

S. ✓

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

MINUTES

Meeting of
DECEMBER 17, 2003
9:00 A.M.

(Following the morning session of the City Council Meeting)

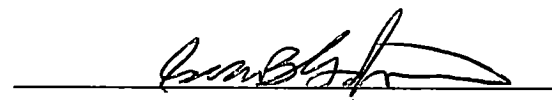
Called To Order: 12:28 P.M.
Adjourned: 12:47 P.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B. GOODMAN	☒	☐	☐
MEMBER GARY REESE - VICE-CHAIRMAN	☒	☐	☐
MEMBER LARRY BROWN	☒	☐	☐
MEMBER LYNETTE BOGGS McDONALD	☒	☐	☐
MEMBER LAWRENCE WEEKLY	☒	☐	☐
MEMBER MICHAEL MACK	☒	☐	☐
MEMBER JANET MONCRIEF	☒	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR	☒	☐	☐
BRADFORD R. JERBIC, CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, SECRETARY	☒	☐	☐

APPROVED BY REFERENCE: February 4, 2004

ATTEST.


SECRETARY


CHAIRMAN

89 ✓

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, DECEMBER 17, 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 NOVEMBER 5, 2003
- 2. DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT FOR COMMISSION OF ARTWORK DESIGN WITH YAACOV AGAM, IN CONCERT WITH THE LAS VEGAS ARTS COMMISSION AND THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION, PROPOSED TO BE LOCATED WITHIN THE EXISTING BOULDER AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MAIN STREET AND CASINO CENTER BOULEVARD (\$30,000 - REDEVELOPMENT AGENCY FUNDS)- WARD 1 (MONCRIEF)
- 3. RA-6-2003 - DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS RDA AND PEPES' TACOS TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE RDA - WARD 3 (REESE) [NOTE: THIS ITEM IS RELATED TO COUNCIL ITEM #78 (R-182-2003) AND RDA ITEM #4]
- 4. DISCUSSION AND POSSIBLE ACTION REGARDING AN OWNER PARTICIPATION AGREEMENT WITH PEPES' TACOS FOR PROVIDING FUNDS TO ASSIST WITH IMPROVEMENTS TO THE EXISTING SURFACE PARKING, LOCATED AT 2490 FREMONT STREET, APN 162-01-111-005 (NOT TO EXCEED \$21,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 3 (REESE) [NOTE: THIS ITEM IS RELATED TO COUNCIL ITEM #78 (R-182-2003) AND RDA RESOLUTION #3 (RA-6-2003)]

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

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:

City Hall Plaza, Special Outside Posting Bulletin Board

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Senior Citizen Center, 450 East Bonanza Road

Clark County Government Center, 500 So. Grand Central Parkway

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 11th day of **December, 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 17th day of **December, 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

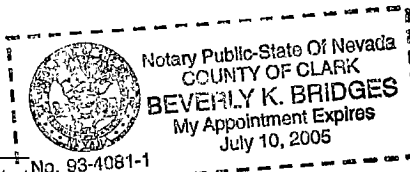
DEPARTMENT

Subscribed and sworn to before me this

12th day of December, 2003



NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

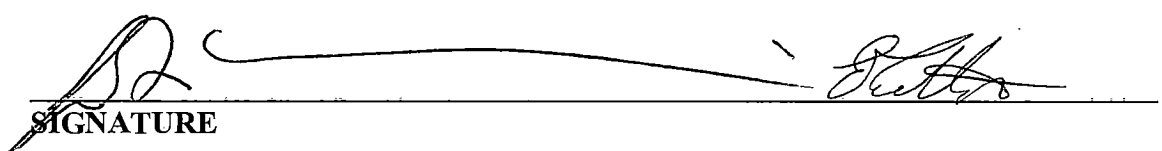
STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Eva Cotton and Jo Ann Williams, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the 11th day of **December, 2003**, at the hour of **4:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Redevelopment Agency Meeting** to be held on the 17th day of **December, 2003** at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

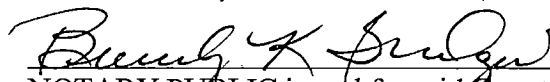
1. Las Vegas Library, 833 Las Vegas Blvd.
2. Senior Citizens Center, 450 E. Bonanza Road
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
5. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).

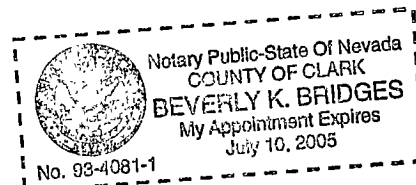

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

12th day of December, 2003


NOTARY PUBLIC in and for said County and State



City of Las Vegas

REDEVELOPMENT AGENCY AGENDA MEETING OF: DECEMBER 17, 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 12:28 P.M.

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

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

ANNOUNCEMENT MADE: Posted as follows:

City Hall Plaza, Posting Board
Court Clerk's Bulletin Board, City Hall
Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy.

(12:30)

3-733

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 17, 2003

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF NOVEMBER 5, 2003

MOTION:

REESE – APPROVED by Reference – UNANIMOUS

MINUTES:

There was no further discussion.

(12:30)

3-738

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 17, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT FOR COMMISSION OF ARTWORK DESIGN WITH YAACOV AGAM, IN CONCERT WITH THE LAS VEGAS ARTS COMMISSION AND THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION, PROPOSED TO BE LOCATED WITHIN THE EXISTING BOULDER AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MAIN STREET AND CASINO CENTER BOULEVARD (\$30,000 - REDEVELOPMENT AGENCY FUNDS)- WARD 1 (MONCRIEF).

Fiscal Impact

☐	No Impact	Amount: \$30,000
☒	Budget Funds Available	Dept./Division: OBD/RDA
☐	Augmentation Required	Funding Source: Redevelopment Agency Funds

PURPOSE/BACKGROUND:

On August 6, 2003, RDA Board reappropriated \$85,000 for projects requested by the Las Vegas Arts District neighborhood association, one of which is this \$30,000 contract to engage international artist Yaacov Agam to prepare an artistic scale model of the proposed interactive, kinetic sculpture park. The model will then be used by the association to raise the funds to commission the sculpture and install it within the district in cooperation with the City of Las Vegas.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agreement
2. Area Map, indicating possible future location of sculpture park

MOTION:

GOODMAN – ABEYANCE to 1/21/2004 – UNANIMOUS

MINUTES:

CHAIRMAN GOODMAN advised that he was moving to abey this item for a month as a result of discussions with JACK SOLOMON, a principal within the arts district, outlining street problems that need to be resolved prior to going forward.

There was no further discussion.

(12:30 – 12:31)

3-746

AGREEMENT FOR COMMISSION OF ARTWORK DESIGN

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2003, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public entity duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter "Agency"), in cooperation with the City of Las Vegas, and the City of Las Vegas Arts Commission ("Arts Commission") and YAACOV AGAM (hereinafter "Artist") an individual who is a resident of Paris, France.

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 to spur redevelopment of portions of the City; 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 implement the goals and objectives of the LVAD; and

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

WHEREAS, the Artist has been directly selected to design a monumental multiple piece work of art (hereinafter "work of art") to be installed within the LVAD in Downtown Las Vegas, on the site set forth in the diagram attached hereto as Exhibit "A" (hereinafter "the site"), and;

WHEREAS, the Artist was selected by the Association based upon his unique artistic style, quality of past work and experience in the design and production of outdoor public sculpture, and the perceived ability of the proposed work of art to bring further visitors and attention to the LVAC;

NOW, THEREFORE, in consideration of the above premises, the parties agree as follows:

1. **Scope of Work.** The Agency, on behalf of the Arts Commission, will furnish Artist with a detailed map of the site, the preferred perimeter of the work of art, and its specifications for the work of art. The Artist will submit to the Agency a design for such monumental multiple piece work of art (the "Design") together with a model of the work of art based on such design (the

"Model"). The Artist shall have final artistic decision with regard to the work of art, but agrees to consider any suggestions made by the Arts Commission as to suggested changes in the Design and the Model.

Throughout the design process the working drawings and renderings will be presented to the Agency and the Agency's designated City of Las Vegas staff members, the Arts Commission, and the Association for review. The Artist's design concepts must be in compliance with all applicable City codes or statutes, specifically, but not limited to, codes or state statutes concerning safety, accessibility and other structural issues. The final design proposal will be submitted to the Arts Commission for approval, as designated by the Agency. If the Arts Commission accepts the Design and the Agency or City of Las Vegas or the Association enters into an additional agreement with the Artist to fabricate the work of art, the Agency will be entitled to keep the Model at the conclusion of the project and payment to the Artist of all amounts then due to him. If the Arts Commission does not accept the Design within nine (9) months from the time that the Design and Model are delivered to the Agency and Arts Commission, the Agency agrees to return the Model at the expense of the Agency and it shall remain the property of the Artist.

Upon commencement of this Agreement and throughout the design process, the Artist, at his option will produce concept design drawings (working drawings) if so requested by the Agency, Arts Commission, or Association.

2. Term. This Agreement shall commence as of the date set forth above and continue in force and effect until the completion and acceptance of the Design or the expiration of nine (9) months from the time that the Design and Model are delivered to the Agency and Arts Commission, whichever occurs first. If the Design is not accepted during such period, then this Agreement shall be deemed terminated and the Artist shall have no further obligations hereunder. For purposes of this Agreement, "acceptance of the Design" is deemed to have occurred on the date that the Design is approved by the Arts Commission and the Arts Commission notifies the Agency of its approval in writing.

3. Compensation. The Artist shall be paid a total of Thirty Thousand Dollars and No Cents (\$30,000.00) for the artistic creation and production of the final Design and Model. This fee does not cover any costs of fabricating, shipping or installing the work of art. If the Art Commission accepts the Design, the Agency, and/or the City of Las Vegas, and/or the Art Commission and/or the Association will enter into an additional agreement with Artist and/or with ARTRA Diverse Dimensions, Inc. (hereinafter "Artra"), Artist's domestic agent, for Artist to furnish such work of art for installation at the site at a price to be set forth in such additional agreement. Under such agreement, Artist or Artra will agree to have the work of art fabricated and delivered to the site for installation. It will be the obligation of the City to prepare the site for installation of the work of art, to install it in the manner directed by Artist and under his supervision and to maintain the site and the work of art, as well as to pay the cost of shipping the model from the Artist's Atelier in Paris, France as well as the cost of insuring same during such shipment.

Payment of the aforementioned compensation shall be in the following installments:

<u>Installment</u>	<u>Amount</u>
Execution of Contract	\$15,000
Delivery of the Design and Model to the Agency	\$15,000

4. **Completion Date.** The Artist agrees to complete the Design and Model and deliver same to the Arts Commission not later than nine (9) months after the execution of this Agreement. The completion date may be extended by mutual agreement by written amendment of this Agreement for delays beyond the control of the Artist, including but not limited to fire, thefts, strikes, shortage of materials, and acts of God, and delays on the part of the Agency.

The Artist will immediately notify the Agency of any delays occurring or anticipated regarding the completion deadline. Except for extensions arising from events beyond the Artist's control, any extension past the aforementioned completion date can only be made with the express written permission of the Agency and failure to complete the Design by the aforementioned deadline constitutes a breach of this Agreement by the Artist, provided Artist is given 30 days written notice of the Agency's intention to terminate the contract and is given the opportunity to cure such default within such 30 day period. In the event that an extension is mandated by external events beyond the control of the Artist, the Agency and the Artist will agree to a reasonable extension proportional to the length of the delay.

5. **Indemnity.** The Artist agrees to protect, indemnify and hold the Agency, the City of Las Vegas, the Arts Commission, its officers and employees (the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs arising out of any claims that the Design infringes the copyright rights or any other intellectual property right of any third party (collectively the "Claims"). The Artists obligations under this Paragraph 5 are conditioned upon the Artist receiving written notice of any such claim within 10 days of such claim being made and further being given the right to defend any such claim at his expense.

6. **Termination.** Except as provided in Paragraph 4 in the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement provided notice is given in writing pursuant to Section 8 and delivered to the breaching party within forty-eight (48) hours of breach. If the breaching party is the Artist, the Artist shall reimburse the Agency any fees for creation of the Design paid to date under Section 3. If the breaching party is the Agency, the Artist shall be reimbursed for out-of-pocket expenditures (original receipts) made prior to the breach and shall be entitled to retain fees for creation of the Design paid to date under Section 3 and shall be further entitled to the balance of the fee that might be due to him under Section 3. In no event will the Agency, in the event of the Agency's breach, be liable to the Artist in excess of the compensation set forth in Section 3.

The Agency shall have the right to terminate this Agreement if the Artist causes a delay of more than 180 days in the completion of the Design. In such event, the Artist shall return all payments and shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Design.

7. **Ownership of Design.** The Artist retains ownership of the Design until payment to him of the fee set forth in Section 3 including the right to complete, exhibit and resell the design of the work of art.

With payment of the fee set forth in Section 3, the Agency shall obtain all rights, title, ownership and use of the Design for the sole purpose of installation of the monumental multiple piece work of art at the site. The Agency hereby acknowledges its intent to engage the Artist to fabricate the artwork depicted by the Design and the Model in the event the Agency elects to proceed with its creation and its installation and barring any unforeseen circumstances that may arise.

The Artist retains all rights to the Design under the Copyright Act of 1976, 17 U.S.C. 101 et. Seq., and all other rights in and to the Sculpture Design except as such rights are limited by this Section 7. In view of the fact that the Agency has paid the Artist a fee for the Design which is to be unique to the Agency, the Artist agrees not to reproduce the Design for purposes of resale to, or use by any other person or entity except that the Artist may use the design for purposes of promoting his artistic skills in promotional brochures or publications.

The Artist hereby grants to the Agency, the City of Las Vegas, the Arts Commission, and the Association an irrevocable license to use the Design for non-commercial or fund raising purposes including, but not limited to, reproductions used in advertising, brochures, stationary, media publication, catalogues or other similar publications, provided that all such uses or any mention of the Artist's name are approved by the Artist in writing, prior to any such use. All reproductions by the Agency, et al, shall contain a credit to the Artist and a copyright note, substantially in the following form: "© Yaacov Agam, date of completion."

8. **Notices.** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) transmission by facsimile to the fax number below and written confirmation of such transmission is received; or (iii) two (2) days after it is deposited with the United States Postal Service, postage prepaid, addressed as follows:

TO AGENCY:

Steve van Gorp, Redevelopment Officer
Las Vegas Redevelopment Agency
City Hall / 400 Stewart Ave., 2nd Floor
Las Vegas, NV 89101
Fax Number: 702-385-3128

TO ARTIST:

Yaacov Agam
26 rue Boulard
Paris, France
Fax Number: 011-3314 - 410 -8282

Any change to the above-mentioned addresses must be made in writing and delivered in the manner provided herein.

9. **Representation and Warranty.** The Artist hereby represents and warrants that unless otherwise stipulated, the Design will be a unique, one time work of art and that it has not been published or accepted for sale elsewhere.

10. **Entire Understanding.** This Agreement sets forth the entire understanding of the parties and may be amended or modified only in writing and signed by all parties. The Artist shall adhere to and enforce the policies and procedures established by the Agency.

11. **Governing Law.** This Agreement shall be construed in all respects under the laws of the State of Nevada.

12. **Assignment.** This Agreement is not assignable without the written consent of the parties, except that the Artist may assign his rights to payment to Artra Diverse Dimensions, Inc. or to any other corporation designated by him.

13. **Heading.** The headings of the various provisions of the Agreement are for convenience of reference only and shall not limit, modify, or expand the terms and provision of this Agreement.

14. **Independent Contractor.** The Artist is a resident of Paris, France and the Agency shall not be responsible for any of the Artist's expenses, except as herein set forth.

...
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...
...

IN WITNESS THEREOF, the parties hereto have executed this Agreement of the day and year first above written.

IT IS SO AGREED:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, President

“AGENCY”

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

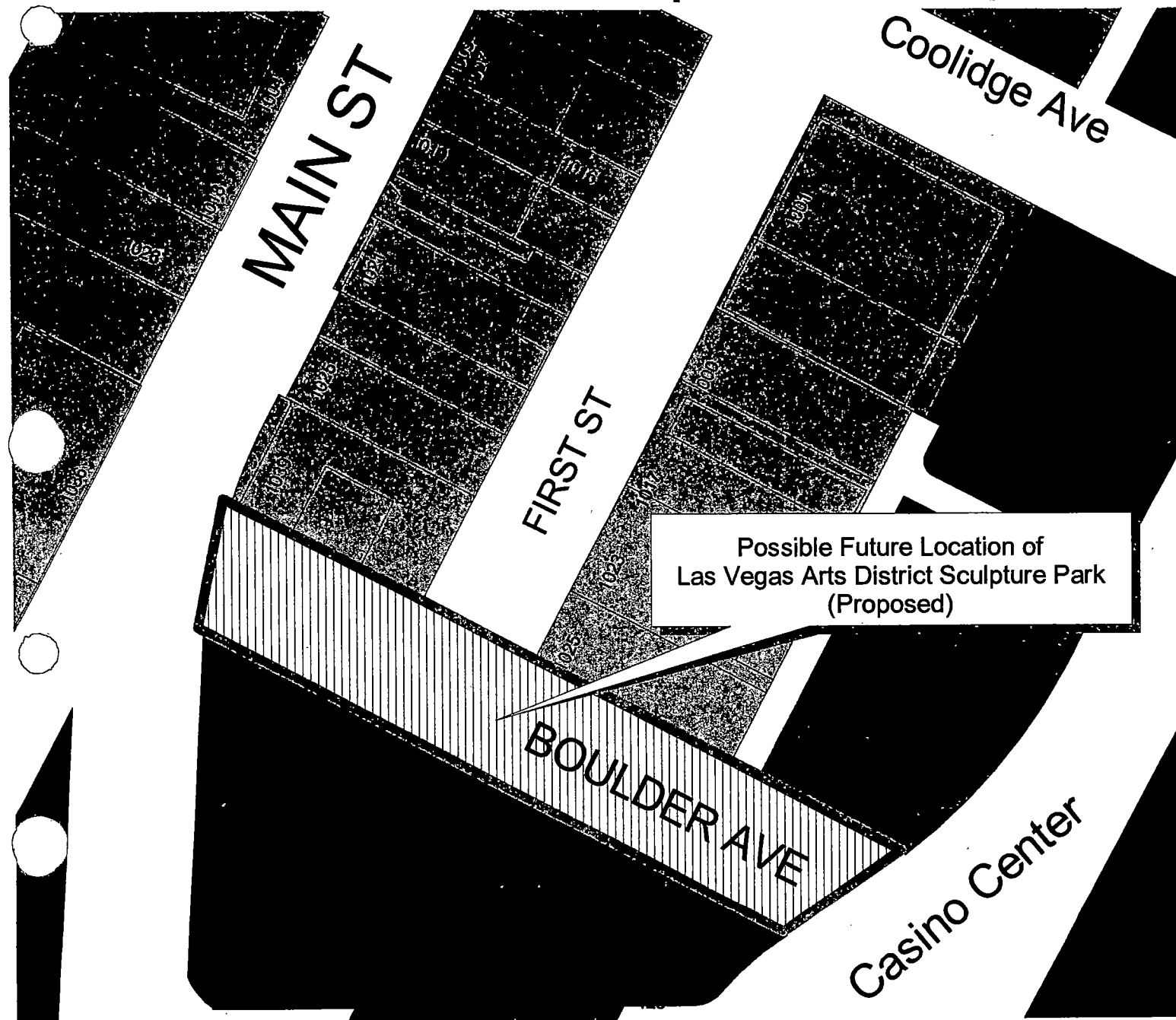
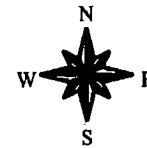
J. Penticelli 12/4/03
Date

ARTIST:

By: _____
YAACOV AGAM, Paris France
Date:

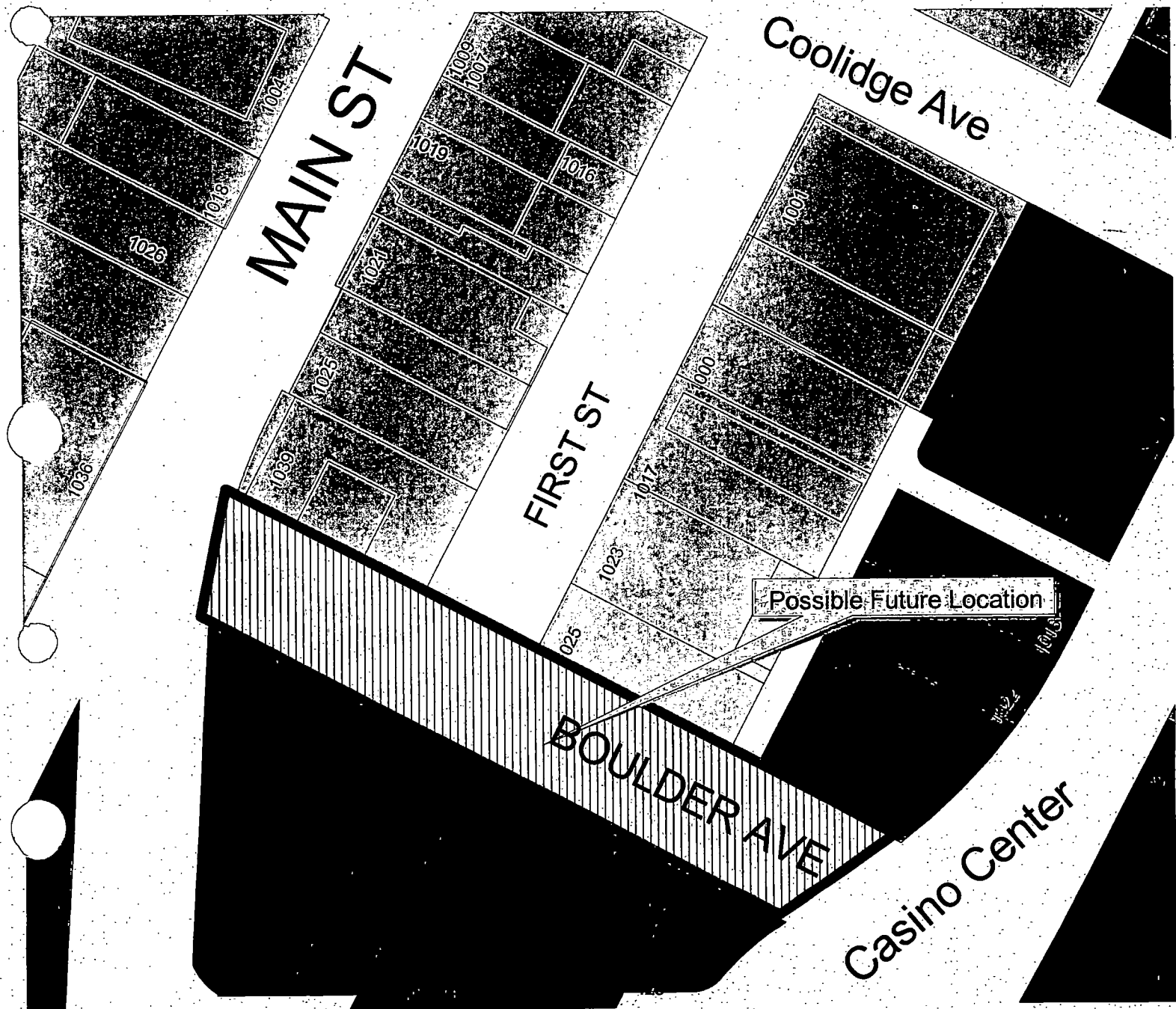
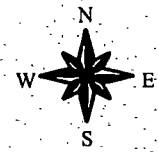
EXHIBIT A
THE SITE

Exhibit A Site Map



CHARLESTON BLVD

Proposed Las Vegas Arts District Sculpture Park



AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 17, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

RESOLUTIONS:

RA-6-2003 - DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS RDA AND PEPES' TACOS TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE RDA - WARD 3 (REESE) [NOTE: THIS ITEM IS RELATED TO COUNCIL ITEM #78 (R-182-2003) AND RDA ITEM #4]

Fiscal Impact

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

PURPOSE/BACKGROUND:

This is a companion item to discussion and possible action regarding assisting Pepes' Tacos with the cost of resurfacing the existing parking lot at 2490 Fremont Street. Approval will adopt findings that the OPA is in compliance with furtherance of the goals and objectives of the RDA, and the Redevelopment Plan.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Site Map
2. Disclosure of Principals
3. Resolution No. RA-6-2003
4. Owner's Participation Agreement, with Attachments
5. Affidavit of Jose Ceja

MOTION:

REESE – APPROVED as recommended – UNANIMOUS with MACK not voting

NOTE: MEMBER MACK announced under the related Council item that because the parking lot is immediately adjacent to the parking lot of a SuperPawn, owned by his brother, STEVEN MACK, for whom he is a consultant, and as the improvement in such proximity to his brother's property could benefit his brother, he would abstain on the item and on related Redevelopment Agency Items 3 and 4

REDEVELOPMENT AGENCY MEETING OF DECEMBER 17, 2003
ITEM 3 – RA-6-2003 - DISCUSSION AND POSSIBLE ACTION REGARDING A
RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER
PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS RDA
AND PEPES' TACOS TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF
THE GOALS AND OBJECTIVES OF THE RDA - WARD 3 (REESE)

MINUTES:

IAIN VASEY, Redevelopment Agency, indicated that the Owner Participation Agreement is part of an overall building acquisition and improvement of an International House of Pancake restaurant at the corner of Charleston and Fremont that has been closed for three years. The new owner intends to invest more than \$700,000 to improve the building. The agreement will provide \$21,000 of Agency funding toward repaving of the parking lot.

JOSE CEJA expressed his appreciation for the Redevelopment Agency's assistance.

TODD FARLOW, 240 North 19th Street, confirmed with MEMBER REESE that the project will include landscaping.

There was no further discussion.

(12:31 – 12:33)

3-781

**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.

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.

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

Block 1	Contracting Entity
Name	PEPES' TACOS
Address	1401 North Decatur Blvd Las Vegas, NV 89108
Telephone	702-429-0640
EIN or DUNS	88-0503312

Block 2	Description
	Subject Matter of Contract/Agreement: Ownership Participation Agreement
RFP #	N/A

Block 3	Type of Business
☐	Individual
☐	Partnership
☐	Limited Liability Company
☒	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.	Jose Ceja/ President	1401 North Decatur Boulevard Las Vegas, NV 89108	702-429-0640
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: N/A

Date of Attached Document: _____ Number of Pages: _____

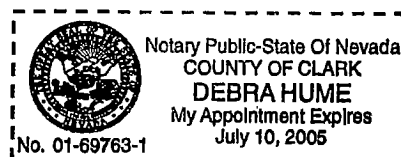
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada
County of Clark

Subscribed and sworn to before me this 5th
day of

December, 2003.

Debra Hume
Notary Public



1 RESOLUTION NO. RA-6-2003

2 RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER
3 PARTICIPATION AGREEMENT BETWEEN THE CITY OF LAS VEGAS
4 REDEVELOPMENT AGENCY AND PEPES' TACO TO BE IN COMPLIANCE WITH
5 AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S
6 REDEVELOPMENT PLAN AND AUTHORIZE THE EXECUTION BY THE AGENCY

7 WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency")
8 adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan
9 for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which
10 Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339;
11 April 11, 1992, by Ordinance 3637 and on November 4, 1996, by Ordinance 4036 (the
12 "Redevelopment Plan"); and

13 WHEREAS, the Redevelopment Plan identifies and designates an area within
14 the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of
15 redevelopment in order to eliminate the environmental deficiencies and blight existing therein;
16 and

17
18 WHEREAS, Pepes' Tacos (the "Participant") is the owner of certain real
19 property and improvements located at 2490 Fremont Street, and which parcel is commonly
20 known as APN 162-01-111-005 (the "Site"); and

21 WHEREAS, the Governing Body of the Agency has determined that the Owner
22 Participation Agreement (the "Agreement"), which provides for the contribution of funds to
23 Pepes' Tacos for the development and renovation of a building and off-site improvements, all
24 as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals
25 and objectives of the Redevelopment Plan; and

26
27 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
28 the Agency that the Agreement is hereby approved and determined to be in compliance with

1 and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson
2 of the Governing Board of the Agency is hereby authorized and directed to execute the
3 Agreement for and on behalf of the Agency, and to execute any and all additional documents
4 (including any Attachments to the Agreement) and to perform any additional acts necessary to
5 carry out the intent and purpose of the Agreement.
6

7 THE FOREGOING RESOLUTION was passed, adopted and approved this
8 17th day of December, 2003.
9

10 CITY OF LAS VEGAS
11 REDEVELOPMENT AGENCY

12 By: [Signature]
13 OSCAR B. GOODMAN, Chairperson
14

15 ATTEST:

16 [Signature]
17 BARBARA JO RONEMUS, Secretary
18

19 APPROVED AS TO FORM:

20 [Signature] 12/31/03
21 Date
22
23
24
25
26
27
28

OWNER PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY

AND

**PEPES' TACOS
A NEVADA CORPORATION**

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OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 2003, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter referred to as the "Agency") and Pepes' Tacos, a Nevada corporation, (hereinafter referred to as the "Participant"). The Agency and the Participant agree as follows:

I. [§100] SUBJECT OF AGREEMENT

[§101] A. Purpose of this Agreement

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

[§102] B. The Redevelopment Plan

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

[§103] C. The Redevelopment Area

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

[§104] D. The Site

The Site is that portion of the Redevelopment Area shown on the "Site Map," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference. The Site is composed of real property presently owned by the Participant.

[§105] **E. Parties to this Agreement**

[§106] **1. The Agency**

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.).

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

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

[§107] **2. The Participant**

The Participant is Pepes' Tacos, a Nevada corporation, whose sole principal and owner is Jose Ceja. The principal address of the Participant is 1401 North Decatur Boulevard, Las Vegas, Nevada, 89108.

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

The Participant qualifies as an "owner participant" as that term is used in the Redevelopment Plan and the Community Redevelopment Law.

The qualifications and the identity of the Participant are of particular concern to the Agency, and it is because of such qualifications and identity that the Agency has entered into this Agreement with the Participant. No voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the Agency pursuant to Section 409 hereof if there is any significant change (voluntary or involuntary) in the ownership, management or control of the Participant.

The Participant shall not assign all or any part of this Agreement without the prior written approval of the Agency.

II. [§200] IMPROVEMENT OF THE SITE

[§201] A. Improvement of the Site by the Participant

[§202] 1. Scope of Development

The Participant represents that it shall develop the Site as provided in the "Scope of Development," attached hereto as Attachment "3" and incorporated herein by reference, within the deadlines as set forth in the "Schedule of Performance," attached hereto as Attachment "4" and incorporated herein by reference.

[§203] 2. Cost of Construction

Except as specified in this section, the cost of developing the Site and rehabilitating and/or constructing all improvements thereon shall be borne solely by the Participant. The Agency shall pay to Participant, or a Nevada licensed contractor under contract with the Participant, the amount not to exceed Twenty-One Thousand and No/100ths Dollars (\$21,000.00) as the Agency's contribution towards parking lot resurfacing costs incurred by the Participant ("Agency Funds") in developing the Site and rehabilitating and/or constructing all improvements. Payment of the Agency Funds shall be subject to the Participant's submittal to the Agency of the costs incurred by the Participant for making improvements to the Site at the Participant's costs, inspection of the improvements by the Agency and verification of such costs by the Agency. The Agency shall have the right to pay the contractor or subcontractor directly for work performed for the Project. Any costs in excess of the Agency Funds shall be borne by the Participant.

[§204] 3. Bodily Injury and Property Damage Insurance; Indemnification

Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) for any person, \$1,000,000 for any occurrence and Five Hundred Thousand Dollars (\$500,000) property damage, and \$10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Certificate of Completion for the Site.

[§205]

4. City and Other Governmental Agency Permits

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

[§206]

5. Rights of Access During Construction

Representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees, at normal business hours for the purposes of this Agreement, including, but not limited to, the inspection of the work performed in rehabilitating and/or constructing the improvements.

[§207]

6. Anti-discrimination During Construction

The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

[§208]

7. Schedule of Site Improvements

The Participant shall submit to the Agency a Schedule of Improvements, Attachment No. 4. The Agency shall have the sole reasonable discretion to approve the Schedule of Site Improvements in accordance with the Scope of Development, Attachment No. 3.

In evaluating the sufficiency of the Schedule of Improvements for the Project, the Agency shall consider whether the Schedule of Improvements provides improvements to the buildings, equipment, and appurtenances on the Site, which are needed for opening the Participant's restaurant business. As such, the Agency will require the following information for each physical improvement to the Site:

1. Detailed description of the work to be performed or which has been performed to date; and
2. The cost of the work to be performed, as evidenced by two or more bids from Nevada licensed contractors, or as evidenced by prior payment of work performed; and
3. The source of the Participant's funds to be used, or used for the work to be performed or performed; and
4. The debt incurred, if any, by the Participant, for the performance of work to be performed or performed; and
5. A description of all required property, liability and title insurance, payment bonds,

performance bonds, and any security interest or collateral required for the work to be performed or performed; and

6. Copies of proposed material loan documents demonstrating any and all encumbrances against the Site, including the Deed of Trust and Assignment of Rents, and Promissory Note through which Participant is named as "Trustee" and through which Larry Hughes, individually, is Beneficiary; and

7. Other related information or documents that Agency may reasonably request.

The Schedule of Improvements shall be submitted to the Agency by the date set forth in Attachment No. 4.

[§209] **B. Prohibition Against Transfer and Assignment of Agreement**

Prior to the issuance of a Certificate of Completion with respect to the construction of the improvements on the Site, the Participant shall not, except as permitted by this Agreement, assign or attempt to assign this Agreement or any rights herein, nor make any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the Site or the improvements thereon, without the prior written approval of the Agency (which approval shall not be unreasonably withheld). This prohibition shall not apply subsequent to the issuance of the Certificate of Completion. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing or rental of all or any portion of the improvements on the Site for the uses specified herein and in the Redevelopment Plan. This prohibition shall also not be deemed to prohibit the granting of any security interests in the Site for the purpose of securing loans or funds to be used for financing the construction of the improvements on the Site.

Any proposed buyer, transferee, conveyee, assignee or lessee shall have the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by the Agency, to fulfill the obligations undertaken in this Agreement by the Participant. Any such proposed buyer, transferee, conveyee, assignee or lessee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency, shall expressly assume all of the obligations of the Participant under this Agreement and agree to be subject to all conditions and restrictions to which the Participant is subject. There shall be submitted to the Agency for review all instruments and other legal documents proposed to effect any such sale, transfer, conveyance, assignment or lease, and, if approved by the Agency, such approval shall be indicated to the Participant in writing.

In the absence of specific written agreement by the Agency, no such sale, transfer, conveyance, assignment or lease, or the approval thereof by the Agency, shall be deemed to relieve the Participant or any other party from any obligations under this Agreement.

[§210] **C. Certificate of Completion**

After the completion of all work set forth in this Agreement on the Site and payment of the Agency funds to Participant, and upon the written request by the Participant, the Agency shall furnish the Participant with a Certificate of Completion, in the form attached hereto as Attachment No. 5 and incorporated herein by reference, which evidences and determines the satisfactory completion of such work. Such Certificate of Completion shall be in such form to permit it to be recorded in the Office of the County Recorder of Clark County. The Certificate of Completion shall not be withheld or delayed by the Agency unless the Participant shall have failed to satisfactorily complete the construction required by this Agreement in substantial compliance with the terms and provisions hereof. Upon issuance of such Certificate of Completion, the respective rights and obligations of the parties with reference to the Site shall be limited to those set forth in the Agreement to be Recorded Affecting Real Property as described in Section 210 of this Agreement.

Such Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Participant to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the construction of the improvements on the Site, or any portion thereof.

[§211] **D. Agreement to be Recorded Affecting Real Property**

Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment No. 6 and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement and by which the Agency agrees to waive its legal right to acquire the Site by eminent domain. The Agency is authorized to, and shall, record the Agreement to be Recorded Affecting Real Property after issuance of the Certificate of Completion pertaining to the Site.

[§212] **E. Employment Plan**

Participant has submitted an Employment Plan, attached hereto as Attachment No. 7, which provides the Participant's plans for addressing employment issues and items as outlined in the Agency's Employment Plan Policy Guidelines.

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

[§301] **A. Use of the Site**

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

[§302] **B. Maintenance of the Site**

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

[§303] **C. Obligation to Refrain from Discrimination**

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

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

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

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

"That there shall be no discrimination against or segregation of any person

or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

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

[§305] **E. Rights of Access**

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

[§306] **F. Effect and Duration of Covenants**

The covenants contained in Sections 301 and 302 of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination contained in Sections 303 and 304 of this Agreement shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site or any part thereof, and the tenants, lessees, sublessees and occupants of the Site, for the benefit of and in favor of the Agency, its successors and assigns, the City and any successor in interest thereto.

IV. [§400] DEFAULTS AND REMEDIES

[§401] **A. Defaults**

Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy

with reasonable diligence and during any period of curing shall not be in default.

[§402] **B. Legal Actions**

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

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

[§403] **C. Applicable Law**

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

[§404] **D. Remedies of the Parties**

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

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

[§406] **2. Intentionally Omitted**

[§407] **3. Remedies of the Agency**

[§408] **a. In General**

[§409] **i. Termination**

During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Participant or such other date as may be specified in the written notice.

[§410] **ii. Return of Agency Funds**

In the event of termination of this Agreement by the Agency, the Participant agrees to return any and all Agency Funds heretofore paid to the Participant pursuant to the

provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Participant shall entitle the Agency to sue the Participant for specific performance as provided in Section 405 and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

V. [§500] GENERAL PROVISIONS

[§501] A. Conflicts of Interest

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

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

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

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

[§503] C. Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the form attached hereto as Attachment "J", all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

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

This Agreement is executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement comprises pages 1 through 13, inclusive, and Attachment Nos. 1 through 7 which constitute the entire understanding and agreement of the parties.

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

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

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

This Agreement, when executed by the Participant and delivered to the Agency, must be authorized, executed and delivered by the Agency within forty-five (45) days after the date of signature by the Participant or this Agreement shall be void, except to the extent that the Participant may consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

"AGENCY"

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

J. P. [Signature] 12/3/03
Date

PEPES' TACOS
A Nevada Corporation

By: _____
JOSE CEJA, President

"PARTICIPANT"

ACKNOWLEDGMENTS

STATE OF NEVADA

SS.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2003, by OSCAR B. GOODMAN, Chairperson of the City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA

SS.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this 4th day of December, 2003, by JOSE CEJA, President of PEPES' TACOS, a Nevada Corporation.

Carla Parker

NOTARY PUBLIC, in and for said County and State

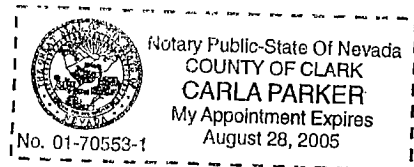
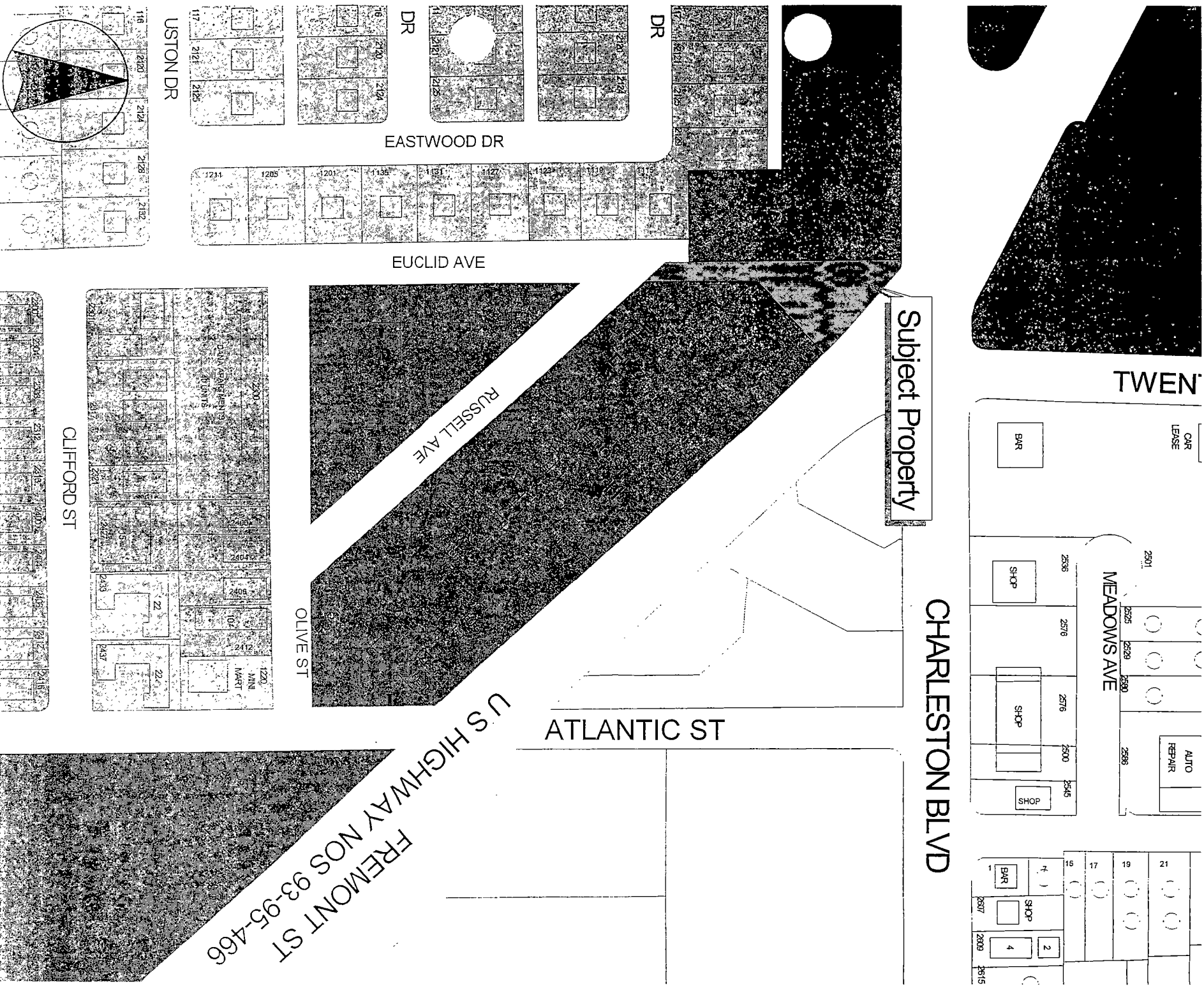


TABLE OF ATTACHMENTS

ATTACHMENT "1"	SITE MAP
ATTACHMENT "2"	LEGAL DESCRIPTION
ATTACHMENT "3"	SCOPE OF DEVELOPMENT
ATTACHMENT "4"	SCHEDULE OF PERFORMANCE
ATTACHMENT "5"	CERTIFICATE OF COMPLETION
ATTACHMENT "6"	AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY
ATTACHMENT "7"	EMPLOYMENT PLAN

ATTACHMENT "1"
SITE MAP



ATTACHMENT "2"
LEGAL DESCRIPTION

PARCEL I:

LOTS ONE (1), TWO (2), THREE (3), AND THAT PORTION OF LOT TWENTY-FIVE (25) LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT FOUR (4) IN BLOCK TWO (2), FISHER'S FREMONT STREET-BOULDER DAM HIGHWAY FIRST SUBDIVISION, AS PER MAP ON FILE IN BOOK 2 OF PLATS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

THAT PORTION OF EUCLID AVENUE NOW VACATED LYING NORTHERLY OF THE NORTH LINE OF RUSSELL AVENUE AS VACATED BY RESOLUTION OF COUNTY COMMISSIONERS OF CLARK COUNTY, NEVADA, PASSED DECEMBER 6, 1943 IN BLOCK 2, FISHER'S FREMONT STREET-BOULDER DAM HIGHWAY FIRST SUBDIVISION, AS PER MAP ON FILE IN BOOK 2 OF PLATS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING FROM BOTH PARCELS ANY PORTION THEREOF LYING WITHIN U.S. HIGHWAY NUMBERS 93, 95, 466, (BOULDER HIGHWAY)

RESERVING FROM BOTH PARCELS TO THE PROPERTY DESCRIBED IN EXHIBIT B ATTACHED HERETO A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR AUTOMOTIVE TRAVEL OVER, ALONG AND ACROSS THE TRAVELWAYS TO BE ERECTED AND/OR USED ON THE PROPERTY HEREINBEFORE DESCRIBED. SUCH RIGHT OF WAY IS TO BECOME NULL AND VOID AT SUCH TIME AS THE HEREINBEFORE DESCRIBED PROPERTY IS NO LONGER USED AS A RESTAURANT.

TOGETHER WITH A NON-EXCLUSIVE RIGHT OF WAY FOR AUTOMOBILE TRAVEL OVER, ALONG AND ACROSS THE NORTHERLY THIRTY FEET (30') OF THE PROPERTY DESCRIBED IN EXHIBIT "B" BELOW.

SUCH RIGHT OF WAY IS TO BECOME NULL AND VOID AS SUCH TIME AS THE HEREINBEFORE DESCRIBED PROPERTY IS NO LONGER USED AS A RESTAURANT; SAID THIRTY FEET (30') BEING ADJACENT TO AND SOUTHERLY OF THE SOUTH LINE OF CHARLESTON BOULEVARD.

ATTACHMENT "3"

SCOPE OF DEVELOPMENT PEPES' TACOS

The project undertaken by Participant consists of making improvements to the existing building on the Site in order to commence operations of a dine-in restaurant.

The improvements include: paving work on the existing surface parking lot; installation of a CMU block wall near the Southwestern corner of the Site to prevent ingress from adjacent public street; and minor improvements to the interior of the building, including installation of cooking equipment.

The Participant will provide to the Agency a complete Schedule of Improvements pursuant to Section §208 of the Owner Participation Agreement between the Participant and the Agency.

The Participant is requesting that the Agency contribute the amount required to pay for the paving of the parking lot, not to exceed \$21,000.00, with the specific work as follows, provided that such work complies with all existing code including, but not limited to, the Las Vegas Municipal Code:

- Make necessary sawcuts.
- Excavate approximately 11,402 square feet to a depth of 3".
- Sweeten existing base course as necessary with Type II. Add moisture, and compact to grade on 11,402 square feet.
- Raise 3 manholes to match new grade.
- Pave approximately 11,402 square feet with 1/2 " asphalt to an average finished depth of 3" after compaction with a steel-wheeled vibratory roller.
- Fog Seal approximately 11,402 square feet using SS1H asphalt emulsion.
- Layout and stripe parking lot to accommodate the most vehicles with easy access. Install Two Handicap stalls, poles and signage to meet ADA code. Install up to 30 blocks (splitting stalls) with 6' concrete bumper blocks.

The Participant agrees to acquire three or more written estimates from Nevada Licensed Contractors for the work to be performed.

ATTACHMENT "4"
SCHEDULE OF PERFORMANCE

- | | |
|--|--|
| 1. <u>Execution of Agreement by Participant.</u> The Participant shall execute and deliver the Agreement to the Agency. | Not later than December 19, 2003. |
| 2. <u>Execution of Agreement by Agency.</u> The Agency shall consider the Agreement at a duly held public meeting and vote to authorize execution of the Agreement. If so authorized, Agency shall execute and deliver the Agreement to the Participant. | Within thirty (30) calendar days after approval of the Agreement, or no later than January 16, 2004, whichever occurs first. |
| 3. <u>Submission of Participant's Schedule of Improvements.</u> The Participant shall submit for the Agency's review a Schedule of Improvements to be made to the Site, and to the buildings, fixtures, equipment, and appurtenances thereon, together with documentation indicating the source of Participant funds to be used for such improvements, pursuant to §208 of the Agreement. | Within thirty (30) calendar days after approval of the Agreement, or no later than January 16, 2003, whichever occurs first. |
| 4. <u>City and Governmental Permits.</u> The Agency shall assist in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site. | Not later than March 30, 2004. |
| 5. <u>Submission – Certificates of Insurance.</u> The Participant shall submit certificates of bodily injury and property damage insurance and other such insurances as required pursuant to §204 of the Agreement. | Not later than March 30, 2004. |
| 6. <u>Completion of Improvements.</u> The Participant shall complete the improvements to the Site, and receive a Certificate of Occupancy for the building on the Site, in order to commence operations. | No later than one hundred twenty days following execution of the Agreement, or April 16, 2004, whichever occurs first. |
| 7. <u>Payment Schedule.</u> The Agency will issue payments for this project based on receipt of invoices from the Paving Contractor, inspection of improvements, and verification of costs pursuant to §203 of the Agreement. | As invoices are submitted. |

ATTACHMENT "5"
CERTIFICATE OF COMPLETION

Recording Requested by:
City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, NV 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, by Owner Participation Agreement ("OPA") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to Pepes' Tacos, a Nevada Corporation ("Participant") for the purpose of making improvements to the Site, which is situated in the city of Las Vegas, Nevada, and described on Exhibit "A" attached hereto and made a part hereof; and

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

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

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

...
...
...

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman



ATTEST:

BARBARA JO RONEMUS, Secretary



ATTACHMENT 6

Form of Agreement to be Recorded Affecting Real Property

Recording Requested by:

City of Las Vegas
Redevelopment Agency

After Recordation, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and _____, (hereinafter referred to as the "Participant") with reference to the following:

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

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Participant on _____ (the "OPA").

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

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

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

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

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

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

3. The Participant further covenants and agrees that prior to the issuance date in the Certificate of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Certificate of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

...

...

...

...

...

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

“Agency”

ATTEST:



BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

By: _____

“Participant”



ATTACHMENT "7"
EMPLOYMENT PLAN

The Participant intends to open a second location for his restaurant business, Pepes' Tacos, in the existing building on the Site. The building is currently sitting vacant and thus is underutilized.

Mr. Jose Ceja, President and Owner of the Participant, projects that nine (9) full-time employees, and six (6) part-time employees will be hired or retained as a result of the new business location.

Ms. Ceja has indicated that competitive wages will be paid to his employees.

AFFIDAVIT OF JOSE CEJA

STATE OF NEVADA }
 }ss:
COUNTY OF CLARK }

I, Jose Ceja, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am President of Pepes' Tacos, a Nevada Corporation. Pepes' Tacos ("Participant") is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 2490 Fremont Street ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on December 17, 2003. I own Pepes Tacos at 1401 North Decatur Boulevard, and have operated Pepes Tacos in the Las Vegas area for more than ten years.

2. I purchased the Site on August 29, 2003, and entered into a Deed of Trust and Assignment of Rents with Mr. Larry Hughes, as Trustee. Mr. Hughes is providing 100% financing for the purchase of the Site at a favorable rate due to my established business relationship with Mr. Hughes.

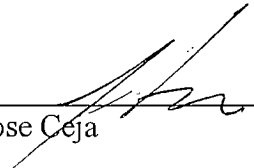
3. I have exhausted all normal means of financing available to me, as evidenced by my 100% first mortgage loan with Mr. Larry Hughes, and by financial statements and tax returns which I submitted for the business.

4. Assistance from the Agency will allow me to improve the parking lot of the Site which will improve the well being of the area.

5. As specified in the Agreement, the contribution of the Agency is needed in order to make the project economically viable.

6. No other means of financing, traditional or otherwise, are available to make the proposed project feasible and result in a reasonable return to the Participant.

DATED this 4th day of December, 2003.


Jose Ceja

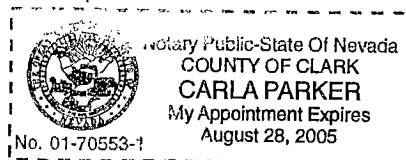
SIGNED AND SWORN TO before

me this 4th day of December, 2003,

by 

NOTARY PUBLIC

My Commission Expires: Aug. 28, 2005



AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 17, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING AN OWNER PARTICIPATION AGREEMENT WITH PEPES' TACOS FOR PROVIDING FUNDS TO ASSIST WITH IMPROVEMENTS TO THE EXISTING SURFACE PARKING, LOCATED AT 2490 FREMONT STREET, APN 162-01-111-005 (NOT TO EXCEED \$21,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 3 (REESE) [NOTE: THIS ITEM IS RELATED TO COUNCIL ITEM #78 (R-182-2003) AND RDA RESOLUTION #3 (RA-6-2003)]

Fiscal Impact

☐

No Impact

Amount: NOT TO EXCEED \$21,000

☒

Budget Funds Available

Dept./Division: OBD/RDA

☐

Augmentation Required

Funding Source: REDEVELOPMENT AGENCY FUNDS

PURPOSE/BACKGROUND:

Through a first deed loan from Larry Hughes, Pepes' Tacos purchased the property at 2490 Fremont to open a second restaurant. The existing building is dilapidated. The owner of Pepes' Tacos, Jose Ceja, has made substantial improvements to the building and has exhausted his funds, and is requesting assistance from the Redevelopment Agency to pay for the cost of resurfacing the existing parking lot, which contains approximately 11,500 square feet, more or less.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Disclosure of Principals
3. Owner's Participation Agreement, with Attachments
4. Affidavit of Jose Ceja
5. Site Map

MOTION:

REESE – APPROVED as recommended – UNANIMOUS with MACK not voting

NOTE: MEMBER MACK announced under the related Council item that because the parking lot is immediately adjacent to the parking lot of a SuperPawn, owned by his brother, STEVEN MACK, for whom he is a consultant, and as the improvement in such proximity to his brother's property could benefit his brother, he would abstain on the item and on related Redevelopment Agency Items 3 and 4

REDEVELOPMENT AGENCY MEETING OF DECEMBER 17, 2003
ITEM 4 - DISCUSSION AND POSSIBLE ACTION REGARDING AN OWNER PARTICIPATION AGREEMENT WITH PEPES' TACOS FOR PROVIDING FUNDS TO ASSIST WITH IMPROVEMENTS TO THE EXISTING SURFACE PARKING, LOCATED AT 2490 FREMONT STREET, APN 162-01-111-005 (NOT TO EXCEED \$21,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 3 (REESE) [NOTE: THIS ITEM IS RELATED TO COUNCIL ITEM #78 (R-182-2003) AND RDA RESOLUTION #3 (RA-6-2003)]

MINUTES:

MEMBER REESE thanked the Redevelopment Agency for working with the applicant to improve this corner. This will be successful, especially given the new Lowe's across the street. CHAIRMAN GOODMAN and MEMBER REESE wished the applicant good luck.

JOSE CEJA was present.

There was no further discussion.

(12:33 – 12:34)

3-848

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: DECEMBER 17, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION TO APPROVE AN OWNER PARTICIPATION AGREEMENT WITH PEPES' TACOS FOR PROVIDING FUNDS TO ASSIST WITH IMPROVEMENTS TO THE EXISTING SURFACE PARKING, LOCATED AT 2490 FREMONT STREET, APN 162-01-111-005 - WARD 3 (REESE)

1. Pepes' Tacos, a Nevada corporation, owns and operates a restaurant located at 1401 North Decatur Boulevard, Las Vegas, Nevada, 89108, and is in the process of opening a second restaurant located at 2490 East Fremont Street, which is located at the Southwest corner of Fremont Street and Charleston, as more particularly described on the Site Map.
2. Pepes' Tacos purchased the real property at 2490 East Fremont Street on August 29, 2003. Pepes' Tacos president and owner, Mr. Jose Ceja, completed the purchase using financing from Larry Hughes, whereby Mr. Hughes took a first trust deed interest in the property through a Deed of Trust and Assignment of Rents.
3. Mr. Ceja is absorbing the cost of making significant improvements to the property, which include: installation of kitchen and refrigeration equipment; installation of new restrooms to ADA standards; signage; installation of a retaining wall on the Southeast corner of the site; and related improvements to the interior of the existing building on site. Mr. Ceja estimates that these costs exceed \$100,000. As a result, the Redevelopment Agency's financial contribution will account for less than 20% of the total cost of improvements needed to make the site operable for Mr. Ceja's business.
4. Mr. Ceja has presented to the Redevelopment Agency three bids for the proposed resurfacing of the on-site parking lot. The estimated cost for this improvement is \$21,000. The Redevelopment Agency will contribute a maximum of \$21,000 for this improvement, subject to review and approval of competitive bids obtained by Mr. Ceja. In the event that the total cost of this improvement exceeds \$21,000, Mr. Ceja shall be solely responsible for the excess cost.
6. The Redevelopment Agency's terms for assistance are specified in the Owner Participation Agreement (OPA). According to the OPA, Mr. Ceja shall maintain sufficient insurance coverage, obtain all necessary permits, and refrain from discrimination during construction. Mr. Ceja also will adhere to an employment plan which is attached to the OPA as Attachment 7.
7. Following completion of the work, the Redevelopment Agency will issue a Certificate of Completion to Mr. Ceja. The Redevelopment Agency also will record an Agreement to be Recorded Affecting Real Property, attached to the OPA as Attachment 6, which shall require as a covenant that Mr. Ceja use the real property in compliance with the Redevelopment Plan.

**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.

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.

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

Block 1	Contracting Entity
Name	PEPES' TACOS
Address	1401 North Decatur Blvd Las Vegas, NV 89108
Telephone	702-429-0640
EIN or DUNS	88-0503312

Block 2	Description
	Subject Matter of Contract/Agreement: Ownership Participation Agreement
RFP #:	N/A

Block 3	Type of Business
☐	Individual
☐	Partnership
☐	Limited Liability Company
☒	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.	Jose Ceja/ President	1401 North Decatur Boulevard Las Vegas, NV 89108	702-429-0640
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: N/A

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.

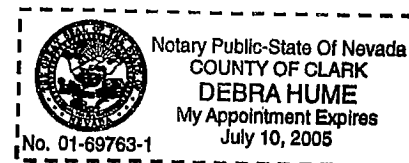
State of Nevada
County of Clark

Subscribed and sworn to before me this 5th
day of

December, 2003.

Debra Hume
Notary Public

[Signature]
Name
12-05-03
Date



OWNER PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY

AND

**PEPES' TACOS
A NEVADA CORPORATION**

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OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into as of the 17th day of December, 2003, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter referred to as the "Agency") and Pepes' Tacos, a Nevada corporation, (hereinafter referred to as the "Participant"). The Agency and the Participant agree as follows:

I. [§100] SUBJECT OF AGREEMENT

[§101] A. Purpose of this Agreement

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

[§102] B. The Redevelopment Plan

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

[§103] C. The Redevelopment Area

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

[§104] D. The Site

The Site is that portion of the Redevelopment Area shown on the "Site Map," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference. The Site is composed of real property presently owned by the Participant.

[§105] **E. Parties to this Agreement**

[§106] **1. The Agency**

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.).

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

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

[§107] **2. The Participant**

The Participant is Pepes' Tacos, a Nevada corporation, whose sole principal and owner is Jose Ceja. The principal address of the Participant is 1401 North Decatur Boulevard, Las Vegas, Nevada, 89108.

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

The Participant qualifies as an "owner participant" as that term is used in the Redevelopment Plan and the Community Redevelopment Law.

The qualifications and the identity of the Participant are of particular concern to the Agency, and it is because of such qualifications and identity that the Agency has entered into this Agreement with the Participant. No voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the Agency pursuant to Section 409 hereof if there is any significant change (voluntary or involuntary) in the ownership, management or control of the Participant.

The Participant shall not assign all or any part of this Agreement without the prior written approval of the Agency.

II. [§200] IMPROVEMENT OF THE SITE

[§201] A. Improvement of the Site by the Participant

[§202] 1. Scope of Development

The Participant represents that it shall develop the Site as provided in the "Scope of Development," attached hereto as Attachment "3" and incorporated herein by reference, within the deadlines as set forth in the "Schedule of Performance," attached hereto as Attachment "4" and incorporated herein by reference.

[§203] 2. Cost of Construction

Except as specified in this section, the cost of developing the Site and rehabilitating and/or constructing all improvements thereon shall be borne solely by the Participant. The Agency shall pay to Participant, or a Nevada licensed contractor under contract with the Participant, the amount not to exceed Twenty-One Thousand and No/100ths Dollars (\$21,000.00) as the Agency's contribution towards parking lot resurfacing costs incurred by the Participant ("Agency Funds") in developing the Site and rehabilitating and/or constructing all improvements. Payment of the Agency Funds shall be subject to the Participant's submittal to the Agency of the costs incurred by the Participant for making improvements to the Site at the Participant's costs, inspection of the improvements by the Agency and verification of such costs by the Agency. The Agency shall have the right to pay the contractor or subcontractor directly for work performed for the Project. Any costs in excess of the Agency Funds shall be borne by the Participant.

[§204] 3. Bodily Injury and Property Damage Insurance; Indemnification

Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) for any person, \$1,000,000 for any occurrence and Five Hundred Thousand Dollars (\$500,000) property damage, and \$10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Certificate of Completion for the Site.

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

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

[§206] **5. Rights of Access During Construction**

Representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees, at normal business hours for the purposes of this Agreement, including, but not limited to, the inspection of the work performed in rehabilitating and/or constructing the improvements.

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

The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

[§208] **7. Schedule of Site Improvements**

The Participant shall submit to the Agency a Schedule of Improvements, Attachment No. 4. The Agency shall have the sole reasonable discretion to approve the Schedule of Site Improvements in accordance with the Scope of Development, Attachment No. 3.

In evaluating the sufficiency of the Schedule of Improvements for the Project, the Agency shall consider whether the Schedule of Improvements provides improvements to the buildings, equipment, and appurtenances on the Site, which are needed for opening the Participant's restaurant business. As such, the Agency will require the following information for each physical improvement to the Site:

1. Detailed description of the work to be performed or which has been performed to date; and
2. The cost of the work to be performed, as evidenced by two or more bids from Nevada licensed contractors, or as evidenced by prior payment of work performed; and
3. The source of the Participant's funds to be used, or used for the work to be performed or performed; and
4. The debt incurred, if any, by the Participant, for the performance of work to be performed or performed; and
5. A description of all required property, liability and title insurance, payment bonds,

performance bonds, and any security interest or collateral required for the work to be performed or performed; and

6. Copies of proposed material loan documents demonstrating any and all encumbrances against the Site, including the Deed of Trust and Assignment of Rents, and Promissory Note through which Participant is named as "Trustee" and through which Larry Hughes, individually, is Beneficiary; and

7. Other related information or documents that Agency may reasonably request.

The Schedule of Improvements shall be submitted to the Agency by the date set forth in Attachment No. 4.

[§209] **B. Prohibition Against Transfer and Assignment of Agreement**

Prior to the issuance of a Certificate of Completion with respect to the construction of the improvements on the Site, the Participant shall not, except as permitted by this Agreement, assign or attempt to assign this Agreement or any rights herein, nor make any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the Site or the improvements thereon, without the prior written approval of the Agency (which approval shall not be unreasonably withheld). This prohibition shall not apply subsequent to the issuance of the Certificate of Completion. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing or rental of all or any portion of the improvements on the Site for the uses specified herein and in the Redevelopment Plan. This prohibition shall also not be deemed to prohibit the granting of any security interests in the Site for the purpose of securing loans or funds to be used for financing the construction of the improvements on the Site.

Any proposed buyer, transferee, conveyee, assignee or lessee shall have the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by the Agency, to fulfill the obligations undertaken in this Agreement by the Participant. Any such proposed buyer, transferee, conveyee, assignee or lessee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency, shall expressly assume all of the obligations of the Participant under this Agreement and agree to be subject to all conditions and restrictions to which the Participant is subject. There shall be submitted to the Agency for review all instruments and other legal documents proposed to effect any such sale, transfer, conveyance, assignment or lease, and, if approved by the Agency, such approval shall be indicated to the Participant in writing.

In the absence of specific written agreement by the Agency, no such sale, transfer, conveyance, assignment or lease, or the approval thereof by the Agency, shall be deemed to relieve the Participant or any other party from any obligations under this Agreement.

[§210] **C. Certificate of Completion**

After the completion of all work set forth in this Agreement on the Site and payment of the Agency funds to Participant, and upon the written request by the Participant, the Agency shall furnish the Participant with a Certificate of Completion, in the form attached hereto as Attachment No. 5 and incorporated herein by reference, which evidences and determines the satisfactory completion of such work. Such Certificate of Completion shall be in such form to permit it to be recorded in the Office of the County Recorder of Clark County. The Certificate of Completion shall not be withheld or delayed by the Agency unless the Participant shall have failed to satisfactorily complete the construction required by this Agreement in substantial compliance with the terms and provisions hereof. Upon issuance of such Certificate of Completion, the respective rights and obligations of the parties with reference to the Site shall be limited to those set forth in the Agreement to be Recorded Affecting Real Property as described in Section 210 of this Agreement.

Such Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Participant to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the construction of the improvements on the Site, or any portion thereof.

[§211] **D. Agreement to be Recorded Affecting Real Property**

Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment No. 6 and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement and by which the Agency agrees to waive its legal right to acquire the Site by eminent domain. The Agency is authorized to, and shall, record the Agreement to be Recorded Affecting Real Property after issuance of the Certificate of Completion pertaining to the Site.

[§212] **E. Employment Plan**

Participant has submitted an Employment Plan, attached hereto as Attachment No. 7, which provides the Participant's plans for addressing employment issues and items as outlined in the Agency's Employment Plan Policy Guidelines.

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

[§301] **A. Use of the Site**

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

[§302] **B. Maintenance of the Site**

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

[§303] **C. Obligation to Refrain from Discrimination**

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

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

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

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

"That there shall be no discrimination against or segregation of any person

or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

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

[§305] **E. Rights of Access**

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

[§306] **F. Effect and Duration of Covenants**

The covenants contained in Sections 301 and 302 of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination contained in Sections 303 and 304 of this Agreement shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site or any part thereof, and the tenants, lessees, sublessees and occupants of the Site, for the benefit of and in favor of the Agency, its successors and assigns, the City and any successor in interest thereto.

IV. [§400] DEFAULTS AND REMEDIES

[§401] **A. Defaults**

Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy

with reasonable diligence and during any period of curing shall not be in default.

[§402] **B. Legal Actions**

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

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

[§403] **C. Applicable Law**

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

[§404] **D. Remedies of the Parties**

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

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

[§406] **2. Intentionally Omitted**

[§407] **3. Remedies of the Agency**

[§408] **a. In General**

[§409] **i. Termination**

During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Participant or such other date as may be specified in the written notice.

[§410] **ii. Return of Agency Funds**

In the event of termination of this Agreement by the Agency, the Participant agrees to return any and all Agency Funds heretofore paid to the Participant pursuant to the

provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Participant shall entitle the Agency to sue the Participant for specific performance as provided in Section 405 and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

V. [§500] GENERAL PROVISIONS

[§501] A. Conflicts of Interest

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

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

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

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

[§503] C. Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the form attached hereto as Attachment "J", all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

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

This Agreement is executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement comprises pages 1 through 13, inclusive, and Attachment Nos. 1 through 7 which constitute the entire understanding and agreement of the parties.

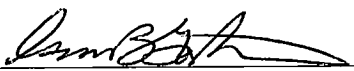
This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

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

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

This Agreement, when executed by the Participant and delivered to the Agency, must be authorized, executed and delivered by the Agency within forty-five (45) days after the date of signature by the Participant or this Agreement shall be void, except to the extent that the Participant may consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairperson

"AGENCY"

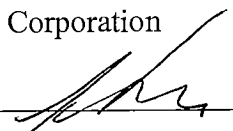
ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 12/3/03
Date

PEPES' TACOS
A Nevada Corporation

By: 
JOSE CEJA, President

"PARTICIPANT"

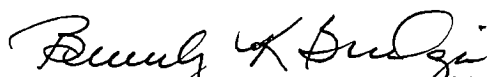
ACKNOWLEDGMENTS

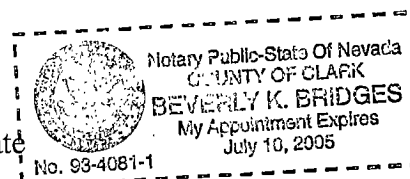
STATE OF NEVADA

SS.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this 19th day of December 2003, by OSCAR B. GOODMAN, Chairperson of the City of Las Vegas Redevelopment Agency.


NOTARY PUBLIC, in and for said County and State



STATE OF NEVADA

SS.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this 4th day of December, 2003, by JOSE CEJA, President of PEPES' TACOS, a Nevada Corporation.


NOTARY PUBLIC, in and for said County and State

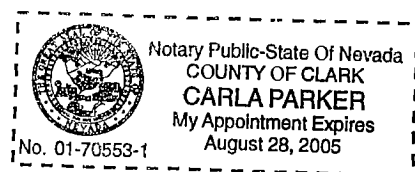
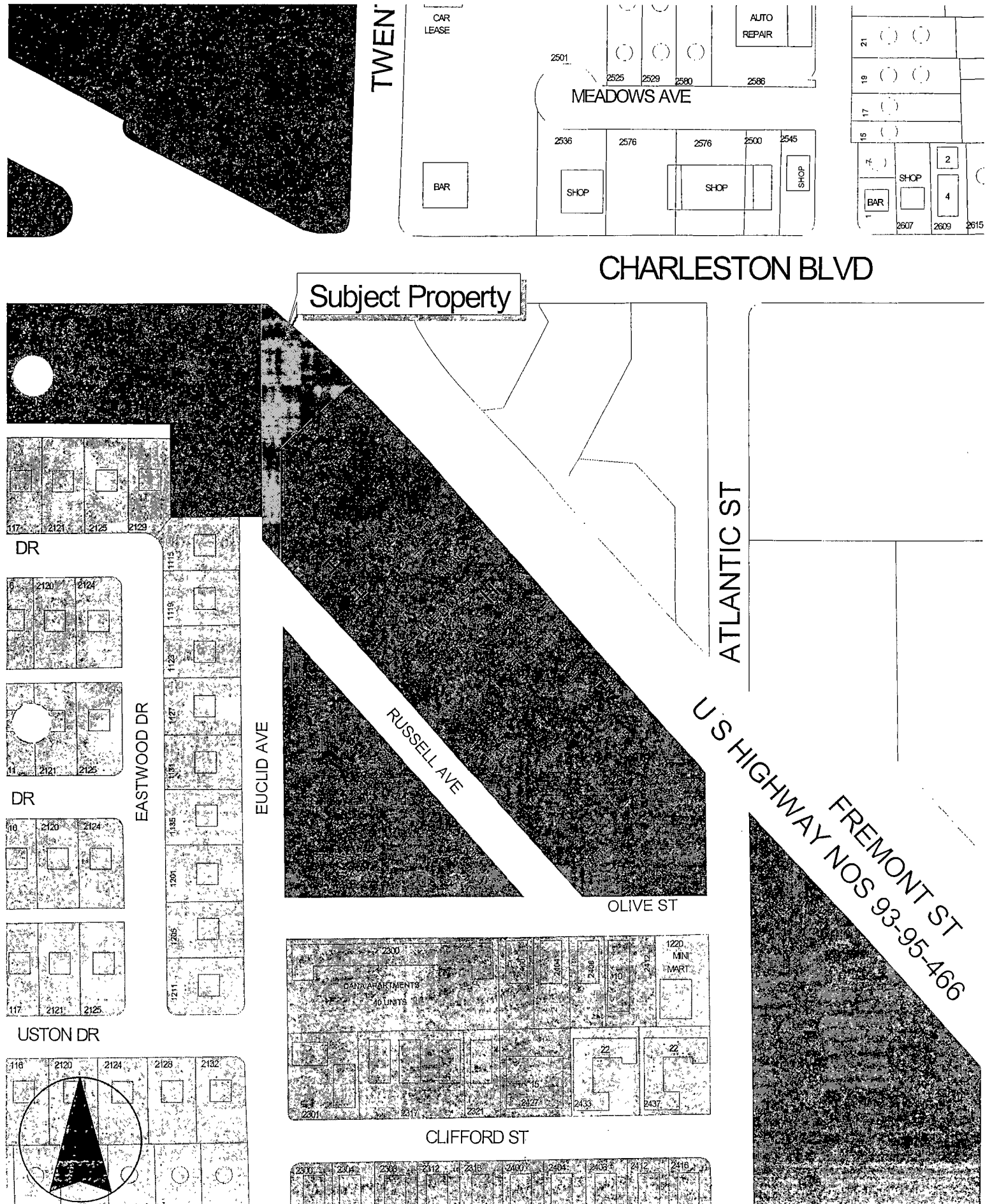


TABLE OF ATTACHMENTS

ATTACHMENT "1"	SITE MAP
ATTACHMENT "2"	LEGAL DESCRIPTION
ATTACHMENT "3"	SCOPE OF DEVELOPMENT
ATTACHMENT "4"	SCHEDULE OF PERFORMANCE
ATTACHMENT "5"	CERTIFICATE OF COMPLETION
ATTACHMENT "6"	AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY
ATTACHMENT "7"	EMPLOYMENT PLAN

ATTACHMENT "1" SITE MAP



ATTACHMENT "2"
LEGAL DESCRIPTION

PARCEL I:

LOTS ONE (1), TWO (2), THREE (3), AND THAT PORTION OF LOT TWENTY-FIVE (25) LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT FOUR (4) IN BLOCK TWO (2), FISHER'S FREMONT STREET-BOULDER DAM HIGHWAY FIRST SUBDIVISION, AS PER MAP ON FILE IN BOOK 2 OF PLATS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

THAT PORTION OF EUCLID AVENUE NOW VACATED LYING NORTHERLY OF THE NORTH LINE OF RUSSELL AVENUE AS VACATED BY RESOLUTION OF COUNTY COMMISSIONERS OF CLARK COUNTY, NEVADA, PASSED DECEMBER 6, 1943 IN BLOCK 2, FISHER'S FREMONT STREET-BOULDER DAM HIGHWAY FIRST SUBDIVISION, AS PER MAP ON FILE IN BOOK 2 OF PLATS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING FROM BOTH PARCELS ANY PORTION THEREOF LYING WITHIN U.S. HIGHWAY NUMBERS 93, 95, 466, (BOULDER HIGHWAY)

RESERVING FROM BOTH PARCELS TO THE PROPERTY DESCRIBED IN EXHIBIT B ATTACHED HERETO A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR AUTOMOTIVE TRAVEL OVER, ALONG AND ACROSS THE TRAVELWAYS TO BE ERRECTED AND/OR USED ON THE PROPERTY HEREINBEFORE DESCRIBED. SUCH RIGHT OF WAY IS TO BECOME NULL AND VOID AT SUCH TIME AS THE HEREINBEFORE DESCRIBED PROPERTY IS NO LONGER USED AS A RESTAURANT.

TOGETHER WITH A NON-EXCLUSIVE RIGHT OF WAY FOR AUTOMOBILE TRAVEL OVER, ALONG AND ACROSS THE NORTHERLY THIRTY FEET (30') OF THE PROPERTY DESCRIBED IN EXHIBIT "B" BELOW.

SUCH RIGHT OF WAY IS TO BECOME NULL AND VOID AS SUCH TIME AS THE HEREINBEFORE DESCRIBED PROPERTY IS NO LONGER USED AS A RESTAURANT; SAID THIRTY FEET (30') BEING ADJACENT TO AND SOUTHERLY OF THE SOUTH LINE OF CHARLESTON BOULEVARD.

ATTACHMENT "3"

SCOPE OF DEVELOPMENT PEPES' TACOS

The project undertaken by Participant consists of making improvements to the existing building on the Site in order to commence operations of a dine-in restaurant.

The improvements include: paving work on the existing surface parking lot; installation of a CMU block wall near the Southwestern corner of the Site to prevent ingress from adjacent public street; and minor improvements to the interior of the building, including installation of cooking equipment.

The Participant will provide to the Agency a complete Schedule of Improvements pursuant to Section §208 of the Owner Participation Agreement between the Participant and the Agency.

The Participant is requesting that the Agency contribute the amount required to pay for the paving of the parking lot, not to exceed \$21,000.00, with the specific work as follows, provided that such work complies with all existing code including, but not limited to, the Las Vegas Municipal Code:

- Make necessary sawcuts.
- Excavate approximately 11,402 square feet to a depth of 3".
- Sweeten existing base course as necessary with Type II. Add moisture, and compact to grade on 11,402 square feet.
- Raise 3 manholes to match new grade.
- Pave approximately 11,402 square feet with 1/2 " asphalt to an average finished depth of 3" after compaction with a steel-wheeled vibratory roller.
- Fog Seal approximately 11,402 square feet using SS1H asphalt emulsion.
- Layout and stripe parking lot to accommodate the most vehicles with easy access. Install Two Handicap stalls, poles and signage to meet ADA code. Install up to 30 blocks (splitting stalls) with 6' concrete bumper blocks.

The Participant agrees to acquire three or more written estimates from Nevada Licensed Contractors for the work to be performed.

ATTACHMENT "4"
SCHEDULE OF PERFORMANCE

1. **Execution of Agreement by Participant.** The Participant shall execute and deliver the Agreement to the Agency. Not later than December 19, 2003.
2. **Execution of Agreement by Agency.** The Agency shall consider the Agreement at a duly held public meeting and vote to authorize execution of the Agreement. If so authorized, Agency shall execute and deliver the Agreement to the Participant. Within thirty (30) calendar days after approval of the Agreement, or no later than January 16, 2004, whichever occurs first.
3. **Submission of Participant's Schedule of Improvements.** The Participant shall submit for the Agency's review a Schedule of Improvements to be made to the Site, and to the buildings, fixtures, equipment, and appurtenances thereon, together with documentation indicating the source of Participant funds to be used for such improvements, pursuant to §208 of the Agreement. Within thirty (30) calendar days after approval of the Agreement, or no later than January 16, 2003, whichever occurs first.
4. **City and Governmental Permits.** The Agency shall assist in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site. Not later than March 30, 2004.
5. **Submission – Certificates of Insurance.** The Participant shall submit certificates of bodily injury and property damage insurance and other such insurances as required pursuant to §204 of the Agreement. Not later than March 30, 2004.
6. **Completion of Improvements.** The Participant shall complete the improvements to the Site, and receive a Certificate of Occupancy for the building on the Site, in order to commence operations. No later than one hundred twenty days following execution of the Agreement, or April 16, 2004, whichever occurs first.
7. **Payment Schedule.** The Agency will issue payments for this project based on receipt of invoices from the Paving Contractor, inspection of improvements, and verification of costs pursuant to §203 of the Agreement. As invoices are submitted.

ATTACHMENT "5"
CERTIFICATE OF COMPLETION

Recording Requested by:
City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, NV 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, by Owner Participation Agreement ("OPA") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to Pepes' Tacos, a Nevada Corporation ("Participant") for the purpose of making improvements to the Site, which is situated in the city of Las Vegas, Nevada, and described on Exhibit "A" attached hereto and made a part hereof; and

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

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

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

...
...
...

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

BARBARA JO RONEMUS, Secretary

ATTACHMENT 6

Form of Agreement to be Recorded Affecting Real Property

Recording Requested by:

City of Las Vegas
Redevelopment Agency

After Recordation, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and _____, (hereinafter referred to as the "Participant") with reference to the following:

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

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Participant on _____ (the "OPA").

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

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

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

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

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

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

3. The Participant further covenants and agrees that prior to the issuance date in the Certificate of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Certificate of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

“Agency”

ATTEST:



BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

By: _____

“Participant”



ATTACHMENT "7"

EMPLOYMENT PLAN

The Participant intends to open a second location for his restaurant business, Pepes' Tacos, in the existing building on the Site. The building is currently sitting vacant and thus is underutilized.

Mr. Jose Ceja, President and Owner of the Participant, projects that nine (9) full-time employees, and six (6) part-time employees will be hired or retained as a result of the new business location.

Ms. Ceja has indicated that competitive wages will be paid to his employees.

AFFIDAVIT OF JOSE CEJA

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, Jose Ceja, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am President of Pepes' Tacos, a Nevada Corporation. Pepes' Tacos ("Participant") is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 2490 Fremont Street ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on December 17, 2003. I own Pepes Tacos at 1401 North Decatur Boulevard, and have operated Pepes Tacos in the Las Vegas area for more than ten years.

2. I purchased the Site on August 29, 2003, and entered into a Deed of Trust and Assignment of Rents with Mr. Larry Hughes, as Trustee. Mr. Hughes is providing 100% financing for the purchase of the Site at a favorable rate due to my established business relationship with Mr. Hughes.

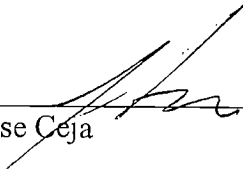
3. I have exhausted all normal means of financing available to me, as evidenced by my 100% first mortgage loan with Mr. Larry Hughes, and by financial statements and tax returns which I submitted for the business.

4. Assistance from the Agency will allow me to improve the parking lot of the Site which will improve the well being of the area.

5. As specified in the Agreement, the contribution of the Agency is needed in order to make the project economically viable.

6. No other means of financing, traditional or otherwise, are available to make the proposed project feasible and result in a reasonable return to the Participant.

DATED this 4th day of December, 2003.



Jose Ceja

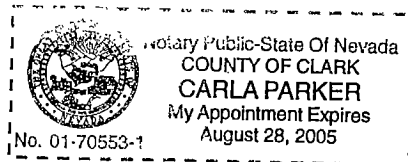
SIGNED AND SWORN TO before

me this 4th day of December, 2003,

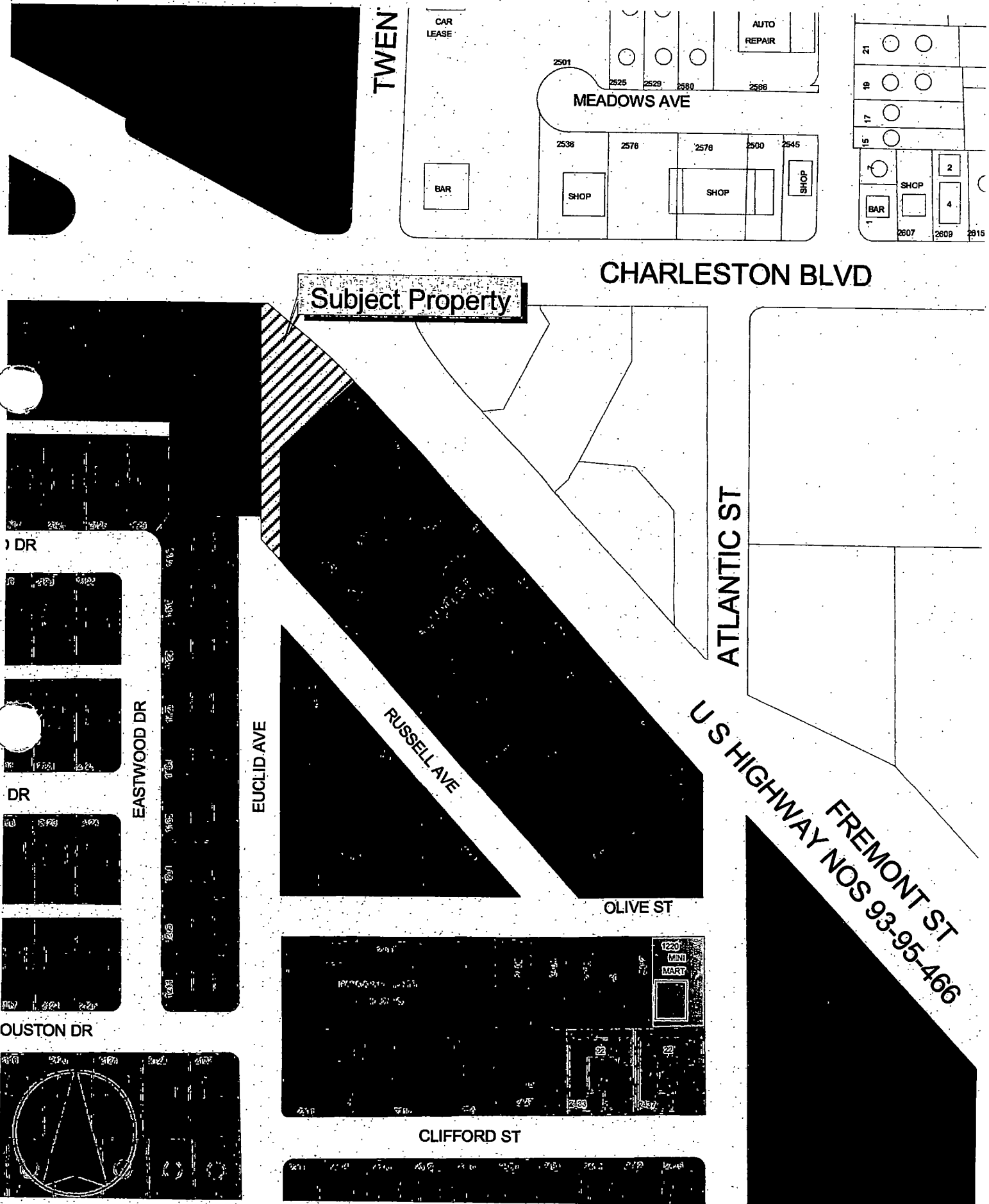
by Carla Parker

NOTARY PUBLIC

My Commission Expires: Aug. 28, 2005



SITE MAP



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 17, 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:

ANTHONY HODGES, 3640 Las Vegas Boulevard North, pointed out a double standard used for parades. St. Patrick's and Veteran's Day parades are treated differently than the Martin Luther King parade. The Martin Luther King Day parade is the only one that is required to provide barricades. CHAIRMAN GOODMAN verified with staff that the barricades are required by the Las Vegas Metropolitan Police Department and outside his jurisdiction. That will have to be addressed by the Sheriff. MR. HODGES wished everyone happy holidays.

(12:34 – 12:37)

3-885

TOM McGOWAN, citizen of Las Vegas, commended COUNCILMEN REESE and WEEKLY for the work on the East Fremont Street item. Public art is for the entire City, even though it is a difficult matter to address. It is his belief that people earn respect and he likes to give credit where it is due. He wished everyone happy holidays.

(12:37 – 12:38)

3-955

BEATRICE TURNER, West Las Vegas, stated her agenda comes in the mail and this is her favorite part. She protested that MR. EDMONDS was not required to report at this meeting, even though he will be coming back before the Board 1/7/2004. If that project does not get funded, she will be presenting an alternative.

(12:38 – 12:40)

3-1033

City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF DECEMBER 17, 2003 CITIZENS PARTICIPATION

MINUTES - Continued:

TODD FARLOW, 240 North 19th Street, yielded his three minutes to MR. CONTRARAS.

DAN CONTRARAS, Bonanza Village, noted that his neighborhood association requested a mural on the Bonanza Wall and he urged the Board to look in West Las Vegas when funds are allocated. He protested that the hurdles to redeveloping West Las Vegas have existed for years and include the day laborers. The laborers take up the bus stops and prevent them from being utilized by the elderly. That looks bad for the community and the ordinance is not being enforced fining the businesses that pick up these men. Some of these men also urinate in public. A facility was established to get them off the street. Panhandlers are now accosting traffic. This creates a perception that keeps people out of West Las Vegas. The concentration of subsidized housing diminishes income levels to a degree that business will not come in. He cited a key rental/ownership development. He opposed using the Veterans building for the State mental hospital. Services are already concentrated in an area that desperately needs positive development.

(12:40 – 12:47)

3-1085

AL GALLEG0, citizen of Las Vegas, stressed that the City is falling apart. The closed door meeting should be held in public so that the citizens know what is happening.

(12:47)

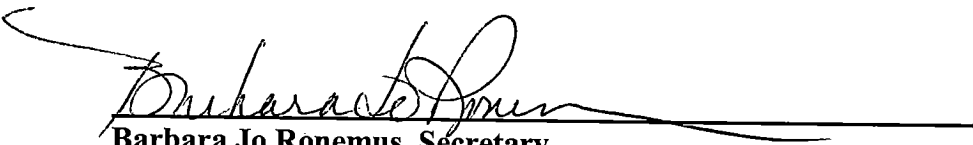
3-1320

THE MEETING ADJOURNED AT 12:47 P.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

January 2, 2004


Barbara Jo Ronemus, Secretary