

512

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

# MINUTES

Meeting of  
JANUARY 7, 2004  
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 11:58 A.M.  
Adjourned: 12:47 P.M.

C

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

APPROVED BY REFERENCE: March 3, 2004

ATTEST:

SECRETARY

CHAIRMAN

25✓

# 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, JANUARY 7, 2004  
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](http://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. RECEIVE A REPORT, DISCUSSION, AND TAKE POSSIBLE ACTION REGARDING EDMOND TOWN CENTER, LLC, FROM THEIR REPRESENTATIVE ON THE DEVELOPMENT STATUS OF EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, A.P.N. 139-28-503-024 - WARD 5 (WEEKLY)
- 2. DISCUSSION AND POSSIBLE ACTION REGARDING A FUNDING AGREEMENT FOR NEW MARKETS TAX CREDIT CONSULTANT WITH THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION (\$55,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 1 (MONCRIEF)

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





# City of Las Vegas

## REDEVELOPMENT AGENCY AGENDA MEETING OF: JANUARY 7, 2004

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](http://www.kclv.tv). THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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

### **MINUTES:**

CALLED TO ORDER BY CHAIR GOODMAN AT 11:58 A.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.

(11:58)  
2-3246

**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: JANUARY 7, 2004**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: IAIN VASEY (ACTING)**

**SUBJECT:**

RECEIVE A REPORT, DISCUSSION, AND TAKE POSSIBLE ACTION REGARDING EDMOND TOWN CENTER, LLC, FROM THEIR REPRESENTATIVE ON THE DEVELOPMENT STATUS OF EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, A.P.N. 139-28-503-024 - WARD 5 (WEEKLY)

**Fiscal Impact**

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

**PURPOSE/BACKGROUND:**

Pursuant to the Second Amendment to the Disposition and Development Agreement between the Redevelopment Agency and Nucleus Investments, Inc./Edmond Town Center, LLC, the Redevelopment Agency is scheduling a Progress Report to be recurring on a monthly basis until completion of the construction. Per the Agreement, Edmond Town Center, LLC is required to close on a development loan by January 5, 2004, and to commence construction by January 12, 2004.

**RECOMMENDATION:**

Receive a report and direct staff accordingly.

**BACKUP DOCUMENTATION:**

1. Disclosure of Principals
2. Locator Map

**MOTION:**

**WEEKLY – APPROVED a 60-day extension and amended DDA Schedule B as recommended – UNANIMOUS**

**MINUTES:**

IAIN VASEY, Acting Director, Business Development, reported that the developer was required to close on permanent financing by January 5 and begin construction by January 12. On New Year's Eve, staff received a facsimile from the developer requesting a 60-day extension because the financing was not yet in place. He deferred to DAVID SMITH, the developer, to give an explanation.

REDEVELOPMENT AGENCY MEETING OF JANUARY 7, 2004

Business Development

Item 1 – Receive a report, discussion, and take possible action regarding Edmond Town Center, LLC, from their representative on the development status of Edmond Town Center, a retail shopping center to be constructed at the southwest corner of "H" Street and Owens Avenue, APN 139-28-503-024

**MINUTES – Continued:**

MR. SMITH gave an overview of the status of the financing for the various components of this project. Escrow closed on Parcel A and since then the developer has substantially upgraded the appearance and functionality of the existing center. The approximate 3,000 square feet of vacant space in the existing center was leased, one portion of it to Wells Fargo Bank. In order to enhance the ability to finance the existing center, the developer addressed the outstanding issue of the term of the AutoZone lease and successfully negotiated a three-year extension on the initial term.

The developer has also obtained an executed term document from Credit Lyonnais, a recognized institutional lender, for a construction loan in an amount sufficient to satisfy the obligation to construct an additional 75,000 square feet of in-line retail space. In accordance with the procedures of the bank, the developer has provided \$120,000, which includes \$70,000 as an application fee for the loan and \$50,000 for estimated expenses of lender. In order to obtain final credit approval, certain pre-leasing requirements still have to be met. He affirmed that the developer and the parties who are working with the developer are applying all reasonable efforts to satisfy the spirit and the letter of the DDA. Edmond Town Center, LLC, and its members have cumulatively invested \$7 million in this project, which speaks to the commitment to the success of this project and to providing the community with what it reasonably needs and deserves in terms of services and retail.

CHAIRMAN GOODMAN asked when construction would commence with the requested extension. MR. SMITH assured the members that he would not come back within 60 days asking for more time. Based on additional dialogue with the national head of leasing and the lender, he hopes to have within 60 days documentation indicating that the pre-leasing requirements were met and approval of the loan. Once that is in place, it would probably take another 30 days to actually close the loan, and then ten days to two weeks to begin construction.

MEMBER WEEKLY remarked that one of the issues is securing the tenants. Public perception is not a big factor to him, because he fully understands some of the issues with the property. It has been sitting idle for a long time, and it will continue to do so even if the requested extension is not granted. He is sure of this because he has participated in meetings and heard the realistic perceptions of developers regarding this property. He requested the developer candidly answer if this project can be done. JOHN EDMOND, Edmond Town Center, answered that it depends on the leasing. Ninety percent of the tenants are national credit tenants. The community is no longer able to sustain ma-and-pa tenants. But serious efforts are being made on a national and local level. The project is difficult, but he is looking at it long-term. The area is going to have to grow like the rest of the Valley and national tenants are beginning to realize it.

REDEVELOPMENT AGENCY MEETING OF JANUARY 7, 2004

Business Development

Item 1 – Receive a report, discussion, and take possible action regarding Edmond Town Center, LLC, from their representative on the development status of Edmond Town Center, a retail shopping center to be constructed at the southwest corner of "H" Street and Owens Avenue, APN 139-28-503-024

**MINUTES – Continued:**

MR. SMITH added that the project has gone further than the Magic Johnson project, but not enough. Part of the issues is that they have to repair credibility and deal with the perceptions of the neighborhood that MEMBER WEEKLY alluded to. Currently there are 44,212 square feet of space under letter of intent negotiations. There is another 40,000 square feet of space represented by tenants who are in the midst of performing their site inspections. There is a level of commitment and professionalism to this project that was not there historically on previous projects. The odds of being successful today are greater than in the past, and this is probably due to the investment already made. MR. SMITH assured the Agency members that he would like to proceed as quickly as possible, but some of it depends on the lending, so he cannot say with precision.

MR. EDMOND interjected that if the area is going to develop as desired, it will take the knowledge, skill, and the financing that is in place to do so. He would hate to think that this project is not doable, because he lives in the neighborhood.

MEMBER WEEKLY stated that he has spoken to several residents of West Las Vegas who have concerns about this project. As much as he wants development in the area, he has to remain realistic about the perceptions of the area. He advised MR. EDMOND that this 60-day extension is final.

CHAIRMAN GOODMAN was sympathetic to MEMBER WEEKLY. L'Octaine is a wonderful project that took a long time to get underway. He believes that this too is a great project that he hopes is successful because he really wants this area of town to succeed.

MEMBER WEEKLY asked MR. EDMOND what he expects to accomplish within the 60-day timeframe. MR. EDMOND assured MEMBER WEEKLY that he would get it done. MEMBER WEEKLY thanked MR. VASEY and DEPUTY CITY ATTORNEY TERESITA PONTICELLO for their commitment to this project. If this project does not succeed, it will not be because the City did not do its part. MR. EDMOND agreed that the City has been a great partner. MR. SMITH reiterated that the commitment is there.

MR. VASEY indicated that the 60-day extension would require amendments to Schedule B-2 of the DDA. Section 23 to allow close on development 3/5/2004, Item No. 25 would be extended 60 days from 1/12 to 3/12, and completion of construction under Item No. 26 would be extended from 1/12/2005 to 3/12/2005. MR. SMITH concurred.

There was no further discussion.

(11:58 – 12:25)

2-3274/3-1

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

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

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

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

<b>Block 4</b>	<b>Disclosure of Ownership and Principals</b>		
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.			
	<b>FULL NAME/TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
1.	Nucleus Investments, Inc.	2810 W. Charleston, Suite 78H Las Vegas, NV 89102	(702) 646-0220
2.	WSA Westland Associates, LLC	100 Ring Road West Garden City, NY 11530	(516) 248-4920
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

**Block 5 - Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: Not applicable  
 Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

John Edmond  
 John Edmond **Name**

August 8, 2003  
 Date

Subscribed and sworn to before me this 17th  
 day of

August ~~2001~~ 2003  
Marsha D. Stallworth  
 Notary Public

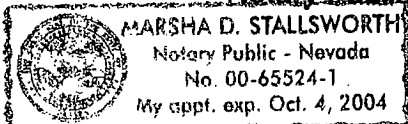
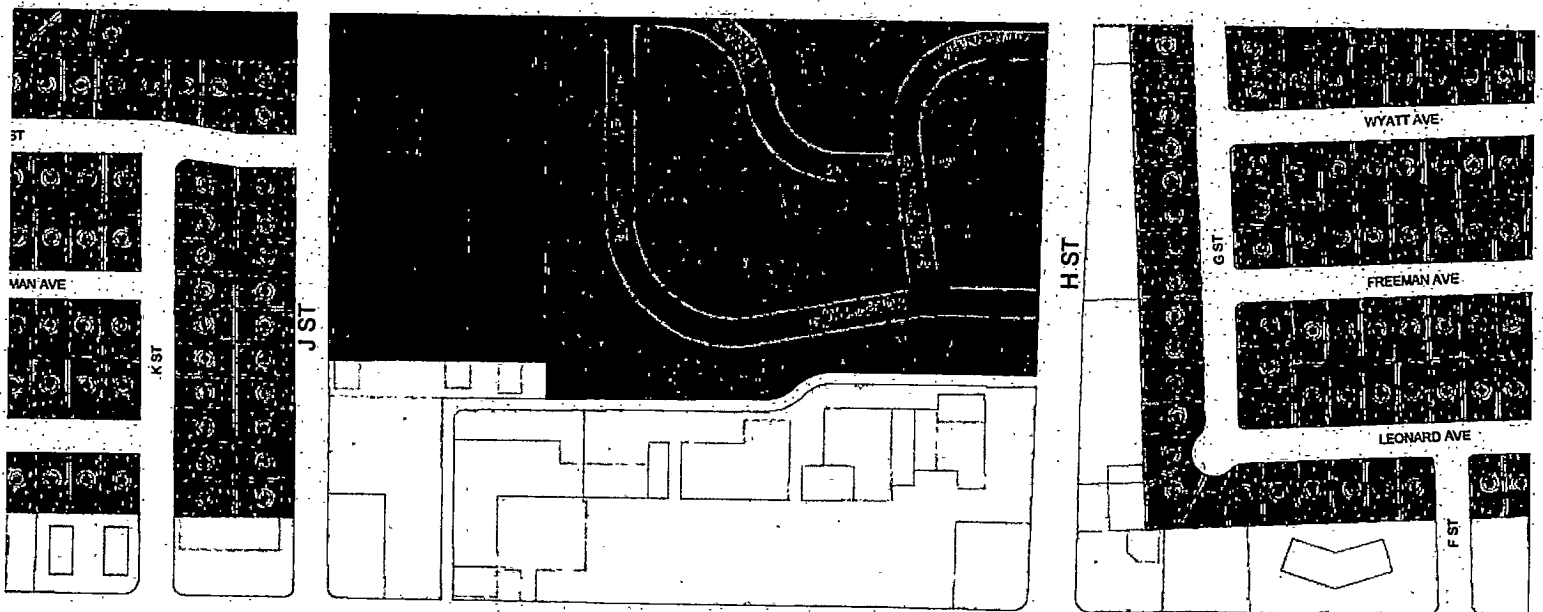
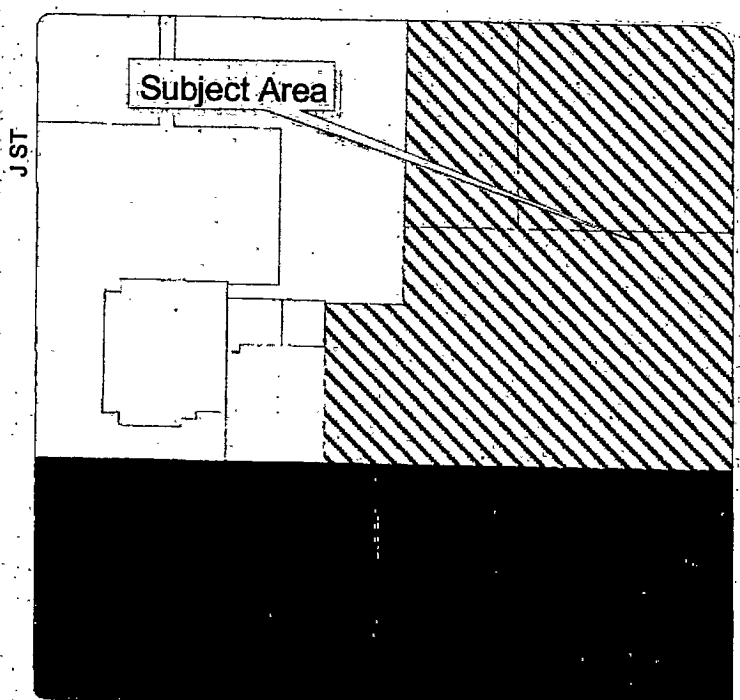
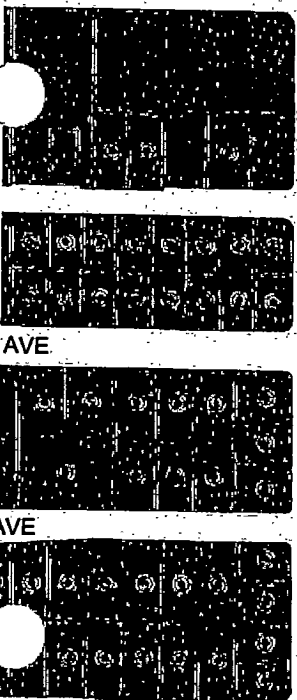


EXHIBIT 1  
DISCLOSURE OF PRINCIPALS ADDENDUM  
WSA WESTLAND ASSOCIATES, LLC

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

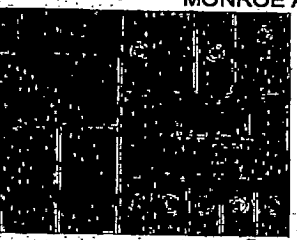


OWENS AVE

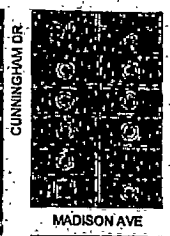
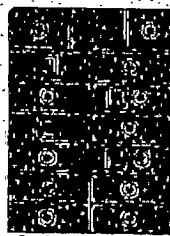
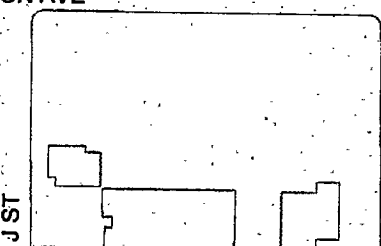
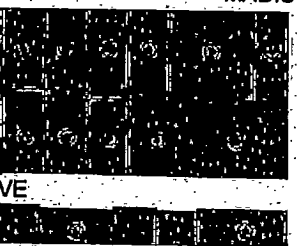


Subject Area

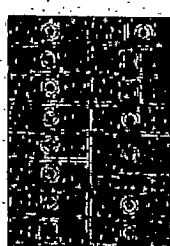
MONROE AVE



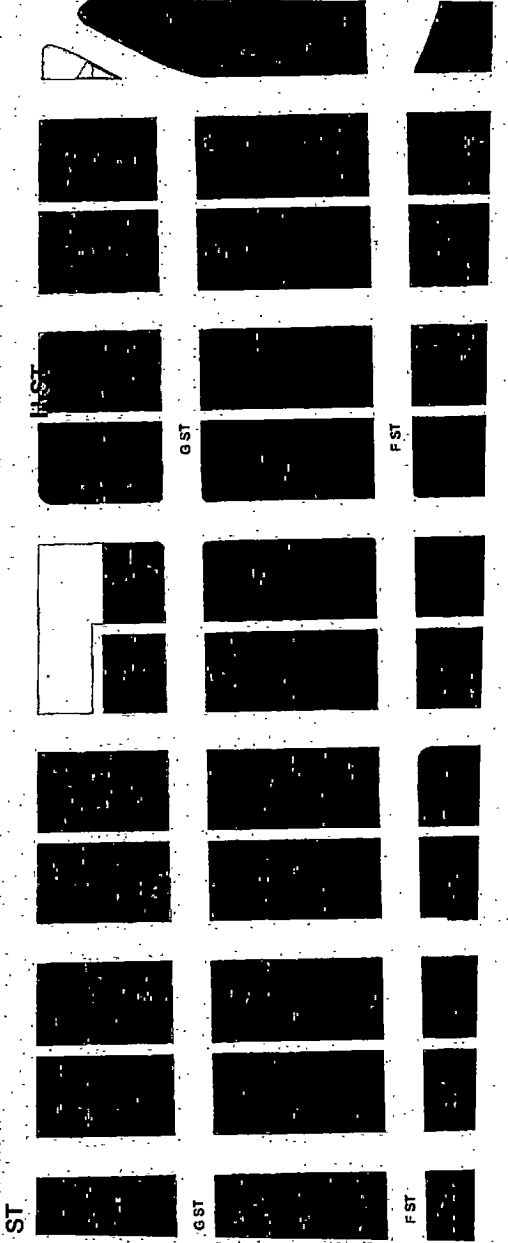
MADISON AVE



MADISON AVE



CUNNINGHAM DR



# Site Map



**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: JANUARY 7, 2004**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: IAIN VASEY (ACTING)**

**SUBJECT:**

DISCUSSION AND POSSIBLE ACTION REGARDING A FUNDING AGREEMENT FOR NEW MARKETS TAX CREDIT CONSULTANT WITH THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION (\$55,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 1 (MONCRIEF)

**Fiscal Impact**

<input type="checkbox"/>	<b>No Impact</b>	<b>Amount:</b> \$55,000
<input checked="" type="checkbox"/>	<b>Budget Funds Available</b>	<b>Dept./Division:</b> OBD/RDA
<input type="checkbox"/>	<b>Augmentation Required</b>	<b>Funding Source:</b> 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, a State chartered 501(c)3 non-profit corporation, one of which is this \$55,000 allocation towards a contract to assist the association form a federally certified Community Development Entity, that can then make application for New Markets Tax Credits. This \$55,000 can be considered one time seed money towards the association's goal of attaining tax credits.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

1. Agreement
2. Area Map, indicating general boundary of the Las Vegas Arts District

**MOTION:**

**MONCRIEF – APPROVED as recommended – UNANIMOUS**

**MINUTES:**

JACK SOLOMON, President of the LV Arts District Neighborhood Association, and MICHAEL MUSHKIN, General Counsel and Board Member of the Arts District Neighborhood Association, were present.

IAIN VASEY, Acting Director, Redevelopment Agency, reviewed the information under the Purpose/Background section above. He indicated that this involves a federal program that supports redevelopment. The first step will be the creation of a certified Community Development Entity (CDE) and the Association will retain a tax credit consultant to assess the areas' eligibility, identify

REDEVELOPMENT AGENCY MEETING OF JANUARY 7, 2004

Business Development

Item 2 – Discussion and possible action regarding a funding agreement for new markets tax credit consultant with the Las Vegas Arts District Neighborhood Association (\$55,000 – Redevelopment Agency Funds)

**MINUTES – Continued:**

potential projects, and create the structure to apply for federal new markets tax credits. The association has indicated that they will be interviewing six firms to perform this work. If the contract is approved, the selected firm will complete the creation of the CDE by June and submit the Arts District's application for new markets tax credits by September 2004.

MEMBER MONCRIEF confirmed with MR. VASEY that this includes the City's total contribution. She then stated that this is extremely needed for the Arts District and the redevelopment area.

There was no further discussion.

(12:25 – 12:27)

3-661

**THE LAS VEGAS ARTS DISTRICT  
FUNDING AGREEMENT FOR NEW MARKETS TAX CREDIT CONSULTANT**

THIS AGREEMENT is made and entered into this 7 day of January, 2004, 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 the "Agency") and **THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION**, a Nevada non-profit corporation whose principal office is located at S 2 Art Center, One East Charleston, Las Vegas, Nevada 89101 (hereinafter the "Association").

**RECITALS**

WHEREAS, the Agency has been working in concert with the Association and other City of Las Vegas departments and staff members; and

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

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

WHEREAS, the Association formally requested certain financial assistance from the Agency to retain a New Markets Tax Credit consultant to assist in the development of the LVAD; and

WHEREAS, the Agency did reallocate certain funds within the Fiscal Year 2003 – 2004 Agency budget to help implement the LVAD; and

WHEREAS, the Agency and the Association understand and accept that the Agency will only provide up to Fifty Five Thousand Dollars (\$55,000) to execute the actual Scope of Services outlined herein ("Phase 1"), and that funds for future phases of the Consultant's services or any additional work will be provided by the Association or individual property owners within the LVAD;

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

**SECTION I. DEFINITIONS**

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

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

"Agency" means the City of Las Vegas Redevelopment Agency, its Board of Directors and its

staff, as established under Nevada Revised Statutes Chapter 279 in 1986, and amended thereafter.

"Association" means the Las Vegas Arts District Neighborhood Association, a Nevada non-profit corporation, whose primary place of business is care of Jack Solomon, President, S 2 Art Center, One East Charleston, Las Vegas, Nevada 89101.

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

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

"Project" means the execution of the Scope of Services, and production of the Deliverables within the schedule of performance.

"Reimbursable Costs" means the actual out-of-pocket expenses incurred by Consultant in connection with the services performed herein and includes only the following, to wit: airfare (economy class), baggage handling, hotel accommodations (single room rate), auto rental (based upon the lowest automobile classification appropriate for the size of the group requiring use of the vehicle), meals (Thirty-Five Dollars (\$35) per diem per person), parking and ground transportation and toll fees. All items of Reimbursable Costs shall be in compliance with the City's Travel Policy, as amended from time to time. The City's Travel Policy shall take precedence over any conflicting terms between this Agreement and the Travel Policy. All reimbursable costs shall be included in the overall project fee. In no event shall the Agency's total contribution exceed Fifty Five Thousand Dollars (\$55,000).

## SECTION II. CONSULTANT AND SCOPE OF SERVICES

With the concurrence of the Agency as to the particular selection, the Association shall retain the services of a recognized and experienced New Market Tax Credit Consultant (hereinafter the "Consultant") to provide its technical knowledge, skill and expertise to perform the Scope of Services described herein pursuant to the requirements of this Agreement. Consultant shall be required by Association to complete performance of the Scope of Services as described in Section III in accordance with the schedule of performance therein.

Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by Consultant, its subcontractors and consultants and its and their principals, officers, employees and agents under Association's agreement with Consultant.

## SECTION III. SCOPE OF SERVICES

The Consultant shall perform the following Scope of Services within the time frames indicated:

- Take all steps necessary to create a Community Development Entity for the LVAD by June 2004, for the purpose of making application for New Market Tax Credit.
- Submit a New Market Tax Credit application by end of September 2004.

#### SECTION IV. TERM OF AGREEMENT

This Agreement shall commence as of the date this Agreement is approved by the Agency until completion of the Scope of Services, unless sooner terminated in the event Consultant completes the services required before the Expiration Date or this Agreement is terminated pursuant to Article VIII.

#### SECTION V. INSPECTION OF SERVICES AND ACCEPTANCE

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

B. Acceptance. Consultant, Association and Agency shall mutually develop an "Acceptance" procedure for each service.

C. Unsatisfactory Performance. If Consultant shall not have performed the Scope of Services in a timely manner, or in a manner acceptable to the Association or Agency, Consultant will be notified in writing that its performance is unsatisfactory and in breach of this Agreement. Consultant agrees to remedy its unsatisfactory performance within five (5) calendar days of receipt of notice thereof, or to commence such a remedy and to complete it within a reasonable time (not to exceed 15 calendar days). Failure to remedy the breach as provided herein shall entitle the Agency to terminate this Agreement for cause pursuant to Section VIII. The Agency shall not be obligated to make any inspections, and the failure to make such an inspection shall not relieve Consultant of its responsibility for performing the services in accordance with the terms of this Agreement.

#### SECTION VI. COMPENSATION

A. Compensation. For the services provided under this Agreement, the Agency agrees to compensate Consultant upon the basis of the completion of certain services as more specifically set forth herein, in the total sum of Fifty Five Thousand Dollars (\$55,000) for professional services including all reimbursable expenses. Association agrees to pay all additional costs for the services and expenses of Consultant required to complete the Scope of Services.

B. Invoice. Consultant and Association shall submit a monthly invoice to the Agency for payment of the services rendered to date and any reimbursable expenses. At a minimum, the invoice shall specify the date of the invoice, Consultant invoice number, invoice total, year-to-date invoice/payment history, and the total amount due as of the invoice date. The president of the Association shall certify in writing to the Agency that all work has been completed in accordance with the approved Scope of Work, and shall request Agency payment of its share of fees.

C. Payment. The Agency shall have forty five (45) days from receipt to verify and pay the monthly invoice. With the exception of meals that are given a per diem amount, for each request for reimbursement of Reimbursable Costs, Consultant shall submit receipts in support thereof as part of the monthly invoice. In no event shall the Agency's share of costs of fees exceed Fifty Five Thousand

Dollars (\$55,000).

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

## SECTION VII. DEFAULT

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

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

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

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

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

## SECTION VIII. TERMINATION

A. Termination for Cause.

1. If any such Event of Default continues for ten (10) working days after written notice to Association and Association fails to cure within the ten (10) day period, Agency may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, finish the work by such means as the Agency may see fit, deduct from any balance due Consultant the reasonable and necessary cost of finishing the work.

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

B. Termination Without Cause. The Agency or Association may terminate this Agreement

without cause by providing thirty (30) days written notice to terminate. If the termination is for the convenience of the Agency, the Association and Consultant shall submit a final invoice within thirty (30) days of termination. The Agency shall pay Consultant costs incurred up to the effective date of termination. Consultant shall deliver or otherwise make available to the Association and Agency all deliverables up to the date of termination.

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

#### **SECTION IX. CONFLICT OF INTEREST**

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

#### **SECTION X. ASSOCIATION AND CONSULTANT ARE INDEPENDENT CONTRACTORS**

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

#### **SECTION XI. NOTIFICATIONS**

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

AGENCY:

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

ASSOCIATION:

Las Vegas Arts District  
c/o Jack Solomon, President  
S 2 Art Center, One East Charleston  
Las Vegas, Nevada 89101.

## SECTION XII. OWNERSHIP AND ACCEPTANCE OF DELIVERABLES

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

B. All Deliverables prepared by Consultant shall be reviewed and accepted by the Agency as well as by the Association as to compliance with the requirements of this Agreement. The Agency shall be able to utilize all deliverable work products, and information contained therein, for its future use.

## SECTION XIII. ASSIGNMENT

Association shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title or interest in or to the same, or any part thereof, without prior written consent of the Agency.

## SECTION XIV. MISCELLANEOUS

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

B. Attorney Fees. In the event of any litigation in any way arising out of or relating to this Agreement, each party shall pay its own costs and expenses, including reasonable attorneys' fees.

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

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

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

F. Effective Date. The effective date of this Agreement shall be the date that the Agency executes the same, and such date shall be inserted in the first paragraph of this Agreement.

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

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

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By:   
OSCAR B. GOODMAN, Chairperson

"AGENCY"

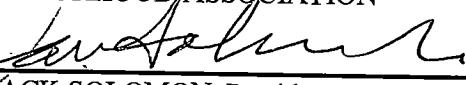
ATTEST:

  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12-22-03  
Deputy Agency Counsel                      Date

LAS VEGAS ARTS DISTRICT  
NEIGHBORHOOD ASSOCIATION

By:   
JACK SOLOMON, President

"ASSOCIATION"



# Site Map



**AGENDA SUMMARY PAGE  
REDEVELOPMENT AGENCY MEETING OF: JANUARY 7, 2004**

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:**

BEATRICE TURNER, West Las Vegas resident, stated that the West Las Vegas residents and the City have been going around in circles with JOHN EDMOND. He left a public housing development halfway done after he received the funding. Even if he obtains funding for the Edmond Town Center within 60 days, who is going to guarantee he will finish the project? She said that when a dog bites, it is the dog's fault. But when that person goes down the same street where the biting dog is, it is the person's fault. She noted that since MR. EDMOND'S name went up on the building, there has been a lot of criminal activity in the area. There was a drive-by shooting at the nearby AutoZone, which now wants to relocate.

(12:27 – 12:30)

**3-736**

TODD FARLOW, 240 N. 19<sup>th</sup> Street, indicated that he wants the Holsum Bakery building included in the Arts District. CHAIRMAN GOODMAN indicated that escrow did close on the Holsum Bakery.

(12:30 – 12:31)

**1-828**

DAN CONTRERAS, Bonanza Village resident, indicated that the 60-day extension does not bother him. What bothers him is that he has not seen a project on paper. He then showed five pictures depicting two fenced properties and three boarded buildings, which, in his opinion, feeds into the already bad perception of West Las Vegas. Viable residential developments are needed in West Las Vegas in order to have the rooftops to support commercial development. He urged CHAIRMAN GOODMAN to speak up and make the redevelopment of West Las Vegas a priority.

(12:31 – 12:36)

**3-864**

# City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF JANUARY 7, 2004  
Citizen Participation

## MINUTES – Continued:

AL GALLEGO, Las Vegas resident, requested the potential \$1.5 million the City should be receiving soon be used to do median landscaping along Las Vegas Boulevard from Bonanza to the North Las Vegas boundary. He is going to keep a close eye on that money. He also noted that the Mayor did not mention any of the projects in this area at his State of the City Address.

(12:36 – 12:37)

**3-1020**

LEE HAYNES mentioned that he is not a resident of the City of Las Vegas, he has heard about the problems of redevelopment in the City, and that he has been involved in many eminent domain battles. He noted that a successful petition for writ of search concerning eminent domain was timely filed with the Supreme Court. A group of property owners are developing an organization called the Downtown Turnaround Organization whose goal will be to try to improve their businesses and properties. He requested the Councilmembers make themselves more available to this group to hear their ideas. Lastly, he commended the Mayor for driving development on the 61 acres.

(12:37 – 12:41)

**3-1072**

JOE MAVIGLIA, 1695 Fair Haven, said that he was impressed with the fine the Mayor imposed on La Fuente, Inc. He requested some of that money be used to implement his H&E concept in order to put some of the poor youth to work and keep them out of prison. In listening to BEATRICE TURNER, he opined that it would benefit the Council to make sure that JOHN EDMOND'S project is heavily bonded, given his track record of failed projects. Lastly, he expressed his disappointment at the Councilmembers for their attacks on COUNCILWOMAN MONCRIEF under Item 49 of the 1/7/2004 Council meeting. The same happened with STEVE MILLER when he served on the Council. He was very honest and fought corruption. He urged the Council to be easy on COUNCILWOMAN MONCRIEF.

(12:41 – 12:45)

**3-1190**

As far as West Las Vegas and one of the properties DAN CONTRERAS referred to, which is adjacent to Parcel B of the Edmond Town Center project, MEMBER WEEKLY said that it is a huge hindrance to the development. Neighborhood Services staff members have the wheels in motion to try to address this issue. He has tried to explain to many of West Las Vegas constituents that they cannot compare West Las Vegas to Summerlin. West Las Vegas has suffered years of neglect and it is going to take time to bring it up to speed. He noted that JOHN EDMOND has not received a penny from the City, only the land, which will revert back to the City if the project funding is not obtained. Waiting 60 days is not going to hurt because nothing can be done on the

# City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF JANUARY 7, 2004  
Citizen Participation

**MINUTES – Continued:**

land within that time. He asked his constituents to be patient and appreciated the support of his colleagues. CHAIRMAN GOODMAN pointed out that anything worthwhile is worth waiting for.

(12:45 – 12:47)

3-1344

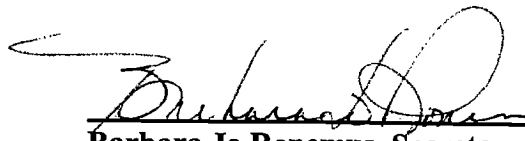
**THE MEETING ADJOURNED AT 12:47 P.M.**

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

February 12, 2004



Barbara Jo Ronemus, Secretary