

S.V.

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

# MINUTES

Meeting of  
JUNE 16, 2004  
9:00 A.M.

C

(Following the morning session of the City Council Meeting)

Called To Order: 1:17 P.M.  
Adjourned: 1:58 P.M.

## REDEVELOPMENT AGENCY

PRESENT ABSENT EXCUSED

CHAIRMAN OSCAR B. GOODMAN



MEMBER GARY REESE - VICE-CHAIRMAN



MEMBER LARRY BROWN



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: September 15, 2004

ATTEST:

SECRETARY

CHAIRMAN

47✓

# 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, JUNE 16, 2004

9:00 A.M.

(Following Morning Session of the City Council Meeting)

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

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

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 1. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF APRIL 21, 2004
- 2. RA-1-2004 - DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE OF THE TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE IN THE AMOUNT OF \$1,837,360.00 TO SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC AND PROVIDING FOR ALL MATTERS RELATED THERETO - WARD 5 (WEEKLY)
- 3. DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM WORLD MARKET CENTER LLC'S CURRENT STATUS AND COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT EMPLOYMENT 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)

CITIZENS 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

**(Mailing required under the provisions of NRS Chapter 241)**

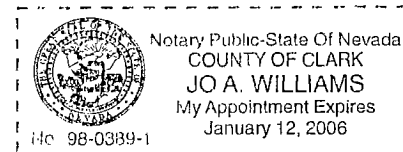
**Paula Clark**, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **June, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **16th day of June, 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

**City Clerk**  
**DEPARTMENT**

11<sup>th</sup> day of JUNE, 2004

NOTARY PUBLIC in and for said County and State





**REDEVELOPMENT AGENCY AGENDA**  
**MEETING OF: JUNE 16, 2004**

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

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

**MINUTES:**

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 1:17 P.M.

**PRESENT:** CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, WEEKLY, MACK, and MONCRIEF with Ward 2 Seat vacant

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

ANNOUNCEMENT MADE: Posted as follows:  
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 S. Grand Central Pkwy.  
Grant Sawyer Building, 555 E. Washington Avenue

(1:17)

**3-2563**

**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: JUNE 16, 2004**

---

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: CHRIS KNIGHT, ACTING**

**SUBJECT:**

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF APRIL 21, 2004

**MOTION:**

**REESE – APPROVED by Reference – UNANIMOUS with Ward 2 seat vacant**

**MINUTES:**

There was no discussion.

(1:18)

3-2511

**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: JUNE 16, 2004**

---

**DEPARTMENT: BUSINESS DEVELOPMENT**  
**DIRECTOR: CHRIS KNIGHT (ACTING)**

**SUBJECT:**  
**RESOLUTIONS:**

**RA-1-2004 - DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE OF THE TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE IN THE AMOUNT OF \$1,837,360.00 TO SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC AND PROVIDING FOR ALL MATTERS RELATED THERETO - WARD 5 (WEEKLY)**

**Fiscal Impact**

|                                     |                               |                                             |
|-------------------------------------|-------------------------------|---------------------------------------------|
| <input type="checkbox"/>            | <b>No Impact</b>              | <b>Amount: \$1,837,360.00</b>               |
| <input checked="" type="checkbox"/> | <b>Budget Funds Available</b> | <b>Dept./Division: REDEVELOPMENT AGENCY</b> |
| <input type="checkbox"/>            | <b>Augmentation Required</b>  | <b>Funding Source: RDA FUNDS</b>            |

**PURPOSE/BACKGROUND:**

On June 19, 2002, RDA and Chelsea entered into an Owner Participation Agreement for the development of Chelsea Premium Outlet Project and payment to Chelsea of 41% of the tax increment from the Project to reimburse certain costs incurred by Chelsea to construct and develop Qualified Improvements for the Project. The Note shall mature on May 5, 2016 and shall have an interest rate of 7%. The payments shall only be payable from available accrued taxes received by the RDA.

**RECOMMENDATION:**

It is recommended that the Agency Board approve the Resolution.

**BACKUP DOCUMENTATION:**

1. Amended Resolution No. RA-1-2004 with attached Note form
2. Disclosure of Principals form

**MOTION:**

**WEEKLY – APPROVED as amended – UNANIMOUS with GOODMAN abstaining because he and MR. FEINN are each one-third owners, along with J. BROWN, in property referred to as the Outpatient Medical Building and MR. FEINN has not closed escrow and Ward 2 seat vacant**

NOTE: Before moving on to Item 3, AL GALLEG0, citizen of Las Vegas, presented a photo on the overhead of property and insisted the Mayor abstain on this item, even though MAYOR GOODMAN said that escrow has not closed on that property. CITY ATTORNEY JERBIC advised that the Mayor's relationship with MR. FEINN was previously disclosed in detail. MR. FEINN has not closed escrow and does not yet own the property. MAYOR GOODMAN noted that he has been advised that he could vote on this matter; however, in an abundance of caution, he opted to abstain.

REDEVELOPMENT AGENCY MEETING OF JUNE 16, 2004  
Office of Business Development  
Item 2 - RA-1-2004

**MINUTES – Continued:**

MARK FIORENTINO, Attorney, Kummer, Kaempfer, Bonner and Renshaw, appeared representing Chelsea. DEPUTY CITY ATTORNEY TERESITA PONTICELLO reviewed the information under the Purpose/Background section above. She added that the project was completed and the developer provided documentation demonstrating that they incurred the required costs in improvements. Agency staff reviewed the documentation and found that all requirements were fulfilled to issue this resolution, which she noted has been amended, as recommended by JOHN SWENSEID, Bond Counsel. She then reviewed the recommended changes included in the amended resolution.

CHAIRMAN GOODMAN asked if the amount given under fiscal impact is 41% of the taxes that Chelsea has paid. MARK VINCENT, Director, Finance and Business Services, answered that the amount is 41% of the taxes forecasted to be paid. CHAIRMAN GOODMAN then asked if the City has received that amount in taxes to date. MR. VINCENT explained that the City made a commitment to share 41% of the tax increment that the improvements will generate over the next 13 years. The note structure includes a future forecast of the tax increment from the improvements made. These were discounted back at 7%, as required by the agreement, and arrived at the \$1.8 million. Note payments were then calculated and amortized at 7% interest over the next 13 years, arriving at a note payment of \$220,000. However, in discounting the future payments, based on the assumptions made on the growth and assessed value, the Agency is limited to the note structure and can only pay 41% of the tax Chelsea pays. In order to ensure fairness to Chelsea, staff conducted some studies of similar malls and arrived at an assumption that the value of those improvements might grow at 12% over the next 13 years. So the note payments are going to accelerate over time and Chelsea will pay a tax increment of about \$10 million over the next 13 years, with 7.5 attributed to Chelsea's improvements. Chelsea will receive over the 13 years 41% of it, or about \$3 million. The difference between the \$3 million and the \$1.8 million is the interest at 7%.

CHAIRMAN GOODMAN confirmed with ATTORNEY FIORENTINO that he understood MR. VINCENT'S explanation.

(1:18 - 1:27)

3-2582

1 RA-1-2004

2 **RESOLUTION AUTHORIZING THE ISSUANCE OF THE TAXABLE TAX**  
3 **INCREMENT SUBORDINATE LIEN NOTE IN THE AMOUNT OF \$ 1,837,360.00 TO**  
4 **SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC AND PROVIDING FOR**  
5 **OTHER MATTERS PROPERLY RELATED THERETO**

6 WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") entered into  
7 the Owner Participation Agreement dated June 19, 2002 (the "Agreement") with Simon/Chelsea  
8 Las Vegas Development, LLC ("Developer") for the development retail shopping center for  
9 redevelopment (the "Project") on certain real property located in the Redevelopment Area within  
10 the boundaries of the City of Las Vegas, Clark County, Nevada; and

11  
12 WHEREAS, the Agreement provided that upon the completion of the Project and the  
13 submission by the Developer of certain hard and soft costs incurred by the Developer to  
14 construct and develop Qualified Improvements, as defined in the Agreement, for the Project, the  
15 Agency would issue a Taxable Tax Increment Subordinate Lien Note to reimburse the Developer  
16 of those certain costs; and

17  
18 WHEREAS, the Developer has submitted written certification of the required  
19 documentation of the costs constituting the Qualified Improvements and the Agency has  
20 reviewed and approved such costs as accurate and were in fact incurred by the Developer; and

21  
22 WHEREAS, pursuant to Section 117 of the Agreement, the Agency has reviewed the  
23 conditions precedent and has determined that the Project is in compliance with the approved  
24 plans and the Certificate of Completion and Agreement to be Recorded Affecting the Real  
25 Property has been executed and has or will be recorded; and

26  
27 WHEREAS, the Agency finds and determines that it may issue the Taxable Tax  
28 Increment Subordinate Lien Note in the amount of \$1,837,360.00 (the "Note") to the Developer

1 pursuant to the terms of this Resolution and the Note and that such issuance is pursuant to and in  
2 full compliance with the Constitution and laws of the State of Nevada, particularly the Nevada  
3 Community Redevelopment Law, consisting of NRS 279.382 to NRS 279.680, inclusive (the  
4 "Act") for the purpose of defraying a portion of the costs of the Project located in the  
5 Redevelopment Area.  
6

7 NOW, THEREFORE, BE IT RESOLVED, that the Agency issue the Taxable Tax  
8 Increment Subordinate Lien Note in the amount of \$1,837,360.00 to Developer, the form of such  
9 Note which is attached hereto as Exhibit "A" and incorporated herein by reference; and  
10

11 RESOLVED FURTHER, that this Note is payable exclusively from Available  
12 Accrued Taxes as defined in the Agreement and that by the Developer or the Registered Owner  
13 accepting this Note, the Owner agrees that it has no other source to look for payment, and the  
14 Agency shall not be in default hereunder if the Owner of this Note is not paid the principal and  
15 interest hereon when due because of the fact the Available Accrued Taxes are insufficient for  
16 making that payment; however, any unpaid amounts due shall accrue from year to year until the  
17 Maturity Date and any available Accrued Taxes which are over and above what is needed for  
18 paying that current year's principal and interest on this Note and the amount required to pay  
19 Superior Bonds as described below shall be utilized for the purpose of paying such prior years'  
20 accrued and unpaid principal and interest requirements with respect to this Note. Any amounts  
21 due hereunder which have not been paid on or before the Maturity Date because of an  
22 insufficiency of Available Accrued Taxes shall cease to be due and payable thereafter and this  
23 Note shall be at that time deemed to be paid in full; and  
24  
25

26 RESOLVED, the payment of the Available Accrued Taxes for the payment of the  
27 principal and interest on the Note is subordinate and junior to the lien of the Agency Debt,  
28

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

13  
14  
15         RESOLVED FURTHER, payment of the Note from Available Accrued Taxes will be  
16 subordinate to the repayment of the Agency's pre-existing debt ("Agency's Pre-Existing Debt")  
17 which is outstanding at the time such Note is issued, other than Agency debt to the City of Las  
18 Vegas, including any debt issued after such date for the purpose of refunding the then  
19 outstanding principal balance of such Agency's Pre-Existing Debt. Payment of the Note from  
20 Available Accrued Taxes will also be subordinate to the repayment of the Agency's debt  
21 ("Agency's Future Debt", which term does not include any Agency debt owed to the City of Las  
22 Vegas) which is issued hereafter as parity or subordinate Additional Parity Obligations or  
23 Subordinate Obligations as defined in and issued in accordance with the Indenture of Trust dated  
24 June 1, 1995 pursuant to which the Agency's Series 1995B Bonds were issued if, and only if, the  
25 chief financial officer of the Agency files a certificate prior to any issuance of such Agency's  
26  
27  
28

1 Future Debt establishing that the reasonably projected aggregated amount of the incremental  
2 increase in property taxes to be generated by all property within the City of Las Vegas  
3 Redevelopment Area over the remaining term of the then outstanding Notes, minus the aggregate  
4 amount of such incremental taxes to be set aside for low-income housing pursuant to NRS  
5 279.685 and minus the aggregate remaining debt service on all then outstanding Notes, equals at  
6 least 115% of the reasonably projected debt service on all then outstanding Agency's Pre-  
7 Existing Debt and on all then outstanding as well as the proposed to be issued Agency's Future  
8 Debt in each year in which a Note is to be outstanding. This paragraph does not limit or restrict  
9 the Agency's ability to issue additional notes ("Developer Parcel Notes") secured by all or a  
10 portion of the incremental taxes received by the Agency on property other than the Project.  
11  
12

13           RESOLVED FURTHER, the Note and all other Developer Parcel Notes (requiring  
14 payment from all or a portion of the tax increment on a specified parcel(s) of property in the City  
15 of Las Vegas Redevelopment Area) shall share pro-rata, according to the relative unpaid  
16 principal amount of all of such notes, in any reduction in payments caused by a need to use  
17 incremental taxes (including Available Accrued Taxes) to pay Agency Debt.  
18

19           RESOLVED FURTHER, principal of and interest on the Note shall not constitute an  
20 indebtedness of the City, the Agency, the State of Nevada or any other political subdivision  
21 thereof, and neither the City, the State nor any political subdivision thereof other than the  
22 Agency shall be liable thereon, nor shall the principal of or interest on the Note constitutes a  
23 general obligation of the Agency or be payable out of any funds or properties of the Agency  
24 other than Available Accrued Taxes.  
25

26           RESOLVED FURTHER, the Note shall not be assigned by the Registered Owner to  
27 anyone other than those defined as Developer in the Agreement without the Agency's written  
28

1 consent, which the Agency may in its sole discretion, determine to grant. The Note shall be fully  
2 registered as to the payment of principal and interest and the City Treasurer, as Registrar/Paying  
3 Agent, shall maintain books for that purpose in his office. Such books shall show the name and  
4 address of the Registered Owner of the Note, the principal amount thereof, and the interest rates  
5 and the payment date for interest on the Note, and the due dates of the principal of the Note.  
6 Transfer of the Note may be made only on the registration books maintained by the Registrar and  
7 similarly noted on the Note. The Registrar shall so transfer the Note on presentation of the Note  
8 at his office together with evidence of transfer satisfactory to the Registrar and subject to such  
9 reasonable regulations as the Registrar may prescribe, and only in the circumstances described in  
10 the first sentence of this paragraph. The Registrar shall not be required to transfer the Note  
11 within fifteen (45) days of any date on which the principal of the Note is being prepaid.

12  
13  
14           RESOLVED FURTHER, the Note may be prepaid in whole or in part at any time.  
15 Notice of prepayment shall be given by mailing a copy of the prepayment notice by registered or  
16 certified mail, not less than 30 days prior to the date fixed for prepayment to the Registered  
17 Owner at the address shown on the registration records maintained by the Treasurer. The  
18 amount called for prepayment will cease to bear interest after the specified prepayment date. In  
19 case of prepayment of the principal of the Note, notation of such prepayment shall be made on  
20 the Note in the prepayment panel provided thereon, signed by the City Treasurer, and a like  
21 notation shall be made on the registration books. Prepayment shall not be made until the Note is  
22 presented to the Treasurer to make such notation, but interest shall cease to accrue on the portion  
23 prepaid on the date for prepayment listed in the prepayment notice. A notice of prepayment  
24 given in accordance with this paragraph shall be effective notwithstanding the failure of the  
25 Registered Owner to receive such notice.  
26  
27  
28

1           RESOLVED FURTHER, the Note (or any portion of the principal or interest thereon)  
2 shall be deemed to be paid for all purposes of this Resolution when payment of the principal of  
3 plus interest thereon to the due date thereof (whether such due date is by reason of maturity or  
4 upon redemption as provided herein) either (i) shall have been made or caused to be made in  
5 accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing  
6 in trust and irrevocably setting aside exclusively for such payment (A) moneys sufficient to make  
7 such payment, (B) Government Obligations (which shall include only obligations of, or  
8 obligations unconditionally guaranteed by the United States that do not contain provisions  
9 permitting the redemption thereof at the option of the issuer) maturing as to principal and interest  
10 in such amounts and at such times as will insure the availability of sufficient moneys to make  
11 such payment, or (C) a combination of such cash and Government Obligations. If all or a  
12 portion of the principal of the Note for which an irrevocable deposit has been made as provided  
13 above is to be prepaid prior to maturity at the Agency's option the Agency shall also have given  
14 to the Treasurer irrevocable instructions to give notice of such prepayment. At such times as a  
15 Note shall be deemed to be paid hereunder, as aforesaid, such Note shall no longer be secured  
16 by or entitled to the benefits of this Resolution, except for the purposes of any such payment  
17 from such moneys and Government Obligations.  
18

19           RESOLVED FURTHER, that in the event that the Note is mutilated, lost, stolen or  
20 destroyed, the Treasurer may authenticate and issue a new Note, provided that, in the case of any  
21 mutilated Note, such mutilated Note shall first be surrendered to the Treasurer, and in the case of  
22 a lost, stolen or destroyed Note, there first shall be furnished to the Treasurer such evidence,  
23 information and indemnity as the Treasurer and the Agency may require. The Treasurer may  
24  
25  
26  
27  
28

1 charge the Registered Owner of the mutilated, lost, stolen or destroyed Note with its reasonable  
2 fees and expenses for such services.

3           RESOLVED FURTHER, each of the following are defined to be an "Event of  
4 Default" hereunder.  
5

6           (i) the Agency fails to make a payment due on the Note when Available Accrued  
7 Taxes are available to that payment; or

8           (ii) the Agency defaults in complying with the terms and conditions of this  
9 Resolution or the Note.  
10

11 If an Event of Default shall have occurred hereunder, and in the case of the events listed in  
12 clauses (ii) of the preceding sentence only, such Event of Default is not cured within 30 days  
13 after written notice from the Registered Owner hereof specifying the Events of Default and  
14 requiring that it be remedied, then the Registered Owner may proceed against the Agency to  
15 protect and enforce all of its rights hereunder by mandamus or by other suit, action or special  
16 proceeding in law or in equity in any Nevada court of competent jurisdiction for the specific  
17 performance of the covenants and agreements of the County hereunder, and the Registered  
18 Owner may exercise such other remedies available to it at law or in equity.  
19

20           RESOLVED FURTHER, no recourse shall be had for the payment of the provisions of  
21 or interest on the Note or for any claim based thereon or otherwise in respect to the Resolution or  
22 other instrument pertaining thereto against any individual member of the Agency, or any officer  
23 or other agent of the Agency, past, present, or future, either directly or indirectly, whether by  
24 virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or  
25 otherwise, all such liability, if any, being by the acceptance of the Note and as a part of the  
26 consideration of its issuance specially waived and released.  
27  
28

1           RESOLVED FURTHER the Agency, without consent of, or notice to, any of the  
2 Registered Owner of the Note, amend this resolution for any one or more of the following  
3 purposes:

4           (i)     To cure any ambiguity or formal defect or omission in this Resolution;

5           (ii)    To grant to or confer upon the Registered Owner any additional rights,  
6 remedies, powers or authorities that may lawfully be granted to or conferred upon the  
7 Registered Owners;

8           (iii)   To pledge additional revenues, properties or collateral to the payment of  
9 the Note; or  
10

11           (iv)   To make any other amendment to the terms and provisions of this  
12 Resolution as, in the judgment of the Agency, is not adverse to the interests of the  
13 Registered Owner.  
14

15           Exclusive of amendments permitted by the preceding sentence, this Resolution will not be  
16 amended or modified without the written consent of the Registered Owner.  
17

18           RESOLVED FURTHER it is hereby certified, recited and declared that all acts,  
19 conditions and things required to exist, happen and be performed precedent to and in the  
20 adoption of this Resolution and the issuance of the Note do exist, have happened and have been  
21 performed in due time, form and manner as required by law. The Chairperson of the Agency is  
22 hereby authorized to execute the Note on behalf of the Agency and the Secretary shall attest to  
23 said execution. The Note shall not be valid or become obligatory for any purpose or be entitled  
24 to any security or benefit under the Resolution until the certificate of authentication hereon shall  
25 have been manually signed on behalf of the Treasurer.  
26  
27  
28

1 THE FOREGOING RESOLUTION was passed, adopted and approved this 16 day of

2 June, 2004.

3  
4 CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

5  
6 By: [Signature]  
OSCAR B. GOODMAN, Chairman

7 ATTEST:

8 [Signature]  
9 BARBARA JO RONEMUS, Secretary

10  
11 APPROVED AS TO FORM:

12  
13 [Signature]  
14 Date 6/16/04

**EXHIBIT "A"**

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY**

**TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE**

**DATED JUNE 30, 2004**

No. 1

**MATURITY DATE March 5, 2016**

**REGISTERED OWNER: Simon/Chelsea Las Vegas Development, LLC**

**PRINCIPAL AMOUNT: \$1,837,360.00**

**INTEREST RATE: SEVEN PERCENT (7%) PER ANNUM**

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

| <u><b>DATE</b></u> | <u><b>PRINCIPAL DUE</b></u> |
|--------------------|-----------------------------|
| June 30, 2004      | \$219,842.00                |
| June 30, 2005      | \$219,842.00                |
| June 30, 2006      | \$219,842.00                |
| June 30, 2007      | \$219,842.00                |
| June 30, 2008      | \$219,842.00                |
| June 30, 2009      | \$219,842.00                |
| June 30, 2010      | \$219,842.00                |
| June 30, 2011      | \$219,842.00                |
| June 30, 2012      | \$219,842.00                |
| June 30, 2013      | \$219,842.00                |
| June 30, 2014      | \$219,842.00                |
| June 30, 2015      | \$219,842.00                |
| March 5, 2016      | \$219,842.00                |

and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable annually on June 30 of each year, commencing June 30, 2004, until the earlier of the maturity date listed above or such time as said Principal Amount is paid, unless this Note shall have been called for prior prepayment and payment hereof shall have been made or provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the City Treasurer of the City of Las Vegas Nevada (the "Treasurer") as paying agent under the Resolution pursuant to which

this Note (the "Note") is issued and secured or at such other office as may be designated by the Treasurer. Payment of interest on this Note and other payments of principal shall be made by check or draft mailed by the Treasurer to the person in whose name this Note is registered in the registration records of the Treasurer (the "Registered Owner") at the address appearing thereon at the close of the business on the business day next proceeding the date such interest is paid. All such interest payments shall be made in lawful money of the United States of America. If any payment date is on a Saturday, Sunday or Legal Holiday, payment (by mail) shall be made on the next succeeding business day.

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

This Note is payable exclusively from Available Accrued Taxes as defined in the Owner Participation Agreement between the Agency and Simon/Chelsea Las Vegas Development, LLC dated June 19, 2002. By accepting this Note, the Owner hereby agrees that it has no other source to look for payment, and the Agency shall not be in default hereunder if the owner of this Note is not paid the principal and interest hereon when due because of the fact the Available Accrued Taxes are insufficient for making that payment however; any unpaid amounts due shall accrue from year to year until the Maturity Date and any available Accrued Taxes which are over and above what is needed for paying that current year's principal and interest on this Note and the amount required to pay Superior Bonds as described below shall be utilized for the purpose of paying such prior years' accrued and unpaid principal and interest requirements with respect to this Note.

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

The payment of the Available Accrued Taxes for the payment of the principal and interest on this Note is subordinate and junior to the lien of the Agency Debt, described below. Payments of the principal and interest on the Note shall be made only if Available Accrued Taxes remain available to the Agency after the payment of the Agency's Pre-Existing Debt and Agency's Future Debt (as defined below) and failure to pay the principal of or interest on this Note as a result of the need to apply Available Accrued Taxes to Agency's Pre-Existing Debt and Agency's Future Debt (collectively "Agency Debt") should not be a default hereunder, but the amount not paid shall accrue from year to year until the maturity date and any Available Accrued Taxes which are over and above the amount that is needed for paying that current year's principal and interest on this Note and the amount required to pay the Agency Debt in that current year shall be utilized for the purpose of paying such prior years accrued and unpaid principal and interest requirements with respect to this Note. All unpaid principal and interest

that remains due on the Maturity Date hereof will cease to be owed and the Agency will owe no additional money after the Maturity Date hereof.

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Chairperson

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

TREASURER'S CERTIFICATE OF AUTHENTICATION

Date of authentication and registration: \_\_\_\_\_

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

CITY TREASURER OF THE CITY OF  
LAS VEGAS, NEVADA

\_\_\_\_\_  
Michael K. Olson, City Treasurer

[Form of Prepayment Panel]

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

Date of  
Prepayment

Principal  
Prepaid

Signature of  
Treasurer



CITY OF LAS VEGAS REDEVELOPMENT AGENCY  
TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE

DATED JUNE 30, 2004

No. 1

MATURITY DATE March 5, 2016

REGISTERED OWNER: Simon/Chelsea Las Vegas Development, LLC

PRINCIPAL AMOUNT: \$1,837,360.00

INTEREST RATE: SEVEN PERCENT (7%) PER ANNUM

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

| <u>DATE</u>   | <u>PRINCIPAL DUE</u> |
|---------------|----------------------|
| June 30, 2004 | \$219,842.00         |
| June 30, 2005 | \$219,842.00         |
| June 30, 2006 | \$219,842.00         |
| June 30, 2007 | \$219,842.00         |
| June 30, 2008 | \$219,842.00         |
| June 30, 2009 | \$219,842.00         |
| June 30, 2010 | \$219,842.00         |
| June 30, 2011 | \$219,842.00         |
| June 30, 2012 | \$219,842.00         |
| June 30, 2013 | \$219,842.00         |
| June 30, 2014 | \$219,842.00         |
| June 30, 2015 | \$219,842.00         |
| March 5, 2016 | \$219,842.00         |

and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable annually on June 30 of each year, commencing June 30, 2004, until the earlier of the maturity date listed above or such time as said Principal Amount is paid, unless this Note shall have been called for prior prepayment and payment hereof shall have been made or provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the City Treasurer of the City of Las Vegas Nevada (the "Treasurer") as paying agent under the Resolution pursuant to which this Note (the "Note") is issued and secured or at such other office as may be designated by the Treasurer. Payment of interest on this Note and other payments of principal shall be made by

check or draft mailed by the Treasurer to the person in whose name this Note is registered in the registration records of the Treasurer (the "Registered Owner") at the address appearing thereon at the close of the business on the business day next proceeding the date such interest is paid. All such interest payments shall be made in lawful money of the United States of America. If any payment date is on a Saturday, Sunday or Legal Holiday, payment (by mail) shall be made on the next succeeding business day.

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

This Note is payable exclusively from Available Accrued Taxes as defined in the Owner Participation Agreement between the Agency and Simon/Chelsea Las Vegas Development, LLC dated June 19, 2002. By accepting this Note, the Owner hereby agrees that it has no other source to look for payment, and the Agency shall not be in default hereunder if the owner of this Note is not paid the principal and interest hereon when due because of the fact the Available Accrued Taxes are insufficient for making that payment however; any unpaid amounts due shall accrue from year to year until the Maturity Date and any available Accrued Taxes which are over and above what is needed for paying that current year's principal and interest on this Note and the amount required to pay Superior Bonds as described below shall be utilized for the purpose of paying such prior years' accrued and unpaid principal and interest requirements with respect to this Note.

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

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

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

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

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

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

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

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

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

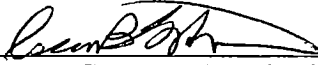
The Resolution imposes limitations and conditions on the rights of any Registered Owner to enforce the provisions of the Resolution or the Note. The Resolution permits, subject to certain conditions and limitations and with certain exceptions as provided therein, the amendment thereof and the modification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

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

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

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

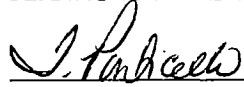
CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By:   
OSCAR B. GOODMAN, Chairperson

ATTEST:

  
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 12/16/04  
Date

TREASURER'S CERTIFICATE OF AUTHENTICATION

Date of authentication and registration: \_\_\_\_\_

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

CITY TREASURER OF THE CITY OF  
LAS VEGAS, NEVADA

Michael K. Olson

Michael K. Olson, City Treasurer

[Form of Prepayment Panel]

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

Date of  
Prepayment

Principal  
Prepaid

Signature of  
Treasurer

**Attachment I**  
**Disclosure of Principals**

**THE MEMBERS OF SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC ARE:**

|                            |                                                                          |                |
|----------------------------|--------------------------------------------------------------------------|----------------|
| CPG Partners, L.P.         | 103 Eisenhower Parkway<br>Roseland, New Jersey 07068                     | (973) 228-6111 |
| Simon Property Group, L.P. | 115 W. Washington Street<br>Suite 15 East<br>Indianapolis, Indiana 46204 | (317) 636-1600 |

**THE GENERAL PARTNER OF CPG PARTNERS, L.P. IS:**

|                                             |                                                      |                |
|---------------------------------------------|------------------------------------------------------|----------------|
| Chelsea Property Group, Inc.<br>("Chelsea") | 103 Eisenhower Parkway<br>Roseland, New Jersey 07068 | (973) 228-6111 |
|---------------------------------------------|------------------------------------------------------|----------------|

Chelsea is a publicly-held corporation, and recent Forms 10-K and 10-Q for Chelsea have been provided to the Agency.

**THE GENERAL PARTNER OF SIMON PROPERTY GROUP, L.P. IS:**

|                                         |                                                                          |                |
|-----------------------------------------|--------------------------------------------------------------------------|----------------|
| Simon Property Group, Inc.<br>("Simon") | 115 W. Washington Street<br>Suite 15 East<br>Indianapolis, Indiana 46204 | (317) 636-1600 |
|-----------------------------------------|--------------------------------------------------------------------------|----------------|

Simon is a publicly-held corporation and recent Forms 10-K and 10-Q for Simon have been provided to the Agency.

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

SIMON/CHELSEA LAS VEGAS  
DEVELOPMENT, LLC,  
A Delaware limited liability company

By: CPG Partners, L.P.  
A Delaware limited partnership  
Its Operating Member

By: Chelsea Property Group, Inc.  
A Maryland corporation  
Its General Partner

By:

Name:

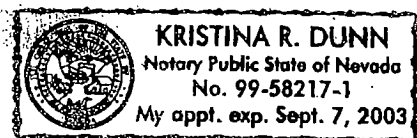
Title:

*[Signature]*  
*Joseph J. Silvestri*  
*Sr. Director - Development*

STATE OF Nevada }  
COUNTY OF Clark } ss.

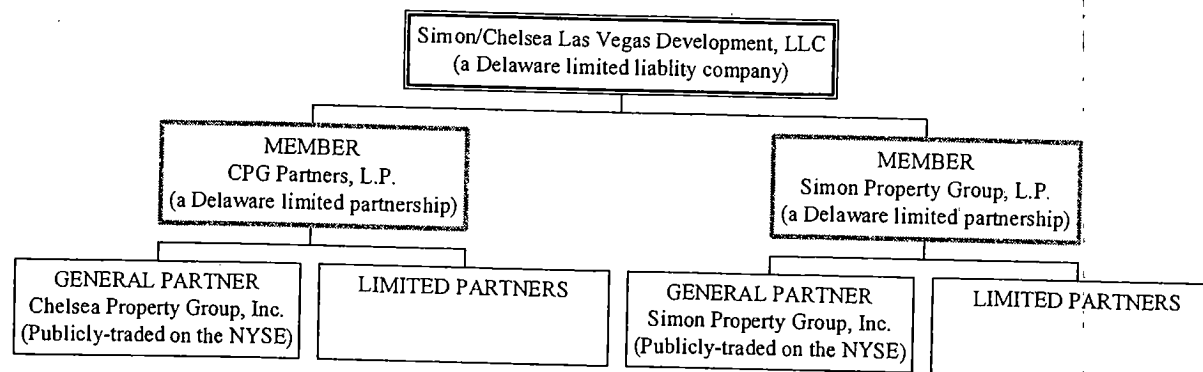
This instrument was acknowledged before me on June 18, 2002 by

MARK SILVESTRI as SR. DIRECTOR - DEVELOPMENT CHelsea PROPERTY GROUP, INC., THE GENERAL  
PARTNER OF CPG PARTNERS, L.P., THE OPERATING MEMBER OF SIMON/CHelsea LAS VEGAS  
DEVELOPMENT, LLC.



Kristina R. Dunn  
NOTARY PUBLIC

**ORGANIZATIONAL CHART  
OF  
SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC**



# Attachment I

## Disclosure of Principals

The principals of Simon/Chelsea Las Vegas Development, LLC and the general partner of each such principal are as follows:

| <u>FULL NAME</u>                | <u>BUSINESS ADDRESS</u>                                                  | <u>BUSINESS PHONE</u> |
|---------------------------------|--------------------------------------------------------------------------|-----------------------|
| 1. CPG Partners, L.P.           | 103 Eisenhower Parkway<br>Roseland, New Jersey 07068                     | (973) 228-6111        |
| 2. Chelsea Property Group, Inc. | 103 Eisenhower Parkway<br>Roseland, New Jersey 07068                     | (973) 228-6111        |
| 3. Simon Property Group, L.P.   | 115 W. Washington Street<br>Suite 15 East<br>Indianapolis, Indiana 46204 | (317) 636-1600        |
| 4. Simon Property Group, Inc.   | 115 W. Washington Street<br>Suite 15 East<br>Indianapolis, Indiana 46204 | (317) 636-1600        |

This disclosure of principals may be supplemented.

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

SIMON/CHELSEA LAS VEGAS  
DEVELOPMENT, LLC,  
A Delaware limited liability company

By: CPG Partners, L.P.  
A Delaware limited partnership  
Its Operating Member

By: Chelsea Property Group, Inc.  
A Maryland corporation  
Its General Partner

By: [Signature]  
Name: DAVID ELMER  
Title: VP / GENERAL COUNSEL

STATE OF New Jersey } ss.  
COUNTY OF Essex

This instrument was acknowledged before me on June 11, 2002 by

Denise Elmer as V.P./General of Cherbon Property Group Inc., its General  
Partner, CPG Partner, L.P., its Operating Member, Sinon/Cherbon Las Vegas Development,  
LLC,

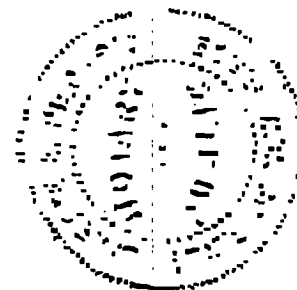
Lynette E. Pignatta  
NOTARY PUBLIC

Lynette E. Pignatta

Notary Public

State of New Jersey

My Commission Expires October 28, 2004



**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: JUNE 16, 2004**

**DEPARTMENT: BUSINESS DEVELOPMENT**  
**DIRECTOR: CHRIS KNIGHT (ACTING)**

**SUBJECT:**

DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM WORLD MARKET CENTER LLC'S CURRENT STATUS AND COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT EMPLOYMENT 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**

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

**PURPOSE/BACKGROUND:**

Agency Board requested to receive a report from the developer of World Market Center redevelopment project as to the status of and compliance with their Owner Participation Agreement and the Employment Plan contained therein. Also, the status and phasing of current and future construction may be discussed.

**RECOMMENDATION:**

Review and accept updated report and direct staff accordingly.

**BACKUP DOCUMENTATION:**

Submitted at meeting: Employment Plan for World Market Center from Whiting-Turner

**MOTION:**

**WEEKLY – ACCEPTED the report – UNANIMOUS with Ward 2 seat vacant**

**MINUTES:**

CHRIS KNIGHT, Acting Director, Business Development, introduced JIM DeNAFRIO of Whiting-Turner and ROBERT WHOLEGATE of World Market Center who were present to give a report on the employment plan for World Market Center.

MR. DeNAFRIO reviewed the synopsis of the report on the Employment Plan, a copy of which is made a part of the final minutes. He noted that the percentage of contracts issued to minority contractors does not make sense because there have been about six subcontracts issued in excess of approximately \$13 million. Thus, the majority of the contracts let to single contractors are for larger trades such as steel, electrical, mechanical, and concrete. Nevertheless, Whiting-Turner continues to send out solicitations for bids to minority contractors.

REDEVELOPMENT AGENCY MEETING OF JUNE 16, 2004

Business Development

Item 3 - DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM WORLD MARKET CENTER LLC'S CURRENT STATUS AND COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE AGENCY'S REDEVELOPMENT EMPLOYMENT 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:**

MR. WHOLEGATE indicated that many of the subcontractors currently working on the project employ minorities. MR. DeNAFRIO added that about 43% of the people working on the site are minorities working for subcontractors.

MEMBER WEEKLY expressed his appreciation to MR. WHOLEGATE for his efforts in trying to increase minority participation. He asked how the City might be able to assist with the upcoming workshop. MR. WHOLEGATE indicated that he is looking forward to advertising the meeting place for the workshop. He offered his full assistance in improving the hiring process, especially with the upcoming second building currently in design. Given the response, they also intend to build temporary overflow facilities in excess of 370,000 square feet.

TOM McGOWAN, Las Vegas resident, commended the developer and the Council for its efforts in reaching out to minorities. He then asked for a demographic breakdown of minorities hired.

Having been there for the latter portion of this matter, FRANK ALBANO, resident of Las Vegas, asked if there was anyway that this might benefit minority students. MEMBER WEEKLY explained that this matter is regarding the World Market Center, which is a furniture center.

NOTE: MEMBER WEEKLY directed RAMON TORRES to get the workshop information disseminated to the various chambers of commerce and minority organizations.

(1:27 - 1:41)

3-3065



## **EMPLOYMENT PLAN WORLD MARKET CENTER**



June 16, 2004

Submitted at Redevelopment Agency

Date 6/16/04 Item #3

# THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)  
ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT  
GENERAL CONTRACTING  
DESIGN BUILD  
SPECIALTY CONTRACTING  
OFFICE/HEADQUARTERS  
RETAIL/SHOPPING CENTERS  
HEALTH CARE  
BIO-TECH/PHARMACEUTICAL  
HI-TECH/CLEAN ROOM

3980 HOWARD HUGHES PARKWAY, SUITE 470  
LAS VEGAS, NEVADA 89109  
702-650-0700  
FAX 702-650-2650  
www.whiting-turner.com

INSTITUTIONAL  
DATA CENTERS  
SPORTS AND ENTERTAINMENT  
INDUSTRIAL  
WAREHOUSE/DISTRIBUTION  
MULTI-FAMILY RESIDENTIAL  
ENVIRONMENTAL  
BRIDGES/CONCRETE

## WORLD MARKET CENTER

Percentage of Subcontracts Awarded.....Approx. 80% of the G-Max Total

Percentage of Subcontracts Awarded Goal of the  
LV Redevelopment Agreement.....2%

Percentage of MWDVBE Awarded vs. ....40% of all Subcontracts Awarded  
Non MWDVBE Awarded .....Awarded to MWDVBE

Number of Times Solicitations sent out.....Four  
(Including an additional solicitation to responsive MWDVBE  
Subs with a list of the current Subcontractors)

Number of Publications & Chambers with WT Solicitations.....9

Number of Responses from Qualified Subcontractors..... 75 MWDVBE  
134 Non- MWDVBE  
209 TOTAL

### Reasons for Non-Participation by MWDVBE

- o No Bid because of current workload i.e.; "too busy".
- o Insufficient bonding capacity.
- o Size of Subcontracts and Scope too large and complex to break-up.
- o Risk involved with larger subcontractors tier subcontracting work to MWDVBE.
- o Signatory agreements with Labor Unions preventing WT from hiring non-union firms & field workers from the community.
- o Bid Unsuccessful

### Workshop For the Adjacent Community

- o CLV Workshop in conjunction with WT to reach out to the local community.
- o Provide a list of Subcontractors on the jobsite for potential employment & training.
- o Process and contacts for enrollment in local trade unions with contacts.

IRVINE, CA PLEASANTON, CA GREENWOOD VILLAGE, CO  
ORLANDO, FL TAMPA, FL ATLANTA, GA FRAMINGHAM, MA  
LAS VEGAS, NV CLEVELAND, OH ALLENTOWN, PA

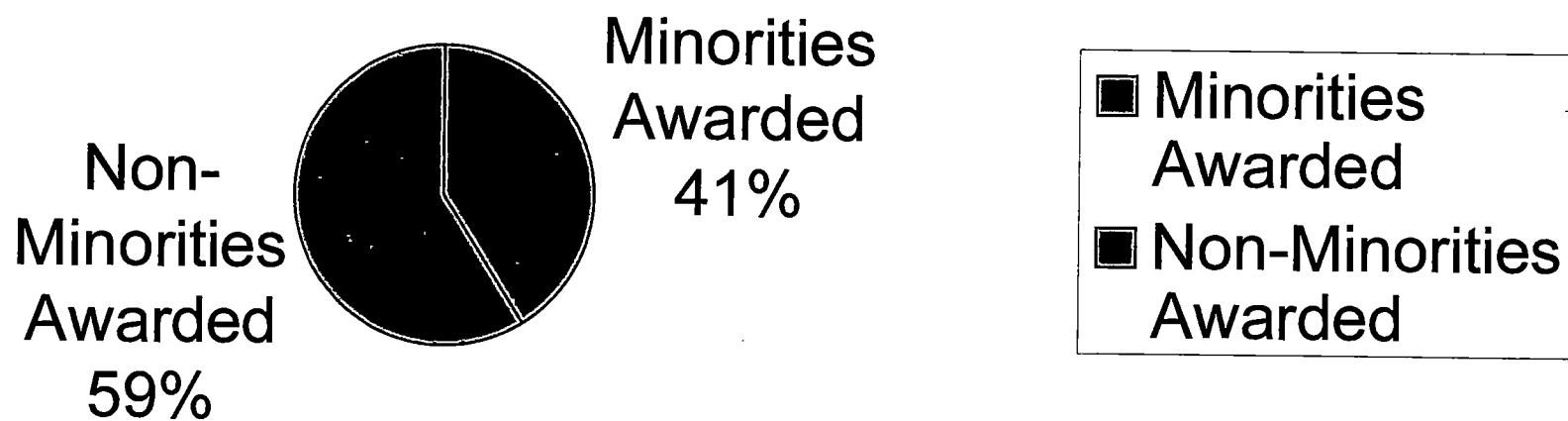
**WT**  
BALTIMORE, MD

NEW HAVEN, CT  
BETHESDA, MD  
DALLAS, TX

NEWARK, DE  
CHARLOTTE, NC  
CHANTILLY, VA

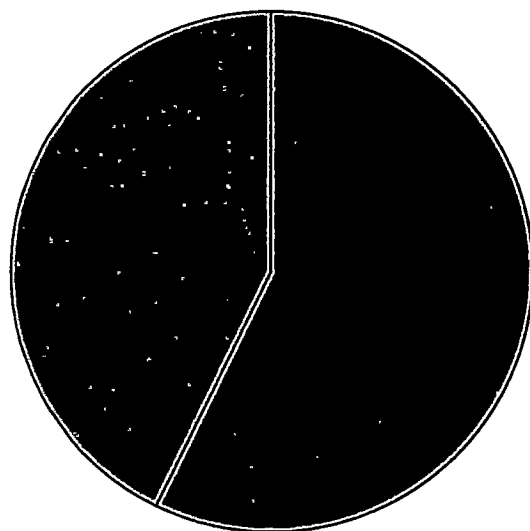
FT LAUDERDALE, FL  
SOMERSET, NJ  
RICHMOND, VA

## Number of Awarded Contracts



## World Market Center May Employment

Minorities  
43%



Non-  
Minorities  
57%

■ Non-Minorities  
■ Minorities

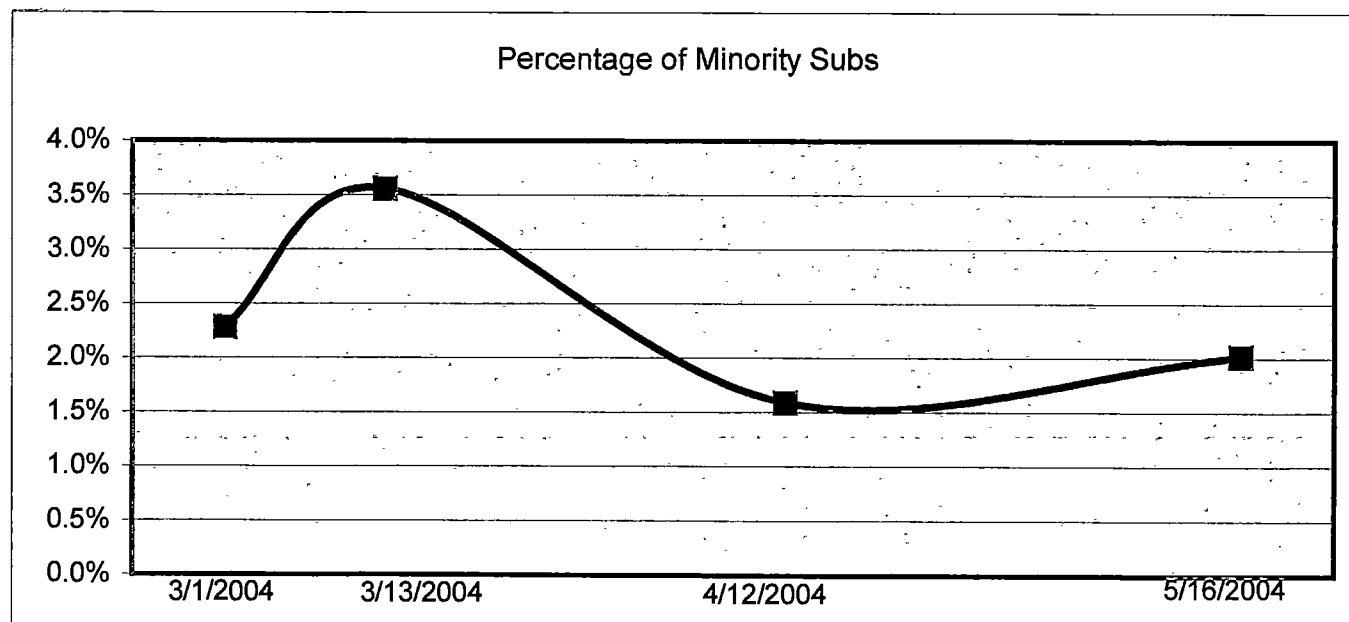
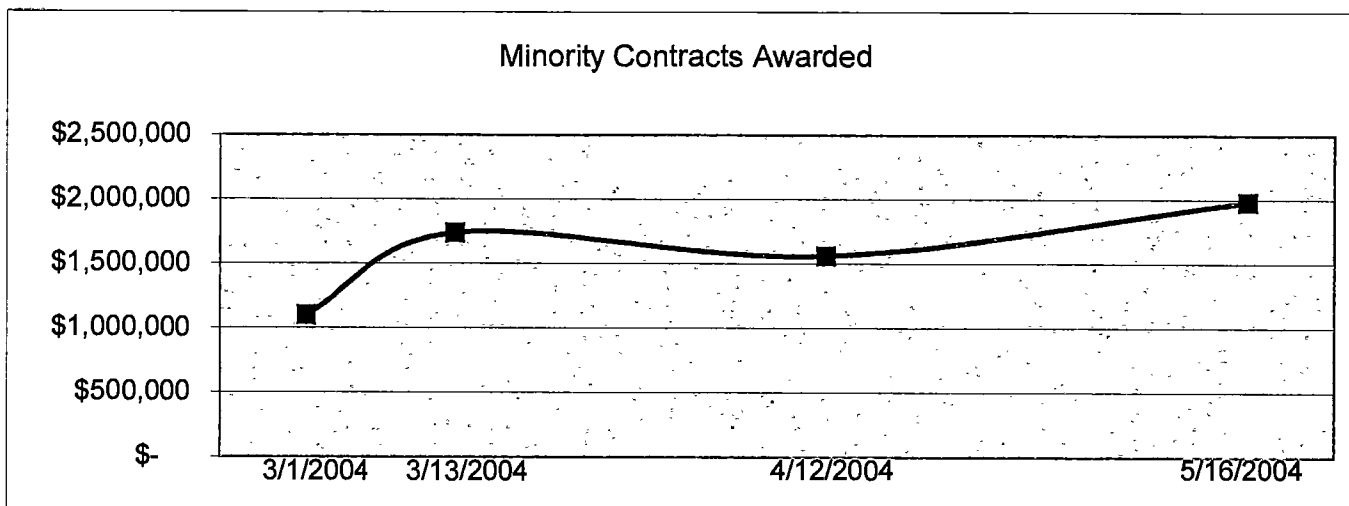
The Whiting-Turner Contracting Company

Minorities Totals

06/14/2004

| Minority Contracts   | Trade        | Awarded               | To Be Awarded            |
|----------------------|--------------|-----------------------|--------------------------|
| CM Reprographics     | Printing     | \$102,000.00          |                          |
| O'Conner             | Scheduling   | \$45,520.00           |                          |
| Baja                 | Casework     |                       | \$460,622.00             |
| Maui                 | Trenching    | \$75,000.00           |                          |
| Tillman Janitorial   | Janitorial   | \$1,840.00            |                          |
| Affirmative Security | Security     | \$155,000.00          |                          |
| A Company            | Site Toilets |                       | \$45,000.00              |
| Mad Dog              | Paving       | \$1,388,068.00        |                          |
| Desert West          | Landscape    |                       | \$350,000.00 (Potential) |
| All American Masonry | Masonry      | \$215,000.00          |                          |
| <b>Total</b>         |              | <b>\$1,982,428.00</b> | <b>\$855,622.00</b>      |

|                            | 3/1/2004      | 3/13/2004     | 4/12/2004     | 5/16/2004     |
|----------------------------|---------------|---------------|---------------|---------------|
| Minority Contracts Awarded | \$ 1,102,430  | \$ 1,739,790  | \$ 1,562,535  | \$ 1,982,428  |
| Total Contracts Awarded    | \$ 48,249,761 | \$ 48,887,121 | \$ 98,229,344 | \$ 98,229,344 |
| Percentage of Min. Sub     | 2.3%          | 3.6%          | 1.6%          | 2.0%          |



TM / LU CENT. CAL. COMBINED EXEC Comm  
Comm BOD Mtgs [2P Mon 14 JUNE '04] (DEPT PAGES) / CH: MAY 0/6  
Full Comm  
Submitted at Redevelopment Agency

CIT. PMT.

Date

6/16/04 Item Citizen Participation

(2 1/2 min) > ..

- TOM MAC GOWAN. 50-YEAR RESIDENT OF LAS VEGAS, NEVADA; SENIOR RETIRED  
LIFE-LONG PROFESSIONAL MUSICAL ENTERTAINER; HONORABLY DISCHARGED DISABLED  
AMERICAN VETERAN OF THE KOREAN WAR AND TRIPLE-A PATIENT OF THE VA  
HEALTH CARE SYSTEM IN NEVADA AND CALIFORNIA; FORMER CANDIDATE FOR ELECTION TO  
PUBLIC OFFICE AS MAYOR OF THE CITY OF LAS VEGAS; HETEROSEXUAL MALE  
CAUCASIAN OF IRISH-ITALIAN-AMERICAN HERITAGE AND ROMAN CATHOLIC RELIGIOUS  
DENOMINATION; MARRIED TO MY WIFE FOR 48 YEARS, WITH TWO (2) MARRIED CHILDREN  
AND FIVE (5) GRANDCHILDREN; AND A LIFELONG PUBLIC INTEREST ADVOCATE <sup>(SUPPORTIVE)</sup> OF EQUAL RIGHTS.

DURING THE FIVE-(5) MONTH PERIOD EXTENDING FROM 12 JANUARY TO DATE INCLUSIVELY,  
I SUBMITTED A TOTAL OF 67 CENTENNIAL PROPOSALS TO THE ATTENTION OF YOUR  
EXECUTIVE DIRECTOR, PURSUANT TO REVIEW AND RECOMMENDATION. INSTEAD, MY  
PROPOSALS WERE SUMMARILY IGNORED, BOYCOTTED, OBSTRUCTED, AND MOST RECENTLY,  
ON FRIDAY 28 MAY, WERE THREATENED WITH INTENTIONAL SUPPRESSION AND MALICIOUS  
DESTRUCTION BY THE CHAIRMAN OF YOUR CULTURAL WORKING GROUP.

BY YOUR UNLAWFUL AND DISCRIMINATORY ACTS AND OMISSIONS, THE OFFICIAL  
GENERIC "YOU" HAVE NOT ONLY DISDAINED, DISRESPECTED AND UNFAIRLY  
DISCRIMINATED AGAINST ME; BUT OF GREATER SIGNIFICANCE AND ENDURING  
IMPACTIVE CONSEQUENCE, - YOU HAVE DISHONORED AND DISCRIMINATED AGAINST  
THE EMINENT AND PRESTIGIOUS ROSTER OF LIVING AND DECEASED LAS VEGAS  
ENTERTAINERS WHO COMPRISE THE SUBSTANTIVE CONTENT OF AND ARE RESPECTFULLY  
MEMORIALIZED IN MY CENTENNIAL PROPOSALS, INCLUDING: ~

• JIMMY DURANTE, SONNY KING, 'BLACKIE' HUNT, BERNIE ALLEN, DAVE BURTON, ALAN KING,  
SHECKY GREEVE, JOHNNY RICCO, STEVE ROSSI, THE MARK KAYE TRIO, FRANKIE ROSS,  
NELLIE LUTCHER, RED FOX, LOUIS ARMSTRONG, JOE E. LEWIS, FRANK SINATRA,  
DEAN MARTIN, SAMMY DAVIS, JR., BOB BAILEY, HERB JEFFRIES, HAROLD AND  
FAYARD NICHOLAS, THE BENNY CARTER ORCHESTRA, BOBBY HATFIELD, AND  
HUNDREDS OF OTHERS TOO NUMEROUS TO MENTION DURING TIME-CONSTRAINED  
PUBLIC COMMENT IN TODAY'S COMBINED CENTENNIAL COMMITTEE MEETINGS.

(TM, cont'd) -

THE PRIOR KNOWLEDGEABLE, WILLFUL AND MALICIOUS PRINCIPAL CO-PERPETRATORS OF YOUR MULTIPLE AND REPEATED VIOLATIONS OF BOTH CONSTITUTIONAL AND STATUTORY LAW INCLUDE, BUT ARE NOT LIMITED TO:-

- YOUR CHAIRMAN AND PRESIDENT, OSCAR B. GOODMAN;
- YOUR VICE PRESIDENT, ELIZABETH N. ("BETSY") FRETWELL;
- YOUR EXECUTIVE DIRECTOR, STACY ALLSBOOK;
- YOUR GRANTS MANAGER, PATRICIA MARCHESE; AND, MOST RECENTLY:-
- YOUR CULTURAL 'WORKING GROUP' CHAIRMAN, DALE EROLLIAGA.

INAVOIDABLY, AND BY YOUR ENGROUPED UNLAWFUL ACTS AND OMISSIONS, ~ THE REST OF YOU, INCLUSIVELY, ARE ACCOMPLISHED THEREWITH.

ACCORDINGLY, A CONTINUING SERIES OF COMPLAINTS OF SERIOUS VIOLATIONS OF APPLICABLE LAW WILL NOW BE FILED WITH THE ATTORNEY GENERAL FOR THE STATE OF NEVADA; THE ATTORNEY GENERAL FOR THE UNITED STATES DEPARTMENT OF JUSTICE, AND WITH THE CONGRESS OF THE UNITED STATES, PURSUANT TO A FULL INVESTIGATION. YOU WILL INDEED GET ALL THE LOCAL, REGIONAL, NATIONAL AND WORLDWIDE PUBLICITY YOU TRULY DESERVE.

YOU HAVE THE RIGHT TO REMAIN SILENT. ANYTHING YOU SAY OR DO CAN AND WILL BE USED AGAINST YOU IN A COURT OF LAW.

THE VERBATIM TEXT OF MY PUBLIC COMMENT IS SUBMITTED AND REQUESTED INCLUSION IN THE MINUTES OF TODAY'S COMBINED CENTENNIAL COMMITTEE MEETING, IN COMPLIANCE WITH NRS 241, THE NEVADA OPEN MEETING LAWS.

THANK YOU. (SUBMITTED)

TM/LAS COUNCIL MTS. 9th WED, 16 JUNE, '04 (CNCL. CHAIR.) (CH: MMJ 016)

CADA  
CIT. PARTIC.

-- < (30") > --

• TOM MCGOWAN, LAS VEGAS, NEVADA.

THE LAS VEGAS CENTENNIAL CELEBRATIONS COMMITTEE WAS CREATED 6 JUNE, 2001,  
BY AN ACTION OF THE LAS VEGAS CITY COUNCIL CHAIRED BY MAYOR OSCAR  
GOODMAN, WHO IS ALSO CHAIRMAN AND PRESIDENT OF THE CENTENNIAL COMMISSION.

THE FOLLOWING PUBLIC COMMENT, WHICH I'LL ARTICULATE ON THE PUBLIC RECORD &  
THIS GOVERNING BODY, IS INTENDED FOR THE MEETINGS OF THE CENTENNIAL COMMITTEE  
HELD ON FLAG DAY, MON. 14 JUNE, AND IS REQUESTED INCLUSION IN THE MINUTES OF  
TODAY'S MEETING OF THE CITY COUNCIL, IN COMPLIANCE WITH THE NEVADA OPEN  
MEETING LAW.

TO WHIT: ~

(Articulation of Public Comments for the Centennial Committee)

# City of Las Vegas

## **AGENDA SUMMARY PAGE** **REDEVELOPMENT AGENCY MEETING OF: JUNE 16, 2004**

CITIZENS 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:**

TOM McGOWAN, Las Vegas resident, read and submitted his written comments, a copy of which is made a part of the minutes, regarding various written proposals he submitted to the Centennial Celebration Committee that he believes are being suppressed. CHAIRMAN GOODMAN noted that he was offended by MR. McGOWAN'S references to his sexual preferences.

In reviewing the World Market report, AL GALLEGGO, citizen of Las Vegas, opined that there is no difference between Hispanics and Caucasians. There should be no breakdown.

SEKOU KALA, 15-year resident of the City, indicated that he read an article in City Life Magazine where CHAIRMAN GOODMAN is quoted as being in support of increased police presence in the downtown area to make people venturing downtown feel comfortable. MR. KALA countered that even though CHAIRMAN GOODMAN indicated in the article that he hopes people's constitutional rights are not violated, he has witnessed several incidents of people's constitutional rights being violated. MR. KALA said he feels more threatened by police officers than any criminal lurking in the alley because Metro's (Las Vegas Metropolitan Police Department) actions are always justified. Citing an example, he indicated that recently two 12-year-old girls approaching Western Union were pulled over by Metro officers, who took one of the girl's purses and dumped its contents on the hood. The young lady was traumatized. CHAIRMAN GOODMAN advised MR. KALA to report his violation concerns to the Civilian Review Committee before reporting to him.

DOROTHY BARNES, Las Vegas resident, commented that she has experienced a lot of racism since she moved here. She advised the City to keep an eye on the marshals and law enforcement because she has seen many of them sellout.

# City of Las Vegas

## REDEVELOPMENT AGENCY MEETING OF JUNE 16, 2004 Citizens Participation

### MINUTES – Continued:

ALMA RAMIREZ said that all the Jewish and Caucasians have no honor and breach all their contracts. These two groups of people have created a modern Holocaust in which people of color are being victimized. As a Mexican, she has experienced abuse, racism, violence, threat, denial of due process, and oppression against her First Amendment rights. She encouraged minorities to boycott all Jewish and Caucasian businesses beginning on Mexican Independence Day to September 22, 2004, so that they can fail and beg for food. This experience will force them to become more humble, decent, and humane.

Regarding Item 78, which involved some citations for prostitution, FRANK ALBANO, Las Vegas resident, cautioned that children might be watching these proceedings live and might be influenced by this.

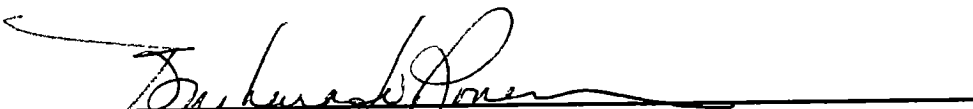
(1:41 – 1:58)

4-125

**THE MEETING ADJOURNED AT 1:58 P.M.**

Respectfully submitted:

  
GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK  
August 26, 2004

  
Barbara Jo Ronemus, Secretary