

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

MINUTES

Meeting of
JANUARY 19, 2005
9:00 A.M.

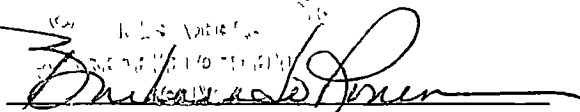
(Following the morning session of the City Council Meeting)

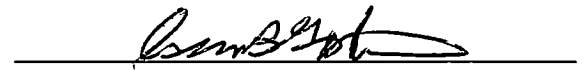
Called To Order: 10:49 A.M.
Adjourned: 10:57 A.M.

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	☒	☐	☐
MEMBER STEVE WOLFSON	☒	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR	☒	☐	☐
VAL STEED, CHIEF DEPUTY CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, SECRETARY	☒	☐	☐

APPROVED BY REFERENCE. April 6, 2005

ATTEST:


SECRETARY


CHAIRMAN

City of Las Vegas

REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
WEDNESDAY, JANUARY 19, 2005
9:00 A.M.
(Following Morning Session of the City Council Meeting)

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

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

- CALL TO ORDER
 - ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW
- 1 APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF NOVEMBER 3, 2004
 - 2 DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSAL TO DEVELOP A SPECIFICATIONS DOCUMENT FOR ASBESTOS AND LEAD-BASED PAINT REMOVAL AT THE 5TH STREET SCHOOL SITE LOCATED AT 400 LAS VEGAS BOULEVARD SOUTH FOR THE REDEVELOPMENT AGENCY, APN 139-34-303-001 (\$5000 REDEVELOPMENT AGENCY SPECIAL REVENUE FUND) - WARD 1 (MONCRIEF)
 - 3 DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSAL TO CONDUCT PROJECT COMPLIANCE MONITORING DURING THE ASBESTOS AND LEAD-BASED PAINT REMOVAL PORTION OF THE INTERIOR DEMOLITION AT THE 5TH STREET SCHOOL SITE LOCATED AT 400 LAS VEGAS BOULEVARD SOUTH FOR THE REDEVELOPMENT AGENCY, APN 139-34-303-001 (\$37,700 REDEVELOPMENT AGENCY SPECIAL REVENUE FUND) - WARD 1 (MONCRIEF)
 - 4 DISCUSSION AND POSSIBLE ACTION REGARDING A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND CLEAR CHANNEL OUTDOOR FOR RENEWAL OF CLEAR CHANNEL OUTDOOR'S BILLBOARD SIGN ON REDEVELOPMENT OWNED LAND LOCATED ON APN 139-34-311-152 IN THE VICINITY OF LAS VEGAS BOULEVARD AND CLARK AVENUE (\$500 MONTHLY REVENUE - REDEVELOPMENT AGENCY) - WARD 1 (MONCRIEF)
 - 5 DISCUSSION AND POSSIBLE ACTION REGARDING THE SEVENTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN MSW, INC, AND THE REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO ENTER INTO AN AGREEMENT WITH THE LAS VEGAS PERFORMING ARTS FOUNDATION FOR THE DISBURSEMENT OF FUNDS, AND OTHER MATTERS PERTAINING THERETO (APN 139-27-402-008, 139-34-101-003 AND 139-34-101-010) - WARD 5 (WEEKLY)

CITIZENS PARTICIPATION PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

continued

REDEVELOPMENT AGENCY MEETING
WEDNESDAY, JANUARY 19, 2005
Page 2

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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
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 Parkway
Grant Sawyer Building, 555 E Washington Avenue

(Mailing required under the provisions of NRS Chapter 241)

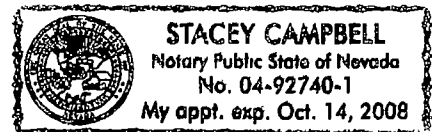
Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **12th** day of **January, 2005**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **19th day of January, 2005**, 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

13TH day of January, 2005

Stacey Campbell
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark and Jo Ann Williams, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **12th day of January, 2005** 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 **19th day of January, 2005**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations.

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue


SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

13TH day of January, 2005

Stacy Campbell
NOTARY PUBLIC in and for said County and State



REDEVELOPMENT AGENCY AGENDA
REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

- CALL TO ORDER

MINUTES:

CALLED TO ORDER BY VICE CHAIRMAN REESE AT 10:49 A.M.

PRESENT: VICE CHAIRMAN REESE and MEMBERS BROWN, WEEKLY, MACK, MONCRIEF,
and WOLFSON

EXCUSED: CHAIRMAN GOODMAN

ALSO PRESENT: DOUG SELBY, Executive Director, VAL STEED, Chief Deputy City Attorney, and
BARBARA JO RONEMUS, Secretary

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

ANNOUNCEMENT MADE: Posted as follows:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

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

(10:50)

2-487

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF NOVEMBER 3, 2004

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED by Reference - UNANIMOUS with GOODMAN excused

MINUTES:

There was no discussion.

(10:50)

2-493

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSAL TO DEVELOP A SPECIFICATIONS DOCUMENT FOR ASBESTOS AND LEAD-BASED PAINT REMOVAL AT THE 5TH STREET SCHOOL SITE LOCATED AT 400 LAS VEGAS BOULEVARD SOUTH FOR THE REDEVELOPMENT AGENCY, APN 139-34-303-001 (\$5000 REDEVELOPMENT AGENCY SPECIAL REVENUE FUND) - WARD 1 (MONCRIEF)

Fiscal Impact:

☐	No Impact	Amount:	\$5,000.00
☒	Budget Funds Available	Dept./Division:	OBD/RDA
☐	Augmentation Required	Funding Source:	RDA Special Revenue Fund

PURPOSE/BACKGROUND:

The Redevelopment Agency staff has received a proposal to develop a specifications document for the removal of asbestos and lead-based paint during the interior demolition of three areas at the 5th Street School site. This document will define the scope of the abatement and the levels of cleanup. The document will supplement the existing architectural contract.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Proposal for Consulting Services
3. Disclosure of Principals
4. Location Map

MOTION:

MONCRIEF- APPROVED as recommended - UNANIMOUS with GOODMAN excused

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, reviewed the information under the Subject and Purpose/Background sections above. He recommended approval.

(10:50 - 10:52)

2-503

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION REGARDING A PROPOSAL TO DEVELOP A SPECIFICATIONS DOCUMENT FOR THE REMOVAL OF ASBESTOS AND LEAD-BASED PAINT AT THE 5TH STREET SCHOOL SITE

The proposal includes the following items:

1. Preparation of drawings showing asbestos and lead-based paint locations.
2. Develop specifications for work area preparation.
3. Definition of required abatement procedures.
4. Definition of required demolition contractor documents.
5. Definition of air monitoring and personnel protection requirements.
6. Definition of air sampling and testing requirements and site security measures.

December 22, 2004

Mr. Stephen van Gorp
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

Subject: Proposal for Preparation of Asbestos and
Lead-Based Paint Abatement Specifications
Former 5th Street School
400 Las Vegas Boulevard South
Las Vegas, Nevada

Dear Mr. van Gorp:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to provide consulting services for the City of Las Vegas Redevelopment Agency at the above referenced site. Our work will consist of preparation of asbestos and lead-based paint abatement specifications.

SCOPE OF SERVICES

Our scope of work will include preparation of asbestos and lead-based paint abatement specifications that typically provide an overall project description and pertinent information needed for contract bidding and abatement completion. The preparation of a written set of abatement specifications will include the following minimum components:

- Drawings showing asbestos and lead-based paint locations;
- Specifications for preparation of work areas;
- Required abatement procedures;
- A list of documents required of the abatement contractor at project start-up and close-out;
- Air monitoring requirements;
- Personnel protection practices;
- Assignment of responsibility for specific aspects of the project to the contractor, the consulting project designer, and the building owner;
- Requirements for air sampling and testing; and
- Site security measures.

Other services within the scope of the abatement project design include the following:

- Attending pre-bid meetings;
- Assisting the City of Las Vegas with reviewing and selecting the abatement contractor;
- Preparing addendums to the specifications as needed.

COMPENSATION

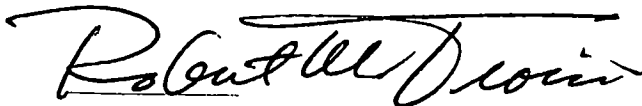
The estimated lump sum fee for the scope of services outlined above is \$5,000 (five thousand dollars). Upon completion of the scope of work described in this proposal, Ninyo & Moore will prepare an invoice for the lump sum amount stated above. The invoice is payable upon receipt.

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence services described herein immediately. Our observations will be provided verbally to the client, as the information becomes available. We anticipate requiring approximately 2 to 3 weeks to complete the proposed scope of work detailed in this proposal.

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have any questions or comments regarding this proposal, please contact the undersigned at (702) 433-0330. If it is acceptable as written, please forward a copy of your authorization to our office. We thank you for this opportunity and look forward to working with you on this project.

Sincerely,
NINYO & MOORE



Robert M. Troisi, C.E.M.
Managing Principal, Environmental Sciences Division
Nevada Asbestos License IJ 0886

CJB/RMT/ltk

Distribution: (1) Addressee

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

Incorporation

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

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

Block 1	Contracting Entity
Name Ninyo & Moore	
Address 6700 Paradise Road, #E Las Vegas, NV 89119	
Telephone 702/433-0330	
EIN or DUNS 33-0269828	

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #	

Block 3	Type of Business
Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☒	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Avram Ninyo/Principal Engineer/ Owner	5710 Ruffin Road San Diego, CA 92123	858/576-1000
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.

Robert M. Troisi

Robert M. Troisi

Name

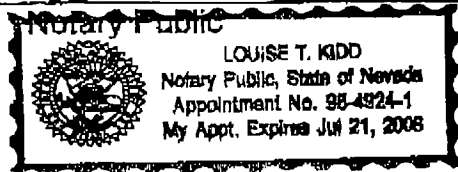
1-6-05

Date

Subscribed and sworn to before me this 6th
day of

January, 2004.

Louise T. Kidd



FOURTH ST

BRIDGER AVE

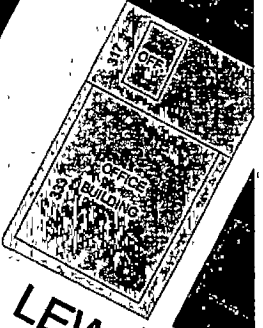
FOLEY
FEDERAL
BUILDING

LAS VEGAS BLVD
SOUTH

Subject Property

METRO

CLV OFFICES



LEWIS AVE

SIXTH ST

SEVENTH ST

LAS VEGAS BLVD

ST

CL

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSAL TO CONDUCT PROJECT COMPLIANCE MONITORING DURING THE ASBESTOS AND LEAD-BASED PAINT REMOVAL PORTION OF THE INTERIOR DEMOLITION AT THE 5TH STREET SCHOOL SITE LOCATED AT 400 LAS VEGAS BOULEVARD SOUTH FOR THE REDEVELOPMENT AGENCY, APN 139-34-303-001 (\$37,700 REDEVELOPMENT AGENCY SPECIAL REVENUE FUND) - WARD 1 (MONCRIEF)

Fiscal Impact:

☐

No Impact

Amount:

\$37,700.00

☒

Budget Funds Available

Dept./Division:

OBD/RDA

☐

Augmentation Required

Funding Source:

RDA Special Revenue Fund

PURPOSE/BACKGROUND:

The Redevelopment Agency staff has received a proposal for compliance monitoring of the work removing asbestos and lead-based paint from the interior during demolition of three areas at the 5th Street School site. The proposal allows for a maximum of 30 working days of demolition.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Proposal for Consulting Services
3. Disclosure of Principals
4. Location Map

MOTION:

MONCRIEF- APPROVED as recommended - UNANIMOUS with GOODMAN excused

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, indicated that this is a companion item to Item 2 to hire the same consulting firm in order to monitor compliance with all the requirements during the abatement process. He recommended approval.

(10:52 - 10:53)

2-558

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

**ITEM DESCRIPTION: DISCUSSION REGARDING A PROPOSAL TO MONITOR
CONTRACTOR COMPLIANCE DURING THE REMOVAL OF ASBESTOS AND
LEAD-BASED PAINT AT THE 5TH STREET SCHOOL SITE**

The proposal includes the following items:

1. Preparation of drawings showing asbestos and lead-based paint locations.
2. Develop specifications for work area preparation.
3. Definition of required abatement procedures.
4. Definition of required demolition contractor documents.
5. Definition of air monitoring and personnel protection requirements.
6. Definition of air sampling and testing requirements and site security measures.

December 22, 2004

Mr. Stephen van Gorp
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

Subject: Proposal for Full-Time Project Monitoring
 Former 5th Street School
 400 Las Vegas Boulevard South
 Las Vegas, Nevada

Dear Mr. van Gorp:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to provide consulting services for the City of Las Vegas Redevelopment Agency at the above referenced site. Our work will consist of full-time project monitoring during asbestos and lead-based paint abatement activities of the buildings located at the subject site.

SCOPE OF SERVICES

Ninyo & Moore will provide the labor, equipment and materials to perform full-time project monitoring. For the purposes of this proposal, the Client agrees to provide access and right-of-entry to the site for Ninyo & Moore's personnel and equipment.

Our scope of work for the project monitoring will be accomplished by and limited to performing the following tasks:

- Provide full-time contractor surveillance and ambient air monitoring by a qualified on-site project monitor to ensure the project specifications are being met.
- Collect daily area air samples for asbestos and lead-based paint analysis to gauge the effectiveness of the abatement work methods. Air samples will be analyzed and reported on a 24-hour turnaround time.
- Perform final visual inspections and final air clearance testing in each containment area where abatement has been completed.

- Prepare daily project reports documenting abatement activities by the contractor and review data on the laboratory reports.
- Prepare a final written report compiling all of the data collected during abatement work on the project.

COMPENSATION

Our services will be performed on a time-and-materials basis utilizing the unit rates listed below. The City of Las Vegas will be billed on a monthly basis as long as the abatement work is in progress. The invoice is payable upon receipt. The following unit rates for the scope of work outlined in this proposal are as follows:

Abatement Project Monitoring

Project Labor (8/hr shift) including project management and equipment	\$900/day
Asbestos Area and Clearance Air Sample Analysis (10 samples/day)	\$150/day
Lead Air and Wipe Sample Analysis (7 samples/day)	<u>\$130/day</u>
Total rate per day	\$1,180/day

*Assume 30 working days for contractor to complete the work	*\$35,400
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Project Final Report	Lump Sum	<u>\$2,300</u>
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TOTAL ESTIMATE FOR ABATEMENT MONITORING	*\$37,700
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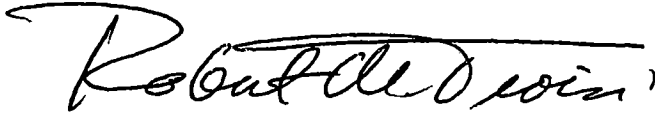
SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence services described herein as they are needed for monitoring the contractor during the abatement. As the work progresses, we will provide information updates to the City of Las Vegas verbally, by email, and by fax as the data becomes available. We are assuming the fieldwork will take approximately 30 working days. The final report will be presented approximately 1 to 2 weeks after the last day of work is completed on site.

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have any questions or comments regarding this

proposal, please contact the undersigned at (702) 433-0330. We are looking forward to working with you on this project.

Sincerely,
NINYO & MOORE



Robert M. Troisi, C.E.M.
Managing Principal, Environmental Sciences Division
Nevada Asbestos License IJ 0886

CJB/RMT/ltk

Distribution: (1) Addressee

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

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2. Policy

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

3. Instructions

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

Block 1	Contracting Entity
Name	Ninyo & Moore
Address	6700 Paradise Road, #E Las Vegas, NV 89119
Telephone	702/433-0330
EIN or DUNS	33-0269828

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #	

Block 3	Type of Business
☒ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	Disclosure of Ownership and Principals		
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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Avram Ninyo/Principal Engineer/ Owner	5710 Ruffin Road San Diego, CA 92123	858/576-1000
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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: _____

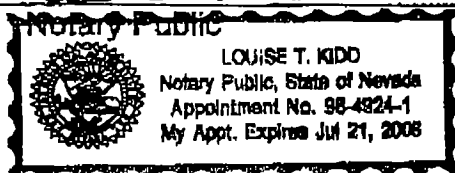
Date of Attached Document: _____ Number of Pages: _____

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.

Robert M. Troisi
Robert M. Troisi Name
1-6-05
Date

Subscribed and sworn to before me this 6th
day of

January, 2004.
Louise T Kidd



BRIDGER AVE

SIXTH ST
LEWIS AVE

SEVENTH ST

CL

Subject Property

LAS VEGAS BLVD
SOUTH

FOLEY
FEDERAL
BUILDING

FOURTH ST

METRO

CLV OFFICES

H

LAS VEGAS BLVD

ST

SHS

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND CLEAR CHANNEL OUTDOOR FOR RENEWAL OF CLEAR CHANNEL OUTDOOR'S BILLBOARD SIGN ON REDEVELOPMENT OWNED LAND LOCATED ON APN 139-34-311-152 IN THE VICINITY OF LAS VEGAS BOULEVARD AND CLARK AVENUE (\$500 MONTHLY REVENUE - REDEVELOPMENT AGENCY) - WARD 1 (MONCRIEF)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Lease Agreement is for a fourteen foot by forty-eight foot billboard. The billboard existed at this location when the Redevelopment Agency purchased the property. The Lease Agreement is on a month-to-month basis. The monthly rental rate is \$500 commencing retroactively on March 1, 2004. The Lease may be terminated at any time by providing a thirty day written notice.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Lease Agreement
2. Disclosure of Principals
3. Site Map
4. Aerial Site Map

MOTION:

MONCRIEF- APPROVED as recommended - UNANIMOUS with GOODMAN excused and MACK abstaining because a client of his does business with Clear Channel Outdoor and he also negotiates on behalf of his client

MINUTES:

DAVE ROARK, Manager, Real Estate and Asset Management Division, indicated that in 2004 the Office of Business Development purchased the property at 500 S. Las Vegas Boulevard, with a billboard already on the premises. This item involves a new month-to-month contract that doubles the rent. The increase will be retroactive to March 2004. He recommended approval.

COUNCILWOMAN MONCRIEF confirmed with MR. ROARK that the contract is on a month-to-month basis in case the City decides to redevelop this area and take the billboard down.

(10:53 - 10:55)

2-596

CLEAR CHANNEL OUTDOOR LEASE AGREEMENT

1. This Lease Agreement ("Lease") is effective October 1, 2004 and entered into between City of Las Vegas Redevelopment Agency ("Landlord") and Clear Channel Outdoor, Inc, a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as Las Vegas Boulevard WS 100 feet S/O Clark, in the County of Clark in the State of Nevada ("Property") whose permanent property tax number is APN: 139-34-311-152 and legal description is attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing an outdoor advertising structure, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (the "Structure").

2. This Lease shall be in effect on a month-to-month basis commencing retroactively on March 5, 2004.

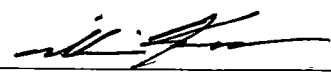
3. Tenant shall pay Landlord rent in the amount of Five Hundred (\$500.00) Dollars per month for the term of this Lease.

4. This Lease, including the "Standard Terms and Conditions" set forth in Exhibit B, attached hereto and incorporated herein by reference, represents the entire agreement of Tenant and Landlord with respect to the Structure and the Property and supercedes any previous agreement.

5. Additronal Terms. The Landlord will make a reasonable good faith effort to allow Tenant to relocate to another mutually agreed upon Agency owned property, subject to availability, upon termination of this Lease. The lease rental amount will be based upon fair market value.

TENANT:

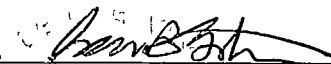
CLEAR CHANNEL OUTDOOR, INC.

By: 

Its: President and General Manager

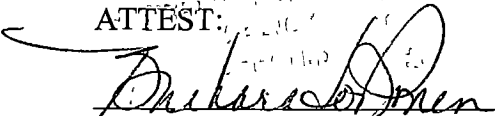
LANDLORD:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 

OSCAR B. GOODMAN, Chairman

ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:



10/28/04
Date

EXHIBIT "A"

A portion of Lots 29, 30, 31 and 32 in Block 39 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada, and more particularly described as follows:

Beginning at the Northeast corner of Lot 32, thence Westerly along the Northerly side line of said Lot 32 a distance of 70 feet; thence Southerly at right angles to said last mentioned line a distance of 100 feet to the Southerly side line of said Lot 29; thence Easterly along the Southerly side line of said Lot 29 to the Easterly end line of said Lot 29 (the same being the Westerly line of Fifth Street); thence Northerly along the Westerly line of Fifth Street a distance of 100 feet to the point of beginning; the said premises being the front half of said lots. Together with a right of way and easement over the rear half of said lots for the purpose of constructing and thereafter maintaining an underground water, sewer and gas pipeline; and together with a right of way and easement over said rear portion of said Lots for electric wires and telephone line.

Property known as: 500 South Las Vegas Boulevard, Las Vegas, Nevada – APN 139-34-311-152, together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any rents, issues or profits thereof.

EXHIBIT "B"

Standard Terms and Conditions for the use of Property located at 500 South Las Vegas Boulevard

WHEREAS, the City of Las Vegas Redevelopment Agency ("Lessor") is the Owner of that certain parcel (139-34-311-152) of real property situated in Clark County, Nevada (hereinafter referred to as the "Property"), and

WHEREAS, Clear Channel Outdoor, Inc., a Delaware Corporation, ("LESSEE") has a 14 x 48 billboard erected on the Property.

WHEREAS, the LESSOR purchased the Property on March 2004 and assumed the existing land lease for a billboard.

WHEREAS, in lieu of exercising LESSOR'S option under the existing agreement to have the billboard removed, the LESSOR is willing to enter into this new Lease Agreement to allow the billboard to remain on the Property on a month-to-month basis (the "Lease Agreement").

WHEREAS, the LESSOR agrees to provide to LESSEE the use of the property located at 500 South Las Vegas Boulevard for an outdoor advertising structure. LESSEE will be allowed to occupy the above said location upon commencement of this Letter of Agreement on a month-to-month basis.

The LESSOR and LESSEE agree to the following Standard Terms and Conditions:

1. Term. The term of the Lease Agreement will be on a month-to-month basis retroactively commencing on March 1, 2004 and may be terminated at any time for any or no reason at all giving a thirty (30) day written notice.
2. Use. LESSOR agrees to provide to LESSEE the use of the Property for the purpose of maintaining, operating, posting, painting, illuminating, repairing, and/or removing an outdoor advertising structure, including without limitation, fixture connections, electrical supply and connections, panels, signs, copy and equipment and accessories as LESSEE may place thereon. This agreement does not convey any interest whatsoever in the property in question, and is merely in the nature of a permit.
3. LESSEE agrees to obtain and maintain any license or permits that are required until the termination of the Lease Agreement.

4. In exchange for the use of the Property, LESSEE shall provide payment of Five Hundred Dollars (\$500.00) per month for the term of the Lease Agreement to the City of Las Vegas Redevelopment Agency.

5. LESSEE agrees not to store any flammable and hazardous material or containers on the Property. LESSEE agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Property for the corresponding dates set forth above. The LESSOR shall be named as an additional insured party under such insurance coverage. Upon completion of the Agreement, LESSEE will be responsible for site cleanup and any apparent site damage, restoring the property to its original condition.

6. The Lease Agreement and this Standard Terms and Conditions shall be operative and effective only upon acceptance by LESSEE and LESSOR. Any changes whatsoever must be approved by both parties in writing.

7. Any notice, demands, requests, or other instrument which may be or is required to be given under the Lease Agreement shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the LESSOR:	City of Las Vegas Redevelopment Agency c/o City of Las Vegas Public Works/Real Estate and Assets Attention: Manager Las Vegas, Nevada 890101 (702) 229-1020 phone (702) 384-0527 fax
-------------------	---

If to the LESSEE:	Bill Kurr President and General Manager Clear Channel Outdoor, Inc. 2880 Meade Avenue, Suite 350 Las Vegas, Nevada 89102 (702) 382-5020 phone (702) 382-7088
-------------------	--

In addition to the insurance coverage required, and not in lieu thereof, LESSEE agrees to indemnify, defend and hold the LESSOR its officers, employees and agent harmless from any and all claims, damages, actions, losses, judgments, attorney fees and court costs which arise out of, or result from, the acts or omissions, negligence, or otherwise, on the part of LESSEE, its officers, employees or agents in connection with the stocking of materials and equipment and staging area activities to be conducted under the Lease Agreement.

The LESSOR reserves the right for any reason whatsoever to terminate the Lease Agreement, and the authority granted hereunder to use the Property, and such termination shall become effective giving thirty (30) business day's notice to the LESSEE. In the event of such

termination during the term of this Lease Agreement, LESSEE shall remove the outdoor advertising structure/billboard and all related equipment within thirty (30) days and return the Property back to its original condition prior to the structure being erected.

LESSOR will make a reasonable good faith effort to negotiate an alternate location owned by LESSOR, subject to availability, in order to relocate the outdoor advertising structure. The rental amount will be renegotiated and based at fair market value.

Accepted and Agreed to:

CITY OF LAS REDEVELOPMENT AGENCY

CLEAR CHANNEL OUTDOOR

By: _____
Douglas A. Selby, Executive Director

By: _____
Bill Kurr, President and
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Date

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

Block 1	Contracting Entity (Name)	Block 2	Description
Name Clear Channel Outdoor, Inc.		Subject Matter of Contract/Agreement: Billboard Lease Agreement Renewal	
Address 2580-B Meade Avenue, Suite 350 Las Vegas, NV 89102			
EIN or Social Security # 86-0801051			

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Please see statement		
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.

LCH

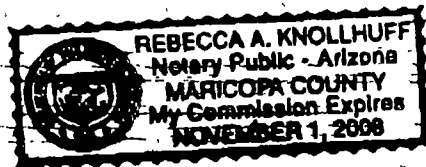
Laura C. Toncheff, Executive Vice President

1-6-05
Date

Subscribed and sworn to before me this 6th
day of

January, 2005.

Rebecca A. Knollhuff
Notary Public



Clear Channel Outdoor, Inc. is 100% owned by the following:

Eller Media Corporation, a Delaware corporation
2850 East Camelback Road, Suite 300
Phoenix, Arizona 85016

Eller Media Corporation is 100% owned by Clear Channel Holdings, Inc.
200 East Basse Road
San Antonio, Texas 78209

Clear Channel Holdings, Inc. is 100% owned by Clear Channel Communications, Inc., a
Texas corporation
200 East Basse Road
San Antonio, Texas 78209

Clear Channel Communications, Inc. is a publicly owned company and ownership
information is available in the reported 10K.



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints
- City of Las Vegas
- USA

Real Estate & Asset Mgmt



12/21/04



Aerial Site Map

Real Estate & Asset Mgmnt



12/21/04

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING THE SEVENTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN M.S.W., INC., AND THE REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO ENTER INTO AN AGREEMENT WITH THE LAS VEGAS PERFORMING ARTS FOUNDATION FOR THE DISBURSEMENT OF FUNDS, AND OTHER MATTERS PERTAINING THERETO (APN 139-27-402-008, 139-34-101-003 AND 139-34-101-010) - WARD 5 (WEEKLY)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Agency will receive \$500,000 in unrestricted funds and approximately \$1,180,000 in restricted funds dedicated to the design development and construction of the downtown performing arts center. In consideration for the deposited funds, MSW, Inc. will be relieved of its obligation to construct a parking structure.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Seventh Amendment to Disposition and Development Agreement
2. Disclosures of Principals

MOTION:

REESE - ABEYANCE to 2/2/2005 - UNANIMOUS with GOODMAN excused

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, requested this matter be held in abeyance to 2/2/2005. VICE CHAIRMAN REESE noted that CHAIRMAN GOODMAN has been working on a performing arts center for many years, and this matter should be held so that he can be present.

(10:55 - 10:56)

2-667

SEVENTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SEVENTH AMENDMENT made and entered into this _____ day of _____, 2005, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, formerly known as the CITY OF LAS VEGAS DOWNTOWN REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of Nevada (the "Agency") and M.S.W., INC., a Nevada corporation (the "Developer").

RECITALS

WHEREAS, the parties hereto have previously entered into the Disposition and Development Agreement dated January 5, 1994, and the Amendments dated January 5, 1994, July 6, 1994, May 28, 1996, October 13, 1997, May 24, 1999, and June 19, 2002 (collectively, the "Agreement") which provides, inter alia, for the conveyance of the real property more specifically described therein (the "Site") from the Agency to the Developer and for the construction of the Parking Structure described therein by the Developer; and

WHEREAS, under the current provision of the Agreement, the Parking Structure is to be completed one hundred twenty (120) months after the completion of the Fremont Street Experience which the parties hereby acknowledge and agree requires completion on or before December 31, 2005; and

WHEREAS, Section 2 the Sixth Amendment to the Agreement, dated June 19, 2002 (the "Sixth Amendment") provided:

2. The parties hereto agree and acknowledge that in the event the Developer or an affiliate of the Developer causes the LVEC Bridge Financing to be funded, subject to those commercially reasonable terms and conditions of such financing as agreed upon by LVEC and Developer (or its affiliate), then in such event, upon the earlier of: (a) the funding of the LVEC Bridge Financing, for the interim development of a downtown events center by LVEC, in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) and to the extent reasonably necessary, given the project's continued economic viability, up to a maximum of Two Million Dollars (\$2,000,000); (b) the conveyance (including, without limitation, by long term lease) of the Events Center Parcel to LVEC; or (c) the issuance and sale of the LVEC Bonds by LVEC, the Developer shall be deemed to have completely satisfied its obligation to construct a Parking Structure under the Agreement and shall be entitled to the issuance of the Certificate of Completion in form similar to Attachment 8, attached hereto and incorporated herein as a part of this Amendment. In the event that the LVEC Bonds are not issued or sold, then in such event the LVEC shall be released and relieved of any obligation to repay Developer (or its affiliate) for the LVEC Bridge Financing. Additionally, in the event that the LVEC's proposed development of a downtown event center is not found economically viable and pursuit of the project is discontinued, then in such event, Developer agrees that, to the extent that the Developer's (or its affiliate's) funding of the LVEC has not reached the maximum amount of the LVEC Bridge Financing, then the Developer

shall pay (or cause to be paid) to the Agency the difference between the minimum One Million Five Hundred Thousand Dollars (\$1,500,000) and the maximum Two Million Dollars (\$2,000,000) to the extent such funds had not previously been advanced to the LVEC.

; and

WHEREAS, subsequent to the execution of the Sixth Amendment to the Agreement, the Developer caused to be loaned or loaned One Million Five Hundred Thousand Dollars (\$1,500,000) to the LVEC to serve as unsecured bridge financing for the development of a downtown events center; and

WHEREAS, the development of a downtown events center is no longer feasible as contemplated by the Agency and the Developer; and

WHEREAS, the Agency is now desirous of promoting and supporting the development and construction of a downtown performing arts center; and

WHEREAS, on May 21, 2003, a Memorandum of Understanding ("MOU") was approved by and between City Parkway IV and City Parkway V (collectively "CP") and the Las Vegas Performing Arts Center Foundation ("LVPAC") which was amended and restated on February 18, 2004 and contemplates a possible future disposition and development agreement to develop and construct a performing arts center on a portion of property owned by CP; and

WHEREAS, it is the understanding of the Developer and Agency that upon the dissolution of the LVEC, the funds then remaining in the LVEC (not less than _____ Dollars (\$ _____)) shall accrue to the benefit of the Agency (the "LVEC Final Distribution"), and the Agency now desires to utilize such funding for the development, design, and/or construction of the LVPAC, which funding shall be deposited with the Agency and shall be credited to a special revenue fund for purposes of development, design, and/or construction of the LVPAC; and

WHEREAS, as contemplated in the Sixth Amendment, the Developer agrees to pay to the Agency the remaining unfunded balance of the LVEC Bridge Financing commitment, presently in the amount of Five Hundred Thousand Dollars (\$500,000), the use of which shall be unrestricted as determined by the Agency (the "Developer Contribution"); and

WHEREAS, as a result of the foregoing, the parties hereto desire to amend the Agreement to evidence that the Developer has satisfied its obligation of funding the LVEC Bridge Financing and with the payment of the Developer Contribution and the Agency's receipt of the LVEC Final Distribution, Developer shall be deemed to have completely satisfied (and thus is forever released of) its obligation to construct and complete the Parking Structure as contemplated in this Agreement, and Developer shall be entitled to the issuance of the Certificate of Completion, in form similar to Attachment 8, as attached to the Sixth Amendment.

NOW, THEREFORE, the parties hereto agree that the following sections of the Agreement shall be amended as set forth below:

1. Paragraph 9 of the Schedule of Performance, Attachment 3 is hereby deleted in its entirety and the following language inserted in lieu thereof:

Completion of Construction of the Parking Structure. It is understanding of Developer and Agency that upon the dissolution of the LVEC, the funds then remaining in the LVEC (not less than _____ Dollars (\$ _____)) shall accrue to the benefit of the Agency (the "LVEC Final Distribution"), which funding shall be deposited with the Agency and shall be credited to a special revenue fund for purposes of development, design, and/or construction of the Las Vegas Performing Arts Center Foundation ("LVPAC"). Additionally, Developer shall pay to the Agency the sum of Five Hundred Thousand Dollars (\$500,000), the use of which shall be unrestricted as determined by the Agency (the "Developer Contribution"). Upon the Agency's receipt of the LVEC Final Distribution and the Developer Contribution, the Developer shall be forever relieved of its obligation to construct and complete the Parking Structure as contemplated in this Agreement; and at the time of such payment by Developer, the Agency shall promptly cause the Certificate of Completion to be appropriately executed and recorded in the Recorder's Office of Clark County.

2. All other provisions of the Agreement are to remain in force and effect.

(signature page follows)

IN WITNESS WHEREOF, this Seventh Amendment has been executed by the Agency and the Developer as of the date above set forth.

REDEVELOPMENT

CITY OF LAS VEGAS

AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 _____ 1/10/05
Date

M.S.W., INC., a Nevada corporation

By: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2005, personally appeared before me, a Notary Public, a representative of M.S.W., Inc., personally known (or proven) to me to be the person whose name is subscribed to the within instrument who acknowledged that he/she executed the foregoing instrument on behalf of M.S.W., Inc.

State

Notary Public in and for said County and

Disclosure of Principals

The principals and partners of M.S.W., Inc., a Nevada corporation ("MSW"), and all persons and entities holding more than 1% interest in MSW, or any principal of MSW are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
------------------	-------------------------	-----------------------

M.S.W., INC., a Nevada corporation (dba Main Street Station Hotel, Casino and Brewery)

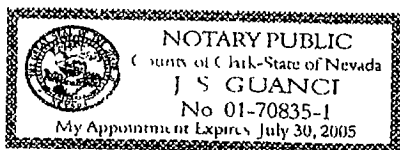
<u>Name</u>	<u>Title</u>	<u>Address & Phone Number</u>
William S Boyd	Director & President	2950 Industrial Road 702-792-7200 Las Vegas, NV 89109
Donald D Snyder	Director & Senior Vice President	Same as above
Keith E. Smith	Director & Senior Vice President	Same as above
Ellis Landau	Senior Vice President	Same as above
Brian A. Larson	Senior Vice President and Secretary	Same as above
Paul J. Chakmak	Senior Vice President and Treasurer	Same as above
David S Krasn	Assistant Treasurer	Same as above
Stephen S Thompson	Senior Vice President	300 North Main Street 702-386-4411 Las Vegas, Nevada 89101
David Lebby	Vice President and General Manager	Same as above
John Repetti	Senior Vice President	200 E Fremont Street 702-385-6200 Las Vegas, Nevada 89101
<u>Sole Stockholder:</u> California Hotel and Casino, a Nevada corporation		2950 Industrial Road 702-792-7200 Las Vegas, NV 89109 Attn. General Counsel

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

M.S.W., Inc., a Nevada corporation

By: Brian A. Larson
Its: _____

Subscribed and sworn to before me this
11th day of January, 2005.
J S Guanci
Notary Public



AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 19, 2005

CITIZENS PARTICIPATION. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

MINUTES:

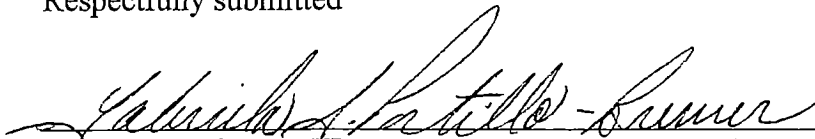
None.

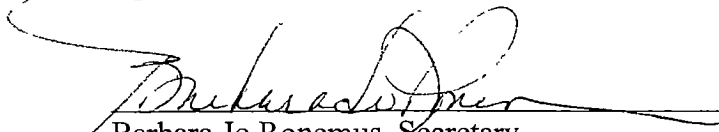
(10:56 - 10:57)

2-711

THE MEETING ADJOURNED AT 10:57 A.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
April 4, 2005


Barbara Jo Ronemus, Secretary