

S.V.

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

MINUTES

Meeting of
NOVEMBER 20, 2002
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 10:47 A.M.
Adjourned: 11:06 A.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B. GOODMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEMBER GARY REESE - VICE-CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEMBER MICHAEL J. McDONALD	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MEMBER LARRY BROWN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEMBER LYNETTE BOGGS McDONALD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEMBER LAWRENCE WEEKLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEMBER MICHAEL MACK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG SELBY, EXECUTIVE DIRECTOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BRADFORD JERBIC, CITY ATTORNEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARBARA JO RONEMUS, SECRETARY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED BY REFERENCE: DECEMBER 4, 2002

ATTEST:

SECRETARY

CHAIRMAN

9/12

City of Las Vegas

REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
WEDNESDAY, NOVEMBER 20, 2002
9:00 A.M.

(Following Morning Session of the City Council Meeting)

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

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

- CALL TO ORDER
 - ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
1. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF OCTOBER 16, 2002
 2. REPORT OF DECLARATIONS OF INTEREST IN PROPERTY LOCATED IN THE EXISTING REDEVELOPMENT AREAS
 3. DISCUSSION AND POSSIBLE ACTION TO AMEND THE DURATION OF THE CITY OF LAS VEGAS REDEVELOPMENT PLAN FROM MARCH 5, 2016 TO MARCH 5, 2031, AS ALLOWED BY NEVADA REVISED STATUTES 279.438 (MULTIPLE PARCELS) - WARDS 1, 3, AND 5 (McDONALD, REESE, AND WEEKLY)
 4. DISCUSSION AND POSSIBLE ACTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A SHORT-TERM (NTE 6 MONTHS) AGREEMENT FOR PARTICIPATION IN A THEATRE PARKING VALIDATION PROGRAM AT NEONOPOLIS GARAGE, SOUTHEAST CORNER OGDEN AND 4TH - WARD 5 (WEEKLY)
 5. RA-3-2002 - DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS RDA AND PH GSA, LLC AND THE DISPOSITION AND DEVELOPMENT AGREEMENT ("DDA") BETWEEN OFFICE DISTRICT PARKING I, INC. ("ODP") AND PH GSA, LLC TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE RDA - WARD 1 (M. McDONALD) [NOTE: THIS ITEM IS A COMPANION ITEM TO COUNCIL ITEM #56 (Real Estate) AND COUNCIL ITEM #59 (R-125-2002)]

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:

Las Vegas Library, 833 Las Vegas Boulevard North
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 20, 2002

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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

MINUTES:

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 10:47 A.M.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, L.B. McDONALD, WEEKLY, and MACK

EXCUSED: MEMBER M. McDONALD

ALSO PRESENT: DOUG SELBY, Executive Director, BRADFORD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

ANNOUNCEMENT MADE: Posted as follows:

Las Vegas Library, 833 Las Vegas Boulevard North
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

(10:47)

2-266

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: LESA CODER

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF OCTOBER 16,
2002

MOTION:

REESE – APPROVED by Reference – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no discussion.

(10:47)

2-270

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS, SECRETARY TO THE AGENCY

SUBJECT:

REPORT OF DECLARATIONS OF INTEREST IN PROPERTY LOCATED IN THE EXISTING REDEVELOPMENT AREAS

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

The Nevada Community Redevelopment Law (NRS 279.454) requires any officer or employee of the City who participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he/she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest on the minutes of both the City Council and the Redevelopment Agency.

RECOMMENDATION:

Report only. By receiving this report, the Council acknowledges the names of those persons filing a Disclosure of Interest as indicated in Attachment C and that Attachment C is made part of the minutes of today's Redevelopment Agency Meeting.

BACKUP DOCUMENTATION:

1. Agenda Memo containing procedure used by Secretary to the Agency for appropriate filings
2. Distribution List (Attachment A)
3. Name and title of City employees submitting Disclosure of Interest forms (Attachment B)
4. Completed filings for those persons with an interest to declare (Attachment C)

MOTION:

None required. A report was given.

MINUTES:

BARBARA JO RONEMUS, Secretary, advised that this item is in compliance with NRS 279.454 reporting requirements. By this action, the Agency acknowledges those persons filing a disclosure of interest. It is in order and no action is required. CHAIRMAN GOODMAN stressed that the delay in this reporting was obtaining the disclosure from individuals other than the Council/Agency Board.

There was no further discussion.

(10:47 – 10:48)

2-278

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: NOVEMBER 20, 2002

DEPARTMENT: City Clerk/Agency Secretary

ITEM DESCRIPTION: Report on Declarations of Interest in Redevelopment Areas

As noted on the Agenda Summary Page, the Nevada Community Redevelopment Law contains a provision (NRS 279.454) which requires any officer or employee of the City who in the course of their duties participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he or she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest.

This law further requires that said interest be disclosed to both the Redevelopment Agency and City Council and that this be entered upon the Minutes of both bodies.

Notification for disclosure was distributed to those City employees on the attached list with a disclosure form to be returned to the City Clerk if appropriate (Attachment A). It was the responsibility of the Department Directors to determine if their department fell under the jurisdiction of this section of NRS and if so, to have appropriate staff members also submit the disclosure form. Attachment B indicates the name and title of those who submitted the form; however, declaration forms are attached (Attachment C) only for those persons who had an interest to declare.

This is a duplicate item on both the City Council and Redevelopment Agency agendas.

Attachments A, B & C

DISCLOSURE OF INTEREST
REDEVELOPMENT AREA

Mayor Oscar B. Goodman
Councilman Gary Reese
Councilman Michael McDonald
Councilman Larry Brown
Councilwoman Lynette Boggs McDonald
Councilman Lawrence Weekly
Councilman Michael Mack
Douglas Selby, City Manager
Steve Houchens, Deputy City Manager
Elizabeth Fretwell, Deputy City Manager
Brad Jerbic, City Attorney
Barbara Jo (Roni) Ronemus, City Clerk
Sharon Segerblom, Director, Neighborhood Svcs.
Richard Goecke, Director, Public Works
Mark Vincent, Director, Finance
David Washington, Fire Chief, Fire Services
Neil Pezzillo, Director, Administrative Services
David Riggelman, Director, Communications
F. Claudette Enus, Director, Human Resources
Robert Genzer, Director, Comm. Planning & Development
Paul Wilkins, Director, Building & Safety
Lesa Coder, Director, Office of Business Development
Barbara Jackson, Director, Leisure Services
Mike Sheldon, Director, Detention & Enforcement
Joseph Marcella, Director, Information Tech.
Radford Snelding, City Auditor
James P. Carmany, Court Administrator, Municipal Court
Larry Haugsness, Director, Field Operations

Planning Commission Members:

Craig Galati
Laura McSwain
Byron Goynes
Todd Nigro
Steven Evans
Rick Truesdell
Stephen P. Quinn

CCDC:

Dayvid Figler
Peter Thomas
Jack Sommer
Steven Swisher
Steve Kalb
George Kunz
Ken Templeton
Gary Vause

ATTACHMENT B**CITY COUNCIL & REDEVELOPMENT AGENCY**

Meeting of November 6, 2002

DECLARATIONS OF INTEREST IN THE EXISTING REDEVELOPMENT AREAS

NAME	TITLE	LOCATION (See Form for Interest Held)
Oscar B. Goodman	Mayor	SW Corner-Casino Center & Bonneville
Gary Reese	Councilman	2341 E. Bonanza
Michael McDonald	Councilman	None
Larry Brown	Councilman	None
Lynette Boggs McDonald	Councilwoman	None
Lawrence Weekly	Councilman	1929 Rose Coral Ave.
Michael Mack	Councilman	None
Douglas Selby	City Manager	None
Steve Houchens	Deputy City Manager	None
Elizabeth Fretwell	Deputy City Manager	None
Brad Jerbic	City Attorney	None
Robert S. Sylvain	Deputy City Attorney	821 So. Casino Ctr.
Barbara Jo Ronemus	City Clerk	None
Sharon Segerblom	Director, Neighborhood Services	704 S. 9 Street
Richard Goecke	Director, Public Works	None
Larry Haugsness	Director, Field Operations	None
Mark Vincent	Director, Finance	None
David Washington	Fire Chief, Fire Services	None
Neil Pezzillo	Director, Administrative Services	None
Elizabeth Gail Hall	Admin. Officer, Administrative Services	None
Kami Dempsey	Gov. Relations Mngr., Administrative Services	None
Patrick Smith	Management Analyst II, Administrative Services	None
David Riggleman	Director, Communications	None
F. Claudette Enus	Director, Human Resources	None

ATTACHMENT B

NAME	TITLE	LOCATION (See Form for Interest Held)
Robert Genzer	Director, Comm. Planning	603, 605, 607 S.4th; 406, 408, 410 E. Bonneville; 1117, 1119, 1131 S. Main
Matthew Pinjuv	Sr. Planner	SW Corner-Ogden & 8 th St.
Paul Wilkins	Director, Building Safety	None
Lesa Coder	Director, OBD	None
Albert C. Douglas	Sr. Dev. Project Officer, OBD	None
Jim Pegues	Sr. Dev. Project Officer, OBD	None
Douglas Lein	Dev. Project Officer, OBD	None
Scott R. Auyong	Sr. Dev. Project Officer, OBD	None
Richann Johnson	Sr. Dev. Project Officer, OBD	None
Susan Lonborg	Admin. Secretary, OBD	None
Steve Van Gorp	Redevelopment Officer, OBD	None
William Arent	Sr. Economic Development Officer, OBD	None
Scott D. Carter	Development Project Analyst, OBD	None
Jacqueline Garrens	Development Project Officer, OBD	None
Iain Vasey	Economic Development Manager, OBD	None
Barbara P. Jackson	Director, Leisure Services	None
Autumn Davis	Acting Coordinator, Leisure Services	None
Daniel Stover	Aquatic Maint. Sup., Leisure Services	None
Mike Habighorst	Coordinator, Leisure Services	None
Trina Lewis	Recreation Leader, Leisure Services	None
Mike Sheldon	Director, Detention & Enforcement	None

ATTACHMENT B

NAME	TITLE	LOCATION (See Form for Interest Held)
Joseph Marcella	Director, Information Technology	None
Lonnie Richardson	Manager, Information Technology	None
Louis Carr, Jr.	Manager, Information Technology	None
Bob Wood	Manager, Information Technology	None
Michael Hougen	Support Mngr, Information Technology	None
Radford Snelding	City Auditor	None
James P. Carmany	Court Admin., Municipal Court	None
Craig Galati	Planning Commissioner	None
Laura McSwain	Planning Commissioner	None
Byron Goynes	Planning Commissioner	None
Todd Nigro	Planning Commissioner	None
Steven Evans	Planning Commissioner	None
Rick Truesdell	Planning Commissioner	NW Corner-Colorado & S. Fourth; NW Corner-Sahara & Paradise; 2233 Las Vegas Blvd. So.; 201 Las Vegas Blvd. So.
Stephen P. Quinn	Planning Commissioner	None
Dayvid Figler	CCDC	None
Jack Sommer	CCDC	None
Stephen Swisher	CCDC	None
Steve Kalb	CCDC	None
George Kunz	CCDC	SW Corner- Charleston & Eastern
Ken Templeton	CCDC	None
Gary Vause	CCDC	2200 Las Vegas Blvd. S.; 410, 422, 428 S. 1 st St.; 510 S. 1 st St.

ATTACHMENT B

NAME	TITLE	LOCATION (See Form for Interest Held)
Stephanie Boixo	Chief of Staff, Mayor's Office	None
Elena M. Perez	Special Asst. to Mayor	None
Louisa Tuilagi	Executive Asst. to Mayor	None
Loretta Arrington	Liaison, Council	None
Richard Henry	Senior Management, Council	None
Mary Kleven	Sr. Executive Asst., Council	None
Laurie Kruse	Sr. Executive Asst., Council	None
Audrie Dodge	Sr. Executive Asst., Council	None
Karlette Adams	Sr. Executive Asst., Council	None
Lynn Barboza	Sr. Executive Asst., Council	None
Susie Martinez	Council Liaison	None
Doug Rankin	Council Liaison	None
Darcy Hayes	Council Liaison	None
Larry Harala	Council Liaison	None
Ricki Barlow	Council Liaison	None
Kelly D. Benavidez	Council Liaison	None
Leni Skaar	Council Liaison	None
Lisa Clearwater Campbell	Management Analyst, Council	None
Trina Robinson	Management Analyst, Council	None



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
TERRY BROWN
STEVE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: OSCAR B. GOODMAN
Title: MAYOR
Department: _____

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that **(please check)**

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

CASINO CENTER AND BONNEVILLE (SOUTH WEST CORNER)

Description of Interest:

20% INTEREST

2002 SEP 20 A 8:03

RECEIVED
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-8/02

[Signature]
Signature (Required)

9/19/02
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
TERRY BROWN
STEVE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

RECEIVED
CITY CLERK

2002 SEP 20 A 8:50

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name:	<u>GARY REESE</u>
Title:	<u>CITY COUNCILMAN</u>
Department:	_____

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that **(please check)**

I DO

I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2341 EAST BONANZA Rd.
Las Vegas, NV 89101

Description of Interest:

LENE A Barber Shop is Shopping
General.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-8/02

<u>Gary Reese</u>	<u>Sept 20, 2002</u>
Signature (Required)	(Date)

common/forms/redevelopment area disclosure 2002 form



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
JERRY BROWN
STEVE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Lawrence Weekly

Title: Councilman

Department: _____

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (**please check**)

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

1929 Rose Coral Ave
Las Vegas, NV 89106

Description of Interest:

2002 SEP 20 A 10: 10
RECEIVED
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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68112-012-8/02

Lawrence Weekly 9/19/02
Signature (Required) (Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
ERRY BROWN
TE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Sharon Segerblom
Title: Director, Neighborhood Services
Department: Neighborhood Services

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (*please check*)

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

704 South 9th

Description of Interest:

50% interest in law office building

2002 SEP 23 P 12:21

RECEIVED
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-8/02

Sharon Segerblom
Signature (Required)

9/26/02
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
ERRY BROWN
TE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

RECEIVED
CITY CLERK

DATE: SEPTEMBER 19, 2002 2002 SEP 24 P 5: 03
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: ROBERT S. GENZER
Title: DIRECTOR
Department: PLANNING & DEVELOPMENT

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

I DO



INDIRECT [SEE BELOW]

I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

603, 605 & 607 S. 4TH ST., & 406, 408 & 410 E. BONNEVILLE
1117, 1119 & 1131 S. MAIN ST.

Description of Interest:

ALL PROPERTIES ARE OWNED BY MY WIFE AND
MOTHER-IN-LAW, THEREFORE I HAVE A
INDIRECT INTEREST BY MARRIAGE.

RSG
Signature (Required)

9/24/02
(Date)

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
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common/forms/redevelopment area disclosure 2002 form



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
MARRY BROWN
LIZETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: MATTHEW J. PINJUV
Title: SENIOR PLANNER
Department: PLANNING AND DEVELOPMENT

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

SOUTHWEST CORNER OF OGDEN AVENUE
AND EIGHTH STREET,
(129 N. EIGHTH STREET)

Description of Interest:

MY FATHER OWNS A PORTION OF THIS PROPERTY.
THE PROPERTY IS INCLUDED IN HIS TRUST AND I
AM LISTED AS THE PRIMARY TRUSTEE.

Matthew J. Pinjuv
Signature (Required)

9/24/02
(Date)

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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common/forms/redevelopment area disclosure 2002 form



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MICHAEL J. McDONALD
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VRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY



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400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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68112-012-8/02

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

2002 SEP 20 11:48
RECEIVED
CITY CLERK

Please complete the following information:

Name:	<u>Richard W. Truesdell</u>
Title:	<u>Vice Chairman</u>
Department:	<u>Las Vegas Planning Commission</u>

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (*please check*)

I DO

I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

- 1.) Sahara & Paradise Plaza - NWC of Sahara & Paradise
- 2.) Vacant land NWC of Fourth Street & Colorado Avenue
- 3.) Fun City Motel - 2233 Las Vegas Boulevard South
- 4.) 201 LV Blvd. S.

Description of Interest:

- 1.) Equity partner with 50% interest, property owned by Chetak Development
- 2.) Owned by Cornerstone Company which my wife and I own 100%
- 3.) Equity partner with 30% interest, property owned by Chetak Development
- 4.) Cornerstone Company is the property manager for owners

Signature (Required)

September 29, 2002
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
ERRY BROWN
TE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name:	<u>GEORGE KUNZ</u>	2002 SEP 26 A 10:18	RECEIVED CITY CLERK
Title:	<u>MEMBER</u>		
Department:	<u>CEDC</u>		

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (*please check*)

I DO

I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

FRANCHISEE OF McDONALD'S RESTAURANT
LOCATED ON S.W. CORNER OF CHARLESTON
& EASTERN

Description of Interest:

I OWN EQUIPMENT & FIXTURES - HAVE
NO INTEREST IN LAND & BUILDING.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-8/02

<u>[Signature]</u>	<u>9-24-02</u>
Signature (Required)	(Date)

Attachment C Page 9 of 10



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002

TO: BARBARA JO (RONI) RONEBUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

2002 OCT - 1 11:00
RECEIVED
CITY CLERK

Name: Gary Vause
Title: Member Board of Directors: CCDC
Department: _____

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO
I DO NOT

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2200 Las Vegas Blvd. South: Aztec Gold Casino

410, 422, 428 S. 1st Street: Sunstate Apartments

510 S. 1st Street: Sunstate Apartments

Description of Interest:

I am a partner in respective partnerships that own
each of the above

Signature (Required)

Date

centimon/forms/redevelopment area disclosure 2002 form

69112-012-802

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.8011
TTY 702.385.9108
www.ci.las-vegas.nv.us

69112-012-802



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
NETTE B. McDONALD
WRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name:

Robert S. Sylvain

Title:

Deputy City Attorney

Department:

City Attorney Office

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (*please check*)

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

821 South Casino Center, Las Vegas, Nevada

Description of Interest:

10% Limited Partner

2002 OCT 23 P 2:35
RECEIVED
CITY CLERK

Signature (Required)

Robert S. Sylvain

(Date)

10-23-02

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

common/forms/redevelopment area disclosure 2002 form

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: LESA CODER

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO AMEND THE DURATION OF THE CITY OF LAS VEGAS REDEVELOPMENT PLAN FROM MARCH 5, 2016 TO MARCH 5, 2031, AS ALLOWED BY NEVADA REVISED STATUTES 279.438 (MULTIPLE PARCELS) - WARDS 1, 3, AND 5 (McDONALD, REESE, AND WEEKLY)

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Pursuant to Nevada Revised Statutes 279.438, and amendments thereto promulgated during the 1999 Legislature by Assembly Bill 306, the duration of the City of Las Vegas Redevelopment Plan, having been adopted before July 1, 1987, may extend until 45 years after the original date of the adoption of the Plan, which was March 5, 1986. Therefore, the Plan may extend until March 5, 2031.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Redevelopment Area Map

MOTION:

REESE – APPROVED – UNANIMOUS with M. McDONALD excused

MINUTES:

DEPUTY CITY MANAGER STEVE HOUCHENS explained that this extends the life of the Redevelopment Agency to 2031, in accordance with State law. This practical application allows for the sale of 20-year bonds and to fulfill agreements that might exist on the tax increment. Staff recommends approval.

There was no further discussion.

(10:48 – 10:49)

2-303

City of Las Vegas

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: NOVEMBER 20, 2002

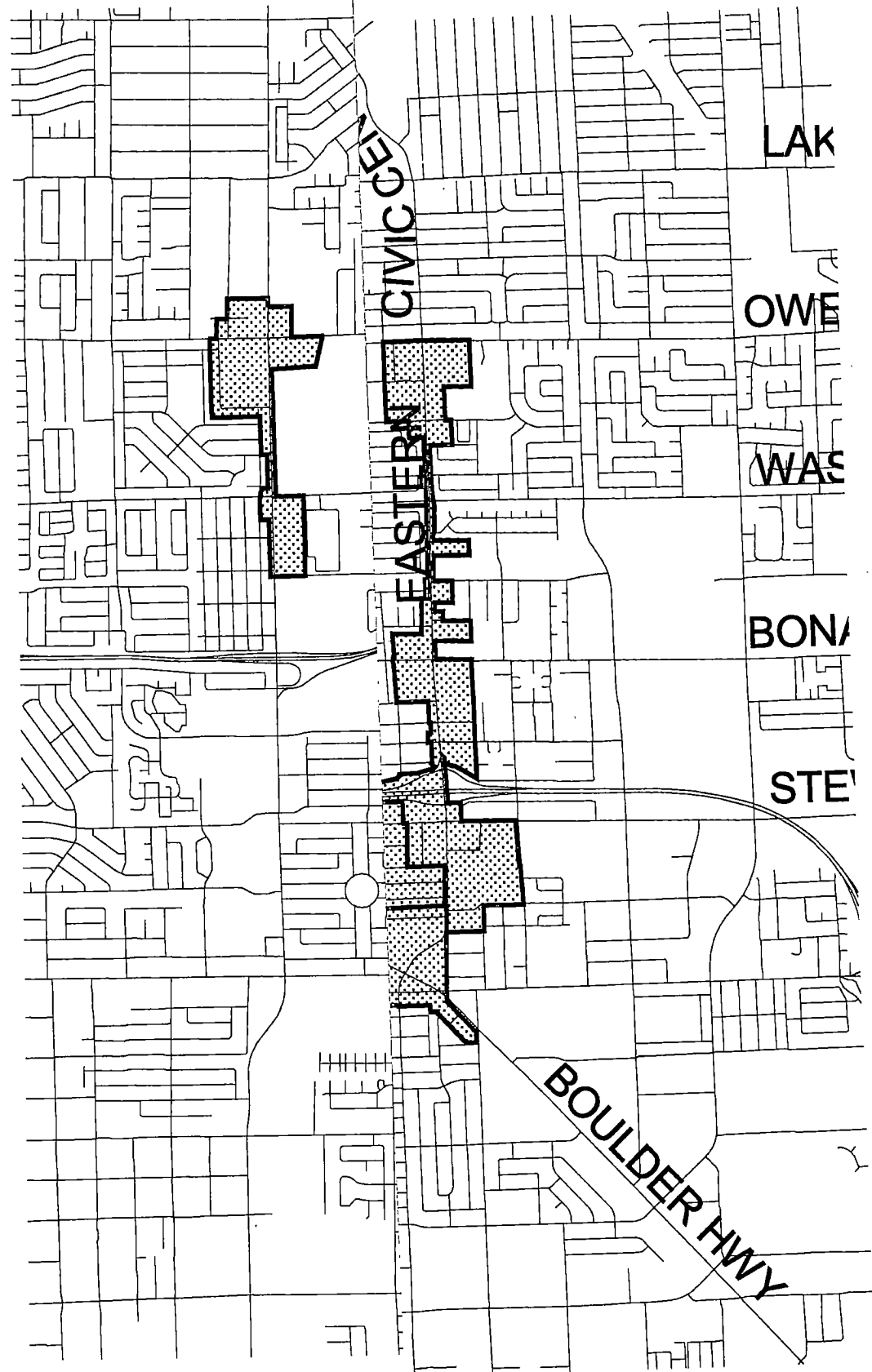
DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION TO AMEND THE DURATION OF THE REDEVELOPMENT PLAN FROM MARCH 5, 2016 TO MARCH 5, 2031, AS ALLOWED BY NEVADA REVISED STATUTES 279.438 (MULTIPLE PARCELS) - WARDS 1, 3, AND 5 (MCDONALD, REESE, AND WEEKLY)

As regards this item, Nevada Revised Statutes, Chapter 279, Section 438, as revised by Assembly Bill 306 of the 1999 Legislature, states the following:

NRS 279.438 Termination of redevelopment plan adopted before July 1, 1987, and amendments to plan. A redevelopment plan adopted before July 1, 1987, and any amendments to the plan must terminate at the end of the fiscal year in which the principal and interest of the last maturing of the securities issued before that date are fully paid or 45 years after the date on which the original redevelopment plan was adopted, whichever is later.

(Added to NRS by 1959, 653; A 1987, 1683; 1997, 2557; 1999, 3613)



ea

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS

SUBJECT:

DISCUSSION AND POSSIBLE ACTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A SHORT-TERM (NTE 6 MONTHS) AGREEMENT FOR PARTICIPATION IN A THEATRE PARKING VALIDATION PROGRAM AT NEONOPOLIS GARAGE, SOUTHEAST CORNER OGDEN AND 4TH - WARD 5 (WEEKLY)

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Field Operations
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

The Disposition and Development Agreement for the Neonopolis Project does not allow CLV-RDA, as the Garage owner/operator, to participate in parking validation programs offered by the owner of the Retail Complex. Previous discussions between the owners indicate a possible need for joint validation programs. Validation options will be considered in conjunction with development of a 6th Amendment to the DDA, but short-term flexibility for theatre operations would be beneficial.

RECOMMENDATION:

Approval for the Executive Director to enter into a short-term (nte 6 months) agreement for participation in a theatre parking validation program at Neonopolis Garage, southeast corner Ogden and 4th.

BACKUP DOCUMENTATION:

Locator Map

MOTION:

WEEKLY – APPROVED as recommended, directing **DEPUTY CITY MANAGER HOUCHEMS** to explore the possibility of extending the parking validation program to all the tenants at Neonopolis and into extending the validation program through 1/22/2003 – **UNANIMOUS** with **M. McDONALD** excused

MINUTES:

LARRY HAUGSNESS, Director, Field Operations, said this matter is in order and recommended approval. He said that the period would be extended for six months.

MEMBER MACK indicated that many of the new business owners at the Neonopolis have contacted him requesting a parking break, because many of the residents in the area have not been to Neonopolis and are not aware of the amenities available there. Charging for parking right now might deter people from shopping at Neonopolis during the holidays. CHAIRMAN GOODMAN indicated

REDEVELOPMENT AGENCY MEETING OF NOVEMBER 20 2002

Field Operations

Item 4 - DISCUSSION AND POSSIBLE ACTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A SHORT-TERM (NTE 6 MONTHS) AGREEMENT FOR PARTICIPATION IN A THEATRE PARKING VALIDATION PROGRAM AT NEONOPOLIS GARAGE, SOUTHEAST CORNER OGDEN AND 4TH

MINUTES – Continued:

that the theater is the only business affected by the free validation. MR. HAUGSNESS mentioned that staff is already talking to some of the other Neonopolis tenants about a reduced rate validation program.

MEMBER WEEKLY commented that he has spoken with DEPUTY CITY MANAGER HOUCHEMS about the possibility of extending the validation program until the first of the year, because, as MEMBER MACK pointed out, there are many people that are not aware of the amenities at Neonopolis. Deterring people from Neonopolis at this time would be detrimental to its success.

AL GALLEGO, Las Vegas citizen, complained that people are being driven away because the validation is only good for two hours. When he drives to Neonopolis to catch a movie, he hopes the movie will only last an hour and a half so that he can then have some time left to take a stroll down Fremont Street. He encouraged the Council to do away with metered parking so that the citizens can come to the downtown area and enjoy what it has to offer, including being able to attend the Council meetings without having to worry about feeding the parking meter. In his opinion, parking meters are City gambling machines that should be outlawed.

DEPUTY CITY MANAGER HOUCHEMS interjected that the City is trying to strike a balance with the parking situation, but staff will further look into accommodating the businesses through the end of this year.

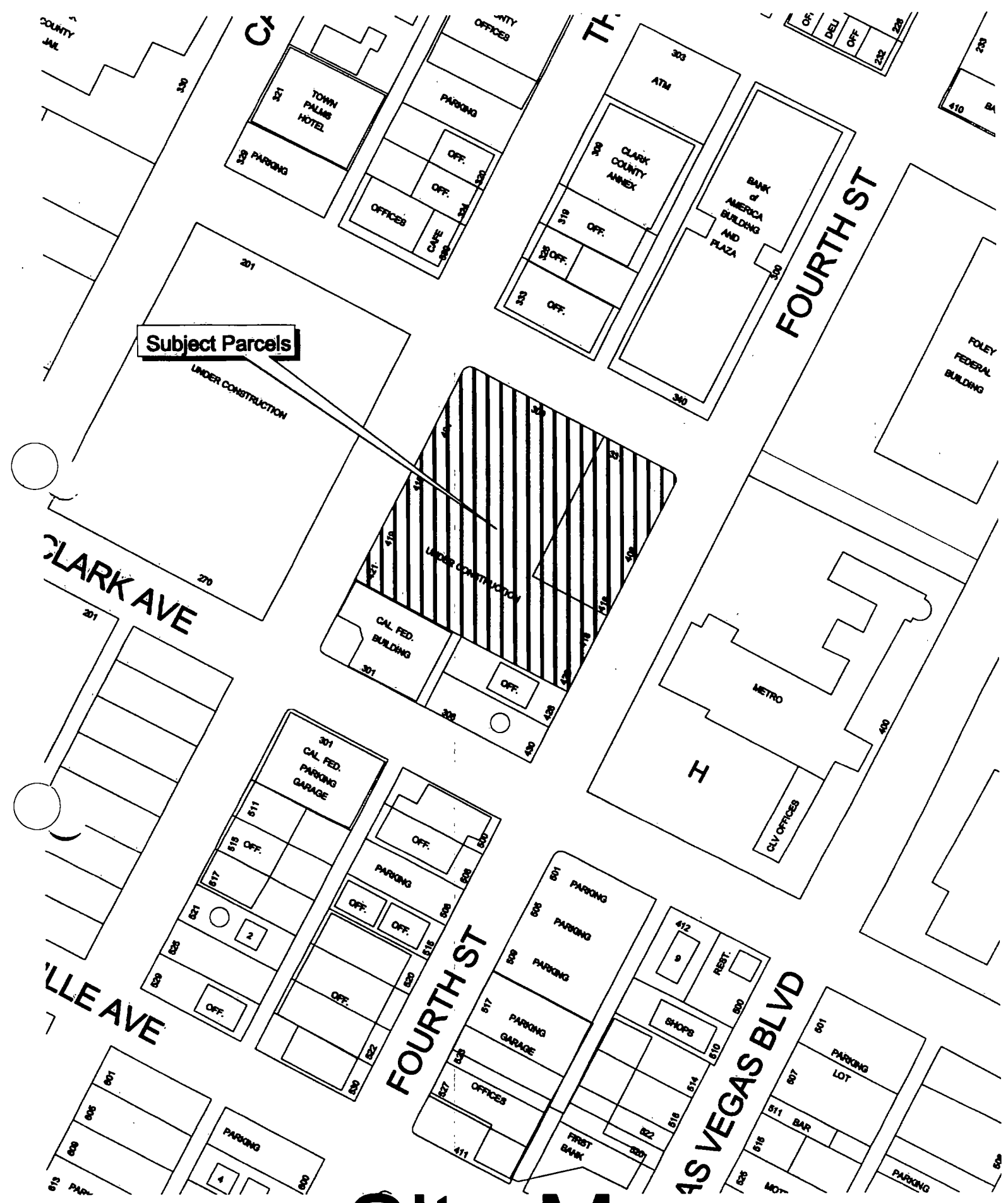
DEPUTY CITY MANAGER HOUCHEMS clarified for MEMBER MACK that both the Neonopolis and Stewart Street parking garages were purchased with bonds, which the City is obligated to pay with the proceeds from the parking fees. He added that the availability of parking at City Hall has increased significantly because of the parking garage. Also, the new meters are four-hour meters, and the new rate is \$1.50 per hour. MEMBER WEEKLY stressed that it is not going to break the City to extend the validation program to January 22, 2003.

NOTE: CHAIRMAN GOODMAN directed MR. HAUGSNESS to explore the possibility of extending the parking validation program to all the tenants at Neonopolis to help them get a jumpstart on business. He noted that it is important to charge those people that are using the parking but not utilizing the facilities at Neonopolis. He also requested that MR. HAUGSNESS look into changing the signage at the garage, because he has been told that it is very harsh.

There was no further discussion.

(10:49 – 10:59)

2-347



Site Map

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: LESA CODER

SUBJECT:
RESOLUTIONS:

RA-3-2002 - DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS RDA AND PH GSA, LLC AND THE DISPOSITION AND DEVELOPMENT AGREEMENT ("DDA") BETWEEN OFFICE DISTRICT PARKING I, INC. ("ODP") AND PH GSA, LLC TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE RDA - WARD 1 (M. McDONALD) [NOTE: THIS ITEM IS A COMPANION ITEM TO COUNCIL ITEM #56 (Real Estate) AND AND COUNCIL ITEM #59 (R-125-2002)]

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding the PH GSA LLC proposal for an IRS District Headquarters. The Redevelopment Agency is being asked to review and approve an Owner Participation Agreement (OPA) to provide Tax Increment Finance (TIF) assistance for 41% of new incremental taxes for 10 years.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Site Map
3. Disclosure of Principals
4. RA-3-2002 - Resolution of Findings
5. Owners Participation Agreement

MOTION:

REESE – STRIKE – UNANIMOUS with M. McDONALD excused

MINUTES:

CHAIRMAN GOODMAN advised that the applicant had requested the item be withdrawn from the agenda.

(10:59 – 11:00)

2-657

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: NOVEMBER 20, 2002

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND PH GSA, LLC AND THE DISPOSITION AND DEVELOPMENT AGREEMENT ("DDA") BETWEEN OFFICE DISTRICT PARKING I, INC. ("ODP") AND PH GSA, LLC TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND APPROVING THE OPA BY THE AGENCY AND THE DDA BY ODP

The PH GSA LLC proposal for an 85,000 square foot building for the IRS District Headquarters is consistent with the objectives of the Redevelopment Plan for the Redevelopment Area pursuant to Ordinance 3218 adopted in 1996 and subsequent amendments adopted in 1988, 1992 and 1996.

The project will assemble land into parcels suitable for a modern, integrated development. It will also significantly strengthen the office functions in the downtown area, for operations such as law firms and accounting firms, and create additional opportunities for retail and other commercial uses, such as restaurants and daycare facilities.

Construction of the project will also strengthen and diversify the economic base of the Redevelopment Area and entire community by installing needed site improvements to stimulate new commercial expansion, employment and open spaces. The project will be an approximate \$20 million new investment into downtown that will bring 336 well-paid jobs into the Redevelopment Area. It is projected that the city of Las Vegas will receive approximately \$443,900 in annual revenue from this project.

The proposed project is consistent with the adopted Redevelopment goals and will assist in upgrading the quality of life in the Redevelopment area by creating new economic and fiscal opportunities, by creating jobs and bringing revenues downtown.

A complete economic and fiscal impact study has been completed to assess the revenues generated by the project, number of jobs created, and the overall impact on the downtown economy. The overall economic output on the local economy is projected to be approximately \$36.5 million per year in direct and indirect revenues.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	The Molasky Family 1998 Irrevocable Trust	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
2.			
3.	The Frey Family 2000 Irrevocable Trust	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
4.			
5.	The Irwin A. Molasky 1995 Irrevocable Trust	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
6.			
7.	PH, LLC	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
8.			
9.	Richard Worthington	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

PH, LLC

Irwin A. Molasky

Name Irwin A. Molasky,
Operating Manager

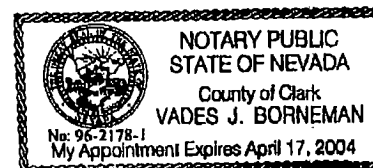
11-1-02

Date

Subscribed and sworn to before me this 1st day of

November, 2002

Vades J. Borneman
Notary Public



1 WHEREAS, the Governing Board of the Agency has determined that the Owner
2 Participation Agreement (the "OPA"), which provides for the financing of tax increment to reimburse
3 for certain costs incurred by Developer to construct and develop certain improvements for an office
4 building at the Site ("Project"), all as more fully set forth in the OPA, is in compliance with and in
5 furtherance of the goals and objectives of the Redevelopment Plan; and
6

7 WHEREAS, the Governing Board of the Agency has determined that the Disposition
8 and Development Agreement between ODP and the Developer ("DDA"), which provides for the
9 conveyance of the ODP Site to Developer for the development of an office building at the Site, all as
10 more fully set forth in the DDA, is in compliance with and in furtherance with the goals and objectives
11 of the Redevelopment Plan.
12

13 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the
14 Agency that the Project is determined to be in compliance with and in furtherance of the goals and
15 objectives of the Redevelopment Plan, the OPA is hereby approved and the Chairperson of the
16 Governing Board of the Agency is hereby authorized and directed to execute the OPA for and on
17 behalf of the Agency, and to execute any and all additional documents (including any Attachments
18 to the OPA) and to perform any additional acts necessary to carry out the intent and purpose of the
19 OPA.
20
21

22 RESOLVED FURTHER, that the Governing Board hereby approves the DDA and
23 determined to be in compliance with and in furtherance of the goals and objectives of the
24 Redevelopment Plan and the Governing Board consents to the execution of the DDA by the President
25 of ODP and any and all additional documents.
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THE FOREGOING RESOLUTION was passed, adopted and approved this ____ day
of _____, 2002:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM

J. Pondicello 11/26/02
Date

OWNER PARTICIPATION AGREEMENT
BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY
AND
PH GSA LLC

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2002, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") and PH GSA LLC, a Nevada limited liability company (the "Developer").

I. [§100] SUBJECT OF AGREEMENT

A. [§100] Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan (The "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the development of certain real property included within the boundaries of the Redevelopment Area.

The development of the Site, as defined hereafter pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

This Agreement has been negotiated and prepared to set forth certain terms and conditions pursuant to which the Agency would be willing to reimburse to the Developer a portion of the incremental increase in property taxes generated by the Site and the Project, as described therein.

B. [§102] The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. The Redevelopment Plan, as it now exists and as it may be subsequently amended pursuant to Section 701, 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 thereof are specifically described in the Redevelopment Plan and in a document recorded March 11, 1986, as Instrument No. 00777, Book 860311, and amended in the document recorded February 11, 1988, Instrument No. 00382, Book 880211, and further amended in the document recorded November 22, 1996, as Instrument No. 00847, Book 961122, in the Office of County Recorder of Clark County, which documents are incorporated herein by reference and made a part hereof as though fully set forth herein.

D. [§104] The Site

The Site is that portion of the Redevelopment Area consisting of approximately 27,991 square feet of undeveloped real property in Las Vegas, County of Clark, Nevada, as shown on the Map of the Site (Attachment "A") and is more particularly described in the Legal Description of the Site (Attachment "B") which is owned or controlled by the Developer.

E. [§105] Parties to or Interrelated 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 (NRS 279.382 *et seq.*). The office of the Agency is located at 400 Stewart Avenue, Las Vegas,

Nevada 89101. "Agency", as used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

2. [§107] **The Developer**

The Developer is PH GSA LLC, a Nevada limited liability company. The Operating Member of the Developer is PH LLC, a Nevada limited liability company. Developer's principal address is 3111 South Maryland Parkway, Las Nevada 89109. Wherever the term "Developer" is used herein, such term shall include any permitted assignee or successor owner of the Project (hereinafter defined). The qualifications and identity of the Developer and of its Operating Member are of particular concern to the City and the Agency, and it is because of such qualifications and identity that the Agency has entered into this Agreement with the Developer. During the existence of this Agreement, Developer agrees not to transfer the Project, nor will the Operating Member of the Developer transfer its interest in the Project other than as permitted hereunder. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

3. [§108] **Disclosure of Principals**

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Attachment "H", all members of the Developer holding more than a one percent (1%) ownership interest in the Developer.

F. [§ 109] **The Development**

a. Subject to all the provisions of this Agreement and the City of Las Vegas Downtown Centennial Plan as adopted by City Council on July 5, 2000, and as both may be amended thereafter, the improvements to be constructed on the Site and the obligations of the Developer as to the Site (the "Development" or "Project") are an approximately 85,000 square foot office building to be constructed in accordance with the terms and conditions of that certain Disposition and Development Agreement of even date herewith between Developer and Office District Parking I, a Nevada corporation ("ODP") and a wholly owned subsidiary of the City (the "DDA"), including without limitation, the design approval rights of ODP pursuant to the DDA. The Developer intends to enter into a lease (the "GSA Lease") with the General Services Administration of the United States (the "GSA") for the entire office building for occupancy by the Internal Revenue Service.

b. The Developer acknowledges and agrees (i) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of the Development and (ii) that Developer will be required to obtain all reviews, approvals and permits required for the construction of the Development.

[§110] INTENTIONALLY OMITTED

G. [§111] **Developer Obligations**

1. [§112] **Construction of Development**

Developer agrees to complete the Project in accordance with the terms and conditions of the DDA, including, without limitation, the deadlines set forth in the schedule of performance set forth in the DDA.

2. [§113] [reserved]

3. [§ 114] **Miscellaneous Developer Obligations**

a. **Financial Ability.** Developer represents and warrants to the Agency that Developer and Developer's Operating Member are solvent and are in sound financial condition.

b. **Employment Plan.** In accordance with the Agency's employment plan policy for the Developer with respect to the Project, the Developer shall comply with the provisions of the employment plan attached hereto as Attachment "G".

c. **Neighboring Businesses.** The Developer agrees to cooperate with the Agency to develop adequate means of pedestrian and vehicular access between the Project and neighboring businesses.

H. [§ 115] **Agency Obligations**

1. [§ 116] **Developer Note**

a. Subject to the terms and conditions contained in Section 117 below, the Agency agrees to issue to the Developer a Special Limited Obligation Tax Increment Revenue Developer Note in the form attached hereto as Attachment "F" (herein, the "Note") to reimburse hard and soft costs incurred by the Developer to construct and develop Qualified Improvements (as defined below) for the Project. The principal amount of the Note shall equal the total amount of Qualifying Expenditures (hereinafter defined) for the Project. The Agency agrees to issue the Note within sixty (60) days after the later of (i) the date the Developer has complied with the conditions of paragraph a. of Section 117 including delivery of a certificate of Qualifying Expenditures and (ii) the date the Agency has made its determinations under paragraph b. of Section 117, provided, however, the Note shall only be issued between March 15 and June 30 of each year.

b. The Note shall have a term commencing on the date of issuance and maturing on the last day of 120 full calendar months thereafter (the "Maturity Date"). The Note shall bear interest thereunder at an annual rate equal to the lower of (i) seven percent (7%) or (ii) a rate equal to 300 hundred basis points over the Bond Buyer 20-Bond Index quoted in the Bond Buyer published by Thompson Financial in that edition published nearest to date of issuance of the Note. The principal amount of the Note shall be amortized over the term of the Note and shall be payable in equal annual installments commencing on the anniversary date of the issuance of the Note which falls immediately after the taxing authorities have collected Available Accrued Taxes (as defined below) and on the same date each year thereafter. Accrued unpaid interest shall be paid with each installment of principal. All payments shall first be applied to accrued unpaid interest and then to principal. All unpaid principal and accrued interest shall be payable upon the Maturity Date. The Agency and Developer agree that the interest payable under the Note is not intended to be exempt from federal income taxation.

c. INTENTIONALLY OMITTED

d. "Available Accrued Taxes" shall mean the product of fifty percent (50%) (rounded to the nearest one cent (\$.01)) multiplied by the Agency Share of Real Estate Taxes. The Agency Share of Real Estate Taxes equals the Real Estate Taxes (defined herein) paid from time to time in connection with the Project, including land and improvements, minus each of the following: (i) the portion of taxes paid (18% of taxes received by the Agency under NRS 279.676 with respect to the

Project) which is required to be used providing low income housing pursuant to NRS 279.685, (ii) the Real Estate Taxes paid based on the then current tax rate applied against the fiscal year 2002-2003 assessed value of the property on which the Project is located, including land and improvements, if any, and (iii) the Real Estate Taxes paid with respect to the Project that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(c), (iv) the Real Estate Taxes paid with respect to the Project that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(d), and (v) any other portion of the Real Estate Taxes paid with respect to the Project which is not transferred to the Agency under NRS 279.676. "Real Estate Taxes" means the ad valorem real estate taxes paid in connection with the Project and shall not include any other taxes or assessments against the Project.

e. Payment of the Note will be payable only from Available Accrued Taxes. On the final maturity date all unpaid principal and accrued interest shall be abated to the extent that on such date there are not sufficient Available Accrued Taxes to pay such sums, and the Agency shall be discharged of its obligation to pay the same. In the event by any installment payment date the Agency has not accrued sufficient Available Accrued Taxes to pay the full principal and interest installment payment due under the Note, then the Agency shall make a partial payment equal to then Available Accrued Taxes to the Developer, and any deficit shall be accrued and payable together with interest at the rate of interest under the Note and the next installment payment at the next anniversary.

f. The principal and interest due and payable on the Note: (i) do not constitute an indebtedness of the Agency other than from the Available Accrued Taxes, (ii) are not payable from, nor are they a charge upon, any funds of the Agency other than the Available Accrued Taxes, (iii) are not backed by the full faith and credit of the Agency, and (iv) are not secured by a pledge of the taxing power of the Agency for the payment of the Note other than to the extent of Available Accrued Taxes. Developer agrees that (i) the only obligation of the Agency in connection with the Note is to pay Available Accrued Taxes on the terms and conditions set forth in this Agreement and (ii) in the event Available Accrued Taxes are not sufficient to pay any installments of principal or interest when due under the Note or the principal balance and interest remaining unpaid at the final maturity date of the Note, neither the Agency, the City of Las Vegas nor any agency thereof shall be liable for any amounts unpaid under the Note.

g. The Agency and the Developer hereby agree that the Developer may submit written recommendations for changes and amendments to this Agreement that may be needed to accomplish the purposes of this Agreement. By way of example, and not limitation, if the subordination to future Agency debt contained in paragraph (b) of section 119 hereof is causing a financial hardship to the Project, the Developer may make recommendations to ameliorate such hardships. Developer agrees, however, that the Agency may reject any such recommendations at the Agency's sole discretion.

2. [§117] Conditions Precedent to Issuance of Special Limited Obligation Tax Increment Revenue Developer Notes

a. The Special Limited Obligation Tax Increment Revenue Developer Note shall be issued for the Project upon the satisfaction of the following conditions: (i) the Agency has determined that the improvement Plans for the Project are in compliance with the DDA, (ii) the City has approved the improvement plans for the Project; and (iii) the Certificate of Completion (as defined below)

has been issued by the Agency. Prior to the issuance of the Note, the Developer shall submit to the Agency (i) a written certification in a form reasonably acceptable to the Agency by which the Developer certifies the Qualified Expenditures for the Project and (ii) such supportive evidence and documentation reasonably required by the Agency establishing that the Qualified Expenditures were in fact incurred. Such evidence and documentation may include an affidavit of an authorized representative of the Developer, accompanied by receipts for paid invoices and/or cancelled checks.

b. Notwithstanding anything to the contrary herein, (i) the aggregate amount of principal payable under the Note issued for the Project shall not exceed the Agency's reasonable estimate of the present value (using the interest rate and term of the Note) of Projected Available Accrued Taxes (as defined below) for the Project and (ii) payments of principal and interest on the Note shall be scheduled to be made at such time as the Agency estimates Available Accrued Taxes will have been received in a sufficient amount to make such payments. Projected Available Accrued Taxes for the Project shall be the Available Accrued Taxes projected to be derived from the Total Development Costs of the Project over the term of the Special Limited Obligation Tax Increment Revenue Developer Note issued for the Project. In calculating Projected Available Accrued Taxes for the Project, reasonable assumptions shall be used by the Agency as to future increases and decreases to (i) the applicable tax rates, and (ii) the assessed value of Total Development Costs for the Project.

c. The Note will not be issued with a maturity of less than one (1) year. The Note will not be issued, without the prior written consent of the Agency, on or after a date that is three (3) years after the date of this Agreement.

3. **[§118] Qualified Improvements**

As used herein, "Qualified Improvements" and "Qualified Expenditures" shall include those items set forth in Attachment "C".

4. **[§119] Notes Subordinate**

a. Payment of the Note from Available Accrued Taxes will be subordinate to the repayment of the Agency's pre-existing debt ("Agency's Pre-Existing Debt") which is outstanding at the time the Note is issued, other than Agency debt to the City of Las Vegas, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency's Pre-Existing Debt.

b. Payment of the Note from Available Accrued Taxes will also be subordinate to the repayment of the Agency's debt ("Agency's Future Debt", which term does not include any Agency debt owed to the City of Las Vegas) which is issued hereafter as parity or subordinate Additional Parity Obligations or Subordinate Obligations as defined in and issued in accordance with the Indenture of Trust dated June 1, 1995 pursuant to which the Agency's Series 1995B Bonds were issued if, and only if, the chief financial officer of the Agency files a certificate prior to any issuance of such Agency's Future Debt establishing that the reasonably projected aggregate amount of the incremental increase in property taxes to be generated by all property within the City of Las Vegas Redevelopment Area over the remaining term of the then outstanding Notes, minus the aggregate amount of such incremental taxes to be set aside for low-income housing pursuant to NRS 279.685 and minus the aggregate remaining debt service on the outstanding Note, equals at least one hundred fifteen percent (115%) of the reasonably projected debt service on all then outstanding Agency's Pre-Existing Debt and on all then outstanding as well as the proposed to be issued Agency's Future Debt in each year in which the Note is to be outstanding.

5. [§ 120] **Assignment**

Except as set forth in this Section 120 and Section 107 above, the Note may not be assigned by the Developer to anyone other than those defined as a Developer in Section 107 without the Agency's written consent which the Agency may in its sole discretion determine to grant. Notwithstanding the foregoing, the Agency hereby consents to the transfer of the Project and the Note by the Developer to an affiliated entity (the "New Entity"), provided that the Developer retains no less than a fifty percent (50%) ownership interest in the New Entity. Moreover, the Agency hereby agrees that any restrictions on the transfer of the Project shall not apply to space leases of a portion of the Project or the improvements thereon and shall not apply after the issuance of the Certificate of Completion s defined in Section 222 below.

6. [§ 121] **Miscellaneous Agency Obligations**

In accordance with the schedule of performance set forth in the DDA, the Agency staff will assist the Developer in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site.

I. [§ 122] **Acknowledgment of Bond Covenants**

The Agency has issued its "City of Las Vegas Downtown Redevelopment Agency, Tax Increment Revenue Bonds (City of Las Vegas Redevelopment Project), Series 1986A" in the aggregate original principal amount of \$50,000,000 (the "Series 1986A Bonds"); its "City of Las Vegas Downtown Redevelopment Agency, Tax Increment Subordinate Lien Revenue Bonds (Fremont Street Project), Series 1994A" in the aggregate principal amount of \$18,800,000 (the "Series 1994A Bonds"); its "City of Las Vegas Downtown Redevelopment Agency, Tax Increment Subordinate Lien Revenue Bonds (Housing Project), Series 1994B," in the aggregate original principal amount of \$3,375,000 (the "Series 1994B Bonds"), its "City of Las Vegas Downtown Redevelopment Agency, Tax Increment Insured Refunding Parity Lien Revenue Bonds, Series 1995B, in the aggregate principal amount of \$16,525,000 (the "Series 1995A Bonds") and its "City of Las Vegas Downtown Redevelopment Agency, Tax Increment Subordinate Lien Refunding Revenue Bonds, Series 1995B in the aggregate principal amount of \$565,000 (the "Series 1995B Bonds") and its "City of Las Vegas Downtown Redevelopment Agency Tax Increment Refunding Bonds" Series 1998 in the original aggregate principal amount of \$9,890,000 (the "Series 1998 Bonds"). The Series 1986A Bonds, Series 1994A Bonds, Series 1994B Bonds, Series 1995A Bonds, Series 1995B Bonds and Series 1998 Bonds are collectively referred to herein as the "Bonds". The Series 1986A Bonds were issued pursuant to that certain Amended and Restated Indenture of Trust, dated as of December 1, 1989 (the "1986 Indenture"), between the Agency and Bank of America Nevada, formerly known as Valley Bank of Nevada (the "Trustee"). The Series 1994A Bonds were issued pursuant to the provisions of that certain Indenture of Trust, dated as of January 15, 1994 (the "1994A Indenture") between the Agency and the Trustee. The Series 1994B Bonds were issued pursuant to the provisions of that certain Indenture of Trust, dated as of January 15, 1994 (the "1994B Indenture") between the Agency and the Trustee. The Series 1995A Bonds were issued pursuant to the provisions of that certain First Supplemental Indenture of Trust, dated as of June 1, 1995 (the "1995A Indenture") between the Agency and the Trustee. The Series 1995B Bonds were issued pursuant to the provisions of that certain Indenture of Trust, dated as of June 1, 1995 (the "1995B Indenture") between the Agency and the Trustee. The Series 1998 Bonds were issued pursuant to that certain Second Supplemental Indenture of Trust dated as of September 1, 1998 (the "1998 Indenture"). The 1986 Indenture, the 1994A Indenture, the 1994B Indenture, the 1995A Indenture, the 1995B Indenture and the 1998 Indenture are collectively referred to as the "Indentures." The Bonds were issued for the purpose of financing certain undertakings by the Agency in connection with the Redevelopment Project. Under the Indentures, the rights, but not the obligation, of the Agency under this Agreement have been pledged by the Agency to the owners of

the Bonds as security for the Bonds. The Developer understands and acknowledges that, under the Indentures, the trustees, on behalf of the Registered Owners (as defined in the Indentures), shall be entitled to enforce the provisions of this Agreement against the occurrence of any Event of Default as set forth therein.

J. [§ 123] General Representations

The Agency and the Developer each represent and warrant for itself that:

1. This Agreement and all agreements, instruments and documents herein provided to be executed are each a duly executed and binding agreement, instrument and document of the party executing the same.

2. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which the Developer is subject.

II. [§200] DEVELOPMENT OF THE SITE

A. [§201] Development of the Site by the Developer

1. [§202] Scope of Development

2. [§203] Agency Approval of Changes in the Construction Plans and Drawings

Any material changes to the Project shall be made only in compliance with the DDA.

3. [§204] Cost of Construction

Except as otherwise agreed by the Parties, the cost of developing the Site and constructing all improvements thereon shall be borne by the Developer.

4. [§205] Construction Schedule

The Developer shall begin and complete all construction and development within the times specified Attachment "I" hereto or such reasonable extension of said dates as may be granted by the Agency or as provided in Section 604 of this Agreement.

[§206] Insurance and Indemnification

a. The Developer shall obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of One Million and No/100ths Dollars (\$1,000,000.00) combined single limit. If such policy is on a "claims made" basis, then such coverage shall be maintained in effect for one (1) year after the issuance of the final Certificate of Completion.

b. Prior to the commencement of any demolition or construction of the Site, the Developer shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein.

c. The Developer will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within sixty (60) calendar days following the expiration date of said insurance.

d. The Agency, its officers, employees and agents must be expressly covered as insured parties under the insurance coverage required herein if such coverage is reasonably available.

e. The insurance coverage required herein must provide for a thirty (30)-day written notice to the Agency before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

f. In the event the Developer fails to obtain, or maintain the insurance required herein, the Agency shall have the right, in addition to the remedies available under Sections 407, 411 and 412, to pay the premium to reinstate the insurance coverage which the Developer has failed to maintain, or to procure substitute insurance coverage, which in either case the Agency shall be entitled to collect the cost thereof from the Developer or deduct the same from any sums due the Developer under this Agreement.

g. In addition to the insurance requirements of this Section, the Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the Agency and the City of Las Vegas, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, including property of the Agency or the City, which may arise out of or in any manner be connected with the performance of the obligations under this Agreement excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the City, the Agency, and any of their respective officers, members, consultants, agents and employees.

h. The Developer shall also furnish or cause to be furnished evidence satisfactory to the Agency that any contractor with whom it has contracted for performance of the work on the site carries worker's compensation insurance required by law.

3. **[§209] City, Agency, and Other Governmental Permits**

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City of Las Vegas or any other governmental agency affected by such construction, development or work. The Agency shall provide reasonable assistance deemed appropriate by the Agency to the Developer in securing these permits. Developer hereby agrees and acknowledges that (i) Agency review of any elements of the Project is for the sole purpose of assuring compliance with this Agreement (ii) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of the Development, and (iii) that the Developer will be required to obtain all reviews, approvals and permits required for the construction of the Development. The Agency hereby agrees and acknowledges that (i) the Agency's

review of any elements of the Project is for the sole purpose of determining compliance with this Agreement, including the determination of compliance with this Agreement for the issuance of the Note, and (ii) Agency approval shall not be required for the design and construction of the Project. The Agency agrees that, except where a shorter timeframe is set forth herein, (i) any review and action required under this Agreement by the staff of the Agency shall be completed and notice thereof provided to the Developer within thirty (30) days after the Developer's request under this Agreement for a determination by the staff of the Agency and (ii) in the event the staff of the Agency fails to respond in writing within such thirty (30) day period, Agency staff will be deemed to have responded favorably to the Developer's request for review and determination.

4. [§210] **Rights of Access**

For the purposes of assuring compliance with this Agreement, representatives of the Agency shall have, upon notice to the Developer, the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the Agency shall be those who are so identified in writing by the Executive Director of the Agency. The Agency shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access.

5. [§211] **Compliance with Public Bidding Requirements and Other Local, State and Federal Laws**

The Developer recognizes that this Agreement will result in the Agency providing financial incentives to the Developer in excess of \$100,000. In accordance with NRS §279.500, the Developer agrees that the Project is subject to the Prevailing Wage Act, NRS §338.010 through §338.090, inclusive. The Developer agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project because of the issuance of the Notes.

The Developer shall ascertain the general prevailing rate of per diem wages in the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement and shall so specify such information in the bid specification. Subject to the provisions of applicable law, the Developer agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements.

The Developer shall require that the selected contractor keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvement. Such records shall be open to inspection and reproduction by the Agency during normal business hours.

6. [§212] **Anti-discrimination During Construction**

The Developer, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Developer will not discriminate for or against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry, or national origin.

B. [§213] Agency Approval of Operating Covenants, and Reciprocal Easement Agreements

Upon written request, delivered by the Agency to the Developer, the Agency reserves the right of approval, which shall not be unreasonably withheld, of operating covenants and reciprocal easement agreements that the Developer may enter into during construction of the Development. Such operating covenants and reciprocal easement agreements shall be deemed approved by the Agency unless rejected, in whole or in part, by written notice thereof by the Agency to the Developer setting forth in detail the reasons therefor, within sixty (60) calendar days after the submission to the Agency.

§214 THROUGH §221 INTENTIONALLY OMITTED

C. [§222] Certificate of Completion

A Certificate of Completion in the form attached hereto as Attachment "D" for the Project shall be issued by the Agency after substantial completion of all construction of the Project and Developer has executed and delivered the Certificate of Completion along with the accompanying documentation required of the Developer by the Certificate of Completion. The Project shall be 'substantially completed' at such time as the Project has been completed in compliance with Section 200 and a certificate of occupancy has been issued by the City so that the GSA is obligated to start paying rent under the GSA Lease. The Certificate of Completion shall also include the Agreement to be Recorded Affecting Real Property in the form of Attachment "E" both of which shall be recorded in the Office of the County Recorder of Clark County.

The Certificate of Completion for the Project shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Project and of total compliance with the terms hereof. After issuance of the Certificate of Completion for the Project, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Project covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the Agreement appended hereto as Attachment "E". Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Project, neither the Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Project that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 301 to 305 inclusive, of this Agreement. Specifically, but not by way of limitation, upon issuance of the Certificate of Completion, the prohibition against transfer of the Project and/or the interest of the Operating Member of the Developer shall no longer be applicable, provided, however, that the restrictions on assignment of the Note set forth in Section 120 shall continue.

The Agency shall not unreasonably withhold the Certificate of Completion. If the Agency refuses or fails to furnish the Certificate of Completion for the Project after written request from the Developer, the Agency shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain the Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If the Agency shall have failed to provide such written statement within said ten (10)-day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Project shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

III. [§300] USE OF THE SITE

A. [§301] Uses

The Developer covenants and agrees for itself, its successors, assigns and every successor in interest that during construction and thereafter for the term of this Agreement, the Site shall be devoted only to the uses specified in this Agreement, and the Redevelopment Plan, for the periods of time specified in Section 304. The foregoing covenants shall run with the land.

B. [§302] Maintenance

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Plans and Drawings in a healthy condition. If at any time the Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within thirty (30) days after written notice from the Agency, either the Agency or the City may perform the necessary cleanup or landscape maintenance, and the Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenants shall run with the land.

C. [§303] Obligation to Refrain from Discrimination

The Developer covenants by and for itself, its successors, 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, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer 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.

D. [§304] Effect and Duration of Covenants

Except as otherwise provided, the covenants contained in this Agreement shall remain in effect until expiration of the term of the Note or any extension of the term of the Note. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the Agency without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Site, any parcel or subparcel, or in the Redevelopment Area. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all

rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

IV. **[§400] DEFAULTS, REMEDIES AND TERMINATION**

A. **[§401] Event of Default by the Developer**

If during the existence of this Agreement, the Developer:

1. Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, contrary to the provisions of Section 107, as the same may be modified by Section 222;
2. Fails to proceed with, abandons or substantially suspends, except as permitted by Section 604 below, the construction of the Project required by the DDA;
3. Fails, except as permitted by Section 604 below, to meet the deadlines set forth in DDA or proceed in a timely manner with the Development required by the DDA;
4. Fails to substantially complete the Project as required by the DDA; or
5. Fails to perform any other material obligation imposed under the provisions of this Agreement or the DDA;

then, the occurrence of any of the foregoing events (a "Developer Event of Default") shall constitute a breach in the performance of the obligations imposed upon the Developer and shall entitle the Agency to the remedies, and only the remedies hereinafter set forth, if, after receiving thirty (30) calendar days written notice of default from the Agency, the Developer has failed to cure, or to commence a cure and diligently pursue it to completion (which in no event is to exceed sixty (60) calendar days).

B. **[§402] Events of Default by the Agency**

If during the existence of this Agreement, the Agency fails to perform any material obligation imposed under the provisions of this Agreement, then, the occurrence of any of the foregoing events (an "Agency Event of Default") shall constitute a breach in the performance of the obligations imposed upon the Agency and shall entitle the Developer to the remedies, and only the remedies, hereinafter set forth, if, after receiving thirty (30) calendar days written notice from the Developer, the Agency has failed to cure, or to commence a cure and diligently pursue it to completion (which in no event is to exceed sixty (60) calendar days).

1. **[§403] Institution of Legal Actions**

Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

2. **[§404] Applicable Law**

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

3. [§405] **Service of Process**

In the event that any legal action is commenced by the Developer against the Agency, service of process on the Agency shall be made by personal service upon the Secretary of the Agency or in such other manner as may be provided by law.

C. [§406] **Remedies of the Parties**

1. [§407] **Mutual Remedy of Specific Performance**

Upon occurrence of an Event of Default by either the Developer or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement.

2. [§408] **Remedy of the Developer**

Upon the occurrence of an Agency Event of Default, Developer shall have the sole remedy of requiring specific performance of the Agency's obligations hereunder, including, without limitation, the issuance of the Note.

3. [§409] **Remedies of the Agency**

a. [§410] **In General**

1. [§411] **Termination**

During the existence of this Agreement and upon the occurrence of a Developer Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Developer or such other date as may be specified in the written notice. The Agency agrees that any such termination shall not affect the outstanding Note, provided, however, that the Developer agrees that the obligation of the Agency to issue the Note is contingent upon completion of the Project and the submission by Developer to the Agency of a completed Certificate of Completion for the Project.

4. [§411] **Attorneys Fees**

In the event of any litigation between the parties regarding this Agreement or the Property, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

[§500] [reserved]

V. **[§600] GENERAL PROVISIONS**

A. **[§601] Notices, Demands and Communications Between the Parties**

Formal notices, demands and communications between the Agency and the Developer shall be sufficiently given if dispatched by reputable overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and the Developer as set forth in Sections 107 and 108 hereof, and shall be deemed given two (2) business days after delivery to a reputable overnight courier for next business day delivery, or five (5) days after delivery to the U.S. Postal Service for delivery by registered or certified mail. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

B. **[§602] 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 Developer warrants that it has not paid or given, and will not pay or give, any third person other than the Developer's attorneys and consultants any money or other consideration for drafting, negotiating and obtaining this Agreement.

C. **[§603] Non-liability of Agency Officials and Employees**

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

D. **[§604] Enforced Delay: Extension of Times of Performance**

The performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; litigation, including delays beyond the reasonable control of the Agency; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Agency shall not excuse performance by the Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Agency and the Developer.

E. [§605] Inspection of Books and Records

The Agency has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement.

The Developer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Agency pertaining to the Site and to the receipt of tax revenues as pertinent to the purposes of this Agreement.

F. [§606] [reserved]

VII . [§700] SPECIAL PROVISIONS

G. [§701] Amendment of Redevelopment Plan

The Agency will give the Developer notice of amendments to the Redevelopment Plan as required by applicable law applying to the Redevelopment Area but shall not be required to obtain the consent of the Developer to such changes.

H. [§702] Submission of Documents to the Agency for Review

Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the Agency for review, which shall be deemed reviewed if not acted on by the Agency within a specified time, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed reviewed within the stated time. If there is no time specified herein for such Agency action, the Developer may submit a letter requiring Agency review of documents within thirty (30) days after submission to the Agency or such documents shall be deemed reviewed. It is understood and agreed by the parties hereto that review by the Executive Director of the Agency or his designee shall be deemed review by the Agency for purposes of this section.

I. [§703] Amendments to this Agreement

The Developer and the Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to the Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. Notwithstanding the foregoing, the Agency may elect not to enter into any amendment as it may determine in its sole discretion.

VI. [§800] 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 and Attachments "A" through "P", attached hereto and incorporated herein by reference, all of 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 Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Developer. Any Agency approvals required or permitted by the terms of this Agreement may be given by the Executive Director or such other person that the Executive Director designates in writing.

VII. [§900] TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

This Agreement, when executed by the Developer and delivered to the Agency, must be authorized, executed and delivered by the Agency fifteen(15) days from the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer consents in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

[End of Page]

By executing this Agreement and submitting it to the Agency, the Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

“Agency”

ATTEST:

○

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

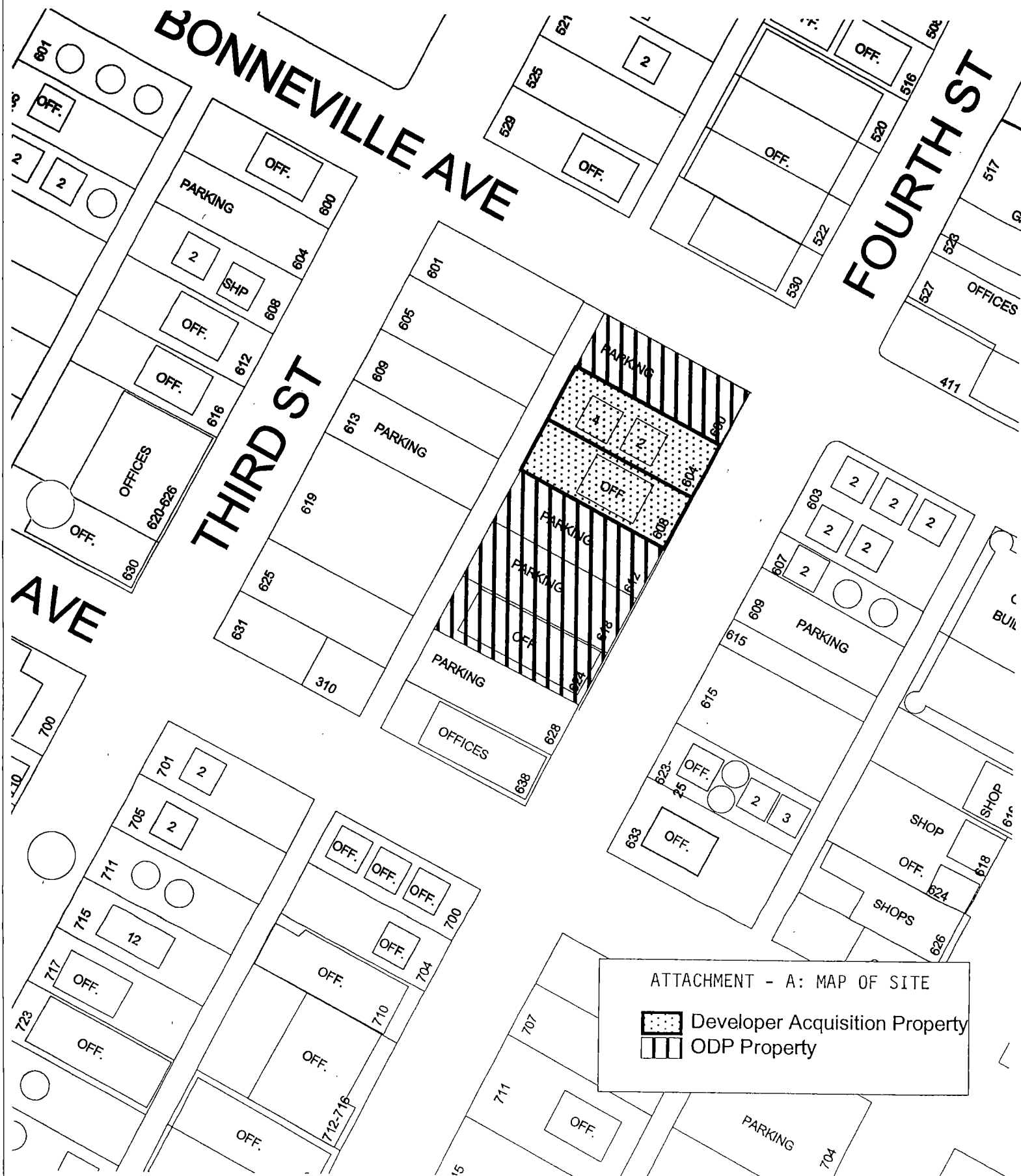
Michael C. Nicely 11/6/02
Special Counsel Date

PH GSA LLC,
a Nevada limited liability company

By: PH LLC, a Nevada limited liability company
MANAGER

By: _____

○
“Developer”



ATTACHMENT "B"

Legal Description

Being Lots 21 through 32 inclusive, Block 25 of Clark's Las Vegas Townsite, City of Las Vegas, County of Clark, State of Nevada, as per map recorded in Book 1, Page 37 of Plats in the Office of the County Recorder of said County, situated in the Southwest Quarter (SW ¼) of Section 34, Township 20 South, Range 61 East, M.D.M.

Said parcel contains 41,986 sq. ft. more or less.



OWNER PARTICIPATION AGREEMENT

ATTACHMENT C

List of Qualifying Expenditures

SITework

Demolition
Clearing
Hazardous Waste Abatement
Grading
Utilities
Paving
Hardscape - Concrete
Concrete Masonry Units - CMU walls
Electrical
Landscaping & Irrigation

CORE & SHELL CONSTRUCTION

Surveying & Layout
Building Concrete (footings, cast in place, shear walls)
Reinforcing Steel (rebar & miscellaneous embeds & bolts)
Structural Steel (columns)
Metal Fabrications (stairs & rails)
Ornamental Metals (canopy & decorative column covers)
Roofing & Waterproofing
Sheetmetal
Caulking
Insulation
Glass & Glazing
Doors, Frames & Hardware
Lath & Plaster (EIFS)
Drywall & Framing
Finishes (Paint, Tile, Stone, Wallcovering, Carpet)
Elevators
Mechanical & Plumbing
Electrical
Fire System
Telecommunications & Security

ATTACHMENT "D"
Form of Certificate of Completion

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, the Owner Participation Agreement (OPA) dated _____, 200_ and recorded _____, 2002, in Office of the Recorder of the County of Clark, Nevada, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to PH GSA LLC, a Nevada limited liability company, hereinafter referred to as the "Developer," for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said OPA, the Developer shall certify to the Agency that all construction and development on the Site has been substantially completed in compliance with the OPA; and

WHEREAS, as referenced in said OPA, the Agency shall furnish the Developer with a Certificate of Completion upon substantial completion of all construction and development upon the Site, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA.

Now, therefore:

1. The Developer hereby certifies to the Agency that all construction on the Site has been completed in compliance with the OPA, including without limitation, the issuance of a certificate of occupancy for the core and shell of the project.
2. The Agency agrees and does hereby certify that the construction development on the Site have been fully and satisfactorily performed and completed as required by the OPA.

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____ day of _____, 2002.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

“Agency”

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

PH GSA LLC, a Delaware limited liability company

By: PH LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

“Developer”

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2002, by OSCAR B. GOODMAN, Chairperson of the City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2002, by _____, as _____ of _____.

NOTARY PUBLIC, in and for said County and State



ATTACHMENT "E"

Form of Agreement to be Recorded Affecting Real Property

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2002, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and PH GSA LLC, a Nevada limited liability company,(hereinafter referred to as the "Developer") with reference to the following:

A. The Developer is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. The 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. Recordation of this Agreement at the Agency's request is conclusive evidence that the Developer has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Developer on _____, 2002 (the "OPA").

NOW, THEREFORE, THE AGENCY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Developer has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the OPA, that the terms and provisions of the OPA have been fully and satisfactorily performed by the Developer and that the OPA shall be of no further force or effect.

2. The Developer, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Developer; provided, however, that if the Developer shall fail to so maintain the Site, the Agency may perform such maintenance for the Developer and in such event shall be entitled to be reimbursed by the Developer for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. Prior to the issuance of a Certificate of Completion as set forth in Section 222 of the Agreement, the Developer shall not sell, transfer, convey, assign or lease the Project without the prior written approval of the Agency except as permitted in the DDA, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the Agency hereby consents to the transfer of the Project and the Notes by the Developer to an affiliated entity (the "New Entity"), provided that the Developer retains no less than a fifty percent (50%) ownership interest in the New Entity. Moreover, the Agency hereby acknowledges and agrees that the foregoing prohibition shall not apply to space leases of a portion of the Project or the improvements thereon or to a transfer of either of the Outparcels.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Section 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2016 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the date set forth in Section 222 of the Agreement. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

IN WITNESS WHEREOF, the Agency and the Developer have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

“Agency”

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

PH GSA LLCa Delaware limited liability company

By: PH LLC

By: _____
Name: _____
Title: _____

“Developer”

ATTACHMENT "F"

Special Limited Obligation Tax Increment Revenue Developer Note

Attachment "F"

CITY OF LAS VEGAS

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE

DATED _____, 2____

No. _____

MATURITY DATE _____, 20____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: _____ PERCENT (_____%) PER ANNUM

The City of Las Vegas Redevelopment Agency (the "Agency"), a public body corporate and politic duly organized and existing under the laws of the State of Nevada, for value received, hereby promises to pay, but solely from the special sources hereinafter designated, to the Registered Owner designated above, on the following dates in the following principal installments:

DATE

PRINCIPAL DUE

<u>DATE</u>	<u>PRINCIPAL DUE</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable annually on _____ of each year, commencing _____, 2____, until the earlier of the maturity date listed above or such time as said Principal Amount is paid, unless this Note shall have been called for prior prepayment and payment hereof shall have been made or provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the City Treasurer of the City of Las Vegas Nevada (the "Treasurer") as paying agent under the Resolution pursuant to which this Note (the "Note") is issued and secured or at such other office as may be designated by the Treasurer. Payment of interest on this Note and other payments of principal shall be made by check or draft mailed by the Treasurer to the person in whose name this Note is registered in the registration records of the Treasurer (the "Registered Owner") at the address appearing thereon at the close of the business on the business day next proceeding the date such interest is paid. All such interest payments shall be made in lawful money of the United States of America. If any payment date is on a Saturday, Sunday or Legal Holiday, payment (by mail) shall be made on the next succeeding business day.

The Note is issued by the Agency pursuant to and in full compliance with the Constitution and laws of the State of Nevada, particularly the Nevada Community Redevelopment Law, consisting of NRS 279.382 to 279.680, inclusive (the "Act"), and pursuant to a resolution duly adopted by the Agency (the "Resolution") for the purpose of defraying a portion of the costs a redevelopment project (the "Agency Improvements") located in an area (the "Redevelopment Area") within the boundaries of the City of Las Vegas, Clark County, Nevada.

This Note is payable exclusively from Available Accrued Taxes as defined in the Owner Participation Agreement between the Agency and PH GSA, LLC dated _____, 2002. By accepting this Note, the owner hereby agrees that it has no other source to look for payment, and the Agency shall not be in default hereunder if the owner of this Note is not paid the principal and interest hereon when due because of the fact the Available Accrued Taxes are insufficient for making that payment however; any unpaid amounts due shall accrue from year to year until the Maturity Date and any available Accrued Taxes which are over and above what is needed for paying that current year's principal and interest on this Note and the amount required to pay Superior Bonds as described below shall be utilized for the purpose of paying such prior years' accrued and unpaid principal and interest requirements with respect to this Note.

Any amounts due hereunder which have not been paid on or before the Maturity Date because of an insufficiency of Available Accrued Taxes shall cease to be due and payable thereafter and this Note shall be at that time deemed to be paid in full.

The payment of the Available Accrued Taxes for the payment of the principal and interest on this Note is subordinate and junior to the lien of the Agency Debt, described below. Payments of the principal and interest on the Note shall be made only if Available Accrued Taxes remain available to the Agency after the payment of the Agency's Pre-Existing Debt and Agency's Future Debt (as defined below) and failure to pay the principal of or interest on this Note as a result of the need to apply Available Accrued Taxes to Agency's Pre-Existing Debt and Agency's Future Debt (collectively "Agency Debt") should not be a default hereunder, but the amount not paid shall accrue from year to year until the maturity date and any Available Accrued Taxes which are over and above the amount that is needed for paying that current year's principal and interest on this Note and the amount required to pay the Agency Debt in that current year shall be utilized for the purpose of paying such prior years accrued and unpaid principal and interest requirements with respect to this Note. All unpaid principal and interest that remains due on the Maturity Date hereof will cease to be owed and the Agency will owe no additional money after the Maturity Date hereof.

Payment of the Notes from Available Accrued Taxes will be subordinate to the repayment of the Agency's pre-existing debt ("Agency's Pre-Existing Debt") which is outstanding at the time such Note is issued, other than Agency debt to the City of Las Vegas, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency's Pre-Existing Debt.

Payment of the Notes from Available Accrued Taxes will also be subordinate to the repayment of the Agency's debt ("Agency's Future Debt", which term does not include any Agency debt owed to the City of Las Vegas) which is issued hereafter as parity or subordinate Additional Parity Obligations or Subordinate Obligations as defined in and issued in accordance with the Indenture of Trust dated June 1, 1995 pursuant to which the Agency's Series 1995B Bonds were issued if, and only if, the chief financial officer of the Agency files a certificate prior to any issuance of such Agency's Future Debt establishing that the reasonably projected aggregated amount of the incremental increase in property taxes to be generated by all property within the City of Las Vegas Redevelopment Area over the remaining term of the then outstanding Notes, minus the aggregate amount of such incremental taxes to be set aside for low-income housing pursuant to NRS 279.685 and minus the aggregate remaining debt service on all then outstanding Notes, equals at least 115% of the reasonably projected debt service on all then outstanding Agency's Pre-Existing Debt and on all then outstanding as well as the proposed to be issued Agency's Future Debt in each year in which a Note is to be outstanding.

This Note and all similar notes requiring payment from a portion of the tax increment on a specified parcel(s) of property in the City of Las Vegas Redevelopment Area shall share pro-rata, according to the relative unpaid principal amount of all of such notes, and any reduction in payments caused by a need to use tax increment to pay Agency Debt.

Principal of and interest on the Note shall not constitute an indebtedness of the City, the Agency, the State of Nevada or any other political subdivision thereof, and neither the City, the State nor any political subdivision thereof other than the Agency shall be liable thereon, nor shall the principal of or interest on the Note constitute a general obligation of the Agency or be payable out of any funds or properties of the Agency other than Available Accrued Taxes.

Reference is hereby made to the Resolution for a further and more detailed description of the Available Accrued Taxes, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Agency, the Registered Owners of the Note, and the terms upon which the Note is issued and secured.

The Note shall not be assigned by the Registered Owner to anyone other than those defined as Developer in the Agreement without the Agency's written consent, which the Agency may in its sole discretion, determine to grant.

This Note may be prepaid in whole or in part at any time. Notice of prepayment shall be given by mailing a copy of the prepayment notice not less than 30 days prior to the date fixed for prepayment to the Registered Owner at the address shown on the registration records maintained by the Treasurer. The amount called for prepayment will cease to bear interest after the specified prepayment date.

The Resolution imposes limitations and conditions on the rights of any Registered Owner to enforce the provisions of the Resolution or the Note. The Resolution permits, subject to certain conditions and limitations and with certain exceptions as provided therein, the amendment thereof and the modification of the rights and obligations of the Agency.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the adoption of the Resolution and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been manually signed on behalf of the Treasurer.

IN WITNESS WHEREOF, the City of Las Vegas Redevelopment Agency has caused this Note to be executed in its name by the facsimile or manual signature of its Chairperson and its corporate seal or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon and attested by the facsimile or manual signature of its Secretary, all as of the date set forth above.

CITY OF LAS VEGAS

REDEVELOPMENT AGENCY

By: _____

OSCAR B. GOODMAN, Chairperson

ATTEST:

Barbara Jo Ronemus, Secretary

APPROVED AS TO FORM:

_____ Date _____, 200_

TREASURER'S CERTIFICATE OF AUTHENTICATION

Date of authentication and registration:

This Note is issued pursuant to the within mentioned Resolution, and has been duly registered in the registration records kept by the undersigned Treasurer.

CITY TREASURER OF THE CITY OF
LAS VEGAS, NEVADA

City Treasurer

[Form of Prepayment Panel]

The following installments of principal (or portions thereof) of this Note have been prepaid in accordance with the terms of the Resolution authorizing the issuance of this Note.

Date of Prepayment	Principal Prepaid	Signature of Treasurer
-----------------------	----------------------	---------------------------



ATTACHMENT G

**EMPLOYMENT PLAN FOR
PH GSA LLC**

The Employment Plan of PH GSA LLC, a Nevada limited liability company ("PHGSA") is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001. (Attachment 1). This Employment Plan outlines the steps to be taken by PHGSA to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women, and/or the homeless.

Developer Employment Plan

The Development Employment Plan shall apply during the construction phase of the Project.

1. Description of the Facilities to be Constructed. The facilities to be constructed by PHGSA will consist of an office building. Please see Attachments No. 4 and No. 3 of the Disposition and Development Agreement for a complete description of the facilities and anticipated construction schedule.

2. Contracts for Construction of the Project. PHGSA will promote the utilization of women, minority, disabled, and veteran-owned business enterprises for the construction of the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity

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ATTACHMENT G

Contracting Policy.” See Attachment 2. These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran-owned businesses expressed as a proportion of the total dollar value of bids.

The Policy requests a list and the amount of contracts to be let for the construction of the redevelopment project. Since PHGSA has not yet caused the bid documents to be prepared, it is premature to identify the subcontracts and material agreements that will be required for construction. When the construction drawings and bid documents have been received, PHGSA, through its construction manager, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans (“MWDV”) business firms. Bid documents will then be completed and disseminated, using the City’s Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Owner Participation Agreement. At such time, PHGSA will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving MWDV Businesses. PHGSA hereby certifies that, for the construction phase of the Project, it shall use and instruct its project manager and construction manager to use the City’s Minority Vendors Directory to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, PHGSA will perform the following tasks:

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ATTACHMENT G

(a) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(b) Contact and coordinate with the City's Minority Business Officer and Redevelopment Agency representatives to obtain lists and information concerning City's certified MWDV owned business enterprises;

(c) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(d) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with NRS 332.

(e) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements;
and

(f) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance;

(g) Organize a Job Fair prior to the Grand Opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women-focused media outlets. Minority agencies will also be notified, as recommended by the City's Minority Business Office. This fair will be provided at no cost to the tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project (see Attachment 3 for

ATTACHMENT G

an example).

(h) PHGSA will provide and dedicate a public announcement board in a public area of the Project. Tenants will be notified of the location and availability of this board and encouraged to utilize it to advertise positions on an ongoing basis.

(i) PHGSA shall advertise and solicit bids and accept qualified joint venture bids from local MWDV owned business firms and from joint ventures involving local and out of state MWDV owned business firms. PHGSA shall encourage joint ventures with the MWDV owned business firms.



EMPLOYMENT PLAN POLICY

(As Adopted on June 6, 2001)

A. What is the purpose of the Employment Plan Policy?

The purpose of this Employment Plan Policy is to encourage developers and build-to-suit owners/lessees participating in a redevelopment project funded by the Redevelopment Agency to hire individuals of specially targeted population groups (economically disadvantaged residents, physically handicapped, members of racial minorities, veterans or women) who live within the area of operation.

B. Who must submit Employment Plans?

1. ***Developers:*** As appropriate for the redevelopment project, the developer shall submit to the Redevelopment Agency an Employment Plan for the construction phase of the redevelopment project in accordance with the requirements of this Policy. For purposes of this Policy, a "developer" means any person or entity who is proposing to construct commercial, office, retail or industrial space with the assistance of the Redevelopment Agency and includes both developers of speculative space and build-to-suit owners.

A "developer of speculative space" means any developer who constructs commercial, office, retail or industrial space for the purpose of conveying or leasing to an unknown owner and/or tenant. A "build-to-suit developer" means any developer who constructs commercial, office, retail or industrial space in accordance with the customized specifications of a known owner and/or lessee to whom the space will be conveyed or leased upon completion of the redevelopment project.

2. ***Build-to-Suit Owners/Lessees:*** As appropriate for the redevelopment project submitted by a build-to-suit developer, the owner/lessee for which the redevelopment project is to be constructed shall submit to the Redevelopment Agency an Employment Plan for the post construction phase of the redevelopment project in accordance with the requirements of this Policy.

For purposes of this Policy, "build-to-suit owner/lessee" means the owner and/or lessee of commercial, office, retail or industrial space which has been constructed by the developer to the customized specifications of the owner/lessee.

3. ***Owners/Lessees:*** An owner/lessee of speculative commercial, industrial, office or retail space shall be exempt from submitting an Employment Plan.

C. What is the term of the Employment Plan?

1. The developer shall adhere to the Employment Plan only during the construction phase of the development.
2. The build-to-suit owner/lessee shall adhere to the Employment Plan for at least as long as the redevelopment project remains subject to the Owner Participation Agreement (OPA)/Disposition and Development Agreement (DDA). Each OPA/DDA will include the specific time periods based on the particular relevant aspects of the project. All subcontractors of permanent operations will be required to adhere to the Employment Plan through contractual language included in any agreement with the build-to-suit owner/lessee. The appropriate requirements of the Employment Plan Policy shall be included in the Owner Participation Agreement.
3. Employment Plans must be submitted to the Agency for review during negotiations for redevelopment funding to be approved as part of the OPA/DDA.

D. What information must the developer provide in the Employment Plan?

The developer shall provide the Agency with a list and amount of all contracts to be let for the construction of the redevelopment project.

E. What procedures shall the developer adhere to?

The developer is required to submit an Employment Plan for the construction phase of the redevelopment project, and shall be referred to the City's Minority Vendors Directory. The developer shall notify the vendors identified in the Minority Vendors Directory of all contracts to be let for the redevelopment project. A copy of the notification shall be submitted to the Redevelopment Agency.

F. What information must be in the Employment Plan submitted by Build-to-Suit Owner/Lessees?

1. A description of the existing opportunities for employment within the area. This information is available from the Nevada Employment Security Department. The Agency shall make every effort to assist the build-to-suit owner/lessee in obtaining this information for inclusion in the Employment Plan.
2. A projection of the effect that the redevelopment project will have on opportunities for employment within the area. In other words, the number of new jobs created as a result of the redevelopment project and a description of the skills required to fill the positions. The build-to-suit owner/lessee must supply this information to the Redevelopment Agency.
3. It is the intent of this Policy that a minimum of 51% of all new jobs created as a direct result of the Redevelopment Project be filled by residents of the Redevelopment Area and/or the City of Las Vegas Special Impact Area (SIA) and/or Census Tracts 5.03 and 5.04 (these tracts will be eligible for SIA designation upon release of the 1990 census information). The Redevelopment Agency shall have the authority to reduce the employment requirements of this section after a showing of just cause. This includes the refilling of those jobs for the duration of the Employment Plan. The build-to-suit owner/lessee is required to submit an Employment Plan which describes how the operation will employ persons who are:
 - a. *economically disadvantaged*
 - b. *physically handicapped*
 - c. *members of racial minorities*
 - d. *veterans*
 - e. *women*
4. The build-to-suit owner/lessee shall, as part of the Employment Plan, utilize one or more of the following referral agencies for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. These referral agencies, by virtue of their activities, are recognized as having a knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

- a. *Nevada Employment Security Department*
- b. *Nevada Business Services*
- c. *Nevada Black Chamber of Commerce*
- d. *Latin Chamber of Commerce*
- e. *Las Vegas Indian Center*
- f. *Nevada Association for the Handicapped*
- g. *Nevada Welfare Department*
- h. *Women's Development Center*
- i. *St. Vincent's Job Desk*
- j. *Community College of Southern Nevada*
- k. *Bureau of Vocational Rehabilitation of Southern Nevada*
- l. *Dr. Martin Luther King, Jr. Committee*

5. Build-to-suit owner/lessees shall be required to pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.
6. Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs a total of more than (25) employees. The training program shall be included as part of the Employment Plan.

G. What procedural guidelines must Build-to-Suit Owner/Lessee follow?

1. The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.
2. Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical and professional positions.
3. The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from his own work force.

4. In the event that the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
5. The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
6. The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin.
7. The Redevelopment Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

H. What are the reporting requirements?

1. The developer shall inform the Agency of the selected bidder after the bid is awarded, including a justification for not selecting the minority vendor, if such is the outcome. Backup documentation shall be provided to the Agency, as requested.
2. The build-to-suit owner/lessee shall submit a report to the Redevelopment Agency within thirty (30) calendar days after the end of each calendar quarter. This report will provide the Agency with a list of employees' names, addresses, rates of pay and health benefit status, and whether or not they were referred by the above agencies. Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted Employment Plan. This information shall not be submitted to any other person or organization for any other purpose.

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities; requiring a proposal for a project of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

279.572 1. Every redevelopment plan must show:

- [1.] (a) The amount of open space to be provided and the layout of streets.
- [2.] (b) Limitations on type, size, height, number and proposed use of buildings.
- [3.] (c) The approximate number of dwelling units.
- [4.] (d) The property to be devoted to public purposes and the nature of those purposes
- [5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.
- [6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

- (a) A description of the existing opportunities for employment within the area.
- (b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.
- (c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:
 - (1) Economically disadvantaged
 - (2) Physically handicapped
 - (3) Members of racial minorities
 - (4) Veterans
 - (5) Women

EQUAL OPPORTUNITY CONTRACTING POLICY

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

A. GENERAL

- 1) An M/W/DVBE may participate as a prime contractor, sub-contractor, joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited toward the goals.
- 2) An M/W/DVBE joint venture partner must be responsible for a clearly defined scope of work detailed separately from the work to be performed by the non-M/W/DVBE joint venture partner. In addition, an agreement signed by all parties, identifying the extent to which each joint venture partner shares in the Ownership, control, management, risk and profits of the joint venture must be submitted to the City of Las Vegas.
- 3) An M/W/DVBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the Work and must carry out its responsibility by actually performing, managing, and supervising the Work specified.
- 4) The Contractor shall not be entitled to payment for any work or material scheduled to be performed by an M/W/DVBE unless it is performed or supplied by the listed M/W/DVBE or by an approved substitution.

B. MBE/WBE/DVBE GOALS

- 1) The Owner has adopted the following goals for MBE/WBE/DVBE participation and utilization.

Minority-owned Business Enterprise (MBE) 25%

Women-owned Business Enterprise (WBE) 5%

Disabled Veteran-owned Business Enterprise (DVBE) 2.5%

These percentage goals represent the value of sub-contracts and materials agreements awarded to M/W/DVBE's based on the total dollar value of the bid. Only sub-contractors and suppliers listed prior to bid opening may be counted toward the goals.

- 2) Each Bidder is responsible for making a sufficient portion of the Work available to sub-contractors and suppliers and to select those portions of the Work and/or material needs consistent with M/W/DVBE availability.
- 3) Each Bidder is responsible for making a good faith effort to meet the M/W/DVBE participation and utilization goals. If the Bidder fails to meet the goals, information documenting the Bidder's good faith efforts to achieve the goals must be submitted prior to bid award.
- 4) Prior to award of the Contract, the apparent low bidder's bid submission will be reviewed to determine if the Owner goals have been met. If goals have been achieved, the Bidder will not be required to submit any information documenting their good faith efforts to meet the goals.

- 5) M/W/DVBE prime contractors will receive credit toward the goals only for that portion of the Work to be completed by their own workforce and that of other M/W/DVBE subcontractors.
- 6) M/W/DVBE prime contractors are also expected to meet the goals for M/W/DVBE participation or to demonstrate a good faith effort to meet the goals.

C. GOOD FAITH EFFORT

1. A good faith effort is defined as that which, given all relevant circumstances, a Contractor actively and aggressively seeking to meet the goals would make. Efforts that are merely pro forma, are not good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, those efforts could not reasonably be expected to produce a level of participation to meet the goals. In evaluating good faith efforts, the following are some examples that the Owner will consider:
 - a) Whether the Contractor attended any pre-bid conferences scheduled to discuss the Owner's Equal Opportunity Contracting Program goals and requirements for the Project.
 - b) Whether the Contractor advertised in general circulation, trade association, and minority, women, and disabled veteran-focus media concerning sub-contracting opportunities in time to allow opportunity for effective participation by M/W/DVBE firms.
 - c) Whether the Contractor contacted the Owner's Minority Business Enterprise Section for a list of identified M/W/DVBE firms and the Owner's M/W/DVBE Resource List, and effectively used this information.
 - d) Whether the Contractor effectively used additional services of available: (i) minority, women, and disabled veteran community organizations; (ii) minority, women, and disabled veteran professional associations; (iii) minority, women, and disabled veteran trade associations; (iv) local, state and federal small business assistance offices; and (v) other organizations that provide assistance in the recruitment and placement of M/W/DVBE's.
 - e) Whether the Contractor provided written notice to a reasonable number of specific M/W/DVBE firms in sufficient time to allow opportunity for effective participation in the Contract.
 - f) Whether the Contractor followed up initial solicitations of interest by contacting M/W/DVBE firms to determine with certainty whether they were interested.
 - g) Whether the Contractor selected portions of the Work to be performed by M/W/DVBE firms in order to increase the likelihood of meeting the established goals, including, where appropriate, breaking down contracts into economically feasible units to facilitate M/W/DVBE participation.
 - h) Whether the Contractor provided interested M/W/DVBE firms with access to plans, specifications and adequate information about the scope of services and other requirements of the Contract.
 - i) Whether the Contractor negotiated in good faith with interested M/W/DVBE firms in order to arrive at a fair price, opting for negotiation in lieu of inviting bids.
 - j) Whether the Contractor fairly determined the qualifications of interested M/W/DVBE firms using only the criteria specified in the Bid Documents.

- k) Whether the Contractor made efforts to assist interested M/W/DVBE firms in obtaining bonds, lines of credit, insurance, and/or meeting other governmental contracting requirements.
 - l) Whether the Contractor documented legitimate reasons why the particular M/W/DVBE's contacted were not utilized or qualified.
 - m) Other evidence to indicate compliance with the spirit of the Owner's Equal Opportunity Contracting Program.
2. This list is a guideline and is not meant to be exhaustive. The exercise of these good faith efforts does not necessarily establish a determination of compliance. In the determination of whether a potential contractor exercised good faith efforts to achieve the W/M/DVBE goals, the availability of qualified M/W/DVBE firms for the type of work involved on a particular contract will be considered.
 3. In the event that a potential contractor has not achieved the M/W/DVBE participation goals, it may be entitled to receive an award of the contract if it exercises good faith efforts to achieve the goal, but is unable to do so.
 4. Lack of good faith efforts will subject a potential qualified contractor's bid to additional scrutiny by the Minority Business Enterprise Section, and may cause the award process to be held in abeyance until an appropriate determination can be made.

D. SUBMITTALS

1. If goals have been achieved, the apparent low bidder will not be required to submit any information documenting their good faith efforts to meet the goals.
2. If the apparent low bidder fails to meet the Owner's M/W/DVBE goals, documentation supporting their good faith efforts must be submitted within five (5) working days after bid opening to the Owner's Minority Business Enterprise Section. Such documentation must indicate all efforts expended under paragraph C of this Section.

E. ADDITIONAL INFORMATION

Any prospective bidder wishing additional information on the Owner's Equal Opportunity Contracting Policy or information regarding minority, women, and disabled veteran contractors may contact the Minority Business Enterprise Section at (702) 229-6231.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	The Molasky Family 1998 Irrevocable Trust	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
2.			
3.	The Frey Family 2000 Irrevocable Trust	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
4.			
5.	The Irwin A. Molasky 1995 Irrevocable Trust	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
6.			
7.	PH, LLC	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
8.			
9.	Richard Worthington	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the **number of sheets**: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

PH, LLC

Irwin A. Molasky

Name Irwin A. Molasky,
Operating Maanger

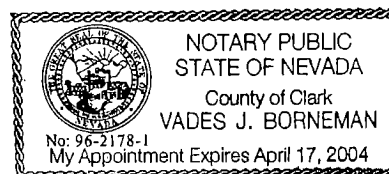
11-1-02

Date

Subscribed and sworn to before me this 1st day of

November, 2002

Vades J. Borneman
Notary Public



**OWNER PARTICIPATION AGREEMENT
ATTACHMENT I
Schedule of Performance**

		Duration in Calendar Days	Early Start	Late Start	Early Finish	Late Finish		
GSA PROPOSAL & BID	Submit GSA SFO Proposal	1	08/09/02					
	Amendment 1	1						
	Amendment 2	1	09/06/02					
	Amendment 3	1	10/10/02					
	Amendment 4	1	10/22/02					
	Best and Final Offer Due	1	11/15/02		11/15/02			
	GSA Review and Award of Lease	12	11/15/02		11/27/02			
DESIGN	TOTAL CONSTRUCTION TIME - IRS	240	07/01/03	01/03/04	02/26/04	08/30/04		
	Conceptual Design	60	06/09/02		08/09/02			
	Conceptual Revisions	90	08/09/02		11/15/02			
	Core & Shell Design Development Drawings	14	12/02/02		12/13/02			
	Core & Shell Contract Documents	70	12/16/02		01/24/03			
	Tenant Improvement Design Development Drawings - IRS	180 - 365	12/02/02	12/02/02	05/31/03	12/02/03		
	IRS National Employees Union Approval	30	06/01/03	12/03/03	07/01/03	01/03/04		
	Tenant Improvement Contract Documents	60	07/02/03	01/03/04	08/31/03	03/03/04		
	ENTITLEMENT	Boundary & Topo	10	01/06/03		01/17/03		
		Site Development Plan Review	10	01/20/03		01/31/03		
		Pre-Application Conference	1	02/07/03		02/07/03		
		Planning Commission	1	02/18/03		02/18/03		
		City Council	1	04/03/03		04/03/03		
Traffic Study - Prepare & Process		65	05/01/03		07/29/03			
Hydrology Study - Prepare & Process		65	05/01/03		07/29/03			
Improvement Drawings - Prepare & Process		108	05/27/03		11/28/03			
Reversionary Map - Prepare, Process & Record		69	05/01/03		08/05/03			
PLAN CHECK & PERMIT		Core & Shell	21	01/25/03		02/15/03		
		Tenant Improvements	21	07/02/03	01/04/04	07/23/03	01/25/04	
		BID, AWARD & PURCHASE	Bid Demo & Site Work	21	10/30/03		11/20/03	
			Award & Purchase Demo & Site Work	7	11/21/03		11/28/03	
			Bid Core & Shell	30	01/25/03		02/24/03	
	Award & Purchase Core & Shell		14	02/25/03		03/11/03		
	Bid Tenant Improvements		30	07/02/03	01/04/04	08/01/03	02/03/04	
	Award & Purchase Tenant Improvements		14	08/01/03	02/03/04	08/15/03	02/17/04	
	CONSTRUCTION - IRS BUILDING		Demo & Clear Site	21	11/29/03	08/18/03	12/20/03	09/08/03
			Abatement	14	08/06/03	09/09/03	08/20/03	09/23/03
Grading & Site Work			28	11/06/02	09/24/03	12/04/02	10/22/03	
Foundations & Underslab Utilities		28	02/05/03	10/23/03	03/05/03	11/20/03		
Form & Pour Columns & Walls - First Level		21	04/07/03	11/21/03	04/28/03	12/12/03		
Form & Pour Slab on Grade (SOG)		28	06/12/03	12/13/03	07/10/03	01/10/04		
Shore & Form Structural Deck - Second Level		28	08/17/03	01/11/04	09/14/03	02/08/04		
Form & Pour Columns & Walls - Second Level		7	11/16/03	02/09/04	08/08/03	02/16/04		
Tenant Improvements		240	08/15/03	02/17/04	04/11/04	10/14/04		
Shore & Form Structural Deck - Third Level		14	08/09/03	02/17/04	08/23/03	03/02/04		
Form & Pour Columns & Walls - Third Level		7	08/24/03	03/03/04	08/31/03	03/10/04		
Shore & Form Structural Deck - Fourth Level		14	09/01/03	03/11/04	09/15/03	03/25/04		
Form & Pour Columns & Walls - Fourth Level		7	09/16/03	03/26/04	09/23/03	04/02/04		
Form & Pour Roof Deck		14	09/24/03	04/03/04	10/08/03	04/17/04		
Mechanical Penthouse		42	10/09/03	04/18/04	11/20/03	05/30/04		
Roof		14	11/21/03	05/31/04	12/05/03	06/14/04		
Energize Building		7	12/06/03	06/15/04	12/13/03	06/22/04		
Elevator		42	12/14/03	06/23/04	01/25/04	08/04/04		
CLV PARKING GARAGE		Core & Shell Finishes & Occupancy	180	09/24/03	04/03/04	03/22/04	09/30/04	
	Bridging Documents to City Council	1	11/05/02		11/05/02			
	KGA - Prepare RFP Documents & Zoning Submittal	90	11/06/02		02/04/03			
	CLV - OBD Receive Proposals & Zoning Approval	60	02/05/03		04/06/03			
	Prepare Short List of Finalists	65	04/07/03		06/11/03			
	Award Design Build Contract & Notice to Proceed	65	06/12/03		08/16/03			
	Prepare Parking Garage DD's & CD's	90	08/17/03		11/15/03			
	Parking Garage Review & Permit	60	11/16/03		01/15/04			
	Parking Garage Construction	275 - 365	01/16/04	01/16/04	10/17/04	01/15/05		
	Occupancy of Parking Garage	30	10/18/04	01/16/05	11/17/04	02/15/05		

3111 South Maryland Parkway
Las Vegas, Nevada 89109
Tel 702-735-0155
Fax 702-737-7025

PH GSA, LLC.

Fax

To: Lesa Coder **From:** Richard S. Worthington

Fax: 385-3128 **Pages:** 1

Phone: **Date:** November 19, 2002

Re: Withdrawal of Item from the City Council **cc:** Irwin Molasky
Agenda

Urgent **For Review** **Please Comment** **Please Reply** **For Approval**

Dear Lesa:

PH GSA, LLC respectfully requests that you withdrawal all of our agenda items relating to the redevelopment of the Fourth and Bonneville site from tomorrow's City Council and Redevelopment Agency Agendas. There have been a significant number of recent developments with respect to this important project which need to be worked through with staff prior to consideration of these items. Thank you.

Regards,

Rich Worthington

Submitted after final agenda

Date 11/19/02 Item RA #5

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2002

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:

AL GALLEGO, Las Vegas resident, protested that he pays a redevelopment tax, which should entitle him to free parking in the new Stewart Street parking garage.

(11:00)

2-686

DAN CONTRARAS, Bonanza Village resident, expressed concern with statements made by a Metro representative at the last Council meeting that changes cannot be made. The same situation that was discussed at that time existed at Bonanza and Martin L. King. That corner was cleaned up and the troubles have stopped. Together change can be made. CHAIRMAN GOODMAN agreed that the comment was also unacceptable to the Council/Agency. MR. CONTRARAS stated that he came to understand that MEMBER WEEKLY was not failing to act, but that he is only one vote and the situation requires teamwork. There can only be one set of standards and the disparity between older and newer communities must be eliminated. There should be a task force similar to the one created for Meadows Village. He listed the wonderful and high-quality community projects in West Las Vegas that should be used to refute the negativity attached to West Las Vegas. The answer to drug use is treatment, not relocation. There must be education and after-school activities. He urged the elected officials to create one level playing field.

(11:01 – 11:06)

2-718

City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF NOVEMBER 20, 2002
Citizens Participation

MINUTES – Continued:

MEMBER WEEKLY congratulated the Council/Agency on being named the number one place to live and the Latin Chamber of Commerce on the opening of their new, beautiful facility.

(11:06)

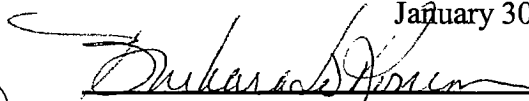
2-861

THE MEETING ADJOURNED AT 11:06 A.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

January 30, 2003


Barbara Jo Ronemus, Secretary