5.✓

DOWNTOWN LAS VEGAS

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

MINUTES

Meeting of
MARCH 3, 2004
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 11:13 A.M.
Adjourned: 12:42 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: April 21, 2004

ATTEST:

SECRETARY

CHAIRMAN

65✓

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, MARCH 3, 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. 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 JANUARY 7, 2004 AND JANUARY 21, 2004
2. DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM A WORLD MARKET CENTER LLC, REPRESENTATIVE, ON COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT PLAN AS AGREED UPON IN THE OWNER PARTICIPATION AGREEMENT, APNs 139-33-610-004, 139-33-511-003, AND 139-33-511-004 - WARD 5 (WEEKLY)
3. DISCUSSION AND POSSIBLE ACTION REGARDING EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, APN 139-28-503-024 - WARD 5 (WEEKLY)

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
Clark County Government Center, 500 So. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **26th** day of **February, 2004**, 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 **3rd day of March, 2004**, 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.

Paula Clark

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

27th day of February, 2004

Beverly K Bridges

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

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 **26th** day of **February, 2004**, at the hour of **4:00 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 **3rd day of March, 2004** at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Las Vegas Library, 833 Las Vegas Blvd.
5. Grant Sawyer Building, 555 E. Washington Avenue

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

27th day of February, 2004

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

City of Las Vegas

REDEVELOPMENT AGENCY AGENDA
MEETING OF: MARCH 3, 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. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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

MINUTES:
CALLED TO ORDER BY CHAIRMAN GOODMAN AT 11:13 A.M.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, MACK, WEEKLY, and MONCRIEF

EXCUSED: MEMBER L.B. McDONALD

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
Clark County Government Center, 500 S. Grand Central Pkwy.
Grant Sawyer Building, 555 E. Washington Avenue

(11:13)

City of Las Vegas

Agenda Item No.: 1

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 3, 2004

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY, ACTING

SUBJECT:
APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETINGS OF JANUARY 7, 2004 AND JANUARY 21, 2004

MOTION:
REESE – APPROVED by Reference – UNANIMOUS with L.B. McDONALD excused

MINUTES:
There was no discussion.

(11:13 – 11:14)
2-1166

City of Las Vegas

Agenda Item No.: 2

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 3, 2004

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY, ACTING

SUBJECT:
DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM A WORLD MARKET CENTER LLC, REPRESENTATIVE, ON COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT PLAN AS AGREED UPON IN THE OWNER PARTICIPATION AGREEMENT, APNs 139-33-610-004, 139-33-511-003, AND 139-33-511-004 - WARD 5 (WEEKLY)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
City Council requested an update from World Market Center, LLC on compliance with the employment plan. World Market Center, LLC, will build up to 7,500,000 s.f. of wholesale furniture showrooms, and related uses such as exhibition, office, and mixed-use space, over the 57 acre site.

RECOMMENDATION:
Redevelopment Agency to direct staff.

BACKUP DOCUMENTATION:
1. Employment Plan
2. Disclosure of Principals
3. Locator Map

Submitted at the meeting: two-page outline by Attorney Mark Fiorentino of the points of the Employment Plan

MOTION:
WEEKLY – ACCEPTED the report and imposed increased outreach to bidders and 30-day progress reports – UNANIMOUS with L.B. McDONALD excused

MINUTES:
ATTORNEY MARK FIORENTINO, Kummer, Kaempfer, Bonner, and Renshaw, appeared representing the owners of the World Market Center.

REDEVELOPMENT AGENCY MEETING OF MARCH 3, 2004
Business Development
Item 2 - DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM A WORLD MARKET CENTER LLC, REPRESENTATIVE, ON COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT PLAN AS AGREED UPON IN THE OWNER PARTICIPATION AGREEMENT, APNs 139-33-610-004, 139-33-511-003, AND 139-33-511-004 - WARD 5 (WEEKLY)

MINUTES – Continued:

IAIN VASEY, Acting Director, Business Development, indicated that, as requested by the Agency members, ATTORNEY FIORENTINO was present to report on the progress of the development team and the general contractor in meeting the goals and objectives of the World Market Center Owner Participation Agreement and its employment plan. Also, the developer is required to provide reports on its attempt to secure minority subcontractors and demonstrate payment of prevailing wage pursuant to the Nevada Redevelopment Law.

MEMBER WEEKLY noted that he requested this matter be placed on the agenda for clarification, because he was concerned about some alarming information he received relative to the Employment Plan and the minority participation plan. Before this project got underway, he participated in a meeting where ATTORNEY FIORENTINO and some of the representatives from Whiting Turner and World Market Center were asked if they fully understood the terms of the employment plan. Hence, he would like to obtain an accurate percentage of required minority participation, as it has been previously represented that 25% is required, yet some people have mentioned that 2% is required. He also requested an explanation for the picketing that has been taking place at the site.

ATTORNEY FIORENTINO referred to the outline of points, a copy of which was submitted, dealing with compliance with the Employment Plan. ATTORNEY FIORENTINO affirmed that MEMBER WEEKLY was very clear and firm on his expectations of the Plan, and then stated that, after reviewing the plan and the steps Whiting Turner has taken, compliance has been met. But being in technical compliance with the plan does not mean that they cannot take other measures to achieve the goals of the Plan. Therefore, he committed to being more proactive in corresponding with the City and anyone else who has an interest in improving the operations.

CHAIR GOODMAN noted that when he was in New York meeting with the financiers behind the World Market project, he found out that they have vast experience in redevelopment projects. This made him very comfortable that they understand what the City is trying to accomplish with this project. Nevertheless, MEMBER WEEKLY indicated that he would like to be informed of the outreach process to bidders. ATTORNEY FIORENTINO rejoined that the scale of this type of project is new to the City, and there is a learning process that comes with it. He opined that better communication between Agency members, City staff, the developer, and the contractor should be the number one priority. Secondly, the developer needs to extend outreach to more companies that are capable of doing the work. Whiting Turner has already broken the contracts into smaller bid amounts in order to expand the net of people who could potentially qualify to perform the job, and they are willing to continue to do this in every possible instance.

REDEVELOPMENT AGENCY MEETING OF MARCH 3, 2004
Business Development
Item 2 - DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM A WORLD MARKET CENTER LLC, REPRESENTATIVE, ON COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT PLAN AS AGREED UPON IN THE OWNER PARTICIPATION AGREEMENT, APNs 139-33-610-004, 139-33-511-003, AND 139-33-511-004 - WARD 5 (WEEKLY)

MINUTES – Continued:

MEMBER REESE asked why people were picketing the job site. ATTORNEY FIORENTINO answered that people were picketing because one of the minority-owned qualified businesses that was awarded a contract is non-union. Consequently, union supporters were picketing. He opined that this is an unfair fight because, even though the company is non-union, the laborers are receiving prevailing wages, as required by State law and Agency requirements.

MEMBER WEEKLY requested a list of companies to whom the developer is reaching out, as well as a list of where bidding notices are being published. ATTORNEY FIORENTINO committed to working with City staff on increasing the notification list to ensure sufficient notification is being let out.

ROBERT HOLLIAT, Director of Development for World Market Center, offered to answer any questions. He then commended MEMBER WEEKLY for his intensity on this project and vowed that the developer is fully committed to the success of this project so that it will serve as a model for future developments in the redevelopment area. CHAIR GOODMAN interjected that, after his visit to Washington D.C., he is fully convinced that the developer is going to make certain that MEMBER WEEKLY is kept apprised of the progress and that the job gets done to everyone's satisfaction.

TOM McGOWAN, Las Vegas resident, opined that MEMBER WEEKLY'S concerns are valid and concurred with his recommendations. This is an evolving process that will set a precedent. The subject property is juxtaposed to the West Las Vegas community; therefore, it is imperative that participation from the members of that community be allowed in the redevelopment process in order to have a continuity of interests flowing from the West side to the East side of the City. He encouraged MEMBER WEEKLY to remain on top of this project, regardless of the commitments made in Washington D.C.

GENE COLLINS, 1101 Eleanor, indicated that he has closely monitored this project from its inception and is certain that Whiting Turner has done all that was required. He felt partly responsible for not communicating this to MEMBER WEEKLY, for which he apologized. MEMBER WEEKLY appreciated MR. COLLINS' involvement; however, he indicated that he is the person responsible to the Ward 5 constituents.

REDEVELOPMENT AGENCY MEETING OF MARCH 3, 2004
Business Development
Item 2 - DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM A WORLD MARKET CENTER LLC, REPRESENTATIVE, ON COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT PLAN AS AGREED UPON IN THE OWNER PARTICIPATION AGREEMENT, APNs 139-33-610-004, 139-33-511-003, AND 139-33-511-004 - WARD 5 (WEEKLY)

MINUTES – Continued:

MEMBER WEEKLY clarified that Ward 5 is bigger than West Las Vegas and that all the projects in the redevelopment area affect the adjacent communities. He expressed his appreciation toward Whiting Turner for being forthright and explaining the steps they have implemented to date in keeping with the agreement. He felt comfortable that the developer would outreach to the community and include publications to the Urban, Latin, and Asian Chambers of Commerce, as well as to the Minority Contractors Association.

JERRY NEAL, 814 "M" Street, requested clarification regarding the 2% requirement. MR. VASEY explicated that the percentage relates to the certified minority contractors and to who owns the company, not to the people working on the site. CHAIR GOODMAN further explained that the applicable standard would be 2% of the ownership of the company. MEMBER WEEKLY added that 2% of minority contracting participation has been awarded.

NOTE: MEMBER WEEKLY directed staff to provide updates every 30 days on projects taking place in the redevelopment area in order to keep apprised of their progress.

(11:14 – 11:37)

Attachment "H"

EMPLOYMENT PLAN FOR THE WORLD MARKET CENTER

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

The Plan herein is divided into two parts, as contemplated by the Policy. Since WMC is an entity which is proposing to construct commercial, office or retail space, it hereby submits an employment plan in its capacity as a "developer." In addition, the WMC as a prospective owner/lessee of space which will have been acquired by use of redevelopment funds, hereby submits an employment plan in its capacity as a "build-to-suit owner/lessee" for the post-construction phase of the Project.

PART I

Developer Employment Plan

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

1. Description of the Facilities to be Constructed. The facilities to be constructed by WMC will consist of a complex of buildings developed over multiple phases. Please see Section 109, and Attachments "C" and "D" of the Owner Participation Agreement for

a complete description of the facilities and anticipated phasing.

2. Contracts for Construction of the Project. WMC will promote the utilization of women, minority, disabled, and veteran-owned business enterprises for the construction of the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity Contracting Policy." See Attachment 2. These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran-owned businesses expressed as a proportion of the total dollar value of bids.

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

3. Manner of Involving MWDV Businesses. WMC hereby certifies that, for the construction phase of the Project, it shall use and instruct its project manager and construction manager to use the City's Minority Vendors Directory to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of

contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

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

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

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

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

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

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

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

(g) Organize a Job Fair prior to the Grand Opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women-focused

media outlets. Minority agencies will also be notified, as recommended by the City's Minority Business Office. This fair will be provided at no cost to the tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project (see Attachment 3 for an example).

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

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

PART II

Build-to-Suit Owner/Lessee Employment Plan

The Build-to-Suit Owner/Lessee Employment Plan shall apply to WMC's hiring of new permanent employees during the post-construction phase of the Project. In addition, even though portions of the Project are not being supported by redevelopment funds, WMC will adopt the employment objectives stated in the Policy for the entire Project. In this regard, WMC recognized that subcontractors of permanent operations will be required to adhere to the Employment Plan, to the extent possible, which will be effected through contractual language included in any agreements with such subcontractors.

1. Description of Existing Opportunities for Employment Within the Area. Prior to construction of the Project, WMC believes that the current opportunities in the area are

quite limited. Of the limited opportunities that are available, even fewer are in the trade show area and, to the best of the knowledge of WMC, there may not be any full-time employment opportunities currently existing in the furniture and related furnishings trade show industry. It is anticipated that employment opportunities will be in full-time construction and part-time employment opportunities to set up trade shows, such as furniture movers, as well as landscape, maintenance and security personnel.

The intent of the Policy is that a project benefitted by redevelopment funds create new jobs for residents of the Redevelopment Area and the City of Las Vegas Special Impact Area. The information shown in Attachment 4 taken from 2000 Census data compiled by the City's Community Planning and Development Department, contains a statistical breakdown in terms of race and employment categories for each of the Census Tracts in the Special Impact Area.

2. Estimate and Description of New Jobs Created as a Result of the Project. It is estimated that 400 new permanent jobs will be created as a direct result of Phase I of the Project. Additional permanent jobs will be created with each new phase of the Project as set forth in Attachment 5.

3. Description of the Steps to be Taken to Achieve Objectives. It is the intent of WMC to fill as many as possible new permanent jobs created as a direct result of the Project by residences in the targeted areas who are economically disadvantaged, physically handicapped, members of racial minorities, veterans, homeless and women. A variety of steps are planned in order to meet this objective. First, WMC will advertise in newspapers of general circulation, trade association papers and MWDV focused media concerning new permanent employment opportunities associated with the Project. (See Attachment 3).

Second, WMC and its tenants will utilize the following referral agencies to seek assistance in identifying qualified job applicants;

(a) Nevada Employment Security Department;

(b) Nevada Business Services, Inc.;

(c) Urban Chamber of Commerce;

(d) Latin Chamber of Commerce;

(e) Las Vegas Indian Center;

(f) Endeavor / March of Dimes;

(g) Nevada Welfare Department;

(h) Women's Development Center;

(i) St. Vincent's Job Desk;

(j) Community College of Southern Nevada;

(k) Bureau of Vocational Rehabilitation of Southern Nevada;

(l) Dr. Martin Luther King, Jr. Committee;

(m) Nevada Partners;

(n) The City of Las Vegas Housing Authority;

(o) The Governor's Committee on Employment for Individuals with Disabilities;

(p) Southern Nevada Homeless Coalition;

(q) Key Foundation;

(r) Military Veterans Volunteer Center;

(s) Southern Nevada Disenfranchised Veterans Consortium;

(t) Veterans Administration (VA);

(u) Lowden Veterans Center and Museum / CONVO;

(v) National Action Network;

(w) State of Nevada Casual Labor Office;

(x) Las Vegas Rescue Mission;

(y) Sign Snow;

(z) Such other referred agencies that are suitable, as determined by the City Manager for the City of Las Vegas, or their designee.

Further, WMC will work closely with the Minority Business Officer in the Purchasing and Contracts Division of the Department of Finance and Business Services for the City of Las Vegas and Redevelopment Agency officials to obtain assistance in its hiring activities.

4. WMC certifies that they will pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.

5. WMC will notify in writing all of the referral agencies of job positions which are initially available for hire at least 30 working days prior to anticipated initial hiring dates. Thereafter, for the filling of subsequent positions, WMC will endeavor to give all previously responsive agencies a notification in writing within a reasonable time prior to anticipated hiring dates. Both of the above-referenced notifications will include a description of the required job qualifications, the rate of pay, the anticipated hiring date and the date by which the referral agency must refer qualified applicants in order to be considered for hiring. WMC

will copy the Redevelopment Agency on all such written correspondence.

6. WMC will work closely with the agencies designated in item 3 to provide them the information needed for the agencies to design and establish programs to train and upgrade the skills of qualified employees to fill the needs of their businesses. WMC will make a good faith effort to provide the information in advance of the need for the employees in order to provide a meaningful opportunity to provide training for the jobs.

7. Pursuant to Section H of the Employment Plan, WMC will submit quarterly reports to the Redevelopment Agency for the duration of the Owner Participation Agreement between the Redevelopment Agency and WMC dated _____, 2002, demonstrating its compliance with the requirements of the Employment Plan. WMC shall also send copies of the quarterly reports to the State of Nevada Legislative Counsel Bureau, and to the Office of the City Clerk who shall keep these reports on file. In addition, City Centre Development Corporation will also review the reports. WMC shall not charge for copies of the reports. The first report shall be distributed upon WMC application for Building Permits.

P:\Docs\w-market.plan.9.10.final.doc

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 **Contracting Entity**

WORLD MARKET CENTER, LLC

Name
350 S. Beverly Dr.,¢330

Address
Beverly Hills CA 90212

Telephone
310 284 8600

EIN or DUNS
95-4869100

Block 2 **Description**
Subject Matter of Contract/Agreement

Real Estate Development

RFP#

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____day of

_____, 2004

_____
Notary Public

Attachment "I"
Disclosure of Principals

The principals and partners of World Market Center, LLC and all persons and entities holding more than 1% interest in World Market Center, LLC or any principal of World Market Center, LLC are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Shawn Samson	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000
2. Jack Kashani	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000
3. Nigel Alliance	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000
4. Moussa Alliance	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000
5. David Neman	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000
6. Daniel Cohen	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000
7. Emanuel Cohen	c/o Mark H. Fiorentino, Esq. Kummer Kaempfer Bonner & Renshaw 3800 Howard Hughes Parkway, #7th Floor Las Vegas, NV 89109	702-792-7000

8. Ilan Cohen — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

9. Sammy Kahen — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

10. Kahen Family Trust — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

11. Ramin Roofian — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

12. Ramin Neman — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

13. Jacob Ebrani — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

14. AG Development Trust — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

15. Alliance Network, LLC — c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

16. Prime Associates Group, LLC c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

17. SB Holdings I, LLC c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

18. Millennium Ventures I, LLC c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

19. J.C. Investment & Development Company, LLC

c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

20. Crescent Nevada Associates LLC

c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

21. Evan Realty Group, LLC c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

22. Nama Holdings, LLC c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

23. Eden Associates, LLC c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

24. The Related Companies, L.P. c/o Mark H. Fiorentino, Esq. 702-792-7000
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, #7th Floor
Las Vegas, NV 89109

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

WORLD MARKET CENTER, LLC

By: _____
Jack Kashani, Co-Manager

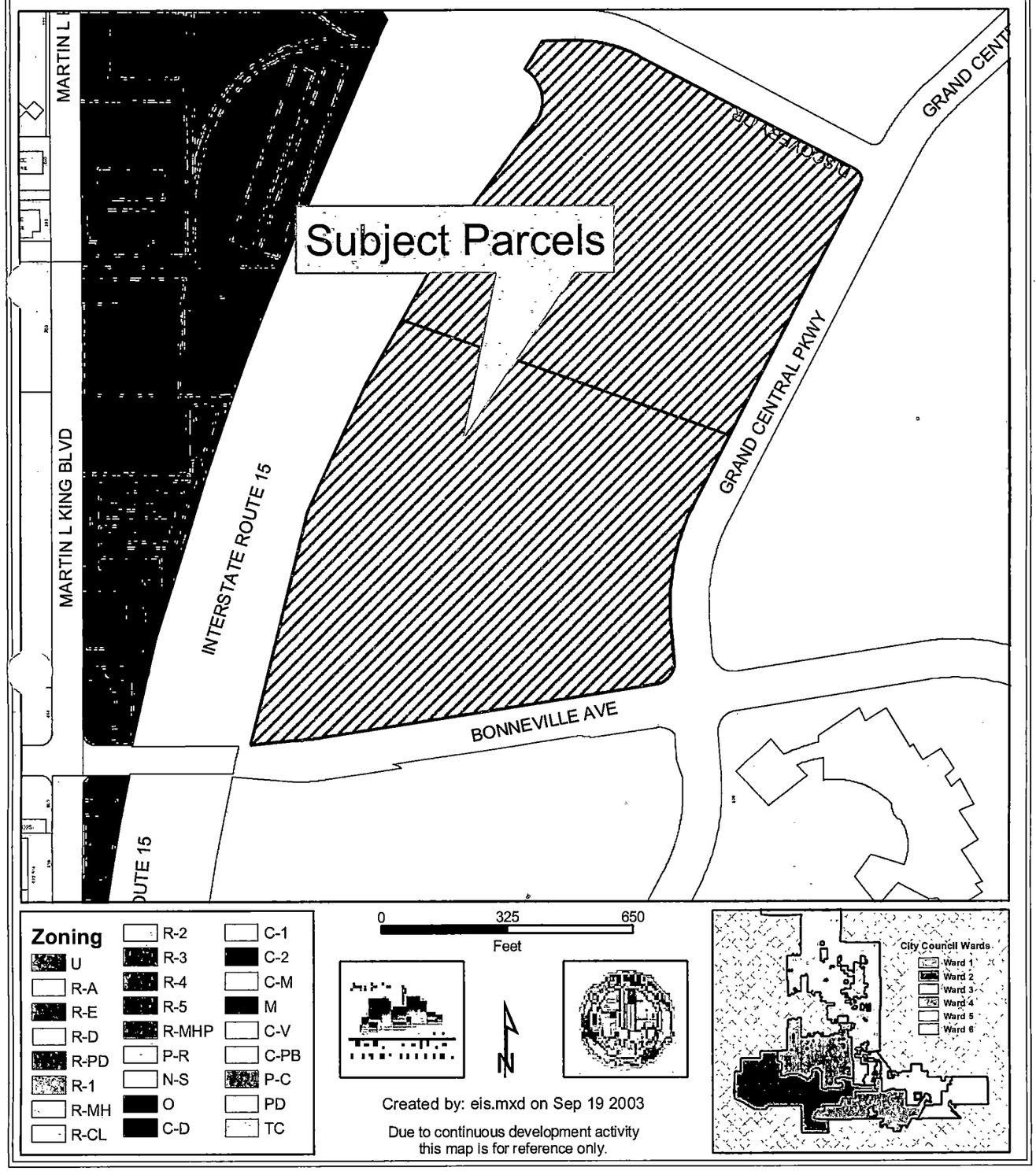
By: _____
Shawn Samson, Co-Manager

Subscribed and sworn to before me this
20 day of February, 2004.

_____
Notary Public

SETA BARBERENA
Commission # 1260286
Notary Public - California
Los Angeles County
My Comm. Expires Apr 10, 2004

Site Map - World Market Center



Created by: eis.mxd on Sep 19 2003

Due to continuous development activity
this map is for reference only.

SOURCES

- The City of Las Vegas M/W/DVBE Directory is being used as a source of local subcontractors, suppliers & vendors of where to solicit bid proposals.
- Nevada DBE Program has a certified DBE list on line with local subcontractors, suppliers & vendors we are utilizing as a directory.
- A publication in "Business for Las Vegas" printed an article "The List" showing Las Vegas Valley Women-Owned Businesses, which lists some local subcontractors, suppliers & vendors we will use as a source.

PUBLICATION/ADVERTISEMENT

- El Tiempo Libre – May 3, 2003
- Construction Notebook – May 5, 2003
- Las Vegas Review Journal – May 15, 2003
- Sun – May 7, 2003
- El Mundo – May 2, 2003
- Las Vegas Sentinel Voice – May 8, 2003
- Disabled Veteran Voice – February 19, 2004

OUTREACH TO MWDVBE AGENCIES

- Latin Chamber of Commerce – February 19, 2004
- Urban Chamber of Commerce – February 19, 2004
- Las Vegas Indian Center – February 19, 2004
- Las Vegas Procurement Outreach Program – March 01, 2004

SUBCONTRACTOR PARTICIPATION

- A letter was sent out to each contracted subcontractor asking them to assist in the Employment Plan. A City of Las Vegas M/W/DVBE Directory was mailed to all eleven subcontractors.

BIDS

- The following trades that went out to bid had M/W/DVBE participation:
  Site Security – Affirmative Security (MBE) Apparent Low bidder
  Telephone System – Agape (WBE) not low bidder
  Landscape – Desert West (WBE) trade not yet awarded
  Survey – PSOMAS (MBE) declined to bid
  Excavation & Paving – Mad Dog (WBE) awarded to Mad Dog
  Wesley Construction (MBE)was also solicited but declined to bid.
  Fencing – Elite Professionals (MBE) trade not yet awarded
  Scheduling – O'Conner (WBE) awarded to O'Conner
  Man Lifts & Hoisting – Coker Equipment (MBE) apparent low bidder
  Concrete – Thor Construction (MBE), not qualified low bidder
  Concrete - Lucero (MBE) not low bidder
  Masonry – not yet awarded
  Decorative Railings – Universal Brass (WBE) trade not yet awarded
  Glass & Glazing – Giroux Glass (WBE) trade not yet awarded
  Ceiling Grid System – Paul Ogaz Inc. (MBE) trade not yet awarded
  Electrical- Solicited two MBE contractors to bid portions of the electrical scope both were non-responsive. Titan Systems and EASCO.

Submitted at Redevelopment Agency

Date 3/3/04 Item #2

CONTRACTS TO BE AWARDED (Approx. $9 million)

- Sanitary Facilities
- Project Signage
- Janitorial Services
- Paving
- Masonry
- Landscaping
- Stone & Ceramic Tile
- Decorative Handrail
- Millwork
- Waterproofing
- Caulking
- Insulation
- Roofing
- Overhead Doors
- Glass & Glazing
- Flooring
- Painting
- Final Cleaning
- Fire Extinguishers
- Exterior Signage

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

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

Block 3 Type of Business

☐ Individual ☐ Partnership XXX ☐ 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.	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

[June 2000]

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 11, 2003
Date

Subscribed and sworn to before me this 11th day of August, ~~2001~~ 2003

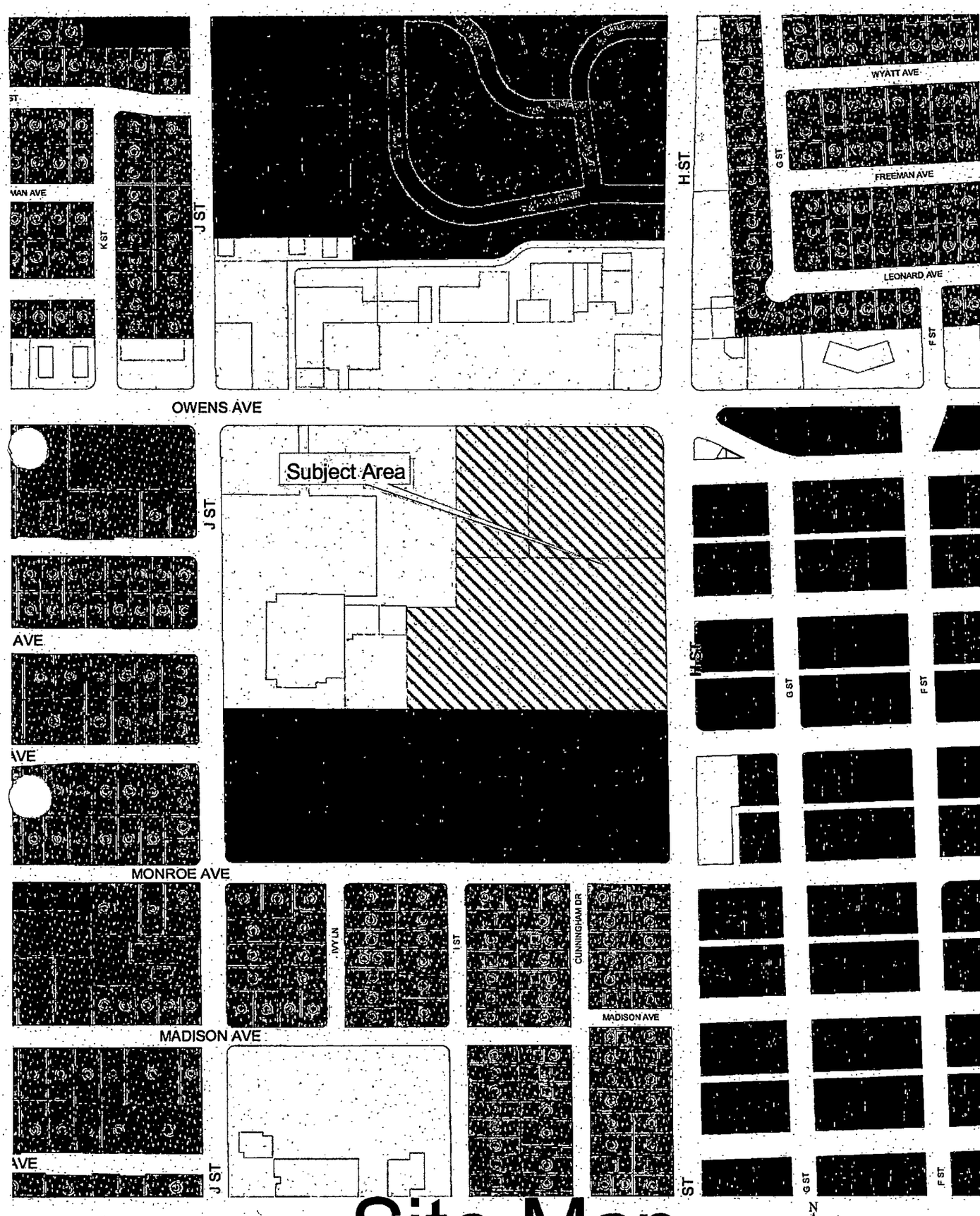
Marsha D. Stallsworth
Notary Public

MARSHA D. STALLSWORTH
Notary Public - Nevada
No. 00-65524-1
My appt. exp. Oct. 4, 2004

[June 2000]

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, 22nd Floor New York, NY 10018	(212)730-0100
1996 Rina Chernaya Trust Lubov Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22nd Floor New York, NY 10018	(212)730-0100
1996 Diana Chernaya Trust Lubov Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22nd Floor New York, NY 10018	(212)730-0100
1996 Elina Chernaya Trust Anna Tupikova Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22nd Floor New York, NY 10018	(212)730-0100
1996 Stephanie Chernaya Trust Anna Tupikova Chernaya, Trustee	C/o Arik Kislin 1384 Broadway, 22nd Floor New York, NY 10018	(212)730-0100


WYATT AVE
FREEMAN AVE
LEONARD AVE
H ST
G ST
F ST
J ST
K ST
OWENS AVE
Subject Area
MONROE AVE
MADISON AVE
IVY LN
I ST
CUNNINGHAM DR
N
S
E
W

Site Map

REDEVELOPMENT AGENCY MEETING OF
March 3, 2004

VERBATIM TRANSCRIPT – ITEM 3

Discussion and possible action regarding Edmond Town Center, a retail shopping center to be constructed at the southwest corner of "H" Street and Owens Avenue, APN 139-28-503-024 – Ward 5 (Weekly)

Appearance List:
OSCAR GOODMAN, Chairman
IAIN VASEY, Acting Director, Office of Business Development
DAVID SMITH, Edmond Town Center
UNIDENTIFIED FEMALE
FIRST UNIDENTIFIED MALE
JOHN EDMOND, Edmond Town Center
LAWRENCE WEEKLY, Member
FRANK WHITE, Edmond Town Center
TOM McGOWAN, Las Vegas resident
RUTH DOLT, Berkley Square
GENE COLLINS, 1101 Eleanor
DAN CONTRERAS, Bonanza Village resident
BEATRICE TURNER, West Las Vegas resident
MICHAEL MACK, Member
LARRY BROWN, Member
TERI PONTICELLO, Deputy City Attorney
SECOND UNIDENTIFIED MALE
THIRD UNIDENTIFIED MALE
(11:37 – 12:19)
1-2119/3-1

42 minutes

Typed by: Lean Coleman
Proofed by: Deeney Araujo

VERBATIM TRANSCRIPT – ITEM 3

MAYOR GOODMAN

Item number 3 is discussion and possible action regarding Edmond Town Center, a retail shopping center to be constructed at the southwest corner of "H" Street and Owens Avenue, this is in Ward 5. Mr. Vasey.

IAIN VASEY

Your Honor, for the record Iain Vasey on behalf of the Redevelopment Agency. Pursuant to the terms of the Development Disposition Agreement, Second Amendment adopted September 17th last year, and subsequent amendment that was written into the record in January 7th, the developer is required to brief the Council, the Redevelopment Agency on — on the status of their project every 30 days. Since the Amendment was last adopted, it did close on the Von's Westland Plaza, and they did submit an executed term sheet from Credit Lyonnais, a $14,000,000 financing commitment for build out of Edmond Town Center. The items that remain to be completed, the developer is required to close on this development loan by 5th of March, this, that will be this Friday, commence construction activity by March 12th and complete construction through Certificate of Occupancy by March 12, 2005. Mr. David Smith from Edmond Town Center Limited Partnership is, will be presenting some information.

DAVID SMITH

Thank you very much. I'd like to thank Mr. Vasey and his office for their continued involvement. They've been vigilant in this and they've been a good sounding board as we progressed. Really from September 10th when we closed on the acquisition of the formerly known as Magic's Westland Plaza through the improvement of the existing structure and our efforts to bring the project to fruition. As many of you or some of you may have seen, I sent a letter to Councilman Weekly yesterday via fax with copy to the Mayor and Deputy Mayor and naturally to Mr. Vasey's office simply outlining our progress to date. But for the benefit of the entire Council, let me just throw some numbers out that will be helpful to see where we stand on this. As it stands now, we have 43,762 square feet of signed leases and letters of intent for tenants to enter the center. By comparison, I'll give you two benchmarks that are really key to understanding that number. The first is that Credit Lyonnais has indicated that they require somewhere between 40 and 42,000 square feet of pre-leasing in order to approve the loan and to

begin to fund the construction of the improvements set forth in the second amendment of the DDA. The other frame of reference is where we stood when I sat, stood before you on January 7th of this year. At that time, we had 14,562 versus almost 44,000 today. So in that regard, and I'll give Frank White, our senior vice president of National Leasing, an opportunity to speak in a moment. My hat is off to Frank for that which he has accomplished. The second piece is that we currently have lease (sic) letters of intent under negotiation with other tenants for an additional 35,400 square feet. When I presented to the Council on January 7th, that number was only 18,500 square feet. So to summarize, we now have executed leases and LOI's as well as LOI's under active negotiation for over 79,000 square feet out of the 85,000 square feet we have available. Separate and apart, we've already executed a letter of intent and are negotiating a lease for 3,500 square foot retail bank branch but that's on a pad site so it's not directly measurable against our pre-leasing requirement. But I'll add it as with one of the three largest banks in the country, which to me, along with the execution of the Wells Fargo lease inline and the Footlocker lease inline, is very important validation of this location and this community for national providers of goods and services that this is a market that they want to be in, and that they take this community, its purchasing power and development process that we have seriously. So, again, that's 79,162 square feet of executed leases, LOI's or LOI's under negoti— under negotiation today versus 33,162 when I stood before you in January. We have made very dramatic progress. In preper, I guess what all this is to say, along with what Mr. Vasey said about our accomplishments in acquiring the center, upgrading the existing center, leasing the current vacancies. My understanding is Wells Fargo will be opening in approximately 60 days or less. They're doing their tenant improvement as we speak. It's not to be self congratulatory. What these number represent to my thinking, at least, is indicia of our ability to execute the DDA. I was asked by Councilman Weekly on January 7th, and John, was it John Edmund who was here as well, was asked the same question, but do you really believe this can happen. And at the time, we both said yes. I think based on the realization of pre-leasing, we would change that to an emphatic yes. We are highly confident that this is going to get done and get done within a reasonable time frame so that we're in a position in the not too distant future to complete the project and to bring to the community goods, services, jobs and ad valorem tax ratables that don't exist today. As stated in the letter yesterday, we believe that the execution, that — the deadlines that were set forth on January 7th should be extended by 60 days, and I'll explain

briefly why I think that's the right timeframe. However, to demonstrate the developer's confidence, in our ability to perform within the requested 60 days, I've been authorized by the principals of the developer to provide to the City additional earnest in the form of a $20,000 cashier's check, which I have with me and prepared to have noted duly in the record that we are serious about this and realize that a lot of people come before you and tell you what they think you want to hear and fewer people show up with cash. We're here with cash. We believe this is getting done and we believe that that's the correct timeframe within which to get it done. So I don't know if the City Clerk needs to see this and recognize it but —

MAYOR GOODMAN
She'll, she'll grab it.

DAVID SMITH
It's, okay.

MAYOR GOODMAN
Put it — just close to her so she could reach out and grab it.

DAVID SMITH
Okay, keep your hands behind your back.

UNIDENTIFIED FEMALE
It will be a first.

DAVID SMITH
Okay, in a —

MAYOR GOODMAN
Shut it down. Shut her down.

DAVID SMITH

Based on my conversations with Mr. Vasey's office —.

UNIDENTIFIED MALE

I'm sorry.

DAVID SMITH

It's, it's perfectly reasonable to anticipate the question of why not 30 days. And there's essentially three reasons, but before offering them, let me say that it would be the fondest desire of the developers to do it in 30 days. It's not economically or strategically in our best interest to have it take a day longer than is absolutely necessary, but we traffic in the real world. And we're looking at where we stand today, not where we were in September, not where we were even in January 7th, but where we stand today. And in the context of where we stand today and the normal timeframes for executing some of the documentation that need to be executed to begin construction, we want to be realistic. We want to operate within the practical realities of where we stand today and take advantage of that which has been accomplished in the last 60 days rather than putting that asunder. So to that end, there are three — reasons for not 30 days. Basically, I talked to Credit Lyonnais this morning in preparation for this meeting. They've reiterated their strong desire to do this loan. They commended us on the progress we've made, and they reiterated that at such time as we have the minimum pre-leasing requirements satisfied, they can and will close within 30 days not 15 however. From a leasing perspective, based on the normal timeframes associated with taking leases out for negotiation though leases executed and copies of those leases provided to the lender for their review, that's a 30-day process rather than a 15-day process. And I guess the last reason that we think that 30 days would be much less beneficial, less beneficial than half of 60's benefit is that the best likelihood of Frank White and the folks that he's working with and our Council executing leases, is if we avoid creating any sort of shadow that hangs over the lease negotiating process vis-à-vis an imminent event of DDA default. We've already experienced that in the last seven to ten days, where we've seen certain parties that seem very eager to execute documents start to slow down because the word on the street was that this thing was going to fall off the tracks. That is not consistent with our common goal of getting this done. And if we can avoid creating static on the line, I think it's in the best

interest of the project to do so and not to compromise the process of getting the leases signed because they are the (inaudible) known for getting the financing. So with that, I welcome any questions. If you have questions for Frank with — with respect to leasing or me with respect to financing, be happy to answer them. Thank you, again.

MAYOR GOODMAN

All right, are there any questions?

COUNCILMAN WEEKLY

I do.

MAYOR GOODMAN

Yes, Councilman.

COUNCILMAN WEEKLY

Your Honor, I just want to say that it was in January, as you mentioned Mr. Smith, you all came before the Council. And you laid out your platform, you've laid out your plan, we listened to where we were at this point. We're talking about now well over three years that this, well I don't know how long you've been on the project, but this is — been going on now almost as long as I've been on this Council. And the concern that I have, and I ask specifically, can this project be done, can you do it, you all said yes. Then, if I'm not mistaken, I asked Mr. Edmond, Mr. Edmond tell us on the record, if we grant you these additional 60 days, are you going to ask for additional time? We asked them that. He says, if we don't do it in 60 days, we will not be back to ask for any more time. Now, does my memory serve me correct?

DAVID SMITH

Okay, can I — regret that he said, oh I'm sorry, I thought that was the question.

COUNCILMAN WEEKLY

Hold on, Mr. Smith, you're not — Mr. Edmond. Mr. Edmond, can you please for the record, because I asked you that question on the record. I asked you, tell us in 60 days is this going to be a done deal, if not, you're gonna to walk away from it and we're gonna to be finished.

JOHN EDMOND

Well, of course, you know I did say that, but, you know, in all respect to the Council and yourself Councilman and the Mayor, when you is (sic) involved in something in the community like that, with an area that has kind of ups and downs as it relates to trying to accomplish something. And when you put everything that you have into it, and you realize that you have fallen short on the timeframe, but you also have been involved with the make-up and what's being transpired on a daily basis. And based on where we are, based on the commitments that our leasing agent has provided us with, to not to at least try to appeal — to the Council as well as the benefits that would come out of anything that transpires. And one of the persons that I really would like to, at least, let you and the Council and the Mayor —

COUNCILMAN WEEKLY

I just want to go on, I just want to go on, John, seriously. I know Frank, man you've done a yeoman's job. I received all your emails, I received all your faxes, he definitely, John, has worked in your best interest. I want to say to you on the record, I do apologize and it's nothing personal. I declined every last one of his meetings. I just wanted the information, that's all I wanted. Because you told me one thing on the record in January and here we are in March, and so it concerns me today that we're listening and being asked for 60 more days, which I'm not going to support that.

FRANK WHITE

Councilman Weekly? Councilman Weekly?

COUNCILMAN WEEKLY

Hold on, Frank. Let me, I'm sorry, Mr. White, let me finish saying what I'm saying. I'm not going to support Mr. Smith 60 more days. I'm not going to do it. The only way I'd entertain

accepting a — $20,000 cashier's check from you all, it — would be 30 days. And you're saying that you can't do that. We — have to move on, and at this point, all it is is dirt, it's just dirt. But for those of us that look at this dirt every single day, Mr. Smith, we still have visions for this neighborhood. And I think that for me to take this back to my constituents in this area and we all sit down and look at this dirt and decide what it is that we really want to see happen. Because, again, I'm going to be honest with you, I go through Vons myself regularly, and John, I'm hearing that Vons is possibly not going to even be there. And so there's a possibility that we're going to be looking at a big empty box in this neighborhood, which is going to continue to give us this blight and these problems. And I spoke with one of your guys who I guess you've retained now who had an alarming conversation with me yesterday. And I asked him for — the development company you work with, you all would never look at this neighborhood. And he assured me, you're probably absolutely right. And so, yes John, it's a perception and man I, you know, I've been in with you from day one because you're from the neighborhood, and I'd love to have seen a person who lived in this neighborhood develop this thing but it's not happening.

JOHN EDMOND

Yeah, but see, Councilman.

COUNCILMAN WEEKLY

It's not going anywhere. Sixty days, I'm not, I can't support it and I'm not going to support it. And I'm just saying that for the record, I'm not going to support 60 days. We will take your $20,000 and give you 30 days, if you, and if not, this is going into default. And from my understanding, that once it leaves default from you, Mr. Atman, or, am I saying —

JOHN EDMOND

Achenbaum

COUNCILMAN WEEKLY

Has 30 days. Is that right Mr. Vasey? And then how long does this process go before this reverts back to the City?

IAIN VASEY

Councilman

COUNCILMAN WEEKLY

Because I think we need to bring this thing to a close.

IAIN VASEY

The, when the City puts the developer in default, the developer has 30 days to cure the default. In addition, if the developer doesn't cure the default in that 30-day period, then the WSA Management, Mr. Achenbaum, and his New York investors have an additional 30 days to cure the default.

COUNCILMAN WEEKLY

So we're still looking at an additional 90 days?

IAIN VASEY

From today if the 30-day extension was granted, yeah.

COUNCILMAN WEEKLY

And if not, we're looking at 60 days.

IAIN VASEY

Correct.

COUNCILMAN WEEKLY

Okay.

JOHN EDMOND

Councilman.

COUNCILMAN WEEKLY

Yes Sir.

JOHN EDMOND

One thing that I would like to say. Just like you say, no one else is looking at the area. You don't have any developer that is really doing the types of things and trying to make the effort that we're making. So that right there have to show the Council and yourself that the commitment that is being made on our part is something that cannot be overlooked. I mean, right, nobody is looking at the area but — but naturally, I've been doing business in the area twenty some odd years, definitely wants to continue, has sold one project to get involved with another project. I'm very confident, based on the improvement and I would like for you to at least have —

COUNCILMAN WEEKLY

Are you going to – If not, I'm ready to make a motion. I'm sorry Mr. Edmond.

JOHN EDMOND

Councilman, I would — like for you to just —

COUNCILMAN WEEKLY

Go ahead.

JOHN EDMOND

Yes, I would like for you to at least hear a little bit from Frank White, who really is the guy that's responsible for doing the leasing, just to kind of, let's say, let him kind of let you see what I'm hearing and what is really going on because it's all about the leasing. And you know, if I may, let Frank have a few words.

MAYOR GOODMAN

Mr. White, based on what I heard the Councilman say publicly, tell us what you think you're going to be able to accomplish in 30 days. Don't — tell us about 31 days.

FRANK WHITE

If I may directly address that, I — First of all, what we're talking about doing is taking about 28,900 square feet of executed LOI's to the — final lease stages. I think that what ends up happening in that particular component of dealing with leases is that you go through a couple rounds of — you know, negotiating with attorneys back and forth with business comments being ironed out, along with obviously the total legal terms and conditions of the Agreement. So when you're talking about at least sending a — particular document to an attorney, the attorney making his comments, then bringing the document back to us for our comments, and then sitting down and talking, and this is pretty much customary what's happened throughout the entire process, it has taken anywhere from probably 45 to 60 days to complete a particular agreement. I know that 30 days is very insufficient to — consider trying to complete that. And that's just based upon the simple process of going through a lease negotiation. We're talking about one — lease situation, but what happens when you have 28,900 square feet where you're talking about, in particular, five to six tenants that you're dealing with for that 28,900 square feet. So, just simply from that perspective, I think that's a tough deadline to — meet, and I believe that 60 days would certainly give us far better success and the ability to succeed and make it happen from that perspective.

COUNCILMAN WEEKLY

Okay.

DAVID SMITH

I guess, from my perspective, it comes down to what the objective of the Mayor and the Council are.

MAYOR GOODMAN

No, I understand — and I — think that the progress that you're making is remarkable. I accept your representations that you've made, as far as the signed leases and the letters of intent. The Councilman is familiar with the area, he's the one who's undergoing the pressure, and we're going to give his recommendation an awful lot of weight, there's no question about that. But I know how tough it is, I'm a lawyer by profession, I know how tough it is to make a deal. And I

know how tough it is to make a deal on property that — perhaps, is not as challenged as this. But —

DAVID SMITH

Can I just also —

MAYOR GOODMAN

Sure.

DAVID SMITH

— make another statement. You know the position that we're in currently, with over the last 60 days where the momentum has swung greatly in our favor. When you have this kind of momentum —

MAYOR GOODMAN

Well, success breeds success.

DAVID SMITH

Exactly.

MAYOR GOODMAN

I understand the way that works. Success breeds success, and you're successful now. You've struggled, you got a little success, that breeds more success. You get a lot of success, that breeds great success. That's the way the development that I'm handling down around the 61 acres, another 61 acres, and then the downtown area, that's the experience we have. So —

DAVID SMITH

So, if we cut this off, what, what's to be got?

VERBATIM TRANSCRIPT – ITEM 3

MAYOR GOODMAN

I don't disagree with that. All right, would anybody else like to be heard? All right, let me put the clock on and let's have two minutes.

TOM McGOWAN

Tom McGowan, Las Vegas resident, what a fascinating discussion. It's been said it's darkness before the dawn, this is the darkness but the dawn is coming. Mr. Edmond and his representative need not ever come to this City Council with hat in hand. I say that with all due respect to everybody. This is a local entrepreneur who has proven his value and his worthiness and sincerity to this community. Yes, it is late in the game; yes it is difficult, but he's on the horse, and he's approaching the wire. Don't cancel the race at this point. If anyone should get deference to a little bit of leeway, it should be the local entrepreneur who has proven his worth, not some outsource from two, three thousand miles away who never lived here. I recommend strongly that you with, again, even though you have doubt or concerns about the protracted nature of this situation and what the ifs and maybes are, give the benefit of the doubt to the baby. Don't throw the baby out with the bath water. Baby's name is John Edmond. I fully support Mr. Edmond and his effort and his associates. Thank you.

RUTH DOLT

Good afternoon to the Mayor and to the Council. My name is Ruth Dolt, and I am with the Berkley Square Association in Ward 5, and I would appreciate a reconsideration for the vote for Mr. Edmonds (sic) and the shopping center. I respect the difficulty that he has because we also have that difficulty in developing housing in a livable, viable neighborhood. It's very difficult. I am encouraged, however, to hear that he has people that are working on his behalf to get the project off the ground. Time has been granted before. I understand that you have to have a deadline on certain things, but let it not be this deadline today. I would appeal to my Councilman to reconsider and to hear him out, to make it possible to give all that he can give for this project, and 60 days is not impossible time for this project at this point. Thank you.

MAYOR GOODMAN

Thank you very much.

GENE COLLINS

Thank you Councilmen, Mayor and City Council people. My name is Gene Collins, and I live at 1101 Eleanor Avenue. Like Mr. Edmond, I grew up here in Las Vegas as well. Now I'm not here to give weight to whether you're going to extend him or not, but here's what I am here for. And it disturbs me, and this is the second time that Mr. Edmond has come before this body in very recent months and said, and blamed this community or blame the area, of why that his project is not off the ground. And when he stand (sic) before, not only this Body but this whole community, and say nobody is willing to come into the area and do anything, I beg Mr. Edmond the difference, because as he looks all around that project, there is nothing going on in that community but beautiful things. Everywhere you look, there is nothing but wood and construction going on anywhere around this, his project. And for Mr. Edmond to come here once again and label the community as his excuse for not finding funding, this has been going on for four years, and when is it going to stop? Now you can do whatever you want to do, I'm not here to cast shadows one way or another. I'm here because I'm sick and tired of people laying the blame on the community for their shortfalls or for their shortcomings. And that's what I'm up here for because I lived in the community; I grew up in the community; I still stay in the community; it's one of the best, safest communities, and we can attest to that because all of the development is going on in this community. Whether you want to grant Mr. Edmond additional study or 60 days, it doesn't matter to me, but when Mr. Edmond comes before this Body and bad mouth this community, which he grew up in, and says that the reason why that I cannot fulfill my project is because nobody wants to come into that area, is a disservice to not only to myself, not only to this Body but to the community in which we both grew up in.

MAYOR GOODMAN

Thank you.

JOHN EDMOND

Wait a minute; I have to dispute —

MAYOR GOODMAN

No, no, it's all right. Everybody has a right to say whatever they want.

JOHN EDMOND

'Cause I didn't say that. Shit. I didn't say that Gene.

GENE COLLINS

You did say that to —

MAYOR GOODMAN

All right, please, gentlemen, gentlemen, please.

GENE COLLINS

Sick and tired of you saying that.

DAN CONTRERAS

Dan Contreras, Bonanza Village. I just want, my frustration comes, this project started three years ago, three years ago. It's not about the last 60 days or the last 180 days, three years ago. And when that RFP went out, his eyes were wide open about this piece of land and it, and the challenges, supposed challenges, and my concern is we just keep on getting 60 more days or 30 more days. It's having that little carrot sit out in front of us and saying well we just need this amount of time and this amount of time. My opinion, and I only speak for myself, if the 30 days is given, I believe it's a $25,000 non-refundable check to the City of Las Vegas. If it's going to be 60 days, I think it should be $50,000 non-refundable, not part he gets it back when he develops, non-refundable. And I think that, that money should be designated to start what you guys talked about two weeks ago, rehabilitating boarded-up houses. I think that money should be directed to that fund, something positive, something positive. It would help him in the long run rehabilitating the houses surrounding this project, and it would help the neighborhood too. That's just my personal opinion. And it is the rooftop issue. I understand, as a businessman, his standpoint, the rooftops. We all know it; we've heard it before that you need the rooftops. Councilman Brown, in your area too, you need the rooftops before you bring in commercial. Councilman Mack, the same way in your area. This, unfortunately, we brought the cart before the horse on this one, and I just think that if this does happen, I wish that these would be non-refundable deposits, and they would go in that kind of fund. Thank you.

BEATRICE TURNER

Beatrice Turner, West Las Vegas, you know, and if you have paid attention, I haven't been coming to these City Council meetings. I came back today just so I can hear, and sit here and hear what was gone (sic) be said today. You know you go into our community and you go bring people to come out and come out and speak for you, and the whole nine yards about your project. We have looked at this for four years now, and each one of y'all sitting here, y'all rep, y'all was elected by the people to represent the people. Come on, sit back and think, why is this — constantly going on that this man is getting this extension. He comes here, he said in January, I wouldn't be back. Somebody need to show him where the door at 'cuz he should have never came in it. He said I would not be back. Now why is he back now asking for 60 days, 30 days, somebody better ask the question, what re, what is he holding over somebody.

MAYOR GOODMAN

All right, anybody else like to be heard? All right then, Councilman, what's your motion?

BEATRICE TURNER

(Inaudible)

MAYOR GOODMAN

Councilman, what's your —

COUNCILMAN MACK

Your Honor

MAYOR GOODMAN

Pardon me — Yes (inaudible) Councilman Mack.

COUNCILMAN MACK

Thank you, Your Honor. You know I can just say that, I've, you know my office is right next to Councilman Weekly's, and I know how hard he strives to bring, you know, good development to his community, and how hard he works with the developer and as well as the community to bring

great projects in. And it isn't the easiest task bringing projects into certain areas of the City, and I'm not pointing at just Councilman Weekly's area. We all have certain portions of our districts that are more of a challenge. And my concern here is if this development goes away, and all the leases and all the commitments and, everywhere we've, at the point we've come to today, is all going to be erased. And we have to start really back at ground zero, and I think that you have made some great progress. So, I will be supporting it, and I'll be watching this very carefully.

MAYOR GOODMAN

Councilman.

COUNCILMAN BROWN

Thank you, Your Honor. I'd like to just, as Councilman Mack, pick up where he left off. It — not only if — it goes into default, puts us back to square one, but I think it sends the wrong signal. I think the frustrating thing at the City Council level, in all our areas, is sometimes certain projects takes longer than we'd like them to. Three years is certainly frustrating, but you look at some of the other properties that have been vacant or boarded up for three years, five years, seven years and — that's not — what's happening in Ward 5 and especially in this area. It's, we had our Strategic Planning session at the Doolittle Center, right across the street from the Agassi School, and what you saw Frank Hawkins accomplished on Lake Mead and the Enterprise Park. All these incremental successes are building some real momentum over there and certainly from what I heard, especially from the leasing component, they've come a long way in 60 days. I, it's — it's always a difficult decision because you just don't want to string it along and then end up 60 or 90 days down the road back at square one, but it seems that things are moving in the right direction. And I would – certainly support, certainly with Councilman Weekly's approval, just perhaps extending that 30 days to the 60 and really drawing the line there because I don't think that 30-day additional time period is going to hurt us any more or hold us back any more. It seems that the momentum is carried over to this project, and certainly the gentleman that spoke on leasing is working diligently each and every day. And I echo Councilman Mack's comments. I don't think anybody in this City works harder representing his ward and especially this area, to generate some interest and some enthusiasm and some business

development than Councilman Weekly. He — has a perspective that no one has, and I— certainly support what he's going to move — move on this item.

MAYOR GOODMAN
Councilman Weekly

COUNCILMAN WEEKLY
Yes.

MAYOR GOODMAN
I feel like Yogi Bear. This is déjà vu all over again.

COUNCILMAN WEEKLY
Yeah.

MAYOR GOODMAN
You know, this is exactly what happened with L' Octaine at Las Vegas Boulevard and Gass.

COUNCILMAN WEEKLY
Yeah.

MAYOR GOODMAN
Tom Hom Group wanted 60 days. They wanted 60 days, then the default, nothing was going to happen, and then all I could tell you the bottom line is they broke ground, and they're building 51 beautiful garden apartments there that will make the City a better place.

COUNCILMAN WEEKLY
Yeah. (inaudible)

TERI PONTICELLO
Mr. Mayor.

MAYOR GOODMAN

Yes.

TERI PONTICELLO

Teri Ponticello with the City Attorney's office. I just, whatever decision is made by the Council with respect to this item, I am going to recommend that at this time that what action is done, if should there be, whether there'd be a 30-day extension or 60-day extension, that we go forward, that you direct staff to move forward with the third amendment to the DDA because we are, in as much as Mr. Smith has taken and tendered the $20,000 deposit, there seems to be some uncertainty as to the provisions of the contract that now cover this third deposit. And I want to make that absolutely certain that we have an understanding and we can certainly, under the direction of the staff and Mr., Councilman Weekly, prepare a third amendment to cover it, to make sure that the wishes of the Council are set forth for the parties.

MAYOR GOODMAN

Okay, and, of course, the fact that the deposit, the check is in Ms. Ronemus' hand doesn't mean to say that it can't be handed right back; we understand that.

COUNCILMAN WEEKLY

Okay,. You guys ready? Your Honor, I'm sorry.

TERI PONTICELLO

I'll be willing, we'll be willing to go forward at the next Council meeting.

COUNCILMAN WEEKLY

Sure, not a problem. Your Honor, I share all the sentiments I have heard from everybody, and I do understand everybody has their own personal opinion on this. This project is a long time coming, and I'm sticking to my guns on this one. I'm staying with the 30 days, and I guess my only question would be, even with that, after this, how does it work with Achenbaum because I would really actually like to wrap it all up in one, personally, because it seems as if when this one is concluded, the other gentleman has some additional days on this contract. Is that correct?

VERBATIM TRANSCRIPT — ITEM 3

IAIN VASEY

Yes, Councilman. If – Council directs today to give a 30-day extension as you've talked about, in 30 days if there is no closing of financing by, well it would be from March 5th to, so it would be April 5th give or take. If the financing isn't closed by April 5th, the City would send a notice of default to the developer requiring them to — cure that default within 30 days, so that would be 'til March, April , May 5th and then the financial partner, WSA Management would be granted an additional 30 days beyond that to cure the default, which would be to close on financing and then seven days after that began construction.

COUNCILMAN WEEKLY

Yeah, well, this is — a tough project, and like I said everybody has their own opinion, and I'm fine with that. You know, I listened to what Mr. Collins indicated in reference to just some of the comments about, and I'm not putting any words in Mr. Edmond's mouth, but you know it just saddens me when I hear perceptions of the neighborhood, and with some people, it is what it is. You know, you look at shows like CSI, even on CSI the other night, West Las Vegas was referred to in a negative way. If you want to look for a dead body, go on "D" and Washington. You know and, it just— really bothers me, but at any rate, nothing personal to you, Mr. Smith, and nothing personal to you, Mr. White. I think you guys are good at what you do. I mean it's nothing even personal with Mr. Edmond. It's just about principles; it's about moving on and looking at a possible new vision, and so I don't know where we'll be in 30 days. This Council has, they can vote however they choose to. This is just my opinion, and this is how I feel about it. I don't owe anybody nothing in this room, nothing, okay and so, I'm — sticking to that, and it's a bad decision? Oh well, charge it to my head and not to my heart, but I think I feel I am doing the right thing for this community. I live in the community also. I don't live out in another neighborhood, and I know what it's like, Mr. Smith, to sit in meetings and hear about great things going on in other areas of town. It's — a wonderful feeling to be a part of that, but when I represent areas like I do where there is no respect for certain areas of my district, absolutely none, it's — a very sad feeling, and it's really tough because it's so easy to sit out on the outside and throw stones and talk about what you would do. It's very easy to do that, but when you have to actually sit here and try to make a conscious decision that will affect the general masses because I understand, I've learned on this job that you can't please everybody.

And so again, Mr. White, I don't know where we'll going to be in 30 days from now. I — have no idea.

FRANK WHITE

Councilman, I certainly share your sentiments with regard to how people feel about the neighborhood. I must tell you that for twenty plus years, I've been involved in commercial real estate leasing and development. And it saddens me to know that for that twenty something years, I've tried incredibly to try to bring goods and services to communities throughout the country, not just here in Las Vegas, Nevada but throughout the country. And I can tell you that I hear some of the internal conversations from retailers and some of the expectations or non-expectations that are rendered to certain particular projects. But I must also tell you that there — is an upside to it, and it is —, the industry is changing to some extent because I believe that this is the last frontier, not just here in Las Vegas, but in Anacostrain, Washington, D.C., or in Kansas City or wherever else that folks are undertaking development projects to try to bring simple goods and services to the community. I must also tell you that in this particular situation, this is not just a job to me. This is my passion. You know, for twenty something years I've been involved in retail real estate again and nothing — rewards me the way this project does, in a way that other projects will. This is the legacy that I'm passing on to my children, and what Frank White did for his community and for his people.

MAYOR GOODMAN

All right, I think we're ready for a motion, Council.

LAWRENCE WEEKLY

Your Honor, that's my motion. Your Honor, I'm going to move for 30 days.

MAYOR GOODMAN

Well, what's the question? We got to wind this up.

FRANK WHITE

One question is — How long was this supposed to take in the beginning?

MAYOR GOODMAN

No.

FRANK WHITE

No?

MAYOR GOODMAN

This has been going on a long time.

FRANK WHITE

Long time.

MAYOR GOODMAN

About four years.

SECOND UNIDENTIFIED MALE

Mayor, if I may very — briefly.

MAYOR GOODMAN

No, we have a —

THIRD UNIDENTIFIED MALE

Go — ahead.

MAYOR GOODMAN

No, we have — a motion. Do you want to include the 20,000 in the motion or (inaudible)?

COUNCILMAN WEEKLY

Absolutely. That's it, yeah. That's the only way I'm going to grant the 30 days.

VERBATIM TRANSCRIPT — ITEM 3

MAYOR GOODMAN
All right. So, your motion is to grant 30-day extension, $20,000 non-refundable.

COUNCILMAN WEEKLY
Absolutely.

MAYOR GOODMAN
All right, and that the third amendment will be entered into between the applicant and the City. Is that it? Let's vote on it.

DAVID SMITH
(inaudible) acceptable.

MAYOR GOODMAN
Well, if they're not acceptable —

DAVID SMITH
That's a very good question, as to whether the amendment's acceptable to the developer.

MAYOR GOODMAN
Well, if it's not, tell us now.

DAVID SMITH
I don't have the authority from the principals of the developer to take less than 60 days for the $20,000.

MAYOR GOODMAN
And then we'll — The motion's 30 days.

UNIDENTIFIED SPEAKER
(Inaudible)

MAYOR GOODMAN

The motion's 30 days.

UNIDENTIFIED SPEAKER

(inaudible)

MAYOR GOODMAN

I mean do you want to talk about perception or reality?. If you're talking about perception, it's 30 days. If you're talking about reality, it's 90 days.

DAVID SMITH

But — perception becomes reality for Frank—

MAYOR GOODMAN

It's 90 —

DAVID SMITH

— when he's out there trying to sign the leases for Frank and there's a default –

MAYOR GOODMAN

With all — due respect, he's a smart man, very articulate. He could tell whoever he's dealing with the truth, and he's got 90 days.

DAVID SMITH

So he's put the motion forward.

MAYOR GOODMAN

Well, we don't want to want put it forward unless it's agreeable. I don't want to steal your $20,000.

DAVID SMITH

I didn't think you did. I thought the Council wanted this project to come to fruition.

MAYOR GOODMAN

We did, and that's the reason that we're voting for the extension. I like Mr. Edmond. He came in here, and I asked him (inaudible) can you get it done. He said yes, I need 60 days. We gave it to him. Councilman now says 30 days; he tendered a check for $20,000. If he want it back, that's fine, and we can vote, and no — strong arm here at all. I love the project. I want it to succeed, but I have to give great deference to my colleague.

DAVID SMITH

Does that deference extend to that which is probably impractical?

MAYOR GOODMAN

Well, that's your choice. It's — his ward, and he knows what's best for his ward.

DAVID SMITH

Councilman Weekly, do you sincerely feel that your ward is best served by us operating in days 31 through 60 with a notice of default out there?

COUNCILMAN WEEKLY

Sir, I'm sorry. Mr. Smith, I can't answer that question. All I know is that I just have a decision to make today.

DAVID SMITH

But it's, that's kind of central to the decision, is it not?

COUNCILMAN WEEKLY

I'm sorry.

VERBATIM TRANSCRIPT — ITEM 3

DAVID SMITH
Isn't that central to the decision?

COUNCILMAN WEEKLY
Yes, sir.

DAVID SMITH
So —

COUNCILMAN WEEKLY
Well, I'm —

DAVID SMITH
Fine, please put the motion forward.

TERI PONTICELLO
Councilman, Councilman Weekly, just a, that we would need a third amendment to go to the March 17th board to cover your motion, if there's an extension.

COUNCILMAN WEEKLY
Okay. That's my motion with the third amendment. Yes.

MAYOR GOODMAN
All right, let's vote. Post. Motion carries. **(Motion carried unanimously with L.B. McDonald excused)** I hope you get it done.

DAVID SMITH
Thank you.

COUNCILMAN MACK
Your Honor, please show me as an affirmative vote.

VERBATIM TRANSCRIPT — ITEM 3

MAYOR GOODMAN

An affirmative vote. All right.

(END OF DISCUSSION)

/lc;da

Submitted at Redevelopment Agency

Date 3-3-04 Item Citizens Participation

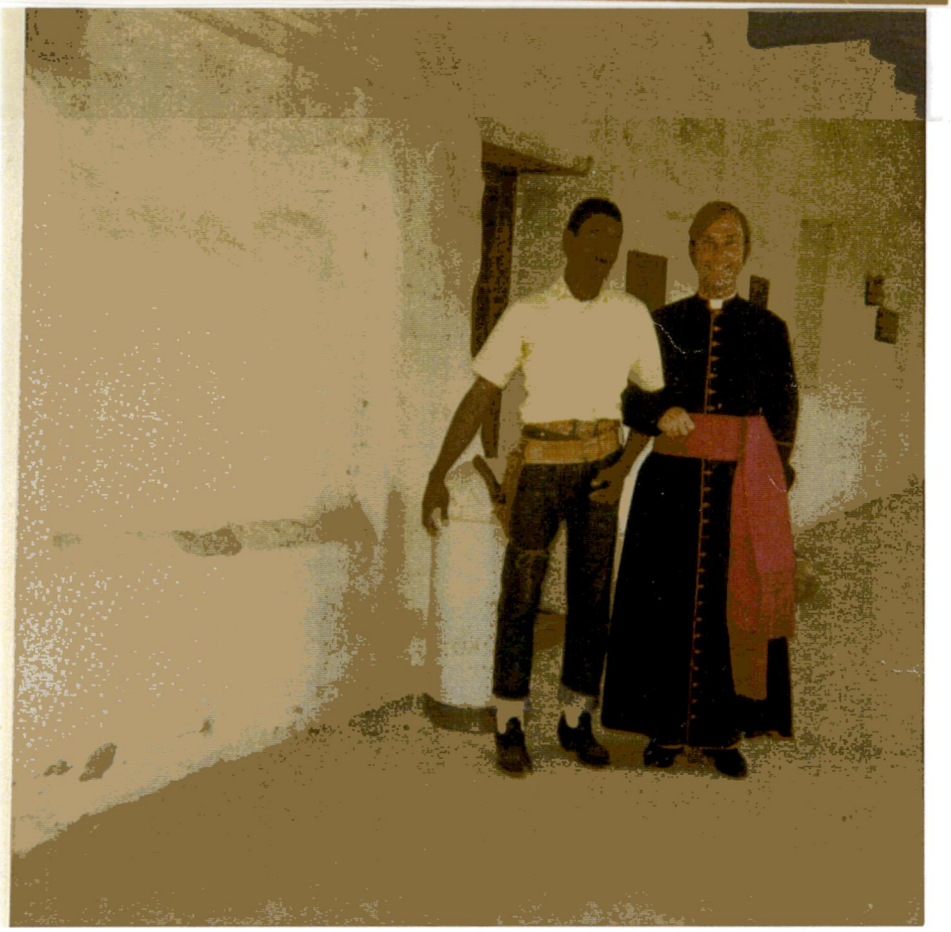
one of five old Girl friends

The Phoenix

Gazette Staff Photo

IT'S MIGHTY FINE

Because she is 101 years old, Caroline Cannon, of 1737 E. Jefferson, was presented a miniature stagecoach by a "young" friend, Anthony L. Hodges, 33, of 1115 W. Broadway. She was born a slave.



City of Las Vegas

Agenda Item No.: 3

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 3, 2004

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY, ACTING

SUBJECT:
DISCUSSION AND POSSIBLE ACTION REGARDING EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, APN 139-28-503-024 - WARD 5 (WEEKLY)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
Pursuant to the Second Amendment to the Disposition and Development Agreement between the Redevelopment Agency and Edmond Town Center, LLC ("Developer"), and pursuant to the amendment read into the record on January 7, 2004, the Developer is required to close on its Development Loan by March 5, 2004, commence construction by March 12, 2004, and complete construction by March 12, 2005. A representative of the Developer will be providing an update on whether these deadlines can be met.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
1. Disclosure of Principals
2. Locator Map

MOTION:
WEEKLY – APPROVED drafting a third amendment to the DDA, to be presented at the 3/17/2004 meeting, allowing a 30-day extension in exchange for a non-refundable good faith payment in the amount $20,000 – UNANIMOUS with L.B. McDONALD excused

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

APPEARANCES:
OSCAR GOODMAN, Chairman
IAIN VASEY, Acting Director, Office of Business Development
DAVID SMITH, Edmond Town Center

REDEVELOPMENT AGENCY MEETING OF MARCH 3, 2004
Business Development
Item 3 – DISCUSSION AND POSSIBLE ACTION REGARDING EDMOND TOWN CENTER, A RETAIL SHOPPING CENTER TO BE CONSTRUCTED AT THE SOUTHWEST CORNER OF "H" STREET AND OWENS AVENUE, APN 139-28-503-024 – WARD 5 (WEEKLY)

MINUTES - Continued:

APPEARANCES – Continued:
UNIDENTIFIED FEMALE
FIRST UNIDENTIFIED MALE
JOHN EDMOND, Edmond Town Center
LAWRENCE WEEKLY, Member
FRANK WHITE, Edmond Town Center
TOM McGOWAN, Las Vegas resident
RUTH DOLT, Berkley Square
GENE COLLINS, 1101 Eleanor
DAN CONTRERAS, Bonanza Village resident
BEATRICE TURNER, West Las Vegas resident
MICHAEL MACK, Member
LARRY BROWN, Member
TERI PONTICELLO, Deputy City Attorney
SECOND UNIDENTIFIED MALE
THIRD UNIDENTIFIED MALE

(11:37 – 12:19)
2-2119/3-1

City of Las Vegas

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 3, 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, said that she is a fighter and not like other people that just stay home and not participate. She then noted that, after seeing who gave the invocation during that morning's Council meeting, the City must be desperate for invocators.

JERRY NEAL, 814 "M" Street, complained that the Las Vegas Housing Authority is interfering with the function of the Marble Manor Resident Council. It cannot raise funds or send and respond to correspondence. The president, SHARON RUSS, feels threatened by MR. CROCKLIN, the coordinator under LAURA McGEE, and will not take action. The Council has not been able to obtain funds it is entitled to for making changes and improvements. He urged the Council to intervene.

GENE COLLINS, 1101 Eleanor, expressed his appreciation to the Council members and commended them for making the right decisions, even when they are difficult.

TOM McGOWAN, Las Vegas resident, concurred with the comments of MR. COLLINS regarding difficult decisions. He added that respect must be given in order to receive it, and there must be mutual respect among the Councilmembers. He reminded the Council that this is not their City, but that of the entire community. He then questioned the status of the proposal he submitted for the Overlay District and asked for a response to his question about ownership of the Fremont building.

DAN CONTRERAS, Bonanza Village resident, said that several years ago he requested a website showing the status of projects within the redevelopment area, which he felt is a great idea that would save the City a lot of time because people would not have to call in for information. He also suggested business license renewal statements include a notice advising the licensees about the benefits of being in the redevelopment area. He then commended MEMBER WEEKLY on some of the difficult decisions he has had to make regarding development in Ward 5, such as when he recently denied a check-cashing establishment at Rancho and Washington. In its stead a small business owner put in a Mexican restaurant that has been very successful. This, to him, was smart redevelopment. Lastly, he urged the Members to earmark a portion of the $1 million collected from Cheetah's to start the program for boarded up houses.

MINUTES - Continued:

TODD FARLOW, 240 N. 19th Street, concurred with MR. CONTRERAS regarding the money from Cheetah's. At his request, ALEJANDRO SID introduced himself. He was an intern from Las Vegas High School who was present to observe the meeting. MR. FARLOW said that MEMBER WEEKLY is a good man.

MEMBER WEEKLY expressed his appreciation to his fellow colleagues for their support. But wondered if they sometimes understand the differences and adversities between the wards. He noted that the World Market issue was very important to him, because, while other Councilmembers deal with development, he deals a lot with social issues, such as homelessness and drugs. But he is well aware and understands the problems in Ward 5, because he drives through the neighborhoods to find out what his constituents are referring to when they call in with complaints. He asked the Councilmembers to please listen to his concerns, noting that his decision about Edmond Town Center was very difficult, but he had to draw the line and do what he felt is best for his Ward.

ANTHONY HODGES, 6284 Mount Rainier Avenue, submitted pictures and a newspaper article to demonstrate his involvement in this community and others. CHAIR GOODMAN noted that the Members would be taking pictures with MR. HODGES, as he was leaving the Las Vegas area.

COUNCILMAN MACK welcomed ED GARCIA to the Traffic & Parking Commission.

(12:19 – 12:42)

3-381

THE MEETING ADJOURNED AT 12:42 P.M.

Respectfully submitted: Gabriela S. Portillo-Brenner
GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
March 29, 2004

Barbara Jo Ronemus
Barbara Jo Ronemus, Secretary