

S.u

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

MINUTES

Meeting of
OCTOBER 1, 2003
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 11:01 A.M.
Adjourned: 11:45 P.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 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"/>
MEMBER JANET MONCRIEF	<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 R. 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: November 19, 2003

ATTEST:

SECRETARY

CHAIRMAN

100 ✓

City of Las Vegas

REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.LasVegasNevada.gov>
WEDNESDAY, OCTOBER 1, 2003
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 SEPTEMBER 3, 2003
- 2. DISCUSSION AND POSSIBLE ACTION REGARDING SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN APARTMENTS, APN 139-34-401-002 - WARD 5 (WEEKLY)
- 3. REPORT REGARDING EDMOND TOWN CENTER, LLC, FROM THEIR REPRESENTATIVE ON THE DEVELOPMENT STATUS OF EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, APN 139-28-503-024 - WARD 5 (WEEKLY)
- 4. DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICES AGREEMENT FOR ECONOMIC DEVELOPMENT PLANNING FOR THE LAS VEGAS ARTS DISTRICT WITH CIVIC VISIONS LIMITED PARTNERSHIP (\$55,000 - PROJECT FUNDS) - WARDS 1 AND 5 (MONCRIEF AND WEEKLY)
- 5. REPORT OF DECLARATIONS OF INTEREST IN PROPERTY LOCATED IN THE EXISTING REDEVELOPMENT AREAS
- 6. JOINT PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION TO AMEND THE CITY OF LAS VEGAS DOWNTOWN DEVELOPMENT PLAN MAP ARTICLE V SECTION 500 (MAP 9) OF THE LAS VEGAS REDEVELOPMENT PLAN TO CONSOLIDATE ALL CATEGORIES, AND TO AMEND ARTICLE IX, DURATION OF THIS PLAN, FROM FORTY (40) YEARS TO FORTY-FIVE (45) YEARS - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY) [NOTE: THIS ITEM IS A COMPANION TO COUNCIL ITEM #64]

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **25th** day of **September, 2003**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **1st day of October, 2003**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.



SIGNATURE

City Clerk

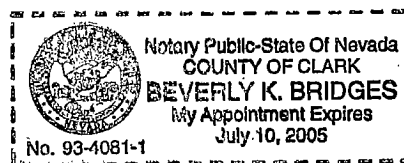
DEPARTMENT

Subscribed and sworn to before me this

20th day of October, 2003



NOTARY PUBLIC in and for said County and State



City of Las Vegas

REDEVELOPMENT AGENCY AGENDA

MEETING OF: OCTOBER 1, 2003

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 CHAIR GOODMAN AT 11:01 A.M.

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

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

(11:01)

2-838

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF SEPTEMBER 3, 2003

MOTION:

REESE – APPROVED by Reference – UNANIMOUS

MINUTES:

There was no discussion.

(11:01)

2-845

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY, ACTING

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN APARTMENTS, APN 139-34-401-002 - WARD 5 (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:

On May 16, 2001, the City of Las Vegas Redevelopment Agency entered into a DDA with L'Octaine Limited Partnership for the sale and development of the parcel located at the southeast corner of Las Vegas Boulevard and Gass Avenue. The developer, L'Octaine Limited Partnership, has requested a second amendment to the DDA to allow an extension of the previous September 15, 2003 close of escrow and start construction by December 8, 2003.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Second Amendment to the DDA
3. Request Letter
4. Disclosure of Principals
5. Locator Map

MOTION:

WEEKLY – APPROVED – UNANIMOUS

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

IAIN VASEY, Acting Director, Office of Business Development
SCOTT BROWN
TODD FARLOW, 240 N. 19th Street

REDEVELOPMENT AGENCY MEETING OF OCTOBER 1, 2003

Business Development

Item 2 - DISCUSSION AND POSSIBLE ACTION REGARDING SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN APARTMENTS, APN 139-34-401-002

MINUTES – Continued:

APPEARANCES:

JUANITA CLARK, Charleston Heights Neighborhood Preservation Committee

BEATRICE TURNER, West Las Vegas resident

TOM MCGOWAN, Las Vegas resident

(11:01 – 11:09)

2-853

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: OCTOBER 1, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION ON AN EXTENSION OF THE CLOSE OF ESCROW FOR THE L'OCTAINE URBAN APARTMENTS TO DECEMBER 8, 2003 (APN #139-34-401-002)

1. On May 16, 2001, the City of Las Vegas Redevelopment Agency entered into a Disposition and Development Agreement (DDA) with L'Octaine Limited Partnership, for the disposition of a vacant parcel of land located at the southeast corner of Las Vegas Boulevard and Gass Avenue, APN 139-34-401-002 (the site). The DDA required L'Octaine Limited Partnership to secure financing within 90 days following the execution of the DDA ("Financing Commitment deadline") and to close escrow through purchase of the site no later than 180 days following the execution of the DDA ("Escrow deadline").

2. On January 22, 2002, L'Octaine Limited Partnership requested an extension of the Escrow deadline to February 28, 2002. In consideration of securing HOME financing from the City on January 30, 2002 the Redevelopment Agency extended the Financing Commitment deadline to February 28, 2002, and the Escrow deadline to March 15, 2002.

3. On February 28, 2002, L'Octaine requested a second extension, in consideration of the difficulty in securing financing commitments due to (in L'Octaine's estimation) the nature of the project, and a regulatory "watch list" on the rental market. The Redevelopment Agency extended the Financing Commitment deadline and the Escrow deadline to June 1, 2002.

4. On May 3, 2002, the City of Las Vegas Redevelopment Agency requested an update regarding the status of the project and L'Octaine's ability to meet the June 1 deadline for securing the financing commitment and closing escrow. On May 24, 2002, L'Octaine requested a third extension to August 30, 2002, citing a delay in obtaining final approval from the State of Nevada Housing Division for commitment of bond financing. L'Octaine indicated in their request that the State TEFRA hearing is scheduled for June 17, 2002, and the Board of Finance hearing is scheduled for August 13, 2002.

5. On June 19, a fourth extension extended the Financing Commitment and Escrow deadline to August 30, 2002, which would enable L'Octaine Limited Partnership to receive final approval of bond financing from the State of Nevada Housing Division and close escrow by August 30, 2002.

6. On September 9, 2002, L'Octaine requested a fifth extension to December 31, 2002, citing lender caution due to a downturn in the rental housing market.

City of Las Vegas

PAGE 2 - L'OCTAINE URBAN APARTMENTS AMENDMENT MEMO 10/1/03

7. On October 16, 2002, a fifth extension extended the Financing and Escrow deadline to December 31, 2002, which would enable the L'Octaine Limited Partnership to receive final approval of bond financing from the State of Nevada Housing Division and close escrow by December 31, 2002.

8. On April 16, 2003, the first amendment to the terms of the DDA allowing the restructuring of the partnership was adopted. The restructuring named J. Scott Brown as general manager, replacing William Newbern and Thomas Hom. A further extension of the close of escrow to September 15, 2003 is also granted. In recognition of this extension, L'Octaine LP deposited with the City, \$50,000 (fifty thousand dollars) additional deposit. The Amendment required L'Octaine Limited Partnership to commence construction within 15 days of the Conveyance Date (by September 30, 2003), and to complete construction within 18 months thereafter.

9. On September 14, 2003 the L'Octaine Limited Partnership requested an extension of the Close of Escrow and construction start date to "the week of December 8, 2003". Close of Escrow and construction must start by December 12, 2003. L'Octaine Limited Partnership will immediately, upon approval of this extension, deposit with the City, \$50,000 (fifty thousand dollars) additional deposit.

10. Failure to close escrow and begin construction by December 8, 2003 will result in the RDA retaining the entire \$150,000 deposited with the City of Las Vegas.

**SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND
L'OCTAINE LIMITED PARTNERSHIP**

THIS SECOND AMENDMENT is made and entered into this 1st day of October, 2003, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") and L'Octaine Limited Partnership, a Nevada limited partnership (the "Developer").

RECITALS

WHEREAS, on May 16, 2001, the Agency and the Developer entered into a Disposition and Development Agreement (the "DDA") for the construction and development of an apartment complex with retail space and parking garage on the Site (the "Project"); and

WHEREAS, due to certain circumstances concerning tax-exempt financing with the State of Nevada Housing Division (the "Division"), obtaining financing for the Project has been delayed and the Agency has granted extensions pursuant to the Developer's request; and

WHEREAS, on April 16, 2003, the Agency and Developer entered into a First Amendment to modify certain terms and revise the Schedule of Performance to the DDA; and

WHEREAS, the Developer has requested an extension of certain deadlines which the Agency agrees subject to the terms of this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Developer agree that the DDA be amended as follows:

1. Article I, Paragraph G shall be amended by adding the following paragraph [§109B] at the end of Section 109:

[§109B] Additional Deposit to Second Amendment. On the date of approval of this Second Amendment by the Agency and in consideration of the extensions of time granted by this Second Amendment, the Developer shall deliver to Agency an additional deposit in the form of cash or cashier's check in the amount of Fifty Thousand and No/100ths Dollars (\$50,000.00) ("Additional Deposit"). Notwithstanding the provisions of Section 109 and 109A, the Developer agrees that if Developer fails to close escrow on the Site on December 8, 2003 (as noted in the Schedule of Performance, No. 12) and fails to commence construction of the Site by December 12, 2003, (Schedule of Performance, No. 15), the Developer shall be in default of the Agreement and hereby waives any rights or remedies to the thirty (30) day written notice and an opportunity to cure as set forth in Section 501. The Agency shall immediately be entitled to terminate the Agreement and retain the Deposit upon providing written notice to the Developer. If Developer closes escrow on the Site and commences construction by December 12, 2003, the One Hundred Thousand and No/100ths Dollars (\$100,000.00) Deposit, as described in Section 109A, shall be subject to the terms and

conditions concerning the Deposit in the Agreement and the Additional Deposit required by this Second Amendment will be returned to the Developer.

3. Revised Schedule of Performance. The Schedule of Performance, Attachment B-1 to the DDA, is deleted and replaced with the Second Revised Schedule of Performance, attached hereto as Attachment B-2 All references to the Schedule of Performance shall be to the Second Revised Schedule of Performance.

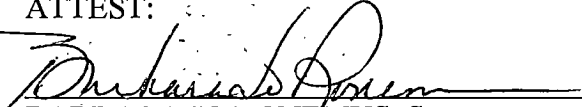
4. No Other Amendments. Except as expressly set forth in this Second Amendment, all provisions of the DDA shall remain in full force and effect.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY


By: 
OSCAR B. GOODMAN, Chairman

"Agency"

ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 9/22/03
Deputy City Attorney Date

L'OCTAINE LIMITED PARTNERSHIP
a Nevada limited partnership

By: L'OCTAINE URBAN HOUSING,
LLC, a Nevada limited liability
company, its General Partner

By: 
J. SCOTT BROWN, Manager

"Developer"

ATTACHMENT B-2

SECOND REVISED
SCHEDULE OF PERFORMANCE

ACTION	DATE
1. <u>Execution and Delivery of Agreement.</u> Developer shall execute and deliver the Agreement to the City of Las Vegas Redevelopment Agency (the "Agency").	Completed
2. <u>Submission – Developer’s Good Faith Deposit.</u> The developer shall deliver To the Agency a Good Faith Deposit.	Completed ¹
3. <u>Execution of Agreement by Agency.</u> The Agency shall hold a public hearing to authorize execution of this Agreement and, if so authorized, shall Execute and deliver this Agreement to the Developer.	Completed
4. <u>Submission – Basic Concept Drawings.</u> The Developer shall prepare and submit to the Agency for review and approval Basic Concept Drawings and related documents containing the overall plan for development of the Site.	Completed
5. <u>Approval – Basic Concept Drawings.</u> The Agency shall approve or disapprove the Developer’s Basic Concept Drawings and related documents.	Completed
6. <u>Opening of Escrow.</u> The Agency shall open an escrow for conveyance of the Site to the Developer	Completed

¹ Upon execution by the Agency of the Second Amendment to the DDA, the Developer shall deposit an additional \$50,000 as noted in the Second Amendment.

ACTION	DATE
7. <u>Approval – Physical Condition of the Site.</u> The Developer shall complete inspection of the Site and approve or disapprove the physical condition thereof.	Completed
8. <u>Submission – Design Development Documents.</u> The Developer shall prepare and submit to the Agency for review and approval design development documents for the Site.	Completed
9. <u>Approval – Design Development Documents.</u> The Agency shall approve or disapprove the Developer's design development documents.	Completed
10. <u>Submission of Developer's Commitment of Financing (the "Commitment").</u> The Developer shall submit to the Agency for review and approval firm and binding commitment of financing from one or more lenders/capital providers of its choice pursuant to section 216.	August 28, 2003
11. <u>Approval of Commitment.</u> The Agency shall approve or disapprove the Commitment.	September 9, 2003
12. <u>Close of Escrow.</u> The Agency shall convey title to the Site to the Developer, and the Developer shall Accept such conveyance.	December 8, 2003
13. <u>Submission – Final Construction Documents.</u> The Developer shall prepare and submit to the Agency for review and approval final construction documents for the Site.	April 10, 2003

ACTION

DATE

14. Governmental Permits. The Developer shall obtain any and all permits required by the City or any other governmental agency, including building permits. December 5, 2003
15. Commencement of Construction. The Developer shall commence Construction of the Development on the Site. December 12, 2003
16. Completion of Construction of Development. The Developer shall complete construction of the Development of the Site as evidenced by a Temporary Certificate of Occupancy. April 15, 2005

JSB Development**1272 Scott Street
San Diego, CA 92106**

September 14, 2003

Iain D. Vasey
Las Vegas Office of Business Development
400 Stewart Avenue
Las Vegas, NV 89101

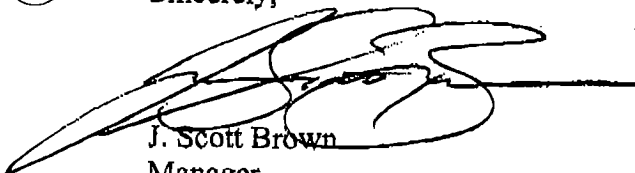
RE: L'Octaine Urban Apartments - Extension of Time

Dear Iain:

This letter will serve as a formal request for an extension of time to complete the financing of the above referenced project. Per our meeting on Thursday, September 11th, the Developer requests an extension to close on the land and be under construction, until the week of December 8, 2003. I have attached another copy of the schedule that I gave to you, the Mayor and to Steve Houchens at that meeting.

For granting this extension the Developer will pay to the City of Las Vegas Redevelopment Agency, a deposit of an additional \$50,000. Said deposit will be non-refundable if the project is not under construction by the week of December 8, 2003. If construction commences on the agreed upon schedule then the deposit is refundable to the developer based on the terms of the previous agreements.

Sincerely,



J. Scott Brown
Manager
L'Octaine Limited Partnership
JSBrowni@cox.net

Attachments

619 795 8531

	Week of														
	Sept 8th	Sept 15th	Sept 22nd	Sept 29th	Oct 6th	Oct 13th	Oct 20th	Oct 27th	Nov 3rd	Nov 10th	Nov 17th	Nov 24th	Dec 1st	Dec 8th	Dec 15th
Investor Scoping Meeting															
Investor Due Diligence Period															
Investment Partnership Agreement															
Lender Preapproval															
Lender Appraisal															
Lender Legal Documents															
Lender Construction Inspection															
Lender Firm Commitment															
Lender Due Diligence															
Nevada Housing Division Submittal															
Nevada Housing Division Board of Finance Meeting															
Nevada Housing Division Board of Finance Approval															
Nevada Housing Division Public Notice															
Leasing on Bonds, Investment and Land															
Construction Start Date															

SEP-15-2003 10:07 AM JSB Development

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	
Name	L'Octaine Limited Partnership P.O. Box 6950 San Diego, CA 92166
Address	(619) 283-5155
Telephone	88-0456937
EIN or DUNS	

Block 2 Description
Subject Matter of Contract/Agreement LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWENTY-SIX (26) OF THE SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Block 3	Type of Business
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Limited Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Other:

**CERTIFICATE OF 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.	See Attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
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: _____.

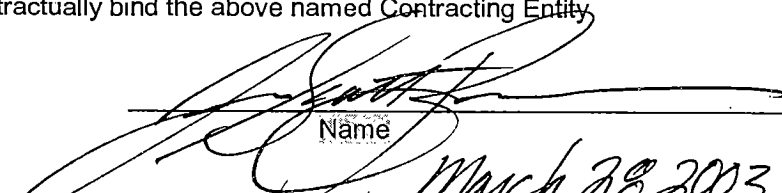
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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: _____

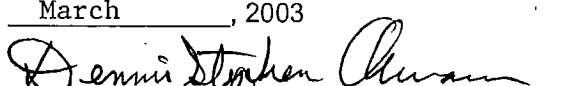
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



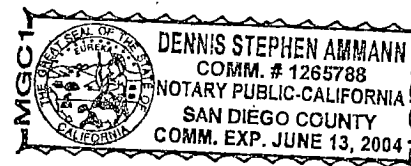
 Name

 Date March 28, 2003

Subscribed and sworn to before me this 28th day of

March, 2003


 Notary Public
 Dennis Stephen Ammann



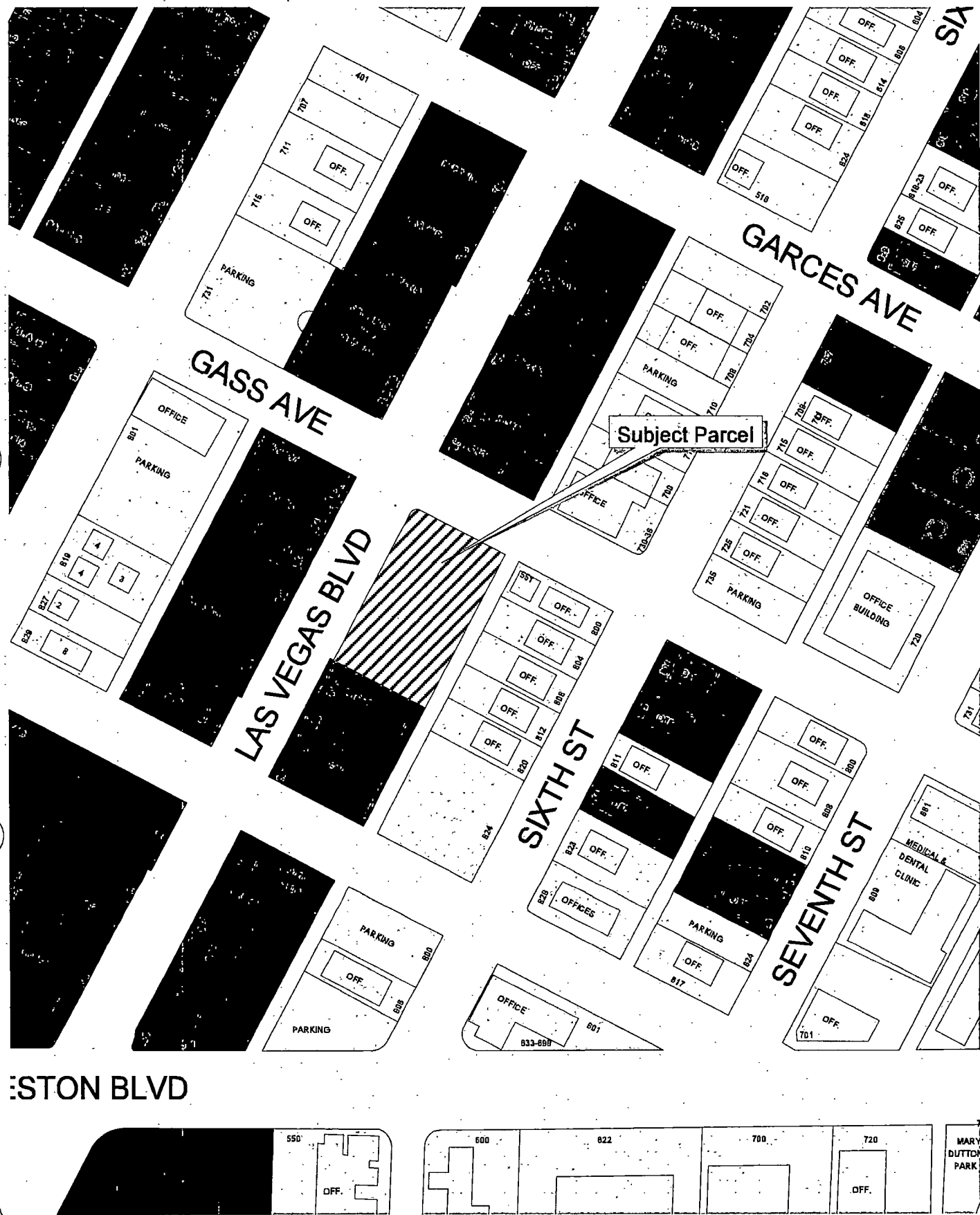
ATTACHMENT
Disclosure of Ownership and Principals

L'Octaine Urban Housing LLC	P.O. Box 6950 San Diego, CA 92166
Company B	1651 Rosecrans Street San Diego, CA 92106-2263
Company B Class A Members	
Chris & Kirsten Cramer Family Trust	777 Armada Terrace San Diego, CA 92106
Cynthia P. Olmstead Exempt Trust	3027 Homer Street San Diego, CA 92106
Carne Family Trust	6086 Wenrich Drive San Diego, CA 92120
Eugene M. Foster & Joan F. Foster Trust	c/o Wheeler Frost Associates, Inc. 1545 Hotel Circle South #280 San Diego, CA 92108
Blackstone Consulting, Inc.	1545 Hotel Circle South, Suite 280 San Diego, CA 92108
Peter F. Virginia L. Seligman	4427 Pescadero Avenue San Diego, CA 92107
Pollard Trust	14415 Crestwood Avenue Poway, CA 92064
Grossmont Medical Clinic, Inc.	4587 54 th Street San Diego, CA 92115
Boatwright Family Trust	701 "B" Street, Suite 2100 San Diego, CA 92101
James S. Brown Revocable Trust	591 Camino de la Reina, Suite 1015 San Diego, CA 92108
Campaige Family, L.P.	4408 30 th Street San Diego, CA 92116
Jessop Family Trust	401 West "C"2 Street San Diego, CA 92101
Lloyd Stuart Kuritsky Trust	649 Torrance Street San Diego, CA 92013
LaCroix Family Trust	2674 Willow Street San Diego, CA 92106
Kenneth Markstein	P.O. Box 6902 San Marcos, CA 92079
Sandalwood Bay, L.P.	4408 30 th Street San Diego, CA 92116
Remarc Holdings, L.P.	1032 Barcelona Drive San Diego, CA 92107

Brown Family Trust	335 Via Andalusia Encinitas, CA 92024
E.T. & D.W. Cramer Family Trust	727 Armada Terrace San Diego, CA 92106
Landis Family Trust	381 Silvergate Avenue San Diego, CA 92106
Olmstead Family Trust	3027 Homer Street San Diego, CA 92106
Robert Charles, LLC	6363 El Cajon Boulevard, Suite 206 San Diego, CA 92115
Bill and Susan Hoehn Family Trust	P.O. Box 789 Rancho Santa Fe, CA 92067
Allen E. Hom	17221 Lido Lane Huntington Beach, CA 92647
JRL, LP	P.O. Box 181887 Coronado, CA 92178
Papier, LP	P.O. Box 181887 Coronado, CA 92178

Company B Class B Members

Sandalwood Bay, L.P.	4408 30 th Street San Diego, CA 92116
Campaige Family, L.P.	4408 30 th Street San Diego, CA 92116



Site Map

REDEVELOPMENT AGENCY
MEETING OF
OCTOBER 1, 2003

Page 1

**COMBINED VERBATIM TRANSCRIPT: ITEM 2 – DISCUSSION AND POSSIBLE ACTION REGARDING
SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF
PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN
APARTMENTS, APN 139-34-401-002**

CHAIRMAN GOODMAN

Item No. 2 is discussion and possible action regarding second amendment to the, extend the close of escrow and revised schedule of performance in the Disposition and Development Agreement for the L'Octaine Urban Apartments at APN 139-34-401-002. This is in Ward 5. Mr. Vasey.

IAIN VASEY, ACTING DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT

Your Honor, back in April 2003, the Redevelopment Agency allowed a restructuring of the L'Octaine deal, which would allow new management structure and also allow the escrow to close by September 15th and raise the total deposit to a hundred thousand dollars. Prior to September 15th, the Agency received a request to extend the close of escrow to the week of December 8 to allow the, to begin construction December 12th, and to allow an additional deposit, require an additional deposit of \$50,000. The developer, managing member Scott Brown, is here to – present his case.

CHAIRMAN GOODMAN

Okay. Mr. Brown. I think that you may be a scapegoat here, in the traditional sense.

SCOTT BROWN

Yes. Mayor and Council members, thank you for – entertaining this request today. We are working very diligently. We submitted, resubmitted the plans to the Building Department for some modifications they requested as well as improving the – project. We are in the process of finalizing our financing. It has taken longer than we anticipated. We will be going to the State for their final approval on the bonds. And we anticipate being fully closed by the 8th and under construction by the 12th of December.

CHAIRMAN GOODMAN

All right. Did you put the \$50,000 deposit up yet?

REDEVELOPMENT AGENCY
MEETING OF
OCTOBER 1, 2003

Page 2

COMBINED VERBATIM TRANSCRIPT: ITEM 2 – DISCUSSION AND POSSIBLE ACTION REGARDING
SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF
PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN
APARTMENTS, APN 139-34-401-002

SCOTT BROWN

No. We will be doing that based on your recommendations today and your approval.

CHAIRMAN GOODMAN

I got you. If – we approve this, then you put up an additional 50,000. Is there a time for that? Would that be immediate?

SCOTT BROWN

We -- will get it within the next week, if that's satisfactory to you. I'll bring it over.

CHAIRMAN GOODMAN

All right. Because this project, I keep on saying it, and I'll say it until it gets completed, this project was one of the first items that I considered back in June; I guess it was June 28th of 1999, my first Council meeting. And I thought it was a great project, and it's been delayed and delayed and delayed. And other people have expressed interest in improving that property over there, and – it's been very tempting for us to do that, but I know you have a lot of time and effort into this. But, if in fact you fail to perform, you're gonna be forfeiting to the City \$150,000; you understand that?

SCOTT BROWN

I understand that, Your Honor.

CHAIRMAN GOODMAN

All right. Fine.

SCOTT BROWN

And I appreciate your patience. It, it'll be a very good project when we get it opened and done.

REDEVELOPMENT AGENCY
MEETING OF
OCTOBER 1, 2003

Page 3

COMBINED VERBATIM TRANSCRIPT: ITEM 2 – DISCUSSION AND POSSIBLE ACTION REGARDING
SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF
PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN
APARTMENTS, APN 139-34-401-002

CHAIRMAN GOODMAN

That's the reason that we've been patient so far.

SCOTT BROWN

I – know.

CHAIRMAN GOODMAN

Okay. I think Mr. Farlow wants to be heard.

TODD FARLOW

Yes. Thank you very much. Todd Farlow, 240 N. 19th Street. I really wanna see this done. I love the elevations, and he said that they changed the – plans. Are the – elevations gonna be the same on this?

SCOTT BROWN

I'm sorry. The elevations will be the same. It's the interior and the layout that'll change.

TODD FARLOW

Okay. Whatever it takes to get this done. I mean, if they can't put up the additional money, I think we ought to waive it until, for, what, what's December 8th, I mean, forget about it. We wanna see the project done. The heck with, you know, the – bond and that. Forget that. Let's get the thing built. Thank you.

CHAIRMAN GOODMAN

Okay.

JUANITA CLARK

I was afraid he was gonna pass the hat. Juanita Clark, Charleston Neighborhood Preservation. We're here, as we were in 1999, to talk about the name. We believe in tradition, and we believe in history. And

REDEVELOPMENT AGENCY
MEETING OF
OCTOBER 1, 2003

Page 4

**COMBINED VERBATIM TRANSCRIPT: ITEM 2 – DISCUSSION AND POSSIBLE ACTION REGARDING
SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF
PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN
APARTMENTS, APN 139-34-401-002**

Octavious Gass, and I did not bring the long dissertation about this gentleman, what he meant to make this the City of Las Vegas, the very beginnings of it. So, we're here just to address the, our disappointment to see this French termination for petroleum to – be still the name of the place. But, we just wanna protest that and feel that – it is a – belittling extremely to – our historical person, Octavious V. Gass. Thank you.

CHAIRMAN GOODMAN

Thank you.

BEATRICE TURNER

Beatrice Turner, West Las Vegas. You know, a hundred and fifty thousand dollars ain't no money from the time they done had the property 'til now. So, you know, and if we grant extensions for certain people, other people gonna come to the plate and they gonna want extensions. So, if they can't get this project up and going, you all need to find the next available that's waiting in line to get this going, 'cause we in the business of making money, not giving it away.

CHAIRMAN GOODMAN

I didn't hear the last remark, so it'll be stricken.

MEMBER REESE

What'd she say?

CHAIRMAN GOODMAN

I don't know, but they're stricken.

BEATRICE TURNER

Ain't nobody giving no money (inaudible)

REDEVELOPMENT AGENCY
MEETING OF
OCTOBER 1, 2003

Page 5

**COMBINED VERBATIM TRANSCRIPT: ITEM 2 – DISCUSSION AND POSSIBLE ACTION REGARDING
SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF
PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN
APARTMENTS, APN 139-34-401-002**

TOM McGOWAN

Tom McGowan, Las Vegas resident. The previous speaker's last remark was, "We in the business of making money, not giving it away," and I concur with that on the – evidence.

I concur with Mr. Farlow, in his opinion that the developer, or the applicant, appears to be sincerely interested and should be given all due consideration, all reasonable consideration to complete the project without being unduly burdened with all kinds of payments, bonds, and so forth, because the end result is what we're looking for.

And very importantly, I didn't hear the applicant or the developer say what changes were made in the interior design and whether or not that improves or decreases the quality of living inside of those apartments. That's very important, and it could be a key decisive factor.

Finally, I would like somebody on the City Council, if anybody heard it clearly, to reiterate for my benefit the fourth line of the speed reading that was achieved by City Attorney and typically is in any of these meetings to where the public cannot possibly absorb and assimilate what's being said. Why read it at all onto the public record in that case? And I commend the City Attorney for his capabilities in speed reading. Perhaps one of these days he'll be a news anchor. They're the only ones that read faster than that. Thank you.

CHAIRMAN GOODMAN

All right. Councilman Weekly.

MEMBER WEEKLY

Yes, Your Honor. I appreciate the comments here today and appreciate the work that the Office of Business Development have done to work with this applicant. You know, I think we all are really wanting this project to happen. I was very excited about it when it first came on and definitely had to learn patience. I kinda had given up on it a while ago. But, you know, I'm hoping that, you know, it's gonna happen. And you're right, December is not going to hurt us. We're in October right now, and, I

REDEVELOPMENT AGENCY
MEETING OF
OCTOBER 1, 2003

Page 6

COMBINED VERBATIM TRANSCRIPT: ITEM 2 – DISCUSSION AND POSSIBLE ACTION REGARDING
SECOND AMENDMENT TO EXTEND THE CLOSE OF ESCROW AND REVISE SCHEDULE OF
PERFORMANCE IN THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE L'OCTAINE URBAN
APARTMENTS, APN 139-34-401-002

guess, Mr. Vasey and I talked about this and, I guess, December is gonna be our last straw. Either we're gonna do it, or we're not gonna do it.

So, with that, Your Honor, **I move for approval.**

CHAIRMAN GOODMAN

All right. Thank you. Let's vote, please. Post, please. Motion carries. **(Motion carried unanimously.)**

Thank you.

(END OF DISCUSSION)

/gpb;ac;dd

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

REPORT REGARDING EDMOND TOWN CENTER, LLC, FROM THEIR REPRESENTATIVE ON THE DEVELOPMENT STATUS OF EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, APN 139-28-503-024 - WARD 5 (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 the Second Amendment to the Disposition and Development Agreement between the Redevelopment Agency and Nucleus Investments, Inc./Edmond Town Center, LLC, the Redevelopment Agency is scheduling a Progress Report to be recurring on a monthly basis until completion of the construction. A representative of Edmond Town Center, LLC will provide an update on the progress of the development.

RECOMMENDATION:

Report only; no action required

BACKUP DOCUMENTATION:

1. Disclosure of Principals
2. Locator Map

MOTION:

None required. A report was given.

MINUTES:

IAIN VASEY, Acting Director, Office of Business Development, indicated that one of the requirements of restructuring the agreements with the developer was that monthly status reports be given to the Council. On 9/8/2003 the developer closed on the bonds for \$5.8 million. The next deadline is 10/3/2003, when the developer must submit financial documents.

JOHN EDMOND reported that cleanup of the property, which was very dilapidated, had started. He noted that he has put together a document of terms in the amount of \$15.5 million for the renovations to the Vons property and the construction on Parcel B.

REDEVELOPMENT AGENCY MEETING OF OCTOBER 1, 2003

Business Development

Item 3 – REPORT REGARDING EDMOND TOWN CENTER, LLC, FROM THEIR REPRESENTATIVE ON THE DEVELOPMENT STATUS OF EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, APN 139-28-503-024

MINUTES – Continued:

COUNCILMAN WEEKLY questioned MR. EDMOND'S authority over the Vons supermarket. MR. EDMOND responded that he is the property manager and a managing member. He spoke with the manager of the Vons about bringing the Vons to acceptable standards. However, the manager indicated that he received direction from the head office not to spend any money or do any repairs on the property. MR. EDMOND has made contact with the parent company, Safeway, because there are other grocers interested in taking Vons' place. COUNCILMAN WEEKLY rejoined that he is concerned about the manager of Vons, CHARLIE, who is a very good corporate citizen and gives a lot to the West Las Vegas community. But if the store is going to remain in its current condition, then it definitely should be shut down. His primary concern is the lack of lighting in the parking lot. He visited the Vons on Decatur and it was very well lit. Certain individuals have expressed interest in opening a store at Lake Mead and Martin Luther King, but that would kill the business of the Vons. MR. EDMOND responded that the Vons just does not want to invest any money in the store. As a person who has invested so much money in this business venture, he wants the cooperation of all the tenants because he wants to succeed in the community and provide services to the surrounding community. Some of these issues may have to be addressed directly with CHARLIE.

COUNCILMAN WEEKLY advised MR. EDMOND that the bottom line is that he is very concerned with this Vons. Yet, even though he has been under a lot of scrutiny for entering into this agreement, he wants to do business with him and hopes that he can come through. He has already expressed his concerns about the condition of the Vons to MAGIC JOHNSON and KEN LOMBARD. MR. EDMOND assured COUNCILMAN WEEKLY that he is addressing some of the problems, and he wants to provide the same type of services under the same conditions as in any other neighborhood in the City.

STEWART DAVIDSON, Grubb & Ellis, 3800 Howard Hughes Parkway, indicated that Grubb & Ellis was selected as the exclusive local listing agent for the Edmond Town Center and has the ability to market the property to national and local tenants and brokers. He then gave an account of the leasing commitments for the project to date, as well as an account of the companies with which Grubb & Ellis is in the letter-of-intent/discussion stage. He opined that a lot of work remains to be done, but on the positive track. MR. EDMOND added that he truly believes this will be a successful venture.

There was no further discussion.

(11:09 – 11:23)

2-1130

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

Block 1	Contracting Entity
Edmond Town Center, LLC	
Name c/o Nucleus Investments, Inc.	
Address 2810 W. Charleston, Suite 78H Las Vegas, NV 89102	
Telephone (702) 646-0220	
EIN or DUNS Pending	

Block 2	Description
Subject Matter of Contract/Agreement:	
Transfer of Westland Plaza (Parcel A) (APN 139-28-503-014, -015, and -016)	
Transfer of Parcel B (APN 139-28-503-024)	
Assignment of Disposition and Development Agreement dated April 10, 2001	
RFP: #:	

Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation	

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.	Nucleus Investments, Inc.	2810 W. Charleston, Suite 78H Las Vegas, NV 89102	(702) 646-0220
2.	WSA Westland Associates, LLC	100 Ring Road West Garden City, NY 11530	(516) 248-4920
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

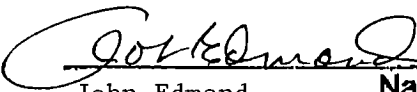
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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: Not applicable
 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.



John Edmond

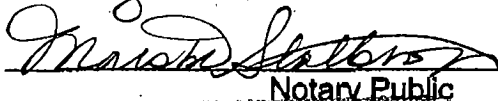
Name

August ¹¹ 8, 2003

Date

Subscribed and sworn to before me this 11th
 day of

August ~~2001~~ 2003



Notary Public

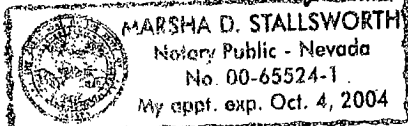


EXHIBIT 1
DISCLOSURE OF PRINCIPALS ADDENDUM
WSA WESTLAND ASSOCIATES, LLC

Full Name/Title	Business Address	Business Telephone
Achenbaum Family Partnership, LP	C/o WSA Management, Ltd. 100 Ring Rd. West Garden City, NY 11530	(516)248-4920
The 2002 Michael Achenbaum Grantor Trust	C/o WSA Management, Ltd. 100 Ring Rd. West Garden City, NY 11530	(516)248-4920
Arik Kislin	1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Rina Chernaya Trust Lubov Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Diana Chernaya Trust Lubov Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Elina Chernaya Trust Anna Tupikova Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Stephanie Chernaya Trust Anna Tupikova Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100

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

Block 1	Contracting Entity
Edmond Town Center, LLC	
Name	c/o Nucleus Investments, Inc.
Address	2810 W. Charleston, Suite 78H Las Vegas, NV 89102
Telephone	(702) 646-0220
EIN or DUNS	Pending

Block 2	Description
Subject Matter of Contract/Agreement:	
Transfer of Westland Plaza (Parcel A) (APN 139-28-503-014, -015, and -016)	
Transfer of Parcel B (APN 139-28-503-024)	
Assignment of Disposition and Development Agreement dated April 10, 2001	
RFP #:	

Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation	

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.	Nucleus Investments, Inc.	2810 W. Charleston, Suite 78H Las Vegas, NV 89102	(702) 646-0220
2.	WSA Westland Associates, LLC	100 Ring Road West Garden City, NY 11530	(516) 248-4920
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

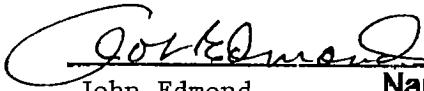
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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: Not applicable
 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.



John Edmond

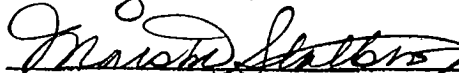
Name

August ¹¹ 8, 2003

Date

Subscribed and sworn to before me this 11th
 day of

August ~~2001~~ 2003



Notary Public

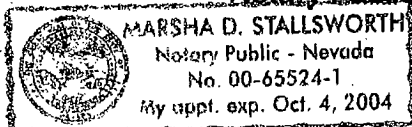
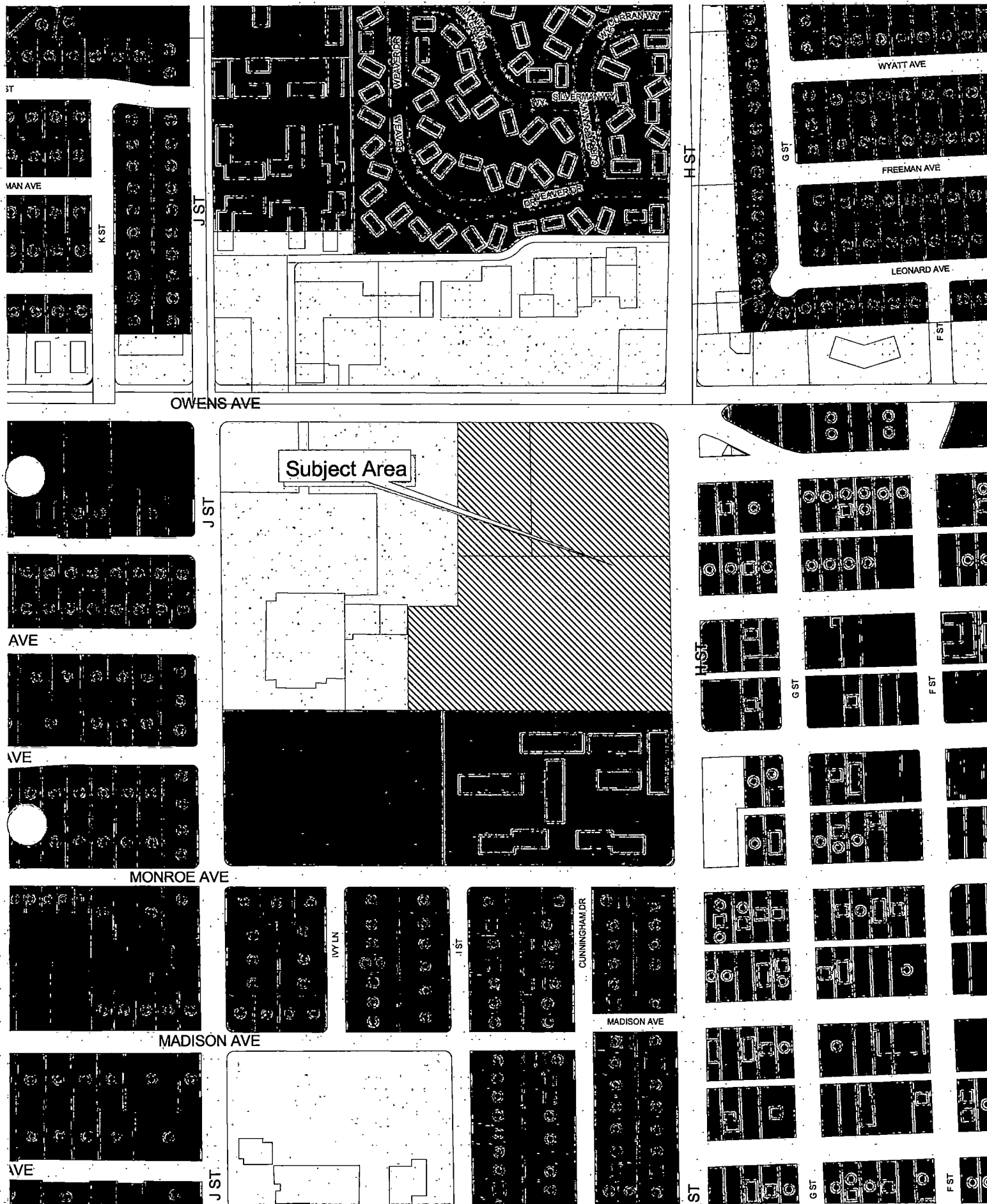


EXHIBIT 1
DISCLOSURE OF PRINCIPALS ADDENDUM
WSA WESTLAND ASSOCIATES, LLC

Full Name/Title	Business Address	Business Telephone
Achenbaum Family Partnership, LP	C/o WSA Management, Ltd. 100 Ring Rd. West Garden City, NY 11530	(516)248-4920
The 2002 Michael Achenbaum Grantor Trust	C/o WSA Management, Ltd. 100 Ring Rd. West Garden City, NY 11530	(516)248-4920
Arik Kislin	1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Rina Chernaya Trust Lubov Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Diana Chernaya Trust Lubov Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Elina Chernaya Trust Anna Tupikova Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100
1996 Stephanie Chernaya Trust Anna Tupikova Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22 nd Floor New York, NY 10018	(212)730-0100



Site Map

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICES AGREEMENT FOR ECONOMIC DEVELOPMENT PLANNING FOR THE LAS VEGAS ARTS DISTRICT WITH CIVIC VISIONS LIMITED PARTNERSHIP (\$55,000 - PROJECT FUNDS) - WARDS 1 AND 5 (MONCRIEF AND WEEKLY)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$55,000
<input checked="" type="checkbox"/>	Budget Funds Available	Dept./Division: REDEVELOPMENT AGENCY
<input type="checkbox"/>	Augmentation Required	Funding Source: PROJECT FUNDS

PURPOSE/BACKGROUND:

On August 6, 2003, RDA Board reallocated \$85,000 to support two projects requested by Las Vegas Arts District Neighborhood Association. One project is to engage Civic Visions, LP of Philadelphia for \$55,000 to perform detailed economic development planning to identify strategies to expedite implementation of the district by accessing federal and local incentives. Goals are to bring national attention to attract galleries, artists and artisans, loft housing and retail development.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Las Vegas Arts District Boundary, as adopted within Downtown Centennial Plan
2. Professional Services Agreement
3. Disclosure of Principals

MOTION:

GOODMAN – STRIKE - UNANIMOUS

MINUTES:

IAIN VASEY, Acting Director, Office of Business Development, requested this matter be stricken.

There was no further discussion.

(11:23)

2-1612



Las Vegas Arts District, as adopted within
Las Vegas Downtown Centennial Plan

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, public entity duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter the "Agency") and CIVIC VISIONS, LIMITED PARTNERSHIP, the sole general partner of which is CIVIC VISIONS, LIMITED LIABILITY CORPORATION, whose principal office is located at 2029 Walnut Street, Philadelphia, Pennsylvania 19103 (hereinafter the "Consultant").

RECITALS

WHEREAS, the Agency has been working in concert with the recognized and established Las Vegas Arts District Neighborhood Association (hereinafter "Association") and other City of Las Vegas departments and staff members; and

WHEREAS, the City of Las Vegas has recently adopted a particular planning area, certain land use recommendations, and general urban design standards for the Las Vegas Arts District (hereinafter "LVAD") as a new chapter of the City of Las Vegas Downtown Centennial Plan (hereinafter the "Plan"), as adopted July 5, 2000, and amended thereafter; and

WHEREAS, the City of Las Vegas Redevelopment Plan is the City's General Plan for the core districts of the Redevelopment Area as hereinafter described; and

WHEREAS, the Association formally requested certain financial assistance from the Agency to help it implement the Project; and

WHEREAS, the Agency did reallocate certain funds within the fiscal year 2003 – 2004 Agency budget to help implement the Project; and

WHEREAS, the Consultant and the Association understand and accept that the Agency will only provide those monies necessary to execute the actual Scope of Services outlined herein ("Phase 1"), and that funds for future phases of the Consultant's services will be provided by the Association or individual property owners within the LVAD; and

WHEREAS, the Agency is desirous of retaining professional services for development and implementation of the Project; and

WHEREAS, the Consultant represents that it possesses the requisite specialized knowledge, skill and experience necessary to provide the services set forth below.

NOW THEREFORE, in consideration of the covenants and promises and of the mutual promises hereinafter contained, it is mutually agreed as follows:

SECTION ONE. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

"Agreement" means this document and the Attachments at the end of this Agreement, if any, that shall by reference be incorporated herein to this Agreement.

"Agency" means the City of Las Vegas Redevelopment Agency, its Board of Directors and its staff, as established under Nevada Revised Statutes Chapter 279 in 1986, and amended thereafter.

"Association" means the Las Vegas Arts District Neighborhood Association, an official neighborhood association recognized by the City of Las Vegas Department of Neighborhood Services, whose primary place of business is care of Jack Solomon, President, S 2 Art Center, One East Charleston, Las Vegas, Nevada 89101.

"Council" means the City of Las Vegas City Council.

"Consultant" means the firm of Civic Visions, Limited Partnership, of 2029 Walnut Street, Philadelphia, Pennsylvania 19103; whose principals are Susan Nigra Snyder and George E. Thomas, Ph.D., and their sub-consultants named herein.

"Deliverables" are the written documents or completed Project Tasks identified herein that Consultant is required to produce or complete in connection with different Project Tasks including, without limitation, drawings, technical specifications and documentation, estimates, reports, and other items, whether in the form of writing, figures, delineations or electronic data prepared in connection with this Agreement.

"LVAD" means the Las Vegas Arts District as established by the City of Las Vegas Downtown Centennial Plan, as adopted on July 5, 2000, and amended thereafter, and environs surrounding the Las Vegas Arts District that may be deemed suitable for incorporation within the District at some later time by the Council.

"Non-allowable Expenses" means personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilitation (unless included in the price of hotel accommodations), movies in a hotel and other non-business related costs as specified in the City's Travel Policy, as amended from time to time.

"Project" means the analysis of the economic development opportunities within the LVAD, and the proposal of certain economic development incentives that will assist the LVAD to prosper rapidly. The Project will include the execution of the Scope of Services, execution of the Outline of Tasks, and production of the Deliverables within the Schedule of Performance.

"Reimbursable Costs" means the actual out-of-pocket expenses incurred by Consultant in connection with the services performed herein and includes only the following, to wit: airfare (economy class), baggage handling, hotel accommodations (single room rate), auto rental (based upon the lowest automobile classification appropriate for the size of the group requiring use of the vehicle), meals (Thirty-Five Dollars (\$35) per diem per person), parking and ground transportation and toll fees. All items of Reimbursable Costs shall be in compliance with the City's Travel Policy, as amended from time to time. The City's Travel Policy shall take precedence over any conflicting terms between this Agreement and

the Travel Policy. In no case shall Reimbursable Costs exceed \$5000.

SECTION TWO. CONSULTANT PERCEPTION OF CURRENT SCENARIO FOR REDEVELOPMENT OF THE LAS VEGAS ARTS DISTRICT

The Consultant has conducted preliminary research and analysis for the redevelopment of the LVAD. Attached hereto as Attachment 1 is the Consultant's perception and background of the current scenario for redeveloping LVAD.

SECTION THREE. SCOPE OF SERVICES

Consultant agrees to provide its technical knowledge, skill and expertise to perform the Scope of Services described herein. Consultant agrees to complete performance of the Project Tasks and Deliverables as described in Section 4 in accordance with the Schedule of Performance in Section 6. During the term of this Agreement, Consultant represents that it will maintain the ability to perform the services described therein within the time periods set forth herein. Consultant shall provide project management, including planning, staffing and coordination as part of the services to be provided herein.

Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by Consultant, its subcontractors and consultants and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Consultant shall follow practices consistent with generally accepted professional and technical standards in the redevelopment, urban planning and economic development industries.

It shall be the duty of the Consultant to assure that its work product is technically sound within the generally accepted standards of the redevelopment, urban planning and economic development industries. Consultant shall without additional compensation, correct or revise any errors or material not in conformance with the requirements of this Agreement identified by the Agency in Consultant's designs, specifications, reports and other services for ninety (90) days following Agency's acceptance of each Deliverable as defined herein. The Agency's review, approval, acceptance or payment for any of Consultant's services herein shall not be construed to operate as a waiver of any rights under this Agreement.

Consultant agrees that the Project Manager and other employees will cooperate with the Agency in the performance of services under this Agreement and will be available for consultation with the Agency at such reasonable times with advance notice as to not conflict with their other responsibilities. Both parties agree that Susan Nigra Snyder will be the Project Manager, and as such will be the day-to-day primary point of contact for the Agency.

The Consultant will provide consulting services to assist the City of Las Vegas, its Planning and Development and Economic Development Departments, as well as local community groups in the development of a Strategic Vision for a hip and cool lifestyle/arts district zone as a place that will enhance the city, encourage the development of downtown living and provide the structure to unlock available financial benefits.

The Consultant will use research and a broad understanding of the cultural forces of modern time to help shape community and institutional place-brand-identity as a means of creating value in urban

places by providing the strategic vision to transform under-performing properties into economic assets that contribute to the quality of life.

The Consultant will develop strategies for economic development in the LVAD. The City of Las Vegas has identified the neighborhood on either side of Charleston Avenue west of Las Vegas Boulevard as the best place for an arts district. A strategic vision to be developed by Consultant is necessary to be a catalyst for economic development while at the same time ensuring that the LVAD character prevails.

SECTION FOUR. OUTLINE OF PROJECT TASKS AND DELIVERABLES

Herein is an outline of Project Tasks and Deliverables for be performed by the Consultant:

A. Linking the Strategic Vision to the LVAD:

- Conduct on-site meetings correlating community desires, municipal goals and planning objectives with proven ingredients of similar districts to create a LVAD that meets the needs of 3 core audiences: a.) local artists/residents, b.) potential new residents of an aestheticized district, and c.) national/global tourists.
- Survey and map the existing urban fabric (buildings and available land) according to suitability for general types of uses: building footprints and locations.
- Survey and map the proposed LVAD to determine the core buildings that are especially important in contributing to the physical expression of the place.
- Correlate proposed / desired LVAD uses with the general use and core buildings survey to build on the strengths of the existing urban fabric that incorporates a mixture of commercial and industrial buildings that are rare in the City of Las Vegas.

B. Financial Enhancements Possible Particular to the LVAD Uses:

- Work with Don Meginley of Preservation Initiatives, Inc., prepare an analysis of the LVAD for its potential to use Federal Historic Tax Credits and New Market Tax Credits and coordinate boundaries of Arts, Historic and New Market districts.
- Work from the above survey, map potential historic district(s) to ensure that significant buildings are included within LVAD. The inventory will make it possible to establish with a high-degree of specificity the physical dimensions of the LVAD. This would make individual contributing properties eligible for 20% investment tax credits. If appropriate, potential historic districts will be recommended as an end product of the Strategic Vision. (The use of these credits and required conformance is elective and does not impose any limitations.)
- Prepare an overview of appropriate local incentives to reduce risk for developers and encourage investment. This would include TIFs (Tax Increment Financing), matching façade grants, loan guarantees, New Market Tax credits and the like, which might be coordinated or linked to the larger program goals to ensure that the overall mix of amenities is achieved.

C. Development Strategies:

- Develop a conceptual place-brand identity overview that can guide the development of the properties. The LVAD must be transformed through new uses, renovation and the addition of new development to create a recognizable goal that will add value to the properties. This conceptual overview is developed from the above surveys.
- Illustrate specific recommendations to keep an edge of the underlying authentic fabric that first led the arts community to discover the value of the area. Too much regulation and control runs

the risk of making it bland like mall development.

- Develop an overview of potential uses and locations that may become development nodes with urban retail consultant Margaret McCauley of Downtown Works of Kravco.
- Produce images, narrative text and other graphics to convey the possibilities of the LVAD to the community and to potential developers and investors.
- Prepare outline pro-forma to demonstrate effectiveness of economic incentives.
- Develop a timeline and procedure overview (noting required applications) for subsequent packages to develop the work outlined in Phase 1 that will guide the LVAD in realizing its goals.
- Correlate work with opportunities for public and outside funding sources, grants, etc.
- Work with city, planning, economic development, and community groups, to assist in shaping public / private partnerships that aim at producing LVAD for the year 2005, the City of Las Vegas Centennial, and year 2007, the opening of the monorail.

SECTION FIVE. CONSULTANTS WORK PLAN AND SUB-CONSULTANTS

The Consultant proposes the following work plan and Sub-Consultants to work with the Consultants:

The Consultant's principals shall be Susan Nigra Snyder (Project Manager) and George E. Thomas, PhD, who work with communities and institutions to develop place brand identity through historical and cultural research. In addition, the Consultant will be joined by Sub-Consultant Don Meginley of Preservation Initiatives, Inc., who specializes in economic development strategies, and Sub-Consultant Margaret McCauley, Director of Downtown Works, of Kravco. Eugenie Birch, Chair of University of Pennsylvania's City and Regional Planning Program, and who has specialized in the analysis of downtown residential districts, will also be a Sub-Consultant. Together and separately, the Consultant and Sub-Consultants have worked on creation of historic districts, development of specific properties and economic packages in similar urban areas. The team will be available for onsite work in Las Vegas and will confer with the funding agencies for goals, schedule, channels of communication, restrictions and deliverables.

Provided prior approval has been given by the Agency, Consultant may retain other various Sub-Contractors, other than the three Sub-Consultants named above, to assist in the performance of the Project Tasks and Deliverables as set forth herein. The compensation to be paid to a retained subcontractor shall be the responsibility of Consultant and shall not entitle the payment of any additional compensation under this Agreement. The Sub-Contractors performance of the Project Tasks shall be subject to the same right of review and approval by the Agency as set forth in Section Ten. Each subcontractor retained by Consultant shall maintain the requisite insurance, pursuant to Section 22 and Workman's Compensation Insurance, pursuant to Section 23.

SECTION SIX. SCHEDULE OF PERFORMANCE

The Consultant proposes the following Schedule of Performance, with the schedule commencing upon the full execution of the Agreement by both parties:

Week 1: On site work in Las Vegas, site analysis, inventory, research, photographic documentation, district boundary evaluation, community meetings as needed, consultation with planning, economic development and city offices.

Weeks 2 - -4: Analysis of district, financial incentives, preparation of deliverables

Week 5: Presentation of findings and community discussion

Weeks 6-8: Preparation of development strategies; presentation to community

SECTION SEVEN. CONSULTANT ASSUMPTIONS FOR POSSIBLE PUBLIC SEGMENT PARTICIPATION IN FORMATION OF THE LAS VEGAS ARTS DISTRICT

The Consultant promulgates that for public/private partnership projects of the type proposed, there are generally several opportunities to financially enhance the package to make success much more likely. A description of the opportunities are set forth in Attachment 2, "Financial Opportunities," attached hereto.

SECTION EIGHT. TERM OF AGREEMENT

This Agreement shall commence as of the date this Agreement is approved by the Agency until completion of the Project Tasks and Deliverables, unless sooner terminated in the event Consultant completes the services required before the Expiration Date or this Agreement is terminated pursuant to Article 15. The parties may agree to extend the term of this Agreement to complete the Project Tasks and Deliverables if it has been demonstrated to the satisfaction of the Agency that Consultant has substantially and satisfactorily completed the Deliverables and Project Tasks.

SECTION NINE. CHANGES IN SCOPE OF SERVICES

The Agency may at any time request in writing the performance of Project Tasks and Deliverables which are in addition to those set forth herein. If such change causes an increase or decrease in Consultant's level of effort or time required for performance under this Agreement, an equitable adjustment shall be made in the compensation due Consultant and this Agreement shall be modified in writing accordingly. Substantial and material changes to the Agreement shall be done by written amendment to this Agreement.

SECTION TEN. INSPECTION OF SERVICES AND ACCEPTANCE

A. Agency's Right of Inspection. The Agency reserves the right to inspect each and every part of the services provided by Consultant under this Agreement, as it may see fit.

B. Acceptance. Consultant and Agency shall mutually develop an "Acceptance" for each Deliverable and Project Tasks.

C. Unsatisfactory Performance. If Consultant shall not have performed the Project Tasks and Deliverables in a timely manner, or in a manner acceptable to the Agency, Consultant will be notified in writing that its performance is unsatisfactory and in breach of this Agreement. Consultant agrees to remedy its unsatisfactory performance within five (5) calendar days of receipt of notice thereof, or to commence such a remedy and to complete it within a reasonable time (not to exceed 15 calendar days). Failure to remedy the breach as provided herein shall entitle the Agency to terminate this Agreement for

cause pursuant to Section 15. The Agency shall not be obligated to make any inspections, and the failure to make such an inspection shall not relieve Consultant of its responsibility for performing the services in accordance with the terms of this Agreement.

SECTION ELEVEN. COMPENSATION

A. Compensation. For the services provided under this Agreement, the Agency agrees to compensate Consultant upon the basis of the completion of certain services as more specifically set forth herein, in the total sum of \$50,000 for professional services, and up to but not to exceed \$5,000 in reimbursable expenses. Consultant agrees that all costs for the services, including costs of optional services, shall not be increased for the duration of this Agreement.

B. Invoice. Consultant shall submit a monthly invoice for payment of the services rendered wherein certain Deliverables and Project Tasks are completed. At a minimum, the invoice shall specify the date of the invoice, Consultant invoice number, invoice total, year-to-date invoice/payment history, and the total amount due as of the invoice date.

C. Reimbursable Costs. In addition to the Compensation set forth in subsection A above, the Agency agrees to reimburse Consultant for its Reimbursable Costs incurred each month in the performance of this Agreement. Consultant shall submit a monthly invoice for any Reimbursable Costs incurred for the previous calendar month. In no case shall reimbursable costs exceed \$5,000 total. The Agency shall have forty five (45) days from receipt to verify and pay the monthly invoice. With the exception of meals that are given a per diem amount, for each request for reimbursement of Reimbursable Costs, Consultant shall submit receipts in support thereof as part of the monthly invoice.

D. Certification. Each invoice shall be signed and certified by the Consultant in the following manner: "I certify under penalty of perjury that the above invoice is just and correct, and that payment has not been received."

SECTION TWELVE. PAYMENT OF TAXES

All payments provided for under this Agreement are exclusive of all state, local, and other taxes or other charges (other than income or franchise taxes payable by Consultant) directly applicable to the licensing, installation, support, or use of the Project. Consultant acknowledges that Agency is a tax-exempt governmental entity and not subject to taxes. Agency agrees to submit to Consultant upon request a certification of the Agency of Las Vegas' tax exempt status as a local governmental entity upon execution of this Agreement.

SECTION THIRTEEN. INTENTIONALLY DELETED

SECTION FOURTEEN. DEFAULT

A. The occurrence of any of the following events shall be a default by Consultant hereunder (hereinafter called "Events of Default"):

1. If Consultant shall default in the due observance and performance of any term, condition or covenant contained herein;

2. If Consultant shall (i) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of Consultant for all or a substantial portion of its assets; (ii) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to inability to pay its debts as they become due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law; or (v) if action shall be taken by Consultant for the purpose of effecting any of the foregoing;

3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of Consultant and shall continue unvacated and in effect for a period of thirty (30) calendar days; or

4. If Consultant should, in the judgment of the Agency, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the Project Tasks and Deliverables and Schedule of Performance.

SECTION FIFTEEN. TERMINATION

A. Termination for Cause.

1. If any such Event of Default continues for ten (10) working days after written notice to Consultant and Consultant fails to cure within the ten (10) day period, Agency may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, finish the work by such means as the Agency may see fit, deduct from any balance due Consultant the reasonable and necessary cost of finishing the work. If the Agency cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for this Project, and in the event the cost of finishing Consultant's work exceeds the balance due Consultant, Consultant will reimburse the Agency an amount not to exceed the amount paid to Consultant by the Agency; however, in no event will the amount exceed the total amount under Compensation, Section 11, of this Agreement; or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of Consultant except for the reasonable value for all work and services performed prior to the date of termination. The costs and expenses of completing the work of Consultant shall be computed and audited by the Agency's designated representative. The audit shall be made in accordance with generally accepted accounting principles and Consultant shall pay all costs of such audit.

2. It is expressly agreed that the Agency reserves the right to offset any and all claims made by Consultant for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the Agency might have against Consultant for failure to comply with any of the terms and conditions of this Agreement.

B. Termination Without Cause. The Agency or Consultant may terminate this Agreement without cause by providing thirty (30) days written notice to terminate. If the termination is for the convenience of the Agency, Consultant shall submit a final invoice within thirty (30) days of termination. The Agency shall pay Consultant costs incurred up to the effective date of termination. Consultant shall

deliver or otherwise make available to the Agency all deliverables up to the date of termination.

C. Additional Rights. The right of termination by the Agency provided for under this Article is in addition to, and not in lieu of, any other rights and remedies provided by law or under other sections of this Agreement.

SECTION SIXTEEN. CONFLICT OF INTEREST

Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Agency relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial interest does exist, the Agency may immediately terminate this Agreement as provided in Section 15.

SECTION SEVENTEEN. CONSULTANT IS AN INDEPENDENT CONTRACTOR

In the performance of the services required hereunder, Consultant is acting as an independent contractor and not as the agent of Agency. Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by Consultant shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Consultant shall perform in accordance with its own methods subject to compliance with this Agreement.

SECTION EIGHTEEN. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and addressed to the Agency or Consultant as follows:

AGENCY:

Redevelopment Officer
Las Vegas Redevelopment Agency
400 E. Stewart Avenue, 2nd Floor Annex
Las Vegas, Nevada 89101
(702) 229-6551
(702) 385-3128 (Fax)

CONSULTANT:

Civic Visions LP
2029 Walnut Street
Philadelphia, PA 19103
215.563.1555
215.563.1772 fax

SECTION NINETEEN. OWNERSHIP AND ACCEPTANCE OF DELIVERABLES

A. The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Consultant during the performance of services for which it has been compensated shall become the property of the Agency and shall be delivered to the Agency's representative upon completion or termination of this Agreement, whichever occurs first.

B. All Deliverables prepared by Consultant shall be reviewed and accepted by the Agency as to compliance with the requirements of this Agreement. The Agency's acceptance of a Deliverable shall be determined by satisfactory completion or performance of the Deliverables.

C. The Agency's review and tentative acceptance of a Deliverable shall be solely for the purpose of determining compliance with requirements hereof and not for format or style or for the incorporation of additional ideas and functionality. Tentative acceptance shall be granted if the Deliverable conforms in all material respects to the descriptions set forth in Section 4 and 6 of this Agreement. In the event of the rejection of a Deliverable, the Agency shall identify in reasonable detail, with specific references to the requirements of this Agreement, all deficiencies which require corrective actions or changes to be made by Consultant in order to make the Deliverable conform to the requirements of this Agreement.

SECTION TWENTY. RIGHTS IN TECHNICAL DATA

A. Documents and Materials Prepared. All documents and materials prepared by Consultant specifically pursuant to this Agreement including, but not limited to reports, surveys, maps or other work product shall remain property of Consultant. However, the Agency may have full access to them with no restriction or limitation on their use.

B. Right to Duplicate Technical Data. The Agency shall have a limited right to use, duplicate, or modify the technical data and the information conveyed for its own internal use.

SECTION TWENTY-ONE. INDEMNIFICATION

Consultant shall protect, indemnify and hold the Agency, the City of Las Vegas, their officers, employees and agents, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Agency, the City of Las Vegas, their officers, employees or agents, may suffer, or which may be sought against, recovered from or obtainable against the Agency, the City of Las Vegas, their officers, employees or agents, as a result of, by reason of, arising out of, on account of, or in consequence of, the operations of Consultant, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this Agreement. Any money due Consultant under and by virtue of this Agreement which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection.

In this connection, it is expressly agreed that Consultant shall, at its own expense, defend the Agency, the City of Las Vegas, their officers, employees and agents against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, by reason of, arising out of, on account of, or in consequence of, any act or omission against which Consultant has indemnified the

Agency. If Consultant shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to Consultant, including attorney's fees and court costs.

Consultant guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

SECTION TWENTY-TWO. LIABILITY INSURANCE

A. Type and Amount of Insurance. For the term of this Agreement or longer if specified herein, Consultant at its sole cost and expense shall obtain and maintain the following coverages of insurance:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the Agency within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

2. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by Consultant (owned or hired) in the performance of the services under this Agreement.

3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, Consultant shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, Consultant's indemnification obligation provided under Section XIX. The Agency, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

B. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, Consultant shall have on file with the Agency current certificates of insurance evidencing the coverages required herein. Insurance certificates for the Agency should contain the information shown on the sample Certificate of Insurance (Accord Form 25S) and the Additional Insured Endorsement (Form CG-20-26) as provided by the Agency.

Consultant shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the Agency may

declare Consultant in default of its obligation under this Section.

Except for the Professional Liability Insurance, the Agency shall be named as an additional insured party under the coverages required under this section.

C. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Consultant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Agency. The Agency requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

D. Lapse of Insurance. If Consultant fails to maintain any of the insurance coverages required under this Section, then the Agency will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. Consultant is responsible for any expenses paid by the Agency to maintain or purchase the insurance required under this Section and the Agency may collect the same from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

E. Primary Coverage. Consultant's insurance shall be the primary coverage with respect to the Agency, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the Agency, its officers, employees and volunteers shall be considered coverage in excess to that required of Consultant and shall not contribute with it.

F. Notice of Cancellation. Each insurance policy supplied by Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the Agency. This notice requirement does not waive the insurance requirements contained herein.

SECTION TWENTY-THREE. WORKMAN'S COMPENSATION INSURANCE

If required by NRS Chapters 616B and 617, Consultant agrees, as precondition to the performance of any work under this Agreement, to secure and maintain in full force and effect, during the term of this contract, Workman's Compensation Insurance. Consultant further agrees to provide the Agency with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with the Nevada Revised Statute 616B.627, 617.210.

If Consultant does not maintain coverage throughout the entire term of this Agreement, Consultant agrees that Agency may, at any time the coverage is not maintained by Consultant, order Consultant to stop work, assess liquidated damages as defined herein, suspend the Agreement, or terminate the Agreement. For each six month period this Agreement is in effect, Consultant agrees prior to the expiration of the six month period, to provide another written request to SIIS for the provisions of a certificate and notice of lapse in or nonpayment of coverage. If Consultant does not make the request or does not provide the certificate before the expiration of the six month period, Consultant agrees that Agency may order Consultant to stop work, suspend the Agreement or terminate the Agreement.

SECTION TWENTY-FOUR. WARRANTY

Consultant warrants that all services shall be in accordance with this Agreement and shall comply with the standard of performance for a period of ninety (90) days from the date of final acceptance of the services ("Acceptance Date"). In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach at Consultant's sole expense. These actions shall be carried out in the most expeditious manner as permitted by existing circumstances. If Consultant does not promptly take steps to correct the breach upon notification thereof by the Agency, the Agency, without waiving any other rights or remedies it may have at law, may take steps to correct the breach. Consultant shall promptly reimburse the Agency for all expenses and costs incurred in connection therewith.

SECTION TWENTY-FIVE. RECORD RETENTION AND INSPECTION

Consultant agrees that the Agency or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records and proprietary data created or maintained by Consultant for this Agreement. These records and data must be kept and maintained by Consultant for a period of five years after expiration or termination of this Agreement unless written permission for the Agency is obtained to dispose of material prior to this time.

At any time during the term of this Agreement, or at any time within three years after the expiration or termination of this Agreement, the Agency or an authorized representative may conduct an audit of Consultant regarding the services provided to the Agency and if such audit finds the Agency's dollar liability for such services is to be less than payments made by the Agency to Consultant then Consultant agrees that the difference shall be either: (1) repaid immediately by Consultant to the Agency by cash payment or (2) at the Agency's option, credited against any future payments to Consultant.

SECTION TWENTY-SIX. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title or interest in or to the same, or any part thereof, without prior written consent of the Agency which consent will not be unreasonably withheld.

SECTION TWENTY-SEVEN. ADVERTISEMENTS AND MARKETING

Consultant and the Agency shall mutually agree upon all advertisement, press releases, brochures, signage, newsletters, promotional publicity and other marketing materials concerning the Project or related area. Communication produced or distributed by Consultant or Agency shall convey a consistent message of cooperation to the public.

SECTION TWENTY-EIGHT. FORCE MAJEURE AND EXCUSABLE DELAYS

A. Event of Force Majeure. Neither party will be deemed to be in breach of this License Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes or labor disputes or shortages of materials, which are beyond the control of Consultant, boycotts, embargoes, acts of God, acts of the public enemy, acts of governmental authority,

unusual weather conditions, floods, riots, rebellion or sabotage, such causes or events sometimes being hereinafter referred to as "Events of Force Majeure." In the event of a failure to perform or delay in the performance due to any of the foregoing causes, then the time of completion of performance will be extended by a time period reasonably necessary to overcome the effect of such delay.

B. Notice Requirement. Each party shall give the other party prompt notice of the occurrence of any Event of Force Majeure that may cause delay hereunder, and the date of performance by any party that gives such notice shall be extended for a period not exceeding the period of delay caused by the Event of Force Majeure so identified.

C. Postponement of Project. If requested by written notice received from Agency after either party is given notice of Event of Force Majeure, Consultant shall postpone shipment of the System for such period (not exceeding sixty (60) days in the aggregate) as Agency may request by written notice to Consultant. In the event of any such postponement, all dates of performance by Consultant under this Agreement shall be extended for a corresponding period.

D. Limitation on Period of Force Majeure. Unless the performance by either party of its obligations under this Agreement is delayed by the occurrence of an Event of Force Majeure for a period of more than sixty (60) days (and such nonperformance is excused under the foregoing provisions), no Event of Force Majeure shall be an excuse for permanent nonperformance but shall be an excuse only for delays in performance and only to the extent that such delays are directly attributable to such cause. Should any Event of Force Majeure delay performance in any material respect for a period of more than sixty (60) days, either party shall have the option to rescind this Agreement upon notice to the other party.

E. Exculpation. Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

SECTION TWENTY-NINE. MISCELLANEOUS

A. Waiver. Any waiver of a breach of this Agreement by a party, whether express or implied, shall not constitute a waiver of any other or subsequent breach.

B. Attorney Fees. In the event of any litigation in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation subject to the fiscal funding out clause.

C. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising thereunder shall be construed according to the laws of the State of Nevada and Consultant shall comply with all such laws. Any cause of action arising out of or related to this Agreement may only be brought in the Eighth Judicial District Court of Clark County, State of Nevada.

D. Affirmative Action. Consultant agrees not to discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts and assignments under this Agreement shall contain this provision.

E. Meaning of Article and Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

F. Employees of Consultant. The Agency may reasonably request that Consultant remove any of its employees or employees of a subcontractor from the performance of any Project Tasks under this Agreement.

G. Licensure. Consultant agrees to procure any and all licenses, including a Agency of Las Vegas business license, necessary to provide the services under this Agreement.

H. Severability. In the event any section, subsection, paragraph, sentence, clause, or phase contained in this Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall not affect any other section, subsection, paragraph, sentence, clause, or phase of this Agreement. This Agreement shall remain in full force and effect as if the section, subsection, paragraph, sentence, clause or phase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, was not originally contained in this Agreement.

I. Effective Date. The effective date of this Agreement shall be the date that the Agency Council approves the execution hereof, and such date shall be inserted in the first paragraph of this Agreement.

J. Entire Agreement. This Agreement and any exhibits or documents incorporated herein by reference, constitutes the complete and entire agreement between the parties and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

...
...
...
...
...
...
...
...

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date shown below, but effective on the date first herein above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, President

"AGENCY"

ATTEST:

○

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pinicello 9/23/03
Date

CIVIC VISIONS, LIMITED PARTNERSHIP
By Civic Visions, LLC,
general partner of Civic Visions, L.P.

By: _____
Susan Nigra Snyder, member

By: _____
George E. Thomas, PhD, member

"CONSULTANT"

ATTACHMENT 1
CONSULTANT'S PERCEPTION OF CURRENT SCENARIO
FOR REDEVELOPMENT OF LAS VEGAS ARTS DISTRICT

The Consultant promulgates the following current scenario for the redevelopment of the Las Vegas Arts District. The City of Las Vegas is part of one of the great tourist draws in the world with approximately 38 million visitors arriving annually. Most of this tourist activity is centered to the south of the City of Las Vegas along the "Strip" in Clark County. In the past 40 years, the City itself has been transformed from the core of the resort experience to the backstage place of government and regional services. At the same time, the rapid growth of the region has brought a vast population into the county.

Presently, the Strip casinos and the red-tile roofed family suburbs meet social and entertainment needs for most of the populace but the region lacks entertainment and housing for the 20/30-something group that is the backbone of urban growth. Consultant's research suggests that as the Las Vegas region grows, new residents will bring with them the desire for such an urban area from their past lives. The Las Vegas metropolitan area does not offer this important urban lifestyle in large measure because it has not had a district that focuses on the arts and culture, a lack that is now being rectified with the creation of an arts district. To create a hip and cool lifestyle zone within the existing urban fabric of the city proper, it will be necessary to add density and an affluent population. This will complement the concept of a live/work art community by providing the population that can support the restaurants, coffee shops, retail, and galleries that will make possible an urban lifestyle.

It is the Consultant's goal to assist the community and the City in the effective shaping of the LVAD so that it will become an engine of development for the downtown. The Consultant's research and experience demonstrate that 20/30-something lifestyles (what Richard Florida calls "the Creative Class") are typically urban-centered. This group is typically post-college, pre-marriage--an affluent demographic with time to focus on developing a lifestyle that revolves around culture, entertainment, recreation and leisure. Their social and private space intersect in places that provide a rich array of activities and experiences that serve a generation whose ever-changing needs and interests are shaped by contemporary media. They are the "urban tribe" generation portrayed in contemporary media such as Bridget Jones' Diary, and television programs such as Friends, Sex in the City, Seinfeld, Will & Grace, etc. Demographic research demonstrates that the lifestyle also appeals to that part of the boomer generation known as "BoBos" (David Brooks) who seek an urban lifestyle focused on culture and leisure apart from the family atmosphere of the suburbs where they raised families. For more than a generation, the strongest characteristic of these groups has been their preference for an aestheticized lifestyle whether New York's SoHo or its continuing spin offs that now span the nation.

ATTACHMENT 2 FINANCIAL OPPORTUNITIES

1. The first and easiest way to obtain a direct subsidy through federal tax credits would be having a national register historic district that then makes available a 20% tax credit to the project buildings, based upon the amount of rehabilitation on the structures.
2. Next in ease of options would be some level of grants on a matching basis for the renovation of the facades of the properties, enhancing the entire street. This process would call for the local government to agree to match some dollar amount invested by the developer to improve facades. These matches are typically based on a 50/50 basis. On a typical two to three story building this façade work could approximate up to \$150,000 depending on frontage involved. The city in this case would invest \$75,000 of such improvements, usually after the improvements are complete and having pre-approved the work in advance.
3. The local government could also assist these projects by offering some level of loan guarantees on debt of the project, or building. Typically this is done in the form of a loan guarantee on the top 20% of the total loan. This provides significant help in bringing banks to the table. This is often seen as a non-financial assistance since most of the projects underwritten in this manner have been examined to assure the likelihood of success. However, even though there is no cash involved, this assistance can be one of the strongest methods of helping get projects off the drawing boards and on the street.
4. Tax Increment Financing is another easy manner for the city to work with developers. TIF Districts could be established and significant early money can be infused into the area through the sale of bonds secured by the future revenue stream provided from the TIF. Typically this amount can approach about 20% of the total project costs.
5. New Market Tax Credits. This is a very involved process, but well worth the effort for the potential rewards. NMTC legislation provides a 39% federal tax credit over a 7-year term. Examples of local governments benefiting from this program in the first round of funding include Phoenix, (\$170 Million), and Norfolk, VA, (\$15 Million). Las Vegas could create a Community Development Entity and apply for significant levels of tax credits through this program.
6. In other states that have a gaming industry, there is usually a board which has access to sizable funds generated by the industry to improve the local community through building housing or other projects.
7. Façade Easement. There are several different opportunities to obtain large tax deductions (not credits) for open space easements, height restrictions and historic facades. The percentage of the deduction usually is about 10% of the total appraised value of a given building or parcel of land.
8. Corporate participation. There are often opportunities for corporations to obtain state tax credits when they pair up with non-profits that are rebuilding local communities. Typically, the corporation becomes a funding partner to a non-profit in the amount of up to \$100,000 per year for a five year period, and they are able to get a State tax credit for all or a large portion of the investment.
9. Local Initiative. Local governments can assist the redevelopment of "blighted" areas in several ways, including direct subsidy for improvement infrastructure, parking facilities, lighting, and landscaping.

**Exhibit to Professional Services Agreement
by and between LAS VEGAS REDEVELOPMENT AGENCY and
CIVIC VISIONS, LIMITED PARTNERSHIP, the sole general partner of which is
CIVIC VISIONS, LIMITED LIABILITY CORPORATION**

DISCLOSURE OF PRINCIPALS

The principals and partners of CIVIC VISIONS, LIMITED PARTNERSHIP, the sole general partner of which is CIVIC VISIONS, LIMITED LIABILITY CORPORATION (HEREINAFTER COLLECTIVELY "CIVIC VISIONS"), and all persons and entities holding more than a One Percent (1%) interest in CIVIC VISIONS or any principal of CIVIC VISIONS are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Susan Nigra Snyder	2029 Walnut Street, Philadelphia, Pennsylvania 19103	(215) 563-1555
2. George E. Thomas	2029 Walnut Street, Philadelphia, Pennsylvania 19103	(215) 563-1555

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

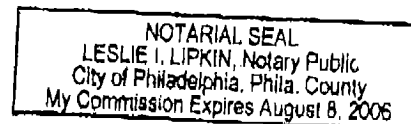
CIVIC VISIONS, LIMITED PARTNERSHIP
By CivicVisions LLC, general partner of CivicVisions LP

By: Susan Nigra Snyder
Susan Nigra Snyder, member

By: George E. Thomas, PhD
George E. Thomas, PhD, member

Subscribed and sworn to before me this
23rd day of September, 2003.

Leslie I. Lipkin
Notary Public



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

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:

CITY CLERK RONEMUS went over the information under the Purpose/Background section above. She noted that this item along with 10/1/2003 City Council Item 6 satisfy the state law requirement.

MAYOR GOODMAN stated that his financial disclosure form reflects a 20% interest in property located on the west corner of Casino Center and Bonneville. However, he has sold that interest but has not received payment for it.

There was no further discussion.

(11:23 – 11:24)

2-1638

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: OCTOBER 1, 2003

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 Larry Brown
Councilwoman Lynette Boggs McDonald
Councilman Lawrence Weekly
Councilman Michael Mack
Councilwoman Janet Moncrief
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
Christopher Knight, Director, Administrative Services
David Riggleman, 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:

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

CCDC:

Perry Rogers
Kevin Orrock
Jack Sommer
Steven Swisher
Steve Kalb
George Kunz
Ken Templeton
Gary Vause

ATTACHMENT B**CITY COUNCIL & REDEVELOPMENT AGENCY**

Meeting of October 1, 2003

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
Larry Brown	Councilman	None
Lynette Boggs McDonald	Councilwoman	None
Lawrence Weekly	Councilman	1929 Rose Coral Ave.
Michael Mack	Councilman	None
Janet Moncrief	Councilwoman	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
Christopher Knight	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
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
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
Perry Rogers	CCDC	None
Kevin Orrock	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
Loretta Arrington	Liaison, 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)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JIM MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

DATE: July 17, 2003
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)**

DO

DO NOT

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

If you do hold a financial interest, please specify below (attach additional sheets if needed):

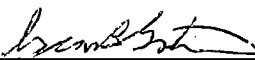
Location of Property:

SW corner of Casino Center + Bonneville

Description of Interest:

20% interest which has been sold, but I have not yet received payment.

2003
AUG 26 PM 4:11
RECEIVED
CITY CLERK

 8/20/03
Signature (Required) (Date)

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 2003 form





MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY



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

68112-012-6/03

DATE: July 17, 2003
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>L.V. Councilman Ward #3</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 you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2341 EBJO BONANZO Rd.
89101

Description of Interest:

Lease space for my
Barba Shop

2003 JUL 21 A 8:25

RECEIVED
CITY CLERK

<u>Gary Reese</u>	<u>7-21-2003</u>
Signature (Required)	(Date)

common/forms/redevelopment area disclosure 2003 form





MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY



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

68112-012-6/03

DATE: July 17, 2003
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>Sharon Segerblom</u>
Title:	<u>Director, Neighborhood Services</u>
Department:	<u>Neighborhood Services</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 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

2003 AUG - 11 PM 12: 03

RECEIVED
CITY CLERK

<u>Sharon Segerblom</u>	<u>7/30/03</u>
Signature (Required)	(Date)

common/forms/redevelopment area disclosure 2003 form





MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY



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

68112-012-6/03

RECEIVED
CITY CLERK

DATE: July 17, 2003

2003 JUL 29 P 2:07

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>ROBERT S. GENZER</u>
Title:	<u>DIRECTOR</u>
Department:	<u>PLANNING & DEVELOPMENT</u>

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

IDO (INDIRECT)

IDO NOT

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

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

601-607 S. 4TH ST. & 406-410 BONNEVILLE AV.

Description of Interest:

I HAVE A "INDIRECT" INTEREST IN SAID PROPERTY
WHICH IS OWNED JOINTLY BY MY WIFE AND
MOTHER-IN-LAW.

<u></u>	<u>7/29/03</u>
Signature (Required)	(Date)

common/forms/redevelopment area disclosure 2003 form





MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY



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

68112-012-6/03

RECEIVED
CITY CLERK

DATE: July 17, 2003 2003 JUL 31 P 1:13
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: MATT PINJUV
Title: SENIOR PLANNER
Department: PLANNING & 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".

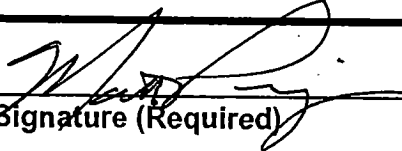
If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

129 N. 8TH STREET - SOUTHEAST CORNER OF
8TH STREET AND OLDEN AVENUE

Description of Interest:

MY FATHER HAS A 1/7 INTEREST IN THIS PROPERTY
AND I AM LISTED AS THE PRIMARY
TRUSTEE ON HIS TRUST


Signature (Required)

7/31/03
(Date)

common/forms/redevelopment area disclosure 2003 form





MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

RECEIVED
CITY CLERK

2003 JUL 24 P 4: 54

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

68112-012-6/03

DATE: July 17, 2003
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: Richard W. Truesdell
Title: Chairman, Las Vegas Planning Commission
Department: Planning Commission

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 you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

1.) 2200 S. Paradise & 2233 Las Vegas Blvd. South

Retail Center and Motel Property

2.) NE Corner of 3rd Street & Colorado Vacant lot

Description of Interest:

1.) I have a limited interest in Chetak Development and
Fun City LLC approx. 30%

2.) Owned by Cornerstone Company which my wife and myself are the
sole shareholders (See next page)

Signature (Required)

July 23, 2003

(Date)

common/forms/redevelopment area disclosure 2003 form

Description of Interest cont'd:

- 3.) My offices at 201 Las Vegas Blvd. South which are leased from Earl Morimoto
- 4.) Cornerstone Company has a Management Agreement to manage the property at 201 Las Vegas Blvd. South. The Agreement is with Earl Morimoto

RECEIVED
CITY CLERK

2003 JUL 25 A 11: 35



MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

DATE: July 17, 2003

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:

GEORGE KUNZ

Title:

CCDC BOARD MEMBER

Department:

ORD

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 you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

S.W. CORNER OF SHELTON & EASTERN
(McDonald's FRANCHISE)

Description of Interest:

OWNER / OPERATOR OF FRANCHISE.
NO FINANCIAL INTEREST IN BUILDING
OR PROPERTY

Signature (Required)

George Kunz

(Date)

7-31-03

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89103

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

common/forms/redevelopment area disclosure 2003 form



MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY



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

68112-012-6/03

DATE: July 17, 2003
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:	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*)

IDO

IDO NOT

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

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2200 Las Vegas Blvd. South: Aztec Inn Casino

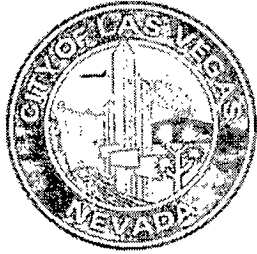
Description of Interest:

Partner

RECEIVED
CITY CLERK
2003 JUL 24 PM 2:10

	7/22/03
Signature (Required)	(Date)

common/forms/redevelopment area disclosure 2003 form



MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

DATE: July 17, 2003
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: David L. Washington
Title: Fire Chief
Department: Las Vegas Fire & Rescue

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 you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

626 So. 9th Street
Las Vegas, Nevada
89101

Description of Interest:

Chairman of the Board of New
Ventures CDC

David L. Washington
Signature (Required)

8/18/03
(Date)

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89103

VOICE 702.229.5011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68117 018-6/03

common/forms/redevelopment area disclosure 2003 form

2003 AUG 20 A 11:06
RECEIVED
CITY CLERK

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

SUBJECT:

JOINT PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION TO AMEND THE CITY OF LAS VEGAS DOWNTOWN DEVELOPMENT PLAN MAP ARTICLE V SECTION 500 (MAP 9) OF THE LAS VEGAS REDEVELOPMENT PLAN TO CONSOLIDATE ALL CATEGORIES, AND TO AMEND ARTICLE IX, DURATION OF THIS PLAN, FROM FORTY (40) YEARS TO FORTY-FIVE (45) YEARS - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY) [NOTE: THIS ITEM IS A COMPANION TO COUNCIL ITEM #64]

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:

Amend the city of Las Vegas Downtown Development Plan Map Article V Section 500 (Map 9) of the Las Vegas Redevelopment Plan to consolidate all categories, and to amend Article IX, Duration of this Plan, from 40 years to 45 years.

RECOMMENDATION:

Staff recommends APPROVAL and that staff be directed to prepare an ordinance.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Agenda Summary Page (Item #1) of August 20, 2003 Redevelopment Agency Meeting
3. Public hearing notice mailed to property owners and published 9-19-03
4. Correspondence from property owner Willa May Ottey received 9-01-03
5. Correspondence from property owner Vernice Holley received 9-15-03
6. Response letter to The Skancke Company 9-16-03
7. Radius Map
8. Existing Downtown Development Plan Color Map 9
9. Proposed Downtown Redevelopment Plan Map (Version 8)
Submitted after Final Agenda: Proposed Downtown Development Plan Map (Version 9)

MOTION:

REESE -- APPROVED as recommended -- UNANIMOUS

REDEVELOPMENT AGENCY MEETING OF OCTOBER 1, 2003

Planning & Development

Item 6 - JOINT PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION TO AMEND THE CITY OF LAS VEGAS DOWNTOWN DEVELOPMENT PLAN MAP ARTICLE V SECTION 500 (MAP 9) OF THE LAS VEGAS REDEVELOPMENT PLAN TO CONSOLIDATE ALL CATEGORIES, AND TO AMEND ARTICLE IX, DURATION OF THIS PLAN, FROM FORTY (40) YEARS TO FORTY-FIVE (45) YEARS

MOTION – Continued:

NOTE: COUNCILMAN MACK disclosed that although a SuperPawn, with which he is affiliated and is owned by his brother, STEVEN MACK, and Lady Luck Casino, with whom his brother-in-law, ANDREW DONNER, has a contract, are located in the redevelopment area, he would be voting, as neither would be affected by the proposed changes. Additionally, his brother and brother-in-law have not discussed or inquired about the proposed changes.

MINUTES:

MAYOR GOODMAN declared the joint Public Hearing with Council open.

MARGO WHEELER, Deputy Director, Planning & Development, commented that the joint public hearing is required under NRS 279.608 in order to make modifications to the Redevelopment Plan, which was adopted in 1986. The map adopted in 1992 was adopted as both the Redevelopment and General Plan for the downtown redevelopment area and extending beyond the identified downtown Centennial Plan area. The map has over 30 land-use designations, which has proven rather difficult to implement. Therefore, the proposed change is to consolidate these land-use categories into what is Version No. 9 of the map. This will adopt new land-use categories for both the Redevelopment Plan and the General Plan.

The two primary issues are that the public designations are only for land that is held by a public agency and is anticipated to remain held by a public agency. The mixed-use category allows residential and commercial, and the intention is to make sure that existing zoning is compatible with the proposed General Plan or Redevelopment Plan.

MR. WHEELER requested approval as recommended, noting that the required public hearings and public meetings have been held. Also, there are no projects, no acquisitions, no new programs, and no condemnation, and no action is being requested of the Council or the Agency. The only changes are to consolidate the land-use and redevelopment plan map and to change the plan from 40 to 45 years.

AL GALLEG0, citizen of Las Vegas, indicated that any discussions about redevelopment scare the people in his neighborhood. He noted that all the public meetings were held in English; hence, Spanish-speaking people could not ask any questions. He requested that he be removed from the redevelopment area. In his opinion, landowners in the redevelopment area are just sitting on their property and not taking care of it until they can sell it at a good price. If his neighborhood is not removed from the redevelopment area, he would like it designated a historic district so that it can be protected.

REDEVELOPMENT AGENCY MEETING OF OCTOBER 1, 2003

Planning & Development

Item 6 - JOINT PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION TO AMEND THE CITY OF LAS VEGAS DOWNTOWN DEVELOPMENT PLAN MAP ARTICLE V SECTION 500 (MAP 9) OF THE LAS VEGAS REDEVELOPMENT PLAN TO CONSOLIDATE ALL CATEGORIES, AND TO AMEND ARTICLE IX, DURATION OF THIS PLAN, FROM FORTY (40) YEARS TO FORTY-FIVE (45) YEARS

MINUTES - Continued:

TODD FARLOW, 240 N. 19th Street, concurred with MR. GALLEGO'S comments. What scares people the most is the recent court decision regarding the Pappas property, which the Redevelopment Agency took using eminent domain and sold it to a developer. He wants to put money into his home, but he is afraid that it will be taken away. MAYOR GOODMAN indicated that the people have no reason to be alarmed with this Council. It consistently has taken the position that it will not engage in eminent domain.

MAYOR GOODMAN declared the joint Public Hearing with Council closed.

There was no further discussion.

NOTE: 10/1/2003 City Council companion Item 64 contains duplicate minutes.

(11:24 - 11:33)

2-1700

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: OCTOBER 1, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: AMEND DOWNTOWN DEVELOPMENT PLAN MAP ARTICLE
V SECTION 500 AND AMEND DURATION OF PLAN**

**** CONDITIONS ****

Staff recommends APPROVAL. Direct staff to prepare an ordinance making amendments as proposed:

1. Amend the city of Las Vegas Downtown Development Plan Map Article V Section 500 (Map 9) of the Las Vegas Redevelopment Plan to consolidate all categories.
2. Amend Article IX, Duration of this Plan, from 40 years to 45 years.

**** STAFF REPORT ****

BACKGROUND DATA

- 03/05/86 The City Council and Redevelopment Agency adopted the Redevelopment Plan.
- 02/03/88 The City Council and Redevelopment Agency approved amendments to the Redevelopment Plan, including Map 9.
- 04/01/92 The City Council and Redevelopment Agency approved amendments to the Redevelopment Plan.
- 10/02/96 The City Council and Redevelopment Agency voted on amendments to the Redevelopment Plan.
- 6/15/03 A public meeting was held following a mailing to all property owners, to explain the proposed General Plan Land Use changes.
- 07/24/03 The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #12) of the General Plan changes.
- 8/20/03 The Redevelopment Agency held the first required public hearing. The Agency recommended the plan and referred it to the Planning Commission for review and recommendation.
- 9/11/03 The Planning Commission voted 6-0 to recommend APPROVAL of the amendments to the Redevelopment Plan (Item 44).
- 10/01/03 The City Council shall hold a public hearing on the proposed General Plan Amendment in the afternoon session.

ANALYSIS

Two changes are proposed to the Redevelopment Plan of the city of Las Vegas. The first is to make substantial changes to "Map 9 City of Las Vegas Downtown Plan" adopted by the City Council April 1992. This map serves as both the redevelopment plan of the downtown area adopted by the city of Las Vegas Redevelopment Agency and as the General Plan map for the city adopted by the City Council.

The 39 separate sub-areas of the 1992 map are proposed to be converted to four new land use categories allowing a broad spectrum of development options. During the public hearing process, staff has worked with property owners to ensure the highest level of compatibility with existing uses while ensuring that City and Agency long-term goals for development are met.

Staff Report Page Two
October 1, 2003 Redevelopment Agency Meeting

Additionally, the second amendment to the Redevelopment Plan that is proposed at this time is to amend Article IX to read:

The provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for ~~forty (40)~~ forty-five (45) years from the date of adoption of this Plan by the City Council.

The original plan adoption was March 5, 1986 (Ordinance 3218). Therefore, by this action the plan will extend to 2031.

All procedures of NRS 279.608 have been followed in this process to amend the Redevelopment Plan. It is important to note that no new property is being added to the plan area, nor is any property being deleted as a result of the modifications proposed to the map.

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: AUGUST 20, 2003

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT S. GENZER

SUBJECT:

PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION TO AMEND THE CITY OF LAS VEGAS DOWNTOWN DEVELOPMENT PLAN MAP ARTICLE V SECTION 500 (MAP 9) OF THE LAS VEGAS REDEVELOPMENT PLAN TO CONSOLIDATE ALL CATEGORIES, AND TO AMEND ARTICLE IX, DURATION OF THIS PLAN, FROM FORTY (40) YEARS TO FORTY-FIVE (45) YEARS - WARDS 1, 3 AND 5 (MONCRIEF, 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:

Amend the city of Las Vegas Downtown Development Plan Map Article V Section 500 (Map 9) of the Las Vegas Redevelopment Plan to consolidate all categories and to make certain changes including from Industrial to Commercial and from Industrial to Mixed Use for properties bounded by Charleston Boulevard to the north, Third Street to the east, Commerce Street to the west and Colorado Avenue to the south, and to amend Article IX to change the duration of the Plan from 40 to 45 years.

RECOMMENDATION:

Staff recommends that the Agency recommend APPROVAL and send the proposal to the Planning Commission for its report and recommendation, which will then be forwarded to the Legislative Body.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map

MOTION:

REESE – APPROVED as recommended – UNANIMOUS with MACK and L.B. McDONALD excused

MINUTES:

MEMBER GOODMAN declared the Public Hearing open.

CITY OF LAS VEGAS
Office of the City Clerk
400 Stewart Avenue, 1st Floor
Las Vegas, Nevada 89101

DATE: September 16, 2003

TO: LAS VEGAS REVIEW JOURNAL AND LAS VEGAS SUN

FROM: OFFICE OF THE CITY CLERK

SUBJECT: PUBLICATION OF PUBLIC HEARING NOTICE

Please publish the attached NOTICE OF PUBLIC HEARINGS

RE: PROPOSED AMENDMENT TO THE CITY OF LAS VEGAS DOWNTOWN REDEVELOPMENT
PLAN

DATE TO BE PUBLISHED: FRIDAY, SEPTEMBER 19, 2003

Please send this office three (3) copies of the AFFIDAVIT OF PUBLICATION at your earliest convenience.

BARBARA JO RONEMUS
CITY CLERK

Attachment

NOTICE OF JOINT PUBLIC HEARING ON THE
PROPOSED AMENDMENT TO THE CITY OF LAS VEGAS
DOWNTOWN REDEVELOPMENT PLAN

NOTICE IS HEREBY GIVEN that the Planning Commission and the City of Las Vegas has made its report and that the City Council of the City of Las Vegas (the "City Council") and the City of Las Vegas Redevelopment Agency ("the Agency") will now hold a joint public hearing on Wednesday, October 1, 2003 immediately following the morning session of the City Council which begins at 9:00 a.m. in the City Council Chambers located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada to consider and act upon the proposed Amendment to the Redevelopment Plan (the "Plan Amendment") for the Las Vegas Redevelopment Area (the "Redevelopment Area") and to consider all evidence and testimony for or against the approval and adoption of the Plan Amendment.

The purpose of the proposed Plan Amendment is to (1) amend "Article IX – Duration of this Plan" to extend the date of the duration of the Plan from 40 years to 45 years from the date of the adoption of the Plan and to (2) change the land use categories of all properties within the existing Redevelopment Area (the "Existing Area") – pursuant to the provisions of the Community Redevelopment Law (Nevada Revised Statutes Section 279.382 et seq.) and the goals of the Redevelopment Plan.

At any time not later than the hour set forth above for the hearing of the objections to the proposed Plan Amendment, any person may file in writing with the City Clerk of the City of Las Vegas a statement of objections to the proposed Plan Amendment. At the day, hour and place of the hearing, any and all persons having any objections to the proposed Plan Amendment, or the regularity of any of the prior proceedings, may appear before the Agency and show cause why the proposed Plan Amendment should not be adopted.

A legal description of the boundaries of the existing Area is attached hereto as Exhibits A, B & C and made a part hereof.

Interested persons may inspect and, upon payment of the costs of reproduction, obtain copies of the proposed Plan Amendment, the Redevelopment Plan, the Agency's Report to the City Council, the Redevelopment Plan Map and other information pertaining thereto at the office of the City Clerk of the City of Las Vegas and the office of the Agency, both located at 400 Stewart Avenue, Las Vegas, Nevada.

For further information, please call the City of Las Vegas Planning & Development Department at (702) 229-6352 between 8 a.m. and 5 p.m., Monday through Friday.

By order of the City of Las Vegas Redevelopment Agency.

Dated: September 15, 2003

Barbara Jo Ronemus
Secretary, City of Las Vegas Redevelopment Agency

Douglas A. Selby
Executive Director, City of Las Vegas Redevelopment Agency

Publish: September 19, 2003

Exhibit A

1986 Legal Description of Downtown Redevelopment Area

Beginning at the intersection of the centerline of Charleston Boulevard and the Westerly boundary of Interstate Highway I-15; thence Northerly along the Westerly boundary of Interstate Highway I-15 to a line that is 1284 feet North of the centerline of Alta Drive; thence Westerly along said line to a line that is 310 feet East of the centerline of Highland Drive; thence Northerly along said line to the centerline of Mineral Avenue; thence Westerly along the centerline of Mineral Avenue to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to the centerline of McWilliams Avenue; thence Easterly along the centerline of McWilliams Avenue to the Westerly boundary of Interstate Highway I-15; thence Northeasterly along the Westerly boundary of Interstate Highway I-15 to the centerline of Washington Avenue; thence Easterly along the centerline of Washington Avenue to the centerline of Sagman Street; thence Southerly along the centerline of Sagman Street to the centerline of Maryland Parkway; thence Westerly and Southerly along the centerline of Maryland Parkway to the centerline of Bonanza Road; thence Easterly along the centerline of Bonanza Road to the centerline of Bruce Street; thence Southerly along the centerline of Bruce Street to the centerline of Ogden Avenue; thence Easterly along the centerline of Ogden Avenue to the centerline of 18th Street; thence Southerly along the centerline of 18th Street to the centerline of Sunrise Avenue; thence Easterly along the centerline of Sunrise Avenue to the centerline of Eastern Avenue; thence Southerly along the centerline of Eastern Avenue and 25th Street to the Southwesterly boundary of Fremont Street (U.S. Highway Nos. 93-95 466); thence Southeasterly along the Southwesterly boundary of Fremont Street to the centerline of Atlantic street; thence Southerly along the centerline of Atlantic Street to the centerline of Olive Street; thence Westerly along the centerline of Olive street to the centerline of Russell Avenue; thence Northwesterly along the centerline of Russell Avenue to the centerline of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a line that is 350 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 128 feet; thence Northerly a distance of 115 feet to a line that is 235 feet southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of Burnham Avenue; thence Southerly along the centerline of Burnham Avenue to a line that is 1214 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to a line that is 580 feet East of the Easterly Boundary of HILLSIDE TERRACE (a recorded subdivision); thence Northerly along said line distance of 130 feet to a line that is 1084 feet South of the centerline of Charleston Boulevard; thence Westerly along said line to the Easterly Boundary of said HILLSIDE TERRACE; thence Northerly along the Easterly boundary of HILLSIDE TERRACE and CHARLESTON SQUARE TRACT No. 3 (a recorded subdivision) to the South line of Lot 2, Block 1 of and CHARLESTON SQUARE TRACT No. 3; thence Westerly along said South line of Lot 2 to the centerline of 17th Street; thence Northerly along the centerline of 17th Street to the centerline of the East-West alley in Block 1 of CHARLESTON SQUARE TRACT No. 4; thence Westerly along the centerline of said East-West alley to the centerline of the North-South alley in said Block 1; thence Northerly along the centerline of said North-South alley to the south line of Lot 1 of CHARLESTON SQUARE TRACT No. 2 (a recorded subdivision); thence Westerly along said south line of Lot 1 to the centerline of Hillside Place; thence Southerly along the centerline of Hillside Place to the centerline of the East-West alley in Block 1 of CHARLESTON SQUARE TRACT No. 1 (a recorded subdivision); thence Westerly along the centerline of said East-West alley to the centerline of Thelma Lane; thence Northwesterly along said centerline to the centerline of Chapman Drive; thence Northerly along the centerline of Chapman Drive to the South line of Lot 1, Block 2 of said and CHARLESTON SQUARE TRACT No. 1; thence Westerly along said South line of Lot 1 to the West line of said Lot 1; thence Northerly along said West line of Lot 1 to South line of Lot 1, Block 4 of HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of 15th Street; thence southerly along the centerline of 15th Street to the centerline of the East-West alley in Block 3 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Westerly along the centerline of said East-West alley to the centerline of the North-South alley in Block 25 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Southerly along the centerline of said North-South alley to the centerline of the most southerly East-West alley in said Block 25; thence Westerly along the centerline of said East-West alley and the centerline of the East-West alley in Block 24 of HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED to the centerline of the North-South alley in said Block 24; thence Northerly along the centerline of said North-South alley to the South line of Lot 1, Block 2 of said HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED; thence Westerly along South line of Lot 1 and the North lines of Lots 17, 16, 15, 14, 13, 12 and 11, Block 2 of HUNTRIDGE SUBDIVISION No. 1 (a recorded subdivision) to the centerline of 10th Street; thence Northerly along the centerline of 10th Street to the South line of Lot 1, Block 1 of said HUNTRIDGE SUBDIVISION TRACT No. 1; thence Westerly along said South line of Lot 1 to the East line of Lot 1, Block 1 of VEGA VERDE ADD; thence South along said East line of Lot 1 to the South line of said Lot 1; thence Westerly along the South lines of Lot 1 and Lots 2, 3, 4, 5, 6, 7, 8 and the Westerly prolongation thereof to the centerline of 8th Street; thence Southerly along the centerline of 8th Street to a line that is 235 feet South of the centerline of Charleston Boulevard; thence Westerly along said line distance of 200 feet; thence Southerly 190 feet to line that is 425 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 407 feet; thence Northerly 87 feet to line that is 338 feet South of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 37 feet; thence Northerly a distance of 13 feet to a line that is 325 feet south of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of 6th Street; thence Southerly along the centerline of 6th Street to the centerline of Park Paseo; thence Westerly along the centerline of Park Paseo to the West line of the Lot "J" of PARK PLACE ADDITION (a recorded subdivision); thence Southerly along said West line and along the West line of Block 2 of DESERT PARK No. 3 (a recorded subdivision) to the North line of PARADISE GROVE (a recorded subdivision); thence Westerly along said North line of PARADISE GROVE to the Westerly boundary of said PARADISE GROVE; thence Southwesterly and Southerly along said Westerly boundary of PARADISE GROVE to the centerline of Oakey Boulevard; thence Easterly along the centerline of Oakey Boulevard to the centerline of Santa Paula Drive; thence Southerly along the centerline of Santa Paula Drive to the centerline of St. Louis Street; thence Westerly along the centerline of said St. Louis Street to the North-South centerline of Block 19 of PARADISE VILLAGE TRACT No. 1 (a recorded subdivision); thence southerly along said North-South centerline to the centerline of Sahara Avenue; thence Westerly along the centerline of Sahara Avenue to the centerline of Industrial Road; thence Northerly along the centerline of Industrial Road to the centerline of Wyoming Avenue; thence Westerly along the centerline of Wyoming Avenue to the Westerly right-of-way line of the Union Pacific Railroad; thence Northeasterly along said Westerly right-of-way line to the centerline of Charleston Boulevard; thence Westerly along the centerline of Charleston Boulevard to POINT OF BEGINNING.

Exhibit B

1988 Legal Description of Downtown Redevelopment Area (Revised)

BEGINNING at the intersection of the centerline of Charleston Boulevard and the Westerly boundary of Interstate Highway I-15; thence Northerly along the Westerly boundary of Interstate Highway I-15 to a line that is 1284 feet Northerly of the centerline of Alta Drive; thence Westerly along said line to a line that is 310 feet Easterly of the centerline of Highland Drive; thence Northerly along said line to the centerline of Mineral Avenue; thence Westerly along the centerline of Mineral Avenue to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to the centerline of Owens Avenue; thence Westerly along the centerline of Owens Avenue to a line that is 390 feet Westerly of the centerline of Highland Drive; thence Northerly along said line to the centerline of Lake Mead Boulevard to the centerline of Highland Drive; thence Northerly along the centerline of Highland Drive to a line that is 631 feet Southerly of the centerline of Carey Avenue; thence Westerly along said line to a line that is 197 feet Westerly of the centerline of Highland Drive; thence Northerly along said line to the centerline of Carey Avenue; thence Easterly along the centerline of Carey Avenue to a line that is 510 feet Westerly of the centerline of Lexington Street; thence Southerly along said line to a line that is 165 feet Southerly of the centerline of Hart Avenue; thence Easterly along said line to the centerline of H Street; thence Southerly along the centerline of H Street to a line that is 331 feet Southerly of the centerline of Lake Mead Boulevard; thence Westerly along said line to the centerline of Lexington Street; thence Southerly along the centerline of Lexington Street to the North line of CARVER MANOR (a recorded subdivision); thence Westerly along the North line of CARVER MANOR to the centerline of Highland Drive; thence Southerly along the centerline of Highland Drive to the South line of Jimmy Avenue; thence Easterly along the South line of Jimmy Avenue to the West line of Block 2 of CARVER MANOR; thence Southerly along the West line of said Block 2 to the South line of CARVER MANOR; thence Easterly along the South line of CARVER MANOR to the centerline of Lexington Street; thence Southerly along the centerline of Lexington Street to the North line of HIGHLAND SQUARE (a recorded subdivision); thence Westerly along the North line of HIGHLAND SQUARE to the West line of Block 1 of HIGHLAND SQUARE; thence Southerly along the West line of Blocks 1 and 5 of HIGHLAND SQUARE to the South line of said Block 5; thence Easterly along the South line of Blocks 5 and 3 of HIGHLAND SQUARE to the centerline of J Street; thence Northerly along the centerline of J Street to a line that is 400 feet Northerly of the centerline of Owens Avenue, said line being the Westerly prolongation of a line that is parallel with and 20 feet Northerly from the Northerly boundary of that certain parcel of land shown by File 41 of Parcel Maps, Page 60 of Clark County, Nevada Records; thence Easterly along said line to the centerline of H Street; thence Southerly along the centerline of H Street to a line that is 255 feet Northerly of the centerline of Owens Avenue; thence Easterly along said line to the West line of Block 6 of BERKLEY SQUARE (a recorded subdivision); thence Southerly along said West line of Block 6 to the South line of Block 6; then Easterly along the South line of Blocks 6 and 1 of BERKLEY SQUARE to the centerline of D Street; thence Southerly along the centerline of D Street to a line that is 125 feet Northerly of the centerline of Owens Avenue; thence Easterly along said line a distance of 768.7 feet to a line that is 466.7 feet Westerly of the North-South centerline of Section 22, Township 20 South, Range 61 East, M.D.M.; thence Northerly along said line to a line that is 442 feet Northerly of the centerline of Owens Avenue; thence Easterly along said line to the Westerly boundary of Interstate Highway I-15; thence Southerly and Southwesterly along the Westerly boundary of Interstate Highway I-15 to the centerline of Washington Avenue; thence Westerly along the centerline of Washington Avenue to the centerline of D Street; thence Northerly along the centerline of D Street to the centerline of Monroe Avenue; thence Westerly along the centerline of Monroe Avenue to the centerline of H Street; thence Northerly along the centerline of H Street to a line that is 450 feet Northerly of the centerline of Monroe Avenue; thence Westerly along said line to the centerline of J Street; thence Northerly along the centerline of J Street to the centerline of Gold Avenue; thence Westerly along the centerline of Gold Avenue to the centerline of N Street; thence Southerly along the centerline of N Street to the centerline of McWilliams Avenue; thence Easterly along the centerline of McWilliams Avenue to the Westerly boundary of Interstate Highway I-15; thence Northeasterly along the Westerly boundary of Interstate Highway I-15 to the centerline of Washington Avenue; thence Easterly along the centerline of Washington Avenue to the centerline of Sagman Street; thence Southerly along the centerline of Sagman Street to the centerline of Maryland Parkway; thence Westerly and Southerly along the centerline of Maryland Parkway to the centerline of Bonanza Road; thence Easterly along the centerline of Bonanza Road to the centerline of Bruce Street; thence Southerly along the centerline of Bruce Street to the centerline of Ogden Avenue; thence Easterly along the centerline of Ogden Avenue to the centerline of 18th Street; thence Southerly along the centerline of 18th Street to the centerline of Sunrise Avenue; thence easterly along the centerline of Sunrise Avenue to the centerline of Eastern Avenue; thence Southerly along the centerline of Eastern Avenue and 25th Street to the Southwesterly boundary of Fremont Street (U.S. Highway Nos. 93-95-466); thence Southeasterly along the Southwesterly boundary of Fremont Street to the centerline of Atlantic Street; thence Southerly along the centerline of Atlantic Street to the centerline of Olive Street; thence Westerly along the centerline of Olive Street to the centerline of Russell Avenue; thence northwesterly along the centerline of Russell Avenue to the centerline of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a line that is 350 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 128 feet; thence Northerly a distance of 115 feet to a line that is 235 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of Burnham Avenue; thence Southerly along the centerline of Burnham Avenue to a line that is 1214 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to a line that is 580 feet Easterly of the Easterly boundary of HILLSIDE TERRACE (a recorded subdivision); thence Northerly along said line a distance of 130 feet to a line that is 1084 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the Easterly boundary of said HILLSIDE TERRACE; thence Northerly along the Easterly boundary of HILLSIDE TERRACE and CHARLESTON SQUARE TRACT No. 3 (a recorded subdivision) to the South line of Lot 2, Block 1 of CHARLESTON SQUARE TRACT No. 3; thence Westerly along said South line of Lot 2 to the centerline of 17th Street; thence Northerly along the centerline of 17th Street to the centerline of the East-West alley in Block 1 of CHARLESTON SQUARE TRACT No. 4 (a recorded subdivision); thence Westerly along the centerline of said East-West alley to the centerline of the North-South alley in said Block 1; thence Northerly along the centerline of said North-South alley to the South line of Lot 1 of CHARLESTON SQUARE TRACT No. 2 (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of Hillside Place; thence Southerly along the centerline of Hillside Place to the centerline of the East-West alley in Block 1 of

CHARLESTON SQUARE TRACT No. 1 (a recorded subdivision); thence Westerly along the centerline of said East-West alley to the centerline of Thelma Lane; thence Northwesterly along the centerline of Thelma Lane to the centerline of Chapman Drive; thence Northerly along the centerline of Chapman Drive to the South line of Lot 1, Block 2 of said CHARLESTON SQUARE TRACT No. 1; thence Westerly along said South line of Lot 5 1 to the West line of said Lot 1; thence Northerly along said West line of Lot 1 to the South line of Lot 1, Block 4 of HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED (a recorded subdivision); thence Westerly along said South line of Lot 1 to the centerline of 15th Street; thence Southerly along the centerline of 15th Street to the centerline of the East-West alley in Block 3 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Westerly along the centerline of said East-West alley to the centerline of the North-South alley in block 25 of said HUNTRIDGE SUBDIVISION TRACT No. 3 AMENDED; thence Southerly along the centerline of said North-South alley to the centerline of the most Southerly east-West alley in said Block 25; thence Westerly along the centerline of said East-West alley and the centerline of the East-West alley in Block 24 of HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED (a recorded subdivision) to the centerline of the North-South alley in said Block 24; thence Northerly along the centerline of said North-South alley to the South line of Lot 1, Block 2 of said HUNTRIDGE SUBDIVISION TRACT No. 2 AMENDED; thence Westerly along said South line of Lot 1 and the North lines of Lots 17, 16, 15, 14, 13, 12 and 11, Block 2 of HUNTRIDGE SUBDIVISION TRACT No. 1 (a recorded subdivision) to the centerline of 10th Street; thence Northerly along the centerline of 10th Street to the South line of Lot 1, Block 1 of said HUNTRIDGE SUBDIVISION TRACT No. 1; thence Westerly along said South line of Lot 1 to the East line of Lot 1, Block 1 of VEGA VERDE ADD (a recorded subdivision); thence South along said East line of Lot 1 to the South line of said Lot 1, thence Westerly along the South lines of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of said Block 1 and the Westerly prolongation thereof to the centerline of 8th Street; thence Southerly along the centerline of 8th Street to a line that is 235 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 200 feet; thence Southerly 190 feet to a line that is 425 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 407 feet; thence Northerly 87 feet to a line that is 338 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line a distance of 37 feet; thence Northerly a distance of 13 feet to a line that is 325 feet Southerly of the centerline of Charleston Boulevard; thence Westerly along said line to the centerline of 6th Street; thence Southerly along the centerline of 6th Street to the centerline of Park Paseo; thence Westerly along the centerline of Park Paseo to the West line of the Lot "J" of PARK PLACE ADDITION (a recorded subdivision); thence Southerly along said West line and along the West line of Block 2 of DESERT PARK No. 3 (a recorded subdivision) to the North line of PARADISE GROVE (a recorded subdivision); thence Westerly along said North line of PARADISE GROVE to the Westerly boundary of said PARADISE GROVE; thence Southwesterly and Southerly along said Westerly boundary of PARADISE GROVE to the centerline of Oakey Boulevard; thence Easterly along the centerline of Oakey Boulevard to the centerline of Santa Paula Drive; thence Southerly along the centerline of Santa Paula Drive to the centerline of St. Louis Street; thence Westerly along the centerline of said St. Louis Street to the North-South centerline of Block 19 of PARADISE VILLAGE TRACT No. 1 (a recorded subdivision); thence Southerly along said North-South centerline to the centerline of Sahara Avenue; thence Westerly along the centerline of Sahara Avenue to the centerline of Industrial Road; thence Northerly along the centerline of Industrial Road to the centerline of Wyoming Avenue; thence Westerly along the centerline of Wyoming Avenue to the Westerly right-of-way line of the Union Pacific Railroad; thence Northeasterly along said Westerly right-of-way line to the centerline of Charleston Boulevard; thence Westerly along the centerline of Charleston Boulevard to the POINT OF BEGINNING.

Exhibit C

1996 Extension of the Redevelopment Area Boundaries Plan Maps

Those portions of Section 24 and Section 25, Township 20 South, Range 60 East, M.D.M., and those portions of Section 19, Section 21, Section 25, Section 26, Section 29, Section 30, Section 35, and Section 36 in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, describe as follows:

PARCEL 1

BEGINNING at the intersection of the West line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 19, Township 20 South, Range 61 East, M.D.M., with the Westerly prolongation of the North line of Parcel 1 as shown on File 23 of Parcel Maps, Page 3 of Clark County, Nevada Records; thence Easterly along said Westerly prolongation and the North line of said Parcel 1 to the West line of Parcel 2 as shown on said File 23 of Parcel Maps, Page 3; thence Southerly along said West line and the Southerly prolongation thereof to the North line of Section 30, Township 20 South, Range 61 East, M.D.M., thence Easterly along said North line to the Northerly prolongation of the East line of that certain parcel of land described by DEED to the STATE OF NEVADA, recorded August 7, 1959 as Document Number 169656 of Clark County, Nevada Records; thence Southerly along said Northerly prolongation and the East line of said STATE OF NEVADA Parcel to the South line of said STATE OF NEVADA Parcel; thence Westerly along said South line and the Westerly prolongation thereof to the East Right-of-Way line of DECATUR BOULEVARD; thence Southerly along said East Right-of-Way line to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30; thence Easterly along said North line to the Northerly prolongation of the West line CHARLESTON ESTATES TRACT NO. 7-A, a recorded subdivision; thence Southerly along said Northerly prolongation and the West line of said CHARLESTON ESTATES TRACT 7-A and the Westerly line of CHARLESTON ESTATES TRACT NO. 7B, a recorded subdivision, to the South line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30; thence Westerly along said South line and the Westerly prolongation thereof to the West Right-of-Way line of DECATUR BOULEVARD; thence Northerly along said West Right-of-Way line to the South line of Lot 17, Block 6 of LAS VEGAS SQUARE, a recorded subdivision; thence Westerly along said South line and South line of Lot 40, Block 6 of said LAS VEGAS SQUARE to the East Right-of-Way line of YALE STREET; thence Northerly along said East Right-of-Way line to the North line of the South 31 feet of Lot 2, Block 1 of GOLF RIDGE TERRACE UNIT NO. 1, a recorded subdivision; thence Easterly along said North line to the West Right-of-Way line of DECATUR BOULEVARD; thence Northerly along said West Right-of-Way line to the centerline of CARMEN BOULEVARD; thence Westerly along said centerline to the East Right-of-Way line of YALE STREET; thence Northerly along said East Right-of-Way line to the South line of GOLF RIDGE TERRACE UNIT NO. 7-E, a recorded

subdivision; thence Westerly along said South line to the West line of said GOLF RIDGE TERRACE UNIT NO. 7-E; thence Northerly along said West line to the South line of GOLF RIDGE TERRACE UNIT NO. 7-F, a recorded subdivision; thence Easterly along said South line to the East line of said GOLF RIDGE TERRACE UNIT NO. 7-F; thence Northerly along said East line to the South line of Section 24, Township 20 South, Range 60 East, M.D.M.; thence Easterly along said South line to the West line of the East 210 feet of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 24; thence Northerly along said West line to the North line of the South half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 24; thence Easterly along said North line to the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24; thence Northerly along said West line to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 24; thence Easterly along said North line to the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 24; thence Southerly along said East line to the POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Northwest corner of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 20 South, Range 61 East, M.D.M.; thence Easterly along the North line of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 21 to the West line of the East 390 feet of the East half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 21; thence Southerly along said West line to the South line of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 21; thence Westerly along said South line to the West line of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SE $\frac{1}{4}$) of said Section 21; thence Northerly along said West line to the POINT OF BEGINNING.

PARCEL 3

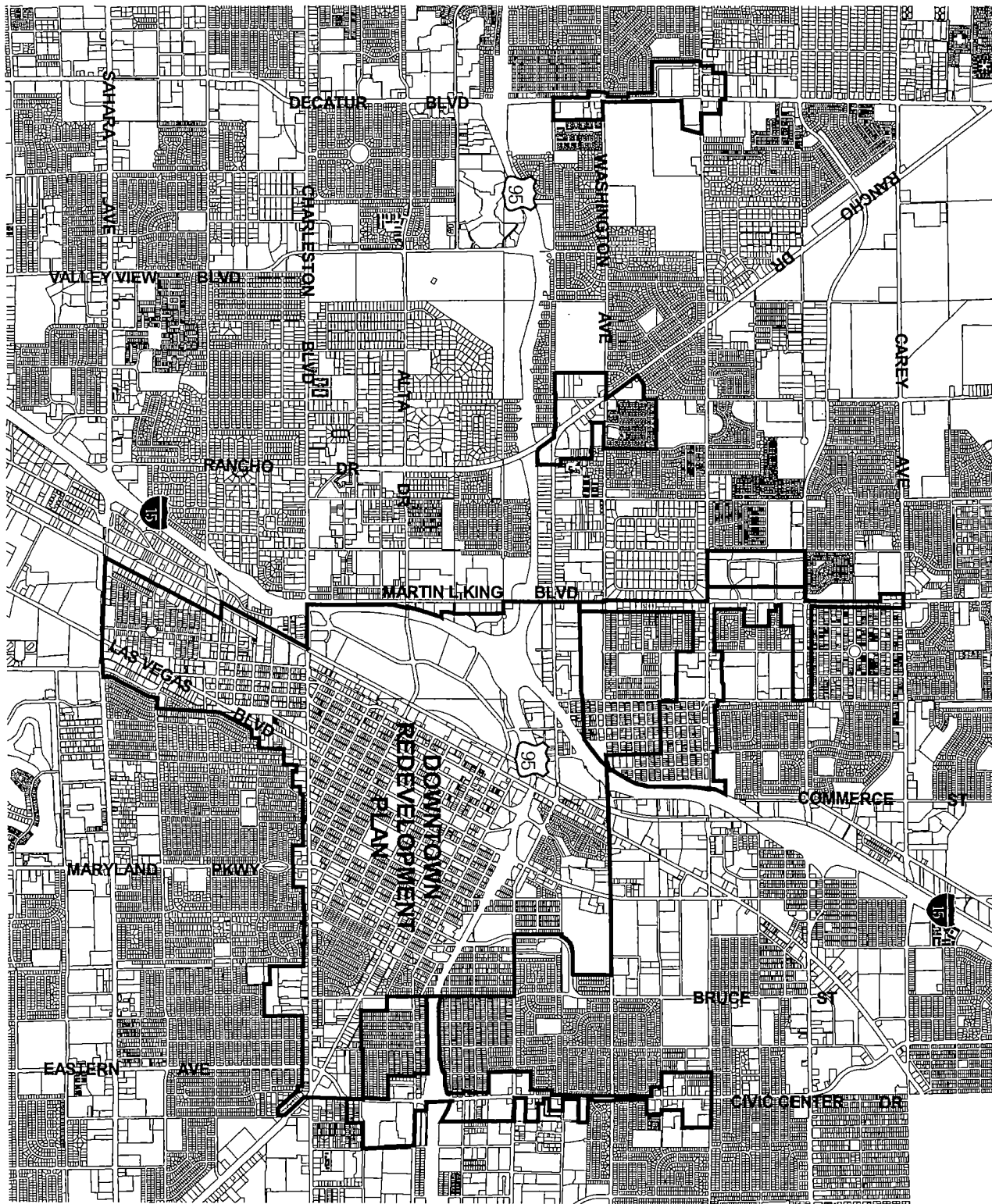
BEGINNING at the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 29, Township 20 South, Range 61 East, M.D.M.; thence Southerly along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 29 and the Southerly prolongation thereof to the South Right-of-Way line WASHINGTON AVENUE; thence Westerly along said South Right-of-Way line to the East line of that certain parcel of land described by DEED to the CITY OF LAS VEGAS, recorded May 24, 1979 as Instrument Number 1019366 of Clark County, Nevada Records; thence Southerly along said East line to the North Right-of-Way line of ERNEST MAY LANE; thence Easterly along said North Right-of-Way line to the East line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 29; thence Southerly along said East line to the South line of ROBIN MANOR, recorded subdivision; thence Easterly along said South line and the Easterly prolongation thereof to the East Right-of-Way line of DIKE LANE; thence Southerly along said East Right-of-Way line to the North line of that certain parcel of land described as PARCEL A of that certain DEED to FRANCHISE REALTY INTERSTATE CORPORATION, recorded July 6, 1967 as Instrument Number 648248 of Clark County, Nevada Records; thence Easterly along said North line to the East line of said PARCEL A; thence Southerly along said East line and the Southerly prolongation thereof to the South Right-of-Way line of BONANZA ROAD; thence Westerly along said South Right-of-Way line West line of BONANZA PARK, recorded subdivision; thence Southerly along said West line to the North Right-of-Way line of ORAN K. GRAGSON HIGHWAY (US 95); thence Westerly along said North Right-of-Way line to the Northeast Right-of-Way line of RANCHO DRIVE; thence Northwesterly along said Northeast Right-of-Way line to the South line of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 29; thence Westerly along said South line to the Southwest Right-of-Way line of RANCHO DRIVE; thence Northwesterly along said Southwest Right-of-Way line to the North Right-of-Way line of BONANZA ROAD; thence Westerly along said North Right-of-Way line to the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 29; thence Westerly along said South line to the West line of the East 618.12 feet (measured along the North line) of Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 29; thence Northerly along said West line to the North line of the Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of said Section 29; thence Easterly along said North line to the Northeast Right-of-Way line of RANCHO DRIVE; thence Northwesterly along said Northeast Right-of-Way line to the Southeast line TWIN LAKES VILLAGE, UNIT 5, a recorded subdivision; thence Northeasterly and Easterly along said Southeast line to the West line of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 29; thence Northerly along said West line to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 29; thence Easterly along said North line to the POINT OF BEGINNING.

PARCEL 4

BEGINNING at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 25, Township 20 South, Range 61 East, M.D.M.; thence Easterly along the North line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 25, to the East line of line of the West 793.63 feet (measured along said North line) of the Northwest Quarter (NW $\frac{1}{4}$) of said section 25; thence Southerly along said East line to the South line of the North 769.98 feet (measured along the West line) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 25; thence Westerly along said South line to the West line of PARCEL NO.1 as shown on File 29 of Parcel Maps, Page 51 of Clark County, Nevada Records; thence Southerly along said West line and the Southerly prolongation thereof to the centerline of SEARLES AVENUE; thence Easterly along said centerline to the West line of THE MEWS, a recorded subdivision; thence Southerly along said West line to the centerline of DEMITRIUS AVENUE; thence Westerly along said centerline to the East Right-of-Way line of EASTERN AVENUE; thence Southerly along said East Right-of-Way line to the south line of WASHINGTON ADDITION UNIT NO. 2, a recorded subdivision; thence Easterly along said South line to the West line of PARCEL 1 as shown on File 60 of Parcel Maps, Page 77 of Clark County, Nevada Records; thence Southerly along said West line to the South line of LOT 2A as shown on File 26 of Parcel Maps, Page 68 of Clark County, Nevada Records; thence Westerly along said South line to the East Right-of-Way line of EASTERN AVENUE; thence Southerly along said East Right-of-Way line to the North line of the North half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Easterly along said North line to the East line of the West 350 feet of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Southerly along said East line to the

South line of the North 350 feet of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Westerly along said South line to the East Right-of-Way line of EASTERN AVENUE; thence Southerly along said East Right-of-Way line to the North line of the South 155 feet of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Easterly along said North line to the East line of the West 200 feet of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Southerly along said East line to the North line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Easterly along said North line to the West line of TANKEL'S NORTH ADDITION NO. 2, a recorded subdivision; thence Southerly along said West line to the North line of the South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 25; thence Westerly along said North line to the East Right-of-Way line on EASTERN AVENUE; thence Southerly along said East Right-of-Way line to the North line of Section 36, Township 20 South, Range 61 East, M.D.M.; thence Easterly along said North line to the Northerly prolongation of the East line of Lot 1, Block 1 of ARTESIAN ACRES, a recorded subdivision; thence Southerly along said Northerly prolongation and the East lines of Lots 1 through 4, Block 1, and Lots 1 and 2, Block 8 of said ARTESIAN ACRES to the North Right-of-Way line of the I-515 EXPRESSWAY; thence Northwesterly along said North Right-of-Way line to the East Right-of-Way line of EASTERN AVENUE; thence Southerly along said East Right-of-Way to the South Right-of-Way of the I-515 EXPRESSWAY; thence Easterly along said South Right-of-Way line to the East Right-of-Way line of that certain parcel of land described as Parcel I-515-CL-074.265 of that certain QUITCLAIM DEED to the CITY OF LAS VEGAS, recorded October 3, 1989 in Book 891003 as Instrument Number 00419 of Clark County, Nevada Records; thence Southerly along said East Right-of-Way line and the Southerly prolongation thereof to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 36; thence Easterly along said North line to the West Right-of-Way line of TWENTY-EIGHTH STREET; thence Southerly along said West Right-of-Way line to the South Right-of-Way line of SUNRISE AVENUE; thence Westerly along said South Right-of-Way line to the East line of SUNRISE PARK TRACT NO. 1, a recorded subdivision; thence Southerly along said East line to the centerline of VALLEY STREET; thence Westerly along centerline to the West line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 36; thence Northerly along said West line to the South line of MOSS TRACT NO. 3, a recorded subdivision; thence Westerly along said South line to the West Right-of-Way line of EASTERN AVENUE; thence Northerly along said West Right-of-Way line to the North line of said MOSS TRACT NO. 3; thence Westerly along said North line to the East line of GIBSON & JONES ADDITION, a recorded subdivision; thence Northerly along said East line to the South line of the Northeast Quarter (NE $\frac{1}{4}$), of Section 35, Township 20 South, Range 61 East, M.D.M.;

thence Westerly along said South line to the centerline of TWENTY-THIRD STREET; thence Northerly along said centerline to the South Right-of-Way line of the I-515 EXPRESSWAY; thence Westerly along said South Right-of-Way line to the centerline of BRUCE STREET; thence Northerly along centerline to the North Right-of-Way line of the I-515 EXPRESSWAY; thence Easterly along said North Right-of-Way line to the South Right-of-Way line of POPLAR AVENUE; thence Northerly to the Southwest corner of Lot 28, Block 3 of BOULDER DAM HOMESITE ADDITION TRACT NO. 4, a recorded subdivision; thence Northerly along the West line of said Lot 28, Block 3 and the West line of Lot 21, Block 3 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 and the Northerly prolongation thereof to the centerline of CEDAR AVENUE; thence Westerly along said centerline to the Southerly prolongation of the West line of Lot 30, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4; thence Northerly along said Southerly prolongation and the West line of said Lot 30, Block 2 to the North line of said Lot 30, Block 2; thence Easterly along the North lines of Lots 30 and 29, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 to the Southerly prolongation of the West line of Lot 21, Block 2 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4; thence Northerly along said Southerly prolongation and the West line of said Lot 21, Block 2 to the centerline of MESQUITE AVENUE; thence Westerly along said centerline of the Southerly prolongation of the West line of 27, Block 1 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4; thence Northerly along said Southerly prolongation and the West line of said Lot 27, Block 1 and West line of Lot 20, Block 1 of said BOULDER DAM HOMESITE ADDITION TRACT NO. 4 and the Northerly prolongation thereof to the centerline of WALNUT AVENUE; thence Westerly along said centerline to the East line of BOULDER DAM HOMESITE ADDITION TRACT NO. 6, a recorded subdivision; thence Northerly along said East line to the North Right-of-Way line of BONANZA ROAD; thence Easterly along said North Right-of-Way line to the East line of that certain 15 foot wide, North-South alley in Block 5 of GREATER LAS VEGAS ADDITION TRACT 1; a recorded subdivision; thence Northerly along said East line to the South line of Lot 10, Block 5 of said GREATER LAS VEGAS ADDITION TRACT 1; thence Easterly along the South line of said Lot 10, Block 5 and the South lines of Lots 9, 8, 7, 6, 5, 4 and 3 Block 5 of said GREATER LAS VEGAS ADDITION TRACT 1 to the East line of said Lot 3, block 5; thence Northerly along said East line and the Northerly prolongation thereof to the centerline of WILSON AVENUE; thence Easterly along said centerline to the Southerly prolongation of the West line of Lot 46, Block 4 of said GREATER LAS VEGAS ADDITION TRACT 1; thence Northerly along said Southerly prolongation and the West line of said Lot 46, Block 4 and West lines Lots 47 through 52, Block 4 of said GREATER LAS VEGAS ADDITION TRACT 1 to the North line of said Lot 52, Block 4; thence Easterly along said North line to the West Right-of-Way line of EASTERN AVENUE; thence Northerly along said West Right-of-Way line to the North line of Lot 167, Block 6 of the AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B, a recorded subdivision; thence Westerly along said North line and the North lines of Lots 168 through 170, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B to the East line of Lot 172, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B; thence Northerly along said East line and the East lines of Lots 173 and 174, Block 6 of said AMENDED PLAT OF GREATER LAS VEGAS ADDITION 3 UNIT NO. 5-B and the Northerly prolongation thereof to the centerline of SEARLES AVENUE; thence Westerly along said centerline to the centerline of TWENTY-THIRD STREET; thence Northerly along said centerline to the North line of the Northeast Quarter (NE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of said Section 26; thence Easterly along said North line to the POINT OF BEGINNING.



WILLA MAE OTTEY (HOME OWNER)

1601 NORTH F STREET
LAS VEGAS NV 89106

I have the expressed oppinions of the proposed amendment plan (Article) IX are read as follows, We the residence at the address of 1601 North F street fully are aware of the ongoing relationship of a revitalize area and the prospects of new commerce that it would bring as to our understanding the extention time will be changed from 40 years to 45 years for the efforts of determining the land use categories of all properties within the exsisting redevelopment areas, and also the redevelopment of eye sores in this community all that which may benefit the general warefare of the people. Where we live is a community of people who have sustained long lasting niehborly relations probably longer than the committy members have been alive and can remember when times in las vegas where different. The actual redevelopment will be the focus (this amendment for article ix for the time extension). We hope that all businesses that will come will be germane to the structure that fits all residents in the state of neveda and not a sterotype of what is considered a ethnic only area of commerece.

CITY OF LAS VEGAS
Redevelopment Agency
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101
(702) 229-6352

RECEIVED

SEP 15 PM 4:28

PLANNING AND
DEVELOPMENT

August 1, 2003

Dear Property Owner:

The City of Las Vegas Redevelopment Agency ("the Agency") invites you to attend a public hearing concerning the proposed Amendment to the Redevelopment Plan ("the Plan Amendment") for the Las Vegas Redevelopment Area (the "Redevelopment Area"), which will be held on Wednesday, August 20, 2003, at 9:00 a.m. at the morning session of the Redevelopment Agency meeting in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada.

The purpose of the proposed Plan Amendment is to amend "Article IX - Duration of this Plan" to extend the date of the duration of the Plan from 40 years to 45 years from the date of the adoption of the Plan and to change the land use categories of all properties within the existing Redevelopment Area (the "Existing Area") - pursuant to the provisions of the Community Redevelopment Law (Nevada Revised Statutes Section 279.382 et seq.) and the goals of the Redevelopment Plan, which are set forth in the enclosed official notice of the public hearing. The notice also includes a legal description and map showing the boundaries of the existing Redevelopment Area.

The records of the Clark County Assessor indicate that you own property in the Redevelopment Area.

You may inspect and/or obtain, upon payment of the costs of reproduction, copies of the Redevelopment Plan, the proposed Plan Amendment, and all related documents at the offices of the City Clerk or Office of Business Development (Redevelopment Agency) located at 400 Stewart Avenue, Las Vegas, Nevada, or the Planning & Development Department, 731 S. 4th Street, Las Vegas, Nevada. Your further inquiries and attendance at the public hearing are, of course, welcome.

Additional information may be obtained from the City of Las Vegas Planning & Development Department at (702) 229-6352 between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Dear Sir Do as you can - I cant wals
to good cant see & hear to good - the Best of luck
to you all - Thank for letting me hear
from you

The Skancke Company

September 16, 2003

Mr. Robert Genzer
Director
City of Las Vegas Planning Department
330 S. 4th Street
Las Vegas, NV 89101

Dear Mr. Genzer:

On behalf of our clients, Ms. Mary Bartsas and Bartsas Realty, I would like to make a formal inquiry regarding the Downtown Redevelopment Plan Proposed Version No. 6.

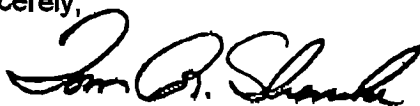
Ms. Bartsas is the owner of the parcels located at 2217, 2219, 2212 and 2216 E. Fremont Street. It is my understanding that under the current Proposed Redevelopment Plan No. 6 that her zoning of C-2 will stay in place and that if she chose to apply for a Use Permit for a Restricted Gaming License, she could do so. Not to be redundant, but I want to make sure I understand this correctly. Restricted gaming is allowed in a C-2 zone with a use permit, and the use permit must be approved by the Planning Commission and the City Council.

Additionally, I'd like to clarify whether or not a hotel/casino would be allowed in the above referenced locations with a C-2 zoning and a use permit should the applicant agree to build a minimum of 200 rooms as outlined in the City Codes for a non-restricted gaming location.

Let me also mention that my client would like to suggest that the current mixed use zone adjacent to her property be made Commercial as well. Those boundaries would then be from Bruce Street east to Boulder Highway and from Charleston to Sunrise. We believe that it is in the best interest of all of the properties owners that the General Plan for this area be Commercial.

Thank you in advance for your assistance in this matter and prompt response.

Sincerely,



Tom R. Skancke
President

Cc: Ms. Mary Bartsas, Bartsas Realty, Inc.

The Skancke Company

September 16, 2003

Mr. Robert Genzer
Director
City of Las Vegas Planning Department
330 S. 4th Street
Las Vegas, NV 89101

Dear Mr. Genzer:

On behalf of our clients, Ms. Mary Bartsas and Bartsas Realty, I would like to make a formal inquiry regarding the Downtown Redevelopment Plan Proposed Version No. 6.

Ms. Bartsas is the owner of the parcels located at 2217, 2219, 2212 and 2216 E. Fremont Street. It is my understanding that under the current Proposed Redevelopment Plan No. 6 that her zoning of C-2 will stay in place and that if she chose to apply for a Use Permit for a Restricted Gaming License, she could do so. Not to be redundant, but I want to make sure I understand this correctly. Restricted gaming is allowed in a C-2 zone with a use permit, and the use permit must be approved by the Planning Commission and the City Council.

Additionally, I'd like to clarify whether or not a hotel/casino would be allowed in the above referenced locations with a C-2 zoning and a use permit should the applicant agree to build a minimum of 200 rooms as outlined in the City Codes for a non-restricted gaming location.

Let me also mention that my client would like to suggest that the current mixed use zone adjacent to her property be made Commercial as well. Those boundaries would then be from Bruce Street east to Boulder Highway and from Charleston to Sunrise. We believe that it is in the best interest of all of the properties owners that the General Plan for this area be Commercial.

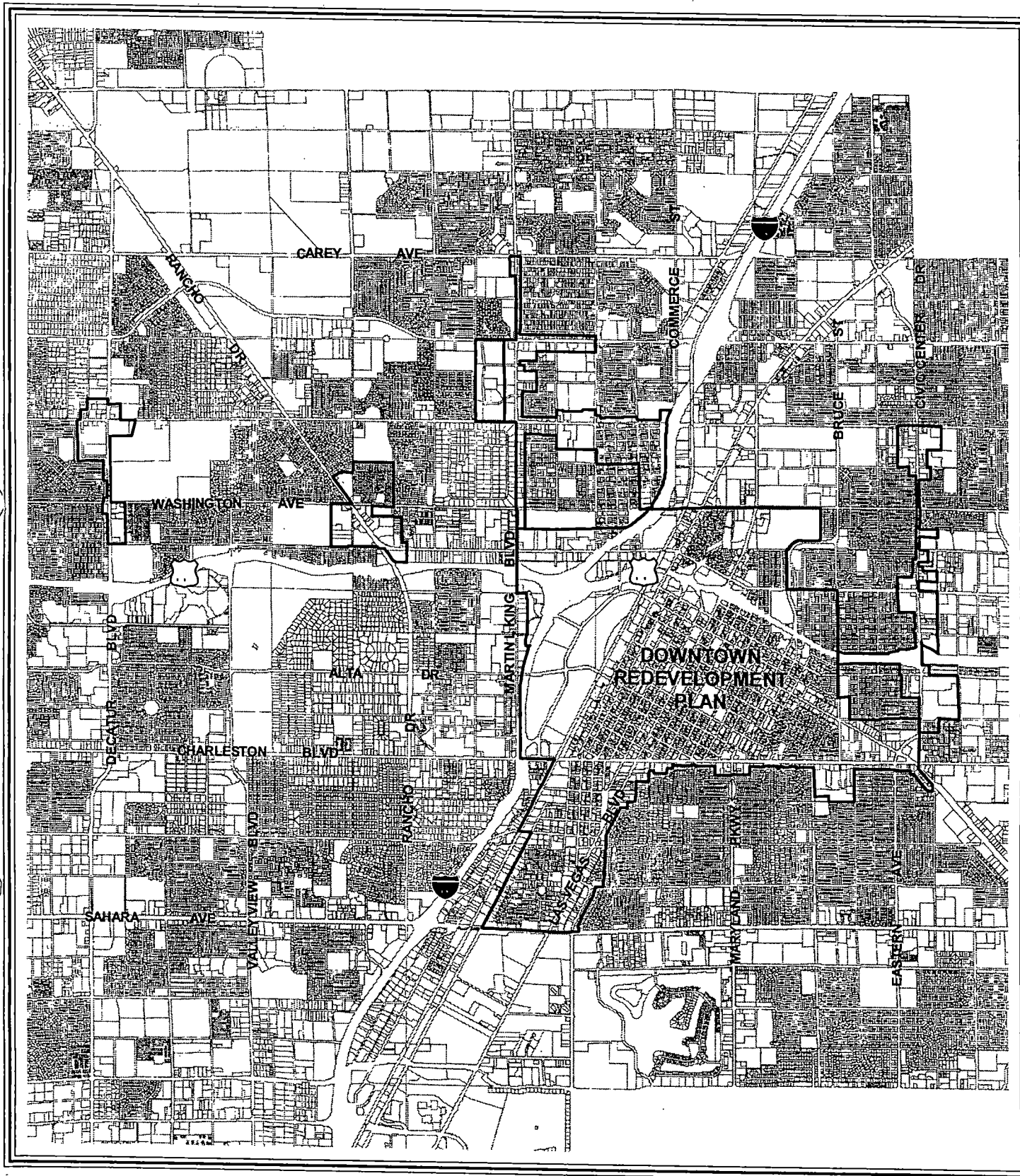
Thank you in advance for your assistance in this matter and prompt response.

Sincerely,



Tom R. Skancke
President

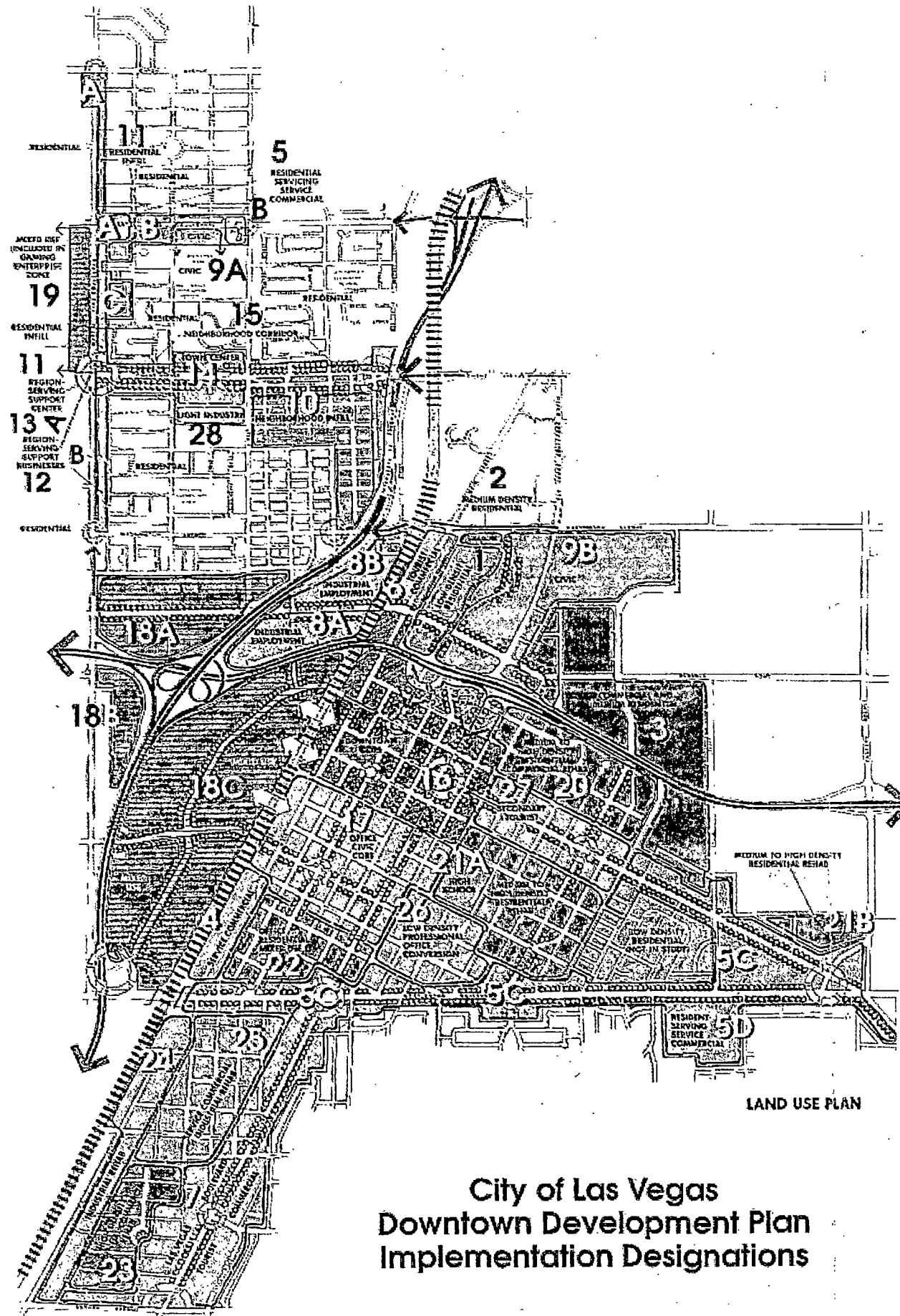
Cc: Ms. Mary Bartsas, Bartsas Realty, Inc.











CASE: ReDevelopment Agency
RADIUS: SPECIAL

0 4000 8000 Feet

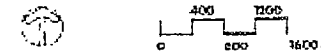




LEGEND

-  SPECIAL ENTRY OR FOCAL POINT
-  RAILROAD LINE
-  PEDESTRIAN OVERCROSSING
-  VEHICULAR UNDERCROSSING
-  MAJOR ENTRY
-  MAJOR STREETScape IMPROVEMENTS
-  PRIMARY PEDESTRIAN AREA
-  SECONDARY PEDESTRIAN AREA

Laventhol & Horwath
The SWA Group
Barton + Aschman Associates

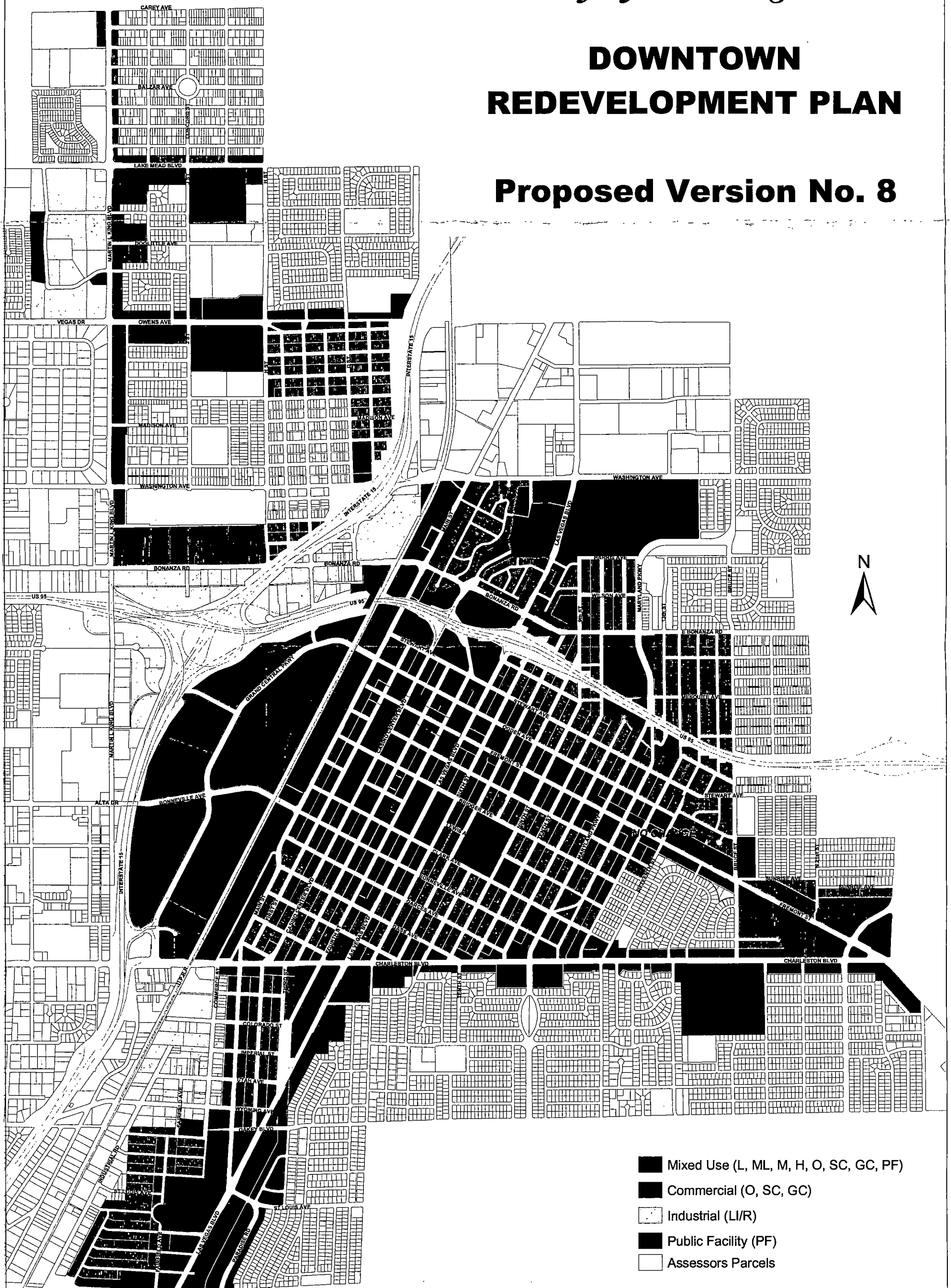







Legend Map #	Proposed Future Land Use
1	L,SC,PF
2	M,PF,SC
3	SC,M,PF
4	SC
5A	SC,PF
5B	SC,PF
5C	SC,H
5D	SC
6	TC,SC
7	TC,SC
8A	LI/R,GC
8B	LI/R,GC
9A	PF
9B	PF
10	M,H,SC,(GC),TC,PF
11A	ML,L,SC
11B	ML,L,SC
11C	L
12A	SC
12B	SC
13	SC
14	SC,PF
15	SC,GC,PF
16	SC,GC,TC,PF
17	GC,SC,PF,(O)
18A	GC,TC,SC,M,H,(O)
18B	GC,SC,M,H
18C	GC,TC,SC,M,H
19	GC,TC,SC,M,H
20	M,H,SC,GC
21A	M,H,SC
21B	M,H,SC
22	SC,GC,H,(O)
23	H,SC,GC
24	LI/R
25	SC,GC,LI/R
26	SC
27	SC,GC,TC
28	LI/R,GC

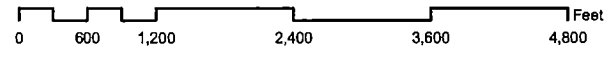
City of Las Vegas

DOWNTOWN REDEVELOPMENT PLAN

Proposed Version No. 8



-  Mixed Use (L, ML, M, H, O, SC, GC, PF)
-  Commercial (O, SC, GC)
-  Industrial (LI/R)
-  Public Facility (PF)
-  Assessors Parcels



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

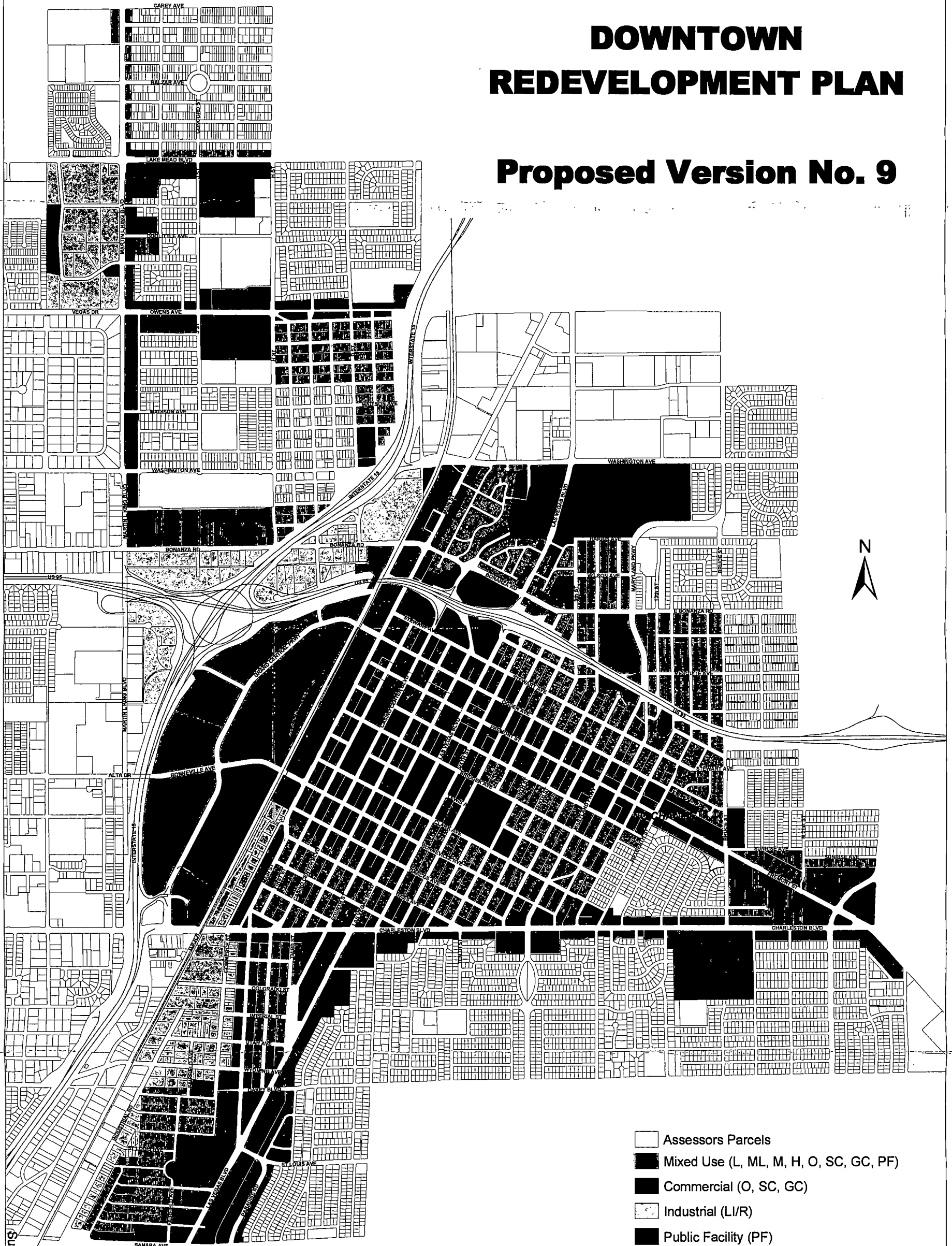
Revised: September 23, 2003








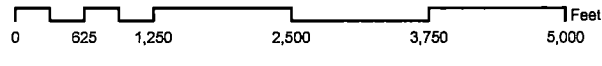
City of Las Vegas

DOWNTOWN REDEVELOPMENT PLAN

Proposed Version No. 9



-  Assessors Parcels
-  Mixed Use (L, ML, M, H, O, SC, GC, PF)
-  Commercial (O, SC, GC)
-  Industrial (L/I/R)
-  Public Facility (PF)



Date 9/24/03 Item # 6

Submitted after final agenda



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301
Revised: September 26, 2003



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 1, 2003

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:

COUNCILMAN WEEKLY thanked DAN CONTRERAS, Bonanza Village resident, for donating entertainment equipment that needed replacement after it was stolen from a facility for children with special needs. He then introduced TASHA TATUM, who would be interning as part of the Las Vegas High School PAL Program. He also thanked DR. BARBARA JACKSON, Director, and BILLIE BASTIAN, Deputy Director, of Leisure Services and the entire staff, because they were ultimately responsible for making sure the equipment was restored.

BEATRICE TURNER, West Las Vegas resident, suggested the person that takes care of the children at the facility that was robbed be given some recognition, because he deals with a lot of children and that can be very arduous. Yet he is always kind and patient with the children. As a volunteer, she only handles one child and that is laborious. She is worn out by the time she gets home. Also, she gave thanks to BILL RICHARDSON for his donations. As far as the Edmond Town Center, MS. BEATRICE hopes that MR. EDMOND hires people from the surrounding community. She also hopes that the businesses currently in the complex that provide needed services to the community, such as her insurance company, are not displaced.

Finally, MS. TURNER commented that when she was appointed to a City board, the Mayor had CITY ATTORNEY BRAD JERBIC and DEPUTY CITY MANAGER BETSY FRETWELL conduct a full investigation on her and another person that was also appointed, but he forgot to have an investigation done on BOBBY "G" GRONAUER, the constable. In her opinion, it was a matter of skin color.

DAN CONTRERAS, Bonanza Village resident, stated that Ward 5 finally held a town hall meeting where there were no arguments. Hopefully, this is a sign of progress, because for almost five years there was a lot of animosity among the Bonanza Village residents due to the wall that was installed. He then asked the Mayor to publicly support the redevelopment of West Las Vegas. Because of the saturation of social services, the community is perceived as a poor area, which deters businesses. The City needs to formulate a residential plan to retire more of the government buildings and HUD subsidized housing in West Las Vegas so that developers can

City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF OCTOBER 1, 2003
Citizen Participation

MINUTES – Continued:

come in and build homes thereby hopefully garner the income level that will justify commercial development. Because in every successful planned community in any of the other wards he has noticed that the rooftops are needed to support subsequent commercial development.

TOM MCGOWAN, Las Vegas resident, questioned the evacuation order of the chambers in the case of a terrorism attack, when a disaster evacuation drill in the chambers would take place, and when a report of that drill would be presented at a public meeting. It is important to recognize that the greatest number of injuries have occurred during evacuation of enclosed public premises because of mass hysteria. And typically children, disabled persons, and senior citizens sustain the greatest number of injuries in such fatalities.

Finally, he asked how many of the businesses in the Premier Outlet Mall are owned and operated by local residents. He then noted that the decentralized VA medical clinic in Las Vegas is a disgrace, a disservice, and a dishonor to American veterans and the people. The Council members, as elected officials, should take action for the veterans of Las Vegas.

(11:33 – 11:45)

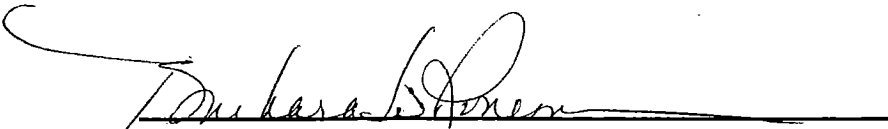
2-2060

THE MEETING ADJOURNED AT 11:45 A.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

November 6, 2003


Barbara Jo Ronemus, Secretary