

S.v

City of Las Vegas Redevelopment Agency
Council Chambers • 400 East Stewart Avenue
Phone - 229-6011 [Voice] 386-9108 [TDD]

MINUTES

Meeting of
November 3, 1999
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 10:13 A.M.
Adjourned: 10:32 A.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B. GOODMAN	☒	☐	☐
MEMBER MICHAEL J. McDONALD - VICE-CHAIRMAN	☒	☐	☐
MEMBER GARY REESE	☒	☐	☐
MEMBER LARRY BROWN	☒	☐	☐
MEMBER LYNETTE BOGGS McDONALD	☒	☐	☐
VIRGINIA VALENTINE, EXECUTIVE DIRECTOR	☒	☐	☐
JOHN REDLEIN, CHIEF CIVIL DEPUTY CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, SECRETARY	☒	☐	☐

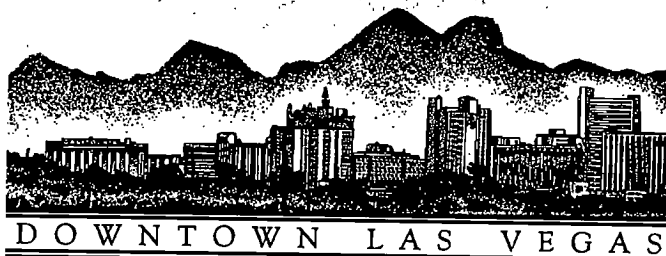
APPROVED BY REFERENCE: November 17, 1999

ATTEST:

SECRETARY

CHAIRMAN

29v



City of Las Vegas Redevelopment Agency
COUNCIL CHAMBERS • 400 STEWART AVENUE
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
PHONE 229-6100
NOVEMBER 3, 1999

9:00 A.M.

(Following Morning Session of City Council Meeting)

AGENDA

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEOTAPED FOR REBROADCAST ON CABLE CHANNEL 4 BY THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION. THE PROCEEDINGS WILL BE REBROADCASTED ON CABLE CHANNEL 4 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:30 PM, AND THE FOLLOWING MONDAY AT 9:30 AM

- I. CALL TO ORDER
- II. ANNOUNCEMENT RE: COMPLIANCE WITH THE OPEN MEETING LAW
- III. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF OCTOBER 20, 1999
- IV. NEW BUSINESS
 - A. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL TESTING AT THE ARMORY SITE (\$2,500)
 - B. DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY FOR SITE REMEDIATION AT THE FORMER NATIONAL GUARD ARMORY (NOTE: This item is a companion to City Council Item #43)
 - C. DISCUSSION AND POSSIBLE ACTION TO PRE-APPROVE THE CONTRACT AMOUNT FOR THE ENVIRONMENTAL REMEDIATION SERVICES AT THE FORMER NATIONAL GUARD ARMORY, NOT TO EXCEED \$40,000
- V. CITIZEN PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISION OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A REDEVELOPMENT AGENCY MATTER NOT LISTED ON THE AGENDA, PLEASE STEP UP TO THE PODIUM AND CLEARLY STATE YOUR NAME AND ADDRESS. PLEASE LIMIT YOUR REMARKS TO THOSE MATTERS UNDER THE EXPRESS JURISDICTION OF THE REDEVELOPMENT AGENCY. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

Facilities are provided throughout City Hall for the convenience of disabled persons. Special equipment for the hearing impaired is available for use at meetings. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Board
Senior Citizen Center, 450 East Bonanza Road
Clark County Government Center, 500 So. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

AFFIDAVIT OF MAILING

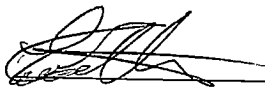
(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **27th** day of **October**, 1999, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **A Redevelopment Agency Meeting** to be held on the 3rd day of **November**, 1999 was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.



SIGNATURE

City Clerk

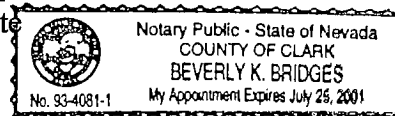
DEPARTMENT

Subscribed and sworn to before me this

27th day of October, 1999



NOTARY PUBLIC in and for said County and State



(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) SS

COUNTY OF CLARK)

Eva Cotton an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **28th** day of **October, 1999**, at the hour of **8:00 a.m.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Redevelopment Agency Meeting** to be held on the **3rd** day of **November, 1999** at **9:00 a.m.**, Las Vegas, Nevada; to be posted on Public

Bulletin Boards at the following locations:

1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. In the Senior Citizens Center, 450 E. Bonanza Road;
3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office); and
5. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).

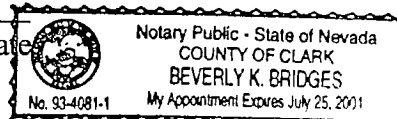
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 28th day of October, 1999

NOTARY PUBLIC in and for said County and State



City of Las Vegas

REDEVELOPMENT AGENCY AGENDA **MEETING OF: NOVEMBER 3, 1999**

THESE PROCEEDINGS ARE BEING VIDEOTAPED FOR REBROADCAST ON CABLE CHANNEL 4 BY THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION. THE PROCEEDINGS WILL BE REBROADCASTED ON CABLE CHANNEL 4 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:30 PM, AND THE FOLLOWING MONDAY AT 9:30 AM

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 10:13 A.M.

PRESENT: CHAIRMAN GOODMAN and MEMBERS M. McDONALD, REESE, BROWN, and L. McDONALD

ALSO PRESENT: VIRGINIA VALENTINE, Executive Director, JOHN REDLEIN, Chief Civil Deputy City Attorney and BARBARA JO RONEMUS, Secretary

ANNOUNCEMENT MADE: Posted as follows:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy.
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board

(10:13)
1-2361

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: November 3, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFFREY MARESH

SUBJECT:

Approval of the minutes by reference for the meeting of October 20, 1999.

MOTION:

M. McDONALD - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(10:13)

1-2370

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: November 3, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFFREY MARESH

SUBJECT:

Discussion and possible action to approve the Second Amendment to the Professional Services Agreement for environmental testing at the Armory site.

Fiscal Impact

☐	No Impact	Amount: \$2,500
☒	Budget Funds Available	Dept./Division: Redevelopment Agency
☐	Augmentation Required	Funding Source: Brownfields Grant

PURPOSE/BACKGROUND:

Soil and groundwater testing was performed at the Armory site. In order to complete this study, the "Data Validation" task was omitted from the original project scope and had to be added at a later date.

Original Agreement Amount : \$14,925

First Amendment Amount : 16,600

SECOND AMENDMENT AMOUNT : 2,500

Total \$ 34,025

RECOMMENDATION:

It is the recommendation of the Operations Officer that the Chairman of the Agency board approve the Second Amendment to the Professional Services Agreement for environmental testing at the Armory site and authorize the Chairman to execute the agreement.

BACKUP DOCUMENTATION:

The Second Amendment to the Professional Services Agreement for the Armory site is attached.

MOTION:

M. McDONALD - APPROVED as amended with the agreement to be submitted to the City Attorney to confirm that all disclosure requirements have been met prior to execution by the Chairman - UNANIMOUS

MINUTES:

JEFFREY MARESH, Operations Officer, stated the item is in order. The \$2,500 will allow funding for the data validation for the soil testing as required by the federal government. These funds will be reimbursed to the Redevelopment Agency through the Brownfields Cleanup Revolving Loan Fund Grant. Although the original professional services agreement was executed before October 1, the disclosure of interest will be submitted.

REDEVELOPMENT AGENCY MEETING OF: November 3, 1999

Item A - Discussion and possible action to approve the Second Amendment to the Professional Services Agreement for environmental testing at the Armory site.

MINUTES - Continued:

CITY ATTORNEY REDLEIN recommended that if this item is approved, that the contract be submitted to the City Attorney for confirmation that all disclosure requirements have been met before it is executed by the Chairman.

There was no further discussion.

(10:13 - 10:15)

1-2379

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT ARMORY SITE**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 5th day of November 1999, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public agency of the State of Nevada (hereinafter referred to as "AGENCY") and KLEINFELDER, INC., a Nevada corporation (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the AGENCY and CONSULTANT entered into a Professional Services Agreement dated December 7, 1998 ("Original Agreement"), for CONSULTANT's environmental consulting services to perform testing and analysis of soil and/or groundwater; consultation regarding the environmental conditions and the environmental regulatory obligations on behalf of the City of Las Vegas and AGENCY in preparation for the development of the Armory Site; and

WHEREAS, the Original Agreement was amended on _____, 1999, by the First Amendment to Professional Services Agreement Armory Site. The Original Agreement and the First Amendment are collectively referred to as the "Agreement."

WHEREAS, the AGENCY and CONSULTANT now desire to provide for data validation.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree to amend the Agreement as follows:

1. Section I, RESPONSIBILITY OF CONSULTANT, Subsection A shall be amended by adding the following to the end of the subsection:

The CONSULTANT shall perform additional services, pursuant to Section 7 of this Agreement. CONSULTANT's additional services are more specifically described in the Change Order, Project No. 31-142634, dated July 28, 1999, and attached as Exhibit A-2 and incorporated herein.

2. Section III, SCOPE OF SERVICES, shall be amended by adding the following to the end of the section:

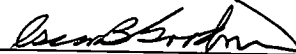
CONSULTANT shall perform additional services described as the Data Validation in the Change Order, Exhibit A-2. The CONSULTANT's additional service involves validating the analytical data provided by the laboratory pursuant to the request of the AGENCY and the U. S. Environmental Protection Agency.

3. Section VIII, COMPENSATION AND TERMS OF PAYMENT, Subsection B1, shall be amended by adding the following sentence end of the first sentence:

The AGENCY shall pay the CONSULTANT for additional services as set forth in Section III, SCOPE OF SERVICES, and described in the Change Order, Exhibit A-2, an amount not to exceed \$2,500.00.

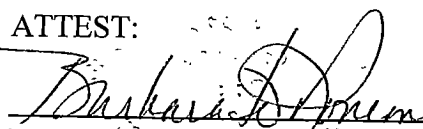
4. Except as hereinabove set forth, the Agreement shall remain valid and in full force and effect.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

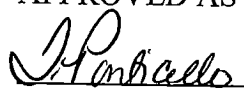
By: 
OSCAR B. GOODMAN, Chairperson

"AGENCY"

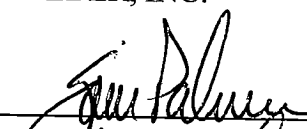
ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 9/8/99
Date

KLEINFELDER, INC.

By: 
Its: Regional Mgr.

"CONSULTANT"

CHANGE ORDER

KLEINFELDER, INC.
6380 South Polaris Avenue
Las Vegas, Nevada 89118-3821

 X CLIENT
City Of Las Vegas
Office of Business Development
400 Las Vegas Blvd North
Las Vegas, Nevada 89101

Date: July 28, 1999

Project Number: 31-142634
Client P.O. Number:

Project Name & Site: Armory Site, 250 Eastern Avenue North, Las Vegas, Nevada

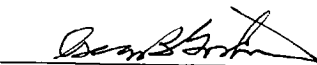
DESCRIPTION OF CHANGE	AMOUNT
1. Data Validation This task involves validating the analytical data provided by the laboratory. This task was not included in our original proposal. This task is being conducted at the request of the City of Las Vegas and the U.S. Environmental Protection Agency. <i>All terms and conditions of our original contract are still in effect.</i>	\$2,500.00
TOTAL	\$2,500.00

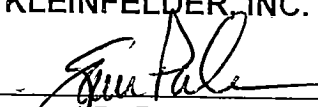
Previous Contract Amount \$ 14,925.00
Change Order Amount \$ 2,500.00
Revised Contract Amount \$ 17,425.00

APPROVAL:

Client: CITY OF LAS VEGAS

Consultant: KLEINFELDER, INC.

By: 

By: 
Samuel D. Palmer, P.E.

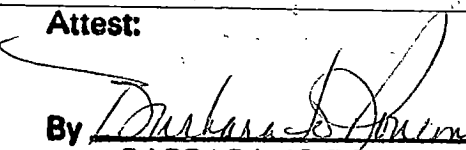
Title: 

Title: Regional Manager

Date: _____

Date: 9-10-99

Attest:

By: 
BARBARA JO RONEUMUS,
SECRETARY



KLEINFELDER

An employee owned company

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Kleinfelder, Inc. and all persons and entities holding more than a 1% interest in Kleinfelder, Inc. or any principal of Kleinfelder, Inc. are the following:

FULL NAME

- | | |
|---------------------|-------------------------|
| 1. Lawrence Bienati | 12. Gale Paddock |
| 2. Stephen Boll | 13. Larry Peterson |
| 3. Edwin Brown | 14. Dennis Quashnick |
| 4. Russell Carey | 15. Thomas Ries |
| 5. Raymond Costa | 16. Gerald Salontai |
| 6. Lloyd Crask | 17. William Siegel |
| 7. Raymond Davis | 18. Christopher Spandau |
| 8. Russell Erbes | 19. Richard Toy |
| 9. Ronald Heinzen | 20. Terence Wang |
| 10. John Large | 21. Richard Young |
| 11. Rick Larson | 22. Kent Zenobia |

BUSINESS ADDRESS

Kleinfelder, Inc.
5015 Shoreham Place
San Diego, California 92122

BUSINESS PHONE

(858) 320-2019

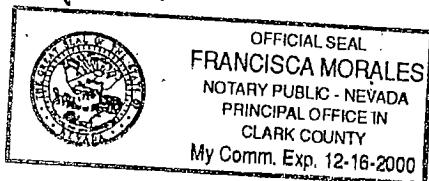
I certify under penalty of perjury, that the foregoing list is full and complete.

Kleinfelder, Inc.

By: _____

Subscribed and sworn to before me this
2nd Day of November, 1999.

Francisca Morales
Notary Public



#A

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: November 3, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFFREY L. MARESH

SUBJECT:

Discussion and possible action to approve an interlocal agreement between the City of Las Vegas and the City of Las Vegas Redevelopment Agency for site remediation at the former National Guard Armory.

NOTE: This item is a companion to City Council Item #43

Fiscal Impact

☒	No Impact	Amount:
☐	Budget Funds Available	Dept./Division:
☐	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

In order to effect the clean-up of the site of the former National Guard Armory, it is necessary for the Redevelopment Agency to enter into an interlocal agreement. The project demonstrates compliance to the goals and objectives of the Redevelopment plan.

RECOMMENDATION:

It is the recommendation of the Operations Officer that the Agency Board waive review by Citizens Advisory Committee on Downtown Development and Community Employment Advisory Committee and approve the interlocal agreement and authorize the Agency Chairman to execute the agreement.

BACKUP DOCUMENTATION:

Interlocal agreement
Agenda Memos (2)
Legal Description
Site Map

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

JEFFREY MARESH, Operations Officer, stated that this item is a companion to City Council Item #43.

There was no further discussion.

(10:15)
1-2437

**INTERLOCAL AGREEMENT
BETWEEN CITY OF LAS VEGAS REDEVELOPMENT AGENCY
AND CITY OF LAS VEGAS ARMORY SITE**

THIS INTERLOCAL AGREEMENT is entered into as of the 3rd day of November 1999, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter referred to as the "Agency") and CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City is a body politic and corporate of the State of Nevada (the "State"), duly organized and existing under the Constitution and laws of the State and the City Charter;

WHEREAS, the Agency is an independent public body corporate and politic created, existing and authorized to transact business and exercise power under the authority of and pursuant to the State's Community Redevelopment Law (Nevada Revised Statutes 279.382 through 279.680, inclusive), as amended and supplemented;

WHEREAS, a redevelopment plan, known as the "City of Las Vegas Redevelopment Plan" (the "Redevelopment Plan"), has been duly and regularly approved by the City Council of the City for a redevelopment project under the Act known and designated as the "City of Las Vegas Downtown Redevelopment Project" (the "Redevelopment Project");

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money;

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment agency;

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available;

WHEREAS, the City is the owner of certain vacant real property located at 250 N. Eastern Avenue, Las Vegas, Nevada, and formerly known as the "National Guard Armory" ("Property");

WHEREAS, the City proposes to develop the Property as a community center for use to the residents of the City of Las Vegas;

WHEREAS, the Agency is authorized to provide site preparation to property located within the Redevelopment Area, pursuant to the Redevelopment Plan for the Agency;

WHEREAS, the City requires site remediation and cleanup in order to proceed with the proposed development of the Property;

WHEREAS, the Agency desires to conduct site remediation and cleanup on the Property, and has determined that the buildings, facilities, structures or other improvements so constructed are of benefit to the Redevelopment Area, and that no other reasonable means of financing those buildings, facilities, structures or other improvements are available;

WHEREAS, based on the findings and determinations of the Agency and such other information as is available to the members of the City Council, the City Council hereby consents to the Agency causing site remediation and cleanup on the Property and hereby finds and determines that the buildings, facilities, structures or other improvements constructed as a part of the Property are of benefit to the Redevelopment Area and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, pursuant to NRS 277.180, the Agency may enter into interlocal contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, the City and the Agency, in consideration of the mutual covenants and promises herein contained, do hereby agree as follows:

I. [§100] SUBJECT OF AGREEMENT

A. [§101] Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Armory Project (the "Project") by providing for the improvement of certain real property (the "Site") included within the boundaries of the Project (the "Project Area"). The improvement of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan.

B. [§102] The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted by the City Council of the City of Las Vegas on March 5, 1986, by Ordinance No. 3218. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. [§103] The Redevelopment Area

The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries of the Redevelopment Area are specifically described in the Redevelopment Plan, as amended.

D. [§104] The Site

The Site is that portion of the Redevelopment Area shown on the "Map of the Site," attached to this Agreement as Attachment No. 1 and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment No. 2 and incorporated herein by reference. The Site is composed of real property presently owned by the City.

E. [§105] Parties to this Agreement

1. [§106] The Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (Health and Safety Code Section 33000 et seq.).

The principal office of the Agency is located at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101.

"Agency," as used in this Agreement, includes the Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

2. [§107] The City

The City is the City of Las Vegas, a municipal corporation duly organized and existing under the laws of the State of Nevada.

The principal address of the City is 400 E. Stewart Avenue, Las Vegas, Nevada 89101.

Whenever the term "City" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

II. [§200] IMPROVEMENT OF THE SITE

A. [§201] Improvement of the Site

1. [§202] Scope of Development

The City proposes to develop the Site as a community center to be operated by the City and used by the citizens and residents of the City of Las Vegas.

2. [§203] Cost of Construction

The cost of developing the Site and rehabilitating and/or constructing all improvements thereon shall be borne by the City, except for the work to be performed or paid for by the Agency or others, as hereinafter set forth.

3. [§204] Environmental Site Remediation

The Agency agrees to conduct and perform environmental site remediation and cleanup of the Site as required by the appropriate state agencies, specifically the Nevada Division of Environmental Protection. The cost of the remediation and cleanup shall not exceed Fifty Thousand Dollars (\$50,000).

4. [§205] City and Other Governmental Agency Permits

Prior to the commencement of construction (or any work related thereto) and site remediation upon the Site, the City and Agency shall secure, or cause to be secured, any and all permits which may be required by the City or any other governmental agency affected by such construction and site remediation.

5. [§206] Rights of Access During Construction

Representatives of the Agency and its designated agents shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of site remediation and cleanup for the purposes of this Agreement.

6. [§207] Antidiscrimination During Construction

The City, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of race, color, creed,

religion, sex, marital status, ancestry or national origin.

B. [§208] Certificate of Completion

Promptly after the completion of all work set forth in this Agreement on the Site, and upon the written request by the City, the Agency shall furnish the Participant with a Certificate of Completion which evidences and determines the satisfactory completion of such work. The Certificate of Completion shall not be withheld or delayed by the Agency unless the City shall have failed to satisfactorily complete the construction required by this Agreement in substantial compliance with the terms and provisions hereof.

III. [§300] USE AND MAINTENANCE OF THE SITE

A. [§301] Use of the Site

The City covenants and agrees for itself, its successors, its assigns and every successor in interest, to devote the Site to the uses specified in the Redevelopment Plan and to comply with all other provisions and conditions of the Redevelopment Plan for the period of time the Plan is in force and effect. The foregoing covenants shall run with the land.

B. [§302] Maintenance of the Site

The City agrees to maintain the improvements and landscaping on the Site in a clean and orderly condition and in good condition and repair and keep the Site free from any accumulation of debris and waste materials for the period of time the Redevelopment Plan is in force and effect.

C. [§303] Obligation to Refrain from Discrimination

The City covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the City itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

D. [§304] Form of Nondiscrimination and Nonsegregation Clause

The City shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

E. [§305] Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the Agency shall have the reasonable right of access to the Site without charges or fees for the purpose of inspection of the Site as to maintenance of the improvements thereon. Such representatives of the Agency shall be those who are so identified in writing by the Executive Director of the Agency.

IV. [§400] DEFAULTS AND REMEDIES

A. [§401] Defaults

Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

B. [§402] Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada.

The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement.

C. [§403] Applicable Law

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

V. [§500] GENERAL PROVISIONS

A. [§501] Conflicts of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The City warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

B. [§502] Nonliability of Agency Officials and Employees

No member, official or employee of the Agency shall be personally liable to the City in the event of any default or breach by the Agency or for any amount which may become due to the City or on any obligations under the terms of this Agreement.

VI. [§600] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement comprises pages 1 through 10, inclusive, and Attachment Nos. 1 through 2 which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the City, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the City.

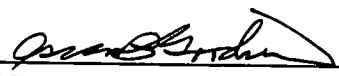
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VII. [§700] TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY AND CITY

The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency and the City.

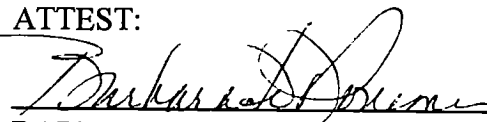
November 3, 1999

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairman

"AGENCY"

ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

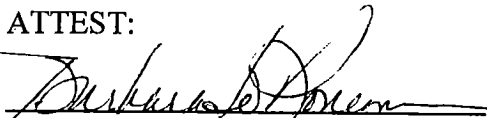
J. Ponticillo 10/22/99
Date

November 3, 1999

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

"CITY"

APPROVED AS TO FORM:

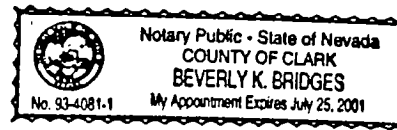
J. Ponticillo 10/22/99
Date

ACKNOWLEDGMENTS

STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me, a notary public, on this 3rd day of November, 1999, by OSCAR B. GOODMAN, Chairman of the City of Las Vegas Redevelopment Agency.

Beverly K. Bridges
NOTARY PUBLIC, in and for said County and State



STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me, a notary public, on this 3rd day of November, 1999, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

Beverly K. Bridges
NOTARY PUBLIC, in and for said County and State

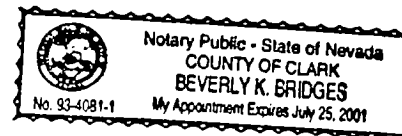
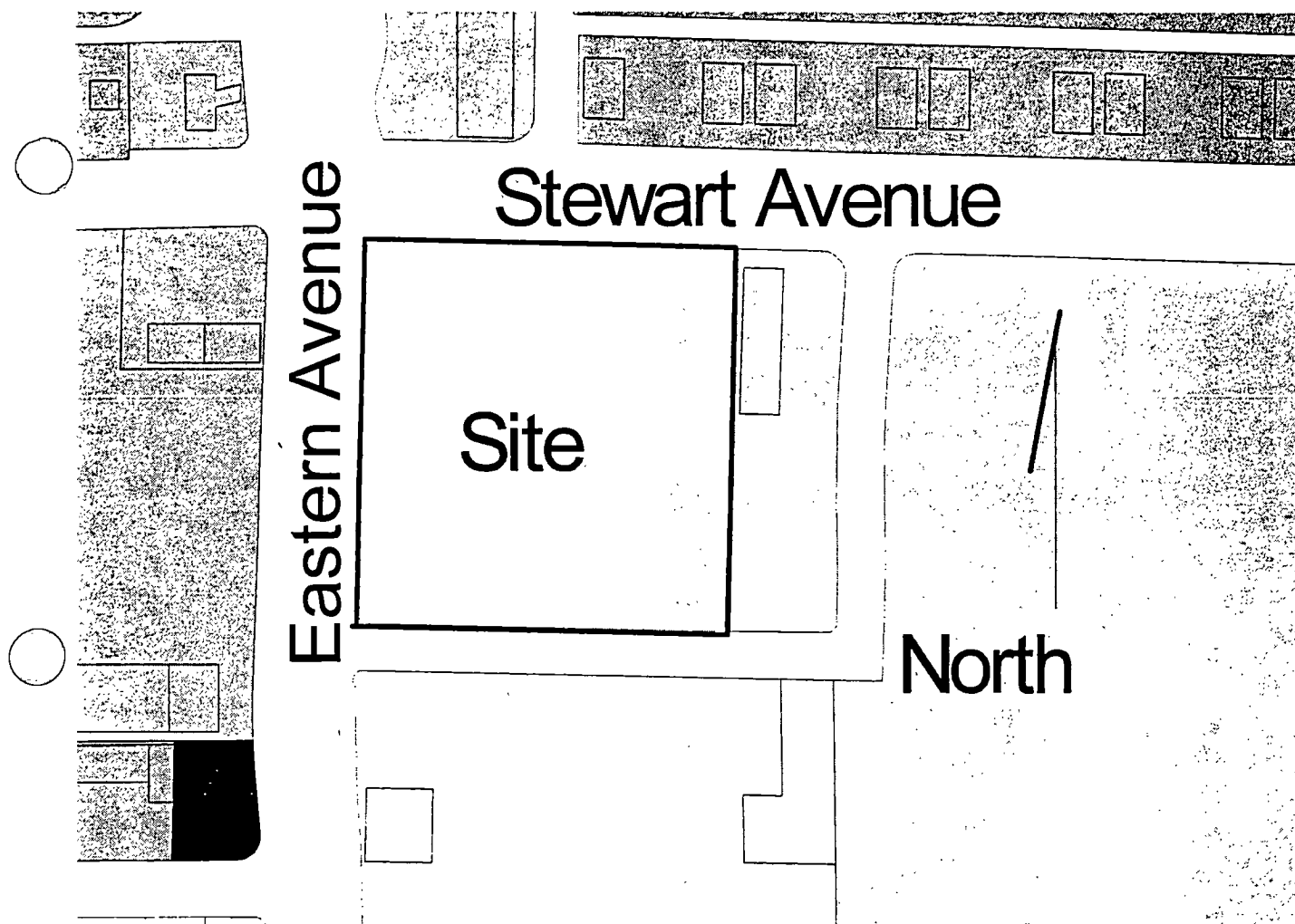


TABLE OF ATTACHMENTS

- ATTACHMENT NO. 1: Map of the Site
- ATTACHMENT NO. 2: Legal Description of the Site

ATTACHMENT 1

Site Map



ATTACHMENT 2

LEGAL DESCRIPTION FORMER NATIONAL GUARD ARMORY SITE

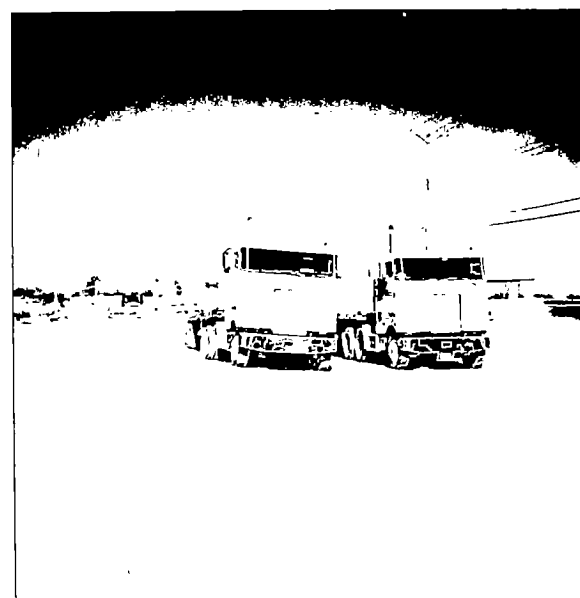
From the W $\frac{1}{4}$ corner of Section 36, Township 20 South, Range 61 east, M.D.M., marked by a 20 penny nail at the centerline intersection of Stewart Avenue and Euclid Avenue, thence South $88^{\circ}00'00''$ East, a distance of 40.00 feet to a point; thence South $02^{\circ}22'30''$ West, a distance of 50.00 feet to a point; said point being the point of beginning of the herein described parcel; thence South $88^{\circ}00'00''$ East, a distance of 400.00 feet to a point (said course parallel to and 50.00 feet from the north boundary of the SW $\frac{1}{4}$); thence South $02^{\circ}22'30''$ West, a distance of 403.60 feet to a point; thence, North $88^{\circ}00'00''$ West, a distance of 400.00 feet to a point (said course being on the north boundary of City property leased to the Youthtown, Inc.); thence North $02^{\circ}22'30''$ East, a distance of 403.60 feet to the point of beginning (said course parallel to and 40.00 feet from the west boundary of the SW $\frac{1}{4}$); the above described parcel contains 3.71 acres, more or less.



GPA-32-99



11/3/99 CITIZEN PARTICIPATION





AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: November 3, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFFREY L. MARESH

SUBJECT:

Discussion and possible action to pre-approve the contract amount for the environmental remediation services at the Former National Guard Armory, not to exceed \$40,000.

Fiscal Impact

☐

No Impact

Amount: \$40,000

☒

Budget Funds Available

Dept./Division: Redevelopment Agency

☐

Augmentation Required

Funding Source: Brownfields Cleanup Revolving Loan Fund Grant

PURPOSE/BACKGROUND:

In order to proceed with the timely remediation of contamination at the Former National Guard Armory site, it is necessary to obtain quotes from contractors that provide these services. The funding for this project will be provided by the Brownfields Cleanup Revolving Loan Fund Grant at a not to exceed cost of \$40,000. Bid shall be awarded in compliance with applicable bidding/award guidelines.

RECOMMENDATION:

It is the recommendation of the Operations Officer that the Chairman of the Agency board pre-approve the amount not to exceed \$40,000 for the contracting services for site cleanup at the Former National Guard Armory.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

JEFFREY MARESH, Operations Officer, stated that the estimated cost is for excavating the contaminated soil and replacing it with clean soil.

COUNCILMAN REESE expressed his appreciation to MR. MARESH for expediting these issues. The remediation must be done before plans can be drawn and this is very important to the East Las Vegas area. There will be a community center in addition to the Rafael Rivera Center, which is overcrowded. He also stated that he would like the Mayor and Council to be part of the negotiations and community involvement is encouraged. MAYOR GOODMAN inquired about the time frame. COUNCILMAN REESE replied by the first of the year.

There was no further discussion.

(10:15 - 10:18)

1-2462

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 3, 1999

CITIZEN PARTICIPATION:

ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISION OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A REDEVELOPMENT AGENCY MATTER NOT LISTED ON THE AGENDA, PLEASE STEP UP TO THE PODIUM AND CLEARLY STATE YOUR NAME AND ADDRESS. PLEASE LIMIT YOUR REMARKS TO THOSE MATTERS UNDER THE EXPRESS JURISDICTION OF THE REDEVELOPMENT AGENCY. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

MINUTES:

ANTHONY SNOWDEN, Citizen of Las Vegas, stated that his concern is that developers go to various neighborhoods that are run down and take advantage of the citizens, as Thompson Development Corporation is trying to do on Gregory Avenue. COUNCILMAN REESE asked what is being proposed for that area. MR. SNOWDEN replied that it would be a light industrial research facility. The ingress/egress will not be from Gregory Avenue, but from Lake Mead Boulevard and Losee Road. He indicated that the residents of the neighborhood do not want it and that this site is not far from a school.

MR. SNOWDEN submitted photographs that show vacant lots and abandoned vehicles. Code enforcement should not allow debris and cars to be on these vacant parcels. The residents would like intervention. He indicated that transitional housing was proposed for this area and the money was allocated by the State but still is not there. He would like to know if the funds that were to be used were recycled or put toward another project. The residents in this area seem not to be beneficiaries of the Grant Fund Projects.

COUNCILMAN REESE noted that on the corner of Lake Mead Boulevard and Losee Road there is a junk yard. No one will build a house and live on that corner. Applicants have proposed different types of development but nothing has gone through. He feels that there should be light commercial or a shopping center in this area. There is a process that the City goes through that includes neighborhood meetings and Planning Commission Meetings so the neighbors can be heard. COUNCILMAN REESE stated that he will not agree to a project that the neighbors do not agree with.

City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 3, 1999 CITIZEN PARTICIPATION

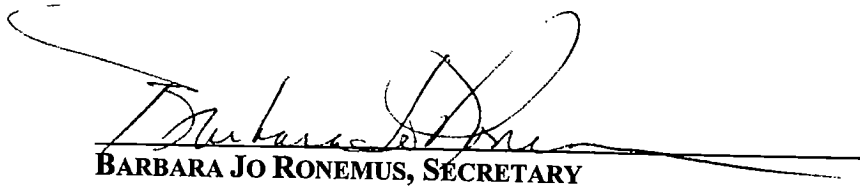
MINUTES - Continued:

MR. SNOWDEN reiterated that money was allocated by the State for transitional housing and wants to know what happened to those dollars. SHARON SEGERBLOM, Neighborhood Services, responded that the City is still in litigation and does not have clear title but will RP the property. The project was going to be called Casper Park and they went bankrupt. The City did not get money back but they did get the land back. COUNCILMAN REESE asked how much property the City has there. MS. SEGERBLOM replied that there are seven lots. It will not be single family but something similar. Neighborhood Services wants housing that will enhance the neighborhood. Neighborhood Services is also concerned about abandoned cars but it is difficult to tow cars off of private property. MS. SEGERBLOM stated that there will a definite improvement within the next week and she will keep MR. SNOWDEN informed.

BEATRICE TURNER, Citizen of Las Vegas, stated she is concerned about the property on Jackson Street. It belonged to LUCILLE HUGHES and she became ill. MR. MATTHEW CALLISTER was representing her family and he gave guardianship of this property to his secretary. Six months ago, this issue was before a probate judge to ask to use MS. HUGHES' money to tear down the buildings. To date, nothing has been done. MS. TURNER would like Code Enforcement to look at the condition of the buildings that sit on this property and do something about it. There is also a market on Jackson and Elk Street that is also owned by MS. HUGHES. This needs attention from Code Enforcement as well.

(10:18 - 10:32)
1-2575

THE MEETING ADJOURNED AT 10:32 A.M.


BARBARA JO RONEMUS, SECRETARY