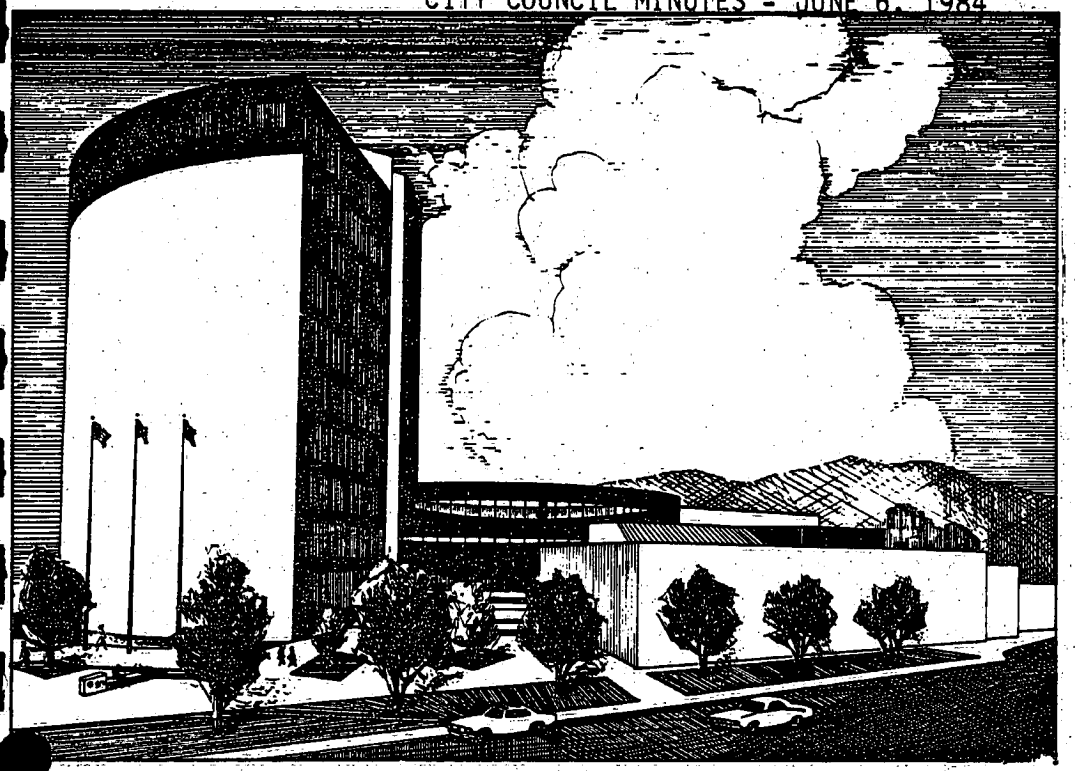


MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: June 6, 1984

TIME: 9:45 A.M.

INVOCATION: Elder Zel Lowman, First Presbyterian Church

PLEDGE OF ALLEGIANCE: Given

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR BILL BRIARE	[X]	[ ]	[ ]
COUNCILMAN PAUL J. CHRISTENSEN	[X]	[ ]	[ ]
COUNCILMAN RON LURIE MAYOR PRO-TEM	[X]	[ ]	[ ]
COUNCILMAN AL LEVY	[X]	[ ]	[ ]
COUNCILMAN BOB NOLEN	[X]	[ ]	[ ]
CITY ATTORNEY			
GEORGE F. OGILVIE	[X]	[ ]	[ ]

APPROVED BY REFERENCE July 3, 1985

ATTEST:

Carol A. Harley
CITY CLERK

Hilbert A. Briare
MAYOR

This Meeting Contains some page(s) that are illegible/poor quality

0001

AGENDA

City of Las Vegas

June 6, 1984

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

	ITEM	Council Action	Department Action
	I. 9:45 A.M.	FULL BOARD PRESENT CITY MANAGER ASHLEY HALL EXCUSED. DEPUTY CITY MANAGERS MICHAEL COOL AND DON SAYLOR WERE PRESENT.	
9:52	A. COMMUNITY RELATIONS Century-Mark Awards, Department of Recreation and Leisure Activities, Youth Affairs Division. Presentation of certificates to 21 outstanding Youth Council members who have earned a Century-Mark Certificate.	Awards presented by Dean Schank, Cultural Services, to 21 high school students. (See List made part of Final Minutes.) Mayor and Council commends award recipients.	
	B. SPECIAL EVENTS	None	
:00	II. 10:00 A.M.		
	A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW	Announcement Made	
10:0	B. INVOCATION Elder Zel Lowman First Presbyterian Church	Invocation Given By Elder Lowman	
10:04	C. PLEDGE OF ALLEGIANCE	Mayor Briare Led Audience in Pledge	

APPROVED AGENDA ITEM
mp Coe

CITY COUNCIL MI AFFIDAVIT OF MAILING

0002

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Joanne Cerri, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 1st day of June, 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 6th of June, 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).

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

Subscribed and sworn to before me this
1st day of June 1984

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County and State.
My Commission expires: 3-15-86

SANDRA R. LE BOEUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Mar. 15, 1985

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Joanne Cerny, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 1st day of June, 1984, at the hour of 930 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 6th day June, 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)

Joanne Cerny
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this
1st day of June, 1984

Sandra R. Le Boeuf
NOTARY PUBLIC in and for said County and State.
My Commission expires: 3-15-86

SANDRA R. LE BOEUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Mar. 15, 1986

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date: May 29, 1984

TO: Dean Schank

FROM: Bill Stabler

SUBJECT: CENTURY MARK AWARDS

COPIES TO:

The following students have earned the 1983-84 Century Mark Award for outstanding contributions to the Las Vegas Youth Council:

1. Lynn Ann Vaughn - Western
2. Deborah Green - Western
3. Kathy Holman - Western
4. Kevin Carruth - Las Vegas
5. Christy Geldbach - Clark
6. Laura Heginbottom - Clark
7. Scot Marker - Valley
8. Steven Schank - Valley
9. Todd Gillins - Rancho
10. Trina Henriksen - Rancho
11. Tonya Moran - Valley
12. Erika Hoskin - Bonanza
13. Nancy Auteri - Bonanza
14. Maria Jensen - Bonanza
15. Tracey Allen - Bonanza
16. Robert Van Patten - Bonanza
17. Naomi Edwards - Bonanza
18. Susan Jolley - Valley
19. Sonja Mount - Eldorado
20. Dawn Denison - Bonanza
21. Ann McGuire - Bonanza

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

BS/jhc

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	III. DEPARTMENT OF BUSINESS ACTIVITY JERRY J. CAHILL, DIRECTOR		
	*CONSENT AGENDA All matters listed under Items A and B are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Councilman or citizen so requests.		
10:06	*A. LIQUOR -- Additional 1. GNLV CORPORATION Golden Nugget 129 Fremont 2 bars	Lurie - APPROVED Items A and B as recommended. Unanimous	Staff to proceed
	*B. GAMING -- Additional 1. HORSESHOE CLUB OPERATING COMPANY Horseshoe Club 128 Fremont 5 "21" Tables 2. LAS VEGAS INN & CASINO, INC. Las Vegas Inn & Casino 1501 West Sahara 10 slots	APPROVED See Above	See Above

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

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

June 6, 1984

ITEM	Council Action	Department Action
III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
*B. GAMING -- Additional (cont'd)	Lurie - APPROVED Items A and B as recommended. Unanimous	Staff to proceed
3. EXBER, INC. Western Hotel & Casino 899 East Fremont 3 slots		
4. E.G. & H., INC. Las Vegas Club 18 Fremont 17 slots		
5. AMERICAN COIN ENTERPRISES International House of Pancakes 2210 Las Vegas Boulevard South 4 slots		
6. CARDIVAN COMPANY Mr. Suds Laundrymat 2303 South Eastern 3 slots		
7. CASINO ELECTRONICS Bonanza Lounge 4300 East Bonanza 4 slots		
8. J & H VENDING COMPANY Quik Stop Market 429 Las Vegas Boulevard South 2 slots		

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

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

June 6, 1984

ITEM	Council Action	Department Action
III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
*B. GAMING -- Additional (cont'd)	Lurie - APPROVED Items A and B as recommended. Unanimous	Staff to proceed
9. J. J. PARKER COMPANY Odyssey 2001 1930 East Fremont 1 slot		
10. NEVADA COIN MACHINE COMPANY Stop 'N Go Market #469 529 North Rancho 1 slot		
11. UNITED COIN MACHINE COMPANY Duffy's Tavern 4420 East Charleston 1 slot Jones Quick Stop 4543 North Rancho 2 slots Stop 'N Go Market #149 471 South Decatur 1 slot Tovi's Italian Restaurant/ Lounge 808 South Decatur 7 slots		
12. WESTRONICS, INC. Las Vegas Inn & Casino 1501 West Sahara 2 slots		

APPROVED AGENDA ITEM

0008

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
10:07	C. LIQUOR -- New/Request for Preliminary Approval 1. *KAYO OIL COMPANY dba JET #28003 1420 West Bonanza JET #28005 6100 West Charleston JET #28007 2083 East Fremont Beer/Wine Off-Sale Licenses Kayo Oil Company, a wholly-owned subsidiary of Conoco, Inc. -- Ronald A. Pierce, V.P.-Operations Jack R. Raber, Western Division Manager Ramon W. Ritter, District Supervisor Managers: Isabelle Heger, Store #28003 Audrey Roames, Store #28005 Roslynn Crane, Store #28007 *Subject to the provisions of the Planning, and Fire codes and Health Department regulations	Lurie - APPROVED, subject to the provisions. Unanimous	Staff to proceed Louis Wiener appeared to represent the applicant.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 25, 1984

TO: The City Council

FROM: DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 6, 1984 CITY COUNCIL AGENDA
LIQUOR -- New/Request for Preliminary Approval

PURPOSE/BACKGROUND

Item "C"

Appearing on the Department of Business Activity agenda is a request from Kayo Oil Company for preliminary approval of three (3) new beer/wine off-sale liquor licenses.

Las Vegas Municipal Code Section 6.06.050 states the following regarding preliminary approval:

> "(A) The Board of Commissioners may grant preliminary approval of an application for a license when such approval is requested by an applicant for any good and sufficient reason.
>
> (B) The Board may impose requirements on any such preliminary approval, and the Department of Business Activity shall issue the license only after all requirements are satisfied.
>
> (C) All such requirements must be satisfied and the license issued within six months after the date of the preliminary approval unless the Board specifies a shorter or longer period in its preliminary approval."

Attached is a copy of a letter dated April 12, 1984 from Keith L. McClellan, attorney representing Kayo Oil Company, outlining their request. If the Board grants approval of these three licenses, it is recommended that the following requirements be imposed:

1. Preliminary approval to be granted for a one-year period.

2. Licensee to obtain all necessary approvals from the Planning, Building and Fire Departments of the City, and Clark County Health Department.

3. Premises must comply with Liquor Ordinance "grocery store" definition; i.e., 1,200 square feet of floor space, $30,000 merchandise inventory.

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III. "C" 1

LAW OFFICES
WIENER, WALDMAN, & GORDON, LTD.
428 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101
(702) 382-9666

LOUIS WIENER, JR.
HERBERT L. WALDMAN
GERALD M. GORDON
KENNETH G. FREITAS
BRADLEY J. RICHARDSON
ROBERT J. GOWER
KEITH L. McCLELLAN

April 12, 1984

Mr. Jerry J. Cahill, Director
Department of Business Activity
City of Las Vegas
Post Office Box 1900
Las Vegas, Nevada 89125

Dear Mr. Cahill:

Pursuant to LVMC6.06.050, Kayo Oil Company, a beer, wine off-sale license applicant, requests preliminary approval of its applications.

Kayo presently owns four gasoline stations located within the City of Las Vegas. These stores do not meet the minimum square footage requirements for obtaining a beer, wine license. However, Kayo proposes to remodel its gasoline stations, expanding floor space to accommodate convenience stores. Blueprints detailing the proposed remodeling were submitted along with the license applications for each of the four locations. Kayo also intends to stock its stores with $30,000.00 worth of merchandise in compliance with LVMC6.50.020(c).

Accordingly, Kayo requests that you review blueprints of the proposed expansion and recommend to the Commission that Kayo receive preliminary approval for off-sale beer and wine licenses. Although LVMC6.06.050(C) requires all preliminary approval conditions to be satisfied within six months after date of approval, Kayo additionally requests that it be given one year to complete the necessary remodeling.

Your consideration of these requests is greatly appreciated.

Very truly yours,

WIENER, WALDMAN & GORDON, LTD.

Keith L. McClellan

KLM:dl
cc: Ms. Marge Heather

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
10:08	D. LIQUOR -- New 1. LOUIS SIMKINS dba DOWNTOWN EMPORIUM 512 East Fremont General Off-Sale License Louis N. Simkins, 100%	Lurie - APPROVED Unanimous	Staff to proceed
10:08	E. LIQUOR -- Change of Ownership 1. From: Winchester Foods, Inc. -- Joseph Kludjian, Sole Officer/Stockholder TO: *CREELMAN & ASSOCIATES, INC. dba VINCE'S SUPPER CLUB 4213 West Sahara General On-Sale License Robert J. Creelman, Pres, Secy, Treas, Dir, 100% *Subject to the provisions of the Planning, and Fire codes and Health Department regulations	Lurie - APPROVED, subject to the provisions. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
10:09	F. PROCESS SERVER LICENSE -- Approval of Manager 1. WESTERN STATES SERVICES dba WESTERN STATES SERVICES 1700 East Desert Inn Road, #406 Branch Manager: Don L. Weaver	Lurie - APPROVED Unanimous	Staff to proceed Don L. Weaver appeared.
10:09	G. ROCK CONCERT LICENSE -- New 1. OCEAN MODELS, INC. dba OCEAN PRODUCTIONS 1516 East Tropicana, Suite 7-A Steven J. Scano, Pres, Secy, Treas Approval of Rock Concert Permit Applicant: Ocean Productions Location: Cashman Field Complex Date: June 30, 1984 Performing Group: Gary Morris and GMO Band **APPROVED AGENDA ITEM**	Christensen - APPROVED Unanimous	Staff to proceed Steven J. Scano and Jerry Cahill appeared.

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
10:09	H. LIQUOR -- Request for Extension of Preliminary Approval 1. SOUTHLAND CORPORATION dba 7-ELEVEN FOOD STORE #25586 S/E corner Las Vegas Boulevard South/Oakey Beer/Wine Off-Sale License John P. Thompson, Chmn of the Board, Chief Exec Officer, Dir Jere William Thompson, Pres, Dir et al Gary Kirk, District Manager William & Verdie Evans, Franchise Managers (Preliminary approval granted 12/21/83 for six-month period. Request for approval of extension for additional six-month period: 6/21/84 to 12/21/84.)	Lurie - APPROVED Unanimous	Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 25, 1984

TO: The City Council

FROM: DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 6, 1984 CITY COUNCIL AGENDA
LIQUOR -- Request for Extension of Preliminary Approval

PURPOSE/BACKGROUND

Item "H"

Appearing on the Department of Business Activity portion of the agenda is a request for extension of preliminary approval submitted by Gary R. Kirk, District Manager of Southland Corporation.

On December 21, 1983, the City Council granted preliminary approval for a six-month period to Southland Corporation to change the location of an existing license (from 515 E. Oakey) to a new 7-Eleven store to be constructed on the southeast corner of Las Vegas Boulevard South and Oakey Boulevard.

Due to delays in escrow closing and in construction schedules, the licensee is unable to commence business at the new location prior to the expiration of the six-month preliminary approval period; and is, therefore, requesting an extension for an additional six-month period (6/21/84 to 12/21/84).

Attached is a copy of a letter dated May 21, 1984, from Mr. Kirk regarding this request.

Jerry B. Cahill

Jerry B. Cahill, Director
Department of Business Activity

Agenda Item

III. "H" 1

7-ELEVEN FOOD STORES • DISTRICT 2052
2355 REDROCK STREET • SUITE 105 • LAS VEGAS, NEVAOA 89102 • PHONE (702) 367-0711

May 21, 1984

Mr. Jerry J. Cahill, Director
Department of Business Activity
City of Las Vegas
P.O. Box 1900
Las Vegas, Nevada 89101

Dear Mr. Cahill:

In accordance with city ordinance No. 2187, Bill No. 81-54, Aritic1e 5-4-10, we were granted preliminary approval of an application for a beer and wine license (off sale). The approval was for a new store location on the south-east corner of Las Vegas Boulevard South, and Oakey Boulevard.

The preliminary approval was requested in order to comply with escrow requirements.

Due to delays in escrow closing and in construction schedules, we would like approval to extend the preliminary license for an additional six months.

We expect to begin construction on or before June 15, 1984, and expect the construction to be completed within 90-120 days.

Thank you for your consideration in this matter.

Sincerely,

Gary R. Kirk
District Manager - 2052
GRK:jmc

0016

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
	ABEYANCE ITEMS -- Tabled 5/16/84		
10:09	I. FIREARMS PERMIT -- New 1. *SUN KING CORPORATION dba HOLE IN THE WALL 1111 Las Vegas Boulevard South, #214 William B. Charles, Jr., Pres, Secy, Treas, Dir, 100% Jeffrey B. Charles, Resident Agent *Subject to the provisions of the Fire codes	Nolen - DENIED Unanimous	Hash Hanief, LVMPD, and Jerry Cahill, CLV, appeared. William B. and Jeffrey B. Charles appeared. Police Report before Council made part of record dtd 3/4/84 to Preston E.Hubbs Comm, Intelligence Services Bur., Hash Hanief, Lt.,Spec. Priv. Invests. Sec. from Tom Harber, Det., Spec. Priv. Invest., Subj: Background Investigation Sun King Corp.,dba Hole in the Wall, 1111 LVBS #14, Wm. B. Chas., Pres.100% 40-10592 ID #770207, Jeffrey B. Chas., Resident Agent, 40-10736 ID #494866 (a 3-pg.report with 5 pages of attachs) & arrest report presented 6/6/84 from LVMPD, #2519184/#1038400C/73-568-532, Re: Chas., Jeffrey Baster on file at LVMPD.
10:20	J. APPEAL ON DENIAL OF BUSINESS LICENSE 1. SOUTHWESTERN RESOURCE SYSTEMS, INC. dba ENERGY SYSTEMS OF LAS VEGAS 2300 Paseo del Prado, #B204 Michael Kaplan, Pres	Item J: Lurie - DENIED Unanimous	Michael Kaplan was not present.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

0017

Date: May 25, 1984

TO: The City Council

FROM: DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 6, 1984 CITY COUNCIL AGENDA ABEYANCE ITEM -- FIREARMS PERMIT -- New

PURPOSE/BACKGROUND

Item "I"

Appearing on the Department of Business Activity portion of the agenda is a request from Sun King Corporation, dba Hole in the Wall, 1111 Las Vegas Boulevard South #214, for a new firearms permit. This item was tabled at the May 16th meeting at the request of the applicant.

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

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III. "I" 1

2519184 LOC BKD Fthl DEPT. LIC NO. [illegible] CITY COUNCIL MINUTES JUNE 5, 1984 0018

J # LA # 1082703

SUBJECT'S NAME (LAST, FIRST, MIDDLE) | M T.
CHARLES, JEFFREY BAXTER | NO

ADDRESS | CITY | SEX
9722 Aminata | Tujunga | M

DESCENT	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	AGE
Cau	Bld	Gry	6-2	190	7-5-49	21

VEH LIC. NO. / STATE	R. D.	AKA / NICKNAME
None	1600	None

BIRTHPLACE (CITY & STATE)	PROB. INV. UNIT	JUV DETAINED AT	AD CHG.
Glendale Cal	Fthl Dets	---	

If this is a combined Crime Rpt., X box & enter Victim's name:

CRIME REPORT INFO: VICTIM'S OCCUPATION, DESCENT, AGE | TYPE OF PREMISES | TYPE OF OFFENSE

TYPE OF PROPERTY | TOTAL VALUE $

JUV ONLY INFO: RESID. R. D. | PARENTS NOTIFIED BY | TIME | BKG. APPROVED BY | DETENTION APPROVED BY

DIVISION OF APPEARANCE - DATE/TIME | PRINTED? Y N | PHOTOS? Y N

DIVISION & DETAIL ARRESTING	DATE & TIME ARRESTED	TIME BKD.
16X	7-22-73	0330 0500

ADDITIONAL CHARGES (ON ADD. WARRS LIST NO., COURT & BAIL, INC PA)

LOCATION OF ARREST	TOTAL BAIL, INC. PA.
12760 Osborne St	None

TYPE CHARGE (Section, Code, Definition)	WARRANT NO.
F 217 PC	

TYPE M - MISD. F - FEL. O - OTHER	ARRAIGN. DATE	TIME	COURT

LOCATION CRIME COMMITTED: 10563 Colbrook | R. D.: 1692

SOCIAL SECURITY NO.	OBSERVABLE PHYSICAL ODDITIES	OCCUPATION / GRADE
557-80-2771	Mustache	Student Jr

EMPLOYER (Firm or Person's Name, City, & Phone) / School: Pierce Coll ----

SPECIAL MEDICAL PROBLEM: None | EVID: Yes

CLOTHING WORN: Wht Shirt, Gld Pnts, Brn Shoes

EXACT LOCATION/DISPOSITION ARRESTEE'S VEHICLE - | Hold for:: None

LIST CONNECTING RPTS. BY TYPE & IDENTIFYING NOS.: CRIME, EVID RPTS SAME DR

VEHICLE USED (Year, Make, Model, Type, Colors, Lic. No., ID Marks) - | Passengers M | F: -

COMPLAINTS/EVID. OF ILLNESS/INJ. - BY WHOM TREATED: -

DRIVING VEH. (Direction & Name of Street) AT OR BETWEEN STREETS: -

CODE: V - VICTIM (FIRM NAME IF BUSINESS) W - WITNESS **ON JUVENILES ONLY:** P - BOTH NATURAL PARENTS G - GUARDIAN

	NAME	ADDRESS	CITY	PHONE	X
V	VAUGHN KENNETH LEE	RES. 1639 STAINSBURY	PAN CITY	785-6226	X
		BUS.			
W1	ROCCO, RICHARD	RES. 8327 TYRONE	PAN CITY	894-2713	
		BUS. LA CITY SCHOOL DIST		625-6555	X
W2	GREENWOOD CAROL	RES. 16039 LOS ALAMOS	GRAN HILLS	361-7764	X
		BUS.			
W3	LANDAKER, DAVID	RES. 8924 ORIENTED	VANS	781-4447	X
		BUS.			

ADMONITION of RIGHTS (when applicable) THE FOLLOWING STATEMENT WAS READ TO THE ARRESTEE: *"You have the right to remain silent. If you give up the right to remain silent, anything you say can and will be used against you in a court of law. You have the right to speak with an attorney and to have the attorney present during questioning. If you so desire and cannot afford one, an attorney will be appointed for you without charge before questioning."*

THIS ADMONITION WAS READ TO THE ARRESTEE BY (NAME & SERIAL NO.): NOT ADVISED

SUPERVISOR	SERIAL NO.	REPORTING OFFICER(S)	SERIAL NO(S).	DIVISION/DETAIL	VACATION DATE
[illegible]	12501	SZYMANSKI J.	17149	FTHL X	FAST
DATE/TIME REPRODUCED	DIV./DESK	MALKEMUS	17551	FTHL A	FAST
7-22-73 0915		BENTLEY E.	13335	"	8-1/9-10

USE CONT. SHEET FOR NARRATIVE (AS PER INSTRUCTIONS ON BACK OF THIS PAGE) - - - - BELOW SECTION TO BE COMPLETED BY INVESTIGATOR

COMMENTS OF INVESTIGATOR - INCLUDE WHEN REFERRED, NAME OF AGENCY, AND PERSON ACCEPTING REFERRAL.

☐ Econ. - Innocent ☐ PEI ☐ Other Law enf. agency ☐ Admits Prior Record
☐ Econ. - Insuf. evid ☐ CYA ☐ Juvenile trel. (misd.) ☐ Denies ☐ YES ☐ NO
☐ Social Agency ☐ Probation ☐ Other

R	SER. NO. / DIV.	ADULT PRESENT AT INTERVIEW	IN PERSON INTERVIEW ☐ YES ☐ NO	DATE & TIME (if in person)	SUPERVISOR APPROVING	SER. NO.

ARREST REPORT

TYPE OF REPORT		BOOKING	DR NO.
5	CRIME - ARREST 217 P.C.	2519184	73-569-532

QUAN.	ARTICLE	SERIAL NO.	BRAND	MODEL NO.	MISC. DESCRIPTION (EG.COLOR, SIZE, INSCRIPTIONS, CALIBER, REVOLVER,ETC)	DOLLAR VALUE

CRIME INFO: VICT VAUGHAN STATED THAT HE WAS AT A PARTY, 10563 COLEBROOK. AT APPROX 2250 HRS HE WAS ON THE PATIO WITH THE SUSP & A NUMBER OF OTHER PEOPLE. THE SUSP & WIT ROCCO BECAME ENGAGED IN A VERBAL ARGUEMENT ABOUT WHO WAS GOING TO DEAL THE CARDS. THEY BEGAN PLAYING BLACK JACK FOR AN UNK AMOUNT OF MONEY. WIT GREENWOOD & VICT VAUGHAN EXITED THE RESIDENCE & BEGAN RIBBING THE SUSP ABOUT HIS LOSING. THE SUSP SEEMED TO BECOME EVEN MORE ANGRY. THE SUSP STATED THAT HE WAS COLD AND WAS GOING TO HIS CAR TO GET HIS COAT. AS THE SUSP RETURNED TO THE HOUSE, WIT LANDAKER WAS TOLD BY A UNK FEMALE THAT THE SUSP GOT A GUN OUT OF THE TRUNK OF HIS VEH. WIT LANDAKER OBS WHAT APPEARED TO BE A GUN IN SUSPS REAR POCKET. BEFORE THE SUSP RE-ENTERED THE HOUSE WIT LANDAKER PATTED THE SUSP DOWN BUT DIDN'T FEEL THE WEAPON. THE SUSP RETURNED TO THE PATIO AREA WHERE HE RE[redacted] AUTOMATIC [redacted] BAND. THE SUSP TOLD EVERY ONE TO GET BACK AND POINTED THE WEAPON AT THE VICT & SOME OF THE WITS. THE SUSP THREATNED TO SHOOT NO ONE IN PARTICULAR. HE STATED "YOU CAN'T PLAY CARDS." THE SUSP THEN RETURNED THE WEAPON TO HIS WAIST BAND. VICT VAUGHAN WENT AROUND THE TABLE AND APPROACHED THE SUSP. THE SUSP & VICT BECAME INVOLVED IN A SLIGHT ALTERCATION OVER THE WEAPON. THE [redacted] THE [redacted] HIM ONCE ON [redacted] SIDE THE VICT WAS KNOCKED TO THE GROUND. THE VICT GOT UP AND RAN THROUGH THE HOUSE, DOWN THE DRIVEWAY & ACROSS THE STREET & FELL INTO THE IVY OF A NEIGHBOR. THE SUSP PICKED UP THE PACK OF CARDS & RAN TO THE WEST SIDE OF THE

IF MORE SPACE IS REQUIRED, USE CONTINUATION SHEET. 15.09.0.

QUAN.	TYPE OF REPORT	BOOKING	DR NO.
5	CRIME - ARREST 217 P.C	2519184	73-563532 0020

QUAN.	ARTICLE	SERIAL NO.	BRAND	MODEL NO.	MISC. DESCRIPTION (EG.COLOR, SIZE, INSCRIPTIONS, CALIBER, REVOLVER ETC)	DOLLAR VALUE

HOUSE & OUT THE FRONT GATE. THE SUSP RAN DOWN THE DRIVEWAY & GOT INTO A 1960 AUSTIN HEALY CONV. COCOA BROWN W/ WHT PRIMER SPOTS. THE SUSP DROVE E/B AWAY FROM THE LOCATION.

SOURCE OF ACTIVITY: OFCS ASSIGNED 16X54 & 16A31 RECEIVED R/C AMB. SHOOTING AND 415 PARTY 10563 COLE BROOK. OFCS MORAN & MALAZNIK 16A31 RESPONDED TO THIS LOCATION. OFCS BENTLEY & SZYMANSKI 16X54 RESPONDED TO PACOIMA LUTH. HOSP.

OFFICERS OBSERVATION: OFCS AT PAC LUTH HOSP OBS THAT THE VICT HAD ACTUALLY BEEN SHOT. THE [redacted]

AT THE RESIDENCE OFCS OBS BLOOD ON THE REAR LAWN, ON THE PATIO & ON & AROUND A VEH THAT WAS PARKED ACROSS THE STREET. OFC MORAN RECOVERED TWO EMPTY 9MM CHSINGS FROM THE LAWN AT THE REAR OF THE RESIDENCE. [redacted] VAUGHN (VICT).

WHILE AT THIS RESIDENCE OFC MORAN RECEIVED A TELEPHONE CALL FROM A MAN WHO IDENTIFIED HIMSELF AS THE ONE WHO DID THE SHOOTING. OFC ADVISED THE DEFT THAT THERE WAS A BROADCAST OUT FOR HIS ARREST & THAT IT WOULD BE WISE IF HE SURRENDERED HIMSELF AT FOOTHILL.

AT 0320 [redacted] TO SGT JEFFERDS AT FOOTHILL STATION. THE SUSP WAS ACCOMPINIED BY HIS FATHER. HIS FATHER GAVE SGT JEFFEROS A 9MM AUTOMATIC IN A BOX. SGT JEFFERDS TURNED THE DEFT AND THE AUTOMATIC OVER TO OFC SZYMANSKI.

TYPE OF REPORT	BOOKING #	DR NO.
CRIME - ARREST - 217 P.C.	2519184	73-568532

ARTICLE	SERIAL NO.	BRAND	MODEL NO.	MISC. DESCRIPTION (EG. COLOR, SIZE, INSCRIPTIONS, CALIBER, REVOLVER, E-C)	DOLLAR VALUE

0021

ARREST OF DEFT: OFC SZYMANSKI PLACED THE DEFT UNDER ARREST FOR [redacted] W/ IN [redacted].

BOOKING: SGT JEFFERDS APPROVED BOOKING THE DEFT THE DEFT WAS BOOKED AT FOOTHILL FOR 217 P.C.

EVIDENCE: OFC MORAN RECOVERED TWO SPENT 9MM CASEINGS FROM THE LAWN AT THE REAR OF THE RESIDENCE

OFC SZYMANSKI RECEIVED THE 9MM AUTOMATIC FROM SGT JEFFERDS WHO RECEIVED IT FROM THE DEFTS FATHER.

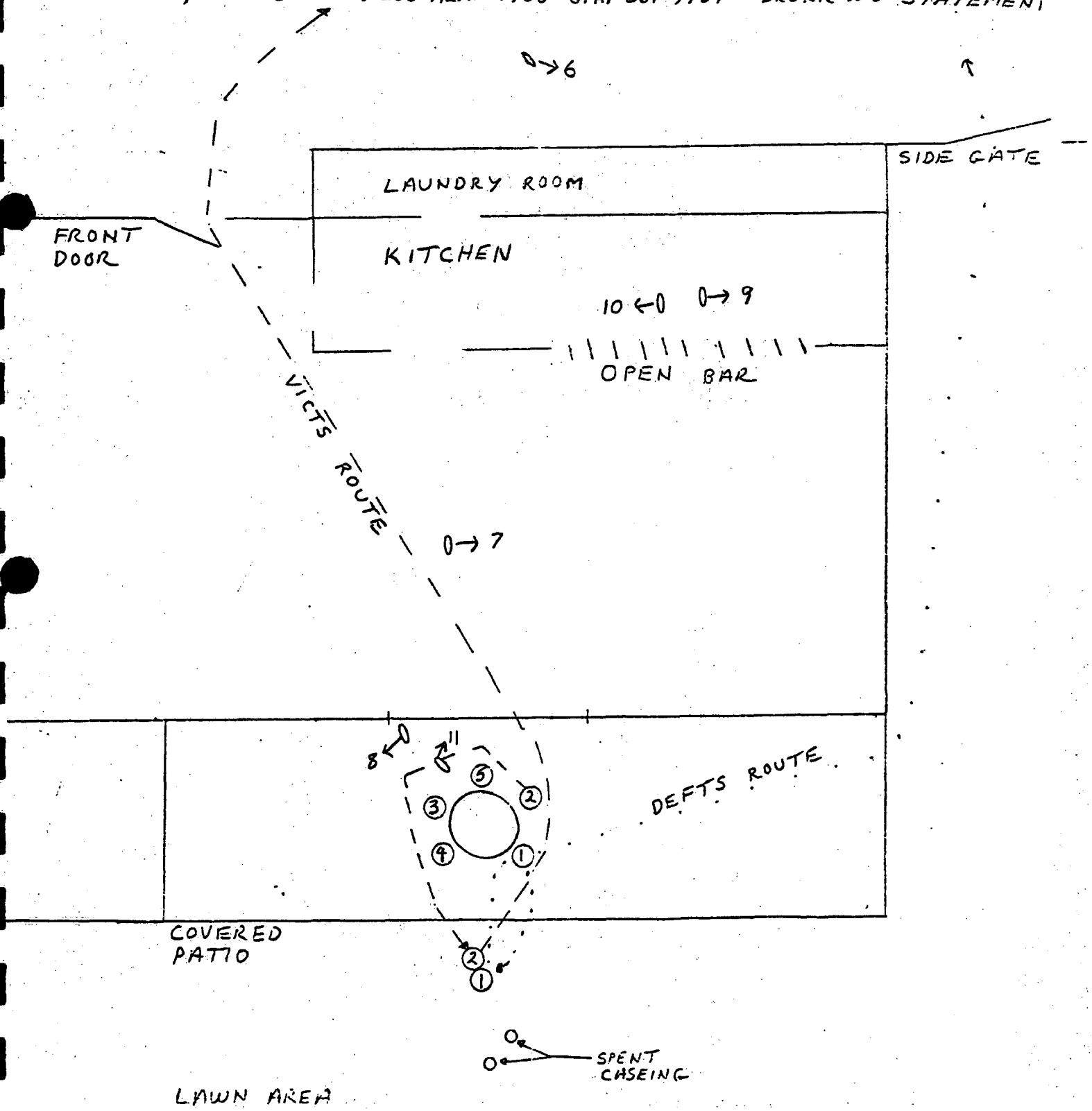
ALL PROPERTY BOOKED AS EVIDENCE AT FOOTHILL PROP UNDER ABOVE DR#.

ADDITIONAL: OFC MORAN TOOK 12 PHOTOES SHOWING THE AREA WHERE THE SPENT CARTRIDGES WERE FOUND, THE PATIO AREA & THE AREA WHERE THE VICT FELL IN THE IVY. VICT REC. MT AT PAC. LUTHERN HOSP. SURGEON ON DUTY [redacted]. PHILLIPS.

0022

① DEFT
② VICT
③ WIT ROCCO, RICHARD
④ WIT GREENWOOD, CAROL
⑤ M.C GUIRE, PATTY F CAUC LEFT SCENE PRIOR TO OFCS ARRIVAL.
6 ○ WIT LANDAKER, DAVID
7 ○ WIT SMITH, WILLIAM
8 ○ WIT OHER, WILLIAM
9 ○ DEAUST, SUZANNE M. 10138 COLWELL S.V. 768-1780 BUS: 666-3122 NOT WIT.
10 ○ MITCHELL, LANE 10563 CLEBROOK SUN. 768-6199 — NOT WIT — GAVE PARTY
11 ○ GREENWOOD, THOMAS 16039 LOS ALAMITOS G.H. 361-7769 - DRUNK-NO STATEMENT

○ SITTING
○ STANDING



City of Las Vegas

AGENDA DOCUMENTATION

0023

Date: May 25, 1984

TO: The City Council

FROM: DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JUNE 6, 1984 CITY COUNCIL AGENOA ABEYANCE ITEM -- APPEAL ON DENIAL OF BUSINESS LICENSE

PURPOSE/BACKGROUND

Item "J" on the Department of Business Activity portion of the agenda is a request from Michael Kaplan, President of Southwestern Resource Systems, Inc., dba Energy Systems of Las Vegas, for appeal of the denial of a general business license. This item was tabled at the May 16th meeting at the request of the appellant.

The application of Energy Systems of Las Vegas was filed with the department on February 2, 1984. The application listed Michael Kaplan as President, Vice President, Secretary and Treasurer of the corporation, and described the type of business to be conducted as:

> "Retail sale of energy conservation equipment. All equipment shipped direct to customer from distributor. Duty cycling on heating and air conditioning units, small size item that regulates the operation. Item is installed by independent contractor."

Specific grounds as set forth in Las Vegas Municipal Code Section 6.02.330, which formed the basis of denial of the application are outlined in the department's letter of denial dated April 6, 1984.

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

1) Business License Application
2) Investigative report dated March 9, 1984
3) Sixty-day list of officers/directors of Southwestern Resource Systems, Inc., filed February 1, 1984, with the Secretary of State
4) Copies of civil litigation taken by the States of Washington and Iowa, and Commonwealth of Pennsylvania
5) Letter of denial dated April 6, 1984
6) Letter dated April 26, 1984 from Michael Kaplan requesting reconsideration
7) Letter dated May 1, 1984 from Michael Kaplan appealing denial of license

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III. "J" 1

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

BUSINESS LICENSE APPLICATION

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

Business Name: Southwestern Resource Systems, Inc. d/b/a Energy Systems of Las Vegas
License No.: B10- 2596

Business Address: 2300 Paseo del Prado #B204 Las Vegas, Nev. Zip: 89102
License No.:

Mailing Address: same Zip:
License No.:

Business Phone: 362-5528

Parent Business Name:
Est. Date License To Begin: 2/1/83

Type of Business: Retail sale of energy conservation equipment.

Purpose of Application: (Check Appropriate Block)

New Business ☒

Change In Name ☐ Former Name:

Change In Ownership ☐ Former Owner:

Change In Location ☐ Former Location:

Change In Corporate Officer(s): Added ☐ Deleted ☐ All New ☐

Brief Description Of Business To Be Conducted:
Retail sale of energy conservation equipment. All equipment shipped direct to customer from distributor. Duty cycling on heating & air condit. units, small size item that regulates the operation. Item is installed by independent contractor

Coin-Operated Machines: Amusement ☐ No. ____ Juke Box ☐ No. ____ Cigarette ☐ No. ____

Location Of Machines: Date Placed In Service:

Door-To-Door Soliciting: Yes ☐ No ☒

All New Merchandise: Yes ☒ No ☐

Nevada State License(s) No.: Health Permit No.:

State Sales Tax Permit No.: 0-188385-03-02-72 Applied For: 1-3-84

Other Current Business Licenses:

Brief Description Of Business Address Where Business Is To Be Conducted:
office complex

Storage Required: Yes ☐ No ☒

If yes, where:

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

Name:	Title: V-P, Sec & Treas	Residence:	
Michael Kaplan	President	220 Desert View, Las Vegas, Nevada	
	Phone No.: 870-2336	Social Security: 017-34-9392	Date Of Birth: 11/19/46
Name:	Title:	Residence:	
	Phone No.:	Social Security:	Date Of Birth:
Name:	Title:	Residence:	
	Phone No.:	Social Security:	Date Of Birth:

Corporate Resident Agent/Local Mgr.:	Business Address:	Business Phone:
Michael Kaplan	2300 Paseo del Prado, L.V.	367-2771

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

If yes, list arrest(s):

Name:	Date:	Charge:	Location:	Disposition:

DO NOT WRITE IN THIS BOX

Bond: Type: _____ Amount: _____ Attached: _____ Pending: _____

Insurance: Amount: _____ Policy Attached: _____ Pending: _____

Insured By: _____ Expiration Date: _____

Vehicle No.: _____ Date Sticker Issued: _____ Police I.D. No.: _____

Letter Of Authorization On Premises: Attached: _____ Pending: _____

Other: _____

General Receipt No.: 49631 Date: 2-2-84 Amt: #25.00 Paid To: 8-d-84

Date Logged: 2-2-84 Semiannual Rate: HN

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

Room Taxes Paid To: _____ Owing: _____

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

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

Seating Capacity: Number Of Seats: _____

City Council Approval Date: _____

APPROVALS:	TENTATIVE		FINAL	
	Date	By	Date	By
Planning				
Fire				
License				

Additional Comments Or Information:

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

CERTIFICATION

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

Michael Kaph Pres. 12/6/83

Signature Of Applicant Title Date

Received By:

Michael L. Hoffman Lic Insp (N 1-17-84

Department Of Business Activity Date

CITY COUNCIL MINUTES JUNE 6, 1984

0026

No. 29350

Court Minutes of Chamber's Conference

STATE OF IOWA, ex rel
RICHARD TURNER
ATTORNEY GENERAL,

Plaintiff,

v.

NATIONAL MARKETING SERVICES, INC.,
1800 EAST SAHARA AVE., SUITE 105
LAS VEGAS, NEVADA 89104

et al,

Defendants.

This case came on before the Court on May 15, 1978, upon the State's Motion for Money Judgment. The State appeared by Kathryn L. Graf, Esq. and Carol S. Egly, Esq., Assistant Attorneys General, and the Defendant National Marketing Services, Inc. by its attorneys Ralph E. Baird, Esq., a member of the Missouri Bar, and Peter A. Keller, Esq.

The attorneys appeared in the Court's Chambers and indicated that the dispute over the State's pending motion had been resolved upon the following basis:

1. The sum of $48,358.00 is owing by Defendant pursuant to the document entitled "Final Orders on Stipulation of Parties" heretofore filed herein.

2. The Defendant National Marketing Services, Inc. shall pay the following sums on the following debts:

a. $3,500.00 on or before May 25, 1978.
b. $3,000.00 on June 15, 1978.
c. $3,000.00 on July 15, 1978.
d. Thereafter commencing on the 15th day of August, 1978, and on the 15th day of each and every month thereafter the Defendant will pay the sum of $4,000.00 per month until the entire unpaid balance has been paid in full.
e. Upon the Defendant's failure to make any of the agreed upon installment payments above set out, judgment therefor can and will be immediately entered against the Defendant upon the filing of an Affidavit by the attorneys that payment is in default.

3. The parties agreed to prepare a joint stipulation setting out the facts of their agreement and an appropriate court order approving the same will be submitted to the Court for its approval.

115-74

Judge of the 2d Judicial District

CLERK TO FURNISH COPIES TO:

Kathryn L. Graf, Esq.
Attorney General's Office
Consumer Protection Division
1209 East Court
Des Moines 50319

Ralph E. Baird, Esq.
6th St. and Pearl Ave.
Joplin, MO. 64801

Peter A. Keller, Esq.
McDonald, Keller & Brown
502 15th St.
Dallas Center 50063

115-75

IN THE DISTRICT COURT OF THE STATE OF IOWA

IN AND FOR STORY COUNTY

0028

STATE OF IOWA ex rel
RICHARD C. TURNER,
ATTORNEY GENERAL,

Plaintiff,

vs.

NATIONAL MARKETING SERVICES, INC.,
1800 East Sahara Ave., Suite 105,
Las Vegas, Nevada 89104,

MICHAEL KAPLAN, INDIVIDUALLY AND AS PRESIDENT, NATIONAL MARKETING SERVICES, INC.,
1800 East Sahara Ave., Suite 105,
Las Vegas, Nevada 89104,

DAVID KAPLAN, INDIVIDUALLY AND AS SECRETARY/TREASURER, NATIONAL MARKETING SERVICES, INC.,
1800 East Sahara Ave., Suite 105,
Las Vegas, Nevada 89104,

BOB DAVIS, INDIVIDUALLY AND AS VICE-PRESIDENT, NATIONAL MARKETING SERVICES, INC.,
1800 East Sahara Ave., Suite 105,
Las Vegas, Nevada 89104,

FRED MEYERS, INDIVIDUALLY AND AS AGENT, NATIONAL MARKETING SERVICES, INC.,
1800 East Sahara Ave., Suite 105,
Las Vegas, Nevada 89101,

NEVADA STATE BANK,
3345 South Maryland Parkway,
Las Vegas, Nevada 89101,

Defendants.

EQUITY NO. 28350

MONEY JUDGMENT

FILED
78 JUL 11 AM 11:03
COLLEEN A. GILCHRIST, CLERK
DISTRICT COURT
STORY COUNTY, IOWA

FINDINGS OF FACT

On September 23, 1977, a Final Order on Stipulation of Parties was ordered by the District Court in Story County. Thereafter, plaintiff filed a motion for Money Judgment and on May 25, 1978 the plaintiff's motion came on for hearing. By agreement of the parties,

116-1380

judgment in the amount of forty-seven thousand eight hundred and fifty-three dollars is agreed upon to be entered against National Marketing Services, Inc.

The plaintiff agrees that execution shall not issue for said judgment so long as the defendant, National Marketing Services, Inc. abides by the following payment plan:

1. The amount of thirty-five hundred dollars shall be paid on or before May 25, 1978.
2. The amount of three thousand dollars shall be paid on June 15, 1978.
3. The amount of three thousand dollars shall be paid on July 15, 1978.
4. The amount of four thousand dollars shall be paid on the 15th day of each month thereafter, commencing August 15, 1978 and continuing until the total judgment amount of forty-seven thousand eight hundred fifty-three dollars shall be paid in full.

Plaintiff shall refund sums received hereunder to Iowa Distributors who had purchased distributorships from the defendant, National Marketing Services, Inc. and desired to surrender these distributorships.

ORDER

WHEREFORE, a Money Judgment of forty-seven thousand eight hundred fifty-three dollars is ordered by this Court in favor of the plaintiff and against the defendant, National Marketing Services, Inc.

The Money Judgment shall be paid by the defendant National Marketing Services, Inc. as follows:

1. The amount of thirty-five hundred dollars shall be paid on or before May 25, 1978.
2. The amount of three thousand dollars shall be paid on June 15, 1978.
3. The amount of three thousand dollars shall be paid on or before July 15, 1978.
4. The amount of four thousand dollars shall be paid on the 15th day of each month thereafter, commencing on August 15, 1978 and continuing until the total judgment amount of forty-seven thousand eight hundred fifty-three dollars shall be paid in full.

Dated as of the 4th day of July, 1978.

David R. Hansen
JUDGE, SECOND JUDICIAL DISTRICT OF IOWA

We hereby consent to the entry of the foregoing Findings, Orders and Judgment.

RICHARD C. TURNER
Attorney General of Iowa

By: Kathryn L. Graf
KATHRYN L. GRAF
Assistant Attorney General

Consumer Protection Division
1209 East Court, Exec. Hills West
Des Moines, Iowa 50319
Phone: (515) 281-5926

ATTORNEYS FOR PLAINTIFF

Peter A. Keller
PETER A. KELLER
Attorney at Law

ATTORNEY FOR DEFENDANTS

Ralph E. Baird
RALPH E. BAIRD
Attorney at Law

ATTORNEY FOR DEFENDANTS

COPIES FILED FOR:

Kathryn L. Graf
Assistant Attorney General
1209 East Court
Des Moines, IA 50319

Peter A. Keller
502 - 15th St.
Dallas Center, IA 50063

Ralph E. Baird
6th St. & Pearl Ave.
Joplin, MO 64801

National Marketing Services, Inc.
Michael Kaplan, David Kaplan,
Bob Davis and Fred Meyers
1800 EAst Sahara Ave., Suite 105
Las Vegas, NE 89104

Nevada State Bank
3345 South Maryland Parkway
Las Vegas, NE 89101

114-1383

THE FOLLOWING PAGE(S) ARE ILLEGIBLE/POOR QUALITY

3333 Las Vegas
May 9, 1977

IN THE DISTRICT COURT OF THE STATE OF IOWA

IN AND FOR STORY COUNTY

0032

STATE OF IOWA ex rel RICHARD C. TURNER, ATTORNEY GENERAL, Plaintiff, vs. NATIONAL MARKETING SERVICES, INC., 1800 EAST SAHARA AVE., SUITE 105, LAS VEGAS, NEVADA 89104, MICHAEL KAPLAN, INDIVIDUALLY AND AS PRESIDENT, NATIONAL MARKETING SERVICES, INC., 1800 EAST SAHARA AVE., SUITE 105, LAS VEGAS, NEVADA 89104, DAVID KAPLAN, INDIVIDUALLY AND AS SECRETARY/TREASURER, NATIONAL MARKETING SERVICES, INC., 1800 EAST SAHARA AVE., SUITE 105, LAS VEGAS, NEVADA 89104, BOB DAVIS, INDIVIDUALLY AND AS VICE-PRESIDENT, NATIONAL MARKETING SERVICES, INC., 1800 EAST SAHARA AVE., SUITE 105, LAS VEGAS, NEVADA 89104, FRED MEYERS, INDIVIDUALLY AND AS AGENT, NATIONAL MARKETING SERVICES, INC., 1800 EAST SAHARA AVE., SUITE 105, LAS VEGAS, NEVADA 89104, NEVADA STATE BANK, 3345 SOUTH MARYLAND PARKWAY, LAS VEGAS, NEVADA 89101, Defendants.	EQUITY NO. 2850 PETITION FOR TEMPORARY AND PERMANENT INJUNCTIONS, WRIT OF ATTACHMENT, RESTITUTION O MONIES AND JUDGMENT FOR COSTS

FILED
DIST. COURT
STORY CO. IOWA
1984 MAY -9 PM 3:05
WILLIAM PETERSBURG CHELER

No record of Case being filed with Court when Court in Iowa 2-13-84

Judgment
7-4-78
$47,853.00
AWARDED The Plaintiff

COMES NOW the State of Iowa as plaintiff, by Richard C. Turner, Attorney General of Iowa, and by Julian B. Garrett and Douglas R. Carlson, Assistant Attorneys General of Iowa, pursuant to the provisions of [illegible] Iowa Consumer Fraud Act, and in support of [illegible]

1. That the defendant National Marketing Services, Inc., hereafter referred to as NMS, is a corporation organized and chartered

under the laws of the State of Nevada.

2. That the defendant NMS does business out of its 1800 East Sahara Avenue, Suite 105, Las Vegas, Nevada 89104, address as its general place of business and national headquarters.

3. That the defendant NMS is registered as a foreign corporation with the Iowa Secretary of State's Office and has therefore consented to the jurisdiction of the courts of the State of Iowa.

4. That the defendant NMS has in its registration with the Iowa Secretary of State's Office appointed as its Iowa registered agent and registered office, C. T. Corporation System, Savings & Loan Building, Des Moines, Iowa 50309.

5. That the defendant Michael Kaplan, being sued both individually and as a corporate officer, is the president of NMS and to the best knowledge and belief of the plaintiff, is also one of the principal individuals responsible for the operation and direction of the sales activitities of the corporate defendant.

6. That the defendant Michael Kaplan, being sued both individually and as a corporate officer, is the secretary-treasurer of the defendant NMS, and to the best knowledge and belief of the plaintiff is also actively involved in directing the activities of the corporate defendant.

7. That the defendant Bob Davis, being sued both individually and as a corporate officer, is the vice-president of NMS and to the best knowledge and belief of the plaintiff, is also actively involved with the direction of the sales activities of the corporate defendant.

8. That the defendant Fred Dyer, being sued both individually and as an agent of the corporate defendant, is an agent for NMS and has dealt extensively with Iowans who have purchased distributorships from the defendant NMS.

9. That the defendant Nevada State Bank is a state bank organized pursuant to the banking statutes of the State of Nevada.

10. That the defendant NMS maintains one or more corporate checking accounts with the defendant Nevada State Bank and deposits therein some or all the proceeds of its sales, including some or all the proceeds of its sales to Iowa residents.

11. That the defendant Michael Kaplan may have a checking account with the defendant Nevada State Bank wherein the proceeds of sales by the defendant NMS to Iowa residents have been deposited.

12. That the defendant Nevada State Bank has in its custody and possession, in the form of the accounts set forth in paragraphs number 10 and 11 above, much of the proceeds of the sales activities of the defendants including, but not limited to, sales made to residents of the State of Iowa.

13. That the defendant Nevada State Bank is a defendant herein because it has possession of certain funds obtained fraudulently and illegally from Iowa residents and said bank holds said funds as a constructive trustee for the Iowans from whom the funds came.

14. That the defendant Nevada State Bank, hereafter referred to as bank, is a necessary defendant insofar as said defendant controls the "fruits" that the plaintiff is seeking in this litigation; i.e. restitution of all monies obtained illegally and fraudulently from residents of the State of Iowa by the other defendants herein. In addition, the Nevada State Bank has agreed to and has allowed its name [redacted] operate their illegal scheme by giving NMS an undeserved aura of respectibility by giving NMS a good recommendation when distributors or potential distributors from Iowa called to get information on NMS.

15. That when hereafter used the term defendants shall refer to all of the above-named corporate and individual defendants (other

than defendant bank) operating individually, jointly and in concert for their common purpose and goal of advertising, promoting, soliciting and selling their products and services. The defendant bank shall not be deemed included in the other allegations to be set forth herein unless specifically named.

16. That the defendants have placed various forms of advertising in several media, including the Des Moines Sunday Register. Said ads offer for sale so-called "toy distributorships" which are purported by the defendants' ads to offer a $10,000 per year profit on a part-time basis or $40,000 per year profit on a full-time basis.

17. A typical ad, such as set forth in paragraph 16 above, as used by the defendants reads as follows:

"$10,000 per year
Part-time!!
$40,000 per year
Full-time potential!!
TOY WORLD
Distributorship
Mattel, Walt-Disney,
Parker Games, Fisher-Price
Milton Bradley, Tonka
No selling or experience necessary
you will restock beautiful displays with the country's fastest selling nationally advertised toys in high traffic company established accounts that you will be turned over to you. Your reorders will be computer processed by one of the oldest and largest brand name toy wholesalers in the U.S. Applicants must be responsible, able to make decisions, and be capable of making a minimum cash investment of $4,980. 100 percent merchandise buy back. Call Mr. Bell; toll free anytime. 1-800-621-7725, ext. A121, Sunday calls accepted."

The above ad is typical of ads that have appeared in the Des Moines Sunday Register and that numerous Iowa residents have responded to and which later resulted in said Iowa residents purchasing a so-called "toy distributorship" from the defendants.

18. That as of the time of the filing of this Petition, the Attorney General of Iowa knows of at least twelve (12) Iowans who have purchased such "toy distributorships" from the defendants and the Attorney General has reason to believe that there may be other persons unknown to the Attorney General who have also purchased such distributorships in the State of Iowa. That attached hereto and hereby incorporated herein in their entirety, are the Affidavits of a number of Iowas who purchased from the defendants, setting forth in detail exactly how they were sold by the defendants.

19. That the defendants have represented to Iowa purchasers that they can make $10,000 per year part-time and $40,000 per year full-time by purchasing one of the defendant's so-called "Toy World distributorships".

20. That the defendants have represented to Iowa purchasers that their distributorships will be in connection with such brand name toy manufacturers as "Mattel, Walt-Disney, Parker Games, Fisher Price, Milton Bradley, and Tonka", thereby giving their distributorships a false aura of respectibility.

21. That the defendants have represented to Iowa purchasers that all they will have to do to earn the profit as promised in the representations set forth in paragraph 19 above is to restock toy displays in "high traffic locations" which locations and account will be established by the defendants and turned over to the Iowa purchasers.

22. That the defendants have represented to Iowa purchasers that their purchase of a distributorship from the defendants [illegible] a minimum of $4,980, and in some cases more, and that said investment is guaranteed by the defendant's "100 percent merchandise buy back agreement".

23. That the defendants have represented to Iowa purchasers

that they (Iowa distributors) would be able to buy toys at the same prices as paid by large nationwide chain stores because the defendants have such a large volume that the defendants could purchase toys at prices even cheaper than large nationwide chain stores, sell them to distributors at prices equal to those paid by large nationwide chain stores and for this reason the defendant's distributors would be able to sell toys at prices which would be competitive with large nationwide chain stores.

24. That the defendants have specifically represented to Iowa purchasers that they would be able to sell toys at the same price or within a few cents of the prices charged locally by such large nationwide chain stores as K-Mart and Target.

25. That the defendants have specifically represented to Iowa purchasers that the only time such local discount outlets such as K-Mart and Target would be able to undercut the prices charged by the defendant's distributors would be when such outlets had toys on sale for a special promotion or as a loss leader, but that the regular prices charged by such local outlets would never be less than the distributors regular price.

26. That the defendants have represented to Iowa purchasers that there were various laws that prohibit the defendants from granting "exclusive" territories to their defendants.

27. That the defendants have represented to Iowa purchasers that even though there were such laws against granting exclusive territories, such as set forth in paragraph 26 above, that the defendants have represented, promised and assured to purchasers that a particular distributor was and would always be the only distributor in the area he had purchased in.

28. That the defendants have represented to Iowa purchasers that they never set up or sell distributors within 50 miles of one another.

29. That the defendants have represented to Iowa purchasers in the central Iowa area that the nearest possible competing distributor to any distributors in the central Iowa area would be a distributor located in Davenport, Iowa.

30. That the defendants have represented that because of the quality of the locations they set up for distributors in high traffic business locations, the national average for sales by distributors is three (3) sales per day per rack.

31. That in line with the representations set forth in paragraph 30 above, that the defendants have also specifically represented to some Iowa purchasers that the national sales average is seven (7) toys per day per rack rather than the national average of three (3) sales per day per rack that the defendants have represented to other Iowa purchasers.

32. That the defendants in connection with promoting and soliciting sales of their distributorships to Iowa residents use a "Gold Fact Sheet" which shows various projected returns on sales. That attached hereto and hereby incorporated herein in its entirety by reference is a copy of a sample of said gold fact sheet marked "Exhibit A". That in connection with the use of this gold fact sheet, Exhibit A, that the defendants have represented to Iowa purchasers that many of the figures and projected returns shown on said sheet were "low averages" and that a distributor could easily expect to sell more and earn more than the figures shown on the gold fact sheet.

33. That the defendants have represented to Iowa purchasers that in addition to the 100 percent merchandise buy back agreement, as set forth in paragraph 22 above, that there is an additional protective buy back agreement covering each distributorship. That the guaranteed

buy back would operate in either one of two ways; (1) either a distributor could sell all of the toys back to the defendants and sell the racks to another dealer for $90 each or (2) the distributorship could sell the entire business back to the defendants if the distributor had been in business for one (1) year and receive a full refund of money paid.

34. That the defendants have represented to Iowa purchasers that their various buy back agreements, guarantees, etc., as set forth in paragraphs number 32 and 33 above, operate to in essence guarantee that the purchaser of a distributorship cannot lose anything because he can always get his money back on the buy back agreement.

35. That the defendants have specifically represented to Iowa purchasers that for a small fee they will act as a broker and assist the distributor in selling his distributorship to another distributor, perhaps at a profit, in that this will assist the defendants in getting another distributor without having to go around and set up the accounts all over again.

36. That the defendants have represented to Iowa purchasers that they make scientific use of demographics, which show areas of greatest traffic, in determining what stores they should set up toy racks in, and that they also scientifically employ a logistic examination of traffic within the store itself in determining where to set up the distributor's racks within the store and that the use of these scientifically applied principles and logistic examination guarantees greater profits for the distributor.

37. That the defendants represents that to open an account as desired in number 32 above, or to utilize information from Dun & Bradstreet and have a set of standards that each account

would have to meet before they would be selected as an account, and that one example of the standards that the account would have to meet in order to qualify as a Toy World location would be that the business would have to have been operating at least five years and to have a traffic of a minimum of one thousand persons per day.

38. That the defendants represent that if any of the locations do not produce at least two sales per day, the locater will come back and relocate the accounts at another business at no cost to the distributor.

39. That the defendants represent that any seasonal, soiled or damaged merchandise, or merchandise that isn't selling, can be shipped back to National Marketing Services, Inc., for full credit at no cost to the distributor.

40. That the defendants represent that they are promoting the toy distributships for a 3 percent profit margin, 3 percent being the amount defendants figure it cost them to keep salesmen on the road and still realize a profit for themselves, and that with this small margin it takes alot of volume and repeat business in order for them to be successful, as they have been.

41. That the defendants have represented that the wife of a representative of the defendants made $20,000 last year on her 22 accounts in Las Vegas, and that that was about average.

42. That the defendants have represented that the same wife of the same representative of the defendants made $18,000 on her [illegible] accounts in the Omaha area last year.

43. That the defendants represent that a lady in New Mexico made $162,000 last year with her 172 racks, and had four men working part-time for her.

44. That the defendants represent that a man in Tahlequah, Oklahoma had started out with 12 racks and had expanded to some 50 racks and they were keeping his wife busy full-time trying to keep up with them, (when in reality the man in Oklahoma is very dissatisfied with his distributorship which consists of 12 racks, which he has had only since February or March, and which he has written off in his mind as a loss.)

45. That the defendants have represented that the toys would be delivered to the home of the distributor and that they would be pre-priced, (when in fact, the toys are delivered to the freight company office, not the home of the distributor, and none of the toys have been pre-priced when they arrived.)

46. That in at least one instance, the distributor was advised that his locations would be obtained and the racks set up within two weeks of receiving his toys, when in fact, this did not occur until two months and two days after he had received his toys, and after he had made repeated phone calls to the company.

47. That in several instances, the distributors were told that the racks would be set up and they would be in business within four weeks of receiving their toys, which representations have proved to be false.

48. That the defendants have represented that potential references, which defendants would check out before approving the potential distributor as a distributor.

49. That defendants represent [illegible] they had actually checked the business and personal references and that they had checked out and therefore they would be approved as a distributor, when in fact, the time sequence was such that there would not have allowed enough time for the references to have been checked out

50. That when a potential distributor brought to the attention of the representative of defendants that there hadn't been time to check his references, the representative of the defendants stated that the defendants had a Wats line, and could check credit card references anytime of the day or night, which had been done.

51. That the defendants have represented that the Toy World concept was set up to cater to the demands of the impulse buyer, and that becasue they were set up in professionally located area, each rack should begin to sell toys immediately at the minimum projected sales figure of two toys per rack per day.

52. That distributors are not told what markup they are to put on the toys, initially and when they request this information at the time they are solicited, they are put off.

53. That when distributors receive their toys, and find that they have not been pre-priced, they do not know what to charge for the toys, and when they call defendant Fred Meyers in Las Vegas, Mr. Meyers tells the distributors to double the price they have paid for the toys.

54. That most of the purchasers of Toy World distributorships are unfamiliar with the retail sales market, as they have never been in this type of business before, or any other business for that matter.

55. That the prices of Toy World toys are not competitive with K-Mart and Target prices as evidenced by Exhibit B, a list showing prices charged by National Marketing Services, Inc., to the distributors, the retail price charged by K-Mart and the retail price charged by Target, and Exhibit B is [illegible] herein by reference as [illegible] Toy World [illegible] set forth.

56. That prices charged by Toy World are [illegible] of those charged by K-Mart and Target, as evidenced by Exhibit B, and

are also in excess of prices charged by department stores, drug stores, and other retail outlets, not including the large chain stores.

57. That two distributorships were sold to persons living within a few miles of one another, and that one of these distributors had been told that defendants never set up distributorships within a 50 mile radius of one another.

58. That the last person who purchased a distributorship in the Des Moines area was told by a representative of defendants that he was the only distributor in the Des Moines area, when in fact there were already three other distributors in the Des Moines area.

59. That there are now four known distributors in the Cedar Rapids area, and that each one of these was told that there were no other distributors in the area.

60. That one of the distributors in the Cedar Rapids area was told when he purchased his distributorship that the nearest distributorship to him would be one set up in Davenport.

61. That the false pretenses, deceptions, misrepresentations, and omissions of material facts as set out in paragrphaphs 19 through 60 above, were material and were made by defendants and representatives of defendants with intent that potential distributors rely upon these deceptions, frauds, misrepresentations, and omissions of material facts inthe sale of the defendants distributorships in violation of §713.24 (2)(a), 1977 Code of Iowa, and in fact, these deceptions, frauds, misrepresentations, and omissions of material facts were relied upon by at least twelve (12) Iowa residents who were damaged by these illegal acts of defendants, contrary to the Iowa Consumer Fraud Act.

62. The defendants have obtained money through the false pretenses, deceptions, misrepresentations and omissions of material

facts from the following Iowans in the amounts indicated:

(1) Vila Heins, Route #2, Stuart, Iowa
$4,980.

(2) Thomas R. Noon, 1621 19th Street Place, West Des Moines,
$4,980.

(3) Terry Christenson, 521 Preston, Huxley, Iowa
$9,960.

(4) Larry Burrier, Royal Acres #85, Huxley, Iowa
$9,960.

(5) Prentiss Payton, 103 Jeff, Barwick, Iowa
$7,470.

(6) Ronald Dietzman, 441 Owen Street NW, Cedar Rapids, Iowa
$4,980.

(7) Mr. Randolph Loan, 2235 "C" Street SW #5, Cedar Rapids, IA
$4,980.

(8) Ronald R. LeFevre, 3728 Wenig Road NE, Cedar Rapids, IA
$4,980.

(9) Harold Barber, 2690 10th Avenue, Marion, Iowa
$4,980.

(10) Sharon James, Route #6, Ottumwa, Iowa
$4,980.

(11) William D. Taylor, 106 S. 6th Street, Clinton, Iowa
$4,980.

(12) Charles Nortman, 801 Calhoun Street, West Liberty, Iowa

64. That to the knowledge of plaintiff herein, the defendants are currently actively advertising and promoting their distributorships for sale based upon the exagerated and deceptive claims set forth herein and the defendants will continue to utilize such fraudulent practices and the public will suffer thereby.

65. The money obtained from Iowa distributors was obtained by fraud and false pretenses and the plaintiff believes that if the attachment and order herein requested are not granted the defendants may close their accounts in the Nevada State Bank and dispose of the money there.

66. That this petition has not been presented to, nor refused, in whole or in part, by any magistrate or judge in the State of Iowa.

67. That the State of Iowa is exempt from furnishing bond by virtue of Iowa Rule of Civil Procedure #9.

68. That the Iowa Consumer Fraud Act, §713.24, 1977 Code of Iowa authorizes this action and the relief as requested herein.

WHEREFORE, it is respectfully requested that the court order the issuance of a temporary and permanent injunction prohibiting the defendants and all their agents or employees however designated from:

1. The act, use, or employment of any deceptive, fraud, false pretense, false promise, misrepresentation, or omission of any material fact with respect to the sales of their distributorships in the State of Iowa.

2. Falsely advertising, by means of any method, that a person can make any certain amount of money [illegible] time from a toy [illegible] established accounts will be turned over to the distributor.

3. Representing to Iowa purchasers that there is a proba-

bility of selling the number of toys set out as the minimum on the gold fact sheet.

4. Falsely representing there is a 100 percent buy back of the distributorship.

5. Falsely representing to Iowa purchasers that prices charged for Toy World toys will be within a few cents of prices charged by K-Mart, Target and other nationwide chain stores.

6. Falsely representing to Iowa purchasers that prices charged for Toy World toys will be in line with prices charged by other local department stores and stores other than nationwide chain stores.

7. Falsely representing to Iowa purchasers that they are the only distributor in their area and that no other distributors will be allowed in their area.

8. Falsely representing to Iowa purchasers any figure as the national average of sales for Toy World toys.

9. Falsey representing to Iowa purchasers that locations for racks will be obtained by professional locaters utilizing scientific demographics, minimal traffic flow standards, and other scientific standards, and Dunn And Bradstreet information.

THE PLAINTIFF FURTHER ASKS THAT:

10. The defendants be ordered to keep at least $67,230 in their accounts at the Nevada State Bank until further order of this court.

[redacted]

State of Iowa who are not already listed herein.

12. That the Nevada State Bank be enjoined from allowing the Defendants to withdraw money from their account or accounts to the extent that the total amount in the Defendants' accounts falls below $67,230.

13. That a Writ of Attachment be issued by the Court attaching the funds of Iowa purchasers in the amount of $67,230 which are being held in constructive trust by the Defendant Nevada State Bank.

14. That the Court set forth the service to be made on the Nevada State Bank of the injunction and Writ of Attachment requested herein pursuant to Iowa Rule of Civil Procedure #56.2.

15. That the Defendants be ordered to return all monies fraudulently obtained from Iowa purchasers, which amount now known total $67,230, but which amount may increase if there are other distributors presently unknown to Plaintiff, and that judgment be entered against the defendants in the amount the Court finds to be proper.

Respectfully submitted,

RICHARD C. TURNER
Attorney General of Iowa

By: Julian B. Garrett
JULIAN B. GARRETT
Assistant Attorney General

DOUGLAS P. GARLSON
Assistant Attorney General

CAROL C. [illegible]
Assistant Attorney General

HUGH J. [illegible]
Assistant Attorney General

ATTORNEYS FOR THE PLAINTIFF
Consumer Protection Division
1209 East Court, Exec Hills W
Des Moines, IA 50319
Phone: (515) 281-5926

NMS National Marketing Services

Marketing and Distribution Specialists

1800 EAST SAHARA AVENUE • LAS VEGAS, NEVADA 89104 • TELEPHONE (702) 733-0200

The following profit profile is based on the following breakdown:

Average retail sales price		$4.49
Less 30% commission to retail store	$1.35	
Less cost of goods	2.26	3.61
Distributor profit		.88

To start a Toy World distributorship with 12 retail accounts, it requires an equity capital investment of $4,980.00

Average Daily Sales	Weekly Profit	Monthly Profit
2	147.84	635.71
3	221.76	953.57
4	295.68	1,271.42

To start a Toy World distributorship with 18 retail accounts, it requires an equity capital investment of $7,470.00 (+ 1 bonus account).

2	234.08	1,006.54
3	351.12	1,509.82
4	468.16	2,013.09

To start a Toy World distributorship with 24 retail accounts, it requires an equity capital investment of $9,960.00 (+ 2 bonus accounts).

2	320.32	1,377.38
3	480.45	2,066.06
4	640.64	2,754.75

To start a Toy World distributorship with 30 retail accounts, it requires an equity capital investment of $12,450.00 (+ 3 bonus accounts)

2	406.56	1,748.21
3	609.84	2,622.31
4	813.12	3,496.42

To start a Toy World distributorship with 38 retail accounts, it requires an equity capital investment of $14,940.00 (+ 4 bonus accounts).

2	492.80	2,119.04
3	739.20	3,178.56
4	985.60	4,238.08

To start a Toy World distributorship with 72 retail accounts, it requires an equity capital investment of $29,880.00 (+ 10 bonus accounts).

2	1,010.24	4,344.03

[redacted]

As an added incentive to [redacted] additional six (6) accounts purchased over and above the minimum [redacted] retail accounts. The bonus account shall include a display fixture and a professionally selected retail account

E4 A

TOY PRICES

Company	Mfg. I.D.	Toy	N.M.S. Price	Distr. Retail Price	Target Retail Price	K-Mart Retail Price
Fisher Price	633	Creative Blocks	$1.80	$ 3.60	$2.29	$2.37
Parker	95	Nerf Ball	1.08	2.16	1.37	1.27
Mattel	9213	Ma & Baby Beans	5.40	10.80	6.99	
Questor	116	Starter Tinker Toy	2.10	4.20	1.49	
Parker	37	Blockhead	2.50	5.00	2.99	
Fisher Price	667	Snap Beads	1.50	3.00	1.88	
Quesesame	3152	Ernie Muppet	5.24	10.48	6.99	
Tonka	999	Rescue Van	1.60	3.20		
Hasbro	5190	Mickey Mouse Gumball Bank	2.70	5.40	3.39	3.66
Fisher Price	628	Tug w/ Bug	2.52	5.04	3.33	3.27
Fisher Price	747	Chatter Telephone	3.32	6.64	3.97	3.97
Invicta	3016	Master Mind Game	2.40	4.80	2.99	3.46
Tonka	2300	Bulldozer	4.00	8.00		4.97
James Indus.	490	Slinky Pull Toys	.90	1.80	.98	.97
Craftmaster	11090	Sweathogs By No	1.20	2.40		1.58

Exhibit B

IN THE DISTRICT COURT OF THE STATE OF IOWA

IN AND FOR STORY COUNTY

FILED
DIST. COURT
STORY CO., IOWA
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CLERK

STATE OF IOWA ex rel RICHARD C. TURNER, ATTORNEY GENERAL, Plaintiff, vs. NATIONAL MARKETING SERVICES, INC. 1800 East Sahara Ave., Suite 105, Las Vegas, Nevada 89104, et al, Defendants.	EQUITY NO. 28504 ORDER FOR TEMPORARY INJUNCTION & WRIT OF ATTACHMENT

The Court having examined Plaintiff's Petition herein and the Affidavits attached thereto, finds that a Temporary Injunction should issue against the Defendants except the Nevada State Bank, restraining them from:

1. The act, use or employment of any deceptive, fraud, false pretense, false promise, misrepresentation, or omission of any material fact with respect to the sales of their distributorships in the State of Iowa.

2. Falsely advertising, by means of any method, that a person can make any certain amount of money per year either part-time or fulltime from a Toy World distributorship or that high traffic, company established accounts, will be turned over to the distributor.

3. Representing to Iowa purchasers that there is a probability of selling the number of toys set out as the minimum on the gold fact sheet.

[redacted]

the distributorships.

5. Falsely representing to Iowa purchasers that prices charged for Toy World toys will be within a few cents of prices charged by K-Mart, Target and other nationwide chain stores.

6. Falsely representing to Iowa purchasers that prices charged for Toy World toys will be in line with prices charged by other local department stores and stores other than nationwide chain stores.

7. Falsely representing to Iowa purchasers that they are the only distributor in their area and that no other distributors will be allowed in their area.

8. Falsely representing to Iowa purchasers any figure as the national average of sales for Toy World toys.

9. Falsely representing to Iowa purchasers that locations for racks will be obtained by professional locaters utilizing scientific demographics, minimal traffic flow standards, and other scientific standards, and Dun & Bradstreet information.

10. It is also ordered that the defendant, Nevada State Bank shall be enjoined from allowing the defendants to withdraw money from any account or accounts that they may have to the extent that the total amount in the defendants' accounts falls below $67,230.

11. It is further ordered that the defendants shall keep at least $67,230 in their account or accounts at the Nevada State Bank until further order of this Court.

The Court further finds that Plaintiff's request for a Writ of Attachment attaching the funds of Iowa purchasers in the amount of $67,230, which funds are being held in one or more bank accounts of the defendants at the Nevada State Bank, should be granted.

WHEREFORE, IT IS ORDERED that Writ of Attachment be issue herein without bond, directing levy on the bank accounts of National Marketing Services, Inc. and any of the other defendants herein, whether held jointly or individually, up to the amount of $67,230 until further Order of this Court.

Pursuant to the provisions of Rule of Civil Procedure #56.2, it is the Order of this Court that a copy of this Order and a copy of Plaintiff's Petition, shall be served on the Nevada State Bank, both by personal service in the State of Nevada and by sending copies of the Petition and Order by certified mail to the Nevada State Bank.

Should any defendant feel that there are grounds for modifying or lifting any of the provisions of this Order that defendant may apply to the Court for a hearing on the grounds that the defendant may believe exist for lifting or modifying any of the provisions of this Order.

Dated this 9th day of May, 1977.

JUDGE, SECOND JUDICIAL DISTRICT OF IOWA

Copy Filed For:

Julian B. Garrett
Douglas R. Carlson
Assistant Attorneys General
Consumer Protection Division
1209 East Court, Exec Hills W
Des Moines, IA 50319
Phone: (515) 281-5926

ATTORNEYS FOR THE PLAINTIFF

STATE OF IOWA } May 9, 1977
STORY COUNTY }
I, Millicent Feggestad, Clerk of the Iowa District Court in and for Story County, hereby certify that the foregoing is a true and correct copy of Petition and Order for Temporary Injunction & Attachment all of which appears of record in my office.
Clerk of District Court in and for Story County, Iowa
By Deputy

CERTIFIED COPY
APR 14 1981

FILED
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SUPERIOR COURT CLERK
SEATTLE, WASHINGTON

0053

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,

Plaintiff,

v.

COMMERCIAL RESOURCES, INC., et al.,

Defendants.

NO. 79-2-03986-1

DEFAULT JUDGMENT

81-9-05713-7

THIS MATTER having come on regularly for hearing this day before the undersigned judge of the above-entitled court on plaintiff's motion for entry of a default judgment, plaintiff appearing by and through its attorneys, Kenneth O. Eikenberry, Attorney General, and Jon P. Ferguson, Assistant Attorney General, and defendants Michael Kaplan, National Marketing Services, Inc., and Commercial Resources, Inc. not appearing, their default having previously been entered on ~~December~~ November 19, 1980; and

The court having considered the argument of counsel, the Affidavit of Jon P. Ferguson and the other files and records herein, and being otherwise fully advised, the court hereby makes and enters the following:

FINDINGS OF FACT

1. Defendants National Marketing Services, Inc. and Commercial Resources, Inc. have their principal place of business at 1800 East Sahara Avenue, Las Vegas, Nevada, and

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(206) 464-7744

defendant Michael Kaplan is president of both corporations. Each corporation during the relevant period of time herein has done business in the State of Washington.

2. Said defendants have offered and sold distributorships in the State of Washington for the sale of a variety of products, including toys, and General Electric, Faberge' and Bic products. Said distributorships consisted of a combination of vending display racks, product inventory, selected retail locations, and various material and services to be provided by defendants.

3. In the course of offering such distributorships to consumers in the State of Washington, defendants grant the express or implied right, privilege or license to use registered trademarks and common symbols and logo types associated with those trademarks, cause the creation of a continuing financial relationship between themselves and purchasers, and charge an amount in excess of the fair market value for equipment and materials.

4. The conduct described above constitutes the offering and sale of franchises.

5. In the course of sales described above, defendants have sold franchises by means of communications which include untrue statements of material facts, have employed devices to defraud, and have committed other actions as prohibited by the terms of the Franchise Investment Protection Act, RCW 19.100.

6. During the course of selling the above-described

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distributorships, the defendants have made a number of misrepresentations to potential customers, as alleged in plaintiff's complaint herein.

ON THE BASIS of the Foregoing Findings of Fact, the Court hereby makes and enters the following:

CONCLUSIONS OF LAW

1. This court has jurisdiction of the subject matter and of the parties hereto, and the plaintiff's complaint herein states claims upon which relief may be granted. The Attorney General has jurisdiction to bring this action under RCW 19.86.080 and RCW 19.100.210.

2. Defendants conduct as described in the Findings of Fact herein is in violation of RCW 19.100.020, RCW 19.100.030, RCW 19.100.170, RCW 19.100.180, and RCW 19.86.020.

JUDGMENT AND DECREE

NOW, THEREFORE, in accordance with the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUGED and DECREED as follows:

1. The Injunctive provisions of this judgment and decree which are applicable to defendants shall also apply to their agents, servants, employees and to those persons in active concert or participation therewith who receive actual notice of said injunctive provisions by personal service or otherwise.

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2. Defendants are hereby permanently enjoined in the State of Washington from offering or selling any franchise subject to the registration requirements of RCW 19.100 without first registering such offer with the Director of Securities, Department of Licensing, State of Washington.

3. Defendants are hereby permanently enjoined in the State of Washington from making any representations in course of selling or offering for sale any distributorship, including the representations alleged in plaintiff's complaint herein, but not limited thereto, unless the same are in fact true and supported by actual experience in other states.

4. Nothing in this Judgment and Decree shall be construed to be a limit or bar to any consumer in the pursuit of any other available remedies. In the event plaintiff discovers additional consumers who are entitled to restitution from defendants herein, plaintiff shall be entitled to reopen this matter for an appropriate Order of Restitution.

5. Pursuant to RCW 19.86.080, defendant shall pay to plaintiff, as and for restitution to consumers as shown in plaintiff's affidavit herein, the amount of $24,520.

6. Pursuant to RCW 19.86.140, defendant Michael Kaplan shall forfeit and pay to the State of Washington a civil penalty in the amount of $24,000, defendant National Marketing Services, Inc. shall forfeit and pay to the State of Washington a civil penalty in the amount of $24,000, and defendant Commercial Resources, Inc. shall forfeit and pay to the State of Washington

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a civil penalty in the amount of $24,000.

7. Pursuant to RCW 19.86.080, plaintiff shall have and recover and defendants shall pay the costs, including a reasonable attorneys' fee, incurred by plaintiff in bringing this action in the amount of $3,000.

8. Jurisdiction is retained for the purpose of enabling any party to this judgment and decree to apply to the court at any time for the enforcement of compliance therewith or the punishment of violations thereof.

9. This proceeding in all other respects is hereby dismissed and this Default Judgment is entered pursuant to RCW 19.86.080.

DATED this 14th day of April, 1981.

Stanley E. Howe
JUDGE Court Commissioner

Presented by:

KENNETH O. EIKENBERRY
Attorney General

JON P. FERGUSON
Assistant Attorney General
Attorneys for Plaintiff
State of Washington

OFFICE OF THE ATTORNEY GENERAL
13th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

STATE OF WASHINGTON)
County of King) ss.

I, M. JANICE MICHELS, Acting Clerk of the Superior Court of the State of Washington, for the County of King, do hereby certify that I have compared the foregoing copy with the original Instrument as the same appears on file and of record in my office, and that the same is a true and perfect transcript of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court at my office at Seattle this _____ day of _____ 19 MAR 23 1984

M. JANICE MICHELS, Acting Superior Court Clerk

By Mary F. Fischer
Deputy Clerk

THE FOLLOWING PAGE(S) ARE ILLEGIBLE/POOR QUALITY

 To: Las Vegas

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SEP 19 1979

KING COUNTY SUPERIOR COURT CLERK'S OFFICE

RECEIVED 10/22/79

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,

Plaintiff,

v.

COMMERCIAL RESOURCES, INC. [illegible] foreign corporations, MICHAEL KAPLAN, JEROME KAPLAN, AND BOB DAVIS, individually, and as officers, principals and/or agents of COMMERCIAL RESOURCES, INC., and NATIONAL MARKETING SERVICES, INC

Defendants.

NO. 79-2-03986-1

COMPLAINT FOR INJUNCTION AND ADDITIONAL RELIEF UNDER THE CONSUMER PROTECTION ACT AND THE FRANCHISE INVESTMENT PROTECTION ACT

The State of Washington, plaintiff, by and through its attorneys Slade Gorton, Attorney General, The [illegible] Assistant Attorney General, and Jo [illegible] Assistant Attorney General, and brings this [illegible] named herein, alleging as follows:

I.

JURISDICTION AND VENUE

1. This Complaint is filed and these proceedings are instituted under the provisions of Chapter 19.86, Revised Code of Washington, the Consumer Protection Act, and Chapter [illegible], Revised Code of Washington, the Franchise Investment Protection Act.

2. The violations hereinafter alleged have been and are being committed in whole or in part within Grant Counties and elsewhere throughout the State of Washington by Defendants named herein.

COMPLAINT -1-

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16th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

464-6684 Noon - 5 P.M.

3. Jurisdiction of the Attorney General to commence this action is conferred by RCW 19.86.080, RCW 19.86.140, and RCW 19.100.210.

II.

DEFENDANTS

4. Defendant COMMERCIAL RESOURCES, INC. (hereinafter COMMERCIAL) is a foreign corporation doing business in the State of Washington, whose principal place of business is located at 1800 East Sahara Avenue, Las Vegas, Nevada.

5. Defendant NATIONAL MARKETING SERVICES, INC., (hereinafter NATIONAL) is a foreign corporation doing business in the State of Washington, whose principal place of business is located at 1800 East Sahara Avenue, Las Vegas, Nevada.

6. Defendant MICHAEL KAPLAN is a principal and officer of defendants Commercial and National and as such personally controls, directs and formulates the policies and activities of said corporate defendants. Defendant Michael Kaplan is believed to reside in Las Vegas, Nevada, and may be served at 1800 East Sahara Avenue, Las Vegas, Nevada.

7. Defendant Jerome Kaplan is a principal and officer of defendants Commercial and National and as such personally controls, directs and formulates the policies and activities of said corporate defendants. Defendant Jerome Kaplan is believed to reside in Las Vegas, Nevada, and may be served at 1800 East Sahara Avenue, Las Vegas, Nevada.

8. Defendant Bob Davis is a principal and officer of defendants Commercial and National, and as such personally controls, directs and formulates the policies and activities of said corporate defendants. Defendant Bob Davis is believed to reside in Las Vegas, Nevada, and may be served at 1800 East Sahara Avenue, Las Vegas, Nevada.

///

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[illegible] Floor Dexter Horton Building
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III.

NATURE OF TRADE OR COMMERCE

9. Defendants are now and were at all times relevant to this action engaged in the distribution and marketing of display racks and associated products and inventory. In combination with others not named herein, defendants participate in a common plan or scheme whereby display racks, inventory and vending locations are sold to members of the public as a package. Under the corporate names Commercial and National, defendants market vending distributorships designed for the retail sales of Mattel, Fisher Price Bradley, Parker, General Electric, Faberge, Bic, and other products.

10. In ordinary course of business, defendants seek customers through oral and written advertisements and solicitations placed in newspapers and elsewhere in the State of Washington. Examples of such advertisements are attached hereto as Exhibit A. Defendants are now and were at all times relevant in this action in competition with others engaged in similar business in the State of Wash. ton.

11. Under the corporate names of defendants Commercial and National, defendants jointly cooperate to prepare and market "Toy World distributorships" (a generic name used hereinafter to encompass all toy product distributorships), and General Electric, Faberge and Bic distributorships. Said distributorships are a combination of vending display racks, products inventory, selected retail locations, and various materials and services to be provided by defendants. Said distributorships are offered and sold to consumers in the State of Washington by defendants.

12. The registered tradenames Mattel, Fisher Price, Bradley, Parker, General Electric, Faberge, Bic and others used by defendants are owned by parties not named herein.

OFFICE OF THE ATTORNEY GENERAL
13th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

During the regular course of business, defendants offer and grant to purchasers of Toy World, General Electric, Faberge, and Bic distributorships, orally or in writing, the express or implied right, privilege or license to use the above-mentioned tradenames and to use common symbols and logotypes associated with these names.

11. During the course of conduct described above, defendants require purchasers of Toy World, General Electric, Faberge and Bic distributorships to pay an amount for equipment and materials in excess of the fair market value thereof, and defendants cause the creation of a continuing financial relationship between themselves and said purchasers.

12. The conduct described in paragraphs 11-13 constitutes an offering and sale of franchises, as defined by RCW 19.100.010, the Franchise Investment Protection Act.

13. Defendants, through defendant National, did apply for [illegible] registration under RCW 19.100 with the Department to apparently exempt [illegible] by letter dated April 1, 1977 and [illegible] conduct [illegible] registered under RCW 19.100 and [illegible] not exempt thereunder, pursuant to the [illegible] Investment Protection Act.

16. The conduct described above is in violation of RCW 19.100.020 and RCW 19.100.030 and is unfair and deceptive and constitutes an unfair method of competition in violation of RCW 19.86.020.

///

OFFICE OF THE ATTORNEY GENERAL
[illegible] Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

V.

SECOND CAUSE OF ACTION

17. During the course of conduct described above, defendants have, directly or indirectly, committed a series of acts in violation of specific provisions of the Franchise Investment Protection Act. By way of example, but not limitation, such acts include:

a. The sale or offer for sale of franchises by means of written or oral communications which include untrue statements of material fact, or which omit to state a material fact necessary in order to make the statement made in light of the circumstances under which they were made not misleading;

b. The employment of a device, scheme or artifice to defraud.

c. Engaging in acts, practices or courses of business which operate as a fraud;

d. Unreasonably discriminating in prices and charges between franchisees;

e. Failing [illegible] fair and reasonable [illegible]

f. Obtaining goods and other benefits from another on account of a franchisee's business relationships with the other without revealing the same to the franchisees;

g. Granting competitive franchises in an exclusive territory previously granted to a franchisee; and

h. Imposing unreasonable and unnecessary standards of conduct on franchisees.

18. The conduct described above is in violation of RCW 19.100.170 and RCW 19.100.180 and is unfair and deceptive and constitutes an unfair method of competition in violation of RCW 19.86.020.

///

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13th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

VI.

THIRD CAUSE OF ACTION

19. During the course of conduct described above, the defendants make numerous representations to potential purchasers of Toy World, General Electric, Faberge and Bic distributorships, including, but not limited to the following:

a. That a distributor can expect to earn a large profit based on defendants' profit projections;

b. That distributors are receiving the best wholesale prices available;

c. That all freight costs are prepaid by the defendants;

d. That back-up stock of inventory will be available in an assortment of colors;

e. That defendants will pay freight on reorders;

f. That a distributor will receive "established" and high caliber retail accounts;

g. That a distributor will receive expert marketing assistance;

h. That the defendants are obligated to [illegible] support and assist [illegible]

i. That a distributor's vending racks and inventory will be delivered and located within a stated period of time;

j. That a distributor will receive an exclusive territory;

k. That defendants will introduce a distributor to each of the distributor's retail location owners;

l. That defendants will replace unprofitable accounts within a specified period of time;

m. That defendants will replace at no charge to the distributor any faulty, defective or damaged goods;

n. That defendants will repurchase distributors' inventory at distributors' costs.

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11th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

20. In truth and in fact, the representations described in paragraph 19 are false, misleading and deceptive.

21. The conduct described above is unfair and deceptive and constitutes an unfair method of competition in violation of RCW 19.86.020.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff, State of Washington, prays for relief as follows:

A. That the Court adjudge and decree that defendants have engaged in the conduct complained of herein.

B. That the Court adjudge and decree that the conduct complained of by plaintiff's First Cause of Action herein is unlawful and in violation of RCW 19.100.020 and RCW 19.100.180 and constitutes a violation of RCW 19.86.020.

C. That the Court adjudge and decree that the conduct complained of by plaintiff's Second Cause of Action herein is unlawful and in violation of RCW 19.110.170 and RCW 19.100.180 and constitutes a violation of RCW 19.86.020.

D. That the Court adjudge and decree that the conduct complained of by plaintiff's Third Cause of Action herein is unlawful and in violation of RCW 19.86.020.

E. That the Court adjudge and decree that the defendants have engaged in violations of RCW 19.100.180.

F. For a permanent injuction enjoining and restraining defendants, and each of them, their agents, employees, representatives and all persons acting or claiming to act on their behalf from continuing or engaging in the conduct complained of herein.

///

///

//

OFFICE OF THE ATTORNEY GENERAL
5th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744

G. That the Court assess a civil penalty, pursuant to RCW 19.86.140, against defendants, and each of them, for each violation of RCW 19.86.020 caused by the conduct complained of herein, and/or a civil penalty pursuant to RCW 19.100.210, against defendants, and each of them, for each violation of RCW 19.100.020 and for each violation of RCW 19.100.170 caused by the conduct complained of herein.

H. That the Court make such orders pursuant to RCW 19.86.080 as it deems appropriate to provide for restoration to consumer of monies or property acquired by defendants as result of the conduct complained of herein.

I. That plaintiff, State of Washington, have and recover from defendants the costs of this action, including a reasonable attorneys' fee, pursuant to RCW 19.86.080 and/or RCW 19.100.210.

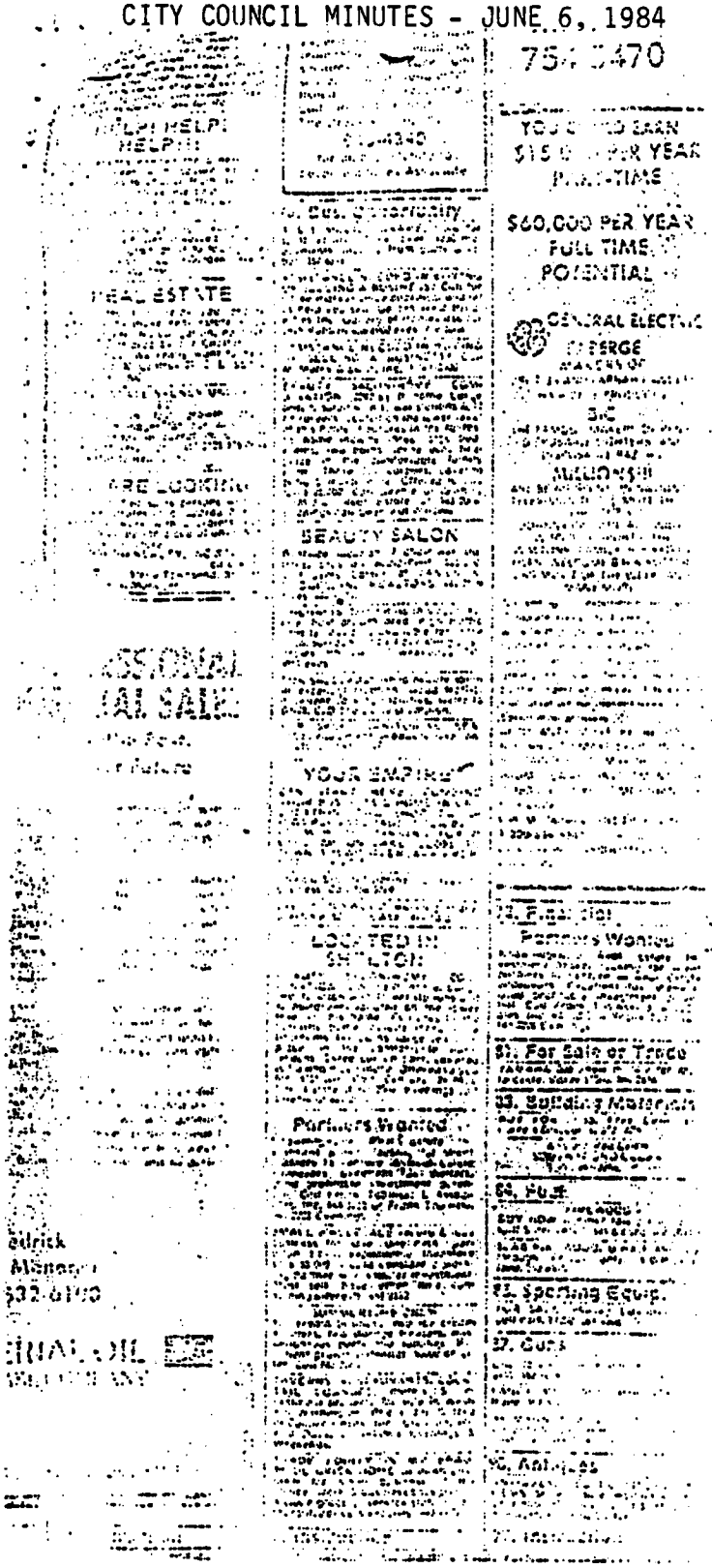
J. For such other relief as the Court may deem proper to fully and effectively dissipate the effect of the conduct complained of herein, or which may otherwise seem proper to the Court.

DATED this 6th day of September, 1983.

SLADE GORTON
Attorney General
THOMAS L. BODDER
Senior Assistant Attorney General

JON P. FERGUSON
Assistant Attorney General
Attorneys for Plaintiff

OFFICE OF THE ATTORNEY GENERAL
13th Floor Dexter Horton Building
Seattle, Washington 98104
(206) 464-7744



April 1, 1977

Mr. Roland S. Boleslaw
Attorney at Law
1700 East Desert Inn Road
Manchester Plaza, Suite 315
Las Vegas, Nevada 89109

Re: National Marketing Services

Dear Mr. Boleslaw:

Thank you for your letter of March 25, 1977, in regard to the proposed business activities of National Marketing Services in the state of Washington.

The additional information furnished in your letter leads us to the opinion, based on the facts contained therein and your letter and enclosures of February 22, 1977, that National Marketing Services is not offering franchises as the term is defined in the Washington Franchise Investment Protection Act.

This opinion is based upon the facts and materials furnished us. Any relevant set of facts or method of doing business may lead to a different conclusion.

Thank you for your cooperation in this matter.

Very truly yours,

EUGENE L. OLSON
Securities Administrator

By Lawrence D. Kuhn
LAWRENCE D. KUHN
Registrations Attorney

LDK:me

Exhibit B

COMMONWEALTH OF PENNSYLVANIA ACTING BY ATTORNEY GENERAL, GERALD GORNISH,	:	IN THE COURT OF COMMON PLEAS
	:	OF ERIE COUNTY, PENNSYLVANIA
PLAINTIFF	:	NO. 105 EQUITY TERM, 1978
VS.	:	
NATIONAL MARKETING SERVICES, INC. 1800 EAST SAHARA AVENUE SUITE 105 LAS VEGAS, NEVADA 89104	:	CIVIL DIVISION
	:	IN EQUITY
AND	:	
MICHAEL KAPLAN, PRESIDENT NATIONAL MARKETING SERVICES, INC. 1800 EAST SAHARA AVENUE SUITE 105 LAS VEGAS, NEVADA 89104	:	
DEFENDANT	:	

ORDER

AND NOW, TO WIT, this 8 day of November, 1978, it is hereby ORDERED, ADJUDGED AND DECREED, after hearing that National Marketing Services, Inc., and Michael Kaplan, President of National Marketing Services, Inc., and all of their representatives, agents and employees, acting through this or any other corporate device, shall forthwith cease and desist from the following:

1. Misrepresenting the number of existing distributors established in any given trade area.

2. Misrepresenting the number of distributors being recruited in any given trade area.

3. Misrepresenting the number or location of established rack display outlets or the exclusive nature of any rack sale outlet to any merchant.

4. Misrepresenting the income potential of distributorships.

5. Using income projection figures which are not based on the actual performance of existing distributors of Defendant's products.

6. Misrepresenting the competitive nature of Defendant's prices in comparison with other well-known competing firms.

7. Misrepresenting the nature and extent of price discounts ailable to existing distributors.

And it is further ORDERED, ADJUDGED AND DECREED, that the fendant shall cancel the distributorship agreements and make a full fund of the full amount of the original investment to the following ndividuals in the following amounts:

1. Mr. and Mrs. Paul Ashworth
1020 Chestnut Hill Drive
Erie, PA 16509

$7,875.00

2. Edward L. Brink
1408 Nicholson Street
Erie, PA 16509

$5,494.44

3. Wavil and Julie Woodworth
5340 Frederick Drive
Erie, PA 16510

$5,483.64

The Defendant shall have the right to the return of all remainin erchandise received pursuant to the distributorship agreements.

This permanent injunction is applicable to the said National arketing Services, Inc., and Michael Kaplan, President, and all agents ervants, and employees of the said National Marketing Services, Inc., an ny and all corporations, partnerships, entities and business organizatic ontrolled by them, now or in the future.

This Court hereby retains jurisdiction for the purpose of nforcing this Order, including but without limitation to the authority nd power of this Court, to exact civil penalties up to $5,000 for each iolation of this Order as provided in Section 8 of the Pennsylvania Unf rade Practices and Consumer Protection Law.

J Fred P. Anthony

11-7-84

A TRUE COPY AS FILED:

ATTEST: L. Guerin
CLERK OF ALCOVES

COMMONWEALTH OF PENNSYLVANIA ACTING BY ATTORNEY GENERAL, GERALD GORNISH,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF ERIE COUNTY, PENNSYLVANIA
VS.	:	NO. 105 EQUITY TERM, 1978
NATIONAL MARKETING SERVICES, INC. 1800 EAST SAHARA AVENUE SUITE 105 LAS VEGAS, NEVADA 89104 and MICHAEL KAPLAN, PRESIDENT NATIONAL MARKETING SERVICES, INC. 1800 EAST SAHARA AVENUE SUITE 105 LAS VEGAS, NEVADA 89104	:	CIVIL DIVISION
	:	IN EQUITY
DEFENDANT	:	

0071

COMPLAINT IN EQUITY

AND NOW, this 23rd day of August, 1978, comes the Commonwealth of Pennsylvania by its Attorney General, Gerald Gornish; Deputy Attorney General, Joel Weisberg; and Assistant Attorney General, Gary H. Nash, and brings this action pursuant to Section 4 of the Act of December 17, 1968, P.L. 1224, 73 P.S. 201-1 et seq., as amended and reenacted November 24, 1976, P.L. 1166 No. 260, entitled the Unfair Trade Practices and Consumer Protection Law, which authorizes the Attorne General to bring an action in the name of the Commonwealth of Pennsylvani to restrain by temporary or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 3 of said Act and represents the following:

1. The Plaintiff is the Commonwealth of Pennsylvania, ac by Attorney General, Gerald Gornish.

2. The Attorney General of the Commonwealth of Pennsylva has reason to believe that the Defendant is using, or about to use, practices declared illegal by Section 3 of said Act No. 387.

3. The Attorney General believes that the public interes served by its seeking before this Honorable Court a temporary and permanent injunction to restrain the methods, acts and practices he after set forth.

4. The Defendant, National Marketing Services, Inc., Mic Kaplan, President, is a Corporation, registered to do business in th State of Nevada, with appropriate offices located at 1800 East Sahar Avenue, Suite 105, Las Vegas, Nevada, 89104, and said Corporation conducts business in the Commonwealth of Pennsylvania, through the advertisement, promotion and sale of rack sale distributorships for toy products.

5. Upon information and belief, the Defendant, National M Services, Inc., placed advertisements in the Erie Morning News and E Daily Times, advertising the availability of a distributorship in toy merchandising.

6. Upon information and belief, three or more individual consumers in the Erie area responded to this advertisement, and met with a Mr. Brady, the Representative of National Marketing Services, Inc., in various motels in the Erie area. Each of the three consumer purchasing this distributorship marketing program, invested between $5,000 to $8,000. For the payment of this amount, the individual consumer received company established locations for the placement of between 10 to 15 racks for the sale of toy products and an initial product inventory of approximately $1500.

Upon information and belief, the representative of National Marketing Services, Inc., specifically represented to indivic consumers, and created the impression in the minds of those consumers, that they were to be the only distributors for National Marketing Services, Inc., in the Erie trade area. The following individuals were recruited and either specifically advised or led to believe that they would be the only distributor in the Erie trade area:

(a) Edward L. Brink, 1408 Nicholson St. Erie, PA 16509

(b) Wavil Woodworth, 5340 Frederick Dr. Erie, PA 16510

(c) Carolyn W. Ashworth, 1020 Chestnut Hill Drive, Erie, PA 16509.

8. Upon information and belief, Defendant's sales representative misrepresented potential incomes to be derived from the purchase of the rack sale distributorship. These income projections were not ba on the actual performance of existing distributors of Defendant's products.

9. Upon information and belief, Defendant's sales representative and retail outlet locator, misrepresented the number of competing racks in a given trade area to local merchants whom they contacted for the purpose of establishing accounts for resale to local distributors. Defendant's locator established several accounts by advising merchants that they would only have to keep the rack for a period of two weeks to one month. Defendant's locator then contacted the local distributor, and represented to the local distributor that the account was established, and that the distributor would merely have to restock the racks with merchandise.

10. Upon information and belief, Defendant's locator misrepresented the nature of the established accounts to the local distributor. Several of the local distributors had the accounts cancelled within a short period of time after they were established by Defendant's locator on the basis of the earlier misrepresentations of Defendant's locator.

Marketing Service, Inc. Defendant sales representative, prior to the signing of the distributorshi agreement states that the price of individual toy units will be competitive with prices of such competitors as Sears, Penney's, World, Hill's and K-Mart, when in truth and, In fact, Defendant's prices are significantly higher than any competing prices in the Erie trade area.

12. Upon information and belief, Defendant's sales re resentatives misrepresent the nature and extent of price discoun to be obtained by the local distributor dealing with National Ma: Service, Inc. After notifying potential local distributors of a price discount on all future purchases if they would purchase a distributorship immediately, the local distributors were sent a r of a 10% price increase shortly after they had signed the distrit ship agreement.

13. The acts and practices of the Defendants set forth the above paragraphs are unfair and deceptive acts and practices defined in Section 2(4) of the Unfair Trade Practices and Consumer Protection Law; specifically, subsections:

(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities, that they do not have or that a person has a sponsorship, approval, status, affiliati or connection that he does not have;

(vii) Representing that goods or services are of particular standard, quality or grade, or that goods are of a particular style or mod if they are of another;

(ix) Advertising goods or services with intent r sell them as advertised;

(xi) Making false or misleading statements of fa concerning the reasons for, existence of, c amounts of price reductions;

(xvii) Engaging in any other fraudulent conduct wh creates a likelihood of confusion or of mis understanding.

14. Such conduct on the part of the Defendant is in violation of Section 3 of the Unfair Trade Practices and Consume Protection Law 73 P. S. Section 201-1 et seq.

WHEREFORE, Plaintiff prays this Honorable Court to:

1. Issue an injunction enjoining the Defendant, their employees representatives or agents from:

(a) Misrepresenting the number of existing distributors established in any given tra area.

(b) Misrepresenting the number of distributor being recruited in any given trade area.

(c) Misrepresenting the number or location of established rack display outlets or the exclusive nature of any rack sale outlet any merchant.

(d) Misrepresenting the length of time that a established rack sale outlet will be requ to participate in Defendant's marketing s

(e) Misrepresenting the income potential of distributorships.

(f) Using income projection figures which are based on the actual performance of existi distributors of Defendant's products.

(g) Misrepresenting the competitive nature of Defendant's prices in comparison with oth well-known competing firms.

(h) Misrepresenting the nature and extent of discounts available to existing distribut

2. Issue an injunction ordering the Defendant to canc distributorship agreements of:

814-864-1530 (a) Carolyn W. Ashworth
1020 Chestnut Hill Dr.
Erie, PA 16509 File No. D77-3059

814-868-1031 (b) Edward L. Brink
1408 Nicholson Street
Erie, PA 16509 File No. D77-2989

814- (c) Wavil & Julie Woodworth
5340 Frederick Dr.
Erie, PA 16510 File No. D77-2995

and to refund the full amount of their original investment upon return to the Defendant of all merchandise received pursuant to distributorship agreement.

3. Issue an injunction enjoining the Defendants from conduct g their business in violation of the Unfair Trade Practices and nsumer Protection Law; Specifically, Section 2 (4), subsections (v), ii), (ix), (xi) and (xvii).

4. Grant Plaintiff its costs in pursuing this matter.

5. Grant such other relief as the Court may deem appropriate.

/s/ Gerald Gornish
Gerald Gornish, Attorney General

/s/ Joel Weisberg
Joel Weisberg, Deputy Attorney General

/s/ Gary H. Nash
Gary H. Nash, Assistant Attorney General

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date 0077

March 9, 1984

TO:
MARJORIE HETHER, CHIEF
PRIVILEGE LICENSE DIVISION

FROM:
JD JIM DIFIORE
LICENSE INVESTIGATOR

SUBJECT:
SOUTHWESTERN RESOURCE SYSTEMS INC.
DBA ENERGY SYSTEMS OF LAS VEGAS

COPIES TO:

An application was submitted on February 2, 1984, for Southwestern Resource Systems Inc. dba Energy Systems of Las Vegas with Michael Kaplan listed as President, Vice-President, Secretary, and Treasurer.

The type of business to be conducted is as such:

> "Retail sale of energy conservation equipment. All equipment shipped direct to customer from distributor. Duty cycling on heating and air condition units, small size item that regulates the operation. Item is installed by independent contractor." (See attached copies.)

The business is subject to be operating from 2300 Paseo Del Prado #B204. Investigation was conducted on this application by this investigator due to the familiarity of the applicant from prior businesses operating in Las Vegas.

This investigator recommends denial of this application for the following reasons which are specified in Las Vegas Municipal Code 6.02.330:

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

A certified copy of the current list of officers as filed with the Secretary of State's Office as of February 1, 1984, lists the following for Southwestern Resource Systems Inc.:

Southwestern Resource Systems Inc.
dba Energy Systems of Las Vegas
March 9, 1984
Page 2

Michael L. Kaplan	-	President/Director
Robert A. Morrow II	-	Director/Chairman of the Board
Robert A. Morrow, Sr.	-	Director/Treasurer
Donald Frazar	-	Director/Vice-President
Robert Frazer	-	Director
Jerome S. Kaplan	-	Director/Secretary

(See attached copy)

"(F) The licensee or any of its principals has committed acts which would constitute a crime involving moral turpitude, or involving any Federal, State or local law or regulation relating to same or a similar business;"

Mr. Kaplan was President of a business licensed with the City between May 21, 1979, and January 4, 1980, known as Commercial Resources Inc. and as President of National Marketing Services Inc. from January 11, 1977, to January 4, 1980; both located at 1800 East Sahara Avenue #105. These corporations have been defendants in several lawsuits including the following:

Case No. 79-2-03986-1
State of Washington, Plaintiff (filed 9-19-79)
vs.
Commercial Resources Inc. and
National Marketing Services
Michael Kaplan, Jerome Kaplan, Bob Davis

Summary of Complaint

Defendants under corporate names sold distributorships for retail sales of name brand products (Mattel, Bradley, Parker, etc.) by oral or written solicitations requiring the purchasers of the distributorships to pay an amount for equipment and materials in excess of fair market value. Defendants committed acts which violated the Franchise Investment Protections Act, as well as state law regulating deceptive trade practices and unfair method of competition.

Judgement was awarded on behalf of the plaintiff on April 14, 1981, in the amount of $99,520 plus additional court costs of $3,000.

Southwestern Resource Systems Inc.
dba Energy Systems of Las Vegas
March 9, 1984
Page 3

Case No. 28350 (filed 5-9-77)
State of Iowa
vs.
National Marketing Services Inc., Michael Kaplan as President of National Marketing Services, Inc.; David Kaplan as Secretary/Treasurer et al.

Summary of Complaint

Defendants by various forms of advertising offered ads for sale for toy distributorships offering a $10,000 per year profit on a part-time basis, and $40,000 per year profit on a full-time basis. All the distributors had to do to earn this profit was to stock name brand toys (Mattel, Walt Disney, etc.) in "high traffic" areas. Minimum cost of distributorships was $4,980. Defendants represented to purchasers that they would be able to buy toys at the same cost as other large nationwide chain stores and would be able to sell them at prices similar to those of K-Mart and Target. Defendants also represented that they never sell distributorships within 50 miles of one another. Defendants misrepresented the buy back or full refund arrangement on the purchase. Defendants misrepresented information about the distributor and the ease of making money in order to induce a prospective purchaser to negotiate a contract. These acts violated state law pertaining to deception, fraud, misrepresentations, and omissions of material facts (Iowa Consumer Fraud Act). Judgement was awarded on behalf of the plaintiff on July 4, 1978, in the amount of $47,853.

Commonwealth of Pennsylvania
Acting by Attorney General
Gerald Gornish, Plaintiff
vs.
National Marketing Services Inc.
1800 East Sahara Ave., Suite 105
and Michael Kaplan, President
National Marketing Services, Inc.
1800 East Sahara Avenue, Suite 105

Summary of Complaint

Defendants placed ads in the Erie Morning News and Erie Daily Times for distributorships available in toy merchandising. Three or more consumers responded to ads and invested between $5,000 - $8,000, established locations for distributorships, and inital product inventory of approximately $1,500. Defendant's sales representatives misrepresented potential incomes,

Southwestern Resource Systems Inc.
dba Energy Systems of Las Vegas
March 9, 1984
Page 4

number of competing racks in the local area, the nature of established accounts to the local distributor, misrepresented the competitive/comparative prices of the products marketed by National Marketing Service Inc., and misrepresented the nature and extent of price discounts to be obtained by the local distributor dealing with National Marketing Service Inc.

Judgement

National Marketing Services Inc. and Michael Kaplan were ordered to cease and desist:

1. Misrepresenting the number of existing distributors established in any given trade area.

2. Misrepresenting the number of distributors being recruited in any given trade area.

3. Misrepresenting the number or location of established rack display outlets, or the exclusive nature of any rack sale outlet to any merchant.

4. Misrepresenting the income potential of distributorships.

5. Using income projection figures which are not based on the actual performance of existing distributors of defendant's products.

6. Misrepresenting the competitive nature of defendant's prices in comparison with other well-known competing firms.

7. Misrepresenting the nature and extent of price discounts available to existing distributors.

The defendant will also make full refund to investors of this suit totally the amount of $18,853.08, so ordered by Judge Fred P. Anthony. (See attached copies.)

"(L) The licensee or any of its principals has engaged in deceptive practices upon the public;"

By virtue of the Civil Cases previously mentioned which the bulk of the complaints were based upon deceptive trade practices, fraud, misrepresentation; the business violates this section.

Additional information on the applicant:

1. Michael Kaplan has no criminal record per SCOPE.

2. Several other states filed suit in Civil Court against M. Kaplan individually and as a corporate officer for similar type practices in his busines operation. The states which filed include Idaho, Colorado, New York, and Montana. Dispositions on these cases are pending based upon further investigation.

3. Michael Kaplan is related to Jerome Steven Kaplan and David Sawyer Kaplan, each of which may have an interest in Michael Kaplan's business activities. In mid-February, this investigator contacted the business office of Energy Systems of Las Vegas and by telephone requested to speak to Michael Kaplan. A male individual got on the telephone and spoke as Michael. This investigator requested more information on the energy-saving device he was intending to market (copy attached). The male stated that he could have brochures of the product available that day. This investigator proceeded to the business office that same afternoon. The male this investigator spoke to earlier in the day acknowledged himself as Michael Kaplan when posed with that question by this investigator. After receiving the brochures, this investigator went about his business giving no further thought to this meeting. However, when discussing the investigation with Kathy Teague, Deputy Attorney General, she produced metro photos of Michael, Jerome, and David Kaplan. This investigator identified the photo for Jerome Kaplan as the individual who acknowledged himself as Michael Kaplan by telephone and in person.

4. A check with the Secretary of State's Office on corporations which Michael Kaplan is an officer of revealed the following information:

Southwestern Resource Systems Inc.
dba Energy Systems of Las Vegas
March 9, 1984
Page 6

NAME	TITLE	DISPOSITION
Graphic Concepts Inc.	Director III	Revoked 10-1-82
KM Enterprises Inc.	Resident Agent	Revoked 6-1-82
National Marketing Inc.	President	Revoked 3-2-81
Nevada National Marketing	President	Revoked 3-2-81
International Marketing Services	President	Revoked 3-2-81
Commercial Resources	President	Revoked 3-2-81
Simm's Advertising	President	Revoked 3-2-81
KTM Enterprises	Secretary/ Treasurer	Revoked 3-2-81
Michael Kaplan Industries	President	Revoked 7-1-83
Azygous Corporation	President	Dissolved 9-3-80

The revocations were based upon fees not paid to the Secretary of State's Office. Nine months after the due date, a charter may be revoked.

Based upon the foregoing report, this investigator concludes that the applicant, Michael Kaplan, is not suitable to be licensed for Energy Systems of Las Vegas and thus recommends denial of the business license application.

JD:vh

Attachments

[redacted] AND AGENT OF

[redacted] OCT. 1983, TO OCT. 1984

[redacted]
[redacted] 204
[redacted] VEGAS, NEVADA 89102

[redacted]
FILED DATE [redacted] FEE $ [redacted]
1983 1984 [redacted]
[redacted]

RETURN ALL COPIES OF THIS FORM

Michael Kaplan	President/Director			
2300 Paseo del Prado #B204	Las Vegas,	Nv.	89102	
~~Frank Varin~~	~~Secretary/Treas/Director~~			
~~1001 Spruce #814~~	~~Las Vegas~~	~~Nv.~~	~~89104~~	
Robert A. Morrow, II	Director/Chairman of Board			
2300 Paseo del Prado, #B204	Las Vegas,	Nv.	89102	
Robert A. Morrow Sr.	Director/Treasurer			
2300 Paseo del Prado, #B204	Las Vegas	Nv.	89102	
Donald Frazar	Director/Vice President			
2300 Paseo del Prado, #B204	Las Vegas	Nv.	89102	
Robert Frazer	Director			
2300 Paseo del Prado, #B204	Las Vegas,	Nv.	89102	
Jerome S. Kaplan	Director/Secretary			
3009 Bryant	Las Vegas	Nv.	89107	

PLEASE LIST ADDITIONAL OFFICERS AND/OR DIRECTORS ON A SEPARATE SHEET AND ATTACH.

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT BY RESIDENT AGENT

NOTE: This [redacted] must be signed or the list will be returned.

I, Michael Kaplan, hereby [redacted] the appointment as Resident Agent of the above named Corporation.

Date 11/3/83 Signature: Michael Kaplan

By: Michael Kaplan
President

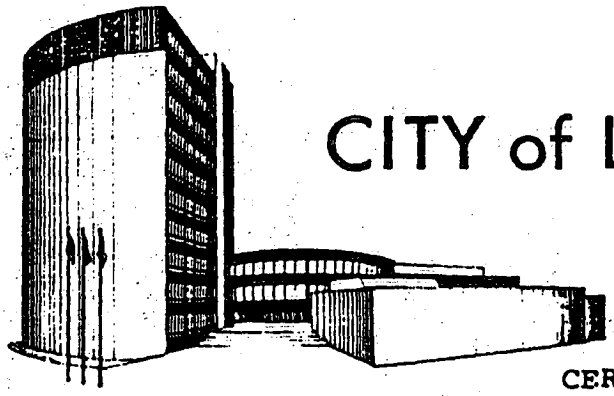
THE FILING FEE IS $[redacted]. THERE IS A $[redacted] PENALTY FOR LATE FILING.

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 6, 1984

Southwestern Resource Systems, Inc. dba
Energy Systems of Las Vegas
2300 Paseo del Prado, #B204
Las Vegas, Nevada 89102

Attention: Michael Kaplan, President

Re: Application for Business License --
Energy Systems of Las Vegas
2300 Paseo del Prado, #B204

Dear Mr. Kaplan:

The above-referenced application was received in this office on February 2, 1984. This letter is to advise you that your application for a business license is denied pursuant to Las Vegas Municipal Code Title 6, Chapter 2, Section 090, which states:

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

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

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

   On the application you list yourself as President, Vice-President, and Secretary-Treasurer of Southwestern Resource Systems, Inc. This office has received a copy of Southwestern Resource Systems, Inc.'s filing of



officers and directors with the Secretary of State for the period of October 1983 to October 1984, which reveals the following corporate structure:

Michael L. Kaplan	- President/Director
Robert A. Morrow II	- Director/Chairman of the Board
Robert A. Morrow, Sr.	- Director/Treasurer
Donald Frazar	- Director/Vice-President
Robert Frazer	- Director
Jerome S. Kaplan	- Director/Secretary

2. "The licensee or any of its principals has engaged in deceptive practices upon the public;"

Information obtained by this office reveals litigation taken against you individually and as President of National Marketing Services, Inc. and Commercial Resources, Inc. by the State of Washington, State of Iowa and the Commonwealth of Pennsylvania. In each of these lawsuits, charges brought against you as defendant in each case stemmed from sales of toy distributorships and involved violations of state laws regarding deceptive trade practices, fraud, and misrepresentation.

In each case money judgements against you resulted in awards in favor of the plaintiffs in amounts of $48,358 (State of Iowa), $99,520 (State of Washington), and $18,853 (Commonwealth of Pennsylvania).

Please be advised of your right to appeal this decision as contained in Las Vegas Municipal Code Title 6, Chapter 2, Section 110, as follows:

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

Sincerely,

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

JJC:dw

ENERGY SYSTEMS OF LAS VEGAS, INC.

April 26, 1984

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Dear Mr. Cahill:

I request that you reconsider your position as outlined in your letter of April 6, 1984. Citing your grounds and/or cause for denial of my application, I refer to the following:

1. Your information is that I listed myself as President, Vice President, Secretary and Treasurer of Southwestern Resource Systems, Inc. and that this is, in fact, false information. I would like to point out that when I first made application for a business license on January 3, 1984, I was in fact the sole officer of this corporation. Subsequently, on January 13, 1984 the other individuals were added as officers and/or directors of this corporation so my position is that I did not file an incomplete or false application but that my circumstances changed after the time I filed my application. Even if this were not the case and I inadvertently filed an erroneous application I would think this would be a matter that could be easily corrected. Further, please be advised that on February 13, 1984 we filed an amendment to our articles of incorporation changing the name of the corporation to Southwest Energy Systems, Inc. Our d/b/a will remain the same.

2. It is true that there was litigation taken against National Marketing Services, Inc. and Commercial Resources, Inc. of which I was President. It is further true that I was named individually as well as the corporations. However, there were no judgments rendered against me individually. Furthermore, I signed various consent decrees which in no way admitted any wrong doing on my part. Again, even if the aforementioned transpired according to your information, this all occurred many years ago. To the best of my recollection, these events would have occurred in 1978 or 1979. It would seem extremely unfair to me that events so far back in the past could be held against me at this date.

2300 Paseo Del Prado • Suite B-204 • Las Vegas, NV 89102 • (702) 362-5522

Mr. Jerry J. Cahill
April 26, 1984
Page Two

Please be advised that if, after reading this letter, you still feel that you want to deny my license application, then I would appreciate being notified immediately so that I may file a formal appeal within the appropriate time.

Sincerely yours,

ENERGY SYSTEMS OF LAS VEGAS

Michael A. Kaplan
President

I TELEPHONED MR KAPLAN 4/30/84. THERE IS AN ANSWERING SERVICE. I ASKED FOR MR KAPLAN TO CALL. MR KAPLAN CALLED 5/1/84 & I INFORMED HIM THAT THE DENIAL STOOD EVEN AFTER HIS LETTER & IF HE WANTED TO APPEAL THE DENIAL THAT HE HAD A COUPLE OF DAYS TO GET THE LETTER IN FOR POSTING ON THE NEXT AGENDA. HE SAID HE UNDERSTOOD, THERE WAS NO NEED FOR ME TO SEND HIM A LETTER AFFIRMING THE DENIAL. HE WOULD SEND A LETTER TO MR CAHILL APPEALING THE DENIAL.

5/1/84

ENERGY SYSTEMS OF LAS VEGAS, INC.

May 1, 1984

Mr, Dick McGuegh
Department of Business Activity
City of Las Vegas
400 E. Stewart Ave.
Las Vegas, Nevada 89101

Dear Mr. McGuegh:

Pursuant to our telephone discussion of May 1, 1984, please be advised that I wish a formal appeal on the subject of the license of Energy Systems of Las Vegas.

Please notify me as to when and where the appropriate forum shall be held so that my case may be heard.

Yours truly,

ENERGY SYSTEMS OF LAS VEGAS

Michael A. Kaplan
President

2300 Paseo Del Prado • Suite B-204 • Las Vegas, NV 89102 • (702) 222-0555

ITEM		Council Action	Department Action
	IV.(a) ADMINISTRATIVE AGENDA ASHLEY HALL, CITY MANAGER		
10:20	A. NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT GENERAL FUND BUDGET.	Lurie - APPROVED motion to proceed with augmentation to be brought before the Council on 6/20/84. Unanimous (Briare excused)	Staff to proceed with Clerk to publish Notice of Intention prior to 6/20/84 Meeting
10:21	B. PROGRESS REPORT ON THE SEWER BOND ISSUE PROJECTS.	Nolen - Report ADOPTED Unanimous (Briare & Christensen excused)	
10:22	C. STATUS REPORT ON THE SUPER-SPEED TRAIN PROJECT.	Report by Deputy City Manager Saylor to Council.	
10:23	D. APPROVAL OF THE GRANT AGREEMENT AMENDMENT ON THE SUPER-SPEED TRAIN PROJECT.	Levy - APPROVED Agreement. Unanimous (Briare & Christensen excused)	Staff to proceed
10:25	E. DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF BRINLEY POOL FROM THE COUNTY TO BE USED IN THE CITY'S SWIM PROGRAM.	Nolen - Motion APPROVED to follow recommendations of City Manager with Mayor authorized to sign acceptance of the assignment of the agreement between the School District and Clark County relative to Brinley Pool. Unanimous (Briare excused) Levy requests report at end of year as to amount of fees collected from the operation of Brinley Pool NOTE: A Verbatim Transcript of Items A thru E made part of Final Minutes	Staff to proceed

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 6, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT GENERAL FUND BUDGET

PURPOSE/BACKGROUND

When the salary increase was granted by the arbitrator and was approved by you last January, we indicated that an official budget augmentation would be presented at a later date. When the 1984-85 budget was approved, it included estimates for the current year, which then became the basis for the starting fund balance for the new budget year. These estimates form the basis for the budget augmentation, which will be presented for your approval on June 20.

We are requesting approval to publish a Notice of Intent to act upon a budget augmentation, at the June 20, 1984, Council meeting. A copy of the proposed notice is attached for your review.

FISCAL IMPACT

None at this time. Fiscal impact will occur when actual budget recommendation is authorized at your June 20 Council meeting.

RECOMMENDATIONS

Recommend the filing of the Notice of Intention to Act on Resolution to Augment General Fund Budget.

Agenda Item

IV(a) A.

CITY OF LAS VEGAS, NEVADA

NOTICE OF INTENTION TO ACT ON RESOLUTION

TO AUGMENT GENERAL FUND BUDGET

Notice is hereby given that the City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment the General Fund Budget for the 1983-84 fiscal year in the amount of $1,270,143 in order to effect an increase in appropriations, pursuant to NRS 354.615, at a meeting to be held at the Council Chambers, City Hall, City of Las Vegas, Nevada, on June 20, 1984, at the hour of 10:00 A.M., at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with Carol Ann Hawley, City Clerk, and will be considered.

William H. Briare

WILLIAM H. BRIARE, MAYOR
CITY OF LAS VEGAS, NEVADA

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 9:45 A.M. - PAGE 1
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM A. NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT GENERAL FUND BUDGET.

MAYOR PRO-TEM LURIE: Administrative Agenda, Item A. Notice of intention to act on Resolution to augment General Fund Budget.

ACTING CITY MANAGER MIKE COOL: Yes, Mayor Pro-Tem, Marvin Leavitt, the Finance Director, will handle this first item.

FINANCE DIRECTOR MARVIN LEAVITT: Nevada law requires that in order to act on any budget augmentations there is a required publication to be made previously. This is approval to publish this Notice of Intent to act on a budget augmentation on the meeting to be held on June 20.

MAYOR PRO-TEM LURIE: I would move then that the augmentation be brought back before us on the June 20 Council meeting. Are there any comments on the motion? Cast your votes. Post. The Mayor stepped out for a minute.

Voting was as follows:
"AYES" Mayor Pro-Tem Lurie, Councilman Christensen, Councilman Levy, Councilman Nolen
"NOES" None
"EXCUSED" Mayor Briare

/lo

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: PROGRESS REPORT ON THE SEWER BOND ISSUE PROJECTS.

PURPOSE/BACKGROUND

The City approved a bond issue in the amount of $20,500,000 for the design and construction of certain sanitary sewer trunk lines as Phase I and for the design of additional lines as Phase II to be constructed at a later date with other funding resources. The original priority list did not contain the Lake Mead Interceptor in the Phase 1 category; however, we propose that it be added due to the fact that residential development is taking place at a rather rapid pace in the general area of the proposed trunk line. Additionally, we propose to relocate the major northwest interceptor from a Rancho Road/Decatur Boulevard alignment to an alignment further east. The major portion of this line will traverse North Las Vegas property; however, this proposed alignment not only can be constructed at a substantial savings but will provide a much better flow grade and will allow for a major area to be serviced. We have discussed this with North Las Vegas staff and they have not indicated there would be any problem by locating a portion of the line in North Las Vegas. The attached sheet shows the original proposal under the category of "as published" and the new proposal under the category of "current proposal". This sheet also gives you a brief status report.

Additionally, we have moved the Western Avenue relief line into Phase I due to the fact that we have a continuing problem with the line which accommodates Western Linen and the condition needs to be rectified immediately.

Attached also is a map showing the location of the Northwest interceptor, the Lake Mead interceptor, and Vegas Drive/Tenaya interceptor which are needed to satisfy the present and future growth pattern in the northwest section.

FISCAL IMPACT

None

RECOMMENDATIONS

The City Manager recommends that the report be adopted.

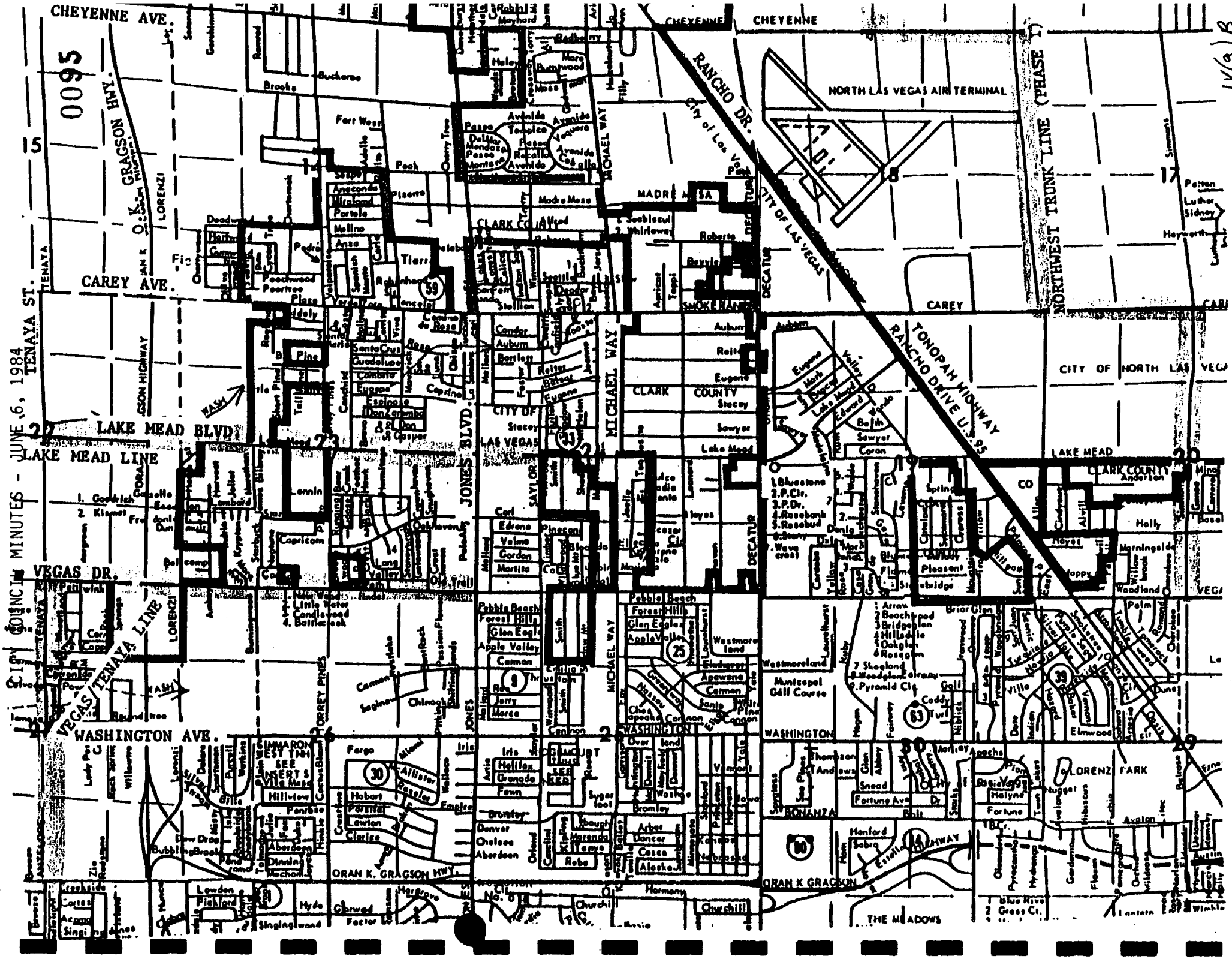
Agenda Item 6-6-84

IV(a) B.

City of Las Vegas
Department of Engineering Services
Proposed Program
1984 Sewer Bond Issue

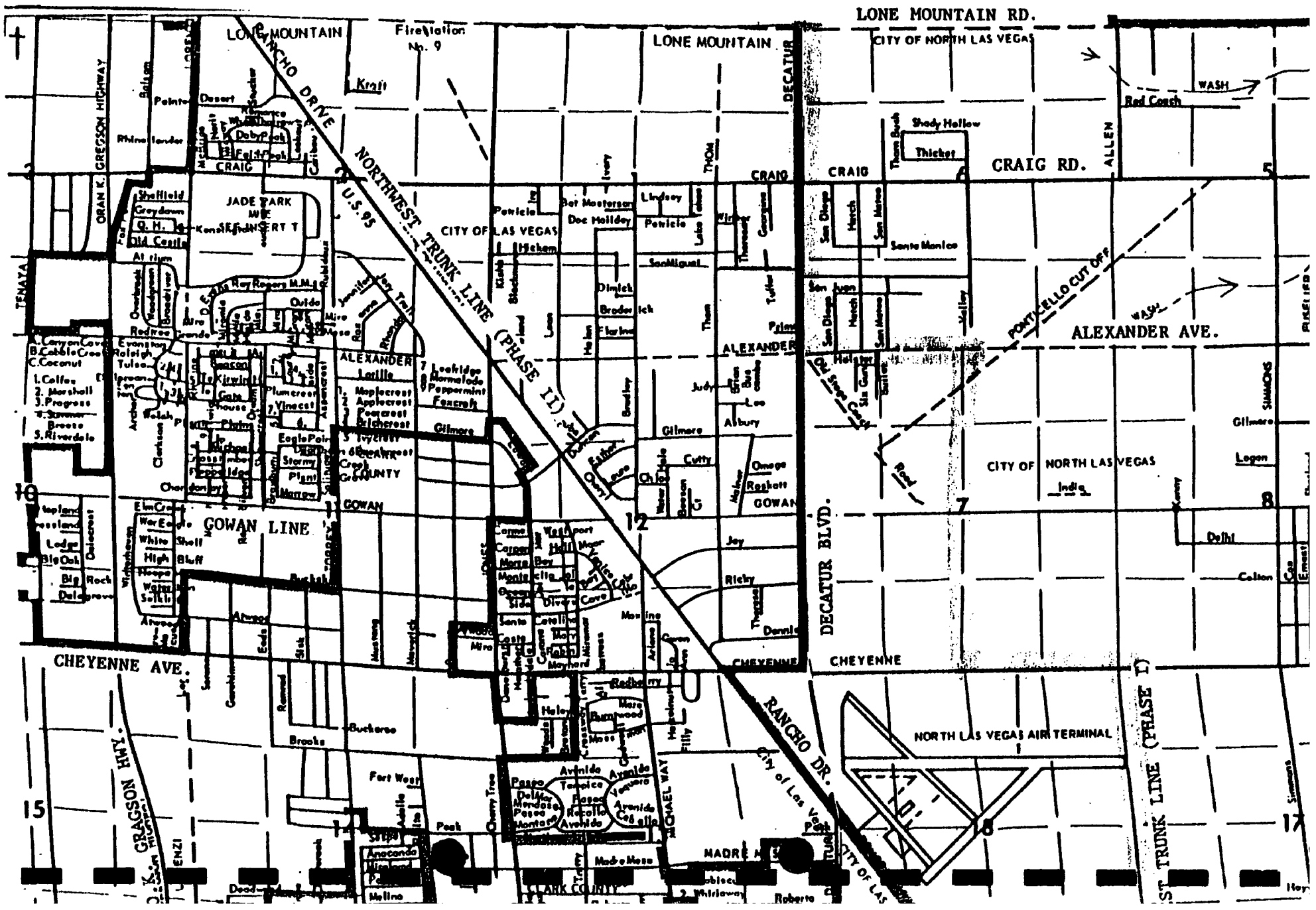
PHASE I CONSTRUCTION	CURRENT PROPOSAL	AS PUBLISHED	5/84 STATUS	TENTATIVE COMPLETION DATE
Downtown Interceptor	$ 5,570,000	$ 7,800,000	Under Const.	Sept. 84
Sahara/Oakey Interceptor	5,620,000	5,800,000	Under Const.	Nov. 84
Tenaya/Vegas Drive Interceptor	1,080,000	932,000	In Design	June 85
Northwest Trunk	4,340,000	4,306,000	In Design	July 85
Lake Mead Interceptor [1]	980,000	-0-	In Design	June 85
Critical Relief & Oversizing	1,802,000	781,000		
Western Avenue Relief [2]	208,000	-0-	In Negotiation	Apr. 85
Bond Delivery	350,000	315,000		
Sub-total	$19,950,000	$19,934,000		
DESIGN FOR PHASE II PROJECTS				
Oran K. Gragson Crossings [3]			In Design	
23rd Street Relief	70,000		In Negotiation	
Westside Interceptor	140,000		In Negotiation	
Lamb Boulevard Interceptor	165,000		In Design	
Critical Combined Projects	175,000			
Sub-total	$ 550,000	566,000		
TOTAL	$20,500,000	$20,500,000		

1. Project moved to Phase I construction due to accelerated development in the area.
2. Project moved to Phase I construction, due to the need for immediate relief of existing lines.
3. Design fee included in Lake Mead design agreement.


CHEYENNE AVE.
CHEYENNE
CHEYENNE
NORTH LAS VEGAS AIR TERMINAL
NORTHWEST TRUNK LINE (PHASE I)
RANCHO DR.
City of Las Vegas Park
CITY OF LAS VEGAS
GRAGSON HWY.
O.K. Gragson Hwy.
MICHAEL WAY
MADRE MESA
CLARK COUNTY
CITY OF LAS VEGAS
CAREY AVE.
CAREY
TENAYA ST.
TENAYA
LORENZI
JONES BLVD.
SAYLOR
DECATUR
TONOPAH HIGHWAY
RANCHO DRIVE U.S. 95
CITY OF NORTH LAS VEGAS
LAKE MEAD BLVD.
LAKE MEAD LINE
LAKE MEAD
CLARK COUNTY
VEGAS DR.
VEGAS-TENAYA LINE
WASHINGTON AVE.
WASHINGTON
ORAN K. GRAGSON HWY.
ORAN K GRAGSON
BONANZA
LORENZ PARK
THE MEADOWS
Municipal Golf Course
Pebble Beach
Forest Hills
Glen Eagle
Apple Valley
Carmen
Morse
Jerry
Iris
Hallion
Granada
Fawn
Bromley
Denver
Chelsea
Aberdeen
Arbor
Dancer
Casse
Alaska
Robe
Hillview
Panaca
Dinning
Macholl
Lowden
Pickford
Hyde
Glenwood
Churchill
Harmony
Fargo
Allister
Hobart
Parsifal
Lawton
Gloria
Bubbling Brook
Dew Drop
Cimmaron
Westwood
Vista Mesa
Desert Inn
Golf Course
Fortune Ave
Fortune
Melyne
Avalon
Elmwood
Thornton
Andrews
Glen Abbey
Snead
Apache
Pima
Navajo
Hopi
Sioux
Seminole
Comanche
Cherokee
Shoshone
Arrow
Beechwood
Bridgeport
Hillsdale
Oakglen
Rosegen
Shoreland
Woodglen
Fairway
Pyramid Cir
Blue River
Grass Cir
Lantern
Wimbledon
Holly
Morningside
Woodland
Palm
Briar Glen
Pleasant
Bluestone
P.C.Cir.
P.D.Dr.
Rosebank
Rosebud
Stony
Wavecrest
Goldstone
Goldwater
Spring
Allen
Allgill
Hayes
Sawyer
Coran
Lake Mead
Edward
Beth
Eugene
Stacey
Valley
Auburn
Reiter
Bartlett
Cedar
Edrene
Velma
Gordon
Mertito
Pinecrest
Carl
Oak Trail
Lenin
Lombard
Starbuck
Coolcrom
Cortez
Acoma
Singingwood
Redberry
Buckeye
Brooks
Fort Wood
Peak
Pisano
Madre Mesa
Anaconda
Hillsland
Portola
Molino
Anza
Tierra
Peachwood
Peartree
Plaza
Pine
Santa Cruz
Guadalupe
Cambria
Eugene
Espinola
Don Carlos
Don Cesar
Rose
Caprino
Cashman
Stallion
Smoke Ranch
Roberta
Bexvale
Auburn
Reiter
Eugene
Stacey
Sawyer
Lake Mead

9600

Proposed Main



EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 9:45 A.M. - PAGE 1
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM B. PROGRESS REPORT ON THE SEWER BOND ISSUE PROJECTS.

MAYOR PRO-TEM LURIE: We'll go to Item B. Progress report on the sewer bond issue projects.

ACTING CITY MANAGER MIKE COOL: Yes, Mayor Pro-Tem, Item B and the next three items preceding will be handled by Mr. Saylor.

DEPUTY CITY MANAGER DON SAYLOR: On Item B we furnished you a progress report on the sanitary sewer bond issue, which the bond issue amounted to twenty million five hundred thousand. Of that, we have approximately eleven million under construction and in the backup we provided to you the proposed projects for essentially all of the remainder of the money. We have had to move some priorities a little bit, since the issue was published, due to existing and pending development in certain areas. We would recommend you adopt the report, unless you have some particular questions or comments on it.

MAYOR PRO-TEM LURIE: Does the board have any comments or questions?

COUNCILMAN NOLEN: Move to follow the recommendation of the City Manager.

MAYOR PRO-TEM LURIE: We have a motion to ADOPT the report. Cast your votes. Post. Paul stepped out for a minute. Motion is APPROVED.

Voting was as follows:
"AYES" Mayor Pro-Tem Lurie, Councilman Levy, Councilman Nolen
"NOES" None
"EXCUSED" Mayor Briare, Councilman Christensen

/lo

City of Las Vegas

AGENDA DOCUMENTATION

0098

Date: May 31, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: STATUS REPORT ON THE SUPER-SPEED TRAIN PROJECT.

PURPOSE/BACKGROUND

The Amended Grant Agreement has been reviewed and approved by the Federal Railway Administration and is on the agenda for approval by the Mayor and City Council.

The contract for the services of Barton-Aschman to do the Ridership Verification Study is also on the agenda for approval.

The RFP's for the Management Consultant was put on the street May 16, 1984 after being approved by FRA and we anticipate having this resource available to us no later than the middle of July at which time we will proceed immediately to develop the RFP's for the four remaining studies (Financial, Socio-Economic, Environmental Impact, and Technology Assessment).

Information is being disseminated on a regular basis to FRA, NDOT, RTC, and the California Task Force.

The project is proceeding in accordance with our projected timetable.

FISCAL IMPACT

None.

RECOMMENDATIONS

No action necessary.

Agenda Item 6-6-84

IV(a) C.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 9:45 A.M. - PAGE 1
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM C. STATUS REPORT ON THE SUPER-SPEED TRAIN PROJECT.

MAYOR PRO-TEM LURIE: The next item is a status report on the super-speed train project.

DEPUTY CITY MANAGER DON SAYLOR: In essence, this is a briefing to tell you that the amended grant agreement has been reviewed and approved by FRA and we do have it on your agenda, I believe on one of the succeeding items for approval. The contract for the services of Barton-Aschman on ridership verification study is also on the agenda for approval. We have put the RFP's for the management consultant out on the street, However, they were opened yesterday and something is wrong because we only received one proposal, so we're going to have to reevaluate that proposal. We'll talk to some of the firms we sent it to to find out why they did not submit one, and hopefully, get it back out on the street again as soon as possible. We are keeping up a regular line of communication with all of the agencies: the Federal Railroad Administration and Nevada Department of Transportation, Regional Transportation Council and the California Task Force. We're proceeding, not rapidly at this point in time, but hopefully, on a very sure course.

MAYOR PRO-TEM LURIE: Are there any comments or questions on the report? Then, we'll go to Item D.

U.S. Department
of Transportation
**Federal Railroad
Administration**

400 Seventh St., S.W.
Washington, D.C. 20590

AUG 6 1984

Don J. Saylor
Deputy City Manager
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Saylor

I am pleased to transmit to you a fully executed copy of Amendment 2 to the Las Vegas Rail Corridor Study Grant Agreement.

Sincerely yours,

Claudia Booker

Claudia Booker
Attorney

EXHIBIT II

FEDERAL RAILROAD ADMINISTRATION PHASE I	$ 150,000
LOCAL CONTRIBUTION	150,000
FEDERAL RAILROAD ADMINISTRATION PHASE II	1,250,000
LOCAL IN-KIND MATCH	120,000
STATE CONTRIBUTION	50,000
TOTAL	$1,720,000

EXHIBIT III

LAS VEGAS RAIL CORRIDOR STUDY GRANT AGREEMENT

BUDGET

Management Consultant	$ 150,000
Ridership Verification	350,000
Technology Assessment	100,000
Environmental and Economic Impact Analysis*	300,000
Financial Planning	100,000
Reserved for Additional Tasks and Contingency	142,000
Travel	40,000
Administration	36,000
Staff	32,000
Total	$1,250,000

*Includes both the Environmental and Regulatory Assessment (Section 202 (c) (3)) and Socio-Economic Impact Analysis (Section 202 (c) (4)) tasks.

Figures may be adjusted dependent on recommendations of the management consulting firm with the concurrence of the FRA.

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF THE GRANT AGREEMENT AMENDMENT ON THE SUPER-SPEED TRAIN PROJECT.

PURPOSE/BACKGROUND

Richard Blue has been working with the Federal Railway Administration in making several minor changes to the Grant Agreement. These changes consist of primarily changes in wording and the reallocation of funding. For example, the previous agreement had the "big 3" studies all under one funding and they now have been broken out into individual studies. Additionally, a new time schedule is incorporated into the agreement which will allow us to extend the contract for the time we lost when we rejected all of the proposals.

FISCAL IMPACT

None.

RECOMMENDATIONS

The City Manager recommends that the Amended Grant Agreement be approved and authorize the Mayor to execute.

Agenda Item 6-6-84

IV(e) D.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 9:45 A.M. - PAGE 1
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM D. STATUS REPORT ON THE SUPER-SPEED TRAIN PROJECT.

MAYOR PRO-TEM LURIE: Then, we'll go to Item D. Approval of the Grant Agreement Amendment on the Super-Speed Train Project.

DEPUTY CITY MANAGER DON SAYLOR: This is the amendment to the grant receiving the one million two hundred fifty thousand from the Federal Railroad Administration. One major change was in the scope of services. We split up the Big-Three Studies into three separate studies and we also landed the Management Consultant Study and it changed the timeframe to give us more time to complete the study. We would recommend that it be approved.

MAYOR PRO-TEM LURIE: Do we have a motion to APPROVE the recommendation?

COUNCILMAN LEVY: So moved. Cast your votes on the motion. Post. Motion is APPROVED.

Voting was as follows:
"AYES" Mayor Pro-Tem Lurie, Councilman Levy, Councilman Nolen
"NOES" None
"EXCUSED" Mayor Briare, Councilman Christensen

/lo

AMENDMENT NO. 2

LAS VEGAS RAIL PASSENGER CORRIDOR
STUDY GRANT AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment"), dated and effective on August 2, 1984, which is the date of the last signature hereto, is made by and between the FEDERAL RAILROAD ADMINISTRATION (FRA), acting by authority of the U. S. Secretary of Transportation, under Title X of the Rail Passenger Service Act (45 U.S.C. 501 et. seq.) ("ACT"), and the CITY OF LAS VEGAS ("CITY"), to amend the Las Vegas Rail Passenger Corridor Study Grant Agreement as amended ("Agreement"), which became effective on December 28, 1981, as amended by Amendment No. 1 thereto ("Phase II Agreement"), which became effective on January 16, 1984.

1. PURPOSE

This amendment adds to the expanded scope of work the task of study management. This shall be accomplished through the identification of a management consultant whose duties shall be added to the list of tasks in Sec. 202-A of the Phase II Agreement. In addition, it will change the estimated cost of the two-part study; enumerate the source of funds for the two-part study outlined in Exhibit II, and change the budget allocation as outlined in Exhibit III.

2. AGREEMENT CHANGES

The following paragraphs of the Phase II Agreement are hereby amended as indicated:

(A) Delete paragraph (a) and insert in lieu thereof a new paragraph (a), reading as follows:

(a) The City is prepared to design, administer, and contribute to the funding of a two-part study, estimated to cost $1,720,000, as more particularly identified in Exhibit II hereto, of a potential rail passenger corridor between Las Vegas and Southern California.

(B) Delete item (6) of paragraph (c) of Sec. 202-A-Contents of the Study and insert a new paragraph (6), reading as follows:

(6) Management Consultant - The City will hire a consulting firm to structure the various study tasks into a series of requests for proposals, to manage the process of selection of contractors and negotiation of contracts and contract changes, to provide technical direction to the contract work underway, to see to it that there is a proper interchange of the information developed by the respective consultants in order to eliminate unnecessary duplication of effort, to see to it that the work is coordinated in such a way that the various study products are available when needed, and to edit and coordinate the writing of the final report.

(C) Delete paragraph (d) of Sec. 202-A-Contents of the Study and insert in lieu thereof a new paragraph (d), reading as follows:

(d) Request for Proposals - The City shall develop Requests for Proposals (RFPs) for contractors to perform the Phase II study. The City shall submit each RFP to FRA for approval before soliciting proposals from contractors. The City's procurement of services and administration of service contracts shall be carried out in accordance with Office of Management and Budget ("OMB") Circular A-102, Attachment O (44 FR 47874, August 15, 1979). The City shall perform the Phase II study in accordance with the RFPs approved by FRA. Contract costs incurred prior to FRA approval of an RFP or inconsistent with the RFP approved by FRA shall not be allowable costs under this Agreement.

(D) Delete paragraph (e) of Sec. 202-A-Contents of the Study and insert in lieu thereof of a new paragraph (e), reading as follows:

(e) Budget - The City shall conduct the Phase II Study using Federal funds in accordance with the budget attached as exhibit III. The City shall submit any proposed increase in the budget or any line item, or any allocation of funds reserved for additional tasks and contingencies, to FRA for approval. Costs incurred prior to receiving FRA approval of a budget change or inconsistent with any budget line item shall not be an allowable cost under this Agreement. As budget changes are approved by FRA, they shall become part of this Agreement as Exhibit III.

(E) Delete Sec. 204-A-Failure to Complete and insert in lieu thereof a new Sec. 204-A reading as follows:

Section 204-A Failure to Complete

(a) In the event that, at any time prior to the commencement of the Phase I Study, the City shall elect not to conduct the Phase I Study, or if the City discontinues the Phase I Study, or fails to complete the Phase I Study within eighteen (18) months of the effective date of this Agreement, or

(b) In the event that the City shall fail to complete the Phase II Study within twenty-four (24) months from April 2, 1984,

the City shall be deemed in default under this Agreement. If, following thirty (30) days written notice from FRA to the City, the City has failed to take appropriate steps to cure any such default, or thereafter fails to proceed with appropriate corrective action with due diligence all monies advanced from FRA, pursuant to this Agreement, shall be repaid by the City to FRA in full.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Amendment No. 2 to the Las Vegas Rail Corridor Study Grant Agreement to be executed:

CITY OF LAS VEGAS

by: William H. Briare
MAYOR WILLIAM H. BRIARE

Date: June 6, 1984

Approved as to form and correctness by:
George F. Ogilvie
City Attorney

ATTEST: Carol Ann Hawley
Carol Ann Hawley
City Clerk

FEDERAL RAILROAD ADMINISTRATION

by:
JOHN H. RILEY
ADMINISTRATOR

Date: August 2, 1984

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF BRINLEY POOL FROM THE COUNTY TO BE USED IN THE CITY'S SWIM PROGRAM.

PURPOSE/BACKGROUND

Brinley Pool is located on Vegas Drive west of Jones in an area which is rapidly being developed with almost all of the new development taking place within the City.

The County has put the pool in usable shape; it has been inspected by the City and the Health Department and is in proper operating order. The estimated cost of maintaining the pool is $7,867 annually; the anticipated revenue is approximately $15,000 annually.

FISCAL IMPACT

Annual income of $7,000 to $8,000.

RECOMMENDATIONS

The City Manager recommends that the City accept from the County ownership of Brinley Pool to be operated in the City's summer pool program.

Agenda Item 6-6-84

IV(a) E.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 9:45 A.M. - PAGE 1
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM E. DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF BRINLEY POOL FROM THE COUNTY TO BE USED IN THE CITY'S SWIM PROGRAM.

MAYOR PRO-TEM LURIE: Item E is the discussion and possible action on acceptance of Brinley Pool from the County to be used in the City's swim program.

DEPUTY CITY MANAGER DON SAYLOR: The Brinley Pool located out on Vegas Drive west of Jones is in an area that is rapidly developing, with most of that development taking place in the city because we're the only entity that has any sanitary sewer capacity in the area. The County has put the pool in usable shape and it has been inspected by our staff people and the Health Department. We anticipate that it will cost approximately $7,867 a year to operate, and hopefully, with our new fee schedule and the anticipated usage, we should receive at least $15,000 annually, so it appears to be a good facility for the City to accept from the County.

MAYOR PRO-TEM LURIE: Would this be a permanent acceptance?

DEPUTY CITY MANAGER DON SAYLOR: Permanent, yes.

COUNCILMAN LEVY: I want a report at the end of the year to see if we made the $15,000.

MAYOR PRO-TEM LURIE: Do you want to make a motion to approve acceptance.

COUNCILMAN NOLEN: I'll make a motion we follow the recommendation of the City Manager.

MAYOR PRO-TEM LURIE: We have a motion. Any further comments?

CITY ATTORNEY GEORGE OGILVIE: Mayor Pro-Tem, before you take a vote, I would like that motion also to include authority for the Mayor to sign acceptance of the assignment of the agreement between the School District and Clark County relative to Brinley Pool.

COUNCILMAN NOLEN: I'll include that as part of the motion.

MAYOR PRO-TEM LURIE: Any further comments or questions?

COUNCILMAN LEVY: Yes. If this pool does not do these kind of numbers, or close to them, if we find that to be true, we're going to have to reanalyze this for next year. We're not going to sacrifice the city for one area.

MAYOR PRO-TEM LURIE: Cast your votes on the motion. Post. Motion is APPROVED.

Voting was as follows:
"AYES" Mayor Pro-Tem Lurie, Councilman Christensen, Councilman Levy, Councilman Nolen
"NOES" None
"EXCUSED" Mayor Briare

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT, made and entered into this 28th day of February, 1985, but effective on the 6th day of June, 1984, by and between the County of Clark and the City of Las Vegas, each of which is a political subdivision of the State of Nevada (hereinafter referred to as the "Assignor" and the "Assignee", respectively);

W I T N E S S E T H:

WHEREAS, the Assignor herein and the Board of Trustees of the Clark County School District, a body corporate and politic of the State of Nevada (the "District" herein), have heretofore, on the 24th day of October, 1974, executed that certain document entitled "Agreement", a copy of which is attached as Exhibit "A" hereto and by this reference made a part hereof, which provides for the construction, by the Assignor herein, and thereafter for the joint use, operation and maintenance, by the Assignor herein and the District, of a public swimming pool on real property which is owned by the District and which constitutes a portion of the premises of the Harold J. Brinley Junior High School; and

WHEREAS, said Agreement also provides for the joint use, operation and maintenance, by the assignor herein and the District, of the gymnasium and related facilities and landscaped areas at the Harold J. Brinley Junior High School; and

WHEREAS, the Assignor has completed the construction of said public swimming pool, including, without limitation, causing and paying for the extension of all utility services thereto; and

WHEREAS, the Assignee has annexed the premises of the Harold J. Brinley Junior High School into its corporate boundaries effective January 15, 1982; and

WHEREAS, the Assignor, by this Assignment of the Agreement,

desires to assign to the Assignee, subject to the provisions hereof, and the Assignee desires to assume from the Assignor, subject to the provisions hereof, all of the rights, duties, obligations and liabilities of the Assignor under said Agreement which relate to the joint use, operation and maintenance of said public swimming pool and the gymnasium and related facilities and landscaped areas at the Harold J. Brinley Junior High School.

NOW, THEREFORE, for and in consideration of the premises and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Assignor hereby assigns to the Assignee, and the Assignee hereby assumes from the Assignor, for the balance of the term of the aforesaid Agreement, all of the rights, duties, obligations and liabilities of the Assignor under said Agreement which relate to the joint use, operation and maintenance of the swimming pool, gymnasium, locker rooms, shower facilities, restrooms, landscaped areas and parking lots on the premises of the Harold J. Brinley Junior High School, subject to the following:

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

2. MAINTENANCE AND REPAIR: CITY shall provide, at CITY'S expense, all maintenance of and repair to said pool and pool equipment, including, but not limited to, the structure of said pool, pool water chlorination system, and all pool plumbing, mechanical and electrical systems and all maintenance of the jointly used turf and landscaped areas, including, but not limited to, the mowing of lawns and the maintenance of the baseball backstops. DISTRICT shall provide all maintenance of the irrigation system for the jointly used turf and landscaped areas and the asphaltic surface areas which

existed prior to this Agreement and shall maintain and repair the gymnasium, locker rooms, shower facilities and restrooms.

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

3. UTILITIES: Except as herein provided, CITY shall pay for all charges levied for consumption of utility services to the pool and park area, including electricity, telephone, gas, sewer and trash collection. DISTRICT shall pay for all water used for the pool and irrigation system and shall pay for electricity to operate automatic irrigation system valves.

3. Section 9 of the aforesaid Agreement is hereby amended to read as follows:

9. LIABILITY AND INDEMNITY: CITY hereby agrees to indemnify and hold DISTRICT harmless against any liability which DISTRICT may incur by reason of injury to persons or property arising from CITY'S use of said pool, locker rooms, shower facilities, restrooms and gymnasium, or under the auspices of CITY, including injury arising by reason of a dangerous and defective condition of said pool when such condition was caused, or is suffered to exist or continue, by reason of fault on the part of the CITY.

4. The word "City" or "City's" shall be substituted for the words "County" and "County's", respectively, whenever said words appear in sections 3 through 9 and section 11 of the aforesaid Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Agreement to be executed by their duly

.....

.....

authorized representatives the day and year first above written.

COUNTY OF CLARK, NEVADA

By Thalia M. Dondero
Thalia Dondero, Chairman

"ASSIGNOR"

ATTEST:

Loretta Bowman
Loretta Bowman, County Clerk

CITY OF LAS VEGAS, NEVADA

By William H. Briare
William H. Briare, Mayor

"ASSIGNEE"

4-9-85

ATTEST:

Carol A Hawley
Carol Ann Hawley, City Clerk

CONSENT TO ASSIGNMENT

The Board of Trustees of the Clark County School District hereby consents to the assignment and transfer of all of the rights, duties, obligations and liabilities of the County of Clark under that certain Agreement made and entered into on the 24th day of October, 1974, by and between said County and said Board, which relate to the joint use, operation and maintenance of the swimming pool, gymnasium, locker rooms, shower facilities, restrooms, landscaped areas and parking lots at the Harold J. Brinley Junior High School, to the City of Las Vegas as in the above and foregoing Assignment of Agreement provided, expressly agreeing to the amendment of said Agreement as therein set forth,

and releases said County from all further obligations under said Agreement.

BOARD OF TRUSTEES,
CLARK COUNTY SCHOOL DISTRICT

By Dan Goldfarb
Dan Goldfarb, President

ATTEST:

Patricia A. Bindorf for
Howard Hollingsworth, Clerk

AGENDA

City of Las Vegas

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

June 6, 1984

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.		
28 A. SERVICE AND MATERIAL WARRANTS/PAYROLL WARRANTS/OTHER WARRANTS AND INVESTMENTS 1. Service and Material Warrants In the amount of $2,611,256.91 2. Payroll Warrants In the amount of $685,532.42 3. Other Warrants and Investments In the amount of $242,039.64	Lurie - APPROVED Items 1 thru 3. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

mp Cook

CITY OF LAS VEGAS
Warrant Register Summaries Recap

SERVICE & MATERIAL WARRANTS AND OTHER WARRANTS

No.	Thru	AMT. $	DESCRIPTION:
E206767	E206768	25,375.00	Service & Materials
E207135	E207137	565,287.94	" " "
E207138		73,577.15	SNETP
E207139	E207142	2,062.00	Service & Materials
E207143	E207144	47,204.49	SNETP
E207145	E207147	513,930.78	Service & Materials
F207148		61,258.00	SNETP
F207149	F207605	1,504,601.19	Service & Materials
E320000		60,000.00	Bank Transfer

Total Service & Material $2,611,256.91

Total Other $ 242,039.64

PAYROLL WARRANTS

No.	Thru	AMT. $	DESCRIPTION:
142181	143576	685,532.42	P/R 5-5-84

Total Payroll $ 685,532.42

TOTAL NET AMOUNT $3,538,828.97

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

DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED: Richard D Cole
CITY MANAGER

On June 6, 19 84, The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

William N Briare
MAYOR

ATTEST: Carl A Hanley
CITY CLERK

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
IV. (c) DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS JAN TAIT, DIRECTOR A. AUTHORIZATION TO FILL POSITIONS (CRITICAL HIRES) I. **BUDGETED VACANT POSITIONS TO BE FILLED:**	Lurie - APPROVED Items A and B as recommended (all items) Unanimous	Staff to proceed

POSITION(S)	DEPARTMENT	MONTHLY RANGE	FUNDING
Jr. Cultural Program Assistant	Recreation & Leisure Activities	$1,216-1,479	General
Recreation Leader	Recreation & Leisure Activities	$1,343-1,632	General
Animal Control Officer	Public Services	$1,446-1,758	General
Treatment Plant Operator	Public Services	$1,216-1,479	General

POSITION(S)	DEPARTMENT	HOURLY SALARY	FUNDING
Law Project Attorney	Funds Coordination	$12.00	State

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 30, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

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

PURPOSE/BACKGROUND

Of the 1,572 positions in the City's 1983-84 Fiscal Budget, 16.5% (260 positions) are currently vacant.

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

The chart below gives you a summary of our current staffing, as well as showing the seven (7) requests to fill positions.

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	AUTHORIZED POSITIONS	NUMBER OF EMPLOYEES	VACANCIES	FILL EXISTING VACANCIES	FILL NEW POSITIONS	TOTAL REQUESTED
Appointive	152	138	14	0	0	0
Classified	1146	1087	59	4	0	4
Contract	18	14	4	0	0	0
Elective	9	9	0	0	0	0
Hourly	247	64	183	1	2	3
Total	1572	1312	260	5	2	7

FISCAL IMPACT

There are two types of requests presented. The first group, Budgeted Vacancies, includes five positions which are in the 1983-'84 budget, one of which is funded through the State, and replacement of those vacancies is considered critical. The second, Positions to be Established and Filled, includes two positions: one is in the Department of Funds Coordination and is federally funded; the other is in the Office of the City Manager, with a projected cost for the remainder of this fiscal year of $787. Funding for this position is available in the City's current budget and in the approved fiscal year '84-85 budget.

The total dollar savings realized through vacancies thus far in fiscal year 1983-'84 is $986,127. If the positions that are currently vacant were to remain vacant for the remainder of fiscal year 1983-'84, the estimated total savings for the year would be $1,129,643.

RECOMMENDATION

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

Agenda Item

IV. (c) A.

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action

Page 2
IV. (c) DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

AUTHORIZATION TO FILL POSITIONS (CRITICAL HIRES)

II. POSITIONS TO BE ESTABLISHED AND FILLED

POSITION(S)	DEPARTMENT	HOURLY RANGE	FUNDING
Student Intern	Funds Coordination	$5.40	Block Grant
Junior Clerk III	City Manager	$5.25	City

Lurie - APPROVED Items A AND B as recommended (all items). Unanimous

Staff to proceed

B. REQUEST FOR BLANKET APPROVAL TO FILL PART-TIME/SEASONAL POSITIONS

Recreation Instructor	(15)
Senior Recreation Instructor	(38)
Recreation Assistant	(10)
Senior Recreation Assistant	(15)
Specialty Recreation Instructor	(20)
Special Activities Assistant	(11)
Junior Cultural Programs Assistant	(5)
Utility Worker II	(15)
Utility Worker I	(6)
Senior Citizen Assistant II	(6)
Senior Citizen Assistant I	(3)
Senior Citizen Aide II	(1)
Senior Citizen Aide I	(1)
Senior Citizen Instructor	(17)
TOTAL:	163

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 6, 1984

TO: The City Council

FROM: ASHLEY HALL, CITY MANAGER

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

PURPOSE/BACKGROUND

The Department of Recreation & Leisure Activities has four general groups of employees: full-time regular employees; summer program employees; part-time/ seasonal employees, and two contract employees. The full-time regular staff comprise the core of persons who operate the department on an ongoing basis. The summer program employees are hired to handle the City's summertime pools and playground activities. The part-time/ seasonal employees are hired on intermittent bases at various times during the year to teach classes, supervise recreation activities, and operate facilities.

APPROVED STAFFING LEVEL FOR FY 1984-'85

	NUMBER OF POSITIONS	FTE (Full-Time Equivalent)
Full-Time Regular Employees	123	123
Summer Program Employees	117	30
Part-Time/Seasonal Employees	163	55
Contract Employees	2	2
TOTAL	405	210

The majority of the part-time/seasonal employees work less than half-time (average 35% of full-time) and, as is the case for most intermittent workers, turnover is fairly high, causing us to bring their replacements to your agenda more often than regular employees. In addition, of the 163 positions, 143 (or 88%) are part-time/ seasonal entirely supported by fees from classes taught.

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

To resolve this problem and enable the Department of Recreation & Leisure Activities to operate in a more efficient manner, staff requests blanket approval to fill part-time/seasonal vacancies up to, but not exceeding, the approved FY 1984-'85 staffing level (163 part-time/seasonal positions). Procedural controls with respect to filling the individual vacancies shall remain as currently done. These include approval of the request by Finance, the Department of Personnel & Employee Relations, and the City Manager's Office as well as review and approval of the request through the City Manager's Critical Hire Review process.

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

FISCAL IMPACT

All full-time regular, summer and part-time/seasonal positions listed above have been approved for funding in the FY 1984-'85 final budget.

RECOMMENDATIONS

The City Council authorize blanket approval for the Recreation & Leisure Activities Department to fill or refill as required the budgeted part-time/seasonal positions, not to exceed the maximum positions authorized in the FY 1984-'85 budget. Established review and hiring procedures will remain in effect through the City Manager.

Agenda Item

IV. (c) B

ITEM	Council Action	Department Action
IV. (d) DEPARTMENT OF FUNDS COORDINATION - RICHARD B. BLUE, JR., DIRECTOR		
A. APPROVAL OF THE CITY'S TENTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET	Lurie - APPROVED Unanimous	Staff to proceed

NOTE: A verbatim transcript made part of the final minutes.

APPROVED AGENDA ITEM

MP Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 25, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF THE CITY'S TENTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

PURPOSE/BACKGROUND

On May 16, 1984, the Council held the second public hearing concerning the City's Tenth Year Community Development Block Grant Program. After the public hearing, the Council made several motions after consideration of the staff's recommendations.

The meeting was lengthy and there was much discussion as well as a certain amount of confusion as to the actual allocations to some programs.

The net result of your action was to take staff recommendations and add two additional projects: Las Vegas Indian Center in the amount of $33,577.00; and, the Las Vegas Urban League in the amount of $35,310.00. The sum total of these two projects is $68,887.00, to be taken from the City's Housing Assistance Program. The attached budget is a true and accurate accounting of the Tenth Year Program dollars.

FISCAL IMPACT

$2,206,000 Community Development Block Grant Funds

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager that this item be approved; positive action will reduce any further concerns which might arise.

RICHARD B. BLUE, JR., DIRECTOR
DEPARTMENT OF FUNDS COORDINATION

Agenda Item
IV. (d) A.

CITY OF LAS VEGAS
TENTH YEAR
1984-85
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM	AMOUNT ALLOCATED	
ECONOMIC DEVELOPMENT		
1. NEVADA BLACK CHAMBER OF COMMERCE	25,000.00	
2. CET JOB TRAINING	100,000.00	
3. NEIGHBORHOOD COMMERCIAL REVITALIZATION/NEDCO	65,279.00	
4. NEDCO REVOLVING LOAN FUND	150,000.00	
5. URBAN LEAGUE OF SOUTHERN NEVADA	35,310.00	
6. UPTOWN MOTEL RENOVATION	250,000.00	$625,589.00
PUBLIC FACILITIES		
7. EOB SENIOR DAY CARE	40,000.00	
8. AID FOR THE HOMELESS	250,000.00	
9. EOB WESTSIDE SENIOR CENTER	14,945.00	
10. HYDROTHERAPY POOL	50,000.00	
11. OPERATION LIFE PROFESSIONAL BUILDING	63,750.00	$418,695.00
REHAB/HOUSING		
12. MINOR HOME REPAIR SERVICES PROGRAM	38,429.00	
13. COMPREHENSIVE HOUSING PROGRAM	50,381.00	
14. OPERATION LIFE HOUSING LOAN COUNSELING	50,000.00	
15. HOUSING ASSISTANCE PROGRAMS	337,518.00	$476,328.00
SOCIAL SERVICES		
16. SENIOR COMPANION PROGRAM	86,491.00	
17. BOYS & GIRLS CLUBS OF CLARK COUNTY	49,685.00	
18. N.A.L.A. CHILD CARE CENTER	74,435.00	
19. SOCIAL & ECONOMIC REINFORCEMENT	33,577.00	$244,188.00
		$1,764,800.00

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 9:45 A.M. - PAGE IV(d). DEPARTMENT OF FUNDS COORDINATION, RICHARD B. BLUE, JR., DIRECTOR. ITEM A. APPROVAL OF THE CITY'S TENTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET.

MAYOR BRIARE: The next on page 14 is Roman Numeral IV(d). Request for approval of the City's Tenth Year Community Development Block Grant Program Budget.

COUNCILMAN LURIE: Mayor, I'll move for APPROVAL of the Block Grant Program funds. Let the record show that the City did freeze number six on the Uptown Motel Renovation.

MAYOR BRIARE: Also, does this Council have a clarification yet on what the County's final decision was on the hydrotherapy pool for the Help-Them-Walk-Again? It seems there was some confusion of sorts that whatever action we took was going to have a reaction by the County Commission.

RICHARD B. BLUE, JR.: That's correct, Mayor. The action that we took did not alter the County's decision. As you can recall, what the County Commission did is that they provided the Operation Life facility, I believe it was $86,000, provided that the City provided an amount equal to 75% of that $86,000, and that's what we did. If we had not done that, the money to Operation Life would have reverted to the Help-Them-Walk-Again Foundation; so in other words, our action did not change the County's allocation.

MAYOR BRIARE: This amount that is being considered here and that we talked about last week in the amount of $50,000 is going to do nothing for Help-Them-Walk.

COUNCILMAN LURIE: Well, actually, it gives them $50,000. It gives them $25,000 from North Las Vegas and they have to go elsewhere to find the other moneys that they're going to build a pool.

MAYOR BRIARE: I just wonder,Councilman, if it's the desire of this Council to say that the commitment here for this money is on the condition that they underwrite the entire project and not just to be set aside for purposes other than the complete construction of what we appropriated the money for.

RICHARD B. BLUE., JR.: I think that condition was made at the time of the Public Hearing.

MAYOR BRIARE: Any other comments or questions? Did you make a motion?

COUNCILMAN LURIE: Yes.

MAYOR BRIARE: Cast your votes. Post. Motion is APPROVED.

(Voting was unanimous.)

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ITEM	Council Action	Department Action
IV (g) DEPARTMENT OF GENERAL SERVICES DAN R. PILKINGTON, DIRECTOR *CONSENT AGENDA All items listed under Item *A are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Council member or citizen so requests.		
10:32 PURCHASING & CONTRACTS DIVISION *A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS 1. Expendable Asphaltic Concrete Department of Public Services 2. Expendable Crushed Gravel Department of Public Services 3. Expendable Lamps/Luminaire Department of Public Services 4. Expendable Traffic Signal Lamps Department of Public Services 5. Security Services for City Facilities Department of General Services 6. Tree/Stump Removal Services Department of Engineering Services 7. Uniform Rental for Classified Employees Department of General Services	Lurie - APPROVED Items 1 thru 7. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. BID TITLE: ANNUAL ASPHALTIC CONCRETE MATERIAL
BID NUMBER: 84.9999.3

ITEM: EXPENDABLE SUPPLIES
ESTIMATE: $832.00 UNIT PRICE
ANNUAL ESTIMATE: $49,000.00

DEPARTMENT: PUBLIC SERVICES
INVITATIONS MAILED: 28

FUNDING: GENERAL FUND
RESPONSES RECEIVED: 5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE MATERIALS FOR THE DEPARTMENT OF PUBLIC SERVICES TO MAINTAIN AND REPAIR CITY OF LAS VEGAS STREETS.

BID ABSTRACT SUMMARY

LAS VEGAS PAVING	LAS VEGAS	NV	$ 347.50 UNIT PRICE
WELLS CARGO	LAS VEGAS	NV	$ 495.15 UNIT PRICE
NEVADA ROCK AND SAND	LAS VEGAS	NV	$ 614.30 UNIT PRICE
INDUSTRIAL ASPHALT	HENDERSON	NV	$ 908.30 UNIT PRICE
BONANZA MATERIALS	HENDERSON	NV	$1,304.25 UNIT PRICE

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

LAS VEGAS PAVING	LAS VEGAS	NV	$ 347.50 UNIT PRICE
WELLS CARGO	LAS VEGAS	NV	$ 495.15 UNIT PRICE
NEVADA ROCK AND SAND	LAS VEGAS	NV	$ 614.30 UNIT PRICE

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

THE GEOGRAPHICAL AREA OF THE CITY OF LAS VEGAS IS SUCH THAT IT IS IN THE CITY'S BEST INTERESTS TO AWARD MULTIPLE CONTRACTS AND THEN USE THE BIDDER WHO IS CLOSEST TO THE NEEDED WORK SITE WITH PRICE AND OTHER FACTORS CONSIDERED. THIS CONTRACT HAS BEEN AWARDED TO MULTIPLE CONTRACTORS IN THIS MANNER FOR THE PAST FIVE (5) CONSECUTIVE YEARS.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. 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 A PAGE 1
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. BID TITLE:	ANNUAL BASE MATERIAL	BID NUMBER:	84.9999.8
ITEM:	EXPENDABLE SUPPLIES	ESTIMATE:	$7.02 UNIT PRICE
		ANNUAL ESTIMATE:	$45,000.00
DEPARTMENT:	PUBLIC SERVICES	INVITATIONS MAILED:	13
FUNDING:	GENERAL FUND	RESPONSES RECEIVED:	6

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE MATERIALS FOR THE DEPARTMENT OF PUBLIC SERVICES TO MAINTAIN AND REPAIR CITY OF LAS VEGAS STREETS.

BID ABSTRACT SUMMARY

WELLS CARGO	LAS VEGAS	NV	$6.40 UNIT PRICE
BONANZA MATERIALS	HENDERSON	NV	$7.01 UNIT PRICE
NEVADA ROCK & SAND	LAS VEGAS	NV	$7.65 UNIT PRICE
LAS VEGAS PAVING CORP.	LAS VEGAS	NV	$7.67 UNIT PRICE
JOHN H. WESLEY	LAS VEGAS	NV	$6.15 UNIT PRICE (PARTIAL BID)
ARC MATERIALS	NORTH LAS VEGAS	NV	$1.75 UNIT PRICE (PARTIAL BID)

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

WELLS CARGO	LAS VEGAS	NV	$6.40 UNIT PRICE
	ESTIMATED USAGE:		$45,000.00

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. 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 A PAGE 2
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

3. BID TITLE: ANNUAL LAMP CONTRACT — BID NUMBER: 84.9999.46

ITEM: EXPENDABLE SUPPLIES — ESTIMATE: $4,430.00 UNIT PRICE

ANNUAL USAGE: $50,000.00

DEPARTMENT: PUBLIC SERVICES — INVITATIONS MAILED: 19

FUNDING: GENERAL FUND — RESPONSES RECEIVED: 5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE LAMPS THAT FAIL IN SERVICE THROUGHOUT CITY OWNED FACILITIES AND ROADWAYS.

BID ABSTRACT SUMMARY

			BID GROUP I AND II
INGRAM SUPPLY CO.	LAS VEGAS	NV	$4,572.18 UNIT PRICE
LIGHTING DYNAMICS	LAS VEGAS	NV	$4,800.33 UNIT PRICE
RK SALES AND SERVICE	LAS VEGAS	NV	$5,034.00 UNIT PRICE
AMFAC, INC.	LAS VEGAS	NV	$5,472.06 UNIT PRICE
GROVE MADSEN INDUSTRIES	LAS VEGAS	NV	$6,025.68 UNIT PRICE

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

INGRAM SUPPLY COMPANY	LAS VEGAS	NV	$4,572.18 UNIT PRICE BID GROUPS I AND II
	ESTIMATED ANNUAL USAGE:		$50,000.00

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. 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 A PAGE 3
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

0129

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

4. BID TITLE: REPLACEMENT TRAFFIC LAMPS — BID NUMBER: 84.9999.68

ITEM: EXPENDABLE SUPPLIES — ESTIMATE: $13,430.00

DEPARTMENT: PUBLIC SERVICES — INVITATIONS MAILED: 18

FUNDING: GENERAL FUND — RESPONSES RECEIVED: 2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE BURNED-OUT LAMPS IN TRAFFIC SIGNALS THROUGHOUT THE CITY OF LAS VEGAS.

BID ABSTRACT SUMMARY

			BID GROUP I	BID GROUP II
LIGHTING DYNAMICS	LAS VEGAS	NV	$10,180.00	$372.00
DURO-TEST	NORTH BERGEN	NJ	$14,350.00	$465.00

RECOMMEND REJECTION OF LIGHTING DYNAMICS BID FOR BID GROUP I FOR FAILURE TO BID LAMP AS SPECIFIED IN BID DOCUMENTS.

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

DURO-TEST	NORTH BERGEN	NV	$14,350.00 BID GROUP I ONLY
LIGHTING DYNAMICS	LAS VEGAS	NV	$ 372.00 BID GROUP II ONLY

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

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

RECOMMENDATIONS

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

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

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 4
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

0130

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

5.	BID TITLE:	SECURITY SERVICES	BID NUMBER:	84.9999.74
	ITEM:	SERVICES	ESTIMATE:	$43,500.00
	DEPARTMENT:	GENERAL SERVICES	INVITATIONS MAILED:	20
	FUNDING:	GENERAL	RESPONSES RECEIVED:	13

NEED FOR PURCHASE

THE NEED FOR THIS SERVICE STEMS FROM A REQUIREMENT TO PHYSICALLY PROTECT CITY PROPERTY DURING OFF-DUTY HOURS AT 3100 EAST BONANZA ROAD.

BID ABSTRACT SUMMARY

DUBER SECURITY	LV	NV	$39,156.96	QUICK GUARD SECURITY	LV	NV	$41,915.44
UNIVERSAL SECURITY	LV	NV	$39,627.92	SPECIALIZED SECURITY	LV	NV	$42,050.00
BURNS INTERNATIONAL	RENO	NV	$39,829.76	NEVADA SECURITY	LV	NV	$42,050.00
C.B.A. SECURITY	LV	NV	$40,368.00	PINKERTON'S	LV	NV	$42,722.80
MASTER SECURITY	LV	NV	$40,368.00	COLT PROTECTIVE	LV	NV	$43,732.00
HOLMAN SECURITY	LV	NV	$41,713.60	GUARD MARK	BAKERSFIELD	CA	$43,799.28
AMERICAN SECURITY	LV	NV	$41,818.16				

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

DUBER SECURITY LAS VEGAS NV $39,156.96

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. 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 A PAGE 5
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

6. BID TITLE: TREE REMOVAL — BID NUMBER: 84.9999.89

ITEM: SERVICE — ESTIMATE: $1,385.00 TOTAL UNIT PRICE

DEPARTMENT: ENGINEERING SERVICE — INVITATIONS MAILED: 11

FUNDING: GENERAL FUND — RESPONSES RECEIVED: 3

NEED FOR PURCHASE

THE NEED FOR THIS SERVICE STEMS FROM THE CITY'S ONGOING RESPONSIBILITY TO PROVIDE LABOR AND MATERIAL FOR THE REMOVAL OF TREES THAT ARE CAUSING, OR COULD CAUSE, DAMAGE IN THE CITY OWNED RIGHT-OF-WAY.

BID ABSTRACT SUMMARY

			TOTAL UNIT PRICE
GUSKI TREE SERVICE	LAS VEGAS	NV	$1,140.00
BOB'S QUALITY TREE SERVICE	LAS VEGAS	NV	$1,170.00
NEILSON TREE SERVICE	LAS VEGAS	NV	$1,460.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

GUSKI TREE SERVICE	LAS VEGAS	NV	$ 1,140.00
	ESTIMATED ANNUAL USAGE:		$10,000.00

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

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

RECOMMENDATIONS

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

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

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 6
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MAY 24, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - JUNE 6, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

7. BID TITLE: TWO-YEAR UNIFORM RENTAL CONTRACT, 11-1-84 - 10-31-86
BID NUMBER: 84.9999.94

ITEM: SERVICE
ESTIMATE: $149,396.00

DEPARTMENT: GENERAL SERVICES
INVITATIONS MAILED: 6

FUNDING: GENERAL FUND
RESPONSES RECEIVED: 4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY DUE TO THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS EMPLOYEES' ASSOCIATION AND THE CITY OF LAS VEGAS, WHEREBY CERTAIN CITY EMPLOYEES ARE FURNISHED WORK CLOTHES ON A RENTAL BASIS.

BID ABSTRACT SUMMARY

			COST PER UNIFORM CHANGE	
MISSION INDUSTRIES	LAS VEGAS	NV	(.625)	$109,850.00
BOULDER CITY LINEN	BOULDER CITY	NV	(.97)	$170,487.20
LAS VEGAS LAUNDRY	LAS VEGAS	NV	(1.00)	$175,760.00
WORK CLOTHES RENTAL	HENDERSON	NV	(1.10)	$193,336.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

MISSION INDUSTRIES	LAS VEGAS	NV	$109,850.00

FISCAL IMPACT

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

RECOMMENDATIONS

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

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

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 7
IV (g)

AGENDA

City of Las Vegas

June 6, 1984

Page 16

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

ITEM	Council Action	Department Action
IV (i). DEPARTMENT OF ENGINEERING SERVICES C. E. GILPIN, DIRECTOR *CONSENT AGENDA All matters listed under Items A, B, and C, 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.		
0:32 *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. Alpine Court (Commercial condominium). (Allen G. and Brenda S. Nel - property generally located on the north side of Alpine Place, west of Decatur Blvd., No. of acres: 2.5, No. of lots: 34, Zoned P-R) 2. Duncan Court, a Condominium Conversion. (Alpha Investments - property generally located on the northeast corner of Duncan Drive and Edward Avenue, No. of acres: 1.02, No. of lots: 24, Zoned R-3) 3. Tonopah Village. (Robert L. Conn - property generally located south of Washington Avenue, on the west side of Tonopah Drive, No. of acres: 5.0, No. of lots: 85, Zoned RPD-17) 4. Desertwind. (Cody Bob Byrd - property generally located on the south side of Owens Ave., west of Nellis Blvd., No. of acres: 1.67, No. of lots: 8, Zoned R-3)	Lurie - APPROVED ITEMS A1-4, B-1, C1-2, D-1, D-2, AND D-3, as recommended. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

CITY 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 subdivision have been completed in accordance with agreements and City standards except for the final correction list. 1. Lewis Homes-Rainbow Park #3. (Lewis Homes of Nevada - property generally located west of Rock Springs Drive, south of Vegas Drive, No. of acres: 5.1, No. of lots: 31, Zoned R-CL)	Lurie - APPROVED Items A1-4, B-1, C1-2, D-1, D-2, and D-3, as recommended. Unanimous	Staff to proceed
*C ACCEPTANCE OF RIGHT OF WAY ITEMS 1. Grant, Bargain and Sale Deed From: City Federal Savings & Loan Association To: City of Las Vegas For: Portion of Lot 100C of Vegas Heights Tract Unit No. 4 Highland Ave. project (1/31/84) Previously recorded as Document No. 1880410 in Book 1921, Office of the Clark County Recorder, Nevada on May 14, 1984	Lurie - APPROVED Items A1-4, B-1, C1-2, D-1, D-2, and D-3, as recommended. Unanimous	Staff to proceed
2. Quitclaim Deed From: James M. Tighi and Alwine Tighi, husband and wife as joint tenants To: City of Las Vegas For: Portion of Government Lot 10, Sec. 2, T21S, R60E, M.D.M. 1/4 cul-de-sac for Holmby Ave. (5/17/84)	APPROVED See Above	See Above

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

June 6, 1984

CITY COUNCIL

Page 18

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM	Council Action	Department Action
IV (i). DEPARTMENT OF ENGINEERING SERVICES (Continued)		
D. REPORTS/ACTION		
1. Traffic signal installation and maintenance agreement with County of Clark for the intersection of Oakey Blvd. and Jones Blvd.	Lurie - APPROVED Items A1-4, B-1, C1-2, D-1, D-2, and D-3, as recommended. Unanimous	Staff to proceed
2. Request from Kalman Krause (The Sofa Factory) for an Encroachment Agreement at 1600 So. Decatur Blvd.	Lurie - APPROVED Items A1-4, B-1, C1-2, D-1, D-2, and D-3, as recommended. Unanimous	Staff to proceed
3. Request for release of bond - Charleston Heights 58-A.	Lurie - APPROVED Items A1-4, B-1, C1-2, D-1, D-2, and D-3, as recommended. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

0136

Date: May 23, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT WITH COUNTY OF CLARK FOR THE INTERSECTION OF OAKEY BLVD. AND JONES BLVD.

PURPOSE/BACKGROUND

The County of Clark has indicated that they have funds to share one-half (1/2) of the cost to complete the installation of the traffic signal at the intersection of Oakey Blvd. and Jones Blvd.

The underground installation was funded by the Regional Transportation Commission when Jones Blvd. was reconstructed in 1983.

City forces will install and maintain the signal. By the attached agreement the County agrees to reimburse the City for one-half (1/2) of the cost of installation, operation, maintenance and power. The City Attorney's office has reviewed the agreement and finds it acceptable.

FISCAL IMPACT

The estimated cost of the installation is $30,000. $15,000 County's share, $15,000 City's share. Estimated cost of operation, maintenance and power is $3900 per year. Funds are available in the Traffic Engineering Budget.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the Mayor, City Clerk and City Attorney to execute the agreement.

C. E. GILPIN
Director of Engineering Services

Agenda Item 6/6/84

IV (i). D. 1.

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 1984, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter called "CITY"), and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter called "COUNTY"):

W I T N E S S E T H

RECITALS

WHEREAS, CITY will install a traffic signal system at the intersection of Jones Boulevard and Oakey Boulevard to be funded by COUNTY and CITY, each sharing equally at a total estimated cost of such installation in the amount of Thirty Thousand Dollars ($30,000). Both the CITY AND COUNTY will be benefitted by such installation and the maintenance of said signal upon the terms and conditions hereinafter set forth.

WHEREAS, upon the installation of the traffic signal system herein to be installed by CITY, maintenance subsequent to installation shall be performed by CITY, and the costs of such maintenance shall be shared equally by CITY and COUNTY as provided herein.

NOW THEREFORE, it being the purpose of the parties hereto to provide for the installation and maintenance of the traffic signal system at the above location, the parties have now reduced to writing their understanding and agreement with respect thereto as hereinafter stated:

ARTICLE I. COUNTY AGREES

1. To approve, and does hereby approve, the installation of the traffic signal system.

2. Upon the completion of the installation of such system, to reimburse CITY for one-half (1/2) of the costs of such installation, which costs are presently estimated to be $30,000.

3. Thereafter, to reimburse CITY for one-half (1/2) of the annual costs of maintaining such system.

CITY AGREES

In consideration of the covenants of COUNTY hereinabove set forth, and of the faithful keeping and performance thereof, CITY agrees:

1. To install the proposed traffic signal system in accordance with the plans therefore approved by COUNTY and to assume one-half (1/2) of the costs of such installation.

2. To operate, service, and maintain said traffic signal system upon completion of the installation in a manner satisfactory to both parties and to assume one-half (1/2) of the costs of such operation and maintenance.

ARTICLE III IT IS MUTUALLY AGREED

1. All maintenance work and service contemplated by this Agreement shall be done in a good and workmanlike manner and to the satisfaction of both parties hereto.

2. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first hereinabove written.

CITY OF LAS VEGAS

William H. Briare, Mayor

COUNTY OF CLARK
THALIA DONDERO

By
Thalia Dondero, Chairman,
Board of County Commissioners

Attested:

Carol Ann Hawley, City Clerk

Loretta Bowman, County Clerk

Approved as to legality and form:

GEORGE F. OGILVIE
City Attorney

Approved as to legality and form:

MELVIN R. WHIPPLE
Deputy District Attorney

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 23, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM KALMAN KRAUSE (THE SOFA FACTORY) FOR AN ENCROACHMENT AGREEMENT AT 1600 SO. DECATUR BLVD.

PURPOSE/BACKGROUND

This request is for landscaping and a block planter on Doe Ave.

The location of this property is the southwest corner of Decatur Blvd. and Doe Ave.

The block planter and landscaping area will be at the back of sidewalk, and will be a maximum of 5 feet wide.

The landscaping will be maintained by a permanent sprinkler system.

The owner has signed an Encroachment Agreement which has conditions of liability, maintenance and removal.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council approve the encroachment and authorize the Mayor to execute the agreement.

C. E. GILPIN
Director of Engineering Services

Agenda Item 6/6/84

IV (i). D. 2.

10870 Spencer
Fountain Valley, California 92708
May 11, 1984

City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, Nevada 89101

REFERENCE: Sofa Factory
1600-1604 South Decatur
Las Vegas, Nevada

Gentlemen:

We request an encroachment into the public right-of-way extending from the intersection of South Decatur and Doe, from the Northeast corner of the property described as 1600-1604 South Decatur Westerly 179.72± to West property line of subject property. The encroachment into public right-of-way is 5'0" in width at back of sidewalk Westerly on Doe extending from the East property line to the West property line.

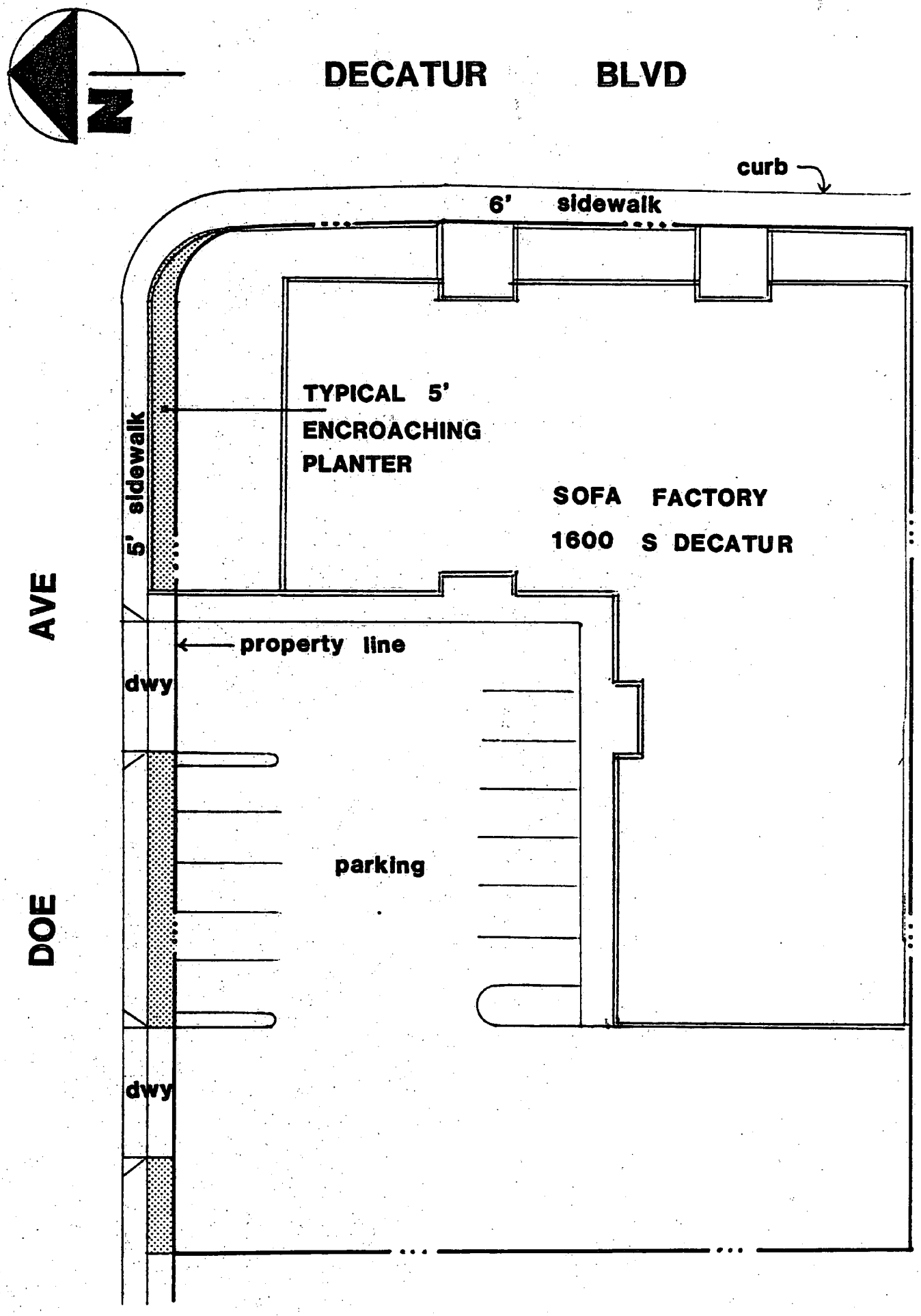
The encroachment will be used and maintained as a landscaped area with a permanent automatic sprinkler system as previously reviewed by the Cith Planning Department.

Sincerely,

THE SOFA FACTORY

By: Kalman Krause
KALMAN KRAUSE

COD/kc


N
DECATUR BLVD
curb
6' sidewalk
TYPICAL 5' ENCROACHING PLANTER
5' sidewalk
SOFA FACTORY
1600 S DECATUR
AVE
property line
dwy
parking
DOE
dwy

City of Las Vegas

AGENDA DOCUMENTATION

0142

Date: May 23, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FOR RELEASE OF BOND - CHARLESTON HEIGHTS 58-A

PURPOSE/BACKGROUND

We have received a letter from Becker & Sons requesting the City Council authorize release of the bond for Charleston Heights 58-A (property generally located north of Vegas Drive, west of Torrey Pines Drive). This is an R-1 subdivision which originally was to have 107 units. The developers constructed 57 houses and now intend to sell the remaining 50 lots. The offsite improvements originally bonded for are now complete except for sidewalks adjacent to the 50 vacant lots.

The developer proposes to insert a clause into the Grant, Bargain and Sale Deeds for the undeveloped lots, requiring the buyer(s) to install sidewalks at the time of development.

This process was used to release the bond on Charleston Heights 51-G. Charleston Heights 51-G had 5 lots remaining to be built on. This tract has 50.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize release of the bond.

C. E. GILPIN
Director of Engineering Services

Agenda Item 6/6/84

IV (i). D. 3.

ERNEST A. BECKER ENTERPRISES

50 South Jones Boulevard • Suite 100 • Las Vegas, Nevada 89107-2699
(702) 878-1903 • (800) 634-6105

May 11, 1984

Mr. Gil Gilpan
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

RE: Charleston Heights 58-A

Dear Mr. Gilpan:

We would like to have the bond for the above captioned tract released. This subdivision encompassed 107 lots on which we have built 54 houses. We do not plan to build on the remaining 53 lots but plan to sell them to other builders.

We prefer to not cut the driveways and install the sidewalks at this time as when the lots are sold in the future, we would probably have to meet different requirements which would create costly changes. In addition, the work would be damaged by construction people driving over the walks etc.

We would appreciate the bond being released at this time and when a house is to be built on one of the lots, we will just take out a permit for the sidewalk at that time.

When a lot is sold, a clause requiring the buyer to install sidewalks at the time of development will be included on the Grant, Bargain and Sale Deed. This clause will be the same clause prepared by the City Attorney's office in May, 1983, in conjunction with Charleston Heights 51-G.

Your cooperation in the release of this bond is greatly appreciated. If you have any questions, please do not hesitate to call.

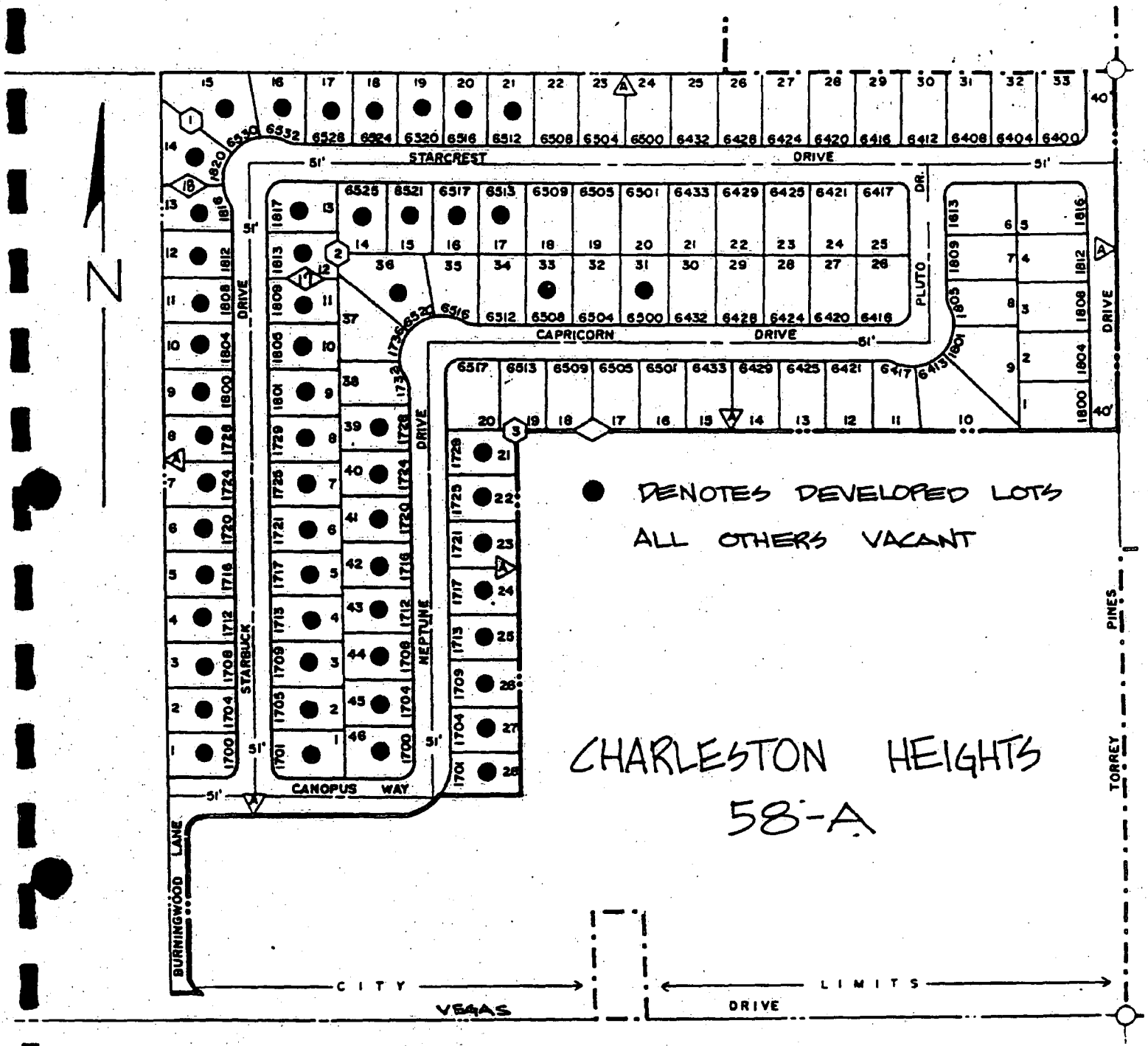
Yours truly,

BECKER & SONS

Ernest A. Becker, Jr.
Agent

ERNEST A BECKER
BETTY W BECKER
ERNEST A BECKER JR
HARRY W BECKER
RANDALL L BECKER
BRUCE F BECKER

aa


N
STARCREST DRIVE
CAPRICORN DRIVE
PLUTO DR.
STARBUCK DRIVE
NEPTUNE DRIVE
CANOPUS WAY
BURNINGWOOD LANE
PINES DRIVE
TORREY PINES
CITY LIMITS
LAS VEGAS
● DENOTES DEVELOPED LOTS
ALL OTHERS VACANT
CHARLESTON HEIGHTS
58-A

0145

AGENDA

City of Las Vegas

June 6, 1984

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

	ITEM	Council Action	Department Action
	V. GEORGE F. OGILVIE - CITY ATTORNEY		
10:33	A. Resolution Approving the Location and Design of a Federal-Aid Secondary Highway From the Intersection of Blue Diamond Road with the Pahrump Valley Road through the Blue Diamond-Red Rock Canyon Area to the Intersection of Charleston and Rainbow Boulevards.	Levy - Resolution ADOPTED Unanimous (Lurie excused)	Staff to proceed
10:34 to 10:47 11:19 to 11:25	B. Consideration of and Action on Bids Re: Lease of Ogden Avenue Parking Facility	Levy - APPROVED $360,000 per year lease for 50-year period. Unanimous	Staff to proceed Atty. Grant Sawyer and Andrew Tompkins, 2716 Alta Drive, appeared.
	C. Approval of Form and Execution By Mayor of Lease With Successful Bidder Re: Ogden Avenue Parking Facility	Nolen - APPROVED Unanimous	Staff to proceed
11:50	D. *Set Date for First Regular Meeting in July *To be considered after the adoption of Bill No. 84-24.	July 5, 1984, Thurs., will be first meeting in July due to Fourth of July holiday.	

City of Las Vegas

0146

AGENDA DOCUMENTATION

Date: June 1, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Resolution Approving the Location and Design of Blue Diamond Road

PURPOSE/BACKGROUND

The Nevada Department of Transportation has approved the location and design of improvements to Blue Diamond Road from its intersection with the Pahrump Valley Road through the Blue Diamond-Red Rock Canyon Area to the intersection of Charleston and Rainbow Boulevards and has requested the City of Las Vegas to approve such location and design.

The Resolution which is before you complies with that request.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve the attached Resolution and authorize the Mayor to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-A

RESOLUTION OF APPROVAL BY THE
CITY COMMISSION OF THE CITY OF LAS VEGAS
FOR THE LOCATION AND DESIGN OF A
FEDERAL-AID SECONDARY HIGHWAY

WHEREAS, the provisions of NRS 408.100 declare in general terms the policy of the legislature of the state of Nevada and state that for the preservation of the public safety and the promotion of the general welfare, the improvement and development of transportation facilities in the state is necessary; and

WHEREAS, the provisions of NRS 408.290 provide that the department may supplement the state highway system by establishing new routes into or in the vicinity of municipalities and metropolitan areas with the approval of the board of county commissioners of the county in which such additions may be proposed and with the approval of the city council of any incorporated city directly affected thereby, if the department determines such additions to be necessary; and

WHEREAS, the Department of Transportation has proposed a new route in the county of Clark and city of Las Vegas along a general alignment as shown on the map attached hereto, and more particularly described as a portion of a federal-aid secondary highway known as SR 159, Blue Diamond Road in Las Vegas, Clark County, Nevada, more particularly described as follows: Situate, lying and being in the City of Las Vegas and the County of Clark, State of Nevada, and more particularly described as being State Route 159, Blue Diamond Road, more fully described as follows, to wit:

SR 159 from the intersection of SR 159 with State Route 160 northwesterly, northerly, northeasterly and easterly a distance of approximately 21.76 miles to an intersection with Rainbow Boulevard;

and

WHEREAS, the department has held public hearings pertaining to the location and design of the proposed project; and

WHEREAS, it has been determined that the improvement of a portion of said highway as hereinbefore described will be of material benefit to the residents of the City of Las Vegas and Clark County and to the public in general by providing a better and safer means of transportation because of such improvement.

This resolution of approval is effective as to the proposed location and design of the federal-aid secondary highway insofar as the city has jurisdiction thereof.

NOW THEREFORE, BE IT RESOLVED by the city commission of the city of Las Vegas, that pursuant to the said NRS 408.290 hereinbefore mentioned, approval is hereby given to the location and design of the hereinbefore-described federal-aid secondary highway.

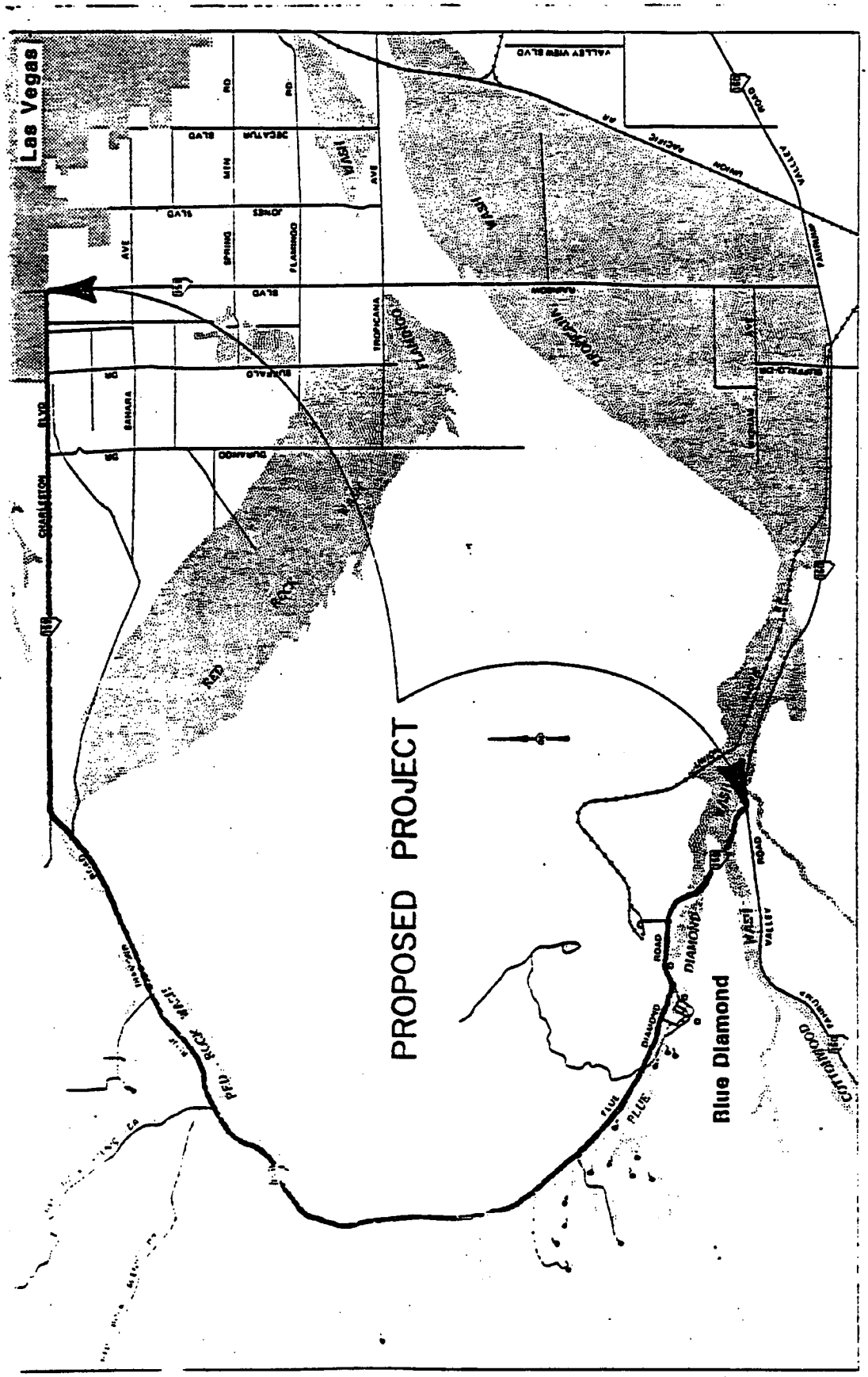
DATED this 6th day of June, 1984.

ATTEST:

Carol A. Harley
City Clerk

CITY COMMISSION OF THE CITY OF LAS VEGAS

William H. Briare
Mayor


Las Vegas
PROPOSED PROJECT
Blue Diamond

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Consideration of and action on bids re: Lease of Ogden Avenue Parking Facility

PURPOSE/BACKGROUND

The bids with respect to the proposed lease of the City's Ogden Avenue Parking Facility were opened on Wednesday, May 30, 1984, and the attached bid of Andrew Tompkins was the only bid which was submitted. You will note that the bid of Mr. Tomppkins contemplates a gross unadjusted rental in the amount of $15,000,000.00, or $300,000.00 per year, over the 50 year term of the lease.

The bid of Mr. Tompkins meets all of the technical requirements of the bid documents.

FISCAL IMPACT

If the bid of Mr. Tompkins is accepted, it will result in additional revenues to the City in the gross unadjusted amount of $15,000,000.00, or $300,000.00 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 Mr. Tompkins or to enter into negotiations with him for a higher rental.

Agenda Item

V-B

B I D F O R M

Place: CITY OF LAS VEGAS

Date: May 22, 1984

Bid No. 84.1230.6

Bid of ANDREW TOMPKINS hereinafter called "BIDDER", ~~a corporation organized and existing under the laws of the State of~~ ~~a partnership, an~~ individual doing business as (an individual) *.

To: THE CITY OF LAS VEGAS, NV

The Bidder, in compliance with your Invitation to Bid for the lease of the Ogden Avenue Parking Facility, having carefully read the attached INDENTURE OF LEASE AGREEMENT, and related documents, having visited the site of the Ogden Avenue Parking Facility and being familiar with all of the conditions surrounding the proposed lease of the Ogden Avenue Parking Facility, hereby proposes to lease the Ogden 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

Addendum #2

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 bids.

*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, of Proposed Indenture of Lease	OGDEN AVENUE PARKING FACILITY	

$ Fifteen Million and no/100 (WRITTEN)

$ 15,000,000 * (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.

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 5/29/84

Name of Bidder, Corporation

ANDREW TOMPKINS
Firm, or Individual

By Andrew Tompkins

ANDREW TOMPKINS
Typed or Printed

PHONE NUMBER (702) 384-4680
AREA CODE

0154

COMPANY NAME: Andrew Tompkins (as an individual)
ADDRESS: P.O. Box 1060
CITY/STATE: Las Vegas, Nevada ZIP CODE 89101

DATE SUBMITTED: May 30, 1984

PERSONNEL – OWNERSHIP AND/OR SUPERVISORY

Submit a list of Person(s) of firm ownership and supervisory capacity, including title, length of employment and what capacity these individuals v performing in during the term of the proposed contract.

Name	Title	Management or Ownership	Capacity to be performed during the Term of the Proposed Contract
Andrew Tompkins	(as an individual)	Owner/Manager	Owner/Manager

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO:
The City Council

FROM:
George F. Ogilvie
City Attorney

SUBJECT:
Approval of Form and Execution by Mayor of the Successful Bidder Re: Ogden Avenue Parking Facility

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 4, 1984, the City Council approved the form of the Indenture of Lease to be used in connection with the leasing of the City's Ogden Avenue Parking Facility. As a result of comments which were filed by perspective bidders and discussions which took place at the pre-bid conference on Friday, May 18, 1984, certain revisions were made in the Indenture of Lease, as it was previously approved. These revisions are indicated on the draft which is before you, and deal mainly with the right of the Lessee to sign the Lease under certain circumstances.

FISCAL IMPACT

The amount of money which the proposed Lease will generate for the City over the 50 year Lease term is dependent upon the amount of the successful bid, as accepted by the City Council.

RECOMMENDATIONS

It is recommended that the Indenture of Lease, in substantially the form presented herewith, be approved and the Mayor be authorized to execute the same on behalf of the City.

DISPOSITION
Approved ☐
Disapproved ☐
Held ☐

Status Due:_____

Agenda Item
V-C

INDENTURE OF LEASE

THIS INDENTURE OF LEASE, made and entered into this 6th day of June, 1984, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and Andrew Thompkins (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 333 East Ogden 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 222 East Carson 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, and such operation, if it remains the responsibility of Lessor, will 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.

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 333 East Ogden 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 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 or, if Lessor has theretofore exercised the option which is provided for in paragraph (2) of subsection (a) of Section 5 hereof, below eighty percent (80%) of the number of the parking spaces remaining immediately following Lessor's exercise of such option.

Section 2. TERM AND DELIVERY. The term of this Lease shall be for fifty (50) years, commencing on the 1st day of July, 1984, and ending on the 30th day of June, 2034. Should Lessor be unable to deliver possession of the Demised Premises on or before July 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 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 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. The total rent for the term of this Lease shall be Eighteen Million and No/100ths Dollars ($18,000,000.00) 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 in annual installments, in advance, in the sum of Three Hundred Sixty Thousand and No/100ths Dollars ($360,000.00) each, the first such installment to be due and payable on July 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 Eighteen Million and No/100ths Dollars ($18,000,000.00) provided above shall be subject to any adjustment as provided for in Section 4 hereof.

Section 4. ADJUSTMENT OF RENTAL. Lessor shall have the right to increase the rental to be paid by Lessee commencing on July 1, 1989, or, if a date later than July 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 July 1, 1989, to June 30, 1994, for July 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 July 1, 1994, to June 30, 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 July 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. OPTION TO RESERVE PORTIONS OF DEMISED PREMISES FOR USE BY LESSOR.

(a) Option to reserve. 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, for use in connection with Lessor's overall downtown transportation plan, which are indicated in:

(1) Red on Exhibit "B" hereto. In the event of the exercise by Lessor of said option to occupy the portion of the Demised Premises which is described in this paragraph (1), Lessee shall have, and is hereby granted, an easement for ingress to and egress from the Demised Premises over and across the parcel of land which is described in Exhibit "C," attached hereto and by this reference made a part hereof; provided, however, that if the entrance to the Demised Premises is relocated and said described easement therefore becomes unnecessary for ingress to and egress from the Demised Premises, said described easement shall automatically be extinguished and the right to occupy and use the same shall revert to Lessor as if said described easement had never existed.

(2) Blue on 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. In the event of the exercise by Lessor of said option to occupy the portions of the Demised Premises described in this paragraph (2), 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 or, if Lessee has theretofore exercised the option which is provided for in subsection (c) of Section 1 above, below eighty percent (80%) of the number of parking spaces remaining immediately following Lessee's exercise of such option.

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 use, alteration or modification of the above-described portions of the Demised Premises.

(b) Reduction in rent. In the event that Lessor shall exercise the option which is provided for in paragraph (2) of subsection (a) 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 or, if Lessor has theretofore exercised the option which is provided for in paragraph (2) of subsection (a) of Section 5 above, below eighty percent (80%) of the number of parking spaces remaining immediately following Lessor's exercise of such option. 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.

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 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 sidewalks 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 untenantable 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 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 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, constructon 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 unuseable thereby bears to the total square footage of the existing building on the effective date hereof. For purposes of this subsection, "substantially unusabale" 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 or, if Lessor has theretofore exercised the option which is provided for in paragraph (2) of subsection (a) of Section 5 above, below eighty percent (80%) of the number of parking spaces remaining immediately following Lessor's exercise of such option 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 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 July 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 such security to the original amount of such security deposit, and Lessee's failure to do so within thirty (30) days after receipt of such demand shall constitute a breach of this Lease. Should Lessee comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as the same falls due, and all other sums payable by Lessee to Lessor hereunder, Lessee shall have the right, provided that it is not then in default of any of the terms, covenants or conditions of this Lease, to have Lessor apply such security deposit, or so much thereof as shall then remain, toward the payment of the final annual installment of rent due hereunder, whether at the end of the term of this Lease or on the earlier termination of this Lease pursuant to the provisions of Section 13, 26 or 35 hereof.

Lessor shall invest the security deposit provided for herein in an interest-bearing account or securities, and all interest

received by Lessor therefrom shall be promptly paid to Lessee so long as Lessee is not in default of any of the terms, covenants and conditions of this Lease.

Section 28. RIGHT OF LESSOR TO SELL OR CONVEY DEMISED PREMISES.

(a) Effect of sale. Lessor shall have the right, at any time during the term hereof, to sell or convey the Demised Premises, and, in the event of any such sale or conveyance, the same shall be made subject to this Lease and, upon compliance by Lessor with Section 29 hereof, shall operate to release Lessor from any further liability under any of the terms, covenants and conditions contained in this Lease, whether express or implied, and, in such event, Lessee shall look solely to the responsibility of the successor in interest in and to this Lease.

(b) Attornment by Lessee. Upon any such sale, Lessee shall attorn to and recognize the purchaser as the successor lessor hereunder and shall execute and deliver thereto such instruments as such successor lessor may reasonably request to evidence such attornment; provided, however, that, upon such attornment, this 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-disburbance 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.

(a) Prohibition against assigning and subleasing. Except as otherwise provided in subsection (b) of this Section, 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.

(b) Assignment to related corporation; assignment in event of death of Lessee. Lessee may, without the consent of Lessor, assign this Lease to a corporation of which one-half (½) or more of the outstanding voting stock is owned by Lessee; provided, however, that, if the prior written consent to such assignment is not obtained from Lessor, Lessee shall remain liable for the payment of all sums required of Lessee hereunder and for the performance of all of Lessee's other obligations and duties hereunder until such consent is obtained. Additionally, in the

event of the death of Lessee during the term hereof, this Lease shall automatically be assigned to Lessee's personal representative, and, thereafter, such personal representative may without the consent of Lessor, assign this Lease to any responsible assignee. Upon such assignment by Lessee's personal representative, Lessee's estate shall be relieved of any further liability, obligation or duty hereunder.

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 shall have been paid in advance, Lessor shall refund the same for the unexpired 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 Lessee 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:

Andrew Thompkins
c/o Lady Luck Hotel and Casino
206 North Third 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.

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 G. Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS

By William H. Briare
WILLIAM H. BRIARE, Mayor

"LESSOR"

6-6-84

WITNESS:

Barbara J. Richards

Daniel M. Ruff

Andrew Thompkins
ANDREW THOMPKINS

"LESSEE"

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 6th day of June, 1984, personally appeared before me, a Notary Public, WILLIAM H. BRIARE and CAROL ANN HAWLEY who acknowledged that they executed the foregoing instrument.

Linda M. Owens
NOTARY PUBLIC in and for said County and St

LINDA M. OWENS
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Aug. 12, 1984

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On the 6th day of June, 1984, personally appeared before me, a Notary Public, Andrew Tompkins who acknowledged that he executed the above instrument.

Karen A. Hayes
NOTARY PUBLIC in and for said County and State

KAREN A. HAYES
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Oct. 1, 1984

NO. 84-05-01

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

Tax Parcel No. 2-404-01 Document No

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

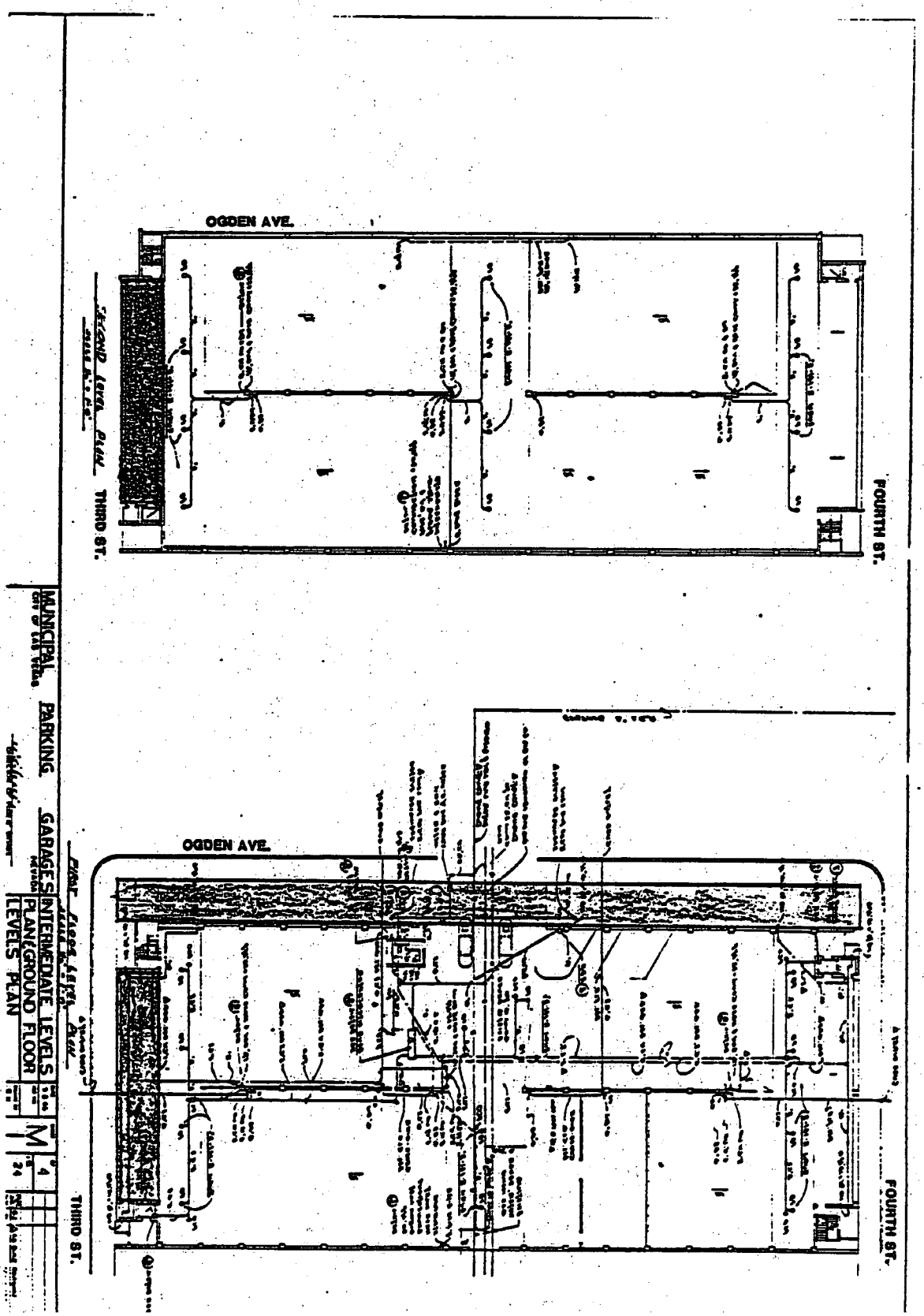
Section

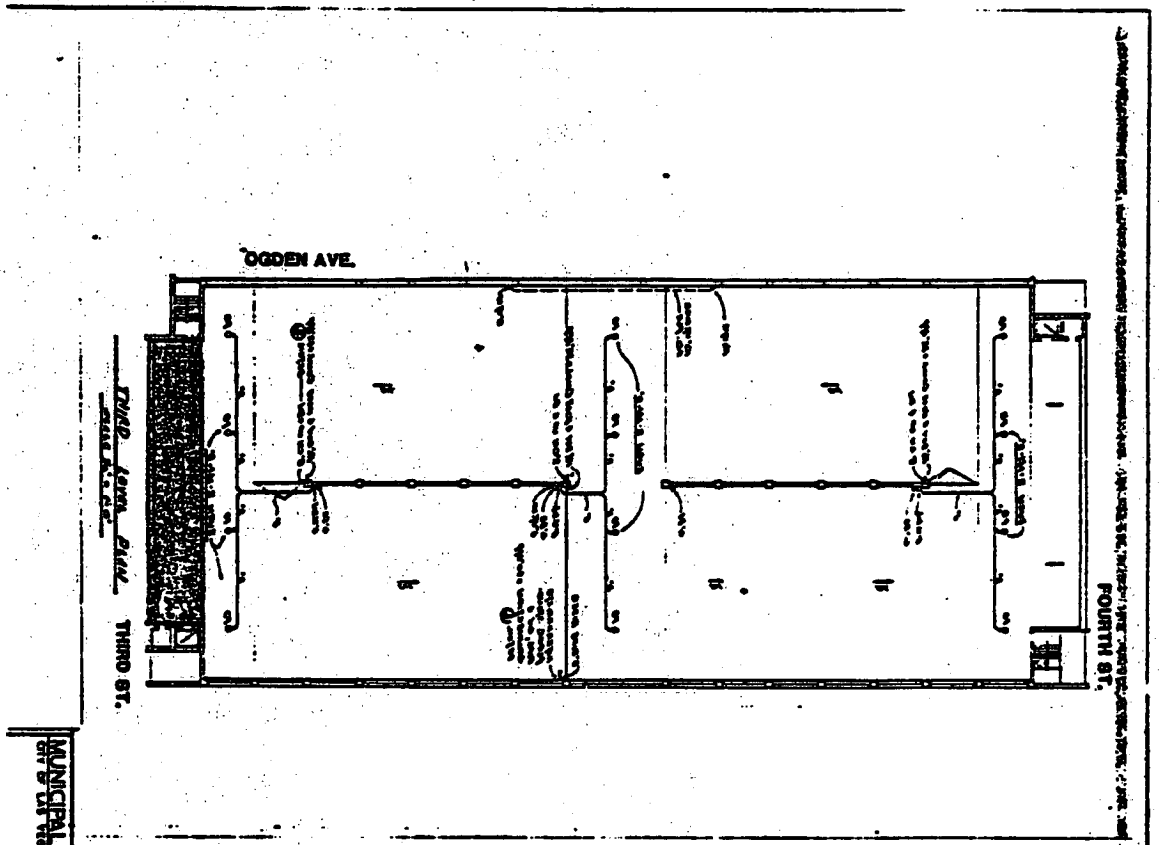
Street/Subdivision Ptn. Block 31, Clark's L.V. Townsite

Requested cdp Written bb 5-1-84 Checked jdw 5-1-84 Proofread

That portion of Block 31 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:

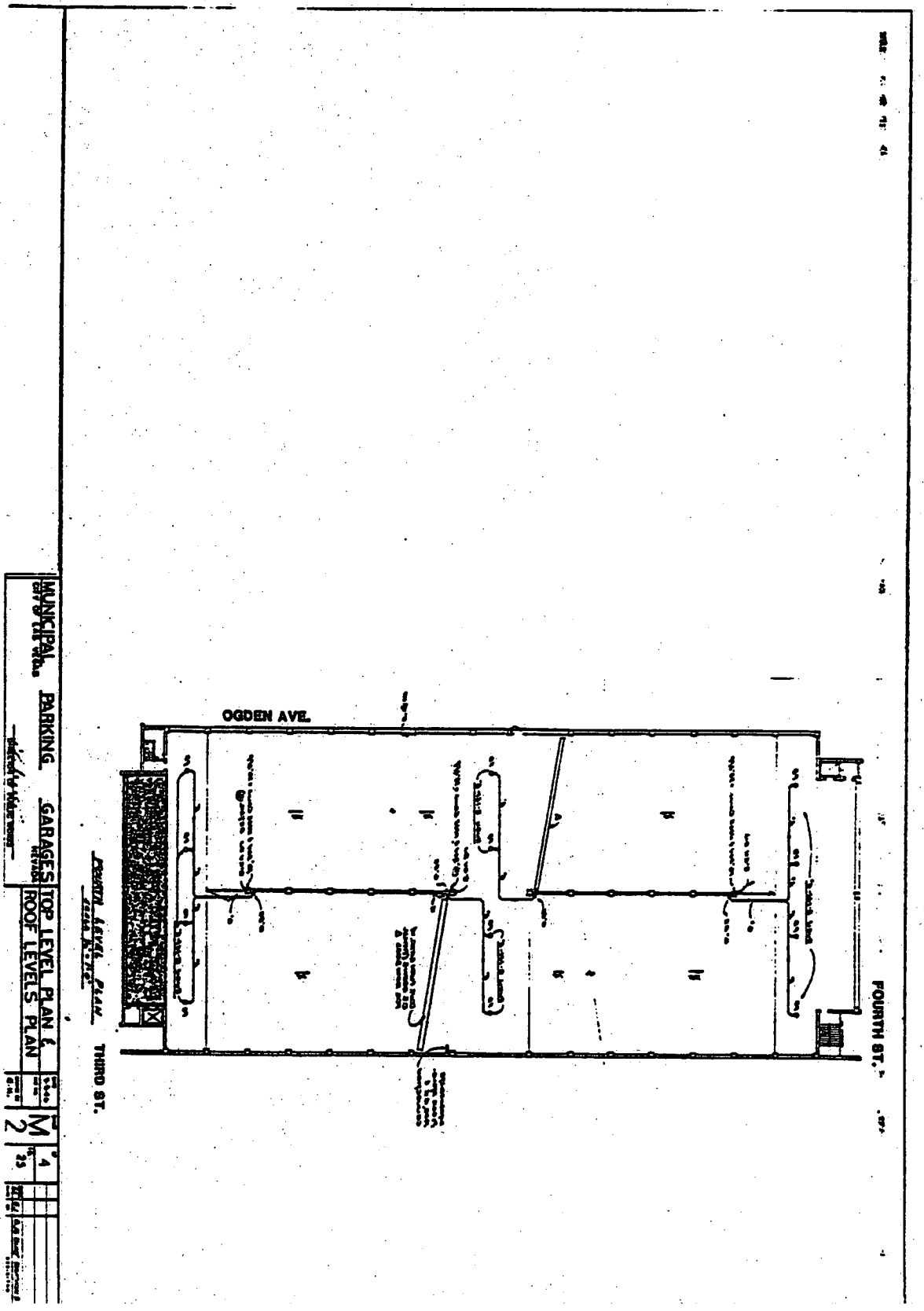
BEGINNING at the Northwesterly corner of Block 31 of said CLARK'S LAS VEGAS TOWNSITE; thence along the Northeasterly line of said Block 31, South 62°15' East a distance of 300 feet to the Northeasterly corner of said Block 31; thence along the Southeasterly line of said Block 31, South 27°45' West a distance of 150 feet to the Southeasterly corner of Lot 27 of said Block 31; thence along the Southwesterly line of said Lot 27, the Northwesterly prolongation of said Southwesterly line and the Southwesterly line of Lot 6 of said Block 31, North 62°15' West a distance of 300 feet to the Southwesterly corner of said Lot 6; thence along the Northwesterly line of said Block 31, North 27°45' East a distance of 150 feet to the POINT OF BEGINNING.


OGDEN AVE.
THIRD ST.
FOURTH ST.
OGDEN AVE.
THIRD ST.
FOURTH ST.
MUNICIPAL PARKING GARAGES
INTERMEDIATE LEVELS PLAN (GROUND FLOOR LEVELS PLAN
M
4



MUNICIPAL PARKING GARAGES INTERMEDIATE LEVELS

PLAN/GROUND FLOOR LEVELS PLAN


OGDEN AVE.
FOURTH ST.
THIRD ST.
MUNICIPAL PARKING GARAGES
TOP LEVEL PLAN & ROOF LEVELS PLAN
M 2

0200

NO. 84-05-02

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

Tax Parcel No. 2-404-01 Document No

Vesting C.L.V. - Easement for ingress-egress, Ogden Garage

Section

Street/Subdivision Block 31, Clark's L.V. Townsite

Requested cdp Written bb Checked idw 5-1-84 Proofread

An easement for ingress and egress over and across that portion of Block 31 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:

COMMENCING at the Northwesterly corner of Block 31 of said CLARK'S LAS VEGAS TOWNSITE; thence along the Northeasterly line of said Block 31, South 62°15' East a distance of 132 feet to the TRUE POINT OF BEGINNING; thence continuing along said Northeasterly line, South 62°15' East a distance of 36 feet; thence South 27°45' West a distance of 18 feet to the Southwesterly line of the Northeasterly 18 feet of said Block 31, thence along the Southwesterly line of said Northeasterly 18 feet, North 62°15' West a distance of 36 feet; thence North 27°45' East a distance of 18 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"

AGENDA

City of Las Vegas

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

ITEM		Council Action	Department Action
	V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)		
0:47	E. Approval of Consultant's Requested Changes Re: Ridership Verification Agreement Re: Las Vegas/Southern California Super Speed Train Project	Lurie - APPROVED Unanimous	Staff to proceed
52	F. Regional Transportation Commission Supplemental Cooperative Agreement No. 121b Which Covers the Construction of Rancho Drive Between Sahara Avenue and Charleston Boulevard.	Levy - APPROVED Agreement as recommended. Unanimous	Staff to proceed
0:53	G. Approval of proposed settlement Re: Elaine Kelton v. City of Las Vegas	Christensen - APPROVED $41,000 settlement as recommended. Unanimous	Staff to proceed
0:53	H. Interlocal Agreement to Provide Clark County with Animal Care and Control Center Services (with Revisions Approved by Clark County)	Levy - ABEYANCE Items H, I and J. Unanimous	7/5/84 Agenda Pat Mulroy, Asst. to County Mgr., Lorraine Lindsey, Administrative Asst. to North Las Vegas City Mgr., and Dr. Leslie Williams appeared.
	I. Interlocal Agreement to Provide North Las Vegas with Animal Care and Control Center Services (with Revisions Approved by North Las Vegas)	ABEYANCE (See Above)	

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO: The City Council

FROM: George [illegible] CITY ATTORNEY

SUBJECT: Agreement with Barton-Aschman Associates, Inc., -- Preparation of Ridership Verification Re: Super-Speed Train Project

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved an agreement with Barton-Aschman Associates, Inc., to prepare the ridership verification in connection with Phase II of the Super-speed Train Project. When the approved contract was reviewed by Barton-Aschman Associates, Inc., certain revisions thereto were requested, and the draft which is before you indicates the revisions which this office feels can be made without impairing the City's position.

The ridership verification will be conducted over a 12 month period and should be completed on or about June 15, 1985. The contract provides that the total cost of the study shall not exceed $350,000.00, which will be derived from the $1.25 million grant from the United States Department of Transportation/Federal Railroad Administration.

Due to their bulk, the exhibits (request for proposals, proposal, amendment to the proposal, grant agreement and amendment to the grant Agreement) are not attached to the contract but are available in the City Clerk's office for examination.

FISCAL IMPACT

None. The $350,000.00 to pay for this study will come from the federal grant.

RECOMMENDATIONS

It is the recommendation of the City Attorney's office that the City Council approve the attached proposed Agreement.

Agenda Item

V-E

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 1984, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY"), and BARTON-ASCHMAN ASSOCIATES, INC., a Delaware corporation (hereinafter referred to as the "CONSULTANT"), the CITY and the CONSULTANT being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties";

W I T N E S S E T H :

WHEREAS, the CITY desires to have conducted a detailed analysis of the potential ridership level of passengers who will travel on a super-speed magnetic levitation ground transportation system in the "Las Vegas to/from Ontario, California" corridor during the anticipated thirty-five year life span (projected to commence in the 1991 calendar year) of the system; and

WHEREAS, the Federal Railroad Administration also desires to have such an analysis conducted and has agreed to provide the funding to pay for the same; and

WHEREAS, the CITY has formed a Management Review Team and a Technical Advisory Committee to review, advise and make recommendations to the City Council of the CITY on the conduct of such ridership analysis and has designated the director of its Department of Super Speed Train Development as the project manager for the CITY; and

WHEREAS, the CONSULTANT has submitted a proposal to the CITY to conduct such a ridership analysis, and, based upon such proposal, has been selected by the CITY to conduct such analysis.

NOW, THEREFORE, for and in consideration of the premises, of the terms, conditions and mutual covenants hereinafter set forth and of other good and valuable considerations, the receipt of which are hereby acknowledged by both Parties, the Parties do hereby agreed as follows:

SECTION I: RIDERSHIP VERIFICATION

The CONSULTANT agrees to conduct a detailed analysis of the potential ridership level of passengers who will travel on a super-speed magnetic levitation ground transportation system in

the "Las Vegas to/from Ontario, California" corridor during the anticipated thirty-five year life span (projected to commence in the 1991 calendar year) of the system in accordance with the CITY's request for proposals which is identified as "NOTICE: REQUEST FOR PROPOSAL - RIDERSHIP VERIFICATION," a copy of which is attached as Exhibit "A" hereto and by this reference made a part hereof, and in accordance with the CONSULTANT's proposal which was submitted to the CITY in response thereto and is dated February 10, 1984, and identified as "PROPOSAL-RIDERSHIP VERIFICATION STUDY - PHASE II LAS VEGAS/LOS ANGELES CALIFORNIA SUPER-SPEED GROUND TRANSPORTATION SYSTEM," as amended by the CONSULTANT's letter which is dated April 9, 1984, and addressed to George F. Ogilvie, City Attorney, copies of which are attached as Exhibit "B" and Exhibit "C," respectively, hereto and by this reference made parts hereof. Although Exhibits "A" to "C," inclusive, are incorporated into this Agreement by reference, to the extent that this Agreement adds to, modifies or is inconsistent with the terms of those documents, the terms of this Agreement shall prevail.

SECTION II: FEDERAL GRANT REQUIREMENTS

This ridership analysis is financed by a grant from the Federal Railroad Administration to the CITY. The CONSULTANT represents that it has read the grant agreement which is identified as "LAS VEGAS RAIL PASSENGER CORRIDOR STUDY GRANT between the FEDERAL RAILROAD ADMINISTRATION and the CITY OF LAS VEGAS" and Amendment No. 1 thereto, copies of which are attached as Exhibit "D" and Exhibit "E", respectively, hereto and by this reference made parts hereof, is familiar with their terms and agrees to abide by their provisions insofar as compliance with those provisions depends on the CONSULTANT's performance, including without limitation the nondiscrimination and minority business provisions.

SECTION III: TIME OF ESSENCE

The CONSULTANT shall immediately commence performance of this Agreement and thereafter diligently proceed with the performance thereof to completion. The CONSULTANT agrees to

complete the performance and submit its final report within three hundred sixty-five (365) calendar days following the date on which this Agreement is executed. With respect to the performance by the CONSULTANT of the terms, conditions and covenants which are contained herein, it is expressly agreed that time is of the essence.

SECTION IV: TERMINATION

The CITY reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon CONSULTANT's receipt of written notification of such termination. Notification to the CONSULTANT shall be given by the deposit by the CITY of written notification with the United States Postal Service, postage prepaid, and addressed to the party and location which is designated by the CONSULTANT in or pursuant to SECTION XIX of this Agreement.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all of the work and services which it had performed prior to the date of termination, but not to exceed the total contract amount.

SECTION V: DEFAULT

A. The occurrence of any of the following events shall be a default by the CONSULTANT hereunder (hereinafter called "Events of Default"):

1. If the CONSULTANT shall default in the due observance and performance of any term, condition or covenant which is contained in or incorporated into this Agreement;

2. If the CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of its creditors, (d) file a petition or answer seeking a reorganization or an arrangement with its creditors or take advantage of any insolvency law or (e) take any action for the purpose of effecting any of the foregoing;

3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of the CONSULTANT and shall continue unvacated and in effect for a period in excess of thirty (30) days; or

4. If the CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the Parties.

If any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, the CITY may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement and all of the obligations which are imposed on it hereunder, including the obligation for any further payment for the services of the CONSULTANT, except for the reasonable value for all work and services which were performed prior to the date of the termination, or (b) terminate this Agreement, suspend all payments which may otherwise be due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance which may be due to the CONSULTANT the cost of finishing the work and pay the excess, if any, to the CONSULTANT. In the event that the cost of finishing the CONSULTANT's work exceeds the balance which is due to the CONSULTANT, such excess shall be paid by the CONSULTANT to the CITY within five (5) days after the CONSULTANT has received an appropriate invoice from the CITY. The costs and expenses of completing the work of the CONSULTANT shall be computed and audited by the CITY's designated representative, whose certification thereof shall be final and binding upon the Parties. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all of the costs of such audit.

B. In the event that the CITY is required to perform or does perform or hires others to perform any work or services because of the default of the CONSULTANT, the cost thereof, plus an additional ten percent (10%) to cover the CITY's overhead, shall be promptly paid by the CONSULTANT to the CITY.

C. It is expressly agreed that the CITY shall have the right to offset any and all claims which may be made by the CONSULTANT for the payment of its fees hereunder or for the reimbursement of any additional cost which the CONSULTANT may have incurred, with any claim which the CITY may have against the CONSULTANT which results from the CONSULTANT's failure to comply with any of the terms and conditions of this Agreement.

SECTION VI: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports and other data which are accumulated, prepared or assembled by the CONSULTANT or any of its subcontractors and all products used or developed in the conduct of the ridership analysis, including computer programs and data which are related to the performance of this Agreement, shall be deemed to be the property of the CITY and will remain in the public domain at the completion of such analysis. Upon the completion or earlier termination of this Agreement, the CITY shall have the right to require delivery of any and all plans, drawings, specifications, reports and other data which have been so accumulated and are not already in its possession.

SECTION VII: INSURANCE

A. The CONSULTANT shall provide and maintain, and it will require its subcontractors to provide and maintain, at all times during the existence of this Agreement, for the protection of the CONSULTANT and the CITY, the following insurance coverages:

1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial Insurance System, or equivalent coverage which has been approved by the CITY.

2. Comprehensive General Liability Insurance of not less than $500,000.00 for injury to or death of each per $1,000,000.00 for each occurrence and $500,000.00 for each claim of property damage, which may be effected by an adequate program of self-insurance.

3. Performance bond in the amount of $350,000.00.

B. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverages which are required herein and will furnish certificates of insurance to the CITY, demonstrating the procurement of such insurance.

C. The insurance coverages which are required herein must be written by a company which is acceptable to the CITY. The certificates of insurance which are sent to the CITY must contain a clause to the effect that cancellations, reductions or restrictions shall not become effective until thirty (30) days after written notice thereof has been provided to the CITY. In the event that any of the insurance coverages which are required herein is cancelled, reduced or restricted, the CITY shall have the right to terminate this Agreement.

SECTION VIII: INDEMNITY

Notwithstanding any of the insurance requirements which are hereinabove set forth or the limits of liability which are required therein, the CONSULTANT shall protect, indemnify and hold harmless the CITY and its officers and employees from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY or any of its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY or any of its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors or agents or anyone directly or indirectly employed by any such subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost and expense, defend any and all suits or actions which may be brought against the CITY or any of its officers or employees by reason of any act or omission against which the CONSULTANT has agreed to indemnify the CITY. If the CONSULTANT

shall fail to do so, the CITY shall have the right to defend same and to charge all direct and incidental costs of such defense to the CONSULTANT, including court costs and counsel fees.

SECTION IX: ASSIGNMENT

The CITY and the CONSULTANT each binds itself and its partners, successors, administrators and assigns to the other Party and to the partners, successors, executors, administrators and assigns of such other Party with respect to all of the covenants of this Agreement, except that neither the CITY nor the CONSULTANT may assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing which is contained herein shall be construed as creating any personal liability on the part of any officer or agent of either Party.

SECTION X: WAIVER

No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of any obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder. The failure on the part of either Party to complain of any act or failure to act on the part of the other Party or to declare the other Party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party hereunder. Inspection, payment or tentative approval or acceptance by the CITY, or the failure on the part of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work, or any part thereof, and shall not release the CONSULTANT of any of its obligations hereunder.

SECTION XI: DESIGNATION OF REPRESENTATIVES

A. The director of the CITY's Department of Super Speed Train Development or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this Agreement. Said representative, with the advice and approval of the Administrative Review Team and the Technical Advisory Committee,

shall have complete authority to transmit instructions, receive information and interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

B. John R. Hamburg is designated as the CONSULTANT's authorized representative. He shall have overall supervision of the work to be performed by the CONSULTANT hereunder and must be available on a reasonable basis to attend meetings and meet with the CITY's staff or the Administrative Review Team and the Technical Advisory Committee when he is so requested by the CITY's authorized representative.

SECTION XII: CONSULTANT'S WARRANTIES

The CONSULTANT represents and warrants:

A. That it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete this Agreement; that it is able to furnish sufficient plant, tools, materials, supplies, equipment and labor to perform the work which is required of it by this Agreement and is experienced in and competent to perform the type of work which is contemplated hereby; and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

B. That it holds a license, permit or other special authorization to perform the services which are included in this Agreement, as is required by law, or employs or works under the general supervision of the holder of such a license, permit or special authorization, as is permitted by law.

C. That the execution of this Agreement has been fully authorized and submits to the CITY, concurrently with the execution hereof, a certified copy of the resolution of its board of directors or other instrument which authorizes such execution by the person who executes this Agreement on its behalf.

SECTION XIII: INDEPENDENT CONTRACTOR

It is hereby expressly understood and agreed that, in the performance of the services which are provided for herein, the CONSULTANT, and each person who is employed by it to perform work hereunder, shall be deemed to be an independent contractor and not an agent or employee of the CITY.

SECTION XIV: APPLICABLE LAW

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVI: PUBLICITY

All publicity concerning the services of the CONSULTANT with respect to the performance of this Agreement must first be approved, and may only be released, by the CITY.

SECTION XVII: ARBITRATION

All claims, disputes and other matters in question between the Parties which arise out of or relate to this Agreement or the breach thereof may, at the option of the aggrieved Party, be decided by arbitration in accordance with the Rules of the American Arbitration Association which then obtain, unless the Parties mutually agree otherwise. No arbitration which arises out of or relates to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person who is not a party to this Agreement except by means of a written consent which contains a specific reference to this Agreement and is signed by the CITY, the CONSULTANT and the other person who is sought to be so joined. Any consent to arbitration which involves an additional person or persons shall not constitute consent to the arbitration of any dispute which is not described therein or with any person who is not named or described therein. The agreement to arbitrate which is contained herein and any agreement to arbitrate with an additional person or persons which has been duly consented to by the Parties shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand by one Party for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date on which the institution of legal or equitable proceedings which may be based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

In the event that either Party demands arbitration, it is agreed by the Parties that all means of discovery, including without limitation depositions and interrogatories, will be available to both Parties, and the appointed arbitrator shall have all authority to impose sanctions against either Party for failing to comply with the rules for discovery which are provided in the Nevada Rules of Civil Procedure.

The award which is rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION XVIII: SUBCONTRACTS

The CONSULTANT agrees to include in all professional subcontracts in connection with performance of the terms and obligations of this Agreement the following:

A. A provision to the effect that the CONSULTANT agrees to pay the subcontractor when the CONSULTANT has been paid for that portion of the work by the CITY, that no liability will arise on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made to the CONSULTANT by the CITY and that, if the CITY has paid the CONSULTANT for such subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the filing of any lien;

B. A provision to the effect that the subcontractor has no rights against the CITY other than those of the CONSULTANT; and

C. A provision to the effect that the subcontractor agrees to be bound by all of the terms, conditions and obligations of this Agreement.

SECTION XIX: NOTICES

Any notice which is required or appropriate under this Agreement shall be sent to the address which is set forth opposite the respective Parties' names or to the address which either Party may hereafter designate to the other in writing.

If to the CITY:
Department of Super Speed Train Development
City Hall Complex
400 East Stewart Avenue
Las Vegas, Nevada 89101

If to the CONSULTANT:
John R. Hamburg
Barton-Aschman Associates, Inc.
1400 K Street N.W., Suite 800
Washington, D.C. 20005

SECTION XX: NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of the age, race, religion, color, sex, national origin or handicap, which is unrelated to the duties of a position, of any applicant for employment or of any of its employees with respect to the terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training or participation in recreational and educational activities. Furthermore, the CONSULTANT must be in compliance with the Equal Opportunity Clause, as set forth in Executive Order 11246, as amended.

SECTION XXI: MODIFICATION

All modifications or amendments to this Agreement shall be null and void unless they have been reduced to writing and signed by the Parties.

SECTION XXII: COMPENSATION

The CONSULTANT shall be compensated for the services which it renders under this Agreement on a lump sum basis of $350,000.00. The lump sum will include costs for all services which are rendered in the performance of the terms of this Agreement by the CONSULTANT and its subconsultants, if any.

SECTION XXIII: PERIOD OF PAYMENT

The CONSULTANT shall submit monthly invoices to the CITY for the services which it has rendered during that month. The amount of each monthly invoice will be determined by multiplying the estimated percentage of work which was completed by the CONSULTANT during the month to which the invoice relates by the total lump sum amount, less the amounts which were previously billed. Invoices are due and payable no later than thirty (30) days after the invoice date. In this connection, the CITY's purchase order number must be included on the face of each invoice which is submitted by the CONSULTANT as part of the monthly statements.

SECTION XXIV: AUDIT

The CITY may conduct an audit of the books and records of the CONSULTANT and its subcontractors, which audit may include all costs, salaries, wages and other expenses which are related to the work which has been performed under this Agreement. The CONSULTANT and its subcontractors shall provide access to such books and records during regular business hours for a period of three (3) years after the date of final payment under this Agreement.

SECTION XXV: ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the matters which are covered hereby. All prior negotiations, representations and agreement with respect thereto which are not incorporated herein are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the Parties.

IN WITNESS WHEREOF, the Parties have caused this

Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, Mayor

The "CITY"

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk

BARTON-ASCHMAN ASSOCIATES, INC., a
Delaware Corporation

By Louis A. Whitney
Louis A. Whitney,
Treasurer and
Contracting Officer

ATTEST

Wanda Knight
Assistant Secretary

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Regional Transportation Commission Cooperative Agreement No. 121b -- Rancho Drive Between Sahara Avenue and Charleston Boulevard

PURPOSE/BACKGROUND

In March of this year, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement which provides for the right of way engineering and right of way acquisition for roadway improvements in Rancho Drive between Sahara Avenue and Charleston Boulevard. Since this project lies wholly within the corporate boundaries of the City of Las Vegas, it will be administered and paid for exclusively by this City, subject to reimbursement by the Regional Transportation Commission. The agreement was subsequently amended in May to adjust certain of the reimbursable costs.

The Supplemental Cooperative Agreement which is before you provides for the further adjustment of the reimbursable costs for preliminary engineering, design, field staking, construction inspection and testing to an amount not to exceed $130,000 or 15% of the construction costs, whichever is less, and for the construction of the project at a cost of not to exceed $722,000, for an aggregate reimbursement in an amount not to exceed $1,200,000.

This supplemental agreement is very poorly drafted and should really be rewritten. However, this draft has already been approved by the Regional Transportation Commission, the Board of County Commissioners and the Henderson City Council, and none of the defects therein appear to be fatal. Therefore, in the interest of time, it would probably be preferable to approve the draft which is before you than to start all over with the approval process.

FISCAL IMPACT

The $1,200,000 required to perform the contemplated work will be reimbursed by the Regional Transportation Commission.

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 121b be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-F

#121b

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Las Vegas, a municipal corporation hereinafter called "THE CITY", the City of North Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Rancho Drive between Sahara Avenue and Charleston Boulevard, being located wholly within the incorporated area of the City of Las Vegas, has been approved by the Regional Transportation Commission.

WHEREAS, pursuant thereto, a Cooperative Agreement was entered into during February, 1984 and a Supplemental Cooperative Agreement was entered into during April, 1984 between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, reevaluation of project priorities and recent financial conditions of the participating governmental entities has shown that financial commitments of said entities now require adjustment.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed as follows:

1. Paragraph 1 of Section II is hereby deleted in its entirety and the following inserted in lieu thereof.

   1. All preliminary engineering, design, field staking, construction inspection, and testing for said project completed after the date of this agreement, shall be performed by THE CITY and all costs for same shall be reimbursed by the Regional Transportation Commission of Clark County at a cost not to exceed $130,000 or 15% of the construction cost, whichever is less. A maximum of $70,000 may be reimbursed prior to the beginning of construction.

2. Paragraph 2 of Section II is hereby deleted in its entirety and the following inserted in lieu thereof:

   2. Right-of-way drawings, descriptions, title reports of the right-of-way required, appraisals, and right-of-way acquisition expenses subsequent the date of this agreement at a cost not to exceed $28,000, except such cost shall include $5,696.04 reimbursed to THE CITY prior to 1981, and may include a maximum of $3,000 spent 3 months prior to the date this agreement.

3. Paragraph 3 of Section II is hereby deleted in its entirety and the following inserted in lieu thereof:

   3. The acquisition cost of the right-of-way not to exceed $320,000, unless condemnation is necessary in which case reimbursement will be made in the amount of the award.

   The appraisals shall be approved by the Regional Transportation Commission before proceeding with acquisition.

4. Paragraph 4 of Section II is hereby deleted in its entirety and the following inserted in lieu thereof:

   4. The cost of construction reimbursable under this agreement shall not exceed $722,000, including change orders and force accounts.

5. The following paragraph shall be added as Paragraph 5 to Section II:

   5. The total amount to be funded and reimbursed pursuant to this agreement shall not exceed $1,200,000.00 which includes all the above items, or the aggregate total for Rancho Drive between Sahara Avenue and Charleston Boulevard and Stewart Avenue between 28th Street and Nellis Boulevard shall not exceed $3,800,000.00.

6. Paragraph 2 of Section III is hereby deleted in its entirety and the following inserted in lieu thereof:

   2. Preliminary engineering, design, right-of-way acquisition, inspection, and contract administration shall be the responsibility of THE CITY.

7. Paragraph 6 of Section III is hereby deleted in its entirety and the following inserted in lieu thereof:

6. The items covered must be completed to the satisfaction of the Regional Transportation Commission of Clark County prior to January 1, 1986. The Regional Transportation Commission may, at any time thereafter, grant time extensions, or terminate this agreement and require all sums advanced to THE CITY be repaid.

8. The following paragraph shall be added to Section III - General of the Agreement:

4. The construction of said project shall be made by private contractor. Contracts for said project shall be let by THE CITY after duly advertising for bids in accordance with NRS 332, Local Government Purchasing Act.

Construction costs shall be paid directly to the contractor based on estimates prepared by THE CITY.

Change orders not in excess of $10,000 each may be authorized by THE CITY, not to exceed an aggregate of 10% of the base bid, whichever is less. The Regional Transportation Commission must approve for eligibility of funding.

5. THE CITY shall maintain said project in such a manner to protect the improvements after completion of construction.

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple

MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

May 1, 1984

CLARK COUNTY

By: Thalia M. Dondero

THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman

LORETTA BOWMAN, County Clerk

0220

Date of Council Action:

June 4, 1984

CITY OF HENDERSON

By: LeRoy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy A. Vondenbrink
DOROTHY VONDENBRINK, City Clerk

Date of Council Action:

June 6, 1984

CITY OF NORTH LAS VEGAS

By: James Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther J. Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

June 6, 1984

CITY OF LAS VEGAS

By: William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk

0221

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Approval of Proposed Settlement Re: Elaine Kelton v. City of Las Vegas

PURPOSE/BACKGROUND

On September 1, 1983, a City employee, while he was engaged in the course and scope of his employment, drove a City truck into the right rear and right rear side section of a vehicle which was slowing for a red traffic signal. As a result of that collision, the driver of the other vehicle allegedly suffered back injuries which two independent medical examinations have confirmed will require disk surgery to correct.

After extended negotiation with the other driver's attorney, she has agreed to a settlement of her claim against the City in the amount of $41,000.

FISCAL IMPACT

The $41,000 to settle this claim will come from the City's Self-insurance Trust Fund.

RECOMMENDATIONS

It is recommended that the City Council approve a settlement in the case of Elaine Kelton versus the City of Las Vegas in the amount of $41,000.

Agenda Item

V-G

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Interlocal Agreement to Provide Clark County with Animal Care and Control Center Services

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved an interlocal agreement between the City and Clark County which sets forth the various services which the City of Las Vegas will provide to Clark County through its Animal Care and Control Center. Under the proposed Cooperative Agreement among the City, Clark County and North Las Vegas which provides for the contribution by the County and North Las Vegas to the costs of the expansion of the Animal Care and Control Center, the City agrees to provide these services to the County for a minimum period of 10 years.

The proposed agreement has been submitted to the County for review, and the revisions which are indicated in the draft which is before you have been agreed to by the District Attorney's Office.

FISCAL IMPACT

This agreement will generate revenues of sufficient amount to offset the costs of providing Animal Shelter services to Clark County.

RECOMMENDATIONS

It is recommended that the City Council approve the attached interlocal agreement with Clark County and authorize the Mayor to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-H

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Interlocal Agreement to Provide the City of North Las Vegas with Animal Care and Control Center Services

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved an interlocal agreement between the cities of Las Vegas and North Las Vegas which sets forth the various services which the City of Las Vegas will provide to the City of North Las Vegas through its Animal Care and Control Center. Under the proposed Cooperative Agreement among the City, Clark County and North Las Vegas which provides for the contribution by the County and North Las Vegas to the costs of the expansion of the Animal Care and Control Center, the City agrees to provide these services to North Las Vegas for a minimum period of 10 years.

The proposed agreement has been submitted to North Las Vegas for review and has been approved by it, subject to the revisions which are indicated on the draft which is before you.

FISCAL IMPACT

This agreement will generate revenues of sufficient amount to offset the costs of providing Animal Shelter services to the City of North Las Vegas.

RECOMMENDATIONS

It is recommended that the City Council approve the attached interlocal agreement with the City of North Las Vegas and authorize the Mayor to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-I

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 6, 1984
V. ITEMS H, I, J & K - INTERLOCAL AGREEMENTS WITH CLARK COUNTY AND NORTH LAS VEGAS RE ANIMAL CARE AND CONTROL CENTER AND CAPITAL CONTRIBUTIONS RE EXPANSION OF ANIMAL CARE & CONTROL CENTER AND FIRE COMMUNICATION SERVICES

MAYOR BRIARE: Item H is an interlocal agreement for Animal Care and Control Center.

CITY ATTORNEY OGILVIE: Again, Mr. Mayor, on April 18, 1984, the City Council approved the agreement for the provision of Animal Shelter Services to Clark County. Since that time, Mr. Bartley of the District Attorney's Office and I have met and worked out some of the problems which Clark County had when the agreement was originally approved. The agreement which is before you reflects the changes which Mr. Bartley and I felt would be mutually beneficial to the two entities. Also, the next item, Item I --

COUNCILMAN LEVY: Let's take them one at a time.

CITY ATTORNEY OGILVIE: Well, if I could explain them.

MAYOR BRIARE: Go ahead.

CITY ATTORNEY OGILVIE: Some of the items in Item H also resulted from discussions that I had with Mr. Woofter from the standpoint of North Las Vegas. Item H and I are a combination of Mr. Woofter and my agreements and Mr. Bartley and my agreements, and I -- that should be pointed out, whether you treat them separately in the way of motions.

MAYOR BRIARE: Is this Item J also related?

COUNCILMAN LEVY: Is everything equal between the two agreements?

CITY ATTORNEY OGILVIE: Yes. They're identical, and some of the suggestions have come from Mr. Bartley and some from Mr. Woofter.

COUNCILMAN LURIE: Wasn't there still some discussion -- the County didn't approve the interlocal agreement -- I mean Animal Care Center?

CITY ATTORNEY OGILVIE: I have had no official word from the County one way or the other.

MAYOR BRIARE: Maybe you're going to get it now.

COUNCILMAN LURIE: Well, maybe Pat can fill us in.

PAT MULROY: Good morning, Mr. Mayor and members of the Council. Pat Mulroy, Assistant to the County Manager. Bruce sent a letter to Mr. Hall on May 23, 1984, indicating what the actions of the County Commission had been on the various interlocal agreements. As it relates to the Animal Shelter which is -- those two we considered as interlocking agreements. The County Commission has asked whether or not the City Council would be willing to sit down and discuss the

PAT MULROY: feasibility to utilize the shelter that is 90% complete that is located out on Dewey off of Tropicanna. In other words, you would have a two-shelter concept rather than a one-shelter concept. We're not -- we just want to explore various avenues available. The main thrust for the County Commission wanting to explore it is that the facility out on Dewey -- it's a two-part facility and what we would be considering would be utilizing one of the pods. It's four times the capacity of what the City's expanded shelter would be under the plans that were submitted by the City, and we feel that it might be more cost effective and in the long run prevent from 8 to 10 years from now having to go through this all over again. The City -- the County is willing to -- I know that there are some problems with the Shelter out there and we're not saying we don't know whether that Shelter is going to be more cost effective or not or whether it's going to be less expensive or more expensive to bring up to snuff. What we're saying is we're willing to pay the costs of bringing in an architect from the National Humane Society to take a look at the shelter and tell us what the cost would be and the County Commission appointed a subcommittee consisting of Commissioners Dondero and Cortez and would like to know if the City Council would be willing to sit down the discuss using that facility.

MAYOR BRIARE: Now, Pat, so that we know, does the County have a position at all with respect to the interlocal agreement we're talking about this morning?

PAT MULROY: Absolutely. The County's position is that we know the City's shelter is overcrowded. We are more than pleased with the City's Animal Shelter and Dr. Williams and the services that have been provided. We have absolutely no complaints. It's excellent, top quality service. We do not want to sever. All we're saying is if this pans out to not be feasible, the shelter at Dewey, we would go along with the City's plans for expansion, but we see a shelter sitting out there that is so large and it can't be used for anything but an animal shelter, and we see a shelter sitting out there that is four times the capacity and, yes, there are problems with it, but we want to know what the dollars signs are and whether or not its cost effective, and we don't feel we should go bring the architect before the Cities have said they'd be willing to talk about it even.

MAYOR BRIARE: Mr. Ogilvie, is the proposed interlocal agreements so heavily cast in iron that it couldn't be amended or something if it would be to the mutual benefit of everyone at some later date?

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CITY ATTORNEY OGILVIE: No.

MAYOR BRIARE: I shouldn't think so. What I was hoping for, Mrs. Mulroy, is that the County would agree to this interlocal agreement and let's take care of the situation we have right now, and then by all means encourage the County to go out and either continue or begin looking at this facility and if something comes up that you have in mind, then come back and let's talk about any revisions in the contract that might be required in order to take advantage of two good facilities instead of just one good facility.

COUNCILMAN LEVY: Mr. Mayor?

MAYOR BRIARE: Councilman.

COUNCILMAN LEVY: If I'm not mistaken, about a year or two or maybe even three, we looked at this facility -- looked at the feasibility of this facility and found that it was going to be costing way too much money and there was too big a nut at the time. Now, maybe things have changed, but at that time it was just impractial to use. I know a lot of people lost a lot of money in that facility and we've got to decide what we're going to do with our facility.

PAT MULROY: Councilman Levy, I agree with you and know you're absolutely right. Back then, your City engineers estimated 1.3 Million Dollars for both pods in order to bring it up to the conditions that it had to be. Since that time the owner has already gone ahead and he has made some improvements on the thing already. I'm not saying one way or the other.

COUNCILMAN LEVY: I know it's not your fault.

PAT MULROY: I know. All I'm saying, even within a two week period, you know, if we could sit down -- if you'd be willing to sit down with the County and talk about it. That's all we're asking. We don't want to delay; we don't want to not expand the shelter; we don't want out from the City's agreement. All we're saying is we feel it might be more cost effective to the taxpayers to explore the possibility of that shelter.

MAYOR BRIARE: Do any of the Council members, because I don't, have in mind what we have before us right now on this Item H? George, what specifically do we have on Item H?

CITY ATTORNEY OGILVIE: This is an agreement which is proposed to last for 10 years to provide Clark County with the services of the Animal Shelter.

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MAYOR BRIARE: It takes two people to agree, and the City agrees, but I think I'm reading that the County is not ready to agree.

CITY ATTORNEY OGILVIE: Let me ask Mike Hayes a question. Mike, am I correct that the dollars that we're talking about for the next year in this agreement are the same as the County is presently paying?

MIKE HAYES: This service agreement, that's correct, George.

CITY ATTORNEY OGILVIE: So if it is the Council's desire to postpone action on this agreement, there will be no detriment to the City because we will still get the same dollars out of the old agreement that's being continued from month to month as we would under this for the next year. So the City is not impairing it's position if it cares to hold this agreement for a period of time if you wish to consider it.

COUNCILMAN LURIE: Mayor, I would MOVE THAT WE HOLD IT FOR THE TWO WEEKS. I've looked at that facility. It has some possibilities, but I think in all fairness to the County and the request that they're making, I wouldn't mind having Dr. Williams and some of our staff people review it again and bring us back their recommendations.

COUNCILMAN LEVY: Maybe Dr. Williams might have a comment today on it. Have you looked at it lately, Doctor, the package on it?

DR. LESLIE WILLIAMS: Yes, I have.

COUNCILMAN LEVY: You have looked at it.

MAYOR BRIARE: Come forward, will you, doctor.

COUNCILMAN LEVY: Dr. Williams, have you looked at the project?

DR. LESLIE WILLIAMS: Yes, I have.

COUNCILMAN LEVY: Is it financially feasible?

DR. LESLIE WILLIAMS: It's a little bit out of my expertise to, you know, rule on those areas, but my personal opinion is it would not be financially feasible for the County or the City in its present use put together or even separately. But to have an architect come in that's versed in those factors and engineering support to make a feasibility study would be --

COUNCILMAN LEVY: I'm not worried about the purchase as much as the month to month operational costs.

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DR. LESLIE WILLIAMS: Well, the month to month operation is going to be horrendous.

COUNCILMAN LEVY: That's what I was told.

COUNCILMAN LURIE: That's what this two weeks is going to bring back. It's going to tell us how much the monthly operation; it's going to tell us whether the building is architecturally feasible to use and how much it's going to cost to bring it up to utilization, and also, included in that report is a report on the Humane Society on why the building was built and why they didn't use it in the first place like they said they were going to do.

DR. LESLIE WILLIAMS: I suspect the architect's review would not necessarily be an operational review. If the operational statistics and financial is included in with that, probably we would have to supply that part of it.

COUNCILMAN LURIE: Yes, I would hope that you would supply that part of it as far as the operational part.

COUNCILMAN CHRISTENSEN: Well, do I understand correctly that the County is willing to find out if it's -- bear the expense of having the architect and everything look at it and all we have got to do is give them the time?

COUNCILMAN LURIE: Two weeks.

PAT MULROY: Well, two weeks -- all I'm saying is two weeks to sit down and explore possibilities. I can't say that I can get the architect in two weeks. He comes out of Corpus Christi, Texas.

COUNCILMAN CHRISTENSEN: In other words, you want two weeks for us to decide whether to have the County --

PAT MULROY: No, no. Not necessarily. You know, I was just throwing out alternatives.

MAYOR BRIARE: Well, apparently, if I understand the gist of the conversations back and forth here with the City Attorney and others that no matter what we do on Item H, we're still proceeding in our normal course of events.

COUNCILMAN LURIE: Yes, I don't see where it hurts anything.

MAYOR BRIARE: The only thing is there might be a lot of services that should be provided in the County if such an agreement were made. Now, if this agreement is not entered into today, as far as I'm concerned, it could go on forever, because the time is going to come when the County is going to have some services and at that time --

COUNCILMAN LEVY: And we won't be able to deliver them to them.

MAYOR BRIARE: Exactly.

COUNCILMAN LEVY: And that's why we wanted it signed. North Las Vegas is going to be guaranteed a delivery of services; the County will not. I don't know if we're making a little more of this than what we should.

DR. LESLIE WILLIAMS: Well, I think another --

MAYOR BRIARE: Unless we're dependent upon income from the County to do what we have to do for our services.

COUNCILMAN LEVY: The only way we're going to be dependent upon the County's money is if we expand. If we don't -- in other words, if the County moves on, then we don't have to expand. It's just that simple.

MAYOR BRIARE: As long as we can take care of Number One, the citizens of Las Vegas and their animal shelter problems. Secondly, if we enter into an agreement with North Las Vegas, we have to take care of theirs. Anybody else that wants to will have to come in at that time and make whatever necessary arrangements that are at that time.

COUNCILMAN LURIE: This is to go into effect July 1st?

MAYOR BRIARE: Mr. Ogilvie?

CITY ATTORNEY OGILVIE: Yes.

DEPUTY CITY MANAGER DON SAYLOR: In essence, there's two things that we're taking about, however, with the Animal Shelter, Mayor. We're talking about the service agreement which we now operate under --

MAYOR BRIARE: And the expansion agreement.

DEPUTY CITY MANAGER DON SAYLOR: And the other thing is -- the very important thing is the participation in the capital expanditure --the capital expense of expanding the facility. We're already overcrowded by taking North Las Vegas' animals and Clark County's animals and ours. We're overcrowded. If we're going to continue to do that, we need to expand it and we need to do it right away. That's where the hangup is.

MAYOR BRIARE: Well, again, though, Mr. Saylor, as I look at it, and I don't think there's any dispute or what anybody might want to call it. I think we're ready to approve an agreement with North Las Vegas.

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DEPUTY CITY MANAGER DON SAYLOR: Yes, they have agreed.

MAYOR BRIARE: With that service agreement, plus, of course, our own needs and requirements, we can make certain capital expansion plans.

DR. LESLIE WILLIAMS: Right, plus their commitment to share in that capital expense.

MAYOR BRIARE: North Las Vegas?

DR. LESLIE WILLIAMS: Right.

MAYOR BRIARE: Now, if anybody else wants to come in -- Henderson or Boulder City or Pioche, they can come down and talk to us at whatever time they want to come in.

DR. LESLIE WILLIAMS: What we are desperately in need of is just exactly an interlocal agreement for operations which we are providing that service and that could go on for a long time, but our present problem is that we do have to consider capital expansion.

MAYOR BRIARE: See, what I don't understand is we know what we need for the City of Las Vegas. Let's get on with it.

COUNCILMAN LEVY: We don't need to do nothing. What we need to do is bump Clark County and we won't have anything to do. Right?

MAYOR BRIARE: That's right

COUNCILMAN LURIE: Either Clark County makes a deal with us and accepts our offer to continue with the interlocal agreement and pay the additional costs and pay the capital expenditures. Then we can go ahead and expand it. If they decide they would rather go and purchase the other shelter that's built, then we wouldn't have to go through the large expansion. That's basically where we are today.

DR. LESLIE WILLIAMS: And those two agreements are separate. The operational agreement is separate from that.

MAYOR BRIARE: Sure, but you have to have the operational agreement to know what you're going to do on your capital improvement agreement.

COUNCILMAN LURIE: I think the operational one is one that we could approve today.

MAYOR BRIARE: Today with North Las Vegas.

COUNCILMAN LURIE: Because those costs are going to continue whether they're in or they're out. So the operational costs, North Las Vegas is going to have to pay a little bit more for their animals.

MAYOR BRIARE: And it's a per animal fee, so you can only handle so many animals with the facilities that we have. We're only going to handle that many and the others are going to have to be resolved in some other way. But first of all, the obligation to serve the people of Las Vegas comes in.

CITY ATTORNEY OGILVIE: There's one element you should consider that both the service agreement with the County and the service agreement with North Las Vegas as written are for 10 year periods. So if you change and go a different direction with respect to the expansion -- the two are tied together very imminently, and if you go a different way with respect to the expansion, you are also upsetting the relationship with respect to service.

COUNCILMAN NOLEN: Let me ask this, George. Do you have a recommendation with respect to the County's agreement?

CITY ATTORNEY OGILVIE: I don't see any detriment that would inure to the City for holding it for two weeks.

COUNCILMAN LEVY: They won't have anything in two weeks. She's already said that. She wants to talk for two weeks.

COUNCILMAN CHRISTENSEN: No, no, no, no. What she --

COUNCILMAN LEVY: She wants their sub-committee to sit and talk with our sub-committee.

COUNCILMAN CHRISTENSEN: Two weeks was suggested by us -- by Commissioner Lurie. What she wants -- what the County wants is they want the City to appoint a sub-committee to meet with them within the next two weeks and I get the impression that the County's willing to fund this architect coming in which is going to take more than two weeks. I think you're looking at a 30 day period here is what you're looking at. And I don't think there's that much of a problem with delaying this for 30 days to do that, but I think it should be understood that unless there's something to be gained by the City, I mean our -- my position is that we've had little problems anytime we've entered into any kind of a neat, better service the public agreement with the County and we've always ended up paying 80% of it and getting 40% of the service, and I have a problem with that and so I'm nervous about that and I want to make sure that doesn't

COUNCILMAN CHRISTENSEN: happen, but I think we always have to be -- have our eyes open and be willing to look, and I think we should be willing to look for 30 days.

COUNCILMAN LEVY: Nothing is new. This facility has been sitting there for three years empty.

COUNCILMAN CHRISTENSEN: I know that.

COUNCILMAN LEVY: And I'm sure the County's analyzed it, or should have.

COUNCILMAN CHRISTENSEN: Ah, the County's getting pressure from the owner of the facility to use this. That's what they're doing. They're getting pressured to try and utilize that facility because it can't be used for anything else and the owner of that facility seeing this agreement go through and our expansion and that forever kills his facility, and he might be willing to really taking a kicking in order to get something out of it rather than have to bulldoze it over. Now, I can see that and we may make out on that. I don't think 30 days is going to hurt us that much.

COUNCILMAN LEVY: What is the date this agreement is to go into effect?

COUNCILMAN LURIE: July 1.

COUNCILMAN LEVY: July 1. The only way I would approve a 30 day delay is that if it's prorated to July 1.

COUNCILMAN NOLEN: Well, it don't change the fees any.

COUNCILMAN LEVY: In other words, this instrument goes July 1?

COUNCILMAN LURIE: What you're saying is that anything that's approved would be retroactive until July 1. If that takes until August 1 and they can't come to some type of agreement on the other shelter and they agree to go with us, then it's retroactive back to the 1st of July.

COUNCILMAN LEVY: Right.

COUNCILMAN CHRISTENSEN: Well, that's really sixes because you're talking about the capital improvements. That's the only thing that's going to change. Otherwise --

COUNCILMAN LEVY: No, the fee's changing.

CITY ATTORNEY OGILVIE: No, the fees don't change until '85.

COUNCILMAN CHRISTENSEN: The fee doesn't change until '85, and the only thing that you're doing is saying that they'll go with the capital improvement and that won't be started before then anyway. So it's no cost. It doesn't change the cost one iota.

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MAYOR BRIARE: Let me find that out if our partner from North Las Vegas has any comments to make on this.

LORRAINE LINDSEY: Lorraine Lindsey, Administrative Assistant to the City Manager of North Las Vegas. The only thing that needs to be brought to your attention is that our Council did condition the signing of all agreements with the condition that Clark County signs because it is a tri-parte agreement. That is what you submitted to us, so we have no choice.

COUNCILMAN CHRISTENSEN: Well, and that's only logical too, because if there's some way that it shows that this big shelter is more feasible to use that than expand and so forth, you're still in a tri-parte situation and North Las Vegas is going to be in it the same as Las Vegas and Clark County. So it isn't going to make any different. It's as broad as it is long.

COUNCILMAN LEVY: If Councilman Bingham feels that we're high pressuring him, tell him to go out and get their own facility. It's just that simple. Will you take that back to him?

LORRAINE LINDSEY: I'm sure he'll get the message, sir.

MAYOR BRIARE: It's a difficult position, and, doctor, I want to ask --

COUNCILMAN LEVY: We're not in a difficult position, Mayor.

MAYOR BRIARE: No, let me tell you what the difficult position is because I think I'm agreeing with you. Doctor, as far as the obligation of this Council to fulfill a need in the City of Las Vegas to its residents to have a certain amount of animal control, now whether that pup comes from North Las Vegas or whether it comes from Tonopah, we have to fulfill an obligation of animal control. Are we doing it?

DR. LESLIE WILLIAMS: Yes, we're doing it very well. It's one of the best in the entire nation.

MAYOR BRIARE: How long do you project that we would be able to satisfy the needs of the residents of Las Vegas?

DR. LESLIE WILLIAMS: We're in a critical stage right now as far as expansion.

MAYOR BRIARE: It would seem to me that we should have a Plan A to take care of our own needs. If there is any advantage to North Las Vegas to come in and recommend to us that maybe we might like to take care of their problems or if the County wants to come in at some time and say we'd like you to make arrangements to take care of our problems, then that would be Plan B. But why can't we take care of our

MAYOR BRIARE: obligation without being pressured by our neighbors to the north and our neighbors to the south.

DR. LESLIE WILLIAMS: Well, I think the reason is because over the past years we have been serving North Las Vegas and Clark County, as you know, and we're now to the point of trying to get what their intentions are so that we can go ahead and develop a --

MAYOR BRIARE: But we're not being very successful.

COUNCILMAN LEVY: If you're going to try and find the County's intention, where they're going, you've got another year to --

COUNCILMAN LURIE: Why can't this agreement be approved today? I'm just thinking we've wasted a half an hour on this now and here we are being pressured, when we're trying to do something in the best interest of the City and Clark County -- that this be approved to go into effect July 1 unless any other information or documents warrant us not letting this go into effect July 1 because of what the County finds through their investigation of the other shelter.

MAYOR BRIARE: Well, it might be just because of what was just said here --

COUNCILMAN LEVY: No, I'll tell you what's going to happen. If we don't get something settled pretty soon, we won't be using. We're out of room. We have no contract with North Las Vegas or the County at this time, do we? One says "no" and one says "yes".

CITY ATTORNEY OGILVIE: The existing contracts have expired.

COUNCILMAN LEVY: They have expired, so we have no agreement at this time, right? Do you understand, Pat?

COUNCILMAN CHRISTENSEN: But you've got to be practical.

COUNCILMAN LEVY: I'd like to be practical, but we're going to be practical to a point.

COUNCILMAN CHRISTENSEN: Let me tell you how practical you've got to be.

COUNCILMAN LEVY: Wait a minute.

COUNCILMAN CHRISTENSEN: If they don't have a place to put the animals, do you know where they're going to put them? They're going to unload their trucks two blocks north of Sahara Avenue and we're going to have the problem. So we're still going to have a problem. Any way you slice it, we're going to have that problem as long as we've got an animal shelter. It's very simple.

COUNCILMAN LEVY: Take them to Pat's house. (Laughter.)

MAYOR BRIARE: Really, it's not a laughing matter because I don't know of any animal in Clark County, and that includes the City of North Las Vegas and Las Vegas, that can identify it's home place of residence when they're to be picked up, and for North Las Vegas to be conditioning an agreement on whether the County does it, and the County is not ready to agree and then so here we are making an effort to do what we have to do and we'll not be able to do it.

COUNCILMAN LEVY: When do you feel that we're not going to have enough room? You're talking about critical, what is --

COUNCILMAN LURIE: Now. You go down there now and --

COUNCILMAN LEVY: What if you were instructed not to accept any animals from either North Las Vegas or Clark County?

DR. LESLIE WILLIAMS: If I were instructed that now what would happen? We would have only about 38% of our capacity would be in excess. In other words, 38% of our present capacity would be in excess under our present operational plan. I think our problem is we are providing a very fine service of animal control for not only the City of Las Vegas but for Clark County and North Las Vegas has a very reasonable cost, and we're to the point now where we have to plan expansion if we continue to provide that for the citizens of Las Vegas. And in order to provide the expansion, if the County and North Las Vegas, of course, are going to be with us, they have to be there over a period of years to justify that expansion.

COUNCILMAN LEVY: I understand completely.

DR. LESLIE WILLIAMS: So we're now trying to make a decision on what their intentions are so that we can either go on with them or go on without them, and to get more information or facts may be important from their point of view.

COUNCILMAN LURIE: I'd like to ask a question of Pat. Has the County agreed to these agreements, or would they agree to these agreements if the investigation of Dewey Shelter fell through?

PAT MULROY: Absolutely.

COUNCILMAN LEVY: They've already said that.

MAYOR BRIARE: The real truth of the matter is if there was ever a need for a metropolitan facility, this would be it.

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COUNCILMAN CHRISTENSEN: Don't even say that. Don't even say that because whenever you get a metropolitan facility, the metropolitan government handles it and we get socked with the bill.

COUNCILMAN LURIE: We'd better hurry before a Federal Judge steps in and has a Consent Decree on how many dogs we put in the cage.

DR. LESLIE WILLIAMS: There's several problems out there at that facility. Number One is the location. The location is a very, very poor location.

MAYOR BRIARE: Yes, way out in the county.

DR. LESLIE WILLIAMS: It's not only in the County; it's in a very, very poor accessible location for citizens to get to.

MAYOR BRIARE: Well, before this government completely goes to the dogs, Governor, let's get this matter resolved some way this morning.

COUNCILMAN LEVY: I'll make a motion. Our first meeting will be July what? The 5th? We'll have it on Thursday.

CITY CLERK HAWLEY: It will be decided in a minute (referring to a forthcoming agenda item).

COUNCILMAN CHRISTENSEN: That's when it will probably be though is the 5th.

COUNCILMAN LEVY: Yes, I'd like to give the County to July the 5th to either get off the pot and let's go on to the next item.

PAT MULROY: Fine.

COUNCILMAN LEVY: THAT WILL BE MY MOTION (ABEYANCE UNTIL JULY 5, 1984).

PAT MULROY: Thank you.

MAYOR BRIARE: Let's see what the vote is. Are you ready for the vote? Post. The motion's approved. (The motion carried unanimously.)

PAT MULROY: Thank you, Councilmen.

END OF EXCERPT

0237

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)		
1:19 J. Cooperative Agreement with North Las Vegas and Clark County for Capital Contributions re: Expansion of Animal Care and Control Center (with Revisions Approved by Clark County and North Las Vegas)	Levy - ABEYANCE Items H, I and J. Unanimous	7/5/84 Agenda Pat Mulroy, Asst. to County Mgr., Lorraine Lindsey, Admin. Asst. to No. Las Vegas City Mgr. & Dr. Leslie Williams appeared.
K. Approval of Cooperative Agreement with Clark County and North Las Vegas for Fire Communication Services (with Revisions Approved by Clark County and North Las Vegas)	Levy - APPROVED Agreement as recommended. Unanimous	Staff to proceed
	NOTE: Council directed staff to place Mutual Aid Agreement on 6/20/84 agenda.	

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Cooperative Agreement with North Las Vegas and Clark County for Capital Contributions Re: Expansion of Animal Care and Control Center

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved a cooperative agreement among the cities of Las Vegas and North Las Vegas and Clark County which provides for the sharing by the three entities of the costs of the anticipated expansion of the Animal Care and Control Center. The necessity of the anticipated expansion is attributable to the present overcrowding of the Center which is generated, partially, by the housing of animals from North Las Vegas and Clark County and to enable it to handle the projected increases in the animal population at the Center, which will be made more accute if it continues to receive animals from North Las Vegas and Clark County. It is therefore reasonable for the City to expect North Las Vegas and Clark County to make some capital contribution toward the costs which will be involved in the anticipated expansion, and the contract which is before you provides for that capital contribution. Each party's share of such costs, according to the proposed contract, will be: North Las Vegas, 15%; Clark County, 45%; and Las Vegas, 40%.

The agreement also provides that, notwithstanding the capital contributions on the part of North Las Vegas and Clark County, the Center will remain the sole and separate property of the City and that North Las Vegas and Clark County will have no voice in the operation thereof.

A provision has also been inserted which guarantees to Clark County and North Las Vegas, for a period of ten (10) years, that the Center will continue to provide its various services to those entities so long as the Center has not reached or exceeds the overcrowding limitations set forth in the Agreement.

Because expansion of the Center is to occur over a period of five (5) years, an inflation factor tied to the Consumer Price Index, plus a fifteen percent (15%) margin of error, has been included in the Agreement to cover potential increases in the actual construction costs and, at the same time, provide a cost ceiling to Clark County and North Las Vegas.

The proposed agreement has been submitted to North Las Vegas and Clark County for review, and the draft which is before you, with the revisions which are indicated thereon, has been approved by North Las Vegas and agreed to by the District Attorney's Office.

FISCAL IMPACT

The aggregate capital contributions of North Las Vegas and Clark County will pay 60% of the costs of the expansion of the Animal Care and Control Center.

RECOMMENDATIONS

It is recommended that the City Council approve the attached cooperative agreement with North Las Vegas and Clark County and authorize the Mayor to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-J

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984

TO: The City Council

FROM: George F. Ogilvie
City Attorney

SUBJECT:

Approval of Agreement with Clark County and North Las Vegas Re: Fire Communication Services

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved a cooperative agreement among the cities of Las Vegas and North Las Vegas and Clark County which provides for the sharing by the three entities of the costs associated with the operation of the new centralized fire communications (dispatching) system.

The proposed agreement will continue the operation of a centralized fire communication system by the City of Las Vegas for and in behalf of the three entities. The City of North Las Vegas and Clark County will pay a flat monthly charge to the City of Las Vegas, based upon a percentage of the shared costs of operating the communications system. For Fiscal Year '84-'85, the payments by the City of North Las Vegas and Clark County will be as follows:

	PAYMENT
Clark County	$103,670/Quarter ($414,680 yearly)
North Las Vegas	$19,850/quarter ($79,400 yearly)

For subsequent years, the percentages will be subject to adjustment to reflect incident report data for the preceding calendar year. Payment amounts will be based upon the applicable percentages of the costs and expenses to be shared.

The proposed agreement has been submitted to the City of North Las Vegas and Clark County for review and has been approved by them, subject to the revisions which are indicated on the draft which is before you.

FISCAL IMPACT

A. FY '84-'85 - $494,080 yearly

B. Thereafter - Will depend on budget and dispatching data

RECOMMENDATIONS

It is recommended that the City Council approve the attached agreement and authorize the Mayor to execute the same on behalf of the City.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 1984, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as "LAS VEGAS"), the CITY OF NORTH LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as "NORTH LAS VEGAS") and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as "CLARK COUNTY").

W I T N E S S E T H:

WHEREAS, LAS VEGAS, NORTH LAS VEGAS and CLARK COUNTY are the governmental entities responsible for providing fire and rescue services to the residents within the jurisdictional boundaries of each governmental entity; and

WHEREAS, part of this responsibility requires the proper dispatch of fire suppression and rescue units in response to calls requesting such fire and rescue services; and

WHEREAS, Chapter 277 of the Nevada Revised Statutes authorizes any two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the performance of any governmental function; and

WHEREAS, pursuant to the provisions of Chapter 277 of the Nevada Revised Statutes LAS VEGAS has entered into cooperative agreements with CLARK COUNTY and NORTH LAS VEGAS dated April 4, 1973, and September 14, 1977, respectively, establishing a combined communication system ("System") and a Combined Communication Center ("Center") operated and supervised by the Department of Fire Services of LAS VEGAS; and

WHEREAS, pursuant to the aforementioned agreements the Department of Fire Services of LAS VEGAS has operated the System and the Center for the benefit of the parties hereto; and

WHEREAS, the purpose of this Agreement is to continue in principle the System and the Center, with operation and control

by LAS VEGAS under the terms and conditions as herein provided.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants the parties do agree as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to centralize the dispatching requirements of all the parties hereto by continuing the System and the Center for the purpose of receiving all incoming calls for fire related services emanating from within the jurisdictional boundaries of the parties hereto, and dispatching the necessary rescue and suppression units in response to such emergency calls. The Center, presently located at 320 N. Casino Center Blvd., will be relocated to LAS VEGAS' new Central Fire Station when completed.

SECTION II: OPERATION OF THE SYSTEM AND CENTER

A. Daily Operational Control: It is agreed by the parties hereto that the System and the Center shall be under the daily supervision and control of the Department of Fire Services of LAS VEGAS.

The dispatching procedures, radio codes, situation codes or other communication codes shall be standardized for all of the parties by agreement. Thereafter, the dispatching procedures, radio codes, situation codes or other communication codes or devices in effect during the term of this Agreement shall be the same for all the parties. However, each party shall retain responsibility for determining its dispatching policy, consisting of the number and kind of fire suppression and rescue units to be dispatched by the Center in response to a fire alarm within the jurisdiction of the governmental entity.

It is understood that LAS VEGAS will operate the System in accordance with the applicable general guidelines as set forth by the Insurance Service Office of Nevada, presently in effect and as from time to time amended.

B. Financial Administration: It is agreed by the parties hereto that LAS VEGAS shall assume the responsibilities on

behalf of all the parties for the financial administration of the System and the Center.

C. Repair and Maintenance: The Department of Fire Services for LAS VEGAS shall be responsible for the maintenance and repair of the System and the Center. LAS VEGAS reserves the right to perform all such maintenance and repairs through its own employees or by entering into separate maintenance agreements.

D. Personnel: LAS VEGAS shall be responsible for providing such personnel as it deems necessary for the operation, maintenance and repair of the System and the Center. Such personnel shall be considered employees of LAS VEGAS. Selection, classification, compensation, termination and other related personnel matters pertaining to such personnel shall be in accordance with applicable LAS VEGAS personnel rules, regulations and procedures.

SECTION III: PAYMENT

CLARK COUNTY and NORTH LAS VEGAS shall pay to LAS VEGAS, on a quarterly basis, their respective portions of the shared costs and expenses for the operation, maintenance and repair of the System and the Center, as set forth in Section IV. LAS VEGAS shall invoice CLARK COUNTY and NORTH LAS VEGAS on a quarterly basis. Invoices for each quarter shall be sent approximately 30 days into that quarter. Payment for that quarter shall be made within 15 days after receipt of invoice.

SECTION IV: SHARING OF COSTS AND EXPENSES

A. For purposes of this Agreement, "shared costs and expenses" for a particular fiscal year means the budgeted expenditures for that year for the operation, maintenance and repair of the System and the Center, minus any unshared costs and expenses, as hereinafter described, which are attributable to LAS VEGAS.

B. CLARK COUNTY and NORTH LAS VEGAS shall pay to LAS VEGAS the amounts set forth in this Section in the manner prescribed by Section III. The determination of the payments to

be made by CLARK COUNTY and NORTH LAS VEGAS pursuant to this Agreement is based upon the premise that the costs and expenses of operating, maintaining and repairing the System and the Center will be apportioned between the parties on the basis of the number of incident reports arising out of each party's jurisdiction in relation to the total number of incident reports. Costs and expenses which are to be shared are those incurred for the benefit of all parties and include, without limitation, the following:

- Depreciation of telephone lines and equipment necessary for combined communications
- Depreciation of communications and support equipment
- Maintenance and operation of the Center facility and supporting equipment
- Depreciation of the new facility presently under construction
- Personnel salaries and fringe benefits
- Administration and overhead costs
- Other normal budgeted categories necessary for operation of the System and the Center.

Unshared costs and expenses are capital expenses and other expenses incurred solely for the benefit and at the request of one party and shall be the responsibility of that party. Examples of such costs and expenses are:

- Capital expenses
- The expenses of a party in installing and maintaining a telephone line to a fire station within its jurisdiction
- Special service expenses requiring overtime work by LAS VEGAS personnel

C. The amounts or percentages, as the case may be, to be paid by CLARK COUNTY and NORTH LAS VEGAS are as follows:

1. Fiscal Year '84-'85:

	Payment
CLARK COUNTY	$103.670/quarter ($414,680 yearly)
NORTH LAS VEGAS	$19,850/quarter ($79,400 yearly)

2. July 1, 1985 and Thereafter: Beginning with the fiscal year commencing on July 1, 1985, and each fiscal year thereafter, each party's share for that year will be based upon a percentage of the total number of incident reports on record for the preceding calendar year. The percentage for each party will reflect that proportion which the number of incident reports within that party's jurisdiction during the preceding calendar year bears to the total number of incident reports during that year within the jurisdictions of all the parties. For the particular fiscal year, CLARK COUNTY and NORTH LAS VEGAS shall pay to LAS VEGAS the applicable percentage of the shared costs and expenses for that year. In any fiscal year in which LAS VEGAS grants a formal contractual bargaining unit salary increase to the Center's employees, to become effective on any date other than July 1st, LAS VEGAS shall invoice the other parties, and the other parties shall reimburse LAS VEGAS, for their respective proportions of the costs which are associated with that salary increase during the remainder of that fiscal year, in addition to their respective percentages of the shared costs and expenses and the corresponding quarterly payments which are associated therewith.

3. The fire chiefs or their respective designees shall meet monthly to review the incident reports made during the preceding month and determine the number of such reports which are allocable to each entity for the month in question. The monthly allocations shall be totalled at the end of each fiscal year, and such totals shall be the basis for determining each party's per-

centage of the shared costs for the next ensuing fiscal year, pursuant to Paragraph 2 of this Subsection C.

SECTION V: BUDGET PREPARATION

During February of 1985 and during each February thereafter, LAS VEGAS shall prepare a budget projecting the shared costs and expenses for the upcoming fiscal year, and shall notify the other parties thereof. The respective parties reserve the right to conduct annual audits prior to accepting the shared costs which are allocated to them.

SECTION VI: DURATION

This Agreement shall be effective on July 1, 1984, or the date of execution, whichever is later, and shall continue in force and effect until a party exercises its right of termination as provided in Section VII or a termination date is agreed to by two of the three parties hereto.

SECTION VII: RIGHT OF TERMINATION

Either NORTH LAS VEGAS or CLARK COUNTY, or both, may terminate its or their participation in this Agreement at the end of any fiscal year by giving written notice to the other parties at least 90 days prior to the end of the fiscal year in which said party wishes to withdraw, and LAS VEGAS may terminate its participation in this Agreement with respect to either or both of the other parties at the end of any fiscal year by giving written notice to such party or parties, as the case may be, at least 180 days prior to the end of the fiscal year in which LAS VEGAS wishes to withdraw. Notice is deemed to have been given, for purposes of this Agreement, upon actual receipt of notice.

SECTION VIII: OWNERSHIP

Except as otherwise provided in Section IX, no ownership interest shall be obtained by NORTH LAS VEGAS or CLARK COUNTY in any personal property or equipment used in the System or in the real property or facilities presently used for the Center, or in any future facilities which are constructed by LAS VEGAS for such use. Nothing in this Section shall affect ownership interests

which CLARK COUNTY and NORTH LAS VEGAS, as of the date of this Agreement, may presently have in personal property or equipment used in the System.

SECTION IX: DISPOSITION OF ASSETS UPON TERMINATION

A. Upon termination of this Agreement, all property and assets used in connection with the operation of the System and the Center shall be retained by LAS VEGAS, except as otherwise provided in Paragraphs 1 and 2 below.

1. Personal property or equipment which was owned solely by a party other than LAS VEGAS as of the date of this Agreement shall be distributed to that party.

2. With respect to any personal property or equipment which, as of the date of this Agreement, was owned jointly by LAS VEGAS and another party, LAS VEGAS shall have the option of purchasing the other party's interest or allowing the other party to purchase LAS VEGAS' interest therein. If neither LAS VEGAS nor the other party desires to purchase the other's interest in a particular item, LAS VEGAS shall liquidate the item and distribute the proceeds in accordance with the parties' respective ownership interests.

B. For purposes of this Section, the amount to be paid by a party in order to purchase another party's interest in an item of jointly-owned personal property or equipment shall be the applicable percentage of the item's book value (the cost of the item less depreciation).

SECTION X: AMENDMENT

Any and all modifications or amendments to this Agreement shall become effective only if reduced to a written document which is signed by all the parties.

SECTION X: INTEGRATION

This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein and is intended

to supersede previous cooperative agreements between the CITY OF LAS VEGAS and the other parties with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS, NEVADA

ATTEST:

By William H. Briare
WILLIAM H. BRIARE, Mayor

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF NORTH LAS VEGAS, NEVADA

ATTEST:

By James K. Seastrand
JAMES SEASTRAND, Mayor

Esther V. Borden
ESTHER V. BORDEN, City Clerk
BY: EILEEN M. SEVIGNY, CHIEF DEPUTY CITY CLERK

COUNTY OF CLARK

ATTEST:

By Thalia M. Dondero
THALIA DONDERO, Chairman
Board of Clark County Commissioners

Loretta Bowman
LORETTA BOWMAN, County Clerk

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
VI. REPORTS FROM RECOMMENDING COMMITTEES		
A. BILL NO. 84-16 - AMENDS LVMC 7.16.020 TO MAKE IT COINCIDE WITH STATE LAW. Committee: Councilmen Lurie and Christensen First Publication: Review-Journal - 5/19/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Lurie - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.
B. BILL NO. 84-17 - REPEALS THE EXISTING SECTION IMPOSING THE RABIES VACCINATION UPON ALL WARMBLOODED ANIMALS AND INSERTS A NEW SECTION REQUIRING ONLY THE VACCINATION OF DOGS AND CATS. (SECOND AMENDMENT) Committee: Councilmen Lurie and Christensen First Publication: Review-Journal - 5/19/84 Committee Recommendation: Adoption at City Council meeting 6/6/84 as per Second Amendment.	Lurie - Second Reading and Bill ADOPTED as per Third Amendment. Unanimous	Clerk to proceed with second publication.

APPROVED AGENDA ITEM
mp Cook

CITY COUNCIL MINUTES AFFIDAVIT OF MAILING

0249

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 8th day of May, 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 PM, on Monday May 14, 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).

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

Subscribed and sworn to before me this
8th day of May 1984

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County and State.
My Commission expires: 3-15-86

SANDRA R. LE BOEUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Mar. 15, 1985

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 8th day of May, 1984, at the hour of 9:30 AM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a NOTICE of a INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances to be held on the 14th day of May, 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 Coucil Chamber)

Joanne Perry
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this
8th day of May, 1984

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

SANDRA R. LE BOEUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Mar. 15, 1985

May 2, 1984

NOTICE

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, May 14, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

A. BILL NO. 84-16 - AMENDS LVMC 7.16.020 TO MAKE IT COINCIDE WITH STATE LAW.
Committee: Councilmen Lurie and Christensen

B. BILL NO. 84-17 - REPEALS THE EXISTING SECTION IMPOSING THE RABIES VACCINATION UPON ALL WARMBLOODED ANIMALS AND INSERTS A NEW SECTION REQUIRING ONLY THE VACCINATION OF DOGS AND CATS.
Committee: Councilmen Lurie and Christensen

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.

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 22nd day of May, 1984, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4PM, on ~~Monday~~ Tuesday May 29, 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).

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

Subscribed and sworn to before me this
22nd day of May, 1984

Linda M. Owens
NOTARY PUBLIC in and for said County and State.
My Commission expires: 8-12-84

LINDA M. OWENS
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Aug. 12, 1984

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

COUNTY OF CLARK) ss

Joanne Gerr, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 22 day of May, 1984, at the hour of 11:15 am there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a NOTICE of a INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances to be held on the 29th day of May, 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 Coucil Chamber)

Joanne Gerr
SIGNATURE

City Clerk's Office
DEPARTMENT

Subscribed and sworn to before me this
22nd day of May, 1984

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

SANDRA R. LE BOEUF
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Mar. 15, 1986

May 16, 1984

NOTICE

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., Tuesday, May 29, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

A. BILL NO. 84-18 - ESTABLISHES CERTAIN ACTS AS CONSTITUTING PUBLIC NUISANCES, DECLARES A PERSON WHO COMMITS ANY OF SUCH ACTS TO BE GUILTY OF A MISDEMEANOR, MAKES LOITERING AND PROWLING UNLAWFUL UNDER CERTAIN CIRCUMSTANCES, PROVIDES INSTANCES WHICH MAY BE CONSIDERED IN DETERMINING WHETHER OR NOT SUCH CIRCUMSTANCES EXIST AND PROHIBITS SLEEPING IN DOORWAYS OF UNOCCUPIED BUILDINGS.
Committee: Councilmen Levy and Lurie

B. BILL NO. 84-19 - ESTABLISHES THE HOURS DURING WHICH THE CITY PARKS IN GENERAL ARE OPEN TO THE PUBLIC AND PROHIBITS THE PARKING OF MOTOR VEHICLES IN THE PARKING LOTS WHICH ARE LOCATED IN OR ADJACENT TO THE CITY PARKS.
Committee: Councilmen Nolen and Christensen

C. BILL NO. 84-20 - ANNEXATION NO. A-1-84(A). PROPERTY LOCATED AT THE SOUTHWEST CORNER OF DECATUR BOULEVARD AND EL PARQUE AVENUE, PETITIONED BY: JAMES J. CHAISSON, ET AL, ACREAGE: APPROXIMATELY 5 ACRES, ZONED: C-2 and R-E UNDER RESOLUTION OF INTENT TO C-2 (COUNTY CLASSIFICATION), C-2 AND R-3 UNDER RESOLUTION OF INTENT TO C-2 (CITY EQUIVALENT).
Committee: Councilmen Lurie and Levy

D. BILL NO. 84-21 - ANNEXATION NO. A-2-84(A). PROPERTY LOCATED AT THE SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND BUFFALO DRIVE, PETITIONED BY: MAURY ABRAMS, ACREAGE: APPROXIMATELY 5.72 ACRES, ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
Committee: Councilmen Lurie and Levy

E. BILL NO. 84-22 - REQUIRES ADORESS NUMBERS OR LETTERS TO BE A MINIMUM OF 12 INCHES HIGH ON BUILDINGS LOCATED MORE THAN 50 FEET FROM THE STREET IN CERTAIN BUILDING COMPLEXES.
Committee: Councilmen Christensen and Nolen

F. BILL NO. 84-23 - MAKES COMPREHENSIVE AMENDMENTS IN THE CITY'S MASSAGE CONTROL ORDINANCE.
Committee: Councilmen Lurie and Levy

G. BILL NO. 84-24 - ESTABLISHES METHOD OF DETERMINING DATES OF REGULAR MEETINGS OF THE CITY COUNCIL WHEN OFFICIAL DATES THEREFOR FALL ON LEGAL HOLIDAYS.
Committee: Councilmen Lurie and Levy

H. BILL NO. 84-25 - EXPRESSLY ALLOWS THE SENIOR CITIZENS' CENTER DIRECTOR TO VOTE ON THE SENIOR CITIZENS' ADVISORY BOARD; REQUIRES A HIATUS IN MEMBERSHIP ON THE BOARD OF AT LEAST ONE YEAR AFTER AN APPOINTIVE MEMBER'S SERVICE OF TWO CONSECUTIVE TERMS; CHANGES THE ELIGIBILITY REQUIREMENTS FOR HONORARY MEMBERSHIP STATUS, ESTABLISHES AN EMERITUS MEMBERSHIP STATUS; AND REQUIRES THAT APPOINTMENTS TO BOARD BE MADE THROUGH BOARD RECOMMENDATIONS.
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.

MAILING LIST - Amended Chapter 2.46 of the City Code public hearing notice

Dr. Alex Witkow
4784 El Tesoro Avenue
Las Vegas, Nevada 89121

Mrs. Angie Hauptman
326 N. 16th Street
Las Vegas, Nevada 89101

Mrs. Fay Colen
4231 Orion Avenue
Las Vegas, Nevada 89110

Ben Roscoe
1055 Bonita
Las Vegas, Nevada 89104

Tom Bowling
P. O. Box 28226
Las Vegas, Nevada 89126

Dr. William Thompson
1937 Caballero Way
Las Vegas, Nevada 89109

Ms. Hazel Lewis
4830 Montoro
Las Vegas, Nevada 89121

Nick Orsino
3880 Wynn Road - #317
Las Vegas, Nevada 89103

Ms. Anna Donnelly
102 Sir George
Las Vegas, Nevada 89110

Ms. Jacqueline McKinney
2030 Harvard
North Las Vegas, Nev. 89030

Commissioner Thalia Dondero
225 Bridger
Las Vegas, Nevada 89155

Bob Light
Sr. Citizen's Center
(inter-office mail)

Gene Simon
Sr. Citizen's Office
(inter-office mail)

Ms. Estelle Moran
2504 Wimbledon Way
Las Vegas, Nevada 89107

John Falco
4801 S. Harrison
Las Vegas, Nevada 89121

Ms. Jewel McKay
3719 Colonial Drive
Las Vegas, Nevada 89121

Ms. Laura Tupper
1324 Belleview
Cardiff by the Sea
California 92007

Ms. Clara Rogers
607 Bedford Road
Las Vegas, Nevada 89107

Standard Mailing List for
Recommending Committee meetings

ITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date 0256

May 15, 1984

TO:

FILE

FROM:

Carol A Hawley

CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
MAY 14, 1984

COPIES TO:
5/16/84 and 6/6/84 City Council Agenda Books
City Attorney
Business Activity Director
Community Planning & Development Director
Engineering Services Director
Public Services Director
Building & Safety Director
Metro
Fire Services Chief

MEETING HELD: Monday, May 14, 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 4:35 P.M.

PRESENT:

Councilman Lurie
Councilman Christensen
Councilman Nolen
Ashley Hall, City Manager
Don Saylor, Deputy City Manager
Michael Cool, Deputy City Manager
Richard Blue, Administrative Assistant to City Manager
George Ogilvie, City Attorney
Robert Sylvain, Deputy City Attorney
Carol Ann Hawley, City Clerk
Linda Owens, Deputy City Clerk
Michael Fielding, Animal Control
Dart Anthony, Humane Society of Southern Nevada
Lou Mastro, Humane Society of Southern Nevada
Robert Kuchar, Humane Society of Southern Nevada
Christopher Alexander, World Media Syndicate/Assn.
Karin Helgesen, Animal Welfare
Helen Clark, Animal Welfare
Cece LeBoeuf, Animal Advisory Committee

A. BILL NO. 84-16 - AMENDS LVMC 7.16.020 TO MAKE IT COINCIDE WITH STATE LAW.
Committee: Councilmen Lurie and Christensen

Committee recommended adoption at the June 6, 1984 City Council meeting. (Please refer to the attached transcript of the May 14, 1984 Recommending Committee meeting for additional information.)

B. BILL NO. 84-17 - REPEALS THE EXISTING SECTION IMPOSING THE RABIES VACCINATION UPON ALL WARMBLOODED ANIMALS AND INSERTS A NEW SECTION REQUIRING ONLY THE VACCINATION OF DOGS AND CATS.
Committee: Councilmen Lurie and Christensen

Committee recommended adoption at the June 6, 1984 City Council meeting as per Second Amendment.
(Please refer to the attached transcript of the May 14, 1984 Recommending Committee meeting for additional information.)

CAH/lmo

City of Las Vegas

AGENDA DOCUMENTATION

Date: April 27, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Bill No. 84-16 -- Amendment to Section 7.16.020 of the Las Vegas Municipal Code to Conform it to State Law

PURPOSE/BACKGROUND

Section 7.16.020 of the Las Vegas Municipal Code and NRS 575.020, both of which relate to the harboring of vicious animals, appear to be somewhat in conflict. The State law contains the specific requirement that any person who is prosecuted under that section must have knowledge of the animal's vicious propensities before he can be convicted. The City ordinance, on the other hand, does not expressly require knowledge, although the Municipal Court Judges, on two separate occasions, have interpreted it as so requiring.

Bill No. 84-16, if it is adopted, will eliminate this apparent conflict.

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

AGENDA DOCUMENTATION

Date: May 25, 1984

TO: The City Council

FROM: Robert S. Sylvain
Deputy City Attorney

SUBJECT:

Bill No. 84-17

PURPOSE/BACKGROUND

Bill No. 84-17 deletes Section 10 of Title 7, Chapter 12 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in its entirety. Under the present Section 10, a rabies vaccination was required of all warmblooded animals within the City, the age requirement for the vaccination of warmblooded animals being three months and an exemption being recognized for animals vaccinated in a jurisdiction other than the City without any time limitations upon the exemption.

Under the new Section 10, the requirement of a rabies vaccination is imposed upon dogs and cats, instead of all warmblood animals. The age requirement is raised to four months, instead of three months, with a thirty (30) day grace period. A person owning, keeping, harboring or possessing a dog or cat which has reached the age of four (4) months or a person obtaining possession or control of a cat or dog which has already reached the age of three (3) months has thirty (30) days in which to obtain a vaccination of the animal. Vaccination of a dog or cat between the ages of four and 12 months in a jurisdiction other than the City must be revaccinated one year later in accordance with the provisions of 7.12.30. However, if the dog or cat has already reached the age of 12 months, then an exemption is recognized for the animal which has been vaccinated in another jurisdiction for a period equal to the immunization period recognized by the manufacturer of the vaccine with the exception that no vaccine will be recognized for more than two years in the case of dogs, and one year in the case of cats. All vaccinations in a jurisdiction other than the City must be by a person licensed to practice veterinary medicine in that jurisdiction, and must be evidenced by a certificate of vaccination containing the information required in Section 7.12.50 in order for the dog or cat to be entitled to the exemption contained therein. The exemption for commercial kennels which exists under the current Code is continued under the present amendment.

The Bill also repeals Section 30 pertaining to revaccination requirements if the vaccination has been with a live-virus vaccine of a tissue-penalized vaccine. The new Section 30 adopted in lieu thereof imposes new revaccination requirements, viz that dogs vaccinated between the ages of four and 12 months must be revaccinated one year later and thereafter every two years with a vaccine effective for a minimum of two years, and that cats must be revaccinated on an annual basis.

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-B

COUNCILMAN LURIE: The first item on the agenda is Bill No. 84-16, which amends the Las Vegas Municipal Code 7.16.020 to make it coincide with State law. We have the City Attorney here and Mike Fielding from the Animal Control Department. Would you like to make some comments on this bill?

CITY ATTY. OGILVIE: This bill is a result of a problem which developed in Municipal Court a few months ago. They were prosecuting an individual for having a vicious dog running at large and the defense attorney moved to dismiss the complaint because of an inconsistency between the City ordinance and State law. We survived that challenge. He made the same motion before another Municipal Judge. We survived that challenge also, but we feel that it's only a matter of time until somebody finds the judge is not going to rule in our favor and, therefore, we are recommending that we make the City ordinance correspond with the State law.

COUNCILMAN LURIE: Are there any other comments from City staff? Mr. Sylvain, do you have -- ?

DEP. CITY ATTY.SYLVAIN: No, I don't have anything.

COUNCILMAN LURIE: When you speak up, would you give your name and address and who you are representing today, Dart .

DART ANTHONY: Dart Anthony, Humane Society of Southern Nevada. I do have a question on this particular submission. I need a clarification. The City, to my understanding, has a Vicious Animal Advisory Board now that is in place to make decisions regarding vicious or dangerous or ferocious type animals. I wanted to know, is, who will be making this determination? Will it be an Animal Control officer out in the field or will the case be brought before this Advisory Committee to make these decisions?

CITY ATTY. OGILVIE: This has nothing to do with that at all, Dart. This merely says that someone who permits a vicious dog to run at large is guilty of a misdemeanor, that's all it does.

DART ANHTONY: But,unless what I'm reading is different, it says that "any animal that is running at large and bites, or attempts to bite, any person." Who makes that determination, Animal Control officer?

CITY ATTY. OGILVIE: I suppose the person that got bitten would know.

DART ANTHONY: They will have to file a complaint, the person that actually is bitten.

CITY ATTY. OGILVIE: Where are you reading that? No, he would not.

DART ANTHONY: I'm reading on line 17.

CITY ATTY. OGILVIE: I don't know what you're getting at.

DART ANTHONY: The only thing we're concerned with -- we realize there are vicious animals running out there -- the only thing the Humane Society is concerned with is who makes the determination whether this animal is vicious, ferocious --

CITY ATTY. OGILVIE: The judge does. This is a criminal prosecution. You take it before the judge. If the judge determines it's not a vicious animal, then the defendent has not violated his provision in the ordinance. If he makes the decision that it is a vicious animal and the owner or person who has control of it, due to his vicious propensities, then the owner or person who has control, the person charged, is guilty of a misdemeanor.

DART ANTHONY: Someone will have to file charges, don't they, George? I mean, someone has to file the complaint.

CITY ATTY. OGILVIE: Yes.

COUNCILMAN CHRISTENSEN: George, isn't this-- correct me, if I'm wrong. This might clear it up. The only -- this isn't a whole new ordinance, this is a change. The underlined portion is added and that portion in the bracket is deleted.

CITY ATTY. OGILVIE: All we're doing is making it that the person who is charged must have knowledge of the dangerous tendencies of the animal before he can be prosecuted.

COUNCILMAN CHRISTENSEN: The only new things are lines 21, 22, 23 and 24.

DART ANTHONY: What happens to the animal, let's say, if that determination is made hypothetically speaking, then the judge would order it to be euthanized?

CITY ATTY. OGILVIE: No. The judge refers it back to the Animal Advisory Committee.

DART ANTHONY: Animal Advisory Committee and that determinant is made there?

CITY ATTY. OGILVIE: Yes, but the judge is not bound by that recommendation. That is an entirely different aspect of the ordinance from what we are discussing now. That's something that comes down the road. It has nothing to do with this provision whatsoever.

DART ANTHONY: I do think it might leave a little -- a few doors open to be misused by some people?

CITY ATTY. OGILVIE: We're not prosecuting the dogs.

DART ANTHONY: I realize that.

CITY ATTY. OGILVIE: We're prosecuting the people who let them run at large.

DART ANTHONY: We get hundreds of calls per week from people, you know, complaining neighbors about their dogs and things and after

DART ANTHONY: we've checked them out, I'm sure Mike gets the same things in Animal Control, a lot of it is just neighbors trying to get even with their neighbors and the dog becomes the scapegoat inbetween.

CITY ATTY. OGILVIE: Well, as I say, we're not prosecuting the dogs, we're prosecuting people.

CECELIA LEBOEUF: My name is Cecelia LeBoeuf. I have read this over very thoroughly and I think it is written very well. I see no corrections in it whatsoever. I think it carries it out to the point. We have too many dogs right now running at large and it's not good for the City.

COUNCILMAN LURIE: Thank you, Cece. This is kind of an informal meeting so I have not instituted any rules, but we're happy to have you here and make your comments.

CECELIA LEBOEUF: Lucky I got here, Ron.

COUNCILMAN LURIE: Well, I'm happy that you're here. Is there any other comments on the ordinance? The committee then will recommend at the appropriate meeting, which will probably be, what, June 6?

CITY CLERK CAROL HAWLEY: Yes.

COUNCILMAN LURIE: It will be June 6th that this bill will be adopted. We'll move on to Bill 84-17. It repeals the existing section imposing the rabies vaccination upon all warmblooded animals and inserts a new section requiring only the vaccination of dogs and cats. Mr. Ogilvie or Mr. Sylvain.

CITY ATTY. OGILVIE: We do have a requested amendment, Mr. Chairman. On line 21, or 31, I'm sorry, 30. The line presently reads: "issued only by the Animal Regulation Officer or." We want to strike the words "by the Animal Regulation Officer or." Then that line should read: "issued by a person who is licensed by the State."

COUNCILMAN LURIE: So it reads: "The certificate of vaccination shall be issued only by a person who has been licensed by this State."

CITY ATTY. OGILVIE: "To practice veterinary medicine." And then add the following: "A certificate of rabies vaccination issued in another state or foreign country will be recognized as in compliance with the requirements of this section, if, one, the vaccination has been administered by a person licensed to practice veterinary medicine in the state or foreign country, two, the vaccination meets the requirements of this section." We request that be added and that the bill be entitled First Amendment.

CECELIA LEBOEUF: May I ask a question, sir? On that, when we recognize other

CECELIA LEBOEUF: states and other governments, most of them have a three year rabies vaccination for dogs and two years for cats. This is about the only city that I have been in where that type of requirement for a two year vaccination for dogs and one year for a cat. Are you going to recognize the others for three years or make them take it every two years, if theirs is good for three years? Say they just moved here. This is what I'm asking.

DEP. CITY ATTY. SYLVAIN: It is supposed to be that they have to comply with our requirements.

CECELIA LEBOEUF: Okay, but they get a rabies shot that is good for three years. Say they've just moved here and their rabies shots will not run out until three years hence. Do they have to get it in two years or can they get it in three years? This is what I'm asking.

DEP. CITY ATTY. SYLVAIN: The problem we were concerned with is our requirements are, for instance, if they have to be vaccinated at the age of three or four for twelve months and then every two years thereafter, so our concern was that if they came from out of state and they were vaccinated with something that was not affected for two years, they had to meet our requirements, so they have to be vaccinated with a vaccine that is effective for two years because they're going to have to be vaccinated as our requirements are every two years.

CITY ATTY. OGILVIE: But Mrs. LeBoeuf's question is: What if they're vaccinated with a vaccine that meets our requirements and is good for two years, but in the state from which they came --

DEP. CITY ATTY. SYLVAIN: If it's good for longer than two years, then it certainly would be good here.

CECELIA LEBOEUF: Okay, then you will recognize it.

COUNCILMAN LURIE: Have them show they got a certificate of vaccination.

MIKE FIELDING: May I speak? My name is Mike Fielding. I'm in the City of Las Vegas Animal Control. Cece, I think what we have here is compliance with the District Health Department. They recognize a two-year vaccine, even though your three-year vaccine and two-year vaccine are the same, they're one in the same vaccine. I think that if a person moves in from an outlining state that honors a three-year vaccine into a state that recognizes only two years for that vaccine, it should stay as such. One, because of your rabies control there. We've been very fortunate that we have not had rabies in your domesticated animals in a number of years and I think it's due to setting the standard of a two-year vaccine. There are some states that even have a one-year vaccine, being Texas, your borderline states that have a number of rabid animal

MIKE FIELDING: cases every year and you have to remember, we're in a very unique situation with the amount of transient people that come through our city bringing animals from all over the country. The way it has worked in the past, if you have a vaccine that is good for two years from another state and move into this state, we do make you get a two-year, well not a two-year, but at the end of a two-year period you will be required to get a new vaccine for your animal.

COUNCILMAN CHRISTENSEN: In other words, if you come in from out of state with a three-year certificate on your animal, at the end of two years they'll dock the last year and tell you to go get another one before they'll issue you a license.

CITY ATTY. OGILVIE: I think that should be spelled out in here.

COUNCILMAN CHRISTENSEN: If that's the case, it should be spelled out because it isn't clear. It's silent on it because the only place where they talk about accepting other states is other states veterinary abilities, not the vaccine.

COUNCILMAN LURIE: Will you rewrite that paragraph?

CITY ATTY. OGILVIE: Yes, because that should be included. That should be spelled out.

CITY MANAGER HALL: I would like to make a comment right quickly. Ashley Hall, City Manager. The lines 30, 31, 32 that George referred to were comments that were made by members of the Veterinary Society who called to specifically input it into this ordinance change and that was basically the language they were satisfied with.

COUNCILMAN CHRISTENSEN: That, as I understand it, is to prevent the friendly neighbor from doing the rabies vaccine.

MIKE FIELDING: They sell it over the counter.

CECELIA LEBOEUF: Yes. What are we going to do about that? I know two drug stores that sell -- and they are not live rabies vaccine.

COUNCILMAN CHRISTENSEN: This takes care of that. This says that it's got to be a licensed veterinarian to do the shot.

CECELIA LEBOEUF: How are we going to stop the drug stores from selling it over the counter? It's alright if they want to buy their shots, their distemper or their --

COUNCILMAN LURIE: Take that up through the Legislature in '85.

CECELIA LEBOEUF: Okay, but they do get them over the counter from the drug stores.

COUNCILMAN CHRISTENSEN: Yes, but you see, you can't issue a certificate that way, so it doesn't do you any good.

COUNCILMAN LURIE: Somebody could buy it and administer it to their own dog, but--

COUNCILMAN CHRISTENSEN: But without a certificate, they can't get licensed.

CECELIA LEBOEUF: I know, but what I'm saying, such as Mike said. We have such a good preventive system going here against rabies and these people that are buying the dead vaccine, which we call it, the dead vaccine, they're not as effective as the live rabies vaccine. Is there any way that we could stop this from over the counter sales? This is what I'm getting at.

COUNCILMAN CHRISTENSEN: That is going to be a Legislature thing. I think you have to get it across the street and bring it in or Pahrump or someplace else.

COUNCILMAN LURIE: I'm sure that's done all through the state, so it would probably have to go through the Legislature and get them to enact a law that would prohibit that from being sold over the counter. Who is your Legislator in your district?

CECELIA LEBOEUF: John DuBois.

COUNCILMAN LURIE: That's good. Get ahold of John.

CECELIA LEBOEUF: I am. I'm going to talk to him tonight.

DART ANTHONY: Can I back up for one second? If a person comes in from, hypothetically let's say, the Los Angeles area and they have a three-year vaccine or vaccination certificate from that state from the veterinarian in California, they come here, they move in. You will be then honoring that transfer or are you going to insist that they reinoculate that dog with additional rabies vaccination to be in compliance with what you want here in the city?

MIKE FIELDING: A lot of it actually, Dart, would depend on the circumstance around our dealings with the individual.

DART ANTHONY: You may create retaliatory situations in other states and with other veterinarian associations if you do not honor their vaccination certificates. You can check with Hawaii and find out what happened over in that state where they did it with California. You have to take into consideration, rabies vaccine is rabies vaccine. I don't care what state it is in. It still has the same situation for protection from the general public. I don't think you should not honor something from another state that comes in here, if it's been three years, it's been three years. I think you should let that

DART ANTHONY: time go and when the time comes then make them conform, but don't revaccinate the dog. It's going to give --

COUNCILMAN CHRISTENSEN: Are you talking about immediately or at the end of the two years?

DART ANTHONY: Let's say I just got my dogs shot, Paul, in California and they got their vaccinations and I decided one year later to come here. My vaccine is still good for two years according to that state law. If I come here after that two-year period, then I would comply with the City of Las Vegas.

COUNCILMAN CHRISTENSEN: What if you come here after the first year and we accept it for the second year, but require revaccination to get you on the two-year cycle?

DART ANTHONY: My feeling would be that at that point in time you are requiring me to overly vaccinate my dog with rabies vaccination. There are certain side effects that can occur.

COUNCILMAN CHRISTENSEN: Why? I thought you said the vaccine was the same.

DART ANTHONY: Yes. It is the same, but Cece brought it up. Certain vaccinations for rabies there are certain side effects that have to be taken into consideration on a liability. I personally feel that your vaccination program is too short. I think it should be a bit longer. I'm not paranoia thinking we have a problem with rabies in this valley because we don't, but I think that if a state issues a certificate, it should be honored across state lines for that particular animal, if not, you are then revaccinating the animal, creating that animal to have more immunity in him which in turn could possibly, and I say, could possibly, create rabies within that particular canine. I think you have to be very concerned with that.

CITY ATTY. OGILVIE: In any event, an animal, regardless of where he's vaccinated, is going to be vaccinated for two years. We will accept the other state's vaccination for a total of two years, but at the end of that two years, regardless of where it was vaccinated, whether it's Nevada or some other state, at the end of two years, the animal is going to have to be vaccinated. If you think that he should be allowed to go for three years and the dogs that are vaccinated in the state are only good for two years.

DART ANTHONY: Well, I think what you really have to look at is the manufacturers of these rabies vaccinations. I know Ashley Hall is quite familiar with that because Dr. Jim Nave advised him of that fact. Vaccinations are either for three or five years by the manufacturer. They have that much immunity time in them. You are cutting that shorter by saying --

CITY ATTY. OGILVIE: So you are arguing not with the reciprocity angle, you are arguing that the two years, regardless of where they are vaccinated is too short.

DART ANTHONY: If the manufacturer says "this vaccine is good for three years," the City should honor that.

CITY MANAGER HALL: Where is that -- stipulated on the certificate? The problem you've got --

DART ANTHONY: I talked to Dr. Stears from northern Nevada.

CITY MANAGER HALL: The problem you have is that unless you have some type of stipulation from the person that did the vaccine in the first place as to how long the vaccine was for, at the end of a three-year vaccination, you would imagine the vaccine would be at least good for three years.

DART ANTHONY: It would have to be or they wouldn't issue it.

CITY MANAGER HALL: My question is, is it good for five years?

DART ANTHONY: Some, but not all of them. Three is usually the standard.

COUNCILMAN CHRISTENSEN: Let me ask you a dumb question then because I've looked at my dog's vaccination certificates and I don't recall that they say how long they are good for. I think that's established by the ordinance. All I get is the date it was done and what was used.

DART ANTHONY: You're right, but the manufacturer that actually manufactures that vaccination does advise all veterinarians of the length of the -- the strength of that particular vaccination.

COUNCILMAN CHRISTENSEN: Will the veterinarians guarantee it for three years?

CECELIA LEBOEUF: Not here they will not.

DART ANTHONY: I had a conversation with Dr. Nave, What they want to avoid is"the look that they are being greedy" and I'm quoting him directly -- "to the public by doing that." I can understand that position, and I think he's absolutely right there. A vaccination done by a legitimate manufacturer, if they say on their brochure "this vaccine is good for three years" or whatever the case may be, that's what that vaccine is good for. You writing an ordinance saying "Well, now you've got to do it every two years and renew it X amount of times" is meaningless according to what the manufacturer says the length of that is, so it gives a greedy look, maybe unintentional, but it gives a greedy look to make some money. Our opinion as the humane society, and we can back that up with scientific data, the problem in this valley is not rabies, it's airborn diseases like distemper, hepatitis and parva. Those are the things that are killing animals, not rabies. I don't think

DART ANTHONY: the City can prove that there's been a rabid dog here for ages, rabid bats, yes, but no rabid dogs or canines in this valley for quite some time. We don't have the problem that has been vocalized within the media. I'm concerned with the welfare of the animal itself and not overly vaccinating for rabies. There are certain side effects that I'm particularly concerned with and that's premature cataracts and there's a liability factor here. If the manufacturer states that his vaccine lasts for three years or five years, or whatever the case may be, and you have a law that says I have to do it every two years and my dog suffers from side effects because of that, the City certainly has a certain liability if a person gets a good lawyer, does the research and goes to court with the City.

CITY ATTORNEY OGILVIE: Dart, you're harping on this two years. It is my understanding that that's set not by the City, but set by the County Health officer, so you should go argue with him and not take up our time here.

CECELIA LEBOEUF: We shipped a cat and dog to Japan. My husband was in the service. We had gotten our animals vaccinated, all the vaccination, including rabies, about a year and three months prior to our shipping the animals over. We had to get another rabies shot. We had to get a full certificate. It does not hurt the animal ever.

MIKE FIELDING: Your District Health Officer along with the Clark County Veterinarian Associates sets down the guidelines for your rabies shots and it fits the needs of the community. In this case the District Health Department sets two years they will honor a vaccine.

DART ANTHONY: Now your key words there Mike is "fits the needs of the community." Who sets this precedent "the needs of the community," if it isn't the Veterinarian Association?

MIKE FIELDING: Your District Health Officer.

DART ANTHONY: I don't think they get involved in animal cases, you know that.

COUNCILMAN LURIE: Not the officer, but if he sets the standard for this two years, then he has to change that, if it's three.

DART ANTHONY: But he should suffer any consequences of liability if that should occur.

COUNCILMAN CHRISTENSEN: If we're going to talk about liability, you know, you're talking about the animals. I think part of the problem here is that if the rabid animal bites a human being and if you've got a three-year vaccine on your dog and it bites me and I get rabies and the state standard and local standard is two years, I think you've got the liability, not me.

DART ANTHONY: No question about that, but the point is, we haven't had that problem. Our only job is not to argue with you. If you want to pass an ordinance that requires this, that's all well and good, that's your prerogative and duty as a City -- I'm just trying to bring to the public that there are certain things that you should look at as well, irregardless of the Health Department or Animal Control, or anybody else for that matter. There are certain possible liability problems here. You have a manufacturer that says his vaccine lasts for that long.

COUNCILMAN LURIE: What we can do is, we can adopt this based on the Health Officer's requirements at this time and we can send him a letter and ask him if he's willing to review those again or if he wants to make a recommendation to change them, but we're going to follow his standards at the present time.

CECELIA LEBOEUF: Well, actually it doesn't stem from the Health Department here. It stems from Atlanta, Georgia. They set the --

DART ANTHONY: No, it does not.

CECELIA LEBOEUF: It certainly does.

DART ANTHONY: Alright, but --

COUNCILMAN LURIE: I think there was one other change that we wanted to discuss, there's a conflict with state and federal. Where it's three it should be four. Is it on line 21?

COUNCILMAN CHRISTENSEN: You're talking about line 21 "at the age of three (3) months." That should be four.

DART ANTHONY: That's contrary to the State law and I brought it to Mr. Sylvain's attention.

COUNCILMAN LURIE: The federal is four also and we have no problem with changing that so we can comply.

COUNCILMAN CHRISTENSEN: Line 21 should read "four (4)."

CECELIA LEBOEUF: Four months, instead of three.

COUNCILMAN LURIE: Line 21 should read "four (4) months.

CITY ATTY. OGILVIE: That would be in conjunction with U. S. D. A. recommendations. How do you feel about that, Mike?

MIKE FIELDING: I personally feel that three months of age is not too young at all for an animal to receive the rabies vaccination. Again, it stems on your rabies control. We've had a very effective community rabies program.Vaccinating at a younger age basically gives you that little extra security that the Clark County Veterinary Association also goes along with the three month vaccine. It does contradict though by a month the State.

CITY ATTY. OGILVIE: Well, I don't think it really is in conflict with the State law. The State law gives the cities more latitude --

COUNCILMAN CHRISTENSEN: We are allowed to be more stringent than the State, but we just can't be less.

CITY ATTY. OGILVIE: I personally don't think there's a conflict. I have no ax to grind one way or the other. If some people want it four, that's fine with me, but it should be based on logic rather than purported conflict with State law because I don't imagine it is.

DART ANTHONY: Do you have statistics, Mike, on any communities that are currently requiring three months of vaccinations of canines?

MIKE FIELDING: El Paso, Texas is the only one that I do know of being a border town. Most of your border towns and ones that have a very high rabies risk, they do require three months of age. Again, a lot of it fits the needs of your communities. Not every community is going to run into this. You state we have a non-existent rabies problem. The reason I would have to say we have a non-existent rabies problem is because of the stringent rabies control we imply in this community. There is a possibility that we can run into a problem in the future and you, by your own admittance, and by the records, rabid bats last year were pretty close to an epidemic proporation.

DART ANTHONY: Mike, would you answer one thing for the record? I've been around town probably as long as you have and that was long before Doc Williams ever became the head of that facility. Tell me the epidemic of rabies that you had in the old running of that facility -- you didn't have it, so it has nothing to do with your stringent laws. It is just non-existent in the desert.

MIKE FIELDING: I can't say that, Dart. I'd hate to be the one to say that and then all of a sudden --

DART ANTHONY: Can you cite rabies cases on canines in Clark County, general Clark County area, for the last ten years. Give me some examples of dogs that have had rabies that have created a problem, you don't have that. We are not stupid. We're checking things out, too. We are very concerned with this push for rabies and rabies and inoculating puppies that are still in development stages. You're going to create some problems by doing this. You could easily create a rabies problem by putting, by vaccinating an infant puppy at three months of age. I don't care about the consortium. I read that thing that Dr. Williams -- You've got different veterinarians that say different things and until someone gives some concrete evidence, we're putting animals life in jeopardy with a hypothetical rabies problem that doesn't exist in Las Vegas as an incorporate city. Let's be honest,

DART ANTHONY: let's think about the animal for a change here and a problem that doesn't exist. I personally, if I lived in the city, I would not vaccinate my dog at three months of age and you'd have to take me to court, but I don't live in the city. Okay, what good is this? This is the city. What about the dogs in the county or North Las Vegas? What are you going to do here?

COUNCILMAN LURIE: We are not talking about the county or North Las Vegas. You'll have to handle that tomorrow. The committee doesn't have any problem in changing it to four months. We think Animal Control has done a good job and we'll go along with that recommendation so it says four with the federal, four with the state. We'll accept that in an amendment. We are also going to accept the amendment that the City Attorney has made with rewriting the language of that paragraph that deals with the --

CITY ATTY. OGILVIE: The paragraph that Cece has brought up?

COUNCILMAN LURIE: Yes. We want to see that --

COUNCILMAN CHRISTENSEN: Before the meeting so we can see it. I want to make sure that's clarified as far as what the reciprocity agreements are with reference to the vaccine, not only the person that administered it, but also what he administers.

COUNCILMAN LURIE: I think, Cece, you had something you wanted to say.

CECELIA LEBOEUF: You know, when a puppy is eight weeks old, or a kitten is eight weeks old, they get their first shot, they get their little distemper and they get their DP, or what. Then they get their second shot in a month hence from there. The third month is when they get their full distemper and all that stuff so that means the people will have to come back another month to get a rabies shot. With this they can get the whole full rabies and all the other shots in three months of age.

COUNCILMAN CHRISTENSEN: There would be nothing to preclude them from doing that.

CHRISTOPHER ALEXANDER: Excuse me, my name is Christopher Alexander. I'm with the Humane Society. Number one, I don't know where you got the statistics on when the dogs get their shots, but that's not when they get them.

CECELIA LEBOEUF: That's what the vets told me.

CHRISTOPHER ALEXANDER: Well, as far as --

CECELIA LEBOEUF: I'm sure they know.

COUNCILMAN LURIE: You can discuss it after the meeting.

CHRISTOPHER ALEXANDER: I did want to bring up a point, going back to talking about a dog that was vaccinated with a three-year license in another state that came into this state. If that's going to be overridden by the County licensing of two years, Mr. Fielding brought up the point that some states, such as Texas, have it for one year. Do we then override that and extend that to two years, if it's the same vaccine?

CITY ATTY. OGILVIE: Our minimum requirement is two years.

CHRISTOPHER ALEXANDER: That's what I'm saying, they have been inoculated in Texas for one year.

COUNCILMAN CHRISTENSEN: Does the certificate say how long it lasts?

CHRISTOPHER ALEXANDER: The certificate says when it was given and what was given.

COUNCILMAN CHRISTENSEN: That's right. It doesn't say how long it's good for. It only says when it was given. Our laws require it every two years, so if it's been two years since the last one, they'll have to have it.

CHRISTOPHER ALEXANDER: Here's what I'm saying, are you going to insist that they have it after one year, if the license they got in Texas is for one year?

COUNCILMAN CHRISTENSEN: That's a good question.

CECELIA LEBOEUF: If they got a shot in 1983 and they moved here from Texas, that dog does not have to get a rabies shot until 1985, and that's the way it should read.

COUNCILMAN CHRISTENSEN: That's the way the law reads now.

MIKE FIELDING: As long as it's utilizing the same vaccination.

COUNCILMAN CHRISTENSEN: As long as it's utilizing the same stuff.

COUNCILMAN LURIE: And they have to show that certificate when they come in here to get licensed and if the officer feels it doesn't meet those requirements, he'll require a vaccination.

DART ANTHONY: Do I understand correctly? You want puppies and kittens at the age of four months of age to be fully vaccinated for rabies, right?

COUNCILMAN LURIE: The Committee is going to recommend on June 6th that the ordinance be adopted with the amendments.

COUNCILMAN CHRISTENSEN: The ordinance today reads "three months." We're not changing that, except to make it "four."

DART ANTHONY: Yes, I know that. That went through and we weren't alerted

DART ANTHONY: to it or we would have been here earlier too to that particular hearing.

COUNCILMAN LURIE: George, you will prepare those amendments. Everyone that would like a copy of those amendments can contact the City Attorney's office before our next meeting.

CITY ATTY. OGILVIE: For the record, that will be designated "Second Amendment."

COUNCILMAN LURIE: Anything else to come before the board?

DART ANTHONY: Could we, George, have a copy of those changes when you have them, please?

CITY ATTY. OGILVIE: Sure.

DART ANTHONY: Thank you.

END OF EXCERPT

/lo

ITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date 0274
May 30, 1984

TO:

FILE

FROM:

CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
MAY 29, 1984

COPIES TO:
6/6/84 City Council Agenda Books
City Attorney
Business Activity Director
Community Planning & Development Director
Senior Citizens Center Director
Public Services Director
Building & Safety Director
Metro
Fire Services Chief

MEETING HELD: Tuesday, May 29, 1984, at 4:00 P.M. in the City Manager's Conference Room, 10th Floor, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting adjourned at 4:42 P.M.

PRESENT:
Councilman Ron Lurie
Councilman Al Levy
Councilman Paul Christensen
Deputy City Manager Don Saylor
Deputy City Manager Michael Cool
City Attorney George Ogilvie
Deputy City Attorney Robert Yeargin
Director of Dept. of Community Planning & Development Harold Foster
Director of Senior Citizens' Center Robert Light
Senior Citizens' Coordinating Officer Gene Simon
Carol Ann Hawley, City Clerk
Linda Owens, Deputy City Clerk
Lt. R. Baggett, LVMPD
Detective Chuck Woodworth, LVMPD
Alex Stevens, Sahara Health Center
Mary O'Driscoll, Las Vegas SUN
Business Activity Director Jerry Cahill
Business Activity Chief Privilege License Division Marge Hether

EXCUSED: Councilman Bob Nolen

A. BILL NO. 84-18 - ESTABLISHES CERTAIN ACTS AS CONSTITUTING PUBLIC NUISANCES, DECLARES A PERSON WHO COMMITS ANY OF SUCH ACTS TO BE GUILTY OF A MISDEMEANOR, MAKES LOITERING AND PROWLING UNLAWFUL UNDER CERTAIN CIRCUMSTANCES, PROVIDES INSTANCES WHICH MAY BE CONSIDERED IN DETERMINING WHETHER OR NOT SUCH CIRCUMSTANCES EXIST AND PROHIBITS SLEEPING IN DOORWAYS OF UNOCCUPIED BUILDINGS.

Committee: Councilmen Levy and Lurie

Lt. R. Baggett, LVMPD, stated this bill will enable Metro to cope with the growing problem of vagrants in Las Vegas. No one was present in opposition to this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

B. BILL NO. 84-19 - ESTABLISHES THE HOURS DURING WHICH THE CITY PARKS IN GENERAL ARE OPEN TO THE PUBLIC AND PROHIBITS THE PARKING OF MOTOR VEHICLES IN THE PARKING LOTS WHICH ARE LOCATED IN OR ADJACENT TO THE CITY PARKS.
Committee: Councilmen Nolen and Christensen

Councilman Christensen stated this ordinance is to prevent persons from living in cars that are parked in public parks. No one was present in opposition to this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

C. BILL NO. 84-20 - ANNEXATION NO. A-1-84(A). PROPERTY LOCATED AT THE SOUTHWEST CORNER OF DECATUR BOULEVARD AND EL PARQUE AVENUE, PETITIONED BY: JAMES J. CHAISSON, ET AL, ACREAGE: APPROXIMATELY 5 ACRES, ZONED: C-2 and R-E UNDER RESOLUTION OF INTENT TO C-2 (COUNTY CLASSIFICATION), C-2 AND R-3 UNDER RESOLUTION OF INTENT TO C-2 (CITY EQUIVALENT).
Committee: Councilmen Lurie and Levy

No one was present in opposition to this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

D. BILL NO. 84-21 - ANNEXATION NO. A-2-84(A). PROPERTY LOCATED AT THE SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND BUFFALO DRIVE, PETITIONED BY: MAURY ABRAMS, ACREAGE: APPROXIMATELY 5.72 ACRES, ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
Committee: Councilmen Lurie and Levy

No one was present in opposition to this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

E. BILL NO. 84-22 - REQUIRES ADDRESS NUMBERS OR LETTERS TO BE A MINIMUM OF 12 INCHES HIGH ON BUILDINGS LOCATED MORE THAN 50 FEET FROM THE STREET IN CERTAIN BUILDING COMPLEXES.
Committee: Councilmen Christensen and Nolen

Councilman Christensen stated the purpose of this bill is to enable emergency personnel to locate buildings quickly. Detective Chuck Woodworth, LVMPD, said Metro wholeheartedly supports this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

F. BILL NO. 84-23 - MAKES COMPREHENSIVE AMENDMENTS IN THE CITY'S MASSAGE CONTROL ORDINANCE.
Committee: Councilmen Lurie and Levy

Councilman Lurie stated this bill was brought before the City because the Golden Nugget Hotel, as well as other City businesses, would like to have a health spa

and include massages.

Deputy City Attorney Bob Yeargin highlighted the proposed bill as follows: (1) Reduces the fee structure in the existing chapter from $1,000 to $300 semi-annually for a business license; (2) Permit fees for masseur or masseuse have been reduced from $150 to $50 semi-annually; (3) Attendants would be required to obtain a permit; (4) Establishments would have to have a shower, sink and toilet; (5) Patrons of massage establishments will no longer be required to sign a statement that they understand prostitution is illegal in the City of Las Vegas; (6) Massage establishments will be required to keep records of the patrons date of service, type of service, etc.; (7) The City Massage Board of Examiners should comprise essentially the same persons as the County Massage Board of Examiners so the City will not have to go through an organizational phase; (8) There is a provision in the bill to allow for reciprocity so the persons certified by the County board will not have to go through the certification process for the City board.

Alex Stevens, Sahara Hotel Health Spa, recommended the license fee of $50 semi-annually, plus a sliding scale fee based on gross receipts. He also recommended the massage technicians renewal fee be $15 per year; the attendants permit fee should be a one-time fee; and suggested that a massage establishment be able to permit their certified technicians to go anywhere in the city to perform the service and not just in a hotel containing 200 rooms or more.

Councilman Lurie said he will recommend to the full City Council Board a $200 semi-annual license fee, $25 semi-annual fee for masseur or masseuse, and a $25 fee for attendants, plus a $25 fee for new permits when they change places of employment. Committee recommended adoption at the June 6, 1984 City Council meeting as per First Amendment.

G. BILL NO. 84-24 - ESTABLISHES METHOD OF DETERMINING DATES OF REGULAR MEETINGS OF THE CITY COUNCIL WHEN OFFICIAL DATES THEREFOR FALL ON LEGAL HOLIDAYS.
Committee: Councilmen Lurie and Levy

No one appeared in opposition to this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

H. BILL NO. 84-25 - EXPRESSLY ALLOWS THE SENIOR CITIZENS' CENTER DIRECTOR TO VOTE ON THE SENIOR CITIZENS' ADVISORY BOARD; REQUIRES A HIATUS IN MEMBERSHIP ON THE BOARD OF AT LEAST ONE YEAR AFTER AN APPOINTIVE MEMBER'S SERVICE OF TWO CONSECUTIVE TERMS; CHANGES THE ELIGIBILITY REQUIREMENTS FOR HONORARY MEMBERSHIP STATUS; ESTABLISHES AN EMERITUS MEMBERSHIP STATUS; AND REQUIRES THAT APPOINTMENTS TO BOARD BE MADE THROUGH BOARD RECOMMENDATIONS.
Committee: Councilmen Lurie and Levy

This bill was first proposed at a Senior Citizens' Advisory Board meeting. No one appeared in opposition to this bill. Committee recommended adoption at the June 6, 1984 City Council meeting.

CAH/lmo

AGENDA

City of Las Vegas

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

June 6, 1984

ITEM			Council Action	Department Action
	VI.	REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)		
11:30	C.	BILL NO. 84-18 - ESTABLISHES CERTAIN ACTS AS CONSTITUTING PUBLIC NUISANCES, DECLARES A PERSON WHO COMMITS ANY OF SUCH ACTS TO BE GUILTY OF A MISDEMEANOR, MAKES LOITERING AND PROWLING UNLAWFUL UNDER CERTAIN CIRCUMSTANCES, PROVIDES INSTANCES WHICH MAY BE CONSIDERED IN DETERMINING WHETHER OR NOT SUCH CIRCUMSTANCES EXIST AND PROHIBITS SLEEPING IN DOORWAYS OF UNOCCUPIED BUILDINGS. Committee: Councilmen Levy and Lurie First Publication: Review-Journal 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Levy - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.
11:32	D.	BILL NO. 84-19 - ESTABLISHES THE HOURS DURING WHICH THE CITY PARKS IN GENERAL ARE OPEN TO THE PUBLIC AND PROHIBITS THE PARKING OF MOTOR VEHICLES IN THE PARKING LOTS WHICH ARE LOCATED IN OR ADJACENT TO THE CITY PARKS. Committee: Councilmen Nolen and Christensen First Publication: Review-Journal 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Nolen - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.

APPROVED AGENDA ITEM
mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 10, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Bill No. 84-18

PURPOSE/BACKGROUND

Bill No. 84-18 provides that, in addition to those acts or omissions which constitute public nuisances under the State law, any person who interferes with, obstructs or tends to obstruct or renders dangerous for passage any street, sidewalk, alley, doorway to or stairway in any public building or any building to which the public is invited or any other area which is intended as a passageway in any public place or any place to which the public is invited creates a public nuisance and is guilty of a misdemeanor. This Bill also provides that it is unlawful for any person to loiter or prowl on private property under certain circumstances, provides instances which may be considered in determining whether or not those circumstances exist and prohibits sleeping in the doorways of unoccupied buildings.

The purpose of Bill No. 84-18 is to supplement the State law in order to correct what the City Attorney's office perceives to be deficiencies therein.

FISCAL IMPACT

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 - C

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 10, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Bill No. 84-19

PURPOSE/BACKGROUND

In order to prevent persons from living in cars which are parked in the public parks, Bill No. 84-19 proposes to establish uniform hours during which the public parks shall be open and to prohibit any person from remaining in any park or in any motor vehicle in a parking lot which is located in or adjacent thereto during the hours when the park is closed, upon the erection of appropriate signs which specify such hours.

The Department of Recreation and Leisure Activity recommends that the hours be established as 7:00 a.m. to 9:00 p.m., except during activities which are sponsored by the Recreation Department.

FISCAL IMPACT

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 - D

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)		
11:33	E. BILL NO. 84-20 - ANNEXATION NO. A-1-84(A), PROPERTY LOCATED AT THE SOUTHWEST CORNER OF DECATUR BOULEVARD AND EL PARQUE AVENUE; PETITIONED BY: JAMES J. CHAISSON, ET AL; ACREAGE: APPROXIMATELY 5 ACRES; ZONED: C-2 AND R-E UNDER ROI TO C-2 (COUNTY CLASSIFICATION) C-2 AND R-3 UNDER ROI TO C-2 (CITY EQUIVALENT). Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Lurie - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.
11:35	F. BILL NO. 84-21 - ANNEXATION NO. A-2-84(A), PROPERTY LOCATED AT THE SOUTHWEST CORNER OF CHARLESTON BOULEVARD AND BUFFALO DRIVE; PETITIONED BY: MAURY ABRAMS; ACREAGE: APPROXIMATELY 5.72 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT). Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Lurie - Second Reading and Bill ADOPTED. Unanimous (Nolen excused)	Clerk to proceed with second publication.

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 2, 1984

TO: The City Council

FROM: Val Steed
Deputy City Attorney

SUBJECT: Bill No. 84-20
Annexation No. A-1-84(A)

PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located at the southwest corner of Decatur Boulevard and El Parque Avenue. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 29, 1984) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-1-84(A)
Property Located:	At the southwest corner of Decatur Boulevard and El Parque Avenue
Petitioned By:	James J. Chaisson, et al. 3175 E. Sahara Las Vegas, Nevada 89104
Acreage:	Approximately 5 acres
Zoned:	C-2 and R-E under ROI to C-2 (County classification)
	C-2 and R-E under ROI to C-2 (City equivalent)

FISCAL IMPACT

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 - E

City of Las Vegas

0282

AGENDA DOCUMENTATION

Date: May 2, 1984

TO: The City Council

FROM: Val Steed
Deputy City Attorney

SUBJECT: Bill No. 84-21
Annexation No. A-2-84(A)

PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located at the southeast corner of Charleston Boulevard and Buffalo Drive. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 29, 1984) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-2-84(A)
Property Located:	At the southeast corner of Charleston Boulevard and Buffalo Drive
Petitioned By:	Maury Abrams 16661 Ventura Boulevard Encino, California
Acreage:	Approximately 5.72 acres
Zoned:	R-E (County classification) N-U (City equivalent)

FISCAL IMPACT

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 - F

AGENDA

City of Las Vegas

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

June 6, 1984

ITEM		Council Action	Department Action
	VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)		
	G. BILL NO. 84-22 - REQUIRES ADDRESS NUMBERS OR LETTERS TO BE A MINIMUM OF 12 INCHES HIGH ON BUILDINGS LOCATED MORE THAN 50 FEET FROM THE STREET IN CERTAIN BUILDING COMPLEXES. Committee: Councilmen Christensen and Nolen First Publication: Review-Journal - 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	No action taken at the request of Councilman Christensen. LVMPD is to conduct further study of this bill in conjunction with conformity of North Las Vegas and Clark County.	6/20/84 Agenda
11:37	H. BILL NO. 84-23 - MAKES COMPREHENSIVE AMENDMENTS IN THE CITY'S MASSAGE CONTROL ORDINANCE. Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84 as per First Amendment.	Lurie - Second Reading and Bill ADOPTED as per First Amendment. Unanimous NOTE: Councilman Lurie expressed appreciation to Deputy City Attorney Bob Yeargin, Alex Stevens and others for their work in preparing this ordinance.	Clerk to proceed with second publication.

APPROVED AGENDA ITEM

MP Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 9, 1984

TO: The City Council

FROM: Robert Yeargin
Deputy City Attorney

SUBJECT: Bill No. 84-23 Makes comprehensive amendments in City's massage control ordinance.

PURPOSE/BACKGROUND

This bill is submitted in view of interest by the Golden Nugget and possibly other downtown hotels in offering massage in newly constructed health clubs in the hotels. The bill is designed to make current licensing requirements less onerous while keeping regulations that will prevent massage establishments from being fronts for prostitution. A section-by-section analysis of the proposed and existing language of Chapter 6.52 of the Las Vegas Municipal Code is attached.

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 - H

AGENDA

City of Las Vegas

June 6, 1984

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

	ITEM	Council Action	Department Action
	VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)		
11:38	I. BILL NO. 84-24 - ESTABLISHES METHOD OF DETERMINING DATES OF REGULAR MEETINGS OF CITY COUNCIL WHEN OFFICIAL DATES THEREFOR FALL ON LEGAL HOLIDAYS. Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Lurie - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.
11:39	J. BILL NO. 84-25 - EXPRESSLY ALLOWS THE SENIOR CITIZENS' CENTER DIRECTOR TO VOTE ON THE SENIOR CITIZENS' ADVISORY BOARD; REQUIRES A HIATUS IN MEMBERSHIP ON THE BOARD OF AT LEAST ONE YEAR AFTER AN APPOINTIVE MEMBER'S SERVICE OF TWO CONSECUTIVE TERMS; CHANGES THE ELIGIBILITY REQUIREMENTS FOR HONORARY MEMBERSHIP STATUS; ESTABLISHES AN EMERITUS MEMBERSHIP STATUS; AND REQUIRES THAT APPOINTMENTS TO BOARD BE MADE THROUGH BOARD RECOMMENDATIONS. Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 5/23/84 Committee Recommendation: Adoption at City Council meeting 6/6/84	Nolen - ABEYANCE	6/20/84 Agenda
	APPROVED AGENDA ITEM mp Cook	Mayor announced that Gene Simon, Senior Citizens Coordinating Officer, would be resigning from his position on Friday with a coffee for fellow staff members in his honor. Mayor expressed his and Council's appreciation for his dedicated service to the City.	

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 10, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Bill No. 84-24 -- Establishes method of determining dates of regular meetings of the City Council when official dates therefor fall on legal holidays

PURPOSE/BACKGROUND

Bill No. 84-24 provides that when the date for a regular meeting of the City Council falls on a legal holiday, that meeting should be cancelled and all matters which were scheduled to be considered at that meeting should be placed on the agenda for the next regular meeting of the Council. A delay of four weeks (and five weeks, in months in which there are five Wednesdays) appears unreasonable, particularly in Planning matters, and it has been suggested that a better method of rescheduling such meetings be developed.

Bill No. 84-24 provides that, if a regular meeting of the City Council falls on a legal holiday, the next following business day will be the date for that meeting unless the City Council, at a regular meeting which precedes that meeting, sets a different date for such meeting. The Bill also provides that, if a majority of the members of the City Council fails to appear in any meeting, the members who are present may recess the meeting to a time certain.

FISCAL IMPACT

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 - I

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984
VI. REPORTS FROM RECOMMENDING COMMITTEES
ITEM J - BILL NO. 84-25

MAYOR BRIARE: BILL 84-25, Councilman Lurie.

COUNCILMAN LURIE: Mayor, we'd like it read.

MAYOR BRIARE: Mr. Ogilvie.

CITY ATTY. OGILVIE: Bill No. 84-25, Ordinance No. blank, an ordinance relates to the Senior Citizens Advisory Board; amending Title 2, Chapter 46, Sections 10, 20, 30, 40, 50, 60 and 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, expressly to allow the Senior Citizens Center Board to vote on the Board -- to allow the Senior Citizens Director to vote on the Board; to require a Hiatus in membership on the Board of at least one year after an appointive member's service of two consecutive terms; to change the eligibility requirements for Honorary Membership; to establish an Emeritus Membership status; to require that appointments to the Board be made through Board recommendations; provide other matters properly relating thereto; and repealling all ordinances or parts or ordinances in conflict herewith.

MAYOR BRAIRE: Councilman Lurie.

COUNCILMAN LURIE: Mayor, I believe there's some discussion.

COUNCILMAN LEVY: Yes, I'd like --

COUNCILMAN LURIE: Commissioner Levy has a question.

COUNCILMAN LEVY: Mr. Mayor, I'd like to ask Mr. Light why he feels he needs to vote on the Board. I have never heard of an Executive Director voting on a Board. Can you explain that, Mr. Light? That'd be like our City Manager voting on this board.

ROBERT LIGHT: This came as a recommendation of the Committee, not from me and they strongly felt that they would like to have me as --

COUNCILMAN LEVY: You speak up and they certainly know where you stand on most every subject.

ROBERT LIGHT: Yes. I think part of the reason for it is we have one paid City Staff person who sits on the Board, that's the Mayor's Coordinating Officer, he is a voting member, and I think this is what led the Committee to say, "If that paid Staff person is a member of the Board, why isn't the Director of the Center a voting member of the Board?"

COUNCILMAN LURIE: My personal feeling and it didn't come out at the other meeting is that as Director, you present the items to the Board, the Board votes on them and personally you shouldn't really have a vote on that Board. You're putting yourself, I think, in a precarious position by having a vote and the recommendation at the meeting was to adopt the Bill and then with some other thoughts that came after the meeting and discussion, I feel and I don't know -- I'm sure Councilman Levy feels the same way that we want to take that out of the Bill.

ROBERT LIGHT: I have no problem because it was not my thinking at all.

COUNCILMAN LEVY: I just want to know, Bob, I just don't think it's right for you to be on both sides of the fence. Therefore, I'll move that --

COUNCILMAN CHRISTENSEN: I have a question on one other section of the Bill.

COUNCILMAN LEVY: Alright.

COUNCILMAN CHRISTENSEN: The one that requires that appointments be made through Board recommendations. That's almost self-perpetuating is it not, where you can't make an appointment to that Board without the Board recommending that person be appointed?

COUNCILMAN LEVY: I don't think that's what it says, does it, or does it?

COUNCILMAN CHRISTENSEN: It's what the explanation says right here. "and requires that appointments to the Board be made through Board recommendations."

CITY ATTY. OGILVIE: That is what the ordinance says provide, Councilman Christensen, however, as far as the self-perpetuating aspect of it, no Board member may serve more than two consecutive terms.

COUNCILMAN LEVY: I know, but he certainly can --

COUNCILMAN CHRISTENSEN: Well I know, but they could pick all their own replacements.

ROBERT LIGHT: I think the thinking of the Committee was that persons who desired to serve on the Board, rather than coming to one of the Commissioners and saying, gee I'd like to --

COUNCILMAN LEVY: We don't mind a recommendation, Mr. Light, but we don't want to -- be said that we have to and that's what this says. I mean, I don't think that the gentleman that we have who's been so very active and who's now going to be working under the Mayor's office -- that gentleman was a recommendation of our staff, not yours.

ROBERT LIGHT: Well, almost all present members have come through the Council. I think this stems from comments that arose after the tax rollback when many many seniors said, how do people get on the Board. Why don't we have some input into it and --

COUNCILMAN LEVY: We look for recommendations always and I think that's very good, but that's all I'd want is a recommendation not a have to.

ROBERT LIGHT: I think what the Committee was thinking of was simply that the channel would be that any person who wanted to serve on the Board, would be known by the Board and have met with the Board, talked with them before that name was presented to the Council for recommendation.

COUNCILMAN CHRISTENSEN: You see if we could only appoint those people that the Board sends to us, then why don't we just let the Board go ahead and appoint their own members. I mean that takes us clear out of it.

ROBERT LIGHT: No, I would say that if you saw a person that you wanted to appoint that you would ask that person to -- they intend to have a nominating committee that would be on top of that and to let that person sit down with that nominating committee. I think we've had a couple of experiences where, not where it's actually happened, where people who have said I'm going to try and get on the Board because they want to go exactly the opposite direction that the Board was going and they said, gee --

COUNCILMAN CHRISTENSEN: Maybe that's what they need to keep it honest. People have gotten on the City Council do just exactly that.

COUNCILMAN NOLEN: Just table it to the next meeting. Your Honor, I'D LIKE TO MAKE A MOTION WE TABLE THIS TO THE NEXT MEETING SO THAT WE CAN IRON OUT SOME OF THESE QUESTIONS. I have questions in my mind in regards to the appointments and the proceedures and I'm not sure we can resolve them at this time.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984
VI. REPORTS FROM RECOMMENDING COMMITTEES
ITEM J - BILL NO. 84-25

MAYOR BRIARE: Mr. Ogilvie, does that keep the matter alive?

CITY ATTY. BRIARE: Yes, it -- assuming that the July meeting is held before Friday the 6th and --

COUNCILMAN NOLEN: This could be held 'til the 20th of June anyway, isn't it?

CITY CLERK HAWLEY: Excuse me, George. We did publish this bill on the 23rd of May so it has 30 days thereafter.

COUNCILMAN NOLEN: So the 20th meeting would be sufficient.

COUNCILMAN LURIE: So if we brought it back on the 20th, we'd have sufficient time to -- that's 30 days.

COUNCILMAN LEVY: That's fine. I'm sure it'd be worked out by then.

MAYOR BRIARE: Are there any objections by the Board members? If there are no objections, then this matter will be TABLED.

END OF EXCERPT

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
VII. BOARDS AND COMMISSIONS		
A. Appointments to the Board of Massage Examiners. (NOTE: To be considered after the adoption of Bill No. 84-23, See Page 23, Item H.)	Lurie - Motion to concur in Mayor's appointment of Alex Stevens, 1841 Dartmouth Circle, L. V., NV 89104, Dr. Jacqueline Borkin, 2770 S. Maryland Parkway, Suite 416, L. V. NV 89109, Paul Kabasan, 3704 San Angelo, L. V., NV 89102, Albert Ludwig, 2353 Warm Springs Rd., L. V., NV 89119, Mike Tulane, 2405 Santa Paula Dr., L. V., NV 89104, and Mike Kaplan, 3800 S. Decatur, Sp. 207, L. V., NV 89103 to four-year terms carried unanimously.	Clerk to notify

APPROVED AGENDA ITEM

mp Cook

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date 0292

May 18, 1984

TO:
Mayor Briare
Councilman Christensen
Councilman Levy
Councilman Lurie
Councilman Nolen

FROM:
Robert Yeargin
Deputy City Attorney

SUBJECT:
Appointments to a
City Board of Massage Examiners

COPIES TO:
Carol Hawley
City Clerk

The City Council will be considering Bill No. 84-23, amendments to the City's massage control ordinance, at its meeting on June 6. If the Council adopts the ordinance, it will need to appoint a Board of Massage Examiners before the amendments are fully operational. The Board must be in place so that it can certify applicants for masseurs' or masseuses' permits.

I recommend for several reasons that the Council appoint the members of the existing Clark County Board of Massage Examiners. First, these individuals are already working together; they would not have to go through the organizational procedures that an entirely new board would. Second, it will not be necessary to locate appointees with the appropriate credentials if these persons are appointed. Third, filling the Board in this manner seems the most expeditious way to meet the needs of downtown hotels that wish to open health clubs in the immediate future. Finally, if the Council appoints these individuals to the City board, it is not necessary to enter an interlocal agreement with the County for the services of the Board as such.

The names and addresses of the persons I recommend are as follows:

1. Alex Stevens
   1814 Dartmouth Dr.
   Las Vegas, Nevada 89104

2. Dr. Jacqueline Borkin
   2770 S. Maryland Parkway, Suite 416
   Las Vegas, Nevada 89109

3. Paul Kabasan
   3704 San Angelo
   Las Vegas, Nevada 89102

4. Albert Ludwig
   2353 Warm Springs Rd.
   Las Vegas, Nevada 89119

5. Mike Tulane
   2405 Santa Paula Dr.
   Las Vegas, Nevada 89104

6. Mike Kaplan
   3800 S. Decatur, Sp. 207
   Las Vegas, Nevada 89103

PROPOSED AMENDMENTS TO CHAPTER 6.52: AN ANALYSIS

Present	Proposed
6.52.010: Privileged business finding -- Chapter 6.06 Conformance	
Massage establishments affect economic, social and moral well-being of City, etc.	No change proposed.
6.52.020: Definitions	
(A) New language.	(A) "Attendant:" persons providing superficial application of oil, etc., and other services.
(B) New language.	(B) "Board."
(C) New language.	(C) "Certificate."
(D) "Massage:" non-sexual service for payment.	(D) No change proposed.
(E) "Massage establishment:" place receiving income from massage.	(E) No change proposed.
(F) "Masseur or masseuse:" person practicing massage.	(F) No change proposed.
(G) "Outcall massage:" business where massage not offered at massage establishment.	(G) No change proposed.
[(E)] "Recognized school:" school requiring 400 hours of instruction.	Repeal; unnecessary with amendments.
6.52.030: Exemptions	
Exemption from chapter for doctors, nurses, barbers, and cosmeticians.	No change proposed.
6.52.040: License required	
License required for operating massage establishment.	No change proposed.
6.52.050: Supervising masseur or masseuse	
Requirement for supervising masseur with 3 years' experience.	Repeal; licensee remains liable for activities on premises.
6.52.060: Licensee fees	
Semiannual fee of $1000 or 1% of gross sales, whichever is higher.	Fee of $200 semiannually; men's and women's facilities under one licensee to be considered one establishment.

6.52.070: Inspection before licensing

No license to be issed without inspection that shows compliance with LVMC §§6.52.090 - 6.52.120.	No change proposed.

6.52.080: Denial grounds

(A) Applicant, licensee or principal has committed crime of prostitution or sexual misconduct.	(A) Repeal; covered by LVMC 6.02.330.
(B) Masseur has committed criminal act while providing services to patron & licensee knew or should have known that might occur.	(B) Add attendant.

6.52.090: Waterproof construction -- plumbing

(A) Rooms used for tubs, toilets, etc., to be made of waterproof materials and in accordance with Uniform Building Code.	(A) Repeal waterproof requirement; UBC requirements sufficient.
(B) Plumbing fixtures must comply with Uniform Plumbing Code; steam rooms, shower compartments must have waterproof floors, etc.; floors floors of wet and dry heat rooms must have pitched floors and floor drains; exception for dry heat rooms with wooden floors; source of hot water required in vicinity of heat rooms.	(B) Repeal waterproof floor, etc., requirement to make construction requirement consistent with UBC; repeal exception to require pitched floors and floor drains in all heat rooms.

6.52.095: Shower required

New section.	Single shower to be provided for each 15 or more patrons of that sex on premises at any one time.

6.52.100: Toilet facilities

Requirements for numbers of toilets for patrons and construction of toilet rooms.	No change proposed.

6.52.110: Lavatories	
Washbasin with hot and cold running water required in toilet room or vestibule.	No change proposed.
6.52.120: Electrical equipment	
Electrical equipment to comply with Uniform Electrical Code.	Change to National Electrical Code adopted by City.
6.52.130: Cleanliness	
All parts of massage establishment to be kept clean.	No change proposed.
6.52.140: Employee garments and dressing rooms	
Requirements for clothing and dressing rooms for employees.	No change proposed.
6.52.150: Linens	
Clean linen to be provided. No laundering on premises except in approved facilities.	No change proposed.
6.52.160: Daily cleaning requirements -- Bathtubs	
Heat rooms, showers and toilet rooms to be cleaned each day, tubs after each use.	No change proposed.
6.52.170: Advertising	
Licensees not to use false or misleading advertising.	Add requirement that all advertisements contain establishment's license number.
6.52.180: Contract with patrons	
Requires patron to sign contract stating that prostitution is illegal in City.	Repeal; offensive to patrons of legitimate establishments.
6.52.180: Recordkeeping requirements	
New section.	Operator to keep appointment book containing name of patron, service, time and date of service, provider of service and amount paid.
6.52.185: Inspection of records	
New section.	Appointment book available for inspection for two years. Unlawful to disclose information without authorization.

6.52.190: Register of employees

Licensee to keep register of employees. Register to be available for inspection.	No changed proposed.

6.52.200: Nameplates for employees

Masseurs, etc., to wear nameplates with their name and permit number.	Repeal. Inconvenient for masseurs and covered by other regulatory provisions.

6.52.200: Display of licenses, permits

New section.	Licensee to display establishment's license and permits of masseurs, masseuses and attendants.

6.52.210: Age of employees

Unlawful to employ persons who are not at least 18 years old.	No change proposed.

6.52.220: Permits required of employees

Unlawful to employ person as masseur or masseuse who does not have permit.	Add attendant.

6.52.222: Apprentice masseurs and masseuses - duties

New section.	Apprentices not to perform outcall massage or perform massage except under sponsor's direct supervision. Must take next examination after at least 6 months continuous service.

6.52.224: Temporary masseurs and masseuses - duties

New section.	Temporary masseur, etc., not to perform massage without certified permit holder of same sex present, perform outcall massage or sponsor apprentice. Required to take next examination.

6.52.230: Obscene or opposite-sex massage

Unlawful to touch or massage genitals of customer, breasts of female customer. Unlawful to massage person of opposite sex.	No change proposed.

6.52.240: Outcall massage

(A) Unlawful to perform outcall massage except on customer who cannot come to establishment because of infirmities.	(A) Repeals exemption for the infirm; replaces with new exemption for outcall in hotels with more than 200 rooms.
(B) Recordkeeping requirements for outcall massage performed pursuant to (A).	(B) Repeal.

6.52.250: Permits required

Masseurs, etc., required to obtain and carry permit.	Add attendant. Requirement of carrying permit is replaced with requirement of maintaining permit.

6.52.260: Investigation fee -- Application

Information required on application for permit includes:

(A) Applicant's personal history, description, etc.	(A) No change proposed.
(B) Applicant's criminal and civil litigation history.	(B) No change proposed.
(C) Applicant's relationship to licensee.	(C) Business address and all telephone numbers of massage establishment where applicant will work.
(D) Written evidence from physician that applicant is free from communicable disease.	(D) Currently valid health card issued by Clark County Health District.
(E) 3 x 5 photo	(E) 2 x 2 photo
(F) Name and address of recognized school attended by applicant.	Repeal. Applicant must pass Board exam to be certified.
(G) Other information that the Director may reasonably require.	(F) No change proposed.

6.52.262: Application requirements -- certified masseurs, masseuses

New section.	Applicant must submit certificate from Board.

6.52.264: Application requirements -- apprentice masseurs, masseuses

New section.	Applicant must submit training agreement from certified masseur or masseuse and letter from employing establishment.

6.52.266: Application requirements -- temporary masseurs, masseuses	
New section.	Applicant must submit proof of passing Board's practical examination.
6.52.270: Approval, denial, revocation, suspension	
(A) Director to take action on application after police investigation.	(A) No change proposed.
(B) Grounds for denial, revocation or suspension of permit.	Repeal failure to submit certificate of graduation from recognized school as grounds for denial of permit; passing exam is only way to be certified.
6.52.275: Permitee's continuing duty	
New section.	Permitee has continuing duty to notify Director of changes in place of employment.
6.52.280: Fee - Masseurs	
Masseurs, etc. to pay semi-annual permit fee of $150.	Fee would be $25 semiannually.
6.52.285: Fee -- Attendants	
New section.	Attendants to pay $25 fee on approval of application. Another $25 fee required for issuance of new permit when attendant changes place of employment.
6.52.290: Content of permit	
Permit to contain names of permittee, licensee and date of issuance.	Permit will also contain status of permittee as apprentice or temporary, if applicable.
6.52.300: Board of Massage Examiners	
(A) Board to have eight members, including at least one doctor, one physical therapist, and two masseurs, etc., with at least 10 years experience. Terms of two years.	(A) Board to have six members, including at least three masseurs, etc., with at least 10 years experience. Terms of four years.
(B) Board to elect chairman.	(B) Board to elect chairman, vice chairman and secretary.
(C) Board members may be removed by majority vote of City Council.	(C) No change proposed.
(D) New section.	(D) Board members to serve without compensation. Board to be reimbursed for reasonable expenses.

CITY COUNCIL MINUTES - JUNE 6, 1984

6.52.310: Board meetings	
Board to meet regularly or on call by chairman to test applicants.	No change proposed.
6.52.320: Preparation of examination	
Board to prepare examination; areas to be tested.	No change proposed.
6.52.330: Scoring	
Passing grade is 75%.	Repeal. Board members are competent to decide if applicant is qualified.
6.52.340: Conduct of examinations	
Board to conduct examinations in City on dates it determines.	No change proposed.
6.52.345: Examinations -- Special circumstances	
New section.	Board authorized to give examinations to persons with language or other handicaps in such manner that takes the handicap into account and permits examiners to satisfy themselves as to applicant's qualifications.
6.52.350: Application -- fee	
Applicant applies to Board to take examination at least 30 days before date and tenders fee of $25.00.	Applicant applies at least 7 days before examination and tenders receipt from Director showing payment of examination fee.
6.52.360: Forwarding examination results	
Board to forward examination results to Director.	Repeal. Director learns of results when applicants submit certificates issued by Board.
6.52.360: Certificates from other jurisdictions	
New section.	Board may issue certificate to applicant without requiring examination if applicant has received certificate from a Board of Massage Examiners established by another local government in the County and met substantially the same requirements as provided by this Chapter.

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE		
A. Bill No. 84-26 -- Provides for the Regulation of Advertising Signs Which Are Rested Against or Attached to Motor Vehicles and Exempt From the Definition of "Off-Premise Sign" Signs Which Are Located in the Public Right-of-Way and Contain Less Than 24 Square Feet Per Side Sponsored by: Councilman Bob Nolen	First Reading and referred - Nolen and Lurie	6/18/84 Agenda Recommending Committee meeting
B. Bill No. 84-27 -- Imposes an Optional Increase in the Motor Fuel Tax Authorized by Assembly Bill No. 662 Passed by the 1983 Nevada Legislature if so Approved by the City Voters Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Nolen	6/18/84 Agenda Recommending Committee meeting
C. Bill No. 84-28 -- Clarifies Off-Street Parking Requirements With Respect to Off-Site and Shared-Use Parking Lots Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Nolen	6/18/84 Agenda Recommending Committee meeting
D. Bill No. 84-29 -- Allows Commercial Storage Units in the C-1 Zoning District By Way of a Special Use Permit Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Nolen	6/18/84 Agenda Recommending Committee meeting

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE (cont.)		
E. Bill No. 84-30 -- Adds Definitions of "Convention" and "Trade Show" to Chapter on Convention and Trade Show Business Licenses Sponsored by: Councilman Paul Christensen	First Reading and referred - Christensen and Nolen	6/18/84 Agenda Recommending Committee meeting
F. Bill No. 84-31 -- Adds a District Consisting of Certain Blocks on Highland Drive and Miller Avenue in Which Non-Restricted Gaming May Be Conducted Sponsored by: Councilman Bob Nolen	First Reading and referred - Nolen and Christensen	6/18/84 Agenda Recommending Committee meeting
G. Bill No. 84-32 -- Annexation No. A-11-84(A) Property Located: On the south side of Del Rey Avenue, west of Redwood Street Petitioned by: Bonanza Holdings, Ltd. Acreage: Approximately 5.16 acres Zoned: R-E (County classification) N-U (City equivalent) Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Christensen	6/18/84 Agenda Recommending Committee meeting
	MEETING RECESSED AT APPROXIMATELY 12 NOON.	

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	IX. 2:00 P.M. - PUBLIC HEARINGS		
2:04	A. VAC-9-84 - Petition of Vacation submitted by FRONTIER SAVINGS ASSOCIATION to vacate Government Patent Reservations generally located south of Vegas Drive and west of Tenaya Way. Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. If the Order of Vacation is not recorded one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted. 2. Pioneer Way to be retained as a 30' half street. Staff Recommendation: APPROVAL PROTESTS: 0	Lurie - APPROVED, subject to conditions. Unanimous	Clerk to notify and Planning to proceed. Charley Johnson appeared and represented the petitioner. No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
Re: Public Hearing Agenda Item
June 6, 1984 City Council Agenda

IX.

A. VACATION - VAC-9-84 - FRONTIER SAVINGS ASSOCIATION

The request is to vacate several Government Patent Reservations on property located south of Vegas Drive and west of Tenaya Way. This property was annexed to the City recently and the rezoning, tentative map and final map are on the latter part of this agenda (Items R, S and T). A 30' half street on Pioneer Way will be needed on the westerly part of this development which means that none of the easement should be vacated on this alignment. The applicant was in agreement to this modification.

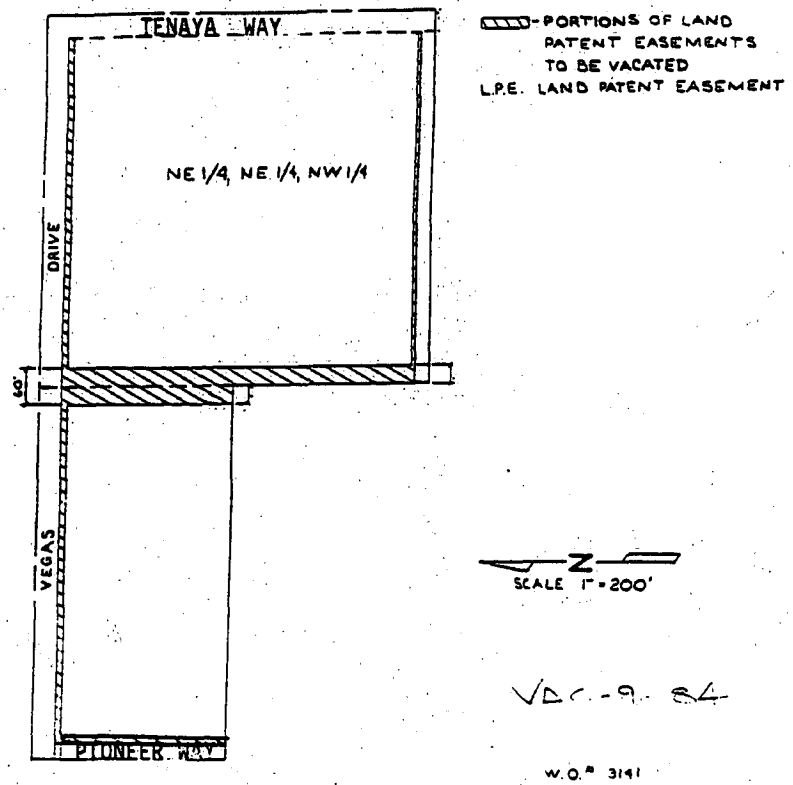
PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0

EXHIBIT MAP FOR.

Vacation of Portions of Land Patent Easements within the Northwest Quarter (NW 1/4) of Section 27, T. 20 S., R. 60 E., M.D.M.



VAC-9-84

W.O.# 3141
UCM: 3/22/84

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 hereinafter 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:

Government Patent Reservations generally located south of Vegas Drive and West of Tenaya Way.

SUBJECT TO

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

2. Pioneer Way to be retained as a 30' half street.

3. Reservation of easements for the facilities of the various utility companies, together with reasonable ingress thereto and egress therefrom.

4. Conformance to code requirements and design standards of all City departments;

5. 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 6th day of June, 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 16th day of May, 1984.

Carol Ann Hawley

CAROL ANN HAWLEY, CITY CLERK

VAC-9-84

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARINGS - (Cont'd)		
B. VAC-10-84 - Petition of Vacation submitted by BECKER AND SONS to vacate Mossman Avenue and Filly Lane located on the east side of Michael Way, south of Cheyenne Avenue. Planning Commission unanimously recommends APPROVAL, subject to the following condition: 1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted. Staff Recommendation: APPROVAL PROTESTS: 0	Levy - APPROVED, as recommended, subject to condition. Unanimous	Clerk to notify and Planning to proceed. Diana Kovach, Wallace Engineering, appeared and represented the petitioner. No one appeared in opposition.
	Mayor requested Director of Dept. of Community Planning & Development to give particular attention to developments around the North Las Vegas Air Terminal to assure compatibility.	

APPROVED AGENDA ITEM

To: The City Council
Re: Public Hearing Agenda Item
June 6, 1984 City Council Agenda

IX.

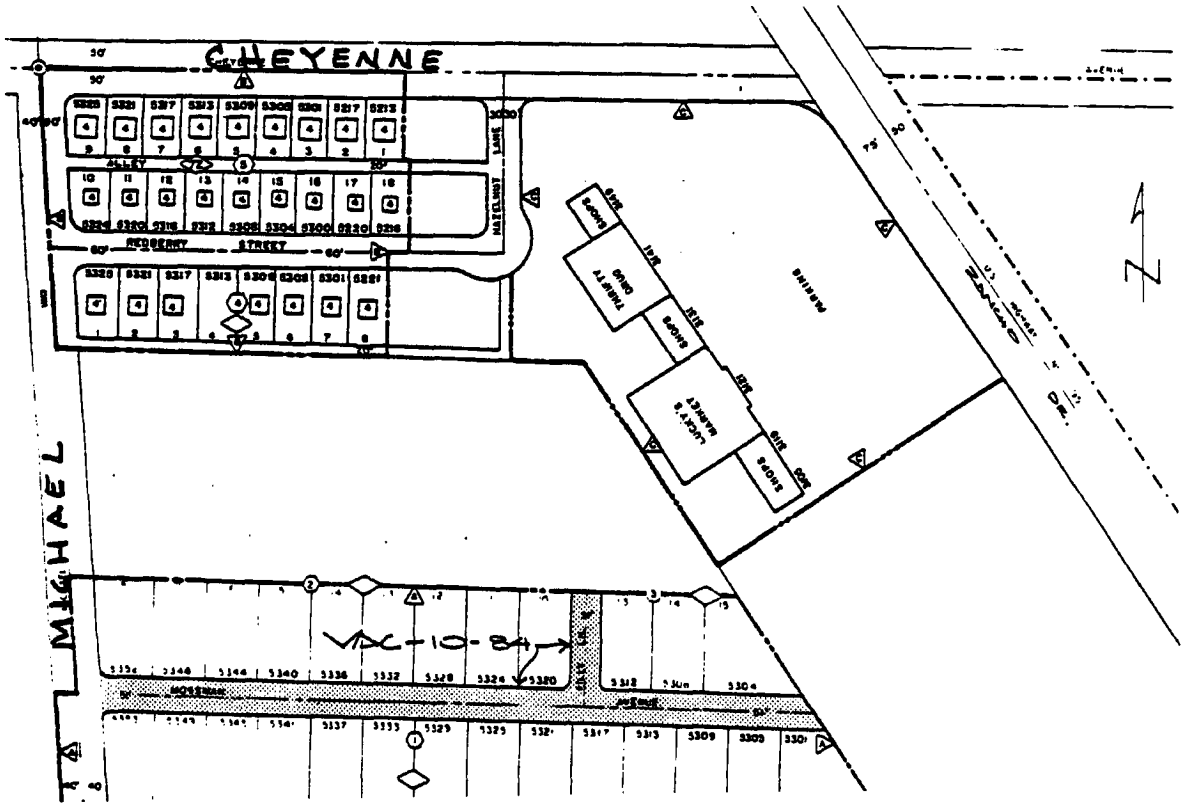
B. VACATION - VAC-10-84 - BECKER AND SONS

The request is to vacate two unimproved streets known as Mossman Avenue and Filly Lane that are located between Michael Way and Rancho Drive, several hundred feet south of Cheyenne Avenue. Initially, the streets were dedicated in a subdivision for an R-D development. The developer no longer wishes to pursue this type of development and has reverted the subdivision to acreage. The streets only served the prior subdivision.

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 hereinafter 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:

Mossman Avenue and Filly Lane located on the east side of Michael Way, south of Cheyenne Avenue.

SUBJECT TO

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

2. Reservation of easements for the facilities of the various utility companies, together with reasonable ingress thereto and egress therefrom.

3. Conformance to code requirements and design standards of all City departments;

4. 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 6th day of June, 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 16th day of May, 1984.

Carol Ann Hawley

CAROL ANN HAWLEY, CITY CLERK

VAC-10-84

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARINGS (Cont'd)		
C. PUBLIC HEARING on the improvements of a certain street and parts thereof and proposed assessments within the proposed Las Vegas, Nevada, SPECIAL IMPROVEMENT DISTRICT NO. 451. Location: On both sides of Jones Boulevard from Cartier Avenue to Rancho Drive. Improvements: Include the installation of a pavement section, concrete sidewalks, standard "L" type curbs and gutters, street lighting consisting of high pressure sodium luminaires, commercial driveway approaches, residential driveway approaches, and sewer laterals from the existing sewer mains.	Lurie - APPROVED Unanimous	Clerk to notify and Planning to proceed. Nancy Payan and Jim Gist appeared and represented City of Las Vegas. No property owner spoke in favor. Opposition: Vivian O'Hara Toby Lamarelli

APPROVED AGENDA ITEM

NOTICE OF HEARING ON THE IMPROVEMENT OF CERTAIN STREETS AND PARTS THEREOF AND PROPOSED ASSESSMENTS WITHIN THE PROPOSED LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 451.

NOTICE IS HEREBY GIVEN to the property owners within the proposed Las Vegas, Nevada, Special Improvement District No. 451, and to all interested persons that:

The City Council of the City of Las Vegas, Nevada, has provisionally ordered that street improvements shall be installed within that certain area of the City hereinafter described, all as more particularly set forth:

UNIT I

The improvements include the installation of a pavement section adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjuction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT II

The improvements include the installation of standard concrete sidewalks adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any

and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT III

The improvements include the installation of standard "L" type curb and gutter adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT IV

The improvements include the installation of street lighting consisting of high pressure sodium luminaires and steel lighting standards on concrete foundations with underground wiring adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT V

The improvements include the installation of standard commercial driveway approaches, as requested by the adjacent property owners within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT VI

The improvements include the installation of standard residential driveway approaches, as requested by the adjacent property owners within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT VII

The improvements include the installation of sewer laterals from the existing sewer mains to the front property line adjacent to all properties within the City of Las Vegas, as found necessary by the governing entity, on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improve-

ments have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

All of the plats, diagrams and plans on file in the Office of the City Clerk are deemed by the City Engineer and the City to be essential to the construction of said improvements.

It is estimated that said estimated total cost shall be apportioned as follows:

Assessment Unit No.	Total Cost	Estimated Amount of Special Assessments
I	$ 25,270.50	$ 25,270.50
II	28,202.92	28,202.92
III	14,826,28	14,826.28
IV	25,613.42	25,613.42
V	272.00	272.00
VI		
VII	5,624.65	5,624.65
Other Street Work	1,243:058.00	
TOTAL	$1,342,867.77	$ 99,809.77

The amounts to be assessed shall be made upon all lots and parcels of property benefitted, proportionately to the benefits received and shall be assessed against the property abutting said improvements on an area basis, i.e., on the basis that each lot or parcel of property to be assessed in each such assessment unit shall be assessed a portion of the aggregate dollar amount being levied against that particular entire assessment in the proportion that the area of said lot or parcel bears to the area of all the assessable property in such assessment unit, provided that the depth of a lot or parcel in excess of 100 feet from the frontage facing the improvements shall not be considered in computing the area of such lot or parcel, provided

that in each assessment unit an equitable adjustment will be made for assessments levied against any irregular lots or parcels, so that the assessments according to benefits are equal and uniform. Parcels or lots receiving sewer laterals will be assessed on the basis that each lot or parcel of property to be asssessed shall be assessed a portion of the aggregate dollar amount being levied against the entire district according to the length, size and number of sewer laterals to be installed to serve said lot or parcel. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot or parcel of property shall be as stated in the aforesaid assessment plat.

Regardless of the basis used by apportioning assessments, in case of wedge or "V" or other irregularly shaped tracts, an amount apportioned thereto shall be in proportion to the special benefits derived.

The areas to be assessed within the assessment units which the Council proposes to so have improved are as follows:

Those parcels of land within the City of Las Vegas, County of Clark, State of Nevada, described as follows:

Those parcels of land within the City of Las Vegas adjoining Jones Boulevard from Cartier Avenue to Rancho Drive, to include those County tax parcels as listed or as may be subsequently divided or changed by the Office of the County Assessor as follows:

Unit I (Pavement)

01A-541-002	280-640-067
01A-541-003	280-640-068
01A-650-001	290-390-001
280-640-061	

Unit II (Sidewalks)

01A-541-002	290-504-001
01A-541-003	290-504-032
01A-650-001	290-504- 33
280-640-061	290-504-034
280-640-067	290-504-035
280-640-068	290-504-036
290-390-001	290-504-037

Unit III (Curb & Gutter)

01A-541-002	280-640-067
01A-541-003	280-640-068
01A-650-001	290-390-001
280-640-061	

Unit IV (Street Lights)

01A-541-002	290-504-001
01A-541-003	290-504-032
01A-650-001	290-504-033
280-640-061	290-504-034
280-640-067	290-504-035
280-640-068	290-504-036
290-390-001	290-504-037

Unit V (Commercial Driveways)

280-640-067

Unit VI (Residential Driveways)

Delete

Unit VII (Sewer Laterals)

01A-541-002	280-640-068
280-640-061	290-390-001

The proposed improvements will result in no substantial change in the existing street elevations or grades.

All persons interested are hereby advised that the plans, plats, typical sections, preliminary estimates of the total cost, the description of the property to be assessed, the portion of the cost to be assessed thereagainst and the maximum amount of benefits estimated to be conferred on each piece of property are on file in the Office of the City Clerk and may be inspected by and property owner, or other interested persons, during regular office hours.

On Wednesday, the 6th day of June, 1984, at 2:00 o'clock P.M., in the Council Chambers at City Hall, 400 East Stewart Avenue, in the City of Las Vegas, or at any time prior to said date and time, at the Office of the City Clerk at City Hall, in said City, the owners of the property to be assessed, or any other persons interested therein, may file written protests or objections, and may appear before the City Council at said

time and place and be heard as to the propriety and advisability of making such improvements, as to the costs thereof, as to the manner of the payment therefor, and as to the amount thereof to be assessed against the property to be so improved.

The City Council requests that any property owner or other interested persons wishing to make protest or objection, make such protest or objection in writing at the Office of the City Clerk at least three days before the time set for hearing as aforesaid. Those persons shall have the right within thirty (30) days after the City Council have finally passed on such protest or objection to commence an action or suit in any Court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. If the owners of more than one-half of the area to be assessed for the improvements shall file written objection thereto, the particular improvements shall not be ordered installed, unless pursuant to NRS 271.305(7)(b)(1), the municipality shall pay one-half or more of the total cost of the entire project with funds derived from other than the levy of assessments, in which event the City Council may order the improvements installed in spite of more than 50% protest.

After such hearing, said City Council shall make a determination as to the advisability of so improving said streets and parts thereof, shall determine the kind and character of such improvements so to be made, and shall enter into a contract with the responsible bidder submitting the lowest bid for the doing of such work and the furnishing of all necessary materials, in response to a duly advertised invitation for construction bids.

After the making of such contract, said City Council shall determine what portion of the cost of such work, including

incidentals, shall be paid by the property specially benefitted, and the assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated benefits to the property assessed. The City Council shall provide that the assessments may be payable without interest or demand, at the election of the owner, or in ten substantially equal annual installments of principal. The City Council shall also provide the time and terms of payment of such assessments, and the rate of interest per annum upon deferred payments thereof, which rate shall not exceed more than 1% the 'Bond Buyer's' Index of 20 Municipal Bonds which was most recently published before the date on which the ordinance levying the assessments is adopted, and shall fix penalties to be collected upon delinquent payments.

By order of the City Council of the City of Las Vegas, Nevada.

Dated this 2nd day of May, 1984.

Carol Ann Hawley

CAROL ANN HAWLEY, CITY CLERK

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARINGS (Cont'd)		
2:15 D. PUBLIC HEARING on the improvements of a certain street and parts thereof and proposed assessments within the proposed Las Vegas, Nevada, SPECIAL IMPROVEMENT DISTRICT NO. 456. Location: On the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard. Improvements: Include the installation of standard "L" type curb and gutters, street lighting, sewer laterals from the existing sewer mains and standard residential driveway approaches.	Nolen - APPROVED Unanimous	Staff to proceed Nancy Payan and Jim Gist appeared and represented City of Las Vegas. Opposition: George Rudiak on record G & O Productions on record Monte Hall, 1329 Belcher Lane appeared and represented Rudiak and Renschlers Sidney Saltz 2223 Edgewood Steve Stuhmer, 1301 Rancho Dr. Mrs. Jack Galardi 1245 S. Rancho Geri Renschler, 1201 S. Rancho Letters submitted in protest.

APPROVED AGENDA ITEM

NOTICE OF HEARING ON THE IMPROVEMENT OF CERTAIN STREETS AND PARTS THEREOF AND PROPOSED ASSESSMENTS WITHIN THE PROPOSED LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 456.

NOTICE IS HEREBY GIVEN to the property owners within the proposed Las Vegas, Nevada, Special Improvement District No. 456, and to all interested persons that:

The City Council of the City of Las Vegas, Nevada, has provisionally ordered that street improvements shall be installed within that certain area of the City hereinafter described, all as more particularly set forth:

UNIT II

The improvements include the installation of standard "L" type curb and gutter adjacent to all properties on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT III

The improvements include the installation of street lighting consisting of high pressure sodium luminaires and steel lighting standards on concrete foundations with underground wiring adjacent to all properties on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation,

removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT IV

The improvements include the installation of sewer laterals from the existing sewer mains to the front property line adjacent to all properties, as found necessary by the governing entity, on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard, except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT V

The improvements include the installation of standard residential driveway approaches, as requested by the property owners on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

All of the plats, diagrams and plans on file in the

Office of the City Clerk with respect to said described assessment units are deemed by the City Engineer and the City to be essential to the construction of said improvements.

It is estimated that said estimated total cost shall be apportioned as follows:

Assessment Unit No.	Total Cost	Estimated Amount of Special Assessments
II	$ 3,307.27	$ 3,307.27
III	26,162.48	26,162.48
IV	4,830.00	4,830.00
V	1,597.40	1,597.40
Other Street Work	748,824.23	--
TOTAL	$ 784,721.38	$ 35,897.15

The amounts to be assessed shall be made upon all lots and parcels of property benefitted, proportionately to the benefits received and shall be assessed against the property abutting said improvements on an area basis, i.e., on the basis that each lot or parcel of property to be assessed in each such assessment unit shall be assessed a portion of the aggregate dollar amount being levied against that particular entire assessment in the proportion that the area of said lot or parcel bears to the area of all the assessable property in such assessment unit, provided that the depth of a lot or parcel in excess of 100 feet from the frontage facing the improvements shall not be considered in computing the area of such lot or parcel, provided that in each assessment unit an equitable adjustment will be made for assessments levied against any irregular lots or parcels, so that the assessments according to benefits are equal and uniform. Parcels or lots receiving sewer laterals will be assessed on the basis that each lot or parcel of property to be assessed shall be assessed a portion of the aggregate dollar amount being levied against the entire district according to the length, size and number of sewer laterals to be installed to serve said lot or parcel. The portion of the costs to be assessed against,

and the maximum amount of benefits estimated to be conferred upon each lot or parcel of property shall be as stated in the assessment plat with respect to the respective assessment units.

Regardless of the basis used by apportioning assessments, in case of wedge or "V" or other irregularly shaped tracts, an amount apportioned thereto shall be in proportion to the special benefits derived.

The areas to be assessed within the assessment units which the Council proposes to so have improved are as follows:

UNIT II (Curb & Gutter)

030-640-001	030-690-013
030-690-010	030-690-022
030-690-012	

UNIT III (Street Lights)

030-640-001	030-711-001
030-640-002	030-712-001
030-640-003	030-712-002
030-690-010	030-712-003
030-690-012	030-713-001
030-690-013	030-741-003
030-690-022	030-741-004

UNIT IV (Sewer Laterals)

030-640-001	030-741-003
030-640-002	030-741-004
030-640-003	

UNIT V (Residential Driveways)

030-640-001	030-690-013
030-640-002	030-690-022
030-640-003	030-712-002
030-690-010	
030-690-012	

The proposed improvements will result in no substantial change in the existing street elevations or grades.

All persons interested are hereby advised that the plans, plats, typical sections, preliminary estimates of the total cost, the description of the property to be assessed, the portion of the cost to be assessed thereagainst and the maximum amount of benefits estimated to be conferred on each piece of property with respect to the respective assessment units are

on file in the Office of the City Clerk and may be inspected by and property owner, or other interested persons, during regular office hours.

On Wednesday, the 6th day of June, 1984, at 2:00 o'clock P.M., in the Council Chambers at City Hall, 400 East Stewart Avenue, in the City of Las Vegas, or at any time prior to said date and time, at the Office of the City Clerk at City Hall, in said City, the owners of the property to be assessed, or any other persons interested therein, may file written protests or objections, and may appear before the City Council at said time and place and be heard as to the propriety and advisability of making such improvements, as to the costs thereof, as to the manner of the payment therefor, and as to the amount thereof to be assessed against the property to be so improved.

The City Council requests that any property owner or other interested persons wishing to make protest or objection, make such protest or objection in writing at the Office of the City Clerk at least three days before the time set for hearing as aforesaid. Those persons shall have the right within thirty (30) days after the City Council have finally passed on such protest or objection to commence an action or suit in any Court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. If the owners of more than one-half of the area to be assessed for the improvements shall file written objection thereto, the particular improvements shall not be ordered installed, unless pursuant to NRS 271.305(7)(b)(1), the municipality shall pay one-half or more of the total cost of the entire project with funds derived from other than the levy of assessments, in which event the City Council may order the improvements installed in spite of more than 50% protest.

After such hearing, said City Council shall make a determination as to the advisability of so improving said streets and parts thereof, shall determine the kind and character of such improvements so to be made, and shall enter into a contract with the responsible bidder submitting the lowest bid for the doing of such work and the furnishing of all necessary materials, in response to a duly advertised invitation for construction bids.

After the making of such contract, said City Council shall determine what portion of the cost of such work, including incidentals, shall be paid by the property specially benefitted, and the assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated benefits to the property assessed. The City Council shall provide that the assessments may be payable without interest or demand, at the election of the owner, or in ten substantially equal annual installments of principal. The City Council shall also provide the time and terms of payment of such assessments, and the rate of interest per annum upon deferred payments thereof, which rate shall not exceed more than 1% the 'Bond Buyer's' Index of 20 Municipal Bonds which was most recently published before the date on which the ordinance levying the assessments is adopted, and shall fix penalties to be collected upon delinquent payments.

By order of the City Council of the City of Las Vegas, Nevada.

Dated this 2nd day of May, 1984.

Carol A. Hawley

CAROL ANN HAWLEY, CITY CLERK

S.I.D. 456

June 2, 1984

City Council
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: Rancho Road Improvement Project

Dear City Counsel:

I have been notified of planned assessments to my property for improvements to Rancho Road. I have reviewed the information supplied me regarding the project and now announce my opposition to the project and the assessments.

In my opinion, the project will only increase traffic on Rancho Road. This increase in traffic will cause more noise and auto emission pollution in the neighborhood. Further, a heavier multi-lane traffic volume on Rancho Road will only make it more difficult for me to access my property. The only people who will be benefited will be the people who live outside my neighborhood and desire to drive from Sahara Road to Charleston Road.

As I foresee no benefit befalling me, my property or my immediate neighborhood, I do not think the project should be undertaken. Moreover, I do not think I should pay for any portion of the project.

Sincerely yours,

Joseph Galardi

Owner Parcel # 030 690 022

S. I. D. 456

June 3, 1984

City Council
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: Rancho Road Improvement Project

Dear City Counsel:

I have been notified of planned assessments to my property for improvements to Rancho Road. I have reviewed the information supplied me regarding the project and now announce my opposition to the project and the assessments.

In my opinion, the project will only increase traffic on Rancho Road. This increase in traffic will cause more noise and auto emission pollution in the neighborhood. Further, a heavier multi-lane traffic volume on Rancho Road will only make it more difficult for me to access my property. The only people who will be benefited will be the people who live outside my neighborhood and desire to drive from Sahara Road to Charleston Road.

As I foresee no benefit befalling me, my property or my immediate neighborhood, I do not think the project should be undertaken. Moreover, I do not think I should pay for any portion of the project.

Sincerely yours,

Elaine Beller

Owner Parcel # 030-712-003

S.I.D. 456

June 5, 1984

City Clerk
400 East Stewart
Las Vegas, Nevada 89101

RE: Street Improvements on Rancho Drive

To whom it may concern:

G & O Productions, Inc., owner of the property located at 1245 South Rancho Drive, Las Vegas, Nevada, hereby registers it's protest to the improvements proposed for Rancho Drive including, but not limited to, the widening of the street, installation of curb and gutters, street lighting, sewer laterals, and standard residential driveway approaches and any and all assessments connected therewith.

G & O Productions

By _____
JACK E. GALARDI

JEG:jle

RECEIVED
JUN 5 3 28 PM '84
CITY CLERK

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984
IX. PUBLIC HEARINGS
ITEM D. SPECIAL IMPROVEMENT DISTRICT NO. 456 PAGE 1

MAYOR BRIARE: The next public hearing, Item D, is a hearing on the improvements of certain streets within the proposed Las Vegas, Nevada, Special Improvement District No. 456. This is on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard. This is for improvements that will include "L" type curb and gutters, street lighting, sewer laterals from the existing sewer mains and standard residential driveway approaches. Is there anyone present at this public hearing -- do you have any questions about this?

COUNCILMAN LEVY: No, just one remark, but go ahead.

MAYOR BRIARE: Okay. Then go ahead then I think we're all pretty familiar with this area. Go ahead. I hope Councilman Levy is anyway.

COUNCILMAN LEVY: I think Mr. Nolen is the only one that doesn't have to hit this spot ten times a day.

COUNCILMAN NOLEN: I avoid it.

NANCY PAYAN: Well, just as a brief -- the project runs from Sahara to Charleston. Sahara to Oakey is just an overlay. From Oakey to Charleston will be a complete reconstruction. The total cost of the -- estimated cost of the construction is 1.2 million.

COUNCILMAN LEVY: I just want it on record that we all received the letter, or I did anyway, from Mr. Rudiak objecting to it. I don't know if you have that on record.

NANCY PAYAN: We also have of record a letter from the G & O property which is located here, that was received yesterday, G & O property.

MONTE HALL: May I ask what the parcel number is on that property? The parcel number on that property?

NANCY PAYAN: On which?

MONTE HALL: The G & O.

NANCY PAYAN: G & O?

JIM GIST: 369-22.

MONTE HALL: Thank you.

COUNCILMAN LEVY: But I think, you know, for fairness that we have sat down and talked to those people many times in the last two, three years unless anybody's moved in there since the last two years. Everybody's quite aware of the widening of Rancho and the compromise that was made by this Council and everybody else. Therefore, I'LL MOVE TO FOLLOW THE RECOMMENDATIONS.

MAYOR BRIARE: First, let's find out if there's anyone present that wishes to be heard.

COUNCILMAN LEVY: Oh, excuse me.

MAYOR BRIARE: First I'm going to ask if anyone's present to speak in favor of this improvement district? Show by hands who's here in opposition. Okay. Would you come forward first, sir, because you jumped up first. Your name and your home address.

MONTE HALL: My name is Monte Hall and my home address is 1329 Belcher Lane. I'm here on behalf of several of the residents in the neighborhood, the Rudiaks, the Rentchlers.

COUNCILMAN LEVY: The who?

MONTE HALL: The Renthlers, I believe they own --

COUNCILMAN LEVY: Is that Rudiak's daughter?

MONTE HALL: Yes.

COUNCILMAN LEVY: Okay.

MAYOR BRIARE: Are you authorized by them to speak on their behalf?

MONTE HALL: Yes, sir, I am.

MAYOR BRIARE: Because there's no indication -- the daughter did not respond.

MONTE HALL: Yes, Geri Rentchler -- Geri Rudiak Rentchler. The residents of the neighborhood are not entirely in favor with this development, this improvement. They've been circulating some letters amongst them. Many of the residents apparently are not available and haven't been able to be contacted, but have several signed letters here by Rentchlers, Clarks -- I can't read their name, Galardi and Beller who are all

MONTE HALL: affected by the project and their voicing their oppositions. Their opposition is basically is that they're going to suffer loss of property. They're going to suffer an increase in traffic, an increase in noise, an increase in pollution on their street. As you all know, it's one of the older neighborhoods of the town and has many of well respected citizens living in the neighborhood. Their access to their neighborhood will be impaired by the heavier traffic flow which will follow the improvement on this road. That's bascially the summary of their objections. They feel that the improvements are not necessitated at this time. That Highland Avenue to the east and Valley View to the west provide ample thoroughfare between Sahara and Charleston, which is the main purpose of this road; and for those reasons, they feel that their neighborhood is not being benefited and that they should not be the ones that pay for this project and that this project should not happen at all and that's the summary of it.

MAYOR BRIARE: Thank you, Mr. Hall. I need a little memory -- did you have anything else, sir?

MONTE HALL: One thing I might add is the signatures represent different affected people in different groups, Unit II, curb and gutter; Unit III, street lights; Unit IV, sewer laterals; Unit V, residential driveways. Particularly in Unit II, curb and gutters, we've now secured opposing signatures of three out of the five affected persons. Street lights now have signatures of five out of 14. So the opposition is there and again, I want to reiterate that many of the residents were not available over the weekend for contact or today as well.

MAYOR BRIARE: Thank you, Mr. Hall.

COUNCILMAN CHRISTENSEN: I have one question I'd like to ask this gentleman. Do you represent this Galardi?

MONTE HALL: No, sir, I've never met the fellow. This is a letter that was circulated through the neighborhood by Geri Rentchler and she obtained the signature from Mr. Galardi and I'm here to present the letters and speak principally for Mr. Rudiak, who's out of town, and for Mrs. Rentchler.

COUNCILMAN CHRISTENSEN: Is Mr. Galardi here?

COUNCILMAN LEVY: No.

MONTE HALL: Oh, Mrs. Galardi is. I wasn't aware of that.

COUNCILMAN CHRISTENSEN: The question I have is, this project was scheduled long before this house sold. As a matter of fact, this Commission took a lot of abuse at some public gatherings from the former owner of the house who was a comedian that works on the strip. I'm sure the Galardi's knew that this project was coming up when they bought this house. If they didn't, they should have found out because it was widely known.

MRS. GALARDI: We were unaware when we bought the house.

COUNCILMAN LEVY: Well, you were the only one.

COUNCILMAN CHRISTENSEN: You were the only one that was unaware of it.

MRS. GALARDI: Yes, I guess so. We bought from Coldwell Banker and we were not told one thing about the widening of the street. Two weeks after we moved in we received a certified letter from the City stating it.

COUNCILMAN CHRISTENSEN: There were many public hearings held on this in the past couple of years and a lot of public gatherings.

MRS. GALARDI: We didn't go to the hearings. At that time, we weren't interested in the house.

COUNCILMAN LEVY: I feel for you, but --

COUNCILMAN CHRISTENSEN: Excuse me just a second. I have a little bit of problem with this kind of a letter coming from this house because I think that was well known by nearly everybody in the whole Las Vegas Valley this was coming up and I guess I just don't --

MRS. GALARDI: Well, Shecky Green did not tell us one thing about it.

COUNCILMAN CHRISTENSEN: I think that anybody that pays that kind of money for that kind of house should really check those things out before they buy a house. I did when I bought mine.

MRS. GALARDI: Well, that's what we have a real estate agent to do.

COUNCILMAN LEVY: You should have talked to him.

MRS. GALARDI: We paid a big commission.

COUNCILMAN LURIE: The property owners are being compensated for the purchase of the right-of-way and the amount of the assessment district is a total of about $35,000? Is that the total?

NANCY PAYAN: 36.

COUNCILMAN LURIE: 36,000. With the amount of protests, can the City proceed with the protest factor what it is with the assessment district?

NANCY PAYAN: That's correct. If the total cost of the project is funded 50% by funds other than the levy of the assessment, the Council has that ability to go ahead with the project.

COUNCILMAN NOLEN: I think the record should reflect that the total cost of this project is almost $800,000, $784,721 and there's only $35,897 being assessed to the various property owners, total cumulative amount.

COUNCILMAN CHRISTENSEN: Don't we also have --

COUNCILMAN NOLEN: -- over $750,000 worth of improvements and the taxpayer paying or the individual affected property owners only paying $35,000.

COUNCILMAN CHRISTENSEN: Well isn't there also a State Law on the books that where you have a narrow stretch of road that connects to completed projects that you can --

NANCY PAYAN: If that's 1380 feet, yes, in between improvements.

MAYOR BRIARE: What it boils down to and just comments from Councilman Christensen and Councilman Lurie here, this looked awfully familiar to me and then when Shecky Green's or reference to Shecky Green was brought up, I do recall -- I also recall voting against this. However, now that it's here and all of the street is being improved at the expense of the Regional Streets & Highways, or I should say from funds from Regional Streets & Highways. Now, the record can't reflect your nodding. Tell me "yes" or "no."

COUNCILMAN LEVY: Yes.

COUNCILMAN LURIE: Yes.

MAYOR BRIARE: How much of the total improvements from Regional Streets & Highways? Excluding if you can -- excluding the amount that is being paid for taking the land from the neighbors.

COUNCILMAN LURIE: It's 1.2 million dollars.

MAYOR BRIARE: Okay, 1.2 million and how much of that goes to the landowners?

COUNCILMAN LEVY: How much goes to the landowners for the taking of their property?

NANCY PAYAN: Their costs?

COUNCILAMN LEVY: No, how much are they getting to buy their ten feet.

NANCY PAYAN: I'm not sure of that figure. Do you have that figure? $97,000.

MAYOR BRIARE: $97,000 was given for the taking of ten feet, wasn't it? I'm asking these questions because I want to get some statements clear in my mind.

NANCY PAYAN: Yes.

MAYOR BRIARE: For 10 feet, $97,00 was paid to the residents of the area for 10 feet of their land. How much of these that Councilman Nolen just said, how much of the improvements with respect to the "L" type curbs and street lighting and sewer laterals?

NANCY PAYAN: $36,000.

MAYOR BRIARE: So, if you wanted to put it this way, you could say the difference between 97,000 that they received from their property and 36,000, they're still ahead. They're $61,000 ahead and they're ending up with an improved street, street lighting, and sewer improvement.

COUNCILMAN LEVY: Mayor, if you'll remember correctly -- if you'll remember correctly, at one time the wishes were to take 20 feet and we had meetings with the neighborhood. Everybody, of course, except this lady here because she just moved into the neighborhood, but everybody else and I thought everybody agreed to this compromise of 10 feet, including Mr. Rudiak. He certainly at that

COUNCILMAN LEVY: time, when the meetings we had with him, he finally accorded that and because we didn't do the project, we didn't have the money right away and now it's two years later and we're getting ready to do it because we're going to be cutting up that street with our new sewer line in conjunction with everything, now we're going ahead with it and I thought everybody agreed in the neighborhood. We cut it from 20 to 10.

MAYOR BRIARE: Obviously, they didn't agree and that's why we're here today, but it seems like all of the grief that was to be felt over this had already been brought before us and I hate to bring bad things up again that's why I'm kind of wondering about the thing. Before I make a statement, I want to find out if there's anyone else that wishes to be heard on this? Yes, sir, would you come forward. Anyone else after this gentleman? Mr. Gist, is there anyone else raising their hand over there? Yes, sir.

SIDNEY SALTZ: I'm Sidney Saltz, 2223 Edgewood Avenue. I also wish to oppose for the improvements that are being planned. Mainly because the road will be so close to our house now and the noise will make it practically -- very difficult to sleep. Our bedrooms happen to be right on that street facing it and it'll be quite impossible to rest at night. Also they're a number of trees -- we have some old old trees that have been there for 40 years now that will have to be removed. I hate to see them removed.

MAYOR BRIARE: Thank you, Mr. Saltz.

SIDNEY SALTZ: Okay, thank you.

MAYOR BRIARE: The gentleman --

SIDNEY SALTZ: One more thing that I'd like to mention. There was some talk about being compensated for land that's being appropriated. Sometime ago, about several years ago, I added on another -- to our bedroom and evidently I signed off because I asked for a variance -- evidently I signed off so I'm not being compensated at all for the land that's being taken away from me.

COUNCILMAN LEVY: You signed off for the 10 feet?

SIDNEY SALTZ: Sometime ago when I asked for improvements -- we added on to our house.

COUNCILMAN LEVY: How long ago was that, sir?

SIDNEY SALTZ: About three, four years ago.

COUNCILMAN LEVY: So you knew that they were going to be building that 10 feet.

SIDNEY SALTZ: No, I didn't know. Maybe it was five years ago. I did not know anything.

COUNNCILMAN LEVY: I know you were in the meetings with Mr. Rudiak and myself.

SIDNEY SALTZ: Oh, definitely since then, of course, yes. I've been involved with all this. I'm quite familiar with it, but I am not being compensated for the land that's being taken away from me. I understand that others are being compensated, but I'm not.

MAYOR BRIARE: Thank you, Mr. Saltz:

SIDNEY SALTZ: Thank you.

MAYOR BRIARE: Yes, sir, did you wish to comment on this? I presume this is going to be on the assessment district we're talking about?

JOHN O. MAYES: No, sir.

MAYOR BRIARE: What did you wish to be heard on this here item.

JOHN O. MAYES: I would like to oppose whatever the objection is.

MAYOR BRIARE: Are you a property owner there, sir?

JOHN O. MAYES: No, sir.

MAYOR BRIARE: Why are you -- this is for property owners only.

JOHN O. MAYES: Well, I don't own anything there, sorry.

MAYOR BRIARE: But if you have something that you wanted to contribute to this hearing, you'd be welcome to do so if it's pertinent to this matter that's before us.

JOHN O. MAYES: I do, sir.

MAYOR BRIARE: Come up and give us your name and your home address.

JOHN O. MAYES: I'm John O. Mayes, 215 West Wilson Street, sir.

MAYOR BRIARE: What was that address again?

JOHN O. MAYES: 215 Wilson, across the railroad tracks.

MAYOR BRIARE: Sure.

CONVERSATION THAT ENSUED BETWEEN MR. MAYES AND MAYOR BRIARE HAD NOTHING TO DO WITH THE SUBJECT AT HAND, SO IT HAS BEEN OMITTED FROM THIS TRANSCRIPT. THE TAPE IS ON FILE.

MAYOR BRIARE: Yes, miss --

GERI RENTCHLER: Okay. I'm Geri Rentchler. I live at 1201 South Rancho and what I wanted to say was, I know that we had this meeting years ago. Just because we compromised, it didn't me that we agreed to it; and what we really object to is the assessment district. I don't think there's anybody on our side of the street who really cares if we have curbs and gutters. Not a single one of us wants the street lights. There's plenty of lights now. I'm one of the ones who's not bein paid and I'm being assessed for something that I really don't want and that is really what we object to. I know that my parents have been out-of-town for the last few weeks and that's the reason they're not here, but the amount that's being offered doesn't begin to compensate for what's being taken. They have some 30 year old trees, pecans and almonds. Now the pecans take 20 years to start bearing and they've just been bearing for the last few years. There's no way that they can be compensated for. We had someone out -- they said it was a minimum of $4,000 for the trees. The pillars that'll be taken are a $1,000 apiece and that's another $5,000. It doesn't begin to replace the sprinklers and the yard that's being destroyed and it doesn't begin to pay for the land.

COUNCILMAN LEVY: Don't they put that back.

COUNCILMAN CHRISTENSEN: Which pillars?

GERI RENTCHLER: This is in front of my parent's home. It's George Rudiak, which is the one I'm referring too. I'm just referring -- yes, they have some old brick pillars and to replace them it cost a lot of money.

COUNCILMAN CHRISTENSEN: Okay, I got it placed now. I got it placed.

GERI RENTCHLER: Okay. Or if you want to talk about the posts between, that's old rough redwood and you can't get it anymore and no way to replace that either. So the objection really is to the assessment district and as far as my parents are concerned, it's to the amount that's being offered. That's about it.

MAYOR BRIARE: Is there anyone else? Last call. Yes, ma'am, Mrs. Galardi, you're probably here to protest something that Shecky Green protested -- what was it, five years ago? How long ago was that?

COUNCILMAN LEVY: Five years ago when we met, four or five years ago.

MAYOR BRIARE: I bet I can tell you what you're going to say.

MRS. GALARDI: What?

MAYOR BRIARE: That you don't want to lose that land. You don't want to have to take down that nice driveway and all that business you have right there.

MRS. GALARDI: No, what I would like to know is, since we were unaware of what is happening now and since we'll have Rancho Road in our front yard, will we be allowed to up a ten foot wall to cut down on the noise?

MAYOR BRIARE: That's not before us right now, ma'am. If you want to put up a ten foot wall, the bureaucratic thing to do is to go upstairs and apply for a variance for a ten foot wall and I'm not going to try to speculate as to what they would do.

COUNCILMAN CHRISTENSEN: One of the things that came up at that same hearing and that's why I was so astounded that she doesn't know about is that they had plans, Shecky Green had plans of how he could change his address from the front door to the side street where he has much more frontage on the side street then he has on Rancho.

MAYOR BRIARE: I remember that very well.

COUNCILMAN CHRISTENSEN: Which would be the obvious place to change to the front and he had considered doing that and it was very widely discussed and he had it figured out how he was going to do it and the whole business that's why it absolutely floored me that you would buy a house that expensive without checking into that. If I was going to buy a house on that street, I would stand south of Mesquite and I would look towards Charleston and I would look at that street how it comes out like this and back in and I'd say, some day that street is going to go straight along there and that property is going to be gone.

MRS. GALARDI: We did inquire from the real estate agent we bought from and they said that there was a ten foot easement out in front that we were aware of, but as far as any of our property being taken to be developed, no way.

COUNCILMAN LEVY: You have a word with them.

MRS. GALARDI: And Mrs. Flannigan, Fay Flannigan --

COUNCILMAN CHRISTENSEN: I would have a word with your real estate agent because if that's the case, he misrepresented it to you.

MRS. GALARDI: Our attorney is handling it, but the side street you're speaking of, there's a guest room back there and if you spent the night there, it's almost impossible to sleep now because the noise is so bad.

COUNCILMAN LEVY: I think by widening that street we're going to help that. There won't be as much --

MRS. GALARDI: You think that'll help the noise?

COUNCILMAN LEVY: Yes. I don't think traffic is going to change.

MAYOR BRIARE: Not a bit, not a car. Nobody's going to go over and take that street just because it's been widened. What it'll probably do is cut down -- the last fatality I recall on Oakey and Rancho was a high school kid, of course he was bombed out of his mind --

COUNCILMAN LURIE: When the nurse hit him on the corner of Oakey and Rancho.

MAYOR BRIARE: Yes, and that's only one of three fatalities that occurred there and it's because of that awkward jog and when I voted against that it was against the idea of taking the land there and maybe just leave it, but once I established that I was opposed to that, I cannot vote against this one except that I have to ask the question about the sewer laterals. Who will the sewer laterals help or serve?

COUNCILMAN LEVY: Every home that --

NANCY PAYAN: Those people that have been assessed for sewer laterals are -- either now do not have any sewer available to them on their property or they have septic tanks.

MAYOR BRIARE: Mrs. Galardi, do you have sewer -- are you on a septic tank?

MRS. GALARDI: No.

MAYOR BRIARE: What does Mrs. Galardi use?

COUNCILMAN LEVY: She's not going to be assessed for them.

NANCY PAYAN: It's not necessarily true that she's getting this sewer lateral. I'd have to check and see.

MRS. GALARDI: Now our sewer line is over on Waldon Lane.

DEPUTY CITY MGR. SAYLOR: The only people assessed for the sewer line are those people that don't have sewer now or they have vacant property and they'll need a sewer line in the future.

MAYOR BRIARE: Do we know who those are because it has to be in green area?

COUNCILMAN LEVY: Does it?

MAYOR BRIARE: Sure. How can he need a sewer line?

COUNCILMAN LEVY: Because he's not developed. It's a vacant lot.

DEPUTY CITY MGR. SAYLOR: It's not developed. He'll have to come back here.

COUNCILMAN LEVY: Is that part of the Congress property?

JIM GIST: No, that's Goulette. Goulette here, Congress owns this one and this one. This middle property is Goulette which needs the sewer.

COUNCILMAN LEVY: Okay, thank you.

MAYOR BRIARE: There's no sidewalks, no sidewalks, only "L" type curbs and gutters which you have to have to control water, is that correct?

NANCY PAYAN: That's correct.

MAYOR BRIARE: Street lighting.

NANCY PAYAN: Residential driveways where they're needed.

MAYOR BRIARE: Sewer laterals in the only thing I can think of that is worthy of argument.

COUNCILMAN LEVY: Well, I think it should be up to the people who own the property if they want one.

NANCY PAYAN: What we have done in this area is in order not to cut the pavement for a good five years after, we encourage them to get their sewer lateral now.

COUNCILMAN LEVY: Well, do they want them? Do those people want them?

MAYOR BRIARE: Right there, just the green.

COUNCILMAN LEVY: No, no. The people who you mentioned. Do they all want a sewer lateral?

NANCY PAYAN: We were not able to contact Goulette on that.

COUNCILMAN LEVY: Well, I think you should ask him and tell him there's going to be five years before they're going to be allowed to cut into the street, do they want one now?

NANCY PAYAN: They received correspondence telling them that and we did not receive a response.

COUNCILMAN LEVY: And they didn't respond.

MAYOR BRIARE: But they're showing as opposing. They're indicated in whatever that color is, red?

NANCY PAYAN: They did not respond as to wanting a sewer lateral. They did not want the whole project.

COUNCILMAN CHRISTENSEN: Mayor, it's very simple. If you can get a real estate person to sell that piece of property for you, you haven't had the improvement, you haven't had to pay for any of the improvements and then you get somebody to sell it to some poor unsuspecting soul and not tell him that he can't cut the street to put in a sewer in for five years and he doesn't have a sewer and all those things, then the problem's out of his hands and back in ours. Exactly, why we have the problem with the Galardi place.

COUNCILMAN LEVY: Now, wait a minute. Do I pick on the jewelers?

COUNCILMAN CHRISTENSEN: We had a situation just occurred just like that.

MAYOR BRIARE: Just tell the Council about the green area there that will be affected by -- need lateral sewers there.

NANCY PAYAN: This green property here, sir?

MAYOR BRIARE: Yes.

NANCY PAYAN: They are the only ones that returned a survey with a favorable remark on it. We spoke -- we happened to speak to the Burger family, Thomas Jones --

MAYOR BRIARE: If they don't respond, then we presume it's yes unless we hear differently from them today which is the case with Miss and you too. Did you want to make a comment?

STEVE STUHMER: Yes, my name is Steve Stuhmer, 1301 Rancho Drive. I received thisstuff, but I've been out of town so I didn't respond sooner. I think I was just told that everybody along side of me all the way down is opposed to it. I got to believe I am too because the streets come right through my front yard.

COUNCILMAN LEVY: He bought Mr. Gothrie's house.

MAYOR BRIARE: Do you have the place with the satellite dish in the front?

STEVE STUHMER: That's the one that's getting ready to leave.

COUNCILMAN CHRISTENSEN: Isn't that also the one that we had to have you move the planters or the pillars for this fence because when they originally started to put the pillars in the fence, it was obvious that they were out to far, and, in fact, I personally notified our staff that that was scheduled to be widened in there and they personally went down and notified the person building those pillars and the owner that they would have to move those pillars back so that there was no sense us having you put pillars in and then having us come and pay to move them back two years later or a year later.

STEVE STUHMER: Okay, that's basically correct. We originally putting the pillars down the front property line --

COUNCILMAN LEVY: That was you?

STEVE STUHMER: Pardon me.

COUNCILMAN LEVY: That was you?

STEVE STUHMER: That was me.

COUNCILMAN LEVY: And you knew the street was going to be widen?

STEVE STUHMER: I knew it was going wider to the point of where my fence is. I didn't know it was going wider where they're asking for it now. I got notification when we got down -- we wanted to put the pillars in right down the edge of the -- down the edge of the street. I was contacted by the City and the surveyors told me that where I wanted to put them was not acceptable I had to move them back ten feet. I went down, I got a building permit. I was told where I could put them. I put them where I was told I could put them, now I've got a notification telling me they're coming ten feet back inside where I was told I could put them. I received a building permit. I received my inspections.

COUNCILMAN CHRISTENSEN: Are we taking 20 feet off of his property?

NANCY PAYAN: Ten feet.

STEVE STUHMER: They're taking another ten feet. I've got right now in front of my --

COUNCILMAN CHRISTENSEN: Wait a minute, something doesn't ring.

STEVE STUHMER: Okay.

COUNCILMAN CHRISTENSEN: You're telling me that the first time you were going to build the pillars ten feet out into the City right-of-way.

STEVE STUHMER: Well, I didn't know where it was. Right now I have grass all the way out to the curb, okay.

COUNCILMAN CHRISTENSEN: There is no curb.

STEVE STUHMER: Yes, sir, I have curb and gutter all the way down my street, all the way down the entire length of my property I have curb and gutter.

COUNCILMAN CHRISTENSEN: Okay, that's true. On that piece there is.

STEVE STUHMER: I have curb and gutter all the way down. My front yard went all the way out to the curb. I wanted to put my pillars down the property line which I assumed was down to the curb. I was then told by the City that was not acceptable, that I had to come back ten feet. The surveyors were out there and they even told me where I had to be too. I then applied for a permit, received a permit and built it according to that.

COUNCILMAN CHRISTENSEN: I realize that there's no way we could keep you from building pillars on the property line, but did the surveyor and the City people not tell you that was planning to be widen and that there would be ten feet missing from there and didn't they advise you to put them further back?

STEVE STUHMER: Not an additional ten feet, no. They told me where I could put it and that's where I put it and now they're telling me, they're coming back ten feet inside of that point which wipes out my pillars, my fencing, my gates, my palm trees, all my landscaping. It tears up the entire front yard; and needless to say, I'm not overly pleased about it.

MAYOR BRIARE: I can sure understand why, Mr. Stuhmer.

STEVE STUHMER: I built it according to what they told me I could do.

COUNCILMAN CHRISTENSEN: That's true because you can build to your property line until such time as there is an assessment district.

STEVE STUHMER: Okay, when I went down --

COUNCILMAN CHRISTENSEN: Or until such time as the street's widened, but I think you were advised at that time -- anyway it was reported back to me that you were advised at that time that the street was going to be widened ten feet and it would be foolish to build the pillars out there because in two years they'd have to be gone.

STEVE STUHMER: Okay, you're statement is half correct. I was advised the street was going to be widened ten feet. My pillars and fence as it stands right now is ten feet inside where the existing curb and gutter is.

COUNCILMAN CHRISTENSEN: No, but you see you're suffering under the illusion that the property line is the curb and the property line is rarely at the curb. It's generally ten feet inside the curb.

COUNCILMAN LEVY: And as a real estate agent, I'm sure you should know that.

COUNCILMAN CHRISTENSEN: And as a real estate agent, you should know that, that's correct.

STEVE STUHMER: I do know that. I do know that. I'm also a developer so I'm well aware of it.

MAYOR BRIARE: Well you should definitely know that then.

STEVE STUHMER: What I'm telling you is what the City told me as far as where they were going to widen the street to. They told me they were widening it ten feet.

COUNCILMAN CHRISTENSEN: But you knew the street was going to be widen and yet you went ahead and put pillars on the property line knowing full well that they'd have to come out.

STEVE STUHMER: That's incorrect and please do not put words in my mouth. What I'm telling you is I was told the street was going to be widened ten feet from where the curb and gutter was now.

COUNCILMAN CHRISTENSEN: No, they didn't tell you that.

STEVE STUHMER: Well, I'm telling you where I built my fence and where I applied for the permit and what I did, okay.

MAYOR BRIARE: And where you received a permit.

STEVE STUHMER: Where I received a permit. I was issued a permit. I had all my inspections done and it was approved at that location, okay. Also, being a developer --

COUNCILMAN CHRISTENSEN: We didn't have a choice at that time because the property is there.

STEVE STUHMER: Incorrect. No, incorrect because I'm a developer and I know very well -- I run into this situation all the time. When there's a street dedication in the interim, they won't issue you a permit.

COUNCILMAN CHRISTENSEN: It wasn't dedicated yet.

STEVE STUHMER: Whether it's dedicated or not, if it's in the planned right-of-way -- I go down for building permits -- they say we got a street going through here, we can't issue you a permit on that spot.

COUNCILMAN CHRISTENSEN: Well, then as a developer why on earth did you build on the property line when you were told that there was going to be ten feet from your property line taken for a street.

STEVE STUHMER: I built where the City told me I could build.

COUNCILMAN CHRISTENSEN: You didn't answer my question. I said, as a developer that knows better than that, why did you do that?

STEVE STUHMER: Because I thought the street was coming back ten feet from its existing location, not twenty feet as it is doing now. I was told it was coming back ten feet. My fence right now is built inside that ten feet. It is not coming back ten feet from where it is now, it's coming back twenty feet. Granted they're only taking ten more feet, but that's not what I understood. What I understood was they were coming back ten feet. If they came back ten feet, my fence would still be standing there when they were finished. They're coming back twenty and wiping it out.

MAYOR BRIARE: Thank you, Mr. Stuhmer. Is there anyone else? Then the public hearing on this is closed and I've got to know and I want you to tell me here well, first, Councilman Lurie had a question he wanted to ask.

COUNCILMAN LURIE: The question I had. Of the $35,000 in this assessment, how much of that is sewer laterals?

NANCY PAYAN: The sewer lateral assessment is $4,830.

COUNCILMAN LEVY: Each or total? Total or each?

NANCY PAYAN: Total.

MAYOR BRIARE: What would you say as the person who's most knowledgeable about this assessment district, what would you say would be the advantages to any of these property owners for that lateral sewer? Any of the property owners, either those in favor and opposed?

COUNCILMAN LEVY: They don't have sewers.

MAYOR BRIARE: Well, Councilman Levy, somebody's got to have some method of disposing of sewage which is probably septic tanks.

COUNCILMAN LEVY: There's only four appeals totalling $6,000. There's only four lots that's going to be sewer laterals, only four.

MAYOR BRIARE: But the people are being asked to pay for these --

COUNCILMAN LEVY: No, no, no.

MAYOR BRIARE: Only those four properties?

COUNCILMAN LEVY: Just those four properties.

COUNCILMAN LURIE: Just those four. Point to them. Show him which four are just being assessed.

NANCY PAYAN: Okay, I believe it's the Burger family, Thomas Jones and the Goulette property here.

MAYOR BRIARE: No one else is being asked for a dime out of that?

COUNCILMAN LEVY: No.

MAYOR BRIARE: Okay, you've answered my question. Thank you very much. The lights I think are mandatory. The only other thing you're getting are the "L" type curb and gutters and driveway approaches for --

COUNCILMAN LURIE: What was it, $30,000? Yes, just take off the 30,000.

COUNCILMAN CHRISTENSEN: Are you going back twenty feet in that area that he's talking about?

COUNCILMAN LEVY: No, ten.

NANCY PAYAN: No.

COUNCILMAN CHRISTENSEN: Only ten feet?

NANCY PAYAN: Only ten.

COUNCILMAN CHRISTENSEN: Ten feet from the property line or ten feet from the existing curb.

NANCY PAYAN: Ten feet fron the existing curb.

COUNCILMAN CHRISTENSEN: But if you go back ten feet from the existing curb, you're not going to interfer with his pillars.

NANCY PAYAN: I don't believe so, but I haven't seen his plans, so --

MAYOR BRIARE: The hearing's closed, Mr. Stuhmer, you've had your chance. Unless somebody directs a question for you then we're through. Mr. Gist, I've got to ask you this too. Exactly what is it that Regional Streets & Highways are going to do with this street.

COUNCILMAN LEVY: Widen it.

MAYOR BRIARE: Right now. Supposing this assessment district doesn't ring? Supposing it's denied? Supposing the assessment district is not approved, what are the Regional Streets & Highways going to do? Are they going to go ahead and put in a widened street? They have the right-of-way. They're going to put in some sort of a street, aren't they?

JIM GIST: I rather doubt, sir. I'm not an authority to speak on RTC's policy, but I would doubt that they would proceed with the project.

MAYOR BRIARE: How could they presume that an assessment district would be approved?

JIM GIST: Well, I think the project would be based on whether the assessment district is approved or not. That would be my opinion.

COUNCILMAN LEVY: I basically think it was approved three years ago when we had the --

MAYOR BRIARE: I do too. I don't know why we're doing this.

COUNCILMAN LEVY: Well, because of the fact that we didn't have the money to build the street at that time, Mayor, and it finally made the top of our priority list and I don't know why we're reapproving it, but it's been approved.

DEPUTY CITY MGR. SAYLOR: The drawing up here shows what is proposed to be done. The part on the right of the drawing is the new widening. The project will go ahead regardless. However, the curb and gutter is almost imperative --

COUNCILMAN LEVY: With flooding, absolutely.

DEPUTY CITY MGR. SAYLOR: Well, not only for drainage, but in this particular case because it is going so close to the existing houses and walls and this and that, it's needed for protection. You can see on this drawing that it's right up against, in some cases, their walls, fences, etc., etc. and that curb does give that extra benefit of protection to them. It's much more important here because of the no sidewalk factor.

MAYOR BRIARE: So if we should have in mind not to go ahead and improve this district, then it seems to me like we'd be subject to some sort of liability claim later if we found that waters were going into property that we could have prevented today.

COUNCILMAN LEVY: Absolutely.

DEPUTY CITY MGR. SAYLOR: There is that possibility, yes.

MAYOR BRIARE: Are there any other comments by the Councilmen? Questions? What's the pleasure of the Board on this matter? What would be the wording of the motion that we --

NANCY PAYAN: If you approve this public hearing as it stands as it is presented, then we will go on with your direction to --

MAYOR BRIARE: I think the motion would be to proceed because there's still a time when it can be --

NANCY PAYAN: -- present the ordinance to create --

COUNCILMAN CHRISTENSEN: An ordinance.

NANCY PAYAN: That's correct.

MAYOR BRIARE: At the time of the ordinance, there could be another hearing.

NANCY PAYAN: An additional public hearing.

MAYOR BRIARE: So, you know what kind of a motion is necessary, do I have such a motion?

CITY ATTY. OGILVIE: At the time of the second public hearing, I think the decisions have already been made though. This second public hearing is only for the purpose of determining the amount to be assessed after the improvements have been installed.

MAYOR BRIARE: These are simply estimates?

CITY ATTY. OGILVIE: That's correct. There will be an ordinance creating the district, in which case, at which time you could rethink whatever action you take today but I think that if you wait until the second public hearing that bridges are somewhat burned behind you because at that point you're only arguing over the amount of dollars to be assessed against each property.

COUNCILMAN LEVY: When do the sewer lines start, do you know?

MAYOR BRIARE: What do you think?

COUNCILMAN LEVY: The sewer line will be going on in September.

MAYOR BRIARE: The major amount of work is in -- the major cost is in street lighting, the lights or what?

COUNCILMAN LEVY: The streets.

NANCY PAYAN: That's correct. The street lighting assessment is $26,000.

JIM GIST: The assessible portion, the main would be the street lights, but, of course, the assessment is only about 4 or 5% of the total project, isn't it?

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984
IX. PUBLIC HEARINGS
ITEM D. SPECIAL IMPROVEMENT DISTRICT NO. 456

COUNCILMAN CHRISTENSEN: You see a lot of people don't understand the funding on one of these. You've got the major funding is from the Regional Transportation which will only fund the area of the street that's used by the transient population that drive through it and so forth. That area that is used by the homeowner and it benefits his property is all he picks up. When you have a major street when you build, even in a lot of cases where a developer -- you'll pick up the major portion of that street with the Regional Transportation and then the developer or the homeowner picks up the parking lane and the curb and gutter and the sidewalks because that's what he uses. So that's why the major portion of this project is being borne by Regional Transportation. In fact, more so than if it were a new area that they were building a street in because they wouldn't have the right-of-way acquisition costs.

MAYOR BRIARE: If someone did not wish to have a standard residential driveway at their property, could they decline?

NANCY PAYAN: Some of those that are getting the standard residential driveway have frontage only on Rancho and if they didn't receive those --

MAYOR BRIARE: Well I'm thinking about Mrs. Galardi for example. She could decide she doesn't want a cut on Rancho and get it on the side street.

NANCY PAYAN: That's true. She does not have to have --

MAYOR BRIARE: She has that option though.

NANCY PAYAN: Yes.

MAYOR BRIARE: Gentlemen, what is your pleasure on this?

COUNCILMAN NOLEN: Your Honor, at this time I'D MAKE A MOTION THAT WE APPROVE THE SPECIAL ASSESSMENT DISTRICT.

MAYOR BRIARE: Comments by the Councilmen? Cast your votes. Post. The motion's APPROVED. (Motion carried unanimously) The assessment is allowed and we'll proceed on to the next step.

END OF EXCERPT

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARING (Cont'd)		
E. PUBLIC HEARING to consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas in abatement of the dangerous building and cleaning the lot on property located at 1410 South 4th Street.	Levy - APPROVED Report Unanimous	Clerk to notify and Staff to proceed. Gil Gilpin appeared and represented City of Las Vegas No one was present to speak in opposition to levy.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 21, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR ABATEMENT OF THE DANGEROUS BUILDING AT 1410 SO. 4th ST.

PURPOSE/BACKGROUND

The City of Las Vegas has paid $1,690.00 to Silver Construction for abatement of the dangerous building at 1410 So. 4th St. Todays Public Hearing is to consider the Report of Expenses filed by the Department of Engineering Services and any objections thereto.

Under the Uniform Code for the Abatement of Dangerous Buildings, Council may make revisions or adjustments to the Report of Expenses as it deems proper. When the report has been confirmed the Council can declare the charges to be a personal obligation of the owner or Council may order the charge assessed against the property.

1. Personal Obligation. If the City Council orders that the charge shall be a personal obligation of the property owner, it shall direct the City Attorney to collect the same on behalf of the City by use of all appropriate legal remedies.

2. Special Assessment. If the City Council orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

Attached are the following:

1. Report of Expenses.
2. Notice of Public Hearing.
3. Chronological list of events.

FISCAL IMPACT

$1,690.00 has been paid to Silver Construction Co.

RECOMMENDATIONS

The City Manager recommends the City Council order the charge assessed against the property as a special assessment and a lien.

Agenda Item

IX. E.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984
IX. PUBLIC HEARING - REPORT
ITEM E. ABATEMENT OF THE DANGEROUS BUILDING AND CLEANING THE LOT ON PROPERTY LOCATED AT 1410 SOUTH 4TH STREET.

MAYOR BRIARE: The next, Item E is a public hearing to consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas in the abatement of a building -- dangerous building and cleaning the lot on property located at 1410 South 4th Street. Since we have -- where's the Director of Engineering Services? We have all of your backup material. I'm going to just jump right in and ask if there's anyone here in objection to the procedures that have been followed on -- you're going to report to us? What is the nature of the public hearing?

C. E. GILPIN: The nature is to hear any protests from those that have been levied.

MAYOR BRIARE: Oh, I see. Is there anyone here to speak in opposition to this levy at 1410 South 4th Street? This is a public hearing. If there's anyone wishing to speak in opposition to this -- the expense that's been incurred by the City? Then have the record reflect that there was no one to speak in opposition. Other than yourself, is anyone here to speak in favor of it? Just yourself, the Engineering Department. Do we have any questions by the Council?

COUNCILMAN LURIE: Do you need a motion to approve?

MAYOR BRIARE: Yes.

COUNCILMAN LURIE: I'LL MOVE FOR APPROVAL.

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

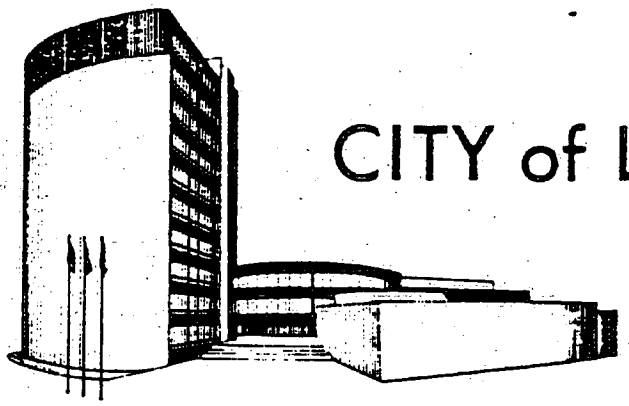
END OF EXCERPT

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

NOTICE OF PUBLIC HEARING

JUNE 6, 1984

NOTICE IS HEREBY GIVEN that on Wednesday, June 6, 1984, at the hour of 2:00 P.M. in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas to abate the dangerous building and clean the lot on property located at 1410 South Fourth Street. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code.

The property referred to above is legally described as:

Lot 11, Block 16, Boulder Addition

The Director of Engineering Services certifies in the report that the sum of $1,690.00 was expended to Silver Construction Company for the abatement of the dangerous building and cleaning of the lot located at 1410 South Fourth Street. If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order the City Attorney to collect the same from the property owner on behalf of the City by the use of all appropriate legal remedies.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the report of the Director of Engineering Services. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

Carol Ann Hawley

CAROL ANN HAWLEY
CITY CLERK

CITY OF LAS VEGAS NEVADA

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011

Chronology of Events - Abatement of Dangerous Building
at 1410 So. 4th St.

December 29, 1983	Department of Building and Safety declares the site to be a dangerous building
January 18, 1984	Notice and Order mailed to property owner by Certified Mail. The letter was returned unclaimed.
February 6, 1984	Four copies of the Notice and Order were posted on the building.
March 12, 1984	Building and Safety reinspected the building. Vagrants were found living in the building; no action had been taken by the owners.
March 14, 1984	Building and Safety notifies Engineering Services to abate the building.
March 16, 1984	Building and Safety files Notice of Dangerous Building with Clark County Recorder.
March 16, 1984	Engineering Services contacted property owner, Mr. Johnson. Mr. Johnson requested more time to do the work himself.
March 20, 1984	No action taken on building.
April 2, 1984	Engineering Services attempted to contact Mr. Johnson (left message on telephone recorder).
April 10, 1984	Wrote letter to Mr. & Mrs. Johnson - sent certified and regular mail.
April 16, 1984	Certified letter of April 10, 1984 returned unclaimed.
April 19, 1984	Staff called Mr. Johnson. He said he had been out of town, but would call back April 20, 1984 if he was able to do work himself.
April 20, 1984	Mr. Johnson did not call. Issued Notice to Proceed to contractor.
April 25, 1984	Contractor begins work on 1410 So. 4th St.
April 30, 1984	Building and Safety files Notice with Clark County Recorder that the building has been abated.
May 3, 1984	Engineering Services files Report of Expenses with City Clerk.

Chronology - 1410 So. 4th St. (Continued)

May 10, 1984	City Clerk notifies property owners of Council meeting of May 16, 1984 to set date for Public Hearing.
May 16, 1984	Council sets Public Hearing for June 6, 1984 at 2:00 p.m.
May 21, 1984	City Clerk mails Notice of Public Hearing to property owners.
May 21, 1984	Building and Safety posts Notice of Public Hearing on property.
May 24, 1984	Notice of Public Hearing published in Review Journal.

0357

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARINGS (Cont'd)		
F. PUBLIC HEARING to consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas to board up holes in the roof of the building located at 2 Bonneville Avenue.	Lurie - APPROVED Unanimous	Clerk to notify and Staff to proceed. Wilson E. VanDusen submitted written protest to City Clerk prior to meeting.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

0358

Date: May 21, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR ABATEMENT OF THE DANGEROUS BUILDING AT NO. 2 BONNEVILLE

PURPOSE/BACKGROUND

The City of Las Vegas has paid $325.00 to Building Dynamics for boarding up the holes in the roof at No. 2 Bonneville. Todays Public Hearing is to consider the Report of Expenses filed by the Department of Engineering Services and any objections thereto.

Under the Uniform Code for the Abatement of Dangerous Buildings, Council may make revisions or adjustments to the Report of Expenses as it deems proper. When the report has been confirmed the Council can declare the charges to be a personal obligation of the owner or Council may order the charge assessed against the property.

1. Personal Obligation. If the City Council orders that the charge shall be a personal obligation of the property owner, it shall direct the City Attorney to collect the same on behalf of the City by use of all appropriate legal remedies.

2. Special Assessment. If the City Council orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

Attached are the following:

1. Report of Expenses.
2. Notice of Public Hearing.
3. Chronological list of events.

FISCAL IMPACT

$325.00 has been paid to Building Dynamics.

RECOMMENDATIONS

The City Manager recommends the City Council order the charge assessed against the property as a special assessment and a lien.

Agenda Item

IX.F.

RECEIVED
CITY

NOTICE OF PROTEST

Protest is hereby made of the report by the Director of Engineering Services of the expense incurred by the City of Las Vegas to board up holes in the roof of the building located at #2 Bonneville Avenue. The property referred to is legally described as: The west half of Lots 15 and 16, Block 7, Clark's Las Vegas Townsite. Assessor Parcel No.: 040-094-011.

Points of PROTEST:

1. The City of Las Vegas and/or their agents actions are, and at all times mentioned were, in viololation and an unlawful denial of the rights and protection due the above property owner under Articles IV, V, XIV of the Amendments to the Constitution of the United States of America and the laws of the State of Nevada.

2. The expenses claimed to have been incurred by the City of Las Vegas in the above matter are not itemized and even if true are excessive for the work claimed.

SIGNED, 6 June 1984

Wilson E. Van Dusen

WILSON E. VAN DUSEN
co-administrater of
the estate of Marie
T. Van Dusen, deceased.
Above property owner.

Wilson E. Van Dusen
#2 Bonneville Avenue
P.O. Box 28222
Las Vegas, Nv 89126

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 0360
IX. PUBLIC HEARING - REPORT
ITEM F. EXPENSE INCURRED BY THE CITY OF LAS VEGAS TO BOARD UP HOLES IN THE ROOF OF THE BUILDING LOCATED AT 2 BONNEVILLE AVENUE.

MAYOR BRIARE: I believe the next one is similar. The same sort of a hearing. A report by the Director of Engineering Services of the expense incurred by the City of Las Vegas to board up holes in the roof of the building located at 2 Bonneville Avenue. Is there anyone in the audience here to speak in opposition to the costs that have been incurred at 2 Bonneville Avenue? Is there anyone that wishes to speak in opposition to any matter?

COUNCILMAN LURIE: We got one notice.

COUNCILMAN LEVY: We received a notice of protest from Mr. Van Dusen. I think we've had words with Mr. Van Dusen prior to this time.

MAYOR BRIARE: Oh, I see. This is a written opposition and the record will show that.

COUNCILMAN LEVY: This is the gentleman who won't tell us exactly where he lives.

MAYOR BRIARE: This will be entered into the record. The public hearing is closed. What's the pleasure of the Council?

COUNCILMAN LURIE: MOVE FOR APPROVAL.

MAYOR BRIARE: Comments on the motion? Cast your votes. Post. Motion's APPROVED. (Motion carried unanimously)

END OF EXCERPT

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date 0361

May 17, 1984

TO:

Nancy DelaBarre
Engineering Services

FROM:

Val Steed
Deputy City Attorney

SUBJECT:

Dangerous Building Proceedings -- #2 Bonneville

COPIES TO:

In accordance with your request, here is a listing of the major events in the dangerous building case involving #2 Bonneville. If you need more details, let me know. If this is more than what you wanted, feel free to pick and choose.

Chronology -- #2 Bonneville (Dangerous Building Proceeding)

Oct. 19, 1982	Building inspected by Fire Services
Dec. 1, 1982	Building inspected again by Fire Services and Building & Safety pursuant to search warrant. Wilson Van Dusen notified of fire code violations verbally
Dec. 6 & 17, 1982	Violation notices posted on building by Fire Services
Feb. 23, 1983	"Notice and Order to Abate Dangerous Building" served on Wilson Van Dusen
Mar. 22, 1983	Wilson Van Dusen files appeal with Board of Zoning Adjustment (BZA)
Apr. 28, 1983	Hearing scheduled before BZA is held in abeyance pursuant to written stipulation between the City Attorney's Office and Mr. Van Dusen's attorney. Under the stipulation, further inspection is to be allowed and all work to be done by July 1, 1983
June 23, 1983	Another hearing scheduled before BZA, which holds matter in abeyance another month
July 28, 1983	Hearing held before BZA, which affirms the order of Building & Safety to board up the roof and ceiling holes and to remove combustibles from the interior

Memo to: Nancy DelaBarre
From: Val Steed
Re: Dangerous Building Proceedings -- #2 Bonneville

May 17, 1984
Page -2-

Aug. 15, 1983	The BZA's written Decision and Order is issued and mailed to Wilson Van Dusen and his attorney. Both are notified that, upon failure to comply, the City may proceed to perform the cleanup and repair work at the expense of the owner
Apr. 24, 1984	City Attorney's Office notifies Wilson Van Dusen's attorney that the cleanup and repair work will be performed by the City

If you have any questions, please do not hesitate to contact me.

/jca

Chronology - #2 Bonneville (Continued)

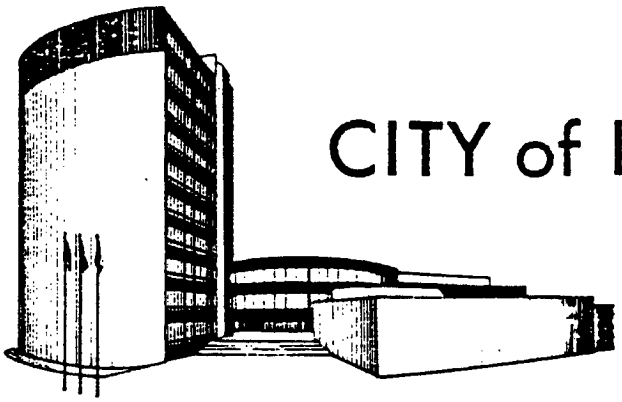
May 4, 1984	Property is abated. Costs in the amount of $325.00 incurred for boarding up the holes in the roof.
May 7, 1984	Report of Building Abatement Expenses is filed with the City Clerk.
May 10, 1984	City Clerk notified property owner by Certified Mail of the City Council meeting of May 16, 1984 to set Public Hearing date to consider the Report of Expenses; a copy of the appeal procedure is enclosed.
May 16, 1984	City Council sets Public Hearing for 2:00 p.m. on June 6, 1984.
May 21, 1984	City Clerk mails Notice of Public Hearing to property owner, certified mail, return receipt requested.
May 21, 1984	Building and Safety Department posts Notice of Public Hearing on buildings.
May 24, 1984	Notice of Public Hearing published in the Review Journal.

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

NOTICE OF PUBLIC HEARING

JUNE 6, 1984

NOTICE IS HEREBY GIVEN that on Wednesday, June 6, 1984, at the hour of 2:00 P.M. in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the Las Vegas City Council will consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas to board up holes in the roof of the building located at 2 Bonneville Avenue. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code.

The property referred to above is legally described as:

The west half of Lots 15 and 16, Block 7, Clark's Las Vegas Townsite.

The Director of Engineering Services certifies in the report that the sum of $325.00 was expended to Building Dynamics to board up the holes in the roof at 2 Bonneville Avenue. If, upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order the City Attorney to collect the same from the property owner on behalf of the City by the use of all appropriate legal remedies.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the report of the Director of Engineering Services. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall then present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

Carol Ann Hawley

CAROL ANN HAWLEY
City Clerk

CITY OF LAS VEGAS NEVADA

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM		Council Action	Department Action
	IX. 3:00 P.M. - PUBLIC HEARING		
3:07 to 3:33	G. Rehearing regarding the Revocation of the Liquor License of Henry's Liquor, 632 N. "H" Street; Licensee: Leandrew McDaniel, 100%. NOTE: This item has been set for a time certain of 3 P.M.	Nolen - Motion APPROVED to rescind action of City Council on 4/9/84, which revoked the license, and that license be suspended for 90-day period beginning 6/6/84 with condition that license be sold or transferred within said 90-day period, revocation shall be reimposed. The sale or transfer of license shall not be a person under the control of licensee. UNANIMOUS (Briare excused) NOTE: Verbatim Transcript made part of final minutes. Appearances: James Porter, Atty. for Licensee Lenell McDaniel, Ennis Reed, Security Guard, Ken Kesterson, Business Activity, Rick Ingram, Business Activity, James Leon Blevins, Pres. Tree Line Homeowners Association	Staff to proceed

APPROVED AGENDA ITEM

THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

In the Matter of The Department of Business Activity on behalf of the City of Las Vegas, Nevada, Petitioner, v. Leandrew Lamar McDaniel, dba Henry's Liquor, Respondent.	ORDER

The above entitled matter having come on for rehearing before the City Council of the City of Las Vegas, Nevada, on the 6th day of June, 1984, and the Respondent having appeared in person and through counsel and good cause appearing therefor,

IT IS HEREBY ORDERED that the Order of the City Council dated April 11, 1984, revoking the alcoholic beverage license issued by the City of Las Vegas to Leandrew Lamar McDaniel, dba Henry's Liquor at the premises of 632 North H Street, Las Vegas, Nevada, be, and the same hereby is, rescinded.

IT IS FURTHER ORDERED that the license referred to above be suspended for a period of 90 days from and after the 6th of June, 1984, with the condition that said license be sold or transferred within that period of suspension.

IT IS FURTHER ORDERED that the sale or transfer of the license referred to above may not be to any person controlled by the current licensee or to any corporation owned wholly or in part by the current licensee.

. . .

. . .

. . .

. . .

. . .

IT IS FURTHER ORDERED that if the license referred to above is not sold or transferred to a person meeting the criteria set forth above during the 90-day period of suspension, said license shall be, and the same is hereby ordered to be, revoked.

DATED this 9th day of July, 1984.

RON LURIE, Mayor Pro Tem

ATTEST:

CAROL ANN HAWLEY, City Clerk

PAUL CHRISTENSEN, Councilman

AL LEVY, Councilman

ROBERT NOLEN, Councilman

DATE	SUSPECT		NARCOTICS	DISP
1-29-84	DONALD VAUGHN	84-40624	2 SHERM STICKS	NCF
1-28-84	WALTER BEELS	84-40514	3	SUBMIT
	JAMES MORRIS		0368	
	ARTHUR MITCHELL			
1-28-84	DERRY DAY	84-40516	4	NCF
1-22-84	TONY O'NEAL	84-40424	3 (SALE)	SUBMIT
1-27-84	WALTER BEELS	84-40397	2	SUBMIT
	SYLVESTER SMITH			NCF
1-27-84	VERNON HOWING	84-40415	5	SUBMIT
	STEVEN SCOTT			
1-26-84	DERRY DAY	84-40305	5	NCF
1-26-84	JEFF BROWN	84-40028	5	SUBMIT
1-23-84	CEDRIC GRIFFITH	84-39979	2	DENY
1-23-84	WALTER BEELS	84-39741	8	SUBMIT
1-23-84	BENNY MOTEN	84-39759	1	SUBMIT
1-21-84	LESTER BOWER	84-39403	3	NCF
1-21-84	LEONARD HARVEY	84-39402	1	NCF
1-21-84	LEE GAMMAGE	84-39406	12	NCF
1-21-84	WILLIE LEED	84-39787	1	NCF
1-21-84	RUTHA LOSS	84-39792	1	SUBMIT
1-21-84	LESTER BOWER	84-39331	1	NCF
1-17-84	DARLENE LEWIS	84-38719	3	SUBMIT
1-15-84	HAROLD WILLIAMS	84-38474	2	NCF
1-15-84	DONALD VAUGHN	84-38384	2	SUBMIT
1-12-84	CLIFFORD MATTHEWS	84-38232	5	NCF
1-10-84	TONY DUCKETT	84-37754	1	SUBMIT
1-8-84	THOMAS LAWHORN	84-37375	3	SUBMIT
1-8-84	LEE GUY	84-37370	1	SUBMIT
1-7-84	JERRY EDWARDS	84-37184	8	NCF
1-7-84	WALTER BEELS	84-37174	6	SUBMIT
1-6-84	JIMMY GREEN	84-37138	1	SUBMIT
1-6-84	EARL NIX	84-36912	2	DENY
1-6-84	WALTER BEELS	84-36893	19	SUBM
	TONY ONEIL			NCF
1-4-84	EDWARD WAGONER	84-36653	6	NCF
1-3-84	DEBRA MANOR	84-36497	9	SUBMIT
1-1-84	GEORGE JOHNSON	84-36341	1	SUBM

DATE	SUSPECT		NARCOTICS	DISPO
2-24-84	MICHAEL SMITH	84-44805	1 SMOKE STICK	SUBMIT
2-24-84	ADRIAN GREEN	84-44804	6	SUBMIT
	RAYMOND JONES		0369	NCF
2-24-84	WILLIE REED	84-44759	2	SUBMIT
2-23-84	WILLIE WILLIAMS	84-44690	6	SUBMIT
2-21-84	ETHYL HYMON	84-44229	11½ CCW 38	SUBMIT
2-20-84	MICHAEL GARDNER	84-44169	4	SUBMIT
2-19-84	JOHN JONES	84-44106	1	NCF
2-18-84	KEVIN DUCKETT	84-43922	1	NCF
2-18-84	CUTHA LASS	84-43920	3	SUBMIT
2-18-84	JOHNNIE BROOKS	84-43556	1	NCF
2-17-84	LYLES JACKSON	84-43689	1	NCF
2-15-84	CHRISTOPHER LAWSON	84-43417	2	SUBMIT
2-13-84	LEROY WASHINGTON	84-43089	1	NCF
2-13-84	RICKEY BELL	84-43150	3	SUBMIT
2-13-84	WALTER BELL	84-43154	1	SUBMIT
2-11-84	WILLIE WILLIAMS	84-42843	2	NCF
2-11-84	JERRY EDWARDS	84-42828	15	SUBMIT
2-11-84	LAWERENCE BITTS	84-42693	2	SUBMIT
2-11-84	HENRY MACK	84-42722	1	SUBMIT
2-10-84	ALBERT COBB	84-42689	2	NCF
2-10-84	PETER JOHNSON	84-41040	1	SUBMIT
2-10-84	KEVIN DUCKETT	84-41120	1	SUBMIT
2-7-84	DERRY DAY	84-42117	6	SUBMIT
2-7-84	CLARENDA MORTIN	84-42021	1	SUBMIT
2-7-84	DAVE JOHNSON	84-42027	3	SUBMIT
2-6-84	WALTER BELLS	84-41978	13	SUBMIT
	TONY ONEIL			NCF
2-6-84	ODIS MATLOCK	84-41824	2 CCW 25 AUTO	SUBMIT
2-4-84	NATHANIEL JONES	84-41693	6	SUBMIT
	JEFF BROWN			NCF
2-4-84	WALTER BELLS	84-41529	1	SUBMIT
2-4-84	LONNIE GOODEN	84-41439	1	NCF
2-3-84	ROBERT GREEN	84-41344	4	NCF
1-31-84	DIRAINE WRIGHT	84-40865	5	SUBMIT
1-30-84	MARSHALL HUGES	84-40852	7	NCF

DATE	SUSPECT		NARCOTICS	DISP
4-2-84	JEFF BROWN	84-50806	3 SMERM	NCF
3-31-84	IRA BUTLER	84-50597	2 " "	PENDING
3-30-84	RAYMOND JUNIOR	84-50326	2	PENDING
3-23-84	RAYMOND JONES	84-49403	8	NCF
3-21-84	WALTER BERLS	84-49009	3	NCF
3-19-84	JEFF BROWN	84-48717	4	PENDING
3-20-84	PETER DIXON	84-48763	2	PENDING
3-18-84	ROBERT MCMILLAN	84-48474	1	NCF
3-18-84	ADRIAN GREEN	84-48517	2	PENDING
3-17-84	TONY O'NEAL	84-48288	1	NCF
3-15-84	JEFF BROWN	84-48010	5	PENDING
3-14-84	RAYMOND JUNIOR	84-47938	3	SUBMIT
3-12-84	ANTHONY WHEELER	84-47588	4	NCF
3-8-84	WILLIE WILLIAMS	84-47027	1 OUNCE OF LIQUID	SUBMIT
3-7-84	WILLIE WILLIAMS	84-46810	3 SMERM STICK	SUBMIT
3-6-84	NOEL HARRIS	84-46636	3	SUBMIT
3-4-84	WILSON ODUM	84-46336	4 SMERM	SUBMIT
	NATHANIEL BROWN			NCF
3-4-84	JEFF BROWN	84-46347	2 SMERM	SUBMIT/DO
3-4-84	RAYMOND JONES	84-46275	1 SMERM	SUBMIT
3-3-84	CECIL SIMON	84-46251	7 / CCW 22	SUBMIT
3-3-84	ODIES MATLOCK	84-46262	2 SMERM SALE	SUBMIT
3-3-84	JEFF BROWN	84-46252	1 SMERM	SUBMIT
3-3-84	ED WAGONER	84-46165	5 SMERM	NCF
3-1-84	JAMES MORRIS	84-45837	1 SMERM	SUBMIT
2-27-84	JEFF BROWN	84-45347	6 SMERMS	SUBMIT
2-27-84	HOWARD MYLES	84-45346	3 SMERMS	NCF
2-27-84	WALTER BERLS	84-45310	14 SMERMS	SUBMIT
	ADRIAN GREEN			
	DERRY DAY			
	BRIAN WEETS			
2-27-84	RUTHA ROSS	84-45717	5 SMERM	SUBMIT
	ARNELL DUCKETT			
2-25-84	CARL WILLIAMS	84-45061	1 SMERM	SUBMIT
2-24-84	PATRICIA SIMMONS	84-45043	1	SUBMIT

0370

City Exhibit I 6/6/84

0371

ASSIGNMENT OF LEASE
and
CONSENT OF LESSOR

THIS ASSIGNMENT made this ____ day of May, 1979, by and between GEORGIA DELGADO (hereinafter referred to as "ASSIGNOR"), and LEANDREW McDANIEL (hereinafter referred to as "ASSIGNEE");

W I T N E S S E T H :

WHEREAS, ASSIGNOR entered into a Lease Agreement, as Lessee therein, on the 12th day of March, 1979, with MARION BENNETT (hereinafter referred to as "LESSOR"); and

WHEREAS, ASSIGNOR desires to assign, and ASSIGNEE desires to assume the rights, duties and liabilities of Lessee thereunder;

NOW THEREFORE, in consideration of the mutual terms and covenants, the parties hereto agree as follows:

1. For valuable consideration the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR assigns the leased property pursuant to the terms and conditions of said Lease Agreement unto ASSIGNEE for the balance of the lease term of ten (10) years as provided in said Lease Agreement; said leased property being described as:

Lot 18 in Block 7 of the Original Plat of Las Vegas Townsite, as shown thereof on file in Book 1 of Plats, page 17-B, in the Office of the County Recorder of Clark County, Nevada.

Said property above described being more commonly known as 632 North "H" Street, Las Vegas, Clark County, Nevada, consisting of approximately sixteen hundred (1,600) square feet.

2. That the said Lease Agreement commenced on the 12th day of March, 1979, and is to terminate on the 1st day of October, 1989.

3. ASSIGNEE shall assume all rights and duties required

of ASSIGNOR under the Lease, including all payments required thereby and shall comply with all terms and conditions of the Lease.

CONSENT OF LESSOR

MARION BENNETT, LESSOR in the above described Lease Agreement, consents to the assignment and transfer of the Lease, including all terms and conditions thereof, to ASSIGNEE.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease and Consent of Lessor at Las Vegas, Clark County, State of Nevada on the day and year first above written.

GEORGIA DELGADO

ASSIGNOR:

LEANDREW McDANIEL

ASSIGNEE:

MARION BENNETT

LESSOR:

LEASE AGREEMENT

THIS AGREEMENT entered into this ___ day of March, 1979, by and between GEORGIA DELGADO (hereinafter referred to as "LESSEE" and MARION BENNETT (hereinafter referred to as "LESSOR");

W I T N E S S E T H :

WHEREAS, Lessor is the owner of that certain real property located at 632 North "H" Street, Las Vegas, Nevada, consisting of approximately sixteen hundred (1,600) square feet, and more particularly described as:

Lot 18 in Block 7 of the Original Plat of Las Vegas Townsite, as shown thereof on file in Book 1 of Plats, page 17-B, in the Office of the County Recorder of Clark County, Nevada.

NOW, THEREFORE, in consideration of the mutual terms and covenants, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein a retail liquor store and beer bar business and for no other purpose, the above named premises for a term of ten (10) years, commencing as of the date hereof, to and including the 1st day of October, 1981, at a monthly rate of FOUR HUNDRED DOLLARS ($400.00) per month. Effective the 1st day of October, 1981, and to and including the 1st day of October, 1989, the monthly rate of this Lease Agreement shall be increased to FIVE HUNDRED DOLLARS ($500.00) per month, unless sooner terminated as hereinafter provided.

2. Lessee, shall, at her sole cost, keep and maintain said premises and every part thereof (excepting exterior walls and roof, which Lessor agrees to repair), including glazing, any store front and the interior of the premises, in good and sanitary order, condition and repair. By entering hereunder, Lessee accepts the

the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, extension thereof, or sooner termination of this Lease, to surrender unto Lessor all and singular said premises in the same condition as when received, reasonable use and wear thereof excepted, and to remove all of Lessee's signs from said premises.

3. Lessor represents that Lessor has obtained, and will maintain in force, adequate fire insurance coverage for the improvements located on the property first hereinabove described, including that portion of such property which is the subject of this Agreement, but Lessee understands and agrees that it is Lessee's sole obligation and responsibility to obtain adequate insurance coverage for any and all personal property or equipment placed upon or installed in the leased premises by Lessee. Lessee further agrees to obtain, at her own expense, and keep in force by advance payment of premium during the term of said Lease or any extension thereof, general liability insurance, in an amount of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000.00) covering one person and in the amount of not less than THREE HUNDRED THOUSAND DOLLARS ($300,000.00) covering more than one person, arising out of a single accident, and for property damage not less than TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) insuring Lessee and Lessor against any liability that may accrue against them or either of them by reason of the operation by Lessee of the business contemplated herein.

4. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to goods, wares and merchandise of any person arising from the use of

the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided.

5. Lessee shall pay for all water, gas, heat, light, power, sewer, garbage and trash collection, telephone service and all other services supplied to said premises, including all deposi required by the respective utilities involved.

6. Lessee shall also maintain, repair, or replace at her sole expense the air conditioning system in the subject premises, and Lessee shall, in addition, and at her sole expense, regularly clean the entire parking lot located in front of 632, 628, 624, 620 and 616 North "H" Street, Las Vegas, Nevada, and shall keep said parking lot free of all refuse and debris.

7. Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of Lesso first had and obtained, and any additions to, or alternations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor.

8. Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

9. Lessee shall keep the demised premises and the propert in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

10. Lessee, shall, at her sole cost and expense, comply

with all the requirements of all the municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the subject premises, and shall faithfully observe in the use of the subject premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

11. Lessee shall permit Lessor and his agents to enter into and upon said subject premises at all reasonable times for the purpose of inspecting the same or of fulfilling Lessor's obligations of maintenance or repair of said premises as herein set forth.

12. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, 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 therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

13. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

14. In the event of any breach of this Lease by Lessee, then Lessor, besides other rights or remedies he may have, shall have the immediate right of reentry and may remove all persons and property from the premises, such property may be removed and stored

in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to reenter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this Lease or he may from time to time, without terminating this Lease, relet said 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 upon such other terms md conditions as Lessor in his sole discretion may deem advisable, with the right to make alterations and repairs to said premises; upon each such reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such reletting and of 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 (b) at the option of Lessor rents received by such 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 costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and 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 (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (b) during any month be 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 reentry or taking possession of said premises

by Lessor shall be construed as an election on his part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof 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 breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

15. In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorneys' fee which shall be fixed by the court.

16. All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the said premises whether or not Lessee has departed from, abandoned or vacated the premises.

17. The waiver by Lessor of 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 any subsequent breach of the same or any other term, covenant or condition therein 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 rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

18. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

19. In the event that Lessee shall desire to sell her interest in the retail liquor store and beer bar prior to the termination of this Lease, Lessor hereby agrees that this Lease shall remain in full force and effect and pursuant to the terms and covenants heretofore set forth, and shall apply to any such person or persons that may in the future desire to purchase Lessee's interest in the same. Further, in the event that said Lessee shall sell her interest in the premises, both parties hereby agree and covenant that neither shall unreasonably withhold his or her consent from the other as to such sale.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

LESSOR:

MARION BENNETT

LESSEE:

GEORGIA DELGADO

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On this ____ day of March, 1979, personally appeared before me, a Notary Public in and for said County and State, MARION

BENNETT, who acknowledged to me that he executed the foregoing document freely and voluntarily, and for the intent and purposes therein mentioned.

NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On the 12th day of March, 1979, personally appeared before me, a Notary Public in and for said County and State, GEORGIA DELGADO, who acknowledged to me that she executed the foregoing document freely and voluntarily, and for the intent and purposes therein mentioned.

Nancy N. Anderson
NOTARY PUBLIC, in and for said County and State

Notary Public-State of Nevada
CLARK COUNTY
Nancy N. Anderson
My Commission Expires May 10, 1982

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 3:00 P.M. PUBLIC HEARING - PAGE 1
ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

MAYOR PRO-TEM LURIE: This is the time set for the rehearing regarding the revocation of the liquor license of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%. I'll turn the meeting right now over to Mr. Ogilvie for some comments and then we'll have -- Mr. Porter, are you going to present the information to us on the rehearing?

ATTY. JAMES PORTER: Yes.

MAYOR PRO-TEM LURIE: Mr. Ogilvie.

CITY ATTORNEY GEORGE OGILVIE: Miss Clerk, do you have a Certified Copy of the transcript of the prior hearing?

CITY CLERK CAROL ANN HAWLEY: Yes. I have it here with me.

CITY ATTORNEY GEORGE OGILVIE: What date was that hearing held?

CITY CLERK CAROL ANN HAWLEY: It was held on April 9, 1984.

CITY ATTORNEY GEORGE OGILVIE: And that resulted in an order revoking the liquor license of Henry's Liquor?

CITY CLERK CAROL ANN HAWLEY: That is correct.

CITY ATTORNEY GEORGE OGILVIE: Do you have all of the exhibits that were introduced at that hearing and are referred to in the transcript?

CITY CLERK CAROL ANN HAWLEY: Yes, I do.

CITY ATTORNEY GEORGE OGILVIE: Mr. Mayor, I'd like to make a part of this hearing the transcript of which the Clerk has just referred and to re-introduce all of those exhibits and with those items being made a part of this hearing, I would rest the City's case.

MAYOR PRO-TEM LURIE: Okay, those items will be made a part of the record. Mr. Porter.

ATTY. JAMES PORTER: Mr. Chairman, members of the Council, I will try to be as brief as possible. I have two witnesses that I should like to call. Preliminarily, I'd like to thank each of you collectively and individually for allowing us this opportunity to address you again on this question. Let me, if I might, present my testimony again; it will be brief, and then I will make a very short statement to sort of sum up. I'd like to first

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 3:00 P.M. PUBLIC HEARING - PAGE 2
ITEM G: Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

ATTY. JAMES PORTER: ask Mrs. McDaniel's to come forward, please. Mrs. McDaniel's. And be sworn, if she will.

MAYOR PRO-TEM LURIE: Carol, would you swear Mrs. McDaniel in.

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

MRS. LENELL MCDANIEL: Yes.

ATTY. JAMES PORTER: State your name, ma'am.

MRS. LENELL MCDANIEL: My name is Lenell McDaniel.

ATTY. JAMES PORTER: Are you familiar with the premises known as Henry Liquor's?

MRS. LENELL MCDANIEL: Yes, I am.

ATTY. JAMES PORTER: And you have an occasion to work there over the past several years?

MRS. LENELL MCDANIEL: Yes, I have.

ATTY. JAMES PORTER: And are you familiar with a problem that existed in and about that premises and particularly the parking lot?

MRS. LENELL MCDANIEL: Yes.

ATTY. JAMES PORTER: Did you make any efforts yourself personally to address that problem?

MRS. LENELL MCDANIEL: Yes, by calling the Police Department and then also would hire extra security to clear the problem and having people "86'd' and doing those different kind of efforts; and also tried to get a joint effort with the other two businessmen there that was in the same parking lot with me. One could not do anything because he had sickness. The other one said he was hiring his own security. When we hired security to take care of the parking lot, we had a problem with them because they wanted to know why we couldn't put people off of both sides of the parking lot. That was the only way you are going to be able to help control the sherm because they would run from one side of the building into the other side or sit on the cars and make all the nuisance and problems out in front there.

ATTY. JAMES PORTER: Did you speak specifically with any members of the Metropolitan Police Department concerning this?

MRS. LENELL MCDANIEL: Yes, there were different policemen.

ATTY. JAMES PORTER: And did you work out any plan to assist them in effectuating arrests in that area?

MRS. LENELL MCDANIEL: Yes, the '86"list helped because after you"86"someone for two times, then they could come and arrest them for trespassing on the third time. Also, a lot of calls that were made to the Police Department were made by me because it would be so bad that if you call us that lets us know that there is too much traffic in the area, in the bar, or whatever. Also, I would tell them to come in the back of the bar. I would open the back door and let them walk in so they could come -- the bar is facing this way. They could see who was running in and out. They did that several times for me.

ATTY. JAMES PORTER: That list you say that was prepared of persons who were"86'd," does that list still exist?

MRS. LENELL MCDANIEL: Yes, it does.

ATTY. JAMES PORTER: And in whose possession is that list?

MRS. LENELL MCDANIEL: The security guards. It was in mine, but the security guard has it right now.

ATTY. JAMES PORTER: And is that security guard present here today?

MRS. LENELL MCDANIEL: Yes.

ATTY. JAMES PORTER: Okay, ma'am, before I ask you -- I have one final question, I believe. I'm going to show you a diagram and ask if you recognize that.

MRS. LENELL MCDANIEL: Yes.

ATTY. JAMES PORTER: Miss Clerk, may I ask that you just mark this, please, and respondent's, whatever you'd like to call that. Ma'am, now this is respondent's Exhibit A. Do you recognize that?

MRS. LENELL MCDANIEL: Yes, this is the parking lot that includes Henry's Liquor.

ATTY. JAMES PORTER: What are the other things, buildings, adjacent to Henry's Liquor there?

MRS. LENELL MCDANIEL: The laundrymat and a cleaners and Brown Bomber Pool Hall.

ATTY. JAMES PORTER: Have you set out on that exhibit the dimensions of those other buildings?

MRS. LENELL MCDANIEL: Yes.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 3:00 P.M. PUBLIC HEARING - PAGE 4
ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

ATTY. JAMES PORTER: Okay. I have no further questions at this time, Mr. Chairman.

MAYOR PRO-TEM LURIE: Does the board have any questions of Mrs. McDaniel? Thank you.

ATTY. JAMES PORTER: At this time I would like to call Mr. Ennis. E-N-N-I-S. Raise your right hand, sir.

CITY CLERK CAROL ANN HAWLEY: Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

ENNIS REED: I do.

ATTY. JAMES PORTER: What's your name, sir?

ENNIS REED: Ennis Reed.

ATTY. JAMES PORTER: Are you familiar with the premises known as Henry's Liquor?

ENNIS REED: Yes, I am.

ATTY. JAMES PORTER: How are you familiar with that premise?

ENNIS REED: Working security.

ATTY. JAMES PORTER: When did you work security there?

ENNIS REED: Started July of '83 to September and come back February.

ATTY. JAMES PORTER: What year?

ENNIS REED: Eighty-four.

ATTY. JAMES PORTER: And worked up until --

ENNIS REED: Up until it was closed.

ATTY. JAMES PORTER: Okay. Sir, I'm going to take the liberty of tearing out -- this is a note you brought with you. Whose is that?

ENNIS REED: Security. This is the"86"list of some of the dealers. These are known dealers or sellers of concern.

ATTY. JAMES PORTER: In and about the area of the Henry's Liquor?

ENNIS REED: Right. The parking lot.

ATTY. JAMES PORTER: Who compiled this list?

ENNIS REED: I did.

ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

ATTY. JAMES REED: Okay. Let's tear this out. Miss Clerk, I'd ask that you mark this, please. Now, why was this list kept?

ENNIS REED: So there would be a record kept of the guys that was "86" on the parking lot. When they returned, they could be charged with trespassing.

ATTY. JAMES REED: And this was to be in conjunction with the Metropolitan Police Department?

ENNIS REED: Yes, that's right.

ATTY. JAMES PORTER: And this was part of a list that you were keeping to do that?

ENNIS REED: Right.

ATTY. JAMES PORTER: I have no further questions, Mr. Chairman.

MAYOR PRO-TEM LURIE: Does the Board have any further questions of Mr. Reed? Thank you. Mr. Ogilvie, did you have any questions?

CITY ATTORNEY GEORGE OGILVIE: No, I have no questions.

ATTY. JAMES PORTER: I would say in addressing this and also in commenting on my request for a rehearing, one of the things that I raised in that request was, I guess the sanction that was imposed upon Mr. -- the licensee, because of the problems that existed in that area. Clearly, I think, there is a responsibility for the parking lot for each of those business persons who are in that area. I would ask the members have a look, if you will, at Response No. A. It shows three adjacent businesses; that is, Henry's Liquor, and next to that there is a cleaners and laundrymat. Now that cleaners and laundrymat occupies a square foot area that appears to be at least twice as much as that of Henry's Liquor. Then there is a third business which is the Brown Bomber Pool Hall. What we submit to you is that under the ordinance of the City of Las Vegas that each of those businesses has the responsibility for parking places and ultimately for the parking lot. In looking at those ordinances, which are found at Chapter 19.64.010 and the subsequent sections, there is no particular section which describes the number of parking places that should be required by a liquor store or by a cleaners, so that we look at 19.64.260 which reads: "Retail and service place unlisted." There it's indicated that businesses that are not listed should require one space for each 500 square feet of gross floor area. Based upon that, we estimate that Henry's Liquor should have been responsible for 2½ (approx.) parking spaces; whereas, the cleaners and laundrymat should have been responsible for approximately 5 to 7 parking places. Then we referred to one final section of those ordinances, which

ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

ATTY. JAMES PORTER: is 19.64.120, which is called "Bowling alleys and the like." Now, this says that bowling alleys and similar establishments require 4 spaces to each alley or billiard table, and if the Council would permit me, and I apologize for proceeding in this fashion, but Mrs. McDaniel, you've been in to the Brown Bomber Pool Hall and how many pool tables do they have there?

MRS. LENELL MCDANIEL: Three.

ATTY. JAMES PORTER: Now, based upon their having three tables under this section, then they would have the responsibility for 4 parking spaces per table, or a total of 12 parking spaces, so what we find is that the other two businesses have a responsibility for it appears to be 4/5 of that parking lot, and we submit to you an ultimate responsibility for 4/5 of the entire parking lot. Again, not to mention the responsibility on Mrs. McDaniel's part as a licensee, but to suggest that there is a concurrent responsibility by the other businesses over there. Lastly, we have subpoened here a representative from Mr. Cahill's department with records, and I would just submit those, concerning the Brown Bomber Pool Hall. What those records -- and I ask that they be made a part of this proceeding. What they show is that citations were issued on two occasions against the Brown Bomber for, I don't know whether they were called "sale of alcohol" or exactly what they were called, but I think that was the essence of them. They were ultimately dismissed, but your investigator will tell you that upon going to that premise that several cases or containers of different kinds of beer, Budweiser, Coors, several brands, were found there at the Brown Bomber Pool Hall. The citations were dismissed because they could not prove that beer was sold there to anyone, but I submit to you, why would you have several brands of beer on the premise? Now, we don't want to point the finger at the Brown Bomber, but all we say is that from the records we have that we think that perhaps the sanction previously issued against the licensee may have been a bit harsh and we would ask that you reconsider that. So if you will accept the records of Business Licensing as a part of this proceeding, that would conclude my presentation.

MAYOR PRO-TEM LURIE: Thank you. Does the Council have any comments or questions of Mr. Porter? I just have one. You're not asking us to re-license that location?

ATTY. JAMES PORTER: Mr. Chairman, I would ask that you reconsider the sanction previously imposed. I think that what I have said to you shows that if the sanction that was issued was based upon what was happening in that parking lot, and if you now believe, based on what I told you, that the brunt of the

ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

ATTY. JAMES PORTER: responsibility for that parking lot was reposed on someone besides Mr. McDaniel, I submit that to you for your consideration. I think that my client certainly would direct me to ask you to "yes, certainly, it be reinstated" so I'm saying that from -- I guess to answer your question, yes, Mr. Chairman, that's what I'm asking you.

COUNCILMAN LEVY: Sir, I have no -- I'm not going to allow Mr. McDaniel to open up a liquor store there, if that's what you're suggesting here today. My vote will not allow him to reopen.

ATTY. JAMES PORTER: I understand.

COUNCILMAN LEVY: I'm afraid with all your talk here today it still has not convinced me one iota that he's a better operator and a good operator. We haven't had the problems over in that neighborhood since he's been closed.

COUNCILMAN NOLEN: Your Honor.

MAYOR PRO-TEM LURIE: Councilman Nolen, do you have a comment?

COUNCILMAN NOLEN: I wanted to know if the City Attorney had any final comments?

CITY ATTORNEY GEORGE OGILVIE: Yes, I would like just a couple of moments to rebut what Mr. Porter has offered on behalf of the licensee.

MAYOR PRO-TEM LURIE: Go ahead, Mr. Ogilvie.

CITY ATTORNEY GEORGE OGILVIE: He presented witnesses, Mrs. McDaniel and Mr. Ennis, who testified concerning arrangements that Mrs. McDaniel had arranged with the Metropolitan Police Department and Mr. Ennis testified as to keeping the so-called "86 list." I was curious, however, that none of them testified how vigorously they pursued enforcing the system, which apparently they had set up. Mr. Ennis said he kept the list of "86 persons." He did not indicate how vigorously he enforced that list, nor did Mrs. McDaniel indicate how frequently she called the Police Department. Be that as it may, whatever actions they were taking, I think that the testimony that was presented at the last hearing conclusively demonstrates that whatever actions they took were not effective because the problems continued to exist. I think that their testimony can be pretty much discounted in the face of the continued problem which existed from sometime in the past up until the time that the operation was closed down. Additionally, with respect to Mr. McDaniel's responsibility

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 3:00 P.M. PUBLIC HEARING - PAGE 8
ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

CITY ATTORNEY GEORGE OGILVIE: to police the parking lot, Mr. Porter has already alluded to the provision of the City Code which spells out the necessary parking places for retail and service establishments, which is found in Section 19.64.260 of the City Code, and that requires one space for each 500 square feet. According to the lease which Mr. -- the Reverend -- Mr. Bennett entered into with Georgia Delgado on March 12 of 1979 and which was assigned by Mrs. Delgado to Leandrew McDaniel sometime in May of 1969, specifically states that the premises consist of 1,600 square feet. That would require Mr. McDaniel to supply, to my way of thinking, 4 parking places in order to be licensed. Perhaps it could be argued that it only requires 3. I think the intent of the code section is for every 500 square feet, or a portion thereof, and if you read the portion thereof into it, that requires 4 parking places for the number of square feet that Mr. McDaniel has under his control. Additionally, in that lease, specifically in Section 6 on page 3 of the lease, it provides that lessee shall also maintain, repair or replace at her sole expense the air conditioning system at subject premises and lessee shall in addition and at her sole expense regularly clean the entire parking lot located in front of 632, 628, 624, 620 and 616 North "H" Street, Las Vegas, Nevada, and shall keep said parking lot free of all refuse and debris. I would like to offer this lease in evidence as the City's exhibit next in order. With respect to the citations to which Mr. Porter referred, I would like to ask Mr. Kesterson to come forward. Mr. Kesterson, were you the officer that issued the citations in question, is that correct?

KEN KESTERSON: No, I wasn't. Investigator Ingram issued those. I was with him.

MAYOR PRO-TEM LURIE: Should we get them sworn in, George? Carol, would you swear in Mr. Kesterson and Ingram.

CITY CLERK CAROL ANN HAWLEY: Do you solemnly swear to tell the truth, nothing but the truth, so help you God?

KEN KESTERSON: I do.

RICK INGRAM: I do.

CITY ATTTORNEY GEORGE OGILVIE: For the record, Ken Kesterson and Rick Ingram. You were both present when these citations were issued?

RICK INGRAM: Yes.

ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

CITY ATTORNEY GEORGE OGILVIE: Mr. Ingram was the actual citing officer?

RICK INGRAM: Yes.

CITY ATTORNEY GEORGE OGILVIE: At the time the citations were issued, did you observe any sales of beer at the Brown Bomber Pool Hall?

RICK INGRAM: We observed no sale of beer.

CITY ATTORNEY GEORGE OGILVIE: Did you see anybody in the Brown Bomber Pool Hall drinking beer at that time?

RICK INGRAM: No, sir.

CITY ATTORNEY GEORGE OGILVIE: Is it a fair statement to say all you observed was some cases of beer in the back room?

RICK INGRAM: Yes.

CITY ATTORNEY GEORGE OGILVIE: I have no further questions.

MAYOR PRO-TEM LURIE: Does the Board have any questions? Thank you.

COUNCILMAN NOLEN: Your Honor, at this time I would like to make a motion.

MAYOR PRO-TEM LURIE: Councilman Nolen.

COUNCILMAN Nolen: I would like to make the motion that the revocation action by the Council of April 9 be rescinded, that the license be suspended for a period to include 90 days from today's date, with the condition that the license be sold or transferred within the 90-day period of suspension. If it is not sold or transferred within that period of time, the revocation is to be reimposed. Additionally, included in the motion I would like to state that the sale or transfer of the license shall not be to an individual or corporation controlled by the current licensee. In conjunction with that I would like to say that the action is based on the method of operation at this location and it is not a judgement based on the suitability of this individual.

COUNCILMAN LEVY: I want that word "controlled" struck so they won't be involved at all.

MAYOR PRO-TEM LURIE: Do you want to repeat that part of the motion?

COUNCILMAN NOLEN: Do you want "to a corporation owned by the current licensee"?

ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

COUNCILMAN LEVY: What I'm saying is that I don't want them made part of the license.

COUNCILMAN NOLEN: That's basically what we said here: "The sale or transfer shall not be to an individual or corporation controlled by..."

COUNCILMAN LEVY: I just don't want them involved.

COUNCILMAN NOLEN: I think we made that pretty clear.

MAYOR PRO-TEM LURIE: Is the motion clear?

COUNCILMAN CHRISTENSEN: No, what about the location?

MAYOR PRO-TEM LURIE: Mr. Ogilvie, what about the location, if someone was to purchase their license and then apply to have that license moved into that location?

CITY ATTORNEY GEORGE OGILVIE: I think that application would have to stand on its own merits. I think in passing on the suitability of the licensee in determining whether or not you would issue the license, you could impose strict requirements with respect to security and things like that, but I don't think that under the existing liquor control ordinance that you have the authority to rule out any location that is otherwise properly zoned.

COUNCILMAN NOLEN: What you're saying is that that's something we would have control over as each individual person applied for a business license at that particular location.

CITY ATTORNEY GEORGE OGILVIE: That's correct.

COUNCILMAN CHRISTENSEN: But you have no control over the location, so if he sells that liquor license to somebody that reopens that location, that place could be opened again next week under a different ownership.

COUNCILMAN NOLEN: Only by action of this Council.

COUNCILMAN LEVY: You can't judge a guy on his character. All we're going to be judging is the person buying the license and the business, not particularly the location.

COUNCILMAN CHRISTENSEN: That's what bothers me because I think the location is part of it.

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COUNCILMAN NOLEN: I think we can control that through Council action, if necessary.

COUNCILMAN CHRISTENSEN: That's not what he said. He said if they meet all the requirements and the location is properly zoned, there is nothing we can do.

COUNCILMAN LEVY: Unless we determine something here right now. Here comes the President of the Homeowners Assocation.

MAYOR PRO-TEM LURIE: The public hearing is closed. Do you have something to add, Mr. Blevins?

LEON BLEVINS: Pardon me?

MAYOR PRO-TEM LURIE: Is there something you want to add to previous comments made before the Board?

LEON BLEVINS: I am kind of confused about this situation as far as the -- I mean, we came here to, first of all, to, in disagreement of the liquor establishment being there in the first place.

COUNCILMAN LEVY: Weren't you unhappy about the operator and the way it was being operated, rather than about the store itself, sir?

LEON BLEVINS: Both.

COUNCILMAN LEVY: How are things now?

LEON BLEVINS: They have been relatively good since that establishment has been closed. What we are saying is that if you are going to allow another establishment to be reopened there, irregardless if it be Mr. McDaniel, or whatever, we feel that the same problem is going to exist and then we're going to be right back in front of you again.

MAYOR PRO-TEM LURIE: We have to address that at the time another applicant would come in for that location. We can't address that location now.

COUNCILMAN LEVY: A stipulation could say you can't have that location. You could certainly say that now, if you want it.

MAYOR PRO-TEM LURIE: That's right,that he can't have that location.

COUNCILMAN LEVY: Or anybody.

MAYOR PRO-TEM LURIE: But somebody could come in later on, a year from now, and apply for a license, or buy a license for that location, whether it be this license or whether it be a license they purchase from someone.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 3:00 P.M. PUBLIC HEARING - PAGE 12
ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

LEON BLEVINS: I don't understand all the logistics, you know, the law as far as -- but, the main objective in bringing that issue before the Councilmen is that we feel that it was a sore eye to the community.

MAYOR PRO-TEM LURIE: Right.

LEON BLEVINS: Now, if you are going to allow someone else to come in to reopen an establishment of that magnitude, then, you know --

COUNCILMAN LEVY: I'm not sure we have any choice in that matter at this time.

COUNCILMAN CHRISTENSEN: Let me ask the attorney a question. I understand that if it's properly zoned and somebody comes in with a license, that we can't prevent them from going into that location. By the same token, if this motion fails, and somebody comes in and buys a license from anywhere, then wants to put it in that location, are we also precluded from stopping them from doing that?

CITY ATTORNEY GEORGE OGILVIE: Yes, I would really think so, so it's really moot.

COUNCILMAN CHRISTENSEN: As far as the location is concerned, it's moot. I'm sorry about that because I would rather be able to keep it out of the location, but what you're telling me is we can't legally keep it out of that location. Anybody that gets the license could open in that location, if it's vacant and available.

LEON BLEVINS: Could the community be addressed as far as if someone is going to apply for a license there to come --

COUNCILMAN LEVY: If somebody comes to apply for a license there, the only thing they're going to be talking about is the qualification if the person is a good person or a bad person, not regarding the location, so you would probably be out of order, sir. See, the property is zoned. There's some criterias that the City has regarding a liquor license. One is that they are not within 1,500 feet of a church, a school, another cocktail lounge. If that is not part of the thing, we really haven't got much --

LEON BLEVINS: It kind of seems like within maybe everything that was addressed as far as Mr. McDaniels, maybe he will just continue to conduct his business there because --

COUNCILMAN LEVY: Mr. McDaniel can't operate there any longer.

LEON BLEVINS: I'm just saying because if someone else comes there, I feel like liquor is liquor, no matter where it's being sold.

EXCERPT - CITY COUNCIL MEETING - JUNE 6, 1984 - 3:00 P.M. PUBLIC HEARING - PAGE 13
ITEM G. Rehearing regarding the revocation of the Liquor License of Henry's Liquor, 632 North "H" Street, Licensee: Leandrew McDaniel, 100%.

COUNCILMAN LEVY: No, that's not true. They can operate in all kinds of manners.

COUNCILMAN CHRISTENSEN: But the point is there's nothing we can do about that lease.

LEON BLEVINS: I understand that, but I'm saying, if they are going to allow someone else to come in and reopen it, then maybe Mr. McDaniel should be given another chance to see if he can rectify it.

COUNCILMAN LEVY: I'm not willing to do that, sir.

LEON BLEVINS: I'm not asking you to do that, but I'm just throwing it out there because --

MAYOR PRO-TEM LURIE: Do you have an alternative?

LEON BLEVINS: Yes, just make it a dry area, period. That would be the ultimate alternative, but I know you've got laws that you have to govern whatever.

MAYOR PRO-TEM LURIE: The motion is pretty clear of what Councilman Nolen is stating, is to reinstate it for 90 days. He has 90 days in which to sell that license and that license can't be put into that location to where it's being sold.

LEON BLEVINS: I have no objection by them selling this license, you know. He should be given that opportunity.

MAYOR PRO-TEM LURIE: Do you understand the motion? Cast your votes on the motion. Post. The motion is APPROVED. The license in reinstated for 90 days.

COUNCILMAN LEVY: But not to be reopened.

END OF EXCERPT

Voting was as follows:
"AYES" Mayor Pro-Tem Lurie, Councilman Levy, Councilman Christensen, Councilman Nolen
"NOES" None
"EXCUSED" Mayor Briare

/lo

IN THE MATTER OF

THE DEPARTMENT OF BUSINESS ACTIVITY ON BEHALF OF THE CITY OF LAS VEGAS, NEVADA,

PETITIONER,

V.

LEANDREW LAMAR McDANIEL dba HENRY'S LIQUOR,

RESPONDENT.

TRANSCRIPT OF HEARING ON APRIL 9, 1984, BEFORE THE LAS VEGAS CITY COUNCIL IN THE COUNCIL CHAMBERS, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA, AT THE HOUR OF 2 P.M.

APPEARANCES:

Mayor Pro-Tem Ron Lurie
Councilman Paul J. Christensen
Councilman Al Levy
Councilman Bob Nolen
Ashley Hall, City Manager
Don J. Saylor, Deputy City Manager
Richard Blue, Executive Assistant to the City Manager
George Ogilvie, City Attorney
Jan Stewart, Chief Deputy Civil Attorney
Carol Ann Hawley, City Clerk
Sandra LeBoeuf, Deputy City Clerk
Jerry Cahill, Director, Department of Business Activity
Captain George Reed, Las Vegas Metropolitan Police Department
Sgt. Steve Tuggle, Las Vegas Metropolitan Police Department
Officer Dick Travers, Las Vegas Metropolitan Police Department
James Tyree, Executive Director, Economic Opportunity Board
Bruce M. Stokes, Executive Vice President, ARGO Corporation
James Leon Blevins, President, Tree Line Homeowners Assn.
Rosalee Fields, property owner, Tree Line Park
Al Brown, Administrator, Las Vegas OIC Special Impact Area
Henry L. Smith, property owner, Tree Line Park
James O. Porter, Attorney for Respondent
Leandrew Lamar McDaniel, Respondent

(NOTE: Mayor William H. Briare was excused from this Hearing.)

Transcript Reporter: Carol Ann Hawley, City Clerk

TRANSCRIPT - CITY COUNCIL MEETING - SHOW CAUSE HEARING - APRIL 9, 1984
HENRY'S LIQUOR - 632 NORTH H STREET, LAS VEGAS, NEVADA

MAYOR PRO-TEM LURIE: We will call the meeting to order and let the record show that the Mayor will be excused from this afternoon's meeting. This is a hearing regarding a complaint to show cause why the liquor license of Leandrew Lamar McDaniel dba Henry's Liquor, 632 North H Street, Las Vegas, Nevada, should not be subject to disciplinary action. This item will be held today at 2 o'clock in the City Commission -- City Council Chambers. This meeting has been noticed and posted as in compliance with the Open Meeting Law. Jan Stewart will present the case on behalf of the City and then we'll hear from the other side. So, Jan, I'll turn the meeting over to you and you make your comments and we'll proceed.

DEPUTY CITY ATTY STEWART: Thank you, Councilman Lurie, I'd just like to call as my first witness Jerry Cahill. Yes, if I could have all the witnesses sworn in. I believe the licensee is here along with his attorney and perhaps, they should note their appearance at this hearing.

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

JERRY CAHILL: I do.

MAYOR PRO-TEM LURIE: Jimmy Porter, do you want to make a comment for the record that you're in attendance representing Mr. McDaniel?

JAMES PORTER, ATTY: Yes. James Porter, appearing on behalf of the licensee who is also present.

MAYOR PRO-TEM LURIE: Thank you.

JAMES PORTER, ATTY: Let me ask, Mr. Chairman, in terms of how you proceed here. I understand Mr. Stewart will be given an opportunity to present his witnesses. Will I be given an opportunity to cross-examine them?

MAYOR PRO-TEM LURIE: Yes.

JAMES PORTER, ATTY: Okay, fine.

MAYOR PRO-TEM LURIE: When Mr. Stewart's finished, then Mr. Porter will have an opportunity to cross-examine.

JAMES PORTER, ATTY: Okay. Would you just as soon for us to remain in the audience or should we come up to the area here?

MAYOR PRO-TEM LURIE: You can stay up there or you can come over here and sit or whatever you like. Jan, do you want to proceed.

DEPUTY CITY ATTY STEWART: Mr. Cahill, if you'll give your name and your position with the City.

JERRY CAHILL: Jerry Cahill, Director of the Department of Business Activity, City of Las Vegas.

DEPUTY CITY ATTY STEWART: Has your department received an application for a liquor license of Henry's Liquor and has one been granted?

JERRY CAHILL: Yes, we have. It was granted, approved by the Council 7/5 of '79.

DEPUTY CITY ATTY STEWART: Okay and what kind of a license is it?

JERRY CAHILL: This is a general on/off sale license.

DEPUTY CITY ATTY STEWART: And the address?

JERRY CAHILL: 632 North H.

DEPUTY CITY ATTY STEWART: It's in Las Vegas?

JERRY CAHILL: Yes, sir.

DEPUTY CITY ATTY STEWART: I show you where it's been marked as Exhibit B and ask you if you can identify that?

JERRY CAHILL: This is the application for Henry's Liquor.

DEPUTY CITY ATTY STEWART: Pursuant to this application then, the license was granted?

JERRY CAHILL: Yes, sir.

DEPUTY CITY ATTY STEWART: Mr. Porter, I'd like to have this received in evidence.

JAMES PORTER, ATTY: I have no objections.

DEPUTY CITY ATTY STEWART: Mr. Cahill, I also show you what has been marked as Exhibit A. Can you identify that?

JERRY CAHILL: Yes, this is Henry's Liquor.

DEPUTY CITY ATTY STEWART: That's a photograph of Henry's Liquor?

JERRY CAHILL: That's correct.

DEPUTY CITY ATTY STEWART: I'd ask that that be received in evidence.

JAMES PORTER, ATTY: No objections.

MAYOR PRO-TEM LURIE: Okay. Are you marking those exhibits, A, B, or 1, 2 or however you mark them, put them in the record?

CITY CLERK CAROL HAWLEY: Yes.

DEPUTY CITY ATTY STEWART: I have no other questions of Mr. Cahill.

MAYOR PRO-TEM LURIE: Mr. Porter, do you have any questions for Mr. Cahill?

JAMES PORTER, ATTY: I have no questions.

MAYOR PRO-TEM LURIE: Okay.

DEPUTY CITY ATTY STEWART: Mr. Reed, George Reed.

MAYOR PRO-TEM LURIE: Mr. Reed.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

CAPTAIN GEORGE REED: I do.

DEPUTY CITY ATTY STEWART: Mr. Reed, do you want to state your name and your position at Metro?

CAPTAIN GEORGE REED: My name is George H. Reed, R-E-E-D. I'm a Captain with Metro. I'm the west area commander. I also have laryngitis.

DEPUTY CITY ATTY STEWART: Is that the area in which -- first of all, are you familiar with Henry's Liquor?

CAPTAIN GEORGE REED: Yes, I am.

DEPUTY CITY ATTY STEWART: Is that included in your area of supervision?

CAPTAIN GEORGE REED: Yes, it is.

DEPUTY CITY ATTY STEWART: Do you have -- let me show you what has been marked as Exhibit C and ask you if you can identify that exhibit?

CAPTAIN GEORGE REED: These are affidavits and declarations of arrests made by my officers in pursuant to their duties.

DEPUTY CITY ATTY STEWART: And what period of time?

CAPTAIN REED: I'd have to go through the dates on these specifically, but it's September, October, November, December and January of this last year.

DEPUTY CITY ATTY STEWART: So that's 1983 -- and January 1984?

CAPTAIN REED: Yes, and part of 1984.

DEPUTY CITY ATTY STEWART: Okay. Are these complete arrest records of what's gone on at this location, or are they a sample?

CAPTAIN REED: They're merely a sampling of the arrest records.

DEPUTY CITY ATTY STEWART: Then, are these arrests pursuant to people under your jurisdiction?

CAPTAIN REED: Yes, they are and, in fact, many of them were made by my direct assignment so that they would target this area which had become a problem to the community.

DEPUTY CITY ATTY STEWART: They were all made at or near the premises of Henry's Liquor, is that correct?

CAPTAIN REED: That is correct.

DEPUTY CITY ATTY STEWART: Now, how are these reports made out?

CAPTAIN REED: When the officer makes his arrest, then he fills out this affidavit and it goes into court.

DEPUTY CITY ATTY STEWART: Okay. Does the officer actually complete these reports that you have here?

CAPTAIN REED: Yes, he does.

DEPUTY CITY ATTY STEWART: And when does he do it?

CAPTAIN REED: Immediately upon completion of the shift or the arrest. Sometimes they're tied up and the affidavit is not totally completed until the end of shift.

DEPUTY CITY ATTY STEWART: Okay. So it's done essentially within ten hours of the arrest?

CAPTAIN REED: Within several hours generally of the arrest, yes.

DEPUTY CITY ATTY STEWART: And then what happens to the report?

CAPTAIN REED: Then they're circulated down to records and to the court.

DEPUTY CITY ATTY STEWART: And they're kept in records?

CAPTAIN REED: That is correct, yes.

DEPUTY CITY ATTY STEWART: Is this the regular procedure in making these reports by your department?

CAPTAIN REED: Yes, it is.

DEPUTY CITY ATTY STEWART: These arrests reports, as far as you know, represent an accurate reproduction of the original?

CAPTAIN REED: Yes, they do.

DEPUTY CITY ATTY STEWART: And they're made by your record department?

CAPTAIN REED: They're made by the Records Bureau, yes.

DEPUTY CITY ATTY STEWART: I'd ask that these be received in evidence.

JAMES PORTER: I have no objections.

MAYOR PRO-TEM LURIE: Do you have further questions of Captain Reed?

DEPUTY CITY ATTY STEWART: Yes, I do. I have another exhibit I want him to look at.

MAYOR PRO-TEM LURIE: Okay.

DEPUTY CITY ATTY STEWART: Mr. Reed, I'll show you what's been marked as Exhibit D and ask you if you can identify that exhibit?

CAPTAIN REED: These are computer printouts of the incident reports that were handled by officers in the area of Henry's Liquor starting with September through the first part of this year.

DEPUTY CITY ATTY STEWART: Now, how is that record made?

CAPTAIN REED: This is done by our computer section. When an officer signals out on the air, the communication specialist types this into the computer and thereafter we can go back for an event record and actually pull up anything that has occurred at a specific location, and that is what these are records of for the months.

DEPUTY CITY ATTY STEWART: When you say, "event record," can you explain to the Council what that means?

CAPTAIN REED: Everytime an officer checks off the air or receives a call, a separate event as to his activities is made so that even if it is a self-initiated activity, he is logged with a permanent record as to where he was and what function he was performing at that time.

DEPUTY CITY ATTY STEWART: Now, this Exhibit D, was that copies of records that you requested from your computer section?

CAPTAIN REED: That is correct, sir.

DEPUTY CITY ATTY STEWART: And they show events that occurred at Henry's Liquor?

CAPTAIN REED: They do.

DEPUTY CITY ATTY STEWART: During what months?

CAPTAIN REED: This one is for the month of August, but it goes right on through.

DEPUTY CITY ATTY STEWART: Would you just given to the Council the number of events for each of the months that you're referring to.

CAPTAIN REED: In the month of August -- these are not in sequence. One moment, let me reorganize these. In August of '83, there were 92 events. In September of '83, there were 126 events. In November, there was 102 events. In December, 132 separate events. In January, there was 156 separate events. That's the coverage.

MAYOR PRO-TEM LURIE: You don't have October?

CAPTAIN REED: October, apparently, we did not put in here. For February, 267 events.

DEPUTY CITY ATTY STEWART: Okay. I'm going to ask that this be received into evidence.

COUNCILMAN LEVY: Do we get to ask questions or --

DEPUTY CITY ATTY STEWART: After I get done.

MAYOR PRO-TEM LURIE: I would wait til after Mr. Stewart gets completed and then ask questions of Mr. Reed.

DEPUTY CITY ATTY STEWART: Mr. Reed, is that an unusually large number of events for one business?

CAPTAIN REED: Yes, it is. It's the highest that we have anywhere.

DEPUTY CITY ATTY STEWART: Now, in terms of assigning your men in this particular area, can you give accounts or an idea as to amount of activity or amount of personnel you have to assign to this particular spot?

CAPTAIN REED: Normally on swing shift, we assign what we call two two-man David cars and sometimes a third to handle routine calls. However, due to the increase in narcotic activity and other related problems in this area, we have had to actually dedicate almost half the shift, personnelwise, an entire squad, to that specific location to reduce the narcotic activities and other related problems.

DEPUTY CITY ATTY STEWART: That's all the questions I have.

MAYOR PRO-TEM LURIE: Councilman Levy.

COUNCILMAN LEVY: I'd like to ask, why didn't we hear from you, Mr. Reed, as an officer or from your department, rather than we have to wait for the neighbors?

CAPTAIN REED: Well, we were handling this as a police problem. It started in July to increase and as time went on, we assigned more and more personnel to handle the problem. It was a fact that the department was well aware of the problems specifically, and I think we had meeetings with Councilman Nolen prior to this time that you saw fit to have a show cause hearing for Henry's Liquor. We were working with Mr. Nolen on the problem.

COUNCILMAN LEVY: Is there any other locations that we're having this type of problem at this time, Mr. Reed?

CAPTAIN REED: Not of this magnitude, no.

COUNCILMAN LEVY: Well, this magnitude -- what about 75% or 50% of this type of magnitude? I don't think we need to --

CAPTAIN REED: Bruce's Liquor was a major problem until it was closed down.

MAYOR PRO-TEM LURIE: Any further questions?

COUNCILMAN LEVY: I think we're getting off the subject.

MAYOR PRO-TEM LURIE: Okay. Mr. Porter, do you have any questions of Captain Reed or, Mr. Stewart, are you finished with Captain Reed? Mr. Porter, do you have any questions of Captain Reed?

JAMES PORTER, ATTY: Yes, yes, I do, Mr. Chairman. Captain Reed, you made mention of the events which are depicted by Exhibit D. Now what are the nature of those events?

CAPTAIN REED: They're varied. Everything from handling a fight call, a robbery call, a drunk causing a disturbance, narcotic activity, officers checking out, checking a suspicious subject.

JAMES PORTER, ATTY: So, it's different kinds of things. They aren't all, for instance, narcotics trafficking?

CAPTAIN REED: No, they're not.

JAMES PORTER, ATTY: Now, I noticed as to Exhibit C, in response to Council's questions, you indicated that these are incidences that happened at or near the premises of Henry's Liquor, is that correct?

CAPTAIN REED: That is correct.

JAMES PORTER, ATTY: So, is it fair to say that none of these happened inside of the premises?

CAPTAIN REED: No, it's not.

JAMES PORTER, ATTY: Okay. It is not fair to say that?

CAPTAIN REED: It is not.

JAMES PORTER, ATTY: Is it fair to say --

CAPTAIN REED: Some of them have occurred inside of Henry's.

JAMES PORTER, ATTY: Can you -- can you tell us then as to Exhibit C, the affidavits that you submitted, what portion of those happened inside Henry's Liquors?

CAPTAIN REED: A small portion. Most of them related to the parking area in the adjacent vicinity due to the traffic that the liquor store operation of business gathers.

JAMES PORTER, ATTY: Okay. You say the liquor store, sir. Are there any other businesses there in that location?

CAPTAIN REED: There is a shoe-shine parlor.

JAMES PORTER, ATTY: Are there any others?

CAPTAIN REED: Not of any size that draws any people, no.

JAMES PORTER, ATTY: And how long have you been assigned to this area of the City, sir?

CAPTAIN REED: For the last four or five years.

JAMES PORTER, ATTY: Are you aware of the pool hall, called the Brown Bomber Pool Hall?

CAPTAIN REED: That's what I'm referring to by the shoe-shine pool hall operation.

JAMES PORTER, ATTY: Oh, I didn't hear you say -- I'm sorry.

CAPTAIN REED: Pool Hall. Specifically, it is the Brown Bomber. It's a shoe-shine and pool hall, yes.

JAMES PORTER, ATTY: Are you aware that there is substantial traffic that is the result of that particular location?

CAPTAIN REED: Yes, I am.

JAMES PORTER, ATTY: Now, in response to one of the questions posed by a member of the City Council asking whether there was any other areas that had similar problems and your indication was no, except -- you made an exception of Bruce's Liquors which you say was closed down. Would you say that Bruce's Liquors was of similar magnitude -- the problem that was there?

CAPTAIN REED: Not to the same magnitude. No, not as much.

JAMES PORTER, ATTY: Not as much, okay. Would it be fair to say though that once the persons who had frequented or who were causing the problems at Bruce's Liquor once Bruce's Liquors closed down, then moved down to the area of Henry's Liquors?

CAPTAIN REED: Very possible.

JAMES PORTER, ATTY: When you say "very possibly," would not that be your opinion that in fact they did move from Bruce's Liquors down to Henry's Liquors?

CAPTAIN REED: I can't tell you what an individual is going to do, but many of the same police people frequent the same places. If that's what you're alluding to, the answer is yes.

JAMES PORTER, ATTY: Well, no, I'm -- I want to be more specific than that and I don't want to waste anyone's time, but in December of this past year, you sent a memorandum and I'm going to show it to you to give you a chance to refresh your recollection to your commander that is Sheriff John Moran when you in fact -- and I will read from that letter. You said, "The first major accomplishment in the reduction of narcotics problems was the closure of Bruce's Liquor. Much of the traffic that frequented that area then moved to the location around Henry's Bar." Now, do you recall that memorandum, sir?

CAPTAIN REED: I wrote it, yes, sir.

JAMES PORTER, ATTY: Okay. So that you were of the opinion back in December that it was more than conjecture because this was something that you sent inter -- inter-departmental to the head of your department when you told them in fact that traffic had moved from Bruce's down to Henry's?

CAPTAIN REED: Yes, but what we're talking about is people and by people my answer to your question before was yes. What would you like me to say?

JAMES PORTER, ATTY: Just the truth, that's all. Are we talking about the same thing? I mean so that we're clear, the point is that some of the people who deal in this kind of thing and who were there present at Bruce's came down to the area around Henry's when Bruce's closed down?

CAPTAIN REED: That is true.

JAMES PORTER, ATTY: Okay. That's -- that's all I wanted. So now, we're talking about the same thing and I'm satisfied with your answer.

MAYOR PRO-TEM LURIE: Do you have any other questions, Mr. Porter?

JAMES PORTER, ATTY: Very briefly, Mr. Chairman. Do you recall Mr. McDaniel contacting you over the past year or so about this problem?

CAPTAIN REED: One time, yes.

JAMES PORTER, ATTY: And at that time, he did express to you his concern about the things that were happening in that area?

CAPTAIN REED: He felt that the problem outside his business was not his problem.

JAMES PORTER, ATTY: But did he come to you in your official capacity and ask for your assistance in helping him to --

CAPTAIN REED: I contacted him.

JAMES PORTER, ATTY: -- rectify it? But he did come in and talk with you about it?

CAPTAIN REED: No, he did not.

JAMES PORTER, ATTY: Where did he talk with you about it concerning?

CAPTAIN REED: We talked on the phone. He did not come in.

JAMES PORTER, ATTY: Do you know a Officer Hubbs -- and he may have a higher rank and I apologize --

CAPTAIN REED: Commander Hubbs

JAMES PORTER, ATTY. Commander Hubbs.

CAPTAIN REED: Yes.

JAMES PORTER, ATTY. Okay. Are you --

CAPTAIN REED: I do not work for him. He works in Intelligence. He's in charge of that section and I understood from your previous statement the other day that a conversation was held with Commander Hubbs, but I'm not privileged to that information.

JAMES PORTER, ATTY: Okay, that's all we want to know. We certainly wouldn't want you to testify to anything that you don't know about. Let me ask you, Captain Reed, now I know that you're the Commander of that area -- of that sub-station there, but do you, yourself, and I'm asking this. I don't know. Do you have occasion to get out into that community and to drive around to the various locations?

CAPTAIN REED: Yes, I do.

JAMES PORTER, ATTY: Okay. Are you aware of the area there at Owens and "D" where the Club People's Choice is?

CAPTAIN REED: Yes, I do.

JAMES PORTER, ATTY: And are you aware of the traffic -- and by traffic I'm using that loosely -- are you aware of the people who congregate there in front of that location?

CAPTAIN REED: Some of these same people congregate at Henry's and formerly -- or formerly at Henry's and also at --

JAMES PORTER, ATTY: Sir, I appreciate your answer, I really do. Now, let me ask you this, are you aware of the area in front of the Town Tavern? This is on Jackson and I can't tell you the exact cross street, but you know the area as well as I do.

CAPTAIN REED: "F" and Jackson.

JAMES PORTER, ATTY: Are you aware of the people that congregate, you know, in and around and about those businesses down there?

CAPTAIN REED: Yes, I am.

JAMES PORTER, ATTY: Okay. I have nothing further, Mr. Chairman.

COUNCILMAN LEVY: I do.

COUNCILMAN LURIE: Let me --

COUNCILMAN LEVY: Let me just ask a quick question right on that subject. What is the arrest record of -- what do you call them, incidents?

CAPTAIN REED: The events.

COUNCILMAN LEVY: The events at either those two last places that he mentioned?

CAPTAIN REED: They're below 50. There's no comparison in the numbers. We're talking in two to three times the amount of traffic at Henry's compared to these other locations and it wasn't until July that this volume of traffic increased so dramatically.

COUNCILMAN LEVY: When you say traffic, are you talking about traffic people or are you talking about problems?

CAPTAIN REED: Problems.

COUNCILMAN CHRISTENSEN: He's talking about police traffic.

COUNCILMAN LEVY: Yes, police traffic, okay -- because he was mentioning traffic and everybody's -- okay, so in other words, these other two locations that Mr. Porter has indicated has not been the problem conservatively speaking as we're having here?

CAPTAIN REED: Not at this time, no, sir.

COUNCILMAN LEVY: Thank you.

COUNCILMAN NOLEN: I have a question.

MAYOR PRO-TEM LURIE: Councilman Nolen.

COUNCILMAN NOLEN: In regards to the People's Choice, are you aware that they have their own security personnel out in the parking lot there?

CAPTAIN REED: Yes, I am.

COUNCILMAN NOLEN: They do or they do not?

CAPTAIN REED: They do.

COUNCILMAN NOLEN: Do you have any idea how long they've had that?

CAPTAIN REED: I'm not familiar with the time that they've had them, no.

COUNCILMAN NOLEN: Has it been more than six months or something just recent or --

CAPTAIN REED: I honestly can't answer that question.

COUNCILMAN NOLEN: How about Town Tavern? Do they have security people also?

CAPTAIN REED: They always have as long as I've been over there.

COUNCILMAN NOLEN: In regards to the frequency of incidents, you just said that People's Choice and the Town Tavern or and/or the Town Tavern would be in the neighborhood of less than 50 per month?

CAPTAIN REED: Yes, it would.

COUNCILMAN NOLEN: Alright. In other words, what you previously gave us would average out to approximately 145 per month, so we're talking substantially less than what is happening at the other place?

CAPTAIN REED: Yes, sir, that is correct.

COUNCILMAN NOLEN: Has there been any change -- any change at all in the last -- well, since we decided to have this Show Cause Hearing in the operation or this frequency of the problems or the -- to say like is the efforts on the part of management to curtail some of the problems at Henry's Liquor?

CAPTAIN REED: There's probably been at least a 50% reduction in problems over there since their security has been working with us and the traffic, the type of traffic, the narcotics traffic, is significantly reduced. It's certainly not eliminated, but it is a lot better than it was before.

COUNCILMAN NOLEN: Alright, thank you.

COUNCILMAN LEVY: Since when?

CAPTAIN REED: In the last month, five weeks possibly.

COUNCILMAN LEVY: When we threatened to have his license revoked?

CAPTAIN REED: That's correct, yes, sir.

COUNCILMAN LEVY: I want to hear from the neighbors.

COUNCILMAN NOLEN: I have a couple of more questions. Just want some clarifications on things that we're asking. In regards to Bruce's Liquor and as you stated previously, some of the same people might be hanging out in the areas of People's Choice and Town Tavern. Would it be fair to say that these people move around between those

COUNCILMAN NOLEN: locations or do they pick one location and just stay there all the time? In other words, would we have -- if Bruce's -- if we still had the problem at Bruce's, would we see some of the same people at Bruce's some of the time and then see them over at Henry's Liquors some of the time?

CAPTAIN REED: They move around, yes, sir.

COUNCILMAN NOLEN: Alright, thank you. Do you have anything that you can attribute the decrease in the problem at Henry's Liquor to?

CAPTAIN REED: Well, first off, we've dedicated a tremendous amount of our manpower. When we have spare personnel, we try to work a directed patrol activity, both in plain clothes and in uniform, in that area. We can't go on indefinitely operating with the staff we have to curtail the problem, but that plus the fact that he has hired security now and they are working with us and, in fact, they have made several arrests themseleves without any assistance from Metro and the mere fact that this is no longer being condoned is of a big help to us.

COUNCILMAN NOLEN: So it's your opinion that security -- having a security guard on the premises is a definite help?

CAPTAIN REED: I don't see how a business operation of this type could be conducted without having some form of security, yes.

COUNCILMAN NOLEN: Thank you, sir. I don't have any further questions.

COUNCILMAN LURIE: Well, Captain, you said that's only been in what the last five weeks?

CAPTAIN REED: That's correct.

MAYOR PRO-TEM LURIE: Okay. Any other questions, Jan, Council? Thank you, Captain.

DEPUTY CITY ATTY STEWART: Officer Steve Tuggle.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

SERGEANT TUGGLE: I do.

MAYOR PRO-TEM LURIE: Could I get your name again, officer.

SERGEANT TUGGLE: Sergeant Steve Tuggle, T-U-G-G-L-E.

MAYOR PRO-TEM LURIE: Thank you.

DEPUTY CITY ATTY STEWART: Okay. Are you employed out of the West Substation?

SERGEANT TUGGLE: Yes, I am. I'm Patrol Supervisor of swing shift, West Substation.

DEPUTY CITY ATTY STEWART: In that responsibility, do you have contact or responsibility with the area around and at Henry's and around there?

SERGEANT TUGGLE: Yes, my squad's assignment is what's called the David District which is the west side and also the northwest section of town north of the Expressway.

DEPUTY CITY ATTY STEWART: You're a patrolman? You're at least in --

SERGEANT TUGGLE: Yes, I'm a sergeant. I have nine officers assigned to me in my squad.

DEPUTY CITY ATTY STEWART: And that's officers that's are out patrolling?

SERGEANT TUGGLE: They are patrolling, that's correct.

DEPUTY CITY ATTY STEWART: In October of last year, did your group conduct a surveillance of this particular business?

SERGEANT TUGGLE: Yes,we did at Henry's, H and Wilson.

DEPUTY CITY ATTY STEWART: I show you what's been marked as Exhibit E and ask you if you can identify that?

SERGEANT TUGGLE: Yes, this is an inter-office memorandum that was written by myself to my lieutenant on my shift requesting and proposing directed patrol activity to seek approval.

DEPUTY CITY ATTY STEWART: Was this report made immediately after the event that's described in it?

SERGEANT TUGGLE: Within days I analyzed information I had received and based on that information, immediately drew up a proposal for directed patrol activity.

DEPUTY CITY ATTY STEWART: So Exhibit E constitutes a proposal for a surveillance?

SERGEANT TUGGLE: That is correct.

DEPUTY CITY ATTY STEWART: And what else?

SERGEANT TUGGLE: A surveillance. It also includes the results of that surveillance which was made the following day after I conducted it.

DEPUTY CITY ATTY STEWART: Which was all made by you?

SERGEANT TUGGLE: By myself.

DEPUTY CITY ATTY STEWART: And your regular activity is an officer of the Metropolitan Police Department?

SERGEANT TUGGLE: That's correct.

DEPUTY CITY ATTY STEWART: I'd ask that this be received in evidence.

JAMES PORTER, ATTY: Carol -- excuse me, Mr. Chairman -- do you have an extra copy of that? I don't know that I've seen that document.

DEPUTY CITY ATTY STEWART: That's the only one I have, but I'm sure I --

JAMES PORTER, ATTY: That was not in the matters that you had in your office that I went over? Was this in the matter? This wasn't in those documents? Just a slight indulgence, Mr. Chairman, please. Jan, the ones I have only go up to ten. That's as far as they go is ten. Okay, I would just submit, Mr. Chairman, I've not seen this document. May I look at it?

MAYOR PRO-TEM LURIE: Okay. We'll note that for the record and we'll enter it as Exhibit E.

DEPUTY CITY ATTY STEWART: Officer, would you desribe to us how that surveillance was conducted and what occurred.

SERGEANT TUGGLE: The surveillance consisted of using a surveillance van, an undercover serveillance van, along with marked black and white patrol cars for chase vehicles. The van was positioned in a strategic location to allow us to view the front and north sides. It'd be the west and the north sides of Henry's Liquors on H and Wilson to be able to view the entire parking lot and the side of the building. During the course of the surveillance, an officer manned the surveillance van and noted all activity in and around Henry's Liquors and based on that activity, then directed field black and whites to stop vehicles entering and exiting the area.

DEPUTY CITY ATTY STEWART: What kind of activity was observed at Henry's?

SERGEANT TUGGLE: Okay. Throughout the surveillance, the surveillance officer would note vehicles containing numerous subjects, anywhere from one to a full carload of people, to pull up on either H or Wilson and stop in the middle of the street. Then one or more individuals who had been generally on the walls north or west side of Henry's Liquors would immediately respond into the street to generally the passenger side of that vehicle. A short conversation would appear to ensue, taking approximately 15 to 30 seconds, and in most cases the officer could view a hand of the individual standing talking at the car door to go into the vehicle and then exit the vehicle in the same manner similar to an exchange of money for narcotics and that type of activity.

DEPUTY CITY ATTY STEWART: Okay, were these people approaching the vehicles -- were they located in the parking lot or adjacent to the building or inside Henry's Liquors? Where were they?

SERGEANT TUGGLE: Predominately -- predominantly they were generally adjacent to the building or in the parking lot, but most of them would be congregated along the wall of Henry's Liquors.

DEPUTY CITY ATTY STEWART: And what kind of -- what kind of transaction was going on with the people in the vehicles?

SERGEANT TUGGLE: Well, based on what the surveillance officer would see, which would appear to him to be that activity associated with narcotics sales and that type of activity, the chase car would stop the vehicle as soon as it exited. Again, I would reiterate that this would usually transpire within about 30 seconds, no more than a minute at the most. Upon stopping the car usually within two to four blocks of that location, the officers would consistently find and recover sherm cigarettes, a PCP narcotic.

DEPUTY CITY ATTY STEWART: Now, did you notice -- did you have an opportunity, outside of this surveillance, to be in this area on frequent occasions?

SERGEANT TUGGLE: Yes, I was in the general area throughout the operation.

DEPUTY CITY ATTY STEWART: Okay, what about on a daily basis, in October, November and December of last year?

SERGEANT TUGGLE: Since my transfer back to the West Substation in September of last year, I spend a large amount of my time as a supervisor in that general area and I pass in front of or around Henry's Liquors constantly. While I do, it's -- at any time throughout my tour of duty, I can turn the corner and there'll be anywhere from three to six or more people congregated either in the parking lot or up against the wall at Henry's Liquors.

DEPUTY CITY ATTY STEWART: In this period of time, do you notice debris around the business of Henry's Liquors?

SERGEANT TUGGLE: Generally when driving, it's a constant hazard to avoid glass to insure that you're not going to receive a flat tire on your car.

DEPUTY CITY ATTY STEWART: In the street?

SERGEANT TUGGLE: In the street and/or the parking lot.

DEPUTY CITY ATTY STEWART: Did you observe intoxicated people around the premises?

SERGEANT TUGGLE: Yes, intoxicated people, you can run into at any time either coming from or going to the liquor store.

DEPUTY CITY ATTY STEWART: Now, do you also notice people outside drinking liquor?

SERGEANT TUGGLE: Yes. On any given occasion, you can have people either with a sack around a bottle or just a visible liquor bottle standing, congregating, drinking in the parking lot.

DEPUTY CITY ATTY STEWART: Okay. In your surveillance, did you notice where this liquor -- where it come from?

SERGEANT TUGGLE: Well, I cannot personally answer that. It would have to be the surveillance officer that would do that. He would have to give you firsthand knowledge there. It's unknown to me whether that activity occurred during that operation.

DEPUTY CITY ATTY STEWART: Now, would these people stand around in the parking lot, along side the street, drinking beer or other liquor?

SERGEANT TUGGLE: During the operation, I can't say firsthand because again I was in a marked patrol car. I was out of the area. In general, on routine patrol, yes, that does occur.

DEPUTY CITY ATTY STEWART: I have no other questions.

MAYOR PRO-TEM LURIE: Thank you. Mr. Porter, do you have a question of Sergeant Tuggle?

JAMES PORTER, ATTY: Yes, Mr. Chairman. Sergeant Tuggle, you said that you were in a marked patrol car?

SERGEANT TUGGLE: During the surveillance operations that particular night, yes.

JAMES PORTER, ATTY: Okay. That's just the usual black and white, is it?

SERGEANT TUGGLE: That's correct. Black and white police car.

JAMES PORTER, ATTY: Let me ask you. Isn't it a fact that when you would pull up to that location on several occasions that the persons there would disperse?

SERGEANT TUGGLE: Anytime a black and white police car pulls visibly into the area, people immediately disperse around back --

JAMES PORTER, ATTY: Have you ever witnessed that unique phenomenon that no sooner than you're around the corner that they're all back again?

SERGEANT TUGGLE: Have I personally?

JAMES PORTER, ATTY: Yes, or have you been informed of that?

SERGEANT TUGGLE: I've been informed and I've also seen it personally myself upon returning there.

JAMES PORTER, ATTY: That is that when you pull up -- and here you're an officer of the Police Department -- you pull up everybody runs, and you're gone and five minutes later, they're all right back there.

SERGEANT TUGGLE: If you're referring to Henry's Liquors, that's correct, sir.

JAMES PORTER, ATTY: No, -- well, I'm referring to that particular location.

SERGEANT TUGGLE: That location?

JAMES PORTER: Yes.

SERGEANT TUGGLE: That can transpire. That's correct.

JAMES PORTER, ATTY: Okay. You say, "Henry's Liquor." Do you know of your own personal knowledge whether the persons who are congregating there would be there to be or to associate with Henry's Liquor as opposed to the Brown Bomber Pool Hall?

SERGEANT TUGGLE: In general, no. It's their congregating that's generally in front of Henry's Liquors as opposed to the other business on the corner because of the foot traffic that transpires from the parking lot area to either "H" or Wilson Street which is on the edge of Henry's Liquors.

JAMES PORTER, ATTY: Let me ask you, and then I'll have not many more questions, but in your activities over there as a police officer, have you had personal contact with persons who've been under the influence of PCP?

SERGEANT TUGGLE: Yes, sir, I have.

JAMES PORTER, ATTY: Would it be a fair statement to say that their conduct is at best bizarre?

SERGEANT TUGGLE: Violent also.

JAMES PORTER, ATTY: Yes. Very hard to control, to reason with?

SERGEANT TUGGLE: Yes, sir, very hard to reason with.

JAMES PORTER, ATTY: I have nothing further.

MAYOR PRO-TEM LURIE: Thank you. Does the Council have any questions of Sergeant Tuggle?

COUNCILMAN NOLEN: I have a couple here.

MAYOR PRO-TEM LURIE: Councilman Nolen.

COUNCILMAN NOLEN: Do you have an opinion as to where this glass you say is always on the street and the parking lot comes from?

SERGEANT TUGGLE: The glass originates from beer bottles, sir.

COUNCIMAN NOLEN: Being thrown and broken?

SERGEANT TUGGLE: Well, thrown or dropped. If you're asking about thrown, I can elaborate. There are occasions when they will be thrown at police cars.

COUNCILMAN NOLEN: Thank you. How about the pool hall, the Brown Bomber Pool Hall? Do you see an equal number of people hanging around down at that end of the building in front of that place as you do in front of Henry's Liquor?

SERGEANT TUGGLE: Well, to be fair, you get an awful lot of transient activity on that corner. It's difficult to say that there's as much or more or less in front of the Bomber as there is in front of Henry's Liquor, but generally our narcotics activity and arrests result from activity coming directly around the building of Henry's Liquors.

COUNCILMAN NOLEN: To your knowledge, do the people that are giving you the problem with regards to the narcotic activity, do they go in and out of Henry's Liquor or are they just always outside?

SERGEANT TUGGLE: Generally, they're outside. There are some individuals my officers run into on a regular basis that do utilize the interior of Henry's Liquors to elude our officers.

COUNCILMAN NOLEN: So when you pull up, they run inside there?

SERGEANT TUGGLE: Yes, we have a couple of individuals that that's standard. We automatically send an officer to the rear to ensure that he can't get out the back door and he'll elude inside and almost 100% of the time, the officers inform me on a particular individual, he'll always find the narcotic in the same place within inside -- inside the liquors.

COUNCILMAN NOLEN: So then you're just locked into confiscating narcotics without an arrest.

SERGEANT TUGGLE: That's correct. It's a bare pool table when the officer arrives inside the building after exiting his car. This particular individual always drops his sherm sticks inside a pool pocket.

COUNCILMAN NOLEN: In regards to the intoxicated people that you've testified to that have been seen hanging around the place, are these people being served after they're intoxicated inside the place, to your knowledge?

SERGEANT TUGGLE: That I can't personally answer.

COUNCILMAN NOLEN: Alright. Would you say that any of the employees of Henry's Liquor are cooperating with any of these people that are attempting to elude you?

SERGEANT TUGGLE: As a supervisor, I can't answer directly. It's my officers that are directly involved with either a chase or responding to a call and having immediate contact with them, being the employees inside. Generally, inside we don't have too much trouble other than -- my experience in September has been if we're called to Henry's, it's either to help them with a fight they have, remove a very rowdy drunk as most bars will tend to do when calling the police or it's to simply respond to the security officer having taken an individual into custody with narcotics.

COUNCILMAN NOLEN: Would you say that your officers, or to your knowledge, do your officers receive good cooperation from the employees of Henry's Liquor?

SERGEANT TUGGLE: There's never been a lack of cooperation. Although I would expound and say that generally my officers have no contact with the employees, with the exception of the security guard himself. We -- very rarely do my officers on weekends have to go into the bar itself. The problem is in the exterior in the parking lot.

COUNCILMAN NOLEN: Thank you, sir.

MAYOR PRO-TEM LURIE: I have a questions, Sergeant. On your report -- it was dated 10/30 -- have you noticed this problem taking place previously before your memo and asking for some assistance in cleaning up the problem because I note in the memo here you talk about the blatant criminal activity in the parking lot. So you must have known that these activities were taking place for quite a number of months before this memo was written?

SERGEANT TUGGLE: As I indicated earlier, I had transferred back to the West Substation in the middle of September and after evaluating my particular responsible patrol areas, I noted this problem. It has continued to exist in very large significant numbers and one of the biggest problems I have as far as reinstituting this type of program, as Captain Reed iterated, was the lack of manpower. It's the same old story. I

SERGEANT TUGGLE: cover also the other areas north of the Expressway including the northwest section. So I have to deploy my manpower accordingly.

MAYOR PRO-TEM LURIE: Okay. I understand that. One other question-- the number of arrests that are made -- do you have any kind of percentage of how many of those arrests are reoccuring arrests from the same individuals?

SERGEANT TUGGLE: I have one of my officers -- David units -- that very aggressively persues narcotics activities at that corner and they have indicated to me that they have approximately six individuals they arrest on a weekly basis out at that area, the same individuals constantly, either arrest and/or they stop and interview at that location.

MAYOR PRO-TEM LURIE: Thank you. No further questions? Mr. Porter, no further questions? Thank you, Sergeant.

DEPUTY CITY ATTY STEWART: Officer Dick Travers.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth and nothing but the truth, so help you God?

RICHARD TRAVERS: I do.

DEPUTY CITY ATTY STEWART: Do you want to state your full name and your employment for the record?

RICHARD TRAVERS: Richard Travers. I'm employed with the Las Vegas Metropolitan Police Department, Narcotics Section.

DEPUTY CITY ATTY STEWART: And have you been employed in that section for the last year or so?

RICHARD TRAVERS: Since 1977.

DEPUTY CITY ATTY STEWART: In that capacity, have you had occasion to go over to Henry's Liquors?

RICHARD TRAVERS: Yes, I have.

DEPUTY CITY ATTY STEWART: I'll show you what has been marked as Exhibit F. Can you identify that exhibit?

RICHARD TRAVERS: Yes, I can.

DEPUTY CITY ATTY STEWART: Would you describe that to the Council?

RICHARD TRAVERS: This is an analysis of the arrests that have occurred at or in front of or in the area of Henry's Liquors since, I believe, August of 1983.

DEPUTY CITY ATTY STEWART: Is this all kinds of arrests, or is it a particular kind?

RICHARD TRAVERS: Specifically, only arrests that occur in narcotics violations.

DEPUTY CITY ATTY STEWART: And the period of time involved in this summary?

RICHARD TRAVERS: From August the 18th of 1983 through April the 1st of 1984.

DEPUTY CITY ATTY STEWART: I'd ask that this be received in evidence.

JAMES PORTER, ATTY: Again, Mr. Chairman, I've not had an opportunity to examine -- I've not seen that item.

MAYOR PRO-TEM LURIE: Jan, wasn't Mr. Porter given a complete file on this? Was it in the file?

DEPUTY CITY ATTY STEWART: It was in the file except for the last part of it was -- the handwritten part was just done today so he hasn't seen the last part of the record.

MAYOR PRO-TEM LURIE: We'll note that for the record.

DEPUTY CITY ATTY STEWART: Have you personally been involved in making narcotics arrests at this particular location?

RICHARD TRAVERS: Yes, I have.

DEPUTY CITY ATTY STEWART: From that summary that we have -- that the Council has, can you tell the Council as to the number of arrests at this particular location as compared to other bars in the City?

RICHARD TRAVERS: There are roughly 300 narcotic arrests that have occurred at that location during that seven month period. That would be probably 80% more than any other location in Clark County. It also accounts for approximately 94% of all PCP arrests in Clark County occur at Henry's.

COUNCILMAN LEVY: Ninety-four percent?

RICHARD TRAVERS: Yes, sir.

DEPUTY CITY ATTY STEWART: The entire County?

RICHARD TRAVERS: The entire County. There are more arrests in one month in front of Henry's than anywhere else in the County combined and that's strictly from --

DEPUTY CITY ATTY STEWART: I have no other questions.

MAYOR PRO-TEM LURIE: Excuse me, Mr. Porter.

JAMES PORTER, ATTY: Yes. On the number of arrests -- (noise from beeper)

COUNCILMAN LEVY: Few seconds, Mr. Porter.

RICHARD TRAVERS: Thank you.

COUNCILMAN LEVY: We're very familiar with that.

JAMES PORTER, ATTY: Have these arrests occurred during a period of time during which surveillance has been increased in that area?

RICHARD TRAVERS: Surveillance has been increased?

JAMES PORTER, ATTY: Yes. In other words, are you deploying more persons -- more personnel in this area than in other parts of say, the City.

RICHARD TRAVERS: No, I really can't even say that those arrests are indicative of what's happening there. I think if you put 15 police cars there, you could put 15 individuals in those cars 24 hours a day. You could not do that in any other location that I'm aware of in Clark County, and including all the other bars on the west side.

JAMES PORTER, ATTY: But you're not having the same sort of focus, is what I'm getting at, of police officers who are out attempting to make arrests in other parts of the City?

RICHARD TRAVERS: No, that's not true.

JAMES PORTER, ATTY: You're saying that isn't true?

RICHARD TRAVERS: That is not true.

JAMES PORTER, ATTY: Are there other areas on the west side where you're doing that?

RICHARD TRAVERS: There are other officers -- there are other locations on the west side that have problems but nothing that even compare to that.

JAMES PORTER, ATTY: How about Bruce's Liquors when that was open?

RICHARD TRAVERS: Bruce's Liquors I worked -- I have worked on and off on the west side for approximately seven years, specifically in the areas of heroin and PCP. Bruce's Liquors was nothing compared to Henry's.

JAMES PORTER, ATTY: Okay. Let me ask you this. You heard the question that I asked Sergeant Tuggle concerning the behavior of persons who use PCP. Would you also agree with him that their behavior is somewhat bizarre and violent?

RICHARD TRAVERS: Not always.

JAMES PORTER, ATTY: But in most instances?

RICHARD TRAVERS: No.

JAMES PORTER, ATTY: Okay, nothing further.

MAYOR PRO-TEM LURIE: Thank you. Council have any question of Mr. Travers? Thank you.

DEPUTY CITY ATTY STEWART: Could I ask if Bob Lambright is here from CBA Security? Bruce Stokes?

MAYOR PRO-TEM LURIE: Is Bruce Stokes here?

UNIDENTIFIED FROM AUDIENCE: He just stepped out. He should be back.

MAYOR PRO-TEM LURIE: Want to wait until he comes back, Jan?

DEPUTY CITY ATTY STEWART: Jim Tyree?

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth and nothing but the truth so help you God?

JIM TYREE: I do.

DEPUTY CITY ATTY STEWART: Mr. Tyree, would you give your full name for the record.

JIM TYREE: Jim Tyree, Excutive Director of the Economic Opportunity Board of Clark County.

DEPUTY CITY ATTY STEWART: Mr. Tyree, does the Economic Opportunity Board own property near Henry's Liquors?

JIM TYREE: Yes, we do.

DEPUTY CITY ATTY STEWART: Would you describe to the Council where it is in relation to Henry's?

JIM TYREE: The Agency owns property across the street, 631 North H and 800 West Bonanza which is across the street from Henry's Bar.

DEPUTY CITY ATTY STEWART: In your position as Executive Director of the Economic Opportunity Board, do you have occasion to visit that property almost on a daily basis?

JIM TYREE: Yes, I visit that property at least daily.

DEPUTY CITY ATTY STEWART: Now, we're talking about a period of time from August of 1983 through February of 1984. Could you describe to the Council what problems, if any, you've experienced at your property as a result of patrons from Henry's Liquors?

JIM TYREE: The property across from Henry's Bar is the property that the agency uses to store and house its Senior and Handicapped transportation vehicles. The property has experienced vandalism and, of course, we experience all of the glass, trash, traffic that generates on H Street. I'm not identifying it as coming directly from Henry's Bar. I'm saying that we're across from Henry's Bar. The traffic and trash does generate -- blocks off our entrance and exits to that property.

DEPUTY CITY ATTY STEWART: What about parking traffic, do you have a problem with that?

JIM TYREE: We experience parking traffic normally between the hours of 4 and 8 o'clock at night and that's when our agency vehicles are returning from street traffic at the end of the day and we have problems getting into our storage facility there.

DEPUTY CITY ATTY STEWART: These people -- what do you mean, they're parking in front of your driveway?

JIM TYREE: They park in front of the driveway and, of course, as it's already been mentioned, there's other properties across the street from us and whose vehicles they are, we do not know.

DEPUTY CITY ATTY STEWART: Okay, but you also mentioned that you have a lot of broken glass around the property.

JIM TYREE: We do experience a tremendous amount of trash and broken glass that borders our property on the 8th Street front.

DEPUTY CITY ATTY STEWART: Do you have any problem with people in an intoxicated condition? Have you had any experience with that?

JIM TYREE: Well, other than the normal that you experience in that area. Nothing out of the ordinary do we experience with residential or traffic from across the street.

DEPUTY CITY ATTY STEWART: Well, do you have any people -- has it been your experience to have a drunk come into your property and go to sleep or sit down that you've had to ask leave?

JIM TYREE: We've had drunks to come into 631 "H" Street property. Of course, the gates are open. They wander in there. They don't know where they are and, of course, we've asked them to leave or we have security to remove them from our property.

DEPUTY CITY ATTY STEWART: That's all the questions I have of Mr. Tyree.

MAYOR PRO-TEM LURIE: Okay. Mr. Porter, do you have a question of Mr. Tyree?

JAMES PORTER, ATTY: Just brief. Mr. Tyree, are you, sir, also a member of the Nevada Black Chamber of Commerce?

JIM TYREE: Yes, I am.

JAMES PORTER, ATTY: And are you aware that that organization has asked that a special committee headed by Assemblyman Lonie Chaney organize itself to investigate some of these same kind of problems in the community?

JIM TYREE: Yes, I am.

JAMES PORTER, ATTY: I have nothing further.

MAYOR PRO-TEM LURIE: Thank you.

DEPUTY CITY ATTY STEWART: I have another question.

MAYOR PRO-TEM LURIE: Pardon me?

DEPUTY CITY ATTY STEWART: I have another question of Mr. Tyree.

MAYOR PRO-TEM LURIE: Of Mr. Tyree. Mr. Stewart.

DEPUTY CITY ATTY STEWART: Mr. Tyree, does the Economic Opportunity Board have any plans, future plans for this property?

JIM TYREE: Yes, we have future plans for that property. We are --

DEPUTY CITY ATTY STEWART: What are those plans?

JIM TYREE: We're in the process of trying to get a new facility built to encompass the total property at 631 North "H" and 800 West Bonanza to house a new facility there at an approximate cost of $750,000 to house the transportation place for both storage and maintenance facility. We hope to get that accomplished sometime in '84 or early '85.

DEPUTY CITY ATTY STEWART: Well, does this condition over at Henry's Liquors have any influence or impact upon that decision?

JIM TYREE: Yes, it does.

DEPUTY CITY ATTY STEWART: Would you explain that to the Council.

JIM TYREE: Well, of course, we hope to enhance the community by including this in a new facility there and, of course, we expect to get cooperation from all the neighbors in that community in order that we may move this project and the present conditions that exist is not conducive to moving their project at this time.

MAYOR PRO-TEM LURIE: Does Council have any questions of Mr. Tyree? Thank you, Jim.

DEPUTY CITY ATTY STEWART: Mr. Stokes.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

BRUCE M. STOKES: I do.

DEPUTY CITY ATTY STEWART: Mr. Stokes, would you give your full name for the record.

BRUCE M. STOKES: Bruce M. Stokes.

DEPUTY CITY ATTY STEWART: And I see you are with a company called ARCO?

BRUCE M. STOKES: Yes, I'm the Executive Vice-President of ARGO Corporation.

DEPUTY CITY ATTY STEWART: How do you spell that?

BRUCE M. STOKES: A-R-G-O.

DEPUTY CITY ATTY STEWART: Okay. Does that company have an interest or did it have an interest in the development of property across the street from Henry's Liquors?

BRUCE M. STOKES: Yes, we were the developers of Tree Line Park.

DEPUTY CITY ATTY STEWART: Where's that in relation to Henry's?

BRUCE M. STOKES: Directly across the street.

DEPUTY CITY ATTY STEWART: Did that development take place -- the construction -- what kind of a project was it?

BRUCE M. STOKES: It was a condominium conversion.

DEPUTY CITY ATTY STEWART: What do you mean by --

BRUCE M. STOKES: We converted a apartment complex into condominiums.

DEPUTY CITY ATTY STEWART: And did that conversion take place during this period we're talking about of August of '83 til March of 1984?

BRUCE M. STOKES: Yes, it did. We started construction in January of '83.

DEPUTY CITY ATTY STEWART: And when was it substantially completed?

BRUCE M. STOKES December of '83.

DEPUTY CITY ATTY STEWART: Okay. In the process of constructing these units, did you have any -- any problems with the people that apparently come from Henry's Liquors?

BRUCE M. STOKES: Yes, we did during the entire construction period.

DEPUTY CITY ATTY STEWART: Would you describe to the Council what problems you experienced?

BRUCE M. STOKES: We had break-ins during construction of the units. We had vandalism. We had theft of building materials. We had destruction to the property from vehicles coming out of Henry's Bar and Grill.

DEPUTY CITY ATTY STEWART: What kind of destruction?

BRUCE M. STOKES: On two occasions, intoxicated people came out of the parking lot directly across the street and drove through our block wall.

DEPUTY CITY ATTY STEWART: What kind of vandalism are you talking about?

BRUCE M. STOKES: Broken windows. On one occasion we had a fire in a unit. Somebody set a telephone book on fire.

DEPUTY CITY ATTY STEWART: Doors?

BRUCE M. STOKES: Doors were kicked in.

DEPUTY CITY ATTY STEWART: Okay. What about -- do you have a wall on that property that exists between the property and Henry's Liquors?

BRUCE M. STOKES: Yes, we do. We have a five-foot block wall surrounding the entire property.

DEPUTY CITY ATTY STEWART: And people congregate around this wall?

BRUCE M. STOKES: Yes, they did. The wall that sits on "H" Street, the people from Henry's Bar used to come over and sit on the wall or lean against the wall.

DEPUTY CITY ATTY STEWART: Was there any graffiti on the wall?

BRUCE M. STOKES: Yes, there was.

DEPUTY CITY ATTY STEWART: What about people walking through your property?

BRUCE M. STOKES: During the entire period of construction, again, and I think still today, we have people loitering around Tree Line Park, sitting on that wall until we installed wrought iron on top of the wall and floodlights lighting up that area. We also installed a security gate.

DEPUTY CITY ATTY STEWART: Why?

BRUCE M. STOKES: Because of the traffic. They were coming in and out of that property, and we got complaints from the people that bought condominiums, so we took these measures to try to cut down the traffic and the vandalism.

DEPUTY CITY ATTY STEWART: Did that stop it?

BRUCE M. STOKES: To a degree. Not totally.

DEPUTY CITY ATTY STEWART: Do they still come through the gate?

BRUCE M. STOKES: Yes, they do. They have totally destroyed that gate on a number of occasions and I've had to have it reworked and rebuilt just trying to strenthen it. I most recently installed an electric lock like they use at the prisons to keep it closed.

DEPUTY CITY ATTY STEWART: What about bottles and cans? Do you have any problems with that on your property?

BRUCE M. STOKES: Yes, we do.

DEPUTY CITY ATTY STEWART: Would you describe that?

BRUCE M. STOKES: They just throw cans and bottles into the driveway and over the fence onto the property.

DEPUTY CITY ATTY STEWART: Do you think you'd have this problem if Henry's Liquor wasn't located there?

BRUCE M. STOKES: No, I don't think so because there wouldn't be a place for these folks to hang around.

DEPUTY CITY ATTY STEWART: Have you had any -- don't you ask these people not to go on your property or put up signs or --

BRUCE M. STOKES: Yes, we posted signs and we had a full time, 24 hour, 7 day a week security guard company working for us at Tree Line Park and had we not had that security guard, the company working there, we would have experienced much more vandalism and theft and so on.

DEPUTY CITY ATTY STEWART: How do you know these people come from the area around Henry's?

BRUCE M. STOKES: I, myself, have seen them come from Henry's and go into Henry's and the security guard company has numerous reports of people coming and going to Henry's Bar and Grill.

DEPUTY CITY ATTY STEWART: Has there ever been any threats to the people that live in Tree Line?

BRUCE M. STOKES: I don't know if there's been threats to the people at Tree Line. There's been threats to some of my construction people, as well as the security guards working there.

DEPUTY CITY ATTY STEWART: Okay. Did you initiate any efforts to make contact or establish some kind of relationship with these people that patronize Henry's?

BRUCE M. STOKES: Yes, we did. When we first started construction and we noticed the traffic and the loitering going on, on occasion, we hired a few of the people that hung around out here at Henry's Bar and Grill to do general construction work to try to get some kind of rapport, relationship with them so that we wouldn't experience the vandalism and the problems that we did.

DEPUTY CITY ATTY STEWART: Did that work?

BRUCE M. STOKES: Just on a very limited basis. For the couple of weeks that they worked, things let up a little bit, but the minute we completed that portion of our construction, then it went right back to what it was.

DEPUTY CITY ATTY STEWART: I've no other questions of Mr. Stokes.

MAYOR PRO-TEM LURIE: Mr. Porter, do you have any questions of Mr. Stokes.

JAMES PORTER, ATTY: Yes, briefly. Mr. Stokes, I think Counsel initially asked you about some of the kinds of problems you've had there at Tree Line and you mentioned construction, vandalism, people congregating. What were some of the others you mentioned?

BRUCE M. STOKES: We had on two occasions people coming from Henry's Bar, from that parking lot, that drove through our block wall --

JAMES PORTER, ATTY: Okay.

BRUCE M. STOKES: -- that's on "H" Street.

JAMES PORTER, ATTY: That's -- excuse me, that's what I wanted to get at, counsel asked you a leading question, but we're in an informal matter and all of his questions have been leading so -- but I'm satisfied that members of the Council can cipher through and pick out what's important and what's not, but he, in leading you, he --

MAYOR PRO-TEM LURIE: Mr. Porter.

JAMES PORTER, ATTY: Yes.

MAYOR PRO-TEM LURIE: We haven't had a chance to ask any questions, so don't try to suggest to the witness what we think.

JAMES PORTER, ATTY: Fine, fine, Mr. Chairman. He asked or framed his question with people coming from Henry's Liquor. Now, and you answered in the affirmative -- said yes. Did you, in fact, mean people coming from that area, from the parking lot?

BRUCE M. STOKES: I've seen both. I've seen them come from the parking lot, as well as from the bar itself.

JAMES PORTER, ATTY: But most of the instances that you have described here today, wouldn't it be fair to say persons had just come from that parking lot as is coming from inside of Henry's Liquor?

BRUCE M. STOKES: Most times from the parking lot.

JAMES PORTER, ATTY: I have nothing further, Mr. Chairman.

MAYOR PRO-TEM LURIE: Thank you. Does Council have any questions of Mr. Stokes? Councilman Christensen?

COUNCILMAN CHRISTENSEN: Yes, I have a question and it keeps coming up about the parking lot and I think maybe our staff can clarify that a little bit for me. Most businesses have a parking lot involved with it and does this business require a certain number of parking spaces for the type business it is?

JERRY CAHILL: I don't know, Councilman, that I can answer that. Maybe Mr. Saylor can because I believe basically that would fall in the preview of the Planning --

COUNCILMAN CHRISTENSEN: It's probably a zoning situation. What I'm getting at, as I get the thread here from the -- from Henry's Liquors attorney that they're not responsible for the parking lot, and I think that what I'm trying to get at is, don't we, in fact, have to have that parking lot to be in business? So doesn't that give us some responsibility for the parking lot as the businessman there? Maybe you can answer that question.

DEPUTY CITY MGR. SAYLOR: That's right. I'm sure that the parking is required by ordinance.

COUNCILMAN NOLEN: I think we ought to ask an opinion from City Attorney's office that the establishment -- whoever it is -- is responsible for the parking lot. I think that would clarify it.

CITY ATTORNEY OGILVIE: Any business that's required to have a certain number of parking spaces before it could become licensed and I assume that's the situation with respect to Henry's.

COUNCILMAN CHRISTENSEN: Well, that's what I was getting at because I keep hearing the question, did they come from Henry's Liquor or from the parking lot and it really doesn't make a whole lot of difference. If they came from Henry's Liquors parking lot, that's the same as from Henry's Liquors as I understand it.

COUNCILMAN LEVY: Can I ask this gentleman a question?

MAYOR PRO-TEM LURIE: Councilman Levy.

COUNCILMAN LEVY: Yes, sir. Did you catch the people who broke in your properties and stole and did damages?

BRUCE M. STOKES: Not myself, but the security guard company, CBA Security, has made a number of arrests for vandalism and so on.

COUNCILMAN LEVY: And what connection do they have with Bruce's-- I mean with this liquor store?

BRUCE M. STOKES: The people who were arrested?

COUNCILMAN LEVY: Yes.

BRUCE M. STOKES: Well, the people that frequented Henry's Bar and Grill were also the people that came in and did this vandalism and so on to our property.

COUNCILMAN LEVY: Don't you think that's stretching it a little bit?

BRUCE M. STOKES: No, it isn't because we would see these people daily standing out in front of the property or on the property or over in that parking lot or going in and out of that bar.

COUNCILMAN LEVY: Well, let me tell you, I don't -- you're not the only developer that has vandalism and theft. You happen to be the only one that's across the street from this liquor store.

BRUCE M. STOKES: Correct.

MAYOR PRO-TEM LURIE: Any further questions? Councilman --

COUNCILMAN CHRISTENSEN: Yes, one other question. What does -- do the arrest records that your security guards have show that these people came from Henry's?

BRUCE M. STOKES: On some occasions, yes, it does, and it shows that they chased some of these people into Henrys.

COUNCILMAN CHRISTENSEN: I see, okay.

DEPUTY CITY ATTY STEWART: I have another question.

MAYOR PRO-TEM LURIE: Mr. Stewart.

DEPUTY CITY ATTY STEWART: Mr. Stokes, what was the name of the security company you hired?

BRUCE M. STOKES: CBA Security.

DEPUTY CITY ATTY STEWART: Did they make written reports to you?

BRUCE M. STOKES: Yes, they did.

DEPUTY CITY ATTY STEWART: And was this done on a weekly or daily basis?

BRUCE M. STOKES: On a daily basis.

DEPUTY CITY ATTY STEWART: I show you what has been marked Exhibit G and ask you if you can identify that exhibit?

BRUCE M. STOKES: Yes, it's one of the daily reports submitted to us by CBA Security.

DEPUTY CITY ATTY STEWART: And this is a company hired by you to give security to Tree Line Park?

BRUCE M. STOKES: That's correct.

DEPUTY CITY ATTY STEWART: And these entries on this report are made by the security officer at the end of his shift?

BRUCE M. STOKES: That's correct.

DEPUTY CITY ATTY STEWART: I'd ask that this be received. This is Exhibit G.

JAMES PORTER, ATTY: No, objections. I have seen that.

MAYOR PRO-TEM LURIE: That'll be Exhibit G.

DEPUTY CITY ATTY STEWART: That's all the questions I have.

MAYOR PRO-TEM LURIE: Any further questions? Thank you, Mr. Stokes. Jan, you have anyone else?

DEPUTY CITY ATTY STEWART: Mr. Blevins

MAYOR PRO-TEM LURIE: Mr. Blevins.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth,and nothing but the truth, so help you God?

JAMES LEON BLEVINS: I do.

DEPUTY CITY ATTY STEWART: Mr. Blevins, will you give your name and your address for the record.

JAMES LEON BLEVINS: My name is James Leon Blevins. I live at 901 West McWilliams.

DEPUTY CITY ATTY STEWART: Is that in this Tree Line Park that we've been discussing?

JAMES LEON BLEVINS: Yes, it is.

DEPUTY CITY ATTY STEWART: And how long have you lived there?

JAMES LEON BLEVINS: For approximately -- going on four months now.

DEPUTY CITY ATTY STEWART: Have you bought one of these unit for you you and your wife?

JAMES LEON BLEVINS: Yes, my wife and my daughter.

DEPUTY CITY ATTY STEWART: And you've lived there ever since you engaged in this purchase?

JAMES LEON BLEVINS: Yes, I have.

DEPUTY CITY ATTY STEWART: Does this park have an association of the people that live there?

JAMES LEON BLEVINS: Yes, it does.

DEPUTY CITY ATTY STEWART: What's the name of the association?

JAMES LEON BLEVINS: Tree Line Park Homeowners Association.

DEPUTY CITY ATTY STEWART: And are you an officer in that association?

JAMES LEON BLEVINS: Yes, I was elected as the President of the Homeowners Association at Tree Line.

DEPUTY CITY ATTY STEWART: And did you also participate with somebody else in the association in circulating the petition?

JAMES LEON BLEVINS: Yes, Lucille Carter.

DEPUTY CITY ATTY STEWART: Why were you circulating the petition?

JAMES LEON BLEVINS: Well, first of all because the problem affected us there at Tree Line Park.

DEPUTY CITY ATTY STEWART: Let me show you what's been marked as Exhibit H. Can you identify that?

JAMES LEON BLEVINS: Yes, this is a letter -- a copy of the petition that Miss Carter and myself got together for the homeowners there at Tree Line Park.

DEPUTY CITY ATTY STEWART: Did you circulate that amongst the homeowners?

JAMES LEON BLEVINS: Yes, I did.

DEPUTY CITY ATTY STEWART: And did they sign the petition? Is that what appears on the second and third page of this document?

JAMES LEON BLEVINS: Yes, for the units that had been sold at that particular time.

DEPUTY CITY ATTY STEWART: One of the statements in this petition says that, "We have a right to peaceful and quiet enjoyment of our homes." Were you concerned about that? Is that why you circulated the petition?

JAMES LEON BLEVINS: Yes, that was one of it, but my main concern is that we are trying to bring a better development in there for the community.

DEPUTY CITY ATTY STEWART: Do you think that what exists across the street at Henry's Liquors has an effect upon your peaceful or quiet enjoyment of your home?

JAMES LEON BLEVINS: Yes, I do believe that very strongly.

DEPUTY CITY ATTY STEWART: Do you think it might affect the value of your -- of the home that you have just purchased?

JAMES LEON BLEVINS: Most definitely. If I can say, most of the people who have those businesses, they doesn't live in the area. So they're basically not affected with what goes on there.

DEPUTY CITY ATTY STEWART: That's all the questions I have.

MAYOR PRO-TEM LURIE: Mr. Porter, do you have a question of Mr. Blevins?

JAMES PORTER, ATTY: I don't have any questions.

MAYOR PRO-TEM LURIE: The Council have any questions? Thank you, Mr. Blevins.

DEPUTY CITY ATTY STEWART: That's all the witnesses I have unless Bob Lambright showed up. I guess he didn't.

MAYOR PRO-TEM LURIE: Bob Lamberg?

DEPUTY CITY ATTY STEWART: Bob Lambright.

MAYOR PRO-TEM LURIE: Lambright. Okay, you've submitted your case. Mr. Porter, you can submit your case and then we'll have closing remarks from both sides and then I'd like to hear from the public.

JAMES PORTER, ATTY: Fine. Mr. Chairman, as you know, Mr. McDaniel is present. Mr. McDaniel is present and I certainly will make him available to the Council to ask any questions that they wish. I should like to address the Council initially. I think I can cover most of the points that Mr. McDaniel would testify to. Initially, I should like to say that -- and I want to address your comment, Mr. Chairman, because, you know, it is not my intent and never has been -- I've dealt with you before -- to try to pull the wool over anybody's eyes. So certainly I'm going to do the best I can as an advocate, but, you know, I'm going to try and be honest in my dealings. Now, you know, Counsel for the City and I mean, he's presenting his case, but he has sufficed everything today with Henry's Liquor -- Henry's Liquor -- and I mean, you know, yes, there was a lot going on over there in front of that business. Mr. McDaniel would be the first to admit to that. There are a lot of things that are undesirable that are going on there, but to say he is responsible for them, to say that they all emanate from his business is just not the truth. It just is not so and I think if you just look at what the officer -- I think it was Captain Reed or Sergeant Tuggle, I think it was -- I mean, he pulls up there in a marked car and everybody runs and he's gone two minutes and they're back there. Now, if they have no more respect for police officers -- these people that we're talking about -- what do you think that an owner of a business can do? So that, you know, it's a situation that exists, but these people are not coming from Henry's Liquor. Some of them do run inside when the police come. Some of them do run inside when they come. They'll run inside. They'll maybe will try to buy a beer or something, but just to get off long enough until the police have gone away. They are not patrons of that establishment. The reason I asked the question of Sergeant Tuggle -- and I do criminal work and I have had some cases involving PCP -- and if any of you have, you know, read some accounts, people who fool around with PCP as far as -- I use the word bizarre because that's the way they come across to me. Any businessman with and ounce of sense who's trying to have a decent business does not draw on people who are selling PCP out in front of his business. Now, you know, there was an illusion in some of the documents that we got. I guess the story goes like this that the owner of the premises is having financial problems;

JAMES PORTER, ATTY: therefore, he counts on the sales from the persons who are selling drugs so that they can in turn use their monies to come inside and buy or patronize his bar. That is ridiculous. He doesn't want them there. He does not want them there. They -- he can show where his profits have actually gone down during the time that they've been there. Now, he's tried to cooperate. He's gotten with Captain Reed. He's gone to -- I don't know the officer's name, but his last name is Hubbs in Sheriff Moran's division in an attempt to try to work this thing out. So he agrees with a lot of the things that have been said to you this morning, you know. The only thing he differs with is that they're not coming from his establishment. Now, he tells me that this Brown Bomber Pool Hall is also a great source of this traffic, you know, and Captain Reed himself admits it and you can ask any businessperson on the west side. These people float. They come from Bruce's, down to Henry's. They go from there to Cindy Sue and there's several other locations that they just kind of float around, but I'm saying that right there at that corner, that's a perfect place for them because that's where a lot of ingress and egress to the community takes place and so it's a prime location for them. I mean, Mr. McDaniel would -- would join in with the residents of Tree Line in their complaint and wishes to cooperate with them and anyone else that wants to make that a better community. Now he's prepared to take on additional security and it's going to hurt him. It's going to hurt, but he's prepared to do that to try to get a better understanding with the Police Department because one of the problems that exists is that, you know, once they effect a citizen's arrest over there, if Metro doesn't come within, you know, twenty minutes or whatever, it gets to be a problem. Now, where Metro has their responsibilities, but there has to be some kind of arrangement where the proprietor there at Henry's can know what to expect from Metro and vice a versa. That is really the essence of my remarks. I had several other things that I wanted to say and I would certainly address any questions, you know, that any of your members would ask me, but I think that the primary point is that there is a problem there. When you talk about nuisance and you talk about Mr. McDaniel being the source of it, that is not the case. That he is willing to cooperate with Tree Line or anyone else who wants to bring an end to that situation and make that entire community a better place for all

JAMES PORTER, ATTY: persons, both the residents and also business persons. Ironically enough, you know, when mentioned Town Tavern and People's Choice, we note that none of our developers have saw fit to build in those areas yet, and if that would ever happen, I'm quite sure that those owners would find themselves here before you in the same sense that we find ourselves. As a matter of fact, there was just by way of history, there was an episode over the past year or so, where Metro conducted a raid in that area and found themselves going into several of the businesses and several people were quite upset. Well, the business persons then told Metro we want your help. We ask for your help. You've not given it to us, but don't just come and vamp down on us and effect good citizens as well as bad in doing that, and what I'm saying is there's a problem that exists throughout that community. It's focusing itself now in Mr. McDaniel's business. He needs help. He wants your help and he's willing to cooperate. I would be glad to answer any questions that the Council might have as well as Mr. McDaniels.

MAYOR PRO-TEM LURIE: Mr. Porter, does Mr. McDaniels own the property where Henry's Liquors is located?

JAMES PORTER, ATTY: He does not own that property. No, he's leasing that property.

MAYOR PRO-TEM LURIE: He's just leasing the property.

JAMES PORTER, ATTY: Yes, he does.

MAYOR PRO-TEM LURIE: Since you're answering for Mr. McDaniels-- he might want to answer this -- how much time does he spend at Henry's Liquor as the licensee?

JAMES PORTER, ATTY: I would have to defer to him on that. How much time that you spend --

MAYOR PRO-TEM LURIE: There's a -- you can use that microphone, Mr. McDaniel.

LEANDREW McDANIEL: Councilmen and Council, average about four or five hours a day.

MAYOR PRO-TEM LURIE: Four or five hours a day. What hours of those times do you spend -- is it morning, afternoon, evening?

DEPUTY CITY ATTY STEWART: Mayor Pro-Tem, if we are going to have testimony from Mr. McDaniel, I think he, as well as the other witnesses, needs to be sworn in.

MAYOR PRO-TEM LURIE: Oh, excuse me. Okay. Mr. McDaniel, will you be sworn in please.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

LEANDREW McDANIEL: I do.

CITY CLERK CAROL HAWLEY: Thank you.

MAYOR PRO-TEM LURIE: Maybe for the record, state your full name and your address.

LEANDREW McDANIEL: Leandrew Lamar McDaniel.

MAYOR PRO-TEM LURIE: And your address?

LEANDREW McDANIEL: 1401 Comstock Drive, Las Vegas, Nevada, 89106.

MAYOR PRO-TEM LURIE: Thank you. Now maybe you can answer the question on the number of hours you spend -- you say four hours a day. Are those morning, afternoon, evening hours?

LEANDREW McDANIEL: Some are mornings; some are evenings.

MAYOR PRO-TEM LURIE: Who's in charge of Henry's Liquor when you're not there?

LEANDREW McDANIEL: Mrs. McDaniel. She's in the audience.

COUNCILMAN LEVY: Could we have that as record. Is she one of the owners?

JERRY CAHILL: No, Mr. McDaniel, Leandrew McDaniel, is 100% owner.

MAYOR PRO-TEM LURIE: Well, let me ask you then a question, Mr. Cahill. Is Mrs. McDaniel licensed as a key employee?

JERRY CAHILL: To the best of my knowledge, I do not have the record here with me, I don't think so.

MAYOR PRO-TEM LURIE: Well, maybe Mr. McDaniel knows. Is your wife licensed as a key employee for Henry's?

LEANDREW McDANIEL: No, she's not licensed.

COUNCILMAN LEVY: As a key employee?

MAYOR PRO-TEM LURIE: As a key employee?

COUNCILMAN LEVY: Is she a key employee?

LEANDREW McDANIEL: When you say "key employee," what are you saying?

COUNCILMAN LEVY: Does she run the show?

LEANDREW McDANIEL: Yes.

COUNCILMAN LEVY: Particularly when you're not there?

LEANDREW McDANIEL: Right.

MAYOR PRO-TEM LURIE: She can hire; she can fire; she can make decisions?

LEANDREW McDANIEL: I do all of that.

MAYOR PRO-TEM LURIE: She can make those decisions when you're not there?

LEANDREW McDANIEL: No, I take care of those.

MAYOR PRO-TEM LURIE: Is there anyone that you know of that is licensed at Henry's as key employee when the licensee is not on the premises?

JERRY CAHILL: No one to my knowledge.

MAYOR PRO-TEM LURIE: Isn't that one of the requirements that somebody be licensed as key employee when the licensee is not there?

JERRY CAHILL: I believe that, Councilman, it would depend on what is represented to us of what their responsibilities are.

MAYOR PRO-TEM LURIE: Okay, we'll get back to that. Mr. Porter, do you believe that the problem that presently exists at Henry's would exist if Henry's wasn't there?

JAMES PORTER, ATTY: I think there's a very good chance that it would exist if Henry's wasn't there, yes.

MAYOR PRO-TEM LURIE: At that location or just another location?

JAMES PORTER, ATTY: At -- probably at that location as well as other locations.

MAYOR PRO-TEM LURIE: Okay. Thank you.

JAMES PORTER, ATTY: So --

MAYOR PRO-TEM LURIE: That answers my question. Councilman Levy, did you have a question?

COUNCILMAN LEVY: I'd like to ask a question. Mr. Porter, are you speaking for Mr. McDaniel?

JAMES PORTER, ATTY: When I answered -- yes, I am.

COUNCILMAN LEVY: I guess the question I'm -- the question or probably statement I'm going to make is that I have heard and I think Mr. McDaniel made a statement in our meetings here that what goes on in his parking lot is not his responsibility, and as long as he has that attitude, I am certainly not going to be able to continue this type -- allow this type of operation.

JAMES PORTER, ATTY: If I might, Mr. Councilman, it's, -- it's very frustrating and I think I know you to be a business person -- it's very frustrating to operate a small business and to try to make it go with all of the problems that you -- that you run into from inventory to personnel to cash flow, etc., and that sometimes, you know, you don't appear to get the help and assistance and cooperation that you think you need and then when everyone points their finger at you and seemingly accuses you unjustly, sometimes it does make us react in a manner that I would say here is not appropriate. Now to get to the specifics, I have talked with and discussed this matter with Mr. McDaniel. That is not his attitude at this junction. Whether that came across to you and others at a prior time, it's certainly not his attitude now. While he does not believe that he is the root cause of those problems, certainly he knows that as long as his business is there, then he shares some of that responsibility for that problem.

COUNCILMAN LEVY: I'm not blaming Mr. McDaniel individually, but his business is the cause of the problem in that parking lot.

JAMES PORTER, ATTY: I don't think so, sir. I mean, you know, I mean -- I'll tell you --

COUNCILMAN LEVY: The pool table is, you mean -- the pool hall?

JAMES PORTER, ATTY. That -- that is -- that is -- that is part of the problem, but I'll tell you if they had -- I would almost be willing to venture -- I don't want to get riduculous, but if -- but if they had a video games place over there, that -- that that location persons had decided because the traffic that comes through there, that location is good to to -- to peddle their wares. The answer is not to get rid of Mr. McDaniel. That isn't the answer. The answer is the kind of cooperation from the community and business persons. Again, the Black Chamber of Commerce has set out a committee and Assemblyman Chaney is chairing it who has as its sole purpose to address these kinds of problems over there in the community. I spoke with Sarann Knight the other day and she eludes to the same thing. She comes out and she wants people off of her property, tells them, "Look, whatever you do, you don't do it here. Get off." And, yes, Mrs. Knight, they talk to her very politely and no sooner than she goes in they're right back out there. What do you do? I mean, she has security and she has problems with -- with some -- with some of her security.

COUNCILMAN LEVY: Not as much as this establishment. It's been proven here this evening, this afternoon.

JAMES PORTER, ATTY: Well, you know --

COUNCILMAN LEVY: You know I happen to -- Mr. Porter, I happened to have had a liquor license in the west side. I happened to be involved in the same type of operation as this gentleman had about 20 years ago and I had a store. Did you know that?

JAMES PORTER, ATTY: I was not aware of that.

COUNCILMAN LEVY: Well, I'm telling you, sir. I have had a license and I know how you have to operate and I've never had this type of hearing or even this type of accusation against our type of operation.

JAMES PORTER, ATTY: Let me ask you this though and this -- this is really -- I'd say this is really the point, but it is in a sense. I bet you this also, no one built any -- over on the west side, built any middle income condominiums near your business either.

COUNCILMAN LEVY: I don't understand what that has to do with it.

JAMES PORTER, ATTY: Well, the fact of the matter -

COUNCILMAN LEVY: You don't think they should have?

JAMES PORTER, ATTY: No, I am quite glad that those were built because they have improved the lot of that community, but I'm saying that the problems that exist would be prior to that -- to those condominiums being built and now what is needed is a joint effort by that community, not at pointing the finger at one -- one particular establishment that is not the root cause of the problems. The problems there exist.

COUNCILMAN LEVY: These people don't deserve that.

JAMES PORTER, ATTY: No, I agree, but what is the answer?

COUNCILMAN LEVY: And they don't have to work towards that. They should be able to live in a comfortable atmosphere without any types of thoughts of danger. They don't need to have to work together to do this. These people -- you know, they have their homes there. They have their money -- they don't need that.

JAMES PORTER, ATTY: I agree, I agree.

COUNCILMAN LEVY: It should not be their problem.

JAMES PORTER, ATTY: I agree. I'm not taking issue with you on that. I'm just saying, you know, you know, who, you know -- where do we go, how do we solve the problem and I'm saying that we should not point the finger indiscriminately at Mr. McDaniel and say that the entire cause of this problem is his fault and so, therefore, the solution is to revoke his license. That's what I'm saying.

COUNCILMAN LEVY: Maybe we should find out. Maybe we should do it on a six-month or a six-week basis and find out real quick.

JAMES PORTER, ATTY: Well, I would say this. Things have improved over there since the increase of surveillance.

COUNCILMAN LEVY: No more 94%? Maybe it's now 78%?

JAMES PORTER, ATTY: Well, I take issue with -- issue with -- with Dick Travers figures. You know, I know Dick and I can't believe that kind of --

COUNCILMAN LEVY: I can't either, but boy that's strong.

JAMES PORTER, ATTY: It is strong. Sure it's strong. Sure it's strong.

MAYOR PRO-TEM LURIE: You have any other questions?

COUNCILMAN LEVY: No.

MAYOR PRO-TEM LURIE: Councilman Christensen, Councilman Nolen?

COUNCILMAN NOLEN: No, I'd just like to hear from some of the residents of Tree Line Park and the general area.

COUNCILMAN LEVY: I thought we did, their representative.

MAYOR PRO-TEM LURIE: We -- no -- we -- there's some citizens out there I believe. Is there some people in the audience that would like to make some comments on this hearing today, this morning, and, Carol, swear these people in and get their full names and address for the record. After we hear from the citizens, then we'll have closing statement from you, Jan, and one from you, Mr. Porter.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth,and nothing but the truth, so help you God?

ROSALEE FIELDS: So help me God.

CITY CLERK CAROL HAWLEY: Give us your name.

ROSALEE FIELDS: My name is Rosalee Fields and I purchased two condos in Tree Line Park. I made the purchase because a lot of people wanted nice clean places to stay and was unable to purchase them and I really think, not only pointing a finger at Mr. McDaniel, I think the pool hall and all of that should go because these people -- it's a very sad situation when you got to pass -- go into your place with all those addicts and things out there like that. It's very dangerous and that's all I have to say.

COUNCILMAN NOLEN: Ma'am, may I ask you a question? Mrs. Fields, have you noticed -- in your opinion, have you noticed it getting any better in the last month, or any change?

ROSALEE FIELDS: I passed the other day in front of the pool hall. It wasn't quite as many out there as previous, but there's always a lot of them hanging around that liquor store and I've been living in the community since 1952. I'm not a newcomer. I remember when the other apartments was there before they redid these to make condos out of them and how they torn them up and the area and trying to wreck mine. A lot of decent people didn't even want to rent them because -- across from Henry's Liquor store -- that's the way they would address it -- no way.

COUNCILMAN NOLEN: Thank you.

MAYOR PRO-TEM LURIE: Does that answer your question? Mr. Blevins, come on up again. You've already sworn Mr. Blevins in. You're still under oath.

JAMES LEON BLEVINS: Thank you, sir.

MAYOR PRO-TEM LURIE: Okay.

JAMES LEON BLEVINS: Because when I first came it was kind of brief and with all due respects to Henry, which I never met the gentleman before, and like his lawyer stated, I'm not pointing the finger directly at Henry nor is Tree Line Park, but what we're saying is that if we, as people -- if we plan to bring about a better example, even with businessmen, I think we should try and get into businesses that's going to enhance the community, as opposed to bring destruction to the community. Because me, personally, I feel that if you into at business such as Henry's is involved in at this particular time, eventually those people who -- maybe they may have one drink today, tomorrow they may have two and on down the line. So I'm saying that we concerned citizens who pay our taxes, we have to take a stand and unfortunately it's, it's against his establishment, but that's just the way life is. You know, we can't continue to try and make a better environment for our children if we're going to continue to let these type of things overtake us and me, personally, I feel that if the activity that's there now, due to the circumstances,

JAMES LEON BLEVINS: if, if a change, the right kind of change, was brought about through the decision making of you gentlemen here which I have letters here that I read a few of you gentlemen have was kind of in support, not so much in terms of closing it down, but in terms of rectifying the problem that exists there and that's what I'm saying as a representative of Tree Line Park is that we're not saying that Henry's is in total wrong for that, but we are saying that if the problem -- if it wasn't there, we don't feel that that problem would be there. So me, personally, like I said and -- we're looking for you people to make a decision today that would actually enhance the community and actually I think Tree Line Park would be a model for the west side, saying that, "Hey, we can do it," because the people who brought that development there, they didn't have to do it and I don't think they did it for an ulterior motives. I think the gentlemens who brought that project into existence, they wanted to do something to enhance the west side just like a lot of other people want to do certain things to enhance the west side, but they're afraid because of certain things like what we're faced with today that's going on. So I think if we as concerned people take a stand and say that no more we're not going to stand for this, then I think that the community in which we live will be safer.

COUNCILMAN LEVY: Sir, does your people decided what they'd like to see?

JAMES LEON BLEVINS: Yes.

COUNCILMAN LEVY: Have you got a recommendation to us today?

JAMES LEON BLEVINS: Yes, well, from talking with them, I could give you a recommendation. From talking with the people there at Tree Line Park and a lot of other people that live in the community, I can give you a recommendation.

MAYOR PRO-TEM LURIE: You're just going to give their opinion form talking to them?

JAMES LEON BLEVINS: Well, based on -- on the concerns of this citizens in the community that I've talked to, I think that I can be accurate in giving you a substantial analysis of how they really feel.

COUNCILMAN NOLEN: And how is that?

JAMES LEON BLEVINS: They feel that if it wasn't there, then that problem wouldn't exist, not saying that -- you're always going to have some people that, you know, they're not going to do good no matter what, but --

COUNCILMAN LEVY: It wouldn't exist in front of Tree Line Park?

JAMES LEON BLEVINS: What?

COUNCILMAN LEVY: It would not exist in front of Tree Line Park?

JAMES LEON BLEVINS: In the community as a whole because I think what happens there at Henrys, not only affects Tree Line Park, because we're just a small segment of the total community. I think what we're faced with here today is something that affects the whole community as a whole.

MAYOR PRO-TEM LURIE: Councilman Christensen, do you have a comment? Councilman Nolen?

COUNCILMAN NOLEN: No, I don't have any questions.

MAYOR PRO-TEM LURIE: Do you have anything else?

JAMES LEON BLEVINS: No, that's it.

MAYOR PRO-TEM LURIE: Thank you.

JAMES LEON BLEVINS: Thank you.

MAYOR PRO-TEM LURIE: Okay. Carol, do you want to swear Al in.

CITY CLERK CAROL HAWLEY: Do you solemnly swear to tell the truth, the whole truth,and nothing but the truth, so help you God?

AL BROWN: I do.

CITY CLERK CAROL HAWLEY: Give us your name.

AL BROWN: I'm Al Brown, 2221 Dune Drive, Las Vegas, Nevada, 89106. I'm presently employed as Administrator of Las Vegas OIC and during that time,I worked with the organization, Special Impact Area. Many of us are familiar with the Special Impact Area and the problem that it consists of because we receive several Federal funds based on those particular problems.

AL BROWN: There's a Special Impact Area mainly because of the problems we're addressing today, based on education problems; they're based on a high crime area, and one problem that we haven't addressed and that's the high rate of employment. That's why we have a Special Impact Area as such by the Federal Government. We in the community have strived to encourage businesses to locate and to relocate in the black area because of that being a Special Impact Area. We have more than one problem to address. It's not closing down a business but help this business to stay alive and address that particular high crime rate problem. We have other agencies that are addressing the problem in education that would help eliminate this. We also address the problems in employment -- would also would help eliminate this, but in reality, in all fairness to the black community and the black businessmen of that community and what we're attempting to do and to bring in businesses in that particular area and on the other hand, we're going to close down or attempt or sound like we're attempting to close down a business, we don't think that's it fair especially members of the Special Impact Area of Las Vegas OIC Board of Directors. We recognize the problem as the attorney said. We've talked with Mr. McDaniel. He's aware of this particular problem. The attorney did say that we will be working in the area of providing more security in that parking lot, because that seems to be the problem. Some of the residents of Tree Line also addressed the problem by saying that Henry's Liquor is not the only problem. You have that pool hall there as well. So why should we put the burden on one businessman of this community when we are trying to bring businesses into such impact areas. Now, I feel as many of you would feel and would vote for fairness of equality to this businessman in order to give him a chance -- if that what we may call it or give us a chance to address all three of those problems. I work on the committee with Lonie Chaney in improving this particular area and many of you are aware of what we're attempting to do. You have seen Bruce's Liquors close down, that crowd has to go some place. You have seen the Brown Bomber Nightclub close down. That crowd has to float someplace and unfortunately, because of educational problems, because of lack of jobs, that creates high crime and unfortunately, those same citizens of our community is assembling in the area of Henry's Liquor.

AL BROWN: We, as a joint effort, will work with Mr. Henry -- Mr. McDaniel.

COUNCILMAN LEVY: Why haven't you? Why haven't you, Mr. Brown? Why are you waiting until now?

AL BROWN: I don't think we are just waiting until now. There's been several attempts to work with Mr. McDaniel through the City, through personal contact. We'll work with him through the Black Chamber of Commerce as you mentioned -- as you heard been mentioned before. I'm not defending the problem, I'm saying, Mr. Levy. We're saying there is a problem. I try to emphasize the reason of those three -- of that problem. I'm emphasizing the fact of why we have a Special Impact Area in that area -- particular locale. We could take a look at Friendly Liquor Store across the street from the Nucleus. We're doing some things over there. You're aware of those problems, sure, because you at one time lived in the area. We're not defending the problem. We're saying we have to do a job in cleaning up that particular area and I, for one, live in the area and I enter that area every time I go home, not only there, but if you take a look at Gilbert's Liquor, if you want to do some other finger pointing. We have several problems which you're aware and that's the first entrance of the West Las Vegas area is around at Gilbert's Liquor, and there is a tremendous problem there as well. So I'm saying, out of all fairness, that we're not trying to close down the businesses in our community, we're trying to enhance business and I hope the Councilmen think the same.

COUNCILMAN NOLEN: Al, wouldn't you say though that in respect to this-- you know, that is one of the main entrances into the west Las Vegas community, right there at that corner, and in light of what you're saying, you're saying that we want to attract businesses and business people to come into that area and if when we take them over there, we turn that corner and that's what they see, we're going to scare them off more than we're going to, to attract them into the area, and certainly I'm not here to try to shut down a business or close a business. I want the business operating properly, and I want the businessman accepting the proper responsibility for the action in and around his establishment, and I think he has that responsibility. I think that's his burden and I think the people that live around it have a right to

COUNCILMAN NOLEN: live there free from this type of a problem, and I think one of the biggest things you're saying, I agree with you -- we've got to attract businesses. We certainly don't want to be closing businesses down, but we've got to make it attractive to them, and this is not attractive.

AL BROWN: Neither is Gilbert's Liquor, I mean, if we point the finger, Councilman. I'm not saying that is -- you know, that is -- I agree with you. We're not disagreeing is what I'm saying, but there are more than one problem. There's more than one individual in the business community having that problem.

COUNCILMAN NOLEN: I agree with that, and we have to take them one at a time, and --

AL BROWN: Yes, and the first one is right there on "D" and Bonanza. That's the first entrance you see.

COUNCILMAN NOLEN: I would have to suggest that this is the first one.

ROSALEE FIELDS: Yes, that's right. It was --

MAYOR PRO-TEM LURIE: Hold it, Rosalee. No comments.

COUNCILMAN NOLEN: And what I'm saying, Al, is we -- you know, we've got to -- there's got to be some solution to this problem here today and some guarantees that it's not going to continue.

AL BROWN: Yes, we'll agree to that. Yes, I'm not saying that we want this to continue. We'll agree to practically everything that was said, but we're saying we have to clean that up together, and it is a problem. I agree.

MAYOR PRO-TEM LURIE: And we are. We're working together today to help clean it up.

AL BROWN: That's exactly. Thank you.

COUNCILMAN CHRISTENSEN: Mr. Chairman.

MAYOR PRO-TEM LURIE: Councilman.

ROSALEE FIELDS: May I say something?

MAYOR PRO-TEM LURIE: Just a minute, Rosalee. Could you just sit down for a second and hear Councilman Christensen.

COUNCILMAN CHRISTENSEN: I've got a couple of questions that I think probably need an answer. Number One is probably for the Attorney and maybe the Police Department. Do we have a problem at Gilbert's, and if we do, is it the magnitude that it is at Henry's?

COUNCILMAN LEVY: No.

CAPTAIN REED: It's not as significant problem at this time. There's no comparison between the two.

COUNCILMAN CHRISTENSEN: It could become one if Henry's was closed though?

CAPTAIN REED: Essentially that's right. Yes, sir.

COUNCILMAN CHRISTENSEN: Okay. The second question is it was indicated that Mr. McDaniel does not own the property. Who is the property owner at that location? Does anybody -- do you know, Mr. McDaniel?

LEANDREW LAMAR McDANIEL: Marion Bennett -- Rev. Marion Bennett.

MAYOR PRO-TEM LURIE: Any other questions?

COUNCILMAN CHRISTENSEN: That's the only question I have.

MAYOR PRO-TEM LURIE: Is there anyone else before I close the hearing that would like to say something? Would you swear this gentleman in?

CITY CLERK CAROL ANN HAWLEY: Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

HENRY L. SMITH: I do.

CITY CLERK CAROL ANN HAWLEY: Your name?

HENRY L. SMITH: Yes, my name is Henry L. Smith. I live at 901 McWilliams. I'm a resident of Tree Line Park. Mainly, what I wanted to say is that I have monitored the problem with Tree Line Park for some time. My main reason for moving into Tree Line Park was that it was an establishment where men of middle income could come and live, and I looked at aspects that Henry's Bar was there before Tree Line Park was there. I've talked with people that have lived in Las Vegas for 20 or 30 years. My family has been in Las Vegas since before I was born. I have looked at the national problem of 48, 43, 45 percent black unemployment. I know about the business atmosphere in Las Vegas. There aren't that many black-owned or black-run establishments in Las Vegas. However, we've got to get back down to where the nitty gritty of the problem really lies. There's a human sacrifice being made in the parking lot of Henry's Bar. There are people's brains being ate up by sherm, cocaine, heroin, and everything else even if it's legal at Henry's Bar. I've heard patrons -- people that patronize Henry's Bar -- they say, "Henry sells alcohol too," and that's what Henry has a license to do. I've served in the United States Air Force. I've pledged to die for my country. I'd do it for my home also.

HENRY L. SMITH: I'd do it for my people. I'm a taxpayer. I pay my salary. I'm employed with Nellis Air Force Base at this particular moment, and I also pay the salaries of these Councilmen that sat upon this board. That includes --

MAYOR PRO-TEM LURIE: Not very much either. (Laughter)

HENRY L. SMITH: Now, I heard Captain Reed come up here. I've heard people that patronize this Henry's Bar say that the Police Department come over, they allegedly make arrests, take the guy to the underpass, give him a sherm, take the money, end of story. That's no good. The first time I ever laid eyes upon Mr. McDaniels was I saw him on the television set on the news. What we've got here is a systematic failure in the black community and the people there run the community in general -- that's you guys. Now, as an individual and as a taxpayer, I can't tolerate the sacrifice -- the human sacrifice -- that's being made on the premises of Henry's Bar, Bruce's Bar, or any other establishments in the Las Vegas community. There's no excuse. You cannot say, "Okay, we've got lambs over here doing the same thing at Bruce's, so let's accuse Henry's." No way. Let's clean up the whole problem. That's the solution. And the problem is not just Mr. McDaniel's establishment there on H Street. The problem is corruption in the Police Department. The problem is simply the City Councilmen are not doing your jobs. The problem is citizens that is standing still and letting it go on. The problem is attorneys defend any type of people. Do you understand what I'm saying? I am fed up --

MAYOR PRO-TEM LURIE: Sounds like you have all the answers to all the problems.

HENRY L. SMITH: I am fed up because the people -- the people --

MAYOR PRO-TEM LURIE: Well, get it all off your chest in about 30 seconds because I'm going to cut you off because we're going to move on with this hearing.

HENRY L. SMITH: The people that are victim to this problem are the black people of the west side community. The black people of the west side of the community have to stand together as a whole. That means we've got to swallow our water when it's good and we've got to swallow it when it's a little salty too. So I'm not for closing down black establishments in the black community, but I -- I don't -- I think the sacrifice that has already been made is too much. So being a patron of Tree Line Park and not knowing Mr. McDaniel's personally, I can't say I have any prejudice as far as his establishment goes, but to allow one more brain to be burned up over there, is one too many. That's all I've got to say.

MAYOR PRO-TEM LURIE: Okay. We're going to close the hearing and we're going to have closing statements from Mr. Stewart, and then we'll have a closing statement from Mr. Porter, and then you can make some comments, Mr. McDaniel, and then we'll close the hearing and we'll take action.

DEPUTY CITY ATTY STEWART: Mayor Pro-Tem, Council members, I'll be very brief with just a few comments because I know this is a particular problem and you have a difficult decision to make. But before I get into it, I just want to make mention of something that I saw today that I really have a lot of respect for, and that is Mr. Blevins and Mrs. Fields coming forward and testifying. I say that because I know that it's very difficult to get people to come in and testify in these matters, especially when it's down at City Hall. And it makes it appear,as some would like to have it appear, that it's City Hall against the black businessman, and I appreciate the fact that this Council has taken the opportunity to respond from requests of this particular neighbor and neighborhood to take some action, and I take my hat off to the bravery and the people in Tree Line Park and the surrounding neighborhood because they have eventually decided to come in, and we want to protect their neighborhood. They want to see something done and they've made the request here that something be done, and until they make these kinds of requests -- until they take a real interest in their neighborhood, they're going to have these kinds of problems and they're going to continue all over throughout the west side. And so you're now approached with the argument, "Well, if we just close this down, it's just going elsewhere." And maybe from a police standpoint, we haven't gained anything, but we have from the fact that we've responded to a neighborhood that no longer wants it there. They don't want this problem at least. They don't want this problem to exist, and why shouldn't it go somewhere else. And if it goes somewhere else and those people in that particular neighborhood decide they don't want it there any longer, it will move from there. And finally, if this whole community takes a position, as these brave people have here that are residents that we no longer want it in our neighborhood in the west side, it won't be there because it has to be people like that to rise up and object, and when that occurs, I think it should be responded to. I have no hesitation to answer the argument, "Well, it's just going somewhere else." That's fine as far as I'm concerned. We'll send it somewhere else, and when it goes somewhere else and those people object, we'll clean it out from there and just keep it moving, and move it on. But these people have made an investment in their property at this particular location, and they're entitled to have the peaceful enjoyment of their home,

DEPUTY CITY ATTY STEWART: their neighborhood, to have their children be able to walk down the street, to make an entrance into their property without having to pass this. You've seen the records. This is the highest crime establishment, or least it's an attraction for the most -- 94% of all PCP drugs. The police are over there. They're over there to this place responding to a hundred more calls than to any other place. The police are there. They're doing their job in the neighborhood. If you want to do something good for business in the west side, close this place down. Let the Economic Opportunity Board across the street develop their property. Let the property where Tree Line is become of value so that those people can own it, can sell it when they want to; they can move out, and their property hasn't been devalued. Let the other property surrounding this particular spot develop too. Let this own property develop into something that's worth a lot more than what is now there. I think it will be a better place.

MAYOR PRO-TEM LURIE: Thank you, Jan. Mr. Porter, Mr. McDaniel, do you have some closing statements you'd like to make?

LEANDREW LAMAR McDANIEL: To the City Council and to all of us here this evening, I had not -- I decided not to talk earlier, but in view of all that I've heard this afternoon about Henry's Liquor, I'm glad you gave me the opportunity to do that. And I listened very carefully about Henry's Liquor. I listened very clearly about the problems at Henry's Liquor, as the Complaint eluded to -- it eluded to drug trafficking, loud boistering, and I heard about the glass being in the parking lot and all of those kind of things, and I'm not aware of that. I'm not aware of all of the glass that's everywhere. I am aware that I, before the policemen came to me or you with the problem, that I went to the policemen about the problem. I'm aware of that. I don't want it near my business myself. It is a very difficult problem -- most difficult to try to do something about. As the Council also mentioned early, when you go and arrest one of them, tell them to get off the premises, he's back in five minutes. That's nerve-racking to me and to everyone that's associated around me and my business. But another thing I think about is that business was there 15 years ago and maybe 20 years ago. That was owned by Henry's, the man -- I'm not Henry. My name is McDaniel. Henry first opened that bar. He was a white man that owned that bar. The apartments across the street was there at that time, and they co-existed. There were two people. One was a bar owner; one was a -- he owned apartments. But there were two white people. Now, it's today -- I'm a black man across the street with Henry's Liquor. There's a white corporation -- ARGO Corporation -- across the street. So, now, we can't get along.

COUNCILMAN LEVY: No, sir.

LEANDREW LAMAR McDANIEL: May I finish, please? The one thing that I have never -- Mr. ARGO Corporation has never came to me and said, "Mr. McDaniel, there's a problem. Can we work it out? What can we do, or what happens?" I heard it through the grapevine, so to speak, when I brought -- when I came down here and you all ask me to come down here. That's when I heard about the problem was getting -- I knew it was bad because I saw it every day, but excuse me for getting emotional. I'm not mad at you, but I feel this, because see this is my livelihood. This is my babies, my kids that's in school that I'm trying to educate through that operation. So excuse me if I get emotional because it's -- it's all I've got. I've worked, you know, for how long ever I've been here in this town to do what I have and to get what I have. So now, you're saying to me that because of whatever the situation is today, you and your babies can't eat; they can't go to school because of a problem that is not McDaniel's totally. It's a societal problem that's across the country -- across the world! Drugs is a big problem. It's big business; it's big money. It's not McDaniel, and all I'm saying to you is don't put it on me. I have cooperated with you. I've cooperated with the Police Department. I've cooperated with everybody that ever came to me and asked me for cooperation, because I went to the Police Department before they came to me, asking for assistance. And all I'm saying to you is be fair, be honest, and let me try to make a living for my family, because somewhere somebody's going to have to take care of us! Thank you very much.

COUNCILMAN LEVY: I have a question.

MAYOR PRO-TEM LURIE: I have a question. I think somebody is taking care of you already. I believe that you're still working for the City of Las Vegas.

LEANDREW LAMAR McDANIEL: That's right.

MAYOR PRO-TEM LURIE: You're a Fireman. So you're being taken care of pretty good, and you're not taking care of your business outside of the City. I hope you're not working in the City like you're taking care of that business because then we're going to have another problem. But you are being taken care of. That isn't your livelihood. It's a separate business outside of your regular employment, and you have other businesses besides Henry's. Is that not right?

LEANDREW LAMAR McDANIELS: Un-huh. Yes.

MAYOR PRO-TEM LURIE: Thank you.

COUNCILMAN NOLEN: I'd like to straighten out one point you raised that ARGO is against you and that the police brought this problem to you. I'd like the record to clearly reflect how this problem got here. The citizens of Tree Line Park called me and complained. The citizens of Tree Line Park signed a petition and presented it to me and I went to the Police Department and said, "Is there a problem?" So it wasn't anybody ganging up on your as an individual or you as a businessman. The citizens of Tree Line Park initiated this through me who was elected to represent them, and I want the record to clearly reflect that, and I want you to understand that.

LEANDREW LAMAR McDANIEL: Yes. Well, let me ask one question. I'll sit down. The primary problem I've heard all afternoon is about drug trafficking, right? And the reason that I'm concerned about it is that what I hear coming to me is saying, "McDaniel, you as the owner of Henry's Liquor is responsible for the drug traffic around your area." That's what I hear.

COUNCILMAN LEVY: Well, it is. Basically, your parking lot, Mr. McDaniel, and the attitude that you took, when you sat at a meeting here -- when you said, "What goes on outside my business or outside my building, is not my responsibility." Do you remember you making that statement here, sir, in that basic regard?

LEANDREW LAMAR McDANIEL: I -- you know -- I just --

COUNCILMAN LEVY: Alright. We don't find that problem as definite in the other liquor stores in the neighborhood because I feel that they have taken the responsibility of the outside of their building and their parking lot. Mrs. Elliott had the same problem as you had, but she's approached it in a different way. She's sitting there and saying, "It is my responsibility," and she has put her officers out there, or her guards, and they have -- they have calmed it down. They do not have the response and the kind of records that's being shown about your place. Is that correct? That's what we've been told today.

LEANDREW LAMAR McDANIEL: I'm not -- I'm not --

COUNCILMAN LEVY: Mr. McDaniel, I think it's the attitude and the approach that you took to the situation.

LEANDREW LAMAR McDANIEL: Well, the -- the --

COUNCILMAN LEVY: That's all.

LEANDREW LAMAR McDANIEL: It's not -- see, when I came here before and even though what I was saying to you, I still dealt with the parking lot. I still managed to patrol that. The only thing

LEANDREW LAMAR McDANIEL: I'm saying to you it is totally out of my hands to totally do it myself, and this is what I basically said when I was here before.

MAYOR PRO-TEM LURIE: Mr. Porter, do you have some things you'd like to say?

JAMES PORTER, ATTY: Yes. I think the last statement of Mr. McDaniel, I think, sort of capsulizes what he says is that, you know, he has made an effort to take care of the parking lot and to take care of the other areas. But he wants help. I think he's asking for help, and he's asking for the help of the Police Department. He's willing to work along with them. He's willing to put on extra security, and to get them to do the kind of things that will keep that -- hopefully, keep that parking lot area clear and not cause some of the kinds of problems that have been caused to the residents of Tree Line and the other persons who want to invest in that community. And we would ask -- I think that the statements of Counsel for the City go a bit far. I don't -- I mean, he says he's not concerned if the problem goes someplace else. I mean, I don't think that's the answer. I think the answer is let's eradicate the problem. Let's not have it go from one location to another, and I would say to give us an opportunity to get together with Metro and also with the residents of Tree Line to bring on the additional security that is being planned, and to have a look at just what Metro is saying that we can do, or Mr. McDaniels can do to make that establishment an area that is not going to bleed or to in any sense generate the kind of traffic that's being generated from there, and that's what I -- I would ask the Council to at least give him that opportunity.

COUNCILMAN LEVY: He did have that opportunity, Mr. Porter.

JAMES PORTER, ATTY: Well, I don't know that I have had a chance to counsel with him --

COUNCILMAN LEVY: Well, maybe you haven't, sir, and you certainly did a fine presentation here today.

JAMES PORTER, ATTY: Well, Councilman Levy, all that's for naught, and I appreciate your comments if it's -- if it's to -- I have had a chance to counsel with him and I would like to feel as though my counseling has been of some effect. I mean, I noted that in your question -- and I understand the brunt of it -- that at one time he appeared before you and indicated he owned no responsibility for the parking lot. Well, that has changed. So I'm saying at least I can see that particular difference between the time that he was here before and right now. That there has been a change in his position, and that he is willing to take that additional step. Now, I would say give him

JAMES PORTER, ATTY: that opportunity -- at least give him an opportunity to work along with myself and with the other persons in that community who are now willing to work along with him to try to make that an opportunity -- a situation that will work.

COUNCILMAN NOLEN: I think that I should --

MAYOR PRO-TEM LURIE: Councilman Nolen.

COUNCILMAN NOLEN: -- state for the record that Mr. McDaniel did contact me last week, and he did make an effort to try to sit down with Metro and the City Attorney's Office to see what could be worked out in the area of some kind of compromise that would allow him to stay open and progress and get some advice from them and what he could do, and due to the problem of the strike -- as we're all aware, that's taking tremendous Metro manhours -- it was unable for this meeting to take place, though I can say for the record that he has made that effort as recently as last week.

JAMES PORTER, ATTY: I have nothing further.

MAYOR PRO-TEM LURIE: Then the Board has all the information. The hearings are closed. Does the Board wish to take action?

COUNCILMAN CHRISTENSEN: Mr. Chairman.

MAYOR PRO-TEM LURIE: Councilman Christensen.

COUNCILMAN CHRISTENSEN: I don't feel we can afford the current over-commitment of law enforcement that's required to keep the area free from this type of crime that seems to be going on there, and I don't see the problem having anything to do with color. Anytime these statistics are present anywhere within the City, I think we have a problem. Perhaps the problems with the type of establishment has nothing to do with the owner of the business. Unfortunately, the problem doesn't seem to appear at other establishments of this type. Therefore, it appears the only solution would be to revoke the license in order to abate the nuisance. Then we would certainly know whether it has to do with just the establishment or all establishments of that type, and I WOULD THEREFORE MOVE THAT WE DO REVOKE THE LICENSE IN QUESTION AT THIS TIME.

MAYOR PRO-TEM LURIE: Any comments towards the motion? Councilman Nolen, do you have a comment?

COUNCILMAN NOLEN: I would only suggest that it might seem that total revocation at this time in light of some of the things that they said might be somewhat harsh. If there would be something there of a 60-day suspension to see if we are right. I don't know if we're right; I don't know that we're wrong. I don't know that Henry's Liquor is

COUNCILMAN NOLEN: the problem. I don't know that the Brown Bomber is not the problem, but something to reinforce our position that we are right. I'd like to be right to these people that live in that area, but --

COUNCILMAN CHRISTENSEN: Well, I think we're already been there, Councilman Nolen. We worked this problem over once before, and it isn't --

COUNCILMAN NOLEN: I wasn't aware of that.

COUNCILMAN CHRISTENSEN: And it isn't like -- it might have been before you were on the Board.

COUNCILMAN LEVY: I think it was.

COUNCILMAN CHRISTENSEN: It was before you were on the Board. And it might -- at one time, it would have been a more serious matter because a license was not available, but licenses are more available now, and licenses -- in this particular instance, I wasn't aware until today that this is not this man's only livelihood, so it isn't like we're putting a guy in the street with no method -- no means of support, which I think helps the situation, and I think that the neighborhood deserves, as well as it's demanding, some relief, and I know that we've done the same thing with parks and other things all over the community in order to solve some of these problems, and that's why I made the motion the way I did.

COUNCILMAN LEVY: This kind of reflects the same areas we had in the so-called Naked City area, and we marched Metro through there and we had our people go through there -- the Building Department and the Zoning Department and all of our Health Departments to try to shape up the area because we were having problems with the apartment owners, and I think we've done a fairly decent job in that area, and I think this is the same type of thing that reflects it. I don't think these people who live in Tree Line Park deserve to have this type of treatment.

MAYOR PRO-TEM LURIE: Okay. We do have a motion on the floor. If there are no further comments, cast your votes on the motion that Councilman Christensen made. Post. The motion's APPROVED and the license is revoked.

CITY ATTORNEY OGILVIE: May I inquire if that is to go into effect immediately?

MAYOR PRO-TEM LURIE: I would think that --

COUNCILMAN CHRISTENSEN: That was my intention, and, of course, I don't know what legal ramifications you have. If it's going to take a week or something to wind it down, I have no qualms about that.

CITY ATTORNEY OGILVIE: Mr. Stewart advises me that there has to be a formal Order prepared, so it will --

COUNCILMAN CHRISTENSEN: So it will give them the time.

CITY ATTORNEY OGILVIE: That's right.

COUNCILMAN CHRISTENSEN: Fine.

MAYOR PRO-TEM LURIE: Okay. We'll stand adjourned.

MEETING ADJOURNED AT 4:20 P.M.

(NOTE: The vote to revoke the license was as follows:

Councilmen Nolen, Lurie, Levy and Christensen voted "Yes." Mayor Briare was excused from attending this hearing.)

NOTE: Exhibits referred to are on file in the Office of the Las Vegas City Clerk and are available upon request.

A

EXHIBIT A - CLV
Page 1 of 1

Wilson St.

Proposed Exhibit A

"A" Street

Bonanza Rd.

,24

21'

21'

21'

21'

21'

21'

Hair y's

Laundromat

Laundromat

Cleaners

Brown Bomber Pool Hall

72'

CITY COUNCIL MINUTES - JUNE 6, 1984

City of Las Vegas

LICENSE APPLICATION NO. 04-481-4-25 0462 M06-392-4-6141 new C05-167-2-6141

This application must be completely filled out and all applicable questions answered. Use back page and additional sheets if necessary to complete all lists and schedules.

Name of Applicant and Business (as it is to appear on the license)

Andrew Lamar McDaniel dba Henry's Lagoon

APPLICANT'S NAME — BUSINESS NAME (REFERENCE IRS 602)

Lagoon

TYPE OF BUSINESS — BUSINESS PHONE

632 North "H" Street — SUITE NO. — 1401 Comstock 89106

BUSINESS ADDRESS — MAILING ADDRESS — ZIP

New business in the City of Las Vegas, show anticipated date of opening or date the license is to begin: _____

In addition to the appropriate departmental approvals, it may be necessary for you to comply with the following checked items for compliance with City, County or State ordinances prior to issuance of a business license:

DO NOT WRITE IN THIS BOX

Bond: Type _____ Amount _____ Attached _____ Pending _____

Nevada State License No. _____ Health Permit No. 20695

Letter of Authorization Re: Premises _____ Additional Fees _____

Other Operator slots to be on Jean lease (Copper) 5-79 Z-41-65 C-1

	APPROVALS: Tentative		Final:	
	DATE	BY	DATE	BY
PLANNING	_____	_____	6/27/79	
BUILDING	_____	_____	6/28/79	
FIRE	_____	_____	6-28-79	M Bynum
LICENSE	_____	_____	12-17-79	J Britt

3-19-79 209 36195 36195 — 10-2-79 — 10.00 to 2-1-80 10.00 to 8-31-79 150.00 Fire fee

General Receipt No. 36195 Date 5-21-79 Amount 100.00 L-84 License fee

Logged Date 6/26/79 Initial _____

If Change of Ownership: License Fees Paid To _____ Owing _____

Sewer Cycle No. 08-2286 Amount 99.60 Paid To 8-1-79 Owing 189.50 99.60

Referral to SIB: Date 5-21-79 Plate Card 12-17-79 gh License _____

Ordinance No. 1901 adopted by the Mayor and Board of City Commissioners on 11/23/77 provides for the issuance of a temporary business license to permit the applicant to engage in the business designated at the location stated on the application for a period up to, but not to exceed, 60 days. Provided, however, the preliminary inspections relating to the uniform fire code, proper zoning and structural building requirements have been made and tentatively approved by the proper department within the City of Las Vegas.

Business premises require inspection. Please show when someone will be on the premises to admit inspectors during the hours of _____ and _____ on _____. Applicant can be contacted at telephone: 648-1679 - 648-2313.

I understand that I cannot commence business until a temporary business license can be issued and that a regular license will not be issued until all requirements and conditions have been complied with.

_____ 5-21-79

Signature of Applicant — Date

MAYOR BRIARE: Item R is a zone change request by Frontier Savings. This is for reclassification of property generally located on the southwest corner of Vegas Drive and Tenaya Way. It's for the proposed use of medium low density detached single family residences. Planning Commission's recommendation was for approval, subject to conditions; staff recommendation was for approval, and at the Planning Commission meeting there were two protests.

COUNCILMAN LURIE: I'LL MOVE THAT WE FOLLOW RECOMMENDATIONS SUBJECT TO CONDITIONS.

COUNCILMAN LEVY: Where did you get the protests?

MAYOR BRIARE: Is there anyone in the audience here today to express a protest on this?

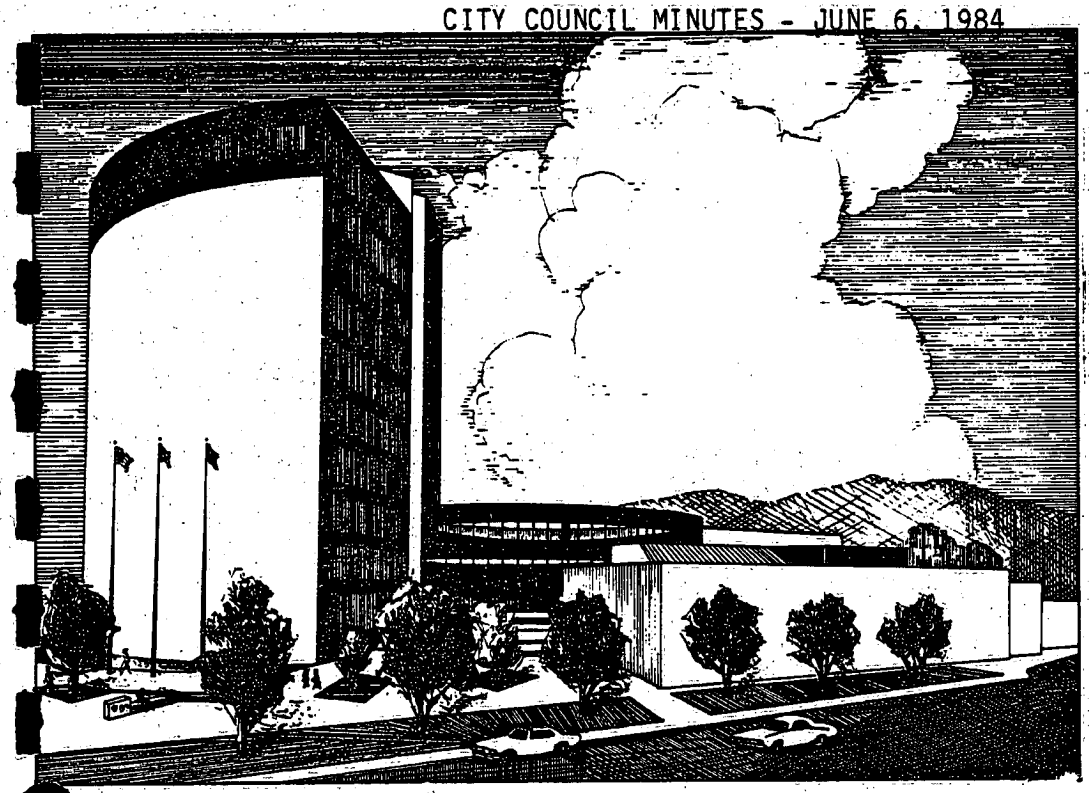
CHARLIE JOHNSON, VTN: There were just two people who didn't think we should destroy the fragile desert surface.

MAYOR BRIARE: I can understand that.

COUNCILMAN LURIE: I don't blame them (laughter).

MAYOR BRIARE: We have a motion to follow the recommendation. Are there comments by the Council? (No response.) Cast your votes. Post. THE MOTION'S APPROVED.

/ch



MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: June 6, 1984

TIME: 9:45 A.M.

INVOCATION: Elder Zel Lowman, First Presbyterian Church

PLEDGE OF ALLEGIANCE: Given

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR BILL BRIARE	[X]	[ ]	[ ]
COUNCILMAN PAUL J. CHRISTENSEN	[X]	[ ]	[ ]
COUNCILMAN RON LURIE MAYOR PRO-TEM	[X]	[ ]	[ ]
COUNCILMAN AL LEVY	[X]	[ ]	[ ]
COUNCILMAN BOB NOLEN	[X]	[ ]	[ ]
CITY ATTORNEY			
GEORGE F. OGILVIE	[X]	[ ]	[ ]

APPROVED BY REFERENCE July 3, 1985

ATTEST:

Carl J. Harley
CITY CLERK

William H. Briare
MAYOR

0463

1. PURPOSE OF APPLICATION:

- ☐ New Business
- ☐ Change in Name (Show old name on page 4)
- ☒ Change in Ownership (in compliance with NRS 104, Bulk Sales Act)
- ☐ Change of Location (Show old location on page 4)
- ☐ Change in Corporate Officer

Give a concise description of the business to be conducted. Be certain that all phases of the business to be transacted are described. Any misrepresentation in the description of the business by the applicant will be sufficient cause for the license to be rejected or revoked.

The business will Consist, Buying Liquor & Beer wholesale Selling the same Retail, Serving Beer on the Bar, ~~Selling Liquor Package~~ Liquor Sale with drink.

3. Describe the premises in or on which business is to be conducted. (Type of building, description of rooms in which business is to be transacted, include all physical properties to be used in conducting the business; for example, storage yards or equipment parking lots to be used in addition to the buildings and rooms.)

Block construction Storage Room Beer Box, Walk in Box, Bar Stool Pool Table, Slot Machine, Beer Glaser

If applying as an INDIVIDUAL:

Name LEAN Drew Lamar McDANIEL Social Security No. 430-20-2414

Birth Date 8-7-39 Phone Number: 648-1679

Residence Address 1401 Comstock Dr. Las Vegas Nev. 89106

Time of Residence in Clark County? 20 years

If the applicant is the employee of another, give the following information:

Employer's Name City of Las Vegas Address 400 East Stewart

If applying as (check one) PARTNERSHIP _____, ASSOCIATION _____, OR CORPORATION _____

A. List the following information for all members of Partnerships; or all Officers and Directors of Association or Corporations and all Stockholders owning 5% or more of the corporations capital stock:

Name _____ Title _____ Soc. Sec. No. _____

Birth Date _____ Residence _____ Phone No. _____

Name _____ Title _____ Soc. Sec. No. _____

Birth Date _____ Residence _____ Phone No. _____

Name _____ Title _____ Soc. Sec. No. _____

Birth Date _____ Residence _____ Phone No. _____

B. Name of corporate resident agent _____

Address _____

C. Is this a newly formed corporation? _____ If not a Nevada Corporation, give the name of the State of Incorporation: _____

D. Give the date the Articles of Incorporation were approved by the State of Nevada: _____

6. List the names and addresses of current or previous businesses in which the applicants have been involved during the previous five (5) years:

Business Name — Business Address

N/A

7. If licensed outside the City of Las Vegas, give the name of jurisdiction:

A. City _____ County _____ State _____

B. Current License Numbers _____ Dates of Issue _____

8. Has the applicant, or any of the partners, association or corporation officers or directors ever:

A. Been refused a license of any type in the State of Nevada no Any other State? no
If so, where? _____ For what reason? _____

B. Been convicted of a crime, misdemeanor, or violation of any municipal ordinance, excluding minor traffic violations, where the fine is $25.00 or less? Yes _____ No X If so, state the nature of such offense and and punishment assessed therefore.

C. Filed for bankruptcy? If so, where? no When? _____

9. List the names and addresses of four (4) persons of personal or business reference.

Name	Street	City		State	Zip Code
Marion Bennett	1911 Dalehill	L.V.	89106	Nev.	89106
Emmett Williams	1628 J	L.V.	89106	Nev	89106
Monroe Williams	500 Reno	N L.V		Nev.	89030
Clarence Ray	811 Washington	L.V	89106	Nev.	89106

CERTIFICATION

The undersigned, have answered all questions in the above application, and to the best of my belief, all answers are true and correct. I further understand that disclosure of any false or misleading or incomplete answers in the above will result in automatic denial or revocation of the license if already issued.

I certify that: a) if a change in ownership was made, the change is in compliance with NRS 104 (Bulk Sales Act) and b) if engaged in business under a fictitious name that the provisions of NRS 602 have been complied with.

The undersigned understands and agrees that the Director of the Department of Business Activity and any other officer designated shall have the power and authority to enter any store, building or any other place in which such business is being conducted at any time during business hours and have access to the books of such business for the purpose of ascertaining the amount of sales made. The information received from the licensee under the provisions of this section shall be confidential and available only to those officials concerned in such matters as amended by the Las Vegas City Code.

Leandra Lana McDaniel _____
Signature of Applicant per

Subscribed and sworn to before me on May 10, 19 7

Ila Britt, Director
Department of Business Activity

By Marjorie Hatten

NAME	Date	Security Officer
Tiffith, Cedric	3/13/84	E.K.
807 Grant Ave.		
530-78-4267		E.K.
CURTIS BROWN	3/14/84	E.K.
Tony	4:35 P.M. 3/14/84	E.K.
Caucasian (Walter)	3/18/84 2:05 PM	ER.
Adrain Lee Green		
1000 W. Monroe #102	3/18/84 3:15 PM	ER.
Arnell Duckett	3/18/84 3:40 PM	ER
Gary B Heing & Gary Hewing	3:45 P.M 3/16/84	E.K
4594 Ktogyn		
Peter Dixon	3/19/84 1:00 AM	Moon Dog
812 N. 'N' Street		
Smith, William Everett, (Wes)		Moon Dog.
Otto Washington III	3/20/84 4:30 Am	E.R.
2923 Berg St.	(530-56-7873)	
North Las Vegas NV. 89030		

D.C.B.
2/14/50 2/ N.R.S. TRESPASS → 0500
Sylvester Smith- NMA 5'10/250 BLK/BRN 3/20/84 B Pone 452 LVMPD
Dealing Narcotics

Derek Day 3/17/84 Trans

Babbs 3-2-84 (Blue Cadillac Bishagni)

Name Date

Lynn L. Scott 3/21/84 In
4049 Fernleaf Dr.
N. L. V. 89030

~~Bill~~ ~~Mann~~ Kanean 1-6-84 L.K

March 26, 1984 0140 AM Bar

Green, Kenny NLA 9-15-57 L.K.
917 McWilliams — 530-66-2516

March 26, 1984 0140 AM L.K

Day, Derry Lear Bar
NLA 9-26-62
1216 Washington 530-70-2807

~~Mr Stanton~~ Ronald Joe Stanton L.K 3/26/84
24 Rose Cir E A
North L. V.

Tony Duckett 4:30 PM 3-28-84 MoonDog

Denard Mills 3-31-84 Emma

10
Louis CLEAN - 196509 - 4-1-84 L.K

86

Ltr & Shp	Date	Inventor Off
Andre Davis	4/23/84	E. R.
Same	4/24/84	E. R.

C

0470

#13

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 12-10-83 Time of Arrest: 2100 I.D. No: 139107
Page 1 of 2 I.D. Estab. By: NV DRIVERS LICENSE

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
WILLIAMS,	FLETCHER	ROBERT	1927 YALE

TRUE NAME: LAST	FIRST	MIDDLE	CITY	STATE	ZIP
SAME			LV	NV	89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
081350	N	M	BLK	BRN	6'1	170	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530369931	H" & WILSON LVN 89106		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
9534	PCS W/I SELL PCP 453.337	☐	☐	☒	PC			☐	☒	☐
4804	RESIST P.O. 199.280	☒	☐	☐	PC			☒	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING: R. STALEY 1686
TRANSPORTING: J. BINGAMAN LVMPD 2097
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/I SELL 453.337, RESIST P.O. 199.280 at the location of HENRY'S LIQUORS, "H" & WILSON LVN 89106 and that the offense occurred at approximately 2100 hours on the 10 day of DECEMBER, 19 83.

ON 12/10/83 AT APPROXIMATELY 2100 HOURS, OFFICER JIM BINGAMAN, P#2097, AND MYSELF, DROVE UP TO HENRY'S LIQUORS, WHICH IS A KNOWN DRUG TRAFFICING AREA. FLETCHER WILLIAMS WAS STANDING OUT FRONT AND WHEN HE SAW OUR POLICE CAR HE QUICKLY WALKED INSIDE HENRY'S TO THE NORTHWEST CORNER OF THE BUSINESS. I WALKED INSIDE AFTER HIM TO SEE IF HE WAS DROPPING ANY NARCOTICS INSIDE AND THE SECURITY GUARD, EUGENE ROBISON, TOLD ME HE PUT TWO PCP CIGARETTES IN A BOTTLE ON A TABLE IN THE NORTHWEST CORNER. I TOLD WILLIAMS AT THE FRONT DOOR TO GO TO THE FRONT OF MY POLICE CAR. HE SAID, "FUCK YOU, I'M NOT DOING NOTHING."

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge

0471

Page ____

I TOLD HIM HE WAS UNDER ARREST AND GRABBED HIM BY THE LEFT ARM TO TAKE HIM TO THE FRONT OF OUR CAR. HE PULLED AWAY FROM ME AND SWUNG AT ME SEVERAL TIMES WITH BOTH ARMS. I PULLED HIM TO THE FRONT OF OUR CAR ABOUT 15 FEET FROM THE FRONT DOOR WHERE OFFICER BINGAMAN AND MYSELF HAD TO PHYSICALLY RESTRAIN HIM TO GET HANDCUFFS ON HIM. WHILE WE WERE TRYING TO GET THE HANDCUFFS ON HIM HE CONTINUED TO TRY AND FREE HIS ARMS FROM OUR GRASP AND HE KICKED AT US WITH HIS FEET. AFTER WE GOT THE HANDCUFFS ON HIM, HE CONTINUED TO TRY AND PULL AWAY FROM US. EUGENE ROBISON RETRIEVED THE BOTTLE WITH THE TWO CIGARETTES IN IT THAT WERE WRAPPED IN TIN FOIL WITH THE ODOR OF, "PCP." WILLIAMS WAS TRANSPORTED TO CENTRAL RECEIVING AND BOOKED ON THE LISTED CHARGES.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Stokes

PENDING

PAGE 1 OF 2 ☐ FIELD ☐ TELEPHONIC ☒ STATION ____ OR/BEAT D-1

LAS VEGAS METROPOLITAN POLICE DEPARTMENT PROPERTY REPORT

INCIDENT: NARCOTICS ARREST — DR: 83-87045

VICTIM'S NAME: (LAST, FIRST, MIDDLE) FIRM NAME IF BUSINESS: State of Nevada — RES.: N/A — BUS.: N/A — PHONE:

VICTIM'S ADDRESS (NO., STREET, CITY, STATE, ZIP CODE): 400 E. Stewart LV. NV 89101 — S.S. NO.: —

☐ LOST ☐ FOUND ☐ RECOVERED ☐ EVIDENCE ☐ SAFEKEEPING ☐ OTHER

I.D. NO.	D.O.B.	DESC.	SEX	HT.	WT.	HAIR	EYES	PLACE OF BIRTH
—	—	—	—	—	—	—	—	—

	MO.	DAY	YR.	DAY	TIME	REPORTED	MO.	DAY	YR.	TIME
OCCURRED ON OR BTWN.	12	10	83	SAT			12	10	83	21:35
AND										

LOCATION OF OCCURRENCE: Henrys Liquors "H" sto Wilson — PREMISES DESCRIPTION: Parking Lot

	Arrested	Charge	ID No.
Suspect No. 1: Williams Fletcher	Yes	PCS w/Intent Resist PO	139107
Suspect No. 2			
Suspect No. 3			

Recovered by	Address	Phone
Bingaman/Staley	LVMPD	386-3111

Hold for Prosecution	Proof of ownership	Registration check
Yes	NO	NO

Safe Custody	Release to Owner
No	NO

Owner notified	By	Date	Via
NO	N/A	—	—

PROPERTY

Pkg No.	Item No.	DESCRIPTION (Including Serial No., Model No., and Value if Known)
1	1	(1) small clear plastic zip lock baggie containing 2 Aluminum foil wrapped dark brown cigarettes with a strong ether odor believed to be the controlled substance PCP.
2	2	(1) Glass "CALIFORNIA COOLER" wine cooler bottle 12 OZ. size

WAS IDENTIFIABLE PROPERTY CHECKED THROUGH: N/A ☐ PAWN SHOP SECTION ☐ NCIC ☐ SCOPE (CRIME VICTIM)

SUPERVISOR APPROVING	P. NO.	PERSON REPORTING (SIGNATURE)
		Jim Bingaman

REPORTING OFFICER(S)	UNIT	P. NO.	CONNECTING REPORTS - TYPE & DR NO.
T. Bingaman	333	303 2097	
R. Staley	333	303 1686	Declaration/Arrest

FOUND PROPERTY: Property that is not obviously identifiable, not connected with a previously reported incident and whose owner cannot be identified, m be released to the finder after 90 days, if a written demand has been made not more than 90 days from the date of this receipt. If no claim is made within 9 days from receipt of the property, the property will be disposed of. All correspondence regarding found bicycles should be directed to Juvenile Bureau, L Vegas Metropolitan Police Department, 400 E. Stewart Avenue, Las Vegas, NV. 89101. All other correspondence should be addressed to: Evidence Custodia Las Vegas Metropolitan Police Department, 2300 E. St. Louis, Las Vegas, NV. 89104.

WEAPONS IMPOUNDED FOR SAFEKEEPING: Weapons impounded for safekeeping will not be released until at least 72 hours have elapsed from the time this report. For instructions on gaining release of the weapon, please call the Detective Bureau, Robbery Detail, 386-3591 on weekdays between the hours of a.m. and 4 p.m., after at least 72 hours have elapsed.

PROPERTY REPORT

DETAILS. Listed items recovered from the suspect and vicinity at the time of his arrest. The clear plastic baggie used by officers at the time of evidence impound to preserve the evidence

0473

RESUME
DISTR.
INDEX
STATS
FILE

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

OFFICER'S REPORT

D.R. No. 84-36893

NARCOTICS
Subject

Division Reporting UFSD Division of Occurrence UFSD

Date and Time Occurred 010584 2310 hrs. Location of Occurrence 616 N. "H" ST, LVN

DETAILS:

#15

SUSPECT: BEALS, WALTER LEE
ID#231649

O'NEAL, TONY RAY
NMA, ID#222215

NIX, EARL LEE
NMA, DOB: 052060
SS#530669762
5'06, 145, W/3" JERRY CURL
DK COMPLEXION
LKA: 1225 W. WASHINGTON

DETAILS:

On 1/5/84 at approximately 2310 hrs., I, Officer K. Rodgers P#2304 and Officer L. Hanna P#2430, operating as Unit 1D, were on routine patrol in the area of Henry's Liquor located in the 600 block of N. "H" Street. Upon approaching the front of the bar, we observed two negro males, later identified as suspect #1 and #2, standing just north of the entrance to the Brown Bomber at 616 N. "H" Street. As we pulled into the lot we observed the subjects become very nervous and began to walk to the door, so we pulled up on them and told them to stand in front of the patrol car. At that time Officer Hanna recovered four (4) Sherm sticks in front a red Cadillac which was approximately eight to ten feet from the subjects. As Officers were approaching the subjects they dropped their hands to their sides as if throwing something to the ground. Both subjects were placed in front of the patrol car, handcuffed and advised they were under arrest for Possession of Controlled Substance With Intent to Sell and Possession of Controlled Substance.

While further investigating the area of both Henry's and the Brown Bomber, six (6) sticks were recovered from the garbage can area in front of Henry's Bar from a Kool cigarette pack, and also nine (9) additional sticks were recovered from a brown plastic prescription bottle from the restroom of the

Date and Time of This Report Officer Per. No.

Approved Officer K. RODGERS Per. No. 2304

SIGNATURE

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

DR 84-36893

CONTINUATION REPORT

ID

Page 2

DETAILS CONTINUED:

Brown Bomber. All items were impounded under this DR#.

Item #1, the first four (4) sticks, were impounded as evidence against the above two suspects.

Item #2 was in the vicinity of suspect'#3 listed above and due to the fact that his name is frequently mentioned during these Officers investigation of "Sherm" sales in that area, he is listed as a possible suspect. Nobody was in the vicinity of Item #3, being the plastic bottle containing the other nine (9) sticks from the Brown Bomber.

Beals and O'Neal were transported to the Clark County Jail where they were booked accordingly and the evidence was also impounded.

OFFICER K. RODGERS/PN 2304

KR/grave

Date and time dictated: 01-06-84, 0030 hours
Date and time transcribed: 01-06-84, 0810 hours

cc: Special Investigation-Licensing Division
Georgia Schreiner
West Sub-Station

#16

2414/370

0476

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 1-4-83 Time of Arrest: 2315 I.D. No: 631236

Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
RIVERA	DANIEL		4300 LVBLVD NORTH # 250
TRUE NAME: LAST	FIRST	MIDDLE	CITY: LV STATE: NV ZIP: 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
11/12/61	WHI	M	BRN	BRN	6-02	190	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC / LV	CITIZENS ARREST
103-54-8714	"H" / WILSON (HENRY'S PARKING LOT)	☐ CC ☒ LV	☐ YES ☒ NO

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	COURT JC	COURT DC
1200	LVC-11.36.010 BNL $ 310 FTA/WALK AGAINST DON'T WALK SIGN	☒	☐	☐	BW		BW057942	☒	☐	☐
9532	P.C.S. NRS 453.336 (PCP)	☐	☐	☒	PC	84-36794	—	☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ TRANSPORTING

RODGERS / HANNA / LVMPD 2304/29
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 2 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSS.CONT.SUB.(PCP) at the location of 600 "H" STREET and that the offense occurred at approximately 2325 hours on the 4th day of JANUARY, 1984.

That Officer K. Rodgers (2304) and I were patrolling in the area of Henry's Liquor, located in the 600 block of "H" Street in the City of Las Vegas, County of Clark, State of Nevada, said establishment a known gatherin place for narcotics users and sellers, when we saw a subject, later identifi as Rivera, walking away from the front of the buildings into the vacant lot south of the buildings.

We stopped Rivera and found him to be in possession of two foil wrapped cigarettes with a strong chemical odor which we believed to be P.C.P. --

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

for the sheriff

Declarant 2430

First Appearance: Date Time Court: Justice ☐ Municipal ☐ Juvenile ☐

"sherm sticks."

Rivera was placed under arrest for Possession of a Controlled Substance (PCP). A records check on Rivera revealed an outstanding bench warrant for FTA Fail to Obey Pedestrian Signal #057942, bail $310.

Rivera said that he had walked to the front of Henry's Liquor and that a subject approached him and sold him the two "sherm sticks" for $20.00. We were unable to locate the aforementioned subject.

Rivera was subsequently booked into the jail annex on the above charges and the two "sherm sticks" were booked into evidence.

...tion is restricted to Criminal
...Y Secondary
...Criminal J...
...PE...
By: ...
I-38A

When done, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant 2430

#17

CITY COUNCIL MINUTES - JUNE 6, 1984

0478

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 01/06/84 Time of Arrest: 0045 I.D. No: 605635

Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
NIX	EARL	LEE	1225 W. WASHINGTON
TRUE NAME: LAST	FIRST	MIDDLE	CITY: LV STATE: NV ZIP: 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
5/20/60	NEG	M	BLK	BRN	5-06	145	TALULA LA

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530 66 9762	600 BLK N. "H" ST.		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
9534	P.C.S. W/INTENT (PCP) 453.337	☐	☐	☒	PC	84-36912		☐	☒	☐
	Dissemination restricted to Criminal Justice Agencies Only. Secondary dissemination to Non-Criminal Justice Agencies is prohibited. Rel To: Hanna Date: 1-6-84 Las Vegas Metropolitan Police Department By: SH	☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING TRANSPORTING: RODGERS / HANNA / LVMPD / 1230/2130

Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 3 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSS OF CONT. SUB W/INTENT at the location of 632 N. "H" ST. LVN and that the offense occurred at approximately 0045 hours on the 6TH day of JANUARY, 19 84.

THAT I, OFCR. K. RODGERS, AND OFCR. L. HANNA WERE ON ROUTINE PATROL IN THE AREA OF HENRYS' LIQUOR AND OBSERVED A SUBJECT KNOWN TO US AS EARL NIX STANDING IN FRONT OF THE DOOR. NIX IS A KNOWN NARCOTICS SELLER AND THAT PARTICULAR AREA IS FREQUENTED BY MANY NARCOTICS SELLERS. WE QUICKLY PULLED INTO THE LOT AND I EXITED. I APPROACHED NIX AND TOLD HIM TO GO STAND IN FRONT OF THE PATROL CAR. AS HE MOVED AWAY I OBSERVED A KOOL CIGARETTE PACK CONTAINING TWO DARK BROWN FOIL WRAPPED CIGARETTES EMITTING A STRONG ETHER-TYPE ODOR BELIEVED TO BE THE CONTROLLED SUBSTANCE P.C.P. WHICH WAS PARTIALLY UNDER HIS RIGHT FOOT. DUE TO THE FACT THAT THESE OFFICERS HAVE MADE NUMEROUS

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Kenneth L Rodgers

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ____

LVMPD 22 (REV. 9-83)

RECORDS COPY

NARCOTICS ARRESTS AT THIS LOCATION, THAT WE HAVE OBSERVED A LARGE AMOUNT OF VEHICLE TRAFFIC THROUGH THE PARKING LOT AND THAT NIX WAS IN POSSESSION OF MORE THAN ONE "SHERM STICK", NIX WAS PLACED UNDER ARREST FOR THE ABOVE CHARGE, HAND-CUFFED, AND TRANSPORTED TO THE JAIL WHERE HE WAS BOOKED ACCORDINGLY.

THE EVIDENCE WAS IMPOUNDED UNDER THE SAME DR NUMBER 84-36912 THERE WAS ALSO ANOTHER IMPOUND AT 2310 HRS INVOLVING MR. NIX UNDER DR# 84-36893. FOR FURTHER INFO. SEE THAT DR#.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Kenneth + Rodgers

#18

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 1-8-84 Time of Arrest: 2200 I.D. No: 20037
Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
CRALES, ROY	LEE		712 MORGAN
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
SAME			LV NV 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
6-19-51	BLK	M	BLK	BRN	56	155	UNK

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530-38-7218	HENRYS BAR / HST & WILSON		

BKG. CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
5213	C.C.W / PISTOL NRS 202.350	☐	☒	☐	PC	84-37371		☐	☒	☐
5214	X FELON POSS F/A NRS 202.360	☐	☐	☒	PC	84-37371		☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒
TRANSPORTING ☒

ANTHONY / BURRIS / LVMPD 12147/2146
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with L.V.M.P.D. (Department), Clark County, Nevada, being so employed for a period of 3.5 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of C.C.W NRS 202.350 / X-FELON POSS F/A at the location of HENRYS BAR / HST & WILSON and that the offense occurred at approximately 2200 hours on the 8 day of JAN., 19 84.

THAT R/O WAS DISPATCHED TO HENRYS BAR IN REFERANCE TO SECURITY AT THAT LOCATION HAVING A SUBJECT IN CUSTODY FOR CARRYING A CONCEALED WEAPON. R/O ARRIVED AND FOUND A SUBJECT, WHO IDENTIFIED HIMSELF AS ROY GRAVES, IN HANDCUFFS. A SECURITY OFFICER FOR HENRYS BAR, EUGENE ROBINSON, RELAYED THE FOLLOWING INFORMATION. THAT SECURITY OFFICER ROBINSON HEARD WHAT SOUNDED LIKE FIRECRACKERS COMING FROM THE PARKING LOT OF HENRYS BAR. HE WENT OUTSIDE AND OBS

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant [signature] 214

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

FIND SOMEONE SHOOTING OFF FIRECRACKERS

OFFICER ROBINSON THEN LOOKED TOWARDS THE EAST DOOR AND SAW A NEGRO MALE FROM THE EQUAL WAISTBAND OF THIS SUBJECT, HE OBSERVED THE BUT OF A PISTOL PROTRUDING OUT. OFFICER ROBINSON AND HIS PARTNER DETAINED THIS SUBJECT AND TOOK WHAT WAS FOUND TO BE A 32 CAL H&R REVOLVER FROM HIS WAISTBAND. OFFICER ROBINSON ADVISED THAT THE SUBJECT WAS WEARING A WAIST LENGTH COAT, WHICH WAS ALSO OBSERVED BY THE B/O, HOWEVER THE WEAPON COULD BE PARTIALLY OBSERVED NEXT TO THE OPENING OF THE COAT.

B/O CHECKED ROY GRAVES NAME WITH LVMPD RECORD AND FOUND THIS SUBJECT IS AN EX-FELON FOR INVOLUNTARY MANSLAUGHTER IN 1979 AND POSS OF A CONT. SUBSTANCE IN 1981, BEING REGISTERED AT 712 MORGAN.

B/O ADVISED SUBJECT HE WAS UNDER ARREST FOR BOTH LISTED CHARGES

THE ABOVE OCCURRED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA.

Declarant declares that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (felonies misdemeanors or for trial of charges are a misdemeanor).

Declarant 2/87

HENRY'S

#19

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 1-8-84 Time of Arrest: 2300 I.D. No: 311222
Page 1 of 2 I.D. Estab. By: D/A

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
GUY	LEE	OELL	1905 HELEAL ST.
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			NLV NEV 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
6-15-56	N	M	BLK	BRO	5'5"	125	LOUIS.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530 44 0543	H ST / WILSON		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	COURT JC	COURT DC
2352	RCS. 453.336 (PCP)	☐	☐	☒	AC	84-37370		☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ BURRIS - ANTHONY / LVMPD / 1958 12197
TRANSPORTING ☐
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 4 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSS. CONT. SUB. at the location of H ST / WILSON and that the offense occurred at approximately 2300 hours on the 8 day of JAN, 19 84.

THAT MY PARTNER S. ANTHONY 2197 AND MYSELF OFFICER T. BURRIS 1958 WERE DISPATCHED TO HENRY'S BAR IN REFERENCE TO A SUBJECT IN CUSTODY WITH A GUN. UPON ARRIVAL AT HENRY'S BAR I NOTICED A NEGRO MALE SUBJECT WEARING A BROWN JACKET TO BE LEANING INTO A CAR STOPPED IN THE MIDDLE OF THE STREET. AS THE SUBJECT OBSERVED THE PATROL CAR I OBSERVED HIM TO STAND UP AND PUT A SHINNY METALIC ITEM

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant T. Burris

First Appearance: Date _____ Time _____ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 9-83)

INTO HIS MOUTH. FEELING THAT POSSIBLE NARCOTIC ACTIVITIES WERE TAKING PLACE, AS THIS AREA IS KNOWN FOR THE HIGH USE AND DISTRIBUTION OF DANGEROUS DRUGS PRIMARILY PCP WHICH IS COMMONLY WRAPPED IN ALUMINUM FOIL THAT IS VERY SUSPECT, I PROCEEDED TO THE SUBJECT IN THE BROWN JACKET TO INVESTIGATE FURTHER. AS I STEPPED UP TO THE SUBJECT I NOTED THAT HIS RIGHT CHEEK OF HIS FACE WAS BULGING OUT AS IF SOMETHING WAS IN HIS MOUTH. I THEN ASKED HIM HIS NAME TO WHICH HE STATED "LEE GUY" AND UPON HIS SPEAKING I NOTED A VERY STRONG ODOR OF ETHER COMMON WITH THE SUBSTANCE PCP TO BE EMITTING FROM HIS MOUTH. I THEN ASKED LEE GUY TO OPEN HIS MOUTH AND WHEN HE DID I NOTICED A PIECE OF ALUMINUM FOIL THAT APPEARED TO BE WRAPPED AROUND SOMETHING, TO BE BETWEEN HIS TEETH AND RIGHT CHEEK.

I THEN FEELING THAT THE ITEM IN HIS MOUTH CONTAINED NARCOTIC RECOVERED IT AND FOUND IT TO BE ONE ALUMINUM WRAPPED BROWN CIGARETTE CONTAINING A SUBSTANCE BELIEVED TO BE PCP. I THEN ADVISED LEE GUY THAT HE WAS BEING PLACED UNDER ARREST FOR POSS. CONT. SUB AND OF HIS RIGHTS PER MIRANDA, THEN TRANSPORTED HIM TO CENTRAL RECIEVING AND BOOKED HIM ACCORDINGLY.

(... that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing ... or for trial if charges are a misdemeanor).

Declarant T. Buzzell

#20

0484

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 01-08-84 Time of Arrest: 2245 I.D. No: 430502

Page ___ of ___ I.D. Estab. By: NO OTHERS I.D.

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
LAWHORN	THOMAS	EDWARD JR.	408 LEONARD
TRUE NAME: LAST	FIRST	MIDDLE	CITY: LV STATE: NV ZIP: 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
07-25-59	N	M	BLK	BRN	6'2	160	LV, NV

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC ☐ LV	CITIZENS ARREST ☐ YES ☒ NO
530533771	WILSON & "H" ST.		

BKG-CODE	CHARGE DRD/NRS NO.	M	GM	F	ARREST TYPE*	OR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
9532	PCS W/INTENT 453.337 (PCF)	☐	☐	☒	PC	84-87375		☒	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING / TRANSPORTING: R STALEY / LVMPD / 1686
-- Officer's Name / Agency / P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/INTENT TO SELL 453.337 at the location of WILSON AND "H" STREETS LVN, 89106 and that the offense occurred at approximately 2245 hours on the 08 day of JANUARY, 19 84.

On 01/08/84 at approximately 2245 hours, while operating as unit 3E12, I saw a NMA standing next to a 1979 yellou Buick with two NFA'S in it. The car was parked on Wilson Street at "H" Street next to Henry's Bar. The NMA was standing in the street at the drivers side of the car facing eastbound. When I drove up to them the NMA looked like he was holding something in his right hand as his hand was clasped. He turned his back to me and put his right hand down in front of him and pushed something under the car by the left rear tire with his foot.
I found on the ground just in front of the left rear tire, a piece of folded

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant: Richard M. Staley

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 9-83)

RECORDS COPY

paper with three cigarettes inside. The cigarettes were separately wrapped in tin foil with the odor of PCP. The NMA was identified as Thomas Lawhorn. I smelled both of his hands and his left hand had no odor about it and the left hand was dry. I smelled his right hand and it had the odor of PCP and it was sweaty as though he had been holding something in it. I gave him his rights to which he said he understood. He said the cigarettes were his and he was going to sell them to the females in the car. At first he said he got them from Willie Cook and then he said he got them from a man named Shelby. He was arrested for PCS with intent to sell and transported to Central Receiving and booked.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

Copies #21

CITY COUNCIL MINUTES - JUNE 6, 1984 4 - NKY's

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 01-14-84 Time of Arrest: 2215 I.D. No: 276731
Page ___ of ___ I.D. Estab. By: ___

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
VAUGHN	DONALD	LYNN	1228 W. WASHINGTON
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			LV NV 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
040753	N	M	BLK	BRN	5 11	175	LV, NV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC ☐ LV	CITIZENS ARREST ☐ YES ☒ NO
530-52-7488	WILSON & "H"		

BKG-CODE	CHARGE ORO/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	OC
2534	PCS WITH INTENT TO SELL (PCP) 453.337	☐	☐	☒	PC	84-38384		☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING / TRANSPORTING: ☒ STALEY — BURRIS — LVMPD — 1686 / 1958

Officer's Name | Agency | P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/INTENT TO SELL 453.337 at the location of Wilson and "H" Streets, LVN, 89106 and that the offense occurred at approximately 2215 hours on the 14 day of January, 19 84.

On 01/14/84 at approximately 2215 hours, Officer Tim Burris P#1958, and myself, operating as unit 3D3, saw a car parked on Wilson Street next to Henry's Bar with the lights on. Standing in the street bending over at the drivers window of the car we saw a negro male adult. When we drove up, the car sped off eastbound and the NMA walked northbound across Wilson Street. We drove up to him & directly in front of our police car he dropped two cigarettes from his left hand that were separately wrapped in tin foil. Officer Burris detained the NMA who was identified as Donald Lynn Vaughn.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ___

First Appearance: Date ___ Time ___ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ___

0487

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 01-14-84 Time of Arrest: 2215 I.D. No: 27[illegible]

Page ___ of ___ I.D. Estab. By: ___

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
VAUGHN,	DONALD	LYNN	1228 W. WASHINGTON
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			LV / NV / 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
040753	N	M	BLK	BRN	5 11	175	LV, NV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC / LV	CITIZENS ARREST
531-50-7488	WILSON & "H"	☒ CC ☐ LV	☐ YES ☒ NO

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	OR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	OC
9534	PCS WITH INTENT TO SELL (PCP) 453.337	☐	☐	☒	PC	84-38384		☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

	Officer's Name	Agency	P#
ARRESTING	STALEY	LVMPD	1684
TRANSPORTING ☒	BURRIS	LVMPD	1958

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/INTENT TO SELL 453.337 at the location of Wilson and "H" Streets, LVN, 89106 and that the offense occurred at approximately 2215 hours on the 14 day of January, 19 84.

On 01/14/84 at approximately 2215 hours, Officer Tim Burris P#1958, and myself, operating as unit 3D3, saw a car parked on Wilson Street next to Henry's Bar with the lights on. Standing in the street bending over at the drivers window of the car we saw a negro male adult. When we drove up, the car sped off eastbound and the NMA walked northbound across Wilson Street. We drove up to him & directly in front of our police car he dropped two cigarettes from his left hand that were separately wrapped in tin foil. Officer Burris detained the NMA who was identified as Donald Lynn Vaughn.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ___

First Appearance: Date ___ Time ___ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ___

LVMPD 37 (REV. 9-83)

I picked up the two cigarettes that he dropped and they had the odor of "PCP." I gave Vaughn his rights to which he said he understood and he was arrested for PCS with intent to sell.

#22

NOTY COUNCIL MINUTES JANUARY 16 1984

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

0489

Date of Arrest: 01-14-84 Time of Arrest: 2015 I.D. No: 61493

Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
HARVEY,	LEONARD	GERELL	4049 FERNLEAF

TRUE NAME: LAST	FIRST	MIDDLE	CITY	STATE	ZIP
			NLV	NV	89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
040263	N	M	BLK	BRN	5'9	145	LV, Nv.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST		CITIZEN ARREST
530646353	632 "H" ST LVN, 89106	☐ C ☐ V	☐ YES ☐ NO

BKG-CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NC: NUMBER	COURT LV JC DC
4534	PCS W/INTENT SELL (PCP) 453.337	☐ ☐ ☒	PC	84-38301		☐ ☒ ☐
	Lts Drugs $50	☒ ☐ ☐	BW		3231-85	☐ ☒ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. R - REMAND

ARRESTING ☒ TRANSPORTING ☒	STALEY		166
	BURRIS	LVMPD	195
	Officer's Name	Agency	P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS That he is a peace officer with LVMPD (Department), Clark County, Nevada being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead him to believe that the above named subject committed (or was committing) the offense of PCS W/INTENT SELL 453.33[illegible] at the location of 632 "H" ST. LVN, 89106 and that the offense occurred at approximately 2015 hours on the 14 day of JANUARY, 19 84.

ON 01-14-84 AT 2015 HOURS OFFICER BURRIS P-195 - MYSELF WERE AT HENRY'S BAR, 632 "H" STREET DOING A BAR CHECK. THIS IS A KNOWN DRUG TRAFFICING AREA & IN THE FRONT PARKING LOT I SAW HARVEY DRIVER WITH OTHER NMA'S STANDING IN THE PARKING LOT POSSIBLY INVOLVED IN A DRUG TRANSACTION. I WAS ON FOOT & WHEN HARVEY SAW ME HE RAN TOWARDS THE BUILDING & THREW DOWN TWO CIGARETTES WRAPPED IN

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

8 hl HRP

Declarant Richard T. Staley

First Appearance: Date _____ Time _____ Court: Justice ☒ Municipal ☐ Juvenile ☐

Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

RECORDS COPY

TIN FOIL. I CAUGHT HARVEY & RETRIEVED THE CIGARETTES WHICH HAD THE ODOR OF "PCP." I GAVE HIM HIS RIGHTS & HE SAID HE UNDERSTOOD THEM & WOULD TALK TO ME. HE ADMITTED HE THREW THE "PCP" DOWN & SAID HE WAS SELLING THEM. BOTH OF HIS HANDS SMELLED OF "PCP." HE WAS ARRESTED FOR PCS WITH INTENT TO SELL & BOOKED AT CENTRAL RECEIVING.

AT CENTRAL RECEIVING HE WAS ALSO BOOKED FOR "POSSESSION OF CONTROLLED SUBSTANCE NOT TO BE INTRODUCED INTO INTERSTATE COMMERCE." BW #3231-83F, $50.00 BAIL.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant R. Brandon M. Staley

#23

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

0491

Date of Arrest: 1-15-84 Time of Arrest: 1200 I.D. No: 282059
Page 1 of ___ I.D. Estab. By: ___

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
OTTEY	DWAYNE		633 VERONICA
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP: N.L.V. NV. 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
10-3-54	N	M	BLK	BRO	6-2	150	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☐ LV	CITIZENS ARREST ☐ YES ☐ NO
530-84-8086	HENRY'S BEER BAR 616 N. H ST		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	COURT JC	COURT DC
9554	PCS W/INTENT TO SALE (MARIJUANA)	☐	☐	☒	P/C	84-35345		☐	☒	☐
	453.337	☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ TRANSPORTING ☒

R. RAY R. STALEY LVMPD 1374/168
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LAS VEGAS METRO (Department), Clark County, Nevada, being so employed for a period of 3 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSSESSION OF CONTROLED SUBST W/INTENT TO SALE. and that the offense occurred at approximately the location of 616 N. H ST HENRY'S BAR 1700 hours on the 15 day of JANUARY, 19 84.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ___

First Appearance: Date ___ Time ___ Court: Justice ☐ Municipal ☐ Juvenile ☐

ID# 282059

DR# _____

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 5 years (~~MONTHS~~). That He learned the following facts and circumstances which lead Him to believe that DWAYNE OTTEY committed (or was committing) the offense of PCS W/INTENT TO SELL MARIJUANA NRS 453.337 at the location of 616 N. "A" STREET, LAS VEGAS, NEVADA 89106 That the offense occurred at approximately 1500 hours on the 15TH day of JANURARY, 19 84.

On 1-15-84 at approximately 1500 hours, Officer R. Ray P#1374 and myself operating as unit 3D3, drove into the parking lot at 616 N. "A" Street, Las Vegas, Nevada. We saw a grey Cadillac backed into the business with two negro males in the front seat of the Cadillac and a negro male standing at the passenger window. The negro male standing at the passenger window was holding a baggie with a green substance in it and he handed it to the passenger. Believing that this may have been narcotics that these people were handling, we walked up to the car and in plain view between the two negro males seated in the front seat of the car I saw three baggies of Marijuana. The negro male standing outside of the car was identified as Donald Miller. The passenger in the car was identified as Glen Hayes and the driver was identified as Dwayne Ottey.

I gave all three subjects their Miranda Rights to which they said they understood and would speak to us. Miller said he was walking by the car and one of the subjects in the car asked him if he wanted to buy some grass. He said he was holding the one bag of Marijuana, that is when we drove up and he handed it back to the passenger, who was Glen Hayes.

We arrested Ottey and Hayes for Possession of Controlled Substance with Intent to Sell Marijuana NRS 453.337 and transported them to Central Receiving where they were booked accordingly.

RS/ep
TRANSCRIBED: 1-15-84/1812

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

ID# 689041

DR# _____

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that GLEN HAYES committed (or was committing) the offense of PCS W/INTENT TO SELL MARIJUANA NRS 453.337 at the location of 616 N. "A" STREET, LAS VEGAS, NEVADA 89106 That the offense occurred at approximately 1500 hours on the 15TH day of JANURARY, 19 84.

On 1-15-84 at approximately 1500 hours, Officer R. Ray P#1374 and myself operating as unit 3D3, drove into the parking lot at 616 N. "A" Street, Las Vegas, Nevada. We saw a grey Cadillac backed into the business with two negro males in the front seat of the Cadillac and a negro male standing at the passenger window. The negro male standing at the passenger window was holding a baggie with a green substance in it and he handed it to the passenger. Believing that this may have been narcotics that these people were handling, we walked up to the car and in plain view between the two negro males seated in the front seat of the car I saw three baggies of Marijuana. The negro male standing outside of the car was identified as Donald Miller. The passenger in the car was identified as Glen Hayes and the driver was identified as Dwayne Ottey.

I gave all three subjects their Miranda Rights to which they said they understood and would speak to us. Miller said he was walking by the car and one of the subjects in the car asked him if he wanted to buy some grass. He said he was holding the one bag of Marijuana, that is when we drove up and he handed it back to the passenger, who was Glen Hayes.

We arrested Ottey and Hayes for Possession of Controlled Substance with Intent to Sell Marijuana NRS 453.337 and transported them to Central Receiving where they were booked accordingly.

RS/ep
TRANSCRIBED: 1-15-84/1812

Wherefore, Declarant prays, that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
CITY COUNCIL MINUTES - JUNE 6, 1984
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST 689041 0494

Date of Arrest: 1-15-84 Time of Arrest: 1700 I.D. No: 632738

Page 1 of 1 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
ALAN,	DAVID		633 VERONICA

TRUE NAME: LAST	FIRST	MIDDLE	CITY	STATE	ZIP
HAYES,	GLEN	ALAN	NLV	NV.	89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
2-27-57	N	M	BLK	BRO	6-1	160	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☒ YES ☐ NO
530-27-2830	HENRY'S BEER BAR		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	COURT JC	COURT DC
9534	PCS W/INTENT (MARIJUANA) TO SALE	☐	☐	☒	P/C	84-38345		☐	☒	☐
	NRS(453.337)	☐	☐	☐				☐	☐	☐
5013	ROBBERY NRS-200.380	☐	☐	☒	BW	83-20951	83F3550X	☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☐
TRANSPORTING ☐

R. RAY R. STACEY / LVMPD / 1327/60
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LAS VEGAS METROPOLITAN (Department), Clark County, Nevada, being so employed for a period of _____ years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of _____ at the location of _____ and that the offense occurred at approximately _____ hours on the _____ day of _____, 19___.

EXHIBIT C - CLV
Page 25 of 74

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 9-83)

#24

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

0495

Date of Arrest: 1-15-84 Time of Arrest: 2135 I.D. No: 399603

Page 1 of 2 I.D. Estab. By:

TRUE NAME: LAST	FIRST	MIDDLE	ADDRESS:	CITY	STATE	ZIP
WILLIAMS,	HAROLD	LOUIS	816 BALZAR	L.V.	NV.	8

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
4-9-61	N	M	BLK	BRO	5'11	150	MONROE LA

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC LV	CITIZENS ARREST
570-80-5062	632 E. "H" ST	X	☐ YES X NO

BKG CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
7582	Poss. Cont. Sub PCP 453.336	☐☐X	PC	84-35424		☐X
		☐☐☐				☐☐
		☐☐☐				☐☐
		☐☐☐				☐☐
		☐☐☐				☐☐
		☐☐☐				☐☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING X
TRANSPORTING ☐

R. RAY / L. STACEY / LVMPD 1374 / 132
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS 453.336 at the location of 632 "H" St. LVN, 89106 and that the offense occurred at approximately 2130 hours on the 15 day of January, 19 85.

On 01/15/84 at approximately 2130 hours, Officer Ralph Ray, P#1374, and myself, operating as unit 3D3, were standing on the sidewalk in front of Henry's Bar at 632 "H" Street. No one else was out front but us and a NMA walked out the front door with his hands in his coat pocket and I could smell the distinct odor of PCP coming from his person. I asked him if I could look in his clothing for the PCP that I could smell and he did not answer but he did take his hands out of his pockets and put them out to his side as if he didn't care. In his left coat pocket I found a Salem cigarette package

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Atkins

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐

containing two cigarettes separately wrapped in tin foil with the odor of PCP. I gave him his rights and he said he understood and would talk to me. He said he didn't know the cigarette package was in his pocket but he had his hand in the pocket and must have felt it. His left hand had the odor of PCP on it. He was identified as Harold Williams and transported to Central Receiving and booked for PCS.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard D. Slater

CITY COUNCIL MINUTES - JUNE 6, 1984

#25

0497

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 01/21/84 Time of Arrest: 0030 I.D. No: 370695
Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:		
BAKER,	LESTER	RICARDO	2036 IDASSELL		
TRUE NAME: LAST	FIRST	MIDDLE	CITY	STATE	ZIP
			NLV	NV.	

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
10-21-60	N	M	BLK	BRO	5'3"	115	LVN

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530-70-2861	632 "H" ST. (HENRY'S)		

BKG-CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
9532	PCS (PCP) 453.336	☐ ☐ ☒	PC	84-39331	—	☐ ☒
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
	NO. ISSUED	☐ ☐ ☐				☐ ☐
	DISTR. MDL	☐ ☐ ☐				☐ ☐
	INDEX	☐ ☐ ☐				☐ ☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

FILE

ARRESTING ☒ HANNA 230
TRANSPORTING ☒ RODGERS I LVMPD 1243
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 2 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSS. CONT. SUB. (PCP) at the location of 632 "H" STREET (HENRY'S BAR) and that the offense occurred at approximately 0030 hours on the 21st day of JANUARY, 19 84.

That Officer K. Rodgers (2304) and I were patrolling in the vicinity of 632 "H" Street, located in the City of Las Vegas, County of Clark, State of Nevada, when we saw a subject standing in front of Henry's Bar. When the subject, later identified as Baker, saw us he appeared to attempt to evade us by quickly entering the bar.

That we removed Baker from the bar and as we interviewed him I could smell a strong chemical odor coming from him, said odor I believed to be P.C.P. I reached into Baker's pocket and removed a foil wrapped cigarette with a strong chemical odor and I recognized the cigarette as a P.C.P. "sherm stick."

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Hanna 230

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 32 (REV. 12-83)

RECORDS COPY

EXHIBIT C - CLV
Page 28 of 74

That the aforementioned "sherm stick" was seized as evidence [illegible] aker was placed under arrest for Possession of a Controlled Substance (PCP).

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant [signature] 2430

#26

ID# 231649

DR# 84-40514

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 5 years (months). That He learned the following facts and circumstances which lead Him to believe that Walter Beals committed (or was committing) the offense of PCS W/INTENT TO SELL NRS 453.337 at the location of Wilson and H Street That the offense occurred at approximately 1845 hours on the 28th day of January, 19 84.

Officer Ralph Ray P# 1374 and myself were on a stake-out on the north-east corner of Wilson and H Street watching narcotics activity on that corner and in the general vicinity of Henry's Bar at 632 H Street.

We saw three negro males standing by a Mesquite tree and one of the negro males was wearing a long full length dark coat, we knew as Walter Beals. The other two negro males were identified as James Morris and Arthur Mitchell.

Walter Beals would stand directly inside the Mesquite tree and take something out of the tree and appeared to hand Morris and Mitchell an item. This was done approximately 6 or 7 times and each time Beals would hand Morris or Mitchell an object, they would approach cars on Wilson Street, or people walking on foot, and appeared to make a drug transaction.

All three of them stood at the tree numerous times while Beals appeared to be getting something out of the tree and putting it back into the tree, at the same time handing Morris and Mitchell an item. All three of them walked away when a police car drove by and we stopped them, as we could smell the odor of PCP coming about one of their persons. Mitchell was wearing a yellow beannie on top of his head and when I patted the top of his head through the yellow beannie I could feel what I believed to be a half-cigarette underneath his hat. When I removed the hat I found a half-cigarette rolled in tin foil with the odor of PCP.

I went to the tree where all three of them had been standing and directly on top of a branch right where all three of them were standing and Walter Beals appeared to be taking an item and putting the item back, I found a small glass bottle containing two cigarettes with the odor of PCP.

All three subjects were subsequently arrested for Possession of Controlled Substance With Intent to Sell and given their rights by myself. They were transported to Central Receiving and booked on that charge.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

RS/dw
Dictated: 1-28-84 1945 hrs.
Transcribed: 1-28-84 2005 hrs.

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge

THE FOLLOWING PAGE(S) ARE ILLEGIBLE/POOR QUALITY

0500

PAGE 1 OF 2 ☐ FIELD ☐ TELEPHONIC ☐ STATION SECTOR/BEAT

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
PROPERTY REPORT

INCIDENT

DR

VICTIM'S NAME: (LAST, FIRST, MIDDLE) FIRM NAME IF BUSINESS RES.
PHONE: BUS.

☐ LOST ☑ FOUND
☑ RECOVERED ☐ EVIDENCE
☐ SAFEKEEPING ☐ OTHER

VICTIM'S ADDRESS (NO., STREET, CITY, STATE, ZIP CODE) S.S. NO.

I.D. NO.	D.O.B.	DESC.	SEX	NT.	WT.	HAIR	EYES	PLACE OF BIRTH

OCCURRED ON OR BTWN.	MO.	DAY	YR.	DAY	TIME	REPORTED	MO.	DAY	YR.	TIME
AND										

LOCATION OF OCCURRENCE HENRY'S AGAIN PREMISES DESCRIPTION

Suspect No. 1	Arrested	Charge	ID No.
Suspect No. 2	Arrested	Charge	ID No.
Suspect No. 3	Arrested	Charge	ID No.

Recovered by	Address	Phone

Hold for Prosecution	Proof of ownership	Registration check

Safe Custody	Release to Owner

Owner notified	By	Date	Via

PROPERTY

Pkg No.	Item No.	DESCRIPTION Including Serial No., Model No., and Value if Known
	1	

WAS IDENTIFIABLE PROPERTY CHECKED THROUGH ☐ PAWN SHOP SECTION ☐ NCIC ☐ SCOPE (CRIME VICTIM)

SUPERVISOR APPROVING	P. NO.	PERSON REPORTING (SIGNATURE)

REPORTING OFFICER(S)	UNIT	P. NO.	CONNECTING REPORTS - TYPE & DR NO.

FOUND PROPERTY: Property that is not obviously identifiable, not connected with a previously reported incident and whose owner cannot be identified, m be released to the finder after 90 days, if a written demand has been made not more than 90 days from the date of this receipt. If no claim is made within 9 days from receipt of the property, the property will be disposed of. All correspondence regarding found bicycles should be directed to Juvenile Bureau, L Vegas Metropolitan Police Department, 400 E. Stewart Avenue, Las Vegas, NV, 89101. All other correspondence should be addressed to: Evidence Custodia Las Vegas Metropolitan Police Department, 2300 E. St. Louis, Las Vegas, NV, 89104.

WEAPONS IMPOUNDED FOR SAFEKEEPING: Weapons impounded for safekeeping will not be released until at least 72 hours have elapsed from the time this report. For instructions on gaining release of the weapon, please call the Detective Bureau, Robbery Detail, 386-3591 on weekdays between the hours of

ID# 367192

DR# 84-40514

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 5 years (months). That He learned the following facts and circumstances which lead Him to believe that James Morris committed (or was committing) the offense of PCS W/INTENT TO SELL NRS 453.337 at the location of Wilson and H Street That the offense occurred at approximately 1845 hours on the 28th day of January, 19 84.

Officer Ralph Ray P# 1374 and myself were on a stake-out on the north-east corner of Wilson and H Street watching narcotics activity on that corner and in the general vicinity of Henry's Bar at 632 H Street.

We saw three negro males standing by a Mesquite tree and one of the negro males was wearing a long full length dark coat, we knew as Walter Beals. The other two negro males were identified as James Morris and Arthur Mitchell.

Walter Beals would stand directly inside the Mesquite tree and take something out of the tree and appeared to hand Morris and Mitchell an item. This was done approximately 6 or 7 times and each time Beals would hand Morris or Mitchell an object, they would approach cars on Wilson Street, or people walking on foot, and appeared to make a drug transaction.

All three of them stood at the tree numerous times while Beals appeared to be getting something out of the tree and putting it back into the tree, at the same time handing Morris and Mitchell an item. All three of them walked away when a police car drove by and we stopped them, as we could smell the odor of PCP coming about one of their persons. Mitchell was wearing a yellow beannie on top of his head and when I patted the top of his head through the yellow beannie I could feel what I believed to be a half-cigarette underneath his hat. When I removed the hat I found a half-cigarette rolled in tin foil with the odor of PCP.

I went to the tree where all three of them had been standing and directly on top of a branch right where all three of them were standing and Walter Beals appeared to be taking an item and putting the item back, I found a small glass bottle containing two cigarettes with the odor of PCP.

All three subjects were subsequently arrested for Possession of Controlled Substance With Intent to Sell and given their rights by myself. They were transported to Central Receiving and booked on that charge.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

RS/dw
Dictated: 1-28-84 1945 hrs.
Transcribed: 1-28-84 2005 hrs.

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐

ID# 206007

DR# 84-40514

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 5 years (months). That He learned the following facts and circumstances which lead Him to believe that Arthur Mitchell committed (or was committing) the offense of PCS W/INTENT TO SELL NRS 453.337 at the location of Wilson and H Street That the offense occurred at approximately 1845 hours on the 28th day of January, 19 84.

Officer Ralph Ray P# 1374 and myself were on a stake-out on the north-east corner of Wilson and H Street watching narcotics activity on that corner and in the general vicinity of Henry's Bar at 632 H Street.

We saw three negro males standing by a Mesquite tree and one of the negro males was wearing a long full length dark coat, we knew as Walter Beals. The other two negro males were identified as James Morris and Arthur Mitchell.

Walter Beals would stand directly inside the Mesquite tree and take something out of the tree and appeared to hand Morris and Mitchell an item. This was done approximately 6 or 7 times and each time Beals would hand Morris or Mitchell an object, they would approach cars on Wilson Street, or people walking on foot, and appeared to make a drug transaction.

All three of them stood at the tree numerous times while Beals appeared to be getting something out of the tree and putting it back into the tree, at the same time handing Morris and Mitchell an item. All three of them walked away when a police car drove by and we stopped them, as we could smell the odor of PCP coming about one of their persons. Mitchell was wearing a yellow beannie on top of his head and when I patted the top of his head through the yellow beannie I could feel what I believed to be a half-cigarette underneath his hat. When I removed the hat I found a half-cigarette rolled in tin foil with the odor of PCP.

I went to the tree where all three of them had been standing and directly on top of a branch right where all three of them were standing and Walter Beals appeared to be taking an item and putting the item back, I found a small glass bottle containing two cigarettes with the odor of PCP.

All three subjects were subsequently arrested for Possession of Controlled Substance With Intent to Sell and given their rights by myself. They were transported to Central Receiving and booked on that charge.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

RS/dw
Dictated: 1-28-84 1945 hrs.
Transcribed: 1-28-84 2005 hrs.

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐

Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge

#27

0503

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 1-28-84 Time of Arrest: 2255 I.D. No: 271,931
Page 1 of ___ I.D. Estab. By: ___

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
[illegible] AKA;	MICHAEL	HARRIS	1228 W. WASHINGTON
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
VAUGHN	DONALD		L.V. NV. 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
4-7-58	B	M	BLK	BRO	6'2	185	LVN

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC / LV	CITIZENS ARREST
530-50-7458	HENRY'S LIQUORS 632 N "H" ST	LV	YES / NO

BKG. CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
4810	FLSE INFO TO POLICE OFFICER	X	PC			X
	NRS 197.190					
9534	POSS. W/ INTENT TO SELL (PCP)	X	PC	84-40529		X
	NRS: 453.337					
[illegible]	[illegible]					

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAN

ARRESTING / TRANSPORTING: X R. STALEY — R. RAY — LVMPD — 162 / 139
Officer's Name — Agency — P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/Intent Sell, False Info to P.O. at the location of Henry's Liquors 632 "H" St. LVN, 89106 and that the offense occurred at approximately 2255 hours on the 28 day of JANUARY, 19 84.

I saw Vaughn for about 20 minutes in front of Henry's Liquors approach several different vehicles and stay at each vehicle for about ten seconds. This is a common way narcotics are sold in the area. When I approached Vaughn on the north side of Henry's he turned his back partially to me and I saw him drop to the ground a cigarette wrapped in tin foil with the odor of PCP. I gave him his rights and he was arrested for PCS with intent to sell. He said his name was Michael Harris and that he had never been arrested before except for traffic charges. A grave yard officer came by our location and he told me that

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant [signature]

First Appearance: Date ___ Time ___ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ___

LVMPD 37 (REV. 12-83)

Page ____

the subject we had was not Michael Harris, but was Donald Vaughn. I asked him if his real name was Vaughn and he refused to answer. When we got him to the jail I had him run on scope under Donald Vaughn and the physical in scope was the same as his. Scope also said Vaughn had a scar on the right side of his neck and the subject we had did have a scar there. Vaughn still refused to tell us his name after we verified it and he was also booked for, False Information to a Police Officer.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

Copies #28

HENRYS

ID# 665414

DR#

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 3 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that SCOTT, STEVEN committed (or was committing) the ~~offense~~ of POSSESSION CONTROLLED SUBSTANCE W/I T/SELL at the location of "H" & WILSON, LAS VEGAS, NV That the offense ~~occurred at approximately~~ 2200 hours on the 27TH day of JANUARY, 1984.

That while Officer R. Staley and I, Officer R. Ray, were sitting in an apartment on the north side of Wilson St., near "H" St. We observed a subject identified as Steven Scott exhibit unusual behavior in the fact that he took off running by a car that was parked on Wilson St., ducked down and dropped some items onto the street. He then began walking into the desert.

Shortly thereafter, we observed a patrol car drove through Henry's Liquors and leave the area. As soon as the patrol car was gone, we observed Steven Scott go back over to the rear of that vehicle, which was sitting on Wilson St., pick up some items and then place them into an unknown type object. Scott then deposited something near a bush at the corner of "H" & Wilson.

A short time later Scott was stopped and I, Officer Ray, recovered from the bush at the corner of "H" & Wilson a Kool cigarette pack with two cigarettes, individually wrapped in tin foil, having an odor of PCP. We advised Steven Scott that he was being placed under arrest for Possession Controlled Substance With Intent To Sell. He was arrested for that charge and transported to Central Receiving. While at "H" & Wilson, Scott was advised of his rights.

After arriving at Central Receiving Scott was talking with Officer Staley and advised him that he would fill out a Voluntary Statement. A statement was filled out and Scott stated he had got the PCP from a subject named Paulo and was looking to make a few extra bucks. This statement was taken under DR#84-40415.

RR/jn
Date & time dictated: 01-27-84 / 2315 hrs.
Date & time transcribed: 01-27-84 / 2359 hrs.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

#29

0506

ID# 435614

DR# _____

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 3 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that HEWING, VERNON committed (or was committing) the ~~offense of~~ POSSESSION CONTROLLED SUBSTANCE W/I TO SELL at the location of "H" & WILSON, LAS VEGAS, NV That the offense occurred at approximately 2200 hours on the 27TH day of JANUARY, 1984.

I, Officer R. Ray, was sitting in a vacant apartment located on the north side of Wilson St., near "H" St. While sitting in the apartment we observed approximately 6 subjects on the street, approaching cars that would drive up and observing possible transactions taking place.

When a police car entered the area these subjects took off running and came to stop directly across from the apartment we were sitting in, in the desert area. One of the subjects was identified as Vernon Lavone Hewing.

When Officer Staley and I, Officer Ray, exited the apartment and confronted the subjects, they all began to walk in different directions. I observed Vernon Hewing turn away from Officer Staley and myself and I observed a number of objects fall from his left hand onto the ground. Officer Staley recovered three cigarettes, individuall wrapped in tin foil, having an odor of PCP on them. Vernon Hewing was advised that he was being placed under arrest for Possession Controlled Substance With Intent To Sell and was transported to Central Receiving where he was booked accordingly.

RR/jn
Date & time dictated: 01-27-84 / 2315 hrs.
Date & time transcribed: 01-27-84 / 2350 hrs.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

#30

EXHIBIT C - CLV
Page 38 of 74

ID# 163660

DR# 84-40397

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of five years (months). That He learned the following facts and circumstances which lead Him to believe that Sylvester Smith committed (or was committing) the offense of Possession Controlled Substance W/Intent To Sell at the location of Wilson and "H" Street, LVN That the offense occurred at approximately 1730 hours on the 27th day of January, 1984.

My partner, Ralph Ray, PN 1374, and myself were watching narcotics activity at Henry's Liquors, "H" and Wilson Streets.

We saw two NMA's, who I know to be Walter Beals and Sylvester Smith, run from the front parking lot of Henry's Liquors to cars travelling on Wilson Street and make what we believed to be drug deals.

This is a known area for narcotics deals and we saw Beals and Smith run up to approximately four or five cars and stay at each car for approximate ten seconds and go back to the front of Henry's Liquors.

One car drove eastbound on Wilson Street, from "H" Street, and it stopped on the north side of Henry's Liquors. Smith and Beals ran from the front parking lot of Henry's Liquors to the passenger's side of this car and when we walked up to them Walter Beals threw, from his right hand, one cigarette, wrapped in tin foil, with the odor of PCP. He threw the cigarette approximately ten feet to the ground behind him. I recovered the cigarette, which had the odor of PCP on it.

During a pat down of Sylvester Smith, I could feel in his right front pant pocket, from the outside of his clothing, what I believed to be a half of a cigarette wrapped in tin foil. This is a common way that PCP cigarettes are packaged and when I put my hand in his pockets to retrieve the item, it was a cigarette wrapped in tin foil, with the odor of PCP on it. In Smith's left front pants pocket I could also feel another half cigarette, possibly wrapped in tin foil and I retrieved it, and it was a half cigarette wrapped in tin foil, with the odor of PCP on it.

I gave both of them their rights and they stated that they understood them and they were transported to Central Receiving, where they were booked for PCS W/Intent.

RS/mm
Swing

Transc: 01-27-84/1935

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant

#31

ID# 231649

DR# 84-40397

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of five years (months). That He learned the following facts and circumstances which lead Him to believe that Walter Beals committed (or was committing) the offense of Possession Controlled Substance W/Intent To Sell at the location of Wilson and "H" Street, LVN That the offense occurred at approximately 1730 hours on the 27th day of January, 1984.

My partner, Ralph Ray, PN 1374, and myself were watching narcotics activity at Henry's Liquors, "H" and Wilson Streets.

We saw two NMA's, who I know to be Walter Beals and Sylvester Smith, run from the front parking lot of Henry's Liquors to cars travelling on Wilson Street and make what we believed to be drug deals.

This is a known area for narcotics deals and we saw Beals and Smith run up to approximately four or five cars and stay at each car for approximate ten seconds and go back to the front of Henry's Liquors.

One car drove eastbound on Wilson Street, from "H" Street, and it stopped on the north side of Henry's Liquors. Smith and Beals ran from the front parking lot of Henry's Liquors to the passenger's side of this car and when we walked up to them Walter Beals threw, from his right hand, one cigarette, wrapped in tin foil, with the odor of PCP. He threw the cigarette approximately ten feet to the ground behind him. I recovered the cigarette, which had the odor of PCP on it.

During a pat down of Sylvester Smith, I could feel in his right front pant pocket, from the outside of his clothing, what I believed to be a half of a cigarette wrapped in tin foil. This is a common way that PCP cigarettes are packaged and when I put my hand in his pockets to retrieve the item, it was a cigarette wrapped in tin foil, with the odor of PCP on it. In Smith's left front pants pocket I could also feel another half cigarette, possibly wrapped in tin foil and I retrieved it, and it was a half cigarette wrapped in tin foil, with the odor of PCP on it.

I gave both of them their rights and they stated that they understood them and they were transported to Central Receiving, where they were booked for PCS W/Intent.

RS/mm
Swing

Transc: 01-27-84/1935

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

#3.2

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

0509

Date of Arrest: 01-23-84 Time of Arrest: 2200 I.D. No: 656065
Page 1 of 2 I.D. Estab. By:

TRUE NAME: LAST	FIRST	MIDDLE	ADDRESS:
TIFFITH	CEDRIC	JEROME	807 GRANT

CITY	STATE	ZIP
L.V.	NV.	89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
11-15-63	N	M	Blk	Brn	5-9	162	L.V. NEV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☒ CC ☐ LV	CITIZENS ARREST ☐ YES ☒ NO
530-98-4257	WILSON & "H" ST.		

BKG-CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC D
4534	PCS. W/ INTENT TO SELL	☐ ☐ ☒	PC	84-39979		☐ ☒ ☐
	(PCP) NRS. 453.337	☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ R. STACEY
TRANSPORTING ☒ R. RAY

Officer's Name	Agency	P#
R. RAY	L.V.M.P.D.	1686 1374

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with L.V.M.P.D. (Department), Clark County, Nevada, being so employed for a period of 3 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS WITH INTENT TO SELL at the location of WILSON & "H" ST. and that the offense occurred at approximately 2200 hours on the 23 day of JANUARY, 19 84.

I OBSERVED CEDRIC TIFFITH FLAG DOWN A CAR BY (HENRY'S LIQUORS.) TIFFITH WALKED UP TO THE VEHICLE. OFFICER R. STACEY #1686 AND I OFFICER R. RAY #137 WERE STANDING APPROXIMATELY 12 FEET. TIFFITH TALKED TO THE OCCUPANTS SAID, "OPEN THE OTHER DOOR." OFFICER STACEY AND WALKED UP TO THE SUBJECT AND CONDUCTED A PAT DOWN OF TIFFITH. WHILE DOING SO A CIGARETTE FELL FROM THE BOTTOM OF TIFFITH'S

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Rafael Ray

First Appearance: Date _____ Time _____ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

SHIRT, OFFICER STALEY OBSERVED A SECOND CIGARETTE WRAPPED IN TIN FOIL FALL FROM THE BOTTOM OF TIFFITHS SHIRT TO THE GROUND. BOTH CIGARETTS WERE WRAPPED IN TIN FOIL AND HAD THE ODOR OF "PCP" ON THEM.

TIFFITH WAS ADVISED OF HIS RIGHTS BY OFFICER STALEY. CEDRICK TOLD ME THAT HE FOUND THE "SHERM" ON THE GROUND NEXT TO HENRY'S LIQUORS. CEDRICK ALSO TOLD ME THAT HE WAS GOING TO TRY TO MAKE SOME MONEY BY SELLING THE "SHERM" STICKS FOR $10.00 EACH.

CEDRICK WAS ARRESTED AND BOOKED FOR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Ralph Ray

#33

0511

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 1-23-84 Time of Arrest: 1840 I.D. No: 484072

Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
MOTEN,	BENNY	LEE	340 GARLAND
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			N.L.V. NV. 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
3-27-62	N	M	BLK	BRO	5-8	150	LOUISIANA

SOCIAL SECURITY NUMBER	LOCATION OF ARREST		CITIZENS ARREST
530-68-7641	932 N. "H" ST.	☒ LV	☐ YES ☒ NO

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
834	PCS W/ INTENT TO SELL	☐	☐	☒	PC	84-39759		☐	☒	☐
	NRS 453.337 (PCP)	☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING: R. STALEY — LVMPD — 1686
TRANSPORTING: R. RAY — LVMPD — 1394
Officer's Name / Agency / P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years. That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS WITH INTENT TO SELL 453.337 at the location of WILSON AND "H" ST. LVN, 89106 and that the offense occurred at approximately 1840 hours on the 23 day of JANUARY, 1984.

We saw Moten approach three different cars in about a five minute period. He went up to the first two cars at the drivers side&made what appeared to be a drug transaction. He was at these cars for about ten seconds each. The third car Moten approached I ran out to him when he was at the drivers side and I saw him drop to the ground with his left hand, one cigarette wrapped in tin foil with the odor of PCP. I gave him his rights and he was arrested and booked for PSC with intent to sell.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 9-83)

#34

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

0512

Date of Arrest: 1-22-84 Time of Arrest: 1740 I.D. No: 270553

Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
JOHNSON,	RUTHA		2237 SABER
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
ROSS	RUTHA		N.L.V. NV. 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
1-9-55	F	F	BLK	BRO	5-6	130	MISS.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530-52-0977	PARKING LOT HENRY'S BAR WILSON & H ST		

BKG. CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COUR LV JC
9532	POSS. CONT. SUB (PCP) 453.336	☐ ☐ ☒	PC	8439392		☐ ☒
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAN

ARRESTING ☒ R. STACEY 1686
TRANSPORTING ☐ C. RAY LVMPD 1130

Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS NRS 453.336 at the location of 632 "H" St. Las Vegas, Nv. 89106 and that the offense occurred at approximately 1740 hours on the 21 day of January, 19 84.

I saw a NMA standing next to a car in the parking lot at Henry' Liquors. He was at the passenger side and there was a NFA in the passenger seat and a NMA in the drivers seat. I could smell the odor of 'PCP" coming from the car or one of these people. I asked the occupants to get out of the car, the female upon exiting turned her back to the seat she was sitting in and I could see laying on the seat a cigarette wrapped in tin foil. She pushed the cigarette with her hand in an attempt to hide it from me. When she pushed the cigarette it only moved up on the seat a couple inches and she picked it up and threw

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Stiles

First Appearance: Date _____ Time _____ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

it on the floorboard of the car in front of where she was sitting. I picked the cigarette up and it had a strong odor of "PCP" on it. She was identified as Rutha Johnson. I gave Johnson her rights and arrested her for PCS. She was transported to Central Receiving and booked on that charge.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Hale

CITY COUNCIL MINUTES - JUNE 6, 1984

#35

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

051

Date of Arrest: 01-21-84 Time of Arrest: 1620 I.D. No: L89600
Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
REED	WILLIE	LEE	2026 COMSTOCK #A
TRUE NAME: LAST	**FIRST**	**MIDDLE**	**CITY / STATE / ZIP**
			NLV NV 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
021864	N	M	BLK	BRN	5'8	140	LV. NV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☐ NO
533628842	WILSON & "H" ST.		

BKG-CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
9532	PCS (PCP) 453.336	☐ ☐ ☒	PC			☐ ☒
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐
		☐ ☐ ☐				☐ ☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAN

	Officer's Name	Agency	P#
ARRESTING ☒	R. STALEY		1686
TRANSPORTING ☒	R. RAY	LVMPD	1374

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS 453.336 at the location of WILSON & "H" ST LVN 89106 and that the offense occurred at approximately 1622 hours on the 21 day of JANUARY, 1984.

I SAW REED BEND DOWN OUTSIDE AT THE PASSENGER SIDE OF A CAR. AFTER HE BENT DOWN I SAW A CIGARETTE WRAPPED IN TIN FOIL COME ROLLING UNDER THE CAR TOWARD THE DRIVERS SIDE. THERE WAS NO ONE ELSE OUTSIDE THE CAR & THERE WAS NO WIND. HE WAS GIVEN HIS RIGHTS AND HE SAID HE DID THROW THE CIGARETTE UNDER THE CAR & HAD JUST BOUGHT IT. THE

4 53 PH-84
JAIL 21

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

First Appearance: Date _____ Time _____ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

RECORDS COPY

CIGARETTE SMELLED OF "PCP" & SUSPECT WAS ARRESTED FOR PCP.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Clifford M. Sitton

Dissemination is restricted [illegible] Justice Agencies ONLY. Secondary dissemination to Non-Criminal Justice Agencies is PROHIBITED.
Ref. To: Haller
Date: 1-29-84
Las Vegas Metropolitan Police Department
By: K.J.

ID# 276931
DR# 84-40674

Copy #36

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 5 years (months). That He learned the following facts and circumstances which lead Him to believe that Donald Lynn Vaughn committed (or was committing) the offense of 2 Counts PCS With Intent To Sell NRS 453.337 at the location of Wilson and "H" Streets, That the offense occurred at approximately 1630 hours on the 29 day of January, 1984.

I saw Donald Vaughn standing in front of Henry's Bar at 632 "H" Street, and a beige colored Chevrolet Vega with Nevada Plate CXB953, drive down Wilson Street and stop next to Henry's Liquors.

Donald Vaughn, who was wearing blue jeans and a blue and gray colored shirt, went out to this Vega and bent down at the driver's side for approximately ten seconds.

This is a high narcotics area and I believed Donald Vaughn may have been selling narcotics to the occupants of the Vega.

I stopped the Vega at 705 Morgan Street, and it was occuppied by two Negro Female Adults. In plain view between the two seats, was a cigarette wrapped in tinfoil with the odor of PCP on it. Both females told me that they had just bought the PCP cigarette from a Negro Male at Henry's Liquors, and one of the females told me that the man who had sold it to them was about 6 feet tall, husky build, wearing a gray-type shirt, and close matted hair.

We drove to Henry's Liquors and saw Donald Vaughn standing at the passenger side of another car, and when he saw us, he put his right hand down along his right leg, as if he was hiding something.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

On the ground next to his right leg, I found a broken cigarette wrapped in tinfoil with the odor of PCP.

The car was occuppied by a Negro Female Adult and a Negro Male Adult, and both of them gave me voluntary statements stating that Vaughn approached their car and showed them a piece of tinfoil, and had asked them if they wanted to buy it.

Before we asked Vaughn any questions, he was given his Rights by Officer Ray, and he stated that he understood them and that he would speak to us.

Vaughn said that he had not sold any PCP to the people in the car at this time. When we told him about the Vega, he did admit that he did sell the PCP cigarette to the two females in the Vega.

Vaughn was arrested for 2 Counts of Possession of Controlled Substance With Intent To Sell and transported him to Central receiving and booked him on those charges.

OFFICER R. STALEY, P#1686

RS/kd
Dict: 1-29-84 / 1750 hours
Trans: 1-29-84 / 1824 hours

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

0518

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

VOLUNTARY STATEMENT DR NO. 84-401-74

TYPE CRIME CCW WITH INTENT TO SELL

DATE OCCURRED 01-29-84 LOCATION OF

TIME OCCURRED 1720 OCCURRENCE WILSON & "H" ST.

I, Merci Fair, am 30 years of age, home phone 457-4319

and my address is 3715 Glen bus. phone NONE

Charles going To Henry BAR for Liquor and This Black man standing in the street motioning like he was puffing on a Cigarette. We pull over to the curb and he run to the side of the car to the window and held up a piece of tinfoil. he ~~time~~ said Do you want to Buy. ~~time~~ then the police Drove up. he was identified as Donald Vaughn. he was the only one at our Car.

EXHIBIT C - CLV
Page 49 of 74

I have read this statement consisting of 1 page (s) and I affirm to the truth and accuracy of the facts contained herein.

This statement was completed at (location) OWENS & "H" St.

on the 29 day of JANUARY at 5:30 (AM/PM) 19 84.

WITNESS Raymond M. Stanley 16-80

Merci Fair
Signature of person giving voluntary statement

WITNESS _____

LVMPD 85 (12-76)

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

VOLUNTARY STATEMENT DR NO. 84-40674

TYPE CRIME POS W/INTENT TO SELL

DATE OCCURRED 01-29-84 LOCATION OF

TIME OCCURRED 1700 OCCURRENCE WILSON & "H" ST.

I, Charles Singleton, am 58 years of age, home phone 642-95

and my address is 1827 Ireland St. No. Las Vegas bus. phone

I was going to Freeway Liquor Store for liquor. We and my friend Mercy, Cynthia was in the middle of the street I had to pull around him to keep from hitting him. He was motion for me to stop, When I pulled over to curb to let my friend out to go in the store, he ran up to my car with a piece of pipe and kicked up we wanted to buy. Ed I and asking him to get away. Police showed up. He was identified through. Only one at the car.

EXHIBIT C - CLV
Page 58 of 74

I have read this statement consisting of 1 page (s) and I affirm to the truth and accuracy of the facts contained herein.

This statement was completed at (location) OWENS & "H" ST.

on the 29 day of January at 5:30 (AM/PM), 1984

WITNESS Raymond Stolz 1646

Charles Singleton
Signature of person giving voluntary statement

WITNESS

#37

0520

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 2-5-84 Time of Arrest: 2215 I.D. No: 672785
Page 1 of ___ I.D. Estab. By: ___

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
MATLOCK,	ODIES	CLINT	1402 J. STREET
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			L.V. NV. 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
10-1-53	N	M	BLK	BRO	5-11	130	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530-68-8732	H AND WILSON		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
9532	PCS W/INTENT TO SELL	☐	☐	☒	PC			☐	☒	☐
	(PCP) 483.337	☐	☐	☐		84-41824		☐	☐	☐
5213	CCW (GUN) NRS-202.350	☐	☒	☐	PC			☐	☒	☐
5220	POSS. UNREG. F/A 10.66.140	☒	☐	☐	PC			☒	☐	☐
5506	BURGLARY 205.060	☐	☐	☒	WA	84-39155	0295-84F	☐	☒	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ R. STALEY 1666
TRANSPORTING R. RAY LVMPD 1374
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~MONTHS~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/INTENT, CCW, POSS UNREG FIREARM at the location of WILSON & "H" ST. LVN, 89106 and that the offense occurred at approximately 2145 hours on the 05 day of FEBRUARY, 19 84.

I WAS WATCHING POSSIBLE NARCOTICS ACTIVITY AT HENRY'S LIQUORS, 632 "H" STREET, WHICH IS A HIGH NARCOTICS SALES AREA. IN ABOUT A 15 MINUTE TIME LAPSE I SAW A NMA WEARING A BROWN JACKET, BLUE JEANS, AND A GREYISH HAT APPROACH THREE DIFFERENT VEHICLES ON WILSON STREET NEXT TO HENRY'S LIQUORS. HE WOULD RUN FROM THE SIDEWALK IN FRONT OF HENRY'S TO THE SIDE OF THE VEHICLES AND MAKE WHAT I BELIEVED MAY HAVE BEEN DRUG TRANSACTIONS. HE WAS AT EACH VEHICLE FOR ABOUT 10 SECONDS. THE THIRD VEHICLE HE APPROACHED WAS A CAR AND HE WAS BENDING DOWN AT THE PASSENGER SIDE. WHEN HE SAW ME RUN UP TO HIM HE THREW A

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ___

First Appearance: Date ___ Time ___ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ___

LVMPD 22 (REV. 9-83)

BOTTLE ONTO THE ROOF OF HENRY'S THAT SOUNDED LIKE IT LANDED JUST ABOUT 5-10 FEET FROM THE EDGE OF THE ROOF ON THE NORTH SIDE. I FELT HE MAY HAVE THROWN THE NARCOTICS AND I GAVE HIM HIS RIGHTS TO WHICH HE SAID HE UNDERSTOO I PATTED HIM DOWN FOR ANY WEAPONS AND IN HIS UPPER INSIDE ~~RIGHT~~ LEFT COAT POCKET I FELT A HARD OBJECT THAT WAS IN THE SHAPE OF A GUN. I PULLED THE OBJECT OUT AND IT WAS A 25 CALIBER AUTOMATIC PISTOL WITH ONE LIVE ROUND IN THE CHAMBER.

HE WAS IDENTIFIED AS ODIES MATLOCK. I ASKED HIM WHAT HE THREW ON THE ROOF AND HE SAID IT WAS A GREEN HALF PINT BOTTLE. I WENT UP ON THE ROOF AND ABOUT 10 FEET FROM THE NORTH SIDE WHERE WE WERE STANDING AND IN THE DIRECTION HE THREW THE BOTTLE, I FOUND A GREEEN HALF PINT BOTTLE CONTAINING-

TWO CIGARETTES SEPARATELY WRAPPED IN TIN FOIL WITH THE ODOR OF "PCP."

THE GUN WAS NOT REGISTERED AND WE ARRESTED MATLOCK FOR, PCS WITH INTENT TO SELL, CARRYING A CONCEALED WEAPON, POSSESSION OF UNREGISTERED FIREARM, AND FOR A BURGLARY WARRANT # 0295-84F.

Dissemination is restricted to Criminal Justice Agencies Only. Secondary dissemination to Non-Criminal Justice agencies is PROHIBITED.

For: To: B. Staley 2-6-84

Las Vegas Metropolitan Police Department

By: mg

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant

#3 for filing

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

0522

Date of Arrest: 2-5-84 Time of Arrest: 2215 I.D. No: 672785

Page 1 of ____ I.D. Estab. By: ____

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
MATLOCK,	ODIES	CLINT	1107 J. STREET #09
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			L.V., NV. 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
10-1-63	N	M	BLK	BRO	5-11	130	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC / CITIZENS ARREST
530-68-8732	"HAND WILSON	☐ CC ☒ LV ☐ YES ☒ NO

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	COURT JC	COURT DC
5008	KIDNAPING 1ST DEGREE NRS: 200.320	☐	☐	☒	PC	84-41709		☐	☒	☐
5024	AWDW 200.471	☐	☐	☒	PC	84-41709		☐	☒	☐
4901	UDWICC 193.165	☐	☐	☒	PC	84-41709		☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING / TRANSPORTING: R. STALEY / R. RAY — LVMPD — 1686 / 1574
Officer's Name — Agency — P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of KIDNAPPING, AWDW, UDWICC at the location of "E" AND WASHINGTON LVN, 89106 and that the offense occurred at approximately 1925 hours on the 04 day of FEBRUARY, 19 84.

ON 02/05/84 AT APPROXIMATELY 2145 HOURS I ARRESTED MATLOCK AT HENRY'S LIQUORS FOR, PCS WITH INTENT TO SELL, CCW (GUN), POSSESSION OF UNREGISTERED FIREARM, AND A BURGLARY WARRANT. ALL UNDER DR#84-41824.

ON 02/04/84 AT 1929 HOURS I TOOK A REPORT FROM A VICTIM FOR, ASSAULT WITH WITH A DEADLY WEAPON, KIDNAP, AND USE OF A DEADLY WEAPON IN COMMISSION OF A CRIME. THE VICTIM SAID A NMA SUSPECT APPROACHED HIM AT "E" AND ADAMS STREETS. THE SUSPECT PULLED A GUN ON HIM AND MADE HIM WALK TO A VACANT LOT AT "E" AND WASHINGTON. AT THIS LOT THE VICTIM RAN FROM THE SUSPECT AND THE SUSPECT FIRED

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ____

First Appearance: Date ____ Time ____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ____

LVMPD 22 (REV. 9-83)

ONE SHOT. THE VICTIM DESCRIBED THE SUSPECT AS A NMA, 5'8 to 5'9, 18-19 YEARS OLD, BLACK MEDIUM LENGTH AFRO, SKINNY LEGS, AND POSSIBLY HAVING A PEACH FUZ TYPE OF MOUSTACHE. HE SAID THE GUN WAS A SMALL BLACK AUTOMATIC. HE THOUGHT THE SUSPECT WAS WEARING A BLUE JACKET-KHAKI TYPE MATERIAL, AND HE SAID HE WAS WEARING BLUE JEANS. ON THE SIDEWALK AT "E" AND WASHINGTON IN THE IMMEDIATE AREA WHERE THE SHOOTING TOOK PLACE, I FOUND ONE SPENT 25 CALIBER CARTRIDGE-MODEL "R-P."

ODIES MATLOCK, WHO WE ARRESTED AT HENRY'S LIQUORS, IS DESCRIBED AS FOLLOWS: NMA, 5'11,20 YEARS OLD, MEDIUM BLACK AFRO, SKINNY LEGS, AND A PEACH FUZ MOUSTACHE. THE GUN HE HAD IN HIS POSSESSION WAS A SMALL BLACK 25 CALIBER AUTOMATIC WITH ONE LIVE ROUND IN THE CHAMBER BEING A 25 CALIBER BULLET - MODEL "R-P." HE WAS WEARING A DARK BROWN KHAKI TYPE MATERIAL JACKET AND BLUE JEANS.

BECAUSE OF MATLOCKS PHYSICAL DESCRIPTION AND THE GUN HE WAS CARRYING IS VERY CLOSE TO THAT WHICH IS LISTED ON THE REPORT UNDER DR# 84-41709, HE WAS ARRESTED FOR- AWDW, KIDNAP, UDWICC.

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Dissemination is restricted to Criminal Justice Agencies ONLY. Secondary dissemination to Non-Criminal Justice Agencies is PROHIBITED.
By: B. Shirley
Date: 2-6-84
Las Vegas Metropolitan Police Department
By: ____

Remarks: Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ____

#30
1240

CITY COUNCIL MINUTES - JUNE 6, 1984

0524

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 02-06-84 Time of Arrest: 2230 I.D. No: 2885H
Page 1 of ___ I.D. Estab. By: SCOPE

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
MARKS	CLARENDA	YVONNE	901 WASHINGTON
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			LV NV 89

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
110555	N	F	BLK	BRN	5'4	150	NV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☒ CC ☐ LV	CITIZENS ARREST ☐ YES ☒ NO
496609893	HENRY'S BAR 632 "H" ST LVN 89106		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
9534	PCS WITH INTENT TO SELL	☐	☐	☒	PC	84-42021		☐	☒	☐
	(PCP) 453.337	☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

EXHIBIT C - CLV
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* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ R. RAY 1374
TRANSPORTING R. STALEY LVMPD 11686
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 3 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS WITH INTENT TO SELL at the location of 632 "H" ST LVN 89106 and that the offense occurred at approximately 2232 hours on the 06 day of FEBRUARY, 19 84.

I SAW CLARENDA MARKS STANDING NEXT TO A VEHICLE IN HENRY'S PARKING LOT. WHEN MARKS SAW THE THE POLICE VEHICLE SHE BEGAN WALKING AWAY. I APPROACHED MARKS WHILE SHE WAS STANDING ON THE SIDEWALK IN FRONT OF HENRY'S LIQUORS. MARKS DROPPED A SMALL BROWN CIGARETTE FROM HER RIGHT HAND ONTO THE GROUND. THE CIGARETTE HAD AN ODOR OF "PCP". AS MARKS WAS WALKING OVER

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant ___

First Appearance: Date ___ Time ___ Court: Justice ☒ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge ___

LVMPD 22 (REV. 9-83)

0525

Page ——

TO MY PATROL CAR I OBSERVED MARKS THROW AN ITEM ONTO THE GROUND. THE ITEM WAS THREE CIGARETTES SEPARATELY WRAPPED IN TIN FOIL HAVING AN ODOR OF "PCP".

MARKS WAS PLACED UNDER ARREST FOR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL. SHE WAS ADVISED OF HER RIGHTS BY MYSELF. WHILE ENROUTE TO JAIL MARKS TOLD OFFICER STALEY AND MYSELF THAT SHE ONLY WAS HOLDING THE CIGARETTE'S FOR SOMEONE ELSE WHO WAS SELLING THEM.

MARKS WAS BOOKED ACCORDINGLY AT JAIL.

Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are felonies or gross misdemeanors) or for trial (if charges are a misdemeanor).

Declarant ——

439
8240
27

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 02-06-84 Time of Arrest: 1630 I.D. No: 676728

Page 1 of 1 I.D. Estab. By: SCOPE

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
HENDERSON	DONALD	RAY	
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
06/30/61	N	M	BLK	BRN	5'11	135	LA

SOCIAL SECURITY NUMBER | LOCATION OF ARREST: WILSON & "H" ST | ☐ LCC ☐ LV | CITIZENS ARREST ☐ YES ☒ NO

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	DC
4999	FUGITIVE PAROLE VIOLATION	☐	☐	☐	WA	W32819053B		☐	☐	☐
	CARSON CITY, NEVADA	☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

	Officer's Name	Agency	P#
ARRESTING & TRANSPORTING	R. STALEY & R. RAY	LVMPD	1686 11374

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of FUGITIVE PAROLE VIOLATION at the location of WILSON & "H" ST LVN 89106 and that the offense occurred at approximately 1630 hours on the 06 day of FEBRUARY, 19 84.

I SAW HENDERSON STOPPING A CAR ON WILSON AT "H" STREET POSSIBLY INVOLVED IN DRUG ACTIVITY. A RECORDS CHECK SHOWED HE WAS WANTED "NCIC" FOR "FUGITIVE PAROLE VIOLATION, CARSON CITY NEVADA." HE WAS BOOKED ON THE NCIC WARRANT # W32819053B. HIS FULL NAME, DOB, & PHYSICAL WAS THE SAME AS THAT LISTED ON THE WARRANT.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant [signature]

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 9-83)

Copies #40

CITY COUNCIL MINUTES - JUNE 6, 1984
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

EXHIBIT C - CLV
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0527

Date of Arrest: 2-7-84 Time of Arrest: 0005 I.D. No:
Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
JOHNSON,	DAVE		920 W. BONANZA #456
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP: L.V., NV. 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
7-13-51	N	M	BLK	BRO	5-9	145	OKLAHOMA

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
	H AND WILSON		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARREST TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	COURT JC	COURT DC
9534	~~PCS~~ PCS W/ INTENT TO SELL	☐	☐	☒	PC	84-42027		☐	☒	☐
	(PCP) 453.337	☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

* ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☒ R. STALEY 1686
TRANSPORTING R. Ray LVMPD 1374
Officer's Name / Agency / P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years ~~XXXXX (Months)~~. That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS WITH INTENT TO SELL at the location of HENRY'S BAR 632 "H" ST. LVN, 89106 and that the offense occurred at approximately 15 hours on the 07 day of FEBRUARY, 19 84.

I SAW DAVID JOHNSON BENDING DOWN WHILE STANDING AT THE PASSENGER SIDE OF A CAR THAT WAS PARKED ON THE NORTH SIDE OF HENRY'S BAR. HE WAS RESTING HIS HANDS ON THE PASSENGER WINDOW AND THERE WERE THREE WHITE PEOPLE IN THE FRONT SEAT OF THE CAR. WHEN WE DROVE UP, JOHNSON BENT DOWN TO THE STREET AND PUT HI RIGHT HAND TO THE RIGHT SIDE OF HIS RIGHT FOOT AS THOUGH HE WERE HIDING SOMETHING. BY HIS FOOT OFFICER RAY FOUND TWO CIGARETTES SEPARATELY WRAPPED IN TIN FOIL WITH THE ODOR OF PCP. IN THE CAR I FOUND ONE CIGARETTE WRAPPED IN TI FOIL WITH THE ODOR OF PCP. I GAVE JOHNSON HIS RIGHTS AND ARRESTED HIM FOR

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant

First Appearance: Date Time Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge

POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL. THE DRIVER OF THE CAR SAID THAT JOHNSON OFFERED TO SELL THEM THE TIN FOILED CIGARETTES AND HAD HANDED ONE OF THE CIGARETTES INTO THE CAR WHEN WE DROVE UP. WE TRANSPORTED JOHNSON TO CENTRAL RECEIVING AND BOOKED HIM ON THE ABOVE CHARGE.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are felonies or gross misdemeanors) or for trial (if charges are a misdemeanor).

Declarant

41

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 2/9/84 Time of Arrest: 0230 I.D. No: JC6525
Page 1 of 2 I.D. Estab. By: Photo / Scars

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
DIXON, OTIS	(NMN)		NONE / 17(8) W. OGDEN
TRUE NAME: LAST	**FIRST**	**MIDDLE**	**CITY / STATE / ZIP**
			NLV

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
6/17/50	N	M	BLK	BRO	6 3	190	JACKSON, MS

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
587-32-5882	HENRYS BAR, 4 & BONANZA		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV	JC	D
9532	POSS CONT SUB, 453.336 (PCP)	☐	☐	☒	PC	84-42389	—	☐	☒	☐
9534	PCS W/INT-SELL, 453.337 (PCP)	☐	☐	☒	PC	84-42389	—	☐	☒	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐
		☐	☐	☐				☐	☐	☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

	Officer's Name	Agency	P#
ARRESTING	L HAWK		
TRANSPORTING	T. MOODY	LVMPD	2573

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 2 years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSS.CONT.SUB.(PCP) POSS.CONT.SUB.W/INT at the location of 632 "H" STREET (HENRY'S BAR) and that the offense occurred at approximately 0230 hours on the 9th day of FEBRUARY, 19 84.

That Officer T.Moody (2573) and I were patrolling in the area of Henry's Bar located at 632 "H" Street in the City of Las Vegas, County of Clark, State of Nevada, said location known to be frequented by narcotics users and sellers, and the scene of numerous narcotics related arrests, when we saw two subjects loitering at the corner of the building.

That, as we approached the bar both subjects began walking towards the front door of the bar in an apparent effort to avoid confronting us. We stopped the subjects at the door where we initiated an interview with them.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant [signature] 2/10

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

That while interviewing one of the subjects, Dixon, I could detect a strc chemical odor coming from his person, said odor I believed to be P.C.P. A patdown of his jacket revealed a buldge in his right front coat pocket, said buldge feeling like a prescription bottle which is usually used to carry the P.C.P. for street sale.

That I retrieved the aforementioned bottle and found it to contain five (5) foil wrapped cigarettes with a strong chemical odor which I believed to be P.C.P. -- "sherm sticks." Dixon was placed under arrest for Possession of a Controlled Substance (PCP) and a subsequent search of his person revealed $31.00 in currency in $2.00, $5.00 and $10.00 denominations. As it is known that the common price of a "sherm stick" on the street is $5.00 to $10.00, the money was impounded and, due to the quantity of "sherm sticks" Dixon had in his possession, the additional charge of Possession of a Controlled Substar With the Intent to Sell (PCP) was placed on Dixon.

That the aforementioned "sherm sticks" and the money was impounded as evidence, and Dixon was booked at the jail annex on the above charges.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant [signature] 2450

CITY COUNCIL MINUTES - JUNE 6, 1984

COPY #43

EXHIBIT C - CLV
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LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 2-10-84 Time of Arrest: 2325 I.D. No: 612153
Page 1 of 2 I.D. Estab. By:

INTAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
POTTS,	LAWRENCE	ANDRE	860 LEVY LANE
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			LV NV 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
10-2-62	N	M	BLK	BRO	5'	135	MONROE LA.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☐ LV	CITIZENS ARREST ☐ YES ☐ NO
462-45-8871	H ST / WILSON		

BKG-CODE	CHARGE DRD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
9534	PCS W/INT (PCP) 453.337	☐☐☒	PC	84-42693		☐☒
301	Dist Peace 200.	☒☐☐	BW		C330497	☒☐
		☐☐☐				☐☐
	Determination is restricted to Criminal	☐☐☐				☐☐
	Non-Criminal Justice	☐☐☐				☐☐
	BURRIS 2-11-84	☐☐☐				☐☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

By: ARRESTING ☒ TRANSPORTING

T BURRIS P1611 / LVMPD / 1495 / 1603
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 4 Yrs years (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of POSS. COCAINE SWB W/INTENT TO SELL at the location of H ST WILSON and that the offense occurred at approximately 2325 hours on the 10 day of FEB, 19 84.

MY PARTNER T PLEW 2031 AND MYSELF T. BURRIS 1958 WHILE WESTBOUND ON WILSON APPROACHING H ST OBSERVED A MALE TO BE LEANING INTO A VEHICLE STOPPED NEXT TO HENRY'S BAR. AS THE SUBJECT LEANING IN THE CAR OBSERVED THE PATROL VEHICLE HE IMMEDIATELY TURNED AND WALKED TOWARD HENRY'S BAR AND AS HE WALKED AWAY FROM THE CAR I OBSERVED HIM DROP WITH HIS

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant T. Burris

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

RECORDS COPY

RIGHT HAND TWO SHINEY OBJECTS.

I THEN EXITED THE PATROL VEHICLE AND RECOVERED THE ITEMS AND FOUND THEM TO BE TWO ALUMINUM WRAPPED BROWN CIGARETTES CONTAINING A SUBSTANCE BELIEVED TO BE RCR. I THEN PROCEEDED TO THE SUBJECT I OBSERVED TO DROP THE ITEM AND ADVISED HIM HE WAS BEING PLACED UNDER ARREST FOR POSS. CONT. SUB. W/INTENT TO SELL AND OF HIS RIGHTS PER MIRANDA.

THE SUBJECT WHO IDENTIFIED HIMSELF AS LAWRENCE ANDRE PATTS WAS THEN TRANSPORTED TO JAIL WHERE UPON BOOKING HIM IT WAS ASCERTAINED THAT HE ALSO HAD A WARRENT FOR DISTURBING THE PEACE WHICH WAS SERVED ON HIM AT THAT TIME.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant: L. Burns

#44

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 2-11-84 Time of Arrest: 1645 I.D. No: 223683
Page 1 of 2 I.D. Estab. By:

TAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
EDWARDS,	JERRY	CLEK	2536 N. HIGHLAND
TRUE NAME: LAST	FIRST	MIDDLE	CITY NLV STATE NV. ZIP 89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
8-21-63	N	M	BLK	BRO	5-9	140	C.C. NV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
530-76-7899	632 N. H ST		

BKG-CODE	CHARGE ORD/NRS NO.	M	GM	F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
534	PCS W/INTENT (PCP) 453.332	☐	☐	☒	PC	84-42828		☐ ☒
		☐	☐	☐				☐ ☐
		☐	☐	☐				☐ ☐
		☐	☐	☐				☐ ☐
		☐	☐	☐				☐ ☐
		☐	☐	☐				☐ ☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAN

ARRESTING ☒ R.J. STACEY 1 LVMPD 168
TRANSPORTING R. Ray 1 LVMPD 132
Officer's Name Agency P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS WITH INTENT TO SELL 453.337 at the location of 616 N. "H" St. LVN, 89106 and that the offense occurred at approximately 1645 hours on the 11 day of FEBRUARY, 19 84.

I saw Edwards standing next to the passenger window of a car in the front parking lot of Henry's Bar at 632 N. "H" Street. This is a known drug trafficing area and when Edwards saw our police car he started to walk toward the Brown Bomber Pool Hall next to Henry's at 616 N. "H" Street. I was walking toward Edwards and when he turned and saw me he threw a brown medicine bottle from his right hand to the roof of The Brown Bomber. I retieved the brown bottle from the roof which contained four cigarettes separately wrapped in tin foil with the odor of PCP on them. There were no other brown medicine bottles on

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

the roof. Edwards was given his rights and was arrested for PCS with intent to sell and transported to Central Receiving and booked.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

PAGE 1 OF ____ #46 ☐ City ☐ County SECTOR/BEAT ____

METROPOLITAN POLICE DEPARTMENT
INCIDENT/CRIME REPORT
LAS VEGAS

SPECIFIC CRIME(S)	☐ FIELD ☐ TELEPHONIC ☐ STATION	DR
VICTIM'S NAME (LAST, FIRST, MIDDLE) FIRM NAME IF BUSINESS	PHONES RES / BUS	
VICTIM'S ADDRESS (NO. STREET, CITY, STATE, ZIP CODE)	STATEMENT OBTAINED ☐ / S.S. NO.	DATE OF BIRTH
OCCUPATION AND BUSINESS FIRM NAME	BDPC (LOCATION OR PHONE)	TIME

OCCURRED ON OR BTWN.	MO.	DAY	YR	DAY WK	TIME	REPORTED	MO	DAY	YR	TIME	NEIGHBORHOOD WATCH MEMBER: YES ☐ NO
AND						POINT OF ENTRY (FOR BURGLARIES ONLY)					

LOCATION OF OCCURRENCE	IF VISITOR, LOCAL ADDRESS	DEPARTURE DATE

VEHICLE INFORMATION - VICTIM	YEAR	MAKE	BODY TYPE	MODEL	LICENSE NO.	STATE	COLOR

DESCRIBE PROPERTY STOLEN/DAMAGED	IDENTIFICATION INFO.	SERIAL NO.	MODEL NO.	VALU

PROPERTY LIST: ☐ COMPLETE ☐ CONTINUED ON REVERSE ☐ ADDITIONAL VICTIM'S INFORMATION (FORM 607) WILL FOLLOW

DEATH ☐ OR INJURY ☐	NATURE OF INJURY/CAUSE OF DEATH	WHERE HOSPITALIZED/MORTUARY

CONVEYANCE	ATTENDING PHYSICIAN/WHERE	DATE/TIME PRONOUNCED	CORONER NOTIFIED YES ☐ NO ☐

P. NO. TAKING ATL	DATE:	TIME:

OFFICER RECOMMENDATIONS: ☐ FOLLOW-UP ☐ SUSPEND

MAIO INFORMATION:

MAIO: NA

REPORTING OFFICER(S) P. NO.(S)

INSPECTRESS:

SUPERVISOR RECOMMENDATIONS: ☐ FOLLOW-UP ☐ SUSPEND

P.R. SIGNATURE

COMMENTS:

EXHIBIT C - CLV
Page 66 of 74

WILL VICTIM PROSECUTE? ☐ YES ☐ NO

SUPERVISOR APPROVING REPORT	P. NO.	CONNECTING REPORTS - TYPE AND DR NO.

Jennings #47

0536

ID# 231649/222215

DR# 84-41978

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
DECLARATION OF ARREST

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS: That he is a police officer with the Las Vegas Metropolitan Police Department, Las Vegas, Clark County, Nevada, being so employed for a period of 10 years (months). That He learned the following facts and circumstances which lead Him to believe that WALTER BEALS / TONY O'NEAL committed (or was committing) the offense of PCS W/INT-SELL & CONSP TO SELL PCP at the location of 718 Wilson
That the offense occurred at approximately 1600 hours on the 6th day of February, 1984.

That at approximately 1600 hours, on 2/6/84, Officers E. Landino, P#704, and W. Johnson, P#960, operating Unit 2D12, had occasion to be in the area of H Street and Wilson. When these officers observed three subjects in the area of 718 Wilson, an abandoned apartment, located near the corner of H Street and Wilson. Officer Johnson and Landino observed one individual, wearing a blue shirt and maroon pants, halfway up a cypress tree, by the drivway of the abandoned apartments at 718 Wilson. One other individual, visibly recognizable by both officers Johnson and Landino, was Tony O'Neal. The third individual, upon seeing these officers in the area, ran in a northbound direction, and was unable to be apprehended.

As officers pulled into the driveway at 718 Wilson, Walter Beals, who was dressed in a blue shirt and maroon pants, jumped down from the cypress tree. It might be noted at this time, that both Officers Landino and Johnson know the area of the arrest to be a location where several narcotics arrests, involving the narcotic PCP, have occurred in the last couple of years, and that several Sherm sticks, being the narcotic PCP, have been recovered in that area in the last couple of days, also by Officers Johnson and Landino.

Both subjects Walter Beals and Tony O'Neal were told to approach the police car, where Officer Landino performed a cursory search, and Officer Johnson proceeded to the cypress tree. After climbing the cypress tree, Officer Johnson recovered, from a flat area approximately ten feet above the ground, in the tree, a tin foil packet containing five individually wrapped brown cigarettes emitting an odor believed to be ether, which is conducive to the narcotic PCP. Each individual cigarette was individually wrapped with tin foil. Also in the little flat area in the tree, was a plastic yellow container, with a green cap, containing eight brown cigarettes emitting an odor similar to ether, believed to be PCP, each cigarette individually wrapped with tin foil.

Upon taking custody of the aforementioned Sherm sticks, Officer Johnson

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD TSD 16 (REV. 9-83)

alighted from the tree, and proceeded to the police vehicle, where both Walter Beals and Tony O'Neal were advised that they were being placed under arrest; Walter Beals for Possession of Controlled Substance with Intent to Sell, and Tony O'Neal for Conspiracy to Sell PCP, as it is generally known to these officers that any individual in possession of the narcotics, always has a look-out in the immediate vicinity.

Both subjects were handcuffed, placed into police vehicle, and advised of their rights per Miranda by Officer Johnson. Both subjects stated that they understood their rights.

The Sherm sticks and the yellow silk container containing the Sherm sticks, were impounded into evidence under DR#84-41978.

For further information and details, please refer to any and all reports under that DR#.

WLJ/sdg
SWING
DICTATED: 2/6/84 1630 hours
TRANSCRIBED: 2/6/84 1705 hours

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant _____

48

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 2/18/84 Time of Arrest: 1650 I.D. No: 620594
Page 1 of 2 I.D. Estab. By:

FAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
DICKETT,	KEVIN		405 ADAMS
TRUE NAME: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
			LV / NV / 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
12/28/64	W	M	BLK	BRN	5'7	140	L.V. NV.

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☑ LV	CITIZENS ARREST ☐ YES ☑ NO
530-66-2451	H & WILSON		

BKG. CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC DC
537	PCS W/INTENT (PCP) 453.337	☐ ☐ ☑	PC	84-43920		☐ ☑ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐
		☐ ☐ ☐				☐ ☐ ☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING / TRANSPORTING: STALEY / PHILP / LVMPD / 1686 / 22

Officer's Name — Agency — P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS W/INTENT TO SELL 453.337 at the location of 632 "H" St LVN 89106 and that the offense occurred at approximately 1650 hours on the 18 day of FEBRUARY, 19 84.

I SAW DUCKETT STANDING AT THE DRIVERS WINDOW OF A CAR PARKED IN FRONT OF "HENRY'S BAR." HE WAS LEANING IN THE WINDOW WITH TWO PEOPLE IN THE FRONT SEAT & ONE PERSON IN THE BACK SEAT. I KNOW DUCKETT TO DEAL WITH DRUGS & THE PERSON IN THE BACK SEAT WAS "RUTHA JOHNSON" WHO I ALSO KNOW TO DEAL IN DRUGS.
WHEN I WALKED UP TO DUCKETT & THE CAR I COULD SMELL THE ODOR OF "PCP." I ASKED DUCKETT IF HE

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

WAVES AND EMPTYING HIS POCKETS & HE PULLED OUT OF HIS LEFT COAT POCKET, ONE CIGARETTE WRAPPED IN TIN FOIL WITH THE ODOR OF "PCP."

I GAVE HIM HIS RIGHTS & HE WAS ARRESTED FOR PCS WITH INTENT TO SELL & TRANSPORTED TO JAIL.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

#49

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 02-18-84 Time of Arrest: 1650 I.D. No: 20553
Page 1 of 2 I.D. Estab. By: SCOPE

TAKE NAME: LAST	FIRST	MIDDLE	ADDRESS:
JOHNSON	RUTHA	DALE	2737 SAGGE

TRUE NAME: LAST	FIRST	MIDDLE	CITY	STATE	ZIP
ROSS	RUTHA	DALE	NLV	NV	89030

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
060455	N	F	BLK	BRO	5'6	125	MISS

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	CC ☐ LV	CITIZENS ARREST ☐ YES ☒ NO
520977	632 "H" ST. LVN. 89106		

BKG-CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC DC
537	PCS W/INTENT TO SELL (SCF) 453.337	☐☐☒	PC	84-43920		☐☒☐
537	PCS W/INTENT TO SELL (MARIJUANA) 453.337	☐☐☒	PC	84-43920		☐☒☐
		☐☐☐				☐☐☐
		☐☐☐				☐☐☐
		☐☐☐				☐☐☐

*ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

	Officer's Name	Agency	P#
ARRESTING	R. STALEY		1686
TRANSPORTING	J. PHILLIP	LVMPD	2203

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with LVMPD (Department), Clark County, Nevada, being so employed for a period of 5 years (~~months~~). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of PCS WITH INTENT TO SELL at the location of 632 "H" ST LVN, 89106 and that the offense occurred at approximately 1650 hours on the 18 day of FEBRUARY, 1984.

I saw Kevin Duckett, who I know to deal in drugs, standing at the drivers door of a car parked in the front parking lot of Henry's Bar. He was leaning on the window frame with two people sitting in the front seat and one NFA sitting in the back seat who I recognized to be Rutha Johnson, who I also know to deal in drugs. When I walked up to Duckett and the car I could smell the odor of PCP. Rutha Johnson got out of the car and I could smell the odor of PCP about her person. She pulled out of her clothing in her chest area two cigarettes. One cigarette wrapped in tin foil with the odor of PCP on it and

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Richard M. Staley

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐
Standard Bail ☐ "OR" Release ☐ Probable Cause: Yes ☐ No ☐ Judge _____

LVMPD 22 (REV. 12-83)

to him and he said, "yes, but all I'm doing is buying a beer." I asked him if he was holding any "sherm" (Slang for "PCP" cigarettes) and he said, "no you can look." In his left coat pocket I found a brown medinice bottle and he said, "that's my aspirin." I smelled the lid area of the bottle and I could smell the odor of "PCP." I opened the bottle and it contained a cigarette wrapped in tin foil with the odor of "PCP." I told Jones he was under arrest for PCS with intent to sell and gave him his rights. We took him to Central Receiving where he was booked on that charge.

#52

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD/DECLARATION OF ARREST

Date of Arrest: 2-20-84 Time of Arrest: 1221 I.D. No: 677778
1 of 1 I.D. Estab. By:

NAME: LAST	FIRST	MIDDLE	ADDRESS:
GARDNER	MICHAEL	ANTHONY	316 "J" STREET
A.K.A.: LAST	FIRST	MIDDLE	CITY / STATE / ZIP
SAME			L.V. NV. 89106

DATE OF BIRTH	RACE	SEX	HAIR	EYES	HEIGHT	WEIGHT	PLACE OF BIRTH
-62	W	M	Bl	BR.	5'8"	190	

SOCIAL SECURITY NUMBER	LOCATION OF ARREST	☐ CC ☒ LV	CITIZENS ARREST ☐ YES ☒ NO
578-1557	HENRY'S LIQUOR		

CODE	CHARGE ORD/NRS NO.	M GM F	ARR. TYPE*	DR NUMBER	WARR/NCIC NUMBER	COURT LV JC
3	P.C.S. w/INTENT (P.C.P.) 453.337	☐☐☒	PC	84-44469		☐☒
		☐☐☐				☐☐
		☐☐☐				☐☐
		☐☐☐				☐☐
		☐☐☐				☐☐
		☐☐☐				☐☐

ARREST TYPE: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARR. WA - WARR. RM - REMAND

ARRESTING ☐
TRANSPORTING ☐

R. DEHOEDT/RETKE — I MET ED — [illegible]
Officer's Name — Agency — P#

THE UNDERSIGNED MAKES THE FOLLOWING DECLARATIONS SUBJECT TO THE PENALTY FOR PERJURY AND SAYS:
That he is a peace officer with L.V.M.P.D. (Department), Clark County, Nevada, being so employed for a period of 1 (years) (months). That He learned the following facts and circumstances which lead Him to believe that the above named subject committed (or was committing) the offense of P.C.S. w/INTENT (P.C.P.) at location of HENRYS LIQUOR and that the offense occurred at approximately 0030 hours on the 20 day of FEBRUARY, 1984.

UNIT 2013, OFFICERS R. DEHOEDT P#708 AND C. RETKE P#9123 WERE ON ROUTINE PATROL IN THE AREA OF HENRY'S LIQUORS. THESE OFFICERS NOTICED AN INDIVIDUAL LATER IDENTIFIED AS MICHAEL GARDNER, STANDING ON THE IRON BARS AT THE SOUTH OF THE BAR. SUSPECT WAS REACHING INTO A BREAK IN THE [illegible] SIGN AND WITHDRAWING AN ITEM UNDETERMINED AT THE TIME. UPON STOPPING SUSPECT O/I'S ASKED WHAT HE WAS DOING WITH THE SIGN. OFFICER RETKE IMMEDIATELY

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are a misdemeanor).

Declarant Craig Retke

First Appearance: Date _____ Time _____ Court: Justice ☐ Municipal ☐ Juvenile ☐

THE FOLLOWING PAGE(S) ARE ILLEGIBLE/POOR QUALITY

CLIMBED UP ON THE SAME BARS AND REACHED INTO THE SAME HOLE. OFFICER RETEE LOOKED INTO THE HOLE AND DISCOVERED A SMALL BOX, LIGHT TAN IN COLOR WITH THE WORDS "WHOPPERS" ON THE LABEL. INSIDE THE BOX WERE 4 (FOUR) TIN FOIL WRAPPED CIGARETTES EMINATING THE ODOR OF ETHER. ALSO NOTED WAS THAT INSIDE THE SIGN, THERE WERE NO OTHER CONTAINERS OR ANYTHING ELSE. FOUND ON THE GROUND DIRECTLY BELOW THE SIGN WAS 1 (ONE) OTHER TIN FOIL WRAPPED CIGARETTE EMINATING THE ODOR OF ETHER.

ALL ITEMS WERE BOOKED UNDER PR# 84-4416

SUSPECT WAS ADVISED OF HIS RIGHTS PER MIRANDA, HANDCUFFED AND TRANSPORTED.

ALL OF THE ABOVE OCCURRED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS.

...arant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing ...elony or gross misdemeanor) or for trial (if charges are a misdemeanor).

CITY COUNCIL MINUTES - JUNE 6, 1984

Aug 83

92. 0544

[redacted]08/83

0545

VT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CL	LOC	
23[redacted]296	1D13	416B	416B		1145	081183	0522	0535	0535	0536	0541	HENRYS	/BA 632 H ST
230296	1D13	416B	416B		2430	081183	0522	0535	0535	0536	0541	HENRYS	/BA 632 H ST
230779	2D12	488	488		0151	081183	1250	1250	1250	1250	1259	HENRYS	
23[redacted]779	2D12	488	488		0326	081183	1250	1250	1250	1250	1259	HENRYS	
230948	2D12	488	488	A	0151	081183	1455	1455	1455	1455	1458	HENRYS	
230948	2D12	488	488	A	0326	081183	1455	1455	1455	1455	1458	HENRYS	
25[redacted]556	1D12	488	488		1875	081383	0715	0715	0715	0715	0724	HENRYS	
25[redacted]556	1D12	488	488		2043	081383	0715	0715	0715	0715	0724	HENRYS	
251813	1D	413	413	H	1246	081383	2322	2323	2323	2324	2357	HENRYS	/BA 632 H ST
25[redacted]813	1D	413	413	H	1944	081383	2322	2323	2323	2324	2357	HENRYS	/BA 632 H ST
25[redacted]813	1F13	413	413		2430	081383	2322	2330	2330	2330	2333	HENRYS	/BA 632 H ST
251813	3D3	413	413	F	1505	081383	2322	2323	2323	2337	2347	HENRYS	/BA 632 H ST
25[redacted]813	3D3	413	413	F	2064	081383	2322	2323	2323	2337	2347	HENRYS	/BA 632 H ST
25[redacted]871	3D3	493	493		1505	081383	2347	2347	2347	2347	2353	HENRYS/BA/EN	1813
251871	3D3	493	493		2064	081383	2347	2347	2347	2347	2353	HENRYS/BA/EN	1813
251898	1D	489	489		1246	081383	2357	2357	2357	2357	2359	HENRYS	
25[redacted]898	1D	489	489		1944	081383	2357	2357	2357	2357	2359	HENRYS	
25[redacted]904	1D	489	489	M	1246	081383	2359	2359	2359	2359	0030	HENRYS	
2518[redacted]4	1D	489	489	M	1944	081383	2359	2359	2359	2359	0030	HENRYS	
25[redacted]4	1D1	489	489		1875	081383	2359	2359	2359	2359	0004	HENRYS	
25[redacted]904	1D1	489	489		2043	081383	2359	2359	2359	2359	0004	HENRYS	
260158	1D	489	489	A	1246	081483	0131	0131	0131	0131	0211	HENRYS	
260158	1D	489	489	A	1944	081483	0131	0131	0131	0131	0211	HENRYS	
26[redacted]158	1D1	489	489		1875	081483	0131	0155	0155	0155	0232	HENRYS	
260158	1D1	489	489		2043	081483	0131	0155	0155	0155	0232	HENRYS	
260766	2D12	488	488		1488	081483	1124	1124	1124	1124	1136	HENRYS	
26[redacted]766	2D12	488	488		2374	081483	1124	1124	1124	1124	1136	HENRYS	
26[redacted]812	2D13	488	488		0708	081483	1222	1222	1222	1222	1230	HENRYS	
260812	2D13	488	488		1958	081483	1222	1222	1222	1222	1230	HENRYS	
26[redacted]818	3D12	488	488	M	1921	081483	1940	1940	1940	1940	1950	HENRYS	
26[redacted]818	3D12	488	488	M	2208	081483	1940	1940	1940	1940	1950	HENRYS	
270690	2D13	488	488		0708	081583	1022	1022	1022	1022	1036	HENRYS	
270690	2D13	488	488		1958	081583	1022	1022	1022	1022	1036	HENRYS	
27[redacted]972	2D	488	488		0151	081583	1331	1331	1331	1331	1337	HENRYS	LIQ
270972	2D	488	488		0326	081583	1331	1331	1331	1331	1337	HENRYS	LIQ
28[redacted]	1D	493	493		1246	081683	0043	0043	0043	0043	0100	HENRYS	
28[redacted]060	1D	493	493		1944	081683	0043	0043	0043	0043	0100	HENRYS	
281002	2D12	488	488	A	0151	081683	1401	1401	1401	1401	1403	HENRYS	
281002	2D12	488	488	A	0326	081683	1401	1401	1401	1401	1403	HENRYS	
29[redacted]283	1E12	434	434		0611	081783	0523	0523	0523	0530	0543	HENRYS	BAR 632 N
29[redacted]283	1E34	434	434	F	0802	081783	0523	0523	0523	0000	0526	HENRYS	BAR 632 N
290283	1E34	434	434	M	0802	081783	0523	0530	0530	0530	0537	HENRYS	BAR 632 N
29[redacted]287	1E34	437A	437A	K	0802	081783	0526	0526	0526	0000	0530	HENRYS	ON 88.8
29[redacted]951	2D23	493	493		0326	081783	1432	1432	1432	1432	1433	HENRYS	
290951	2D23	493	493		0704	081783	1432	1432	1432	1432	1433	HENRYS	
29[redacted]962	2D12	488	488		0151	081783	1440	1440	1440	1440	1448	HENRYS	
29[redacted]962	2D12	488	488		2204	081783	1440	1440	1440	1440	1448	HENRYS	
291400	3D1	416	416		0739	081783	2001	2008	2008	0000	2011	HENRYS	/BA 632 H ST
291400	3D1	416	416		1908	081783	2001	2008	2008	0000	2011	HENRYS	/BA 632 H ST
29[redacted]400	3D2	416	416	H	0973	081783	2001	2004	2004	2008	2011	HENRYS	/BA 632 H ST
29[redacted]400	3D2	416	416	H	1873	081783	2001	2004	2004	2008	2011	HENRYS	/BA 632 H ST
291400	3X11	416	416		1720	081783	2001	2006	2006	2007	2011	HENRYS	/BA 632 H ST
29[redacted]400	508	416	416		0061	081783	2001	2007	0000	2007	2011	HENRYS	/BA 632 H ST
29[redacted]670	3D1	488	488	A	0739	081783	2240	2240	2240	2240	2243	HENRYS	
291670	3D1	488	488	A	1908	081783	2240	2240	2240	2240	2243	HENRYS	
0[redacted]38	2D23	490	490		0704	081883	1058	1058	1058	1058	1105	HENRYS	

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H [redacted]8/83 T	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CL	LOC
00[redacted]38	2D23	490	490		9123	081883	1058	1058	1058	1058	1105	HENRY
00730	2D23	488	488		0704	081883	1206	1206	1206	1206	1208	HENRY
00[redacted]30	2D23	488	488		9123	081883	1206	1206	1206	1206	1208	HENRY
00[redacted]39	2D12	488	488	A	0151	081883	1210	1210	1210	1210	1237	HENRY
00739	2D12	488	488	A	2204	081883	1210	1210	1210	1210	1237	HENRY
00821	2D23	490	490		0704	081883	1306	1306	1306	1306	1325	HENRY
00[redacted]21	2D23	490	490		9123	081883	1306	1306	1306	1306	1325	HENRY
00962	2D12	490	490		0151	081883	1450	1450	1450	1450	1457	HENRY
00962	2D12	490	490		2204	081883	1450	1450	1450	1450	1457	HENRY
01[redacted]17	3D2	488	488	A	0973	081883	1854	1854	1854	1854	1857	HENRY
01[redacted]17	3D2	488	488	A	1873	081883	1854	1854	1854	1854	1857	HENRY
01526	308	434	434	F	0107	081883	2128	2129	0000	2133	2145	HENRY
01[redacted]26	3F12	434	434	F	2156	081883	2128	2128	2128	2131	2135	HENRY
01[redacted]26	3F12	434	434	M	2156	081883	2128	2153	2153	0000	2153	HENRY
01526	3F34	434	434	N	1888	081883	2128	2129	2129	2134	2139	HENRY
01526	K93	434	434		1263	081883	2128	2133	2133	0000	2138	HENRY
01[redacted]93	3D2	493	493		0973	081883	2209	2209	2209	0000	2214	HENRY
01593	3D2	493	493		1873	081883	2209	2209	2209	0000	2214	HENRY
111[redacted]	3D3	416B	416B	I	0202	081983	1623	1625	1625	1626	1634	HENRY
11[redacted]	3D3	416B	416B	I	1877	081983	1623	1625	1625	1626	1634	HENRY
11607	3D3	488	488		0202	081983	2049	2049	2049	2049	2113	HENRY
11607	3D3	488	488		1877	081983	2049	2049	2049	2049	2113	HENRY
20[redacted]02	2D12	488	488	A	1488	082083	1237	1237	1237	1237	1258	HENRY
20[redacted]02	2D12	488	488	A	2431	082083	1237	1237	1237	1237	1258	HENRY
20902	2D13	488	488		1958	082083	1237	1241	1241	1242	1246	HENRY
20902	2D13	488	488		9123	082083	1237	1241	1241	1242	1246	HENRY
21[redacted]95	3D3	417	417	H	1624	082083	1816	1847	1847	1849	1851	HENRY
21395	3D3	417	417	H	1691	082083	1816	1847	1847	1849	1851	HENRY
21652	3D12	488	488	M	1921	082083	2104	2104	2104	2104	2111	HENRY
21[redacted]52	3D12	488	488	M	2208	082083	2104	2104	2104	2104	2111	HENRY
30[redacted]99	1D	490	490		1246	082183	0321	0321	0321	0321	0329	HENRY
30299	1D	490	490		1944	082183	0321	0321	0321	0321	0329	HENRY
30[redacted]99	1D12	490	490		1875	082183	0321	0322	0322	0323	0325	HENRY
30[redacted]99	1D12	490	490		2430	082183	0321	0322	0322	0323	0325	HENRY
302[redacted]	1E12	490	490		0611	082183	0321	0322	0322	0000	0330	HENRY
30[redacted]	2D12	488	488		1488	082183	1352	1352	1352	1352	1402	HENRY
30[redacted]38	2D12	488	488		2431	082183	1352	1352	1352	1352	1402	HENRY
31599	3D1	493	493	A	2186	082183	2216	2216	0000	2218	2223	HENRY
31599	3D1	493	493	A	2197	082183	2216	2216	0000	2218	2223	HENRY
41[redacted]95	3D12	489	489		1374	082283	2141	2141	2141	2141	2144	HENRY
41295	3D12	489	489		2203	082283	2141	2141	2141	2141	2144	HENRY
50141	1D1	489	489		1988	082383	0130	0130	0130	0130	0155	HENRY
50[redacted]41	1D1	489	489		2419	082383	0130	0130	0130	0130	0155	HENRY
50[redacted]43	2D12	416B	416B		0151	082383	1026	1027	1027	1031	1035	HENRY
50743	2D12	416B	416B		0326	082383	1026	1027	1027	1031	1035	HENRY
50[redacted]43	2D23	416B	416B	M	0397	082383	1026	1028	1028	1031	1034	HENRY
50[redacted]43	2D23	416B	416B	M	0704	082383	1026	1028	1028	1031	1034	HENRY
51089	324	490	490		0442	082383	1353	1353	1353	1353	1422	HENRY
51[redacted]58	2D12	489	489	A	0151	082383	1439	1439	1439	1439	1451	HENRY
51[redacted]58	2D12	489	489	A	0326	082383	1439	1439	1439	1439	1451	HENRY
51399	308	488	446	F	0107	082383	1728	1731	0000	0000	1732	HENRY
51399	3D1	488	446		0739	082383	1728	1737	1737	1743	1744	HENRY
51[redacted]99	3D1	488	446	F	0739	082383	1728	1728	1728	1731	1737	HENRY
51[redacted]99	3D1	488	446		1908	082383	1728	1737	1737	1743	1744	HENRY
51399	3D1	488	446	F	1908	082383	1728	1728	1728	1731	1737	HENRY
51[redacted]99	3D2	488	446	B	0973	082383	1728	1728	1728	1728	1758	HENRY

[redacted]/83

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[redacted]	UNIT	TYPE	IDF		P	NO	DATE	RC	OC	ENR	AR	CL	LOC
[redacted]99	3D2	488	446	B	1873	082383	1728	1728	1728	1728	1758	HENRYS	
51526	3D3	4168	4168	M	0202	082383	1857	1858	1858	1903	1906	HENRYS	/BA 632 H ST L
[redacted]26	3D3	4168	4168	M	0620	082383	1857	1858	1858	1903	1906	HENRYS	/BA 632 H ST L
[redacted]90	3D1	445	445	K	0739	082483	1616	1616	1616	1622	1623	HENRYS	
51190	3D1	445	445	K	1908	082483	1616	1616	1616	1622	1623	HENRYS	
51223	3D2	488	488	A	0973	082483	1630	1630	1630	1630	1632	HENRYS	
[redacted]23	3D2	488	488	A	1873	082483	1630	1630	1630	1630	1632	HENRYS	
51463	3D2	436	436	I	0973	082483	1918	1918	1918	1918	1934	HENRYS	REF EV 1448
51463	3D2	436	436	I	1873	082483	1918	1918	1918	1918	1934	HENRYS	REF EV 1448
[redacted]94	3D1	493	493		0739	082483	1944	1944	1944	1944	1959	HENRYS	
[redacted]94	3D1	493	493		1908	082483	1944	1944	1944	1944	1959	HENRYS	
51494	3D2	493	493		0973	082483	1944	1944	1944	1944	1959	HENRYS	
[redacted]94	3D2	493	493		1873	082483	1944	1944	1944	1944	1959	HENRYS	
[redacted]94	3D3	493	493		0202	082483	1944	1944	1944	1944	1957	HENRYS	
61494	3D3	493	493		0620	082483	1944	1944	1944	1944	1957	HENRYS	
[redacted]72	3D1	489	489		0739	082483	2138	2138	2138	2138	2150	HENRYS	
[redacted]72	3D1	489	489		1908	082483	2138	2138	2138	2138	2150	HENRYS	
61735	3D1	493	493		0739	082483	2217	2217	2217	2221	2242	HENRYS	
[redacted]	3D1	493	493		1908	082483	2217	2217	2217	2221	2242	HENRYS	
[redacted]	2D23	490	490		0397	082583	1142	1142	1142	1142	1151	HENRY'S	
[redacted]37	2D23	490	490		0704	082583	1142	1142	1142	1142	1151	HENRY'S	
71001	2D12	490	490		0151	082583	1506	1506	1506	1506	1509	632 H ST/HENRYS	
[redacted]01	2D12	490	490		0326	082583	1506	1506	1506	1506	1509	632 H ST/HENRYS	
[redacted]54	3D2	490	490		0973	082583	1933	1933	1933	1933	1936	HENRYS	
71354	3D2	490	490		1873	082583	1933	1933	1933	1933	1936	HENRYS	
[redacted]33	3D2	446	446	A	0973	082583	2138	2157	2157	2158	2212	HENRYS	/BA 632 H ST L
[redacted]33	3D2	446	446	A	1873	082583	2138	2157	2157	2158	2212	HENRYS	/BA 632 H ST L
90918	2D13	488	488		0708	082783	1206	1206	1206	1206	1208	HENRYS	
90918	2D13	488	488		1958	082783	1206	1206	1206	1206	1208	HENRYS	
[redacted]70	3D12	488	488		1921	082783	1642	1642	1642	1642	1707	HENRYS	X3
[redacted]70	3D12	488	488		2208	082783	1642	1642	1642	1642	1707	HENRYS	X3
01266	3D12	487	487		1921	082883	1845	1845	1845	1845	1855	HENRYS	
[redacted]66	3D12	487	487		2208	082883	1845	1845	1845	1845	1855	HENRYS	
[redacted]16	1D	489	489	A	1246	082983	0304	0304	0304	0304	0428	HENRYS	
[redacted]	1D	489	489	A	1944	082983	0304	0304	0304	0304	0428	HENRYS	
[redacted]	1D1	489	489		1988	082983	0304	0345	0345	0348	0406	HENRYS	
[redacted]16	1D1	489	489		2419	082983	0304	0345	0345	0348	0406	HENRYS	
10684	324	488	488		0442	082983	1010	1010	1010	1010	1013	HENRYS	BAR
11154	2D	488	488	A	0151	082983	1508	1511	1511	1511	1515	HENRY	
[redacted]54	2D	488	488	A	0326	082983	1508	1511	1511	1511	1515	HENRY	
11154	2D12	488	488		1488	082983	1508	1508	0000	0000	1513	HENRY	
11154	2D12	488	488		2374	082983	1508	1508	0000	0000	1513	HENRY	
[redacted]54	324	488	488		0442	082983	1508	1508	1508	1508	1518	HENRY	
[redacted]81	3D1	487	487		2186	082983	2214	2214	2214	2214	2252	HENRYS	
11781	3D1	487	487		2197	082983	2214	2214	2214	2214	2252	HENRYS	
[redacted]34	1D	487	487	N	1246	082983	2252	2254	2254	2257	2317	HENRYS	
[redacted]34	1D	487	487	N	1944	082983	2252	2254	2254	2257	2317	HENRYS	
111834	1E34	487	487	N	0802	082983	2252	2253	2253	0000	2254	HENRYS	
[redacted]34	3D1	487	487	A	2186	082983	2252	2252	2252	2252	2309	HENRYS	
[redacted]34	3D1	487	487	A	2197	082983	2252	2252	2252	2252	2309	HENRYS	
111834	3E34	487	487	N	2208	082983	2252	2253	2253	0000	2254	HENRYS	
20013	1D	489	489		1246	083083	0008	0008	0008	0008	0127	HENRYS	
[redacted]013	1D	489	489		1944	083083	0008	0008	0008	0008	0127	HENRYS	
[redacted]62	3D1	490	490		0973	083183	1628	1628	1628	1628	1633	HENRYS	
31162	3D1	490	490		1873	083183	1628	1628	1628	1628	1633	HENRYS	
[redacted]531	3D2	413	413	H	0495	083183	2025	2026	2026	2030	2041	HENRYS	/BA 632 H ST

NT 08/83

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ENT	UNIT	TYPE	IDF	P	NO	DATE	RC	BC	ENR	AR	CL	LOC
24 1531	3D2	413	413	H	0922	083183	2025	2026	2026	2030	2041	HENRYS /BA 632 H ST
2431531	K93	413	413		1263	063183	2025	2026	2026	2030	2033	HENRYS /BA 632 H ST
24 1664	3D1	489	489		0973	083183	2153	2153	2153	2153	2158	HENRYS
24 1664	3D1	489	489		1873	083183	2153	2153	2153	2153	2158	HENRYS

September 1983

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Grants

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[redacted]	1012	405	405		2306	091783	0300	0300	0300	0300	0310	HENRYS	REF LV 201
[redacted]	1013	400	400		1145	091783	0332	0332	0332	0332	0404	HENRYS	
[redacted]	1013	400	400		2430	091783	0332	0332	0332	0332	0404	HENRYS	
[redacted]	2012	421	421	L	0721	091783	0849	0850	0850	0901	0905	HENRYS	/BA 652 M SI LV
[redacted]	2012	421	421	L	0950	091783	0849	0850	0850	0901	0905	HENRYS	/BA 652 M SI LV
[redacted]	303	400	400		1077	091783	2025	2025	2025	2025	2033	HENRYS	
[redacted]	303	400	400		1950	091783	2025	2025	2025	2025	2033	HENRYS	
[redacted]	301	400	400		2150	091783	2200	2200	2200	2200	2210	HENRYS	
[redacted]	301	400	400		2197	091783	2200	2200	2200	2200	2210	HENRYS	
[redacted]	101	4100	4100	1	0452	091883	0353	0354	0354	0359	0407	HENRYS	/BA 652 M SI LV
0527	101	4100	4100	1	2030	091883	0353	0354	0354	0359	0407	HENRYS	/BA 652 M SI LV
[redacted]	1234	4100	4100		0002	091883	0353	0355	0355	0000	0359	HENRYS	/BA 652 M SI LV
[redacted]	1234	4100	4100		0955	091883	0353	0353	0353	0000	0359	HENRYS	/BA 652 M SI LV
0527	1213	4100	4100	4	2251	091883	0353	0353	0000	0359	0402	HENRYS	/BA 652 M SI LV
0527	304	4100	4100	1	0714	091883	0353	0353	0000	0357	0402	HENRYS	/BA 652 M SI LV
[redacted]	2012	400	400		0721	091883	1049	1049	1049	1049	1104	HENRYS	
[redacted]	2012	400	400		0950	091883	1049	1049	1049	1049	1104	HENRYS	
1000	2012	400	400	A	0721	091883	1550	1550	1550	0000	1559	HENRYS	
[redacted]	2012	400	400	A	0950	091883	1550	1550	1550	0000	1559	HENRYS	
[redacted]	2013	400	400		0708	091883	1553	1553	1553	1553	1541	HENRYS	
[redacted]	2013	400	400		2451	091883	1553	1553	1553	1553	1541	HENRYS	
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[redacted]	303	400	400		1077	091883	2150	2150	2150	2150	2204	HENRYS	
1455	303	400	400		1950	091883	2150	2150	2150	2150	2204	HENRYS	
0229	101	409	409		0452	091983	0520	0520	0520	0520	0525	HENRYS	BA/BRUNN BUMPER
[redacted]	101	409	409		2030	091983	0520	0520	0520	0520	0525	HENRYS	BA/BRUNN BUMPER
[redacted]	2013	400	400		0705	091983	1110	1110	1110	1110	1122	HENRY'S	
0541	2013	400	400		2451	091983	1110	1110	1110	1110	1122	HENRY'S	
[redacted]	20	417	417	4	0721	091983	1409	1409	1409	1409	1410	HENRYS	
[redacted]	20	417	417	4	0950	091983	1409	1409	1409	1409	1410	HENRYS	
1250	2013	400	400		0705	091983	1513	1513	1513	1513	1535	HENRY	
[redacted]	2013	400	400		2431	091983	1513	1513	1513	1513	1535	HENRY	
[redacted]	2012	400	400		0721	091983	1544	1544	1544	1544	1603	HENRYS	
1507	2012	400	400		0950	091983	1544	1544	1544	1544	1603	HENRYS	
1704	301	4100	4100	H	2150	091983	2001	2001	2001	2009	2012	HENRYS	/BA 652 M SI LV
[redacted]	301	4100	4100	H	2197	091983	2001	2001	2001	2009	2012	HENRYS	/BA 652 M SI LV
1704	3012	4100	4100		1686	091983	2001	2007	0000	0000	2012	HENRYS	/BA 652 M SI LV
17[redacted]	3012	4100	4100		1967	091983	2001	2007	0000	0000	2012	HENRYS	/BA 652 M SI LV
[redacted]	303	400	400		1677	091983	2145	2145	2145	2145	2210	HENRYS	
[redacted]	303	400	400		1950	091983	2145	2145	2145	2145	2210	HENRYS	
1925	3012	4100	4100	F	1686	091983	2219	2232	0000	2256	2256	HENRYS	/BA 652 M SI LV
[redacted]	3012	4100	4100	F	1967	091983	2219	2232	0000	2256	2230	HENRYS	/BA 652 M SI LV
[redacted]	303	4100	4100	A	1677	091983	2219	2226	2226	2230	2248	HENRYS	/BA 652 M SI LV
1925	303	4100	4100	A	1950	091983	2219	2226	2226	2250	2248	HENRYS	/BA 652 M SI LV
1925	KY4	4100	4100		1467	091983	2219	2242	2242	2242	2249	HENRYS	/BA 652 M SI LV
[redacted]	2025	490	490		0557	092083	1012	1012	1012	1012	1021	HENRYS	
[redacted]	2025	490	490		0704	092083	1012	1012	1012	1012	1021	HENRYS	
0640	2025	400	400		0357	092183	1018	1018	1018	1018	1027	HENRYS	
[redacted]	2025	400	400		0704	092183	1018	1018	1018	1018	1027	HENRYS	
[redacted]	1012	409	409		1075	092203	0418	0418	0418	0418	0425	HENRYS	
0244	1012	409	409		2043	092203	0418	0418	0418	0418	0425	HENRYS	
[redacted]	1012	411	417	M	1075	092203	0458	0459	0459	0459	0524	HENRYS	/BA 652 M SI LV
[redacted]	1012	411	417	M	2043	092203	0458	0459	0459	0459	0524	HENRYS	/BA 652 M SI LV
0517	1013	409	409		1145	092203	0557	0557	0557	0557	0601	HENRYS	
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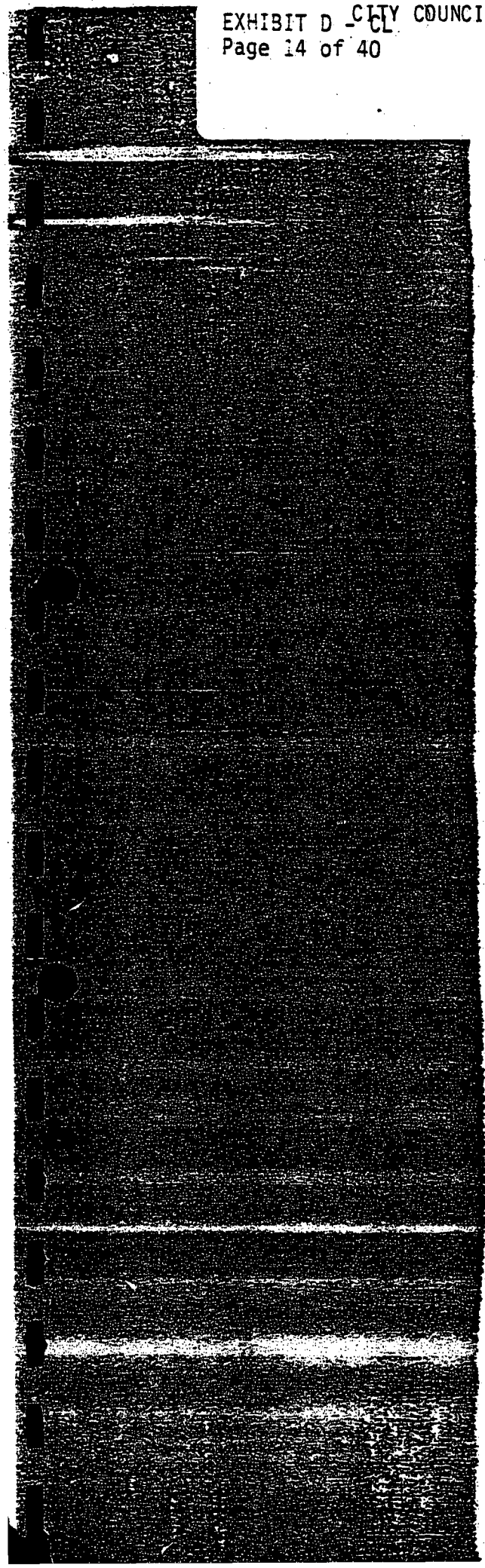
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[redacted]	2023	409	409		0317	092003	1240	1240	1240	1240	1302	HENRYS	
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[redacted]	501	4100	4100	4	0020	092003	2119	2121	2121	2120	2133	HENRYS	/BA
[redacted]	501	4100	4100	4	1720	092003	2119	2121	2121	2120	2133	HENRYS	/BA
[redacted]	502	4100	4100	4	0445	092003	2119	2121	2121	2120	2133	HENRYS	/BA
[redacted]	502	4100	4100	4	0922	092003	2119	2121	2121	2120	2133	HENRYS	/BA
[redacted]	1012	407	407		1073	092903	2332	2332	2332	2332	0000	HENRYS	PKG
[redacted]	1012	407	407		2043	092903	2332	2332	2332	2332	0000	HENRYS	PKG
[redacted]	1012	409	409		1073	093003	0230	0230	0230	0231	0241	HENRYS	
[redacted]	1012	409	409		2043	093003	0230	0230	0230	0231	0241	HENRYS	
[redacted]	1234	409	409		0950	093003	0230	0230	0230	0230	0234	HENRYS	
1209	503	400	400		1056	093003	1703	1703	1703	1703	1709	HENRYS	
[redacted]	503	400	400		1077	093003	1703	1703	1703	1703	1709	HENRYS	
[redacted]	503	400	400		1056	093003	1857	1857	1857	1857	1910	HENRYS	
[redacted]	503	400	400		1077	093003	1857	1857	1857	1857	1910	HENRYS	
[redacted]	503	409	409		1056	093003	1921	1921	1921	1921	1933	HENRYS	
[redacted]	503	409	409		1077	093003	1921	1921	1921	1921	1933	HENRYS	
[redacted]	501	493	493		2156	093003	2156	2156	2156	2156	2223	HENRYS	/BA
[redacted]	501	493	493		2147	093003	2156	2156	2156	2156	2223	HENRYS	/BA
[redacted]	503	493	493		1056	093003	2156	2156	2156	2156	2223	HENRYS	/BA
[redacted]	503	493	493		1077	093003	2156	2156	2156	2156	2223	HENRYS	/BA
1904	503	400	400		1056	093003	2346	2346	2346	2346	2355	HENRYS	
[redacted]	503	400	400		1077	093003	2346	2346	2346	2346	2355	HENRYS	

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833050040	1D5	437A	437A	F	1944	110183	0025	0052	0052	0000	0055	HENRYS ///
833050040	1D5	437A	437A	F	1944	110183	0025	0109	0109	0113	0120	HENRYS ///
833050040	1D5	437A	437A	F	2419	110183	0025	0052	0052	0000	0055	HENRYS ///
833050040	1D5	437A	437A	F	2419	110183	0025	0109	0109	0113	0120	HENRYS ///
833050040	1E5	437A	437A	F	1240	110183	0025	0054	0054	0054	0054	HENRYS ///
833051651	3D2	416H	416B	M	0495	110183	2031	2041	2041	2034	2040	HENRYS ///
833051651	3D2	416B	416B	M	0922	110183	2031	2041	2041	2034	2040	HENRYS ///
833051821	3D1	440	440	A	0620	110183	2231	2241	2241	2234	2248	HENRYS ///
833051821	3D1	440	440	A	1720	110183	2231	2241	2241	2234	2248	HENRYS ///
8330e0391	2D23	490	490		0397	110283	0732	0732	0732	0732	0737	HENRYS
8330e0391	2D23	490	490		0704	110283	0732	0732	0732	0732	0737	HENRYS
833070172	1D13	488	488	A	2304	110383	0221	0221	0221	0221	0229	HENRYS
833070172	1D13	488	488	A	2430	110383	0221	0221	0221	0221	0229	HENRYS
833070261	1D12	490	490		1875	110383	0412	0412	0412	0412	0423	HENRYS
833070261	1D12	490	490		2043	110383	0412	0412	0412	0412	0423	HENRYS
833070863	2D23	490	490		0397	110383	1249	1249	1249	1249	1315	HENRYS
833070863	2D23	490	490		0704	110383	1249	1249	1249	1249	1315	HENRYS
833071589	3D1	416B	416B	M	0620	110383	2011	2014	2014	2022	2030	HENRYS ///
833071589	3D1	416B	416B	M	1720	110383	2011	2014	2014	2022	2030	HENRYS ///
833071589	K93	416B	416B		0804	110383	2011	2024	2024	2024	2030	HENRYS ///
833080190	1X11	485	485		2430	110483	0230	0230	0230	0230	0341	HENRYS
833080226	1D12	488	488		1875	110483	0322	0322	0322	0322	0418	HENRYS
833080226	1D12	488	488		2043	110483	0322	0322	0322	0322	0418	HENRYS
833081096	2D12	488	488		0721	110483	1523	1523	1523	1523	1542	HENRYS
833081096	2D12	488	488		0960	110483	1523	1523	1523	1523	1542	HENRYS
833081234	3X12	485	487		0045	110483	1640	1752	1752	1753	2016	HENRYS//SUR
833081234	3X12	485	487		0045	110483	1640	2214	0000	2244	2252	HENRYS//SUR
833081234	3X13	485	487		2186	110483	1640	1648	1648	1648	2159	HENRYS//SUR
833081234	3X13	485	487		2186	110483	1640	2244	2244	2244	2248	HENRYS//SUR
833081234	3X13	485	487		2197	110483	1640	1648	1648	1648	2159	HENRYS//SUR
833081234	3X13	485	487		2197	110483	1640	2244	2244	2244	2248	HENRYS//SUR
833081234	3X14	485	487		1958	110483	1640	2043	2043	2043	2231	HENRYS//SUR
833081234	3X14	485	487	A	1954	110483	1640	1640	1640	1640	1938	HENRYS//SUR
833081234	3X14	485	487		2097	110483	1640	2043	2043	2043	2231	HENRYS//SUR
833081234	3X14	485	487	A	2097	110483	1640	1640	1640	1640	1938	HENRYS//SUR
833081234	3X15	485	487	A	1680	110483	1640	1752	1752	1753	2248	HENRYS//SUR
833081234	572	485	487		1230	110483	1640	1752	0000	1754	1908	HENRYS//SUR
833081234	572	485	487		1230	110483	1640	2244	0000	2244	2249	HENRYS//SUR
833081234	578Z	485	487		1200	110483	1640	1752	1752	1753	2102	HENRYS//SUR
833081234	578Z	485	487		1200	110483	1640	2244	2244	2244	2249	HENRYS//SUR
833081234	Z04	485	487		1584	110483	1640	1752	1752	1753	2113	HENRYS//SUR
833081234	Z04	485	487		1791	110483	1640	1752	1752	1753	2113	HENRYS//SUR
833081234	Z07	485	487		1380	110483	1640	1753	1753	1753	2045	HENRYS//SUR
833081234	Z11	485	487		1967	110483	1640	1752	1752	1753	2253	HENRYS//SUR
833081400	3D12	440	440	A	1921	110483	1622	1634	1634	1639	1645	HENRYS ///
833081400	3D12	440	440	A	2203	110483	1622	1634	1634	1639	1645	HENRYS ///
833090952	2E	488	488		1488	110583	1220	1220	1220	1220	1227	HENRYS
833091457	3D3	488	488		0045	110583	1734	1734	1734	1734	1750	HENRYS
833091457	3D3	488	488		1080	110583	1734	1734	1734	1734	1750	HENRYS
833091502	3D3	486	488		0045	110583	1837	1837	1837	1837	1840	HENRYS
833091562	3D3	488	488		1080	110583	1837	1837	1837	1837	1840	HENRYS
833091980	3D3	488	488	A	0045	110583	2249	2249	2249	2249	2257	HENRYS
833091980	3D3	488	488	A	1080	110583	2249	2249	2249	2249	2257	HENRYS
833111291	2D5	488	488	A	0270	110783	1539	1539	1539	1539	1543	HENRY
833120895	2D23	489	489		0397	110883	1209	1209	1209	1209	1216	HENRY'S
833120895	2D23	489	489		0704	110883	1209	1209	1209	1209	1216	HENRY'S

UNIT	TYPE	TOT									CL	LOC
[redacted]	2051	489	489		0151	110883	1304	1304	1304	1304	1312	
120976	2051	489	489		0276	110883	1304	1304	1304	1304	1312	
[redacted]	2051	488	488		0151	110883	1453	1453	1453	1453	1514	
[redacted]	2051	488	488		0276	110883	1453	1453	1453	1453	1514	
121792	3D3	423	423	F	0922	110883	2206	2209	2209	0000	2209	612 M ST LV
121792	3D3	423	423	F	0922	110883	2208	2211	2211	2220	2220	612 M ST LV
[redacted]	3D3	423	423	F	1290	110883	2208	2209	2209	0000	2209	612 M ST LV
121792	3D3	423	423	F	1290	110883	2208	2211	2211	2220	2220	612 M ST LV
121850	3D3	488	488		0922	110883	2245	2245	2245	2245	2253	
[redacted]	3D3	488	488		1290	110883	2245	2245	2245	2245	2253	
[redacted]	2D23	493	493		0397	110983	0928	0928	0928	0928	0940	
130540	2D23	493	493		0704	110983	0928	0928	0928	0928	0940	
[redacted]	3D3	423	423	M	0922	110983	2141	2141	2141	2144	2153	
[redacted]	3D3	423	423	M	1290	110983	2141	2141	2141	2144	2153	
131775	1D12	488	488		1875	110983	2335	2335	2335	2335	2347	
131775	1D12	488	488		2304	110983	2335	2335	2335	2335	2347	
[redacted]	1E12	488	488		2058	110983	2335	2336	2336	0000	2336	
131775	3D3	488	488		0922	110983	2335	2336	2336	2336	2340	
131775	3D3	488	488		1290	110983	2335	2336	2336	2336	2340	
[redacted]	AIR1	488	488		0572	110983	2335	2336	2336	0000	2336	
[redacted]	AIR1	488	488		1760	110983	2335	2336	2336	0000	2336	
[redacted]	2D23	487	487		0397	111083	1514	1514	1514	1514	1530	
[redacted]	2D23	487	487		0704	111083	1514	1514	1514	1514	1530	
[redacted]	2D13	493	493		0397	111183	0828	0828	0828	0828	0832	
150473	2D13	493	493		0708	111183	0828	0828	0828	0828	0832	
[redacted]	2D12	488	488	A	1488	111183	1000	1000	1000	1000	1015	4X
[redacted]	2D12	488	488	A	9123	111183	1000	1000	1000	1000	1015	4X
[redacted]	2D12	488	488	A	1488	111183	1212	1212	1212	1212	1225	
150691	2D12	488	488	A	9123	111183	1212	1212	1212	1212	1225	
[redacted]	2D12	488	488		1488	111183	1354	1354	1354	1354	1350	
[redacted]	2D12	488	488		9123	111183	1354	1354	1354	1354	1350	
151771	3D2	493	493	A	2197	111183	2318	2318	2318	2318	2320	
[redacted]	3D2	493	493	A	2203	111183	2318	2318	2318	2318	2320	
[redacted]	2D12	488	488		2431	111283	0942	0942	0942	0942	0954	X2
160692	2D12	488	488		9123	111283	0942	0942	0942	0942	0954	X2
[redacted]	3D3	488	488	A	0645	111283	1701	1701	1701	1701	1710	
[redacted]	3D3	488	488	A	1958	111283	1701	1701	1701	1701	1710	
[redacted]	3D12	488	488	M	1921	111283	1739	1739	1739	1739	1744	
[redacted]	3D12	488	488	M	2208	111283	1739	1739	1739	1739	1744	
[redacted]	3D1	488	488		2186	111283	1920	1920	1920	1920	1925	
[redacted]	3D1	488	488		2197	111283	1920	1920	1920	1920	1925	
161510	3D3	488	488		0645	111283	1941	1941	1941	1941	1950	
[redacted]	3D3	488	488		1958	111283	1941	1941	1941	1941	1950	
[redacted]	3D3	490	490		0645	111283	2140	2140	2140	2140	2150	
161720	3D3	490	490		1958	111283	2140	2140	2140	2140	2150	
[redacted]	3D12	488	488		1921	111283	2233	2233	2233	2233	2240	
[redacted]	3D12	488	488		2208	111283	2233	2233	2233	2233	2240	
161984	3D1	488	488		2186	111283	2350	2350	2350	2350	0000	
[redacted]	3D1	488	488		2197	111283	2350	2350	2350	2350	0000	
[redacted]	1D12	488	488		1875	111383	0201	0201	0201	0201	0211	
170216	1D12	488	488		2043	111383	0201	0201	0201	0201	0211	
170917	2D12	488	488		0704	111383	1341	1341	1341	1341	1349	
[redacted]	2D12	488	488		0721	111383	1341	1341	1341	1341	1349	
170978	2D12	493	493		0704	111383	1440	1440	1440	1440	1455	
170978	2D12	493	493		0721	111383	1440	1440	1440	1440	1455	
[redacted]	3D3	488	488		0645	111383	2144	2144	2144	2144	2150	

UNIT	TYPE	IDF										
610	303	488	488		1958	111383	2144	2144	2144	2144	2150	HENRYS
[illegible]	1E	489	489		0452	111383	2350	2350	2350	2350	2355	HENRYS /H/PONZ
11[illegible]	1D	488	488		1944	111483	0253	0253	0253	0253	0306	HENRYS
1193	1D	488	488		2419	111483	0253	0253	0253	0253	0306	HENRYS
1183	1E34	488	488		1246	111483	0253	0253	0253	0253	0307	HENRYS
.1[illegible]6	2D12	488	488		0721	111483	1438	1438	1438	1438	1445	HENRYS
.1[illegible]6	2D12	488	488		0960	111483	1438	1438	1438	1438	1445	HENRYS
.294	2D13	488	488		0708	111483	1542	1542	1542	1542	1549	HENRYS
1294	2D13	488	488		2431	111483	1542	1542	1542	1542	1549	HENRYS
1[illegible]8	3D12	488	488		1921	111483	1619	1619	1619	1619	1621	HENRYS
1368	3D12	488	488		2208	111483	1619	1619	1619	1619	1621	HENRYS
1573	303	446	446	H	0645	111483	1845	1851	1852	0000	1903	HENRYS /BA 632 H ST LV
15[illegible]3	303	446	446	H	1958	111483	1845	1851	1852	0000	1903	HENRYS /BA 632 H ST LV
1886	303	489	489		0645	111483	2211	2211	2211	2211	2211	HENRYS
1886	303	489	489		1958	111483	2211	2211	2211	2214	2211	HENRYS
19[illegible]4	3D12	423	417	F	1921	111483	2229	2231	2231	2237	2255	HENRYS /BA 632 H ST LV
1914	3D12	423	417	M	1921	111483	2229	2305	2305	2313	2315	HENRYS /BA 632 H ST LV
1914	3D12	423	417	F	2208	111483	2229	2231	2231	2237	2255	HENRYS /BA 632 H ST LV
19[illegible]4	3D12	423	417	M	2208	111483	2229	2305	2305	2313	2315	HENRYS /BA 632 H ST LV
20[illegible]6	3D1	487	487		2186	111483	2337	2337	2337	2337	2341	HENRYS
204[illegible]	3D1	487	487		2197	111483	2337	2337	2337	2337	2341	HENRYS
02[illegible]	1D	489	489		0452	111583	0500	0500	0500	0500	0505	HENRYS
02[illegible]6	1D	489	489		1944	111583	0500	0500	0500	0500	0505	HENRYS
0688	2D51	490	490		0276	111583	1034	1034	1034	1034	1037	HENRY'S LIQ
0688	2D51	490	490		0613	111583	1034	1034	1034	1034	1037	HENRY'S LIQ
09[illegible]3	S1165	491	491		0002	111583	1308	1308	1308	1308	1335	HENRYS
0933	S1165	491	491		0002	111583	1308	1308	1308	1308	1335	HENRYS
1117	2D51	488	488		0276	111583	1445	1506	1506	1506	1508	HENRYS
11[illegible]7	2D51	488	488		0613	111583	1445	1506	1506	1506	1508	HENRYS
11[illegible]7	2D53	488	488		0397	111583	1445	1445	1445	1445	1529	HENRYS
1117	2D53	488	488		0701	111583	1445	1445	1445	1445	1529	HENRYS
0[illegible]5	2023	490	490		0397	111683	1223	1223	1223	1223	1243	HENRYS/H WILSON
0[illegible]5	2023	490	490		0704	111683	1223	1223	1223	1223	1243	HENRYS/H WILSON
0977	2023	489	489		0397	111683	1409	1409	1409	1409	1420	HENRYS
0977	2023	489	489		0704	111683	1409	1409	1409	1409	1420	HENRYS
0[illegible]2	2023	488	488		0397	111783	0951	0951	0951	0951	1005	HENRYS
0[illegible]4	2023	488	488		0960	111783	0951	0951	0951	0951	1005	HENRYS
08[illegible]	2023	488	488		0397	111783	1501	1501	1501	1501	1507	HENRYS
0[illegible]5	2023	488	488		0960	111783	1501	1501	1501	1501	1507	HENRYS
0[illegible]5	20	416B	416B	M	0708	111883	1357	1452	1452	1455	1506	HENRYS /BA 632 H ST LV
0935	20	416B	416B	M	0960	111883	1357	1452	1452	1455	1506	HENRYS /BA 632 H ST LV
1[illegible]9	3D2	490	490		1928	111883	1834	1834	1834	1834	1837	HENRYS
1[illegible]9	3D2	490	490		2209	111883	1834	1834	1834	1834	1837	HENRYS
0714	2D12	488	488		1488	111983	0930	0930	0930	0930	0946	HENRYS
0714	2D12	488	488		2431	111983	0930	0930	0930	0930	0946	HENRYS
0[illegible]6	2D13	416B	416B	F	0708	111983	1202	1210	1210	0000	1213	HENRYS /BA 632 H ST LV
0916	2D13	416B	416B	M	0708	111983	1202	1223	1223	1224	1228	HENRYS /BA 632 H ST LV
0916	2D13	416B	416B	F	0960	111983	1202	1210	1210	0000	1213	HENRYS /BA 632 H ST LV
0[illegible]6	2D13	416B	416B	M	0960	111983	1202	1223	1223	1224	1228	HENRYS /BA 632 H ST LV
1[illegible]58	2D12	488	488		1488	111983	1356	1356	1356	1356	1406	HENRYS 2X
1058	2D12	488	488		2431	111983	1356	1356	1356	1356	1406	HENRYS 2X
1[illegible]73	3D12	489	489		1921	111983	1623	1623	1623	1623	1629	HENRYS
1[illegible]74	3D12	489	489		2208	111983	1623	1623	1623	1623	1629	HENRYS
1640	3D12	488	488		1921	111983	2038	2038	2038	2038	2053	HENRYS
1[illegible]40	3D12	488	488		2208	111983	2038	2038	2038	2038	2053	HENRYS
1[illegible]62	3D1	488	488		2186	111983	2148	2148	2148	2148	2151	HENRYS

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[redacted]762	3D1	488	488		21..	111983	2146	2146	2146	21..	2151	[illegible]	
[redacted]251	3D12	488	488		1921	112083	1704	1704	1704	1701	1710	[illegible]	
111251	3D12	488	488		2208	112083	1704	1704	1704	1701	1710	[illegible]	
[redacted]281	3D3	488	488		1958	112183	1630	1630	1630	1630	1636	[illegible]	
[redacted]281	3D3	488	488		2097	112183	1630	1630	1630	1630	1636	[illegible]	
151690	3D3	488	488		1958	112183	2057	2057	2057	2057	2125	[illegible]	
[redacted]690	3D3	488	488		2097	112183	2057	2057	2057	2057	2125	[illegible]	
[redacted]78	1D1	489	489		0452	112283	0205	0205	0205	0205	0211	[illegible]	/BA 632 H ST LV
160175	1D1	489	489		1246	112283	0205	0205	0205	0205	0211	[illegible]	/BA 632 H ST LV
[redacted]181	2D23	488	488		0397	112283	1457	1457	1457	1457	1514	HENRYS	BAR
[redacted]181	2D23	488	488		0704	112283	1457	1457	1457	1457	1514	HENRYS	BAR
170162	1D	489	489	A	1944	112383	0239	0239	0239	0239	0249	HENRYS/H/BONZ	
170162	1D	489	489	A	2419	112383	0239	0239	0239	0239	0249	HENRYS/H/BONZ	
[redacted]199	3D1	416B	416B	M	0620	112383	1640	1641	1641	1645	1646	632 H ST LV	
[redacted]199	3D1	416B	416B	M	1720	112383	1640	1641	1641	1645	1646	632 H ST LV	
171306	3D1	417	417	H	0620	112383	1748	1749	1749	1752	1800	632 H ST LV	
[redacted]306	3D1	417	417	H	1720	112383	1748	1749	1749	1752	1800	632 H ST LV	
[redacted]795	1D12	488	488		1875	112383	2315	2315	2315	2315	2325	HENRYS	
171795	1D12	488	488		2043	112383	2315	2315	2315	2315	2325	HENRYS	
[redacted]164	1D12	488	488	A	1875	112483	0243	0243	0243	0243	0257	HENRYS	
[redacted]164	1D12	488	488	A	2043	112483	0243	0243	0243	0243	0257	HENRYS	
[redacted]295	1D12	437A	437A	A	1875	112483	0531	0605	0605	0606	0641	HENRYS	/BA 632 H ST LV
[redacted]	1D12	437A	437A	A	2043	112483	0531	0605	0605	0606	0641	HENRYS	/BA 632 H ST LV
[redacted]295	584	437A	437A		0714	112483	0531	0637	0000	0637	0640	HENRYS	/BA 632 H ST LV
[redacted]865	3D1	488	488		0620	112483	1759	1759	1759	1759	1803	HENRYS	
180865	3D1	488	488		1720	112483	1759	1759	1759	1759	1803	HENRYS	
[redacted]129	3D1	488	488	A	0620	112483	2208	2208	2208	2208	2222	HENRYS	
[redacted]129	3D1	488	488	A	1720	112483	2208	2208	2208	2208	2222	HENRYS	
190691	2D12	488	488		0721	112583	1326	1326	1326	1326	1332	HENRYS	
[redacted]691	2D12	488	488		9123	112583	1326	1326	1326	1326	1332	HENRYS	
[redacted]586	1D13	488	488		2304	112583	2316	2316	2316	2316	2320	HENRYS	
191586	1D13	488	488		2430	112583	2316	2316	2316	2316	2320	HENRYS	
191595	1D13	489	489		2304	112583	2320	2320	2320	2320	2327	HENRYS	
[redacted]595	1D13	489	489		2430	112583	2320	2320	2320	2320	2327	HENRYS	
[redacted]382	1D12	487	487	A	1875	112683	0526	0526	0526	0526	0551	HENRYS	PL
200382	1D12	487	487	A	2043	112683	0526	0526	0526	0526	0551	HENRYS	PL
[redacted]382	1D13	487	487		2304	112683	0526	0539	0539	0539	0552	HENRYS	PL
[redacted]382	1D13	487	487		2430	112683	0526	0539	0539	0539	0552	HENRYS	PL
[redacted]	1D13	488	488		2304	112683	2313	2313	2313	2313	2325	HENRYS	
[redacted]	1D13	488	488		2430	112683	2313	2313	2313	2313	2325	HENRYS	
[redacted]0c	1D13	487	487		2304	112783	0047	0047	0047	0047	0121	HENRYS	
10066	1D13	487	487		2430	112783	0047	0047	0047	0047	0121	HENRYS	
10225	1D13	489	489		2304	112783	0301	0301	0301	0301	0304	HENRYS	
[redacted]225	1D13	489	489		2430	112783	0301	0301	0301	0301	0304	HENRYS	
[redacted]92c	2D12	490	490		0721	112783	1441	1441	1441	1441	1448	HENRYS	
10924	2D12	490	490		0960	112783	1441	1441	1441	1441	1448	HENRYS	
[redacted]053	3D3	416B	416B	M	1958	112783	1558	1559	1559	1614	1622	HENRYS	/BA 632 H ST L
[redacted]053	3D3	416B	416B	M	2097	112783	1558	1559	1559	1614	1622	HENRYS	/BA 632 H ST L
11513	3D3	488	488	A	1958	112783	2147	2147	2147	2147	2151	HENRYS	
[redacted]513	3D3	488	488	A	2097	112783	2147	2147	2147	2147	2151	HENRYS	
[redacted]540	3D12	488	488	A	2197	112783	2206	2206	2206	2206	2211	HENRYS	
11540	3D12	488	488	A	2203	112783	2206	2206	2206	2206	2211	HENRYS	
[redacted]595	3D3	488	488		1958	112783	2236	2236	2236	2236	2239	HENRYS	
[redacted]595	3D3	488	488		2097	112783	2236	2236	2236	2236	2238	HENRYS	
21035	2D12	440	440	K	0721	112883	1437	1441	1441	1448	1459	HENRYS	/BA 632 H ST L
21035	2D12	440	440	K	0960	112883	1437	1441	1441	1448	1459	HENRYS	/BA 632 H ST L

[redacted]

[redacted]

0562

UNIT	TYPE	TOP			DATE							
321549	3D3	488	488		1958	112883	1951	1951	1951	1951	1955	HENRYS
321549	3D3	488	488		2097	112883	1951	1951	1951	1951	1955	HENRYS
321733	3L12	446	446	F	2197	112883	2200	2200	2200	0000	2203	HENRYS /BA 632 H ST
321733	3D12	446	446	F	2203	112883	2200	2200	2200	0000	2203	HENRYS /BA 632 H ST
321733	3L3	446	446	H	1958	112883	2200	2204	2204	2204	2222	HENRYS /BA 632 H ST
321733	3D3	446	446	H	2097	112883	2200	2204	2204	2204	2222	HENRYS /BA 632 H ST
331001	2D23	488	488		0397	112983	1406	1406	1406	1406	1410	HENRYS
331001	2D23	488	488		0704	112983	1406	1406	1406	1406	1410	HENRYS
331078	2D23	488	488		0397	112983	1506	1506	1506	1506	1520	HENRYS SEV TIME
331078	2D23	488	488		0704	112983	1506	1506	1506	1506	1520	HENRYS SEV TIME
331157	3E12	446	446		1875	112983	1550	1553	1553	0000	1604	632 H ST LV
331157	3E12	446	446		2520	112983	1550	1553	1553	0000	1604	632 H ST LV
331157	3E34	446	446	H	0495	112983	1550	1553	1553	1558	1604	632 H ST LV
331354	3D1	488	488		0620	112983	1758	1758	1758	1758	1805	HENRY
331354	3D1	488	488		1720	112983	1758	1758	1758	1758	1805	HENRY
331354	3D2	488	488		0202	112983	1758	1758	1758	1758	1804	HENRY
331354	3D2	488	488		0922	112983	1758	1758	1758	1758	1804	HENRY
331495	3D1	487	487	M	0620	112983	1932	1932	1932	1932	1946	HENRYS
331495	3D1	487	487	M	1720	112983	1932	1932	1932	1932	1946	HENRYS

0563

Assault 415
3

413
Man @ gun
1

fight 416B
11

425
Suspicious circumstances
1

421 A - Mental Patient
1

Henry December 1983

132 Operate Events

488 - Bar checks

446 - Drug related
3

493 Follow-up Inv
3

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	C
833350688	2D23	493	493		0397	120183	1049	1049	1049	1049	1104
833350688	2D23	493	493		0704	120183	1049	1049	1049	1049	1104
833350688	2D51	493	493		0276	120183	1049	1058	1058	1058	1115
833350688	2D51	493	493		0613	120183	1049	1058	1058	1058	1115
833360017	1D12	488	488	F	1875	120283	0008	0008	0008	0008	0038
833360017	1D12	488	488	F	2043	120283	0008	0008	0008	0008	0038
833360017	G387	488	488	F	0387	120283	0008	0046	0046	0000	0055
833361126	2D13	488	488		0708	120283	1540	1540	1540	1540	1549
833361126	2D13	488	488		2374	120283	1540	1540	1540	1540	1549
833361669	3D3	488	488		1958	120283	2121	2121	2121	2121	2124
833361669	3D3	488	488		2097	120283	2121	2121	2121	2121	2124
833361728	3D3	488	488		1958	120283	2156	2156	2156	2156	2158
833361728	3D3	488	488		2097	120283	2156	2156	2156	2156	2158
833361773	3D3	489	489		1958	120283	2218	2218	2218	2218	2239
833361773	3D3	489	489		2097	120283	2218	2218	2218	2218	2239
833361932	3D3	488	488		1958	120283	2336	2336	2336	2336	2341
833361932	3D3	488	488		2097	120283	2336	2336	2336	2336	2341
833361958	1E12	446	446		2058	120283	2349	2351	2351	2355	0009
833361958	1E34	446	446		0988	120283	2349	2351	2351	2358	0009
833361958	3D3	446	446	A	1958	120283	2349	2352	2352	2353	0009
833361958	3D3	446	446	F	1958	120283	2349	2349	2349	0000	2350
833361958	3D3	446	446	A	2097	120283	2349	2352	2352	2353	0009
833361958	3D3	446	446	F	2097	120283	2349	2349	2349	0000	2350
833380494	1D5	490	490		0452	120483	0609	0609	0609	0609	0613
833380494	1D5	490	490		1944	120483	0609	0609	0609	0609	0613
833380660	2D12	425	425		0721	120483	0831	0833	0833	0000	0839
833380660	2D12	425	425		0960	120483	0831	0833	0833	0000	0839
833380660	2D13	425	425	F	0708	120483	0831	0833	0833	0836	0839
833380660	2D13	425	425	F	2204	120483	0831	0833	0833	0836	0839
833381543	3D3	488	488	A	1686	120483	2036	2036	2036	2036	2044
833381543	3D3	488	488	A	1958	120483	2036	2036	2036	2036	2044
833381692	3D3	488	488		1686	120483	2217	2217	2217	2217	2232
833381692	3D3	488	488		1958	120483	2217	2217	2217	2217	2232
833381783	3D3	416B	416B	F	1686	120483	2305	2308	2308	0000	2311
833381783	3D3	416B	416B	F	1686	120483	2305	2323	2323	0000	2326
833381783	3D3	416B	416B	F	1958	120483	2305	2308	2308	0000	2311
833381783	3D3	416B	416B	F	1958	120483	2305	2323	2323	0000	2326
833381827	3D3	487	487	A	1686	120483	2326	2326	2326	2326	2351
833381827	3D3	487	487	A	1958	120483	2326	2326	2326	2326	2351
833390179	1D	489	489		0452	120583	0226	0226	0226	0226	0258
833390179	1D	489	489		1944	120583	0226	0226	0226	0226	0258
833391540	3D3	488	488		1686	120583	1900	1900	1900	1900	1904
833391540	3D3	488	488		1958	120583	1900	1900	1900	1900	1904
833391722	3D3	488	488		1686	120583	2100	2100	2100	2100	2103
833391722	3D3	488	488		1958	120583	2100	2100	2100	2100	2103
833391771	3F24	493	493		2186	120583	2129	2129	2129	2136	2137
833391895	3D3	488	488	A	1686	120583	2253	2253	2253	2253	2253
833391895	3D3	488	488	A	1958	120583	2253	2253	2253	2253	2253
833400024	3D3	488	488		1686	120683	0010	0010	0010	0010	0024
833400024	3D3	488	488		1958	120683	0010	0010	0010	0010	0024
833400246	1D5	493	493		0452	120683	0326	0326	0326	0326	0332
833400246	1D5	493	493		1944	120683	0326	0326	0326	0326	0332
833400855	2D23	413	413	H	0326	120683	1201	1203	1203	1206	1211
833400855	2D23	413	413	H	0397	120683	1201	1203	1203	1206	1211
833400855	R147	413	413		0147	120683	1201	1204	1204	1204	1211
833400855	R147	413	413		0181	120683	1201	1204	1204	1204	1211

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	
833401610	3D1	416B	416B	H	0645	120683	2007	2008	2008	2020	202
833401610	3D1	416B	416B	H	1720	120683	2007	2008	2008	2020	202
833410917	2D	488	488		0473	120783	1404	1404	1404	1404	141
833410917	2D	488	488		9123	120783	1404	1404	1404	1404	141
833411023	2D	490	490		0473	120783	1515	1515	1515	1515	151
833411023	2D	490	490		9123	120783	1515	1515	1515	1515	151
833411064	2D	490	490		0473	120783	1540	1540	1540	1540	160
833411064	2D	490	490		9123	120783	1540	1540	1540	1540	160
833411064	2D23	490	490		0397	120783	1540	1544	1544	1544	170
833411064	2D23	490	490		0704	120783	1540	1544	1544	1544	170
833420135	1D12	488	488		1875	120883	0208	0208	0208	0208	024
833420135	1D12	488	488		2043	120883	0208	0208	0208	0208	024
833420787	2D51	415	415	C	0276	120883	1228	1228	1228	1235	130
833420787	2D51	415	415	C	0613	120883	1228	1228	1228	1235	130
833420996	2D23	493	493		0397	120883	1454	1454	1454	1454	152
833420996	2D23	493	493		0704	120883	1454	1454	1454	1454	152
833421527	3D3	488	488	A	1873	120883	2043	2043	2043	2043	205
833421527	3D3	488	488	A	1908	120883	2043	2043	2043	2043	205
833421734	3D1	446	446	F	0620	120883	2319	2319	2320	2346	235
833421734	3D1	446	446	F	0645	120883	2319	2319	2320	2346	235
833430145	1D13	488	440	A	2304	120983	0258	0258	0258	0258	031
833430145	1D13	488	440	A	2430	120983	0258	0258	0258	0258	031
833430708	2D51	488	488		0721	120983	1147	1147	1147	1147	115
833430708	2D51	488	488		9123	120983	1147	1147	1147	1147	115
833430985	2D51	488	488		0721	120983	1442	1442	1442	1442	145
833430985	2D51	488	488		9123	120983	1442	1442	1442	1442	145
833431199	3D3	488	488		1958	120983	1659	1659	1659	1659	170
833431199	3D3	488	488		2097	120983	1659	1659	1659	1659	170
833431313	3D3	488	488		1958	120983	1813	1813	1813	1813	181
833431313	3D3	488	488		2097	120983	1813	1813	1813	1813	181
833431556	3D3	488	488		1958	120983	2019	2019	2019	2019	202
833431556	3D3	488	488		2097	120983	2019	2019	2019	2019	202
833431610	3D3	488	488		1958	120983	2053	2053	2053	2053	205
833431610	3D3	488	488		2097	120983	2053	2053	2053	2053	205
833440784	2D	488	488	M	0708	121083	1121	1121	1121	1121	113
833440784	2D	488	488	M	0721	121083	1121	1121	1121	1121	113
833441421	3D12	488	488		1921	121083	1846	1846	1846	1846	184
833441421	3D12	488	488		2208	121083	1846	1846	1846	1846	184
833441589	3D3	488	488		1686	121083	2024	2024	2024	2024	202
833441589	3D3	488	488		2097	121083	2024	2024	2024	2024	202
833441594	3D3	493	493		1686	121083	2026	2026	2026	2026	204
833441594	3D3	493	493		2097	121083	2026	2026	2026	2026	204
833441618	3D3	488	488		1686	121083	2044	2044	2044	2044	204
833441618	3D3	488	488		2097	121083	2044	2044	2044	2044	204
833441642	1200	488	488		0002	121083	2102	2105	2105	2105	211
833441642	3D12	488	488	F	1921	121083	2102	2103	2103	0000	210
833441642	3D12	488	488	F	2208	121083	2102	2103	2103	0000	210
833441642	3D3	488	488		1686	121083	2102	2102	2102	2102	21
833441642	3D3	488	488		2097	121083	2102	2102	2102	2102	21
833441642	3F3	488	488		1888	121083	2102	2105	2105	2105	210
833450403	1X11	488	488		1246	121183	0458	0458	0458	0458	05
833450403	1X11	488	488		1944	121183	0458	0458	0458	0458	05
833450932	2D12	488	488	A	2374	121183	1405	1405	1405	1405	14
833450932	2D12	488	488	A	9123	121183	1405	1405	1405	1405	14
833451063	3D3	488	488		1686	121183	1602	1602	1602	1602	16
833451063	3D3	488	488		2203	121183	1602	1602	1602	1602	16

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CI
833451213	3D3	488	488		1686	121183	1747	1747	1747	1747	1750
833451213	3D3	488	488		2203	121183	1747	1747	1747	1747	1750
833451272	3D3	488	488		1686	121183	1830	1830	1830	1830	1836
833451272	3D3	488	488		2203	121183	1830	1830	1830	1830	1836
833451329	3D12	488	488		1958	121183	1914	1914	1914	1914	1919
833451329	3D12	488	488		2097	121183	1914	1914	1914	1914	1919
833451376	3D3	490	488		1686	121183	1953	1953	1953	1953	1959
833451376	3D3	490	488		2203	121183	1953	1953	1953	1953	1959
833451462	3D3	489	489		1686	121183	2057	2057	2057	2057	2113
833451462	3D3	489	489		2203	121183	2057	2057	2057	2057	2113
833451507	3D3	489	489		1686	121183	2131	2131	2131	2131	2135
833451507	3D3	489	489		2203	121183	2131	2131	2131	2131	2135
833461273	3D3	488	488		1686	121283	1623	1623	1623	1623	1632
833461273	3D3	488	488		2208	121283	1623	1623	1623	1623	1632
833461294	3D12	488	488		1958	121283	1634	1634	1634	1634	1642
833461294	3D12	488	488		2097	121283	1634	1634	1634	1634	1642
833461527	3D3	488	488		1686	121283	1918	1918	1918	1918	1926
833461527	3D3	488	488		2208	121283	1918	1918	1918	1918	1926
833461550	3D3	488	488	M	1686	121283	1933	1933	1933	1933	1944
833461550	3D3	488	488	M	2208	121283	1933	1933	1933	1933	1944
833461624	3D12	488	488	A	1958	121283	2016	2016	2016	2016	2026
833461624	3D12	488	488	A	2097	121283	2016	2016	2016	2016	2026
833461755	3D12	488	488		1958	121283	2147	2147	2147	2147	2156
833461755	3D12	488	488		2097	121283	2147	2147	2147	2147	2156
833461821	3D3	487	487		1686	121283	2234	2234	2234	2234	2257
833461821	3D3	487	487		2208	121283	2234	2234	2234	2234	2257
833461870	3D12	488	488		1958	121283	2306	2306	2306	2306	2335
833461870	3D12	488	488		2097	121283	2306	2306	2306	2306	2335
833470377	1D	416B	416B	N	1246	121383	0619	0629	0629	0000	0632
833470377	1D	416B	416B	N	1944	121383	0619	0629	0629	0000	0632
833470377	1E12	416B	416B	F	0611	121383	0619	0627	0627	0000	0629
833470377	1F13	416B	416B	H	2261	121383	0619	0628	0000	0629	0632
833470926	2D23	421A	421A	M	0397	121383	1229	1238	1238	1247	1256
833470926	2D23	421A	421A	M	0704	121383	1229	1238	1238	1247	1256
833471200	2D23	487	487	J	0397	121383	1531	1531	1531	1531	1546
833471200	2D23	487	487	J	0704	121383	1531	1531	1531	1531	1546
833471960	3D3	488	488		1873	121383	2323	2323	2323	2323	2325
833471960	3D3	488	488		1908	121383	2323	2323	2323	2323	2325
833480012	1D	417	417	M	1246	121483	0007	0012	0012	0016	0025
833480012	1D	417	417	M	1944	121483	0007	0012	0012	0016	0025
833480012	1E34	417	417		0802	121483	0007	0013	0013	0014	0024
833480012	1E34	417	417		2419	121483	0007	0013	0013	0014	0024
833480012	3D1	417	417	F	0620	121483	0007	0008	0008	0000	0008
833480012	3D1	417	417	F	0645	121483	0007	0008	0008	0000	0008
833481954	3D3	416B	416B	M	1873	121583	2356	0001	0001	0005	0021
833481954	3D3	416B	416B	M	1908	121583	2356	0001	0001	0005	0021
833490044	1E	487	487		1875	121583	0040	0040	0040	0040	0056
833500268	1D	488	488		2304	121683	0421	0421	0421	0421	0433
833500268	1D	488	488		2430	121683	0421	0421	0421	0421	0433
833500807	3D3	488	488		1958	121683	1931	1931	1931	1931	1944
833500807	3D3	488	488		2097	121683	1931	1931	1931	1931	1944
833500948	3D3	488	488		1958	121683	2057	2057	2057	2057	2103
833500948	3D3	488	488		2097	121683	2057	2057	2057	2057	2103
833500994	3D3	488	488		1958	121683	2123	2123	2123	2123	2126
833500994	3D3	488	488		2097	121683	2123	2123	2123	2123	2126
833510155	1D	415	415	F	2304	121783	0124	0124	0124	0000	0126

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	
833510155	1D	415	415	H	2304	121783	0124	0129	0129	0131	01
833510155	1D	415	415	F	2430	121783	0124	0124	0124	0000	01
833510155	1D	415	415	H	2430	121783	0124	0129	0129	0131	01
833510354	1D	416B	416B		2304	121783	0350	0427	0427	0000	04
833510354	1D	416B	416B	F	2304	121783	0350	0407	0407	0000	04
833510354	1D	416B	416B		2430	121783	0350	0427	0427	0000	04
833510354	1D	416B	416B	F	2430	121783	0350	0407	0407	0000	04
833510354	1X12	416B	416B	M	2261	121783	0350	0420	0420	0422	04
833510354	1X13	416B	416B	N	2302	121783	0350	0420	0422	0426	04
833511042	2D13	488	488		1488	121783	1346	1346	1346	1346	13
833511042	2D13	488	488		2431	121783	1346	1346	1346	1346	13
833511271	3D3	488	488	A	1686	121783	1619	1619	1619	1619	16
833511271	3D3	488	488	A	2203	121783	1619	1619	1619	1619	16
833511610	3D3	488	488		1686	121783	1910	1910	1910	1910	19
833511610	3D3	488	488		2203	121783	1910	1910	1910	1910	19
833511845	3D3	490	490		1686	121783	2123	2123	2123	2123	21
833511845	3D3	490	490		2203	121783	2123	2123	2123	2123	21
833520722	2D	489	489		1488	121883	1118	1118	1118	1118	11
833520722	2D	489	489		2374	121883	1118	1118	1118	1118	11
833521367	3D3	416B	441	H	1686	121883	1957	2035	0000	2035	20
833521367	3D3	416B	441	H	2203	121883	1957	2035	0000	2035	20
833530601	2D12	488	488		1488	121983	1006	1006	1006	1006	10
833530601	2D12	488	488		2431	121983	1006	1006	1006	1006	10
833531234	3D3	488	488	A	1686	121983	1635	1635	1635	1635	1
833531234	3D3	488	488	A	2203	121983	1635	1635	1635	1635	1
833531495	3D3	488	488		1686	121983	1928	1928	1928	1928	1
833531495	3D3	488	488		2203	121983	1928	1928	1928	1928	1
833531514	3D3	487	487		1686	121983	1942	1942	1942	1942	1
833531514	3D3	487	487		2203	121983	1942	1942	1942	1942	1
833531672	3D3	488	488		1686	121983	2155	2155	2155	2155	2
833531672	3D3	488	488		2203	121983	2155	2155	2155	2155	2
833531732	3D3	488	488		1686	121983	2242	2242	2242	2242	2
833531732	3D3	488	488		2203	121983	2242	2242	2242	2242	2
833540945	2D51	490	490		0276	122083	1331	1331	1331	1331	1
833540945	2D51	490	490		0613	122083	1331	1331	1331	1331	1
833541014	2D23	488	488		0397	122083	1418	1418	1418	1418	1
833541014	2D23	488	488		0704	122083	1418	1418	1418	1418	1
833550638	2D23	490	490		0397	122183	1051	1051	1051	1051	1
833550638	2D23	490	490		0704	122183	1051	1051	1051	1051	1
833550719	2D23	490	490		0397	122183	1144	1144	1144	1144	1
833550719	2D23	490	490		0704	122183	1144	1144	1144	1144	1
833551186	3D1	489	489		1873	122183	1629	1629	1629	1629	1
833551186	3D1	489	489		1908	122183	1629	1629	1629	1629	1
833560244	1E	488	488		2430	122283	0338	0338	0338	0338	0
833560244	1E34	488	488		0988	122283	0338	0341	0341	0341	0
833560993	3D2	416B	416B	H	0001	122283	1513	1544	1544	1549	1
833560993	3D2	416B	416B	H	1908	122283	1513	1544	1544	1549	1
833561419	3D1	488	488		0620	122283	1930	1930	1930	1930	1
833561419	3D1	488	488		0645	122283	1930	1930	1930	1930	1
833570517	2D13	416B	416B	M	0708	122383	0937	1008	1008	1012	1
833570517	2D13	416B	416B	M	2431	122383	0937	1008	1008	1012	1
833570706	2D13	416B	416B	M	0708	122383	1230	1238	1238	1242	
833570706	2D13	416B	416B	M	2431	122383	1230	1238	1238	1242	
833571060	3D3	488	488	A	1958	122383	1704	1704	1704	1704	
833571060	3D3	488	488	A	2097	122383	1704	1704	1704	1704	
833571310	3D3	488	488		1958	122383	1930	1930	1930	1930	

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	C
833571310	3D3	488	488		2097	122383	1930	1930	1930	1930	1941
833571514	3D3	488	488		1958	122383	2127	2127	2127	2127	2137
833571514	3D3	488	488		2097	122383	2127	2127	2127	2127	2137
833571699	1D	488	488		2304	122383	2302	2302	2302	2302	2303
833571699	1D	488	488		2430	122383	2302	2302	2302	2302	2303
833571721	3D3	490	490		1958	122383	2309	2309	2309	2309	2316
833571721	3D3	490	490		2097	122383	2309	2309	2309	2309	2316
833571813	3D3	488	488		1958	122383	2346	2346	2346	2346	2357
833571813	3D3	488	488		2097	122383	2346	2346	2346	2346	2357
833580076	1D	416B	416B	J	2304	122483	0037	0039	0039	0041	0100
833580076	1D	416B	416B	J	2430	122483	0037	0039	0039	0041	0100
833580776	2D12	488	488		0708	122483	1057	1057	1057	1057	1106
833580776	2D12	488	488		0721	122483	1057	1057	1057	1057	1106
833580848	2D13	488	488	A	2204	122483	1148	1148	1148	1148	1210
833580848	2D13	488	488	A	2374	122483	1148	1148	1148	1148	1210
833581191	3D12	488	488		1958	122483	1608	1608	1608	1608	1616
833581191	3D12	488	488		2097	122483	1608	1608	1608	1608	1616
833581737	3D12	488	488		1958	122483	2213	2213	2213	2213	2224
833581737	3D12	488	488		2097	122483	2213	2213	2213	2213	2224
833590789	3D12	487	487		1958	122583	1514	1514	1514	1514	1537
833590789	3D12	487	487		2097	122583	1514	1514	1514	1514	1537
833591222	3D12	488	488		1958	122583	2109	2109	2109	2109	2126
833591222	3D12	488	488		2097	122583	2109	2109	2109	2109	2126
833600588	2D13	488	488		2204	122683	1113	1113	1113	1113	1129
833600588	2D13	488	488		2374	122683	1113	1113	1113	1113	1129
833600635	2D12	446	446	M	0708	122683	1150	1150	1150	1156	1201
833600635	2D12	446	446	M	0721	122683	1150	1150	1150	1156	1201
833600754	2D12	488	488		0708	122683	1347	1347	1347	1347	1354
833600754	2D12	488	488		0721	122683	1347	1347	1347	1347	1354
833601027	3D12	488	488	A	1958	122683	1705	1705	1705	1705	1708
833601027	3D12	488	488	A	2097	122683	1705	1705	1705	1705	1708
833601134	3D12	488	488		1958	122683	1819	1819	1819	1819	1825
833601134	3D12	488	488		2097	122683	1819	1819	1819	1819	1825
833601394	3D12	488	488	A	1958	122683	2129	2129	2129	2129	2134
833601394	3D12	488	488	A	2097	122683	2129	2129	2129	2129	2134
833610021	3D12	489	489		1958	122783	0012	0012	0012	0012	0013
833610021	3D12	489	489		2097	122783	0012	0012	0012	0012	0013
833611267	3D1	489	489		0620	122783	1737	1737	1737	1737	1754
833611267	3D1	489	489		0645	122783	1737	1737	1737	1737	1754
833611472	3D1	416B	416B	M	0620	122783	1955	2028	2029	2033	2048
833611472	3D1	416B	416B	M	0645	122783	1955	2028	2029	2033	2048
833611782	3D2	489	489	M	1873	122783	2316	2316	2316	2316	2317
833611782	3D2	489	489	M	1908	122783	2316	2316	2316	2316	2317
833620188	1D	416	416	H	1246	122883	0232	0232	0232	0234	0237
833620188	1D	416	416	H	1944	122883	0232	0232	0232	0234	0237
833620188	1E12	416	416		0611	122883	0232	0232	0232	0235	0237
833620188	K94	416	416		1467	122883	0232	0232	0232	0000	0235
833621411	3D2	415	415	H	0922	122883	1929	1934	1934	1937	1952
833621411	3D2	415	415	H	1720	122883	1929	1934	1934	1937	1952
833621536	3D1	488	488	A	1873	122883	2105	2107	2107	2108	2122
833621536	3D1	488	488	A	1908	122883	2105	2107	2107	2108	2122
833621536	K94	488	488		1467	122883	2105	2105	2105	2105	2122
833630503	2D23	490	490		0397	122983	0916	0916	0916	0916	0943
833630503	2D23	490	490		0704	122983	0916	0916	0916	0916	0943
833630953	2D23	488	488		0397	122983	1445	1445	1445	1445	1515
833630953	2D23	488	488		0704	122983	1445	1445	1445	1445	1515

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR
833630953	2D51	488	488		0276	122983	1445	1458	1458	1458
833630953	2D51	488	488		0613	122983	1445	1458	1458	1458
833640210	1D	489	489	L	2304	123083	0320	0320	0320	0320
833640210	1D	489	489	L	2430	123083	0320	0320	0320	0320
833640884	2D12	488	488		0721	123083	1336	1336	1336	1336
833640884	2D12	488	488		0960	123083	1336	1336	1336	1336
833640975	2D13	488	488		0708	123083	1447	1447	1447	1447
833640975	2D13	488	488		9123	123083	1447	1447	1447	1447
833650167	1D	489	489		2304	123183	0142	0142	0142	0142
833650167	1D	489	489		2430	123183	0142	0142	0142	0142
833650231	1D	485	485		2304	123183	0225	0225	0225	0225
833650231	1D	485	485		2430	123183	0225	0225	0225	0225
833650231	1X11	485	485	F	2000	123183	0225	0225	0226	0230
833650231	1X11	485	485	F	2429	123183	0225	0225	0226	0230
833650231	1X12	485	485	N	2535	123183	0225	0225	0225	0233
833650231	1X13	485	485	F	2440	123183	0225	0225	0225	0233
833650231	584	485	485		0714	123183	0225	0239	0000	0239
833650367	1D	488	488		2304	123183	0411	0411	0411	0411
833650367	1D	488	488		2430	123183	0411	0411	0411	0411
833651207	2D13	488	488		0708	123183	1545	1545	1545	1545
833651207	2D13	488	488		9123	123183	1545	1545	1545	1545
833651313	3D12	488	488		1958	123183	1701	1701	1701	1701
833651313	3D12	488	488		2097	123183	1701	1701	1701	1701
833651422	3D12	488	488		1958	123183	1803	1803	1803	1803
833651422	3D12	488	488		2097	123183	1803	1803	1803	1803

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840061774	3D2	493	493		0202	010684	2058	2058	2058	2058	2109	HENRYS /
840061774	3D2	493	493		1908	010684	2058	2058	2058	2058	2109	HENRYS /
840061774	3D3	493	493		1958	010684	2058	2108	2108	2108	2118	HENRYS /
840061774	3D3	493	493		2197	010684	2058	2108	2108	2108	2118	HENRYS /
840070012	1D	488	488		2304	010784	0004	0004	0004	0004	0029	HENRYS
840070012	1D	488	488		2430	010784	0004	0004	0004	0004	0029	HENRYS
840070012	1X15	488	488		0675	010784	0004	0008	0008	0008	0029	HENRYS
840070012	3D2	488	488		0202	010784	0004	0011	0011	0011	0029	HENRYS
840070012	3D2	488	488		1908	010784	0004	0011	0011	0011	0029	HENRYS
840071051	2D13	488	488		0708	010784	1348	1348	1348	1348	1359	HENRYS
840071051	2D13	488	488		9123	010784	1348	1348	1348	1348	1359	HENRYS
840071124	2D12	488	488		0721	010784	1443	1443	1443	1443	1447	HENRYS
840071124	2D12	488	488		0960	010784	1443	1443	1443	1443	1447	HENRYS
840071242	3D3	488	488		1958	010784	1552	1552	1552	1552	1603	HENRYS
840071242	3D3	488	488		2197	010784	1552	1552	1552	1552	1603	HENRYS
840071346	3D3	488	488		1958	010784	1639	1639	1639	1639	1647	HENRYS
840071346	3D3	488	488		2197	010784	1639	1639	1639	1639	1647	HENRYS
840071766	3D3	488	488		1958	010784	2030	2030	2030	2030	2043	HENRYS
840071766	3D3	488	488		2197	010784	2030	2030	2030	2030	2043	HENRYS
840081691	3D3	437A	437A	A	1958	010884	2152	2153	2153	2217	2221	HENRYS /B
840081691	3D3	437A	437A	A	2197	010884	2152	2153	2153	2217	2221	HENRYS /B
840081779	3E12	488	488	A	1686	010884	2249	2249	2249	2249	2317	HENRYS
840081779	3X11	488	488		2186	010884	2249	2249	2249	2249	2303	HENRYS
840090939	2D12	488	488		0721	010984	1159	1159	1159	1159	1201	HENRYS
840090939	2D12	488	488		0960	010984	1159	1159	1159	1159	1201	HENRYS
840091509	3D3	446	446	H	1958	010984	1718	1723	1723	1725	1732	632 H ST
840091509	3D3	446	446	H	2197	010984	1718	1723	1723	1725	1732	632 H ST
840091723	3D3	488	488		1958	010984	1914	1914	1914	1914	1917	HENRYS
840091723	3D3	488	488		2197	010984	1914	1914	1914	1914	1917	HENRYS
840091937	3D3	416B	416B	H	1958	010984	2118	2120	2120	2124	2130	HENRYS /B
840091937	3D3	416B	416B	H	2197	010984	2118	2120	2120	2124	2130	HENRYS /B
840100185	1D	489	489	A	0452	011084	0234	0234	0234	0234	0328	HENRYS /B
840100185	1D	489	489	A	1944	011084	0234	0234	0234	0234	0328	HENRYS /B
840100858	2D23	493	493		0397	011084	1204	1204	1204	1204	1215	HENRYS /B
840100858	2D23	493	493		0704	011084	1204	1204	1204	1204	1215	HENRYS /B
840101063	2D23	488	488		0397	011084	1401	1401	1401	1401	1406	HENRYS
840101063	2D23	488	488		0704	011084	1401	1401	1401	1401	1406	HENRYS
840101080	2D23	493	493		0397	011084	1409	1409	1409	1409	1421	HENRY'S
840101080	2D23	493	493		0704	011084	1409	1409	1409	1409	1421	HENRY'S
840101311	3D1	487	440	A	0620	011084	1635	1635	1635	1635	1702	HENRYS
840101311	3D1	487	440	A	0645	011084	1635	1635	1635	1635	1702	HENRYS
840101506	3D1	488	488		0620	011084	1843	1843	1843	1843	1853	HENRYS
840101506	3D1	488	488		0645	011084	1843	1843	1843	1843	1853	HENRYS
840101676	3D1	488	488		0620	011084	2052	2052	2052	2052	2059	HENRYS
840101676	3D1	488	488		0645	011084	2052	2052	2052	2052	2059	HENRYS
840110980	2D23	488	488		0397	011184	1435	1435	1435	1435	1453	HENRYS
840110980	2D23	488	488		0704	011184	1435	1435	1435	1435	1453	HENRYS
840111044	2D23	489	489		0397	011184	1517	1517	1517	1517	1521	HENRYS 632
840111044	2D23	489	489		0704	011184	1517	1517	1517	1517	1521	HENRYS 632
840120559	2D23	490	490		0397	011284	0935	0935	0935	0935	0948	HENRYS
840120559	2D23	490	490		0704	011284	0935	0935	0935	0935	0948	HENRYS
840121767	1D	488	488		2304	011284	2328	2328	2328	2328	2338	HENRYS

EVENT	UNIT	TYPE	IDF	P	NO	DATE	RC	BC	ENR	AR	CL	LOC

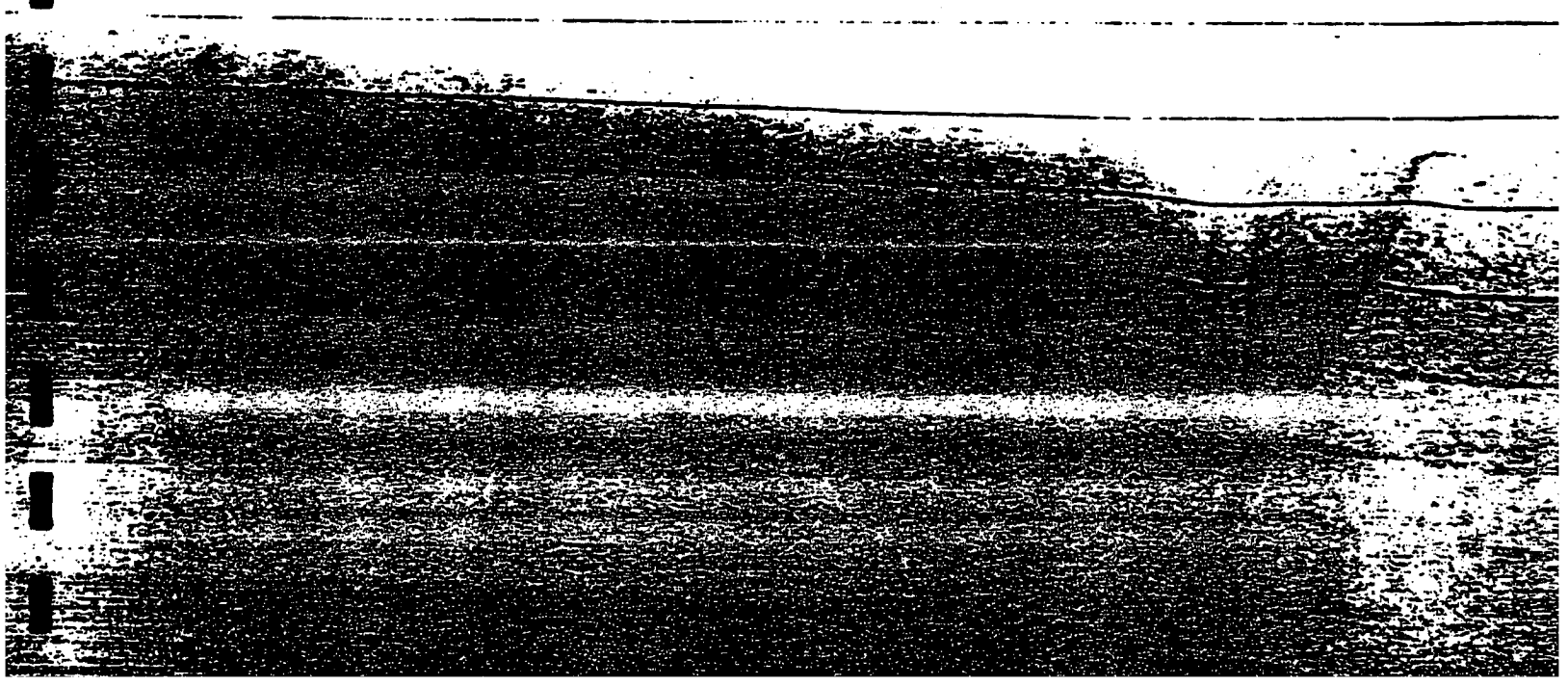
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840011271	3D3	488	488	M	1958	010184	1620	1620	1620	1620	16
840011278	3D3	488	488		1686	010184	1627	1627	1627	1627	16
840011278	3D3	488	488		1958	010184	1627	1627	1627	1627	16
840011391	3D3	488	488		1686	010184	1747	1747	1747	1747	17
840011391	3D3	488	488		1958	010184	1747	1747	1747	1747	17
840011865	3D3	488	488		1686	010184	2330	2330	2330	2330	23
840011865	3D3	488	488		1958	010184	2330	2330	2330	2330	23
840020555	2D12	490	490		0704	010284	0947	0947	0947	0947	09
840020555	2D12	490	490		0960	010284	0947	0947	0947	0947	09
840020879	2D12	489	489		0704	010284	1406	1406	1406	1406	14
840020879	2D12	489	489		0960	010284	1406	1406	1406	1406	14
840020990	2D13	489	489		0708	010284	1523	1523	1523	1523	15
840020990	2D13	489	489		2204	010284	1523	1523	1523	1523	15
840021439	3D3	488	488	A	1686	010284	2047	2047	2047	2047	21
840021439	3D3	488	488	A	1958	010284	2047	2047	2047	2047	21
840021486	3D3	493	493		1686	010284	2125	2125	2125	0000	21
840021486	3D3	493	493		1958	010284	2125	2125	2125	0000	21
840021570	306	407	407	F	0107	010284	2222	2223	0000	2226	22
840021570	3A2	407	407	F	2190	010284	2222	2224	2224	0000	22
840021570	3D1	407	407	F	0364	010284	2222	2223	2223	2224	22
840021570	3D1	407	407	F	2140	010284	2222	2223	2223	2224	22
840021570	3E34	407	407		2097	010284	2222	2223	2223	0000	22
840021570	3F24	407	407		2520	010284	2222	2223	0000	0000	22
840021570	3X2	407	407	N	2027	010284	2222	2224	2224	2225	22
840021570	K94	407	407		1467	010284	2222	2223	2223	0000	22
840021682	3D3	488	488		1686	010284	2318	2318	2318	2318	23
840021682	3D3	488	488		1958	010284	2318	2318	2318	2318	23
840021714	3D3	488	488	A	1686	010284	2336	2336	2336	2336	23
840021714	3D3	488	488	A	1958	010284	2336	2336	2336	2336	23
840030812	2D23	490	490		0397	010384	1137	1137	1137	1137	11
840030812	2D23	490	490		0704	010384	1137	1137	1137	1137	11
840031234	2D23	488	488		0397	010384	1533	1533	1533	1533	15
840031234	2D23	488	488		0704	010384	1533	1533	1533	1533	15
840040166	1E	408	408	J	2419	010484	0244	0244	0244	0244	02
840041084	2D23	488	488		0397	010484	1438	1438	1438	1438	14
840041084	2D23	488	488		0704	010484	1438	1438	1438	1438	14
840041199	2D23	488	488		0397	010484	1540	1540	1540	1540	15
840041199	2D23	488	488		0704	010484	1540	1540	1540	1540	15
840041231	2D23	487	487		0397	010484	1559	1559	1559	1559	16
840041231	2D23	487	487		0704	010484	1559	1559	1559	1559	16
840041231	3E12	487	487		0202	010484	1559	1600	1600	0000	16
840041231	3E12	487	487		1908	010484	1559	1600	1600	0000	16
840041247	3E12	488	488		0202	010484	1604	1604	1604	1607	16
840041247	3E12	488	488		1908	010484	1604	1604	1604	1607	16
840041683	3D2	417	417	M	0922	010484	2019	2019	2019	0000	20
840041683	3D2	417	417	M	1720	010484	2019	2019	2019	0000	20
840041912	1D	488	488	A	2304	010484	2256	2256	2256	2256	23
840041912	1D	488	488	A	2430	010484	2256	2256	2256	2256	23
840041992	1E	415	416B		1875	010484	2336	2337	2337	2340	23
840041992	1E	415	416B	M	1875	010584	2336	0026	0026	0000	00
840041992	1E12	415	416B	F	2058	010484	2336	2337	2337	0000	00
840051008	2D23	489	489		0397	010584	1430	1430	1430	1430	14
840051008	2D23	489	489		0704	010584	1430	1430	1430	1430	14
840060296	1E	489	489		1875	010684	0436	0436	0436	0436	04
840060296	1E34	489	489		2043	010684	0436	0436	0436	0437	04

UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CL	LOC
20	1D12	488	488		2043	012184	0149	0151	0151	0151	0152	HENRYS 3X
204	1X11	488	488		2304	012184	0149	0149	0149	0149	0202	HENRYS 3X
20	1X11	488	488		2430	012184	0149	0149	0149	0149	0202	HENRYS 3X
29	1X11	413	413	A	2304	012184	0312	0324	0324	0325	0341	HENRYS /BA 632 H ST LV
299	1X11	413	413	A	2430	012184	0312	0324	0324	0325	0341	HENRYS /BA 632 H ST LV
032	2D12	490	490		0704	012184	1402	1402	1402	1402	1419	HENRYS
03	2D12	490	490		0960	012184	1402	1402	1402	1402	1419	HENRYS
109	2D13	488	488		2374	012184	1457	1457	1457	1457	1510	HENRYS
103	2D13	488	488		9123	012184	1457	1457	1457	1457	1510	HENRYS
14	2D13	488	488		2374	012184	1535	1535	1535	1535	1546	HENRYS
14	2D13	488	488		9123	012184	1535	1535	1535	1535	1546	HENRYS
128	3D3	489	489	A	1374	012184	1629	1629	1629	1629	1642	HENRYS
120	3D3	489	489	A	1686	012184	1629	1629	1629	1629	1642	HENRYS
15	3D1	423	423	K	1921	012184	1837	1848	1848	1849	1853	HENRYS/BA
157	3D1	423	423	K	2208	012184	1837	1848	1848	1849	1853	HENRYS/BA
198	3D3	437A	437A	A	1374	012184	1859	1932	1932	1933	1950	HENRYS /BA 632 H ST LV
19	3D3	437A	437A	A	1686	012184	1859	1932	1932	1933	1950	HENRYS /BA 632 H ST LV
19	3E	437A	437A		2031	012184	1859	1921	1921	1926	1949	HENRYS /BA 632 H ST LV
198	2	437A	437A	N	1230	012184	1859	1921	1921	1926	1950	HENRYS /BA 632 H ST LV
19		493	493		2031	012184	2055	2055	2055	2055	2057	HENRY'S
61	3D1	488	488	A	1921	012184	2131	2131	2131	2131	2155	HENRYS /BA 632 H ST LV
62	3D1	488	488	A	2208	012184	2131	2131	2131	2131	2155	HENRYS /BA 632 H ST LV
59	1F34	437A	437A	M	2430	012284	0120	0124	0124	0124	0157	HENRYS /BA 632 H ST LV
61	1D	489	489		1246	012284	0722	0722	0722	0722	0727	HENRYS
63	1D	489	489		1944	012284	0722	0722	0722	0722	0727	HENRYS
63	1E34	489	489		0802	012284	0722	0722	0722	0723	0728	HENRYS
56	2D13	488	488		2374	012284	1019	1019	1019	1019	1038	HENRYS
56	2D13	488	488		9123	012284	1019	1019	1019	1019	1038	HENRYS
44	2D13	416	416	F	2374	012284	1315	1315	0000	1318	1332	HENRYS /BA 632 H ST LV
44	2D13	416	416	F	9123	012284	1315	1315	0000	1318	1332	HENRYS /BA 632 H ST LV
58	2D13	488	488	A	2374	012284	1512	1512	1512	1512	1513	HENRYS
58	2D13	488	488	A	9123	012284	1512	1512	1512	1512	1513	HENRYS
92	3D12	490	490		1958	012284	1743	1743	1743	1743	1750	HENRYS W/FD
92	3D12	490	490		2031	012284	1743	1743	1743	1743	1750	HENRYS W/FD
31	3D3	488	488		1374	012284	1812	1812	1812	1812	1815	HENRYS
31	3	488	488		1686	012284	1812	1812	1812	1812	1815	HENRYS
53	3D3	487	487		1374	012284	1834	1834	1834	1834	1900	HENRYS
53	3D3	487	487		1686	012284	1834	1834	1834	1834	1900	HENRYS
07	3D3	488	488		1374	012284	1905	1905	1905	1905	1921	HENRYS
07	3D3	488	488		1686	012284	1905	1905	1905	1905	1921	HENRYS
58	3D12	416B	416B	F	1958	012284	1944	1944	1944	1950	1952	HENRYS /BA 632 H ST LV
58	3D12	416B	416B	F	2031	012284	1944	1944	1944	1950	1952	HENRYS /BA 632 H ST LV
58	3E12	416B	416B	G	2203	012284	1944	2006	2006	0000	2007	HENRYS /BA 632 H ST LV
13	3D3	488	488		1374	012284	2033	2033	2033	2033	2048	HENRYS
13	3D3	488	488		1686	012284	2033	2033	2033	2033	2048	HENRYS
9	3D3	493	493		1374	012284	2134	2137	0000	2137	2147	HENRYS
9	3D3	493	493	F	1374	012284	2134	2134	0000	0000	2135	HENRYS
9	3D3	493	493		1686	012284	2134	2137	0000	2137	2147	HENRYS
9	3D3	493	493	F	1686	012284	2134	2134	0000	0000	2135	HENRYS
6	3D1	437A	441	E	1921	012284	2224	2225	2225	2235	2256	HENRYS /BA 632 H ST LV
6	3D1	437A	441	F	1921	012284	2224	2224	2224	0000	2225	HENRYS /BA 632 H ST LV
0	3D1	437A	441	E	2208	012284	2224	2225	2225	2235	2256	HENRYS /BA 632 H ST LV
6	3D1	437A	441	F	2208	012284	2224	2224	2224	0000	2225	HENRYS /BA 632 H ST LV
8	1D	489	489		1246	012384	0520	0520	0520	0520	0533	HENRYS
8	1D	489	489		1944	012384	0520	0520	0520	0520	0533	HENRYS
9	2D12	490	490		0704	012384	1457	1457	1457	1457	1520	HENRYS

EVENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CL	LOC	
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840131076	3D3	488	488		1686	011384	2352	2352	2352	2352	2355	HENRYS	
840131076	3D3	488	488		1958	011384	2352	2352	2352	2352	2355	HENRYS	
840141212	3D3	488	488		1686	011484	1618	1618	1618	1618	1623	HENRYS	
840141212	3D3	488	488		1958	011484	1618	1618	1618	1618	1623	HENRYS	
840141295	3D1	493	493		1921	011484	1701	1701	1701	1701	1704	HENRYS	BAR
840141295	3D1	493	493		2208	011484	1701	1701	1701	1701	1704	HENRYS	BAR
840141594	3D3	488	488		1686	011484	2017	2017	2017	2017	2029	HENRYS	
840141594	3D3	488	488		1958	011484	2017	2017	2017	2017	2029	HENRYS	
840141788	3D3	488	488		1686	011484	2221	2221	2221	2221	2222	HENRYS	
840141788	3D3	488	488		1958	011484	2221	2221	2221	2221	2222	HENRYS	
840141935	3D3	488	488		1686	011484	2337	2337	2337	2337	2339	HENRYS	
840141935	3D3	488	488		1958	011484	2337	2337	2337	2337	2339	HENRYS	
840150829	2D12	488	488		0704	011584	1328	1328	1328	1328	1330	HENRYS	
840150829	2D12	488	488		0960	011584	1328	1328	1328	1328	1330	HENRYS	
840150976	2E12	490	490		2374	011584	1533	1533	1533	1533	1535	HENRYS	
840151115	3D12	488	488		1958	011584	1651	1651	1651	1655	1723	HENRYS	
840151115	3D12	488	488		2031	011584	1651	1651	1651	1655	1723	HENRYS	
840151115	3D3	488	488	A	1374	011584	1651	1651	1651	1651	1717	HENRYS	
840151115	3D3	488	488	A	1686	011584	1651	1651	1651	1651	1717	HENRYS	
840151489	3D3	489	489		1374	011584	2119	2119	2119	2119	2128	HENRYS	
840151489	3D3	489	489		1686	011584	2119	2119	2119	2119	2128	HENRYS	
840151506	3D3	488	488	A	1374	011584	2131	2131	2131	2131	2143	HENRYS	
840151506	3D3	488	488	A	1686	011584	2131	2131	2131	2131	2143	HENRYS	
840151704	3D3	489	489		1374	011584	2336	2336	2336	2336	2350	HENRYS	
840151704	3D3	489	489		1686	011584	2336	2336	2336	2336	2350	HENRYS	
840161736	3D3	488	488		1374	011684	2108	2108	2108	2108	2116	HENRYS	
840161736	3D3	488	488		1686	011684	2108	2108	2108	2108	2116	HENRYS	
840161943	3D12	488	488		1958	011684	2320	2320	2320	2320	2326	HENRYS	
840161943	3D12	488	488		2031	011684	2320	2320	2320	2320	2326	HENRYS	
840161943	3D3	488	488		1374	011684	2320	2320	2320	2320	2322	HENRYS	
840161943	3D3	488	488		1686	011684	2320	2320	2320	2320	2322	HENRYS	
840190896	2D51	488	488	M	0151	011984	1316	1316	1316	1316	1321	HENRYS	
840190896	2D51	488	488	M	0276	011984	1316	1316	1316	1316	1321	HENRYS	
840191094	2D51	416B	416B	M	0151	011984	1528	1528	1528	1528	1531	HENRYS	/BA 6
840191094	2D51	416B	416B	M	0276	011984	1528	1528	1528	1528	1531	HENRYS	/BA 6
840191420	3D1	488	488		0620	011984	1844	1844	1844	1844	1906	HENRYS	
840191420	3D1	488	488		0645	011984	1844	1844	1844	1844	1906	HENRYS	
840191657	3D3	488	488	B	1726	011984	2134	2134	2134	2134	2144	HENRYS	
840191657	3D3	488	488	B	1908	011984	2134	2134	2134	2134	2144	HENRYS	
840200813	2D12	488	488		0704	012084	1200	1200	1200	1200	1210	HENRYS	
840200813	2D12	488	488		0960	012084	1200	1200	1200	1200	1210	HENRYS	
840201652	3D3	489	489		1726	012084	2033	2033	2033	2033	2038	HENRYS	
840201652	3D3	489	489		1908	012084	2033	2033	2033	2033	2038	HENRYS	
840201681	3D1	401	401		0620	012084	2051	2051	2051	2051	2128	HENRYS	/BA 6
840201681	3D1	401	401		0645	012084	2051	2051	2051	2051	2128	HENRYS	/BA 6
840201681	T10	401	401	C	0693	012084	2051	2052	2052	2101	2127	HENRYS	/BA 6
840201742	3D1	416B	416B	M	0620	012084	2128	2128	2128	2128	2130	HENRYS	/BA 6
840201742	3D1	416B	416B	M	0645	012084	2128	2128	2128	2128	2130	HENRYS	/BA 6
840210009	3D2	489	489		0922	012184	0002	0002	0002	0002	0011	HENRYS	
840210009	3D2	489	489		1720	012184	0002	0002	0002	0002	0011	HENRYS	
840210049	1X11	489	489		2304	012184	0022	0022	0022	0022	0030	HENRYS	
840210049	1X11	489	489		2430	012184	0022	0022	0022	0022	0030	HENRYS	
840210083	1D12	489	489		1875	012184	0040	0040	0040	0040	0047	HENRYS	
840210083	1D12	489	489		2043	012184	0040	0040	0040	0040	0047	HENRYS	
840210204	1D12	488	488		1875	012184	0149	0151	0151	0151	0152	HENRYS	3X

EVENT	UNIT	TYPE	IDF	P	NO	DATE	RC	SC	ENR	AR	CL
840121767	1D	488	488		2430	011284	2328	2328	2328	2328	2338
840131076	3D3	488	488		1686	011384	2352	2352	2352	2352	2355
840131076	3D3	488	488		1958	011384	2352	2352	2352	2352	2355
840141212	3D3	488	488		1686	011484	1618	1618	1618	1618	1623
840141212	3D3	488	488		1958	011484	1618	1618	1618	1618	1623
840141295	3D1	493	493		1921	011484	1701	1701	1701	1701	1704
840141295	3D1	493	493		2208	011484	1701	1701	1701	1701	1704
840141594	3D3	488	488		1686	011484	2017	2017	2017	2017	2029
840141594	3D3	488	488		1958	011484	2017	2017	2017	2017	2029
840141788	3D3	488	488		1686	011484	2221	2221	2221	2221	2222
840141788	3D3	488	488		1958	011484	2221	2221	2221	2221	2222
840141935	3D3	488	488		1686	011484	2337	2337	2337	2337	2339
840141935	3D3	488	488		1958	011484	2337	2337	2337	2337	2339
840150829	2D12	488	488		0704	011584	1328	1328	1328	1328	1330
840150829	2D12	488	488		0960	011584	1328	1328	1328	1328	1330
840150976	2E12	490	490		2374	011584	1533	1533	1533	1533	1535
840151115	3D12	488	488		1958	011584	1651	1651	1651	1655	1723
840151115	3D12	488	488		2031	011584	1651	1651	1651	1655	1723
840151115	3D3	488	488	A	1374	011584	1651	1651	1651	1651	1717
840151115	3D3	488	488	A	1686	011584	1651	1651	1651	1651	1717
840151489	3D3	489	489		1374	011584	2119	2119	2119	2119	2128
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840151506	3D3	488	488	A	1374	011584	2131	2131	2131	2131	2143
840151506	3D3	488	488	A	1686	011584	2131	2131	2131	2131	2143
840151704	3D3	489	489		1374	011584	2336	2336	2336	2336	2350
840151704	3D3	489	489		1686	011584	2336	2336	2336	2336	2350
840161736	3D3	488	488		1374	011684	2108	2108	2108	2108	2116
840161736	3D3	488	488		1686	011684	2108	2108	2108	2108	2116
840161943	3D12	488	488		1958	011684	2320	2320	2320	2320	2326
840161943	3D12	488	488		2031	011684	2320	2320	2320	2320	2326
840161943	3D3	488	488		1374	011684	2320	2320	2320	2320	2322
840161943	3D3	488	488		1686	011684	2320	2320	2320	2320	2322
840190896	2D51	488	488	M	0151	011984	1316	1316	1316	1316	1321
840190896	2D51	488	488	M	0276	011984	1316	1316	1316	1316	1321
840191094	2D51	416B	416B	M	0151	011984	1528	1528	1528	1528	1531
840191094	2D51	416B	416B	M	0276	011984	1528	1528	1528	1528	1531
840191420	3D1	488	488		0620	011984	1844	1844	1844	1844	1906
840191420	3D1	488	488		0645	011984	1844	1844	1844	1844	1906
840191657	3D3	488	488	B	1726	011984	2134	2134	2134	2134	2144
840191657	3D3	488	488	B	1908	011984	2134	2134	2134	2134	2144
840200813	2D12	488	488		0704	012084	1200	1200	1200	1200	1210
840200813	2D12	488	488		0960	012084	1200	1200	1200	1200	1210
840201652	3D3	489	489		1726	012084	2033	2033	2033	2033	2038
840201652	3D3	489	489		1908	012084	2033	2033	2033	2033	2038
840201681	3D1	401	401		0620	012084	2051	2051	2051	2051	2128
840201681	3D1	401	401		0645	012084	2051	2051	2051	2051	2128
840201681	T10	401	401	C	0693	012084	2051	2052	2052	2101	2127
840201742	3D1	416B	416B	M	0620	012084	2128	2128	2128	2128	2130
840201742	3D1	416B	416B	M	0645	012084	2128	2128	2128	2128	2130
840210009	3D2	489	489		0922	012184	0002	0002	0002	0002	0011
840210009	3D2	489	489		1720	012184	0002	0002	0002	0002	0011
840210049	1X11	489	489		2304	012184	0022	0022	0022	0022	0030
840210049	1X11	489	489		2430	012184	0022	0022	0022	0022	0030
840210083	1D12	489	489		1875	012184	0040	0040	0040	0040	0047
840210083	1D12	489	489		2043	012184	0040	0040	0040	0040	0047
840210204	1D12	488	488		1875	012184	0149	0151	0151	0151	0152

T	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CL	LOC	
[illegible]	2D12	402	402	L	0960	013084	1105	1105	1105	1105	1121	HENRYS	
01532	3D1	487	487		2197	013084	1709	1709	1709	1709	1713	HENRYS	BAR
01532	3D1	487	487		2552	013084	1709	1709	1709	1709	1713	HENRYS	BAR
[illegible]	3D12	488	488		1958	013084	1820	1820	1820	1820	1832	HENRYS	
[illegible]	3D12	488	488		2031	013084	1820	1820	1820	1820	1832	HENRYS	
01687	3D3	488	488		1374	013084	1834	1834	1834	1834	1840	HENRYS	
[illegible]	3D3	488	488		1686	013084	1834	1834	1834	1834	1840	HENRYS	
[illegible]	3D1	489	489		2197	013084	2211	2211	2211	2211	2221	HENRYS	
02061	3D1	489	489		2552	013084	2211	2211	2211	2211	2221	HENRYS	
02085	3A52	416	416	N	2187	013084	2227	2229	2229	2230	2237	HENRYS	/BA 632 H ST L
[illegible]	3B34	416	416	N	2027	013084	2227	2231	2231	0000	2231	HENRYS	/BA 632 H ST L
02085	3D1	416	416	M	2197	013084	2227	2228	2228	2229	2239	HENRYS	/BA 632 H ST L
02085	3D1	416	416	M	2552	013084	2227	2228	2228	2229	2239	HENRYS	/BA 632 H ST L
[illegible]	3D12	416	416	N	1958	013084	2227	2229	2229	2230	2238	HENRYS	/BA 632 H ST L
[illegible]	3D12	416	416	N	2031	013084	2227	2229	2229	2230	2238	HENRYS	/BA 632 H ST L
02085	3E	416	416	F	2203	013084	2227	2228	2228	0000	2229	HENRYS	/BA 632 H ST L
[illegible]	3E12	416	416	N	2156	013084	2227	2228	0000	0000	2229	HENRYS	/BA 632 H ST L
[illegible]	1E34	493	493	K	0802	013184	0603	0603	0603	0603	0605	HENRYS	EN 299
11098	2D23	415A	415A		0397	013184	1400	1401	1401	1403	1412	HENRYS	/BA 632 H ST L
[illegible]	2D23	415A	415A		0721	013184	1400	1401	1401	1403	1412	HENRYS	/BA 632 H ST L
[illegible]	2E3	415A	415A		0473	013184	1400	1401	1401	0000	1405	HENRYS	/BA 632 H ST L
11098	2E51	415A	415A	F	0423	013184	1400	1401	1401	1404	1408	HENRYS	/BA 632 H ST L
11098	2F34	415A	415A		2099	013184	1400	1402	1403	0000	1404	HENRYS	/BA 632 H ST L
[illegible]	T531	415A	415A		0286	013184	1400	1401	0000	0000	1414	HENRYS	/BA 632 H ST L
[illegible]	3D1	446	446	F	0645	013184	2249	2250	0000	2254	2319	HENRYS	/BA 632 H ST L
11908	3D1	446	446	F	1720	013184	2249	2250	0000	2254	2319	HENRYS	/BA 632 H ST L



[redacted]	UNIT	TYPE	IDF	P NO	DATE	MC	MC	[illegible]	[illegible]	CL	[illegible]	
0280686	2D13	490	490	0704	012884	0904	0904	0904	0904	0906	HENRYS	
0280686	2D13	490	490	2204	012884	0904	0904	0904	0904	0906	HENRYS	
[redacted]80975	2D12	416	416 M	0704	012884	1300	1300	1300	1300	1310	HENRYS	/BA 632 H S
[redacted]80975	2D12	416	416 M	0960	012884	1300	1300	1300	1300	1310	HENRYS	/BA 632 H S
0280975	2D13	416	416 N	0708	012884	1300	1300	1300	1303	1309	HENRYS	/BA 632 H S
[redacted]80975	2D13	416	416 N	2204	012884	1300	1300	1300	1303	1309	HENRYS	/BA 632 H S
[redacted]81218	3D3	488	488	1374	012884	1600	1600	1600	1600	1614	HENRYS	
0281218	3D3	488	488	1686	012884	1600	1600	1600	1600	1614	HENRYS	
[redacted]81413	3D12	488	488	1958	012884	1741	1741	1741	1741	1747	HENRYS	* 0577
[redacted]81413	3D12	488	488	2031	012884	1741	1741	1741	1741	1747	HENRYS	
0281454	3D1	485	485	1921	012884	1810	1853	1853	1853	1903	HENRYS	/BA 632 H S
0281454	3D1	485	485	2208	012884	1810	1853	1853	1853	1903	HENRYS	/BA 632 H S
[redacted]81454	3D12	485	485 A	1958	012884	1810	1856	1856	1857	1859	HENRYS	/BA 632 H S
0281454	3D12	485	485 A	2031	012884	1810	1856	1856	1857	1859	HENRYS	/BA 632 H S
0281454	3D3	485	485	1374	012884	1810	1810	1810	1810	1903	HENRYS	/BA 632 H S
[redacted]81454	3D3	485	485	1686	012884	1810	1810	1810	1810	1903	HENRYS	/BA 632 H S
[redacted]81505	3D12	488	488	1958	012884	1848	1848	1848	1848	1856	HENRYS/EN/1454	
0281505	3D12	488	488	2031	012884	1848	1848	1848	1848	1856	HENRYS/EN/1454	
[redacted]81591	3D1	493	493	1921	012884	1938	1938	1938	1938	1955	HENRYS	
[redacted]81591	3D1	493	493	2208	012884	1938	1938	1938	1938	1955	HENRYS	
0281886	3D3	485	485	1374	012884	2234	2234	2234	2234	2259	HENRYS	
02[redacted]886	3D3	485	485	1686	012884	2234	2234	2234	2234	2259	HENRYS	
[redacted]81944	3D3	488	488 A	1374	012884	2300	2300	2300	2300	2306	HENRYSA	
0281944	3D3	488	488 A	1686	012884	2300	2300	2300	2300	2306	HENRYSA	
0281950	1X11	489	489	0001	012884	2301	2301	2301	2301	2312	HENRYS	
02[redacted]1950	1X11	489	489	0452	012884	2301	2301	2301	2301	2312	HENRYS	
[redacted]282010	1D1	488	488	2430	012884	2321	2321	2321	2321	2332	HENRYS/4X	
0282010	1D1	488	488	2573	012884	2321	2321	2321	2321	2332	HENRYS/4X	
[redacted]282010	1X11	488	488	0452	012884	2321	2322	2322	2322	2333	HENRYS/4X	
[redacted]282010	1X11	488	488	1246	012884	2321	2322	2322	2322	2333	HENRYS/4X	
[redacted]290290	1D1	489	489	2430	012984	0304	0304	0304	0304	0334	HENRYS	
[redacted]290290	1D1	489	489	2573	012984	0304	0304	0304	0304	0334	HENRYS	
[redacted]290290	1E12	489	489	2043	012984	0304	0310	0310	0310	0335	HENRYS	
[redacted]290497	1D1	493	493	2430	012984	0654	0654	0654	0654	0718	HENRYS	
[redacted]290497	1D1	493	493	2573	012984	0654	0654	0654	0654	0718	HENRYS	
[redacted]290497	1D12	493	493	1875	012984	0654	0654	0654	0654	0720	HENRYS	
[redacted]290497	1D12	493	493	2570	012984	0654	0654	0654	0654	0720	HENRYS	
29[redacted]3	2D13	417	417 H	0708	012984	0840	0915	0915	0915	0917	HENRYS	/BA 632 H ST
[redacted]23	2D13	417	417 H	2204	012984	0840	0915	0915	0915	0917	HENRYS	/BA 632 H ST
[redacted]831	2D13	416B	416B M	0708	012984	1208	1214	1214	1217	1222	HENRYS	/BA 632 H ST
290831	2D13	416B	416B M	2204	012984	1208	1214	1214	1217	1222	HENRYS	/BA 632 H ST
[redacted]013	2D12	488	488	0704	012984	1442	1442	1442	1442	1500	HENRYS	
[redacted]013	2D12	488	488	0960	012984	1442	1442	1442	1442	1500	HENRYS	
[redacted]195	3D3	488	488	1374	012984	1617	1617	1617	1617	1623	HENRYS	
[redacted]195	3D3	488	488	1686	012984	1617	1617	1617	1617	1623	HENRYS	
[redacted]317	3E12	416B	416B A	2197	012984	1736	1749	1749	1756	1811	HENRYS	/BA 632 H ST
[redacted]317	3E12	416B	416B	2197	012984	1736	1737	1737	0000	1737	HENRYS	/BA 632 H ST
[redacted]317	3E12	416B	416B A	2552	012984	1736	1749	1749	1756	1811	HENRYS	/BA 632 H ST
[redacted]317	3E12	416B	416B F	2552	012984	1736	1737	1737	0000	1737	HENRYS	/BA 632 H ST
[redacted]616	3D3	485	485	1374	012984	2032	2032	2032	2032	2118	HENRYS	
[redacted]616	3D3	485	485	1686	012984	2032	2032	2032	2032	2118	HENRYS	
[redacted]795	3D3	485	485	1374	012984	2239	2239	2239	2239	2317	HENRYS	
[redacted]795	3D3	485	485	1686	012984	2239	2239	2239	2239	2317	HENRYS	
[redacted]903	3D3	488	488	1374	012984	2328	2328	2328	2328	2332	HENRYS	
[redacted]903	3D3	488	488	1686	012984	2328	2328	2328	2328	2332	HENRYS	
[redacted]816	2D12	402	402 L	0704	013084	1105	1105	1105	1105	1121	HENRYS	

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ENT	UNIT	TYPE	IDF		P NO	DATE	RC	BC	ENR	AR	CL	LOC
0[redacted]1149	2D12	490	490		0960	012384	1457	1457	1457	1457	1520	HENRYS
0231283	3D1	489	489	A	1921	012384	1608	1608	1608	1608	1616	HENRYS
0[redacted]1283	3D1	489	489	A	2208	012384	1608	1608	1608	1608	1616	HENRYS
0[redacted]1492	3D1	489	489		1921	012384	1757	1757	1757	1757	1805	HENRYS
0231492	3D1	489	489		2208	012384	1757	1757	1757	1757	1805	HENRYS
0[redacted]1536	3D3	488	488		1374	012384	1823	1823	1823	1823	1825	HENRYS
0[redacted]1536	3D3	488	488		1686	012384	1823	1823	1823	1823	1825	HENRYS
0231698	3D3	489	489		1374	012384	1957	1957	1957	1957	1959	HENRYS
0231698	3D3	489	489		1686	012384	1957	1957	1957	1957	1959	HENRYS
0[redacted]1828	3D3	489	489		1374	012384	2126	2126	2126	2126	2128	HENRYS
0[redacted]1828	3D3	489	489		1686	012384	2126	2126	2126	2126	2128	HENRYS
0231884	3D3	489	489	A	1374	012384	2157	2157	2157	2157	2220	HENRYS
0[redacted]1884	3D3	489	489	A	1686	012384	2157	2157	2157	2157	2220	HENRYS
0[redacted]2067	1D	489	489		1246	012384	2335	2335	2335	2335	2353	HENRYS/BRWN BOMBER
0232067	1D	489	489		1944	012384	2335	2335	2335	2335	2353	HENRYS/BRWN BOMBER
0[redacted]1100	3D2	489	489		0001	012484	1708	1708	1708	1708	1715	HENRYS
0[redacted]1100	3D2	489	489		0001	012484	1708	1708	1708	1708	1715	HENRYS
0241394	3D2	446	446	M	0922	012484	2022	2029	2029	2031	2036	HENRYS /BA 632 H ST
02[redacted]94	3D2	446	446	M	1720	012484	2022	2029	2029	2031	2036	HENRYS /BA 632 H ST
0[redacted]0435	1D	488	488		1246	012584	0729	0729	0729	0732	0738	HENRYS
0[redacted]0435	1D	488	488		1944	012584	0729	0729	0729	0732	0738	HENRYS
0250435	1E12	488	488	F	0611	012584	0729	0732	0732	0000	0733	HENRYS
0[redacted]1375	3D1	488	488		0620	012584	1651	1651	1651	1651	1708	HENRYS
0[redacted]1375	3D1	488	488		0645	012584	1651	1651	1651	1651	1708	HENRYS
0251375	3D2	488	488		1726	012584	1651	1652	1652	1652	1711	HENRYS
0[redacted]1375	3D2	488	488		1873	012584	1651	1652	1652	1652	1711	HENRYS
0[redacted]1759	3D1	446	446	H	0620	012584	2014	2014	0000	2016	2024	HENRYS /BA 632 H ST
0251759	3D1	446	446	H	0645	012584	2014	2014	0000	2016	2024	HENRYS /BA 632 H ST
0260016	3D3	488	488		1908	012684	0009	0009	0009	0009	0016	HENRYS
0[redacted]0016	3D3	488	488		9120	012684	0009	0009	0009	0009	0016	HENRYS
0[redacted]0967	2D23	488	488		0397	012684	1328	1328	1328	1328	1335	HENRYS
0260967	2D23	488	488		0721	012684	1328	1328	1328	1328	1335	HENRYS
0[redacted]0775	2D12	488	488		0704	012784	1121	1121	1121	1121	1126	HENRYS
0[redacted]0775	2D12	488	488		0960	012784	1121	1121	1121	1121	1126	HENRYS
027[redacted]94	2D13	416	416	M	2204	012784	1439	1439	0000	1439	1442	632 H ST LV
02[redacted]94	2D13	416	416	H	2374	012784	1439	1439	0000	1439	1442	632 H ST LV
0[redacted]1508	3X12	485	485		1374	012784	1826	1826	1826	1826	1846	HENRYS
0271508	3X12	485	485		1686	012784	1826	1826	1826	1826	1846	HENRYS
0[redacted]1596	3X12	488	488		1374	012784	1910	1910	1910	1910	1913	HENRYS
0[redacted]1596	3X12	488	488		1686	012784	1910	1910	1910	1910	1913	HENRYS
0271605	3X12	488	488		1374	012784	1915	1915	1915	1915	1919	HENRYS
0271605	3X12	488	488		1686	012784	1915	1915	1915	1915	1919	HENRYS
0[redacted]1623	3X12	485	485		1374	012784	1923	1923	1923	1923	1935	HENRYS
0[redacted]1623	3X12	485	485		1686	012784	1923	1923	1923	1923	1935	HENRYS
271641	3X12	488	488	A	1374	012784	1936	1936	1936	1936	1942	HENRYS
0[redacted]1641	3X12	488	488	A	1686	012784	1936	1936	1936	1936	1942	HENRYS
0[redacted]1654	3D3	488	488		1921	012784	1943	1943	1943	1943	1948	HENRYS
271654	3D3	488	488		2208	012784	1943	1943	1943	1943	1948	HENRYS
271804	505	488	488		0061	012784	2111	2113	0000	2113	2116	HENRYS/HBC
0[redacted]1804	572	488	488		1230	012784	2111	2111	2111	2111	2115	HENRYS/HBC
271862	3X12	485	485	A	1374	012784	2137	2137	2137	2137	2226	HENRYS
271862	3X12	485	485	A	1686	012784	2137	2137	2137	2137	2226	HENRYS
2[redacted]2108	1D12	488	488		1875	012784	2335	2335	2335	2335	2339	HENRYS
2[redacted]2108	1D12	488	488		2043	012784	2335	2335	2335	2335	2339	HENRYS
280056	3X12	489	489		1374	012884	0026	0026	0026	0026	0038	HENRYS
2[redacted]0056	3X12	489	489		1686	012884	0026	0026	0026	0026	0038	HENRYS

EVENT	UNIT	TYP											
840320200	1D		495	495	I	1240	020184	0500	0500	0500	0500	0509	[illegible]
840320200	1D		495	495	I	1944	020184	0500	0500	0500	0500	0504	HENRYS
840320208	1E		493	493		0452	020184	0500	0503	0503	0503	0509	HENRYS
840321972	303		493	493	M	0493	020184	2244	2244	2244	2250	2252	HENRYS/AIL MAL
840321972	303		493	493	M	0922	020184	2244	2244	2244	2250	2252	HENRYS/AIL MAL
840321972	3E34		493	493		2097	020184	2244	2244	2244	2250	2253	HENRYS/AIL MAL
840330124	1D		489	489		2439	020284	0134	0134	0134	0134	0149	HENRYS
840330124	1D		489	489		2575	020284	0134	0134	0134	0134	0149	HENRYS
840330371	1D		415	415	F	2431	020284	0649	0649	0000	0651	0657	HENRYS /BA 032
840330371	1D		415	415	F	2575	020284	0649	0649	0000	0651	0657	HENRYS /BA 032
840330371	1F34		415	415		0409	020284	0649	0650	0650	0651	0655	HENRYS /BA 032
840330371	1F34		415	415		2566	020284	0649	0650	0650	0651	0655	HENRYS /BA 032
840330371	1X11		415	415		1073	020284	0649	0651	0651	0000	0654	HENRYS /BA 032
840330371	1X11		415	415		2571	020284	0649	0651	0651	0000	0654	HENRYS /BA 032
840330509	2D23		490	490		0347	020284	0654	0654	0654	0654	0659	HENRYS
840330509	2D23		490	490		0721	020284	0654	0654	0654	0654	0659	HENRYS
840331098	2D51		488	488		0101	020284	1510	1510	1510	1510	1526	HENRYS
840331098	2D51		488	488		0276	020284	1510	1510	1510	1510	1526	HENRYS
840331420	301		4168	4168	M	0045	020284	1641	1641	0000	1641	1641	HENRYS /BA 032
840331420	301		4168	4168	M	1720	020284	1641	1641	0000	1641	1641	HENRYS /BA 032
840331672	302		489	489		1726	020284	2201	2201	2201	2201	2205	HENRYS
840331672	302		489	489		1905	020284	2201	2201	2201	2201	2205	HENRYS
840340052	1D12		488	488	A	1875	020384	0029	0029	0029	0029	0037	HENRYS
840340052	1D12		488	488	A	2570	020384	0029	0029	0029	0029	0037	HENRYS
840340285	1A1		4168	4168	N	1562	020384	0424	0432	0432	0434	0447	HENRYS /BA 032
840340285	1A3		4168	4168	N	2095	020384	0424	0432	0432	0434	0448	HENRYS /BA 032
840340285	1D12		4168	4168	N	1875	020384	0424	0434	0000	0452	0452	HENRYS /BA 032
840340285	1D12		4168	4168	N	2570	020384	0424	0434	0000	0452	0452	HENRYS /BA 032
840340285	1E12		4168	4168	N	0364	020384	0424	0425	0425	0432	0452	HENRYS /BA 032
840340285	1E34		4168	4168	N	0938	020384	0424	0425	0425	0430	0458	HENRYS /BA 032
840340285	1F34		4168	4168	N	0469	020384	0424	0432	0000	0000	0436	HENRYS /BA 032
840340285	1F34		4168	4168	N	2500	020384	0424	0432	0000	0000	0436	HENRYS /BA 032
840340285	1X11		4168	4168		2430	020384	0424	0433	0433	0434	0458	HENRYS /BA 032
840340285	1X11		4168	4168		2573	020384	0424	0433	0433	0434	0458	HENRYS /BA 032
840340285	584		4168	4168	N	0714	020384	0424	0440	0000	0441	0458	HENRYS /BA 032
840340285	AIR2		4168	4168	N	0549	020584	0424	0434	0434	0434	0436	HENRYS /BA 032
840340285	AIR2		4168	4168	N	0572	020384	0424	0434	0434	0434	0436	HENRYS /BA 032
840351051	2D12		487	487		0704	020484	1235	1235	1235	1235	1254	HENRYS
840351051	2D12		487	487		0960	020484	1235	1235	1235	1235	1254	HENRYS
840351148	2D12		494	494		0704	020484	1340	1340	1340	1340	1352	HENRYS
840351148	2D12		494	494		0960	020484	1340	1340	1340	1340	1352	HENRYS
840351419	303		488	488		1374	020484	1634	1634	1634	1634	1637	HENRYS
840351419	303		488	488		1886	020484	1634	1634	1634	1634	1637	HENRYS
840351428	303		416	416	M	1374	020484	1637	1637	1637	1637	1645	HENRYS
840351428	303		416	416	M	1636	020484	1637	1637	1637	1637	1645	HENRYS
840351569	3D12		488	488	A	1958	020484	1743	1743	1743	1743	1745	HENRYS
840351569	3D12		488	488	A	2051	020484	1743	1743	1743	1743	1745	HENRYS
840351695	3D12		483	483		1958	020484	1855	1855	1855	1855	1907	HENRYS
840351695	3D12		483	483		2051	020484	1855	1855	1855	1855	1907	HENRYS
840351967	303		488	488		1374	020484	2141	2141	2141	2141	2147	HENRYS
840351967	303		488	488		1886	020484	2141	2141	2141	2141	2147	HENRYS
840352019	303		488	488		1886	020484	2209	2209	2209	2209	2212	HENRYS
840361362	303		488	488		1374	020584	1827	1827	1827	1827	1829	HENRYS
840361362	303		488	488		1886	020584	1827	1827	1827	1827	1829	HENRYS
840361400	301		488	488		2213	020584	1929	1929	1929	1929	1930	HENRYS
840361400	301		488	488		2253	020584	1929	1929	1929	1929	1930	HENRYS

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267 Assignments

FEB 84

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840361461	303	488	488		1374	020584	1929	1929	1929	1929	1932	HENRYS	
840361461	303	488	488		1888	020584	1929	1929	1929	1929	1932	HENRYS	
840361532	3012	488	488		1956	020584	2006	2006	2006	2006	2013	HENRYS	
840361532	3012	488	488		2031	020584	2006	2006	2006	2006	2013	HENRYS	
840361602	3012	485	485		1956	020584	2130	2134	2134	2131	2243	HENRYS	
840361602	3012	485	485		2031	020584	2130	2134	2134	2131	2243	HENRYS	
840361602	303	485	485	A	1374	020584	2100	2100	2100	2100	2242	HENRYS	
840361602	303	485	485	A	1888	020584	2100	2100	2100	2100	2242	HENRYS	
840361610	3012	488	488		1956	020584	2105	2105	2105	2105	2133	HENRYS	
840361610	3012	488	488		2031	020584	2105	2105	2105	2105	2133	HENRYS	
840371133	303	488	488		1374	020684	2232	2232	2232	2232	2233	HENRYS	
840371133	303	488	488		1688	020684	2232	2232	2232	2232	2233	HENRYS	
840371149	303	488	488	A	1374	020584	2239	2239	2239	2239	2254	HENRYS	
840371149	303	488	488	A	1888	020584	2239	2239	2239	2239	2254	HENRYS	
840371200	10	423A	423A	F	1248	020684	2345	2352	2352	0000	2357	852 F SI	W/S
840371200	10	423A	423A	F	1248	020784	2345	0000	0000	0000	0004	852 F SI	W/S
840371200	10	423A	423A	F	1944	020684	2345	2352	2352	0000	2357	852 F SI	W/S
840371200	10	423A	423A	F	1944	020784	2345	0026	0026	0000	0054	852 F SI	W/S
840390052	2023	490	490		0597	020884	1140	1140	1140	1140	1150	HENRYS	
840390052	2023	490	490		0721	020884	1140	1140	1140	1140	1150	HENRYS	
840391396	3E23	489	489		0922	020884	1653	1653	1653	1653	1706	HENRYS	
840391642	301	488	488		0645	020884	1918	1918	1918	1918	1926	HENRYS	
840391642	301	488	488		1720	020884	1918	1918	1918	1918	1926	HENRYS	
840400150	10	488	488	A	2430	020984	0221	0221	0221	0221	0235	HENRYS	
840400150	10	488	488	A	2573	020984	0221	0221	0221	0221	0235	HENRYS	
840400150	1E	488	488		2043	020984	0221	0226	0226	0226	0235	HENRYS	
840401187	303	488	488		1873	020984	1609	1609	1609	1609	1616	HENRYS	
840401187	303	488	488		2097	020984	1609	1609	1609	1609	1616	HENRYS	
840401750	303	488	488	A	1873	020984	2254	2254	2254	2254	2301	HENRYS	
840401750	303	488	488	A	2097	020984	2254	2254	2254	2254	2301	HENRYS	
840411025	2012	488	488		0704	021084	1352	1352	1352	1352	1410	HENRYS	
840411025	2012	488	488		0960	021084	1352	1352	1352	1352	1410	HENRYS	
840411807	3X12	488	488		1959	021084	2130	2130	2130	2130	2138	HENRYS	
840411807	3X12	488	488		2051	021084	2130	2130	2130	2130	2138	HENRYS	
840411936	3X11	4168	4168	H	1374	021084	2243	2246	2246	2246	2255	HENRYS	/HA 852
840411936	3X11	4168	4168	H	1688	021084	2243	2246	2246	2246	2255	HENRYS	/HA 852
840412047	3X11	439	439	A	1374	021084	2325	2325	2325	2325	2330	HENRYS	REF 4
840412047	3X11	439	439	A	1888	021084	2325	2325	2325	2325	2330	HENRYS	REF 4
840412047	3X12	439	439		1959	021084	2325	2325	2325	2325	2340	HENRYS	REF 4
840412047	3X12	439	439		2051	021084	2325	2325	2325	2325	2340	HENRYS	REF 4
840421143	2013	488	488		0706	021184	1441	1441	1441	1441	1454	HENRYS	
840421143	2013	488	488		2203	021184	1441	1441	1441	1441	1454	HENRYS	
840421252	3012	488	488		1956	021184	1557	1557	1557	1557	1602	HENRYS	
840421252	3012	488	488		2031	021184	1557	1557	1557	1557	1602	HENRYS	
840421345	303	488	488	A	1374	021184	1646	1646	1646	1646	1652	HENRYS	
840421345	303	488	488	A	1888	021184	1646	1646	1646	1646	1652	HENRYS	
840421345	3E34	488	488		2140	021184	1646	1646	1646	0000	1648	HENRYS	
840421345	3E34	488	488		2140	021184	1646	1649	1649	0000	1652	HENRYS	
840421503	3012	488	488		1956	021184	1625	1625	1625	1625	1630	HENRYS	
840421503	3012	488	488		2051	021184	1625	1625	1625	1625	1630	HENRYS	
840421560	303	488	488	A	1374	021184	1902	1902	1902	1902	1919	HENRYS	
840421560	303	488	488	A	1888	021184	1902	1902	1902	1902	1919	HENRYS	
840421695	303	488	488		1374	021184	2015	2015	2015	2015	2016	HENRYS	
840421695	303	488	488		1888	021184	2015	2015	2015	2015	2016	HENRYS	
840421810	303	488	488		1374	021184	2126	2126	2126	2126	2131	HENRYS	
840421810	303	488	488		1888	021184	2126	2126	2126	2126	2131	HENRYS	

EVENT	UNIT											
840421845	3012	480	480		1958	021184	2141	2141	2141	2141	2205	HENRYS
840421845	3012	480	480		2031	021184	2141	2141	2141	2141	2205	HENRYS
840430100	1012	413	413		1875	021284	0046	0049	0049	0052	0136	HENRYS
840430100	1012	413	413		2570	021284	0046	0049	0049	0052	0136	HENRYS
840430122	101	425	425		2430	021284	0057	0057	0057	0057	0113	HENRYS
840430122	101	425	425		2573	021284	0057	0057	0057	0057	0113	HENRYS
840430424	1X11	439	439		1246	021284	0517	0517	0517	0517	0544	HENRYS
840430424	1X11	439	439		1944	021284	0517	0517	0517	0517	0544	HENRYS
840430830	2012	486	486		0704	021284	1303	1303	1303	1303	1317	HENRYS
840430830	2012	486	486		0960	021284	1303	1303	1303	1303	1317	HENRYS
840431141	3054	486	486		2397	021284	1633	1637	1636	1646	1649	HENRYS
840431141	3054	486	486		2111	021284	1633	1637	1636	1646	1649	HENRYS
840431141	3012	486	486		1958	021284	1633	1633	1633	1633	1650	HENRYS
840431141	3012	486	486		2031	021284	1633	1633	1633	1633	1650	HENRYS
840431220	3012	486	486		1958	021284	1735	1735	1735	1735	1752	HENRYS
840431220	3012	486	486		2031	021284	1735	1735	1735	1735	1752	HENRYS
840431306	303	486	486		1374	021284	1639	1639	1639	1639	1654	HENRYS
840431306	303	486	486		1606	021284	1639	1639	1639	1639	1654	HENRYS
840431652	301	486	486		2205	021284	2226	2226	2226	2226	2247	HENRYS
840431652	301	486	486		2233	021284	2226	2226	2226	2226	2247	HENRYS
840440342	10	4166	4166		1246	021384	0642	0644	0644	0000	0646	HENRYS /BA
840440342	10	4166	4166		1944	021384	0642	0644	0644	0000	0646	HENRYS /BA
840440342	577	4166	4166	F	0690	021384	0642	0644	0000	0645	0652	HENRYS /BA
840440665	2012	489	489		0704	021384	1007	1007	1007	1007	1016	HENRYS
840440665	2012	489	489		0960	021384	1007	1007	1007	1007	1016	HENRYS
840440988	2012	489	489		0704	021384	1302	1302	1302	1302	1343	HENRYS
840440988	2012	489	489		0960	021384	1302	1302	1302	1302	1343	HENRYS
840441236	2012	490	490		0704	021384	1515	1515	1515	1515	1524	HENRYS
840441236	2012	490	490		0960	021384	1515	1515	1515	1515	1524	HENRYS
840441539	3012	488	488	A	1958	021384	1808	1808	1808	1808	1820	HENRYS
840441539	3012	488	488	A	2031	021384	1808	1808	1808	1808	1820	HENRYS
840441778	3012	488	488		1958	021384	2049	2049	2049	2049	2101	HENRYS
840441778	3012	488	488		2031	021384	2049	2049	2049	2049	2101	HENRYS
840442046	301	4166	4166	F	2203	021384	2320	2324	2324	2329	2336	HENRYS /BA
840442046	301	4166	4166	F	2433	021384	2320	2324	2324	2329	2336	HENRYS /BA
840451761	302	488	488		1726	021484	2027	2038	2038	2038	2115	HENRYS
840451761	302	488	488		1906	021484	2027	2038	2038	2038	2115	HENRYS
840451761	303	488	488		1873	021484	2027	2027	2027	2027	2150	HENRYS
840451761	303	488	488		2097	021484	2027	2027	2027	2027	2150	HENRYS
840451761	305	488	488		0001	021484	2027	2041	0000	2042	2059	HENRYS
840451761	G329	488	488		0329	021484	2027	2055	2055	2055	2105	HENRYS
840452004	303	426	426	F	1873	021484	2255	2302	2302	0000	2306	HENRYS /BA
840452004	303	426	426	F	2097	021484	2255	2302	2302	0000	2306	HENRYS /BA
840461042	2023	488	488		0347	021584	1417	1417	1417	1417	1420	HENRYS
840461042	2023	488	488		0721	021584	1417	1417	1417	1417	1420	HENRYS
840461750	302	490	490		1726	021584	2129	2129	2129	2129	2213	HENRYS
840461750	302	490	490		1906	021584	2129	2129	2129	2129	2213	HENRYS
840470172	10	488	488		2043	021684	0230	0230	0230	0230	0232	HENRYS
840470172	10	488	488		2430	021684	0230	0230	0230	0230	0232	HENRYS
840470177	1X11	488	488		2570	021684	0237	0237	0237	0237	0245	HENRYS
840470177	1X11	488	488		2573	021684	0237	0237	0237	0237	0245	HENRYS
840470323	10	490	490		2043	021684	0524	0524	0524	0524	0529	HENRYS
840470323	10	490	490		2430	021684	0524	0524	0524	0524	0529	HENRYS
840471746	10	486	486	H	1875	021684	2337	2337	2337	0000	2341	HENRYS /BA
840471746	10	486	486	H	2430	021684	2337	2337	2337	0000	2341	HENRYS /BA
840471754	10	493	493	H	1875	021684	2342	2342	2342	2350	0002	HENRYS /BA

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840540522	10	489	489		0959	022584	0952	0952	0952	0952	0957	HENRYS	
840540522	10	489	489		2430	022584	0952	0952	0952	0952	0957	HENRYS	
840540377	10	488	488		1444	022584	0600	0600	0600	0600	0610	HENRYS	
840540377	10	488	488		2430	022584	0600	0600	0600	0600	0610	HENRYS	
840540997	2023	488	488		0547	022584	1515	1515	1515	1515	1516	HENRYS	
840540997	2023	488	488		0721	022584	1315	1315	1315	1315	1316	HENRYS	
840541542	301	488	488	D	1720	022584	1650	1650	1650	1650	1700	HENRYS	/DA
840541542	301	488	488	D	1908	022584	1650	1650	1650	1650	1700	HENRYS	/DA
840550940	2012	490	490	A	0704	022484	1251	1251	1251	1251	1301	HENRYS	
840550940	2012	490	490	A	0960	022484	1251	1251	1251	1251	1301	HENRYS	
840550940	2013	490	490		0708	022484	1251	1253	1253	1254	1259	HENRYS	
840550940	2013	490	490		2204	022484	1251	1253	1253	1254	1259	HENRYS	
840560888	2012	488	488		0704	022584	1059	1059	1059	1059	1131	HENRYS	
840560888	2012	488	488		0960	022584	1059	1059	1059	1059	1131	HENRYS	
840560888	2013	488	488		0708	022584	1059	1104	1104	1104	1134	HENRYS	
840560888	2013	488	488		2204	022584	1059	1104	1104	1104	1134	HENRYS	
840560924	2013A	485	485		2204	022584	1131	1131	1131	1131	1143	HENRYS	
840561124	2012	494	494		0704	022584	1441	1441	1441	1441	1447	HENRYS&	&R
840561124	2012	494	494		0960	022584	1441	1441	1441	1441	1447	HENRYS&	&R
840561345	3012	488	488		1968	022584	1657	1657	1657	1657	1703	HENRYS	
840561345	3012	488	488		2051	022584	1657	1657	1657	1657	1703	HENRYS	
840570925	2012	493	493	A	0704	022684	1330	1330	1330	1330	1336	HENRYS	
840570925	2012	493	493	A	0960	022684	1330	1330	1330	1330	1336	HENRYS	
840571069	303	488	488		1686	022684	1545	1545	1545	1545	1553	HENRYS	
840571069	303	488	488		2031	022684	1545	1545	1545	1545	1553	HENRYS	
840571095	303	489	489		1686	022684	2211	2211	2211	2211	2216	HENRYS	
840571095	303	489	489		2031	022684	2211	2211	2211	2211	2216	HENRYS	
840580013	101	489	489	M	0452	022784	0006	0006	0006	0006	0036	HENRYS	
840580013	101	489	489	M	0602	022784	0006	0006	0006	0006	0036	HENRYS	
840581039	2012	488	488		0704	022784	1311	1311	1311	1311	1326	HENRYS	
840581039	2012	488	488		0960	022784	1311	1311	1311	1311	1326	HENRYS	
840581235	2012	488	488	A	0704	022784	1501	1501	1501	1501	1508	HENRYS	
840581235	2012	488	488	A	0960	022784	1501	1501	1501	1501	1508	HENRYS	
840581235	2013	488	488		0708	022784	1501	1508	1508	1508	1517	HENRYS	
840581235	2013	488	488		9123	022784	1501	1506	1506	1506	1517	HENRYS	
840581338	2013	488	488	A	0708	022784	1551	1551	1551	1551	1551	HENRYS/S	
840581338	2013	488	488	A	9123	022784	1551	1551	1551	1551	1551	HENRYS/S	
840581452	303	488	488		1686	022784	1648	1648	1648	1648	1659	HENRYS	
840581452	303	488	488		2031	022784	1648	1648	1648	1648	1659	HENRYS	
840590251	1X11	4100	4100	F	0452	022884	0346	0346	0346	0000	0351	HENRYS	/E
840590251	1X11	4100	4100	M	0452	022884	0346	0352	0352	0354	0403	HENRYS	/E
840590251	1X11	4100	4100	F	0602	022884	0346	0346	0346	0000	0351	HENRYS	/E
840590251	1X11	4100	4100	M	0602	022884	0346	0352	0352	0354	0403	HENRYS	/E

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#11

Inter-Office

MEMORANDUM

0584

To : LIEUTENANT MESSINGER

Date: 10-30-83

From : SERGEANT TUGGLE

Subject : DIRECTED PATROL ACTIVITY

PROPOSAL

On Friday, 11-04-83, I want to conduct Directed Patrol Activity regarding narcotic sales at Henry's Bar, The Westside Story and The New Town Tavern in the David District. This plan will consist of the use of a surveillance van and uniform officers observing blatant narcotic sales activity in the parking lots of the above mentioned businesses.

STAFFING

This plan will be staffed by myself and my squad between 1500-0100 hours on Friday, 11-04-83. I will utilize four (4) two-man teams with one team manning the surveillance van as an observer and recorder and the others as mobile arrest teams.

EQUIPMENT

1	Surveillance Van (may require Bureau Personnel trained in operation of equipment).
4	WSS Patrol Vehicles
4	WSS Portable Radios
1	WSS Paddywagon

TACTICAL PLAN

One two-man team will man the surveillance van as an observer and recorder of criminal activity. Two two-man teams will be assigned to marked patrol vehicles and one to the WSS Plain Car. The surveillance van will covertly observe and record criminal activity and based on probable cause will instruct the mobile teams who will effect the arrests of violators. Both marked and un-marked vehicles will be used based on the specific need and situation. All patrol officers will be in uniform. The paddywagon will be parked at a neutral location should a large amount of prisoners need to be transported to jail. The paddywagon will also be available to detain prisoners while we are conducting an "on-going" investigation into narcotic activity.

Henry's will be the major location for arrests due to the blatant criminal activity in the parking lot. Surveillance of the Westside Story and the New Town Tavern will probably result in intelligence gathering of traffic in and out of the building as most narcotic sales activity takes place inside.

The surveillance van will be parked in the E.O.B parking lot across the street from Henry's Bar. Arrangements will be made to park the van before 1600 hours to blend with the E.O.B. business hours.

Narcotics Bureau personnel will be appraised of the plan and asked to participate. Also, I will coordinate with Jail Supervisors regarding detaining and restricting phone calls of suspects arrested as result of this operation too ensure prisoners in the jail do not hamper our operation.

If this plan is approved and equipped with the surveillance van, I will come in on my RDO's and assist in setting everything up. Also, I will work on 11-04-83 and start my vacation on 11-05-83.

Steve Tuggle PN1230
Sergeant
10-30-83

Approved - Capt. Reed

INTER-OFFICE MEMORANDUM

0586

Date: 11-04-83

To : LT. MESSINGER

From : SGT. TUGGLE

Subject : RESULTS OF SURVEILLANCE ACTIVITY AT HENRY'S LIQOUR

Surveillance activity utilizing the SWAT van was conducted from about 1800-2300 hours. Officer Staley manned the van and handled all recording and observing activity. Myself, Officers Cox, Burris, Bingaman, Spinosa, and Anthony along with Sgt Groover, Officers Sheffer, Harper, Conlin, Miller, and Dante of the SWAT Detail participated.

Sgt Groover and I met at the WSS and planned logistic assignments. For the most part, SWAT followed our plan and were extremely supportive and helpful. Sgt Groover indicated that he and his team felt the effort extended was worth while and that they enjoyed themselves in working with our patrol officers during this operation.

A total of nine (9) arrests were made. Eight of the arrest were felony charges including three for sales of control substance. About twenty-four vehicles stops were effected with narcotics being impounded when no arrest was made. Below you will find a list of subjects arrested:

1. Sutton, Peron PCS
2. Jones, Herbert ID#333440 PCS
3. Green, Jimmie ID#286087 Sale Cont Subs
4. Lockett, Willie ID#679755 PCS/Intent to Sell
   Resisting Arrest
   Destruction Evid
5. Greene, Adrian ID#681820 B/W PCS INTENT TO DISTRIBUTE
6. Washington, Martha ID#621139 AWDW ON P/O
7. Bell, Ricky ID#175650 W/A ROBBERY
   W/A USE WEAPON
8. Thrower, James ID#116632 Traffic B/W's
9. Mundinger, Regina ID#256457 PCS

Overall I was very pleased with the operation. SWAT was very helpful and although we had some equipment problems and some procedural difficulties, I think the experience was good for our troops. Obviously the next time will be smoother, but for the first go around I feel it was productive. I along with Sgt Groover am looking forward to future mutual operations. Since I will be on vacation, a letter of appreciation to SWAT is in order based on the support they gave us.

Tug

ID NUMBER	NAME	LOCATION	DATE	SHERM STICKS
394321	MATHEW HARVEY	HENRY'S	11-29-83	3
3[illegible]303	WILLIE WILLIAMS	HENRY'S	11-27-83	1
628681	JEFF BROWN	HENRY'S	11-24-83	3
0[illegible]279	GLEN CROMWELL	HENRY'S	11-24-83	12
3[illegible]796	LISA MORRIS	HENRY'S	11-24-83	
175886	EDDIE WILLIAMS	HENRY'S	11-23-83	UNDER INFLU/ INDECENT EXP.
186516	CHARLES LEE BROWN	BROWN BOMBER	11-23-83	1
6[illegible]394	MARY HINES	H & WILSON	11-24-83	1
11[illegible]2	ROBERT ALLEN	H & WILSON	11-17-83	5
2[illegible]649	WALTER BEALS	H & WILSON	11-16-83	6
2[illegible]768	MICHAEL DEJOHNETTE	HENRY'S	11-14-83	11
139107	ROBERT WILLIAMS	HENRY'S	11-14-83	7
2[illegible]215	TONY O'NEAL	HENRY'S	11-14-83	3
354549	JOSEPH ISHAW	HENRY'S	11-15-83	6
6[illegible]249	RONNIE GARDNER	HENRY'S	11-11-83	5
3[illegible]084	JOSEPH GORDON	HENRY'S	11-11-83	12
22[illegible]5	WILLIE TURNER	HENRY'S	11-11-83	6
1[illegible]939	CARL WILKIN	HENRY'S	11-11-83	6
664464	DEXTER WILLIAMS	H & WILSON	11-10-83	4
677329	ROOSEVELT JONAS	H & WILSON	11-10-83	4
6[illegible]584	EVERT WATSON	H & WILSON	11-8-83	9
654608	MICHAEL WILLIAMS	H & WILSON	11-8-83	9
3[illegible]2204	STANLEY JOHNSON	H & WILSON	11-8-83	9
1[illegible]1132	CHRIS WILLIAMS	H & WILSON	11-5-83	2
406451	FRED WOOLEY	H & WILSON	11-5-83	2
6[illegible]9755	WILLIE LOCKETT	H & WILSON	11-5-83	4
256457	REGINA QUINLAN	H & WILSON	11-5-83	4
1[illegible]3440	HERBERT JONES	H & WILSON	11-5-83	4

0588

6[illegible]1304	PERON SUTTON	H & WILSON	11-5-83	4
286083	JIMMY GREEN	H & WILSON	11-5-83	4
3[illegible]0139	STANLEY JOHNSON	HENRY'S	11-3-83	4
390139	GREGORY ENGLAND	HENRY'S	11-3-83	7
2[illegible]2215	TONY ONEAL	HENRY'S	11-3-83	7
6[illegible]0906	ONDRAYE MATHIS	HENRY'S	11-1-83	1
719785	VINCE VELASQUEZ	HENRY'S	11-1-83	1
2[illegible]2194	MELVIN FELMING	HENRY'S	11-1-83	1
403922	PATRICIA REEVES	HENRY'S	9-29-83	2
2[illegible]018	DANNY JONES	HENRY'S	9-28-83	13
4[illegible]	JAMES COOK	HENRY'S	9-21-83	5
285266	LAVON YATES	HENRY'S	9-21-83	6
6[illegible]499	LEONARD WEEMS	HENRY'S	9-23-83	5
630397	EDDIE WILLIS	HENRY'S	9-20-83	OUNCE WATER
2[illegible]649	WALTER BEALS	HENRY'S	9-18-83	5
3[illegible]681	RAYMOND JUNIOR	HENRY'S	9-17-83	3
405656	CLAUDE HARRIS	HENRY'S	9-15-83	5
4[illegible]771	LAVELL JOLLEY	HENRY'S	9-15-83	1
1[illegible]	CHARLES BROWN	HENRY'S	9-12-83	11
684249	RONNIE GARDNER	HENRY'S	9-11-83	5
6[illegible]193	MIKE MANOR	HENRY'S	9-11-83	2
614933	LEONARD HARVEY	HENRY'S	9-9-83	5
3[illegible]500	NATHAN CRAWFORD	HENRY'S		1
4[illegible]975	RODERICK RICHARDS	HENRY'S	9-7-83	9
353220	CARLETON LEWIS	HENRY'S	9-7-83	4
4[illegible]843	EUGENE ADMAS	HENRY'S	9-5-83	27
664464	DEXTER WILLIAMS	HENRY'S	9-5-83	2
0[illegible]500	WILLIE JORDAN	HENRY'S	9-3-83	5
3[illegible]500	NATHAN CRAWFORD	HENRY'S	9-4-83	1
606145	DEWAYNE CRAFT	HENRY'S	9-2-83	3

ID NUMBER	NAME	LOCATION	DATE	SHERM STIC
131078	CLARENCE WILSON	H & WILSON	10-29-83	13
127927	ANTHONY MARKS	H & WILSON	10-29-83	5
376647	CALVIN TELLIS	H & WILSON	10-30-83	8
277376	RAMONA HALL	H & WILSON	10-30-83	8
492059	YOBODA PUGH	H & WILSON	10-30-83	8
231649	WALTER BEALS	H & WILSON	10-30-83	1
117075	ROBERT ALLEN	900 MONROE	10-28-83	4
629134	KENNETH RICHEY	H & WILSON	10-28-83	6
620594	KEVIN DUCKETT	718 MONROE	10-27-83	3
154654	RAYMOND JACKSON	632 H STREET	10-23-83	5
706362	WARREN WASHINGTON	HENRY'S	10-22-83	1
252227	SAMMIE CLAY	632 H STREET	10-23-83	2
631021	BRIAN FISHER	HENRY'S	10-21-83	3
692210	CURTIS HOLMES	HENRY'S	10-21-83	1
481843	EUGENE ADAMS	HENRY'S	10-22-83	16
605635	EARL NIX	632 H STREET	10-22-83	3
	JOSETTA WILLIAMS	HENRY'S		
	HOWARD MORRIS		10-19-83	
	BUBBA			
311222	LEE DELL GUY	632 N. H STREET	10-21-83	1
679755	WILLIE LOCKETT	HENRY'S	10-18-83	1
426530	ARNELL DUCKETT	HENRY'S	10-18-83	5
410613	TONY DUCKETT	HENRY'S	10-18-83	5
074500	WILLIE JORDAN	HENRY'S	10-15-83	4
681820	ADRIAN GREEN	HENRY'S	10-16-83	3
064279	GLEN CORNWELL	HENRY'S	10-15-83	4
630878	FRED SAMUELS			
391823	WALLACE COOK	HENRY'S	10-15-83	16
406040	VINCENT BROWN			

629134	KENNETH RITCHEY	HENRY'S	10-14-83	2
074500	WILLIE JORDAN	HENRY'S	10-13-83	4
745253	RODNEY MARTIN	HENRY'S	10-10-83	23
411097	MICHAEL GLOVER	HENRY'S	"	"
410096	CLARENCE FERGUSON	"	"	"
226588	ROBERT JOHNSON	HENRY'S		4
438254	JOHN HORTON	"	"	"
605635	EARL NIX	HENRY'S	10-9-83	1
252226	RICKY HOLMES	HENRY'S	10-8-83	1
285817	JOYCE THOMPSON	HENRY'S	10-9-83	8
093624	MANUEL ANDERSON	"	"	"
231649	WALTER BEALS	"	"	"
627334	MICHELLE JAMES	HENRY'S	10-8-83	12
712697	KEVIN JOHNSON	HENRY'S	10-8-83	7
410613	TONY DUCKETT	HENRY'S	10-5-83	5
131078	CLARENCE WILSON	HENRY'S	10-4-83	8
607452	CHRISTOPHER CORLEY	HENRY'S	10-3-83	3
356596	RODERICK JOHNSON	HENRY'S	10-3-83	3
253018	DANNY JONES	HENRY'S	10-1-83	4

[illegible]7222	CLYDE SANDERS	HENRY'S	9-1-83	4
355761	DEBRA MANOR	HENRY'S	9-1-83	9
[illegible]7716	FREDRICK TURPIN			
394500	NATHAN CRAWFORD	HENRY'S	8-31-83	10
432635	WAYNE SMITH			
[illegible]4464	DEXTER WILLIAMS	HENRY'S	8-30-83	11
614933	LEONARD HARVEY	HENRY'S	8-26-83	5
[illegible]1398	MILTON HARVEY			
492975	RODERIC RICHARDS	HENRY'S	8-26-83	1
629855	MICHAEL MINOR	HENRY'S	8-26-83	1
[illegible]5656	CLAUDE HARRIS	HENRY'S	8-25-83	3
362987	WILSON ODOM	HENRY'S	8-24-83	1
[illegible]3955	STEVE RHODEN	HENRY'S	8-24-83	11
[illegible]4135	WILLIE ROBERTS	HENRY'S	8-18-83	5

DATE	SUSPECT		NARCOTICS	DISP
1-29-84	DONALD VAUGHN	84-40424	2 SMALL STICKS	NCF
1-28-84	WALTER BEALS	84-40514	3	SUBMIT
	JAMES MORRIS			
	ARTHUR MITCHELL			
1-28-84	DERRY DAY	84-40516	4	NCF
1-27-84	TONY O'NEAL	84-40424	3 (SALE)	SUBMIT
1-27-84	WALTER BEALS	84-40397	2	SUBMIT
	SYLVESTER SMITH			NCF
1-27-84	VERNON HEWING	84-40415	5	SUBMIT
	STEVEN SCOTT			
1-26-84	DERRY DAY	84-40305	5	NCF
1-26-84	JEFF BROWN	84-40028	5	SUBMIT
1-23-84	CEDRIC GRIFFITH	84-39979	2	DENY
1-23-84	WALTER BEALS	84-39741	8	SUBMIT
1-23-84	BENNY MOTEN	84-39759	1	SUBMIT
1-21-84	LESTER BOXER	84-39403	3	NCF
1-21-84	LEONARD HARVEY	84-39402	1	NCF
1-21-84	LEE GAMBRAGE	84-39406	12	NCF
1-21-84	WILLIE LEE	84-39787	1	NCF
1-21-84	LUTHA LOSS	84-39792	1	SUBMIT
1-21-84	LESTER BAILEY	84-39331	1	NCF
1-17-84	DARLENE LEWIS	84-38719	3	SUBMIT
1-15-84	HAROLD WILLIAMS	84-38474	2	NCF
1-15-84	DONALD VAUGHN	84-38384	2	SUBMIT
1-13-84	CLIFFORD MATTHEWS	84-38232	5	NCF
1-10-84	TONY DUCKETT	84-37754	1	SUBMIT
1-8-84	THOMAS LAWRENCE	84-37375	3	SUBMIT
1-8-84	LEE GUY	84-37370	1	SUBMIT
1-7-84	JERRY EDWARDS	84-37184	8	NCF
1-7-84	WALTER BEALS	84-37174	6	SUBMIT
1-6-84	JIMMY GREEN	84-37138	1	SUBMIT
1-6-84	EARL NIX	84-36912	2	DENY
1-6-84	WALTER BEALS	84-36893	19	SUBT
	TONY ONEIL			NCF
1-4-84	EDWARD WAGONER	84-36653	6	NCF
1-3-84	DEBRA MINOR	84-36497	7	SUBMIT
1-1-84	GEORGE JOHNSON	84-36341	1	SUBT

DATE	SUSPECT		NARCOTICS	DISPO
2-24-84	MICHAEL SMITH	84-44805	1 SMOKE STICK	SUBMIT
2-24-84	ADRIAN GREEN	84-44804	6	SUBMIT
	RAYMOND JONES			NCF
2-24-84	WILLIE REED	84-44759	2	SUBMIT
2-23-84	WILLIE WILLIAMS	84-44690	6	SUBMIT
2-21-84	ETHYL HYMON	84-44229	11½ CCW 38	SUBMIT
2-20-84	MICHAEL GARDNER	84-44169	4	SUBMIT
2-19-84	JOHN JONES	84-44106	1	NCF
2-18-84	KEVIN DUCKETT	84-43922	1	NCF
2-18-84	LUTHER ROSS	84-43920	3	SUBMIT
2-18-84	JOHNNIE BROOKS	84-43556	1	NCF
2-17-84	LYLES JACKSON	84-43689	1	NCF
2-15-84	CHRISTOPHER LAWSON	84-43417	2	SUBMIT
2-13-84	LEROY WASHINGTON	84-43089	1	NCF
2-13-84	RICKEY BELL	84-43150	3	SUBMIT
2-12-84	WALTER BELL	84-43154	1	SUBMIT
2-11-84	WILLIE WILLIAMS	84-42843	2	NCF
2-11-84	JERRY EDWARDS	84-42828	15	SUBMIT
2-11-84	LAWERENCE POTTS	84-42693	2	SUBMIT
2-11-84	HENRY MACK	84-42222	1	SUBMIT
2-10-84	ALBERT COBB	84-42689	2	NCF
2-10-84	PETER JOHNSON	84-41040	1	SUBMIT
2-10-84	KEVIN DUCKETT	84-41120	1	SUBMIT
2-7-84	DERRY DAY	84-42117	6	SUBMIT
2-7-84	CLARENDA MARTIN	84-42021	1	SUBMIT
2-7-84	DANE JOHNSON	84-42027	3	SUBMIT
2-6-84	WALTER BEALS	84-41978	13	SUBMIT
	TONY ONEIL			NCF
2-6-84	ODIS MATLOCK	84-41824	2 CCW 25 AUTO	SUBMIT
2-4-84	NATHANIEL JONES	84-41693	6	SUBMIT
	JEFF BROWN			NCF
2-4-84	WALTER BEALS	84-41529	1	SUBMIT
2-4-84	LONNIE GOODEN	84-41439	1	NCF
2-3-84	ROBERT GREEN	84-41344	4	NCF
1-31-84	DIPAINE WRIGHT	84-40865	5	SUBMIT
1-30-84	MARSHALL HUGES	84-40852	7	NCF

DATE	SUSPECT		NARCOTICS	DISP.
4-2-84	JEFF BROWN	84-50806	3 SHEETS	NCF
3-31-84	IDA BUTLER	84-50397	2 " "	PENDING
3-30-84	RAYMOND JUNIOR	84-50326	2	PENDING
3-23-84	RAYMOND JONES	84-49403	8	NCF
3-21-84	WALTER BERLS	84-49009	3	NCF
3-19-84	JEFF BROWN	84-48717	4	PENDING
3-20-84	PETER DIXON	84-48763	2	PENDING
3-18-84	ROBERT MCMILLAN	84-48474	1	NCF
3-18-84	ADRIAN GREEN	84-48517	2	PENDING
3-17-84	TONY O'NEAL	84-48228	1	NCF
3-15-84	JEFF BROWN	84-48010	5	PENDING
3-14-84	RAYMOND JUNIOR	84-47978	3	SUBMIT
3-12-84	ANTHONY WHEELER	84-47588	4	NCF
3-8-84	WILLIE WILLIAMS	84-47027	1 OUNCE OF LIQUID	SUBMIT
3-7-84	WILLIE WILLIAMS	84-46810	3 SHEETS STICK	SUBMIT
3-6-84	NOEL HARRIS	84-46636	3	SUBMIT
3-4-84	WILSON ODUM	84-46336	4 SHEETS	SUBMIT
	NATHANIEL BROWN			NCF
3-4-84	JEFF BROWN	84-46347	2 SHEETS	SUBMIT/DR.
3-4-84	RAYMOND JONES	84-46275	1 SHEET	SUBMIT
3-3-84	CECIL SIMON	84-46251	7 / CCW 22	SUBMIT
3-3-84	ODIES MATLOCK	84-46262	2 SHEETS SALE	SUBMIT
3-3-84	JEFF BROWN	84-46232	1 SHEET	SUBMIT
3-3-84	ED WARNER	84-46165	5 SHEETS	NCF
3-1-84	JAMES MORRIS	84-45837	1 SHEET	SUBMIT
2-27-84	JEFF BROWN	84-45347	6 SHEETS	SUBMIT
2-27-84	HOWARD MYLES	84-45346	3 SHEETS	NCF
2-27-84	WALTER BERLS	84-45310	14 SHEETS	SUBMIT
	ADRIAN GREEN			
	DERRY DAY			
	BRIAN WEEKS			
2-27-84	RUTHA ROSS	84-45317	5 SHEETS	SUBMIT
	ARNELL DUCKETT			
2-25-84	CARL WILLIAMS	84-45061	1 SHEET	SUBMIT
2-24-84	PATRICIA SIMMONS	84-45043	1	SUBMIT

CBA SECURITY SERVICE, INC.

EXHIBIT G - CLV
Page 1 of 21

DAY: Thursday

DATE: 8-83 OFFICER: Todd Miller

(PRINT ALL INFORMATION)

TIME	Description of Activity
1700	S/O Todd Miller on duty at Treeline Park ~~West~~ LeClair showed me what needs to be done Checking All Apts. and all walls. He Showed me The Tresspassers.
1800	Unit #525 has left site, started patrol, a man with a BLK T-Shirt & Blue Jeans was sitting on The N. "H" St wall, I told him he was sitting on Private property, The man went across the Street to Henry's Bar, he got another man wearing a Red Hat (a wall Jumper) he came across the Street, He started over The wall, I told him that if he got on the wall that I would arrest him for Tresspassing, He then ~~Tried to make~~ a fight with me, I pulled my baton ready to defend my SELF IF NEED be, He then went Back across the Street to Henry's. No problems at/ Secure
1900	made foot patrol of Buildings 1-6, Back wall-wall on M^c Williams St and wall Facing N. "H" St no problems all Secure
1930	made foot patrol of offices, Buildings 7-8 Park Area, all Quiet No problems
2000	made foot patrol of Building 1-8 all is Secure A TREE in The Picnic area has fallen over it Just

CBA SECURITY SERVICE, INC.

Tree Line Park.

EXHIBIT G - CLV
Page 2 of 21

DAY: Saturday

DATE: 9/17/83 OFFICER: SO Davis

(PRINT ALL INFORMATION)

TIME	Description of Activity
1700	On Duty Received Radio Capt La Clair
1720	Perimeter Check All Gear rebuilt Fence
1730	SC Radio Check Code 4
1800	All Units Secure
1830	SC Radio Check Code 4
1900	Perimiter Check All Gear
1930	SC Radio Check Code 4
2000	All Units Secured
2030	SC Radio Check Code 4
2100	All Secured Units Checked Exercises and Secured two of them
2130	SC Radio Check Code 4
2200	No foot traffic Around perimeter Wall
2230	SC Radio Check Code 4
2300	All Roof Around Complex and rear wall
2330	SC Radio Check Code 4
2400	Off Duty turned Over Radio to SO Staff

Note: Monday the SO at Henrys did Car that was Through gyall as a Silver

2127 [illegible]

CBA SECURITY SERVICE, INC.

TREELINE PARK

EXHIBIT G - CLV
Page 3 of 21

DAY: Sat

DATE: 9 17 83 OFFICER: SO Oaks

(PRINT ALL INFORMATION)

TIME	Description of Activity-
2400	ON Duty
2430	SCC Radio Check Code 4
0100	All Units Secured
0130	SCC Radio Check Code 4
0200	All Clear rear Exit Gate and perimiter
0230	SCC Radio Check Code 4
0300	No foot traffic or a boat rear wall
0330	SCC Radio Check Code 4
0400	All Secure
0430	SCC Radio Check Code 4
0500	Perimiter Check all Clear
0530	SCC Radio Check Code 4
0555	While on patrol on Complex heard loud crashing sound from southeast Corner of Complex See docd. Report
0558	Notified CBA-4
0617	Lt Gay Arrived on Scene
0700	All clear around Complex
0715	Call to Back Up CBA-4 to Apprehend Hunter Stevens was Arrested
0730	SCC Radio Check Code 4
0800	Off Duty

CBA SECURITY SERVICE, INC.

EXHIBIT G - CLV
Page 4 of 21

DAY: Thursday

DATE: 6-83 OFFICER: Todd MILLER

(PRINT ALL INFORMATION)

TIME	Description of Activity
2000 Continued	Needs to be Tied back up. Checked Alley Wall McWilliams Wall, front offices, N "H" St wall all Secure
2030	Made Foot Patrol of Buildings 3-6, Checked alley Wall, McWilliams Wall, 2 Men were Sitting on N. "H" St wall Told the 2 men to Leave which They did immediatly. All Secure
2100	made foot patrol of Buildings 1-2 all is Secure, found a man Sitting on wall told him to find someplace Else To Sit, man then Jumped off on to Sidewalk, Try To get me to come over, He then Left Site. No Problems all Secure
2130	made foot patrol of Alley wall, McWilliams Wall, & N. "H" St Wall all Secure, Checked Front offices, models, all Secure No Problems all Secure.
2200	Made patrol of Buildings 5-8, 1-4, all Secure, Checked models, offices, Alley Wall, McWilliams Wall & N "H" St Wall found No one Near them. all Secure
2230	Made foot patrol of Buildings 1-9 all is Secure, Have told 2 drunks to get away from Wall, They did & Leave, all Secure, CHECKED Alley Wall, McWilliams wall all Secure Cleaning Lady Came and Cleaned

CBA SECURITY SERVICE, INC.

EXHIBIT G - CLV
Page 5 of 21

DAY: Thursday

DATE: 8-83 OFFICER: Jodel Miller

(PRINT ALL INFORMATION)

TIME	Description of Activity
2230 Cont.	OFFICES & MODELS. No Problems all Secure
2300	Made foot Patrol of BUILDINGS 1-9 all secure, 2 men walking up Alley asked IF They lived here They Ran & Jumped the fence on N. "H" St Towards Henry's Bar advised control, McWilliams Wall is Secure. No Problems.
2330	Made foot Patrol OF BUILDINGS 1-9 all Secure Checked Alley WALL, McWilliams Walls, N. "H" St wall all Secure S/o Murphy is on Post, Checked Both Models, & Office Checked/ park. NO Problems all Secure.
2400	S/o Todd Miller is OFF Duty, gave Radio to S/o Murphy and told him what has happened on Site.

0600

EXHIBIT G - CLV
Page 6 of 21

CBA SECURITY SERVICE, INC.

INCIDENT REPORT

Date of Report: 4-17-83

WHEN: Time of Occurrence: Approx 0555 Date of Occurrence: 4-17-83

WHERE: EXACT Location of Occurrence (If Necessary, Attach Diagram): 901 McWilliams Tree Line Park Near Southeast Corner Near Exit Gate

Who: (List All Persons Involved on Reverse Side of Form)

WHAT; HOW; WHY: EXACT Details of Occurrence: Steel Gray Thunderbird 78-79 Hit rear Southeast wall next to Exit Gate Near Apt 907. Note: This Car was observed by Myself Leaving the Scene after Hearing a Crash No Lic Number to be seen on Car Notified Lt Gay at 0558 who arrived at scene at approx 0617 took pictures and checked damage

NOTIFICATIONS: Name & Time ALL Persons Notified

NAME: Lt Gay CBA-4 TIME NOTIFIED: 0558
NAME: TIME NOTIFIED:
NAME: TIME NOTIFIED:

NOTE: Have you included all personal observations, interviews, documents, and any contributing factors in your report? BE SPECIFIC.

Report Prepared By: Steve Ford

CBA SECURITY SERVICE, INC.

Trustus Park

DAY: Wednesday

DATE: 10-12-83 OFFICER: S/O Murphy All 3rd's

(PRINT ALL INFORMATION)

TIME	Description of Activity
0430	SSC All Cool 4 at This Time No Incidents To Report
0435	Heard a Shot Fired Across The Street At Henry's Bar Notified CBA's - Same Notified CBA Central To Dispatch
0440	Metro - Metro On The Scene - All Appears Cool 4 This Hour
0500	Continued To Patrol Property Checked Block's #1 & #2 Checked All Vacant Condo's - Checked All Occupied Condo's Checked Dumpsters For Fire - Checked All Laundry Rm's All Appear In Good Order At This Time All Personal & Quiet At Henry's - & At Treeline
0530	SSC All Cool 4 at This Time No Incidents To Report
0600	Continued To Patrol Property - Checked Gate Entrance Complex - All Appears In Good Order At This Time - Personal & Quiet At This Time
0630	SSC All Cool 4 at This Time - No Incidents To Report
0700	Continued To Maintain Constant Foot Patrol Of Entire Complex - All Appears In Good Order
0800	S/O Murphy 10-7 10-45 Equipment & Keys To CBA's S&L

T.O. [illegible]

CBA SECURITY SERVICE, INC.

Treasure Park

DAY: Thursday

DATE: 10-27-83 OFFICER: S/O Murphy #83

(PRINT ALL INFORMATION)

Time	Description of Activity
2130	SSC All Code 4 At This Time - No Further Incidents To Rep
2200	Continued To Patrol Perimeter - Checked Entire Complex - All Appears In Good Order This Hour
2227	Hunter Stands On Outside Of Fence With By #209 - Called CBA #7 - Said To Hit Him If He Came Across The Wall - Moved Into The Sidewalk Then Across The Street To Henry's Bird Bar
2230	SSC All Code 4 At This Time - No Further Incidents To Rep
2241	Commander Souza On Post Routine Inspection - Checked Welfare Of S/O - Found Everything In Order - No Complaint
2310	Commander Souza Departed Post All In Good Order
2330	SSC All Code 4 At This Time - No Further Incidents
0001	Continued To Patrol Perimeter - Checked All Doors - All Doors Appear In Good Order
0030	SSC All Code 4 At This Time - No Further Incidents
0100	S/O Murphy 10-7 Relieved By Commander Souza

S/O [illegible]

CBA SECURITY SERVICE, INC.

Post #522

DAY: Sun 6, 7, 11

DATE: Nov 6-7 83 OFFICER: S/O Sigel Antuna

(PRINT ALL INFORMATION)

Time	Description of Activity
1806	S/O Antuna is now 10/8 at Post #506. Recives Raido. Lt. Twombley told Desk Officer, to tell us to stay untill he gets there.
1815	S/O Antuna is now 10/8 at Post #522. Started to make Round of Building. Found window screen off Laund Room on building #5, put it back in Laundry Room.
1840	Called CBA Control at this time to see if I had missed A Security Control Check, but had not.
1843	At this time there was A CBA Security Control Chec so Returned to car, to write in log. That post #522 is all Quiet + Code Four at this Time. Back to Foot Patro
1852	Walk by the south-east side of Wall. Told about secu Control men that they could back to keep on movin because they could not stand infront of Wall. Office from M.P.D. told them the same thing. He was on th outter side of the Wall in the street by the Bae. All else is Code Four Continue to Patrol Complex.
1937	At this time CBA, made A Security Control Check All is Code Four on Post #522. Went to car to write in my log. Went back to Foot Patrol of Buildings.
2007	light post by building #8 was burned out at this time. Thats on the north-west side of building #8. All else is Code Four at this time on Post #522

CBA SECURITY SERVICE, INC.

Tressling Park Post #522

DAY: Sun. 13

DATE: Nov. 13. 83 OFFICER: S/O Sigel Antuna

(PRINT ALL INFORMATION)

Time	Description of Activity
1800	S/O Antuna is now 10/8 = On Post #506. Recieved A Raido #522 + Case. Now is 10/85 to Post #522 now 10/8 at Post #522 at 1808
1810	Started A Foot Patrol of Complex. All is Code Four at this time on Post #522
1870	At this point of time CBA Control has made A Security Control Check All has been A Code Four + Quiet here on Post #522 at this time.
(1831)	(At this point of time Walked by Apt. #304) lights have been on from Thursday at 6:00 when I started my shift, at 1800 hours. All else is Code Four at the time.
1933	At this time CBA Control has made A Security Control Check. The status at Post #22 is Quiet + Code Four at the time being.
2070	At this time CBA Control has made A Secure Control Check. All is Quiet + Code Four. Here on Post #522 at this point of time.
2131	At this time CBA Control has made A Secure Control Check. All has been A Code Four + Quiet here on Post #522 at this time.
(2220)	(Called Control about A 10/24 = trouble on Post. with Three black males on the S.E. side of fe one said that they weren't going to move The a

CBA SECURITY SERVICE, INC.

Tree line Park (Post 522)

DAY: Sun. 13 + Mon. 14

DATE: Nov. 13, 83 (Nov. 14, 83) OFFICER: S/O Sigel Arturo

(PRINT ALL INFORMATION)

Time	Description of Activity
(22[20] Continued	ons not even the Cop's. Then one said if I did not have A Gun he would come over the wall and kick the living shit out of me. Then he said he would be back with his gun so that we would be even.)
(22[27])	Lt. McKim is now on Post #522 at this time, He asked me my status. I told him all is Code Four at this time. Also A Tenant told me that someon is parked in his parking spot. (lot #). Told him I would see what I could do. Lt. McKim now off Post #522 at 22[31].
22[72]	Now at this time CBA Control has made A Security Control Check. For here on Post #522 all is Quiet + Code Four at this point of tim
23[70]	At this point of time CBA Control has made A Security Control Check. All is Code Four + Quiet here on Post #522 at this time.
24[70]	At this time CBA Control has made A Security Control Check. All is Code-Four + Quiet out here on Post #522 at this time.
01[30]	This point of time CBA Control has made A Security Control Check. For here on Post #522 all is Quiet + Code Four at this point of tim

CBA SECURITY SERVICE, INC.

Tree Line Park 522

DAY: Wed.

DATE: 11-16-83 OFFICER: S/O Johnson

(PRINT ALL INFORMATION)

Time	Description of Activity
1800	Made patrol around complex along the walls. I check Laundry room doors and vacant apt. Doors Gate is still o of order ACC is Code-4
1831	Radio Check Code-4
1850	I made patrol on eastside of complex. A couple of guys were leaning on wall They moved on request ALL is Code-4
1931	Radio Check Code-4
1940	I made patrol along wall. Laundry room #2 is in use a Time. ALL is Code-4
2005	Two Lady's started arguing at Henry's Bar came across Street with crown around corner on McWilliams and st at entry arguing and Talking Loud I advise control situation.
2010	Everything started breaking up every one move on
2015	LT. McKim on site
2020	LT. McKim off site
2025	Two people had refuse to move along again I advise Co Trol of situation:
2029	Radio Check Code-4
2047	LT. McKim on site
2055	LT. McKim off site

CBA SECURITY SERVICE, INC.

Tree line Park 522

DAY: Monday

DATE: 12-5-83 OFFICER: S/O Johnson

(PRINT ALL INFORMATION)

TIME	Description of Activity
1800	S/O Johnson 10-8 - on duty.
1802	Check gate its in good working order. Check along
	The walls, vacant apt and Laundry rooms. Code 4
1827	LT. TWOBLY on post
1828	Radio Check Code 4
1838	LT. TWOBLY off post
1840	Made patrol around complex and along walls Code 4
1915	Check model and office Code-4
1930	Radio Check Code 4
1950	Made patrol check vacant apt and along wall Code 4
2033	Radio Check Code 4
2035	Made patrol along gate and walls Code 4
2115	Check model, office, vacant apts Code 4
2130	Radio check Code 4
2155	Made patrol around complex check Laundry room doors Code 4
2210	Patroling along walls and gate Code-4
2232	Radio Check Code 4
2245	Made patrol around complex All is quiet Code 4
2315	Check vacant apts Code 4
2330	Radio Check Code 4
2335	Check model and office along walls Code 4
2355	There is a lot a noise going on across the street. 2 guys busted windsheild of another car. They started driving

CBA SECURITY SERVICE, INC.

Treeline Park 522

DAY: Monday

DATE: 12-5-83 OFFICER: S/O Johnson

(PRINT ALL INFORMATION)

TIME	Description of Activity
	Wild running into each others cars.
2357	I contact control to send for metro
0010	Metro on site across street
0020	Metro left site across Street All is Code 4
0021	Patroling around exit gate Code 4
0030	Radio Check Code 4
0035	Made patrol around complex all is Code - 4
0115	Made patol check VACANT apts., LAUNDRY rooms, model, office and along the wall Code 4.
0130	Radio Check Code 4
0135	Made patrol by entry gate Code 4
0200	patroling Exit gate Code 4
0220	Made patrol around complex Code - 4
0230	Radio Check Code 4
0240	I Found gate open T.T's not out order. There is Tar around gate wheel when gate open's Completely T+ get's stuck open. All is Code 4.
0245	patroling around complex Everything is code 4.
0310	patroling at gate exit and along Code 4
0330	Radio Check Code 4.
0340	Made patrol along walls, Check VACANT apts., LAUNDRY rooms, model and office All is quiet and code 4
0400	S/O Johnson 10-7 off duty [signature]

CBA SECURITY SERVICE, INC.

INCIDENT REPORT

Date of Report: 12-14-83

WHEN: Time of Occurrence: 0007 Date of Occurrence: 12-14-83

WHERE: EXACT Location of Occurrence (If Necessary, Attach Diagram): At Exit gate going into park area

WHO: (List All Persons Involved on Reverse Side of Form)

WHAT; HOW; WHY: EXACT Details of Occurrence: I notice Raymond James Junior in Complex near gate he had Two Knifes and rolling pin in his hand he start runing I caught him in the middle of the park I Tald him to drop it, he drop & kick it (one knife is still in the park) Metro arrive at 0035 It started with a fight at Henry's Bar, Someguy's Chase him and he ran into complex. We advise him of Trepassing Law and we 86 him off complex metro said if he's seen on Complex again he will be a prest. So metro turn him over to his brother in law John JAMES he took him home Metro left at 0039.

NOTIFICATIONS: Name & Time ALL Persons Notified

NAME: CBA Control TIME NOTIFIED: 0009
NAME: Metro TIME NOTIFIED: 0036
NAME: TIME NOTIFIED:

NOTE: Have you included all personal observations, interviews, documents, and any contributing factors in your report? BE SPECIFIC.

Report Prepared By: S/O Johnson
(Investigating Officer)

Report Reviewed By:

CBA SECURITY SERVICE, INC.

Tree Line Park

DAY: Monday

DATE: 12-19-83 OFFICER: S/O Feltus

(PRINT ALL INFORMATION)

Time	Description of Activity
22:30	S/O Feltus on Post and relieving ~~C~~ Cmdr. Souza of All duties. Recieve 1 card #522. Went over Post orders and vacancy list.
22:45	starting Foot Patrol while on Foot Patrol Checking vacancy found Apt. #102 ~~Door~~ Door Handle Locked But Door open a little. Check interior Nothing out of Place Check all rooms. Was Sings of Pry Marks on ~~Door~~ Door Jam Checked lock all rite locked Door All secure. Check all other vacancys all secure. Except ~~Apt~~ #904 #905 #906 and laundry room Building 7 All code 4. rest of Complex all code 4 No Problems Commander Souza left Post at 23:25
23:30	SCC check All code 4
23:35	Start Foot Patrol of Complex & Outer walls Code Four.
23:45	Made Check of #702 Office & #703 Model All Secure Code Four.
24:10	Made check of All Vacant Apt. All Code Four

CBA SECURITY SERVICE, INC.

Tree line Park (522)

DAY: Fri - Sat

DATE: 12/16-17/83 OFFICER: S/O miller

(PRINT ALL INFORMATION)

TIME	Description of Activity
2144	lot are all secure / Model Door and window's are all secure / OFFice Door and window are all secure / CBA secure check code-4
2213	BIDG 1, 2, 3, 4, 5, 6, 7, 8, 9 are all secure / Inbetween BIDG are all secure / Wash room's Door's and window's are all secure / side walk, wall and Parking lot are all secure / model Door and windows are all secure / OFFice Door and windows are all secure
2230	CBA Secure check code-4
2301	BIDG 1, 2, 3, 4, 5, 6, 7, 8, 9 are all secure / Inbetween BIDG are all secure / wash room's Door's and Window's are all secure / side walks, wall, and Parking lot are all secure / Model Door and window are all secure
2329	BIDG 1, 2, 3, 4, 5, 6, 7, 8, 9 are all secure / Inbetween BIDG are all secure / wash room's Door's and window are all secure / side walls wall and Parking lot are all secure / Model Door and Window are all secure / OFFice Door and windows are all secure / CBA Secure check code-4
0002	My Attention was call For at NP # 907 2 Door

CBA SECURITY SERVICE, INC.

Treeline Park (521)

DAY: Fri. - Sat

DATE: 12/16-17/83 OFFICER: S/O miller

(PRINT ALL INFORMATION)

TIME	Description of Activity
	was involed 1, Black Male, appx age 30 Ht 5"10 wt appx 140 1 Black Female appx age 30 Ht 5"4 wt appx 120 Both subsect are Drunk Black male Told her she had to leave The rept He Bodily Throw her out I S/O miller step in and Told him to cool it He told me to get of his lawn I Then called For back up CBA-6 and CBA-8 came to location CBA-6 called For Back up by Metro Metro arrive on sceen Check Prety to be code-4
0030	CBA Secure check code-4 / CBA-6 And CBA-8 OF location
0100	BIDG 1,2,3,4,5,6,7,8,9 are all secure / Inbeteen BIDG are all Secure / Wash room's Door and window's are all secure / Side walk and wall and parking lot are all secure / Model Door and window's are all secure / OFFice Door and window's are all Secure
0129	BIDG 1,2,3,4,5,6,7,8,9 are all secure / Inbetween BIDG are all secure / Wash room's Door and window's are all secure / Side walk, wall and Parking lot are all secure / Model

CBA SECURITY SERVICE, INC.

Tree line Park 522

DAY: Wed

DATE: 12-14-83 OFFICER: S/O Johnson

(PRINT ALL INFORMATION)

TIME	Description of Activity
2231	Patroling at gate entry along walls Code 4
2240	Check office, model, VACANT apts, and Laundry doors Code 4
2300	Making patrol all around complex Code 4
2315	Posted at intersection of complex Code 4
2330	Radio Check Code 4
2335	Check VACANT apt, Laundry rooms, office, and model Code 4
2350	Posted at exit gate Code 4
0007	LT. Estes is on post
0008	At this time I notice Raymond Junior in Complex.
0035	Metro on post
0039	Metro left post
0100	LT. Estes left post
0130	Radio Check Code 4
0140	Made patrol around complex along walls, check model, office, and VACANT apts. ALL is Code 4
0200	Posted at gate code 4
0215	Check VACANT apts, office, model, and Laundry rooms Code 4
0230	Radio Check Code 4
0231	Posted at intersection of complex
0255	Check VACANT apts, model, office, Laundry rooms, and along walls ALL is Code 4
0310	Posted at exit gate

CBA SECURITY SERVICE, INC.

Treeline Park 522

DAY: Tuesday

DATE: 12-13-83 OFFICER: S/O Johnson

(PRINT ALL INFORMATION)

TIME	Description of Activity
1500	Made around complex check gate, along walls, model office, laundry rooms, and vacant apts Code 4
1830	Radio Check Code 4
1[illegible]	Made patrol around gate and along walls Code -4
1845	Check model and office Code 4.
1915	There is fight going on across the street at Henry's Bar I contract control for ametco unit. One guy ran back to west end wall on mcWilliams. he jump wall when he seen me coming.
2000	Made patrol around gate (Metro left from across street Code -4.
2005	Check vacant apts and laundry room doors Code 4
2025	Made patrol along walls Code 4
1931	Radio check code 4
1940	Check model, office and along walls Code 4.
1955	Check vacant apts, laundry room doors, laundry is in use at this time Code 4.
2010	Made patrol at gate code 4
2025	I Found Screen for window to Bath room on the ground in back of office window is lock I hear No sounds I put screen in Security office Code 4.
2031	Radio Check Code 4.
2035	Check [illegible]

CBA SECURITY SERVICE, INC.

Treeline Park 522

EXHIBIT G - CLV
Page 21 of 21

DAY: Tuesday

DATE: 12-13-83 OFFICER: S/C Johnson

(PRINT ALL INFORMATION)

TIME	Description of Activity
2045	Check model and office Code 4
2115	Check vacant apts, Laundry, and along walls Code 4
2132	Radio Check Code 4
2140	Contact Control to have LT. Twobly to come out to check office all is Code 4
2155	LT. Twobly on site we check office and model back and front all window are lock so are the doors.
2230	Radio Check Code 4
2240	LT. Estes on Post To help LT. Twobly start his CAR.
2250	LT. Twobly, left Post
2251	LT. Estes Left post
2303	Check vacant apt, Laundry rooms, and along walls all is Code 4.
2320	Check Model and office Code - 4
2325	Patrol around gate entry Code 4
2330	Radio Check Code 4
2332	Patroling around gate entry Code 4.
2345	Check vacant apt, along walls, and Laundryroomdoors Code 4
0001	Patrol around exit gate Code 4
0005	There's another over at Henry's Bar I call control for a metro unit. No one has come on this side Code 4

November 15,198

We the Homeowners at Treeline Park, 901 W. McWilliams Avenue, Las Vegas, Nevada, Do deplore the conditions, and the nuisance we are constantly subjected to from patron of Henry's Liquors and the Brown Bomber pool hall, in the 600 block of "H" street.

We have made quite an investment in Treeline Park, we have the right to peaceful and quiet enjoyment of our homes. We want our rights defended and protected. They are causing us a great hand-ship by having us assessed for the destruction they are causing to our porperty.

1. In the beginning, in February, 83, they started sitting on the fence, day in and day out, dirting around the entire complex, breaking out blocks on the wall. The Association had to have the entire outside of the wall repainted-Spiked wrought - iron had to be attached to top of the block wall to stop the sitting.

2. One night someone from there rammed the block wall fence (with a car) demolishing about twenty feet of block, which the association had to have repaired.

3. We have an exit gate which opens inwards, they will pry it open enough to squeeze through so they can walk through the complex, instead of walking on the sidewalk to the next street. The Association has had to have it repaired at least three times.

4. They have painted graffito on the block wall fence, and tore our metal "Private Property" and " No Trespassing " signs down.

5. They will come into the park and sit on picnic tables and drink and do dope.

6. They have no respect or regards for the Security guards of Treeline Park. They will blatantly hassle them with threats.

7. Treeline Park has one exit, which is on "H" street. There is an unbeleivable amount of drug trafficking at and around the exit gate at all hours. One can stand for a short time and have no doubt about the activity taking place. Especially after dark, approximately twenty to thirty cars and as many people, are litering and selling dope to cars that stop there. We, our families and friends have to pass through this to get to the outside of the complex. To have to pass through such activity is despicable, and we especillay do not want our childred subject to it.

NAME	ADDRESS	PHONE
1. [illegible]	304	
2. [illegible]	305	
3. [illegible]		646-3728
4. [illegible]	8.2	
5. Benjamin [illegible]	907	646-6395
6. [illegible]	507	646-1954
7. [illegible]	504	
8. [illegible]	unit 805	646-7360
9. [illegible]	Apt 305	647-1566
10. [illegible]	105	
11. [illegible]	Unit 611	646-8188
12. [illegible]	7-7	647-4766
13. [illegible]	101	646-0224
14. [illegible]	303	646-4739
15. [illegible]	305	[illegible]
16. [illegible]	#306	647-5551
17. [illegible]	#306	
18. [illegible]	#801	646-3647
19. [illegible]	[illegible]	[illegible]
20. [illegible]	[illegible]	646 3071

0618

NAME.....ADDRESS.....PHONE

21. [illegible]
22. Stanley M. Howard 901 [illegible]
23. [illegible]
24. Robert Fields 704 642 5135
25. Robert Fields 704 642-5135
26. Ralph Mitchell 701 646-0313
27. Raymon Richardson 605
28. Lonnie Anderson 402 646-2971
29. [illegible]
30. [illegible]
31. [illegible] 302
32. Billy C. Jackson 302
33. Mark A. McCollum 705
34.
35.
36.
37.
38.
39.
40.

ITEM	Commission Action	Department Action
III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)		
H. SPECIAL EVENT LIQUOR LICENSE	Lurie - APPROVED Unanimous	Staff to proceed
1. ASSISTANCE LEAGUE OF LAS VEGAS Location: 1000 Rancho Circle Date: April 7, 1983 Responsible Licensee: William A. Richardson Pioneer Club		
2. LAS VEGAS COMMUNITY THEATRE Location: 821 Las Vegas Blvd North Date: January 29, 1983 Responsible Licensee: Al Garbian California Hotel & Casino	WITHDRAWN BY APPLICANT	
I. LIQUOR -- Three-month Review	ABEYANCE	2/2/83 Agenda
1. LEANDREW MC DANIEL dba CLUB ROUGE 900 West Bonanza HENRY'S LIQUOR 632 North "H" Street General On-Off Sale Licenses Leandrew Lamar Mc Daniel, 100%	(Note: Action taken after completion of Administrative Agenda)	LeAndrew McDaniel appeared Lt. Niemann, L.V.M.P.D. appeared Staff directed to investigate other similar businesses in area as to what kind of security they provide.

APPROVED AGENDA ITEM

EXCERPT - CITY COUNCIL MEETING - JANUARY 19, 1983
III. BUSINESS ACTIVITY
H. 1. LIQUOR - Three-month Review - LEANDREW MCDANIEL

MAYOR BRIARE: The next is a three-month review for Leandrew McDaniel. Is Mr. McDaniel present? The Commissioners, again, ladies and gentlemen have backup material which is furnished to them by the Special Investigations Department. Are you aware, Mr. McDaniel, of the content of the report that's been given to the City Commission?

LEANDREW MCDANIEL No, I'm not.

COMMISSIONER LURIE Do you want to let him look at it while we go --

MAYOR BRIARE: By all means. I think it would be very difficult to ask questions if he doesn't have it. Of course, it's a report that was just typed within the last day or two. Can Mr. Cahill, or perhaps the Officer, I want to ask if they neglected to give Mr. McDaniel a copy of this or is it something you felt that you didn't wish to do unless requested by this Board.

LT. NIEMANN: Your Honor, we don't normally release investigative reports to applicants and so forth.

MAYOR BRIARE: I see. Well, would the Commission mind if we gave Mr. McDaniel an opportunity to read this and then we go on to something else and we'll come back to it? Mr. McDaniel, would you please return to your seat then and look that report over, and if you have any -- you can ask the officer -- if you have any questions, you can ask the officer about them and then we can come back and take it up in a very short while. Mrs. Hawley, be sure we get back to this.

RESUMED AFTER ADMINISTRATIVE AGENDA COMPLETED

MAYOR BRIARE: Mr. McDaniel, are you -- yes, that's this one. Mr. McDaniel, are you ready for us to take up your status report?

LEANDREW MCDANIEL: Yes, sir.

MAYOR BRIARE: Then, the Commissioners will return to Item Number One on Commissioner's page 9, which is a three-month review for the Club Rouge and Henry's Liquor. The Club Rouge has a favorable recommendation from the Special Investigations

MAYOR BRIARE: so I don't imagine there's anything we need to talk about that, however, Henry's Liquor presents a different situation. Now, Mr. McDaniel, you are now acquainted with the materials that the Commission has before them. Would you care to make any remarks?

LEANDREW MCDANIEL: Yes, but I need that to my report. It says Number 1, on October 6, 1982, Special Investigator ---------- my understanding was that at the time I requested the material for the Moulon Rouge, all of the employees for Henry's and Moulon Rouge were sent. On October 5, 1982, the letter said that, advising uniform officers around Henry's should conduct spot checks and what have. At the time I was here -- when I was here last, the question was asked me, how much security was there? At the time the hours was 10 to 6. I requested from you, the Board, the Chairman, as to what I -- were you considering. And they said, at certain times they weren't uniform officers there -- they would be if they would come in from the hours between 10 and 6, So on October 4, 1983, officers responded to Henry's Liquors, a disturbance call, Joe Henry had pulled a pistol on a female subject in the bar and threatened to kill her. As I understand it when I talked to the bartender there, the lady had pulled a knife on him for some apparent reason. I do keep a shotgun in the back for any disturbances that get out of hand at my -- my officers, security officers and bartenders also have access to.

MAYOR BRIARE: Was there a security guard there at the time?

LEANDREW MCDANIEL: No. There was no security guard at that time. Then, it says, while the officers were there -- I assume based on what this information says, 1/4/83, right under that it says, "during the time the officer was there, he did not observe any security guards, but they did take several health and safety hazards checks. Among the items noted were faulty wiring and bad plumbing and overflowing toilets." That might have been the case, but I doubt it, but then it says under 1/10, it took them 6 days to call the Health Department to get them out there about it, if there was a problem. I'm sure that was not the case, but from 1/4 to 1/10, they decided to call the Health Inspectors out to request an up-to-date inspection of Henry's Liquor on 1/10. On 1/13

LEANDREW MCDANIEL: they requested a copy of the last 6 inspections. There'd been reconstruction on Henry's. It had been slow and it has been slow in some instances. All the things that they talk about or they requested that we do or -- have been done with the exception of some tile on the floor in one of the bathrooms and exhaust fans. Detective Mills also spoke with the health officer in the area and it says, "no sooner repairs are done, the clientele at Henry's would destroy them," and that's a fact. On 1/13, Detective Mills contacted Fire Inspector Burns of the City Fire Department stated that an inspection was conducted on 1/13 and several minor infractions were noted. Too many extension cords and outlets and homemade outlets were made at the bar. I'm not even aware of the outlet at the bar. I have three fluorescent lights -- they're about 6 feet long each, going across the bar. I'm not aware of what he's talking about. Then it says on 1/12, Detective Mills contacted a Harvey McDaniel, the on-duty bartender. Harvey McDaniel is my stepson and has not worked for me for two months or more. Requests were made of him of security guards and their indentification numbers, and he stated to them that they work some hours, and what have you and what have you, and he left a card for me, Mr. McDaniel, Leandrew McDaniel to come talk to this detective, however, the applicant has failed to do so. I called Lt. Mills last Thursday or Friday. I first called him -- his secretary or someone answered, he will not be in because he works swing shift. He'll be in between 1 and 3 o'clock. He called me back again at my house. I was sitting in my chair when he called and I talked to him about this situation.

MAYOR BRIARE: Well, Mr. McDaniel the -- relative to the conditions of the inside of Henry's as far as Fire Department, Building Department, Health Department, so on and so forth. Those are normal routine things that could be inspected from time to time by any -- on any business, not just yours, but any business. I think the matter that came before us last time was the matter of the security guards. So, I think, maybe what you ought to do is

MAYOR BRIARE: to tell the Commission with respect to this three-month review that we have, have you complied with the City's request for the last three months, and are you going to comply with the City's request for the next three months?

LEANDREW MCDANIEL: I have complied, Mayor. There have been some instances that when there were no security guards because one of my security guards went away during the holidays and I had some problems getting somebody else to fill in for him.

MAYOR BRIARE: Well, Mr. McDaniel, I'm sure that's something that will happen, but, in general, I think if you were to demonstrate to the Licensing Department, not necessarily to the officers, but to the Licensing Department that you had on your payroll records, you had security most of the time as requested by the City. It seems to me like it's not necessary for you to come here and discuss this back and forth here. If you have had security and your payroll records indicate and the work cards and so forth indicate that indeed you are -- you have security, it shouldn't be a mystery, and we don't have to say -- at the moment that the officers were there, maybe things weren't right, but ten minutes later they were. So I don't think we need all that. If you were to show to the Business Licensing Department that you have had on your payroll for the last three months, security guards sufficient to fulfill the requirement that the City put on you, that there's no argument. All the rest of these, the sanitary conditions and all that stuff, the Health Department has to do that We didn't put those kind of restrictions. Those are normal restrictions that go on everybody. Can you do that?

LEANDREW MCDANIEL: Yes.

MAYOR BRIARE: Can you produce payroll records to show that you've had sufficient security in accordance with the mandate of this Board?

LEANDREW MCDANIEL: Right.

MAYOR BRIARE: And then is it safe to assume that you're going to continue to have it?

LEANDREW MCDANIEL: Yes.

MAYOR BRIARE: Well, Commissioner Pearson.

COMMISSIONER PEARSON: Mayor, he has his accountant with him and I think his records here with him now.

MAYOR BRIARE: Well, the only thing, Commissioner, is I don't think there's anything here today that's either going to close you or doing anything that's drastic. I would rather have these administrative things taken care of in the administrative way, not before this commission. I don't, Commissioner, I don't think we want to go through these documents and papers and so forth.

COMMISSIONER LEVY: No.

MAYOR BRIARE: But, absolutely, I think they should do it this morning or as quickly as you can make arrangements to do it. These are administrative things.

COMMISSIONER LEVY: Mayor, I think the officer has something.

MAYOR BRIARE: Excuse me, Officer.

LT. NIEMANN: Your Honor, the only comment that I wish to make is that if he is going to provide security, that they do be uniformed because we have no way of knowing who is who in that establishment any time of the day or night we go in there. He has failed to comply with that aspect of it.

MAYOR BRIARE: I don't remember we ever said, have a uniformed security.

COMMISSIONER LEVY: Well, we must have changed that.

LT. NIEMANN: Well, the other clubs over in that area of town have provided uniformed security. In fact -- do you own the Club Rouge?

LEANDREW MCDANIEL: Yes.

LT. NIEMAN: Okay, that club is in full compliance. They sent us pictures of their security officers. We need to know who the security people are, and the only way we can is to visually observe them in uniform.

MAYOR BRIARE: Is there any reason you can't handle it in that matter?

LEANDREW MCDANIEL: No, Your Honor, the only exception I have to that is, Henry's Liquor and Moulon Rouge are two totally different clubs altogether, and the other club -- the other bars of similar stature of mine, have no security guards whatsoever, have not had any and I've done that checking, and I'm just wondering why is it everybody --

MAYOR BRIARE: Well, Mr. McDaniel, we went over that last time.

LEANDREW MCDANIEL: Yes.

MAYOR BRIARE: And unless the feeling of the Commission has changed, I think we were adamant at that time that you should have the security guards, and I think the matter was put to you in such a way -- do you want to accept them that way or do you want us to hold off on this thing, or do you want us to not approve a license or something -- you agreed that that should be done.

LEANDREW MCDANIEL: I agreed to that but --

MAYOR BRIARE: And I don't think you've shown the -- I don't think you've shown the City, based on the reports that we have here, that you're following your agreement. You show us that you have followed the agreement, and if you demonstrate good faith that you understand why we put that kind of a restriction on you, then is the time to talk about you, but it would appear that you're not following the mandate of this Commission. How can you come forward and ask us not to have that restriction on you? Do you see w I'm trying to say?

LEANDREW MCDANIEL: No, I'm not saying, don't have that on me. I'm just saying what's -- having similar operations, is what I'm saying, not mine. I'm saying similar operations are not required. I understand what you're saying, the mandate as far as I'm concerned, but similar operations don't have that and similar operations have had the same problems or worse problems than mine. That's all I'm saying.

COMMISSIONER CHRISTENSEN: Your Honor, I've got kind of a funny question. If he feels that he doesn't need security guards there and yet he reads from the officer's report where he quotes somebody saying that if they make the safety and health repairs, that the clientele just tear them out again. What we have here is if we don't have security that's able to keep that from happening, we have a business that's constantly in violation.

MAYOR BRIARE: It can't control its affairs.

COMMISSIONER CHRISTENSEN: If you can't keep the business out of constant violation, then we're in trouble because we can't maintain the health and safety of the community.

MAYOR BRIARE: And this pulling knives and I know that happens to lots and lots of bars, but if -- I should think that when it becomes a matter of public record like this and you've got a shotgun in the back room to take care of all those things, I just have a feeling that we're just waiting for something a lot more serious than just threats to occur. Mr. McDaniel, I'd like to suggest and if the Commission would agree with me on this, that we hold this three-month review in abeyance until the next meeting. In the meantime, Mr. Cahill, please handle this on an administrative basis, not where we have to be looking at papers to show this, that and everything. I think the Commission, if it's agreeable by my fellow members here, would like to have a recommendation from you based on the mandate that this Board put on this particular license, and if they're showing good faith and an effort to abide by that mandate, then we want that documented by yourself. Commissioner Pearson.

COMMISSIONER PEARSON: Mr. Mayor, I'd like to also stipulate that the other clubs, lounges similar to Mr. McDaniels, be investigated to see whether they have security guards too. I understand why we have asked him to have security guards there. This place has a reputation long before Mr. McDaniels got it and I think it has followed it with the Police Department and with me and everybody else. I don't want to put any undue burden on him. I understand that he has financial problems. He has a son in school, in

COMMISSIONER PEARSON: college, and so forth, but I think we should compare him with the rest of the bars around. They don't have them and I don't think that we should make him continue to have them if he can get it up to par and get some people in there who can handle it. I think we're putting an undue burden on him.

COMMISSIONER LEVY: If he can prove himself that way, Commissioner, I'll go along with you.

COMMISSIONER LURIE: Didn't you say, officer, that the other bars over there have security guards, uniformed?

LT. NIEMANN: Some do and some don't. It depends on the establishment. This particular one just happens to be a Dodge City.

COMMISSIONER LURIE: One of my biggest concerns was the congregating of the people out front of your business on the sidewalk and the back parking lot drinking and causing disturbances on the street. Now that's my problem and I haven't seen any correction done there because I drive by there and I still see people out there drinking and hanging out.

COMMISSIONER PEARSON: Let me say something here in his defense there, they hang out in front of all of them. Friendly Liquor, Gilberts -- you go by there, you see them all day. All of them are the same. You have -- he has no way of controlling those people out on the streets, so I can't hold that against him.

COMMISSIONER LURIE: Well, I disagree, Commissioner, he's got a business to run. It's his license that's in jeopardy and he's got to get out there and control those activities just like any other licensees and if the other ones aren't complying, then we've got to sit down and have a talk with those people also, not just picking out Mr. McDaniel as the person to go after, but I think they all should be because I've been over on the west side. I've seen the exact same things you have where the people hang out and drink. I think it's unsightly. It doesn't look good in the neighborhood. I think it creates problems and something should be done about it. I think the community should get together and do something about it.

COMMISSIONER PEARSON: That I agree with.

MAYOR BRIARE: Then, if it meets with the approval of the Commission, we'll hold this off for two weeks. Mr. Cahill, do you know what it is that we're striving for? Also, you might look into Commissioner Pearson's request too because I -- the thing is -- well, I don't even want to say anything more. Everything's as is right now for two weeks.

LEANDREW MCDANIEL: Thank you.

MAYOR BRIARE: And the only reason it's going to be two weeks is because that's the first time we meet. Well, whatever the meeting of January --

COMMISSIONER LURIE: February 2nd.

MAYOR BRIARE: February 2nd is, yes..

END OF EXCERPT

AGENDA

City of Las Vegas June 6, 1984

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM	Commission 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 June 6, 1984

ITEM	Commission 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. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom.

APPROVED AGENDA ITEM

ITEM	Commission 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

City of Las Vegas June 6, 1984

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

ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:33	A. ABEYANCE ITEM - EXTENSION OF TIME - Z-23-79-LOUDERMILK INVESTMENTS Extension of Time on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard, R-1 Zone (under Resolution of Intent to C-1). Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Extension of Time shall be limited to a one-year time period. 2. Conformance to all ordinance amendments enacted subsequent to the original approval. Staff Recommendation: APPROVAL	Levy - DENIED Motion carried with Briare and Christensen voting "No."	Clerk to notify and Planning to proceed. Michael Loudermilk appeared.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

A. ABEYANCE ITEM - EXTENSION OF TIME - Z-23-79 - LOUDERMILK INVESTMENTS

This item was held in abeyance from the last meeting because the applicant was not present. The applicant indicated to the Planning Commission when the last extension was requested that since the economy is improving, the property would be developed within the year. This is the sixth request for an extension of time for this proposed shopping center. The applicant is requesting additional time to construct this development.

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 June 6, 1984

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

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
B. MEDIAN IMPROVEMENT WAIVER - LARCHWOOD SUBDIVISION Request of VTN of Nevada for a waiver of the requirement to install median curb on Buffalo Drive, north of Alta Drive. Planning Commission unanimously recommends APPROVAL, subject to the following condition: 1. Posting a bond for a five-year period for the construction of the median island as required by the Department of Engineering Services. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council X.
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

B. MEDIAN IMPROVEMENT WAIVER - LARCHWOOD SUBDIVISION

The request is to waive the median island improvement on Buffalo Drive for the proposed subdivision northwest of Alta Drive and Buffalo. The applicant is asking for the waiver because there is no median installed on Buffalo between Alta and Charleston to the south. Buffalo was planned as a 150' right-of-way with a 50' drainage channel in the center. Recent changes to the City's drainage pattern have now determined the channel on Buffalo will not be needed in the future and a 100' street section will be constructed along the westerly side of the parcel. The easterly 50' will remain as a future transportation corridor that may be needed in this area. Presently there are half street improvements from Charleston north to Alta on the west side of Buffalo and an unimproved channel in the center alignment along with a dike on the easterly part of the right-of-way. Since it has been determined where the street will be located, which calls for a raised median, these improvements are now being required, however, staff would have no objection to waiving the installation of the median until additional development occurs in the area if the developer would deposit with the City the cash amount for the median island. The developer was not in agreement on a cash basis, but was receptive to posting a bond. The reason for the cash is that it could be invested by the City and would somewhat keep up with inflation so that sufficient funds would be available when the median is installed. In the past, it has been found the posting of a bond does not adequately cover future construction costs if inflation rates increase dramatically.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to posting a bond for a five-year period for the construction of the median island.

STAFF RECOMMENDATION: APPROVAL - Subject to depositing with the City the cash amount for the median island construction.

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
C. REVERSIONARY MAP - SWEETWATER CANYON I Property generally located adjacent to Burningwood Lane, north of Vegas Drive, N-U Zone (under Resolution of Intent to R-PD14). Owner/Subdivider: Park Management and Development, Ltd. No. of Acres: 1.09 No. of Lots: 1 Planning Commission unanimously recommends APPROVAL. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

C. REVERSIONARY MAP - SWEETWATER CANYON I

The reversionary map is to convert a condominium subdivision to acreage because it is intended to subdivide the property for a lower density project. The number of units in each building will be reduced substantially. The map conforms to all City requirements.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
D. TENTATIVE MAP GLENVIEW MEADOWS TOWNHOMES Property generally located adjacent to Burningwood Lane, north of Vegas Drive, N-U Zone (under Resolution of Intent to R-PD14). Owner: Suburban Development Corp. Subdivider: Glenview Development Corp. No. of Acres: 6.8 No. of Lots: 68 Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Conformance to the conditions of approval for ZC-90-81. 2. Provide a crash gate for emergency access to Relay Lane as required by the Department of Fire Services. 3. Reversionary map to be recorded prior to recording the final map. 4. Proper access be provided to this plat as required by the Department of Engineering Services. 5. Provide a drainage report as required by the Department of Engineering Services. 6. If this project is developed in phases, residents in each phase shall have access to the recreation facilities in the Sweetwater Canyon project to the south, or the recreation facilities proposed in this project are to be developed in the first phase. 7. Building locations and separations to meet the requirements of the Department of Fire Services. 8. Approval of this tentative map constitutes plot plan approval under ZC-90-81. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

D. TENTATIVE MAP - GLENVIEW MEADOWS TOWNHOMES

This is the tentative map to subdivide the land that is to be reverted to acreage under Item C. The map conforms to the Subdivision Regulations.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
E. FINAL MAP - GLENVIEW MEADOWS TOWNHOMES I Property generally located adjacent to Burningwood Lane, west of Vegas Drive, N-U Zone (under Resolution of Intent to R-PD14). Owner: Suburban Development Corp. Subdivider: Glenview Development Corp. No. of Acres: 2.3 No. of Lots: 23 Planning Commission unanimously recommends APPROVAL, subject to the following conditions 1. Approval of the tentative map. 2. Conformance to the conditions of approval for the tentative map. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

E. FINAL MAP - GLENVIEW MEADOWS TOWNHOMES I

The final map is for the first phase of development that is related to the reversionary map and tentative map under Items C and D. If those items are approved, then this map can also be approved.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

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

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
F. EXTENSION OF TIME - Z-22-82 - PAULINE KIM O'MALIA Extension of Time on property located at 1717 S. Eastern Avenue, R-1 Zone (under Resolution of Intent to P-R). Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Extension of Time shall expire June 2, 1985. 2. Conformance all ordinance amendments enacted subsequent to the original approval. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

F. EXTENSION OF TIME - Z-22-82 - PAULINE KIM O'MALIA

The request is for an extension of time to develop this property because it was just purchased by the applicant. This is the second request for an extension of time.

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 June 6, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
G. EXTENSION OF TIME - Z-31-83 - LLOYD HARRIS Extension of Time on property located at 1201 Arville Street, R-E Zone (under Resolution of Intent to P-R). Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Extension of Time shall expire May 18, 1985. 2. Conformance to all ordinance amendments enacted subsequent to the original approval. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council X.
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

G. EXTENSION OF TIME - Z-31-83 - LLOYD HARRIS

This is the first request for an extension of time. The applicant indicates economic conditions during the past year have prevented development on this site.

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 June 6, 1984

CITY COUNCIL
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
H. SATELLITE PARKING - SP-2-84 - ROBERT T. BIGELOW Request for satellite parking on property generally located at 1521 E. Fremont Street in Zoning District C-2 (General Commercial). Board of Zoning Adjustment recommends APPROVAL. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

H. SATELLITE PARKING - SP-2-84 - ROBERT T. BIGELOW

The request is to allow satellite parking in connection with an expanded apartment project to be constructed across the alley from the existing Rhett Butler Apartments at 1521 E. Fremont Street. There are 80 units proposed on this site and only 70 parking spaces can be provided. The remaining 10 required spaces are proposed to be located across the alley to the southwest adjoining the existing apartment building that fronts on Fremont Street. The existing apartment building was authorized to have 17 required spaces on this site where the new apartment building is to be constructed and those 17 spaces will also be located in the expanded on-site parking lot to the west. The 10 satellite parking spaces will be workable for this new apartment development because they are directly across the alley.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

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CITY COUNCIL
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
I. REVIEW OF CONDITION - Z-6-82 - VEGAS VERDES COUNSELING, LTD. Review of Condition which limited the use to one business only on property located at 912 N. Eastern Avenue, P-R Zone. Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Condition #2 of the original approval is hereby expunged to allow two offices. No medical office use shall be allowed. 2. The classes for the proposed counseling operation shall not be conducted at this location. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

I. REVIEW OF CONDITION - Z-6-82 - VEGAS VERDES COUNSELING, LTD.

The request is for a review of condition to allow two business operations on this property where only one was allowed at the time the P-R zoning was approved at 912 N. Eastern Avenue. The existing business is a law office and a counseling operation for the driving under the influence (DUI) program is proposed at this location. When the zoning was approved, only the minimum off-street parking was to be provided but later a total of 8 spaces were installed which can accommodate these two uses. There would be no counseling of persons conducted at this site.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
J. SATELLITE PARKING REQUEST - Z-98-72 - FRED DORIOT, ARCHITECT ON BEHALF OF VALLEY BANK Satellite Parking Request for the new bank facility on property located at 2333 East Sahara Avenue, C-1 Zone. Planning Commission unanimously recommends APPROVAL, subject to the following condition: 1. Provide a copy of the lease agreements which reflect that the four (4) parking spaces immediately north of this site in the C-1 zone are available for required off-street parking. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

J. REQUEST FOR SATELLITE PARKING - Z-98-72 - FRED DORIOT, ARCHITECT ON BEHALF OF VALLEY BANK

A new bank facility is proposed at 2333 E. Sahara Avenue in a C-1 zone which is on the front portion of the site where the Italian/American Club is located. There are four required off-street parking spaces for this use which will be located immediately adjoining this site to the north in a C-1 zone. The bank will enter into a lease agreement for these four spaces and it will be a workable situation.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

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

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
K. PLOT PLAN REVIEW - Z-58-78 - GEORGE F. KALB CONSTRUCTION COMPANY Plot Plan Review on property generally located northwesterly of Decatur Boulevard and Meadows Lane, R-1 Zone (under Resolution of Intent to C-1). Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. The elevation shall conform to the requirements of the Department of Community Planning and Development. 2. Conformance to all other original conditions of approval of Z-58-78. Staff Recommendation: APPROVAL	Nolen - APPROVED Items B thru K, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

K. PLOT PLAN REVIEW - Z-58-78 - GEORGE F. KALB CONSTRUCTION COMPANY

The plot plan review involves a change of the development plan from a shopping center which had a supermarket, retail and service stores to this new plan which proposes a new Montgomery Ward store along with a row of shops for retail and service use on property located northwest of Decatur Boulevard and Meadows Lane in a C-1 zone. This is the property where a former golf driving range was located. The new building complex will be located 55' from the north property line that abuts R-1 development where the approved plan had a 37' building setback. There will be 725 parking spaces provided where 278 are required.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
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PHONE 386-6011

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:37 to 3:43 L. PLOT PLAN REVIEW - Z-35-81 - ROBERT CHESS Plot Plan Review to allow a patio cover on property located at 3820 Marshall Circle, R-PD6 Zone. Planning Commission unanimously recommends APPROVAL, subject to the following condition: 1. Conformance to the plot plan amended to allow a 1' roof overhang. Staff Recommendation: DENIAL	Lurie - APPROVED as recommended by Planning Commission. Unanimous	Clerk to notify and Planning to proceed. Mrs. Robert Chess appeared.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

L. PLOT PLAN REVIEW - Z-35-81 - ROBERT CHESS

The request is to allow an existing patio cover 1' from the side property line where normally a 10' setback would be required. This property is located in the Rosewood Estates Subdivision which is similar to an R-CL development but the zoning was approved prior to the R-CL being established and for that reason it was approved as an R-PD6. The homes are constructed on a zero lot line basis on 40' wide lots. The owner was unaware a building permit was required and he constructed the patio cover between the existing residence and 1' from the side property line. If approved, it will result in the structure almost covering the lot from one side property line to the other. The patio is open on three sides and the support columns are located 3' from the side property line. The Planning Commission recommended reducing the 3' overhang to 1'.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: DENIAL

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
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ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
8:43	M. ZONE CHANGE - Z-28-84 - GEORGE AND ANNA ESSAYIAN Reclassification of property generally located on the west side of Decatur Boulevard between Auborn Avenue and Reiter Avenue. From: N-U (Non-Urban) To: C-1 (Limited Commercial) Proposed Use: Offices and Retail 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. Construct a 6' block wall along the rear property line and from the rear wall 40' easterly along the north and south property lines. 3. No vehicles over 8,000 pounds and no storage other than vehicles shall be permitted on this property. Staff Recommendation: APPROVAL PROTESTS: 0	Levy - APPROVED, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed. Robert Harper, 5352 Rider, appeared and represented the applicants. No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

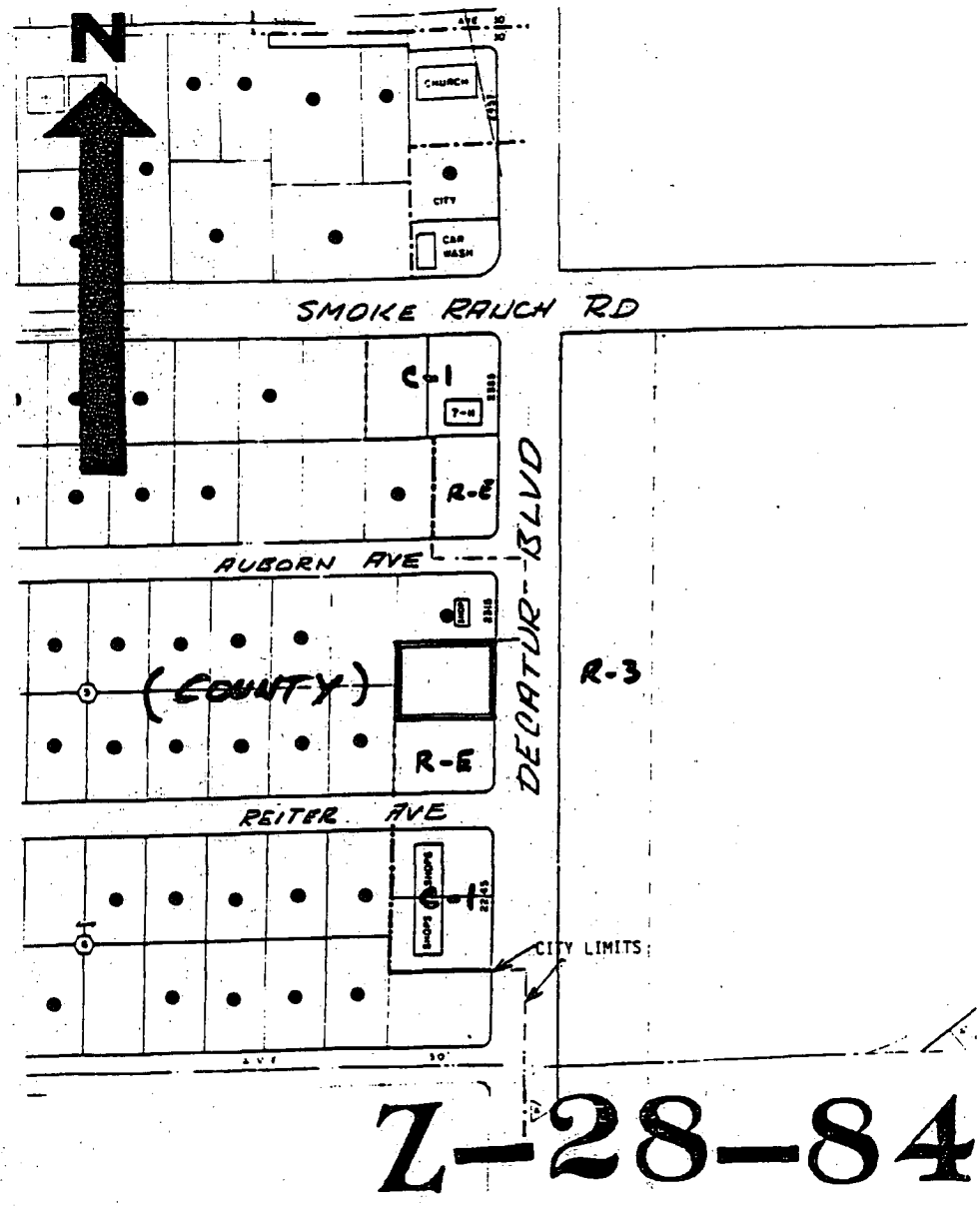
M. ZONE CHANGE - Z-28-84 - GEORGE AND ANNA ESSAYIAN

The request is to rezone this property from N-U to C-1 on the west side of Decatur Boulevard between Auborn Avenue and Reiter Avenue. The use will be for a contractor's office and other retail uses. This property was annexed into the City recently and it is located in the Curtis Park Subdivision. This segment of Decatur is transitioning to a commercial zoning pattern.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
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PHONE 386-6011

ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:44	N. ZONE CHANGE - Z-29-84 - U-HAUL COMPANY OF LAS VEGAS, INC. Reclassification of property generally located on the northwest corner of Decatur Boulevard and El Parque Avenue. From: N-U (Non-Urban) To: C-2 (General Commercial) Proposed Use: Dealership for Motorhomes and Recreational Equipment; and Rental of Trucks, Trailers and Motorhomes 1. Resolution of Intent shall be restricted to a twelve (12) month time limit. 2. Install street improvements on Decatur Boulevard, Hauk Street and El Parque Avenue as required by the Department of Engineering Services. Staff Recommendation: APPROVAL PROTESTS: 0	Levy - APPROVED as recommended. Unanimous	Clerk to notify and Planning to proceed. Wayne Risk, Pres., U-Haul, 2030 E. Fremont, appeared. No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

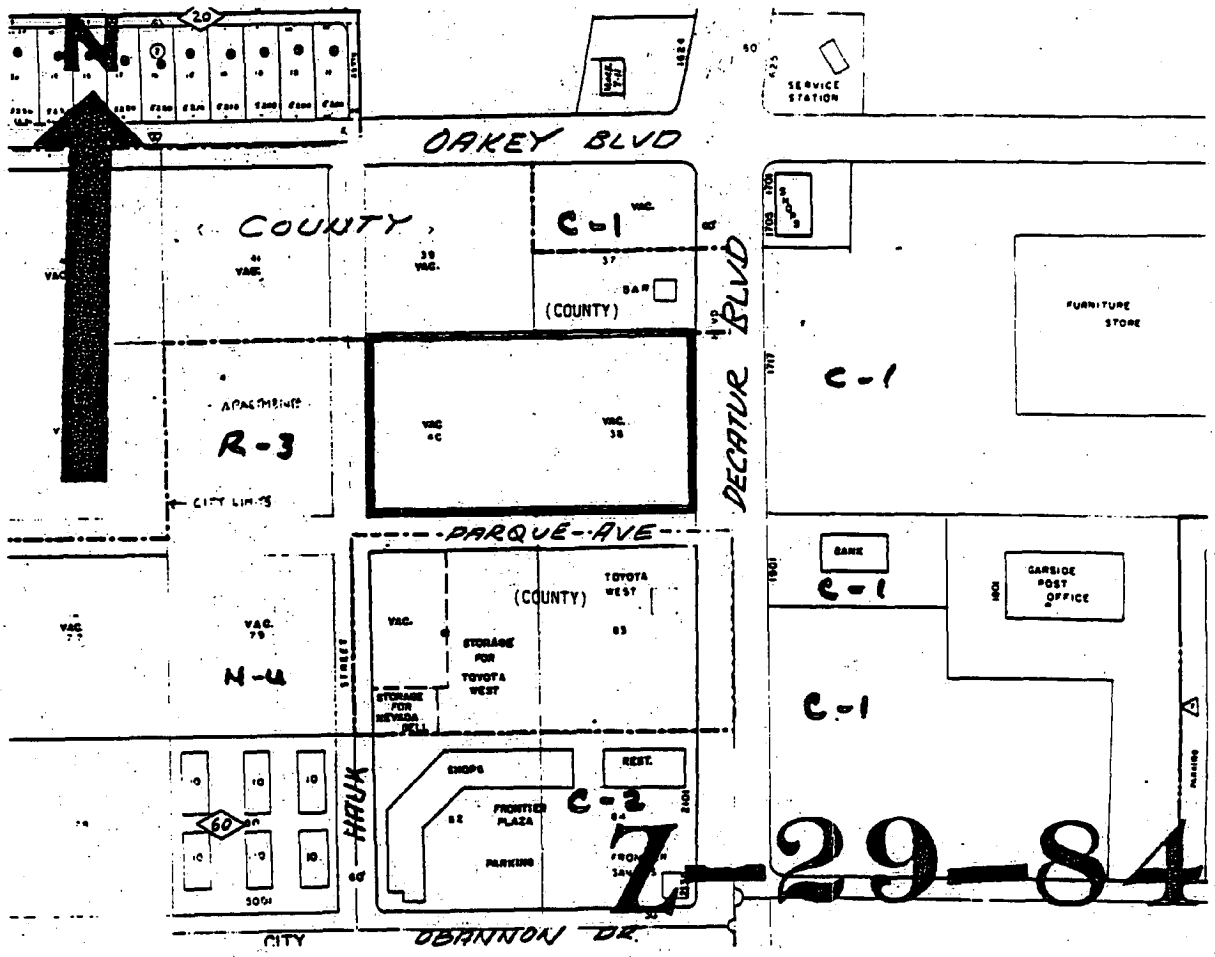
N. ZONE CHANGE - Z-29-84 - U-HAUL COMPANY OF LAS VEGAS, INC.

This application is to rezone this property that was annexed recently at the northwest corner of Decatur Boulevard and El Parque Avenue from N-U to C-2. The proposed use is for a dealership for motorhomes, recreational equipment and the rental of trucks, trailers and motorhomes. There is a commercial pattern on this part of Decatur. The Toyota West dealership is located to the south. The site is approximately four acres in size and two one-story buildings are proposed.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:45	O. ZONE CHANGE - Z-31-84 - CHEYENNE, A PARTNERSHIP Reclassification of property generally located on the east side of Bronco Lane between Atwood Avenue and Cheyenne Avenue. From: N-U (Non-Urban) (under Resolution of Intent to R-D - Single Family Residence, Restricted) To: C-1 (Limited Commercial) Proposed Use: Offices Planning Commission recommends APPROVAL (5-1 vote), subject to the following conditions: 1. Resolution of Intent shall be restricted to a twelve (12) month time limit. 2. Plot plan approval by the Planning Commission. Staff Recommendation: APPROVAL of the easterly 10' of the R-D parcel PROTESTS: 0	Levy - APPROVED, subject to the use and plot plan being Approved. Unanimous	Clerk to notify and Planning to proceed. Jerry Bruner, 2411 West Charleston Blvd., and Jeff Commons, 122 Patricia Way, Pasadena, Calif. appeared and represented the application. No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

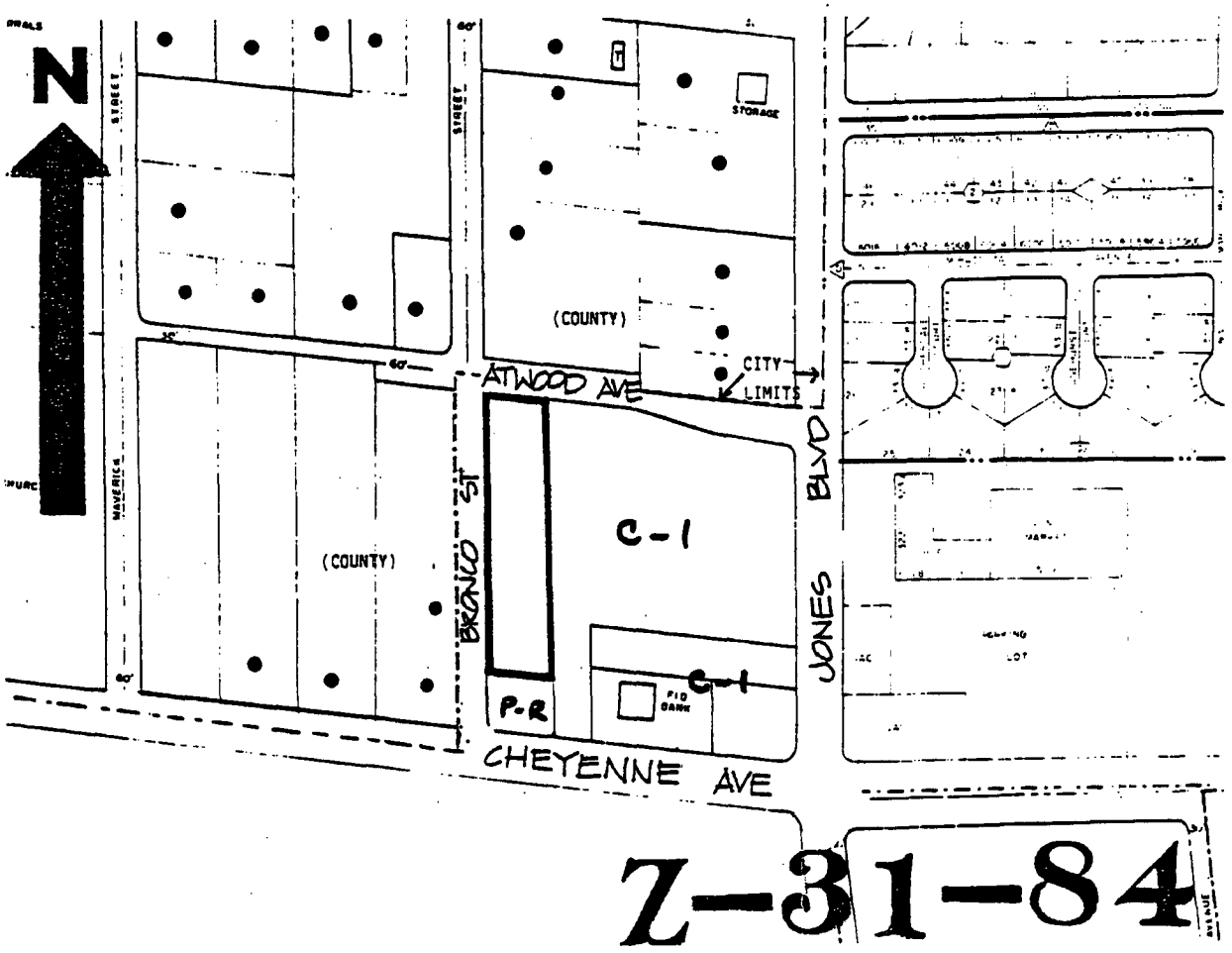
O. ZONE CHANGE - Z-31-84 - CHEYENNE, A PARTNERSHIP

The request is to rezone a strip of land on the east side of Bronco Lane between Atwood Avenue and Cheyenne Avenue from R-D to C-1. There is C-1 approved for a shopping center on the adjoining land to the east. The applicant owns the adjoining C-1 and wishes to expand the shopping center site to the west for office use. To the south of this R-D site, an application for P-R zoning was approved for a veterinarian's office, however, development has not commenced on that site. There are relatively large and expensive homes existing to the west and north in the County. The applicant did not submit detailed development plans with the application. The applicant was in agreement to have the Planning Commission approve the plot plans prior to development. Further, the applicant indicated there would be no access to Bronco, the residential street to the west. At the Planning Commission meeting staff recommended only the east 10' be approved for C-1 because this is the pattern evolving from the south of the property. This would still leave a 100' depth on the R-D lots to the west but would reduce the number of lots from five to four.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL - Of the easterly 10' only.

PROTESTS: 0



ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
P. EXTENSION OF TIME - Z-53-80 - CHEYENNE, A PARTNERSHIP Extension of Time on property generally located on the northwest corner of Jones Boulevard and Cheyenne Avenue, N-U Zone (under Resolution of Intent to R-D and C-1). Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Extension of Time shall expire June 30, 1985. 2. Conformance to all ordinance amendments enacted subsequent to the original approval. Staff Recommendation: APPROVAL	Levy - APPROVED Items P and Q. Unanimous	Clerk to notify and Planning to proceed. Jerry Bruner, 2411 West Charleston Blvd., and Jeff Commons, 122 Patricia Way, Pasadena, Calif. appeared and represented the application.

APPROVED AGENDA ITEM

X.

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

P. EXTENSION OF TIME - Z-53-80 - CHEYENNE, A PARTNERSHIP

This is the third request for an extension of time on this property immediately to the east of the property under Item O. Some development has occurred on the south portion of this property but there has been no activity during the past year. The next item on the agenda is a plot plan review for a new office building on this site which indicates additional construction is contemplated in the future.

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 June 6, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
Q. PLOT PLAN REVIEW - Z-38-82 AND Z-53-80 - CHEYENNE, A PARTNERSHIP Plot Plan Review on property generally located on the north side of Cheyenne Avenue between Bronco Road and Jones Boulevard, N-U Zone (under Resolution of Intent to P-R, R-D and C-1). Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Submit a plot plan for the balance of the C-1 site prior to any further development. 2. Approval of and conformance to the conditions of approval of Z-31-84. Staff Recommendation: APPROVAL	Levy - APPROVED Items P and Q. Unanimous	Clerk to notify and Planning to proceed. Jerry Bruner, 2411 West Charleston Blvd., and Jeff Commons, 122 Patricia Way, Pasadena, Calif., appeared and represented the application. No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

Q. PLOT PLAN REVIEW - Z-38-82 AND Z-53-80 - CHEYENNE, A PARTNERSHIP

The request is for a plot plan review on the southwest portion of this site which is related to the application under Item P. A two-story office building containing 7,400 square feet is proposed on this site for retail and service commercial uses. There are 20 parking spaces provided where only 19 are required.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:50	R. ZONE CHANGE - Z-25-84 - FRONTIER SAVINGS ASSOCIATION Reclassification of property generally located on the southwest corner of Vegas Drive and Tenaya Way. From: N-U (Non-Urban) To: R-CL (Single Family Compact Lot) Proposed Use: Medium Low Density Detached Single Family Residences 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. Redesign the subdivision on the tentative map as required by the Department of Community Planning and Development. 3. Modify the models to conform to the required setbacks on the proposed lots. 4. Provide a 6' block wall along the rear of the lots backing up to Vegas Drive and Tenaya Way. Staff Recommendation: APPROVAL PROTESTS: 2	Lurie - APPROVED, subject to conditions, as recommended. Unanimous	Clerk to notify and Planning to proceed. Charley Johnson, 2300 Paseo Del Prado, appeared and represented the applicant. No one appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council X.
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

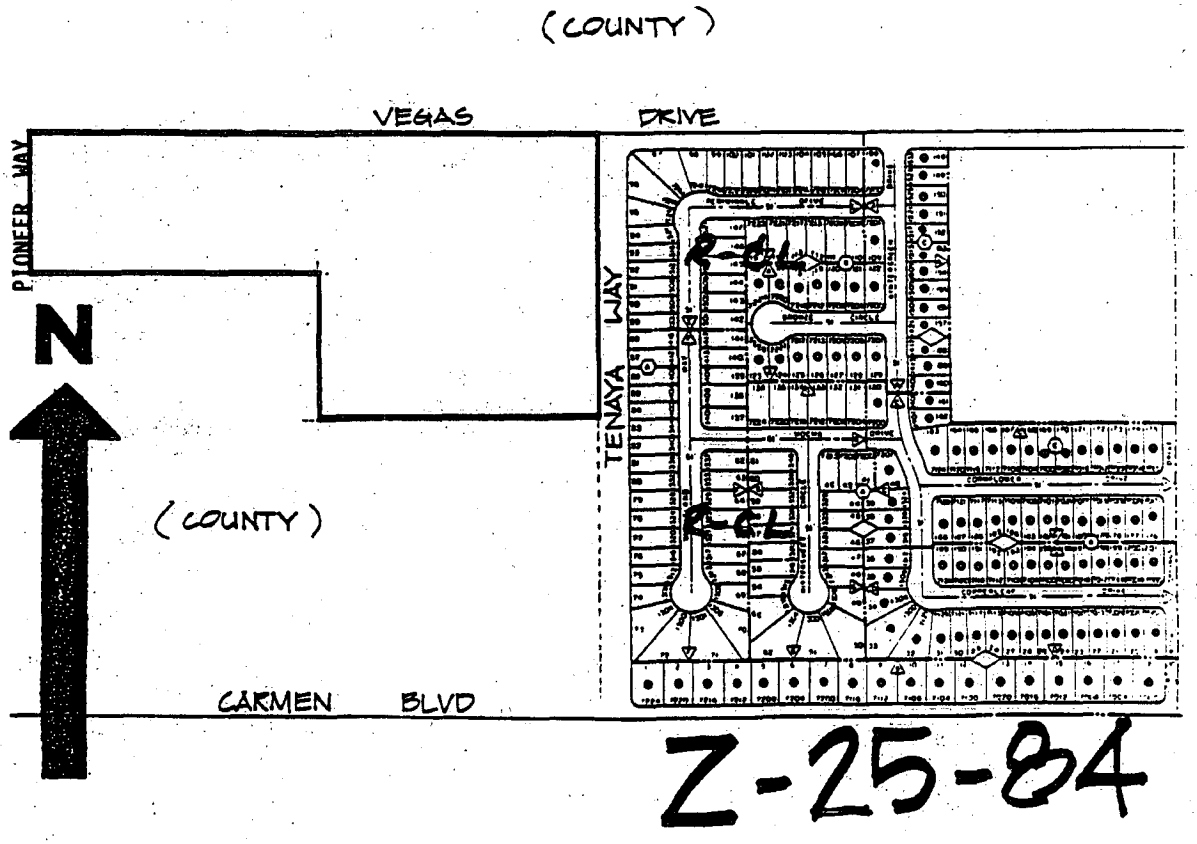
R. ZONE CHANGE - Z-25-84 - FRONTIER SAVINGS ASSOCIATION

The request is to rezone this 15 acre site that was just annexed from N-U to R-CL at the southwest corner of Vegas Drive and Tenaya Way. There is existing R-CL zoning to the east. The area to the north, south and west is located in the County but will be annexed into the City in the near future.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible zoning for this area.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 2 - Spoke at the Planning Commission meeting



AGENDA

City of Las Vegas June 6, 1984

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

ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:40	S. TENTATIVE MAP - RAINBOW MEADOWS Property generally located on the southwest corner of Vegas Drive and Tenaya Way, N-U Zone (proposed R-CL). Owner: Frontier Savings Association Subdivider: Steven S. Miller Construction No. of Acres: 15.05 No. of Lots: 75 Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Approval of zoning application Z-25-84. 2. Conformance to the conditions of approval for Z-25-84. 3. No vehicular access to Vegas Drive and Tenaya Way from the abutting lots. 4. If a wall is constructed on an exterior boundary street, the Conditions, Covenants and Restrictions shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall. 6. Record an Order of Vacation for VAC-9-84. 7. Provide a minimum front yard setback of 18' except on cul-de-sacs a minimum setback of 16' shall be permitted. 8. Provide a half-street cul-de-sac at the west end of Hallandale and drainage and sewer easements at the west end of the cul-de-sacs on Lattimore Court and Hallandale as required by the Department of Engineering Services. 9. Provide a 30' half-street on Pioneer Way. 10. Conformance to the Flood Hazard Reduction Ordinance.	Lurie - APPROVED Items S and T, subject to conditions. Unanimous	Clerk to notify and Planning to proceed.

MOVE TO GENERAL ITEM

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
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PHONE 386-6011

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
S. TENTATIVE MAP - RAINBOW MEADOWS (CONTINUED) 11. Provide a hydrology report as required by the Department of Engineering Services. Staff Recommendation: APPROVAL	APPROVED See Page 58	See Page 58

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

S. TENTATIVE MAP - RAINBOW MEADOWS

This is the tentative map for the zoning requested under Item R. The map conforms to the Subdivision Regulations. A minor redesign is requested on the south portion of the development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to approval of the zoning application Z-25-84.

STAFF RECOMMENDATION: APPROVAL

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
T. FINAL MAP - RAINBOW MEADOWS Property generally located on the southwest corner of Vegas Drive and Tenaya Way, N-U Zone (proposed R-CL). Owner: Frontier Savings Association Subdivider: Steven S. Miller Construction No. of Acres: 15.05 No. of Lots: 75 Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Approval of the tentative map. 2. Conformance to the conditions of approval for the tentative map. Staff Recommendation: APPROVAL	Lurie - APPROVED Items S and T, subject to conditions. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council X.
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

T. FINAL MAP - RAINBOW MEADOWS

This is the final map that is related to Items R and S and is located at the southwest corner of Vegas Drive and Tenaya Way. The final map conforms to the tentative map and if that map is approved, then this map can also be approved.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
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ITEM		Council Action	Department Action
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
:52	U. RECONSIDERATION OF DENIAL OF ZONE CHANGE - Z-22-84 - S.S.L. INVESTMENT Reclassification of property located at 1133 and 1137 S. 3rd Street. From: R-4 (Apartment Residence) To: C-2 (General Commercial) Proposed Use: Hotel (Youth Hostel) 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. Conformance to the plot plan amended to provide a minimum of four paved off-street parking spaces. 3. A maximum of eight guest rooms or units be permitted. Staff Recommendation: APPROVAL PROTESTS: 3 NOTE: Councilman Nolen made a motion to DENY this request at the May 2, 1984 City Council meeting. Motion carried unanimously.	RECONSIDERATION DENIED NOTE: A motion by Levy to reconsider the application failed with Nolen, Lurie, Briare and Christensen voting "No" NOTE: Staff was directed to investigate to see if the applicant is using property as a youth hostel.	Clerk to notify Atty. Herb Jones appeared and represented the applicant.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
June 6, 1984 City Council Agenda

X.

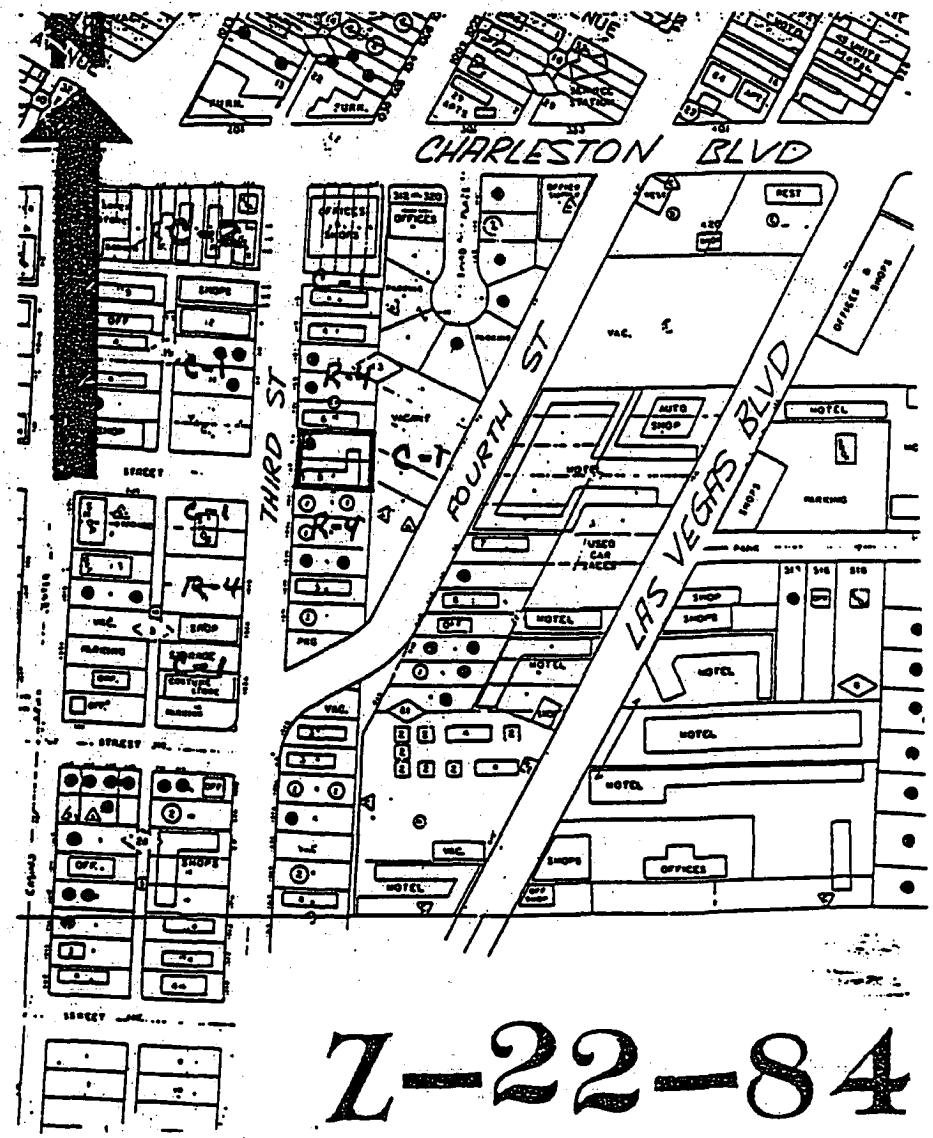
U. RECONSIDERATION OF DENIAL OF ZONE CHANGE - Z-22-84 - S.S.L. INVESTMENT

This item involves a reconsideration of the Council's denial of this application for C-2 zoning for a youth hostel at 1133 and 1137 S. 3rd Street. The item was placed on the agenda at the request of Councilman Levy. The application is to rezone this property from R-4 to C-2 for a small youth hostel. There is a five plex and a single family residence on the property. The zoning pattern is primarily R-4 along the east side of 3rd Street with C-1 to the east and west. Approximately one block to the south and north a C-2 pattern is evolving. The General Plan indicates this entire area is to transition to C-2. The representative of the applicant indicated this operation is connected with the international chain of youth hostels and will be operated in a very strict and quiet manner. There were some protestants at the meeting concerned if this operation would be compatible in this area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible zoning for this area.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 3 - 2 Persons spoke at the Planning Commission meeting
1 Letter



AGENDA

City of Las Vegas June 6, 1984

CITY COUNCIL
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PHONE 386-6011

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
V. SET DATE FOR PUBLIC HEARING ON ANY ITEM REQUIRING A PUBLIC HEARING THAT WAS ACTED UPON BY THE CITY PLANNING COMMISSION AT ITS MAY 22, 1984 MEETING.	RW-1-84 VAC-11-84	6/20/84 Agenda 6/20/84 Agenda
W. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE BOARD OF ZONING ADJUSTMENT MEETING HELD MAY 24, 1984.	U-35-84 V-52-84 V-59-84	6/20/84 Agenda 6/20/84 Agenda 6/20/84 Agenda

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

CITY COUNCIL
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ITEM	Council Action	Department Action
XI. ADDENDUM ITEMS	NONE	NONE

APPROVED AGENDA

AGENDA

City of Las Vegas

June 6, 1984

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

ITEM	Council Action	Department Action
XII. CITIZENS PARTICIPATION Items raised under this portion of the Agenda cannot be acted upon by the City Council until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.	Joseph Fiorentino, 1421 Newport Street, Las Vegas, NV 89110 appeared requesting assistance in his claim to the City. MEETING ADJOURNED AT APPROXIMATELY 4:25 P.M.	

APPROVED AGENDA ITEM

mp Coe

0678

VALLEY HOSP. MED CENTER
LAS VEGAS, NEVADA

Room 221A CHART

NO. 0486281 ADM. DATE 3/15/84 TIME 10:53 DISC. DATE TIME ER ROOM NO
NAME FIORENTINO JOSEPH DR. BROWN, J. COREY DR. NO.
AL ADD 1421 NEWPORT ST. LAS VEGAS, NV 89110 702 PHONE 452-5
E ADD. PHONE
11/23/37 AGE 044Y SEX M RACE C MARITAL STATUS M RELIGION BA SOC. SEC. NO. 302 30
INS DATE M.R. # 000006185 SMOKER PREV. ADMIT. 1 18 83 NAME
NAME DISABLED ADD. OCCUP. PHONE
RANTOR DISABLED SOC. SEC. NO.
REST RE. UNKNOWN ADD. LAS VEGAS, NV REL 702 PHONE 452-5
RANTOR FIORENTINO JOSEPH 702 PHONE 452-5
1421 NEWPORT ST. LAS VEGAS, NV 89
MEDICARE 302 30 7999A MEDICARE FIORENTINO, J CODE REL SE

MCA-MULTIPLE INJURIES [illegible] ARRIVED MERCY . FAM
SICIAN CALLED Courtney TIME CALLED: 1505 TIME RESP.: PVT. M.D.: York, I. C
RENT MEDICATIONS: ALLERGIES:
SE TIME IN: TEMP.: PULSE: RESP.: B/P: TOXOID: Current
SE OBSERVATION: [illegible]
NURSE SIGNATURE:
SICIAN HISTORY & PHYSICAL:
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AYS
CBC UA BS LYTES CPK BUN ABG EKG OTHERS
GNOSIS
SICIAN SIGNATURE NURSE SIGNATURE
T TIME 1821 ADMIT NO.: ADMIT. RM. NO.: ADMITTING PHYSICIAN:
POSITION HOME POLICE OTHER EXPIRED
OTHER CORONER
ITION ON DISCHARGE GOOD FAIR POOR
HARGE INSTRUCTIONS WITH FOLLOW UP
RUCTIONS GIVEN TO YOU REGARDING
YOUR PRIVATE PHYSICIAN REFERRED TO WITHIN
FOR AN APPOINTMENT APPOINTMENT MADE FOR YOU AT A.M.
VE RECEIVED THE FOLLOWING ABOVE INSTRUCTIONS AND PHYSICAL REFERRAL YES NO
NT SIGNATURE NURSE SIGNATURE

GPL 84-006

~~NOTICE OF CLAIM~~
CITY COUNCIL MINUTES - JUNE 6, 1984

TO: CITY CLERK
400 E. STEWART AVENUE
LAS VEGAS, NEVADA 89101

DATE: 4-18-84

0679

Please take notice that a claim is hereby made against the City of Las Vegas damages as follows:

1. Name and address of persons injured or damaged JOSEPH F. FIORENTINO
1421 NEWPORT ST. LAS VEGAS NV. 89110
2. Location where occurred BRUCE & WASHINGTON
LAS VEGAS NV.
3. Date and time occurred APP. 10:20 A.M. 3-15-84
4. Brief statement of facts concening what happened RIDING 10 SPEED
BICYCLE GOING EAST ON WASHINGTON, FROM MAIN ST. MY FRO
TIRE GOT CAUGHT IN METAL CURB GRATING AND OR STOR
SEWER DRAIN, WHICHEVER APPLIES. THIS METAL SEWER DRAI
~~HAS~~ GOES WITH FLOW OF TRAFFIC. SUDDEN IMPACT CAUSED LOSS OF
BIKE HANDLING CONTROL CAUSING ME TO FALL AND RECE
INJURIES SERIOOS ENOUGH TO RECEIVE EMERGENCY
TREATMENT & HOSPITALIZATION, BY AMBULANCE.
(attach separate sheet if necessary)
5. Character and extent of injury or damage HEAD INJURY WITH 2" L
PERMANENT SCAR ON FOREHEAD
INCISION OVER LEFT EYEBROW. ABRASION OF CHIN + CUTS
AND ABRASIONS ON HANDS & FACE - LEFT SIDE OF HEAD &
UNABLE TO RAISE LEFT EYEBROW.
6. ~~Name and address of physician~~ FOREHEAD HAS AND STILL HAS LO
OF FEELING. NECK - BACK & UPPER SPINE INJURED. I HA
DIZZINESS - SEVERE HEADACHES - CONSTANT PAIN IN INJURED ARE
7. Names and address of witnesses present at time of injury or damage
MRS. DOROTHY JOHNSTONE 883 N. 17TH L.V. NV.
BOTTLED WATER TRUCK DRIVER GAVE ASSISTANCE TO
NAME UNAVAILABLE AT THIS TIME.
8. Statement of amount claimed UNKNOWN AT THIS TIME

I hereby certify that the above and foregoing claim against the City of Las Vegas, State of Nevada, is just and reasonable.

RECEIVED
APR 19 2 PM '84
CITY CLERK

Joseph F. Fiorentino
Claimant

702-452-5501
Telephone Number

CLAIM NO. 84-0062

THIS IS AN AMENDMENT OF 3-19-84 - NOTICE OF CLAIM.

CITY COUNCIL MINUTES - JUNE 6, 1984

TO: CITY CLERK
400 E. STEWART AVENUE
LAS VEGAS, NEVADA 89101

DATE: 3-19-1984

0680

Please take notice that a claim is hereby made against the City of Las Vegas f
damages as follows:

1. Name and address of persons injured or damaged JOSEPH F. FIORENTI
1421 NEWPORT ST. LAS VEGAS NV 89110

2.. Location where occurred BRUCE & WASHINGTON

3. Date and time occurred APP 10:20 AM 3-15-84

4. Brief statement of facts concening what happened RIDING 10 SPEED BIKE GOING EAST ON WASHINGTON, FROM MAIN ST. PASSING INTERSECTION OF BRUCE & WASHINGTON, MY BIKE FRONT TIRE & GOT CAUGHTT IN CURB GRATING TH RUNS WITH FLOW OF TRAFFIC CAUSING ME TO FALL AND GET DAMAGED SERIOUSLY ENOUGH TO BE IN THE HOSPITAL FOR EMERGENCY TREATMENT

(attach separate sheet if necessary)

5. Character and extent of injury or damage ABRASION OF CHIN CUT ON HANDS & FACE AND DEEP ~~INCI~~ 10 INCISION OVER LEFT EYEBROW MAYBE 1½" WIDE HAD TO BE STITCHE

6. Name and address of physician

7. Names and address of witnesses present at time of injury or damage
DOROTHY JOHNSTONE 883 N 17TH ~~AVE~~ LV. NV. 642-1707
ARROWHEAD WATER TRUCK DRIVER NAME UNKNOWN AT THIS TIME

8. Statement of amount claimed UNKNOWN AT THIS TIME

I hereby certify that the above and foregoing claim against the City of Las Vegas, State of Nevada, is just and reasonable.

Joseph F. Fiorentino
Claimant

452-5501
Telephone Number

CITY CLERK
RECEIVED

CL 84-1162

Possible Citizen Participation appearance

Mr. Joe Fiorentino - Disabled Vet
Phone: 452-5501

Mr. Fiorentino filed a claim against the City of Las Vegas on March 15, 1984 in reference to an accident he had while riding his bicycle on City streets.

The claim was investigated by Consolidated Insurance Adjusters and denied because of provisions in the Nevada Revised Statutes absolving the City from any liability.

Mr. Fiorentino appealed to our City Attorney's office but the denial was upheld. Mr. Fiorentino now wants to appeal to the Council as he feels the City has a moral obligation, even though there is no legal obligation.

Mr. Fiorentino told Deputy City Attorney Steve Jones that he did not suffer financially from the accident as his insurance covered all the expenses. However, he wants his insurance company reimbursed and wants compensation for his "pain and suffering."

In the phone discussions concerning Mr. Fiorentino's request to appear before the Council, Sandra LeBoeuf and Carol Bernstein stressed the fact that he may speak to the Council, but that no action could be taken by the Council at that time. He said he understood.

All of the correspondence and reports concerning this case are attached.

6/4/84

UAC

Consolidated Insurance Adjusters
3[illegible] North 7th Street
P.O. Box 7499
Las Vegas, NV 89125
([illegible]2) 384-2434

File L8403-321 BS

May 8, 1984

CLOSING REPORT

City of Las Vegas
400 E. Stewart Ave
Las Vegas, NV 89101

ATTENTION: Ted Willstead
Risk Manager

Re: Insured : City of Las Vegas
Claim no : 84-0062
Date/Loss : 3/15/84
Claimant : Joseph F. Fiorentino

Dear Mr. Willstead:

Attached for your information and file is copy of letter dated April 26, 1984, from quality control advising that the storm drain grate in question was not disturbed in the recent resurfacing of Bruce St. and Washington Aves. during the Cashman Field project.

Since the City of Las Vegas was never put on notice of a potential hazard, and under the provisions of the Nevada revised statute, there is no duty to inspect streets, etc. to foresee potential hazard, we have denied this claim. Copy of letter of denial is attached for your file.

This now concludes our handling of this assignment and we have attached our invoice for your consideration.

Very truly yours,

CONSOLIDATED INSURANCE ADJUSTERS

Bob Swafford
Senior Adjuster

BS/kr
enc: invoice and time sheets
letter to claima nt
4/26 letter from City of LV

UAC

Consolidated Insurance Adjusters

333 North 7th Street
P.O. Box 7499
Las Vegas, NV 89125
(702) 384-2434

File L8403-321 BS

May 8, 1984

Joseph F. Fiorentino
1421 Newport St.
Las Vegas, NV 89110

Re Insured : City of Las Vegas
Date/Loss : 3/15/84
Claim no : 84-0062

Dear Mr. Fiorentino:

This letter is for the purpose of advising that we are the independent insurance adjusting representatives of the City of Las Vegas, and your claim for injury damages was forwarded to our office for our investigation.

We also reference our meeting in my office on 3/27/84.

Our investigation reveals that the intersection of Bruce St. and Washington Ave. was recently resurfaced during the Cashman Field project. This resurfacing was done by two independent contractors in the City of Las Vegas.

The storm drain grate in question was not disturbed in this overlay program by the City of Las Vegas, nor my the two contractors mentioned above as the grate is outside of the construction limits.

The City of Las Vegas was never put on notice of any potential hazard in this area.

Under the provisions of the Nevada revised statute, in that the City of Las Vegas is not liable for failure to inspect or discover hazards, and based on our conversation in my office at which time you advised that you had not received your shot of insulin on the day of the accident and that you were inattentive, we must respectfully deny your claim.

Very truly yours,

CONSOLIDATED INSURANCE ADJUSTERS

Bob Swafford
Senior Adjuster

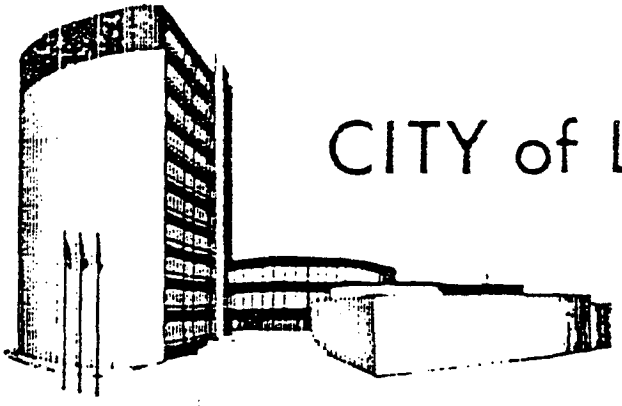
BS/kr
cc: City of Las Vegas

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

April 26, 1984

Consolidated Insurance Adjusters
601 East Charleston Blvd.
P. O. Box 7499
Las Vegas, NV 89125

Att: Bob Swafford
Senior Adjuster

Dear Mr. Swafford:

As requested by your letter dated April 4, 1984, file number L8403-321 BS, Quality Control has reviewed the accident scene at the intersection of Bruce Street and Washington Avenue, and have found that the storm drain grate has steel bars welded across the grate on approximately seven (7") inch centers perpendicular to the flow of traffic. With the flow of traffic the opening of the grate is approximately one and one half inch (1½" - photo attached).

The resurfacing of Washington Avenue from Bruce Street to 18th Street was completed by Wells Cargo, Inc., a Sub-Contractor under the direction of Max Riggs, the prime contractor. The storm drain grate in question was not distrubed in this overlay program by City of Las Vegas forces nor by the two contractors mentioned above, as the grate is outside of the construction limits.

If you have any questions, please contact this office at 386-6338.
Thank you.

RAY PARMER
Quality Control

RP/jb
Attach.

CITY OF LAS VEGAS NEVADA

UAC

Consolidated Insurance Adjusters
601 East Charleston
P.O. Box 7499
Las Vegas, NV 89125
(702) 384-2434

File L8403-321 BS

April 4, 1984

PRELIMINARY REPORT

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

ATTENTION: Ted Willstead
Risk Manager

Re: Co/ Claim : 84-0062
Date/Loss : 3/ 15/ 84
Claimant : Joseph F. Fiorentino

Dear Mr. Willstead:

We obtained the claim information form from your office on March 26, 1984 at which time we opened the file and contacted the claimant. Mr. Fiorentino came by our office on March 27, 1984 at which time we observed the injury to his forehead, which consists of approximately a 5" scar above his right eye. At the time of our meeting Mr. Fiorentino stated that he was eastbound on Washington when a van crowded him over into the gutter and his front bicycle wheel went into the sewer grate causing him to fall.

INVESTIGATION

We viewed the accident scene at the Intersection of Bruce and Washington, but we did not photograph the area in question. We are attaching a polaroid photo of the sewer grate that was obtained from the claimant. We inspected the area of adjoining streets, but could not find any other sewer grates that did not have cross members.

We met with Mr. Farris and Mr. McDaniel of the street division at their office, at which time they advised that they were unaware of the sewer grate at this intersection not having cross members. Mr. McDaniel did state that he recalls about two years ago an incident occurred on Jones Avenue similar to this incident at which time a bicycle wheel went into the sewer grate and they started inspecting all sewer grates and changing the ones in question and adding the cross members where a grate was found. Mr. McDaniel stated that he would also have his crew check further to determine if there are any other grates in the city of this nature.

April 4, 1984

It is our understanding that the intersection of Bruce and Washington was recently resurfaced sometime during the Cashman Field project. We have attempted to obtain the information as to if the resurfacing was done by an independent contractor and if the sewer grate was changed at that time, but our requests have met with negative results.

We have not officially denied the claim to the claimant because our investigation was incomplete. As of today, March 3, 1984, we received a call from Attorney John Boyer advising that Mr. Fiorentino was in his office and he was going to represent Mr. Fiorentino in this accident. Mr. Boyer requested a copy of the Nevada Revised Statute pertaining to inspection of streets, which I read to him over the telephone, but I have not forwarded him a copy as of this date. Mr. Boyer is forwarding a letter of representation to our office.

At this time I am requesting your assistance in obtaining the information as to the resurfacing of Washington and Bruce as to the independent contractor or if the city performed the resurfacing with their own employees and equipment. If you would obtain this information for me, I would be able to evaluate this claim.

Under the present conditions, if the city of Las Vegas completed the resurfacing of the area and did not change the grating in any manner, then I believe the Nevada Revised Statute pertaining to the liability on the city would uphold our denial of the claim. If the city did perform the repaving and did alter the grate by changing it from a north-south direction to an east-west direction, then I feel there would be a liability exposure to the city for negligence.

If you can obtain the information that an independent contractor resurfaced the area and changed the grating from a safe north-south position to the present east-west position when I receive the letter of representation, I will place that independent contractor on notice and so advise the plaintiff's attorney.

I have now diaried my file pending receipt of the information. Should you have any questions regarding the above, please feel free to contact my office at any time.

Very truly yours,

CONSOLIDATED INSURANCE ADJUSTERS

Bob Swafford
Senior Adjuster

BS/kap

Encl. Photograph (1)

CLIENT'S CLAIM OR POLICY NO. _____



Underwriters Adjusting Company

DATE TAKEN _____ TIME _____

LOCATION AND VIEW _____

DISTANCE TAKEN _____

WEATHER _____ FLASH _____

REMARKS _____

DATE TAKEN _____ TIME _____

LOCATION AND VIEW _____

DISTANCE TAKEN _____

WEATHER _____ FLASH _____

REMARKS _____

DATE TAKEN _____ TIME _____

LOCATION AND VIEW _____

DISTANCE TAKEN _____

WEATHER _____ FLASH _____

REMARKS _____

PRINTED IN U.S.A.

DATE	ITEM	Time	Reports	Travel	Phone	Photos	Photostat	Misc.
	Initial Entry							
5/	Mail & yesterday [illegible]							
	[illegible]							
	[illegible]							

CLAIM: FILE NO.:

DATE	ITEM	Time	Reports	Travel	Phone	Photos	Photostat	Misc.
	Initial Entry:							
5/31	[illegible]							
	[illegible]							
	[illegible]							
	[illegible]							
	[illegible]	.5		.2				
6/1	[illegible]							
	[illegible]							
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	[illegible]	1.0		1.2				
6/5	[illegible]							
	[illegible]	2						
6/6	[illegible]							
	[illegible]	[illegible]						
				14				

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JUNE 6, 1984
XII. CITIZENS PARTICIPATION - JOSEPH FIORENTINO

MAYOR BRIARE: Yes, sir, did you wish to address the Council?

JOSEPH FIORENTINO: Yes, sir. My name is Joe Fiorentino and I live at 1421 Newport Street. The reason why I'm here today is I had a problem involving the City. I tried to resolve it on my own through the various agencies and I'm not satisfied with all the agencies dealing with my particular problem, so I came here to have the Council resolve it for me.

MAYOR BRIARE: We have a recommendation on your case here. I want to see here if I indicated that you had told someone in the City that you were hiring legal -- were you going to hire a lawyer on this matter?

JOSEPH FIORENTINO: Mayor Briare, my issue is I would like the Council to resolve it for me. I don't want to hire an attorney because I live here in the City and I want to abide by all the laws and rules and not litigate with the City on the matter. I would rather have it settled on a personal basis.

MAYOR BRIARE: That's refreshing, Mr. Fiorentino. I wish there were more like you. I don't --

JOSEPH FIORENTINO: I'm prepared to go what the Council says. I just want to get it out of my system.

MAYOR BRIARE: We have the whole file here. We have the whole file.

JOSEPH FIORENTINO: I'd like to show you the pictures of the accident that happened to me which may alter your decision in helping me out.

MAYOR BRIARE: We have photographs also.

JOSEPH FIORENTINO: Not the ones I have, sir.

MAYOR BRIARE: Oh, I beg your pardon. We have photographs of the grill.

JOSEPH FIORENTINO: I want to show you where my head was split open and the item that caused it, if you'll be good enough to look at it. And I'll show you how it happened by my bike getting caught in the City grading, and there's a before and after.

MAYOR BRIARE: I think an effort was made -- was there an effort made to tell you what limited authorities that we might have here on this Council if we are advised by our City Attorney that in the event -- we have advice to not allow your claim -- not allow a claim to be presented by you for damages that's been incurred on the basis that the State statute provides that there's no liability.

JOSEPH FIORENTINO: Yes, sir. I read the law myself.

MAYOR BRIARE: Now, what would you like us to do contrary to the law to help you?

JOSEPH FIORENTINO: Okay, I just want to say my issue is, I have insurance on my car and my house that I'm buying to protect people when they get hurt, so that's my issue. I got hurt in the City, and I don't want to hold the City for damages that I know that I'm going to permanently have that's added to the damages that I've already had. I'm willing to accept the accident on that basis that it's an accident and there's things that I'm not going to be able to do anything about and neither will the City and neither will Ten Million Dollars or whatever. I would just like the City to bear that I was injured and I had pain and suffering. I was hospitalized and I had some personal losses, such as prescription eye glasses, my shirt was ripped off of me and a t-shirt as a compress for my bleeding head. I had to buy a new bicycle rim for the bicycle. I didn't need a tube. I was able to repair the tube, so you don't have to be charged for a tube. And besides, it was the pain and suffering and I'm going to have a permanent scar above my eyebrow.

MAYOR BRIARE: You had personal insurance to take care of your hospitalization and emergency room then?

JOSEPH FIORENTINO: Yes, but my share so far has been just the small sum of $84 added to the personal items I stated I lost -- my glasses, t-shirt, dress shirt -- something else -- bicycle rim, and I just personally feel that, you know, I should be compensated for my losses.

MAYOR BRIARE: Even though the City does not admit to any liability?

JOSEPH FIORENTINO: Yes, sir. That's right. I know they don't admit to any liability, but I said before, I'm going on the basis that on humanity and morality that I was injured; it was not my fault. I don't know if it's the City's fault. It was an unforeseen accident. I was obeying the law, but --

MAYOR BRIARE: You can understand why a City cannot accept liability for things that they're not liable for.

JOSEPH FIORENTINO: But I feel that the grading--I feel the grading --

MAYOR BRIARE: I mean, supposing you ran your bicyle into a curb, and the curb was legally and properly there, but you just ran into the curb -- trying to jump the curb or something?

JOSEPH FIORENTINO: Well, I think if the grading was the proper grading, I wouldn't have had an accident.

MAYOR BRIARE: Well, sir.

JOSEPH FIORENTINO: Because I rode over a grading --

MAYOR BRIARE: It was indicated to us that it was a proper grading.

JOSEPH FIORENTINO: I rode over a --

MAYOR BRIARE: How much are all your damages all totaled? Everything that you're asking for? You must have added it up there.

JOSEPH FIORENTINO: I don't know how to figure out the pain and suffering, and I don't want to stick the City for anything. I just want what's fair.

MAYOR BRIARE: Just tell us what you think is --

JOSEPH FIORENTINO: My personal damages, a bike rim, a couple of shirts, my prescription glasses, plus $84 of my share to the doctors comes to $206.50.

MAYOR BRIARE: How much is your pain and suffering?

JOSEPH FIORENTINO: I really don't know how to figure that out.

MAYOR BRIARE: Mr. Ogilvie, I'd better quit now, because I don't want to get into any misleading statements or something.

JOSEPH FIORENTINO: If I give you a figure, would -- can I give you a figure?

MAYOR BRIARE: No. I was just --

COUNCILMAN LURIE: He's an insurance man.

MAYOR BRIARE: Yes, I just was wondering.

JOSEPH FIORENTINO: I would just -- I don't know how to arrive at a fair thing with the City. I was told by some people it's three times what your hospital amount is, and I would be ashamed to accept that because despite the pain and suffering I know the City is always in financial dires. I just want what's fair and square.

MAYOR BRIARE: You know, Mr. Fiorentino, my personal feelings are you're such a nice guy to come forward with that kind of attitude I hate to be the curmudgeon that says -- you know, Mr. Ogilvie, help me out. You be the mean guy. I'm -- listen. If I had Ten Bucks, I'd throw in Ten Bucks there to do it for you, but I don't have Ten Bucks.

CITY ATTORNEY OGILVIE: What it boils down to, Mr. Mayor, is the precedence of paying Mr. Fiorentino would set. There is a statute that says the City is not liable for failure to detect defects if this in fact were a defect. I'd like to point out that it was not in a travel. It was in the gutter area, albeit

CITY ATTORNEY OGILVIE: I understand that Mr. Fiorentino was forced into the gutter area, but I can't see that there's any negligence on the part of the City because this was in a travel lane and because of the statute that says the City is not obligated to inspect for defects or discover defects, so it would be my recommendation that his claim be denied.

MAYOR BRIARE: Well. And it goes a little further than that, Mr. Ogilvie, if my reading of the file is correct, but we also have a recommendation from the adjustment company that had been charged with the responsibility of making these sort of recommendations as well.

CITY ATTORNEY OGILVIE: That was the decision of the insurance adjustor also.

MAYOR BRIARE: Now, at this portion of the meeting, Mr. Fiorentino, no matter how much somebody might appreciate your position here and your patience in waiting here for maybe most of the afternoon, there's not a blasted thing we can do at this meeting anyway. If in the event the City Manager's Office or particularly probably the City Attorney's Office, which I think you probably have a gut feeling now is not going to do you much good -- unless they were to bring this matter before us at a regular meeting, by law -- again law -- we cannot make any suggestions or recommendations to you upon which a decision could be made because we'd be in violation of the Open Meeting Law which requires that all items have to be put on an agenda and they have to be held and publicly noticed to everybody that could be interested in it and then it comes back to the meeting. That's what the -- I think that's been explained to you. That you could come here and present your case. Now, then, as to what action should be taken, it would probably be up to the City Manager to decide with consulting with the City Attorney. May I recommend this, that sometime after tomorrow -- that will be Friday -- sometime Friday call the City Manager's Office. Mr. Cool, make sure that if a call comes from Fiorentino --

JOSEPH FIORENTINO: You can just call me Joe.

MAYOR BRIARE: If Joe calls your office, would you have an answer with respect to whether this will appear on an agenda or not. Call the City Manager's Office and should he ask for you, Mr. Cool? Ask for Mr. Cool and tell him Joe's calling. Okay?

JOSEPH FIORENTINO: Okay. I just want to impress everybody here that I'm being very reasonable despite the statute and I'm just asking what is fair. That's all.

MAYOR BRIARE: And I'm trying to explain to you that you're coming to us with a request that if it were for $8 or $84 or $840, we're

MAYOR BRIARE: still bound by certain obligations, particularly the law, which we swear to uphold. You're being a reasonable person. I wish there was something for you, because you and I both know how many unreasonble people get things and how many times reasonable people don't get them. I apprecicate your being here, Joe.

JOSEPH FIORENTINO: Okay. Thank you, Mr. Mayor.