or trustee or such purchaser, as the case may be, and reasonably satisfactory to Lessee's counsel. Upon any such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor lessor and Lessee upon the same terms, covenants and conditions as set forth herein and shall be applicable and enforceable after such attornment. Notwithstanding the foregoing, such attornment shall not be deemed to be or constitute a waiver, release, extinguishment or relinquishment on the part of Lessee of any of Lessee's accrued claims against Lessor.

(b) Agreement by mortgagee or trustee not to require subordination. In the event that any mortgagee or trustee shall agree to permit this Lease to be prior to the lien of its mortgage or deed of trust, upon such mortgagee's or trustee's giving notice in writing to Lessee to that effect, this Lease shall be deemed prior to the lien of such mortgage or deed of trust, whether or not this Lease is dated prior or subsequent to the date of such mortgage or deed of trust or to the date of the recording thereof. Lessee shall execute and deliver whatever instruments may be required for such purpose and, failing to do so within sixty (60) days after demand in writing, does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name, place and stead so to do.

Section 31. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this Lease, or any interest herein, and shall not sublet the Demised Premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Lessee excepted) to occupy or use the Demised Premises, or any portion thereof, without the prior written consent of Lessor, which consent shall not unreasonably be withheld by Lessor; and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such

consent shall be void and shall, at the option of Lessor, terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee, by operation of law without the written consent of Lessor.

Section 32. HOLDING OVER. Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from year to year, at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 33. SURRENDER OF LEASE. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation hereof shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any and all such subleases or subtenancies.

Section 34. REMEDIES CUMULATIVE. All of the remedies hereinbefore and hereinafter conferred on Lessor shall be deemed cumulative, and no one shall be deemed exclusive of any other or any other remedy conferred by law.

Section 35. LESSEE'S REMEDIES. Except as otherwise provided in this Lease, if Lessor defaults in the observance or performance of any term, covenant or condition which is expressly required to be observed or performed by it hereunder, Lessee shall have the option, in the alternative, (i) to terminate this Lease, in which event all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum, other than the initial payment of One Million One Hundred Seventy-five Thousand and No/100ths Dollars (\$1,175,000.00) paid by Lessee upon the execution hereof, as provided for in subsection (a) of Section 3 hereof, shall have been paid in advance, Lessor shall refund the same for the un-

expired period for which payment shall have been made, or (ii) to remedy such default and to pay such expenses as may be necessary therefor. In the event that Lessee elects to remedy such default, all sums expended or obligations incurred by Lessor in connection therewith shall be paid by Lessor to Lessee upon demand, and, if Lessor fails to reimburse Lessee for such sums, Lessee may deduct the same from the rents subsequently payable hereunder until such sums have been fully reimbursed to Lessee. Lessor shall not be deemed to be in default hereunder, however, unless Lessee shall first give to Lessor ninety (90) days' written notice of such default, and Lessor has failed to cure such default within such ninety (90) day period, or, if the default is of such a nature that it cannot be cured within ninety (90) days, Lessor has failed to commence to cure such default within such period of ninety (90) days or has failed thereafter to proceed to the curing of such default with all possible diligence.

Section 36. ATTORNEYS' FEES. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the provisions of this Lease, or for the recovery of the possession of the Demised Premises, the prevailing Party shall be entitled to recover from the other Party, as part of the prevailing Party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Section 37. WAIVER. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular installment or

installments of rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

Section 38. ESTOPPEL CERTIFICATES. Lessor and Lessee shall, at any time and from time to time during the term hereof and upon no less than fifteen (15) days' prior request by the other Party, execute, acknowledge and deliver to Lessor or Lessee, as the case may be, a statement in writing certifying that this Lease is unmodified, or, if modified, the particulars of any such modification, the identity of the Parties, that the same is in full force and effect (or, if there has been any modification, that the same is in full force and effect as so modified) on the date of such statement and the date to which rent has been paid, it being the intent of the Parties that such statement may be delivered to and relied upon by any prospective purchaser, encumbrancer or assignee of the respective Parties.

Section 39. NOTICES.

(a) Addresses to which notices are to be sent. All notices, demands or writings in this Lease provided to be given or made or sent that may be given or made or sent by either Party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and either delivered in person to the person identified below or deposited in the United States mail, first-class postage prepaid, addressed as follows:

If to Lessor:

City of Las Vegas
c/o Las Vegas City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

If to Lessee:

Four Queens Hotel & Casino
c/o Office of the President
202 East Fremont Street
Las Vegas, Nevada 89101

(b) Change of address. The address to which any notice, demand or writing may be given or made or sent to any Party as above provided may be changed by written notice given such Party as above provided.

CITY COUNCIL MINUTES - FEBRUARY 15, 1984

0119

Section 40. TIME OF THE ESSENCE. Time is of the essence of this Lease, and of each and every term, covenant, condition and provision hereof.

Section 41. SECTION CAPTIONS. The captions appearing under the section and subsection designations of this Lease are for convenience only and are not a part of this Lease, do not in any way limit or amplify the terms and provisions of this Lease and should not be relied upon or resorted to in the interpretation of the respective sections and subsections.

Section 42. PARTIES BOUND. This Lease, and each of the terms, covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, successors, executors, administrators and assigns.

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

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS

By Ron Lurie
RON LURIE, MAYOR PRO-TEM
"LESSOR" 3-28-84

ATTEST:

Steven A. Wilson
Secretary

FOUR QUEENS, INC.

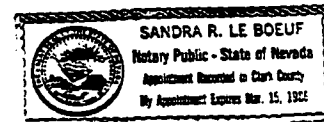
By James Hood
President
"LESSEE"

STATE OF NEVADA)
) ss.
 COUNTY OF CLARK)

0120

On the 18th day of March, 1984, personally
 appeared before me, a Notary Public, RON LURIE and CAROL
 ANN HAWLEY who acknowledged that they executed the above instru-
 ment.

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



STATE OF)
) ss.
 COUNTY OF)

On the 27th day of March, 1984, personally
 appeared before me, a Notary Public, Jeanne Hood and
Steven Winsor who acknowledged that they executed
 the above instrument.

Jewell M. Bidelman
 NOTARY PUBLIC in and for said County and State



NOTARY PUBLIC
 STATE OF NEVADA
 County of Clark
 JEWELL M. BIDEIMAN
 My Appt. Expires April 18, 1987

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC SERVICES
RIGHT OF WAY DESIGN SECTION
LEGAL DESCRIPTION

0121

Tax Parcel No. 2-407-

Document No. _____

Vesting C.L.V. - Lease of Carson Garage

Section _____

Street/Subdivision Clark's L.V. TownsiteRequested cdp Written bb Checked mwb Proofread bb & jw
1-17-84 1-17-84 1-17-84 1-17-84

That portion of Block 19 of CLARK'S LAS VEGAS TOWNSITE as shown by map thereof on file in Book 1 of Plats, Page 37 in the Office of the County Recorder of Clark County, Nevada, described as follows:

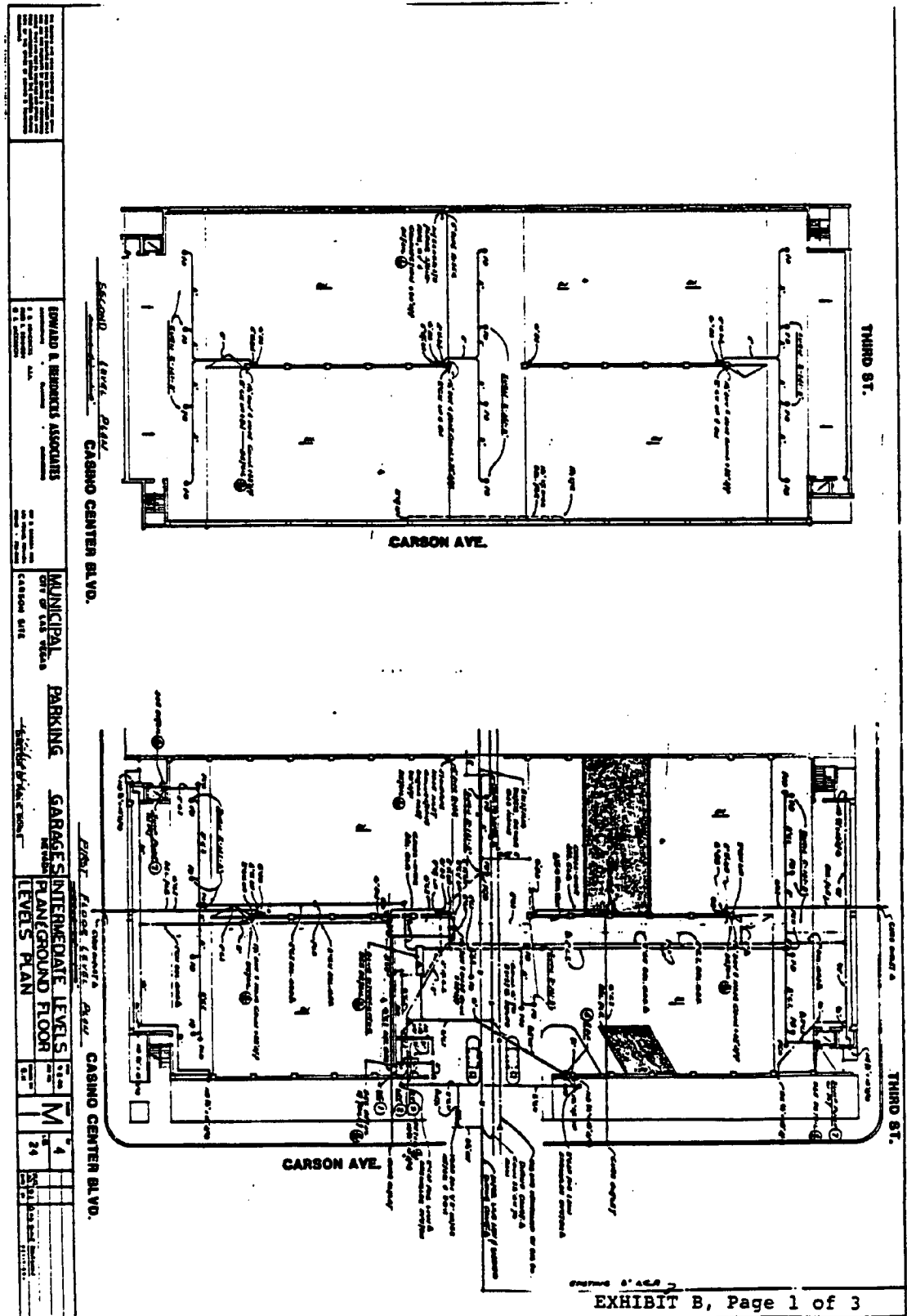
BEGINNING at the Northwestern corner of Lot 17, Block 19 of said CLARK'S LAS VEGAS TOWNSITE; thence along the Northeasterly line of said Lot 17, the Southeasterly prolongation of said Northeasterly line and the Northeasterly line of Lot 28 of said Block 19, South 62°15' East a distance of 300 feet to the Southeasterly line of said Block 19; thence along the Southeasterly line of said Block 19, South 27°45' West a distance of 132 feet to the Northeasterly line of the Southwesterly 18 feet of said Block 19; thence along the Northeasterly line of said Southwesterly 18 feet, North 62°15' West a distance of 300 feet to the Northwestern line of said Block 19; thence along the Northwestern line of said Block 19, North 27°45' East a distance of 132 feet to the TRUE POINT OF BEGINNING.

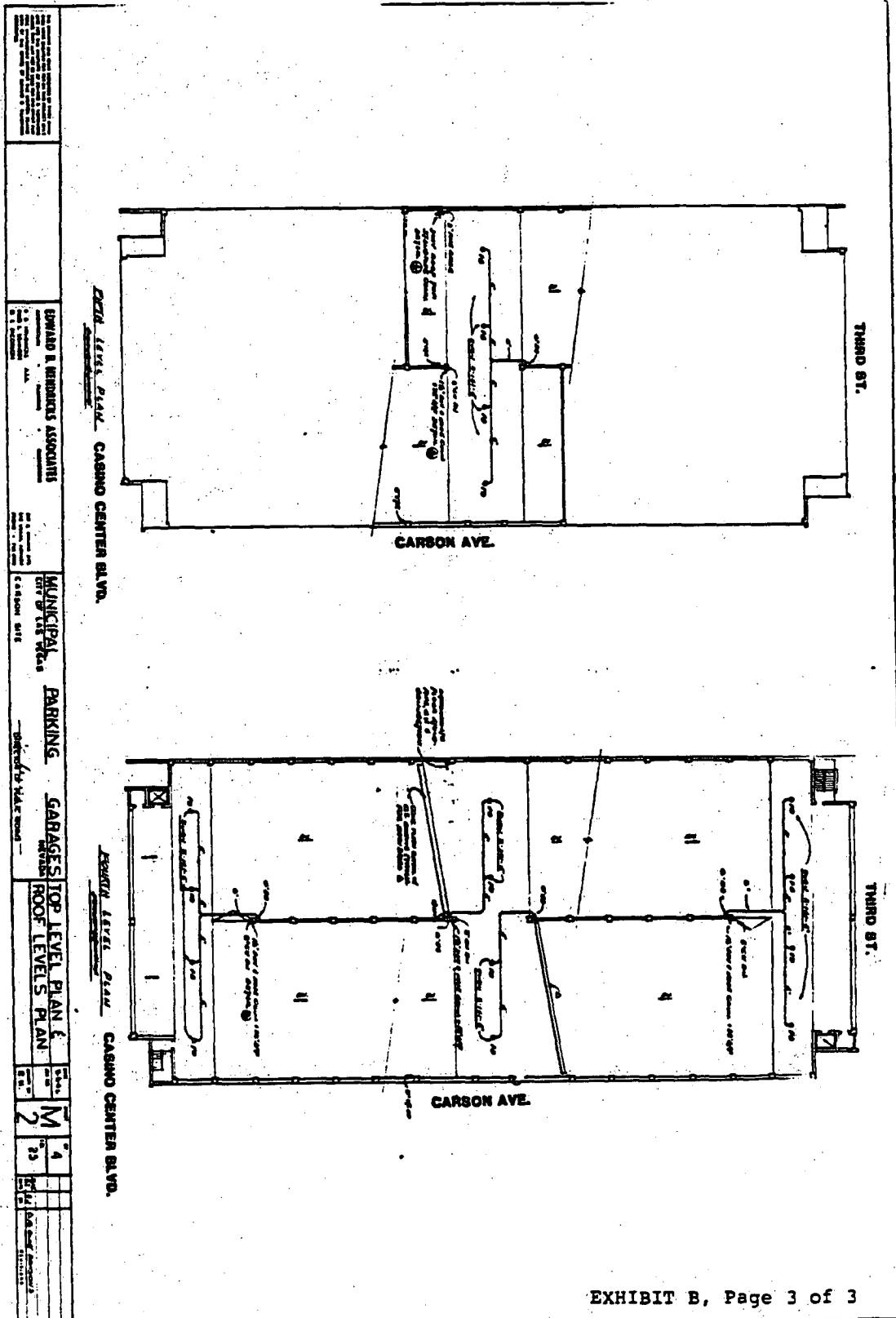
Together with an easement for ingress and egress over and across the following described parcel of land:

COMMENCING at the Southwesterly corner of said Block 19; thence along the Southwesterly line of said Block 19, South 62°15' East a distance of 132 feet to the TRUE POINT OF BEGINNING thence continuing along said Southwesterly line, South 62°15' East a distance of 36 feet; thence North 27°45' East a distance of 18 feet to the Northeasterly line of the Southwesterly 18 feet of said Block 19; thence along the Northeasterly line of said Southwesterly 18 feet, North 62°15' West a distance of 36 feet; thence South 27°45' West a distance of 18 feet to the TRUE POINT OF BEGINNING.

PROVIDED HOWEVER, that if the entrance to the Demised Premises is relocated and the above-described easement therefore becomes unnecessary for ingress to and egress from the Demised Premises, said described easement shall be automatically extinguished and the right to occupy and use the same shall revert to Lessor as if said described easement had never existed.

EXHIBIT A





0125

BID FORMPlace CITY OF LAS VEGAS NEVADADate: February 8, 1984

Bid No. _____

Bid of FOUR QUEENS, INC. hereinafter called "BIDDER", a corporation organized and existing under the laws of the State of NEVADA, a partnership, an individual doing business as _____*.

To: THE CITY OF LAS VEGAS, NEVADA

The Bidder, in compliance with your Invitation to Bid for the lease of the Carson Avenue Parking Facility, having carefully read the attached INDENTURE OF LEASE AGREEMENT, and related documents, having visited the site of the Carson Avenue Parking Facility and being familiar with all of the conditions surrounding the proposed lease of the Carson Avenue Parking Facility, hereby proposes to lease the Carson Avenue Parking Facility from the City of Las Vegas in accordance with the Contract Documents, including the attached proposed form of INDENTURE OF LEASE AGREEMENT.

The Bidder acknowledges receipt of the following addenda:

ADDENDUM #1

The Bidder understands that the City Council reserves the right to reject any or all bids and to waive any informality in any bid and that the contract will be awarded, if at all, only upon the approval of the City Council.

The Bidder agrees that its bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bid.

*Indicate corporation, partnership, or individual as appropriate, by striking inapplicable language.

BID SCHEDULE

ITEM NO.	QUANTITY	DESCRIPTION	TOTAL AMOUNT
1.	TOTAL RENT FOR 50-YEAR LEASE TERM (see Section 3, subsection (a) of proposed In- denture of Lease)	Carson Avenue Parking Facility	<u>\$ Seventeen Million Five Hundred Thousands</u> 17,500,000 (Written) (Figures)

*NOTE: IT IS UNDERSTOOD AND AGREED THAT THIS FIGURE IS SUBJECT TO ADJUSTMENT AS PROVIDED IN SECTION 4 OF THE PROPOSED INDENTURE OF LEASE. ALSO, THIS AMOUNT IS SUBJECT TO THE REQUIREMENTS OF THE TERMS FOR "PUBLIC AUCTION" FOUND IN THE SUPPLEMENTAL CONDITIONS OF THIS INVITATION TO BID.

0127

Upon receipt of the written notice of acceptance of its bid, the Bidder will execute the formal Agreement, in substantially the form attached hereto, within fifteen (15) calendar days. The bid security attached in the sum of two million dollars (\$2,000,000.00) is to become the property of the City of Las Vegas in the event that the Agreement is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City of Las Vegas caused thereby.

Dated February 8, 1984

FOUR QUEENS, INC.

Name of Bidder, Corporation

Firm, or Individual

By Jeanne Hood

JEANNE HOOD, PRESIDENT

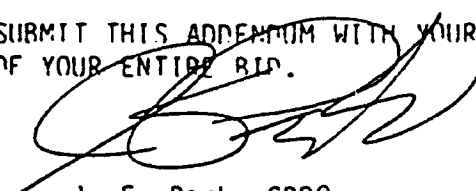
Typed or Printed

PHONE NUMBER (702) 385-4011
AREA CODE

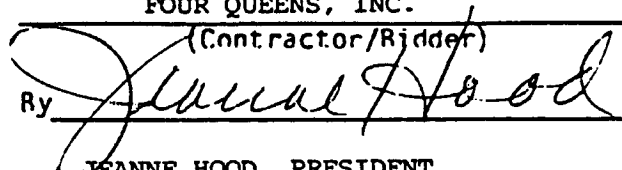
0128

All other terms and conditions shall remain the same.

NOTE: FAILURE TO SIGN AND SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL MAY BE
CAUSE FOR REJECTION OF YOUR ENTIRE BID.


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

February 8, 1984
Date

FOUR QUEENS, INC.
(Contractor/Bidder)
By 
JEANNE HOOD, PRESIDENT

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 1
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

MAYOR BRIARE: Item D. Consideration of and action on bids for the lease of the Carson Avenue Parking Facility.

COUNCILMAN LEVY: Mr. Mayor.

MAYOR BRIARE: Councilman Levy.

COUNCILMAN LEVY: First of all, we received one bid. Well, I think I'll turn it over to Jan first. Go ahead, Jan.

DEP. CITY ATTORNEY
JAN STEWART:

I could just briefly mention, as Councilman Levy said, we only received one bid, the bid of Four Queens. It contemplates a gross unadjusted rental in the amount of \$17,500,000 over the fifty-year term of the lease. That amounts to \$350,000 per year. I think you've received a communication from Mr. Leavitt and Mr. Ogilvie with reference to their recommendations on ballots that have been mailed. I also need to bring to the Board's attention, I received a communication less than an hour ago from Mr. Chavez of Chavez Industrial Bank. "Dear Mr. Ogilvie:" This letter was addressed February 13, and just received in our office this morning. "Dear Mr. Ogilvie: I'm in receipt of your bid specifications for the City of Las Vegas. However, I did not receive the package until the day before it was due, and therefore, I'm asking if you will accept my late bid. I will pay \$60,000 per month, or a total of \$36,000,000 for fifty years. This is substantially more than the minimum requirement of \$43,000 per month, so I would think this would be attractive to the City of Las Vegas. Please review my proposal and let me know if you are interested. Very truly yours." I should point out to the Board that this does not comply with the rules established when we went out to bid with this particular project. From information that we gathered, Mr. Chavez failed to submit his bid as required on February 8, 1984. At 3 P.M. his bid was required. Bids were mailed to Mr. Chavez on January 20, 1984 at 4:30 P.M. Certified Mail. A pre-bid conference was held on February 3, 1984. Mr. Chavez did not appear. Mr. Park of our Purchasing Department talked with Mr. Chavez on the phone twice prior to the pre-bid conference about the pre-bid. Mr. Ogilvie also talked to Mr. Chavez several times prior to the pre-bid and bid opening. A bid addendum was mailed to Mr. Chavez by Air Express on February 3, 1984, and on Friday, one-day service on Air Express. Mr. Park of the City staff talked to Mr. Chavez on telephone on January 24, 1984. Mr. Chavez called at 9:09 A.M. on that date. Mr. Park returned his call at 9:30 A.M. on that date and discussed the bid documents which Mr. Chavez had in hand at that time. Mr. Park again talked to Mr. Chavez on the telephone about the bid on January 25, 1984. I submit to the Board that he has had plenty of time, adequate notices. He's known about this. There's been telephone communications indicating that

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 2
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

DEP. CITY ATTORNEY
JAN STEWART:

he received the documents. The letter that we have today does not comply with the rules established. There is no bid bond that was originally determined to be in the amount of \$2 or \$3 million dollars which insures that whoever comes in would be substantial and be able to stand behind their bid. That has not been received, so I bring this to your attention to let you know it was received, but I give you my opinion that it cannot be acted upon or accepted by this Board because it did not comply with the rules we originally established.

MAYOR BRIARE:

Is Mr. Chavez present? Is there a representative of Mr. Chavez or the Chavez Industrial Bank, is that what it's called?

DEP. CITY ATTORNEY
JAN STEWART:

Chavez Industrial Bank.

MAYOR BRIARE:

Is there any representative here? Mrs. Hawley, have the record reflect that no one representing Mr. Chavez was present. Now, Mr. Levy, did you want to make a comment?

COUNCILMAN LEVY:

I sure do, Mayor. Number 1, I was very disappointed in the bid that we received which was substantially less than what we were considering. First of all, I'd like to make a motion that we reject the bid from the Four Queens, Inc. We can discuss what we want to do from there -

DEP. CITY ATTORNEY
JAN STEWART:

May I inquire --

COUNCILMAN LEVY:

-- as to the money.

DEP. CITY ATTORNEY
JAN STEWART:

Are you throwing out all bids because my concern is if you throw out all bids, that means we start the whole process over? If you are talking about we don't like the amount, and if it's not more than that, or if it's some other thing, then I don't think it's necessary to reject all bids. It's necessary to say we don't like the amount and start from there.

COUNCILMAN LEVY:

Well, that's basically where I'm at.

COUNCILMAN LURIE:

You don't want to reject all bids. You want to reject the amount that was bid and see if we want to negotiate at a higher fee.

COUNCILMAN LEVY:

That's basically where I'm at.

COUNCILMAN NOLEN:

Can't we just open it up to auction at this time? I believe that was in the original terms and conditions of the bid agreement.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 3
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

COUNCILMAN LURIE: That's if there was two bidders. There's only one bidder.

MAYOR BRIARE: There might be someone in the audience that is wanting to submit a bid. Would you state the names.

COUNCILMAN LEVY: Yes, Mayor. We received the one bid of the Four Queens, Inc. for \$17,500,000, or \$350,000 per year. That would, of course, would be plus our cost-of-living increases.

MAYOR BRIARE: Is there anyone in the audience that is here at this time in accordance with the procedures that have been set up by this Council that wishes to offer a bid in an auction? I don't see anyone except Mrs. Hood, who is going to -- are you going to raise your bid? Let me determine, Mrs. Hood, that there is no one who has indicated they are here for the purpose of auctioning, participating in an auction. Have the record also reflect -- we're not at that point yet because we haven't taken a vote on Councilman Levy's motion to reject the price. Mrs. Hood.

JEANNE HOOD: Good morning, gentlemen. I want to thank you for the opportunity to come here and explain to you that our only intent in all of this, all the discussions that have occurred since the bid opening, have been in an attempt to explain our position and why we believed the appraisal figure was high and that our bid was correct, or somewhere in the ballpark. I know there's been some misconceptions about our intent here and really it was simply to try and inform the staff of where we were and why we bid as we bid. We have such great plans. As you know, we have leased the Westlake property and we intend to expand and the garage would be a perfect edge onto what we believe we are trying to do to improve downtown Las Vegas, and I think that's what we all desire to do. I don't know, we did speak with Mr. Leavitt and we have informed him as to why our bid was where it was and we'll see what his comments were or how he responded to you gentlemen.

COUNCILMAN LEVY: Well, then, basically that is your bid; is that what you're telling us today?

ATTY. MIKE SLOAN: Councilman, as you are aware, the format of this particular document contemplated that it could have been an auction. At the time we submitted our bid, we did not know whether or not another individual or corporation would bid and I have to be candid with you to say that most intelligent people would not go to an auction and necessarily come up with their best price first. I suppose what the Council is indicating to us is that there is a number which you feel below that would not be appropriate. We would certainly

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 4
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

ATTY. MIKE SLOAN:

like to have the opportunity to see if we can meet a number which you feel is fair and equitable. We thought that an opening bid of \$17,500,000 was fair, given the requirement of putting up the \$1,175,000 first, given the requirement of putting up the last year's rent and having the obligation of repairs. I think that as we've also tried to indicate to staff, we believe that a good indication of value is what a bona fide purchaser, and by that I mean a person who puts their money where their mouth is and puts up the \$2,000,000, is willing to pay. Councilmen, I guess that was a long way around of saying we would be happy to hear from the Council. You've already expressed your unhappiness with the size of our opening bid. We are earnestly seeking guidance from the Council. We would go forward. We very much would like to have the opportunity to lease this. We think it's in the best interests, not only of the Four Queens, but of the City of Las Vegas. If you will give me an indication, we would confer for a moment and see if we could make a better proposal.

MAYOR BRIARE:

There's been no vote taken yet. Do you want to discuss this a little bit with Mrs. Hood? We're at a difficult position here, Mr. Sloan, as you well know, because I don't know whether you were a State Senator when the Open Meeting Law was passed or not, but it makes it very difficult to try to do this so that, Number 1, it's a long-term relationship, and I know that each of us here do not want to create an error in some way that is going to impede the possible long-term relationship. I'm concerned, and Mr. Stewart, while you were reading Mr. Chavez's letter the thought came back and Mr. Nolen has already taken care of it by saying that there has to be an auction created here. I've asked the question so that we can kind of have it in the back of our minds if anybody is here for the purpose of participating in an auction and we have a motion to reject the price that you've first offered, so obviously at least one member of this Council doesn't like that figure and I want to be very careful how we move here so that we don't cut ourselves off. The Council wants to lease that garage, but at least one member has a motion on the floor here that \$350,000 is not proper. Now, Jan, I haven't addressed it, and as yet, I have not heard any Council member object and speak in opposition to this motion so I want to be very careful as to how we proceed here so we don't throw these people out. What is the proper motion if the Council agrees with Councilman Levy? The motion is to reject the \$17,500,000 or \$350,000 a year.

DEP. CITY ATTORNEY
JAN STEWART:

There could be several motions. That is a proper motion to reject that amount. I would not like to see you reject all bids because that means we start all over again.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 5
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

COUNCILMAN LEVY: I'm with you, Jan.

MAYOR BRIARE: We're going to have the whole motion restated here.

DEP. CITY ATTORNEY
JAN STEWART: Another motion would be -- a possible motion is, I feel that the City shouldn't accept any less amount than X amount of dollars and you could vote on that and you could start from there, if you want.

MAYOR BRIARE: Does our Finance Director have a figure that would be recommended would be a bottom line figure?

COUNCILMAN LEVY: If not, your real estate broker has.

MAYOR BRIARE: Let's hear from them in the order that I've just called them out. Mrs. Hood, we want to do this right and it might be that if this is rejected that you might want to put in a bid, if that's the proper word. Now if there was somebody in the audience here, Mr. Stewart --

DEP. CITY ATTORNEY
JAN STEWART: There's no other people can participate except those who actually originally submitted a bid, according to the rules we originally established.

MAYOR BRIARE: I thought anybody that wanted to could come here --

DEP. CITY ATTORNEY
JAN STEWART: I was glad you asked that question because we determined nobody else was here, but they really couldn't have participated in the process.

MAYOR BRIARE: Supposing there was another bidder that threw in a number and it was all proper, then he could stand up right now and say "Well, I will come up with half a million a year."

DEP. CITY ATTORNEY
JAN STEWART: If he had submitted a bid and a bid bond, that's true. It would be just like a regular auction between the two, but you only have one.

MAYOR BRIARE: Where do we go from here?

DEP. CITY ATTORNEY
JAN STEWART: We can reject the price and determine if they want to pay more, or you can reject. If you want to reject all bids, that's the end of it. There is no more.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 60134
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

COUNCILMAN LURIE: If you reject the price, then you establish a minimum price that they would accept and they have to decide if they want to pay that, otherwise, the deal is all off.

DEP. CITY ATTORNEY
JAN STEWART: That's right.

COUNCILMAN LURIE: That's the way it should be done. That's the simplest way to do it.

MAYOR BRIARE: Say that again, please.

COUNCILMAN LURIE: The way it should be done is that the City reject the \$350,000 per year and that the City establish a figure that they would accept as a minimum price to lease the garage and tell the people from the Four Queens "This is the price that we would accept." If the Four Queens wants to accept that price, then they can say "yes" and that would close all discussion and we could make a motion to approve that and sign a lease.

MAYOR BRIARE: Mr. Levy.

COUNCILMAN LEVY: Yes, Mayor. I have analyzed the parking garage and the fact that it is with its limitations to a parking facility. Of course, they will always have the right to come back and talk to the Council, whoever it may be, in the future to see if something else can be worked out in that regard, but along that line, I would like to indicate that I've analyzed it. I feel that a number would be in the range of \$22,000,000 over the fifty years, plus all of our kicks, such as cost of living and everything else that we've stated in our lease agreement, but I wouldn't accept less than a bid of \$22,000,000.

MAYOR BRIARE: What does that figure out per year?

COUNCILMAN LEVY: Four hundred and forty thousand.

MAYOR BRIARE: Do we have any projections or anything from Mr. Leavitt?

CITY MANAGER
ASHLEY HALL: Mr. Leavitt.

MARVIN LEAVITT: We have a somewhat difficult situation here to analyze. We had an appraisal on the building which indicated that the value of the building was \$6,500,000. That essentially is -- I believe Councilman Lurie mentioned, was using the best use of the building. Under this situation, we had restricted the use of that to a garage, which is somewhat less valuable than it would be if they had unrestricted use of that property. Previously, I had been asked to make a recommendation as to the minimum bid. I simply, at that point in time, took \$6,500,000, subtracted \$1,175,000 from that amount, to get the minimum bid which would be \$532,500, based on 10% of the remaining value. Now that, of course, almost makes the assumption that they --

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 0135
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

MARVIN LEAVITT: -- that the \$6,500,000 figure is the right figure to use, based on what's available to them. I'm certain that Councilman Levy, in making his recommendation of the \$440,000, has adjusted that for the consideration that this building essentially cannot be used as anything but a garage, so the determination has got to be made as to how much adjustment are we going to make to have that in the agreement. If it's only going to be used for a garage, then I think the \$532,000 is high. If it could be used for anything, then probably the \$532,000 is a legitimate figure. It is a difficult determination to make by any strict financial means as to how much do you give away considering that they have a restricted use. Probably the \$440,000 that Councilman Levy has recommended is not -- it is within the range as I would think it would be, based on that restriction. If, however, we were going to remove that restriction, I would think \$532,000 would be a good figure.

MAYOR BRIARE: Well, we're not talking about that. Do you agree that perhaps our brokers recommendation is a good recommendation?

MARVIN LEAVITT: That seems to be in the range to me, based on the restriction that we have in the agreement.

MAYOR BRIARE: Councilman Lurie.

COUNCILMAN LURIE: Well, we can't even discuss changing the use because that would change all of the bid specifications, so at the time, let's say, ten years, fifteen years, the Four Queens comes in and want to change the use. At that time then that opens up renegotiations and the increase and the amount of money that the City would receive would be based on the use that they want to come in and change to.

COUNCILMAN LEVY: Certainly, but I think that we were dead against them doing anything but using it for parking. I know that was my position when we talked about it a couple of years ago. We want that as a parking garage, so that we will have sufficient parking downtown at this time.

MAYOR BRIARE: There are probably at least two people in this room who don't agree with Councilman Levy, but there might be others that do agree with him. I suppose one way to find that out would be to go ahead and take a vote on the motion. I'm going to have Jan Stewart help us with the motion because --

COUNCILMAN LEVY: I'll withdraw my original motion, Mayor.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 0136
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

MAYOR BRIARE: Mr. Stewart, do you want a moment to prepare a motion that would encompass the figure that Councilman Levy has said here?

COUNCILMAN LEVY: Reject the existing one.

COUNCILMAN LURIE: Can I ask a question?

MAYOR BRIARE: Oh, of course.

COUNCILMAN LURIE: The question that I would like to ask deals with the motion that if the Board approves the motion to reject the \$350,000 and that we would accept the minimum bid of the \$440,000, then, after we did that, then would Mrs. Hood and Mr. Sloan have to decide whether or not they want to accept that? If they do accept it, then we have to have a motion to approve an agreement with them, or if they don't accept it, we just reject the whole thing.

COUNCILMAN LEVY: I'm playing the second bidder.

MAYOR BRIARE: I agree with you Councilman. I wish we could let those two folks go talk to Mr. Stewart here because I don't want to blow this. I would like to see you get it at the price that is being suggested here, but I'm not a mind reader, Mrs. Hood. I don't know how to vote on this thing because I don't want to blow the whole deal.

DEP. CITY ATTORNEY
JAN STEWART: I would suggest that the motion be that we not accept the figure of \$350,000 per year and that the City take the position that we will not accept anything less than \$22,000,000 as the total amount, or the \$440,000 and all of the other terms that have been specified.

COUNCILMAN LEVY: So moved.

MAYOR BRIARE: Alright. Now we've got at least a motion that is going to properly reflect what I think this Council wants to do. Are there comments by the Council? Cast your vote. Post. The motion is approved.

COUNCILMAN LURIE: Do you want to come back after lunch with a decision on this -- have time to discuss it?

JEANNE HOOD: No. We're going to talk for just a minute.

MAYOR BRIARE: Okay.

EXCERPT - CITY COUNCIL MEETING - FEBRUARY 15, 1984 - 10:00 A.M. - PAGE 9
V. GEORGE F. OGILVIE - CITY ATTORNEY. ITEM D. CONSIDERATION OF AND ACTION ON BIDS
RE: LEASE OF CARSON AVENUE PARKING FACILITY.

COUNCILMAN LURIE: Why don't we go on to the next item?

MAYOR BRIARE: Oh, by all means, let's go on to the next item. We won't leave for lunch until we get back with you, Mrs. Hood.

JEANNE HOOD: We're ready.

MAYOR BRIARE: Do you have a statement you'd like to make?

JEANNE HOOD: Yes. Although when I came here I did not have a figure of \$22,000,000 that I would be willing to bid. In an effort to get past this thing and have it happen now for the good of downtown Las Vegas, I will bid \$22,000,000.

DEP. CITY ATTORNEY
JAN STEWART: That includes all the other terms as specified?

JEANNE HOOD: Yes, it does, sir. We have reviewed all of those.

COUNCILMAN LURIE: Jan, do we need a motion to accept that bid?

COUNCILMAN LEVY: Yes, you do. Go ahead, Ron.

COUNCILMAN LURIE: Basically, what I would like to say has to do with a motion that I'll get to, but I have been dealing with this situation for a long time and I haven't ever been happy being in the garage business because the garage business is kind of a loser for the City. I think that the City is making an excellent proposition here for the City as well as if we accept the proposal from the Four Queens to take us out of a situation that will show some improvement in the downtown area, so Mayor, I would move that we accept the bid from the Four Queens at \$22,000,000 over the fifty years, along with all of the other conditions outlined in the bid specifications.

MAYOR BRIARE: Comments? Cast your vote. Post. Motion is APPROVED. Mrs. Hood, you know you can have all the signed documents, etc., etc., but in the tradition of good gaming, let's shake on it.

(Motion carried unanimously.)

END OF EXCERPT

AGENDA

City of Las Vegas

February 15, 1984

Page 22

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

ITEM Council Action Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

1155 A. BILL NO. 83-71 - REQUIRES LICENSING OF TELEPHONE SOLICITORS. ESTABLISHES REQUIREMENTS FOR LICENSING, REGULATES SALES PRESENTATIONS, MAKES LICENSEE RESPONSIBLE FOR ACTS OF EMPLOYEES AND INDEPENDENT CONTRACTORS, AND GIVES CUSTOMER RIGHT OF REFUND. (THIRD AMENDMENT).

Committee: Councilmen Lurie and Levy

First Publication: Review-Journal - 1/21/84

Committee Recommendation:

Adoption as per Third Amendment at 2/15/84 meeting.

Lurie -
Second Reading and
Bill ADOPTED as per
Fourth Amendment.
Unanimous

Clerk to proceed
with second
publication

Shari Compton,
Commissioner of
Consumer Affairs,
appeared and requested that page 7,
line 3 be amended
to include "and the
factor." This amendment was accepted by
the Council and made
part of approving
motion. (4th Amend.

Roy Woofter, Atty,
Direct Sales Assoc.
appeared.

1003 B. BILL NO. 84-2 - ANNEXATION NO. A-14-83(A), PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKLEY BOULEVARD AND DECATUR BOULEVARD; PETITIONED BY: CYCLOPS CORPORATION; ACREAGE: APPROXIMATELY 0.95 ACRES; ZONED: R-E (under Resolution of Intent to C-1) (COUNTY CLASSIFICATION) N-U (under Resolution of Intent to C-1) (CITY EQUIVALENT).

Committee: Councilmen Nolen and Christensen

First Publication: Review-Journal - 2/4/84

Committee Recommendation:

Adoption at 2/15/84 City Council meeting.

Nolen -
Second Reading and
Bill ADOPTED
Unanimous

Clerk to proceed
with second
publication

APPROVED AGENDA ITEM

mp Cool

City of Las Vegas

0139

AGENDA DOCUMENTATION

Date: 12-2-83

TO:

The City Council

FROM:

Robert Yeagor
CITY ATTORNEY

SUBJECT: Bill No. 83-71 -- provides for the licensing of telephone solicitations, and sets down guidelines for licensing, sales presentation and licensee responsibilities

PURPOSE/BACKGROUND

This Bill was drafted in response to increasing numbers of complaints regarding certain telephone solicitating operations in the City. In a nutshell, they have been offering vacation packages to purchasers elsewhere in the country in return for purchasing pens and other advertising specialties imprinted with the purchaser's name. The customers have complained to the Better Business Bureau that they have received shoddy merchandise and no premium after paying approximately \$250.00.

This Bill would require the licensing of these operations and would require all employees and solicitors to obtain work cards. The licensees would also have to be bonded and submit copies of advertising, contracts and premiums to the Department of Business Activity as part of the licensing process. This additional information is intended to provide the Department with the clues to disreputable businesses that should not be licensed. This Bill also provides the customer with an unqualified right of refund after he returns the merchandise with a written explanation for returning it.

FISCAL IMPACT

None

RECOMMENDATIONS

This Bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

Agenda Item

VI - A.

City of Las Vegas

0140

AGENDA DOCUMENTATION

Date: January 6, 1984

TO: The City Council

FROM: Val Steed *Val Steed*
Deputy City AttorneySUBJECT: Bill No. 84-2
Annexation No. A-14-83(A)PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located at the southwest corner of Oakey Boulevard and Decatur Boulevard. The annexation process has now been completed in accordance with the NRS and the final date of annexation (February 24, 1984) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-14-83(A)
Property Located:	At the southwest corner of Oakey Boulevard and Decatur Boulevard
Petitioned By:	Cyclops Corporation P. O. Box 29052 Phoenix, Arizona 85038
Acreage:	Approximately 0.95 acres
Zoned:	R-E (under ROI to C-1) (County classification) N-U (under ROI to C-1) (City equivalent)

FISCAL IMPACTRECOMMENDATIONS

This Bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

Agenda Item

VI - B.

January 17, 1984

INTER-OFFICE MEMORANDUM

TO:

FILE

FROM:

CA
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
JANUARY 16, 1984

COPIES TO:

1/18/84, 2/1/84 & 2/15/84 C.C. Meeting Books
City Attorney
Business Activity
Community Planning and Development
Engineering Services
Building & SafetyPublic Services
Fire Services
Metro

MEETING HELD:

Monday, January 16, 1984, at 4:00 P.M. in the City Manager's
Conference Room, 10th Floor, City Hall, 400 East Stewart
Avenue, Las Vegas, Nevada. Meeting adjourned at 6:00 P.M.

PRESENT:

Councilman Lurie
Councilman Nolen
City Manager Ashley Hall
Deputy City Manager Don Saylor
Executive Assistant to City Manager Richard Blue
Deputy City Attorney Jan Stewart
Deputy City Attorney Bob Yeargin
Director of Business Activity Jerry Cahill
Jim DiFiore, Business Activity
Carol Ann Hawley, City Clerk
Linda Owens, Deputy City Clerk
Jerry Ralya, Las Vegas SUN
John Kane, Consumer Affairs - State of Nevada
Shari Compton, Consumer Affairs Commission
Atty. Roy Woofert, Direct Sales Association
Daniel Mosley, Direct Sales Association
Rodney S. Conant, Conant & Company
Bruce W. Whiteley, Southwest Marketing/Direct Sales Association
Thomas Cassiola, Telstar Corporation/Direct Sales Association
Paul Nutter, Better Business Bureau
Dani Farris, American Distributing/Direct Sales Association
Steve Sisolak, American Distributing/Direct Sales Association
Walt Glenn, Las Vegas Metropolitan Police Department
Curtis Tucker, Las Vegas Metropolitan Police Department - Fraud
Jan Nutter, Better Business Bureau
Charles Jeronis, United States Postal Inspector
Ben Roscoe, senior citizens' representative

EXCUSED:

Councilman Christensen
Councilman Levy

Recommending Committee Meeting
January 16, 1984
Page 2

- A. BILL NO. 83-71 - REQUIRES LICENSING OF TELEPHONE SOLICITORS, ESTABLISHES REQUIREMENTS FOR LICENSING, REGULATES SALES PRESENTATIONS, MAKES LICENSEE RESPONSIBLE FOR ACTS OF EMPLOYEES AND INDEPENDENT CONTRACTORS, AND GIVES CUSTOMER RIGHT OF REFUND.

Committee: Councilmen Lurie and Levy

Atty. Roy Woofter appeared on behalf of the Direct Sales Association and had several suggested amendments. The committee requested that all interested parties in this bill meet immediately thereafter to work out some of the suggested amendments. A transcript of this meeting is available in the Office of the City Clerk. The committee recommended this bill be placed back on the agenda for the January 30, 1984 Recommending Committee meeting.

- B. BILL NO. 84-1 - ANNEXATION NO. A-15-83(A). PROPERTY LOCATED ON THE NORTHEAST CORNER OF LORENZI BOULEVARD AND LAKE MEAD BOULEVARD; PETITIONED BY: J. A. TIBERTI CONSTRUCTION CO., INC.: ACREAGE: APPROXIMATELY 41.989 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Christensen

No one appeared in opposition. Committee recommended adoption at the February 1, 1984 City Council meeting.

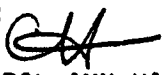
INTER-OFFICE MEMORANDUM

February 3, 1984

0143

FILE

FROM:


CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
JANUARY 30, 1984COPIES TO: 2/1/84 & 2/15/84 C.C. Mtg. Books
City Attorney
Business Activity
Community Planning & Development
Engineering Services
Building & Safety
Public Services
Fire Services
Metro

MEETING HELD:

Monday, January 30, 1984, at 4:05 P.M. in the
City Manager's Conference Room, 10th Floor,
City Hall, 400 East Stewart Avenue, Las Vegas,
Nevada. Meeting adjourned at 4:40 P.M.

PRESENT:

Councilman Ron Lurie
Councilman Bob Nolen
City Manager Ashley Hall
Deputy City Manager Don Saylor
Deputy City Manager Mike Cool
Deputy City Attorney Jan Stewart
Deputy City Attorney Bob Yeargin
Deputy City Attorney Val Steed
Marvin Leavitt, Director of Financial Management
Jan Tait, Acting Director of Personnel
Richard Blue, Exec. Assistant, City Manager's Office
David Parks, Director of Budget & Finance
Jerry Cahill, Director of Business Activity
Jim DiFiore, Business Activity
Roy Woofter, Atty., Direct Sales Association
Donald Ray Johnson, Publisher
Ben Roscoe, The Rocket
Steve Sisolak, American Distributing Co.
Rev. S. P. Parks, Minister Alliance
Michael C. Magleon, Park Row Advertising Specialties
Steve Waugh, LVMPD
Randall H. Walker, LVMPD
Mary O'Driscoll, Las Vegas SUN
Larry Werner, Review-Journal
Rev. I. W. Wilson
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra LeBoeuf

Recommending Committee Meeting
January 30, 1984
Page 2

- A. BILL NO. 84-2 - ANNEXATION NO. A-14-83(A), PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKLEY BOULEVARD AND DECATUR BOULEVARD; PETITIONED BY: CYCLOPS CORPORATION; ACREAGE: APPROXIMATELY 0.95 ACRES; ZONED: R-E (under Resolution of Intent to C-1) (COUNTY CLASSIFICATION) N-U (under Resolution of Intent to C-1) (CITY EQUIVALENT).

Committee: Councilmen Lurie and Nolen

No one appeared in opposition. The Committee recommended adoption at the February 15, 1984 City Council meeting.

- B. BILL NO. 84-3 - PROHIBITS THE LAUNCHING OR LANDING OF AIRCRAFT IN PUBLIC STREETS, HIGHWAYS, RIGHTS-OF-WAY AND PARKING LOTS PROVIDED FOR THE USE OF THE PUBLIC, EXCEPT IN SPECIFIED CIRCUMSTANCES.

Committee: Councilmen Nolen and Christensen

No one appeared in opposition. The Committee recommended adoption at the February 15, 1984 City Council meeting.

- C. BILL NO. 83-71 - REQUIRES LICENSING OF TELEPHONE SOLICITORS, ESTABLISHES REQUIREMENTS FOR LICENSING, REGULATES SALES PRESENTATIONS, MAKES LICENSEE RESPONSIBLE FOR ACTS OF EMPLOYEES AND INDEPENDENT CONTRACTORS, AND GIVES CUSTOMER RIGHT OF REFUND.

Committee: Councilmen Lurie and Levy

Deputy City Attorney Bob Yeargin stated that a new definition for "factor" would be incorporated into the ordinance. He also stated other minor changes that would be included in the ordinance. One of the changes would be that the work card would be scaled back so that now principals and solicitors would be required to have them.

Roy Woofter, Attorney for Direct Sales Association, stated that they were in concurrence with the proposed ordinance as amended.

Donald Johnson, Publisher, stated that there was a need for us to incorporate the requirement of NCIC computer checking so that fingerprints and the individual match. This would cost \$12.

Jerry Cahill stated that when someone requests a work card he is fingerprinted and photographed and this is disseminated to the various law enforcement organizations.

Councilman Nolen stated that he was told that Metro was no longer submitting to the F.B.I. because of the cost and they didn't want us on the work cards anymore.

Deputy City Attorney stated that our ordinance stated that a \$6.00 charge would be charged for work cards and we couldn't do this one differently.

Recommending Committee Meeting
January 30, 1984
Page 3

Councilman Lurie stated that we should probably look at all of our ordinances with regard to work cards, but that it shouldn't be done just in this ordinance.

Mike Magleon objected to the \$25,000 bond as he had a small business which he ran himself. He stated that this was excessive for small businesses.

Steve Sisolak wanted a better explanation of the word "factor" as it relates to the requirement of having a bond.

Councilman Nolen requested that on page 4, lines 9 thru 11, if something could be incorporated that an applicant must provide to the Director upon request exact copies of the following, and also something should be put in about maintaining the confidentiality.

Deputy City Attorney Bob Yeargin stated that a sub-section D could be made which would state, all information submitted under this chapter shall be treated as confidential by the Director.

The Committee recommended adoption at the February 1, 1984 City Council meeting.

INTER-OFFICE MEMORANDUM

February 17, 1984

TO:

FILE

FROM:

CH
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
FEBRUARY 13, 1984

COPIES TO: 2/15/84 & 3/7/84 C.C. MTG. BOOKS

City Attorney
Business Activity
Community Planning & Development
Engineering Services
Building & Safety
Public Services

Metro

Fire Services

MEETING HELD:

Monday, February 13, 1984, at 4:00 P.M. in the
Mayor's Conference Room, 10th Floor, City Hall,
400 East Stewart Avenue, Las Vegas, Nevada.
Meeting adjourned at 4:40 P.M.

PRESENT:

Councilman Ron Lurie
Councilman Paul Christensen
Councilman Bob Nolen
Deputy City Manager Don Saylor
Deputy City Manager Mike Cool
City Attorney George Ogilvie
Gene Simon, Senior Citizens Coordinating Officer
Frank Pearce, Business Activity
Edward C. Corsa, Seniors United
Ouida B. Garmany, Seniors United
Josephine H. Corsa, Seniors United
Thelma Clark, Mobile Homeowners of Silver State
Cornell Mausdin, Nevada Power Company
Don Brookhyser, Nevada Power Company
Mary O'Driscoll, Las Vegas SUN
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra LeBoeuf
William Hudspeth, Coalition of Concerned Citizens

- A. BILL NO. 84-4 - AMENDS MASTER PLAN OF STREETS AND HIGHWAYS BY REDUCING THE
RIGHT-OF-WAY WIDTH OF THE WEST HALF OF DECATUR BOULEVARD BETWEEN CHEYENNE
AVENUE AND MOCCASIN ROAD FROM 60 FEET TO 50 FEET.

Committee: Councilmen Lurie and Nolen

No one appeared in opposition. The Committee recommended adoption at the
March 7, 1984 City Council meeting.

Recommending Committee Meeting
February 13, 1984
Page 2

0147

- B. BILL NO. B4-5 - PROVIDES CONDITIONS UNDER WHICH CITATIONS FILED WITH COURT MAY BE CONSIDERED AS LAWFUL COMPLAINTS.

Committee: Councilmen Nolen and Lurie

No one appeared in opposition. The Committee recommended adoption at the March 7, 1984 City Council meeting.

- C. BILL NO. B4-6 - ESTABLISHED LIMITATION ON GROSS REVENUES TO WHICH UTILITY BUSINESS LICENSE FEE FACTOR APPLIES.

Committee: Councilmen Christensen and Nolen

Councilman Christensen advised that this bill was to put a cap on the amount of tax the citizens would have to pay on their utility bill. He stated the maximum limit would be the gross revenue charged as of December 31, 1983. He stated that an amendment was being prepared to enhance the formula to assure equal taxation as the gross revenue of the Power Company fluctuates.

The Committee received comments from the following citizens:

Edward Corsa
Quida Garmany
Josephine H. Corsa
Thelma Clark
Cornell Maudin
Don Brookhyser
William Hudspeth

Thelma Clark, representing Mobile Homeowners of Silver State, indicated her group had planned to propose this Franchise Tax be completely eliminated.

Councilman Lurie stated that in order to do this, money would have to be derived from another source to replace the revenue generated from this tax, and that under State Law the City would be unable to do this. He suggested that her group help out and try and get the State Legislature to help find other revenue to replace this source. The Committee recommended adoption at the March 7, 1984 City Council meeting as per First Amendment.

AFFIDAVIT OF MAILING

0148

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

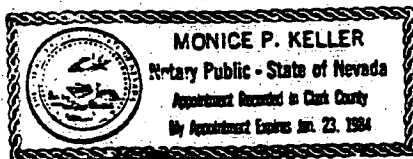
Linda M. Owens, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 30th day of December, 1983, a copy of a NOTICE OF INFORMATION MEETING before a Study Committee relative to proposed ordinance, to be held at the hour of 2:00 PM, on Monday January 9, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, of which the attached is a true and correct copy, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Linda M. Owens
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

30th day of December, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/84



December 28, 1983

0149

N O T I C E

The following Bill proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before a study committee at the hour of 2:00 P.M. Monday, January 9, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 83-71 - REQUIRES LICENSING OF TELEPHONE SOLICITORS, ESTABLISHES REQUIREMENTS FOR LICENSING, REGULATES SALES PRESENTATIONS, MAKES LICENSEE RESPONSIBLE FOR ACTS OF EMPLOYEES AND INDEPENDENT CONTRACTORS, AND GIVES CUSTOMER RIGHT OF REFUND.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND

AFFIDAVIT OF POSTING
CITY COUNCIL MINUTES - FEBRUARY 15, 1984
(Posting required under the provisions of NRS CHAPTER 241)

0150

STATE OF NEVADA }
COUNTY OF CLARK } ss
CITY OF LAS VEGAS }

Lonetta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 29th day of December, 1983, at the hour of 9:00 AM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an INFORMATION MEETING before a Study Committee relative to proposed ordinance, to be held at the hour of 2:00 PM on Monday, January 9, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the United States Post Office (Downtown), 301 Stewart Avenue;
2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Council Chamber)

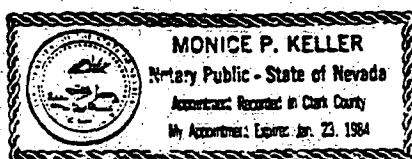
Lonetta A. Hall
SIGNATURE

Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

29th day of December, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires: 1/23/84



December 28, 1983

0151

N O T I C E

The following Bill proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before a study committee at the hour of 2:00 P.M. Monday, January 9, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 83-71 - REQUIRES LICENSING OF TELEPHONE SOLICITORS, ESTABLISHES REQUIREMENTS FOR LICENSING, REGULATES SALES PRESENTATIONS, MAKES LICENSEE RESPONSIBLE FOR ACTS OF EMPLOYEES AND INDEPENDENT CONTRACTORS, AND GIVES CUSTOMER RIGHT OF REFUND.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND

AFFIDAVIT OF MAILING
CITY COUNCIL MINUTES - FEBRUARY 15, 1984

(Mailing required under the provisions of NRS CHAPTER 241)

0152

STATE OF NEVADA)
)
COUNTY OF CLARK -) ss

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 24th day of January, 1984, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 P.M., on Monday January 30th, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, of which the attached is a true and correct copy, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Loretta A. Hall
SIGNATURE (an employee in the Office of
the CITY CLERK)

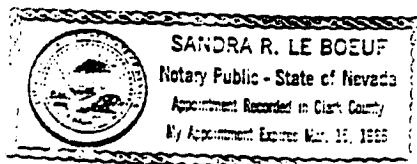
Subscribed and sworn to before me this

24th day of January 1984

Sandra R. LeBoeuf

NOTARY PUBLIC in and for said County
and State.

My Commission expires: 3-15-86



STATE OF NEVADA }
COUNTY OF CLARK }
CITY OF LAS VEGAS }

ss

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 24th day of January, 1984, at the hour of 2:00 P.M. there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 P.M. on Monday, January, 30th, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the United States Post Office (Downtown), 301 Stewart Avenue;
2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Council Chamber)

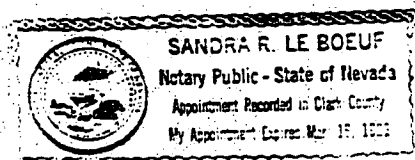
Loretta A. Hall
SIGNATURE

Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

24th day of January, '84

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County
and State. My Commission expires:



N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, January 30, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 84-2 - ANNEXATION NO. A-14-83(A). PROPERTY LOCATED AT THE SOUTH-WEST CORNER OF OAKLEY BOULEVARD AND DECATUR BOULEVARD; PETITIONED BY: CYCLOPS CORPORATION; ACREAGE: APPROXIMATELY 0.95 ACRES; ZONED: R-E (under Resolution of Intent to C-1) (County classification) N-U (under Resolution of Intent to C-1) (City equivalent).
Committee: Councilmen Lurie and Nolen
- B. BILL NO. 84-3 - PROHIBITS THE LAUNCHING OR LANDING OF AIRCRAFT IN PUBLIC STREETS, HIGHWAYS, RIGHTS-OF-WAY AND PARKING LOTS PROVIDED FOR THE USE OF THE PUBLIC, EXCEPT IN SPECIFIED CIRCUMSTANCES.
Committee: Councilmen Nolen and Christensen
- C. BILL NO. 83-71 - REQUIRES LICENSING OF TELEPHONE SOLICITORS, ESTABLISHES REQUIREMENTS FOR LICENSING, REGULATES SALES PRESENTATIONS, MAKES LICENSEE RESPONSIBLE FOR ACTS OF EMPLOYEES AND INDEPENDENT CONTRACTORS, AND GIVES CUSTOMER RIGHT OF REFUND.
Committee: Councilmen Lurie and Levy

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: Attendance will be noted and a tape recording of the proceedings will be kept on file in the Office of the City Clerk until final disposition. A copy of the above Bills can be obtained through the Office of the City Clerk, Monday through Friday, 8 A.M. to 5 P.M.

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- 204 C. BILL NO. 84-3 - PROHIBITS THE LAUNCHING OR LANDING OF AIRCRAFT IN PUBLIC STREETS, HIGHWAYS, RIGHTS-OF-WAY AND PARKING LOTS PROVIDED FOR THE USE OF THE PUBLIC, EXCEPT IN SPECIFIED CIRCUMSTANCES.

Committee: Councilmen Nolen and Christensen

First Publication: Review-Journal - 2/4/84

Committee Recommendation:

Adoption at 2/15/84 City Council meeting.

Nolen -
Second Reading and
Bill ADOPTED
Unanimous

Clerk to proceed
with second
publication

The following Bills have received a recommendation as noted: however, no action may be taken at the 2/15/84 City Council meeting.

- 1 D. BILL NO. 84-4 - AMENDS MASTER PLAN OF STREETS AND HIGHWAYS BY REDUCING THE RIGHT-OF-WAY WIDTH OF THE WEST HALF OF DECATUR BOULEVARD BETWEEN CHEYENNE AVENUE AND MOCCASIN ROAD FROM 60 FEET TO 50 FEET.

Committee: Councilmen Lurie and Nolen

First Publication: Review-Journal - 2/18/84

Committee Recommendation:

Adoption at 3/7/84 City Council meeting.

Recommendation
Noted

3/7/84 Agenda

APPROVED AGENDA ITEM

mp Cool

City of Las Vegas

AGENDA DOCUMENTATION

Date: January 11, 198

TO:
The City CouncilFROM:
Val Steed *Val Steed*
Deputy City AttorneySUBJECT:Bill No. 84-3 Regarding the launching or landing of aircraft
in public streets, rights-of-way and parking lotsPURPOSE/BACKGROUND

This bill, if adopted, would prohibit the launching or landing
of aircraft in public streets and rights-of-way and parking
lots provided for public use, except in emergencies and other
authorized circumstances.

FISCAL IMPACT

NONE

RECOMMENDATIONS

This Bill should be submitted to a Recommending Committee for
review, hearing and recommendation to the City Council for final
action.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

VI-C.

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

1205

- E. BILL NO. 84-5 - PROVIDES CONDITIONS UNDER WHICH CITATIONS FILED WITH COURT MAY BE CONSIDERED AS LAWFUL COMPLAINTS.

Committee: Councilmen Nolen and Lurie

First Publication: Review-Journal - 2/18/84

Committee Recommendation:

Adoption at 3/07/84 City Council meeting.

Recommendation
Noted

3/7/84 Agenda

205

- F. BILL NO. 84-6 - ESTABLISHES LIMITATION ON GROSS REVENUES TO WHICH UTILITY BUSINESS LICENSE FEE FACTOR APPLIES. (1st AMENDMENT)

Committee: Councilmen Christensen and Nolen

First Publication: Review-Journal - 2/18/84

Committee Recommendation:Adoption at 3/07/84 City Council meeting
as per First Amendment.Recommendation
Noted

3/7/84 Agenda

APPROVED AGENDA ITEM

mp Cool

AGENDA*City of Las Vegas*

February 15, 1984

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

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ITEM

Council Action

Department Action

VII. BOARDS AND COMMISSIONS

A. COMMUNITY DEVELOPMENT BLOCK GRANT
CITIZENS ADVISORY REVIEW BOARD - TENTH
YEAR - 1-Year Term

1. Appointment of new board for the Tenth Year.

Levy -
Motion to concur in Mayor's appointment of:
John Arnold
1254 Vista Dr.
Las Vegas, 89102
Andras Babero
201 Las Vegas Blvd. So
Las Vegas, 89101
Lawanna Bruner
4413 Eugene Ave.
Las Vegas, 89108
Edi Domingo
4521 Nolan Lane
Las Vegas, 89107
Beverly A. Pinjuv
1132 Westlund Dr.
Las Vegas, 89102
Sarann K. Preddy
1321 Sharon Dr.
Las Vegas, 89106
Robert Rivas
1629 N. Cordoba Lane
Las Vegas, 89108
Florence Ortiz
412 Park Way West
Las Vegas, 89106
Lois Larson
2112 Jaymie Way
Las Vegas, 89106
Wendell P. Williams
1365 W. Balzar Ave
Las Vegas, 89106
Jose Vasquez
809 N. 19th St.
Las Vegas, 89101
carried unanimously.
Note: Names were given in the PM Session.

Clerk to notify

APPROVED AGENDA ITEM

mp Coe

MORNING SESSION ADJOURNED AT 12:07 P.M.

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 9, 1984

0159

TO:
The City CouncilFROM: *Richard Blue*
RICHARD BLUE
EXECUTIVE ASSISTANT TO THE
CITY MANAGER

SUBJECT: TENTH YEAR CITIZEN PARTICIPATION ADVISORY BOARD

PURPOSE/BACKGROUND

The Tenth Year Community Development Block Grant Citizen Participation and Application Process has begun and it is necessary to activate and appoint the Citizen Advisory Review Board.

The following persons are recommended to serve on this year's board:

John Arnold, 1254 Vista Dr. 89102
 Bobbie Atkinson, 1237 West Monroe 89106
 Andras Babero, 201 Las Vegas Blvd. So. 89101
 Lawanna Bruner, 4413 Eugene Ave. 89108
 Roger Cook, 1106 "I" Street 89106
 Edi Domingo, 4521 Nolan Lane 89107
 Lucille Hughes, 509 Jackson Ave. 89106
 Beverly A. Pinjuv, 1132 Westlund Dr. 89102
 Sarann K. Preddy, 1321 Sharon Dr. 89106
 Robert Rivas, 1629 N. Cordoba Ln. 89108
 Florence Ortiz, 412 Park Way West 89106
 Lois Larson, 2112 Jaymie Way 89106
 Wendell P. Williams, 1365 W. Balzar Ave. 89106

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the above individuals be appointed.

Agenda Item

VII - A

AGENDA*City of Las Vegas*

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

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February 15, 1984

ITEM Council Action Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE

205
&
1402
A. Bill No. 84-7 -- Allows R-5 and R-6 density
developments in C-2 zoning district by way
of special use permit.

Sponsored by: Councilman Paul Christensen

First Reading and
referred -
Christensen and Levy

2/27/84 Agenda of
Recommending
Committee

0161

AGENDA*City of Las Vegas*

February 15, 1984

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS

- 1403 A. VAC-22-83 - Petition of Vacation submitted by THE CITY OF LAS VEGAS to vacate a portion of a 20' wide north/south alley generally located on the north side of Carson Avenue between Casino Center Boulevard on the west and Third Street on the east.

Planning Commission unanimously recommends APPROVAL.

Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED as recom-
mended.
Unanimous

Clerk to notify &
Planning to proceed

No one appeared in
favor or in
opposition.

APPROVED AGENDA ITEM

mp Core

To: The City Council
 Re: Public Hearing Agenda Item
 February 15, 1984 City Council Agenda

IX.

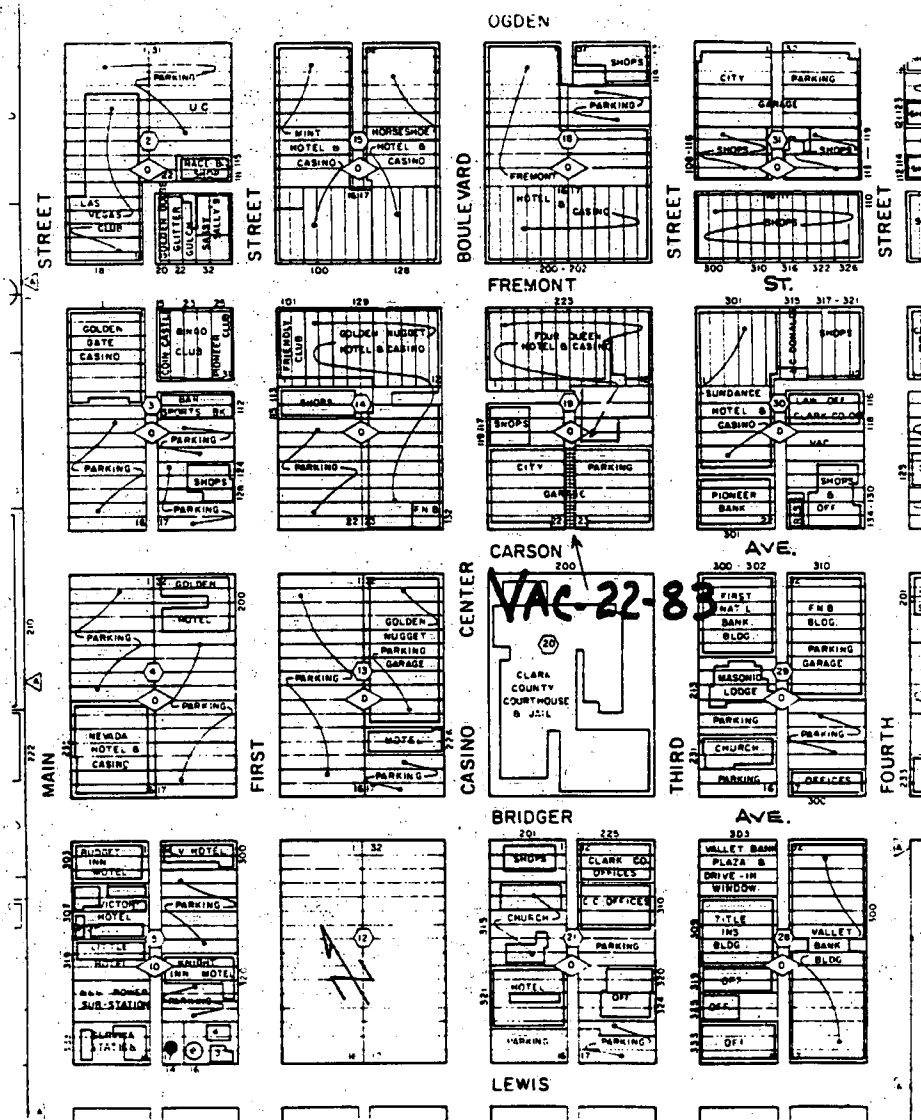
A. VACATION - VAC-22-83 - THE CITY OF LAS VEGAS

This vacation was initiated by the City to eliminate the alley under the City owned Carson Avenue Parking Garage. The City is in the process of leasing the garage to the Four Queens Hotel and if vacated, the lease agreement will then include all of the land under the structure. The Four Queens Hotel has filed a vacation petition on the remaining portion of the alley to the north.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



NOTICE

NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property herein-after described; that said petition has been referred to the Planning Commission of the City of Las Vegas; and that said Planning Commission has recommended that said petition be approved and that the following property be vacated, to-wit:

A portion of a 20' wide north/south alley generally located on the north side of Carson Avenue between Casino Center Boulevard on the west and Third Street on the east

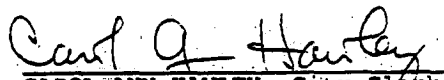
SUBJECT TO

1. Satisfaction of the requirements of the various utility companies;
2. Conformance to code requirements and design standards of all City departments;
3. Vacation shall not be recorded until all of the above conditions have been met.

A PUBLIC HEARING on said petition and recommendation of the Planning Commission will be held on the 15th day of February, 1984, at the hour of 2:00 p.m., in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, County of Clark, State of Nevada.

If, upon such hearing the City Council of the City of Las Vegas is satisfied that the public will not be materially injured by such proposed vacation, the above described property will be ordered vacated.

THIS NOTICE is given pursuant to an Order made by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 1st day of February, 1984.


CAROL ANN HAWLEY, City Clerk

AGENDA*City of Las Vegas*

0164

February 15, 1984

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Council Action

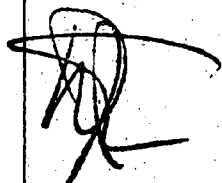
Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR

The items listed below, where appropriate, have been reviewed by the various City departments including sanitary sewer, storm drainage, Traffic Engineering, Engineering Services, Fire and Building, and their comments and/or recommendations and requirements incorporated into the action.

All zoning items shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license;
3. Submittal of a landscaping plan prior to or at the same time application is made for a building permit, license, or prior to occupancy;
4. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development);
5. Satisfaction of City Code requirements and design standards of all City departments.
6. Approval of the parking and driveway plans by the Traffic Engineer.

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

February 15, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

7. Repair any damage to the existing street improvements resulting from this development as required by the Department of Engineering Services.
8. Provision of fire hydrants and water flow as required by the Department of Fire Services.

All subdivision items shall conform to the following general conditions:

Tentative Maps:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.
2. Street names to be provided in accord with the City's Street Name Policy.
3. Subject to all conditions of City departments and State Subdivision Statutes.

Final Maps:

1. Conformance with the tentative map.

All Vacations shall conform to the following general conditions:

1. Satisfaction of the requirements of the various utility companies.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0166

February 15, 1984

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Council Action

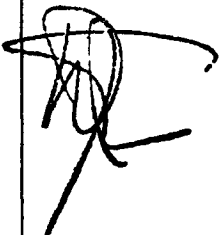
Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

2. Conformance to code requirements and design standards of all City departments.
3. Vacation shall not be recorded until all of the above conditions have been met.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM

AGENDA

0167

City of Las Vegas

February 15, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)404 A. EXTENSION OF TIME - Z-70-81 - GENE BOTT

Extension of Time on property generally located on the east side of 23rd Street, between Searles Avenue and Hinkle Street, R-1 Zone (under Resolution of Intent to R-3).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Extension of Time shall expire January 19, 1985.
2. Conformance to all ordinance amendments enacted subsequent to the original approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED, subject
to conditions.
Unanimous

Clerk to notify
& Planning to
proceed

APPROVED AGENDA ITEM

CITY COUNCIL MINUTES - FEBRUARY 15, 1984

To: The City Council
Re: Community Planning and Development Agenda Item
February 15, 1984 City Council Agenda

x.

0168

A. EXTENSION OF TIME - Z-70-81 - GENE BOTT

This is the second request for an extension of time on this project. The applicant indicated he is in the process of obtaining financing for this project.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

STAFF RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

AGENDA*City of Las Vegas*

February 15, 1984

0169

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)B. REVIEW OF CONDITION - Z-6-72(8) - JUDY NESS

Review of Condition to allow a second office where only one office is allowed on property located at 2409 Santa Clara Drive, P-R Zone.

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. A maximum of five (5) persons shall be allowed to work out of the two offices.

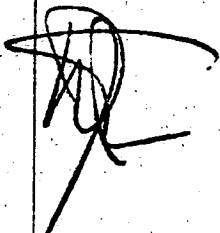
Staff Recommendation: APPROVAL

Levy -
APPROVED, subject
to conditions
Unanimous

Clerk to notify
& Planning to
proceed

Judy Ness was
present

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning and Development Agenda Item
February 15, 1984 City Council Agenda

X.

0170

B. REVIEW OF CONDITION - Z-6-72(8) - JUDY NESS

The request involves a review of a condition which limited this property to one office use at the time the P-R zoning was approved. The applicant is requesting that two office uses be allowed, one for her real estate business and the second for a small business that would only have two persons involved in the operation. The applicant indicated she does not have any clerical personnel and only three persons would be working out of the two office operations. There are nine parking spaces provided on the property which would allow a maximum of five persons to work out of these two businesses.

PLANNING COMMISSION RECDMMENDATIDN: APPROVAL - Subject to a maximum of five persons be allowed to work out of the two offices.

STAFF RECOMMENDATIDN: APPROVAL - Subject to the five person limitation.

AGENDA**0171***City of Las Vegas*

February 15, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)C. PLOT PLAN REVIEW - Z-66-73 - NEVADA SAVINGS
AND LOAN ASSOCIATION

Plot Plan Review on property generally
located on the northwest corner of W. Sahara
Avenue and Spanish Oaks Drive, C-1 Zone.

Planning Commission unanimously recommends
APPROVAL, subject to the following condition:

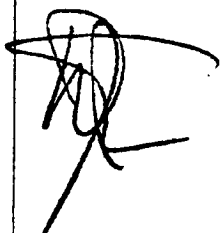
1. Conformance to the original conditions
of approval of Z-66-73.

Staff Recommendation: ABEYANCE TO NOTIFY
SURROUNDING PROPERTY
OWNERS

Levy -
APPROVED as recom-
mended by Planning
Commission.
Unanimous

Clerk to notify
& Planning to
proceed

Chuck Dixon,
represented
applicant

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
February 15, 1984 City Council Agenda

X.

C. PLOT PLAN REVIEW - Z-66-73 - NEVADA SAVINGS AND LOAN ASSOCIATION

The applicant is proposing to develop a financial center on this property west of Spanish Oaks Drive between Sahara Avenue and El Camino Drive. Immediately north of El Camino Drive is the Spanish Oaks development. A four-story structure is proposed along the Sahara side of the property that will be 65' high and will serve as the financial headquarters for the applicants operation and will be similar to the First Western building further east on Sahara Avenue. (The First Western building is five stories and 72' high.) There will be substantial landscaping with ground level parking to the west of the four-story building. To the north a 30' high three-story parking structure is proposed that will be approximately 10' from El Camino and 15' from Spanish Oaks Drive to the east. A three-story office structure is proposed along the west side of the parking structure that will extend over the parking structure to a height of 45' from ground level and this office building will be approximately 40' from El Camino Drive. The three level parking structure will have one floor partially below grade so that approximately 2 1/2 floors will extend above ground level. There will be no driveway opening along the Spanish Oaks Drive side of the property except for a locked emergency access gate and there will be ingress and egress to the parking structure from El Camino. The parking structure will also have access from the south side to Sahara Avenue. To the west of the office/parking structure there is a two-story and two one-story office buildings. Additional access to these buildings will be from a driveway to the west that extends from Sahara to El Camino. The applicants had a model of this development at the Planning Commission meeting and it will be at your Council meeting. C-1 zoning was approved on this property with a condition that development plans be approved prior to construction. The south portion of this property has been used as a temporary sales office for Collins Brothers in connection with the Spanish Oaks development. At the Planning Commission meeting staff recommended this item be held in abeyance to notify the property owners who would primarily be the residents in the Spanish Oaks development. Staff felt the height of the buildings and being in close proximity to El Camino Avenue may be of concern to the residents, especially the fact that persons using the parking and office structure would be able to look into the yards of the residents homes. The Planning Commission felt the proposed development was well designed with substantial landscaping on the grounds and each level of the parking structure will have landscaping. Also, the Planning Commission felt the adjoining residents were aware that this site is zoned commercial.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible office development for this area.

STAFF RECOMMENDATION: APPROVAL - Abeyance to notify surrounding property owners.

To: The City Council
 Re: Community Planning and Development Agenda Item
 February 15, 1984 City Council Agenda

X.

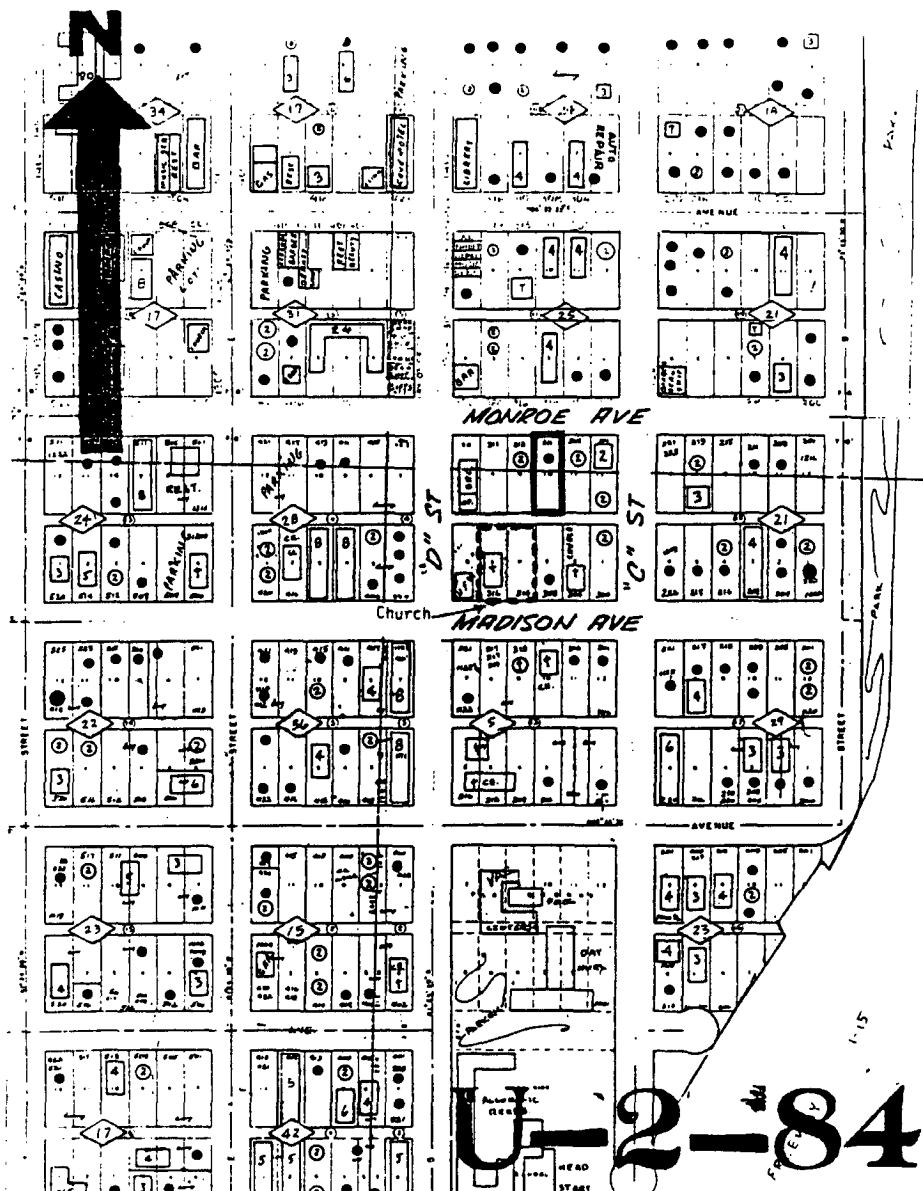
D. SATELLITE PARKING - U-2-84 - ST. JAMES BAPTIST CHURCH

The request is to allow satellite parking on a 50'x 100' lot across the alley to the northeast from a new church which fronts on Madison Avenue. This lot is needed to satisfy the parking requirements for the church. The old church site on the south side of Madison was proposed to be used for satellite parking for this new facility, however, the congregation has decided to sell that property and use the lot off the alley for the remainder of the required parking. The new church will not be given occupancy approval until the required parking is provided. Duplexes exist on each side of the proposed satellite parking lot and one adjoining resident requested a fence be constructed on each side of the parking lot to protect the residential properties. The representative of the church was in agreement to construct the fences.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL - Subject to an opaque fence being installed on the east and west sides of the property.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA*City of Las Vegas*

February 15, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)410 D. SATELLITE PARKING - U-2-84 - ST. JAMES
BAPTIST CHURCH

Request for satellite parking for the St. James Baptist Church in connection with the approved Use Permit U-2-84 at 311 W. Monroe Avenue in Zoning District R-4.

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan amended to provide landscaping along Monroe Avenue in the excess spaces and 2" asphalt concrete pavement.
2. Install sidewalk on Monroe Avenue as required by the Department of Engineering Services.
3. Pave the alley as required by the Department of Engineering Services.
4. Construct a 6' opaque fence along the east and west sides of the property.

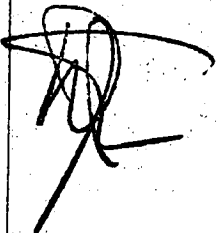
Staff Recommendation: APPROVAL

PROTESTS: 0

Nolen -
APPROVED, subject to
conditions.
Unanimous

Clerk to notify &
Planning to
proceed

Cal Howard
905 Mezpah,
appeared and
represented
the applicant.

APPROVED AGENDA ITEM


AGENDA*City of Las Vegas***0175**

February 15, 1984

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Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)****E. ZONE CHANGE - Z-3-84 - MADISON AVENUE
PROPERTIES, PARTNERSHIP**Reclassification of property generally
located on the south side of Monroe Avenue,
between "N" Street and "J" Street.From: R-1 (Single Family Residence)
To: R-PD10 (Residential Planned
Development)

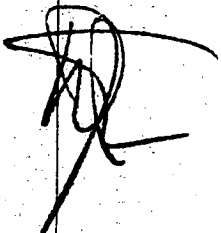
Proposed Use: Medium Density Residential

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Waiver of the five acre site requirement.
3. Conformance to the requirements of the
Flood Hazard Reduction Ordinance.

Staff Recommendation: APPROVAL

PROTESTS: 0

Nolen-
APPROVED, subject
to conditions.
UnanimousClerk to notify
& Planning to
proceedApplicant was
present**APPROVED AGENDA ITEM**

To: The City Council
 Re: Community Planning and Development Agenda Item
 February 15, 1984 City Council Agenda

X.

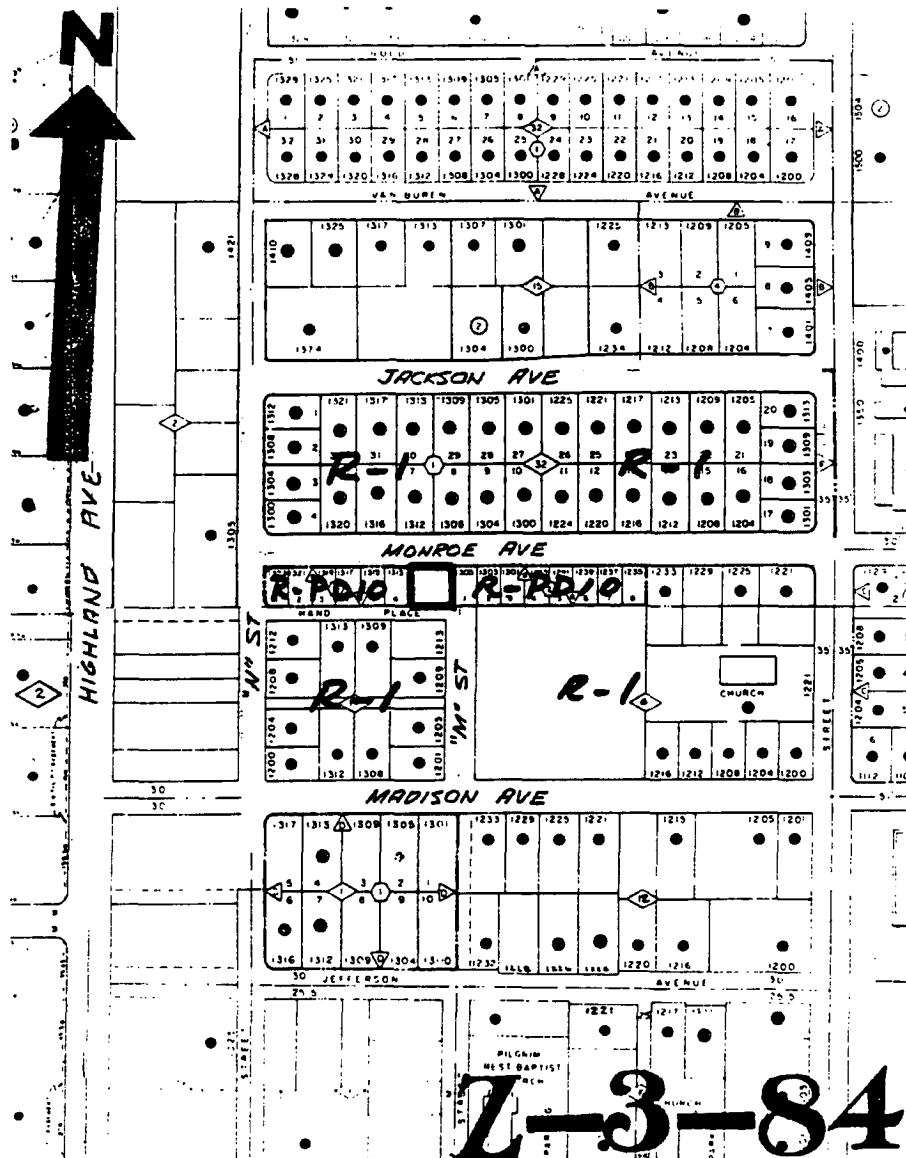
E. ZONE CHANGE - Z-3-84 - MADISON AVENUE PROPERTIES, PARTNERSHIP

The request is to rezone one remaining parcel from R-1 to R-PD10 that is located between two parcels zoned R-PD10 to the east and west. The lot will allow two zero lot line units to be constructed which would finish off this development. There is R-1 to the north and south. The R-PD zone requires a minimum five acre site for development and a waiver is requested since this parcel is only 86'x 75' in size.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible with the R-PD10 zoning to the east and west.

STAFF RECOMMENDATION: APPRDVAL

PROTESTS: 0



AGENDA

0177

City of Las Vegas February 15, 1984

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

412

F. USE PERMIT - U-1-84 - LAS VEGAS CONVENTION
AND VISITORS AUTHORITY

To allow conventions, transient trade shows, merchandise marts, antique shows, craft festivals, circuses/carnivals, bicycle races, weight lifting contests, musical shows, running marathons, talent contests, travel shows, soccer, baseball, other athletic contests, art and wine expositions, sports/RV shows, auto shows, films and festivals, on property located at 850 North Las Vegas Boulevard in Zoning District C-V.

Board of Zoning Adjustment unanimously recommends APPROVAL.

Staff Recommendation: APPROVAL - Excluding swap meets and racing events involving motorized vehicles.

PROTESTS: 1

Nolen -
MOTION TO TABLE in
order that staff can
better define defini-
tions of events
carried unanimously.

3/7/84 Agenda

Charles Rixse,
Exec. Dir.,
Cashman Field

Gene Steve
Las Vegas Conven-
tion and Visitor's
Authority

Peter Noel
2712 Valpariso

Claire Tanner,
Tanner's Worldwide
Flea Market

Jerry Cahill, Dir.
Business Activity

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
February 15, 1984 City Council Agenda

X.

F. USE PERMIT - U-1-84 - LAS VEGAS CONVENTION AND VISITORS AUTHORITY

This is a use permit by the Convention and Visitors Authority to operate the convention center and stadium in Cashman Field in a C-V Zone. The use permit requirement was just adopted through a recent ordinance amendment. You will remember last fall as an interim measure, the Convention Authority obtained approval from the Council on a temporary six-month basis to conduct certain uses in this facility. This use permit will allow the operation of this complex to be approved on a more permanent basis. The Convention Authority has requested all of the uses that it intends to conduct in the Cashman Field Complex. Included in this request are merchandise marts and antique shows that were specifically excluded by the Council in its approval last Fall. The Authority feels these uses are needed to achieve maximum utilization of the convention center. Certain uses in connection with merchandise marts such as a manufacturer displaying a new line of televisions or appliances and possibly wholesaling them to local retail stores after the show would be acceptable. However, if approved as requested, merchandise marts could include any type of wholesale or retail operation where the merchandise could be sold to the general public. The applicant was in agreement to excluding swap meets but was not in agreement to the broad definition as indicated below because it excluded the retail sale of new merchandise. At the BZA meeting, staff recommended approval of the use permit but that swap meets and racing events involving motorized vehicles be excluded. Staff defined swap meets at the meeting as follows:

Swap meets means the congregation of vendors, dealers, sellers or traders who rent, lease, purchase or otherwise obtain a sales area from an operator for the purpose of selling, bartering, exchanging or trading articles of personal property whether the same is new or used.

Swap meet includes all activities commonly referred to as flea markets, carnival markets, sundry markets, odds and ends sale, parking lot sales and specialty sales or markets of any nature which involve sale, swap or display of new or used merchandise or rummage for commercial gain. This is not intended to exclude refreshment or souvenir vendors when incidental to permitted uses.

The definition of swap meets would exclude the sale of new and used merchandise in connection with merchandise marts and antique shows. Staff further recommended that any exterior event should not be located within 100' of the south and east of the site adjacent to residential areas except this area could be used for equipment storage and parking.

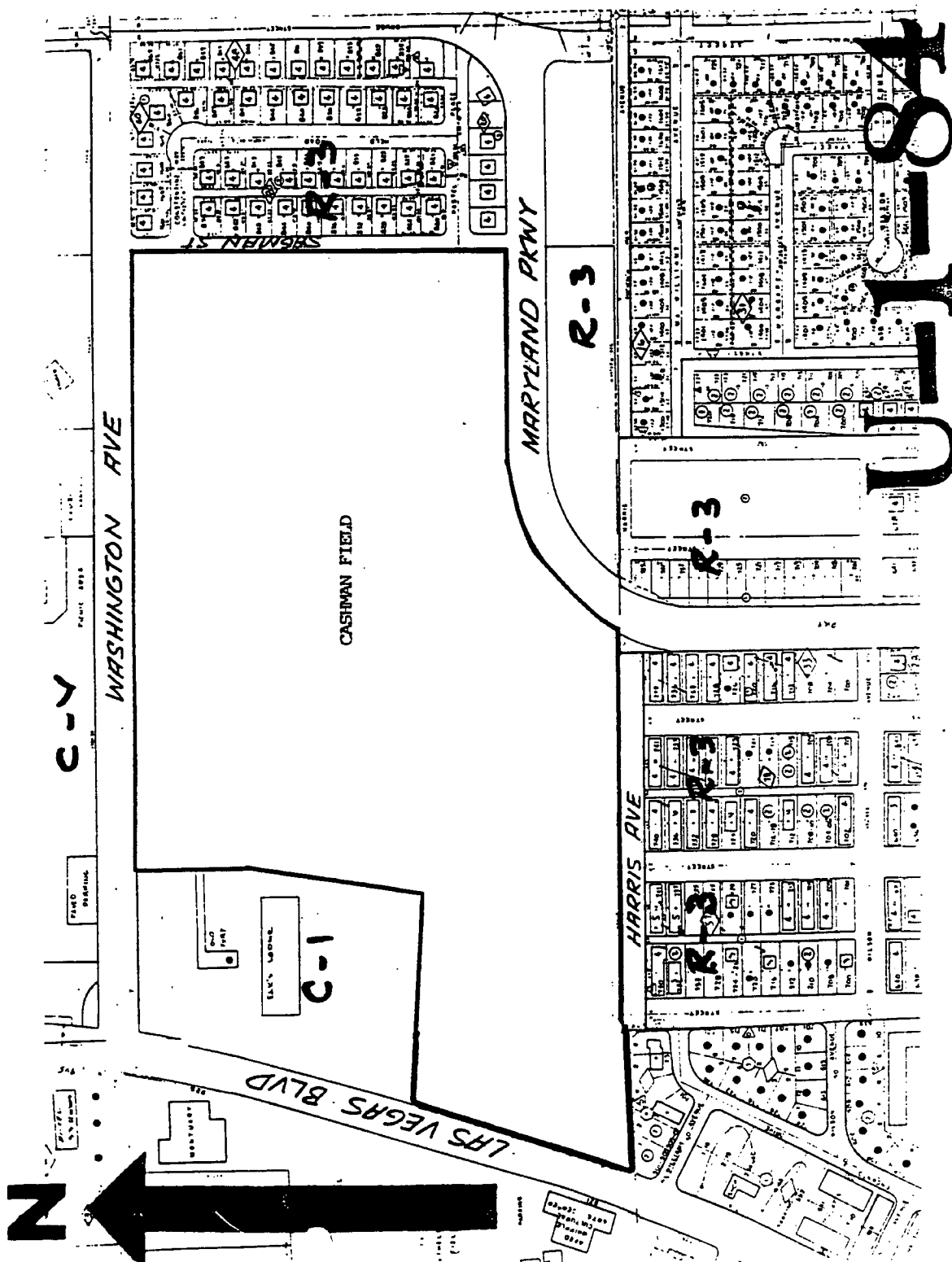
BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL - As requested by the applicant including wholesale and retail sales.

STAFF RECOMMENDATION: APPROVAL - Excluding swap meets (as defined above) and racing events involving motorized vehicles.

PROTESTS: 1 - Letter received from a nearby resident complaining about the stadium lights and public address system use extending late into the evening.

SEE ATTACHED LOCATION MAP

F. LOCATION MAP - U-1-84



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0180

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)504 G. ZONE CHANGE - Z-4-84 - DONALD A. AND
STACEY L. YAHRAUS

Reclassification of property generally
located on the northwest corner of Jones
Boulevard and Rosalita Avenue.

From: R-E (Residence Estates)

To: R-3 (Limited Multiple Residence)

Proposed Use: Medium High Density
Residential (Apartments)

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Application be amended to R-1 on the south 125.5'.
2. Resolution of Intent shall be restricted to a twelve (12) month time limit.
3. Approval of the revised development plans by the Planning Commission as amended by Condition #1.
4. Compliance with the Flood Hazard Reduction Ordinance.
5. Dedication and improvement of right-of-way for Camino De Rosa Drive with a knuckle corner at Tucumcari Drive.
6. Dedication of radius corners at Rosalita Avenue and Jones Boulevard.
7. Installation of sidewalks on Jones Boulevard.
8. Vacation of excess right-of-way at Camino De Rosa Drive and Tucumcari Drive.
9. Construction of a 6' block wall between the R-1 and R-3 on this site.

Staff Recommendation: APPROVAL - With the
south 125.5' amended
to R-1.

PROTESTS: 34

Nolen -
APPROVED as recom-
mended by Staff &
Planning Commission
with additional
condition that: R-1
be developed simulta-
neously with R-3
(housing to be
actually developed).
Motion carried with
Lurie voting "No."

Clerk to notify &
Planning to proceed

Don Yahraus &
Tom Rudemazzo
appeared on behalf
of the application

No one appeared in
opposition.

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 February 15, 1984 City Council Agenda

X.

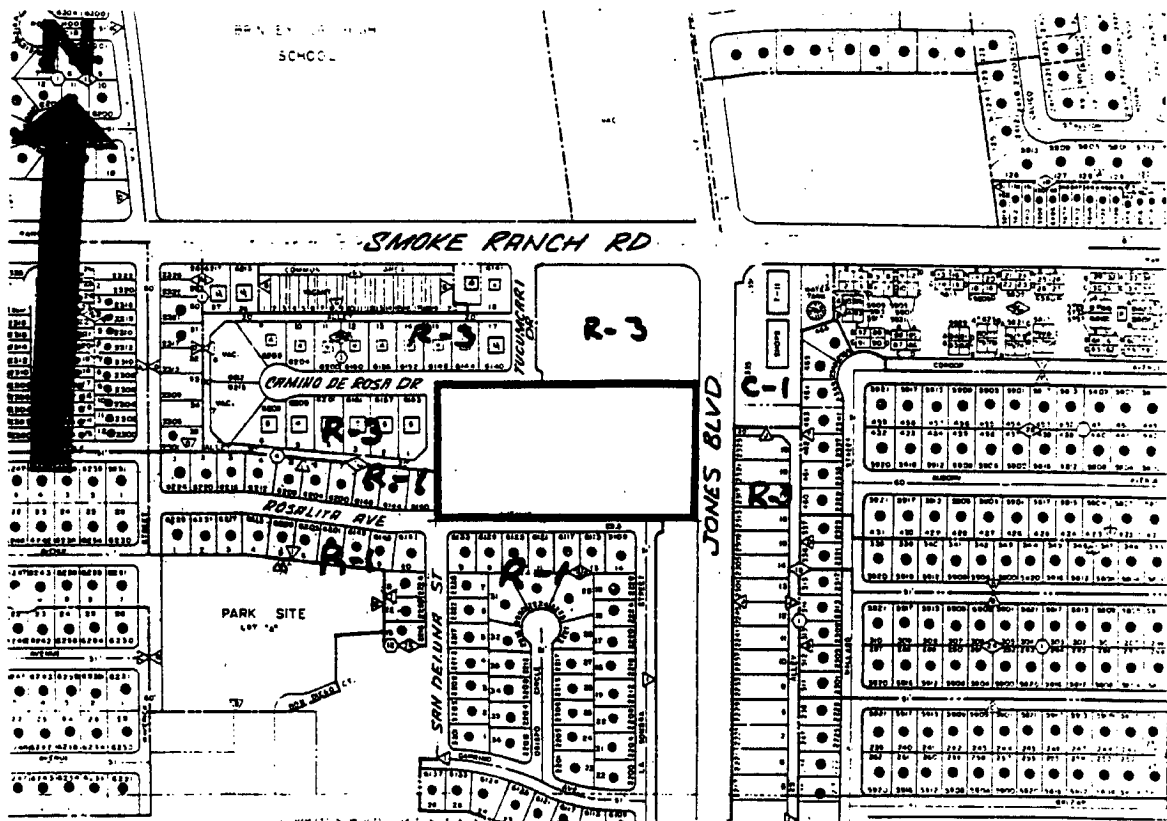
G. ZONE CHANGE - Z-4-84 - DONALD A. AND STACEY L. YAHRAUS

The request is to rezone this five acre site from R-E to R-3 for an 88-unit apartment project. Applications for R-3 zoning were denied for a 120-unit project in 1979 and for a 96-unit project in 1981. There is developed R-3 zoning to the northwest and vacant R-3 to the north. To the east is developed C-1 and partially developed R-3. To the south are single family homes fronting along Rosalita Avenue. In the past staff has recommended the south 125.5' be amended to R-1 to continue the R-1 pattern as it exists to the west and the remaining north portion be approved for R-3. At the Planning Commission meeting the applicant was not in agreement to this amendment which would result in nine R-1 lots and approximately 72 apartment units or a loss of seven units, however, the Planning Commission recommended approval of the application with the south portion being amended to R-1. The applicant met with a few of the owners for input but there was a significant protest factor from the residents in the R-1 area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - With the south 125.5' amended to R-1.

STAFF RECOMMENDATION: APPROVAL - With the south 125.5' amended to R-1.

PROTESTS: 34 - Petition with 32 property owners
 2 Persons spoke at the Planning Commission meeting



Z-4-84

AGENDA*City of Las Vegas* February 15, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

511

- H. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE PLANNING COMMISSION AT ITS
FEBRUARY 9, 1984 MEETING.

VAC-1-84
VAC-2-843/7/84 Agenda
3/7/84 Agenda

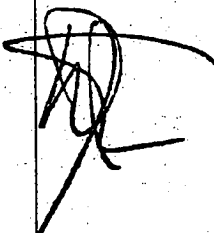
- I. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD JANUARY 26, 1984.

U-3-84
V-7-843/7/84 Agenda
3/7/84 Agenda

Note: Discussion was held in regard
to appeal filed by Steve Haldeman on
U-3-84.

Mark Schnipple, Diversified Realty,
appeared.

APPROVED AGENDA ITEM



Feb 3, 1984

TO: City Clerk
City of Las Vegas, NEVADA

I wish to appeal the decision of the
Board of Zoning Adjustment on January 26, 1984
on item U-3-84.

Steve Haldeman

STEVEN G. HALDEMAN

6656 Silverstream

LAS VEGAS, NEVADA 89107

RECEIVED

FEB 3 1 50 PM '84

CITY CLERK

AGENDA*City of Las Vegas*

February 15, 1984

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

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XI. ADDENDUM ITEMS

NONE

APPROVED AGENDA ITEM

mp Coe

AGENDA*City of Las Vegas*

February 15, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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XII. CITIZENS PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

NONE

NONE

MEETING ADJOURNED AT 3:15 P.M.

APPROVED AGENDA ITEM

mp Core

MAYOR BRIARE: Item B, Mr. Stewart.

DEPUTY CITY ATTY.
JAN STEWART:

Mayor, Item B is a proposed contract for Mr. Bill Gladding to take over the operation of the City's Softball Program. Just generally, the agreement is for one year. It sets the fee, the team fees, for that particular year and requires him to carry on the program in similar fashion as it has been done in the past.

COUNCILMAN LURIE:

Has this agreement been gone over by Mr. Gladding? Has he agreed to all the conditions in the agreement?

DEPUTY CITY ATTY.
JAN STEWART:

He's had a copy of the agreement. I've not personally spoken with him, but I understand -- is he here?

BILL GLADDING:

Councilmen and Mayor, I reviewed the contract and I accept it as written.

COUNCILMAN LURIE:

If the Board would approve this professional services agreement, then you know that as of -- a date would be set of March 1 that the Sports Information Office would be disbanded and the employees that worked there would no longer work for the City of Las Vegas.

BILL GLADDING:

Yes, Councilman, I understand that.

DEPUTY CITY ATTY.
JAN STEWART:

Well, so we make sure everybody's clear, those employees that want to continue with the softball program -- they're not automatically terminated, I don't think, because of the execution of this contract.

DEPUTY CITY MANAGER
DON SAYLOR:

The positions will be eliminated.

COUNCILMAN LURIE:

Mayor, this was originally brought up because it was shown that by going to a professional services contract the City could save \$100,000, and Mr. Gladding has accepted the professional service agreement as written, and I think there's a lot of protection in there for the City of Las Vegas and it's a one-year agreement, and next year I believe the Board is looking at possibly going out for proposals, and I would then recommend at this time we approve the professional services agreement.

MAYOR BRIARE:

Mr. Hall, does that -- before I ask you your comment on the agreement, has the letter from the Amateur Softball Association dated February 2nd been taken into consideration? If you have what I have in my Agenda book.

COUNCILMAN LURIE: I sent it down to --

DEPUTY CITY MANAGER
DON SAYLOR:

May I answer that? Yes, that has been taken into consideration, Mayor, and under this agreement, the City is held harmless completely so that we are not under any legal obligation or insurance obligation.

MAYOR BRIARE: Were there other things in that letter, other than the one you just brought up, Mr. Saylor?

DEPUTY CITY MANAGER
DON SAYLOR:

No, essentially what they were saying is that they proposed to the City that the City charge an additional fee, I believe, of \$20 per team, which would go to that Association, which would in turn provide insurance to the City to cover any claims resulting from the program. However, this agreement has language in it that takes care of that.

MAYOR BRIARE: Mr. Hall, this agreement has your recommendation?

CITY MANAGER HALL: In consultation with Mr. Richard Campbell, the Director of Parks and Recreation, and our management staff, Mr. Saylor, our legal counsel and that, we do recommend that this agreement be entered into for a period of one year. We do feel it would save the City approximately \$100,000. At the same time we do recognize that within the provisions of the agreement we have opportunity of meeting and working with Mr. Gladding if the problem, or if a situation arises that we feel it's necessary.

MAYOR BRIARE: Councilman Nolen.

COUNCILMAN NOLEN: I only have one comment, Your Honor, not relating specifically to the motion, but I would request that staff stay on top of this so that the request for proposals in the future are sent out sufficiently in time enough to where we're not in a critical situation where we have to make a decision like this. So if it's our intent to go out for proposal a year from now, we'd do it in enough time where we have time to get good proposals back.

MAYOR BRIARE: Now, comments on the motion? No comments? Cast your votes. Post. The motion's approved.

(VOTE ON COUNCILMAN LURIE'S MOTION: Voting "YES": Mayor Briare, Councilmen Nolen, Lurie and Levy. Voting "NO": Councilman Christensen.)