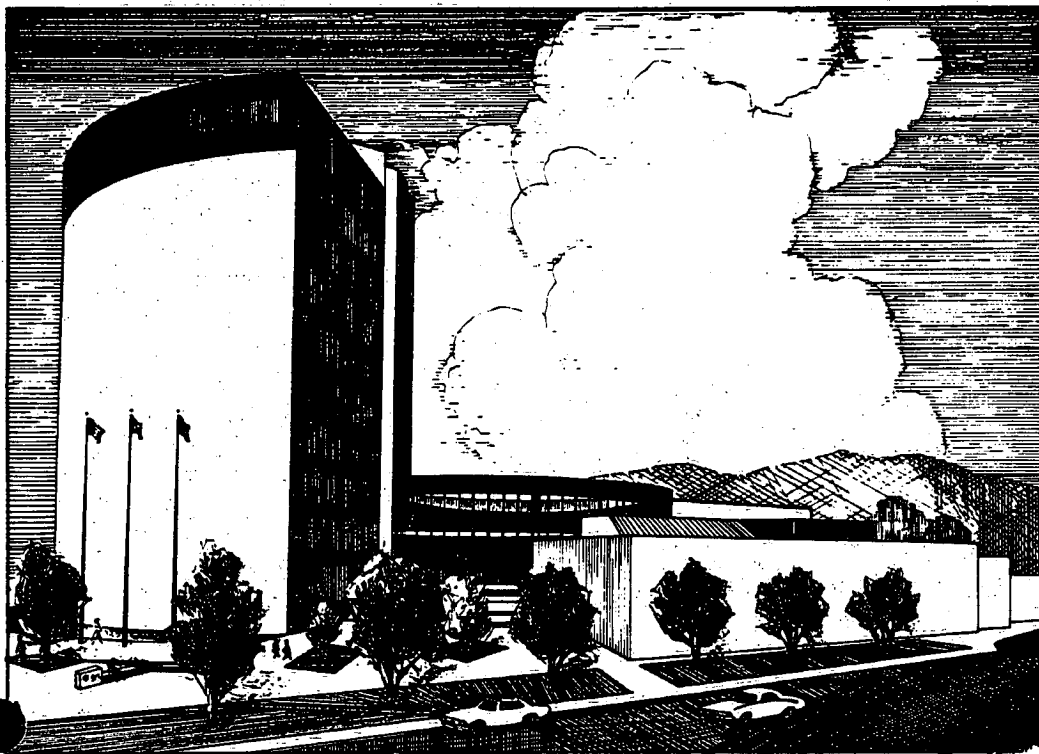




MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: July 18, 1984

TIME: 9:45 A.M.

INVOCATION: Dr. Bill Underwood
First Baptist Church

PLEDGE OF ALLEGIANCE: Given

CITY COUNCIL

MAYOR BILL BRIARE

☒

☐

☐

COUNCILMAN PAUL J. CHRISTENSEN

☒

☐

☐

COUNCILMAN RON LURIE
MAYOR PRO-TEM

☒

☐

☐

COUNCILMAN AL LEVY

☒

☐

☐

COUNCILMAN BOB NOLEN

☒

☐

☐

CITY ATTORNEY

GEORGE F. OGILVIE

☒

☐

☐

APPROVED BY REFERENCE November 7, 1984

ATTEST:

Carol A. Hawley
CITY CLERK

William H. Brimack
MAYOR

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

0001

AGENDA*City of Las Vegas*

July 18, 1984

Page 1

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

ITEM	Council Action	Department Action
I. 9:45 A.M.	FULL BOARD PRESENT	
A. <u>COMMUNITY RELATIONS</u>	Presentation of a check for \$1,000 to the City of Las Vegas was made by Valley Bank for Picnic Shelters.	
B. <u>SPECIAL EVENTS</u>	Citicorp representatives Gene Boettger and Dan Clark were in attendance and their company was welcomed into the Community by the Council.	
II. 10:00 A.M.		
1000 A. <u>ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW</u>	ANNOUNCEMENT MADE	
B. <u>INVOCATION</u> Dr. Bill Underwood First Baptist Church	Invocation Given By Dr. Bill Underwood with a special prayer in memory of Don Ashworth, deceased	
C. <u>PLEDGE OF ALLEGIANCE</u>	Mayor Briare led Audience in Pledge	
1006 D. <u>APPROVAL OF CITY COUNCIL FINAL MINUTES</u> For the Meetings of September 21, 1983, March 7, 1984, March 21, 1984 and May 2, 1984	Lurie - APPROVED Unanimous	Clerk to proceed

APPROVED AGENDA ITEM

mp Core

CITY COUNCIL MINUTES - JULY 18, 1984
AFFIDAVIT OF POSTING

0002

(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 13th day of July, 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 REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on 18th day July, 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)

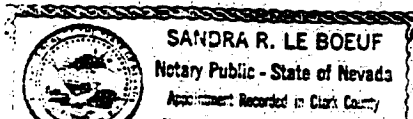
Joanne Perry
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

13th day of July, 1984

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



(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 13th day of July, 1984, at the hour of 1:45pm there were posted copies of ADDENDUM NO. 1 to the AGENDA (NOTICE), of a Regular MEETING of the CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to be held on the 18th day of July, 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 Perry
SIGNATURE

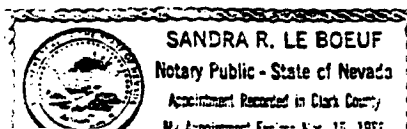
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

13th day of July, 1984

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

My Commission expires: 3-15-86



(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 13th day of July, 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 18th of July, 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). AND ADDENDUM NO. 1

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

Subscribed and sworn to before me this

13th day of July 1984

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

My Commission expires: 3-15-86



AGENDA*City of Las Vegas*

July 18, 1984

Page 2

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

ITEM

Council Action

Department Action

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

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

1007

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

Family Child Care Homes

1. MELINDA AUTEN
2905 Bryant Ave.
4 children days/1 nights
2. SHELLEY CORBETT
6308 Brandywine Way
4 children days
3. VICKI ERVIN
2612 Valparaiso
4 children days
4. APRIL THOMPSON
109 Hollyhock Lane
4 children days/4 nights

Lurie -
APPROVED as recommended Items 1 thru 4 and Item 1 under Child Care Center.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Core

AGENDA*City of Las Vegas*

July 18, 1984

Page 3

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

ITEM	Council Action	Department Action
<u>III. DEPARTMENT OF BUSINESS ACTIVITY</u> (cont'd)		
<u>*A. CHILD CARE FACILITY APPLICATIONS</u> (cont'd)		
<u>Child Care Center</u>		
1. POWELL CHILD CARE CENTER 519 South Decatur 21 children days/5 nights	Approved See Page 2	See Page 2
<u>*B. LIQUOR -- Additional</u>		
1. EXBER, INC. El Cortez 600 East Fremont 1 bar	Lurie - APPROVED Unanimous	Staff to proceed
<u>*C. GAMING -- Additional</u>		
1. EXBER, INC. El Cortez 600 East Fremont 40 slots	Lurie - APPROVED Items 1 thru 6. Unanimous with exception that Lurie abstained on Item 5.	Staff to proceed
2. SCOTT PLAZA, INC. Union Plaza Hotel & Casino #1 Main Street 10 Poker Tables		
3. B & B ENTERPRISES, INC. Shalimar Hotel, Restaurant & Lounge 1401 Las Vegas Blvd. South 8 slots		
APPROVED AGENDA ITEM		
<i>mp Coe</i>		

AGENDA*City of Las Vegas*

July 18, 1984

Page 4

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

See Page 3

4. CARDIVAN COMPANY

Albertson's #1664
120 South Rainbow
15 slots

5. CASINO SERVICES

Lady Luck Casino
206 North Third
8 slotsLas Vegas Club
18 East Fremont
15 slotsSit-N-Bull Lounge
3220 North Jones
5 slots

6. UNITED COIN MACHINE COMPANY

Elliott's Nest
2100 East Fremont
10 slots

APPROVED AGENDA ITEM

mp Cool

AGENDA*City of Las Vegas*

July 18, 1984

CITY COUNCIL

Page 5

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)D. LIQUOR -- Change of Ownership/
Change of Business Name

1. From: Mallory's

Keith J. Lopeman, 100%

TO: *OWLA CORPORATION, INC.
dba
THE WINNER
1511 North Nellis

General On-Sale

Jack N. Oliver, Pres,
Dir
Martha J. Oliver, Secy,
Treas, DirManager:
Gerald E. Darrah*Subject to the provisions of the
Fire codes and Health Department
regulationsLurie -
APPROVED, subject
to the provisions.
UnanimousStaff to proceed
Atty. Roy Woofter
appeared on behalf
of applicant.E. PRIVATE PATROLMAN LICENSE --
Change of Location1. From: 2200 East Patrick Lane
Suite 7TO: HOLMAN SECURITY CORP.
dba
HOLMAN SECURITY CORP.
2300 East Patrick Lane
Suite 7Gary R. Holman, Pres.,
Secy, Treas, 100%

APPROVED AGENDA ITEM

Lurie -
APPROVED
Unanimous

Staff to proceed

mp Core

0009

AGENDA*City of Las Vegas*

July 18, 1984

Page 6

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

- | | | | |
|------|--|--|-------------------------|
| 1008 | <p>F. <u>APPEAL ON DENIAL OF BUSINESS LICENSE</u></p> <p>1. H. KEITH ZUPNIK, M.D.
dba
LAS VEGAS CONNECTION - A PRIVATE PLACE
2466 Industrial Road</p> <p>H. Keith Zupnik, M.D., 100%</p> | <p>Levy -
Appeal DENIED
Unanimous</p> <p>(Note: A verbatim transcript made part of Final Minutes. See transcript for mention of exhibits and appearances.)</p> | <p>Staff to proceed</p> |
| 1027 | <p>G. <u>LIQUOR -- Change of Ownership</u></p> <p>1. From: Hard Hat Limited Partnership --
Richard Arlen Penn,
General Partner
Harold Wesley Lytel,
General Partner</p> <p>TO: *DAVID M. RICE & KAREN W. RICE FAMILY TRUST
dba
HARD HAT COCKTAIL LOUNGE
1675 Industrial Road</p> <p>General On-Off Sale</p> <p>David M. Rice, Trustee
Karen W. Rice, Trustee</p> <p>*Subject to the provisions of the Planning, and Fire codes and Health Department regulations</p> | <p>Levy -
APPROVED as recommended.
Unanimous</p> | <p>Staff to proceed</p> |

APPROVED AGENDA ITEM

mp Cor

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 6, 1984

TO: The City Council

FROM: DAN PILKINGTON, ACTING
DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 18, 1984 CITY COUNCIL AGENDA
APPEAL ON DENIAL OF BUSINESS LICENSEPURPOSE/BACKGROUND

Item "F"

Appearing on the Department of Business Activity portion of the agenda is a request for appeal on the denial of a business license filed by H. Keith Zupnik, M.D.

Dr. Zupnik is the applicant for a general business license to operate a health spa/hotel under the name Las Vegas Connection - A Private Place, at 2466 Industrial Road. The original application was filed with the Department of Business Activity on February 21, 1984, under the name A-Apollo Health Spa; with seven subsequent applications filed as amendments, addendums, updates, and change of names.

Attached and made part of this report is a chronological listing of events and documentation pertaining to this application. The letter of denial (#18) sets forth the grounds for denial of the license pursuant to Las Vegas Municipal Code provisions, and further outlines the facts and information obtained through investigation which formed the basis of denial of the application.

These grounds and facts include:

- 1) "The application is incomplete and contains false, misleading or fraudulent statements with respect to any information required in the application."
 - a) The application is incomplete and misleading in that it cannot be determined from the several applications submitted what sort of activities are intended to be conducted.
 - b) The application contains misleading statements in that Dr. Zupnik contends he is sole proprietor of the business and makes all decisions in the operation of the business. Investigation reveals that Terry Gordon has taken an active part in the business, thus making him a "principal" pursuant to City Code definition.
 - c) The application is incomplete in that the applicant failed to answer adequately certain questions requested in the department's letter of May 9, 1984.
 - d) The application contains misleading information regarding the availability of alcohol on the premises.
- 2) "The licensee or any of its principles is or has engaged in a business, trade, or profession without a valid license, permit, approval for suitability or work card when the applicant or holder knew that one was required or under such circumstances that he reasonably should have known one was required."

AGENDA DOCUMENTATION

Page 2

July 6, 1984

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 18, 1984 CITY COUNCIL
AGENDA
APPEAL ON DENIAL OF BUSINESS LICENSE

- a) Terry Gordon was arrested and charged with doing business without a license in January 1983 during a raid of the Party Brokers, Inc., dba "Red Rooster", at 6405 Greyhound. This department contends that Mr. Gordon was a principal in that business, and his activities in connection with the Red Rooster and the failure of Party Brokers to obtain a business license for its operation there are grounds for denial of the present business license application under this subsection.
- b) Terry Gordon was arrested and charged with doing business without a license on June 8, 1984 at the Las Vegas Connection - A Private Place. Again, the department contends that Mr. Gordon's activities in connection with this business and the fact that no business license has been issued are grounds for denial under this subsection.

On June 22, 1984, applicant H. Keith Zupnik, M.D., filed a suit against the City of Las Vegas Business License Division and Las Vegas Metropolitan Police Department, and received a temporary restraining order enjoining the City and Metro from interfering with the business activities of the Las Vegas Connection. The case is scheduled to be heard in District Court on July 16th.

Jerry J. Cahill by M. Fletcher
Jerry J. Cahill, Director
Department of Business Activity

CHRONOLOGICAL LISTING OF EVENTS PERTAINING TO LICENSE APPLICATION

A-APOLLO HEALTH SPA/
LAS VEGAS CONNECTION
2466 Industrial Road

- 1) February 21, 1984 Application filed under name of A-Apollo Health Spa for health spa, boutique and vitamin/nutritional supplement sales
- 2) April 2, 1984 Application to amend above application filed to include hotel:
 - (1) Overnight stay not to exceed 2 days; and
 - (2) Seminars - space will be leased for use of having seminars
- 3) April 20, 1984 Inter-Office Memorandum from Jim Difiore, License Investigator, Department of Business Activity
- 4) April 25, 1984 Inter-Office Memorandum from Ken Kesterson, License Investigator, Department of Business Activity
- 5) April 25, 1984 Application received as addendum to current application -- to add:
membership club
- 6) April 25, 1984 Application received as addendum to current application to add:
Exercise equipment/weight machines/sell juices, soft drinks and other non-alcoholic beverages
- 7) May 3, 1984 Application received to change business name to:
The Las Vegas Connection
- 8) May 4, 1984 Application received to change business name to:
Las Vegas Connection
- 9) May 4, 1984 Letter dated May 2 from H. Keith Zupnik, M.D., (applicant) received summarizing the activities at the Las Vegas Connection
- 10) May 7, 1984 Inter-Office Memorandum from Richard McGough, Deputy Director, Department of Business Activity
- 11) May 9, 1984 Letter to applicant from Jerry J. Cahill, Director Department of Business Activity, notifying to cease and desist doing business as A-Apollo Health Spa/Las Vegas Connection; advising applicant license cannot be approved at that time, that it is incomplete, and needed clarification

CHRONOLOGICAL LISTING OF EVENTS PERTAINING TO LICENSE APPLICATION
(cont'd)

A-APOLLO HEALTH SPA/
LAS VEGAS CONNECTION
2466 Industrial Road
Page Two

- 12) May 10, 1984 Application received to change business name to:
 Las Vegas Connection - A Private Place
- 13) May 10, 1984 Application received to update current application to add the following:
 "Social Activities: defined as couples and singles gathering to meet other couples and singles in our facility for the following purpose: use of group jacuzzi; group sauna, juice bar, dance area, lounge areas, separate male and female locker rooms, showers, and restrooms, private suites available through our hotel facility, free use of linen service, purchasing of swimwear available. Proper attire will be worn at all times in all appropriate areas. This facility will be referred to as a "Private Place," although NO membership fees or dues will be required. Our patrons will be charged each time they use the facility."
- 14) May 14, 1984 Inter-Office Memorandum from Jim Difiore, License Investigator, Department of Business Activity
- 15) May 17, 1984 Letter dated May 16, 1984 from H. Keith Zupnik, M.D., responding to departmental letter of May 9 received, along with diagram of floor plan and copy of lease
- 16) May 23, 1984 Inter-Office Memorandum from Jim Difiore, License Investigator, Department of Business Activity
- 17) June 11, 1984 Inter-Office Memorandum from Jim Difiore, License Investigator, Department of Business Activity
- 18) June 15, 1984 Letter of denial of application sent to H. Keith Zupnik, M.D.
- 19) June 21, 1984 Inter-Office Memorandum from Jim Difiore, License Investigator, Department of Business Activity
- 20) June 26, 1984 Letter dated June 25, 1984 from applicant received appealing denial

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.

Purpose of Application: (Check Appropriate Block(s))		License No.: <u>HA-7-26112</u>
New Business ☒	Former Name: _____	License No.: <u>607-26112</u>
Change In Name ☐	Former Owner: _____	License No.: _____
Change In Ownership ☐	Former Location: _____	
Change In Location ☐		
Change In Corporate Officer(s):	Added ☐ Deleted ☐ All New ☐	
Business Name (DBA): <u>A- Apollo Health SPA</u>		
Business Address: <u>2466 Industrial Rd. Las Vegas Nevada</u>		Zip: _____
Mailing Address: <u>2466 Industrial Rd. Las Vegas Nevada</u>		Zip: _____
		Business Phone: <u>(818) 889-5482</u>
Parent Business Name: <u>N/A</u>	Est. Date License To Begin: <u>3-84</u>	
Type of Business: <u>Health SPA - Boutique - Vitamin and Nutritional Supplement Sales</u>		
Brief Description Of How Business Is To Be Conducted: <u>Exercise Classes, YOGA, Stress reduction classes, Boutique (Men and Women's Sportswear) Vitamin and Nutritional Supplement Sold</u>		
Door-To-Door Soliciting: Yes ☐ No ☒		
All New Merchandise: Yes ☒ No ☐		
Description Of Above Business Address: <u>Full-Service SPA including separate shower, toilet facilities and lockers for Men and Women; Separate lounge area; Large common area including Jacuzzi, Aerobic exercise - dance floor (circular)</u>		
Storage Required: Yes ☐ No ☒		
If yes, where: _____		
Nevada State License(s) No.: <u>Nevada State Board of Medical Examiners License to Practice Medicine #4509</u>	Health Permit No.: <u>Will Apply For</u>	
State Sales Tax Permit No.: <u>Applied - see attached Form</u>	Applied For: <u>2-21-84 attached</u>	
Other Current Business Licenses: <u>N/A</u>		
Ownership Is: (Check One) Sole Proprietor ☒ Partnership ☐ Corporation ☐ Association ☐		
Name: <u>H. Keith Zupnik M.D.</u>	Title: <u>M.D.</u>	Residence: <u>6229 Rustling Oaks Dr. Agoura Hills CA 91301</u>
	Phone No.: <u>(818) 889-5482</u>	Social Security: <u>340-44-4330</u>
		Date Of Birth: <u>11-05-50</u>
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.: <u>N/A</u>	Business Address: _____	Business Phone: _____
Has owner(s) been arrested: (except minor traffic violations) Yes ☐ No ☒		
If yes, list arrest(s):		
Name: _____	Date: _____	Charge: _____
		Location: _____
		Disposition: _____
COMPLETE IF APPLICABLE: <u>N/A</u>		
Coin-Operated Machines: Amusement ☐ # _____ Juke Box ☐ # _____ Cigarette ☐ # _____		
Location Of Machines: _____	Date Placed In Service: _____	

DO NOT WRITE IN THIS BOX

Bond: Type: _____	Amount: _____	Attached: _____	Pending: _____
Insurance: Amount: _____	Policy Attached: _____	Pending: _____	
Insured By: _____	Expiration Date: _____		
Vehicle No.: _____	Date Sticker Issued: _____	Police I.D. No.: _____	
Letter Of Authorization On Premises: Attached: _____	Pending: _____		
Other: _____			
General Receipt No.: <u>51381</u>	Date: <u>2-21-84</u>	Amount: <u>HO8-50.00</u> <u>67-25.00</u>	Paid To: <u>La 8-1-84</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Date Logged: <u>2-22-84</u>	Semiannual Rate: _____		
If Change Of Ownership/Location: License Fees Paid To: _____	Owing: _____		
Room Taxes Paid To: _____	Owing: _____		
Sewer Cycle No.: _____	Amount: _____	Paid To: _____	Owing: _____
Referral To LVMPD: Date: _____	Plate Card: _____	License: _____	
Seating Capacity: Number Of Seats: _____			
City Council Approval Date: _____			

APPROVALS:	TENTATIVE	
Planning	Date _____ By _____	2/23/84 <u>Y. V. B. D.</u>
Fire	Date _____ By _____	3-24-84 <u>[Signature]</u>
License	Date _____ By _____	

Additional Comments Or Information:

I am a Licensed Physician (M.D.) in both the
 States of California and Nevada currently:
 CALIFORNIA (BMDA) License # G-030189
 Nevada Medical License # 4569
 * No Membership, This will not be a Medical
 Practice or Clinic
 Fire inspection after the 27th of Feb.

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

CERTIFICATION

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

Received By:

H. Reed, Jr. MD 2-21-84
 Signature Of Applicant Title Date

[Signature] 2-21-84
 Department Of Business Activity Date

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

0016

BUSINESS LICENSE APPLICATION

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

Purpose of Application: [Check Appropriate Block(s)]		License No.: <u>1105-</u> <u>26112</u>	
AMEND Current License		License No.:	
Application TO INCLUDE THE Following Below:		License No.:	
New Business ☐	Former Name:		
Change In Name ☐	Former Owner:		
Change In Ownership ☐	Former Location:		
Change In Location ☐			
Change In Corporate Officer(s):		Added ☐ Deleted ☐ All New ☐	
Business Name (DBA): <u>A - APOLLO Health SPA</u>			
Business Address: <u>2466 Industrial Road LAS VEGAS Nevada</u>			Zip: <u>89102</u>
Mailing Address: <u>Same as Above</u>			Zip: <u>89102</u>
		Business Phone: <u>386-5724</u>	
Parent Business Name: <u>N/A</u>		Est. Date License To Begin: <u>4-9-84</u>	
Type of Business: <u>Hotel- Health SPA</u>			
Brief Description Of How Business Is To Be Conducted: <u>ADD the Following:</u>			
<u>(1) OverNIGHT stay Not to exceed 2 days & full</u>			
<u>(2) Seminars - space will be leased for use of having Seminars</u>			
Door-To-Door Soliciting: Yes ☐ No ☒			
All New Merchandise: Yes ☐ No ☐ <u>N/A</u>			
Description Of Above Business Address: <u>Refer to Application on file</u>			
Storage Required: Yes ☐ No ☒			
If yes, where: <u>Nevada State Board of Medical Examiners For M.D.</u>			
Nevada State License(s) No.: <u>Lic # 4569</u>		Health Permit No.: <u></u>	
State Sales Tax Permit No.: <u>Refer to Application on file</u>		Applied For: <u></u>	
Other Current Business Licenses: <u>Medical Practice 2470 Industrial Rd. L.V. Nev. 89102</u>			
Ownership Is: (Check One) Sole Proprietor ☒ Partnership ☐ Corporation ☐ Association ☐			
Name: <u>H. Keith Zupnik M.D.</u>	Title: <u></u>	Residence: <u>6229 Rustling Oaks Drive</u>	
	Phone No.: <u>386-5749</u>	Social Security: <u>340-44-4330</u>	Date Of Birth: <u>11-05-50</u>
Name: <u>N/A</u>	Title: <u></u>	Residence: <u></u>	
	Phone No.: <u></u>	Social Security: <u></u>	Date Of Birth: <u></u>
Name: <u>N/A</u>	Title: <u></u>	Residence: <u></u>	
	Phone No.: <u></u>	Social Security: <u></u>	Date Of Birth: <u></u>
Corporate Resident Agent/Local Mgr.: <u>N/A</u>		Business Address: <u></u>	
		Business Phone: <u></u>	
Has owner(s) been arrested: (except minor traffic violations) Yes ☐ No ☒			
If yes, list arrest(s):			
Name:	Date:	Charge:	Disposition:

COMPLETE IF APPLICABLE: N/ACoin-Operated Machines: Amusement ☐ # Juke Box ☐ # Cigarette ☐ # Location Of Machines: Date Placed In Service:

DO NOT WRITE IN THIS BOX

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

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

Insured By: _____ Expiration Date: _____

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

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

Other: _____

General Receipt No.: _____ Date: _____ Amt: 20.83 Paid To: 7-1-84

Date Logged: 43-84 Semiannual Rate: _____

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

Room Taxes Paid To: _____ Owing: _____

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

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

Seating Capacity: Number Of Seats: _____

City Council Approval Date: _____

APPROVALS: TENTATIVE

Planning Date _____ By _____ Date 4/3/84 By [Signature]

Fire Date 4-4-84 By [Signature] Date _____ By _____

License Date _____ By _____ Date _____ By _____

Add Fire Inspection if necessary - 382-8695 Eunice

Additional Comments Or Information:

- ① A- Apollo Health SPA has facilities that may be used for overnight stay by patrons of the health spa for supervision for their health problems
- ② A- Apollo Health Spa will pay all persons conducting seminars (health related)

PHONE CALL TO:

DR ZUPNIM, WHO STATED THERE WOULD BE NO MORE THAN 10 HOTEL ROOMS AND THAT THESE WOULD BE AVAILABLE TO THE SPA PATRONS ONLY. ALSO NO CONNECTION WITH SEXUALLY ORIENTED BUSNS ON THE SAME SITE. (CRAZY HORSE)

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

CERTIFICATION

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

Received By:

taken w/o fee - kp

H. Keith Zupnim MD 4-02-84
Signature Of Applicant Title Date

Department Of Business Activity

Date

ADDITIONAL/HANGING LICENSE INPUT REPORT

DBA: A-Apollo Health Spa (Hotel) DATE: 4-5-84
 (1) HANGING LICENSE # _____ (2) ADDITIONAL LICENSE # 26112 (3) store
 ADDRESS: 2466 Industrial Rd (4) PRIMARY OCCUPANT: A-Apollo Health Spa
 (5) LAST INSP. DATE: 4-5-84 I.D.# 608 (6) INSP. (signature): [Signature]
 (7) (8) (9)

DEFINITIONS

HANGING LICENSE: A license which is placed at another business location; but does not necessarily have activity being generated from same location.

ADDITIONAL LICENSE: Existing business having additional business licenses such as tobacco, liquor, etc.

INSTRUCTIONS

An Additional/Hanging License Input Report is to be completed for all new hanging or Additional License Applications which have a MASTER History Location Form on file.

APPROPRIATE INFORMATION SHALL BE ENTERED IN THE NUMBERED CATEGORIES AS FOLLOWS:

- | | |
|--------------------------------|-----------------------------|
| 1. NAME OF BUSINESS | 6. NAME OF PRIMARY OCCUPANT |
| 2. DATE OF ACTIVITY | 7. DATE OF LAST INSPECTION |
| 3. HANGING LICENSE # | 8. INSPECTOR'S I.D.# |
| 4. ADDITIONAL LICENSE # | 9. INSPECTOR'S SIGNATURE |
| 5. ADDRESS OF PRIMARY OCCUPANT | |

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

April 20, 1984

TO: MARJORIE HETHER, CHIEF PRIVILEGE LICENSE DIVISION	FROM: Jb JIM DIFIORE LICENSE INVESTIGATOR
SUBJECT: A APOLLO HEALTH SPA 2466 INDUSTRIAL ROAD	COPIES TO:

1. On February 22, 1984, an application was submitted for A Apollo Health Spa located at 2466 Industrial Road (H08 and C07 Classifications). The application is filed by H. Keith Zupnik, M.D., as sole proprietor. Dr. Zupnik lists a residence address of 6229 Rustling Oaks Drive, Agoura Hills California. A description of the business includes:

"Exercise classes, yoga, stress reduction classes, boutique (men and women's sports-wear) vitamin and nutritional supplements sold. I am a licensed physician (M.D.) in both the states of California and Nevada currently: California (BMQA) License #G-038189, Nevada Medical License # 4569, no memberships, this will not be a medical practice or clinic."

On March 2, 1984, Dr. Zupnik filed an application for his Physicians License (P07) to be located adjacent to the Health Spa at 2470 Industrial Road.

On April 3, 1984, an amendment was filed to the Health Spa License to include the following:

"Overnight stay not to exceed 2 days seminars - space will be leased for use of having seminars. A Apollo Health Spa has facilities that may be used for overnight stay by patrons of the health spa for supervision of their health program. A Apollo Health Spa will pay all persons conducting seminars (health related)."

2. On April 11, 1984, this investigator while scanning the Personal Columns of the Las Vegas Sun Newspaper came across an ad stating:

"We're Coed

Exciting and new! The Apollo 24 hr. health spa

CLV 7007

A Apollo Health Spa
April 20, 1984
Page 2

offering aerobic disco dance, jacuzzi, sauna, therapeutic massage, cosmetic and body treatments for men and women. Physician MD on staff for diet control. Grand opening special \$25 membership. Come in and see what we have to offer.

2466 Industrial Rd. 386-5724"

Due to this ad, this investigator determined to investigate the application with regard to memberships being offered. An unannounced visit to the facility to inquire on services within the ad revealed interesting results. A Murray Weissman identified himself as one of the owners. Presently the spa was going through some remodeling due to the facility not being actively used in the last year. Mr. Weissman stated on April 11, 1984, that they were selling memberships at \$25 yearly, but each time you visited the spa, the fee was \$2 daily which included full use of the facilities. He stated that other services included massage, as they would have both a masseur and a masseuse available for patrons. A tour of the facility revealed that in addition to locker room, showers, jacuzzi, snack bar, and an exercise room available, separate rooms approximately 5' x 7' in area, fully closed with lockable door; approximately 20 in number were available for patrons. Mr. Weissman stated that these rooms were being converted to tanning booths, although no remodeling seemed to be presently taking place. This ended the tour of the facility. On April 13, 1984, per instruction from this investigator, Investigator Inghram left with Mr. Weissman an application for a membership license (short form-Personal History) for Dr. Zupnik to complete and submit to this office.

3. On April 16, 1984, this investigator proceeded by the business location to record the license numbers of vehicles parked in front of the health spa to determine the occupants of this facility as part of the investigation. The following vehicles and registered owners were noted at approximately 11:30 a.m. this day:

<u>Plate Number</u>	<u>Registered Owner</u>
345 AMH	Terry W. Gordon
TLA 488	June G. Endy
034 AJU	Edwin J. & Essie M. Remmert
355 ABF	Adam S. Novaky
BR 1155	Pete M. Cervantes
TGU 857	Joseph Mossa
201 ALC	Robert D. Best

A Apollo Health Spa
April 20, 1984
Page 3

Due to the name of Terry Gordon appearing as an owner of a vehicle observed at this location, investigation further into this business commenced.

A check with the Las Vegas Sun, Classified Section, revealed that Dr. Zupnik or someone using his name placed the ad in the newspaper to run from April 11 to April 18, 1984.

Two telephone numbers on the application classified as H05 lists local numbers as 386-5724 and 386-5749. A check with Centel's records indicates that both numbers (published) are subscribed by Dr. Zupnik for the health spa and medical practice respectively.

SCOPE ran on Dr. Zupnik revealed no record.

Per Metro Special Investigations, teletype to the Department of Justice, State of California, on criminal history of Dr. Zupnik revealed negative results.

A check with State of California Board of Medical Quality Assurance revealed that License #G-038189 was issued to a Herman Isaac Zupnik in 1978, for licensing as a physician and is current.

A check with the State of Nevada Board of Medical Examiners revealed that License #4569 was issued to a Herman Isaac Zupnik on April 3, 1982, for bariatrics, preventative medicine and administrative medicine; the license is current. Dr. Zupnik listed with this Board a residence address of 31850 Village Center Road, Westlake Village, California 91361. The date of birth and social security number for Herman Isaac Zupnik matches that of H. Keith Zupnik.

As of April 17, 1984, no building permits have been taken out for remodeling at 2466 and 2470 Industrial Road.

4. On April 17, 1984, the following vehicles were observed adjacent to the A Apollo Health Spa at 11:30 a.m.

<u>Plate Number</u>	<u>Registered Owner</u>
642 AGE	Terry Gordon (Observed walking from this vehicle into the facility at 11:35 a.m.)

A Apollo Health Spa
April 20, 1984
Page 4

<u>Plate Number</u>	<u>Registered Owner</u>
CXZ 553	Andrew Baruffi (Observed male previously identified as Murray Weissman driving vehicle with unidentified WMA, approximately 60 years old, medium built, and silver hair)
TLE 767	Tony C. Calabrese
TBF 867	Harold R. Morgan & Carol L. Morgan (Observed WMA, heavy set, approximately 40 years old, and black hair)

At 1:30 p.m., the following vehicles were observed at the spa:

DANILO	Don Jonovich
CXZ 553	Andrew Baruffi (previously recorded)
BP0 833	Melvin C. & Margaret L. Marks
345 AMH	Terry Gordon (previous recorded)
323 AED	Michael J. Santino
CT 19933	William G. Dickson, Jr.
TKV 976	George McLarty, Jr. & Carol S. Galloway

It appears from several observations of this facility that Terry Gordon is involved in the operation of the business and could possibly be using Dr. Zupnik as a front for possible illegal vice-related activity.

Investigation to continue.

See attachments.

JD:vh

CERTIFICATE OF BUSINESS FICTITIOUS FIRM NAME

The undersigned do es hereby certify that he is
 conducting a business at 2466 Industrial Road
 Nevada, under the fictitious firm name of A-APOLLO HEALTH SPA
 and that the said firm is composed of the following person whose name is LORETTA BOWMAN
 and address is CLARK BY is Keith Zupnik
 as follows, to wit:

Witness my hand this 21st day of February, 19 84

H. Keith Zupnik
 H. KEITH ZUPNIK

STATE OF NEVADA)
 COUNTY OF CLARK) SS:

On this 21st day of February, 19 84, before me, the undersigned, a Notary Public in
 and for said County and State, personally appeared

H. KEITH ZUPNIK

known to me to be the person whose name is is subscribed to the within instrument, and
 acknowledged to me that he executed the same, freely and voluntarily and for the uses and purposes
 therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

William Lee
 Notary Public in and for said County and State.

Residing at Las Vegas, Nevada.

(NOTARIAL SEAL)



DesAnne Fultz
 Notary Public - State of Nevada
 CLARK COUNTY
 My Appointment Expires July 12, 1987

M-035-15-030

840413

INTER-OFFICE MEMORANDUM

April 25, 1984

TO:

MARGE HETHER, CHIEF
PRIVILEGE LICENSE DIVISION

FROM:

KEN KESTERSON
LICENSE INVESTIGATOR

SUBJECT:

A APOLLO HEALTH SPA
2466 INDUSTRIAL ROAD

COPIES TO:

On April 23, 1984 at 2:00 p.m., this investigator went to the above location and copied the following license plate numbers from vehicles parked in the vicinity:

to be checked by memo

Calif	license #	IJ0C043	
"	"	IGMN193	
Nevada	license #	TDB983	J.K. Rankin, Jr.
"	"	CX2553	Andrew Baruffi
"	"	345AMH	Terry W. Gordon
"	"	801ALK	Robert A. Jones
"	"	347ALK	John C. Trotter

KK:dw

CLV 7007

CITY COUNCIL MINUTES - JULY 18, 1984

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

0026

BUSINESS LICENSE APPLICATION

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

Purpose of Application: (Check Appropriate Block(s))

New Business ☐Change In Name ☐Change In Ownership ☐Change In Location ☐Former Name: Addendum to CurrentFormer Owner: Application

Former Location: _____

License No.: _____

License No.: _____

License No.: _____

Change In Corporate Officer(s):

Added ☐Deleted ☐All New ☐

Business Name (DBA):

A - Apollo Health SPA

Business Address:

2466 Industrial Road LAS Vegas Nevada 89102

Zip:

Mailing Address:

Same as Above

Zip:

Business Phone:

(702) 386-5724

Parent Business Name:

N/A

Est. Date License To Begin:

See Current Application

Type of Business:

SPA - Hotel

Brief Description Of How Business Is To Be Conducted:

Add the Following to Current Application:Membership Club (Bond Approval Pending)

Door-To-Door Soliciting:

Yes ☐No ☒

All New Merchandise:

Yes ☒No ☐

Description Of Above Business Address:

See Current Application

Storage Required:

Yes ☐No ☒

If yes, where: _____

Nevada State License(s) No.:

See Current

Health Permit No.:

State Sales Tax Permit No.:

Application on File

Applied For: _____

Other Current Business Licenses: _____

Ownership Is: (Check One)

Sole Proprietor ☐Partnership ☐Corporation ☐Association ☐

Name:

H. Keith Zupnik M.D.

Title:

Owner

Residence:

6229 Rustling Oak Drive
Acoura Hill CA 91301

Phone No.:

(818) 707-0152

Social Security:

340-44-4330

Date Of Birth:

11-01-50

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.:

N/A

Business Address:

Business Phone:

Has owner(s) been arrested: (except minor traffic violations)

Yes ☐No ☒

If yes, list arrest(s):

Name:

Date:

Charge:

Location:

Disposition:

COMPLETE IF APPLICABLE: N/A

Coin-Operated Machines:

Amusement ☐

Juke Box ☐

Cigarette ☐

Location Of Machines: _____

Date Placed In Service: _____

DO NOT WRITE IN THIS BOX

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

 Date Logged: _____ Semiannual Rate: _____
 If Change Of Ownership/Location: License Fees Paid To: _____ Owing: _____
 Room Taxes Paid To: _____ Owing: _____
 Sewer Cycle No.: _____ Amount: _____ Paid To: _____ Owing: _____
 Referral To LVMPD: Date: _____ Plate Card: _____ License: _____
 Seating Capacity: Number Of Seats: _____
 City Council Approval Date: _____

APPROVALS:

TENTATIVE

FINAL

Planning

Date

By

Date

By

Fire

Date

By

Date

By

License

Date

By

Date

By

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.

Received By:

H. Keith Zappala M.D. 4-23-84
 Signature Of Applicant Title Date

 Department Of Business Activity Date

0028

CITY OF LAS VEGAS
DEPARTMENT OF BUSINESS ACTIVITY
PERSONAL HISTORY QUESTIONNAIRE

GENERAL INSTRUCTIONS:

HANDPRINT OR TYPE AN ANSWER TO EVERY QUESTION. IF A QUESTION DOES NOT APPLY TO YOU, SO STATE WITH N/A. IF SPACE AVAILABLE IS INSUFFICIENT, USE A SEPARATE SHEET AND PRECEDE EACH ANSWER WITH THE NUMBER OF THE REFERENCED BLOCK. DO NOT MISSTATE OR OMIT ANY MATERIAL FACT(S) SINCE THE STATEMENTS MADE HEREIN ARE SUBJECT TO VERIFICATION. APPLICANT MUST INITIAL EACH PAGE AS PROVIDED, IN LOWER LEFT CORNER.

ALL APPLICANTS ARE ADVISED THAT THIS APPLICATION IS AN OFFICIAL DOCUMENT AND MISREPRESENTATION OR FAILURE TO REVEAL INFORMATION REQUESTED, MAY BE DEEMED TO BE SUFFICIENT CAUSE FOR THE REFUSAL OR REVOCATION OF A LICENSE.

APPLICATION FOR: (1) SPA / Hotel (2) Medical Practice
(1) A-Apollo Health SPA (TYPE OF LICENSE DESIRED)
2466 Industrial Rd. L.V. NV 89102 (2) H. Keith Zupnik M.D. 2470 Industrial Rd.
L.V. Nev. 89102
(NAME AND ADDRESS OF ESTABLISHMENT FOR WHICH LICENSE IS REQUESTED)
N/A N/A
(NAME UNDER WHICH IT IS NOW OPERATED)

LAST NAME <u>ZUPNIK</u>	FIRST NAME <u>HERMAN</u>	MIDDLE NAME <u>ISAAC</u>
ALIASES, NICKNAMES, MAIDEN NAME, OTHER NAME CHANGES, LEGAL OR OTHERWISE <u>H. Keith ZUPNIK M.D.</u>		
PRESENT RESIDENCE ADDRESS - ST. OR RFD <u>6229 Rustling Oaks Drive</u>		CITY-POST OFFICE <u>AGOURA HILLS</u>
STATE/ZIP <u>CA 91301</u>		
PRESENT BUSINESS ADDRESS <u>31850 Village Center Road</u>		CITY-POST OFFICE <u>Westlake Village</u>
STATE/ZIP <u>CA 91361</u>		
TYPE OF WORK <u>Physician M.D.</u>		PHONE: RESIDENCE <u>(818) 707-0152</u>
		BUSINESS <u>(818) 889-4822</u>
DATE OF BIRTH <u>11-05-50</u>	PLACE OF BIRTH (CITY, COUNTY, STATE) <u>Chicago ILLINOIS</u>	
SOCIAL SECURITY NUMBER <u>340-44-4330</u>		
AGE <u>33</u>	DESCENT (SCOTCH, IRISH, GERMAN, NEGRO, ETC.) <u>Russian-Hungarian Jew</u>	HEIGHT <u>6'</u>
WEIGHT <u>190</u>	COLOR OF EYES <u>Blue</u>	COLOR OF HAIR <u>Brown</u>
COMPLEXION <u>Fair</u>	SEX <u>MALE</u>	BUILD <u>Medium</u>
SCARS, TATTOOS OR DISTINGUISHING MARKS AND/OR CHARACTERISTICS: <u>None</u>		
GLASSES: YES <u>NO</u> <u>Contact Lenses</u>		
ARE YOU A CITIZEN OF THE UNITED STATES? YES <u>X</u> NO <u> </u>		
IF NATURALIZED, CERTIFICATE NO. <u> </u> DATE: <u> </u>		
PLACE <u> </u> (IF NATURALIZED, DOCUMENT MUST BE VERIFIED)		

APPLICATION RECEIVED BY:

DATE:

0029

5. EMPLOYMENT BEGIN WITH YOUR MOST RECENT JOB, AND LIST YOUR WORK HISTORY OR BUSINESSES YOU HAVE BEEN INTERESTED IN, AND/OR PERIODS OF UNEMPLOYMENT.

FROM DATE NOV 14, 1983	NAME/MAILING ADDRESS OF EMPLOYER H. Keith Zupnik M.D. 31850 Village Center Rd. Westlake Village CA 91361	WHY DID YOU LEAVE? N/A
TO DATE Present	JOB TITLE Physician M.D.	DESCRIPTION OF DUTIES General Medical Practice
SALARY N/A	NAME OF SUPERVISOR Self employed	WAS GAMING PRESENT? <u>N/A</u> WAS LIQUOR PRESENT? <u>N/A</u>
FROM DATE 13-82	NAME/MAILING ADDRESS OF EMPLOYER H. Keith Zupnik M.D. 2080 Century PK. E. L.A. CA 90067 Suite 1709	WHY DID YOU LEAVE? New association
TO DATE 2-84	JOB TITLE Physician M.D.	DESCRIPTION OF DUTIES General Medical Practice
SALARY N/A	NAME OF SUPERVISOR Self employed	WAS GAMING PRESENT? <u>N/A</u> WAS LIQUOR PRESENT? <u>N/A</u>
FROM DATE 9-80	NAME/MAILING ADDRESS OF EMPLOYER Richard P. Huecker M.D. 32144 Agoura Rd. Westlake Village CA 91361	WHY DID YOU LEAVE? New Association
TO DATE 12-31-82	JOB TITLE Physician M.D.	DESCRIPTION OF DUTIES General Medical Practice
SALARY \$4,000/Mo.	NAME OF SUPERVISOR Richard P. Huecker M.D.	WAS GAMING PRESENT? <u>N/A</u> WAS LIQUOR PRESENT? <u>N/A</u>
FROM DATE 7-78	NAME/MAILING ADDRESS OF EMPLOYER James A. Ryan Jr. M.D. Vice President Transamerica - Occidental Life 1150 S. Olive St. L.A. CA 90040	WHY DID YOU LEAVE? To begin private practice
TO DATE 9-80	JOB TITLE Associate Medical Director	DESCRIPTION OF DUTIES Consultant Life & Health Underwriting Dept. / employee health / Clinical Consultation
SALARY \$600/Mo.	NAME OF SUPERVISOR James A. Ryan Jr. M.D. Vice President - Medical Director	WAS GAMING PRESENT? <u>N/A</u> WAS LIQUOR PRESENT? <u>N/A</u>
FROM DATE N/A	NAME/MAILING ADDRESS OF EMPLOYER N/A	WHY DID YOU LEAVE? N/A
TO DATE N/A	JOB TITLE N/A	DESCRIPTION OF DUTIES N/A
SALARY N/A	NAME OF SUPERVISOR N/A	WAS GAMING PRESENT? <u>N/A</u> WAS LIQUOR PRESENT? <u>N/A</u>

6. CHARACTER REFERENCES:

LIST FIVE CHARACTERS REFERENCES. DO NOT INCLUDE RELATIVES OR PRESENT EMPLOYER.

NAME	STREET	MAILING ADDRESS CITY	STATE	YEARS KNOWN
Henry Press D.C.	31850 Village Center Rd.	Westlake Village CA 91361		6
CARY SAHUEL - Attorney At Law	Tanzer, Rosato, Samuels, and Weiss	9721 Wilshire Blvd. Beverly Hills CA 90212		6
Stuart Zubrich PhD	2080 Century PK E. Suite 1709	L.A. CA 90067		3-4
James A. Ryan Jr. M.D.	Transamerica Occidental Life Int. Co. of Calif.	1150 S. Olive St. L.A. CA 90040 (6th Floor Tower)		6
Rabbi Rubin Huttler	Etz Jacob Synagogue	7659 Beverly Blvd. L.A. CA		10

7. ARE YOU A REGISTERED VOTER OF THE STATE OF NEVADA? YES NO X

IF SO, COUNTY: _____

PRECINCT NUMBER _____

0030

b. ARREST, DETENTION AND LITIGATION:HAVE YOU EVER BEEN ARRESTED FOR ANY REASON WHATSOEVER? YES _____ NO X

IF SO, GIVE DETAILS IN SPACE PROVIDED BELOW. LIST ALL CASES WITHOUT EXCEPTION.

DATE OF ARREST	AGE	CHARGE	LOCATION CITY & STATE	DISPOSITION

HAVE YOU OR YOUR SPOUSE BEEN INVOLVED IN ANY COURT ACTION, CIVIL OR CRIMINAL? YES _____ NO X

IF SO, EXPLAIN DETAILS BELOW:

HAVE YOU EVER HAD YOUR RECORD, CIVIL OR CRIMINAL, SEALED BY A COURT ORDER? YES _____ NO X

IF SO, WHEN? _____ WHERE? _____

9. HAVE YOU EVER BEEN QUESTIONED BY A CITY, STATE OR FEDERAL CRIME COMMISSION? YES _____ NO XA GRAND JURY? YES _____ NO X

IF ANSWER IS "YES", TYPE OF INQUIRY: _____

DATE: _____ LOCATION: _____

10. HAS ANY MEMBER OF YOUR FAMILY, OR SPOUSE'S FAMILY OR RELATIVES, EVER BEEN CONVICTED OF A FELONY? YES _____ NO X

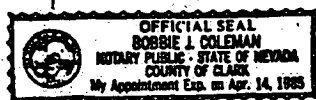
IF YES, WHERE? _____ CHARGE _____

DISPOSITION _____ DATE _____

NAME AND RELATIONSHIP _____

STATE OF NEVADA)
COUNTY OF CLARK) SS.

H. Keith Zupnik M.D., BEING DULY SWORN, SAYS THAT HE HAS READ THE FOREGOING APPLICATION AND KNOWS THE CONTENTS THEREOF, AND THAT THE SAME IS TRUE OF HIS OWN KNOWLEDGE; AND, THAT THE SAME CONTAINS A FULL AND TRUE ACCOUNT OF THE INFORMATION REQUESTED; AND, THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED, AND WITH THE KNOWLEDGE THAT MISREPRESENTATION OR FAILURE TO REVEAL INFORMATION REQUESTED, MAY BE DEEMED SUFFICIENT EVIDENCE FOR REFUSAL TO ISSUE OR REVOCATION OF LICENSE APPLIED FOR, AND SHOULD LICENSE APPLIED FOR BE GRANTED, HE AGREES TO ABIDE BY ALL CITY, COUNTY, STATE AND FEDERAL LAWS, AND FULLY UNDERSTANDS THAT FAILURE TO DO SO, MAY RESULT IN REVOCATION PROCEEDINGS.



H. Keith Zupnik M.D.
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN TO, BEFORE ME

THIS 17th DAY OF April, 1984

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

CLV EXHIBIT A
Page 21 of 83

CITY OF LAS VEGAS
DEPARTMENT OF BUSINESS ACTIVITYP.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.

Purpose of Application: [Check Appropriate Block(s)]

New Business ☐ Addendum to Current Application

Change In Name ☐ Former Name: _____

Change In Ownership ☐ Former Owner: _____

Change In Location ☐ Former Location: _____

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

Business Name (DBA): A - Apollo Health SPA

Business Address: 2466 Industrial Road LAS Vegas Nevada 89102 Zip: _____

Mailing Address: Same as Above Zip: _____

Business Phone: (702) 386-5724

Parent Business Name: N/A Est. Date License To Begin: See Current Application

Type of Business: SPA - Hotel

Brief Description Of How Business Is To Be Conducted:

ADD The Following to the Current Application: Exercise Equipment (Weight Machine)
Selt Juice, Soft Drink and other Non-Alcoholic Beverages
Manufacturing - GlassDoor-To-Door Soliciting: Yes ☐ No ☒All New Merchandise: Yes ☒ No ☐

Description Of Above Business Address:

See Current Application on File

Storage Required: Yes ☐ No ☒

If yes, where: _____

Nevada State License(s) No.: See Current Application Health Permit No.: _____

State Sales Tax Permit No.: ON File Applied For: _____

Other Current Business Licenses: _____

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

Name: H. Keith Zupnik M.D. Title: OWNER Residence: 6229 Rustling Oak Dr. Agoura Hills CA 91301

Phone No.: (916) 707-0152 Social Security: 340-44-4330 Date Of Birth: 11-02-50

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.: N/A Business Address: _____ Business Phone: _____

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

If yes, list arrest(s):

Name:	Date:	Charge:	Location:	Disposition:

COMPLETE IF APPLICABLE: N/A

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

Location Of Machines: _____ Date Placed In Service: _____

DO NOT WRITE IN THIS BOX

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

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

Insured By: _____ Expiration Date: _____

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

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

Other: _____

General Receipt No.: _____ Date: _____ Amt: _____ Paid To: _____

Date Logged: _____ Semiannual Rate: _____

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

Room Taxes Paid To: _____ Owing: _____

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

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

Seating Capacity: Number Of Seats: _____

City Council Approval Date: _____

APPROVALS:	TENTATIVE		FINAL	
Planning	Date _____	By _____	Date _____	By _____
Fire	Date _____	By _____	Date _____	By _____
License	Date _____	By _____	Date _____	By _____

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.

CLV EXHIBIT A
Page 23 of 83

Received By:

H. Keith Zepher HO 4-23-84
Signature Of Applicant Title Date

Department Of Business Activity Date

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.

Purpose of Application: [Check Appropriate Block(s)]		License No.:	
New Business ☐	Former Name: <u>A - Apollo Health SPA</u>	License No.:	
Change In Name ☒	Former Owner: _____	License No.:	
Change In Ownership ☐	Former Location: _____	License No.:	
Change In Location ☐	Change In Corporate Officer(s): Added ☐ Deleted ☐ All New ☐		
Business Name (DBA): <u>The Las Vegas Connection</u>			
Business Address: <u>2466 Industrial Road L.V. N.V. 89102</u>		Zip: _____	
Mailing Address: <u>SAHE</u>		Zip: _____	
		Business Phone: <u>386-5724</u>	
Parent Business Name: <u>N/A</u>		Est. Date License To Begin: _____	
Type of Business: <u>Hotel / SPA</u>			
Brief Description Of How Business Is To Be Conducted: <u>See current Application ON File</u> <u>Add the following: Social Activities</u>			
Door-To-Door Soliciting: Yes ☐ No ☒		All New Merchandise: Yes ☒ No ☐	
Description Of Above Business Address: <u>See current Application on file</u>			
Storage Required: Yes ☐ No ☒		If yes, where: _____	
Nevada State License(s) No.: _____		Health Permit No.: <u>ON File</u>	
State Sales Tax Permit No.: _____		Applied For: _____	
Other Current Business Licenses: _____			
Ownership Is: (Check One) Sole Proprietor ☒ Partnership ☐ Corporation ☐ Association ☐			
Name: <u>H. Keith Zupnik M.D.</u>	Title: <u>OWNER</u>	Residence: <u>6229 RUSTLING OAKS DRIVE</u>	
	Phone No.: <u>386-5724</u>	Social Security: <u>340-44-4330</u>	Date Of Birth: <u>11-05-50</u>
Name: <u>N/A</u>	Title: _____	Residence: _____	
	Phone No.: _____	Social Security: _____	Date Of Birth: _____
Name: <u>N/A</u>	Title: _____	Residence: _____	
	Phone No.: _____	Social Security: _____	Date Of Birth: _____
Corporate Resident Agent/Local Mgr.: <u>N/A</u>		Business Address: _____	
		Business Phone: _____	
Has owner(s) been arrested: (except minor traffic violations) Yes ☐ No ☒			
If yes, list arrest(s):			
Name:	Date:	Charge:	Disposition:
COMPLETE IF APPLICABLE: <u>N/A</u>			
Coin-Operated Machines: Amusement ☐ # _____ Juke Box ☐ # _____ Cigarette ☐ # _____			
Location Of Machines: _____		Date Placed In Service: _____	

DO NOT WRITE IN THIS BOX

Bond: Type: _____	Amount: _____	Attached: _____	Pending: _____
Insurance: Amount: _____	Policy Attached: _____	Pending: _____	
Insured By: _____	Expiration Date: _____		
Vehicle No.: _____	Date Sticker Issued: _____	Police I.D. No.: _____	
Letter Of Authorization On Premises: Attached: _____	Pending: _____		
Other: _____			
General Receipt No.: _____	Date: _____	Amt: _____	Paid To: _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Date Logged: _____	Semiannual Rate: _____		
If Change Of Ownership/Location: License Fees Paid To: _____	Owing: _____		
Room Taxes Paid To: _____	Owing: _____		
Sewer Cycle No.: _____	Amount: _____	Paid To: _____	Owing: _____
Referral To LVMPD: Date: _____	Plate Card: _____	License: _____	
Seating Capacity: Number Of Seats: _____			
City Council Approval Date: _____			

APPROVALS:	TENTATIVE		FINAL	
Planning	Date _____	By _____	Date _____	By _____
Fire	Date _____	By _____	Date _____	By _____
License	Date _____	By _____	Date _____	By _____

Additional Comments Or Information:

RECEIVED
BUSINESS ACTIVITY
MAY 3 10 03 AM '84

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

CERTIFICATION

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

Received By:

W. Reed 30941 MD 5-1-84
Signature Of Applicant Title Date

Department Of Business Activity Date

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

0035

BUSINESS LICENSE APPLICATION

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

Purpose of Application: (Check Appropriate Block(s))		License No.:	
New Business	☐	License No.:	
Change In Name	☒ Former Name: <u>A - Apollo Health SPA</u>	License No.:	
Change In Ownership	☐ Former Owner: _____	License No.:	
Change In Location	☐ Former Location: _____	License No.:	
Change In Corporate Officer(s):		All New ☐	
Business Name (DBA): <u>LAS VEGAS CONNECTION</u>			
Business Address: <u>2466 Industrial Road L.V. NV 89102</u>		Zip: _____	
Mailing Address: <u>Same</u>		Zip: _____	
		Business Phone: _____	
Parent Business Name: <u>N/A</u>		Est. Date License To Begin: _____	
Type of Business: <u>SPA / Hotel</u>			
Brief Description Of How Business Is To Be Conducted: <u>See Current Application ON File</u>			
Door-To-Door Soliciting:		Yes ☐ No ☒	
All New Merchandise:		Yes ☒ No ☐	
Description Of Above Business Address: <u>See Current Application ON File</u>			
Storage Required:		Yes ☐ No ☒	
If yes, where: _____			
Nevada State License(s) No.: <u>See Current Application</u>		Health Permit No.: _____	
State Sales Tax Permit No.: <u>ON File</u>		Applied For: _____	
Other Current Business Licenses: _____			
Ownership Is: (Check One) Sole Proprietor ☒ Partnership ☐ Corporation ☐ Association ☐			
Name: <u>H. Keith Zupnik M.D.</u>		Title: <u>OWNER</u>	
		Residence: <u>6229 Rutling OAK DR. AGORA HILLS CA 91301</u>	
		Phone No.: <u>396-5724</u>	
		Social Security: <u>340-44-4330</u>	
		Date Of Birth: <u>11-01-50</u>	
Name: <u>N/A</u>		Title: _____	
		Residence: _____	
		Phone No.: _____	
		Social Security: _____	
		Date Of Birth: _____	
Name: <u>N/A</u>		Title: _____	
		Residence: _____	
		Phone No.: _____	
		Social Security: _____	
		Date Of Birth: _____	
Corporate Resident Agent/Local Mgr.: <u>N/A</u>		Business Address: _____	
		Business Phone: _____	
Has owner(s) been arrested: (except minor traffic violations) Yes ☐ No ☒			
If yes, list arrest(s):			
Name:	Date:	Charge:	Disposition:
COMPLETE IF APPLICABLE: <u>N/A</u>			
Coin-Operated Machines: Amusement ☐ # _____ Juke Box ☐ # _____ Cigarette ☐ # _____			
Location Of Machines: _____		Date Placed In Service: _____	

DO NOT WRITE IN THIS BOX

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

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

Insured By: _____ Expiration Date: _____

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

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

Other: _____

General Receipt No.: _____ Date: _____ Amt: _____ Paid To: _____

Date Logged: _____ Semiannual Rate: _____

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

Room Taxes Paid To: _____ Owning: _____

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

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

Seating Capacity: Number Of Seats: _____

City Council Approval Date: _____

APPROVALS:

TENTATIVE

FINAL

Planning

Date

By

Date

By

Fire

Date

By

Date

By

License

Date

By

Date

By

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.

CLV EXHIBIT A
Page 27 of 83

Received By:

Th. Paul Zuppi MD 5-2-84
Signature Of Applicant Title Date

Department Of Business Activity

Date

H. KEITH ZUPNIK, M.D.

2470 Industrial Rd.

Las Vegas, Nevada 89102

386-5749

0037

May 2, 1984

City of Las Vegas
 Department of Business Activity
 P. O. Box 1900 - 400 East Stewart
 Las Vegas, NV 89125

To Whom It May Concern:

I am writing this letter to summarize the activities at the Las Vegas Connection (aka A-Apollo Health Spa), 2466 Industrial Rd., Las Vegas, NV 89102 (Phone 386-5724). I have consistently and promptly sent you format changes as they occurred. At this time, the following is being offered:

- (1) An area which may be utilized as either a
 - (a) "Lounge" for socializing and social activities.
 - (b) "Dance Area" for Aerobics and other forms of dancing.
 - (c) "Seminar area"
- (2) A "Hotel Area" for Patrons of the Spa Only (i.e. slumber rooms) which are rented by the hour.
- (3) Jacuzzi
- (4) Dry Sauna
- (5) Juice Bar with Non-Alcoholic "Oasis Cocktails", soft drinks and juices with appropriate tables and seating areas.

We are planning on having a -

- (6) Boutique, which will sell swimwear and related attire.
- (7) Tanning Booths, (2-3) installed.

The entire facility may only be used by patrons of the Spa.

If it becomes a Membership Club, my intention is that only members will utilize the Spa and Hotel facilities, and an appropriate City Bond will be posted.

This should clarify my intentions and answer all your questions. I have had all my inspections and was verbally approved by your officials and inspectors. I was told I may proceed with my business, which I am. Based on these approvals, much time, effort and money was invested. I would appreciate you sending my licenses as soon as possible, including the license for my medical practice at 2470 Industrial Road.

If you have any further questions, please put them in writing and I will answer all of them in writing, or, you may contact me by phone at my Westlake Village, California medical office (Phone 818-889-5482).

Sincerely,

H. Keith Zupnik M.D.
 H. Keith Zupnik, M.D.

HKZ:rs
 Enc.

INTER-OFFICE MEMORANDUM

May 7, 1984

TO:	FROM:
JERRY J. CAHILL, DIRECTOR DEPARTMENT OF BUSINESS ACTIVITY	RICHARD MCGOUGH, DEPUTY DIRECTOR DEPARTMENT OF BUSINESS ACTIVITY
SUBJECT:	COPIES TO:
A APOLLO HEALTH SPA 2466 INDUSTRIAL ROAD	

On May 1, 1984, I attempted to contact Dr. Zupnik regarding his business license applications by calling the health spa, 386-5724. A lady answered the telephone and said that Dr. Zupnik was not in town. I told her who I was and that I wanted to talk to Dr. Zupnik concerning the business license application on the health spa.

Approximately one hour after I called the health spa, Dr. Zupnik returned my call. I told him that I had a few questions that I wanted to ask concerning his health spa application, and I would appreciate his coming into my office to clarify them. He said that he was in California and did not know when he would be back to Las Vegas; maybe next week. He said that he would be more than happy to answer any questions that I might have over the telephone. I told him that we do not like to discuss this over the telephone; a face-to-face discussion is better. He said that he had no intention of flying to Las Vegas to discuss the application; he would answer any questions I had over the telephone. He said that he was a doctor and very busy. He had patients waiting for him. I told him that I appreciated that, but we were concerned about what was actually being done at the spa. He said that his application clearly said what was going to be done. I told him that the ads that had been appearing in the newspapers concerned us. They seemed to imply more than what was said in the application. He said, "Like what?" I said they had a sexual connotation. He said that was merely advertising hype. He said you have seen the ads for all of the shows in town, and they have a sexual flavor to them; but nothing happens.

I mentioned the fact that he was located next to the Crazy Horse which was definitely sexually oriented and would not that have bearing on his business. He said, "So what, they just happen to be next door. I cannot move my business because they are in the same building."

CLV 7007

A Apollo Health Spa
May 7, 1984
Page 2

I asked about his physician's license which is next door to the spa. I said that the only address that we had on him was a California address, and I wondered how he intended to operate here without a local residence. He said that he might not pursue that license, he was not sure at this time.

I asked about the doctor being on call at the spa; if that was him or did he intend to get someone else. He said that there was no need for a doctor at a health spa, he just happened to be a doctor who was opening a spa.

He said that he intended to run his spa like other spas. He asked whether or not I had been to the new Desert Inn Spa. Of course, I told him no. He said that he was doing the same type of business as the Desert Inn with the exception that he did not have a masseuse/masseur, but that he could give massages if he wanted to because he was a doctor.

I told him that his ads mentioned memberships, and his original application said no memberships. He said that he had subsequently filed for a membership license and was in the process of obtaining a bond. I asked him how many memberships he had sold so far and he said that he had not sold any. He said he would sell no memberships until he was properly licensed.

I asked who else was involved in the ownership of the spa. He said, "Aren't all of my applications filled out with me as the sole proprietor?" I told him that was true but on one occasion there was an individual at the spa who had identified himself as one of the owners. Dr. Zupnik said that he was the sole owner, there was no one else involved. I asked who Mr. Weisman was, and Dr. Zupnik said that he worked for him running errands and such.

Dr. Zupnik said that he had had all of his inspections and was opening for business. I told him that I had his applications in front of me and he had not been approved at this time for a license. I said the fire inspections are only tentative. He said no, that he had already received his final inspections. I reiterated that he did not have a license yet.

On May 3, 1984, we received in the mail another application to change the name of the health spa to "The Las Vegas Connection" and a notation to add to the description of the business "social activities". I called the spa again to try and talk to Dr. Zupnik concerning the latest application. There is another business licensed as The Las Vegas Connection and the term "social activities" would have to be defined better.

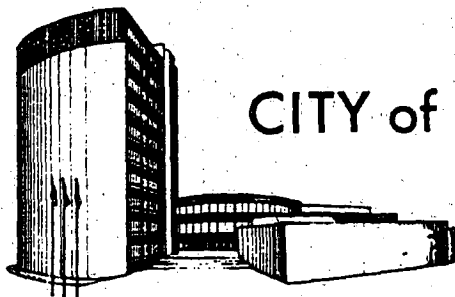
0040

A Apollo Health Spa
May 7, 1984
Page 3

Dr. Zupnik did not return my call, but on May 4, 1984, we received a letter which obviously was prepared after our telephone conversation on the 1st of May. The letter attempted to clarify the concerns I had when I talked to him on the telephone.

RM:vh

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

May 9, 1984

CERTIFIED MAIL

H. Keith Zupnik, M.D.
2470 Industrial Road
Las Vegas, Nevada 89102

Received By: Loa SmithDate: 5-10-84

Witnessed James [unclear]
Michael L. Flynn

Re: A Apollo Health Spa/
Las Vegas Connection

Dear Dr. Zupnik:

Your application for a business license cannot be approved at this time because you have not clarified your intentions concerning all of the activities at the A Apollo Health Spa.

This letter is your official notice that you must cease and desist from doing business as A Apollo Health Spa/Las Vegas Connection in the City of Las Vegas. Failure to comply will result in this Department's pursuing all legal and administrative remedies against you that are available to it.

You were informed by telephone on May 1, 1984, that you had not been approved for a business license on the A Apollo Health Spa because your business application was incomplete in that there were several questions that needed to be clarified, and you were asked to come into my office and clarify them. You declined, saying that you were in California and would not make a special trip just for the interview.

Subsequent to your original applications, one for the health spa and one for your Physicians License, you have filed additional applications. We now have a total of seven applications, which are listed below, with a reason for each:

1. Physicians License
2470 Industrial Road
Dated: March 2, 1984

Reason: General medicine.



CLV-6218

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011

H. Keith Zupnik, M.D.
May 9, 1984
Page 2

2. A Apollo Health Spa
2466 Industrial Road
Dated: February 21, 1984

Reason: Exercise classes, yoga, stress reduction classes, boutique (men and women sportswear), vitamin and nutritional supplements sold; notation on application: no memberships, this will not be a medical practice or clinic.

3. A Apollo Health Spa
Dated: April 2, 1984

Reason: Amend original application to include the following:

1. Overnight stay not to exceed two days. A Apollo Health Spa has facilities that may be used for overnight stay by patrons of the health spa for supervision of their health program.
2. Seminars - space will be leased for use of having seminars. A Apollo Health Spa will pay all persons conducting seminars (health related).

4. A Apollo Health Spa
Dated: April 23, 1984

Reason: Amend original application to add the following: exercise equipment (weight machines), sell juices, soft drinks, and other non-alcoholic beverages.

5. A Apollo Health Spa
Dated: April 23, 1984

Reason: Amend original application to include membership club (bond approval pending).

6. The Las Vegas Connection
Dated: May 1, 1984

Reason: Change name of the business from A Apollo Health Spa to The Las Vegas Connection and to add in the description of business, "social activities".

H. Keith Zupnik, M.D.
May 9, 1984
Page 3

7. Las Vegas Connection
Dated: May 2, 1984

Reason: Filed as a change in name from A Apollo Health Spa to Las Vegas Connection, apparently dropping the "The" from the previous application.

There is currently another business in Las Vegas already licensed as the Las Vegas Connection which would preclude you from using that name for your business.

We have formulated the following questions which need to be specifically answered before we can take further action on your pending applications:

1. Do you intend to conduct your medical practice from 2470 Industrial Road? You will need a local address for residence.
2. Please explain specifically the type of seminars you are referring to in your application. Who will conduct these seminars?
3. You advertise as a spa/hotel. What type of "hotel" accommodations do you have? Describe the rooms (i.e., size, furnishings, number of rooms, etc.)
4. What type of exercise equipment do you plan to provide? Please describe specifically.
5. Your application states non-alcoholic beverages will be sold. Will you allow alcoholic beverages to be brought on the premises by a patron?
6. An application was received on April 25, 1984, for a membership club, yet in the letter dated May 2, 1984, you state, "If it becomes a membership club..." Are you or are you not going to operate a membership club?
7. Why was the name changed from A Apollo Health Spa to the Las Vegas Connection?
8. Please describe what social activities you are referring to as stated in your application received May 3, 1984. (Be specific.)
9. What will your hours of operation be at the facility? What days of the week will you be open?

H. Keith Zupnik, M.D.
May 9, 1984
Page 4

10. What will you charge for singles? For couples?
11. Will the "hotel" rooms be an additional charge? If so, what will the cost be? You will need to file for a Convention Hall Room Tax Account Number for collection of room taxes.
12. Will you be active (daily) in the management of the operation? Will you physically be on the premises during all hours that the facility will be open? If not, name the individual(s) who will assume the responsibilities as manager, their social security number, date of birth, and the hours they will manage the facility.
13. An early copy of your ad for A Apollo Health Spa refers to massages. Do you plan to offer massages at the facility? If so, who will perform the massages? Will additional costs be charged?
14. Will there be any physical contact allowed between patrons and employees of the facility?
15. Will there be any nudity allowed on the premises?
16. Will there be any co-ed shower facilities?
17. Will you please explain in detail your relationship or association with Terry Gordon, and his role (active or non-active) he will maintain in the operations of the business?

In addition, will you please submit a copy of the lease for the facility, and also a layout or floor plan (blueprint) of the premises.

Sincerely,


Jerry J. Cahill, Director
Department of Business Activity

JJC:vh

cc: Las Vegas Metropolitan Police Department
Special Investigations Bureau

BUSINESS LICENSE APPLICATION

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

Purpose of Application: (Check Appropriate Block(s))		License No.:
New Business ☐		License No.:
Change In Name ☒ Former Name: <u>LAS VEGAS CONNECTION</u>		License No.:
Change In Ownership ☐ Former Owner: _____		License No.:
Change In Location ☐ Former Location: _____		
Change In Corporate Officer(s):	Added ☐ Deleted ☐ All New ☐	
Business Name (DBA): <u>LAS VEGAS CONNECTION - A Private Place</u>		
Business Address: <u>2466 INDUSTRIAL ROAD L.V. NV 89102</u>		Zip: _____
Mailing Address: <u>Same</u>		Zip: _____
		Business Phone: <u>386-5724</u>
Parent Business Name: <u>N/A</u>		Est. Date License To Begin: <u>See Current Application ON File</u>
Type of Business: <u>SPA - HOTEL</u>		
Brief Description Of How Business Is To Be Conducted: <u>See Current Application ON file</u>		
Door-To-Door Soliciting: Yes ☐ No ☒		
All New Merchandise: Yes ☒ No ☐		
Description Of Above Business Address: <u>See Current Application ON file</u>		
Storage Required: Yes ☐ No ☒		
If yes, where: _____		
Nevada State License(s) No.: <u>See Current Application</u>		Health Permit No.: <u>See Current</u>
State Sales Tax Permit No.: <u>ON file</u>		Applied For: <u>NUMBER</u>
Other Current Business Licenses: _____		
Ownership Is: (Check One) Sole Proprietor ☒ Partnership ☐ Corporation ☐ Association ☐		
Name: <u>H. Keith ZUPNIK M.D.</u>	Title: <u>OWNER</u>	Residence: <u>6229 RUTLAND DR. APOWING HILL CA 91301</u>
	Phone No.: <u>386-5724</u>	Social Security: <u>340-48-4377</u>
		Date Of Birth: <u>11-05-50</u>
Name: <u>N/A</u>	Title: _____	Residence: _____
	Phone No.: _____	Social Security: _____
		Date Of Birth: _____
Name: <u>N/A</u>	Title: _____	Residence: _____
	Phone No.: _____	Social Security: _____
		Date Of Birth: _____
Corporate Resident Agent/Local Mgr.: <u>N/A</u>	Business Address: _____	Business Phone: _____

Has owner(s) been arrested: (except minor traffic violations)

Yes ☐No ☒

If yes, list arrest(s):

Name:	Date:	Charge:	Location:	Disposition:

COMPLETE IF APPLICABLE:

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

Location Of Machines: _____ Date Placed In Service: _____

DO NOT WRITE IN THIS BOX

Bond: Type: _____	Amount: _____	Attached: _____	Pending: _____
Insurance: Amount: _____	Policy Attached: _____	Pending: _____	
Insured By: _____	Expiration Date: _____		
Vehicle No.: _____	Date Sticker Issued: _____	Police I.D. No.: _____	
Letter Of Authorization On Premises: Attached: _____	Pending: _____		
Other: _____			
General Receipt No.: _____	Date: _____	Amt: _____	Paid To: _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Date Logged: _____	Semiannual Rate: _____		
If Change Of Ownership/Location: License Fees Paid To: _____	Owing: _____		
Room Taxes Paid To: _____	Owing: _____		
Sewer Cycle No.: _____	Amount: _____	Paid To: _____	Owing: _____
Referral To LVMPD: Date: _____	Plate Card: _____	License: _____	
Seating Capacity: Number Of Seats: _____			
City Council Approval Date: _____			
APPROVALS:			
	TENTATIVE		FINAL
Planning	Date _____	By _____	Date _____
Fire	Date _____	By _____	Date _____
License	Date _____	By _____	Date _____

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.

Received By:

Signature Of Applicant: H. Keith Ziegler Title: Assistant Date: May 21 1984
 Department Of Business Activity: _____ Date: _____

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

0047

BUSINESS LICENSE APPLICATION

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

Purpose of Application: (Check Appropriate Block(s))		License No.:
New Business ☐	Update Current Application (See below)	License No.:
Change In Name ☐	Former Name:	License No.:
Change In Ownership ☐	Former Owner:	License No.:
Change In Location ☐	Former Location:	
Change In Corporate Officer(s):		
Added ☐		Deleted ☐
		All New ☐

Business Name (DBA):

LAS VEGAS CONNECTION - A Private Place

Business Address:

2466 Industrial Road L.V. NV 89102

Zip:

Mailing Address:

SAME

Zip:

Business Phone:

386-5724

Parent Business Name:

N/A

Est. Date License To Begin:

See Current Application
ON F.I.C.

Type of Business:

SPA - Hotel

Brief Description Of How Business Is To Be Conducted:

Update Current Application to ADD the Following
Social Activities: defined as couples and singles gathering
to meet other couples and singles in our facility for the following purpose
Use of Group Jacuzzi, Group Sauna, Juice Bar, Dance Area, Lounge area

Door-To-Door Soliciting:

Yes ☐No ☒

All New Merchandise:

Yes ☒No ☐

(See reverse side)

Description Of Above Business Address:

See Current Application ON File

Storage Required:

Yes ☐No ☒

If yes, where:

Nevada State License(s) No.:

See Current Application

Health Permit No.:

See Current

State Sales Tax Permit No.:

ON F.I.C.

Applied For:

N/A ON F.I.C.

Other Current Business Licenses:

Ownership Is: (Check One)

Sole Proprietor ☒Partnership ☐Corporation ☐Association ☐

Name:

H. Keith Zurnik M.D.

Title:

OWNER

Residence:

6229 Rustling Oaks Dr.

Agua Caliente Hills CA 91301

Phone No.:

386-5724

Social Security:

340-44-4330

Date Of Birth:

11-05-50

Name:

N/A

Title:

Residence:

Phone No.:

Social Security:

Date Of Birth:

Name:

N/A

Title:

Residence:

Phone No.:

Social Security:

Date Of Birth:

Corporate Resident Agent/Local Mgr.:

N/A

Business Address:

Business Phone:

Has owner(s) been arrested: (except minor traffic violations)

Yes ☐No ☒

If yes, list arrest(s):

Name:	Date:	Charge:	Location:	Disposition:

COMPLETE IF APPLICABLE:

Coin-Operated Machines:

Amusement ☐

#

Juke Box ☐

#

Cigarette ☐

#

Location Of Machines:

Date Placed In Service:

DO NOT WRITE IN THIS BOX

Bond: Type: _____	Amount: _____	Attached: _____	Pending: _____
Insurance: Amount: _____	Policy Attached: _____	Pending: _____	
Insured By: _____	Expiration Date: _____		
Vehicle No.: _____	Date Sticker Issued: _____	Police I.D. No.: _____	
Letter Of Authorization On Premises: Attached: _____	Pending: _____		
Other: _____			
General Receipt No.: _____	Date: _____	Amt: _____	Paid To: _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Date Logged: _____	Semiannual Rate: _____		
If Change Of Ownership/Location: License Fees Paid To: _____	Owing: _____		
Room Taxes Paid To: _____	Owing: _____		
Sewer Cycle No.: _____	Amount: _____	Paid To: _____	Owing: _____
Referral To LVMPD: Date: _____	Plate Card: _____	License: _____	
Seating Capacity: Number Of Seats: _____			
City Council Approval Date: _____			

APPROVALS:	TENTATIVE		FINAL	
Planning	Date _____	By _____	Date _____	By _____
Fire	Date _____	By _____	Date _____	By _____
License	Date _____	By _____	Date _____	By _____

Additional Comments Or Information: (CONT. FROM OTHER SIDE:)

Separate Male and female Locker rooms, Showers, and restrooms,
 Private Suites available through our hotel facility, free use of
 Linen Service, Purchasing of Swimwear available. Proper attire
 will be worn at all times in all appropriate areas.
 This facility will be referred to as a "Private Place,"
 although NO Membership fees or dues will be required
 our patrons will be charged each time they use the facility.

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

CERTIFICATION:

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

Received By: _____
 68.11.91 1 01 AM
 H. Kirk Zappala M.D. 5-9-84 MSNB
 Signature Of Applicant Title Date Department Of Business Activity Date

30035019284 840509 891000 *10*00

CITY OF LAS VEGAS

MONEY ORDER

UNITED STATES POSTAL SERVICE
U.S. MAIL

PAY TO: DEPT. OF BUSINESS ACTIVITY
STREET: P.O. Box 1900 - 400 E. Stewart
CITY: LAS VEGAS NV. 89125
FROM: H. Keith Zupnik M.D.
STREET: 2566 Industrial Road
CITY: LAS VEGAS NV. 89102

POSTAGE: 3.85

USA 20c

500000002041

H. Keith Zupnik M.D.
2566 Industrial Rd.
L.V. NV. 89102



**RETURN RECEIPT
REQUESTED**

REGISTERED MAIL

R 167 791 055

CITY OF LAS VEGAS
Dept. of Business Activity
P.O. Box 1900 - 400 E. Stewart
L.V. NV. 89125

CITY OF LAS VEGAS

Date

0050

INTER-OFFICE MEMORANDUM

May 14, 1984

TO:	FROM:
MARJORIE HETHER, CHIEF PRIVILEGE LICENSE DIVISION <i>mmh</i>	<i>JD</i> JIM DIFIORE LICENSE INVESTIGATOR
SUBJECT:	COPIES TO:
A APOLLO HEALTH SPA DBA LAS VEGAS CONNECTION	

1. On May 11, 1984, this investigator interviewed Dave Dubler, Sales Manager, of Digital of Las Vegas. Investigation had revealed that A Apollo Health Spa had contracted with Digital of Las Vegas for installation of telephone lines.

Mr. Dubler stated that on or about April 16, 1984, Murray Weisman contacted Digital of Las Vegas to receive a bid on the work to be conducted at 2466 Industrial; installation of two telephone lines at that location. On this day, Mr. Dubler went to the location to observe the facility and get a rough idea of what was to be done. He met with Murray Weisman and another white male adult, medium build, and short black curly hair with a black beard. This male was not identified by name, but was referred to by Weisman as one of the "owners". This male was later identified by Dubler as Terry Gordon per LVMPD photos obtained from ID Lab as shown by this investigator. Gordon gave Dubler the impression that he was calling the shots. On this day, a contract was typed up and signed for services requested by Dr. Keith Zupnik. The following day Dubler went back out to 2466 Industrial with another salesman, Dave Hershfeld. On this visit, Gordon and Weisman did most of the talking and appeared to Dubler and Hershfeld to be running the operation (Hershfeld also identified Gordon per LVMPD photos). A check of \$100 was collected by Dubler for installing an additional line on the premises. The check (see attached) was issued by Las Vegas Health Retreat and made payable to Centel.

While awaiting the check, Weisman and Gordon were deliberating the issuance; Dubler asked why Gordon could not sign the check if he was one of the owners. Weisman's reply was that the Doctor (Zupnik) had to sign all checks.

Dubler observed remodeling of the premises. Because the walls being constructed required conduit, Dubler stated he

CLV 7007

A Apollo Health
May 14, 1984
Page 2

could not install the cable for telephone service unless conduit was installed by a contractor. Weisman asked Dubler to have the cable line laid and he would get someone else to install it in the wall. Dubler stated he would not transact business that way. The agreement was cancelled by Dubler. Another hurdle in the agreement eventually leading to the cancellation was that Weisman and Gordon wanted the work to start immediately, however, Dubler was wanting to wait for Dr. Zupnik to be approved for financing through Advantage Leasing.

Thereafter, contact with A Apollo Health Spa terminated.
(See attachments).

JD:vh

DIGITEL

OF LAS VEGAS

PROPOSED AGREEMENT FOR:

April 16, 1984

APOLLO HEALTH SPA
2466 Industrial Road
Las Vegas, Nevada

We are pleased to offer the following proposed Agreement for consideration of APOLLO HEALTH SPA (hereinafter referred to as "Purchaser"). This offering is in effect for 30 days, and this agreement is subject to acceptance by DIGITEL OF LAS VEGAS.

SYSTEM TYPE: 1A2 Key System. Equipment and features provided are described in attached Equipment Summary.

DIRECT PURCHASE

Equipment.....	\$ 1,309.77
Sales Tax	75.31
Labor.....	408.03
Total Purchase Price.....	\$ 1,793.11
Down Payment (25%).....	448.28
Balance Due Upon Completion	\$ 1,344.83

Leasing Information: 36 months at \$75.31 per month with Advantage Leasing; requires first and last two payments in advance (\$225.93)

First year's maintenance is included in the above equipment prices. Maintenance coverage commences on the date of installation completion, which has been certified by a representative of DIGITEL OF LAS VEGAS.

Performance Interval, After Acceptance of Order, 5 Days, installed at 2466 Industrial Road, Las Vegas, Nevada.

The Purchaser agrees to buy the Communication System outlined on attached Equipment Summary from DIGITEL OF LAS VEGAS as direct purchase, in accordance with the terms and conditions of this agreement, including Warranty, Full Service Plan, Equipment Summary, Direct Purchase Agreement and General Terms and Conditions, attached.

Page 1 of 6

3871 S. VALLEY VIEW, SUITE 14 • LAS VEGAS, NEVADA 89103 • (702) 362-1133

Contractor's License #002038

PROPOSED AGREEMENT FOR APOLLO HEALTH SPA
DATED: April 16, 1984

WARRANTY

Seller warrants that the goods sold hereunder will be free from defects in material and workmanship; that such good title thereto is conveyed to Purchaser. The FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY. This warranty does not extend to damage to goods resulting from extraneous causes attributable to the Seller, including, without limitation, damage reused in whole or in part by improper storage, misuse, neglect, or abuse, or unauthorized alteration or repair.

Seller warrants that any software programs provided with the System are operable for performing the functions required to implement the System features set forth in the Equipment Summary.

This Warranty shall be voided, both as to any software programs and as to any goods used in connection therewith, if any software program is modified or changed other than by or at the direction of Seller, or used to implement other than the System features set forth in the Equipment Summary.

Purchaser's exclusive remedies for breach of all warranties pertaining to the goods and/or any software programs shall be limited to the repair or replacement, at Seller's option, of any defective part thereof; provided, however, that Seller shall have received from Purchaser written notice of such defect, specifying the nature thereof, within the period of one calendar year after installation, provided Seller installs equipment. If Seller so directs, Purchaser shall return parts claimed to be defective to Seller for repair or replacement.

In no event shall Seller be liable for special or consequential damages, nor shall any recovery of any kind against Seller be greater in amount than the purchase price of the specific material sold.

FULL SERVICE PLAN

Under Seller's Full Service Plan, maintenance is available Monday through Friday from 8:00 A.M. to 4:30 P.M. Emergency Service is available 7 days a week, 24-hours a day.

Customer training is provided prior to, or immediately following, system cutover. It includes the training of your operator in the use and features of the operator's console, as well as a familiarization program for your management and supervisory personnel in the features, capabilities and special services available with their new communication system.

Page 2 of 6

EQUIPMENT SUMMARY

1A2 Key System

Quantity	Description
1	5 Line Key Service Unit
1	Power Supply
1	10 Code Auto Dial Intercom
3	400 Type Line Relay Cards
5	Comdial Maxplus K-6 Touch Tone Telephones

END

Page 3 of 6

DIGITEL OF LAS VEGAS

Central Telephone Company
Marketing Department
125 Las Vegas Boulevard South
Las Vegas, Nevada 89101

Gentlemen:

The undersigned hereby authorizes Digitel of Las Vegas, Inc., to act as agent to coordinate the installation of a privately owned telephone system. This will also authorize Digitel of Las Vegas, Inc. to conduct all negotiations for service now and in the future. The approximate scheduled cutover date will be 4/19/84.

Digitel of Las Vegas, Inc. will coordinate with Central Telephone Company a minimum of two weeks prior to scheduled cutover date.

FIRM: APOLLO HEALTH SPA
ADDRESS: 2466 INDUSTRIAL ROAD
CITY/STATE: LAS VEGAS, NV. 89109
TELEPHONE NUMBER: 386-5724
AUTHORIZED SIGNATURE: H. Keith Zupnik
TITLE: President
DATE: 4/17/84

NOTARY:

Carol L. Morgan

Clark County, Nevada

Date: 4-17-84



CAROL L. MORGAN
Notary Public - State of Nevada
COUNTY OF CLARK
My Appointment Expires:
April 22, 1987

Centel hereby acknowledges receipt of this authorization:

RECEIVED BY: _____ DATE: _____

LAS VEGAS HEALTH RETREAT 3/84
2466 S. INDUSTRIAL RD.
LAS VEGAS, NEVADA 89102

1001
94-72/1224

4-17 1984

Pay to the order of Conall \$ 100.00

One Hundred and 00/100 Dollars

 Valley Bank
P. O. BOX 15427 • LAS VEGAS, NEVADA 89116

H. Keith Jones

⑈00100⑈ ⑆122400724⑆ 15009094⑈

0057

PROPOSED AGREEMENT FOR: APOLLO HEALTH SPA
DATED: April 16, 1984

AGREED AND ACCEPTED TO THIS 17th DAY OF April, 1984.

APOLLO HEALTH SPA

By: Dr. Keith Zupnik
DR. KEITH ZUPNIK, President

AGREED AND ACCEPTED THIS 17 DAY OF April, 1984
DIGITEL OF LAS VEGAS, INC.

X
HAROLD R. MORGAN
President

X
Sales Representative

David M. Dalk
Sales Manager

Page 6 of 6

2470 Industrial Road
Las Vegas, NV 89102
May 16, 1984

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

Re: A Apollo Health Spa/Las Vegas Connection

Dear Mr. Cahill:

In response to your letter of May 9, 1984, please be advised that I had already been given verbal approval of my spa and medical practice licenses in person, to me personally, at and by your Department personnel. I responded to your Department's telephone call on May 1, 1984, both with a twenty minute conversation with Dick McGough (your representative) and with my letter dated May 2, 1984, which you received registered mail and receipt of which you acknowledged in Question 6 of your letter dated May 9, 1984.

I hope that by revealing my ethnic background on your "personal history questionnaire" (which your department insisted I complete) on which I stated I was Jewish has nothing to do with your objection of my business.

I have complied by answering all of your seventeen questions and am forwarding a copy of my lease and blueprint. Upon your receipt of this letter of clarification and based upon my original verbal approval, I am resuming my business immediately. I anticipate receiving the written copies of my spa/hotel and medical practice business licenses as soon as possible. If not, I will continue to pursue all legal remedies available.

ANSWER TO QUESTIONS:

1. I intend on establishing a medical practice at 2470 Industrial Road at this time. I intend on hiring other doctors to run the practice who have local residences.

Jerry J. Cahill, Director
Page 2
May 16, 1984

2. Seminars, on any topic, given by myself or one who is licensed to give such seminars in the City of Las Vegas. If this is in violation of any city code or ordinance, seminars will be omitted from my protocol.

3. In the past, at times, my business was also referred to as a "hotel". I adopted this term from the Department of Business Activity, as they informed me if rooms were to be rented, I required a "hotel" license for which I submitted an application. My rooms are actually "slumber rooms" which are rented by the hour. They are only available to patrons utilizing the spa facilities. I have 10 rooms 5'x7', one room 14'x10', one room 7'x11' and one room 15'x10-1/2'. The smaller rooms have a bed, pillow and appropriate linen. The larger rooms have the same, and in addition, other basic appropriate furnishings. Will be provided at a later date.

4. At the present time, I do not intend on having exercise equipment. If I decide to at a later date, you will be notified.

5. Alcohol will not be allowed on the premises.

6. It is my intention to eventually operate a membership club but only after obtaining the appropriate bond and licenses.

7. The name Apollo Health Spa was formerly known as a business exclusive for male homosexuals and upon my re-opening of this facility, their former members were returning. I have no intention of running a business exclusive for male homosexuals and had to change the business name.

8. Social activities are defined as group jacuzzi, group sauna, dancing, conversation in lounge areas, games (i.e., Monopoly, Scrabble, etc.)

9. At this time our hours will be 7 p.m. until dawn, 7 days a week. Hours and days of operation are subject to change according to business productivity.

10. Charges for singles and couples are subject to change according to business productivity.

11. "Hotel rooms" (i.e., slumber rooms) will rent for \$10.00 per hour or less. The convention hall room tax account will be applied for.

0060

Jerry J. Cahill, Director
Page 3
May 16, 1984

12. I am presently searching for appropriate staff. Upon hiring, I will submit their names, social security numbers, dates of birth and their working hours. I may at times be active in the management of the operation.

13. At this time, no massages will be offered.

14. No physical contact between patrons and employees is allowed on the premises.

15. No nudity is allowed on the premises.

16. Lockers, rooms, showers, and restroom facilities are separate for men and women.

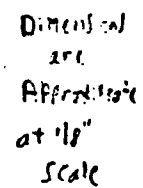
17. Terry Gordon is my first cousin. I am the sole proprietor of this business. I make all the decisions in the operations of the business.

Yours very truly,

H. Keith Zupnik MD

H. Keith Zupnik, M.D.

hkz:df
Enclosure



LEASE

THIS LEASE, made and entered into this 23RD day of FEBRUARY, 1984 by and between

SCHIFF PROPERTIES

and DR. H. KEITH ZUPNIK
hereinafter respectively referred to as Landlord and Tenant without regard to number or gender.

WITNESSETH

1. DEMISED PREMISES. The demised premises are situated at
2466-68-70 INDUSTRIAL ROAD, LAS VEGAS, NEVADA 89102
and comprise 6000 SQUART FEET.

2. USE. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the demised premises for the purpose of conducting thereon

HEALTH SPA

3. TERM. The term of this lease shall be FIVE years. The term and Tenant's obligation to pay rent shall commence on MARCH 1, 1984

4a. RENTAL. Tenant shall pay to the Landlord as minimum monthly rental for the demised premises the sum of ** SEE BELOW ** per month, in advance on the 1st day of each month in lawful money of The United States without deduction or offset at such address as shall be supplied by the Landlord. Any rent not received within ten (10) days of the due date will be subject to a 10% penalty charge.

4b. COST OF LIVING ADJUSTMENT.

RENTAL FROM MARCH 1, 1984 THUR JULY 31, 1984 SHALL BE \$1,800.00 PER MONTH.
RENTAL FROM AUGUST 1, 1984 THUR JULY 31, 1985 SHALL BE \$1,890.00 PER MONTH.
RENTAL FROM AUGUST 1, 1985 THUR JULY 31, 1986 SHALL BE \$1,980.00 PER MONTH.
RENTAL FROM AUGUST 1, 1986 THUR JULY 31, 1987 SHALL BE \$2,070.00 PER MONTH.
RENTAL FROM AUGUST 1, 1987 THUR JULY 31, 1988 SHALL BE \$2,160.00 PER MONTH.
RENTAL FROM AUGUST 1, 1988 THUR JULY 31, 1989 SHALL BE \$2,250.00 PER MONTH.

THE TENANT SHALL HAVE TWO (2) FIVE (5) OPTIONS, RENTAL SHALL BE AS FOLLOWS:

SIXTH YEAR RENTAL SHALL BE \$2,340.00 PER MONTH.
SEVENTH YEAR RENTAL SHALL BE \$2,430.00 PER MONTH.
EIGHTH YEAR RENTAL SHALL BE \$2,520.00 PER MONTH.
NINTH YEAR RENTAL SHALL BE \$2,610.00 PER MONTH.
TENTH YEAR RENTAL SHALL BE \$2,700.00 PER MONTH.
ELVENTH YEAR RENTAL SHALL BE \$2,790.00 PER MONTH.
TWELFTH YEAR RENTAL SHALL BE \$2,880.00 PER MONTH.
THIRTEENTH YEAR RENTAL SHALL BE \$2,970.00 PER MONTH.
FOURTEENTH YEAR RENTAL SHALL BE \$3,060.00 PER MONTH.
FIFTEENTH YEAR RENTAL SHALL BE \$3,150.00 PER MONTH.

If this cost-of-living provision conflicts with regulations or judicial findings if the State of Nevada, then rent shall be adjusted annually at the option of the Landlord. If the government stops publishing The Wholesale Commodity Index, Landlord may select a comparable index to be used.

4c. **NET RENT PROVISION.** In addition to the rent heretofore set forth, tenant agrees to pay all other costs, expenses and obligations of any kind relating to the leased property including, but not limited to, real estate and personal property taxes, assessments and all other government levies, water, sewer and other utility charges, insurance and repairs, it being the intention of the parties that the rent hereinabove specified shall be net to the landlord and that all costs and obligations relating to the leased property which may arise or become due during the term of this lease shall be paid by the tenant, and that landlord shall be indemnified by the tenant against such costs and obligations.

Tenant shall promptly pay all of said expenses and charges directly as they become due without notice by Landlord except in the case of real estate taxes and assessments. In the case of taxes, Landlord shall notify Tenant of the amount thereof when the same shall become due and Tenant shall within 15 days after said notification pay the same to Landlord. Tenant's failure to pay such amounts and all damages, costs and expenses which Landlord may incur by reason of any default of Tenant or failure in the Tenant's to comply hereof shall be deemed to be additional rent and, in the event of non-payment by the Tenant, Landlord shall have all the rights and remedies with respect thereto as Landlord has for the non-payment of basic rent.

5. **ARBITRATION.** In case of a dispute between the parties hereof, the same shall be settled by arbitration in accordance with established arbitration practice. In the event arbitrators are not selected and empowered to act within thirty (30) days after either party has requested it by written notice, either party may cause arbitration to be enforced in accordance with the provisions of Chapter 38 of the Nevada Revised Statutes, commonly known as the "Uniform Arbitration Act", as then existing at the time of such arbitration.

6. **ROOF.** Tenant shall notify Landlord about work done to air conditioning or other equipment on the roof of premises and shall not permit unauthorized persons access there to.

7. **GENERAL.** As and for a specific consideration for the granting of this lease, it is agreed that:

- (a) During all hours of operation while the premises shall be open for business, an attendant over 21 years of age will be continuously present at all such times;
- (b) Tenant will clean the fences area adjacent to the leased premises and maintain the same in such condition during the term of this lease; further, Tenant agrees to keep this said fenced area locked at all times;
- (c) Tenant agrees to clean daily around the doorway of the premises, both inside and outside, and shall from time to time when required, clean windows and floors;
- (d) Tenant agrees to place no coin operated device on the premises with the exception of a change making device and a soft drink vending machine.

8. **PARKING AND COMMON FACILITIES.** Landlord covenants that the common and parking areas shall be available for the non-exclusive use of tenant, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas. This lease shall be subordinate to any agreement existing as of the date of this lease or subsequently placed upon the real property of which the demised premises are a part, which agreement provides for reciprocal easements and restrictions pertaining to the common and parking areas, and in the event of conflict between the provisions of such agreement and this lease, the provisions of said agreement shall prevail.

A. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said common and parking areas during the entire term of this lease, or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking, provided however Tenant and Tenant's employees shall park their automobiles in those areas designated for employee parking, or at Landlord's written request shall park their automobiles outside of the shopping center.

B. The Tenant, in the use of said common and parking areas, agrees to comply with all reasonable rules and regulations that the Landlord may adopt from time to time for the orderly and proper operation of the parking and common areas.

9. **USES PROHIBITED.** Tenant shall not use, or permit said premises, or any part thereof, to be used for any purpose other than the purpose or purposes for which said premises are hereby leased; and no use shall be made or permitted to be made of said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by

standard form of fire insurance policies. Tenant shall, at his sole cost, comply with any and all requirements, pertaining to the use of said premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances. In the event Tenant's use of the premises, as recited in Article I hereof, results in a rate increase for the building of which the demised premises are a part, Tenant shall pay annually on the anniversary date of this lease, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

10. **ALTERATIONS AND FIXTURES.** Tenant shall not make or suffer to be made, any alterations of the demised premises, or any part thereof, without the prior written consent of Landlord, and any additions to, or alterations of, said premises, except movable furniture and trade fixtures, shall become at once a part of the realty. Any such alterations shall be in conformance with the requirements of all municipal, state and federal authorities.

Tenant agrees to promptly fixturate the store in a manner comparable to a store of similar nature.

11. **MAINTENANCE AND REPAIR.** Tenant shall, subject to Landlord's obligations hereinafter provided, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the demised premises in good and sanitary order and condition (except as hereinafter provided) including without limitation, the maintenance and repair of any store front, doors, window casements, glazing, heating and air conditioning system (if any), plumbing, pipes, electrical wiring and conduits and the portion of the six foot sidewalk in front of, and the thirty foot, more or less, paved area in the rear of, the demised premises. Tenant shall also at its sole cost and expense be responsible for any alterations or improvements to the demised premises necessitated as a result of the requirement of any municipal, state or federal authority. Tenant hereby waives all right to make repairs at the expense of Landlord. By entering into the demised premises Tenant shall be deemed to have accepted the demised premises as being in good and sanitary order, condition and repair and Tenant agrees on the last day of said term or sooner termination of this lease to surrender the demised premises with appurtenances, in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the sidewalks adjacent to the demised premises, as needed. In addition Tenant shall:

A. Store or stock in the demised premises only such goods, wares and merchandise as are reasonably required to keep Tenant's store adequately stocked for retail sales in, at, or from the demised premises, and not use any portion of the premises for storage or warehouse purposes beyond such needs;

B. Use for office, clerical or other non-selling purposes only such space in the demised premises as is from time to time reasonably required for Tenant's business therein;

C. Store all trash and garbage within the demised premises in containers so located as to not create or permit any health or fire hazard and arrange for the regular removal thereof to such containers and receptacles located in such premises as Landlord shall direct. No refuse, debris, waste or garbage shall be allowed to accumulate in any open area appurtenant to the demised premises.

D. Refrain from burning any papers, trash or garbage of any kind in or about the demised premises;

E. Refrain from overloading any floor in the demised premises;

F. Refrain from using or permitting the use of any portion of the demised premises as living quarters, sleeping apartment, lodging rooms, or for any unlawful purpose;

G. Refrain from keeping or displaying any merchandise or other object on or otherwise obstructing any sidewalks, walkways or areaways;

H. Refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the demised premises;

I. Refrain from distributing any handbills or other advertising matter on or about the sidewalks, streets, passageways or common area within or surrounding the commercial center.

J. Refrain from using or permitting the sidewalk adjacent to the demised premises to be used for any vending machine, amusement device, scale, newsstand, cigar stand, sidewalk shop or other business, occupancy, or undertaking.

K. Refrain from parking, operating, loading or unloading any truck or other delivery vehicle on any part of the business center other than that portion thereof from time to time designated by Landlord;

L. Refrain from using the plumbing facilities for any other purpose other than that for which they were constructed or disposing of any damaging or injurious substance therein.

Landlord shall, as herein provided, maintain in good repair the exterior sidewalks but shall not be required to make any repairs to said areas unless and until Tenant has notified Landlord in writing of the need for such repairs Landlord shall have reasonable time to commence and complete.

12. **COMPLIANCE WITH LAWS.** Tenant shall, at his sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force

pertaining to the use of said premises, and shall faithfully observe in said use all municipal ordinances and state and federal statutes now in force or which shall hereinafter be in force. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

Tenant shall not commit, or suffer to be committed, any waste upon the demised 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.

13. **INSURANCE.** Landlord shall maintain fire and extended coverage insurance throughout the term of this lease in an amount equal to at least ninety (90%) percent of the replacement value of the building which includes the demised premises, together with such other insurance as may be required by Landlord's lender or by any governmental agency. Tenant hereby waives any right of recovery from Landlord, its officers and employees, and Landlord hereby waives any right of recovery from Tenant, its officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement. Tenant agrees to pay to Landlord its prorata share of the cost of said insurance to be determined by the relationship that the gross floor area of the demised premises bears to the total gross floor area of the building or buildings for which such policy relates.

14. **INDEMNIFICATION OF LANDLORD - LIABILITY INSURANCE BY TENANT.** Tenant, as a material part of the consideration to be rendered to Landlord under this lease, hereby waives all claims against Landlord for damage to goods, wares and merchandise, in, upon or about said premises and for injuries to persons in or about said premises, from any causes arising at any time, and Tenant will hold Landlord exempt and harmless from any damage or injury to any person, or the goods, wares, and merchandise of any person, arising from the use of the premises by Tenant, or from the failure of Tenant to keep the premises in good condition and repair, as herein provided.

During the entire term of this lease, the Tenant shall, at the Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, maintain general public liability insurance against claims for personal injury, death or property damage occurring in, upon or about the demised premises and on any sidewalks directly adjacent to the demised premises. The limitation of liability of such insurance shall be not less than One Hundred Thousand and No/100 (\$100,000.00) Dollars in respect to injury or death of one person and to the limit of not less than Three Hundred Thousand and No/100 (\$300,000.00) Dollars in respect to any one accident and to the limit of not less than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in respect to property damage. All such policies of insurance shall be issued in the name of Tenant and Landlord and for the mutual and joint benefit and protection of the parties, and such policies of insurance or copies thereof shall be delivered to the Landlord.

15. **FREE FROM LIENS.** Tenant shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

16. **ABANDONMENT.** Tenant shall not vacate or abandon the demised premises at any time during the term of this lease; and if Tenant shall abandon, vacate or surrender the demised premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the demised premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be mortgaged to Landlord.

17. **SIGNS AND AUCTIONS.** Tenant shall not place or permit to be placed any sign upon the exterior or in the windows of the demised premises without Landlord's prior written consent, nor shall Tenant change the color or exterior appearance of the demised premises without Landlord's prior written consent. Landlord will provide to Tenant an approved sign criteria drawing, which shall be submitted to Landlord for Landlord's written approval. Tenant agrees to install a sign in accordance with the approved sign construction drawing within thirty (30) days after the commencement of the term of this lease.

Tenant shall not without Landlord's prior written consent display or sell merchandise outside the defined exterior walls and permanent doorways of the demised premises. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the demised premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

18. **UTILITIES.** Tenant shall pay before delinquency all charges for water, gas, heat, electricity, sewer, power, telephone service and all other services of utilities used in, upon, or about the demised premises by Tenant or any of its subtenants, licensees, or concessionaires during the term of this lease. If any utility is not separately metered Tenant agrees to reimburse Landlord for the cost of said service.

19. **ENTRY AND INSPECTION.** Tenant shall permit Landlord and his agents to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Tenant shall permit Landlord, at any time within thirty

(30) days prior to the expiration of this lease, to place upon said premises any usual or ordinary "For Lease" signs and during such thirty (30) day period Landlord or his agents may, during normal business hours, enter upon said premises and exhibit same to prospective Tenants.

20. **DAMAGE AND DESTRUCTION OF PREMISES.** In the event of (a) partial destruction of said premises or the building containing same during said term which requires repairs to either said premises or said building, or (b) said premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either said premises or said building, Landlord shall forthwith make said repairs provided Tenant gives to Landlord thirty (30) days written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any wise annul or void this lease except that Tenant shall be entitled to a proportionate reduction of minimum rental while such repairs are being made; such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in said premises. However, if during the last four years of the term of this lease the building is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five (25%) percent of its then replacement cost, (excluding foundation(s)), Landlord may within thirty (30) days following the date such damage occurs terminate this lease by written notice to Tenant. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this lease shall continue in full force and effect and the minimum guaranteed rental shall be proportionately reduced as hereinabove provided. If Landlord elects to terminate this lease all rentals shall be prorated between Landlord and Tenant as of the date of such destruction.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than twenty-five (25%) percent of its then replacement cost (excluding foundation(s)) as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this lease upon written notice to Tenant. If Landlord does not elect to so terminate because of said uninsured casualty, Landlord shall promptly rebuild and repair said premises and Tenant's rental obligation shall be proportionately reduced as hereinabove provided.

In respect to any partial destruction (including any destruction necessary in order to make repairs required by any such declaration of any authorized public authority) which Landlord is obligated to repair or may elect to repair under the terms of this Article 20, Tenant waives any statutory right it may have to cancel this lease as a result of such destruction.

21. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease, or any interest therein, and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the demised premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Consent by Landlord to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically releases the original named Tenant from said liability. Any assignment or subletting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord terminate this lease. Neither this lease nor any interest therein shall be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

22. **DEFAULT.** It is agreed that should Tenant be in default in any of the terms or conditions of this lease, then while such default continues, Landlord shall have a lien, and neither the whole nor any part of the furniture, equipment, supplies or other property of Tenant located in the premises shall be removed therefrom, except with the written consent of Landlord first obtained, and Landlord shall have the right and privilege, at his option, to take and retain possession of said furniture, equipment and supplies, to store the same in such place or warehouse as may be selected by Landlord, at the expense and risk of Tenant.

In the event of default by Tenant, Landlord's remedies shall be as follows, to wit:

A. **Termination of Lease.** Upon occurrence of any Event of Default, Landlord may, at his option, in addition to any other remedy or right given hereunder or by law,

1. Give Notice to Tenant that this lease shall terminate upon the date specified in the notice, which date shall not be earlier than five (5) days after the giving of such notice, or

2. Immediately or at any time after the occurrence of such Event of Default, and without notice or demand, enter upon the demised premises or any part thereof in the name of the whole, and upon the date specified in such notice, or in any other notice pursuant to law, or upon such entry, this lease and the term thereof shall terminate.

B. **Event of Default Defined.** Each of the following shall be deemed an Event of Default:

1. Default in the payment of rent or other payments hereunder;

2. If Tenant shall default in the performance or observance of any other covenant or condition of this lease or if Tenant shall fail to make reasonable efforts in the light of the surrounding

circumstances to keep substantially all the premises occupied and open for business, the expiration of the period of fifteen (15) days after giving notice of such default or failure to Tenant by Landlord:

3. Abandonment of the premises;
4. The filing or execution or occurrence of
 - (a) A petition in bankruptcy by or against Tenant;
 - (b) A petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act;
 - (c) Adjudication of Tenant as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense;
 - (d) An assignment for the benefit of creditors whether by trust mortgage or otherwise;
 - (e) A petition or other proceeding by or against the Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of their property;
 - (f) A petition or other proceeding by or against Tenant for their dissolution or liquidation, or the taking of possession of the property of the Tenant by any governmental authority in connection with dissolution or liquidation;
 - (g) The taking by any person of the leasehold created thereby or any part thereof upon execution, attachment or other process of law or equity.

C. Repossession. Upon termination of this lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Landlord may enter forthwith without further demand or notice upon any part of the premises in the name of the whole, if he has not therefore done so, and resume possession either by summary proceedings, or by action at law or in equity or by force or otherwise, as Landlord may determine, without being liable in trespass or for any damages. In no event shall such reentry or resumption of possession or reletting as hereafter provided be deemed to be an acceptance or surrender of this lease or a waiver of the rights or remedies of Landlord hereunder.

D. Reletting. Upon termination of this lease in any manner above provided, Landlord shall use reasonable efforts to relet the premises. Landlord shall be deemed to use reasonable efforts if he leases the whole or any part of the premises, separately or with other premises, for any period equal to or less than, or extending beyond, the remainder of the original term, for any sum or to any tenant or for any use it deems reasonably satisfactory or appropriate, and refusal to let to any person or for any use Landlord deems objectionable, or for any use not expressly permitted under section 5 of this lease.

23. DAMAGES. Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, Tenant shall pay to Landlord forthwith without demand or notice the sum of the following:

1. All rent, additional rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs;
2. The cost of making all repairs, alterations and improvements required to be made by Tenant hereunder, and of performing all covenants of Tenant relating to the condition of the premises during the term and upon expiration or sooner termination of this lease, such cost to be deemed prima facie to be the cost estimated by a reputable architect or contractor selected by Landlord or the amounts actually expended or incurred thereafter by Landlord;
3. An amount equal to "liquidation damages" or "indemnity payments", whichever is larger, determined and payable as set forth below.

"Liquidation Damages" mean an amount equal to the excess of the rent, additional rent and other payments reserved in this lease, for the portion of the term remaining after termination of the lease (hereinafter referred to as the "unexpired term") over the then fair and reasonable rental value of the premises for such period of the term.

"Indemnity payments" means all the rent, additional rent and other payments reserved under this lease which would have become due and owing thereunder from time to time during the unexpired term less, to the extent not previously deducted or credited, the rent, additional rent and other payments actually collected and allocable to the premises or to the portions thereof relet by Landlord and less, to the extent not previously deducted or credited, the costs and expenses, including but not limited to reasonable attorney's and broker's fees and expenses, paid or incurred by Landlord in connection with:

- (a) Obtaining possession of the premises;
- (b) Removal and storage of Tenant's or other occupant's property;
- (c) Care, maintenance and repair of the premises while vacant;
- (d) Reletting the whole or any part of the premises (which reletting may be for a period or periods of time less than the unexpired term hereof or extending beyond the term thereof;
- (e) Repairing, altering, renovating, partitioning, enlarging, remodeling or otherwise putting the premises, either separately or as part of larger premises, into condition acceptable to, and reasonably necessary to obtain new tenants.

Such costs and expenses shall be deemed prima facie to be the amounts thereof invoiced to Landlord or actually expended or incurred therefor by Landlord.

The Tenant shall, without prior demand or notice, make indemnity payments monthly in arrears with respect to such portion thereof as includes rent (as distinguished from additional rent and other payments) and upon the respective dates provided therefor in the lease with respect to additional rent and other payments. Landlord may sue for all such indemnity payments as they accrue without waiting until the date fixed in the lease as the expiration date thereof. Any action or proceeding to recover liquidated damages shall not be a waiver of Landlord's right to recover indemnity payments and vice versa but in any action or proceeding to recover indemnity payments to the extent that they include rent (as distinguished from additional rent and other payments), brought contemporaneously with or after an action or proceeding to recover liquidated damages which has not been discontinued, there shall be deducted from the claim for indemnity payments (to the extent not previously deducted or credited) such portion of the liquidated damages as is in the same proportion to such liquidated damages as the portion of the unexpired term for which monthly indemnity payments have accrued bears to the unexpired term.

24. **SURRENDER OF LEASE.** The voluntary or other surrender of this lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to him or any or all of such subleases or subtenancies.

25. **SALE OF PREMISES BY LANDLORD.** In the event of any sale of the demised premises by Landlord, purchaser shall be bound by all the terms and conditions of this lease.

26. **HOURS OF BUSINESS.** Subject to the provisions of Article 20 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the demised premises and shall keep the demised premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the demised premises are located to be open for business; provided, however, that this provision shall not apply if the demised premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant or closed for not more than three (3) days out of respect to the memory of any deceased officer or employee of Tenant, or the relative of such officer or employee. Tenant shall keep the demised premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practices.

In the event of breach of Tenant of any of the conditions in this Article contained, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the minimum rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the minimum monthly rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

27. **ATTORNEY'S FEES.** If Landlord is involuntarily made a party defendant to any litigation concerning this lease or the demised premises by reason of any act or omission of Tenant, then, Tenant shall hold harmless Landlord from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by Landlord in such litigation.

If either Landlord or Tenant shall commence any legal proceedings against the other with respect to any of the terms and conditions of this lease, the non-prevailing party therein shall pay to the other all expenses of said litigation, including a reasonable attorney's fee as may be fixed by the court having jurisdiction over the matter. The parties hereto agree that the State of Nevada is the proper jurisdiction for litigation of any matters relating to this lease and service mailed to address of Tenants set forth herein shall be adequate service for such litigation.

28. **SECURITY DEPOSIT.** Tenant contemporaneously with the execution of this lease, has deposited with Landlord the sum of _____ (\$ _____) Dollars, receipt of which is hereby acknowledged by Landlord, said deposit being given to secure the faithful performance by the Tenant of all of the terms, covenants, and conditions of this lease by the Tenant to be kept and performed during the term hereof. Tenant agrees that if the Tenant shall fail to pay the rent herein reserved promptly when due said deposit may, at the option of the Landlord (but Landlord shall not be

required to) be applied to any rent due and unpaid, and if the Tenant violates any of the other terms, covenants, and conditions of this lease, said deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

Nothing contained in this Article 28 shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article 22 hereof, or by law or in equity. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount, and Tenant's failure to do so within fifteen (15) days after receipt of such demand, shall constitute a breach of this lease. Should Tenant comply with all of the terms, covenants and conditions of this lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said security deposit shall be returned in full to Tenant at the end of the term or this lease, or upon the earlier termination of this lease pursuant to the provisions of Article 20 hereof, except in the event the demised premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event this lease shall be automatically amended to delete any reference to this Article 28, and Tenant shall be entitled to immediate reimbursement of its security deposit from the party then holding said deposit.

29. **HOLDING OVER.** Any holding over after the expiration of this lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, cancellable upon thirty (30) days written notice, and at a rental and upon terms and conditions as existed during the last year of the term hereof.

30. **NOTICE.** Wherever in this lease it shall be required or permitted that notice and demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

TO: Landlord	TO: Tenant
AT: <u>SCHIFF PROPERTIES</u>	AT: <u>DR. H. KEITH ZUPNIK, M. D.</u>
<u>2401 INDUSTRIAL ROAD</u>	<u>2466-68-70 INDUSTRIAL ROAD</u>
<u>LAS VEGAS, NEVADA 89102</u>	<u>LAS VEGAS, NEVADA 89102</u>
TELEPHONE: <u>382-8695</u>	TELEPHONE: _____

Either party may change such address by written notice by certified mail to the other.

31. **SUCCESSORS IN INTEREST.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

32. **TENANT'S PERFORMANCE.** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirements provided to be performed by Tenant prior to the commencement of the term hereof, or in the event Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of said default and if said default is not corrected within ten (10) days thereafter, Landlord may by written notice prior to the curing of said default terminate this lease. Landlord shall be entitled to retain as liquidated damages all deposits made hereunder and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto.

33. **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article 33 contained shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this lease.

34. **PARTIAL INVALIDITY.** If any term, covenant, condition of provision of this lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

35. **MARGINAL CAPTIONS.** The various headings and numbers herein and the grouping of the provisions of this lease into separate articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

36. **TIME.** Time is of the essence of this lease.

37. **SUBORDINATION, ATTORNMENT.** This lease, at Landlord's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the demised premises are a part, and to any and all advances made on the security thereof, and to all renewals,

modifications, consolidations, replacements and extensions thereof; provided, however, that as to the lien any such deed of trust or mortgage Tenant's right to quiet possession of the premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this lease, unless this lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to Tenant, this lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the demised premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment, or hypothecation of the demised premises or the land thereunder by Landlord, an estoppel certificate and/or financial statement shall be requested of Tenant, Tenant agrees to deliver such financial statement, and to deliver such estoppel certificate (in recordable form) addressed to any such proposed mortgagee or purchaser or to the Landlord certifying the requested information, including among other things the dates of commencement and termination of this lease, the amounts of security deposits, and that this lease is in full force and effect (if such be the case) and that there are no differences, offsets or defaults of Landlord, or noting such differences, offsets or defaults as actually exist. Tenant shall be liable for any loss or liability resulting from any incorrect information certified, and such mortgagee and purchaser shall have the right to rely on such estoppel certificate and financial statement.

38. CONDEMNATION. In the event of a condemnation or a transfer in lieu thereof twenty (20%) percent or more of the demised premises is taken, or in the event as a result of such taking or transfer in lieu thereof Landlord is unable to provide the parking required by Article 8 hereof, Landlord or Tenant may, upon written notice given within thirty (30) days after such taking or transfer in lieu thereof, terminate this lease. Tenant shall not be entitled to share in any portion of the award and Tenant hereby expressly waives any right or claim to any part thereof. Tenant shall, however, have the right to claim and recover, only from the condemning authority (but not from Landlord) any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

39. NO ORAL AGREEMENTS. This lease covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this lease, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein and there are no oral agreements or implied covenants.

40. HOLD HARMLESS. Tenant agrees that Landlord shall in no event be liable in damages or otherwise to Tenant for any acts, conduct, negligence or carelessness, of any other tenant or tenants occupying other portions of the building within which the demised premises are located, and in this connection Tenant specifically releases Landlord of and from all and any damages which Tenant may sustain by reason of the acts, conduct, negligence or carelessness of other occupants of said building or adjoining buildings wherein the demised premises are located.

IN WITNESS WHEREOF, the parties have duly executed this lease together with the herein referred to Exhibits which are attached hereto, on the day and year first above written.

SCHIFF PROPERTIES

By

M. J. SCHIFF

Landlord

DR. H. KEITH ZUPNIK

H. Keith Zupnik

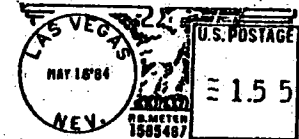
31850 Village Center Rd.
Westlake Village CA 9136
(818) - 889-5482

H. Keith Zupnik, M.D.
2470 Industrial Road
Las Vegas, NV 89102



RETURN RECEIPT REQUESTED

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



CITY COUNCIL MINUTES - JULY 18, 1984

0071

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

May 23, 1984

TO: MARJORIE HETHER, CHIEF PRIVILEGE LICENSE DIVISION <i>MH</i>	FROM: <i>JD</i> JIM DIFIORE LICENSE INVESTIGATOR
SUBJECT: A APOLLO HEALTH SPA DBA LAS VEGAS CONNECTION SUPPLEMENTAL INVESTIGATIVE REPORT	COPIES TO: <i>R. D. [Signature]</i> <i>4-29-84</i>

1. On May 9, 1984, this office, by letter, posed questions to the applicant for a business license known as A Apollo Health Spa/Las Vegas Connection. The applicant, Dr. H. Keith Zupnik, M.D., responded to those questions in an incomplete manner; particularly in referring to who will run the operation in his absence and in Terry Gordon's role in the business.

In a memo dated May 14, 1984, this investigator reported that Terry Gordon was named as a main character in negotiations for telephone service contracted with Dave Dubler of Digitel of Las Vegas. This investigator has uncovered additional evidence which would place Terry Gordon as a more dominant figure in the operation than Dr. Zupnik would lead us to believe. Evidence includes:

- A. Almost daily Terry Gordon has been seen or his vehicle(s) observed on the premises of 2466 Industrial Road.
- B. An ad taken out with the newspaper "Entertainment Today" ran for two weeks. Kristi Pickens, Advertising Manager for this newspaper, stated that a Dr. Keith Zupnik came into her office to place the ad. While the Doctor was in her office, Terry Gordon was waiting in the lobby. In the course of the conversation with Ms. Pickens, Dr. Zupnik was to have said or made reference to "Terry wants this...". Ms. Pickens stated the ad was no longer run because she felt it was getting a little to risque for their tabloid.
- C. Three ads have run in the Las Vegas Sun newspaper for A Apollo Health Spa/Las Vegas Connection. The first ad read as follows:

"WE'RE CO-ED
 Exciting and new! The Apollo 24 Hr. Health Spa offering aerobic disco dance, jacuzzi, sauna, therapeutic massage, cosmetic & body treatments for men and women, physician MD on staff for diet control. Grand Opening Special, \$25 membership, come in and see what we have to offer, 2466 Industrial Rd., 386-5724."

CIV 7007

A Apollo Health Spa
dba Las Vegas Connection
May 23, 1984
Page 2

The second ad read as follows:

"Tourists
Locals
Singles
Couples

Everyone's getting together at the new Apollo Health Spa. Co-ed jacuzzi & sauna, bring your swim suit or get one here. A new concept, disco spa, aerobic classes starting in the morning for nighttime entertainment, disco dancing & oasis cocktails starting at 9 p.m. Jacuzzi and sauna open day & night. Come and see what we have to offer, 2466 Industrial Rd., Sahara at the expressway, 386-5724."

Both of these ads were taken out by Terry Gordon in the name of Dr. Zupnik.

The third ad which reads:

"Couples

Private jacuzzi party being held at 2466 Industrial Rd. For invitation or information, call 386-5724, parties 9 p.m. - till ?"

This ad was also believed to be placed by Terry Gordon, however, verification of this belief has yet to be confirmed.

- D. On May 18, 1984, Detectives Harber and MacDonald from LVMPD Special/Privileged Investigations Section, visited the Las Vegas Connection and spoke with Terry Gordon on the operation. Mr. Gordon stated to the detectives that the business is for "swingers" to meet and engage in sexually oriented encounters. Gordon also indicated that liquor would be present on a bring your own basis. (See attached.)
- E. On May 21, 1984, this investigator, under an assumed identity, contacted the facility by telephone, 386-5724, to gather more information on the activities represented in the ad entitled "Couples". The female who answered the telephone, after minutes of conversation, was recognized by this investigator as Diane Casano (Reference Cassey Development Inc. - denied by City Council on October 19, 1983.

A Apollo Health Spa
dba Las Vegas Connection
May 23, 1984
Page 3

The conversation, although not taped, went as follows
(F-female and JD-this investigator):

F - Can I help you?

JD - Is this 386-5724?

F - Yes.

JD - I am calling about your ad on private jacuzzi parties. How much are they? What type of facilities do you have?

F - We are a swing club; we have group jacuzzi, group sauna, a large dance area, and private rooms. We have a juice bar serving non-alcoholic beverages, but if you want to bring your own booze, we have set ups.

JD - Do your rooms cost extra? What is the cost to enter?

F - We take donations; usually the donations are about \$50 per couple. The rooms do not cost extra. Would you be coming as a couple?

JD - Yes, what nights are you open?

F - Every night of the week, from 9 p.m. until 3 or 4 in the morning. Would you be coming tonight?

JD - No, probably more towards mid-week.

F - Okay, what's your name and I'll be expecting to hear from you Wednesday or Thursday.

JD - Terry Lamonte.

F - What's your girlfriend's or wife's name?

JD - Judy. What's your name?

F - Diane. Okay, Terry I'll be hearing from in a few days.

In addition, on May 22, 1984, this investigator obtained a copy of a contract for service between Mission Linen Service and Las Vegas Health Retreat; 2466 Industrial Road. The contract is for weekly delivery of towels, sheets, pillow cases, and toiletries. The signature of the authorized representative appears to be an individual named Rick McLarty. (See attached.)

A Apollo Health Spa
dba Las Vegas Connection
May 23, 1984
Page 4

In just about each case, the business name used for services is known as Las Vegas Health Retreat. Information obtained on that account from Valley Bank reveals that Dr. H. Keith Zupnik is the only signatory on the account, however, no fictitious firm name has been applied for through the Clark County Clerk's Office as of May 21, 1984.

2. As in the case of Cassey Development, Inc., Terry Gordon is a principal of the business known as A Apollo Health Spa/Las Vegas Connection as defined by Las Vegas Municipal Code 6.02.010(N).

To date based upon the information provided by the applicant, Dr. H. Keith Zupnik, and by the investigation, it appears the City of Las Vegas has grounds for denying this application for the following reasons established by LVMC 6.02.330:

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

The applicant has mislead this office with regard to the principal(s) of the business. Evidence reveals that Terry Gordon exercises more control on the operation than that of an employee carrying out an employers requests. The application asks for the name of the corporate resident agent or manager of the business, and Dr. Zupnik has continually responded with an "not applicable" response. In his letter to this office dated May 16, 1984, Dr. Zupnik's response to the question of who his manager(s) may be states he is "presently searching for appropriate staff...". However, Rick McLarty (actual name unknown) signed as an authorized representative for Las Vegas Health Retreat on April 19, 1984.

The application could be considered incomplete and/or misleading in the sense that the letter previously referred to was not responded to completely in Questions 2, 4, 10, 12, 13, and 17.

The application is misleading (reference the letter) by Dr. Zupnik's response in his statement that "alcohol will not be allowed on the premises". Mr. Gordon stated to Detectives Harber and MacDonald on May 18, 1984, that a patron could bring his own liquor on the premises, and the Las Vegas Connection would supply the mix. This was virtually reiterated in this investigator's telephone call to the business on May 21, 1984.

A Apollo Health Spa
dba Las Vegas Connection
May 23, 1984
Page 5

- "(E) The licensee or any of its principals has been subject in any jurisdiction, to disciplinary action of any kind against a license, permit, approval for suitability or work card to the extent that such disciplinary action reflects on the qualification, acceptability or fitness of the licensee;"

The denial of the license to operate for Cassey Development, Inc., where Terry Gordon was shown to be a principal in the operation was based upon the belief the operation would operate as another Red Rooster, a sexually oriented business.

- "(H) The licensed premises do not satisfy local, State or Federal laws or regulations pertaining to the activity to be actually engaged in;"

By Terry Gordon's own admission to Detectives Harber and MacDonald on May 18, 1984, and by current newspaper ads which imply activity considered by this investigator to be sexually oriented, the business would be in violation of LVMC 19.74.030 whereby the operation of a sexually oriented business is not permitted within one thousand feet of another sexually oriented business. Crazy Horse II, located at 2472 Industrial Road, has been determined as the conforming use to operate as a sexually oriented business.

- "(I) The actual business activity constitutes a public or private nuisance, or will be or is conducted in an unlawful, illegal or improper manner;"

Mr. Gordon's involvement in the Red Rooster, a swing club, which operated in the Clark County Limits. Mr. Gordon was arrested as manager on or about January 15, 1983. The A Apollo Health Spa/Las Vegas Connection appears to be set up in a similar manner. The business if nothing else would appear to be operated in an improper manner.

Submitted for review; investigation to continue.

JD:vh

Attachments

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: HASH HANIEF, LIEUTENANT 5/22/84
SPECIAL/PRIVILEGED INVESTIGATIONS SECTION

FROM: TOM HARBER, DETECTIVE
SPECIAL/PRIVILEGED INVESTIGATIONS SECTION

SUBJECT: LAS VEGAS CONNECTION

On May 18, 1984, Detectives Harber and Mac Donald went to the Las Vegas Connection and observed Terry Gordon's vehicle parked in front. We went in and Mr. Gordon was seated in the office.

The interior of the building consists of men and womens changing areas with separate baths, group sauna room and group jacuzzi area with a bar and tables around it. There are also numerous private cubicles in the building with beds in each.

These detectives learned from conversation with Mr Gordon that he and Dr. Zupnik are first cousins and that Mr. Gordon is acting as a consultant to Dr. Zupnik. Mr. Gordon did go on to say that the Las Vegas Connection is for "swingers" to meet and engage in sexually oriented encounters. He said that he was going to request donations, however, not a specific amount. The way he intends to get around charging a fee is to sell bathing suits for \$25 to \$50.

It is believed by these detectives that Terry Gordon and Dr. Zupnik are intending to utilize this facility for nothing other than a sexually oriented place for people to use. Whatever they plan to do up front is nothing more than a way around the laws of the City of Las Vegas. The way the building has been remodeled is very similar to the Red Rooster Social Club which Mr. Gordon operated in the County.

Mr. Gordon also indicated that liquor would be present on a bring-your-own basis. The Las Vegas Connection would supply the mix. He stated that nudity would not be allowed in the common areas, however, based on prior dealings with Terry Gordon, it is doubtful if this will be enforced.

Investigation will continue.

RESPECTFULLY SUBMITTED,



TOM HARBER, DETECTIVE

TH:tle

RENTAL SERVICE AGREEMENT



"Satisfaction is a Tradition"

4/19/84

ACCOUNT NO. 44040261

CASH ☒

LEDGER ☐

BILLING ADDRESS:

NAME _____

ST. ADDRESS

CITY

ZIP

PHONE NO.

[illegible]

MINIMUM DELIVERY CHARGE: 10.00 PER WEEK.

CUSTOMER INITIAL_____

MINIMUM WEEKLY RENTAL 50% (%) OF INVENTORY.

CUSTOMER INITIAL _____

SUPPLIER agrees to furnish and **CUSTOMER** agrees to use the linen supply items, listed herein, in accordance with the conditions and terms set forth below.

• SUPPLIER agrees to render service each week as mutually agreed upon. The laundering shall be of a standard and quality comparable to that of other commercial laundries rendering linen supply service in the same area.

Except as may be provided herein, all linen items and garments supplied shall remain the property of, and be processed exclusively by SUPPLIER. Alterations to rental items by customers are not allowed.

In the event of loss, damage, misuse or abuse to any rental items (reasonable wear excepted) CUSTOMER shall pay the current replacement cost of same. This responsibility extends to fire loss, theft or mysterious disappearance.

Both parties agree that SUPPLIER'S count over both pick up and delivery shall be proof of the amount of linen service provided, unless CUSTOMER gives written notice of any objections within (7) days after delivery.

It is agreed that SUPPLIER shall have access to CUSTOMER's place of business during normal business hours, as often as necessary, to check or inventory any or all of the linen items and garments furnished by SUPPLIER.

Rental charges are due and payable in cash on delivery, or when CUSTOMER's credit is approved by SUPPLIER on the 10th day of the month following delivery. A late payment charge of 1.5% per month (18% annually) will be applied to all past due amounts. If payment is not received as set forth above, SUPPLIER has the option to continue on a C.O.D. basis.

In the event SUPPLIER's costs in rendering service are increased, the prices stated herein may be revised. SUPPLIER shall give notice to CUSTOMER of such price increases by invoice or statement. If CUSTOMER fails to notify SUPPLIER in writing of refusal to accept the price revision, this agreement will stand amended effective thirty (30) days from date of notification.

CUSTOMER understands that SUPPLIER will be required to make a substantial investment in linen merchandise and therefore it is agreed that a minimum weekly inventory charge shall be made a part of this agreement.

SUPPLIER: MISSION LINEN SERVICE

BY Cecil C. Allen

ACCEPTED BY [Signature]

General Manager

Items not listed as part of this agreement may be added by mutual consent at prices that are agreed upon.

Service hereunder is subject to strikes, lockouts, government acts, acts of God, and other conditions beyond the control of SUPPLIER.

This agreement is for a period of three (3) years from the date of the first delivery and shall continue thereafter for like periods until written notice is given by either party within 60 days prior to expiration date.

in the event of sale, disposal or closing of any or all CUSTOMER's business, CUSTOMER shall immediately notify SUPPLIER, in writing, and shall be liable to SUPPLIER for all linen items and garments furnished, until such notice is given.

This agreement shall be binding and inure to the benefit of the successors or assigns of the respective parties hereto and CUSTOMER is responsible for insuring such continuation.

THE CUSTOMER may cancel this Agreement prior to the expiration date by doing all of the following: (a) give sixty (60) days written notice to **SUPPLIER**; (b) purchase from **SUPPLIER** the entire inventory of garments in service or otherwise held for **CUSTOMER**'s use, at the current retail price, less thirty (30) percent thereof; (c) pay to **SUPPLIER** its loss of profit equal to 15% of **CUSTOMER**'s average weekly retail volume for the remaining weeks of this Agreement. In addition **CUSTOMER** must reimburse **SUPPLIER** for the purchase price of all garments in stock, including those from which **CUSTOMER** has received no orders. (Standard colors are red, white, gold and bronze. All other colors are non-standard.)

in the event a lawsuit is instituted by either party to this agreement, the prevailing party shall recover all court costs, reasonable attorney fees, and other expenditures incurred as a result of such lawsuit.

CUSTOMER warrants that he is not under contract or otherwise obligated to take or obtain linen supply service from any other company and that entry into this agreement is not a breach or violation of any existing contract to which **CUSTOMER** is a party.

CUSTOMER understands no items are flame retardant.

This agreement is entire and includes all the understandings of both parties. No waiver or statements by any representatives of SUPPLIER shall be valid unless set forth herein.

CUSTOMER LAS VEGAS HEALTH RETIRE

BY James H. McFarland

ORIGINAL PLANT COPY

CITY OF LAS VEGAS		CITY COUNCIL MINUTES - JULY 18, 1984	
INTER-OFFICE MEMORANDUM		Date June 11, 1984	
TO: MARJORIE HETHER, CHIEF PRIVILEGE LICENSE DIVISION		FROM: JIM DIFIORE 50 LICENSE INVESTIGATOR	
SUBJECT: APOLLO HEALTH SPA/ LAS VEGAS CONNECTION		COPIES TO:	

0079

1. On Friday, June 8, 1984, Investigators Kesterson and DiFiore accompanied Detectives Harber and MacDonald from Special Investigations Division of LVMPD and Detectives from Vice Division to the Apollo Health Spa/Las Vegas Connection. It was ascertained at approximately 9:45 p.m. by a Vice Detective that the business was open and operating; and it would cost \$40 (as a donation) to use the facility this particular night.

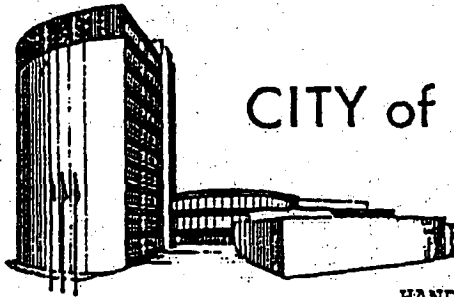
Shortly afterwards, Detectives Harber and MacDonald advised Terry Gordon, who from prior discussions had stated he was a consultant to the operation, that he was under arrest for doing business without a license. Inspection of the premises found approximately ten people, a male and female employee, several dollars in the cash drawer, and a six pack of 12 oz. canned Miller Lite Beer (one being empty).

Upon securing the premises, the cash was impounded as evidence, the business was closed, and Mr. Gordon was arrested. This investigator impounded the six pack of beer as evidence for licensing violations.

JD:vh

CLV 7007

MAYOR BILL BRIARE
 COUNCILMEM
 RON LURIE
 PAUL J. CHRISTENSEN
 AL LEVY
 BOB NOLEN
 CITY ATTORNEY
 GEORGE F. OCHLIVE
 CITY MANAGER
 ASHLEY MALL



CITY of LAS VEGAS

HAND DELIVER

June 15, 1984

RECEIVED BY: *Darryl Jackson*DATE: *6-20-84*

H. Keith Zupnik, M.D.
 2470 Industrial Road
 Las Vegas, Nevada 89102

Re: A Apollo Health Spa/
 Las Vegas Connection

Dear Dr. Zupnik:

The above-referenced application for a business license was received in this office on February 21, 1984. Additions to that application were subsequently received on April 2, April 23, May 1, May 2, and May 10 of this year. This letter is to advise you that your application for a business license is denied pursuant to Las Vegas Municipal Code Title 6, Chapter 2, Section 90, which states:

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

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

1. "(A) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information required in the application;"
 - a. The application is incomplete and misleading in that this office cannot determine from your several applications what sort of activities you intend to conduct on the premises. The application, dated February 21, 1984, characterized the business as a health spa offering vitamin sales, exercise classes, yoga and stress reduction classes. The application dated



CLV-6218

400 F. STREET, SUITE 100, LAS VEGAS, NV 89101

H. Keith Zupnik, M.D.
June 15, 1984
Page 2

April 2, 1984, added a provision for overnight accommodations for the supervision of patrons' health programs. Additions and deletions have been made to the application since then with no further mention of health-related programs. The recent additions to the original application emphasize social activities that include the use of group saunas and jacuzzis, a dance area, and the availability of private suites or "slumber rooms".

Although the business has not received its license, its advertising shows a similar shift in emphasis. A personal advertisement in the Las Vegas Sun on April 11, 1984, refers to a health spa offering various classes with a physician on staff. A personal advertisement in the Las Vegas Review Journal on May 23, 1984, on the other hand, invites readers to a "Pajama-Hot Tub Party". Contacted by employees of this office and the Las Vegas Metropolitan Police Department, principals and employees of the applicant have said that "The Las Vegas Connection - A Private Place" is a "swing club", where individuals and couples can meet for sexual encounters.

- b. The application contains misleading statements regarding the principal(s) of "Las Vegas Connection - A Private Place". You have described yourself as the "sole proprietor of this business", who makes "all the decisions in the operations of this business". You have also said that you are "searching for appropriate staff" and will notify this office as you hire persons.

In response to questions about Terry Gordon's relationship to your business, you have said merely that he is your first cousin. Investigation by this office, however, has shown that he is active in the business, with a role that exceeds that of employee or consultant, as he has described himself. Rather, he has been held out as one of the owners in dealings with other businesses. Further, when representatives of this office and the Las Vegas Metropolitan Police Department investigated activities at 2466 Industrial Road on Friday night, June 8, 1984, and subsequently arrested Terry Gordon for doing business without a license, he authorized

H. Keith Zupnik, M.D.
June 15, 1984
Page 3

refunds to customers on the premises at the time. For these reasons, this office contends that Terry Gordon is a principal of your business as defined by Las Vegas Municipal Code 6.02.010(N) and should have been named on your application.

- c. The application is incomplete in that you failed to answer adequately certain questions from the Director of Business Activity in a letter dated May 9, 1984. In particular, you failed to specify your charges for singles and couples (Question 10). In addition, your answers concerning management of the business (Question 12) and your relationship to Terry Gordon (Question 17) were not responsive to the questions.
 - d. The application contains misleading information regarding the availability of alcohol on the premises. In your letter to the Director of Business Activity dated May 16, 1984, you said that "alcohol will not be allowed on the premises". In contrast, both Terry Gordon and one female employee have told inquirers that a patron could bring his own liquor onto the premises and that the Las Vegas Connection would supply the mix. Alcoholic beverages, namely a six-pack of beer with one opened, were in fact found on the premises during the investigation on June 8 referred to above.
2. "(D) The licensee or any of its principals is or has engaged in a business, trade or profession without a valid license, permit, approval for suitability or work card when the applicant or holder knew that one was required or under such circumstances that he reasonably should have known one was required;"
- a. On January 15, 1983, the Las Vegas Metropolitan Police Department raided the "Red Rooster", at 6405 Greyhound Lane, a sexually oriented swing club accommodating group and other kinds of sexual activity for pay. During this raid, they arrested Terry Gordon as one of the managers. Mr. Gordon was charged on October 18, 1983, with doing business without a license in connection with that arrest. The complaint was amended on January 10, 1984, to name Party Brokers, Inc., dba

H. Keith Zupnik, M.D.
June 15, 1984
Page 4

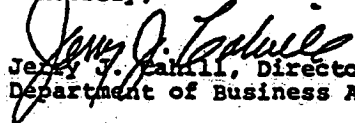
Red Rooster as the defendant, and the defendant pled guilty to the amended complaint. This office contends that Mr. Gordon was a principal of Party Brokers, Inc., as defined by Las Vegas Municipal Code 6.02.010(N). His activities in connection with the Red Rooster and the failure of Party Brokers to obtain a business license for its operations there are grounds for denial of the present business license application under this subsection.

- b. On June 8, 1984, representatives of the Las Vegas Metropolitan Police Department and this office investigated activities at "The Las Vegas Connection - A Private Place". They found that business was being conducted without a valid license and the police officers arrested Terry Gordon, who appeared to be in charge of the activities, for doing business without a license. In response to a request by the cashier after the arrest, Mr. Gordon authorized payment of refunds to the customers on the premises. For these reasons and those set forth above in Section 1b. of this letter, this office contends that Mr. Gordon is a principal of "The Las Vegas Connection - A Private Place", as defined by the Las Vegas Municipal Code. His activities in connection with this business and the fact that no business license has been issued for this business are grounds for denial of the license application under this subsection.

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

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

Sincerely,


Jerry J. Cahill, Director
Department of Business Activity

CL LAS VEGAS

Date

0084

INTER-OFFICE MEMORANDUM

June 21, 1984

TO: MARJORIE HETHER, CHIEF PRIVILEGE LICENSE DIVISION	FROM: JIM DIFIORE LICENSE INVESTIGATOR Jo
SUBJECT: APOLLO HEALTH SPA/LAS VEGAS CONNECTION	COPIES TO:

On June 20, 1984, at 9:45 p.m., Investigators Inghram and DiFiore proceeded to 2466 Industrial Road to the business known as Apollo Health Spa/Las Vegas Connection. Upon arriving, this investigator identified himself to a WFA at the front window in the reception area. The WFA then gave access to these investigators through a locked door leading into the facility. Upon entering, this investigator asked if Terry Gordon was on the premises. The WFA responded negatively. The WFA was on the telephone advising the caller of the situation. When asked by this investigator if she was speaking to Terry Gordon, the WFA replied affirmatively. This investigator advised the WFA to notify Mr. Gordon that the purpose for this inspection was to close the business down due to the business not having a license to operate. The WFA was then asked who was in charge of the facility to which she replied, "I am." This investigator requested the WFA to identify herself to which she replied, "Nancy Fackler". Ms. Fackler was then requested to accompany Investigators Inghram and DiFiore through the premises to notify patrons the business was being closed down. Upon doing so, Ms. Fackler advised one patron that he may obtain a refund at the front when he leaves. (For further information, refer to memo prepared by Investigator Rick Inghram.)

It appeared that only approximately six patrons were on the premises at this time. A WMA identified per prior memos as Murray Weisman was also on the premises at this time. Mr. Weisman replied negatively when asked if he was the manager in charge. Upon clearing the place, Ms. Fackler continued to advise Mr. Gordon by telephone of the situation.

Due to the absence of the applicant, H. Keith Zupnik; and of its known manager or principal in the operation, Terry Gordon; and due to her own admission that she was in charge this night, this investigator issued a citation to Nancy Jo Fackler (SS 447-56-6282; DOB 4-24-48) as manager of the business, did engage in operations without a license, Citation No. 5907. Upon completion of business, Investigators Inghram and DiFiore left the premises.

CLV 7007

CITY OF LAS VEGAS

Date

0085

INTER-OFFICE MEMORANDUM

June 21, 1984

TO: MARJORIE HETHER, CHIEF PRIVILEGE LICENSE DIVISION	FROM: RICK INGRAM ^{RT} LICENSE INVESTIGATOR
SUBJECT: APOLLO HEALTH SPA/ LAS VEGAS CONNECTION	COPIES TO:

On June 20, 1984, at 9:45 p.m., Investigators DiFiore and Inghram entered the above-referenced business and confronted a woman by the name of Nancy Fackler at the front desk. Investigator DiFiore asked Ms. Fackler if Terry Gordon was present within the establishment. Ms. Fackler replied negatively. When asked who was in charge, Ms. Fackler stated that she was in charge. It was at that time we advised Ms. Fackler that an inspection was to be made, and the business was going to be closed down because they do not have a City business license to operate.

Investigators DiFiore and Inghram accompanied Ms. Fackler through the premises and ordered everyone out of the building. Investigator Inghram overheard Ms. Fackler tell one of the customers that they would be receiving a refund. After returning to the front office, Investigator Inghram observed Ms. Fackler refunding money to one of the customers.

A citation was issued to Ms. Fackler, and the business doors were locked.

JD:vh

CLV 7007

H. KEITH ZUPNIK, M.D.

2470 Industrial Rd.

Las Vegas, Nevada 89102

386-5749

June 25, 1984

Board of Commissioners and
Mr. Jerry J. Cahill, Director
Department of Business Activity
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear Commissioners and Mr. Cahill,

In response to your letter dated June 15, 1984, and hand delivered on June 20, 1984, regarding your denial of my business license application for A Apollo Health Spa/ Las Vegas Connection, I hereby file this notice of appeal to your decision as is my right according to the Las Vegas Municipal Code Title 6, Chapter 2, Section 110.

I shall await your notification as to the date when this hearing will be held.

Sincerely,

H. Keith Zupnik M.D.
H. Keith Zupnik, M.D.

HKZ:rs
cc

JUN 25 10 55 AM '84
RECEIVED
BUSINESS ACTIVITY

CLV EXHIBIT A
Page 78 of 83

H. KEITH ZUPNIK, M.D.
2470 Industrial Rd.
Las Vegas, Nevada 89102



Board of Commissioners and
Mr. Jerry J. Cahill, Director
Department of Business Activity
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101



CITY COUNCIL MINUTES - JULY 18, 1984

0087

Copies of various advertisements placed in local newspapers during the period 4-11-84 thru 5-23-84

0088

Las Vegas Sun
Personals Column
4-11-84

WE'RE CO-ED
Exercising and Tanning The Apollo 24
hr. health spa offering services:
disco dance, jacuzzi, sauna,
therapeutic massage, cosmetic &
body treatments for men and
women. Physician MD on staff for
diet control. Grand opening special,
\$25 membership. Come in and see
what we have to offer.
2405 INDUSTRIAL RD. 388-5724

Las Vegas Sun
Personals Column
4-17-84

WE'RE CO-ED
Exercising and Tanning The Apollo 24
hr. health spa offering services:
disco dance, jacuzzi, sauna,
therapeutic massage, cosmetic &
body treatments for men and
women. Physician MD on staff for
diet control. Grand opening special,
\$25 membership. Come in and see
what we have to offer.
2405 INDUSTRIAL RD. 388-5724

Las Vegas Sun
Personals Column
4-29-84

**TOURISTS
LOCALS
SINGLES
COUPLES**

Everyone's getting together at the
NEW Apollo Health Spa. Good
jacuzzi & sauna. Bring your own
out or get one here. A new concept.

**** DISCO SPA ****
AEROBIC CLASSES
STARTING IN THE MORNING

**FOR NIGHTTIME
ENTERTAINMENT &
DISCO DANCING**

A Great cocktail starting at 9 p.m.
Jacuzzi & sauna open day & night.
Come & see what we have to offer.
2405 INDUSTRIAL RD. SAHARA AT
THE EXPRESSWAY. 388-5724

Las Vegas Sun
5-1-84

**COUPLES
GROUP JACUZZI
GROUP SAUNA
PRIVATE SUITES
BY THE HOUR**

Also Massage, Social Activities.
CALL FOR RESERVATIONS

**** 388-5724 ****
1605 INDUSTRIAL RD. #840
1/2 STREET OFF HIGHWAY

Las Vegas Mirror
May 4-5-10, 1984

386-5749 PLACED BY DR. JEROME ZUANK
LV MIRROR
5-4-5-10-84



**WHERE
COUPLES
MEET**

**THIS IS YOUR
"LAS VEGAS CONNECTION"
A SPA-HOTEL**

- Group Jacuzzi
- Group Sauna
- Large Dance Area
- Private Rooms Available
By The Hour

COME & ENJOY
OUR RELAXED
ATMOSPHERE

OPEN EVERY DAY, ALL HOURS

FOR INFORMATION & RESERVATIONS
CALL: 386-5724

2246 INDUSTRIAL RD.
(ONE BLOCK WEST OF THE STRIP)

Las Vegas Only

Entertainment Today
May 4-10, 1984



**WHERE
COUPLES
MEET**

THIS IS YOUR
"LAS VEGAS CONNECTION"

- Group Jacuzzi
- Group Sauna
- Large Dance Area
- Private Rooms Available
By The Hour

*COME & ENJOY
OUR RELAXED
ATMOSPHERE*



OPEN EVERY DAY, ALL HOURS

**FOR INFORMATION & RESERVATIONS
CALL: 386-5724**

**2246 INDUSTRIAL RD.
(ONE BLOCK WEST OF THE STRIP)**

Las Vegas Mirror
5-11 and 5-17, 1984

FINALLY THERE'S A PLACE
FOR YOU
"LAS VEGAS CONNECTION"
A PRIVATE PLACE

WHERE
COUPLES
AND
SINGLES
MEET
OTHERS



PEOPLE ARE GETTING TOGETHER

THIS IS A DISCREET WAY TO MEET NEW FRIENDS

EXPERIENCE OUR NEW RETREAT
5,000 PLUS SQUARE FEET

**OPEN WED., THURS., FRI., SAT., SUN. & MON.
CLOSED TUES.**

THIS IS A PRIVATE FACILITY.
NEW PEOPLE ARE ALWAYS WELCOME.

WE HAVE IT ALL
GROUP JACUZZI • LARGE DANCE AREA
GROUP SAUNA • PRIVATE SUITES AVAILABLE
FOR 2, 3 OR MORE



YOU'VE HEARD OF "HOT TUB FEVER" HOTELS.
NOW IN LAS VEGAS TRY THE CONNECTION

FOR INFORMATION AND RESERVATIONS
386-5724
2466 INDUSTRIAL ROAD
(1 BLOCK WEST OF STRIP)



WHERE
COUPLES
MEET

THIS IS YOUR
"LAS VEGAS CONNECTION"

- Group Jacuzzi
- Large Dance Area
- Suites Available For
2, 3, & 4 Adults
- Group Sauna
- Private Rooms Available
By The Hour



COME & ENJOY
OUR RELAXED ATMOSPHERE
OPEN EVERY DAY EXCEPT
TUESDAY AROUND THE
CLOCK - 11am to 5pm

FOR INFORMATION & RESERVATIONS

CALL: 386-5724
2466 INDUSTRIAL RD.
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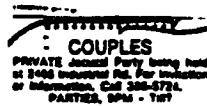


* GROUP SAUNA
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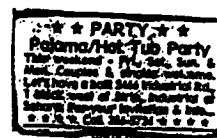
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CALL: 386-5724

Las Vegas Sun
Personals Column
5-21-84



Las Vegas Review Journal
Personals Column
5-23-84



2470 Industrial Road
Las Vegas, NV 89102
May 16, 1984

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

Re: A Apollo Health Spa/Las Vegas Connection

Dear Mr. Cahill:

In response to your letter of May 9, 1984, please be advised that I had already been given verbal approval of my spa and medical practice licenses in person, to me personally, at and by your Department personnel. I responded to your Department's telephone call on May 1, 1984, both with a twenty minute conversation with Dick McGough (your representative) and with my letter dated May 2, 1984, which you received registered mail and receipt of which you acknowledged in Question 6 of your letter dated May 9, 1984.

I hope that by revealing my ethnic background on your "personal history questionnaire" (which your department insisted I complete) on which I stated I was Jewish has nothing to do with your objection of my business.

I have complied by answering all of your seventeen questions and am forwarding a copy of my lease and blueprint. Upon your receipt of this letter of clarification and based upon my original verbal approval, I am resuming my business immediately. I anticipate receiving the written copies of my spa/hotel and medical practice business licenses as soon as possible. If not, I will continue to pursue all legal remedies available.

ANSWER TO QUESTIONS:

1. I intend on establishing a medical practice at 2470 Industrial Road at this time. I intend on hiring other doctors to run the practice who have local residences.

Jerry J. Cahill, Director
Page 2
May 16, 1984

2. Seminars, on any topic, given by myself or one who is licensed to give such seminars in the City of Las Vegas. If this is in violation of any city code or ordinance, seminars will be omitted from my protocol.

3. In the past, at times, my business was also referred to as a "hotel". I adopted this term from the Department of Business Activity, as they informed me if rooms were to be rented, I required a "hotel" license for which I submitted an application. My rooms are actually "slumber rooms" which are rented by the hour. They are only available to patrons utilizing the spa facilities. I have 10 rooms 5'x7', one room 14'x10', one room 7'x11' and one room 15'x10-1/2'. The smaller rooms have a bed, pillow and appropriate linen. The larger rooms have the same, and in addition, other basic appropriate furnishings. Will be provided at a later date.

4. At the present time, I do not intend on having exercise equipment. If I decide to at a later date, you will be notified.

5. Alcohol will not be allowed on the premises.

6. It is my intention to eventually operate a membership club but only after obtaining the appropriate bond and licenses.

7. The name Apollo Health Spa was formerly known as a business exclusive for male homosexuals and upon my re-opening of this facility, their former members were returning. I have no intention of running a business exclusive for male homosexuals and had to change the business name.

8. Social activities are defined as group jacuzzi, group sauna, dancing, conversation in lounge areas, games (i.e., Monopoly, Scrabble, etc.)

9. At this time our hours will be 7 p.m. until dawn, 7 days a week. Hours and days of operation are subject to change according to business productivity.

10. Charges for singles and couples are subject to change according to business productivity.

11. "Hotel rooms" (i.e., slumber rooms) will rent for \$10.00 per hour or less. The convention hall room tax account will be applied for.

0095

Jerry J. Cahill, Director
Page 3
May 16, 1984

12. I am presently searching for appropriate staff. Upon hiring, I will submit their names, social security numbers, dates of birth and their working hours. I may at times be active in the management of the operation.

13. At this time, no massages will be offered.

14. No physical contact between patrons and employees is allowed on the premises.

15. No nudity is allowed on the premises.

16. Lockers, rooms, showers, and restroom facilities are separate for men and women.

17. Terry Gordon is my first cousin. I am the sole proprietor of this business. I make all the decisions in the operations of the business.

Yours very truly,

H. Keith Zupnik '84

H. Keith Zupnik, M.D.

hkz:df
Enclosure

0096

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Las Vegas' Original
Spa and Spa Facility



- 20 private, fully equipped spas with hot tubs, whirlpools, saunas, and more.
- Affordable prices.
- Open 24 hours.
- Sales over 100,000 units.

457-5044
1834 Boulder Highway at Sahara Ave.

Hot Tubs & Spas- Rentals

SPRING FEVER SAUNAS & SPAS
3434 Boulder Hwy LV 457-5044
(See Advertisement On This Page)

Hot Tubs & Spas- Service & Repair

Bob's Pool Repair & Barbitizing 873-1691
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JACUZZI WHIRLPOOL BATH-
AUTHORIZED SERVICE PARTS
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SPAS BY REMEE
2625 E Tropicana Av LV 458-0862

ALSO POOL SERVICE
6021 Vegas Dr LV 648-7951
(See Advertisement On This Page)

BASS POOL & SPAS
REPAIRS-ACID WASHES-MOTOR REP.
ACRYLIC POLISHING-TILE SET.
See Ad At Swimming Pool Contra.
3230 Polaris Av LV 871-9655

THE "YELLOW PAGES"

SPC pay sales dividends!

(See Advertisement On This Page)
ROGER'S REPAIR SERVICE
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SPA WORLD

WE SERVICE
ALL MAKES &
MODELS
REASONABLE RATES
CALL US FIRST
7 DAY SERVICE

SPA WORLD
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Spas Unlimited
2250 E Tropicana Av LV 731
(See Advertisement On This Page)

Hot Tubs & Spas- Supplies & Parts

PARAMOUNT SUPPLY
4125 W Desert Inn Rd LV 876-
(See Advertisement On This Page)
Portable Spas Ltd
4800 S Maryland Py LV 794
Spa World
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SPAS BY REMEE
2625 E Tropicana Av LV 458-

Hot Tubs & Spas- Whse & Mfrs

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Hot Water Heaters

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Water Heaters-Dealers
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Water Heaters-Whse & Mfr.
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Find It Fast!

Personalized Pool Service



- Gas Chlorination
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- quicker - better and for less money than you can do it for yourself!

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COMPLETE POOL & SPA REPAIR
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EXPERT POOL PAINTING
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WE SERVICE WHAT WE SELL
COMMERCIAL POOLS OUR SPECIALTY
CALL TODAY FOR A FREE ESTIMATE
IMMEDIATE SERVICE 24 HRS

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Spas unlimited

WE SERVICE ALL
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CHEMICALS, EQUIPMENT, SUPPLIES
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736-1933

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choice of smart colors that
blend or contrast with your
decor, give the final, perfect
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Classes Designed To Promote
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Open 7 Days
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FLY FITNESS CENTER

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Total Beauty Body &
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FORMERLY SLIM-N-TONE
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WITH EXPERIENCED STAFF TO ASSIST YOU IN PROGRAMMING
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SPECIAL PROGRAMS FOR THE RETIRED MAN
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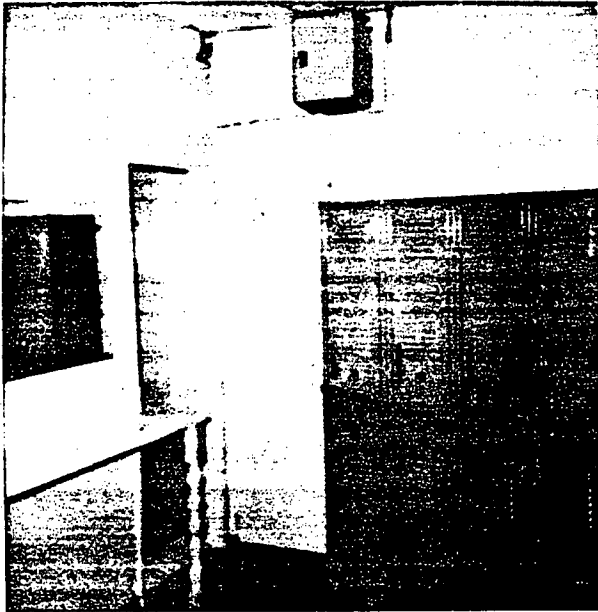
871-0128 736-2992

2409 LAS VERDES
7 DAYS 9AM-7PM

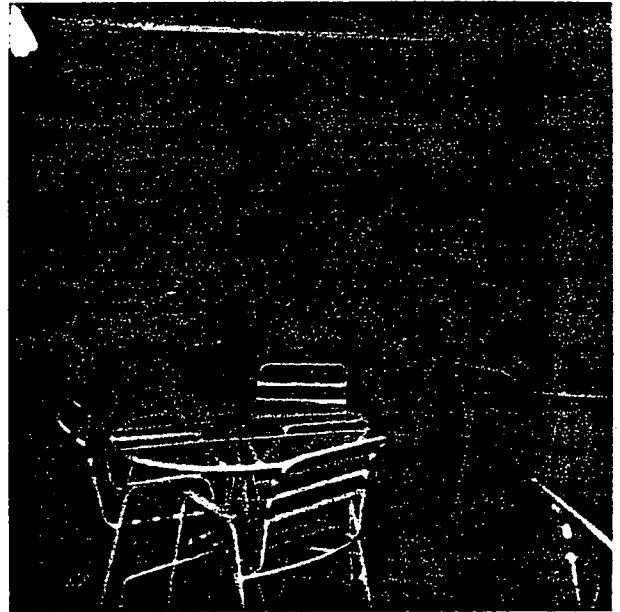
5090 S. MARYLAND PKWY.
MON-FRI. 24 HRS.
SAT. TILL 11 P.M.
SUN. 2-11

0098

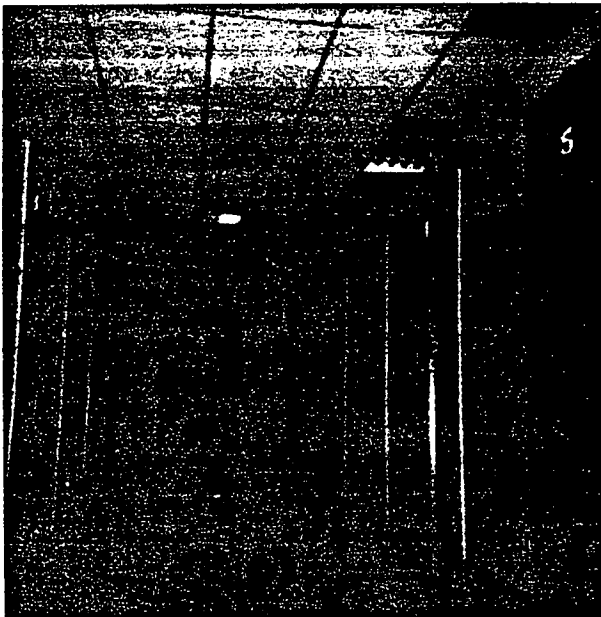
	CLARK COUNTY HEALTH DISTRICT LAS VEGAS, NEVADA		PERMIT IS NOT TRANSFERABLE	
	HEALTH PERMIT		PERMIT NUMBER ▶	03565-3HD-01
THIS CERTIFIES THAT THE ESTABLISHMENT LOCATED AT THE ADDRESS SHOWN BELOW AND OWNED AND/OR OPERATED BY ENTITY INDICATED HAS BEEN FOUND TO BE OPERATING IN CONFORMITY WITH THE HEALTH LAWS AND REGULATIONS PROMULGATED BY THE NEVADA STATE BOARD OF HEALTH AND THE CLARK COUNTY DISTRICT BOARD OF HEALTH. THIS CERTIFICATE GRANTS THE APPLICANT APPROVAL TO OPERATE THE TYPE OF ESTABLISHMENT INDICATED, BUT IS REVOCABLE AT ANY TIME BY THE CLARK COUNTY HEALTH DISTRICT OFFICER FOR FAILURE ON PART OF THE PERMITTEE TO MEET STATE AND DISTRICT HEALTH LAWS AND REGULATIONS.			FEE PAID ▶	13.65
			AREA ▶	L.V.
▼ OWNED AND/OR OPERATED BY ▼			DATE GRANTED	DATE EXPIRED
ZUPNICK, H KEITH			04/01/84	06/30/84
▼ TYPE OF ESTABLISHMENT ▼			SNACK BAR	
LAS VEGAS CONNECTION L V CONNECTION JUICE BAR 2466 S INDUSTPIAL RD LAS VEGAS NV 89102			OTTO RAVENHOLT, M.D. HEALTH OFFICER	
POST IN A CONSPICUOUS PLACE			JULIAN DAVIS SANDHRIANI ISSUED BY	



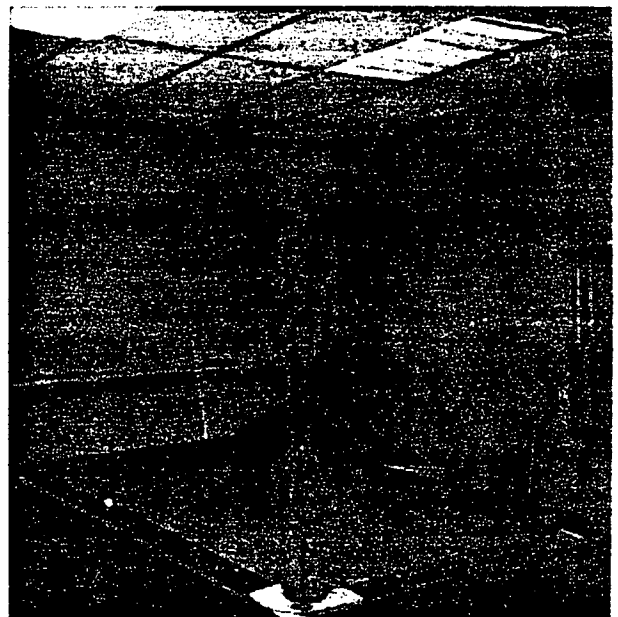
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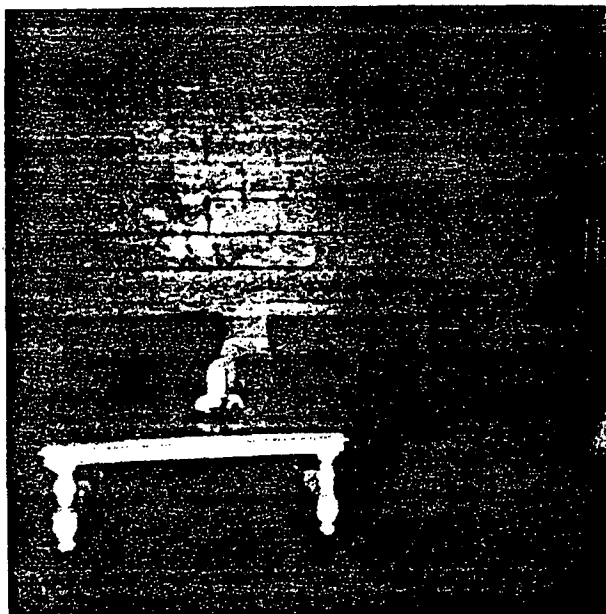
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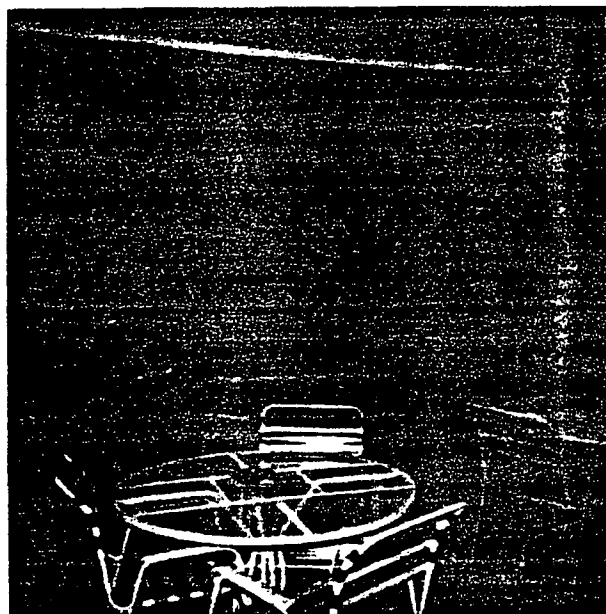
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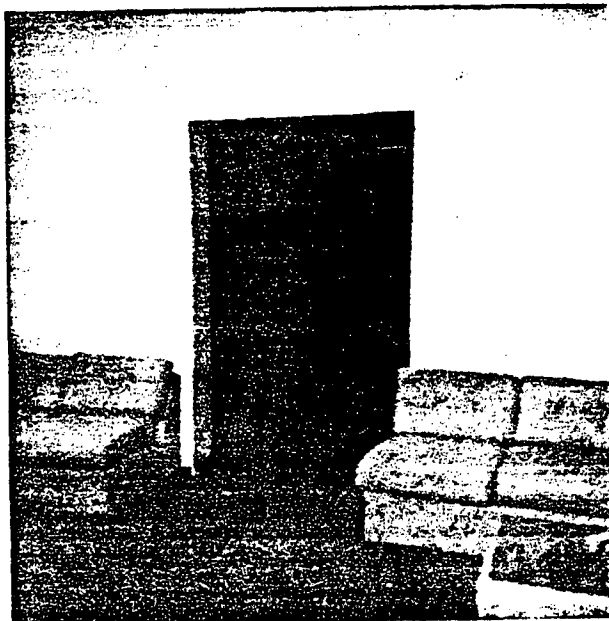
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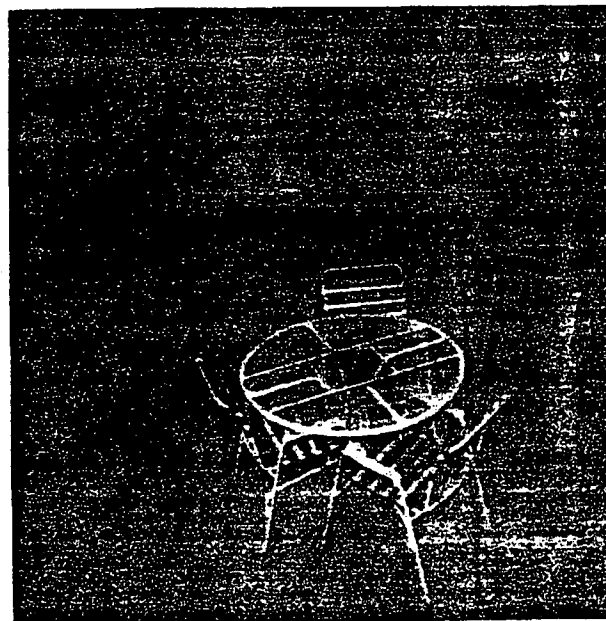
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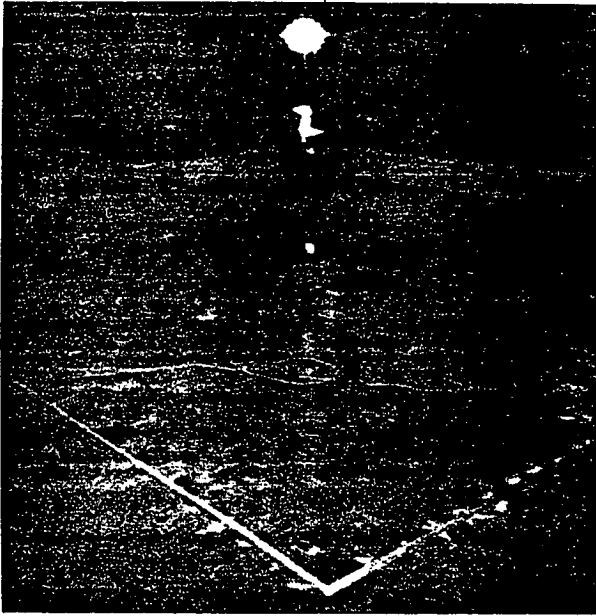
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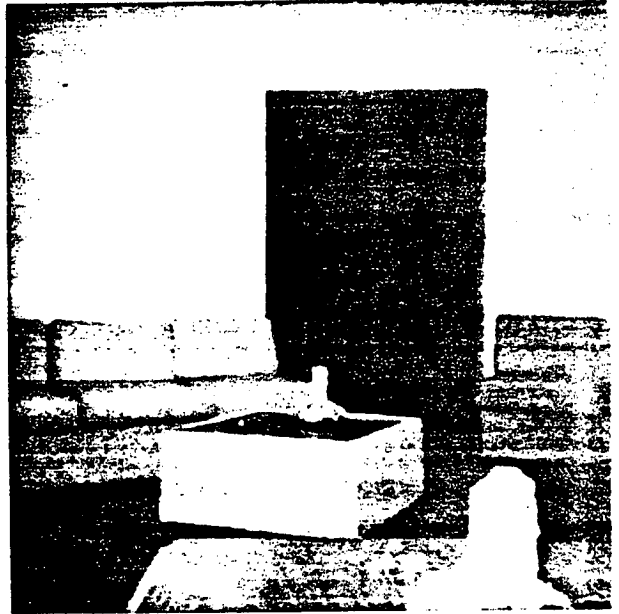
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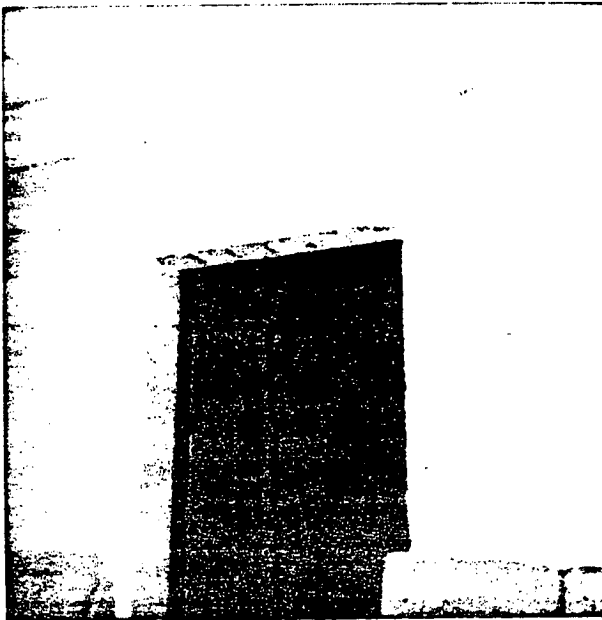
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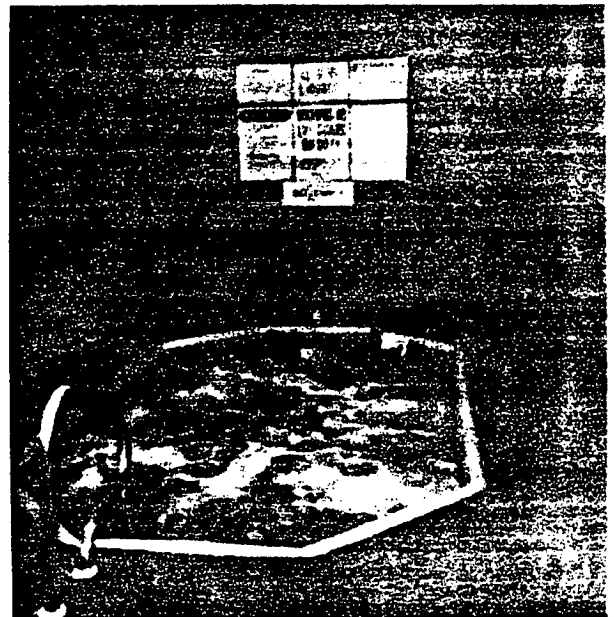
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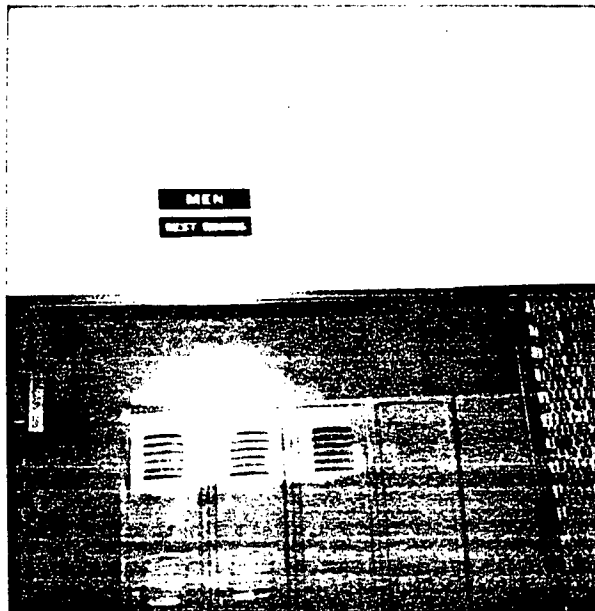
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10 of 13



APPELLANT'S EXHIBIT D
11 of 13



APPELLANT'S EXHIBIT D
12 of 13



APPELLANT'S EXHIBIT D
13 of 13

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984
ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D. Page 1

MAYOR BRIARE: The next is an Appeal on a Denial of Business License. Mr. Ogilvie, are you --

CITY ATTORNEY OGILVIE: Yes.

MAYOR BRIARE: Is there a representative of the Las Vegas Connection present?

MAYOR BRIARE: Yes.

CITY ATTORNEY OGILVIE: Mr. Mayor, while the applicants are coming forward, I would like to have made part of the record the report that is before you on this matter. It's identified as being dated July 6, 1984, to the City Council from Dan Pilkington, Acting Deputy Manager, Subject: Department of Business Activity, July 18, 1984, City Council Agenda, Appeal on Denial of Business License. I would like that item, together with all of the several attachments that are in conjunction therewith, made a part of the record, and on the basis of that report, the City would submit the matter. (MARKED "CLV EXHIBIT A")

ATTY. ROBERT LEGAKES: Robert Legakes, 333 North Rancho, Attorney at Law. We have no objection to that material being submitted on the record for this hearing. Dr. Zupnik is present. Would you introduce yourself, Dr. Zupnik.

DR. H. KEITH ZUPNIK: My name is H. Keith Zupnik, M.D., and my home residence is 6229 Rustling Oaks Drive, Agora Hills, California 91301.

ATTY. DAVID CHESNOFF: Mr. Mayor, David Chesnoff, 333 N. Rancho, Las Vegas. I'm also an attorney representing Mr. Zupnik.

ATTY. ROBERT LEGAKES: Gentlemen, I do have some items here that I would like to be considered and augment the record with them for your consideration.

MAYOR BRIARE: I believe that -- oh, okay.

ATTY. ROBERT LEGAKES: The -- may I proceed, Mr. Mayor?

MAYOR BRIARE: Judge, would you describe what these things are.

ATTY. ROBERT LEGAKES: Alright, sure. What I've done, Councilmen, is provide for your consideration the fact that Dr. Zupnik has received a business license for a medical doctor at 2470 Industrial Road and has paid the fee for the same. I've also enclosed some photographs which I personally took which depict the interior of 2466 and 2468 Industrial Road which are contiguous to the medical

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

Page 2

ATTY. ROBERT LEGAKES:

practice office which reflect the interior of that location where the applicant has made application for a health spa facility which in fact is a continuation of the same type of business that was occurring there previously. The denial is based on the facts alleged that the application has been incomplete, fraudulent, false, or misleading. I would briefly like to state that we take exception to those conclusions that the material submitted before the Council are not a basis for denial of this license. The City ordinance provides that the information required is the applicant's business organization structure. He's provided that. He has in addition provided the proposed business operation and location, to wit, health spa 2466 Industrial Road, name and address of each principle. As the sole proprietor, he has no principles other than himself, and City Code 602.80 provides that other information may be required which relates to applicant's qualifications, acceptability or fitness for a license. Now certainly, a medical doctor is imminently qualified to hold such a license, and I would submit that the denial in this case in arbitrary. The application is in conformity with the County ordinance. Dr. Zupnik is here to answer your questions relating to any concerns you may have with his relationship to Terry Gordon. Approval has been made by the Planning, Fire and Health Department, and in addition for your consideration, I have submitted Yellow Page advertisements for the Spring Fever establishment that's located in this community which is the same or similar nature that the City investigators are apparently complaining about. So with that introduction, I would ask Dr. Zupnik to make a statement to you. (SEE APPELLANT'S EXHIBITS A, B, C & D.)

DR. H. KEITH ZUPNIK:

Yes, I'm quite shocked to admit I was denied the license for the Las Vegas Connection. I still don't really understand why I've been denied that license except for the fact that Terry Gordon's my cousin. I'm just now aware of why that should deny me my license.

MAYOR BRIARE:

Anything else, Doctor?

DR. H. KEITH ZUPNIK:

Yes. The Las Vegas Connection is not conducting any illegal activities nor will it ever, and I feel I have complied with every City ordinance or statute in reference to applying for application for license and in conducting my business.

MAYOR BRIARE:

Now, Mr. Legakes, you had no objections to the entry in the record to that material which was described by Mr. Ogilvie, so that being the case, you're aware of

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

Page 3

MAYOR BRIARE: the material that we have upon which we must base some sort of a judgment, if that's the pleasure of the Council?

ATTY. ROBERT LEGAKES: I have received the materials, which I think --

MAYOR BRIARE: Fine. Questions by the Council members? Councilman Lurie.

COUNCILMAN LURIE: Well, Mayor, I have a question. You gave your address as being out of the State of Nevada.

DR. H. KEITH ZUPNIK: Yes.

COUNCILMAN LURIE: How can you make daily decisions on the operation when you're not even going to be available?

DR. H. KEITH ZUPNIK: I have a manager running the place.

COUNCILMAN LURIE: You have a manager?

DR. H. KEITH ZUPNIK: Yes.

COUNCILMAN LURIE: Has that manager filed an application to be approved in your absence to make those decisions?

DR. H. KEITH ZUPNIK: I'm not certain.

COUNCILMAN LURIE: Because until we would have an application of a person who is on the premises responsible for the everyday decision-making policies, I wouldn't vote for the application with you being out of Las Vegas, and with your connections with your cousin, definitely, I would not support this application until such time as we had somebody local that was responsible in your absence.

DR. H. KEITH ZUPNIK: That can be arranged.

COUNCILMAN LURIE: That's only the first thing on that item.

COUNCILMAN LEVY: These are your ads?

DR. H. KEITH ZUPNIK: Yes.

COUNCILMAN LEVY: These are your ads in your --

DR. H. KEITH ZUPNIK: Yes, I was advised on the advertisement.

COUNCILMAN LEVY: Pardon?

DR. H. KEITH ZUPNIK: I received advisement on the advertisement.

COUNCILMAN LEVY: Who advised you, your cousin?

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

Page 4

DR. H. KEITH ZUPNIK:

Yes. He has experience in business.

COUNCILMAN LEVY:

Yes, we know.

MAYOR BRIARE:

Further questions by the Council?

ATTY. ROBERT LEGAKES:

I would state, gentlemen, that the conclusions that are submitted on behalf of the City are really obnoxious. They're alleging that Dr. Zupnik is a front for possible illegal vice-related activity. Under the temporary restraining order that we have obtained in District Court, the operation has been opening, has been operating for approximately a month. I'm confident that the place has been under constant surveillance. No arrests, illegal activity of any nature has been perceived. The mere fact that this man is related to somebody who apparently has a bad reputation in the eyes of this Council would seem to be repugnant to the oath of office that -- and pledge of allegiance that we're all -- just stated in this Chambers, and I would submit that this man is qualified and would rule for his approval.

COUNCILMAN LEVY:

Judge, you're on that side of the fence today.
I'LL MOVE TO DENY THE APPLICATION.

CITY ATTORNEY OGILVIE:

Before you make the motion, I would like to ask my deputy, Bob Yeargin, if he has any questions, and also, if he has any objections to the introduction of the materials which Mr. Legakes offered to the Council.

MAYOR BRIARE:

Doctor, would you step aside, please, and allow the gentleman to answer.

DEPUTY CITY ATTORNEY
ROBERT YEARGIN:

Robert Yeargin, Deputy City Attorney. I have no objections to entering the information that Mr. Legakes has brought along today, but I think one thing should be made clear at the same time, that Dr. Zupnik's application for a physician's license has in fact been approved. He does in fact have a license to do business as a physician in the City of Las Vegas, but that should not be confused with his application to do business with the health spa, even though they may be on the same -- that they may be in adjacent premises. The concerns that are set forth in your agenda documentation as regards the application for the health spa are separate and apart from his physician's business license. I would add one other thing at the same time. As regards Spring Fever, Spring Fever is in the County and not in the City, so the City has not approved anything that is similar to what is proposed for the Las Vegas Connection. Thank you.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

Page 5

MAYOR BRIARE:

Counselor, did you want to make any final comment? We have a motion before us upon which the Council will deliberate.

ATTY. ROBERT LEGAKES:

Well, before the Council makes their vote on that, Mr. Chesnoff would like to address the Council for a moment.

ATTY. DAVID CHESNOFF:

Gentlemen, it seems as though the doctor is caught between a rock and a hard place by the standards that are demanded of him by the City. Apparently, one of the grounds for denial is the fact that he is alleged to have provided too much information, thereby leading to the confusion on the part of licensing as to the purpose of the business. Firstly, we would suggest to you that there is no confusion. All of the additions that the doctor has supplied, he has done so in good faith to describe the development of his business, and as City Councilmen, I'm sure everybody's concerned with the business growing and developing. Everything that he has manifested as his intention for the purpose of the building is related to health activities. The sale of vitamins, the use of jacuzzis, and so on, as we can all take notice, that although they may be recreational to some people, they were created for purposes of health. The City Attorney's Office has just made an interesting comment and that is that the doctor has been licensed as a physician and it would seem to us that the scrutiny that one would receive when seeking a license to be a physician and treat people who are citizens of the City of Las Vegas would be of the highest level. If in fact Dr. Zupnik is qualified in that instance to be licensed to practice medicine, it would seem inconsistent to suggest that a doctor who wishes to run a health spa or operate a health spa should be denied. The standard would seem somewhat different. There are those people who run health spas in Las Vegas who are not medical doctors and yet the City or the County sees fit to allow them to operate. There is nothing about the operation that is inconsistent with the running of a health spa. That has been the doctor's intention. What we have here is a situation that's quite clear and that is when the doctor is associated with his cousin, he finds himself in a position where the licensing people are hostile towards him. Everybody on this Board is aware that the First Amendment is a preferred right that citizens have. That is a right to associate with other people. It's very difficult for one not to be in Las Vegas and have relatives and not be associated in some respect. Further, the question Councilman Levy asked was regarding the advertising and whether or not Mr. Gordon participated. We would represent, and I believe Dr.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

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ATTY. DAVID CHESNOFF:

Zupnik would represent this to you, that Mr. Gordon is not profiting from this business, that his only interest in advising his cousin is because of the fact that they are related and his uncle has asked Mr. Gordon to help Dr. Zupnik who is new in the community with regard to his business. It seems clear that the only basis for the denial is the fact that he's associated with an individual who he doesn't even have the benefit of really being given an opportunity by way of due process to defend himself. He's being asked to defend his cousin --

COUNCILMAN LEVY:

No, this is your assumption. That's your assumption, sir.

ATTY. DAVID CHESNOFF:

Well, so far, Councilman, all the questions --

COUNCILMAN LEVY:

I think these newspaper -- these ads in the Las Vegas Mirror --

MAYOR BRIARE:

Councilman, why don't we allow him to go ahead and finish his statement. This is not a time for this. There's no debate going back and forth. The debate comes up here.

ATTY. DAVID CHESNOFF:

Fine, Mr. Mayor. I would respectfully submit to you gentlemen that those advertisements are also sufficient. There's nothing unduly suggestive about them. The health spas in this community have parties regularly. The Sporting House has parties. There's swimming parties. There are parties that involve the jacuzzi. There are dances. All the things that Dr. Zupnik has other health spas in this community already have, and I would hope that the association with his cousin is not the basis because it shouldn't be. He has a right to associate with the people of his choice. He is not -- he has represented to you honestly that his cousin is not a principle, and to suggest an individual as the sole proprietor of a business cannot seek advice from others without arising them to the level of a principle is inconsistent. I would just ask that you grant this appeal specifically because he has done everything he can to respond to the inquiries of the City. He has completed his applications. He has responded to a letter where 17 questions were asked completely. He is here present for you to question. He has done everything he can to manifest a sincere interest in operating a business in Las Vegas and he finds himself at a dead end. And we would ask that you grant the appeal, gentlemen.

MAYOR BRIARE:

There have been so many new lawyers or young people who have grown up in Las Vegas and gone to law school and are now practicing law that I don't recall. Are you practicing here with Mr. Legakes?

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

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ATTY. DAVID CHESNOFF: We're in separate offices.

MAYOR BRIARE: Oh, but you are a Nevada lawyer?

ATTY. DAVID CHESNOFF: Yes, I am.

MAYOR BRIARE: Yes, okay. I didn't know. You might have come -- maybe the doctor brought his lawyer with him from Southern California and I know you have to associate with a --

ATTY. DAVID CHESNOFF: I have a City license. (Laughter.)

MAYOR BRIARE: Did you have any problem getting your City license? (Laughter.)

ATTY. DAVID CHESNOFF: None at all. Not yet.

MAYOR BRIARE: Did you represent yourself?

ATTY. DAVID CHESNOFF: We just applied.

MAYOR BRIARE: Okay, then I think we've heard everything, Mr. Legakes.

ATTY. ROBERT LEGAKES: Fine. In the alternative, gentlemen, we would ask that if the Council would -- does not approve the license, that they would consider a 60-day temporary license and at the end of that time, a review could be made. This is not a sexually-oriented business. The doctor's a legitimate business man and he's investing large sums of money.

MAYOR BRIARE: I know. You're restating something that's been stated by yourself and also by your associates.

ATTY. ROBERT LEGAKES: I submit my case.

CITY ATTORNEY OGILVIE: Mr. Mayor, I would like Deputy City Attorney Bob Yeargin to rebut what Mr. Chesnoff has just said.

MAYOR BRIARE: Well, if you're asking that, Mr. Ogilvie, you're our legal counsel and we'll do it, but now then, are we going to give them an opportunity then to discuss what your deputy's going to talk about, and then we'll just take the rest of the morning.

CITY ATTORNEY OGILVIE: No, I think the rules of pleading allow us to rebut what the other side has said because they've had the last ups right now.

MAYOR BRIARE: Well, I'm asking -- well, actually then, they're going to have the last ups and we're going to be here the rest of the morning.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 18, 1984

ITEM III-F - APPEAL ON DENIAL OF BUSINESS LICENSE - H. KEITH ZUPNIK, M.D.

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CITY ATTORNEY OGILVIE:

That is the way it goes.

MAYOR BRIARE:

This will be the final statement.

COUNCILMAN LEVY:

This is the last up.

MAYOR BRIARE:

Final statement.

DEPUTY CITY ATTORNEY
ROBERT YEARGIN:

Thank you, Mr. Mayor. I'll be brief. I think two points should be made to avoid any confusion in your decision making. The first is that the recommendation that's before you is not on the basis -- it's not made on the basis of the applicant's relationship with Terry Gordon. It's made on the basis of the state of the application itself. It is incomplete. Part of our contention is that Terry Gordon is in fact a principle of the business as defined by the Las Vegas Municipal Code. We further have difficulties with the fact that he did not answer all the questions that were put to him or he was not responsive to the questions. All of that is set out in the material before you. Finally, you should be aware of the fact that business is being, or has been conducted there without benefit of a business license, and two citations are issued once by Metro and once by the Department of Business Activity. I think all of these things should be taken into consideration in your decision. Thank you.

MAYOR BRIARE:

And also the fact that Mr. -- I believe Mr. Legakes has filed an action in the District Court and has a restraining order, or something of that nature, Bob?

ATTY. ROBERT LEGAKES:

That's true.

MAYOR BRIARE:

Comments on Councilman Levy's motion to deny the appeal?

COUNCILMAN LEVY:

I see my motion still stands.

MAYOR BRIARE:

AND THE MOTION IS TO DENY THE APPEAL?

COUNCILMAN LEVY:

Yes, sir.

MAYOR BRIARE:

Comments by the Councilmen? (No response.) Cast your votes. Post. The motion's APPROVED. Mr. Legakes, your appeal has been denied.

AGENDA*City of Las Vegas*

July 18, 1984

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

Page 6-A

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1400

H. LIQUOR & GAMING -- Change of Ownership

1. From: Sundance Associates, a limited partnership --

General Partners:

Sundance Hotel & Casino, Inc., 2%

Allan D. Sachs, 2%

Herbert L. Tobman, 1%

Jay Hechtman, 1%

Limited Partner:

Trans-Sterling, Inc., 94%

TO: *JDG, INC.

dba

SUNDANCE HOTEL & CASINO
301 East FremontGeneral On-Sale License
Nonrestricted GamingJohn D. Gaughan, Sole
Officer/Director, 100%*Subject to the provisions of the
Planning, and Fire codes and
Health Department regulationsAlso subject to final State Gaming
approval on July 18, 1984ADDENDUM NO. 1NOTE: This item to be heard after 2 p.m.
to comply with the open meeting
law.

APPROVED AGENDA ITEM

*mp Coe*Lurie -
APPROVED, subject
to the provisions
and final State
Gaming approval.
UnanimousNote: Action taken
in PM Session.

Staff to proceed

Atty. Jack Godfrey
appeared on behalf
of JDG, Inc.

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0112

City of Las Vegas

July 18, 1984

CITY COUNCIL

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

1028

- A. REQUEST APPROVAL TO ACCEPT \$1,000 FROM VALLEY BANK AND \$1,000 MATCHING FUNDS FROM CONVENTION AUTHORITY DOLLARS EARMARKED FOR PARK DEVELOPMENT TO BUILD LORENZI PARK PICNIC SHELTER.

Lurie -
APPROVED
Unanimous

Staff to proceed

1028

- B. CHANGE ORDER FOR PROJECT NO. 84.0600.1 - LIGHT INDUSTRIAL FACILITY FOR NUCLEUS PLAZA.

Lurie -
Motion APPROVED
as recommended.
Unanimous
(Christensen excused)

Staff to proceed

1029

- C. REQUEST PERMISSION TO ENTER NEGOTIATIONS FOR ADDITIONAL ARCHITECTURAL SERVICES WITH JACK MILLER & ASSOCIATES (JMA) CONCERNING THE LIGHT INDUSTRIAL PROJECT AT NUCLEUS PLAZA SHOPPING CENTER.

Lurie -
APPROVED request.
Unanimous
(Christensen excused)

Staff to proceed

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 11, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER SUBJECT: REQUEST APPROVAL TO ACCEPT \$1,000 FROM VALLEY BANK AND \$1,000 MATCHING FUNDS FROM
CONVENTION AUTHORITY DOLLARS EARMARKED FOR PARK DEVELOPMENT TO BUILD LORENZI PARK
PICNIC SHELTERPURPOSE/BACKGROUND

In April 1984 Valley Bank held an employee picnic for more that 2,000 persons at Lorenzi Park. The catered, all-day affair was coordinated by the Recreation and Leisure Activities Department which provided recreation equipment, picnic facilities and preparation of the portion of Lorenzi set aside for Valley Bank. The service received by Valley Bank from the park staff was so commendable that the Bank wants to donate \$1,000 to build a picnic shelter, complete with barbecue and tables, at Lorenzi Park.

FISCAL IMPACT

\$1,000 donation from Valley Bank.

\$1,000 matching funds from Convention Authority funds already earmarked for City parks and recreation use.

RECOMMENDATIONS

It is recommended that the City Council accept the \$1,000 from Valley Bank and approve \$1,000 matching funds from the Convention Authority dollars already set aside for City parks and recreation.

Agenda Item

IV. (a) A.

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 12, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGERSUBJECT: CHANGE ORDER FOR PROJECT NO. 84.0600.1 - LIGHT INDUSTRIAL FACILITY FOR
NUCLEUS PLAZAPURPOSE/BACKGROUND

During the course of construction activities at the Nucleus Plaza Light Industrial Facility, it was discovered that the roof of the facility was substandard and would require more substantial repairs than originally anticipated. As a result, the contractor, Martin/Harris Construction, was asked to provide an estimate of what costs would be involved to bring the roof into compliance with the 1982 Uniform Building Code (UBC) requirements for new construction (copy of estimate attached). The estimated cost for the roof is \$162,062.65.

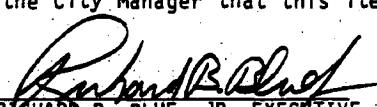
Since this is a Federally-funded project, efforts are currently underway to secure additional funding for the change order. However, in order to prevent additional cost assessments by the contractor for delays in construction activities, authorization to proceed must be given to the contractor relatively soon. Therefore, approval of this change order is requested.

FISCAL IMPACT

Federally funded - EDA Title I, Community Development Block Grant - \$162,062.65.

RECOMMENDATIONS

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


RICHARD B. BLUE, JR. EXECUTIVE
ASSISTANT TO CITY MANAGER

Agenda Item

IV.(a) B.



MARTIN-HARRIS CONSTRUCTION

June 28, 1984

J. M. A. Architects
4292 Maryland Parkway
Las Vegas, Nevada 89109

[JUN 28 1984]

JUN 28

Attention: Glenn Ashworth

Re: R.F.E. #6

Dear Sir:

We are pleased to submit our quotation on the above-referenced additional work to our contract at the Nucleus Plaza. This quotation is based on the specifications and drawings issued by your office entitled R.F.E. #6. We do acknowledge the receipt of one addendum by telephone for the items listed below:

- A. Add 5 each overflow roof drains to the area between Column line 1 and Column line 12.
- B. Add the diaphragm blocking for the pre-engineered roof trusses at the midspan and lower end areas only. This would apply to every other spacing between the pre-engineered roof trusses.

On the enclosed sheet you will find an itemized breakdown for each subcontractor that is involved in this change order. I have also broken down labor and materials for each of the involved trades.

At this point, we have used approximately 56% of our allotted 170 days to complete the project as defined by the contract documents. However, according to the last submitted pay request by Martin-Harris it showed a completed work status of approximately 32% of the contract. Therefore, we are requesting a time extension for seven weeks or 49 calendar days at a total cost of \$10,661. This request for a seven-week time extension is based on getting an approval on R.F.E. #6 by July 6, 1984. If the approval is not granted at that point in time, then this time extension must be revised to add additional days or weeks until the date that Martin-Harris Construction receives official authorization to proceed on R.F.E.#6.

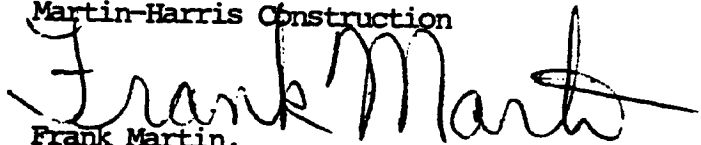
J. M. A. Architects
June 28, 1984
Page Two

If you have any further questions or if I can be of any further service, please don't hesitate to call me.

Thank you.

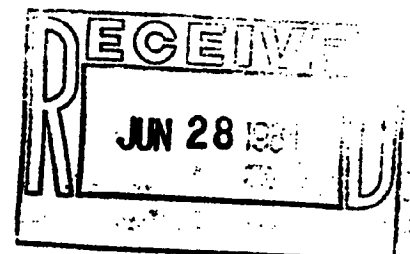
Yours very truly,

Martin-Harris Construction


Frank Martin,
President

FM:tap

Enclosures



VEGAS STEEL

- A. Furnishing F.O.B. to the jobsite all the miscellaneous angles, channels and plate steel.

Materials	856.75
Fabrication Labor	1,285.13

SPRING VALLEY PLUMBING

- A. Furnish & install all materials as required to provide the roof drains and overflows.

Materials	7,937.01
Labor	3,190.63

HOWARD ROOFING

- A. Furnish & install all materials as required for the hot map roofing system complete with the required 10-year guarantee.

Labor	15,053.94
Materials	18,163.06

SILVER STATE STUCCO

- A. Furnishing & installing the additional lath & plaster on the new parapet walls.

Materials	1,978.50
Labor	3,462.50

FORD CONTRACTING

- A. Furnish & install the addl. 2½" metal studs & track under the existing T & G decking.
- B. Paint the additional plaster & drywall.
- C. Furnish & install the required drywall for the draftstop & the firewalls on line 12.

Materials	3,912.23
Labor	6,598.87

UNIVERSAL INSULATION

- A. Furnish & install R-19 fiberglass insulation in the new attic area throughout the project.
- B. This contractor has already purchased the specified rigid insulation & has it in stock. Due to the special order thickness the manufacturer has refused to restock this item. Therefore, we cannot issue a credit for this material. However, we are issuing a credit for the installation of this material.

Page Two

ORVIN FIRE PROTECTION

- A. Provide the required engineering, fabrication & installation to furnish a fire protection system for the new attic area. This system shall be approved by all governing agencies.

Materials	6,578.75
Labor	7,357.25

M. J. WOODS & ASSOCIATES, INC.

- A. Furnish & install the additional flashings, counterflashings & general sheet metal.
- B. Extend the specified return air & supply air plenums.
- C. Furnish & install the additional access doors.

Materials	2,698.69
Labor	6,691.31

STRATTON ELECTRIC

- A. Extend the electrical feeders to the revised A-C locations.

Material	127.20
Labor	197.80

CENTURY STEEL

- A. Provide F.O.B. to the jobsite the required reinforcing steel for the new col. footings.

Material	58.01
----------	-------

HOME LUMBER CO.

- A. Provide the 5/8" plywood as per the public bid advertisement. 11,223.87

HOME LUMBER TRUSS CO.

- A. Provide the pre-engineered trusses as per public bid advertisement. 20,785.00

MARTIN-HARRIS CONSTRUCTION

- A. Provide miscellaneous framing materials, framing hardware & nails.
- B. Provide framing & concrete labor & materials.

Framing Lumber	6,968.34
Nails L.S.	810.00
Framing Labor 1395 @28.77	40,134.15
Concrete Materials	381.50
Equipment Rental	1,210.20
Labor	1,612.30

Sub Total	184,114.76
-----------	------------

Page Three

Sub-Total continued	184,114.76
Roofing Credit	(55,735.00)
	128,379.76
8% Overhead	10,270.38
	138,650.14
7% Profit	9,705.51
	148,355.65
7 weeks Time Extension @1523.00	10,661.00
Total	\$ 159,016.65

Time Extension
7 weeks @1523.00.

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 12, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGERSUBJECT: REQUEST PERMISSION TO ENTER NEGOTIATIONS FOR ADDITIONAL ARCHITECTURAL SERVICES WITH
JACK MILLER & ASSOCIATES (JMA) CONCERNING THE LIGHT INDUSTRIAL PROJECT AT NUCLEUS
PLAZA SHOPPING CENTERPURPOSE/BACKGROUND

Although considerable time has been spent in the preparation of drawings and documents for roof redesign on the Nucleus Plaza Project, there is a question as to whether or not JMA is due the entire additional compensation and we are, therefore, only requesting permission at this time to **begin** this negotiation. At such a time as a figure has been agreed upon, the Council will be requested to review the project.

FISCAL IMPACT

To be negotiated.

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager that permission be granted to staff to enter into negotiations with the architectural firm, Jack Miller & Associates (JMA).

Agenda Item

IV.(a) C.

0121

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM

Council Action

Department Action

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

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

1030

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

1. Service and Material Warrants
In the amount of \$3,467,788.78
2. Payroll Warrants
In the amount of \$790,057.36
3. Other Warrants and Investments
In the amount of \$525,689.02

Lurie -
APPROVED Items 1
thru 3.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

A. AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

I. BUDGETED VACANT POSITIONS TO BE FILLED:

<u>DEPARTMENT</u>	<u>POSITION(S)</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Parks, Recreation & Sr. Citizen Activities	Recreation Leader	\$1,406- 1,709	General
Public Services	Field Operations Engineer	\$2,708- 3,446	General
Public Services	Chief, Streets Division	\$2,458- 3,185	General
Personnel & Employee Relations	Labor Relations Officer	\$2,708- 3,446	General
Design & Development	Parking Enforcement Officer	\$1,371- 1,667	General
Community Planning & Development	Administra- tive Secretary	\$1,458- 1,789	General

Lurie -
APPROVED
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

mp Cool

1030

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 10, 1984

TO: The City Council

FROM: DAN PILKINGTON
ACTING DEPUTY CITY MANAGER

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

PURPOSE/BACKGROUND

Of the 1,608 positions in the City's 1984-85 Fiscal Budget, 8.5% (137 positions) are currently vacant.

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

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

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	<u>AUTHORIZED POSITIONS</u>	<u>NUMBER OF EMPLOYEES</u>	<u>VACANCIES</u>	<u>FILL EXISTING VACANCIES</u>	<u>FILL NEW POSITIONS</u>	<u>TOTAL REQUESTED</u>
Appointive	153	143	10	4	0	4
Classified	1137	1088	49	2	0	2
Contract	17	14	3	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>292</u>	<u>217</u>	<u>75</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1608	1471	137	6	0	6

FISCAL IMPACT

The six vacant and budgeted positions shown above are included in the City's approved fiscal year '84-85 budget. There are no additional non-budgeted expenses associated with these positions.

RECOMMENDATION

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

RECOMMENDED

Jan Tait
Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV. (c)

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0125

City of Las Vegas

July 18, 1984

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

ITEM

Council Action

Department Action

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

1030

A. SET DATE FOR PUBLIC HEARING TO
ALLOCATE REMAINING TENTH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM FUNDS
RECOMMENDED DATE: September 5, 1984

Lurie -
Motion to set date
for Public Hearing
on 9/5/84 at 2:00 PM
carried unanimously.
(Christensen excused)

9/5/84 Agenda

APPROVED AGENDA ITEM

mp Core

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 16, 1984TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGERSUBJECT: SET DATE FOR PUBLIC HEARING TO ALLOCATE REMAINING TENTH YEAR COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM FUNDS - RECOMMENDED DATE: SEPTEMBER 5, 1984PURPOSE/BACKGROUND

On June 20, 1984, the City Council voted to withhold \$250,000 of Community Development Block Grant funds previously committed to the Las Vegas Opportunities Industrialization Center (OIC). At this time, we request that a date be set to hold a public hearing for these funds; staff recommends that September 5, 1984 be set as the public hearing date.

FISCAL IMPACT

\$250,000 in Tenth Year Community Development Block Grant funds

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager that this public hearing be set for September 5, 1984.

Agenda Item

IV. (d) A.

AGENDA*City of Las Vegas*

JULY 18, 1984

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

ITEM

Council Action

Department Action

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

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

1031

PURCHASING & CONTRACTS DIVISION*A. AWARD OF BIDS

1. Paper Cutter
Department of General Services

*B. AWARD OF ANNUAL CONTRACTS & AGREEMENTS

1. Expendable Building Glass Replacement
Department of General Services

*C. PURCHASE ORDER APPROVAL

1. Telephone Communications Consultant
Department of General Services

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

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: JULY 6, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 18, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	ONE (1) EACH POWER PAPER CUTTER	<u>BID NUMBER:</u>	84.3310.1
<u>ITEM:</u>	CAPITAL	<u>ESTIMATE:</u>	\$11,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	4
<u>FUNDING:</u>	GRAPHIC ARTS INTERNAL SERVICE FUND	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE THE PRESENT NINETEEN-YEAR OLD CUTTER THAT IS INADEQUATE FOR THE NEEDS OF GRAPHIC ARTS SERVICES AND IN CONSTANT NEED OF REPAIR.

BID ABSTRACT SUMMARY

ROYAL AMERICAN PRODUCTS	LOS ANGELES	CA	\$10,300.00
HEIDELBERG WEST, INC.	BRISBANE	CA	\$10,500.00
A. B. DICK PRODUCTS	LAS VEGAS	NV	\$10,547.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

ROYAL AMERICAN PRODUCTS	LOS ANGELES	CA	\$10,300.00
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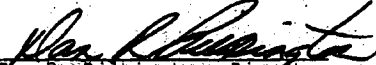
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE GRAPHIC ARTS INTERNAL SERVICE FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: JULY 6, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 18, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. <u>BID TITLE:</u>	GLASS REPLACEMENT	<u>BID NUMBER:</u>	84.9999.97
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$15,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	2
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO REPLACE BROKEN GLASS AT VARIOUS CITY OF LAS VEGAS FACILITIES.

BID ABSTRACT SUMMARY

OLSON GLASS	LAS VEGAS	NV	10,596 POINTS
BEALS ROYAL GLASS	LAS VEGAS	NV	7,356 POINTS

STAFF RECOMMENDATION OF AWARDTHAT THE HIGH POINT BID BE AWARDED TO:

OLSON GLASS	LAS VEGAS	NV	10,596 POINTS
	ESTIMATED ANNUAL USAGE:		\$15,000.00

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 B PAGE 1
IV (f)

AGENDA DOCUMENTATION

Date: JULY 6, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 18, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	PROFESSIONAL SERVICES	<u>PURCHASE REQUEST:</u>	1223-0079
<u>DESCRIPTION:</u>	TELEPHONE COMMUNICATIONS CONSULTANT	<u>FUNDING:</u>	CAPITAL PROJECTS
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>ESTIMATE:</u>	\$10,000.00

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO OBTAIN THE SERVICES OF A PROFESSIONAL TELEPHONE COMMUNICATIONS CONSULTANT TO CONDUCT A PHASED STUDY OF THE CITY'S EXISTING TELEPHONE SYSTEM, DEVELOP COMPETITIVE LATEST STATE OF THE ART TECHNICAL SPECIFICATIONS AND TO SUBMIT WRITTEN RECOMMENDATIONS FOR IMPROVEMENTS TO THE OVERALL SYSTEM.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

COM CONSULTANTS	DIAMOND BAR	CA	\$9,800.00
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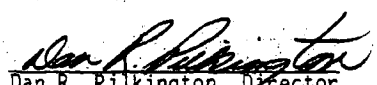
FISCAL IMPACT

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

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 1
IV (f)

AGENDA*City of Las Vegas*

July 18, 1984

Page 12

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

ITEM

Council Action

Department Action

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

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

1032

*A. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant, Bargain and Sale Deed
From: Nevada Catholic Welfare Bureau, Inc.
To: City of Las Vegas
For: Portion of the NW-1/4, Sec. 5, T21S, R62E, M.D.M., as a benevolent gift of their 50% interest in an approximate 9,000 sq. ft. parcel of land through which the Lamb Blvd. relief sewer line is planned.
(5/31/84)

Lurie -
APPROVED
Items A & B as
recommended.
Unanimous

Staff to proceed

B. APPROVAL OF TRAFFIC AND PARKING ITEMS

Traffic and Parking Commission recommends approval of the following items:

1. Request for a driveway variance at 908 East Oakey Boulevard.

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

2. Request for a 30 minute commercial loading zone on South First Street near Coolidge Avenue.
3. Request for a 15 minute time limited parking zone at 509 West Jackson Avenue.

Lurie -
APPROVED
Items A & B as
recommended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM*mp Core*

AGENDA DOCUMENTATION

Date: July 12, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: REQUEST FOR A DRIVEWAY VARIANCE AT 908 EAST OAKLEY BOULEVARD

PURPOSE/BACKGROUND

The current City of Las Vegas standard requires a minimum of six feet from the beginning of the depressed curb section of a driveway to the side property line. Richard Nelson requests a driveway variance at 908 East Oakley Boulevard. The request is to allow a driveway to begin less than 6 feet from the property line. Approval of the variance will allow the homeowner to construct a circular drive, which will eliminate the need to back out onto Oakley Boulevard.

Homeowners adjacent to the subject property have indicated that they have no objection to the variance.

The Traffic and Parking Commission considered this item at its regular meeting of June 28, 1984.

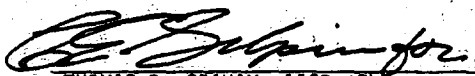
FISCAL IMPACT

None.

RECOMMENDATIONS

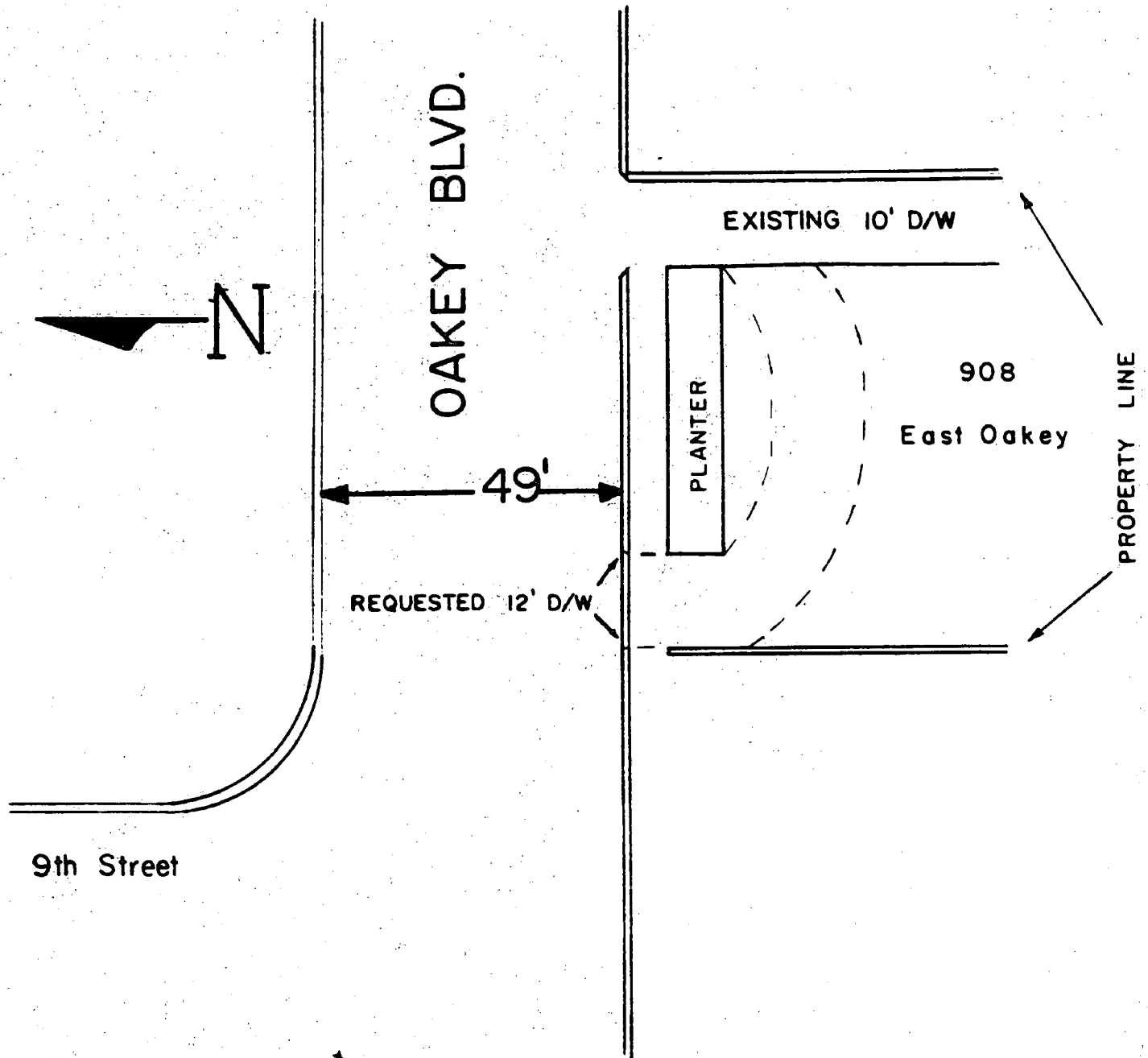
The Traffic and Parking Commission recommends approval of the driveway variance to allow a driveway within six feet of the property line.

Staff concurs.


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

Agenda Item 7/18/84

IV (h). B. 1.



REQUESTED DRIVEWAY VARIANCE AT 908
EAST OAKLEY

May 8, 1984

0134

Mr. and Mrs. Richard J. Nelson
908 East Oakley Blvd.
Las Vegas, Nevada 89104

Mr. Al Bossi, Traffic Engineer
City of Las Vegas
400 East Stewart
Las Vegas, Nevada 89101

Dear Mr. Bossi,

Enclosed is a sketch showing the location of a proposed circular drive at 908 East Oakley Blvd. The existing drive is ten feet wide and is located with the lips on the property line. It is proposed and requested that a variance be granted to locate a circular drive at the same location on the west side of the property. This drive is needed, it is felt, to avoid the necessity of backing out on Oakley Blvd. As you know, this is a very busy street and with a stop sign located at the corner of Tenth and Oakley Blvd. traffic sometimes backs up west past our residence. Backing out of this drive creates not only a problem and a definite hazard for us, but also one for traffic using Oakley Blvd.

Due to the existence of block walls now in place at this location it is requested that the west section of the proposed drive be located the same distance from the property line as the existing east drive is now located. All other aspects of requirements for such a drive will be met as specified in the city requirements. Further, at the same time this drive is put in place we propose to install a sidewalk in front of the residence to assist walking traffic and to get them off the street as is required when it rains and the ground is muddy. Enclosed is a letter signed by the property owners on either side and directly across the street stating no objection to the location of the proposed circular drive.

Sincerely,



Mr. Richard J. Nelson

City of Las Vegas

0135

AGENDA DOCUMENTATION

Date: July 12, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: REQUEST FOR A 30-MINUTE COMMERCIAL LOADING ZONE ON SOUTH FIRST STREET NEAR
COOLIDGE AVENUEPURPOSE/BACKGROUND

Larry Engelman, Yard Supervisor, representing Opportunity Village requested a 30-minute commercial loading zone 97 feet in length on the west side of South First Street beginning 144 feet north of the northwest corner of the intersection of South First Street and Coolidge Avenue. The request will expand an existing loading zone area, which is inadequate in length. Field observations of the area have revealed that the unloading of trucks is done in a rather haphazard manner. The proposed loading zone will provide more curb area for orderly unloading operations.

Property owners of record in the area were notified of the request. In all, eight notices were sent out. There were two responses in favor and one response against the request. The notice indicated that no reply would be assumed to be affirmative.

The Traffic and Parking Commission considered this request at its meeting of June 28, 1984.

FISCAL IMPACT

City of Las Vegas forces will install the necessary signs and curb markings. Funds are available in the F.Y. 1984-1985 budget.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of the request for a 30-minute commercial loading zone on the west side of South First Street beginning 144 feet north of the northwest corner of the intersection extending northerly a distance of 97 feet and recommends that the City Council authorize the Mayor to sign the Resolution in its behalf.

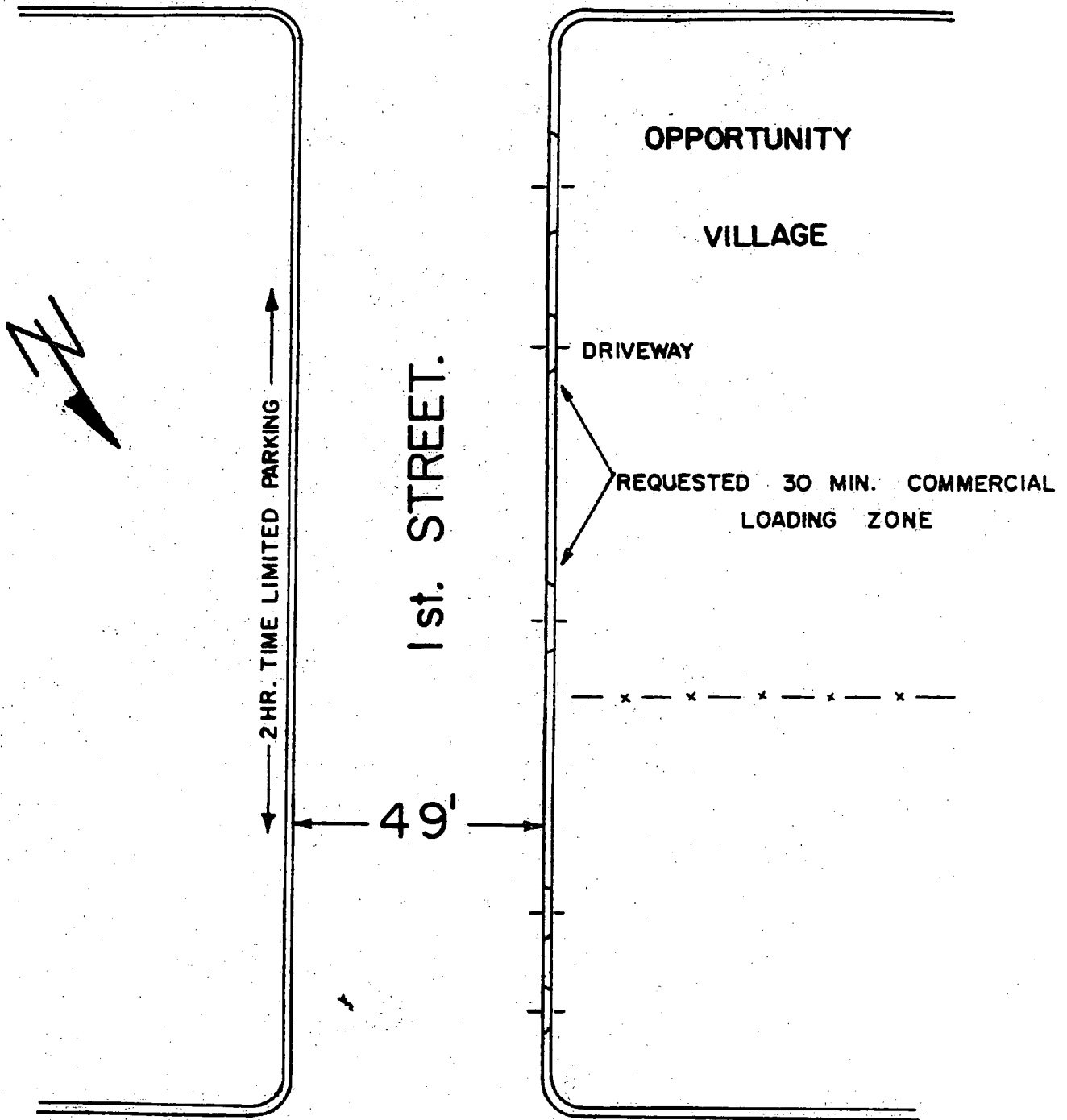
Staff concurs.


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

Agenda Item 7/18/84

IV (h). 8. 2.

COOLIDGE AVE



REQUESTED 30 MIN. COMMERCIAL LOAD-
ING ZONE

R E S O L U T I O N

WHEREAS, Ordinance No. 1589 allows for the additions and corrections of schedules pertaining to TITLE XI of the City Code to be done by Resolution; and

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

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

SCHEDULE 18-V be amended to include the following as a Thirty (30) Minute Commercial Loading Zone:

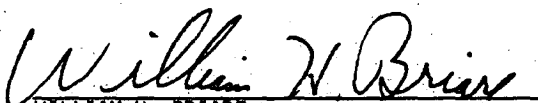
4th Street - east side - first parking space north of Ogden

1st Street - west side - beginning 144 feet north of the northwest corner extending northerly a distance of 97 feet.

SCHEDULE 18-III - be amended to include the following as a Fifteen (15) Minute Time Limited Parking Zone:

Jackson Avenue - in front of 509 West Jackson

PASSED, ADOPTED AND APPROVED THIS 18th day of July, 1984.


WILLIAM H. BRIARE


CAROL ANN HAWLEY, CITY CLERK



Opportunity Village

May 15, 1984

Traffic and Parking Commission
400 E. Stewart
Las Vegas, Nevada 89101

Dear Sirs,

In the span of the last 5 years Opportunity Village has grown from being a member of a National Association to a self-supporting, non-profit organization. Actual figures showing in 1979, 12,698 people donated items with 15,302 donating in 1983, showing a 21% increase in donations. Donations are continuing to grow in 1984.

This growth in receiving has had the same effect on shipping creating more traffic coming in to load items purchased and unload donations. Therefore, we are requesting a Commercial Loading Zone on the east side of the building, along 1st. Street, 144 ft. north of the northwest corner of the intersection of 1st and Coolidge running 97 ft. in length.

In addition with the construction of our new building on the southeast corner of 1st and Hoover, we have temporarily lost storage, parking and unloading facilities which creates even more congestion in the receiving area.

Thank you,

Larry Engelman
Yard Supervisor

LE:rc

10 East Coolidge Street
Las Vegas, Nevada 89101
(702) 384-8170

Approved by Gerald J. Allen, Executive Director.

Serving Southern Nevada For 30 Years

City of Las Vegas

0139

AGENDA DOCUMENTATION

Date: July 12, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: REQUEST FOR A 15 MINUTE TIME LIMITED PARKING ZONE AT 509 WEST JACKSON AVENUE

PURPOSE/BACKGROUND

A request has been received from Nathaniel Hughes, owner of Hughes Liquor Store at 509 West Jackson Avenue, for a 15 minute time limited parking zone which will serve the needs of his customers. Currently there is unrestricted parking on Jackson Avenue and a problem has developed by those who park for long periods of time, occupying of all the available on-street parking and blocking the narrow sidewalk with their vehicle doors.

The Traffic and Parking Commission at its regular meeting of June 28, 1984 considered Mr. Hughes' request.

FISCAL IMPACT

None. As a condition of approval, the applicant must pay the costs of installation.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of the 15 minute time limited parking zone at 409 West Jackson Avenue, subject to the condition that the applicant pay the costs of installation, and recommends that the City Council authorize the Mayor to sign the Resolution.

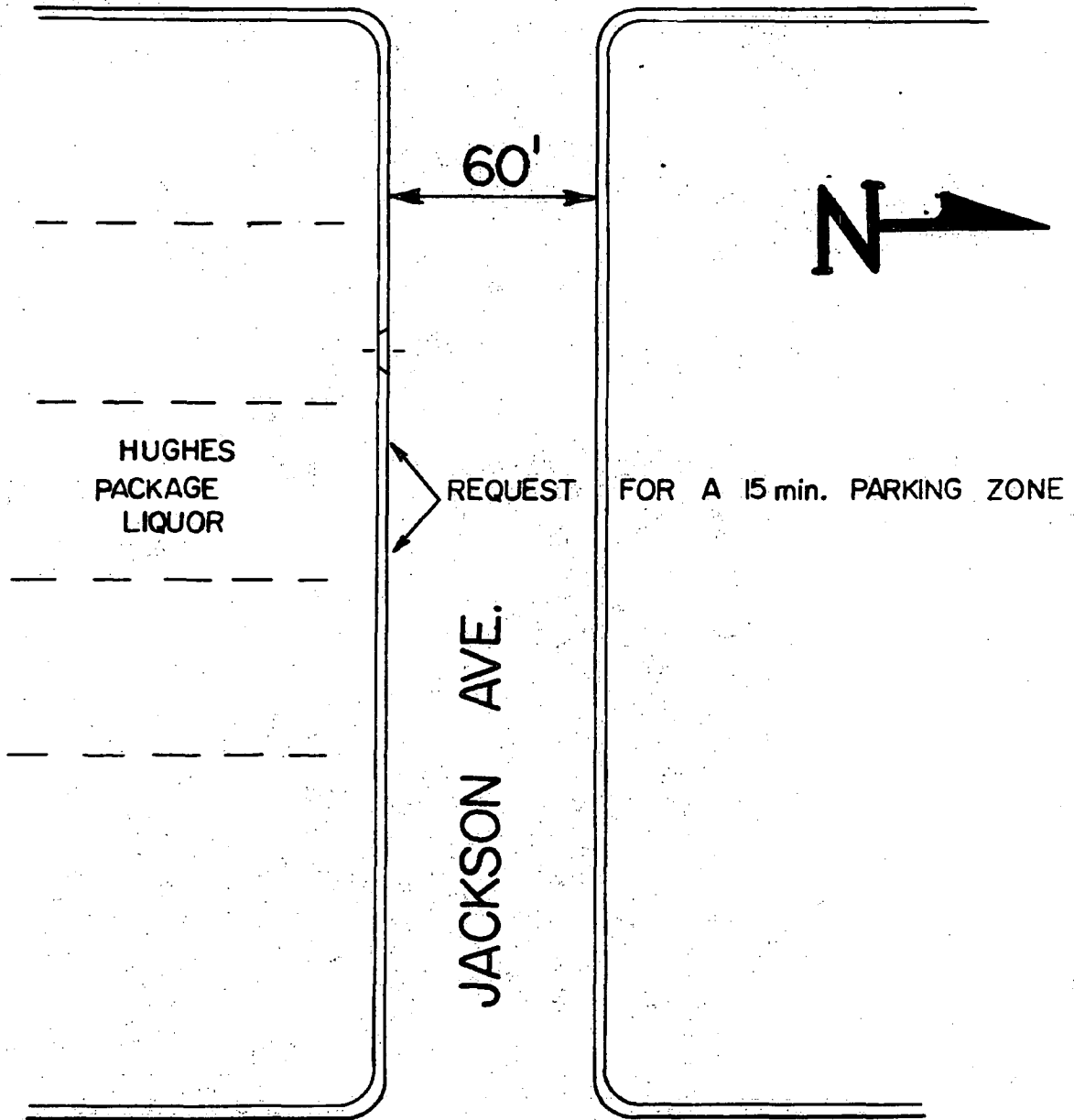
Staff concurs.


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

Agenda Item 7/18/84

IV (h). B. 3.

F ST.



REQUEST FOR A 15 min. TIME LIMITED
PARKING ZONE

R E S O L U T I O N

WHEREAS, Ordinance No. 1589 allows for the additions and corrections of schedules pertaining to TITLE XI of the City Code to be done by Resolution; and

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

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

SCHEDULE 18-V be amended to include the following as a Thirty (30) Minute Commercial Loading Zone:

4th Street - east side - first parking space north of Ogden

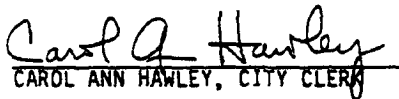
1st Street - west side - beginning 144 feet north of the northwest corner extending northerly a distance of 97 feet.

SCHEDULE 18-III - be amended to include the following as a Fifteen (15) Minute Time Limited Parking Zone:

Jackson Avenue - in front of 509 West Jackson

PASSED, ADOPTED AND APPROVED THIS 18th day of July, 1984.


WILLIAM H. BRIARE


CAROL ANN HAWLEY, CITY CLERK

JUNE 25, 1984

CITY OF LAS VEGAS
TRAFFIC ENGINEER
MR. AL BOSSI:

REQUEST FOR SIGNS OF 15 MINUTES PARKING
507 - 509 JACKSON AVE. FRONT OF
HUGHES LIQUOR and other BUSINESS

FOUR (4) FEET SIDEWALKS;

OPEN DOORS TO AUTOS (CARS) AND BLOCK SIDEWALKS
NOT PASSABLE;

PARK WITH RADIOS OR TAPES PLAYERS ON LOUD
WHILE SITTING IN OR ON AUTOS (CARS) DRINKING
OR MESSING WITH PEOPLE AS THEY TRY TO PASS

PARK AUTOS OVERNIGHT OR DAYS AT A TIME

Thank You,
Nathaniel Hughes
Hughes Liquor

AGENDA*City of Las Vegas*

July 18, 1984

Page 13

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

ITEM	Council Action	Department Action
IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENT (Continued)	Lurie - APPROVED Items A & B as recommended. Unanimous	Staff to proceed
B. APPROVAL OF TRAFFIC AND PARKING ITEMS (Continued)		
4. Request for a 30 minute commercial loading zone on North Fourth Street at Ogden Avenue.		

APPROVED AGENDA ITEM

mp Cool

AGENDA DOCUMENTATION

Date: July 12, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: REQUEST FOR A 30 MINUTE COMMERCIAL LOADING ZONE ON NORTH FOURTH STREET
AT OGDEN AVENUEPURPOSE/BACKGROUND

Dale Blair, of the Gold Spike Hotel, requested a 30 minute commercial loading zone on the east side of North Fourth Street just north of the northeast corner of the intersection of Fourth Street and Ogden Avenue. (In the first metered parking space). The Hotel needs a loading zone near its main entrance to unload and load deliveries from commercial vehicles. The entrance is located on the northeast corner of the intersection of North Fourth Street and Ogden Avenue.

The proposed loading zone would replace an existing metered parking space.

The Traffic and Parking Commission, at its regular meeting of June 28, 1984, considered this request.

FISCAL IMPACT

None. As a condition of approval, the applicant shall reimburse the City of Las Vegas the costs of installation, which is \$50.00.

RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of the 30 minute commercial loading zone on the east side of North Fourth Street just north of the northeast corner of the intersection of Ogden Avenue and North Fourth Street subject to the condition that the applicant pay the costs of installation and recommends that the City Council authorize the Mayor to sign the Resolution in its behalf.

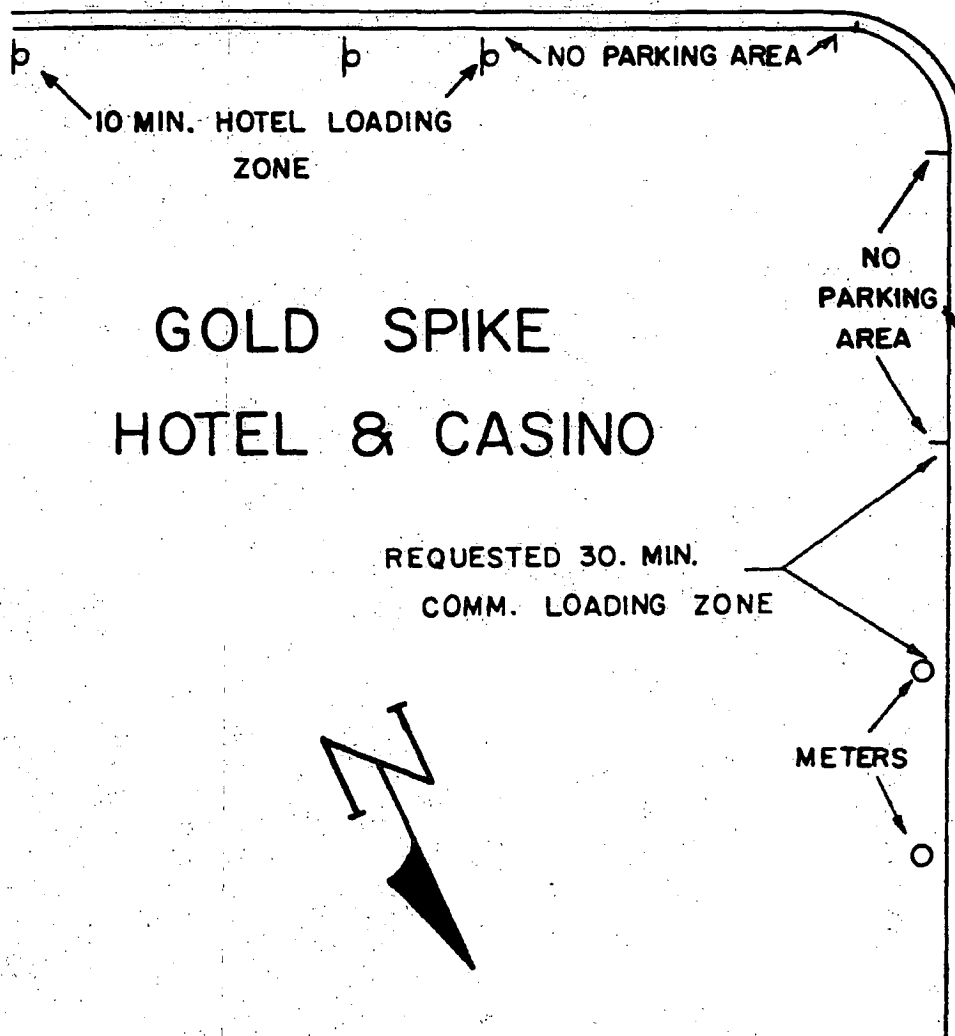
Staff concurs.


THOMAS E. GRAHAM, AICP, RLAP
DIRECTOR OF DESIGN AND DEVELOPMENT

Agenda Item 7/18/84

IV (h). B. 4.

OGDEN AVE.



GOLD SPIKE
HOTEL & CASINO

REQUESTED 30. MIN.
COMM. LOADING ZONE

4th STREET

REQUESTED 30' MIN. COMMERCIAL
LOADING ZONE

R E S O L U T I O N

WHEREAS, Ordinance No. 1589 allows for the additions and corrections of schedules pertaining to TITLE XI of the City Code to be done by Resolution; and

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

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

SCHEDULE 18-V be amended to include the following as a Thirty (30) Minute Commercial Loading Zone:

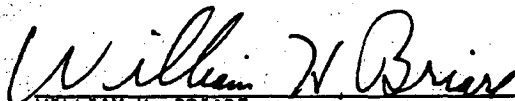
4th Street - east side - first parking space north of Ogden

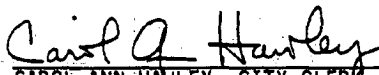
1st Street - west side - beginning 144 feet north of the northwest corner extending northerly a distance of 97 feet.

SCHEDULE 18-III - be amended to include the following as a Fifteen (15) Minute Time Limited Parking Zone:

Jackson Avenue - in front of 509 West Jackson

PASSED, ADOPTED AND APPROVED THIS 18th day of July, 1984.


WILLIAM H. BRIARE


CAROL ANN HAWLEY, CITY CLERK

Jackie Gaughan's



400 E. Ogden • Las Vegas, Nevada 89101 • (702) 384-8444

June 8, 1984

Mr. Al Bossi
Clark County Zoning
401 South 4th Street
Las Vegas, Nevada 89101

Dear Mr. Bossi,

We would like to request one commercial parking zone by the Gold Spike Hotel & Casino. We would like it to be on the first meter on the east side of 4th Street at the corner of Ogden Avenue.

If you have any questions please don't hesitate to call me at 382-4312.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dale Blair".

Dale Blair
Chief Enginner

DB/mb

AGENDA*City of Las Vegas*

July 18, 1984

Page 14

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

ITEM

Council Action

Department Action

IV (i) MUNICIPAL COURT
MARCIA WILSON, ACTING COURT ADMINISTRATOR

1032

A. CONTRACT FOR TRAFFIC SCHOOL INSTALL-
MENT CLERK - NON-CITY FUNDEDB. CONTRACT FOR TRAFFIC SCHOOL COORDINATOR
NON-CITY FUNDEDLurie -
APPROVED Items A &
B as recommended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Core

AGENDA DOCUMENTATION

Date: July 11, 1984

The City Council

FROM: *Marcia Wilson*
Marcia Wilson,
Acting Court Administrator

SUBJECT: CONTRACT FOR TRAFFIC SCHOOL INSTALLMENT CLERK - NON-CITY FUNDED

PURPOSE/BACKGROUND The duties of the Traffic School Installment Clerk shall be to coordinate, under the supervision of the Chief Judge and the Court Administrator and his/her designated supervisor, the Court installment payment program, including, but not limited to:

Interviewing defendants placed on installment payments to verify personal information including address and phone number;

Scheduling defendants on the installment payment plan and providing appropriate paper work to defendants and assigning payment schedules;

Preparing verbal and written reports to the Court Administrator on the effectiveness of the installment program;

Providing clerical assistance to the Records Unit(s) in the preparation of clerical work;

Interpreting bilingual conversation(s) for Spanish speaking persons, whether in the courtroom, at the public counter or on the telephone;

Translating material(s) written in Spanish which are used or received by the Court; and other duties as assigned.

FISCAL IMPACT Benefits amounting to \$3,000.

RECOMMENDATIONS: Recommend renewal of contract to continue installment payment program in Municipal Court.

Agenda Item

IV(i) A.

AGREEMENT
for
PROFESSIONAL SERVICES
TRAFFIC SCHOOL INSTALLMENT CLERK

THIS AGREEMENT, made and entered into this 18th day of July, 1984, but effective as of the 1st day of July, 1984, by and between the City of Las Vegas, State of Nevada, a municipal corporation of the State of Nevada (hereinafter referred to as "CITY"), and SUSAN GRIFFEN, a private citizen (hereinafter referred to as "GRIFFEN"), for the performance of professional services as Traffic School Installment Clerk.

SECTION I

DUTIES

The duties of GRIFFEN as Traffic School Installment Clerk shall be to coordinate, under the supervision of the Chief Judge and the Court Administrator and her designated supervisor, the Court installment payment program, including but not limited to:

Interviewing defendants placed on installment payments to verify personal information including address and phone number;

Entering installment dispositions in the Court automated system;

Scheduling defendants on the installment payment plan and providing appropriate paper work to defendants and assigning payment schedules;

Preparing verbal and written reports to the Court Administrator on the effectiveness of the installment program;

Providing clerical assistance to the Records Unit(s) in the preparation of clerical work;

Interpreting bilingual conversation(s) for Spanish speaking persons, whether in the courtroom, at the public counter or on the telephone;

Translating material(s) written in Spanish which are used or received by the Court; and

Other duties, as assigned

.....

.....

.....

1 SECTION 2

2 DURATION

3 Said duties enumerated above shall commence on July 1, 1984, and
4 shall continue until June 30, 1985, unless terminated earlier or extended
5 thereafter as provided in Sections 4 and 6 of this Agreement.

6 SECTION 3

7 TERMS

8 1. GRIFFEN is a contract employee with CITY and shall be paid at the
9 weekly rate of \$230.00 for a 40 hour work week.

10 2. The specific daily hours on duty shall be set by the Court
11 Administrator in accordance with the requirements of the specific court to
12 which GRIFFEN is assigned.

13 3. Although the compensation of GRIFFEN based on a forty hour work week,
14 the CITY may require GRIFFEN to work either more or less than forty hours per
15 week. This fluctuation in hours worked per week has been taken into con-
16 sideration in determining the above-stated salary; therefore, there shall be no
17 additional or supplemental compensation for work in excess of forty hours per
18 week.

19 4. GRIFFEN shall be covered by the CITY'S employee health insurance
20 policy, and the premiums thereon shall be paid by the CITY, with dependent
21 coverage available at the same cost to GRIFFEN as is made available to regular
22 employees of CITY.

23 5. CITY shall contribute the appropriate amount to the Public Employees
24 Retirement System for the benefit of GRIFFEN and will provide GRIFFEN with
25 Industrial Insurance System coverage.

26 6. GRIFFEN shall be entitled to 4.00 hours of sick leave bi-weekly, under
27 the same provisions applicable to classified employees of CITY, as set forth in
28 CITY'S Personnel Policies and Procedures Manual, and shall be entitled to 3.08
29 hours of annual leave bi-weekly under the same provisions applicable to
30 classified employees of CITY, as set forth in said manual.

31 7. GRIFFEN shall be entitled to all legal holidays under the same program
32 applicable to all classified employees of CITY, as set forth in CITY'S

1 Personnel Policies and Procedures Manual. If GRIFFEN's normal working hours
2 fall on a legal holiday, she shall be entitled to time off on legal holidays
3 with full pay. However, if GRIFFEN's normal days off fall on a legal holiday,
4 she shall not be entitled to pay. To be entitled to the whole benefit,
5 GRIFFEN must be on pay status the work days immediately preceding and imme-
6 diately following the legal holiday.

7 8. GRIFFEN herein agrees to apply her time and energy to said position
8 during all phases of work subject to the duties and responsibilities set forth
9 herein.

10 9. GRIFFEN hereby agrees to apply all time compensated hereunder to tasks
11 specified by CITY.

12 10. Any employment other than with the City must be approved in writing
13 by the City Manager before GRIFFEN may engage in any such outside employment.

14 11. GRIFFEN agrees to comply with all rules, regulations, policies and
15 procedures applicable to classified employees of CITY when such rules, regula-
16 tions, policies and procedures are not in conflict with this contract.

17 SECTION 4

18 MODIFICATION AND RENEWAL

19 This Agreement may be modified by mutual written consent of the
20 parties.

21 This Agreement, and all of the terms herein, may be extended beyond
22 the herein stated termination date upon written consent of both parties.

23 SECTION 5

24 STATUS

25 It is clearly understood and agreed that GRIFFEN is not a regular CITY
26 employee, but rather a contract employee employed with the benefits and for the
27 purposes set forth herein. Nothing in this contract or in any other written or
28 verbal agreement between GRIFFEN and CITY may be taken to construe that GRIFFEN
29 carries any employment status with CITY other than that of contract employee.
30 CITY will withhold federal income taxes from GRIFFEN's pay. GRIFFEN further
31 agrees that she will be solely responsible for any other federal taxes and
32 Social Security payments for which she may be liable.

SECTION 6TERMINATION

Any breach of this Agreement by either of the parties hereto may constitute grounds for termination by the other party following three calendar days after written notice of said breach and election to terminate has been served on the breaching party. Additionally, the Agreement may be terminated by either party upon two weeks written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

ATTEST:

William H. Briare
WILLIAM H. BRIARE, MAYOR

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

Susan Griffen
SUSAN GRIFFEN

AGENDA DOCUMENTATION

Date: July 11, 1984

TO: The City Council

FROM: *Marcia Wilson*
Marcia Wilson,
Acting Court Administrator

SUBJECT: CONTRACT FOR TRAFFIC SCHOOL COORDINATOR - NON-CITY FUNDED

PURPOSE BACKGROUND The duties of the Traffic School Coordinator shall be to coordinate, under the supervision of the Chief Judge and the Court Administrator, all traffic school-related activities carried out in court including, but not limited to:

Explaining traffic school program to defendants in court; assigning traffic school dates and appointments; screening people returning to court upon completion of traffic school program and collection of fines and penalties; assisting in the retrieval of case documents and paper work for court; coordinating traffic school related appointments for judges; providing miscellaneous instructions to defendants on court and office procedures; receiving and recording payments of fines; assisting in the preparation of documents going into court; assisting in the preparation and completion of court calendars and other duties as assigned.

FISCAL IMPACT Benefits amounting to \$1,130.

RECOMMENDATIONS Recommend renewal of contract to continue on-going program in Municipal Court.

Agenda Item

IV(i) B.

AGREEMENT
for
PROFESSIONAL SERVICES
TRAFFIC SCHOOL COORDINATOR

THIS AGREEMENT, made and entered into this 18th day of July, 1984, but effective as of the 16th day of July, 1984, by and between the City of Las Vegas, State of Nevada, a municipal corporation of the State of Nevada (hereinafter referred to as "CITY"), and NORMA VASQUEZ, a private citizen, (hereinafter referred to as "VASQUEZ"), for the performance of professional services as Traffic School Coordinator.

SECTION 1

DUTIES

The duties of VASQUEZ as Traffic School Coordinator shall be to coordinate, under the supervision of the Chief Judge and the Court Administrator and her designated supervisor, the Court installment payment program, including but not limited to:

Explaining traffic school program to defendants in Court;

Assigning traffic school dates and appointments;

Assisting in the retrieval of case documents and paperwork for Court;

Coordinating appointments for the judges;

Receiving and recording payments of fines;

Screening people returning to Court upon completion of Traffic School and collection of fines and penalties.

Interpreting bilingual conversation(s) for Spanish speaking persons, whether in the courtroom, at the public counter or on the telephone;

Translating material(s) written in Spanish which are used or received by the Court; and

Other duties, as assigned.

SECTION 2

DURATION

The duties enumerated above shall commence on July 16, 1984, and shall continue until June 30, 1985, unless terminated earlier or extended thereafter as provided in Sections 4 and 6 of this Agreement.

SECTION 3

TERMS

1
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3 1. VASQUEZ is a contract employee with CITY and shall be paid at the
4 weekly rate of \$202.00 for a 40 hour work week.

5 2. The specific daily hours on duty shall be set by the Court
6 Administrator in accordance with the requirements of the specific court to
7 which VASQUEZ is assigned.

8 3. Although the compensation of VASQUEZ is based on a forty hour work
9 week, the CITY may require VASQUEZ to work either more or less than forty
10 hours per week. This fluctuation in hours worked per week has been taken into
11 consideration in determining the above-stated salary; therefore, there shall be
12 no additional or supplemental compensation for work in excess of forty hours
13 per week.

14 4. VASQUEZ shall be covered by the CITY's employee health insurance
15 policy, and the premiums thereon shall be paid by the CITY, with dependent
16 coverage available at the same cost to VASQUEZ as is made available to regular
17 employees of CITY.

18 5. CITY shall contribute the appropriate amount to the Public Employees
19 Retirement System for the benefit of VASQUEZ and will provide VASQUEZ with
20 Industrial Insurance System coverage.

21 6. VASQUEZ shall be entitled to 4.00 hours of sick leave bi-weekly, under
22 the same provisions applicable to classified employees of CITY, as set forth in
23 the CITY's Personnel Policies and Procedures Manual, and shall be entitled to
24 3.00 hours of annual leave bi-weekly under the same provisions applicable to
25 classified employees of CITY, as set forth in said manual.

26 7. VASQUEZ shall be entitled to all legal holidays under the same program
27 applicable to classified employees of CITY, as set forth in the CITY's
28 Personnel Policies and Procedures Manual. If VASQUEZ's normal working hours
29 fall on a legal holiday, she shall be entitled to time off on the holiday
30 with full pay. To be entitled to the holiday benefit, VASQUEZ must be on pay
31 status the working days immediately preceding and immediately following the
32 holiday. If the normal days off of VASQUEZ fall on a legal holiday, VASQUEZ

1 shall not be entitled to any pay.

2 8. VASQUEZ herein agrees to apply her time and energy to said position
3 during all phases of work subject to the duties and responsibilities set forth
4 herein.

5 9. VASQUEZ herein agrees to apply all CITY compensated time to tasks spe-
6 cified by CITY.

7 10. Any employment other than with the CITY must be approved in writing
8 by the City Manager before VASQUEZ may engage in any such outside employment.

9 11. VASQUEZ agrees to comply with all rules, regulations, policies, and
10 procedures applicable to classified employees of CITY when such rules, regula-
11 tions, policies, and procedures are not in conflict with this contract.

12 SECTION 4

13 MODIFICATION AND RENEWAL

14 This Agreement may be modified by mutual written consent of the parties.

15 This Agreement, and all of the terms herein, may be extended beyond the
16 herein stated termination date upon written consent of both parties.

17 SECTION 5

18 STATUS

19 It is clearly understood and agreed that VASQUEZ is not a regular employee
20 of CITY, but rather a contract employee employed with the benefits and for the
21 purposes set forth herein. Nothing in this contract or in any other written or
22 verbal agreement between VASQUEZ and the CITY may be taken to construe that
23 VASQUEZ carries any employment status with the CITY other than that of contract
24 employee. CITY will withhold federal income taxes from VASQUEZ's pay. VASQUEZ
25 further agrees that she will be solely responsible for any other federal taxes
26 and Social Security payments for which she may be liable.

27 SECTION 6

28 TERMINATION

29 Any breach of this Agreement may constitute grounds for termination
30 by either party within three calendar days after written notice of said
31 breach has been served on the breaching party. Additionally, the Agreement may
32 be terminated by either party upon two weeks written notice to the other party.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 Agreement the day and year first above written.
3

4 ATTEST:

CITY OF LAS VEGAS

5
6
7 Carol G. Hawley
8 CAROL ANN HAWLEY, City Clerk

By William H. Briare
WILLIAM H. BRIARE, Mayor

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10 Norma Vasquez
11 NORMA VASQUEZ
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AGENDA*City of Las Vegas*

July 18, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

Page 15

PHONE 386-6011

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

1033

A. Appeal of Work Card Denial:
Ms. Annette BrowneLurie -
Appeal DENIED .
UnanimousClerk to notify
Appellant not
present

1033

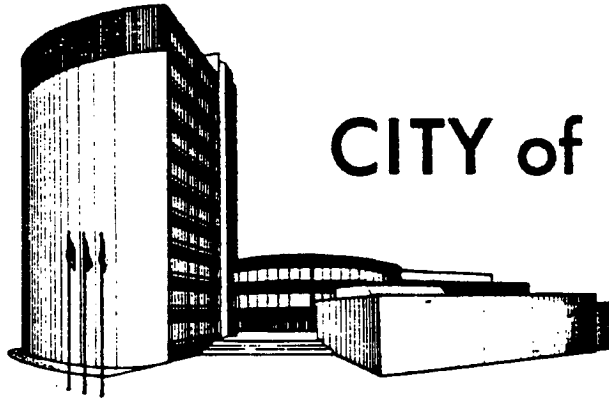
B. Regional Transportation Commission Supple-
mental Cooperative Agreement No. 97b
increases the funds allocated for engineering,
right-of-way acquisition, and costs of
acquiring the right-of-way for Jones Boulevard
between Tropicana Avenue and Spring Mountain
Road.Lurie -
APPROVED Items B &
C.
Unanimous

Staff to proceed

C. Regional Transportation Commission Supple-
mental Cooperative Agreement No. 118a
provides funding for right-of-way acquisition
for Craig Road Phase I.Lurie -
APPROVED Items B &
C.
Unanimous

Staff to proceed

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

July 2, 1984

Ms. Annette Browne
1305 Cartier #3
North Las Vegas, Nevada 89030

Dear Ms. Browne:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. Please be advised that this matter will be heard on Wednesday, July 18, 1984, at the regularly scheduled City Council Meeting. This matter will be heard sometime between 10AM and 12 Noon. I would advise you to be present at 10AM and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

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

Sincerely,

Carol Ann Hawley
CAROL ANN HAWLEY
City Clerk

CAH:jp

cc: City Attorney
Las Vegas Metropolitan Police Dept. - SIB



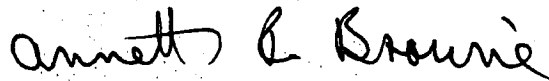
July 2, 1984

Ms. Carol Hawley
City Clerk
400 E. Stewart Ave.
Las Vegas, Nevada 89101

Dear Ms. Hawley:

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

Sincerely,



Annette Browne
1305 Cartier #3
North Las Vegas, Nev. 89030
(702) 649-2036

City of Las Vegas

AGENDA DOCUMENTATION

Date July 13, 1984

TO: The City Council

FROM: *George F. Ogilvie*
George F. Ogilvie
City Attorney

SUBJECT:

Regional Transportation Commission Supplemental Cooperative Agreement
No. 97b -- Jones Boulevard between Tropicana Avenue and Spring
Mountain RoadPURPOSE/BACKGROUND

In May of 1982, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement for the construction of Jones Boulevard between Tropicana Avenue and Spring Mountain Road. Since this project lies wholly within the unincorporated area of Clark County, it was agreed that it would be administered and paid for by the County, subject to reimbursement by the Regional Transportation Commission. The original agreement was subsequently amended in July of 1983 to include in the scope of work full street improvements (including parking lanes, curbs and gutters and sidewalks) in that portion of the project between the Flamingo Wash Channel and Churchfield Boulevard and to increase the cost figures in the agreement accordingly.

A further increase in the reimbursable costs is now contemplated, and the Supplemental Cooperative Agreement which is before you increases the amount of the design, field staking, construction inspection and testing costs for which the County is entitled to reimbursement to an amount not to exceed \$152,700 or 15% of the construction costs, increases the amount of the costs of the preparation of right-of-way acquisition expenses for which the County is entitled to reimbursement to a total of \$12,000, increases the amount of the costs for right-of-way acquisition for which the County is entitled to reimbursement to a total of \$105,000.00 and increases the total reimbursable project costs to an amount not to exceed \$1,282,700. The supplemental agreement also extends the time for completion of the project from March 1, 1984, until March 1, 1985, and provides for the upgrading of the school flasher.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 97b be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V - B

SUPPLEMENTAL COOPERATIVE AGREEMENT - NUMBER TWO
JONES BOULEVARD/TROPICANA AVENUE TO SPRING MOUNTAIN ROAD

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called COUNTY, and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, the COUNTY, the City of Henderson, the City of North Las Vegas, and the City of Las Vegas entered into a Cooperative Agreement on April 20, 1982, and a Supplemental Cooperative Agreement on July 7, 1983, to provide funding for engineering, design, right-of-way acquisition and construction of Jones Boulevard between Tropicana Avenue and Spring Mountain Road; and

WHEREAS, a stipulated settlement for right-of-way was approved by the Regional Transportation Commission on January 12, 1984; and

WHEREAS, bids for the project have now been opened and construction work is ready to begin; and

WHEREAS, it is necessary to extend the completion date as specified in the Cooperative Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and promises hereto, the Regional Transportation Commission of Clark County agrees to modify the original Cooperative Agreement and the Supplemental Cooperative Agreement as follows:

The first paragraph of SECTION II - PROJECT COSTS of the Supplemental Cooperative Agreement shall be changed to read:

1. The engineering costs for design, field staking, construction inspection and testing will be reimbursed not to exceed \$152,700 or 15% of the construction cost, whichever is less. However, a maximum of \$81,500 may be reimbursed prior to the beginning of construction. No preliminary engineering and design work completed prior to April 20, 1982, shall be reimbursed.

CITY COUNCIL MINUTES - JULY 18, 1984

0165

The second paragraph of SECTION II - PROJECT COSTS of the Cooperative Agreement shall be changed to read as follows:

Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, obtain the appraisals, and right-of-way acquisition expenses at a cost not to exceed \$12,000.

The third paragraph of SECTION II - PROJECT COSTS of the Supplemental Cooperative Agreement shall be changed to read as follows:

3. Acquisition of right-of-way necessary for the project at a cost not to exceed \$105,000, except as provided by paragraph five of SECTION III - GENERAL.

The fifth paragraph of SECTION II - PROJECT COSTS of the Supplemental Cooperative Agreement shall be changed to read as follows:

5. The total amount to be funded pursuant to this Agreement shall not exceed \$1,287,700.00, which includes all the above items.

The eleventh paragraph of SECTION III - GENERAL of the Cooperative Agreement shall be changed to read as follows:

11. The items covered by this Supplemental Cooperative Agreement must be completed to the satisfaction of the Regional Transportation Commission of Clark County prior to March 1, 1985, except actions involving securing fee title to properties to be acquired for this project. The Regional Transportation Commission may at any time thereafter approve time extensions, or terminate this Agreement and require all funds advanced to the COUNTY to be repaid.

A new twelfth paragraph shall be added to SECTION III - GENERAL as follows:

12. As required by the Policies and Procedures Manual, Regional Transportation Commission funding is authorized for selective items when such is identified in the Cooperative Agreement. The selective item for this project is modifications to existing school flashers.

CITY COUNCIL MINUTES - JULY 18, 1984

Revise SECTION IV - SPECIAL CONDITIONS of the Cooperative Agreement to read as follows:

0166

A Special Improvement District has been formed in conjunction with this project to fund a portion of the costs for sidewalks, curbs, gutters, streetlights, and a parking (safety) lane.

The remainder of the Agreement remains unchanged.

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

July 3, 1984

CLARK COUNTY

By:

Thalia W. Dondero
THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

JULY 16, 1984

CITY OF HENDERSON

By:

Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy Vondenbrink
DOROTHY VONDENBRINK, City Clerk, CMC

Date of Council Action:

July 18, 1984

CITY OF NORTH LAS VEGAS

By:

James K. Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

July 18, 1984

CITY OF LAS VEGAS

By:

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 13, 1984

TO: The City Council

FROM: *George F. Ogilvie*
George F. Ogilvie
City AttorneySUBJECT:

Regional Transportation Commission Cooperative Agreement No. 118a --
Craig Road between Decatur Boulevard and Las Vegas Boulevard North

PURPOSE/BACKGROUND

In June of 1983, the participating members of the Clark County Regional Transportation Commission approved and executed a cooperative agreement which provides for the preliminary engineering, design, field staking, construction inspection, testing and preparation of right-of-way drawings and descriptions in connection with roadway improvements in Craig Road between Decatur Boulevard and Las Vegas Boulevard North. Since this project lies partially within the corporate boundaries of the City of North Las Vegas and partially within the unincorporated area of Clark County, North Las Vegas and the County agreed that it will be administered and paid for exclusively by that City, subject to reimbursement by the Regional Transportation Commission.

The original agreement did not authorize any right-of-way acquisition, and the Supplemental Cooperative Agreement which is before you authorizes such acquisition, at a cost not to exceed \$220,000, and increases the amount of the acquisition expenses for which North Las Vegas is entitled to reimbursement from \$25,000 to \$30,000.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 118a be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V - C

#118a

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 North Las Vegas, a municipal corporation hereinafter called "THE CITY," the City of Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation; and

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Craig Road between Decatur Boulevard and Las Vegas Boulevard North located partially within the COUNTY, and partially within the CITY, has been approved by the Regional Transportation Commission; and

WHEREAS, pursuant thereto, a Cooperative Agreement was entered into during May, 1983 between the County of Clark, the City of North Las Vegas, the City of Las Vegas, and the City of Henderson; and

WHEREAS, it is now desired to provide funding for right-of-way of the project designated as "CRAIG ROAD, PHASE I". Funding is now required to negotiate and purchase right-of-way.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the Regional Transportation Commission of Clark County agrees to modify the original Cooperative Agreement as follows:

The second paragraph of SECTION II - PROJECT COSTS of the Cooperative Agreement shall be changed to read:

2. The cost for preparation of right-of-way drawings and descriptions, and expenses related to acquisition of right-of-way shall not exceed \$30,000.

A new third paragraph shall be added to SECTION II - PROJECT COSTS as follows:

3. Acquisition of right-of-way necessary for the project at a cost not to exceed \$220,000 unless condemnation is necessary in which case reimbursement will be made in the amount of the award.

CITY COUNCIL MINUTES - JULY 18, 1984

0169

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

July 3, 1984

CLARK COUNTY

By: Thalia W. Dondero
THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

JULY 16, 1984

CITY OF RENDERSON

By: Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothea A. Vondenbrink
DOROTHEA VONDENBRINK, City Clerk, CMC

Date of Council Action:

July 18, 1984

CITY OF NORTH LAS VEGAS

By: James K. Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

July 18, 1984

CITY OF LAS VEGAS

By: William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

AGENDA*City of Las Vegas*

July 18, 1984

Page 16

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

ITEM		Council Action	Department Action
	V. GEORGE F. OGILVIE - CITY ATTORNEY		
1033	D. Annexation Resolution A-13-84 Property Located: North of Charleston Boulevard and East of Durango Drive Acreage: Approximately 365 acres Zoned: R-E (County classification) N-U (City equivalent)	Lurie - Resolution ADOPTED. Unanimous	Staff to proceed
1034	E. Annexation Resolution A-14-84 Property Located: North of Washington Avenue and East of Durango Drive Petitioned by: Thomas Beam, et al Acreage: Approximately 805 acres Zoned: R-E (County classification) N-U (City equivalent)	Lurie - Resolution ADOPTED. Unanimous	Staff to proceed
1034	F. Annexation Resolution A-15-84 Property Located: South of Cheyenne Avenue and West of Lorenzi Boulevard Petitioned by: James B. McCall, et al Acreage: Approximately 987 Zoned: R-E (County classification) N-U (City equivalent)	Lurie - Resolution ADOPTED. Unanimous	Staff to proceed

AGENDA DOCUMENTATION

Date: July 6, 1984

TO:

The City Council

FROM:

Val Steed *Val Steed*
Deputy City Attorney

SUBJECT: Annexation Resolution A-13-84

PURPOSE/BACKGROUND

The attached resolution begins the annexation process for certain real property, directs the City Clerk to give notice of public hearing, sets public hearing and directs the Director of Engineering Services and Director of Community Planning and Development to prepare certain maps.

The following is pertinent information:

Annexation No.:	A-13-84
Property Located:	North of Charleston Boulevard and East of Durango Drive
Acreage:	Approximately 365 acres
Zoned:	R-E (County classification) N-U (City equivalent)

FISCAL IMPACTRECOMMENDATIONS

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

Agenda Item

V-D

R E S O L U T I O N

WHEREAS, the City Council of the City of Las Vegas, Nevada, deems it appropriate and in the best interests of the public health, safety, welfare, and convenience that certain territory hereinafter described that is contiguous to the City of Las Vegas be annexed thereto:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 18th day of July, 1984:

1. That it is the intention of the said Council to annex to the City of Las Vegas the following described real property.

Those portions of Section 33, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

The South Half (S 1/2) of the Northeast Quarter (NE 1/4) of said Section 33.

EXCEPT THEREFROM Government Lot 32 in said Section 33.

PARCEL 2

Government Lots 21 and 22 in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 33.

PARCEL 3

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 33.

PARCEL 4

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 33.

PARCEL 5

The Southwest Quarter (SW 1/4) of said Section 33.

2. That said City Council shall meet on Wednesday, September 5, 1984, at the hour of 2:00 o'clock p.m. in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada,

1 to conduct a public hearing on the question of such annexation.

2 3. That the City Clerk be, and she hereby is, directed
3 to give notice of such public hearing by publication thereof
4 at least three (3) times in the LAS VEGAS SUN, a newspaper
5 published in the City of Las Vegas and of general circulation
6 in the above-described territory; the first publication to be
7 at least twenty (20) days prior to the said September 5, 1984,
8 and not less than six (6) days shall intervene between the
9 first publication and the last publication, and by mailing
10 notice thereof by certified mail, return receipt requested,
11 to each record owner of real property within the said described
12 territory, said notice to be mailed at the time of the first
13 publication thereof. Said notice shall be in substantially the
14 same form as attached hereto as Exhibit "A".

15 4. That the Director of Engineering Services and the
16 Director of Community Planning and Development are hereby directed
17 to prepare and submit to the said City Council of the City of
18 Las Vegas, on Wednesday, August 15, 1984, a report setting forth
19 plans for the extension into said described territory all major
20 municipal services presently furnished by the City of Las Vegas
21 to its residents and citizens, which report shall include, but
22 not be limited to:

23 A. An accurate map or plat of the territory
24 proposed to be annexed, prepared under the
25 supervision of a competent surveyor or
26 engineer;

27 B. A map or maps of the City and the adjacent
28 territory to show the following information:

29 (1) The present and proposed boundaries of
30 the City;

31 (2) The present streets and sewer interceptors
32 and outfalls;

- 1 (3) The proposed extension of the present
2 streets and sewer interceptors and outfalls;
3 (4) The present and proposed general land use
4 pattern into the territory proposed to
5 be annexed.

6 C. A statement showing that the territory proposed to
7 be annexed is eligible for annexation under
8 N.R.S. 268.570 to 268.608, inclusive.

9 PASSED, ADOPTED and APPROVED this 18th day of July,

10 1984.

11 APPROVED:

12
13 By William H. Briare
14 WILLIAM H. BRIARE, Mayor

15 ATTEST:

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17 Carol Ann Hawley
18 Carol Ann Hawley, City Clerk
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A-13-84

EXHIBIT "A"

0175

NOTICE OF HEARING ON QUESTION OF ANNEXATION OF TERRITORY WITHIN PROPOSED LAS VEGAS, NEVADA, ANNEXATION A-13-84:

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed into the City of Las Vegas, Nevada, by Annexation A-13-84 that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 18th day of July, 1984, declared its intention to annex to said City the territory generally located north of Charleston Boulevard and east of Durango Drive.

The territory proposed to be annexed is more particularly described as follows:

Those portions of Section 33, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

The South Half (S 1/2) of the Northeast Quarter (NE 1/4) of said Section 33.

EXCEPT THEREFROM Government Lot 32 in said Section 33.

PARCEL 2

Government Lots 21 and 22 in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 33.

PARCEL 3

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 33.

PARCEL 4

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 33.

PARCEL 5

The Southwest Quarter (SW 1/4) of said Section 33.

2. That said City Council shall meet on Wednesday, September 5, 1984, at the hour of 2:00 o'clock p.m. in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, to conduct a public hearing on the question of such annexation.

3. That a report setting forth the plans for the extension into said territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, twenty (20) days prior to the date of the public hearing. Such report shall include:

A. An accurate map or plat of the territory proposed to be annexed, prepared under the supervision of a competent surveyor or engineer;

B. A map or maps of the City and the adjacent territory to show the following information:

- (1) The present and proposed boundaries of the City;
- (2) The present streets and sewer interceptors and outfalls;
- (3) The proposed extension of the present streets and sewer interceptors and outfalls;
- (4) The present and proposed general land use pattern into the territory proposed to be annexed.

C. A statement showing that the territory proposed to be annexed is eligible for annexation under N.R.S. 268.570 to 268.608, inclusive.

4. The following is a list of the names and addresses of all record owners of real property within the said described territory and proposed to be annexed hereunder:

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Rose, Joseph & Veronica Trs Rose, Carmen J. 2847 S. Redwood Street Las Vegas, NV 89102	450-190-003
Grounds, Sylvester Q Lt JG & M A 33 Sandalwood Drive Chula Vista, CA 92010	450-190-004
Mead, James S. 1638 Rotary Drive Los Angeles, CA 90026	450-190-005
Donart, John L. 805 E. St. Louis Avenue Las Vegas, NV 89105	450-190-006
Taylor, Lueen J. Trs 900 Donner Way #604 Salt Lake City, UT 84108	450-190-009
Auteri, Orlando & Mary 6912 Kinkenon Las Vegas, NV 89107	450-190-010
Draper, Donald S. 5701 W. Charleston #106 Las Vegas, NV 89102	450-190-011
Cote, George L. 1303 E. Bridger Las Vegas, NV 89101	450-190-012
Church L D S Pres Bishop 50 E. North Temple Street Salt Lake City, UT 84150	450-190-013
Phelps, T.E. Kraft Kyoko Saito 4535 Buena Vista Las Vegas, NV 89102	450-190-014

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Hursh, Dee & Roxanne 7115 Pinelake Road Las Vegas, NV 89128	450-190-015
Johnson, Charley R. & Susan K. et al. 3330 Fandanso Place Las Vegas, NV 89102	450-190-016
Gordon, Henry R. 800 Trotter Circle Las Vegas, NV 89107	450-190-019
Iacovetto, Sam Jr. & Billie Ann 2413 Rancho Bel Air Drive Las Vegas, NV 89107	450-190-020
Ursula & Alta Ltd. 333 North Rancho Drive #999 Las Vegas, NV 89106	450-190-021
Rose, Joseph & Veronica Trs Rose, Carmen J. 2847 S. Redwood Street Las Vegas, NV 89102	450-190-022
Corn, Ruth Trs Box 266 Pittman, Nevada 89044	450-190-023
Rose, Joseph & Veronica Trs Rose, Carmen J. 2847 Redwood Las Vegas, NV 89102	450-190-027
Morris, Jerad W. & Patricia C. 9621 Hickory Tree Place Tucson, AZ 85715	450-190-030
Hursh, Dee & Roxanne 7115 Pinelake Road Las Vegas, NV 89128	450-190-031
Temes, Marvin S. & Janet C. 904 Biljac Las Vegas, NV 89128	450-190-033
Hursh, Dee & Roxanne 7115 Pinelake Road Las Vegas, NV 89128	450-190-034
Rose, Carmen J. Rose, Joseph & Veronica Trs 2847 S. Redwood Street Las Vegas, NV 89102	450-190-036
Grauberger, Eldon & Carol et al. 4400 W. Charleston Las Vegas, NV 89102	450-190-026
Robison, Harold L. Fam. Tr et al. Robison, Harold L. & Joy C. Trs 3794 Cruise Drive Salt Lake City, UT 84109	450-190-024

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Fountain, Louise Fam. Tr Fountain, Louise Trs 4183 Del Rosa Court Las Vegas, NV 89121	450-200-002
Fountain, Louise Fam. Tr Fountain, Louise Trs 4183 Del Rosa Court Las Vegas, NV 89121	450-200-003
Lum, James Trs 1553 No. Decatur Blvd. Las Vegas, NV 89108	450-200-004
Zeiger, Wayne L. DDS Ltd Pen Tr Zeiger, Wayne L. Trs c/o Diversified Realty 3170 W. Sahara #D-25 Las Vegas, NV 89102	450-200-005
Hing, Helen & O.C. Box A Superior, AZ 85273	450-200-006
Storlazzi, Steven et al. c/o Diversified Realty 333 Rancho Road #999 Las Vegas, NV 89106	450-200-007
Schnell, John Edward & Marian A. 1824 Goldring Las Vegas, NV 89106	450-200-008
Yablin A.D. & B. 6534 N. Keating Avenue Lincolnwood, IL 60646	450-200-009
Searles, Ernest W. & Assoc. Invest. 605 No. 4th St. Las Vegas, NV 89101	450-200-011
Derryberry, Ray & Barbara A. et al. 1102 Eastridge Way Las Vegas, NV 89110	450-200-012
Rivera, Lyle & Mary Ann Rogich, Jan B. 1708 S. 15th St. Las Vegas, NV 89104	450-200-013
Western Office Supply Inc. 6891 S. Pecos Las Vegas, NV 89120	450-200-014
Black, Robert R. S & N Invest. 1000 E. Garces Avenue Las Vegas, NV 89101	450-200-015
Michl, Ron & Carolyn et al. 972 King Richard Dr. Las Vegas, NV 89119	450-200-016
Plaut, Richard & Lin Box 70330 Las Vegas, NV 89170	450-200-017

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Potere, James Box 19328 Las Vegas, NV 89119	450-200-018
Scruton, Gary D. & Brenda Adams, James D. & L. May 308 Yosemite Las Vegas, NV 89107	450-200-019
Nevada Escrow Serv. Inc. Box 1957 Las Vegas, NV 89125	450-200-020
Robinson, Bruce D. 2929 Ashby Avenue Las Vegas, NV 89102	450-200-021
Amante, Muriel et al. 720 Campbell Dr. Las Vegas, NV 89107	450-200-022
Moore, James W. & Lenora F. 1316 Paradise Court Anaheim, CA 92806	450-200-023
Capra, Merle L. & Marlys J. Box 184 Palisade, MN 56469	450-200-024
Parker, Robert H. Trs 2709 Pinto Lane Las Vegas, NV 89107	450-200-025
Parker, Robert H. & Colleen Trs 2709 Pinto Lane Las Vegas, NV 89107	450-200-026
Parker, Robert H. & Colleen Trs 2709 Pinto Lane Las Vegas, NV 89107	450-200-027
Gordon, Mike R. & Sandy A. 4000 W. Sahara Avenue Las Vegas, NV 89102	450-200-028
House, E. C. 1345 Lucerne Street Las Vegas, NV 89104	450-200-029
Durango Ltd c/o R Brinton 3165 S. Torrey Pines Las Vegas, NV 89102	450-200-030
Brodkin, Myer c/o Terry B. Brodkin & Assoc. 5400 Lakeshore Dr. Tempe, AZ 85283	450-200-031
Dover Dev. Inc. c/o H. Lehmann No. 1 Rue De La Tour-De Boel 1204 Geneva, Switzerland	450-200-032

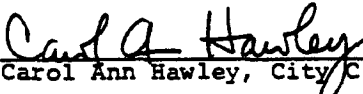
<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Derryberry, Ray & Barbara A. et al. 1102 Eastridge Way Las Vegas, NV 89110	450-200-034
Morrill, La Rue 2731 Colanthe Avenue Las Vegas, NV 89102	450-200-036
USA Washington, DC 20025	450-200-037
Blake, Jerry Lee 348 N. 16th St. Las Vegas, NV 89101	450-200-038

5. Any record owner of real property within the said described territory may appear and be heard either in favor of or in protest of the proposed annexation at such public hearing and/or may file with the City Clerk a written protest of such annexation at any time within fifteen (15) days after the conclusion of said public hearing.

Unless a majority of the property owners in the territory proposed to be annexed protest such annexation either orally or in writing at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas,
Nevada.

DATED this 18th day of July, 1984.


Carol Ann Hawley, City Clerk

City of Las Vegas

0181

AGENDA DOCUMENTATION

Date: July 6, 1984

TO: The City Council

FROM:

Val Steed *Val Steed*
Deputy City Attorney

SUBJECT: Annexation Resolution A-14-84

PURPOSE/BACKGROUND

The attached resolution begins the annexation process for certain real property, directs the City Clerk to give notice of public hearing, sets public hearing and directs the Director of Engineering Services and Director of Community Planning and Development to prepare certain maps.

The following is pertinent information:

Annexation No.:	A-14-84
Property Located:	North of Washington Avenue and east of Durango Drive
Petitioned By:	Thomas Beam, et al. 1267 Strong Drive Las Vegas, NV 89102
Acreage:	Approximately 805 acres
Zoned:	R-E (County classification) N-U (City equivalent)

FISCAL IMPACTRECOMMENDATIONS

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

Agenda Item

V-E

R E S O L U T I O N

WHEREAS, the City Council of the City of Las Vegas, Nevada, deems it appropriate and in the best interests of the public health, safety, welfare, and convenience that certain territory hereinafter described that is contiguous to the City of Las Vegas be annexed thereto:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 18th day of July, 1984:

1. That it is the intention of the said Council to annex to the City of Las Vegas the following described real property.

Those portions of Sections 22, 27 and 28, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

The West Half (W 1/2) of said Section 22.

PARCEL 2

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 22.

PARCEL 3

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 4

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 5

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 6

The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

...

1 PARCEL 7

2 The Northwest Quarter (NW 1/4) of the Southeast Quarter
3 (SE 1/4) of the Northwest Quarter (NW 1/4) of said
4 Section 27.

4 PARCEL 8

5 The North Half (N 1/2) of said Section 28.

6 2. That said City Council shall meet on Wednesday,
7 September 5, 1984, at the hour of 2:00 o'clock p.m. in the Council
8 Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada,
9 to conduct a public hearing on the question of such annexation.

10 3. That the City Clerk be, and she hereby is, directed
11 to give notice of such public hearing by publication thereof
12 at least three (3) times in the LAS VEGAS SUN, a newspaper
13 published in the City of Las Vegas and of general circulation
14 in the above-described territory; the first publication to be
15 at least twenty (20) days prior to the said September 5, 1984,
16 and not less than six (6) days shall intervene between the
17 first publication and the last publication, and by mailing
18 notice thereof by certified mail, return receipt requested,
19 to each record owner of real property within the said described
20 territory, said notice to be mailed at the time of the first
21 publication thereof. Said notice shall be in substantially the
22 same form as attached hereto as Exhibit "A".

23 4. That the Director of Engineering Services and the
24 Director of Community Planning and Development are hereby directed
25 to prepare and submit to the said City Council of the City of
26 Las Vegas, on Wednesday, August 15, 1984, a report setting forth
27 plans for the extension into said described territory all major
28 municipal services presently furnished by the City of Las Vegas
29 to its residents and citizens, which report shall include, but
30 not be limited to:

- 31 A. An accurate map or plat of the territory
32 proposed to be annexed, prepared under the

A-14-84

1 supervision of a competent surveyor or
2 engineer;

3 B. A map or maps of the City and the adjacent
4 territory to show the following information:

- 5 (1) The present and proposed boundaries of
6 the City;
7 (2) The present streets and sewer interceptors
8 and outfalls;
9 (3) The proposed extension of the present
10 streets and sewer interceptors and outfalls;
11 (4) The present and proposed general land use
12 pattern into the territory proposed to
13 be annexed.

14 C. A statement showing that the territory proposed to
15 be annexed is eligible for annexation under
16 N.R.S. 268.570 to 268.608, inclusive.

17 PASSED, ADOPTED and APPROVED this 18th day of July,

18 1984.

19 APPROVED:

20
21 By William H. Briare
22 WILLIAM H. BRIARE, Mayor

23 ATTEST:

24 Carol Ann Hawley
25 Carol Ann Hawley, City Clerk
26

27
28
29
30
31
32 A-14-84

EXHIBIT "A"

NOTICE OF HEARING ON QUESTION OF ANNEXATION OF TERRITORY WITHIN PROPOSED LAS VEGAS, NEVADA, ANNEXATION A-14-84:

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed into the City of Las Vegas, Nevada, by Annexation A-14-84, that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 18th day of July, 1984, declared its intention to annex to said City the territory generally located north of Washington Avenue and east of Durango Drive.

The territory proposed to be annexed is more particularly described as follows:

Those portions of Sections 22, 27 and 28, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

The West Half (W 1/2) of said Section 22.

PARCEL 2

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 22.

PARCEL 3

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 4

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 5

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 6

The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 7

The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 27.

PARCEL 8

The North Half (N 1/2) of said Section 28.

2. That said City Council shall meet on Wednesday, September 5, 1984, at the hour of 2:00 o'clock p.m. in the Council

Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, to conduct a public hearing on the question of such annexation.

3. That a report setting forth the plans for the extension into said territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, twenty (20) days prior to the date of the public hearing. Such report shall include:

A. An accurate map or plat of the territory proposed to be annexed, prepared under the supervision of a competent surveyor or engineer;

B. A map or maps of the City and the adjacent territory to show the following information:

- (1) The present and proposed boundaries of the City;
- (2) The present streets and sewer interceptors and outfalls;
- (3) The proposed extension of the present streets and sewer interceptors and outfalls;
- (4) The present and proposed general land use pattern into the territory proposed to be annexed.

C. A statement showing that the territory proposed to be annexed is eligible for annexation under N.R.S. 268.570 to 268.608, inclusive.

4. The following is a list of the names and addresses of all record owners of real property within the said described territory and proposed to be annexed hereunder:

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Sorensen, Roger E. & Rose Marie 24245 Ocean Avenue Torrance, CA 90505	450-210-002
Delrosario, Letty c/o 3305 Spring Mountain Rd. #71 Las Vegas, NV 89102	450-210-009
Emmett, Jessie Trs 811 S. Decatur Blvd. Las Vegas, NV 89107	450-210-008
Guzzetta, Agatha M. 851 N. Citrus #2 La Habra, CA 90631	450-210-012
Burdell, Penelope & John W. 3290 Southridge Ave. Las Vegas, NV 89121	450-210-011
Silver State Holding Co. c/o McIntosh Realty 1900 E. Sahara #203 Las Vegas, NV 89104	450-210-010

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Downer, Harry A. & Joanne G. 3444 Mardon Las Vegas, NV 89118	450-210-007
Froistad, Stanley & A. L. 3817 W. Oakey Las Vegas, NV 89102	450-210-006
Schaffer, Robert & Sue 3716 Seneca Ave. Los Angeles, CA 90039	450-210-003
Tompkins, Andrew H. c/o Lady Luck Casino 206 N. 3rd Street Las Vegas, NV 89101	450-210-005
Beam, Thomas T. 1267 Strong Dr. Las Vegas, NV 89102	450-210-016
Beam, Thomas T. 1267 Strong Dr. Las Vegas, NV 89102	450-210-017
Beam, Thomas T. 1267 Strong Dr. Las Vegas, NV 89102	450-210-015
Silver State Holding Co. 1900 E. Sahara Ave. #203 Las Vegas, NV 89104	450-210-004
Beam, Thomas T. 1267 Strong Dr. Las Vegas, NV 89102	450-210-014
Dawson, Chester F. & Helen V. 3338 N. Mustang Ln. Las Vegas, NV 89108	290-590-005
Effinger, Rudolph P. & Evalyn J. 3447 S. Frontier St. Las Vegas, NV 89102	290-590-003
Miller, William G. & Marie T. 306 Parkway West Las Vegas, NV 89106	290-600-003
Beam, Donna F. 1267 Strong Dr. Las Vegas, NV 89102	300-630-024
USA Washington, DC 20260	310-130-027
Beam, Thomas T. 1267 Strong Dr. Las Vegas, NV 89102	310-130-030

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Frontier Savings Assn. P.O. Box 18405 CB Las Vegas, NV 89114	300-630-021
Frontier Savings Assn. P.O. Box 18405 CB Las Vegas, NV 89114	300-630-022
USA Washington, DC 20260	300-630-023
USA Washington, DC 20260	300-640-009
Beam, Thomas T. 1267 Strong Dr. Las Vegas, NV 89102	300-640-011
Foothill Invest. Co. Plaster, Richard H. P.O. Box 19297 Las Vegas, NV 89132	300-640-012
USA Washington, DC 20260	300-640-013
Beam, Donna F. 1267 Strong Dr. Las Vegas, NV 89102	300-640-014
Foothill Investment Company Plaster, Richard H. 5240 S. Polaris Las Vegas, NV 89118	300-640-015

5. Any record owner of real property within the said described territory may appear and be heard either in favor of or in protest of the proposed annexation at such public hearing and/or may file with the City Clerk a written protest of such annexation at any time within fifteen (15) days after the conclusion of said public hearing.

Unless a majority of the property owners in the territory proposed to be annexed protest such annexation either orally or in writing at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas,
Nevada.

DATED this 18th day of July, 1984.


CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

CITY COUNCIL MINUTES - JULY 18, 1984

0189

AGENDA DOCUMENTATION

Date: ~~July 11, 1984~~

TO: The City Council

FROM: Val Steed *Val Steed*
Deputy City Attorney

SUBJECT: Annexation Resolution A-15-84

PURPOSE/BACKGROUND

The attached resolution begins the annexation process for certain real property, directs the City Clerk to give notice of public hearing, sets public hearing and directs the Director of Engineering Services and Director of Community Planning and Development to prepare certain maps.

The following is pertinent information:

Annexation No.:	A-15-84
Property Located:	South of Cheyenne Avenue and west of Lorenzi Boulevard
Petitioned By:	James B. McCall, et al. 3700 Las Vegas Boulevard South, #760 Las Vegas, Nevada 89109
Acreage:	Approximately 987 acres
Zoned:	R-E (County classification) N-U (City equivalent)

FISCAL IMPACT

RECOMMENDATIONS

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

Agenda Item

V-F

R E S O L U T I O N

WHEREAS, the City Council of the City of Las Vegas, Nevada, deems it appropriate and in the best interests of the public health, safety, welfare, and convenience that certain territory hereinafter described that is contiguous to the City of Las Vegas be annexed thereto:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 18th day of July, 1984:

1. That it is the intention of the said Council to annex to the City of Las Vegas the following described real property.

Those portions of Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

Section 15 in Township 20 South, Range 60 East, M.D.M.

EXCEPT THEREFROM the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 15.

ALSO EXCEPT THEREFROM the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 15.

PARCEL 2

The Northeast Quarter (NE 1/4) of Section 22, Township 20 South, Range 60 East, M.D.M.

PARCEL 3

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 22, Township 20 South, Range 60 East, M.D.M.

PARCEL 4

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 20 South, Range 60 East, M.D.M.

PARCEL 5

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 60 East, M.D.M.

1 PARCEL 6

2 The South Half (S 1/2) of the South Half (S 1/2) of the
3 Northwest Quarter (NW 1/4) of Section 27, Township 20
South, Range 60 East, M.D.M.

4 PARCEL 7

5 The Northeast Quarter (NE 1/4) of the Southeast Quarter
6 (SE 1/4) of the Northwest Quarter (NW 1/4) of Section
27, Township 20 South, Range 60 East, M.D.M.

7 PARCEL 8

8 The Southeast Quarter (SE 1/4) of the Northeast quarter
9 (NE 1/4) of the Northwest Quarter (NW 1/4) of Section
27, Township 20 South, Range 60 East, M.D.M.

10 2. That said City Council shall meet on Wednesday,
11 September 5, 1984, at the hour of 2:00 o'clock p.m. in the Council
12 Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada,
13 to conduct a public hearing on the question of such annexation.

14 3. That the City Clerk be, and she hereby is, directed
15 to give notice of such public hearing by publication thereof
16 at least three (3) times in the LAS VEGAS SUN, a newspaper
17 published in the City of Las Vegas and of general circulation
18 in the above-described territory; the first publication to be
19 at least twenty (20) days prior to the said September 5, 1984,
20 and not less than six (6) days shall intervene between the
21 first publication and the last publication, and by mailing
22 notice thereof by certified mail, return receipt requested,
23 to each record owner of real property within the said described
24 territory, said notice to be mailed at the time of the first
25 publication thereof. Said notice shall be in substantially the
26 same form as attached hereto as Exhibit "A".

27 4. That the Director of Engineering Services and the
28 Director of Community Planning and Development are hereby directed
29 to prepare and submit to the said City Council of the City of
30 Las Vegas, on Wednesday, August 15, 1984, a report setting forth
31 plans for the extension into said described territory all major
32 municipal services presently furnished by the City of Las Vegas

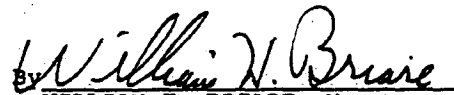
A-15-84

1 to its residents and citizens, which report shall include, but
2 not be limited to:

- 3 A. An accurate map or plat of the territory
4 proposed to be annexed, prepared under the
5 supervision of a competent surveyor or
6 engineer;
- 7 B. A map or maps of the City and the adjacent
8 territory to show the following information:
- 9 (1) The present and proposed boundaries of
10 the City;
- 11 (2) The present streets and sewer interceptors
12 and outfalls;
- 13 (3) The proposed extension of the present
14 streets and sewer interceptors and outfalls;
- 15 (4) The present and proposed general land use
16 pattern into the territory proposed to
17 be annexed.
- 18 C. A statement showing that the territory proposed to
19 be annexed is eligible for annexation under
20 N.R.S. 268.570 to 268.608, inclusive.

21 PASSED, ADOPTED and APPROVED this 18th day of July,
22 1984.

23 APPROVED:

24 
25 WILLIAM H. BRIARE, Mayor

26
27 ATTEST:

28 
29 Carol Ann Hawley, City Clerk

30
31
32 A-15-84

EXHIBIT "A"

NOTICE OF HEARING ON QUESTION OF ANNEXATION OF TERRITORY WITHIN PROPOSED LAS VEGAS, NEVADA, ANNEXATION A-15-84:

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed into the City of Las Vegas, Nevada, by Annexation A-15-84, that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 18th day of July, 1984, declared its intention to annex to said City the territory generally located south of Cheyenne Avenue and west of Lorenzi Boulevard.

The territory proposed to be annexed is more particularly described as follows:

Those portions of Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

Section 15 in Township 20 South, Range 60 East, M.D.M.

EXCEPT THEREFROM the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 15.

ALSO EXCEPT THEREFROM the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 15.

PARCEL 2

The Northeast Quarter (NE 1/4) of Section 22, Township 20 South, Range 60 East, M.D.M.

PARCEL 3

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 22, Township 20 South, Range 60 East, M.D.M.

PARCEL 4

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 20 South, Range 60 East, M.D.M.

PARCEL 5

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 60 East, M.D.M.

PARCEL 6

The South Half (S 1/2) of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 27, Township 20 South, Range 60 East, M.D.M.

PARCEL 7

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 27, Township 20 South, Range 60 East, M.D.M.

PARCEL 8

The Southeast Quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 27, Township 20 South, Range 60 East, M.D.M.

2. That said City Council shall meet on Wednesday, September 5, 1984, at the hour of 2:00 o'clock p.m. in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, to conduct a public hearing on the question of such annexation.

3. That a report setting forth the plans for the extension into said territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, twenty (20) days prior to the date of the public hearing. Such report shall include:

A. An accurate map or plat of the territory proposed to be annexed, prepared under the supervision of a competent surveyor or engineer;

B. A map or maps of the City and the adjacent territory to show the following information:

- (1) The present and proposed boundaries of the City;
- (2) The present streets and sewer interceptors and outfalls;
- (3) The proposed extension of the present streets and sewer interceptors and outfalls;
- (4) The present and proposed general land use pattern into the territory proposed to be annexed.

C. A statement showing that the territory proposed to be annexed is eligible for annexation under N.R.S. 268.570 to 268.608, inclusive.

4. The following is a list of the names and addresses of all record owners of real property within the said described territory and proposed to be annexed hereunder:

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Beam, Donna F. 1267 Strong Dr. Las Vegas, NV 89102	290-600-005
Beam, Donna F. 1267 Strong Dr. Las Vegas, NV 89102	290-600-006
USA Washington, DC 20260	290-590-004

Miller, William G. & Marie T. 306 Parkway West Las Vegas, NV 89106	290-600-003
USA Washington, DC 20260	290-600-004
Schooler, Eugene B. & Rowena L. Harris, Mack J. & Margaret Lavonne c/o EBS Land Co. Box 969 Del Mar, CA 92014	300-600-001
Schooler, Louis V. Box 986 Solana Beach, CA 92075	300-600-008
Las Vegas Valley Water Dist. Box 4427 Las Vegas, NV 89106	300-600-009
USA Washington, DC 20260	300-630-001
McCall, William A. Jr. & James Trs Silva, Geraldine Trs Box 2067-D Pasadena, CA 91105	300-630-002
McCall, Ethel M. Tr McCall, Ethel M. Trs Box 2067-D Pasadena, CA 91105	300-630-004
Gordon, Lillias M. & Lillian W. Gordon, William M. & Jacquelyn 2552 Palma Vista Las Vegas, NV 89121	300-630-005
Gordon, Lillias M. & Lillian W. Gordon, William M. & Jacquelyn 2552 Palma Vista Las Vegas, NV 89121	300-630-006
Nelson, Robert S. & Caril G. Nelson, Olof H. Jr. 7710 N. 3rd Ave. Phoenix, AZ 85021	300-630-007
McCall, William A. Jr. & James Trs Silva, Geraldine Trs Box 2067-D Pasadena, CA 91105	300-630-008
Nelson, Olof Henry Jr. 7710 N. 3rd Ave. Phoenix, AZ 85021	300-630-009
Silva, Geraldine E. McCall, James B. Box 1932 Las Vegas, NV 89125	300-630-014

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
McCall, Ethel M. Tr McCall, Ethel M. Trs Box 2067-D Pasadena, CA 91105	300-630-016
McCall, Ethel M. Tr McCall, Ethel M. Trs Box 2067-D Pasadena, CA 91105	300-630-017
McCall, Ethel M. Tr McCall, Ethel M. Trs P.O. Box 1932 Las Vegas, NV 89125	300-630-018
Nelson, Olof Henry Jr. McCall, Ethel M. Tr P.O. Box 1932 Las Vegas, NV 89125	300-630-019
McCall, James B. Silva, Geraldine E. P.O. Box 1932 Las Vegas, NV 89125	300-640-002
Tiberti Blood & Co. et al. 316 E. Bridger Las Vegas, NV 89101	300-640-003
Nelson, Olaf Henry McCall, Ethel M. Tr Box 2067-D Pasadena, CA 91105	300-640-004
State of Nevada Transportation Hwy. Dept. Carson City, NV 89701	300-640-007
Silva, Geraldine E. McCall, James B. P.O. Box 1932 Las Vegas, NV 89125	300-640-008
McCall, James B. Silva, Geraldine E. P.O. Box 1932 Las Vegas, NV 89125	310-130-004
Kiehn, Ronald W. et al. c/o Charles L. Ruthe & Assoc. 701 E. Charleston Blvd. Las Vegas, NV 89104	310-130-005
Las Vegas Valley Water Dist. 3700 W. Charleston Las Vegas, NV 89102	310-130-010
Silva, Geraldine E. McCall, James B. Box 1932 Las Vegas, NV 89125	310-130-013
Silva, Geraldine E. McCall, James B. Box 1932 Las Vegas, NV 89125	310-130-014

5. Any record owner of real property within the said described territory may appear and be heard either in favor of or in protest of the proposed annexation at such public hearing and/or may file with the City Clerk a written protest of such annexation at any time within fifteen (15) days after the conclusion of said public hearing.

Unless a majority of the property owners in the territory proposed to be annexed protest such annexation either orally or in writing at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas,
Nevada.

DATED this 18th day of July, 1984.


CAROL ANN HAWLEY, CITY CLERK

AGENDA*City of Las Vegas*

July 18, 1984

Page 17

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

ITEM	Council Action	Department Action
VI. REPORTS FROM RECOMMENDING COMMITTEES		
1034 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. (FIRST AMENDMENT) Committee: Councilmen Nolen and Lurie First Publication: SUN - 7/4/84 <u>Committee Recommendation:</u> Adoption at the City Council meeting 7/18/84 as per First Amendment.	Nolen - Second Reading and Bill ADOPTED as per First Amendment. Unanimous	Clerk to proceed with second publication.
1035 B. 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. Committee: Councilmen Nolen and Christensen First Publication: Review-Journal - 6/23/84 <u>Committee Recommendation:</u> Public Hearing on 7/5/84. On 7/5/84, matter was held in Abeyance until 7/18/84 meeting. NOTE: No action can be taken on this Bill until after the 2:00 P.M. Public Hearing.	WITHDRAWN BY SPONSOR	(As a result of this action Bill DIED)

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 1, 1984

TO:
The City CouncilFROM: *George A. Quinn*
CITY ATTORNEY

SUBJECT: Bill No. 84-26

PURPOSE/BACKGROUND

Recently, it has become the custom of some businesses to rest signs against motor vehicles which are parked in the public right-of-way for the purpose of advertising their businesses, and citations which have been issued by the Department of Building and Safety for so doing have been dismissed by the Municipal Court because Section 17.12.010 of the City Code, the section pursuant to which the citations were issued, does not specifically include motor vehicles. Bill No. 84-26 will correct this deficiency in the Code and will also prescribe the size of signs which may be affixed to motor vehicles.

Additionally, the existing provisions of the City's sign ordinance would preclude the use of advertising materials in connection with the bus shelters which the City is presently proposing to have constructed by a private firm. Bill No. 84-26, if it is adopted, will amend the definition of "off-premise sign" to exclude therefrom signs which are located in the public right-of-way and do not exceed 24 square feet per side.

FISCAL IMPACTRECOMMENDATIONS

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

Agenda Item

VI - A.

AGENDA DOCUMENTATION

Date: May 22, 1984

TO: The City Council

FROM: *Robert Yeargin*
Robert Yeargin
Deputy City Attorney

SUBJECT: 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.

PURPOSE/BACKGROUND

Bill No. 84-31 would add a third district to the other two set out in LVMC 6.40.140 for non-restricted gaming. The new district would consist of the east side of Highland Drive between Miller Avenue and Carey Avenue and the north side of Miller Avenue between Highland Drive and Lexington Street.

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

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 25th day of June, 1984, at the hour of 1030AM 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 2nd day of July, 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 Chamber)

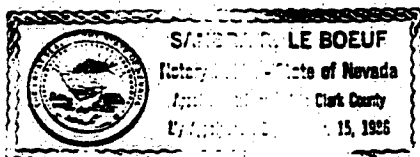
Joanne Perry
SIGNATURE

Clerk
DEPARTMENT

Subscribed and sworn to before me this

25th day of June, 1984

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



(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

Joanne Pless, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 22nd day of June, 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 July 2, 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).

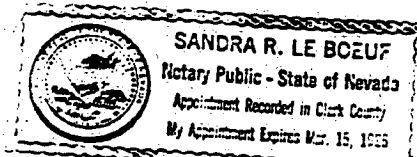
Joanne Pless
SIGNATURE (an employee in the Office of the CITY CLERK)

Subscribed and sworn to before me this

22nd day of June 1984

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

My Commission expires: 3-15-88



June 20, 1984

N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before the Respective Recommending Committees at the hour of 4:00 P.M., Monday, July 2, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- 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.

Committee: Councilmen Nolen and Lurie

- B. BILL NO. 84-33 - SPECIAL IMPROVEMENT DISTRICT NO. 451 - STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING CONSISTING OF HIGH PRESSURE SODIUM LUMINAIRES, COMMERCIAL DRIVEWAY APPROACHES, RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS FROM THE EXISTING SEWER MAINS. LOCATION: ON BOTH SIDES OF JONES BOULEVARD FROM CARTIER AVENUE TO RANCHO DRIVE.

Committee: Councilmen Levy and Nolen

- C. BILL NO. 84-34 - SPECIAL IMPROVEMENT DISTRICT NO. 456 - STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING, SEWER LATERALS FROM THE EXISTING SEWER MAINS AND STANDARD RESIDENTIAL DRIVEWAY APPROACHES, LOCATION: ON THE EAST SIDE OF RANCHO DRIVE BETWEEN OAKLEY BOULEVARD AND CHARLESTON BOULEVARD.

Committee: Councilmen Levy and Nolen

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.

INTER-OFFICE MEMORANDUM

July 2, 1984

TO: FILE

FROM:

CH
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
JULY 2, 1984

COPIES TO:

7/5/84 and 7/18/84 City Council Blue Books
City Attorney
Business Activity Director
Community Planning and Development Director
Public Services Director
Building and Safety DirectorMetro
Fire Services

MEETING HELD:

Monday, July 2, 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 4:10 P.M.

PRESENT:

Councilman Ron Lurie
Councilman Al Levy
Deputy City Manager Don Saylor
City Attorney George Ogilvie
Director of Community Planning and Development Harold Foster
City Clerk Carol Ann Hawley
Deputy City Clerk Linda Owens
Jamie Hurly, Las Vegas SUN

EXCUSED:

Councilman Bob Nolen

- 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. (FIRST AMENDMENT)

Committee: Councilmen Nolen and Lurie

City Attorney George Ogilvie said at the previous Recommending Committee meeting there was an objection to the size of the signs that could be affixed to vehicles. The first amendment to this bill eliminates the size of the signs and states the sign cannot interfere with the operator's vision, nor extend more than 2 inches on either side of the vehicle, cannot extend beyond the front or rear bumpers, nor 6 inches above the trailer or cab. With respect to trailers, the sign cannot extend beyond 2 inches on either side or on either end and cannot be higher than 6 feet above whatever surface it is resting on. Committee recommended adoption at the July 18, 1984 City Council meeting as per First Amendment.

RECOMMENDING COMMITTEE MEETING
JULY 2, 1984
PAGE 2

- B. BILL NO. 84-33 - SPECIAL IMPROVEMENT DISTRICT NO. 451 - STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING CONSISTING OF HIGH PRESSURE SODIUM LUMINAIRES, COMMERCIAL DRIVEWAY APPROACHES, RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS FROM THE EXISTING SEWER MAINS. LOCATION: ON BOTH SIDES OF JONES BOULEVARD FROM CARTIER AVENUE TO RANCHO DRIVE.
-

Committee: Councilmen Levy and Nolen

No one spoke in opposition. Committee recommended adoption at the July 18, 1984 City Council meeting.

- C. BILL NO. 84-34 - SPECIAL IMPROVEMENT DISTRICT NO. 456 - STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING, SEWER LATERALS FROM THE EXISTING SEWER MAINS AND STANDARD RESIDENTIAL DRIVEWAY APPROACHES. LOCATION: ON THE EAST SIDE OF RANCHO DRIVE BETWEEN OAKLEY BOULEVARD AND CHARLESTON BOULEVARD.
-

Committee: Councilmen Levy and Nolen

No one spoke in opposition. Committee recommended adoption at the July 18, 1984 City Council meeting.

INTER-OFFICE MEMORANDUM

July 17, 1984

TO:

FILE

FROM:

SANDRA R. LeBOEUF
ACTING CITY CLERK*SL*

SUBJECT:

RECOMMENDING COMMITTEE MEETING
JULY 16, 1984

COPIES TO: 7/18/84 & 8/1/84 City Council Boo
City Attorney
Business Activity Director
Community Planning & Development Director
Public Services Director
Design & Development Director
Building & Safety Director
Fire Services Chief
Metro

MEETING HELD:

Monday, July 16, 1984, at 4:00 P.M. in the City
Manager's Conference Room, 10th Floor, City Hall,
400 East Stewart Avenue, Las Vegas, Nevada. Meeting
adjourned at 4:05 P.M.

PRESENT:

Councilman Ron Lurie
Councilman Bob Nolen
City Manager Ashley Hall
Acting Deputy City Manager Dan Pilkington
Executive Assistant to City Manager Richard Blue
City Attorney George Ogilvie
Joe Silvester, Building & Safety
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra R. LeBoeuf
Jamie Hurly, Las Vegas SUN

A. BILL NO. 84-35 - DESIGNATES DIRECTOR OF BUILDING AND SAFETY AS "BUILDING
OFFICIAL" RESPONSIBLE FOR ENFORCEMENT OF UNIFORM HOUSING CODE.

Committee: Councilmen Lurie and Nolen

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

B. BILL NO. 84-36 - ANNEXATION NO. A-7-84(A), PROPERTY LOCATED APPROXIMATELY
673.74 FEET WEST OF TORREY PINES DRIVE ON THE NORTH SIDE OF VEGAS DRIVE;
PETITIONED BY: LAS VEGAS VALLEY WATER DISTRICT; ACREAGE: APPROXIMATELY
0.25 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) C-V (CITY EQUIVALENT).

Committee: Councilmen Lurie and Nolen

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

RECOMMENDING COMMITTEE MEETING

JULY 16, 1984

Page 2

- C. BILL NO. 84-37 - ANNEXATION NO. A-9-84(A), PROPERTY LOCATED ON THE NORTHWEST CORNER OF BALZAR AVENUE AND TORREY PINES DRIVE; PETITIONED BY: MS. TOBY GREEN; ACREAGE: APPROXIMATELY 5 ACRES; ZONED R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Nolen

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

- D. BILL NO. 84-38 - ANNEXATION NO. A-12-84(A), PROPERTY LOCATED ON THE SOUTHEAST CORNER OF LORENZI BOULEVARD AND LAKE MEAD BOULEVARD; PETITIONED BY ERNEST A. BECKER, JR.; ACREAGE: APPROXIMATELY 5.223 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Nolen

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

- E. BILL NO. 84-39 - PROHIBITS THE SALE OF "ORIENTAL STARS" OR ANY OTHER STAR-LIKE FLAT METAL OBJECT, HAVING THREE OR MORE POINTS AND CAPABLE OF BEING THROWN AT ANOTHER PERSON.

Committee: Councilmen Nolen and Lurie

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

AGENDA

City of Las Vegas

July 18, 1984

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

ITEM	Council Action	Department Action
VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)		
1036 C. BILL NO. 84-33 - SPECIAL IMPROVEMENT DISTRICT NO. 451, STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING CONSISTING OF HIGH PRESSURE SODIUM LUMINAIRES, COMMERCIAL DRIVEWAY APPROACHES, RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS FROM THE EXISTING SEWER MAINS, LOCATION: ON BOTH SIDES OF JONES BOULEVARD FROM CARTIER AVENUE TO RANCHO DRIVE Committee: Councilmen Levy and Nolen First Publication: SUN - 7/4/84 <u>Committee Recommendation:</u> Adoption at the City Council meeting 7/18/84.	Levy - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.
1037 D. BILL NO. 84-34 - SPECIAL IMPROVEMENT DISTRICT NO. 456, STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING, SEWER LATERALS FROM THE EXISTING SEWER MAINS AND STANDARD RESIDENTIAL DRIVEWAY APPROACHES, LOCATION: ON THE EAST SIDE OF RANCHO DRIVE BETWEEN OAKY BOULEVARD AND CHARLESTON BOULEVARD. Committee: Councilmen Levy and Nolen First Publication: SUN - 7/4/84 <u>Committee Recommendation:</u> Adoption at the City Council meeting 7/18/84.	Levy - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication

APPROVED AGENDA ITEM

MD Cool

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 7, 1984

0209

TO: The City Council

FROM: George F. Ogilvie
City Attorney

SUBJECT: BILL NO. 84-34 S.I.D. 456 - ORDINANCE CREATING DISTRICT

PURPOSE/BACKGROUND

S.I.D. NO.

456

STEP NO.

11B - Ordinance Creating District

IMPROVEMENTS

Include the installation of a pavement section, standard "L" type curb and gutters, street lighting, sewer laterals from the existing sewer mains and standard residential driveway approaches.

LOCATION

On the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard.

FISCAL IMPACT

None

RECOMMENDATIONS

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

Agenda Item

VI - D

AGENDA*City of Las Vegas*

July 18, 1984

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- E. BILL NO. 84-35 - DESIGNATES DIRECTOR OF BUILDING AND SAFETY AS "BUILDING OFFICIAL" RESPONSIBLE FOR ENFORCEMENT OF UNIFORM HOUSING CODE.

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 7/18/84

Committee Recommendation:

Adoption at the City Council meeting 8/1/84.

NOTE: No action may be taken at the 7/18/84 meeting.

Recommendation
Noted

8/1/84 Agenda

- F. BILL NO. 84-36 - ANNEXATION NO. A-7-84(A), PROPERTY LOCATED APPROXIMATELY 673.74 FEET WEST OF TORREY PINES DRIVE ON THE NORTH SIDE OF VEGAS DRIVE; PETITIONED BY: LAS VEGAS VALLEY WATER DISTRICT; ACREAGE: APPROXIMATELY 0.25 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) C-V (CITY EQUIVALENT).

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 7/18/84

Committee Recommendation:

Adoption at the City Council meeting 8/1/84.

NOTE: No action may be taken at the 7/18/84 meeting.

Recommendation
Noted

8/1/84 Agenda

APPROVED AGENDA ITEM

[Signature]

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- G. BILL NO. 84-37 - ANNEXATION NO. A-9-84(A),
PROPERTY LOCATED ON THE NORTHWEST CORNER OF
BALZAR AVENUE AND TORREY PINES DRIVE;
PETITIONED BY: MS. TOBY GREEN; ACREAGE:
APPROXIMATELY 5 ACRES; ZONED: R-E (COUNTY
CLASSIFICATION) N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 7/18/84

Committee Recommendation:

Adoption at the City Council meeting 8/1/84.

NOTE: No action may be taken at the 7/18/84
meeting.Recommendation
Noted

8/1/84 Agenda

- H. BILL NO. 84-38 - ANNEXATION NO. A-12-84(A),
PROPERTY LOCATED ON THE SOUTHEAST CORNER OF
LORENZI BOULEVARD AND LAKE MEAD BOULEVARD;
PETITIONED BY: ERNEST A. BECKER, JR.;
ACREAGE: APPROXIMATELY 5.223 ACRES; ZONED:
R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVA-
LENT).

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 7/18/84

Committee Recommendation:

Adoption at the City Council meeting 8/1/84.

NOTE: No action may be taken at the 7/18/84
meeting.Recommendation
Noted

8/1/84 Agenda

APPROVED AGENDA ITEM

MP Coe

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- I. BILL NO. 84-39 - PROHIBITS THE SALE OF "ORIENTAL STARS" OR ANY OTHER STAR-LIKE FLAT METAL OBJECT, HAVING THREE OR MORE POINTS AND CAPABLE OF BEING THROWN AT ANOTHER PERSON.

Committee: Councilmen Nolen and Lurie

First Publication: SUN - 7/18/84

Committee Recommendation:

Adoption at the City Council meeting 8/1/84

NOTE: No action may be taken at the 7/18/84 meeting.

Recommendation
Noted

8/1/84 Agenda

APPROVED AGENDA ITEM

mp Core

AGENDA*City of Las Vegas*

July 18, 1984

Page 22

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

ITEM	Council Action	Department Action
VII. BOARDS AND COMMISSIONS		
1038	A. <u>GOLF BOARD - 5 Year Term</u> 1. William Tichenor - Resigned - Term Expires 7/7/86	Lurie - Clerk to notify Motion to concur in Mayor's appointment of Dr. James McMillan, 705 Twin Lakes Drive, Las Vegas, NV 89107 to fill the unexpired term ending 7/7/86 carried unanimously.

APPROVED AGENDA ITEM

July 17, 1984

TO:

MAYOR WILLIAM H. BRIARE
COUNCILMAN RON LURIE
COUNCILMAN AL LEVY
COUNCILMAN BOB NOLEN

FROM:

COUNCILMAN PAUL J. CHRISTENSEN

SUBJECT:

GOLF BOARD

COPIES TO:

CAROL HAWLEY, City Clerk

I would like to recommend Dr. James McMillan for appointment to the Golf Board. I feel that Dr. McMillan would be an asset to this Board. Dr. McMillan resides at 705 Twin Lakes Drive, Las Vegas 89107 (home phone is 878-1628); his office is at 2300 South Rancho Drive, Las Vegas 89102 (business phone is 384-1276).

Thank you for your consideration.

PJC:r

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM	Council Action	Department Action
VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE		
1038 & 1359 A. Bill No. 84-40 -- Amends the R-MH Zoning District regulations to require the same front and side yard setbacks as are required in the R-1 Zoning District. Sponsored by: Councilman Paul Christensen	First Reading and referred - Christensen and Lurie	7/30/84 Agenda Recommending Committee meeting
B. Bill No. 84-41 -- Sets forth the departments of the City and their constituent divisions. Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Christensen	7/30/84 Agenda Recommending Committee meeting
C. Bill No. 84-42 -- Designates the Director of Building and Safety as the person responsible for taking corrective action under the City's Litter Abatement Ordinance. Sponsored by: Councilman Ron Lurie	First Reading and referred - Lurie and Christensen	7/30/84 Agenda Recommending Committee meeting

AGENDA*City of Las Vegas*

July 18, 1984

Page 24

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

ITEM

Council Action

Department Action

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

- D. Bill No. 84-43 -- Designates the Director of Building and Safety as the "Director of Public Works" for purposes of enforcement of the City's Dangerous Buildings Code

Sponsored by: Councilman Ron Lurie

First Reading and referred -
Lurie and
Christensen

7/30/84 Agenda
Recommending
Committee meeting

MORNING SESSION RECESSED AT 10:40 A.M.

AGENDA*City of Las Vegas*

July 18, 1984

Page 25

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

ITEM

Council Action

Department Action

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

1400

- A. BILL NO. 84-31 - Adds a District consisting of certain blocks on Highland Drive and Miller Avenue (the frontage along the east side of Highland Drive between Miller Avenue and Carey Avenue and the frontage along the north side of Miller Avenue between Highland Drive and Lexington Street) in which non-restricted gaming may be conducted.

(Abeyance from 7/5/84 City Council meeting.)

PUBLIC HEARING
CANCELLED

BILL WITHDRAWN

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM	Council Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)		
1401 B. 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 2715 Austin.	Lurie - APPROVED report as recommended by City Manager. Unanimous	Clerk to notify & staff to proceed No one appeared in opposition

APPROVED AGENDA ITEM

AP Case

AGENDA DOCUMENTATION

Date: July 9, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGERSUBJECT: PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR ABATEMENT OF THE
DANGEROUS BUILDING AT 2715 AUSTIN AVENUEPURPOSE/BACKGROUND

The City of Las Vegas has paid \$1,500.00 to C.A.G. Concrete, Inc. for abating the dangerous building located at 2715 Austin Avenue. Today's Public Hearing is to consider the attached Report of Expenses, and to hear any objections thereto.

Under the Uniform Code for the Abatement of Dangerous Buildings, Council may make revisions or adjustments to the Report of Expenses at 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 charges 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:

1. Report of Expenses.
2. Notice of Public Hearing
3. Chronological list of events.
4. Copy of the Notice and Claim of Lien of Assessment.

FISCAL IMPACT

\$1,500.00 has been paid to C.A.G. Concrete, Inc.

RECOMMENDATIONS

The City Manager recommends the City Council:

1. Approve the Report of Expenses.
2. Order that the above charges shall be assessed against the property, and shall constitute a special assessment against and a lien upon the property.
3. Authorize the Notice and Claim of Lien of Assessment to be recorded in the office of the Clark County Recorder.

APPROVED AGENDA ITEM

mp Coe

Agenda Item

IX. B

1958

CITY COUNCIL MINUTES - JULY 18, 1984 917681

0220

NOTICE AND CLAIM
OF
LIEN OF ASSESSMENT

ORIGINAL

TO: Perry Muscelli
(Owner)
1125 Vegas Valley Drive
(Owners Address)

On June 11, 1984, as provided in the Uniform Code for
(Date)
the Abatement of Dangerous Buildings, adopted by reference in Las Vegas Municipal Code
16.08.010, the City of Las Vegas caused the abatement of the following dangerous
building(s):

Legal Description: Lot 61, Block 4, Twin Lakes Village Tract #7
Assessor's Parcel No.: 010-873-017
Commonly known as: 2715 Austin Avenue
Owner of Record on the above date: Perry Muscelli

Expenses in the amount of \$ 1,500.00 were incurred by the City
of Las Vegas in the above abatement procedure.

The City Council at a duly noticed public hearing held on July 18, 1984
has ordered the above charges in the amount of \$ 1,500.00 shall be assessed against
the property and that said assessment shall constitute a special assessment against
and a lien upon the property as provided in the Uniform Code for the Abatement of
Dangerous Buildings Section 905(c).

This lien shall be subordinate to all existing special assessment liens
previously imposed upon the same property, and shall be paramount to all other liens
except for state, county and municipal taxes, and it shall be on a parity with the Lien
for those taxes.

All or any portion of this lien of assessment which remains unpaid after 30
days from the date of the recording thereof on the assessment roll shall become
delinquent and shall accrue interest at the rate of 7 percent per annum from and after
said date.

This lien shall continue until the assessment which forms the subject
matter thereof, and all interest due and payable thereon, shall have been paid in full.

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101
Telephone: (702) 386-6311

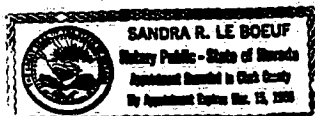
STATE OF NEVADA)
COUNTY OF CLARK) ss.

CAROL ANN HAWLEY, being duly sworn, deposes and says that she is the person
who executed the foregoing instrument on behalf of the City of Las Vegas and that she
has read the same and knows the contents thereof, that the matters stated therein are
true of her own knowledge, except such matters as are stated to be on information and
belief, and as to those matters, she believes them to be true.

Carol Ann Hawley
CAROL ANN HAWLEY

SUBSCRIBED and SWORN to before me
this 19 day of July, 1984.

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



WHEN RECORDED MAIL TO:
CITY CLERK - CITY HALL
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

CLERK OF THE CITY OF LAS VEGAS
JUL 19 9 55 AM '84

CITY OF LAS VEGAS
JUL 19 9 55 AM '84
OFFICIAL RECORDS
INSTRUMENT

1958

1917681

RECEIVED

INTER-OFFICE MEMORANDUM

June 18, 1984

TO:

Carol Ann Hawley
City Clerk

FROM:

C. E. Gilpin
Director of Engineering Services

SUBJECT:

Report of Expenses:
Dangerous Bldg. Abatement at
2715 Austin Avenue

COPIES TO:

After giving due process, notice, and an opportunity for hearing as specified in the "Uniform Code for the Abatement of Dangerous Buildings," 1976 Edition, the Department of Engineering Services has caused the dangerous building located at 2715 Austin Avenue to be abated and the property cleaned.

Work was performed on June 9 at a cost of \$1,500.00 as follows:

Cost of Materials	\$ 525.00
Labor	448.00
Hauling Debris	224.00
and Dumping	
Profit	303.00
	<u>\$1,500.00</u>

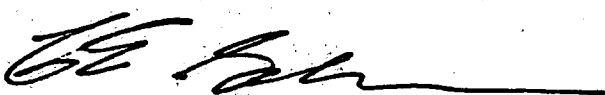
Property location: 2715 Austin Ave.
Las Vegas, Nv.

Assessor's parcel no.: 010-873-017

Legal description: Lot 61, Block 4, Twin Lakes Tract #7

Owner of Record: Perry Muscelli
2713 Austin Ave.
Las Vegas, NV 89107

You are hereby requested to present the above report to the City Council to set a time, date and place for hearing the above report and any protests or objections thereto.

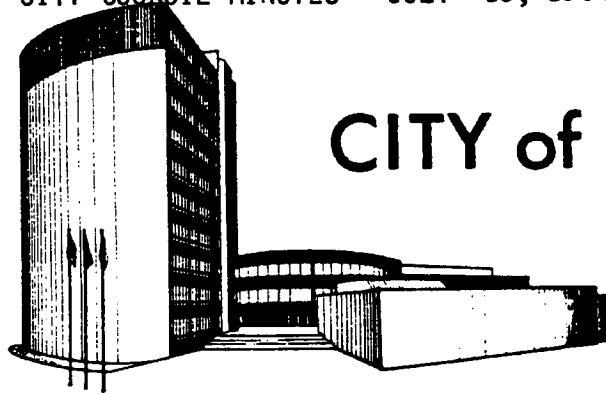

C. E. GILPIN

CEG/ND/jb

Chronology of Events - 2715 Austin Avenue

- March 27, 1984 - Site declared to be a dangerous building
- March 28, 1984 - Notice and Order to Abate sent Certified Mail to owner of record.
- April 2, 1984 - Notice and Order returned unclaimed.
- April 3, 1984 - Notice and Order posted on the building.
- May 3, 1984 - Department of Building & Safety issued instructions to have the building abated.
- May 3, 1984 - Certification of Dangerous Building filed with Clark County Recorder
- May 7, 1984 - Letter sent to owner notifying him of City's intent to abate the building. Note: Letter sent Certified and regular mail to three separate addresses.
- May 8, 1984 - Purchase Request initiated.
- June 11, 1984 - Building abated.
- June 18, 1984 - Report of Expenses filed with City Clerk.
- June 18, 1984 - City Clerk notifies owner of Council meeting of July 5, 1984 to set the Public Hearing.
- June 27, 1984 - Department of Building & Safety certifies the building has been abated.
- July 5, 1984 - City Council sets Public Hearing for July 18, 1984 at 2:00 p.m.
- July 5, 1984 - City Clerk mails Notice of Public Hearing to property owner.
- July 6, 1984 - Notice of Public Hearing posted on the building.
- July 8, 1984 - Notice published in the Sun newspaper.

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

JULY 18, 1984

NOTICE IS HEREBY GIVEN that on Wednesday, July 18, 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 property located at 2715 Austin Avenue. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.080.010 of the Las Vegas Municipal Code.

The property referred to above is legally described as:

LOT 61, BLOCK 4, TWIN LAKES TRACT #7

The Director of Engineering Services certifies in the report that the sum of \$1,500.00 was expended to CAG Construction for the abatement of the dangerous building and cleaning of the property located at 2715 Austin 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 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



AGENDA

0224

City of Las Vegas July 18, 1984

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

Page 27

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

mp Cool

AGENDA*City of Las Vegas* July 18, 1984

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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

MP Core

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0226

City of Las Vegas

July 18, 1984

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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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

mp Cool

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0227

City of Las Vegas

July 18, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

*CONSENT ITEMS A & B may be acted upon in one motion.

Staff recommends approval of these items. Any item may be discussed at the Council's discretion.

1402

*A. 1. RELEASE OF BOND

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

1. Location: 2001 Western Avenue
Use: Sidewalks and driveway

Builder: Gary Lowden
Surety Co.: None
Amount: \$1,000.00
Bond No.: CLV#12-84

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Cool

To: The City Council
Re: Community Planning and Development Agenda Item
July 18, 1984 City Council Agenda

X.

A. 1. RELEASE OF BOND

This item involves a release of bond in the amount of \$1,000.00 for the construction of sidewalks and driveway at 2001 Western Avenue. These improvements have been installed and the bond should now be released.

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0229

City of Las Vegas

July 18, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1402

*B. 1. RELEASE OF CONTRACT RETENTION

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

1. Bid No.: 84.3550.1
Contractor: Burdick Contractors, Inc.
For: Angel Park
Detention Basin
Phase IIA;
Bid Group II -
Outlet Drain
- Notice of
Completion: June 20, 1984
Release Date: July 24, 1984

Lurie -
APPROVED
Unanimous

Clerk to notify &
staff to proceed

APPROVED AGENDA ITEM

mp Core

To: The City Council
Re: Community Planning and Development Agenda Item
July 18, 1984 City Council Agenda

X.

B. 1. RELEASE OF CONTRACT RETENTION

The request involves Burdick Contractors, Inc. to be released from its contract to install an outlet drain in connection with Angel Park Detention Basin Phase IIA because this work has been completed. The contractor has satisfied all work in the contract and the release date will be July 24, 1984.

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0231

City of Las Vegas

July 18, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1402

C. VARIANCES

1. V-72-84 - JOHNNY RIBEIRO BUILDERS, INC.

To allow group instructional and counseling services where such uses are limited to a one-to-one pupil/instructor ratio, on property located at 2810 and 2820 West Charleston Boulevard in Zoning District P-R and C-D.

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following condition:

1. The maximum number of persons consulted in a group shall not exceed ten (10).

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED as recommended.
Unanimous

Clerk to notify &
Planning to proceed

APPROVED AGENDA ITEM

mp Core

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 18, 1984 City Council Agenda

X.

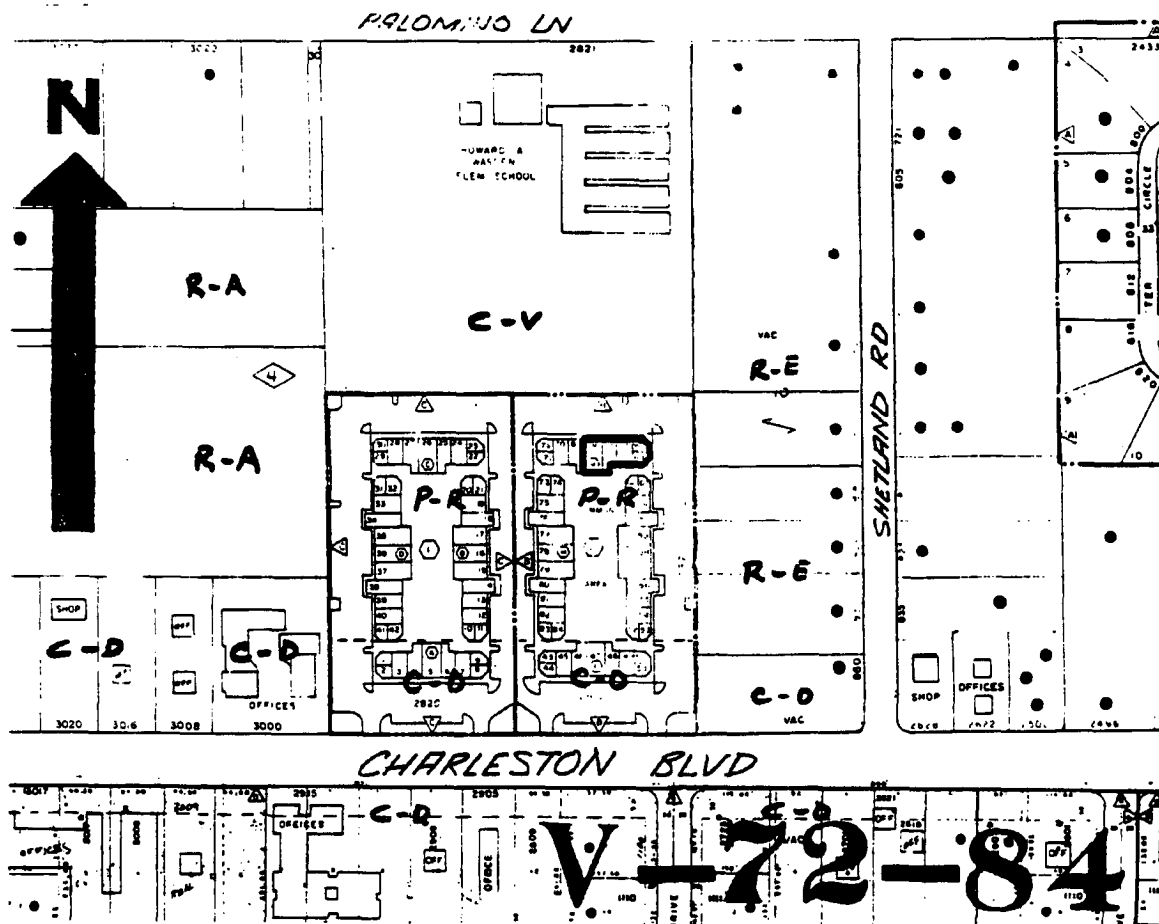
C. 1. V-72-84 - JOHNNY RIBEIRO BUILDERS, INC.

This item is before you for final decision because it involves an approved variance on property zoned P-R and C-D at 2810 and 2820 W. Charleston Boulevard. The variance is to allow group instruction and counseling services in the P-R portion of the property which is limited to one-to-one pupil/instructor ratio. The applicant is asking for this variance to allow flexibility on any of the offices in the P-R so that individual applications will not have to be requested as tenants occupy these facilities. The BZA conditioned its approval that a maximum of 10 persons shall be allowed in any group session.

BOARD OF ZONING ADJUSTMENT DECISION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA*City of Las Vegas*

July 18, 1984

0233

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

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1403

C. 2. V-79-84 - JOSEPH G. AND CHARLOTTE CRAWLEY

To allow the following on property located
at 400 South 16th Street in Zoning District
R-1:

1. An existing tri-plex use where
only single family dwellings
are permitted.
2. One parking space where three
are required.

Board of Zoning Adjustment unanimously
recommends APPROVAL, subject to the
following conditions:

1. Dedicate a 15' property line radius at
the intersection of 16th Street at Lewis
Avenue as required by the Department of
Engineering Services.
2. Install smoke detectors in the sleeping
areas as required by the Department of
Fire Services.

Staff Recommendation: DENIAL

PROTESTS: 0

Christensen -
APPROVED as recom-
mended by BZA,
subject to the
conditions.
Motion carried with
Nolen voting "NO."Clerk to notify &
staff to proceed.John Hunt, Atty.
and Charlotte
Crawley appeared.Peggy Wells &
Joan Kelly appeared
in favor.No one appeared in
opposition.

APPROVED AGENDA ITEM

mp Cool

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 18, 1984 City Council Agenda

X.

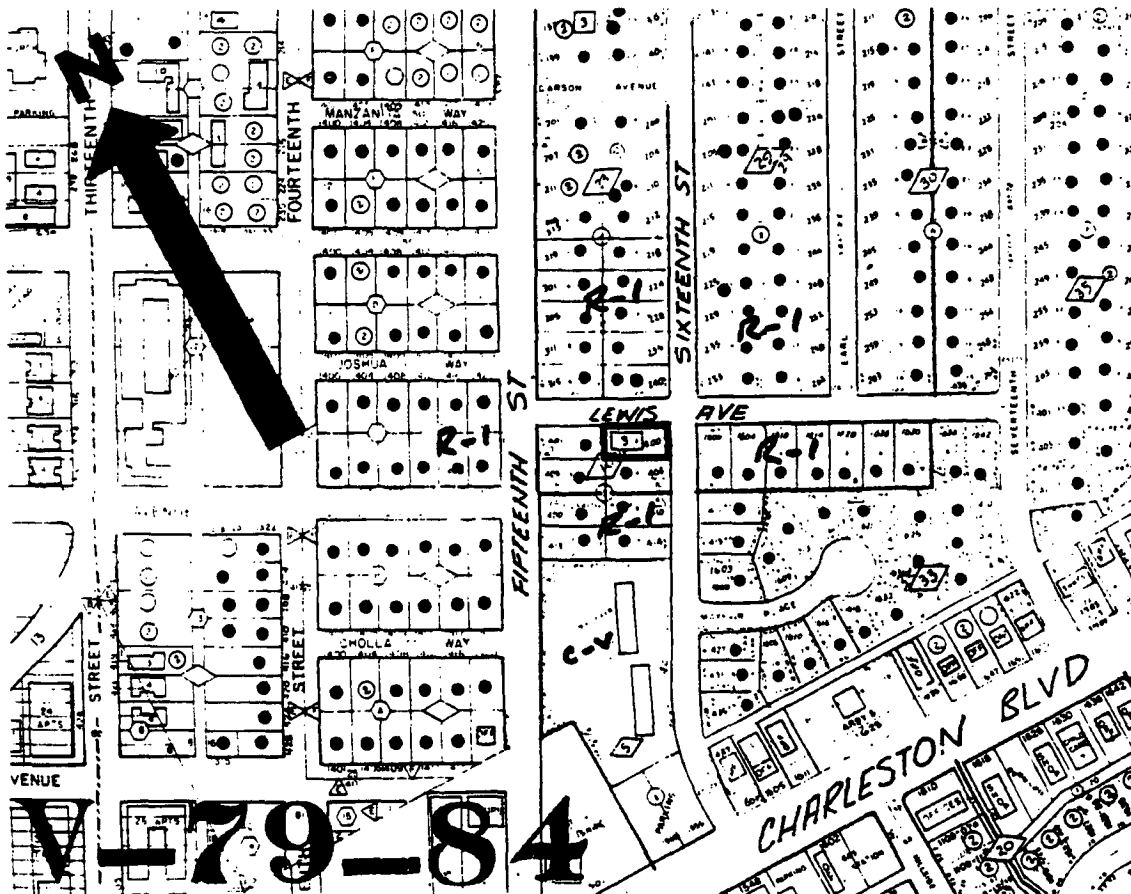
C. 2. V-79-84 - JOSEPH G. AND CHARLOTTE CRAWLEY

This item is before you for final decision because a variance for a detached guest house was denied on this property in 1961. The variance on this request at 400 S. 16th Street is to allow an existing triplex where only a single family residence is permitted and to have one parking space where three are required. After the variance was denied in 1961 the applicants obtained a building permit for several bedrooms and a bathroom to be added to the existing residence. Apparently, the applicants then converted the house into three separate dwelling units and have been renting to tenants for 22 years. The surrounding area is all zoned R-1.

BOARD OF ZONING ADJUSTMENT DECISION: APPROVAL

STAFF RECOMMENDATION: DENIAL

PROTESTS: 0



AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

0235

City of Las Vegas July 18, 1984

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1417 D. REQUEST TO RESCIND ACTION ON ZONE CHANGE -
Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

Reclassification of property generally located on the north side of Cory Place between Barton Street on the west and Mohawk Street on the east.

From: R-1 (Single Family Residence)

To: R-CL (Single Family Compact Lot)

Proposed Use: Medium Low Density Detached
Single Family Residences

Planning Commission recommends APPROVAL (3-0-1 vote), subject to the following conditions:

1. The application be amended to the west 165.5' of the north 200'.
2. Resolution of Intent shall be restricted to a twelve (12) month time limit.
3. Record a subdivision map.
4. R-1 setbacks be applicable to the front and rear setback on the R-CL portion.
5. The five acre minimum site requirement is waived.

Staff Recommendation: APPROVAL

PROTESTS: 3

NOTE: At the July 5, 1984 City Council meeting, Councilman Lurie made a motion to APPROVE this request with a total of 11 lots comprising R-1 on Mohawk Street, R-1 on Cory Place and 4 lots on the R-CL, subject to all other conditions. Motion carried unanimously.

Lurie -
Motion APPROVED to reconsider the application carried unanimously.

8/1/84 Agenda

Director of Community Planning & Development to renotify property owners relative to the 8/1/84 Reconsideration of this item.

APPROVED AGENDA ITEM

mp Coe

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 18, 1984 City Council Agenda

X.

D. REQUEST TO RESCIND ACTION ON ZONE CHANGE - Z-39-84 - DELL R. NIELSON
 AND PENNY NIELSON

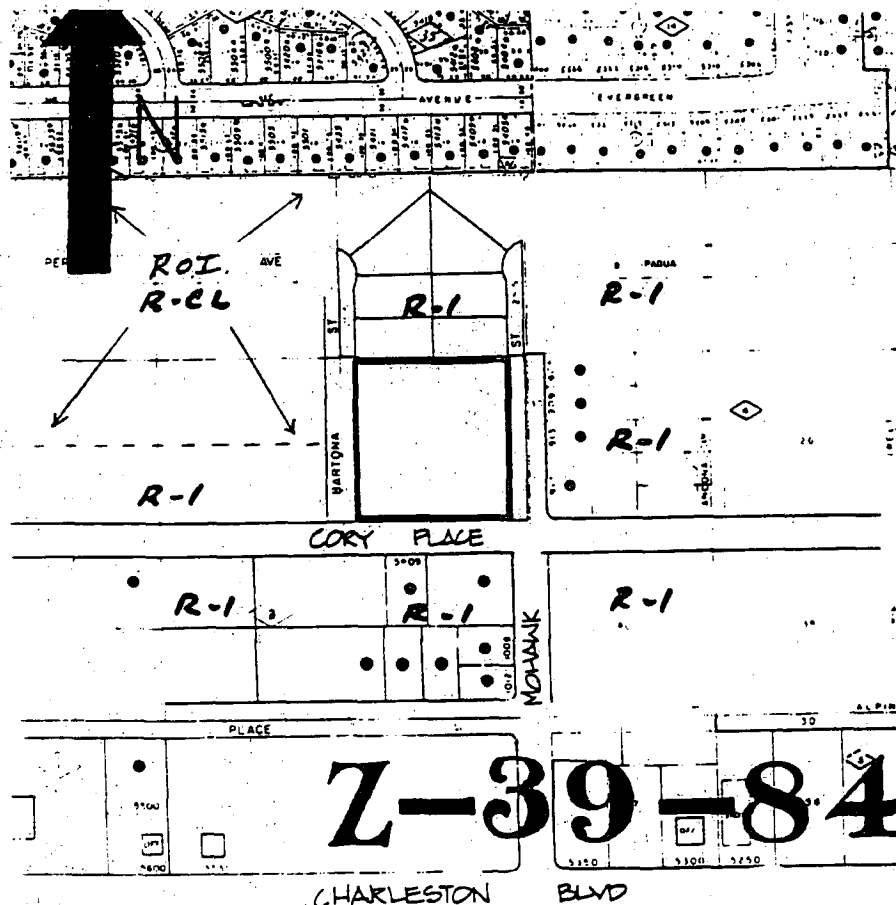
This item is on the agenda at the request of Councilman Lurie to rescind the action that was taken and to set up a new public hearing on this request for R-CL zoning that is generally located northwest of Mohawk Street and Cory Place. The purpose of having a rehearing on this application is to consider allowing the 12 lots rather than the 11 that were approved. According to Councilman Lurie, the applicant has contacted all of the property owners in the immediate area and they are not opposed to the 12 lots.

The request involves a two acre parcel to be rezoned from R-1 to R-CL for a single family development that is immediately east of 10 acres that was approved for R-1 and R-CL. The pattern has been to maintain the existing R-1 zoning across from R-1 zoned land on the south side of Cory Place. The Planning Commission recommended the application be amended to the northwest portion only which would also require a row of R-1 lots along the east side of development along Mohawk Street. This amendment reduced the total lots from 12 to 11. The R-CL zone requires a 5 acre minimum site and the Planning Commission felt a waiver on this 2 acre site was justified because R-CL was approved immediately to the west. All of the proposed homes in this development will be in excess of 1,200 square feet, excluding the garage.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to amending the application to the northwest portion only.

STAFF RECOMMENDATION: APPROVAL - Subject to R-CL on the northwest portion only.

PROTESTS: 3 - 2 Persons spoke at the Planning Commission meeting
 1 Letter



EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984

X. COMMUNITY PLANNING & DEVELOPMENT

H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 1

MAYOR BRIARE:

Item 7 is Z-39-84, Dell Nielson and Penny Nielson for reclassification of property generally located on the north side of Cory Place between Barton Street on the west and Mohawk Street on the east to change from R-1 to Single-Family Compact Lot, but the proposed use is a medium low density detached single-family residence. Planning Commission recommendation was for approval, subject to certain conditions. Staff's recommendation was for approval. However, on this one there were three protests.

COUNCILMAN LURIE:

Harold, Mayor, Harold, is that the new plot plan that was approved?

HAROLD FOSTER:

Yes, with 11 lots.

COUNCILMAN LURIE:

With 11 lots.

COUNCILMAN LEVY:

There's 12 of them, count them.

HAROLD FOSTER:

So it's as recommended by the Planning Commission.

COUNCILMAN LEVY:

There's 12 of them.

COUNCILMAN LURIE:

I know there's 12 of them on that one, but my understanding was the new plot plan was submitted with 11 lots.

HAROLD FOSTER:

Well there's 11 lots on this.

COUNCILMAN LEVY:

No, there's 12.

CHUCK BRECHLER:

There's 12 there.

COUNCILMAN LURIE:

You've got to take out one of those R-CL's to make it 11.

HAROLD FOSTER:

Well, one was increased on the west side of the original plot plan.

COUNCILMAN LEVY:

Decreased.

CHUCK BRECHLER:

Yes.

HAROLD FOSTER:

Didn't notice that.

CHUCK BRECHLER:

The motion by the Planning Commission as I remember, Harold, was that it go to R-1 facing the R-1 residence to the east and that the west side of it continue as R-L, R-CL, I'm sorry. So we adjusted it to remain with the 12 lots and met with the recommendations of the Planning Commission.

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X. COMMUNITY PLANNING & DEVELOPMENT
H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

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- MAYOR BRIARE: We know who you are, Chuck, but the machine doesn't.
- CHUCK BRECHLER: I'm sorry. Chuck Brechler, Brechler, Rice and Associates, representing the owner.
- COUNCILMAN LURIE: I want Harold to check that out because that's not my understanding.
- COUNCILMAN CHRISTENSEN: In other words, in other words, what this does is this puts R-1 against R-1.
- CHUCK BRECHLER: Correct.
- HAROLD FOSTER: That's correct. On this plan, what they're doing is they're reducing lot sizes on the portion that's recommended for R-CL, which would be these. What's shown here is 5 lots. Now, it means a lot width of about 40 feet. You'll remember when the R-CL was approved to the west we wanted to get those lots closer to the R-1 size and they were, I think, initially they were 55. We asked that they be 60, but those were left at 55. Now these, if you allow the additional lot here, you're allowing a much smaller lot size than you are in the R-CL to the west.
- COUNCILMAN LEVY: I thought it says here that he came back with a plot plan with 11 lots?
- HAROLD FOSTER: I just missed it.
- COUNCILMAN LEVY: Oh, okay.
- HAROLD FOSTER: I thought this one -- when I saw the three over there and I quickly glanced and I thought we had a total of 11 and I just didn't notice it until now, but staff would recommend that there only be 4 lots so that the R-CL lots on this development be essentially the same as over here.
- COUNCILMAN LURIE: That's what was explained to me and that's what was sold to the people in the area.
- COUNCILMAN LEVY: And that's the recommendation --
- COUNCILMAN LURIE: And they were satisfied with that.
- DELL NIELSON: May I say something? I'm Dell Nielson the applicant here I believe. I have met with some of the people in the area and they have no objection to this plan here. I did this last Thursday or Friday and economically this makes it a lot more saleable package and palatable.

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984

X. COMMUNITY PLANNING & DEVELOPMENT

H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 3

DELL NIELSON:

There's a lot of off-sites involved here and there's also a lot of caliche in that area and we need the density.

COUNCILMAN LURIE:

I know, Dell, but we're trying to develop this area so that it develops with the same pattern of other homes going in the area and when we dealt on the other ten acres, the other side, we worked all that out and I didn't think we were going to have any problem with this because when I met with Harold and discussed with him, it was understood that the R-CL lots facing R-CL were going to be the same width. Now, you're coming in and you're trying to change it. Now I talked to the people in the area and I explained to them what was taking place and they were satisfied with it, that's why you don't see them here today. If I'd a known that you were going to stick this in there and add another lot and try to sell it to us, I'd had a few people down to speak in opposition to it.

DELL NIELSON:

I took the plan up there and talked to them last week, Ron, towards the end of the week and this is the plot that we brought in. I don't want to get into an argument.

COUNCILMAN LURIE:

Do you want to hold it? Do you want to hold it then while I go back up and talk to them, for two weeks?

DELL NIELSON:

No.

MAYOR BRAIRE:

Gentlemen, are you here for something other than this? We're down to the bottom of the agenda. Were you here on this application?

COUNCILMAN LEVY:

Actually, he's late.

COUNCILMAN LURIE:

We turned you down already, Buzz.

COUNCILMAN LEVY:

We turned you down.

COUNCILMAN LURIE:

No. It'll be fine with me if you want to hold it for two weeks and let me go talk with them and --

DELL NIELSON:

Do you want to do that?

CHUCK BRECHLER:

Could we stand two weeks?

COUNCILMAN LEVY:

Somebody's got to make a decision.

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984
X. COMMUNITY PLANNING & DEVELOPMENT
H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

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DELL NIELSON: It's alright with me, but the developer involved I'd like, you know --

MAYOR BRIARE: Have Mr. Nielson and Councilman Lurie been talking to the same people or different people?

COUNCILMAN LURIE: Well, I don't know.

DELL NIELSON: I think we're talking to the same people. I've talked to them since Ron has, I believe. I don't want to put you on a spot, but I went up there last Thursday evening and talked and it was satisfactory with them.

COUNCILMAN LURIE: You meet with Keith and with Nita Burrows and Harold?

DELL NIELSON: Yes.

MAYOR BRIARE: If we can handle it, let's handle it. Why prolong the agony, right, Chuck?

CHUCK BRECHLER: We just as soon the decision was made.

COUNCILMAN LURIE: Okay, then, I'll make a motion that we APPROVE the project with 11 lots, R-1 on Mohawk, R-1 on Cory Place and 4 lots on the R-CL, subject to all the other conditions.

MAYOR BRIARE: Now, is that the way the recommendation came to us?

HAROLD FOSTER: Yes.

CHUCK BRECHLER: Mr. Mayor, could we have Harold read the Planning Commission recommendation?

COUNCILMAN LEVY: We have it right here, Mr. Brechler.

CHUCK BRECHLER: I have not seen it, I'm sorry.

MAYOR BRIARE: What did you want, Chuck?

CHUCK BRECHLER: The recommendation from the Planning Commission.

MAYOR BRIARE: Oh, here, hand that to Mr. Brechler, will you please.

CHUCK BRECHLER: That's as I remember that there wasn't a restriction on the lot widths or the number of lots, just that it would meet the R-CL requirement.

COUNCILMAN LEVY: Well it seems that our planner here has told us what was said and I certainly --

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984
X. COMMUNITY PLANNING & DEVELOPMENT
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HAROLD FOSTER:

Well, you see this revised map was submitted after the Planning Commission so there wasn't any discussion about a 40 foot lot size at the Planning Commission meeting because that was just submitted like a week ago and so what they're doing, is asking for a change from what was essentially submitted at the Planning Commission.

MAYOR BRIARE:

Do we all know what it is that we're voting on?

COUNCILMAN LEVY:

Yes.

MAYOR BRIARE:

Okay. It's not exactly what you wanted, Mr. Nielson.

COUNCILMAN LEVY:

If I vote "no" that means I'm voting down against the project.

MAYOR BRIARE:

You can amend it to make 12 -- what is it the argument to be on 11? You could make a motion to amend it to 12. Of course, that would just --

COUNCILMAN LEVY:

Then he -- then we'd have a problem. We have a motion on the floor.

MAYOR BRIARE:

We have a motion on the floor. Are you ready for the vote?

COUNCILMAN LURIE:

Ready.

MAYOR BRIARE:

Cast your votes. Post. Motion's approved as the motion was made. (Motion carried unanimously.)

END OF EXCERPT

AGENDA

CITY COUNCIL MINUTES - JULY 18, 1984

City of Las Vegas

July 18, 1984

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CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1418

E. SIX-MONTH REPORT ON BUILDING AND SUBDIVISION
ACTIVITY

Christensen -
Motion APPROVED to
accept Report carried
unanimously.

Staff to proceed

F. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE CITY PLANNING COMMISSION AT
ITS JULY 12, 1984 MEETING.

VAC-15-84

8/1/84 Agenda

G. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD JUNE 28, 1984.

V-71-84
V-76-84

8/1/84 Agenda
8/1/84 Agenda

APPROVED AGENDA ITEM

mp Coe

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 18, 1984 City Council Agenda

X.

E. SIX-MONTH REPORT ON BUILDING AND SUBDIVISION ACTIVITY

A report is submitted to the Council every six months on the number of new housing units constructed and the subdivision activity in the City. The housing activity was up 49% in the first half of 1984 as compared to the last half of 1983 and the subdivision activity was down 52%. The subdivision activity is measured in terms of the number of lots processed on tentative maps and final maps. There was approximately a 67% decrease on lots processed on tentative maps and a 42% decrease on final maps. The number of new housing units built in the first half of 1984 as compared to the last half of 1983 showed a 13% decrease in single family homes, a 288% increase in condominium units and an 80% increase in multi-family units. A detailed breakdown of this activity is as follows:

HOUSING UNITS BUILT FOR '83-'84

	<u>Second Half 1983</u>	<u>First Half 1984</u>	<u>Numerical Difference</u>	<u>Percent Difference</u>
Single Family	813	708	-105	-12.9%
Condominiums	149	578	+429	+287.9%
Mobile Homes	-	-	-	-
Multi-Family	450	811	+361	+80.2%
	<u>1,412</u>	<u>2,097</u>	<u>+685</u>	<u>+48.5%</u>

SUBDIVISION LOTS PROCESSED FOR '83-'84

	<u>Second Half 1983</u>	<u>First Half 1984</u>	<u>Numerical Difference</u>	<u>Percent Difference</u>
Tentatives	3004	1280	-1724	-57.4%
Finals	1898	1099	-799	-42.1%
	<u>4902</u>	<u>2379</u>	<u>-2523</u>	<u>-51.5%</u>

AGENDA*City of Las Vegas*

July 18, 1984

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

XI. ADDENDUM ITEMSADDENDUM NO. 1DEPT. OF BUSINESS ACTIVITYH. LIQUOR & GAMING -- Change of OwnershipAPPROVED
See page 6-A

See page 6-A

1. From: Sundance Associates, a limited Partnership -- General Partners: Sundance Hotel & Casino, Inc., 2%; Allan D. Sachs, 2%; Herbert L. Tobman, 1%; Jay Hechtman, 1%; Limited Partner: Trans-Sterling, Inc. 94%

To: JDG, INC. dba SUNDANCE HOTEL & CASINO
301 East Fremont, General On-Sale License,
Nonrestricted Gaming, John D. Gaughan,
Sole Officer/Director, 100%, subject to
the provisions of the Planning, and Fire
codes and Health Department regulations;
also subject to final State Gaming
approval on July 18, 1984.

SEE PAGE 6A - NO ACTION TO BE TAKEN ON
THIS ITEM UNTIL AFTER 2 P.M. IN
COMPLIANCE WITH THE OPEN MEETING LAW.

APPROVED AGENDA ITEM
[Signature]

AGENDA*City of Las Vegas*

July 18, 1984

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

ITEM

Council Action

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XII. CITIZENS PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

NONE

NONE

MEETING ADJOURNED AT 2:18 P.M.

APPROVED AGENDA ITEM

mp Core