

See ✓

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

MINUTES

Meeting of
November 17, 1999
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 11:21 A.M.
Adjourned: 11:29 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

BRADFORD R. JERBIC, CITY ATTORNEY

BARBARA JO RONEMUS, SECRETARY

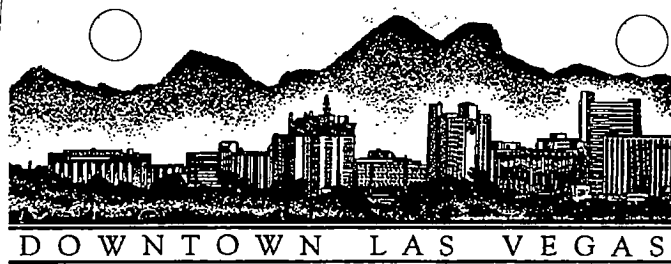
APPROVED BY REFERENCE: January 5, 2000

ATTEST:

SECRETARY

CHAIRMAN

45 ✓



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 17, 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 NOVEMBER 3, 1999
- IV. NEW BUSINESS
 - A. AND POSSIBLE ACTION TO APPROVE A LOAN IN THE AMOUNT OF \$50,000 FROM THE CITY OF LAS VEGAS TO THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY FOR ENVIRONMENTAL REMEDIATION AT THE FORMER NATIONAL GUARD ARMORY SITE (**NOTE: This is a companion item to City Council Agenda Item #79.**)

CITIZEN PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED ON 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

City of Las Vegas

REDEVELOPMENT AGENCY AGENDA MEETING OF: NOVEMBER 17, 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

I. CALL TO ORDER

II. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 11:21 A.M.

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

ALSO PRESENT: VIRGINIA VALENTINE, Executive Director, BRAD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

(11:21)

2-831

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

(11:21 - 11:22)

MAYOR GOODMAN invited everyone to join him at Smith's Food and Drug Store, located at Rancho and Craig, at 12:00 p.m., who would be donating over 5,000 pumpkin and berry pies to food pantries throughout the Valley as part of its Community Outreach Program initiative. These pies will provide a little bit of holiday cheer for those who are less fortunate.

(11:28 - 11:29)

2-1081

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: JEFFREY MARESH

SUBJECT:

Approval of the minutes by reference for the meeting of November 3, 1999.

MOTION:

M. McDONALD - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(11:22)
2-837

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: JEFFREY L. MARESH

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO APPROVE A LOAN IN THE AMOUNT OF \$50,000 FROM THE CITY OF LAS VEGAS TO THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY FOR ENVIRONMENTAL REMEDIATION AT THE FORMER NATIONAL GUARD ARMORY SITE.

NOTE: This is a companion item to City Council Agenda Item #79

Fiscal Impact

No Impact

Amount: \$50,000

Budget Funds Available

Dept./Division: Office of Business Development

Augmentation Required

Funding Source: Brownfields Cleanup Revolving Loan Fund Grant

PURPOSE/BACKGROUND:

In order to proceed with the environmental restoration of the Former National Guard Armory site, the City of Las Vegas will make a loan of \$50,000 to the Redevelopment Agency. The term of this loan will be two years and the interest rate will be 2%.

RECOMMENDATION:

It is the recommendation of the Operations Officer that the Agency Board approve the loan in the amount of \$50,000 and authorize the Agency Chairman to execute the loan agreement and other applicable loan documents.

BACKUP DOCUMENTATION:

Loan documents

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

JEFFREY MARESH, Operations Officer, Redevelopment Agency, recommended approval.

There was no discussion.

(11:22)

2-846

EXHIBIT "3"
Scope of Work

**TECHNICAL SPECIFICATIONS FOR
SOIL REMEDIATION
AT THE**

**FORMER NATIONAL GUARD ARMORY SITE
250 NORTH EASTERN AVENUE
LAS VEGAS, NEVADA**

TABLE OF CONTENTS

SECTION 1—REMOVAL OF CONTAMINATED SOILS

SECTION 2—BACKFILLING

SECTION 3—PRICING SCHEDULE

EXHIBIT 1—SITE DIAGRAM

**SECTION 1
REMOVAL OF CONTAMINATED SOILS**

PART 1 GENERAL

101 SUMMARY

- A. This section includes excavating, removing, stockpiling and disposing of soil impacted by petroleum hydrocarbons at concentrations above the adopted Nevada Division of Environmental Protection (NDEP) remedial action levels (contamination).

Site Name: Former National Guard Armory

Site Address: 250 North Eastern Avenue, Las Vegas, Nevada

The specific soil contaminants include the following co-mingled hydrocarbons: asphaltene, waste oil, motor oil, weathered diesel and hydraulic fluid. The approximate quantity of contaminated soil is 600 cubic yards. The maximum concentration of hydrocarbon contaminated soil detected at this site was 5100 parts per million. Higher concentrations of hydrocarbons may exist at this site. The general area where this impacted soil is located is beneath the former location of the Organized Maintenance Shop at the south center of the site. This building was used to service vehicles and the contaminated soil is located around the vehicle lift pit. The floor slab and the vehicle lift equipment remains at this location and the hydrocarbon contaminated soil can generally be found at depths from 5 to 14 feet below ground surface. Groundwater at this site is generally located at 10 feet below ground surface. At this time, no groundwater contamination above NDEP action limits has been found at this site.

Exhibit 1 shows the site location where soil contamination is to be removed.

- B. Include transport costs in the unit price bid item for all soil stockpiling and disposing.

1.02 SUBMITTALS

- A. Provide copies of all permits to the Owner and Engineer.
- B. Certificate of Destruction for Soils from the disposal facility.
- C. At least 5 days prior to start of work, provide the following certificates to the Owner for review and approval:

In addition to the State of Nevada Contractor's license, provide the Owner with a copy of the Public Service Commission of Nevada Order and Certificate of Public Convenience and Necessity for each hauler.

- D. Provide documentation stating the final destination and transporter of contaminated soils.
- E. Provide certificates of disposal from the disposal site, stating the acceptance of the contaminated and uncontaminated materials, as appropriate.

1.03 REGULATORY REQUIREMENTS

- A. Interface with the Clark County Health District Air Pollution Control Division and comply with the air quality standards as determined by all applicable regulations.
- B. Conform excavating techniques, sheeting, shoring, and bracing of trenches to OSHA requirements.
- C. Obtain a certificate from the Public Service Commission of Nevada under NRS 706.386 and NRS 706.421 for hauling uncontaminated or contaminated soil, asphalt, concrete, or backfill material
- D. The carriers or transporters responsible for hauling contaminated soil, asphalt, or concrete must also have a certificate from the Nevada Highway Patrol under NRS 706.
- E. The Contractor shall verify that the hauler's trucks are identified with the PSC or CPCA number. Leased vehicles must be identified with the primary carrier name and CPCA or PSC number and a copy of the lease must be available in the vehicle at all times
- F. Follow applicable safety regulations.

1.04 FIELD SAMPLES

- A. Soil and groundwater samples will be taken from any area which the Engineer suspects may be contaminated, and, as required by NDEP.
- B. The Engineer will:
 - 1. Evaluate soil removal criteria, excavation sampling guidelines, and acceptable laboratory analysis methods.
 - 2. Perform environmental quality sampling.

3. Coordinate laboratory analysis at Owner's expense.

- C. Engineer will make thorough review of excavation area after soil removal to evaluate and quantify potential contamination and will issue a letter report indicating results of observations prior to project completion.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Back-hoe or similar excavating equipment.

2.02 SYNTHETIC SHEETING

- A. Reinforced polyethylene vapor barrier, minimum six mil thickness. "Visqueen" or substitution as approved by Owner and Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Engineer, with the contractor's assistance, will sample the excavation for soil contamination.
- B. The extent of contaminated soil requiring removal and disposal will be evaluated by the Engineer and NDEP.

1. Keep excavation open until hydrocarbon contaminated soil has been removed to concentrations below NDEP adopted remedial action levels.

2. Engineer and Owner will observe excavation of contaminated soil.

3.02 PROTECTION

- A. Barricade excavation with temporary fencing and post with warning lights and flagging.
- B. Protect existing structures, underground lines, sidewalks, signs, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by excavation.
- C. Locate existing underground utilities in areas of work before starting excavation.

1 Where utilities are to remain in place, provide adequate protection during excavation.

2. If uncharted or incorrectly charted piping or other utilities are encountered during excavation, consult with the utility owner immediately for direction/instructions. Inform Engineer.

3. Repair damages to underground lines to the satisfaction of the utility owner, at no cost to the Owner.

D. Ensure weatherproofing of both stockpiled soils and excavation pit during excavation and removal of contaminated soils.

E. Comply with OSHA requirements to properly excavate and/or shore and brace excavations to prevent caving during excavation in unstable material and to protect adjacent structures, personnel, and the public.

3.03 EXCAVATION

A. Perform contaminated soil excavation with Engineer's approval and only when Engineer is present on-site.

B. Remove the visibly contaminated soil and segregate this soil from the uncontaminated soil, and temporarily stockpile.

1. Store stockpiles on, and cover by, low permeability synthetic sheeting to isolate from the environment.

2. Staging stockpile area: designated by the Owner and the Engineer

C. After analysis for soil contamination by Engineer, transport and properly dispose of soil stockpile at an appropriate facility.

1. After determination of disposal location, transport and dispose of stockpiles of excavated materials in a manner acceptable to the Owner and in accordance with applicable regulations.

2. Stockpile excavated material no longer than is necessary to perform analyses to determine appropriate disposal facility.

3. Provide a Certificate of Destruction of Soils from the disposal facility.

SECTION 2 BACKFILLING

PART 1 GENERAL

1.1. SUMMARY

- 1.2. A. The Contractor shall transport and install backfill materials in all excavations in accordance with the best practices of the profession and all applicable state and local regulations and codes.

Section includes:

1. Site filling and backfilling.
2. Consolidation and compaction as scheduled.

1.3. 1.02 REFERENCES

- A. Uniform Standard Specifications for Public Works" Construction Off-site Improvements, 1997 Release, Sections 111 and 207 inclusive.

PART 2 PRODUCTS

MATERIALS

- A. Structural Fill Type II: As specified in technical specifications.

PART 3 EXECUTION

1.4. PREPARATION

- A. Remove loose soils one (1) foot or greater in depth and all unsatisfactory soils, scarify a minimum of six (6) inches and recompact to at least 90 percent of maximum density before placing structural fill. Moisture content must be within two percent of optimum moisture.
- B. Cut out soft areas of subgrade not capable of in-situ compaction. Backfill with Type II fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. The Contractor will verify with the Engineer that all fill materials are acceptable.

D. BACKFILLING

- a) Backfill areas to contours and elevations with appropriate materials.
- b) Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- c) Employ a placement method that does not disturb or damage other work.
- d) Maintain moisture content of backfill to within two percent of optimum moisture to attain required compaction density.
- e) Make gradual grade changes. Blend slope into level areas.
- f) Remove surplus backfill materials from site.

1.5. 3.03 TOLERANCES

- A. Top Surface of Backfilling Under Paved Areas: Plus or minus 1/10-foot from required elevations.
- B. Top Surface of General Backfilling: Plus or minus 1/10-foot from required elevations.
- C. The tolerance for the top surface of backfilling under paved areas shall be plus or minus one-half (1/2) inch from required elevations. The final elevation of paved surfaces will match existing surfaces.
- D. If work does not meet specified requirements, the Contractor must remove work, replace backfill, have work retested and approved by the Engineer at no cost to the Owner.

1.6. 3.04 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed by the Contractor.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- C. The Contractor shall provide and install imported pea gravel, soil and sand that is free from debris, roots, wood, scrap materials, vegetable matter, rocks over two (2) inches in greatest dimension, and other deleterious substances.
- D. Prior to placement of aggregate base course material at paved areas, subsoil will be compacted to 95 percent of its maximum dry density when tested by the Contractor in accordance with ANSI/ASTM D-698.
- E. The Contractor will maintain backfill within two percent of optimum moisture materials to attain required compaction density. The Contractor will add water to the backfill material or dry backfill material as necessary to remain within two percent of the optimum moisture content. The Contractor shall employ such means as may be necessary to secure a uniform moisture content throughout the material for each layer being compacted. After the material has been moisture conditioned, the Contractor shall compact it with compaction equipment appropriate for use to achieve the required compaction.
- F. The Contractor shall systematically backfill areas to contours and elevations to allow maximum time for natural settlement. The Contractor shall not backfill over "spongy" subgrade surfaces.

G. Inspection and final approval of backfill and compaction shall be performed by the Engineer. Retesting for failed backfill material and compaction will be paid for by the Contractor.

1.7. 3.05 PROTECTION OF FINISHED WORK

- A. Protect finished Work as required.
- B. Reshape and recompact fills subjected to vehicular traffic.

SECTION 3

PRICING SCHEDULE

Soil Remediation
at the
Former National Guard Armory
250 North Eastern Avenue
Las Vegas, Nevada

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1	Removal of 4 to 8 inch thick concrete slab.	1600	SF		
2	Excavation, transport and disposal of soil contaminated with petroleum hydrocarbons.	600	CY		
3	Backfill with clean imported material, soil compaction, including testing.	600	CY		

TOTAL \$ _____

CERTIFIED ENVIRONMENTAL MANAGER STATEMENT

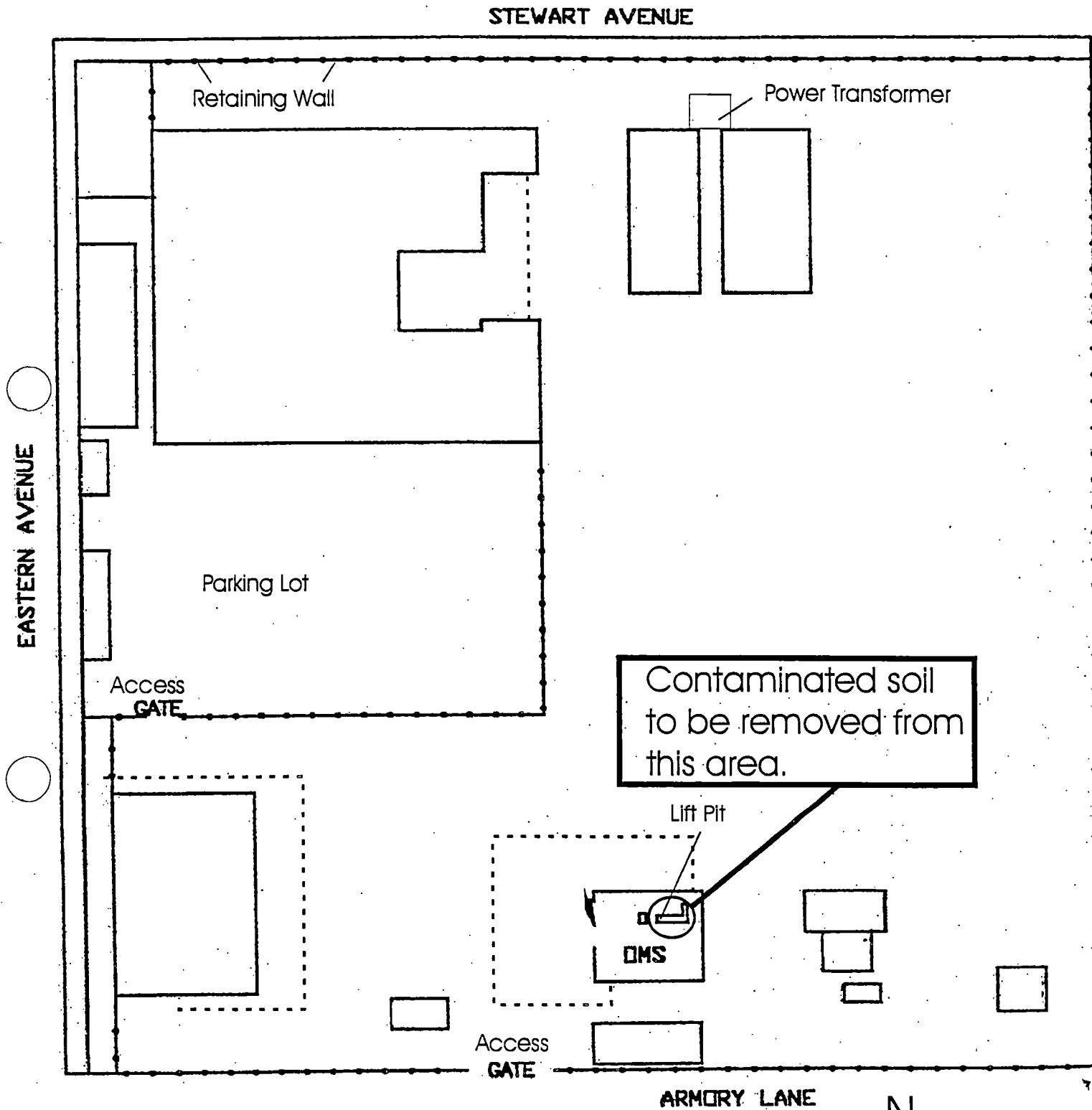
For the services provided and described in Section 1 of this document, the following language is from NAC 459.

I hereby certify that I am responsible for the services described in this document and for the preparation of this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge, comply with all applicable federal, state and local statutes, regulations and ordinances.



Jeffrey M. Dix
Nevada CEM # 1452 (expires 6/5/01)
Date Signed 10/22/99

Exhibit 1



OMS = Organized Maintenance Shop

Drawing Not to Scale



EXHIBIT "4"
Form of
PROMISSORY NOTE SECURED BY DEED OF TRUST

City of Las Vegas
Brownfields Cleanup Revolving Loan Fund

\$50,000.00

November 17, 1999
Las Vegas, Nevada

FOR VALUE RECEIVED, CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public agency, corporate and politic, existing under the laws of the State of Nevada, ("Borrower"), promises to pay to the order of CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Lender"), the Principal Amount with interest on the unpaid balance at the annual Interest Rate, payable as specified below. This Note is unsecured.

TERMS AND CONDITIONS

This Note shall be subject to the following terms and conditions:

1. **Loan Agreement.** This Note is subject to the provisions of the Brownfields Cleanup Revolving Loan Fund Loan Agreement ("Loan Agreement") between Lender and Borrower executed concurrently with this Note regarding the hazardous substances and cleanup of the Site and to all documents which are a part of the Loan Agreement. In the event of a conflict, the Loan Agreement terms shall be given precedence over the terms of this Note. Capitalized and abbreviated terms not defined in this Note shall have the meanings assigned in Section 10 of the Loan Agreement.
2. **Principal Terms.** The "Principal Amount" is FIFTY THOUSAND DOLLARS (\$50,000), or such lesser amount as may be advanced under the terms of the Loan Agreement. Interest shall accrue at the annual rate of two percent (2%). The Principal Amount shall be fully amortized by monthly payments due and payable on the 1st of each month in the amount of \$ _____, commencing with the first full calendar month following the date of this Note, with the entire principal balance and all accrued interest due and payable not later than December 1, 2001.
3. **Prepayment.** Borrower shall have the privilege to prepay all or any part of the unpaid balance of the Note and the interest at any time without prepayment premium or penalty.
4. **Nature of Relationships.** For purposes of this Note and the Loan Agreement, the relationship of Lender and Borrower shall be that of Creditor and Debtor. The Lender shall not, in any event, be construed or held to be a partner, joint venturer or associate of Borrower in the conduct of Borrower's business. Nothing herein shall be construed to establish such relationship. The Lender shall not be liable for any debts incurred by Borrower in the conduct of Borrower's business.
5. **Default.** If Borrower defaults in performing any of the terms, agreements, conditions or covenants contained in the Loan Agreement and this Note and after any applicable cure period has

expired, then the entire principal balance of this Note shall, at the election of the Lender, and without notice, demand or presentment, become due and payable as of the date of such default, notwithstanding any other provision of the Loan Agreement or this Note. Such amount then due shall bear interest at the maximum legal rate from the due date until paid.

6. Borrower shall pay to Lender all costs of enforcement of all or any portion of this Note, including attorney's fees and court costs, incurred by Lender.

7. If the Lender elects to waive its right to accelerate the Note for Borrower's default, the Lender may withdraw such waiver without notice at any time as to subsequent similar defaults, and such waiver shall not be construed as extending beyond such withdrawal or to any subsequent default.

8. All payments shall be made in lawful money of the United States of America at the office of the Lender, located at 400 East Stewart Avenue, 6th Floor, Las Vegas, Nevada 89101, Attention: Brownfields Revolving Cleanup Loan Fund.

9. Payments on this Note shall be applied first to any costs of enforcement or collection; then late charges; then to any other sums due to the Lender under this Note or the Loan Agreement, including amounts expended by Lender to discharge any obligations of Borrower as set forth in the Loan Agreement; then to unpaid interest accrued; and then to the unpaid principal balance.

10. Due on Sale or Transfer. This loan has been made under a program of the Lender in furtherance of the United States Environmental Protection Agency ("Agency") Brownfields Cleanup Revolving Loan Fund Demonstration Pilot Program. Borrower has met certain requirements of such program as a condition of qualifying for this loan, and Borrower has agreed to the restrictions of such program by acceptance of this loan. Borrower and Lender intend by the provisions of this Section to assure that the program funds loaned to Borrower and evidenced by this Note are used only by Borrower or by subsequent purchasers or transferees who have met the program qualifications.

11. Notices And Demands. A notice, demand or other communication under the Note by either party to the other shall be in writing and shall be sufficiently given or delivered if it is dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, to the address set out above, or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided for a Notice in this Section. Written notice will be effective immediately if personally delivered, or, if sent by certified mail, such notice will be effective 48 hours after deposit into the U.S. Mail.

12. Attorneys' Fees. If either Borrower or Lender files any lawsuit against the other predicated on this Agreement, the prevailing party in such action shall be entitled to recover its attorneys' fees, all fees, costs, and expenses incurred in connection with such suit. In addition to the aforementioned fees, costs, and expenses, the prevailing party in any lawsuit relating to this agreement shall be entitled to its attorneys' fees, and all fees, costs, and expenses incurred in any post-judgment

proceedings to collect or enforce any judgment and in any appeal. This provision for the recovery of post-judgment fees, costs, and expenses is separate and several and shall survive the merger of this agreement into any judgment on this agreement.

13. Consents. Whenever any party's consent or approval is required under this agreement, such consent or approval shall not be unreasonably withheld or delayed.

14. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada.

15. No Waiver. Any delay or forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

IN WITNESS WHEREOF, this Note is made on the date and at the location first above written.

BORROWER:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

BARBARA JO RONEMUS, Secretary

Approved as to Form: _____
Date

PROMISSORY NOTE SECURED BY DEED OF TRUST

**City of Las Vegas
Brownfields Cleanup Revolving Loan Fund**

\$50,000.00

November 17, 1999
Las Vegas, Nevada

FOR VALUE RECEIVED, CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public agency, corporate and politic, existing under the laws of the State of Nevada, ("Borrower"), promises to pay to the order of CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Lender"), the Principal Amount with interest on the unpaid balance at the annual Interest Rate, payable as specified below. This Note is unsecured.

TERMS AND CONDITIONS

This Note shall be subject to the following terms and conditions:

1. **Loan Agreement.** This Note is subject to the provisions of the Brownfields Cleanup Revolving Loan Fund Loan Agreement ("Loan Agreement") between Lender and Borrower executed concurrently with this Note regarding the hazardous substances and cleanup of the Site and to all documents which are a part of the Loan Agreement. In the event of a conflict, the Loan Agreement terms shall be given precedence over the terms of this Note. Capitalized and abbreviated terms not defined in this Note shall have the meanings assigned in Section 10 of the Loan Agreement.
2. **Principal Terms.** The "Principal Amount" is FIFTY THOUSAND DOLLARS (\$50,000), or such lesser amount as may be advanced under the terms of the Loan Agreement. Interest shall accrue at the annual rate of two percent (2%). The Principal Amount shall be fully amortized by monthly payments due and payable on the 1st of each month in the amount of \$_____, commencing with the first full calendar month following the date of this Note, with the entire principal balance and all accrued interest due and payable not later than December 1, 2001.
3. **Prepayment.** Borrower shall have the privilege to prepay all or any part of the unpaid balance of the Note and the interest at any time without prepayment premium or penalty.
4. **Nature of Relationships.** For purposes of this Note and the Loan Agreement, the relationship of Lender and Borrower shall be that of Creditor and Debtor. The Lender shall not, in any event, be construed or held to be a partner, joint venturer or associate of Borrower in the conduct of Borrower's business. Nothing herein shall be construed to establish such relationship. The Lender shall not be liable for any debts incurred by Borrower in the conduct of Borrower's business.
5. **Default.** If Borrower defaults in performing any of the terms, agreements, conditions or covenants contained in the Loan Agreement and this Note and after any applicable cure period has expired, then the entire principal balance of this Note shall, at the election of the Lender, and without notice, demand or presentment, become due and payable as of the date of such default,

notwithstanding any other provision of the Loan Agreement or this Note. Such amount then due shall bear interest at the maximum legal rate from the due date until paid.

6. Borrower shall pay to Lender all costs of enforcement of all or any portion of this Note, including attorney's fees and court costs, incurred by Lender.

7. If the Lender elects to waive its right to accelerate the Note for Borrower's default, the Lender may withdraw such waiver without notice at any time as to subsequent similar defaults, and such waiver shall not be construed as extending beyond such withdrawal or to any subsequent default.

8. All payments shall be made in lawful money of the United States of America at the office of the Lender, located at 400 East Stewart Avenue, 6th Floor, Las Vegas, Nevada 89101, Attention: Brownfields Revolving Cleanup Loan Fund.

9. Payments on this Note shall be applied first to any costs of enforcement or collection; then late charges; then to any other sums due to the Lender under this Note or the Loan Agreement, including amounts expended by Lender to discharge any obligations of Borrower as set forth in the Loan Agreement; then to unpaid interest accrued; and then to the unpaid principal balance.

10. Due on Sale or Transfer. This loan has been made under a program of the Lender in furtherance of the United States Environmental Protection Agency ("Agency") Brownfields Cleanup Revolving Loan Fund Demonstration Pilot Program. Borrower has met certain requirements of such program as a condition of qualifying for this loan, and Borrower has agreed to the restrictions of such program by acceptance of this loan. Borrower and Lender intend by the provisions of this Section to assure that the program funds loaned to Borrower and evidenced by this Note are used only by Borrower or by subsequent purchasers or transferees who have met the program qualifications.

11. Notices And Demands. A notice, demand or other communication under the Note by either party to the other shall be in writing and shall be sufficiently given or delivered if it is dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, to the address set out above, or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided for a Notice in this Section. Written notice will be effective immediately if personally delivered, or, if sent by certified mail, such notice will be effective 48 hours after deposit into the U.S. Mail.

12. Attorneys' Fees. If either Borrower or Lender files any lawsuit against the other predicated on this Agreement, the prevailing party in such action shall be entitled to recover its attorneys' fees, all fees, costs, and expenses incurred in connection with such suit. In addition to the aforementioned fees, costs, and expenses, the prevailing party in any lawsuit relating to this agreement shall be entitled to its attorneys' fees, and all fees, costs, and expenses incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal. This provision for the recovery of post-judgment fees, costs, and expenses is separate and several and shall survive the merger of

this agreement into any judgment on this agreement.

13. Consents. Whenever any party's consent or approval is required under this agreement, such consent or approval shall not be unreasonably withheld or delayed.

14. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada.

15. No Waiver. Any delay or forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

IN WITNESS WHEREOF, this Note is made on the date and at the location first above written.

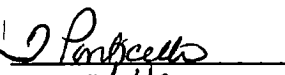
BORROWER:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairman

ATTEST:


BARBARA JO RONEMUS, Secretary

Approved as to Form: 
11/4/99 Date

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 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 indicated that at the last Council meeting he brought up an issue regarding vehicles parked on property located on Gregory Street. He thanked the Council and staff for removing the vehicles promptly.

Since that time, he attended a Housing Authority Board meeting and obtained the name of a non-profit organization that can enter into private/public partnerships to develop housing. The Executive Director, Mr. Brown, indicated that he would be interested in developing medium- to low-density housing on the Gregory property. He hopes the Council will entertain that offer.

(11:22 - 11:24)

2-869

TOM MCGOWAN, 720 South Casino Center Boulevard, gave a brief account of the sale of the Union Pacific Railroad (UPR) property to the County. It was supposed to be sold for a \$10 roll of quarters, but the roll was one quarter short, which means that the County only paid \$9.75 for the 40 acres. Therefore, the siting of the Metro Administrative Services Complex on the 10.5 acres of land owned by the County would not only be the least costly alternative to both the City and the County, but would also retain Metro centrally located, which is crucial to its function. It would also preserve the integrity of the intended use of the County-owned 40 acres of UPR property.

City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF NOVEMBER 17, 1999
Citizen Participation

MINUTES - Continued:

He questioned when the performance arts center would be up and running. He noted that the Performing Arts Center Committee is made up of MAYOR GOODMAN, COUNTY COMMISSIONER WOODBURY, STEVE and ELAINE WYNN, DR. KEITH BOWMAN, JAN LAVERTY JONES, etc. He pointed out that some of the members of the Art Committee would like to acquire the land for a sum of \$1, supposedly for public usage.

(11:24 - 11:28)

2-926

THE MEETING ADJOURNED AT 11:29 A.M.



BARBARA JO RONEMUS, SECRETARY

Brownfields Cleanup Revolving Loan Program

LOAN AGREEMENT

This Loan Agreement is made this 17th day of November 1999, by and between CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("Borrower"), a public body, corporate and politic, organized under the laws of the State of Nevada, and CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), with respect to that certain real property known as 250 N. Eastern Avenue, Las Vegas, Nevada, and which is further described in Exhibit 1 hereto (the "Site" or "Property").

RECITALS

WHEREAS, Borrower is the contract vendee of certain real property, located at 250 N. Eastern Avenue, in the City of Las Vegas, Nevada, which the Borrower seeks to remediate, but requires funds to remedy certain environmental conditions, at said Property, which Property is more particularly described in Exhibit "1" and depicted on the Site Description, Exhibit "2", both attached hereto; and

WHEREAS, the City has agreed to loan to the Borrower the funds necessary to finance the abatement and removal of said environmental hazards located on said Property in accordance with all provisions of Brownfields Cleanup Revolving Loan Fund (BCRLF) and the applicable federal and state requirements, including 40 C.F.R. Part 300 ("National Contingency Plan," or "NCP") and 42 USCA 96001 to 9675, hereinafter referred to as the Project; and

WHEREAS, U.S. EPA has developed the Brownfields Cleanup Revolving Loan Fund Administrative Manual ("BCRLF Administrative Manual") to provide guidance to BCRLF participants regarding various requirements associated with the BCRLF and which may be amended by U.S. EPA from time to time; and

WHEREAS, Borrower certifies that Property is not listed or proposed for listing on the National Priorities List of the U. S. Environmental Protection Agency; and

WHEREAS, the Borrower certifies that it is not responsible for the existing environmental hazards as a generator or transporter of the contamination pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA); and

WHEREAS, the Borrower certifies that it is a public agency eligible to be a borrower and authorized under NRS 279 to borrow monies from the City; and

WHEREAS, the City is the Lead Agency responsible for ensuring that the Project is conducted in accordance CERCLA and consistent with the NCP and has designated/will designate a qualified City employee as Site Manager for the Project who will coordinate, direct and oversee the BCRLF Project response action at said Property; and

WHEREAS, the City has determined that a BCRLF response is authorized by CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"). An analysis of BCRLF response alternatives for a Site must be conducted and an appropriate BCRLF response action shall be selected ("Engineering evaluation/cost analysis ("EE/CA")") pursuant to 40 C.F.R. §300.415(b)(4)(i) and appropriate community relations and public involvement activities as set forth in 40 C.F.R. §300.415(n) shall be required; and

WHEREAS, the Borrower certifies that it is not, at the time of execution of this Loan Agreement, an owner or operator of the Property pursuant to CERCLA; and

WHEREAS, the City has agreed to serve as the Site Manager for the Project and, in such capacity, will serve as the On Scene Coordinator (OSC) and will carry out the OSC duties as prescribed in the NCP by coordinating, directing and overseeing the BCRLF Project response action at the Property; and

WHEREAS, the loan provided for in this Agreement shall be treated as a loan, advancement of money or indebtedness for purposes of NRS 279.676(2)(b); and

WHEREAS, the City and Borrower intend to enter into this Loan Agreement for the loan of certain monies to the Borrower to be repaid pursuant to the terms and conditions of this Loan Agreement; and

WHEREAS, the City and Borrower have entered into an Interlocal Agreement dated November 3, 1999 ("Interlocal Agreement") where the Borrower has agreed to perform environment remediation and cleanup of the Site. The City has proposed to develop a community center on the Site to be operated by the City and used by the residents and citizens of the City.

In consideration of the mutual covenants and promises contained herein, Borrower and City agree as follows:

1. The Agreement.

1.1 Purpose of the Loan Agreement. The purpose of this Loan Agreement is for City to make the Loan to Borrower and for Borrower to clean up the Site with the proceeds of the Loan and in accordance with the Scope of Work. City represents that the cleanup of the Site and the completion of the Project under this Loan Agreement, and the fulfillment generally of this Loan Agreement, are (1) in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and (2) for the purpose of community improvement and welfare.

1.2 Scope of Work. The Scope of Work is generally characterized as the cleanup of certain hazardous substances on the Site which have been identified in a "Phase II" environmental survey report by KLEINFELDER, INC., entitled Tier II Environmental Site Assessment dated October 11, 1999, copies of which have been provided to City. The Scope of Work is set forth in Exhibit "3"

("Project").

1.3 Term. This Loan Agreement shall commence as of the date first written above and shall terminate upon the occurrence of all of the following:

1.3.1 Completion of the Project on the Site in accordance with the Loan Agreement, Scope of Work and federal and state requirements; and

1.3.2 Fulfillment by the parties of their obligations under this Loan Agreement.

1.4 Project and Financing. Borrower has represented to City and, in making the Loan, City has relied upon the following:

1.4.1 City holds fee title to the entire Site; and

1.4.2 Borrower and City have entered into an Interlocal Agreement which authorizes the Borrower to perform the cleanup on the Site.

2. Borrower Obligations.

2.1 Condition of the Site. As between City and Borrower, Borrower is responsible for investigating the condition of the Site and for ensuring that the Site is in a suitable condition for the work of the Project. Notwithstanding that the purpose and intent of the Project is the cleanup of the environmental condition of the Site, Borrower is responsible to determine any known, or the risk of unknown, hazards on the Site. The City shall oversee the Borrower's actions as described in this Section in accordance with CERCLA and applicable regulations (including 40 C.F.R. Part 300, 40 C.F.R. Part 35, Subpart O, and 40 C.F.R. Part 31). City's responsibilities are described in the BCRLF Administrative Manual, as amended.

2.2 Plan Costs and Project Costs. Borrower shall pay all costs relating to the Project, including, but not limited to, all plans and permits for the Project. All plans and Project costs shall be in compliance with all applicable federal laws and regulations, including CERCLA and the NCP.

2.3 Approval of Substantial Changes to Scope of Work. If Borrower desires to make any substantial changes which will constitute a change in costs or an increase in work exceeding ten percent (10%) or a deviation from the nature and type of work described in the Scope of Work or extend the period of time to complete the Scope of Work by more than ten percent (10%) Borrower shall submit such proposed changes, in writing, to City for its approval. The Scope of Work shall be deemed to include any approved changes to the Scope of Work as originally approved. City shall approve or disapprove the proposed change as soon as practicable in accordance with this Section 2.3. No changes in the Scope of Work shall be conducted or incurred unless approved by the City. Nothing in this Section shall be construed to relieve Borrower of its obligations under any and all applicable laws regarding such changes.

2.3.1 Approval by Loan Committee. Substantial changes to the Scope of Work shall be approved by City's Loan Committee and City Council. City staff shall have no authority to bind City to substantial changes to the Project.

2.3.2 City Disapproval. If City disapproves, in whole or in part, the Scope of Work or any change to the Scope of Work, City shall state, specifically and in writing, at the time of disapproval, the reasons for disapproval and the changes which City requests to be made.

2.4 Other Provisions Regarding City Approval

2.4.1 Misrepresentation. If City's approval of the Scope of Work or the changes to the Scope of Work delivered to City is based upon a willful and material misrepresentation of Borrower made in conjunction with the Scope of Work or changes to the Scope of Work, nothing in this Loan Agreement shall be construed to preclude or limit the rights or claims of City with regard to such misrepresentation, including any rights City may have to rescind such approval.

2.5 Conditions Precedent to Loan Disbursement. City shall not disburse Loan funds, and Borrower shall not commence the Project on the Site, until the following conditions precedent have been satisfied:

2.5.1 Borrower has executed Loan Agreement.

2.5.2 Borrower has obtained all necessary permits.

2.5.3 If required under Section 3.10, Borrower has obtained all bonds.

2.5.4 Borrower has executed the Note, the form of which is attached hereto as Exhibit "4", and provided evidence of the availability of all funds necessary to complete the Project.

2.5.5 Borrower's approved contracts for the Project have been fully executed.

2.5.6 Borrower has issued a notice to proceed under the executed contracts.

3. Project Requirements. The Borrower shall carry out the Project in accordance with the provisions of this Loan Agreement and the Scope of Work and in accordance with all applicable Federal, State and local laws. City and Borrower hereby acknowledge that this project is being assisted with federal funds through City's Brownfields Cleanup Revolving Loan Fund and the Project shall be subject to federal laws and regulations, including CERCLA and the NCP. Borrower shall take all action and perform all tasks necessary to comply with the requirements of these laws and regulations. These requirements are described in the BCRLF Administrative Manual, as amended.

3.1 Davis Bacon Act. Borrower must comply with the Davis Bacon Act, as amended (40 U.S.C.

276a-276a-5 and 42 U.S.C. 3222). The Davis Bacon Act applies to construction, repair or alteration work funded in whole or in part with BCRLF Loan Funds.

3.2 Federal Cross-cutting Requirements. Borrower shall comply with those federal cross-cutting requirements that may apply to the Project. The BCRLF Administrative Manual (May 1998 Version), Section B, as amended, includes a list of cross-cutting requirements that may apply.

3.3 Completion of the Project. Borrower shall promptly begin the Project and shall complete the Project within twelve (12) months following the commencement of work.

3.4 Antidiscrimination. The Borrower, for itself and its successors and assigns, agrees that the following provisions shall apply to, and be contained in, all contracts and subcontracts for the Project. (For purposes of this Section 3.4, Borrower shall also mean Contractor or Subcontractor.)

3.4.1 Employment. The Borrower shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, creed or national origin. The Borrower will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

3.4.2 Advertising. The Borrower shall, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, or national origin.

3.5 Minority- and Women-Owned Business Participation. Borrower shall make reasonable outreach efforts to inform minority- and women-owned businesses of opportunities to participate in the work performed pursuant to this Loan Agreement. Borrower shall submit a report of such efforts on the City-provided form for the purpose of City's statistical compilation. Borrower shall contact and coordinate its outreach efforts with City's Equal Opportunity Contracting Program.

3.5.1 MBE/WBE Utilization Goals. Borrower shall ensure that 21.79% (6.28%=MBE, 15.51%=WBE) of the Loan funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities. Borrower shall include in its bid documents a 21.79% (6.28%=MBE, 15.51%=WBE) "Fair Share" percentage and require all of its prime contractors to include in their bid documents for subcontracts and 21.79% (6.28%=MBE, 15.51%=WBE) "Fair Share" percentage.

3.6 Economic Opportunity Contracting Program. For the purpose of monitoring the antidiscrimination provisions and for providing opportunities to qualified job applicants, Borrower and Borrower's contractors and subcontractors shall contact and cooperate with the City's Equal Opportunity Contracting Program.

3.7 Lead-Based Paint. Borrower shall not use lead-based paint in the Project.

3.8 Changes in the Work. Borrower shall, prior to their occurrence, request approval of the City of all changes in the Project which will result in a substantial net increase in cost of over ten percent (10%) for the entire Project, substantially alter the scope of the work, or substantially extend the period for the Project beyond the Completion Date by over ten percent (10%). Such changes shall be approved in accordance with Section 2.3. Borrower acknowledges that City staff has no authority to bind City to substantial changes in the Project, and therefore any proposed substantial changes shall require approval by City's Loan Committee. City's approval shall not be required for construction cost line item adjustments which do not result in a net increase in the total budgeted costs for the entire Project and which do not alter the approved Scope of Work as long as the adjustments are eligible costs and activities.

3.8.1 City shall have the authority to change the Scope of Work as deemed necessary by the City after the EE/CA has been completed.

3.9 Notification of Contractors, Consultants and Engineers. Borrower shall notify its Project contractors, consultants and engineers of the requirements of this Loan Agreement. Borrower shall include, where applicable, the provisions of this Loan Agreement in contracts and subcontracts for the Project, and Borrower shall enforce such provisions.

3.10 Payment and Performance Bond. City may require Borrower to obtain from the Contractor a performance bond and a labor and materials payment bond in favor of the City as a named obligee, or in form or security approved by City, securing faithful performance of the terms of the Contract in a penal sum equivalent to the cost of construction as approved by City and securing payment of all labor and material suppliers and subcontractors for the work of this Agreement.

Borrower shall comply with all requirements of the surety. Except as expressly permitted hereunder, Borrower shall make no changes in the work of construction and shall make no advance payments to Contractor without prior written notice to each surety and the City.

3.11 Supervision of the Work. Borrower shall be responsible for monitoring all work, ensuring that the work is performed in a professional and workmanlike manner, and enforcing the terms of this Loan Agreement and the Project contracts. The City shall also be responsible for overseeing the cleanup process as set forth in this Section. The City shall designate a Site Manager/On-Scene Coordinator (OSC) who is responsible for overseeing cleanup at the Site, including coordinating, directing and overseeing the BCRLF response actions at the Site. City's inspection of the Project is for overseeing the cleanup of the Site, monitoring of Loan disbursements, assuring Borrower's

performance under this Loan Agreement and protecting City's security interest in the Site. All work shall be in accordance with CERCLA and consistent with the NCP.

4. City Loan Provisions

4.1 Note Provisions. The terms of the Loan are contained in the Note and Deed of Trust.

4.2 Use of Loan Proceeds. Borrower shall use Loan proceeds only for authorized cleanup activities on the Site, that is, for non-time critical removal activities only (as defined in CERCLA §101(23) and described in 40 C.F.R. §300.415). No more than ten percent (10%) of the loan funds are allowable for specific pre-cleanup activities as described in the BCRLF Administrative Manual.

4.2.1 Prohibited Uses of Loan Proceeds. Loan proceeds may not be used for any of the following activities:

- Site assessment, identification and characterization.
- Cleanup of a naturally occurring substance, products that are part of the structure of residential buildings or business or community structures (e.g., lead-based paint contamination or asbestos-containing materials), or drinking water supplies that have deteriorated through ordinary use (except as may be determined, in consultation with EPA, on a site-by-site basis consistent with CERCLA §104(A)(3) and (4).
- Monitoring and data collection necessary to apply for, or comply with, environmental permits under other state and federal laws, unless such a permit is required as a component of the cleanup action.
- Development activities that are not removal actions.
- As matching funds for any other federal funds without specific statutory authority.
- Job training.
- "Lobbying" efforts before the U.S. Congress, state legislature, EPA or other federal agencies.
- Responding to petroleum releases, except to address a non-petroleum hazardous substance (e.g., co-mingled waste).
- Any use prohibited by CERCLA, the NCP, and other applicable federal regulations. Other limitations are described in the BCRLF Administrative Manual, as amended.

4.2.2 Documentation Retention. Borrower shall document all Loan funds use. Borrower shall maintain documentation for a minimum of ten (10) years after completion of the cleanup activities supported by the Loan or for the length of the Loan, whichever is longer. Borrower shall obtain written approval from the City and EPA prior to disposing of records.

4.3 Borrower's Funds. If the Loan is insufficient to pay all costs of the Project under this Loan Agreement, Borrower shall provide proof that the balance of the additional funds is available and obligated, prior to commencement of construction, for disbursement with the Loan proceeds in accordance with the Disbursement Procedures. If the proceeds of any other loans are to be used for

the costs of the Project, Borrower shall provide such assurances as City may require that such loan is sufficient and that the proceeds of such loan shall be disbursed as required and subject only to reasonable conditions.

4.4 Disbursement Procedures. All City Loan proceeds disbursed to Borrower shall be considered advances under the Note and any other security agreement or financing statement, as applicable.

4.4.1 Conditions Precedent. City shall not be obligated to make any disbursement of City Loan proceeds unless and until all of the conditions precedent, as specified in Section 2.5, have been met, and where applicable that the following conditions precedent have been met:

4.4.1.1 City has inspected the Project and all changes in the work as provided in Section 3.8 and found it to be in compliance with the provisions of the Loan Agreement and Scope of Work;

4.4.1.2 Borrower is not then in default of any provision of this Loan Agreement; and

4.4.1.3 Funding sufficient to complete the Project remains in the disbursement account and in the proceeds of any additional loans for the Project. Upon notice from City of City's determination that insufficient funds remain for completion of the Project, Borrower shall secure, to City's reasonable satisfaction, such additional funding as may be necessary to complete the Project.

4.4.1.4 Borrower shall certify that it is not currently subject to any penalties resulting from environmental noncompliance at the Site subject to this Loan.

4.4.2 Disbursements. City funds for Project costs shall be disbursed to reimburse Borrower for approved Project expenses actually incurred by Borrower, upon presentation of paid invoices and City's review and approval of the expenditure. Loan funds for the Project shall be disbursed not more frequently than once per month, less a retention amount of ten percent (10%). At City's election, the City loan may be disbursed concurrently and proportionally with disbursement of any other loans for the Project. All retention funds shall be disbursed to Borrower upon the issuance of written approval of the condition of the Site, issued by the governmental agency having jurisdiction, in a form satisfactory to City.

4.5 Financial Books and Records. Borrower shall keep proper and separate books of account and make or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Project. All records, accounts, books and financial statements shall be prepared in accordance with generally accepted accounting principles.

5. Indemnification

5.1 Indemnification. To the extent limited by NRS Chapter 41, Borrower shall indemnify, protect and defend City, its officers, directors, employees and agents, and hold them harmless from any and all claims and liability for bodily injury, death and property damage caused by or resulting

from the negligent or willful acts or omissions of Borrower, its officers, employees, agents or independent contractors and for any and all costs incurred by City in defending against such claims, including investigator's, witness' and attorney's fees and court costs. This Section 5.1 shall survive the termination of this Loan Agreement, irrespective of the reason for its termination.

6. Insurance and Public Safety Protections.

6.1 Borrower shall promptly take steps to protect private contractors and their employees and the public from the risk of injury whether from the condition of the Site or Borrower's activities in connection with the Site. The Borrower shall obtain and maintain, or require the contractor and subcontractors for the Project to purchase and maintain, the following insurance for claims which may result from the operations under the Loan Agreement by the Borrower, any contractor, subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

6.1.1 Liability Insurance Policy Limits. The insurance required by this Section shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000) or an amount approved by City and for not less than the limits of liability as listed below.

6.1.2 Nevada State Industrial Insurance System (SIIS). Such insurance will protect the Borrower from employee claims based on job related sickness, disease or accident.

6.1.3 Comprehensive General Liability. Borrower maintains self-insurance pursuant to NRS. Borrower shall require that its contractor and subcontractors maintain comprehensive general liability insurance as follows: Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees and of any person other than his employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Borrower, or (2) by any other person; claims for damages, other than to the construction itself, because of injury to or destruction of tangible property, including resulting loss of use; and claims for contractual liability arising from the Borrower's obligations under this Loan Agreement: Commercial General Liability coverage which shall include Premises-Operations, Independent Contractor's Protective, Products and Completed Operation (for four years), Broad Form Property Damage, or other coverage as approved by City Attorney's Office, in the following limits of liability:

Bodily Injury. Bodily injury liability of \$1,000,000 each occurrence and \$1,000,000 Aggregate, Products and Completed Operations.

Property Damage. Property damage liability of \$1,000,000 each occurrence; \$1,000,000 Single limit and \$1,000,000 aggregate.

Contractual Liability. Contractual liability for Bodily Injury of \$1,000,000 each occurrence; for Property Damage of \$1,000,00 each occurrence and \$1,000,000 aggregate; and Personal Injury

with Employment Exclusion Deleted of \$1,000,000 aggregate.

Comprehensive Automobile Liability. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle: Comprehensive Automobile Liability for any vehicle used for or in connection with the Work (Owned, Non-owned, hired, leased): \$1,000,000.

6.1.4 Hazard Insurance. Borrower shall obtain and maintain, or require its contractor to obtain and maintain at all times during the course of the work of the Project on the Site, fire and extended coverage insurance (or in lieu thereof, Builder's Risk completed value insurance) in a form and substance approved by City. Coverage shall be for protection against all loss of, or damage to the Site, the Project, or materials for the Project to their full insurable value. Said insurance shall name City and other lenders as a loss-payees as their interests may appear, and all subcontractors as their interests may appear, and shall contain a standard mortgagee loss payable clause in favor of City and other lenders. Said insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief, and shall also insure against specific hazards affecting City's security for the Loan as may be required by City, governmental regulations, or any other lender.

6.2 Insurance Provisions.

6.2.1 Provider. Except for the Borrower's self-insurance, each policy of insurance required under this Loan Agreement shall be obtained from a provider licensed to do business in Nevada and having a current Best's Insurance Guide rating of A-XV, or such other rating as may be approved in writing by the City Attorney's Office.

6.2.2 Additional Insured. City shall be additional insured on all insurance policies except the worker's compensation policy.

6.2.3 Cancellation. Each policy shall bear an unconditional endorsement precluding cancellation or termination of the policy or reduction in coverage unless City has been given written notice of such intended action at least thirty (30) days prior to its effective date.

6.2.4 Certificates and Policies. Borrower shall provide to City Certificates of said insurance prior to commencing the work of this Loan Agreement and shall provide to City true copies of the policies of said insurance as soon as available.

6.2.5 Failure to Maintain. If Borrower fails to obtain or maintain, or cause to be obtained and maintained, any insurance required by this Loan Agreement, City shall have the right to purchase the insurance and withhold from the Loan Funds the full costs to City of obtaining such insurance and treat the funds withheld as an additional disbursement in accordance with this Loan Agreement.

7. Prohibition Against Conveyance, Assignment and Transfer.

Borrower and City agree that any and all conveyance, assignment or transfer of Borrower's interests under this Agreement is prohibited except upon City's prior written approval. City's approval shall not be unreasonably withheld or delayed.

8. Financing and Lender's Rights

8.1 Subordination. The Loan shall continue as a permanent loan until repayment of the Loan and all accrued interest. The Borrower's obligation to pay this Loan shall be subordinate to all existing and future bonded indebtedness and other financial obligations of the Borrower for borrowed money whether evidenced by bonds, notes or agreements including, without limitation, Borrower's loan indebtedness evidenced by the loan agreement dated March 6, 1996, between the Borrower and the City (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations").

8.2 Covenant Regarding Punctual Payment. The Borrower will punctually pay amounts that become due under this Loan Agreement. The Borrower hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes that it receives pursuant to NRS 279.676(1)(b) (i.e., 82% of the taxes it receives pursuant to NRS 279.676(1)(b)) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of the taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

9. Defaults and Remedies. Subject to any extension of time permitted by this Loan Agreement, a failure or delay by a party to perform any term or provision of this Loan Agreement, after notice and expiration of any applicable cure period, constitutes a default of this Loan Agreement.

9.1 Cure. Except as otherwise provided in the Loan Agreement, if either party shall default in, or breach, the Loan Agreement, such party shall immediately commence to cure such default or breach within ten (10) days after receipt of written notice from the other party of such default or breach and shall diligently proceed to cure such default within such ten (10) day period or a reasonable time if such cure cannot be completed within the ten (10) day period. If the defaulting party does not promptly begin and diligently pursue a cure of the default or fails to cure the default within a reasonable time, the aggrieved party may institute proceedings to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default. While City is not relieved of any obligation under this Agreement to give notice, mere failure of City to notify Borrower shall not be deemed a waiver of Borrower's default.

9.2 No Waiving by Delay. Any delay by a party in asserting any rights under this Section shall not operate as a waiver of such rights or to deprive such party of, or limit, such rights in any way. Any waiver in fact made by a party with respect to any specific default shall not be considered as a waiver of the rights of such party with respect to any other defaults or with respect to the particular

default except to the extent specifically waived in writing.

9.3 Delay for Causes Beyond Control of Party. For the purposes of any of the provisions of the Loan Agreement, neither City nor Borrower shall be considered in breach of, or default in, its obligations with respect to the preparation of the Site for development, or the beginning, prosecution and completion of the Project, if delay in the performance of such obligations is due to unforeseeable causes beyond the delayed party's control and without its fault or negligence. Unforeseeable causes shall include acts of God, acts of the public enemy, acts of the state, local or federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (as for example, floods, tornadoes, or hurricanes) or delays of subcontractors due to such causes. In the event of the occurrence of any such enforced delay, the time or times for performance of such obligations of City and Borrower shall be extended for the period of the enforced delay, as determined by City, provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after Borrower has or should have knowledge of any such enforced delay, have first notified the other party, in writing, of the delay and its cause, and requested an extension for the period of the enforced delay. In no event shall the duration of the Project extend beyond twelve (12) months from the commencement of work.

10. General Provisions

10.1 Time for Actions. City and Borrower shall each do the actions required of them, on or before the times specified in this Loan Agreement. Unless otherwise provided, City shall give required approvals or disapprovals within forty-five (45) days after submission of request therefor.

10.2 Definitions. The following definitions shall apply for the purposes of this Loan Agreement:

10.2.1 "City" is the City of Las Vegas, Nevada. City is a municipal corporation duly organized and existing under the laws of the State of Nevada. The principal office of City is located at 400 East Stewart Avenue, Las Vegas, Nevada 89101.

10.2.2 "Completion Date" is the date stated in Section 3 for the completion of the Project.

10.2.3 "Contractor" is the contractor or contractors with whom Borrower has contracted for the Project, and "subcontractors" are those contractors or materialmen with whom Contractor has contracted or with whom another subcontractor has contracted for a portion of the Project. Contractor and all subcontractors shall have a current and valid contractor's license, issued by the Nevada Contractors' State License Board, for the work they are performing, if state law requires a contractor's license for the performance of such work.

10.2.4 "Borrower" is CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, organized under the laws of the State of Nevada. The principal office of the Borrower is located at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101.

10.2.5 "Deed of Trust" is the deed of trust recorded against the Site to secure the Loan, a copy of which is attached as Exhibit 4: Deed of Trust.

10.2.6 "Disbursement Procedures" are the procedures for disbursement of Loan proceeds as specified in Section 4.6.

10.2.7 Fund Manager. The Fund Manager is responsible for overseeing BCRLF capital, including seed funding and income resulting from initial lending of pilot funds. Additionally, the Fund Manager is responsible for ensuring that the BCRLF is managed in conformance with the cooperative agreement, applicable laws and regulations, and prudent lending practices. The Fund Manager may be a cooperative agreement recipient or a private lender or another private entity that has entered into a binding agreement with the cooperative agreement recipient.

10.2.8 "Hazardous Substances" has the same meaning as under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Section 104 (14).

10.2.9 "Lead Agency" is the City of Las Vegas is the cooperative agreement recipient and the Lead Agency responsible for planning and implementing BCRLF response actions. The Lead Agency in turn is responsible for designating a qualified environmental specialist as the "Site Manager" for each site subject to funded activities. The cooperative agreement recipient may engage the services of another government organization or private party to support Lead Agency functions.

10.2.10 "Lender" means any or all lenders providing financing for the Project and holders of any security in the Site authorized by the Loan Agreement, except City.

10.2.11 "Loan" is the \$50,0000.00 loan from City to Borrower made pursuant to this Loan Agreement.

10.2.12 "Loan Agreement" is this Loan Agreement which includes this document and the Scope of Work and referenced attachments to this Loan Agreement, all of which are incorporated in this Loan Agreement as if set forth in full in the body of the Loan Agreement. A default of any of the referenced attachments shall be deemed a default of this Loan Agreement.

10.2.13 "Note" is the promissory note to be concurrently executed which evidences the Loan, a copy of which is attached as Exhibit "4": Note.

10.2.14 "On-Scene Coordinator" (OSC) is the designated employee of the City who is responsible for overseeing cleanups at specific sites (as described in 40 C.F.R. Part 300). The OSC for BCRLF responses is the Site Manager (see "Lead Agency").

10.2.15 "Project" is the cleanup of the Site as more particularly set out in Section 1 and in the Scope of Work.

10.2.16 "Scope of Work" includes the full and final plans, drawings and specifications for the Project, including the "work write-up" and the Costs and Sources of Funds, which have been approved by City as suitable for the Loan and which are on file with City, and which shall not vary materially, without City's prior written approval, as set forth in Section 2.3.

10.2.17 "Site" is that interest in real property which is described in the legal description and referred to in Exhibit 1, attached hereto.

10.2.18 "Site Manager" is a designated employee of the City (Lead Agency) and is responsible for overseeing cleanups at specific sites. The Site Manager must be a qualified government employee (one manager must be responsible for each site, but a single manager may be responsible for more than one site).

10.2.19 "Subcontractors List" is the list, prepared by Borrower, of all subcontractors employed in the work of the Project, the work to be performed by each subcontractor, and the total amount to be paid to each subcontractor.

10.3 Inspection of Books and Records and Site Access. City has the right, at all reasonable times, to inspect the books and records of the Borrower pertaining to the Project, during normal business hours at Borrower's office, as necessary to assure compliance with the provisions of this Loan Agreement and the Scope of Work. Borrower shall keep such books and records as City may reasonably require to assure Borrower's performance of its obligations under this Loan Agreement. Borrower shall permit City representatives access, without charge, to the entire Site at any reasonable time and for any purpose which City reasonably considers necessary to carry out its obligations and protect its interests under the Loan Agreement. City's inspection of the Site shall be conducted so as not to interfere with the progress of the work of the Project.

10.4 Fees, Commissions, Gifts or Interests. City shall not be liable for any real estate commissions, brokerage fees or finder's fees which may arise from this Loan Agreement. City and Borrower each represent that neither has engaged any broker, agent or finder, and that neither claims such a commission or fee, in connection with this Loan Agreement. Borrower shall pay no fee or commission, make no gifts and provide no interest in the Loan to any employee or official of City.

10.5 Expenses. Borrower agrees to pay all expenses, fees and charges connected with this Loan Agreement and Borrower's application for the Loan, including, without limitation, legal fees, appraisal fees, and any other such customary and reasonable charges as are normally and reasonably incurred in connection with processing the Loan application, closing the Loan and disbursing the Loan funds. Borrower shall pay all such expenses, fees and charges regardless of whether the Loan closes or whether funds are disbursed. Borrower shall also be responsible to pay all expenses, including but not limited to reasonable attorneys' fees and expenses, incurred or paid by City in connection with (a) interpretation, amendment or enforcement of the Loan Agreement, and (b) the administration, supervision, protection or realization on the Site or any other collateral held by City as security for the Loan.

10.6 Entire Agreement. This Loan Agreement integrates all of the terms and conditions related or incidental to its subject matter, and supersedes all negotiations or previous agreements between the parties with respect to its subject matter.

10.7 Waivers and Amendments. All waivers of the provisions of this Loan Agreement must be in writing and signed by the appropriate authorities of City or the Borrower, and all amendments hereto must be in writing and signed by the appropriate authorities of City and the Borrower.

10.8 Nonliability of City Officials and Employees. No member, official or employee of City shall be personally liable to the Borrower, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Loan Agreement.

10.9 Notices And Demands. A notice, demand or other communication under Loan Agreement by either party to the other shall be in writing and shall be sufficiently given or delivered if it is dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, to the address set out below, or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided for a Notice in this Section. Personal delivery to City shall be effected by delivery to the City Clerk, and any communication to City shall be prominently marked: "URGENT. ATTENTION: BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM." Written notice will be effective immediately if personally delivered, or, if sent by certified mail, such notice will be effective 48 hours after deposit into the U.S. Mail. Notice addresses are as follows:

BORROWER: CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Attention: Executive Director

CITY: City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101
Attention: Brownfields Cleanup Revolving Loan Fund Program

10.10 Attorneys' Fees. If either Borrower or City files any lawsuit against the other predicated on this Agreement, the prevailing party in such action shall be entitled to recover its attorneys' fees, all fees, costs, and expenses incurred in connection with such suit. In addition to the aforementioned fees, costs, and expenses, the prevailing party in any lawsuit relating to this agreement shall be entitled to recover its attorneys' fees, and all fees, costs, and expenses incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal, from the nonprevailing party. This provision for the recovery of post-judgment fees, costs, and expenses is separate and several

and shall survive the merger of this agreement into any judgment on this agreement.

10.11 Consents. Whenever any party's consent or approval is required under this agreement, such consent or approval shall not be unreasonably withheld or delayed.

10.12 Borrower Information and Reports. Borrower shall provide to City, upon request, such information as is reasonably necessary for City to determine the status of the Project, the Loan and City's security, including but not limited to financial statements and updated title reports. Semiannual requests for financial statements and updated title reports shall be presumed to be reasonably necessary.

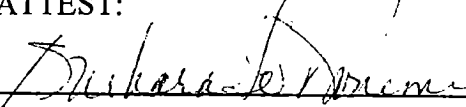
THIS AGREEMENT IS EXECUTED as of 11/17/99 at _____.

BORROWER:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairman


ATTEST:


BARBARA JO RONEMUS, Secretary

Approved as to Form: J. Pomiceo
11/4/99 Date

CITY:

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to Form: J. Pomiceo
11/4/99 Date

LIST OF EXHIBITS

Exhibit "1": Legal Description
Exhibit "2": Site Map
Exhibit "3": Scope of Work
Exhibit "4": Promissory Note

EXHIBIT "1"

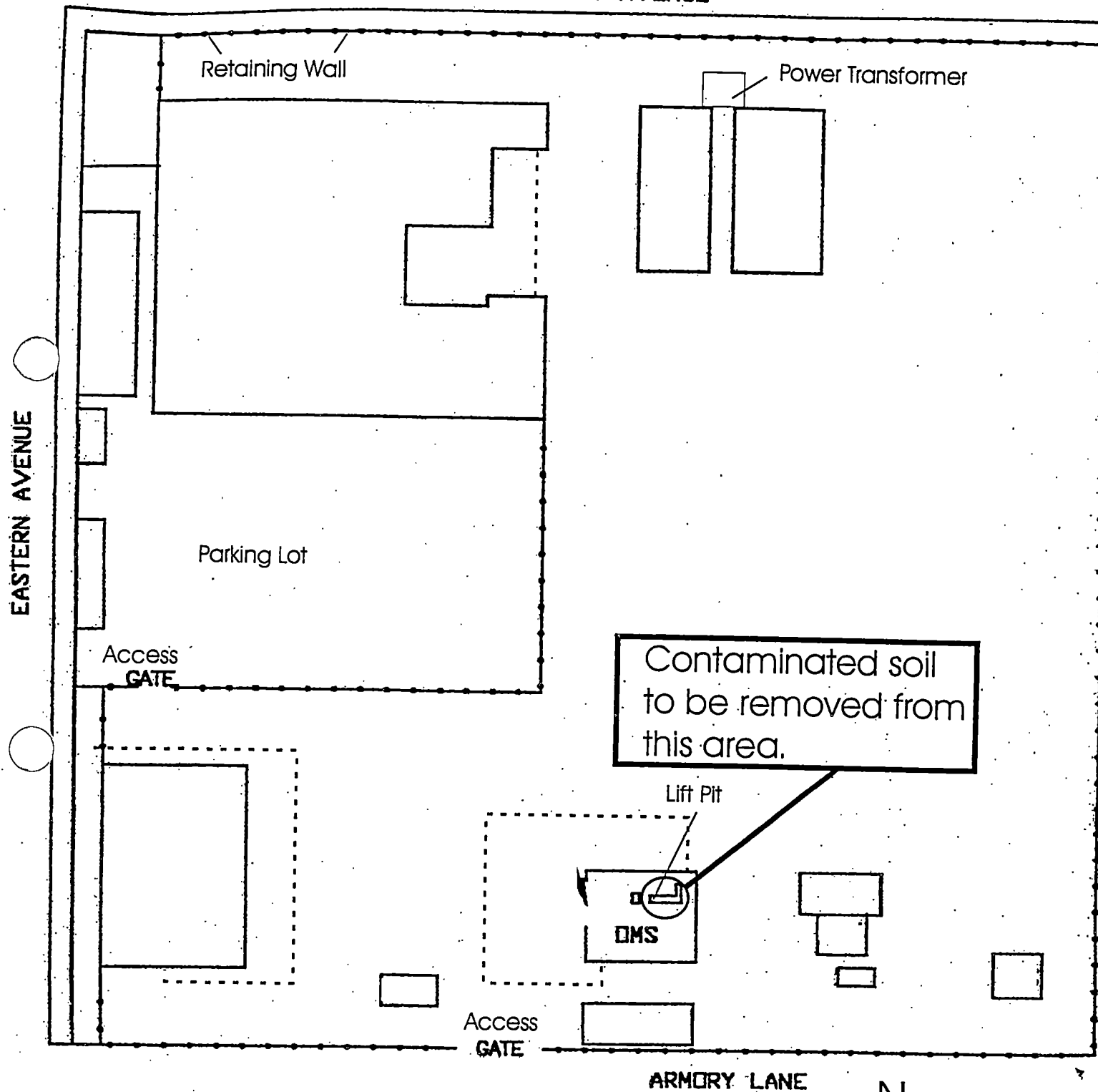
**LEGAL DESCRIPTION
FORMER NATIONAL GUARD ARMORY SITE**

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.

EXHIBIT "2"

Site Map

STEWART AVENUE



OMS = Organized Maintenance Shop



Drawing Not to Scale