

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

MINUTES

Meeting of
MAY 18, 2005
9:00 A.M.

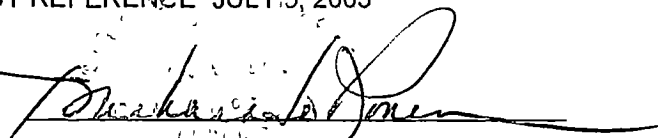
(Following the morning session of the City Council Meeting)

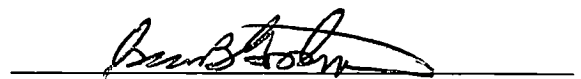
Called To Order: 10:35 A.M.
Adjourned: 10 48 A.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B GOODMAN	☐	☐	☒
MEMBER GARY REESE - VICE-CHAIRMAN	☒	☐	☐
MEMBER LARRY BROWN	☒	☐	☐
MEMBER LAWRENCE WEEKLY	☒	☐	☐
MEMBER MICHAEL MACK	☒	☐	☐
MEMBER STEVE WOLFSON	☒	☐	☐
MEMBER LOIS TARKANIAN	☒	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR	☒	☐	☐
BRADFORD JERBIC, CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, SECRETARY	☒	☐	☐

APPROVED BY REFERENCE JULY 8, 2005

ATTEST:


SECRETARY


CHAIRMAN



**REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
WEDNESDAY, MAY 18, 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 MARCH 2, 2005
- 2 DISCUSSION AND POSSIBLE ACTION REGARDING AN EXTENSION TO THE TERM OF THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE LAS VEGAS REDEVELOPMENT AGENCY AND ALPHA OMEGA STRATEGIES, INC., FOR CERTAIN PROPERTIES LOCATED AT AND AROUND 1501 NORTH DECATUR, APNS 138-25-503-006, 138-25-515-000, AND 138-25-516-000 - WARD 1 (TARKANIAN) [NOTE THIS IS A COMPANION ITEM TO CITY COUNCIL ITEM 69]
- 3 DISCUSSION AND POSSIBLE ACTION AUTHORIZING STAFF TO NEGOTIATE A PURCHASE AND SALE AGREEMENT FOR THE NORTHEAST CORNER OF MARTIN LUTHER KING BOULEVARD AND WASHINGTON AVENUE, APN 139-28-604-008 - 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.

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.

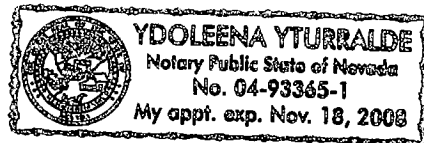
THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

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 **May, 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 **18th day of May, 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.

NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF ELECTRONIC MAILING (email)

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **12th** day of **May, 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 **18th day of May, 2005**, was electronically mailed (emailed) to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

SIGNATURE

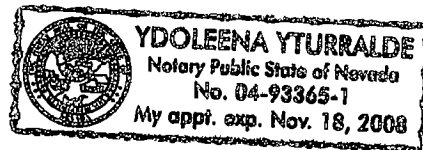
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

12 day of May, 2005

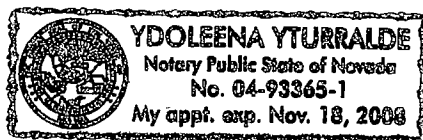
Ydoleena Yturralde
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

NOTARY PUBLIC in and for said County and State



REDEVELOPMENT AGENCY AGENDA
REDEVELOPMENT AGENCY MEETING OF: MAY 18, 2005

- CALL TO ORDER

MINUTES:

CALLED TO ORDER BY VICE CHAIRMAN REESE AT 10:35 A.M.

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

EXCUSED: CHAIRMAN GOODMAN

ALSO PRESENT: DOUG SELBY, Executive Director, BRAD JERBIC, 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

(10:35 - 10:36)

2-1

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 18, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF MARCH 2, 2005

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.

(10:36)

2-18

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 18, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING AN EXTENSION TO THE TERM OF THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE LAS VEGAS REDEVELOPMENT AGENCY AND ALPHA OMEGA STRATEGIES, INC., FOR CERTAIN PROPERTIES LOCATED AT AND AROUND 1501 NORTH DECATUR, APNS 138-25-503-006, 138-25-515-000, AND 138-25-516-000 - WARD 1 (TARKANIAN) [NOTE: THIS IS A COMPANION ITEM TO CITY COUNCIL ITEM 69]

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Redevelopment Agency staff is in an Exclusive Negotiating Agreement (ENA) with Alpha Omega Strategies, Inc. that outlines the duties and responsibilities of all parties during the negotiation leading to a Purchase and Sales Agreement. The original ENA allows up to 90 days to bring a Purchase and Sales Agreement for City Council and Redevelopment Agency Board approval. There has been difficulty obtaining an appraisal on the subject property. Staff requests a time extension of 90 days.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. First Amendment to the Exclusive Negotiating Agreement
3. Exclusive Negotiating Agreement, including Disclosure of Principals
4. Location Map

MOTION:

TARKANIAN - APPROVED a 90-day extension - UNANIMOUS with GOODMAN excused and MACK abstaining because his brother Steven Mack owns property adjacent to this property, which could be impacted by the scope of this project, and because Michael McDonald is one of the partners in this project and, although MEMBER MACK has no financial interest in this matter, he and MR. McDONALD have independent consultant contracts with Southwest Group

MINUTES:

A Combined Verbatim Transcript for Council Item 69 and Redevelopment Agency Item 2 are made part of the Final Minutes for each meeting.

APPEARANCE:

GARY REESE, Mayor Pro Tem

CHRIS KAEMPFER, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway

SEAN ANDERSON, Attorney, 400 South Fourth Street

TOM MCGOWAN, Las Vegas Resident

LOIS TARKANIAN, Councilwoman

UNIDENTIFIED SPEAKER

REDEVELOPMENT AGENCY MEETING OF: MAY 18, 2005

MINUTES - Continued:

MICHAEL MACK, Councilman

LARRY BROWN, Councilman

STEVE WOLFSON, Councilman

BART ANDERSON, Department of Public Works

MARGO WHEELER, Planning and Development Department

(10:36 - 10:37)

2-25

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: MAY 18, 2005

DEPARTMENT: REDEVELOPMENT AGENCY

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN EXTENSION OF TIME ON THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE LAS VEGAS REDEVELOPMENT AGENCY, AND ALPHA OMEGA STRATEGIES, INC., FOR CERTAIN PROPERTIES LOCATED AT AND AROUND 1501 NORTH DECATUR, APNS 138-25-503-006, 138-25-515-000, AND 138-25-516-000 - WARD 1 (TARKANIAN)

1. Alpha Omega Strategies, Inc. has tendered an offer to purchase the RDA owned parcel at 1501 North Decatur and the related City owned parcels along Laurelhurst Drive and Westmoreland Drive.
2. The composite acreage is approximately 13.34 acres
3. Alpha Omega Strategies, Inc. is aware that a cross parking agreement is in place on the 1501 parcel.
4. Alpha Omega Strategies, Inc. is aware that the City currently does not control all of the properties along Laurelhurst Drive and Westmoreland Drive.
5. An Exclusive Negotiating Agreement with a term of 90 days was approved on February 16, 2005
6. Difficulty in obtaining the appraisal has required additional time.
7. An Extension of time for 90 days is requested

**FIRST AMENDMENT TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, THE CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
AND ALPHA OMEGA STRATEGIES, INC.**

THIS FIRST AMENDMENT is made and entered into this 18th day of May, 2005, by and between the CITY OF LAS VEGAS (the "City"), the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the RDA) and ALPHA OMEGA STRATEGIES, INC. (AOS).

RECITALS

WHEREAS, on February 16, 2005, the City, the RDA and AOS made and entered into the Exclusive Negotiation Agreement ("Agreement"), and

WHEREAS, the City and the RDA have requested a 90 day extension to the Term of the Agreement to which AOS agrees.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Section 2, the Term of the Agreement, is hereby amended by extending the Term to August 18, 2005.

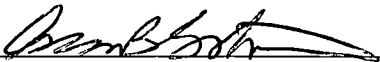
2. No Other Amendments. Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain in full force and effect.

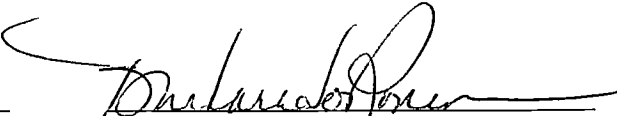
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement on the date set forth above.

CITY OF LAS VEGAS
A Nevada municipal corporation

ATTEST:

By 
Oscar B. Goodman, Mayor


Barbara Jo Ronemus, City Clerk

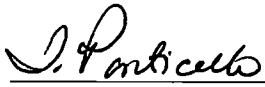
CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

ATTEST:

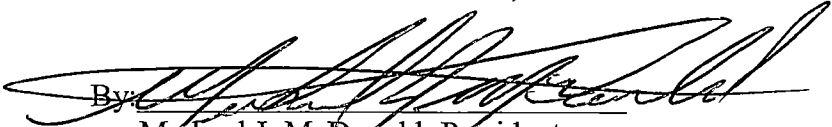
By 
Oscar B. Goodman, Chairman


Barbara Jo Ronemus, Secretary

APPROVED AS TO FORM:

 5/2/05
Date

ALPHA OMEGA STRATEGIES, INC.

By: 
Michael J. McDonald, President
05-04-05
Date

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of the 16th day of February, 2005 by and between the City of Las Vegas ("City"), the City of Las Vegas Redevelopment Agency ("RDA") and Alpha Omega Strategies, Inc., a Nevada Corporation ("Buyer"), on the terms and provisions set forth below.

WHEREAS:

A. The RDA is the owner of a parcel site comprising approximately 9.95 acres located at 1501 North Decatur Ave. in the City of Las Vegas, Clark County, Nevada as described on Exhibit "A" and depicted on Exhibit "A-1". The City is owner of a multi-parcel site comprising approximately 3.39 acres as depicted and described on Exhibits "B-1" and "B-2" attached hereto (The properties described and depicted on Exhibits "A", "A-1", "B-1" and "B-2" shall collectively be referred to as the "Site".); and

B. The RDA and the City desire that a facility containing multiple uses including but not limited to senior housing, medical and retail operations be developed on the Site; and

C. The Buyer desires to proceed with the City and the RDA in investigating and determining the suitability of the Site for the facility indicated above; and

D. The City, the RDA and the Buyer mutually desire to enter

into this Agreement to set forth the terms and conditions by which they shall mutually proceed to determine that the Buyer desires to purchase the Site.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Definitions. The following terms in this Agreement shall have the following definitions:

“Buyer” shall have the meaning set forth in the first paragraph of this Agreement.

“City” means the City of Las Vegas, Nevada.

“RDA Board” means the City of Las Vegas Redevelopment Agency Board of Directors.

“RDA” shall have the meaning set forth in the first paragraph of this Agreement.

“Key Persons” means (i) for Buyer the following individuals: Michael J. McDonald, President, Alpha Omega Strategies, Inc. or his designee and (ii) for the City the following individuals: Douglas A. Selby, City Manager or Scott D. Adams, Director, Office of Business Development, and (iii) for the RDA the following individuals: Douglas A. Selby, Executive Director or Scott D. Adams, Operations Officer.

“Party(ies)” means Buyer, the City and the RDA individually and

Buyer, the City and the RDA collectively.

"Purchase and Sales Agreement ("PSA")" means an agreement between the City, the RDA and the Buyer stating the condition under which the Site will be sold to the Buyer

"Term" shall have the meaning set forth in Section 2 of this Agreement.

"Site" shall mean the real property documented on Exhibit "A" and Exhibit "B-2" and depicted on Exhibits "A-1" and "B-1" of this Agreement. The parties acknowledge that the City does not own all the properties depicted on Exhibit "B-1".

2. Term of Agreement. The term of this Agreement (the "Term") shall commence on the date of execution by the City and the RDA and automatically expire ninety (90) days thereafter.

3. Purpose. The City, the RDA and the Buyer agree that their mutual goal under this Agreement is to determine the feasibility of the Buyer acting as the owner and developer of the Site.

(a) Purchase and Sales Agreement ("PSA"). The City, the RDA and the Buyer (with each Party bearing their respective costs and expenses including attorney's fees) will attempt to draft a mutually acceptable agreement setting forth their respective rights and obligations in respect to the purchase and sales of the Site. The PSA shall also determine the purchase and sale of the properties not owned by the City as depicted on Exhibit "B-1"

(b) Other. Such other matters as the City, the RDA or the Buyer may reasonably determine necessary to complete the feasibility determination.

4. Exclusivity

(a) Exclusivity. The City and the RDA agree that during the Term that (i) they shall deal exclusively with Buyer in connection with the purchase and sale of the Site to the Buyer and (ii) they shall not actively negotiate with any other person or entity regarding sale of the Site or any portion thereof.

5. Buyer Due Diligence. The Buyer shall conduct its own independent due diligence review concerning the various matters relating to all aspects of the development of the Site, including the physical review described in Section 6 below. The City and the RDA shall cooperate in providing the Buyer with appropriate information and assistance in conducting such due diligence review. Such cooperation will include assistance in arranging meetings with those persons reasonably determined by the Buyer as necessary in completing the Buyer's due diligence review. In connection therewith, the Buyer acknowledges receiving that documentation and information set forth on Exhibit "C" attached hereto.

6. Physical Review.

(a) Physical Review. The Buyer at its sole cost and expense will have the Term of this agreement to conduct a physical inspection of the Site. During this Term, the Buyer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct

such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as the Buyer may reasonably require, provided that such inspections and tests will not materially damage the Site in any respect. The City and the RDA will make available for the Buyer's review all material in the City's or the RDA's possession related to the physical condition of Site, including, without limitation, all reports and documents related to the environmental condition of the Site

(b) Plan. The Buyer agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the ground surface of the Site, the Buyer will provide the City and RDA with a written plan for such activities which will set forth the intended actions and the steps to be taken to comply with the provisions of this paragraph (b). Such plan will set forth precautions to be taken to insure that the Site will not be negatively impacted. The Buyer agrees that such plan will be subject to the approval of the City and the RDA, which approval shall not be unreasonably withheld, and that the City and the RDA shall have the right to have its representatives present during such activities

(c) Restoration. All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. The Buyer will promptly restore the Site to its original condition as existed prior to

any such inspections and/or tests. If the Buyer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompactd to the original condition of the Site and the Buyer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompactd to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Buyer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to the City and the RDA) the City, the RDA, and their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, the Buyer, its officers, agents or employees and occurs from any such cause. If the Buyer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials

subject to legal requirements or corrective action, the Buyer will immediately notify the City and the RDA of the same. The indemnity obligations of the Buyer under this Section will survive any termination of this Agreement. The Buyer covenants and agrees upon request of the City or the RDA to promptly deliver to the City or the RDA without charge therefore, the results and copies of any and all environmental reports and related correspondence.

7. Effect of Agreement.

(a) The City and the RDA. The Buyer agrees that this Agreement does not (i) constitute any disposition of any interest or control whatsoever in the Site and (ii) does not create or grant to the benefit of the Buyer any right or interest whatsoever in the Site. The Buyer further agrees that (i) the execution of this Agreement by the City and the RDA is merely an agreement by the City and the RDA to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) neither the City or the RDA is under any obligation to enter into a PSA or any other agreement whatsoever with the Buyer in connection with the Site or otherwise and (iii) the decision to enter into a purchase and sales agreement or any other agreement with the Buyer is at the sole and unfettered discretion of the City and the RDA and final approval by the Las Vegas City Council and the RDA Board as to any and all proceedings and decisions in connection with a PSA.

(b) Buyer. The City and the RDA further agree that (i) the execution of this Agreement by the Buyer is merely an agreement by the Buyer to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) the Buyer is not under any obligation to enter into a PSA or any other agreement whatsoever with the City and/or the RDA in connection with the Site or otherwise and (iii) the decision to enter into a PSA or any other agreement with the City and/or the RDA is at the sole and unfettered discretion of the Buyer.

8. Non-Performance; Good Faith Deposit.

(a) Default. In the event (i) a Party has failed or is failing to perform an obligation of such Party hereunder and (ii) the Non-Performing ("NP") Party does not perform such obligation within ten (10) days written notice by the other Party, the NP Party shall be in default of this Agreement.

(b) City and RDA Rights. In the event the Buyer is in default of this Agreement, then the City and/or the RDA shall have the following sole and exclusive rights and remedies upon written notice to the Buyer:

(i) Terminate this Agreement; and

(ii) Retain the Good Faith Deposit as the City's and/or the RDA's liquidated damages or the breach of this Agreement by the Buyer. It is expressly understood and agreed between the City, the RDA and the Buyer that the City's and/or the RDA's actual damages for any such breach by the Buyer would be substantial but extremely difficult to

ascertain and that the Deposit is a good faith and fair estimate of such damages.

Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 6 above and Section 13 below.

(b) Buyer Rights. In the event the City and/or the RDA is in default of this Agreement, then the Buyer shall have the as its sole and exclusive right the right to terminate this Agreement upon written notice to the City and/or the RDA and receive a refund of the Deposit in full. Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 6 above and Section 13 below.

(c) Good Faith Deposit ("GFD") Concurrently with its execution of this Agreement, the Buyer has delivered to the City and/or the RDA a GFD to secure the good faith performance of its obligations under this Agreement in the amount of Fifty Thousand Dollars (\$50,000.00).

(d) Non-Liability of Officials. No officers, shareholders, officials (elected or otherwise) or employees of the City or the RDA shall be personally liable to the Buyer for any default or breach by the City and/or the RDA, for any amount which may become due to the Buyer or for any obligation of the City and/or the RDA under the terms of this Agreement. No officers,

shareholders, partners, directors or employees of the Buyer shall be personally liable to the City or the RDA for any default or breach by the Buyer, for any amount which may become due to the City or the RDA for any obligation of the Buyer under the terms of this Agreement.

(e) Non-Liability for Buyer Expenses The Buyer hereby agrees and acknowledges that neither the City nor the RDA shall have any obligation to reimburse or otherwise pay to the Buyer any costs and expenses incurred by the Buyer in connection with this Agreement in any way notwithstanding that a PSA is not consummated or that this Agreement is terminated for any reason whatsoever. The Buyer agrees that all such costs and expenses are to be borne solely by the Buyer and that the Buyer will make no claim whatsoever against the City or the RDA for reimbursement or otherwise for or in connection with such costs and expenses.

9. Buyer

(a) Organization. Buyer is a corporation duly authorized to conduct business in the State of Nevada. The principal office of Buyer is:

Alpha Omega Strategies, Inc.
4908 Carmen Blvd.
Las Vegas, NV 89108
Phone: 702-646-2716
FAX: 702-869-5145

(b) Buyer Ownership. The Buyer is required to make full disclosure to the City and the RDA of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees

and other associates, and all other material information concerning the Buyer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of the Buyer during the time this agreement is in effect is subject to the approval of the City and the RDA.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, the Buyer warrants that it has disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners or members of the Buyer, as well as all persons and entities holding more than 1% interest in the Buyer or any principal, partner or member of the same. Throughout the term hereof, the Buyer shall provide written notification of any material change in the above disclosure within 15 days of any such change.

10. Conflict of Interest.

(a) City Officials and RDA Officials. An official of the City or the RDA, who is authorized in such capacity and on behalf of the City or the RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City or the RDA, who is authorized in such capacity and on behalf of the City or the RDA to exercise

any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) No Interest. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City or the RDA relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City or the RDA may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

(c) Buyer Disclosure. The Buyer represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Buyer on Exhibit "D" and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

11. Commissions. Neither the City nor the RDA shall be liable for any real estate commission or brokerage fees relating to this Agreement or the transactions contemplated hereunder. The Buyer represents and warrants that it has engaged no broker, agent or finder in connection with this transaction, and the Buyer agrees to hold the City and the RDA harmless from any claim by any broker or finder retained by the Buyer.

12. Buyer's Financial Capability. Within thirty (30) days of the effective date of this Agreement, the Buyer shall submit to the City and the RDA satisfactory evidence of its, its partners and/or Designees ability to act as the Buyer of the Site, including, without limitation, financial statements for the last three (3) years including income statements and balance sheets and tax returns. All such documents provided to the City and the RDA shall be stamped "Proprietary Information and Confidential" and the City and the RDA shall return all such information after completion of its analysis.

13. Buyer's Indemnity. The Buyer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to the City and the RDA) the City and the RDA, their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature relating to or otherwise resulting from or in connection with the Buyer's activities under this Agreement. The indemnity obligations of the Buyer under this Section 13 will survive any termination of this Agreement.

14. Miscellaneous.

(a) No Assignment. No party shall have the right to assign this Agreement or any interest in this Agreement without the prior written consent of the other Party which may be granted or withheld at a Party's sole discretion.

(b) Notices. Formal notices, demands and communications between the City, the RDA and the Buyer shall be sufficiently given if made in

writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City, the RDA and the Buyer as set forth in this Section 14. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the RDA: City of Las Vegas Redevelopment Agency
 400 Stewart Avenue, 2nd Floor
 Las Vegas, Nevada 89101
 Attention: Operations Officer

If to the City: City of Las Vegas
 400 Stewart Avenue, 8th Floor
 Las Vegas, Nevada 89101
 Attention: City Manager

With a copy to: City Attorney's Office
 City of Las Vegas, 9th Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101

If to Buyer: Alpha Omega Strategies, LLC
 4908 Carmen Blvd.
 Las Vegas, NV 89108

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

(d) Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of

the City, the RDA and the Buyer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the City, the RDA and the Buyer.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

(f) Applicable Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(g) Captions. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

(h) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

(i) Subsequent City and RDA Approvals. Any approvals or waivers required of the City or the RDA under this Agreement may be given by the City Manager for the City or the Executive Director of the RDA for the RDA, or such other person as the City or the RDA designate in writing, unless the

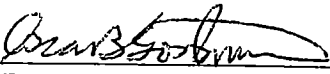
City Manger or Executive Director determines in his¹/her sole discretion that the approval of the City Council or the RDA Board is required.

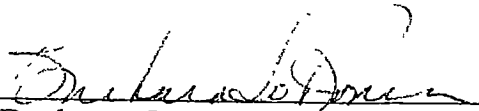
(j) Attorneys' Fees. If either Party shall breach its representations or shall fail to fulfill or perform any of its covenants or obligations in this Agreement, that party shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or that may be incurred as a result of the default under or breach of this Agreement, in the event legal action or any arbitration or other proceeding is commenced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement on the date set forth above.

City of Las Vegas
A Nevada municipal corporation

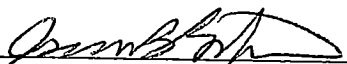
ATTEST:

By 
Oscar B. Goodman, Mayor


Barbara Jo Ronemus, City Clerk

Las Vegas Redevelopment Agency
A Nevada municipal corporation

ATTEST:

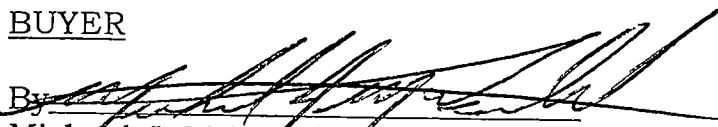
By 
Oscar B. Goodman, Chairman


Barbara Jo Ronemus, Secretary

APPROVED AS TO FORM:

 2/2/05
Date

BUYER

By 
Michael J. McDonald, President
Alpha Omega Strategies, Inc.

LIST OF EXHIBITS

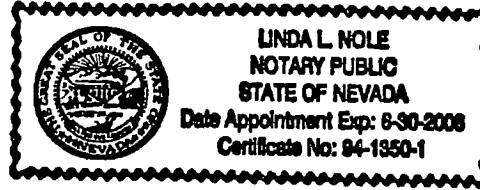
Exhibit "A"	1501 North Decatur Legal Description
Exhibit "A-1"	Site Map 1501 N Decatur (Site A)"
Exhibit "B-1"	Site Map of related City of Las Vegas Parcels (Site B)
Exhibit "B-2"	List of City acquired related properties
Exhibit "C"	Checklist of Due Diligence Materials
Exhibit "D"	Buyer Disclosure of Ownership and Principals Form

SIGNATURE ACKNOWLEDGEMENT

STATE OF NEVADA }

County of Clark }

} SS
}



On this 1 day of Feb, 2005, before me, a Notary Public in and for said state, personally appeared Michael J. McDonald, personally known to me (or proved to me) to be the person who executed the above instrument, and acknowledged to me that (they/he/she) executed the same for purposes stated therein.

Linda L. Nole
Notary Public

20000925
01388

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00|42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89|57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89|57'34" WEST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00|42'34" EAST (00|41'40" M) A DISTANCE OF 591.00 FEET; THENCE SOUTH 89|57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00|42'34" WEST (00|41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA TITLE COMPANY

09-25-2000 15:01 ARD

3

OFFICIAL RECORDS

BOOK: 20000925 INST: 01388

FEE: .00 RPTT. EX#002

EXHIBIT "A-1"

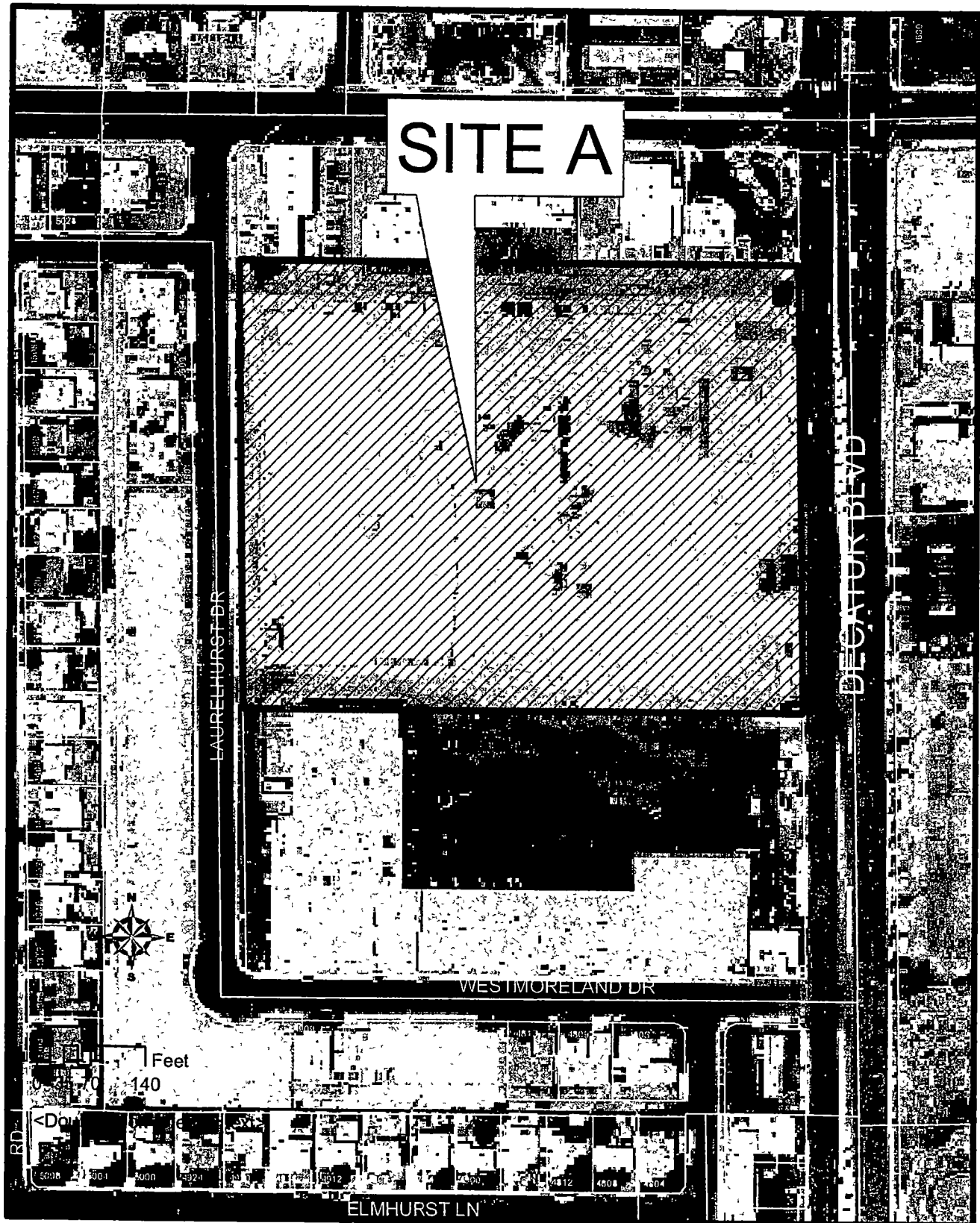


EXHIBIT "B-1"

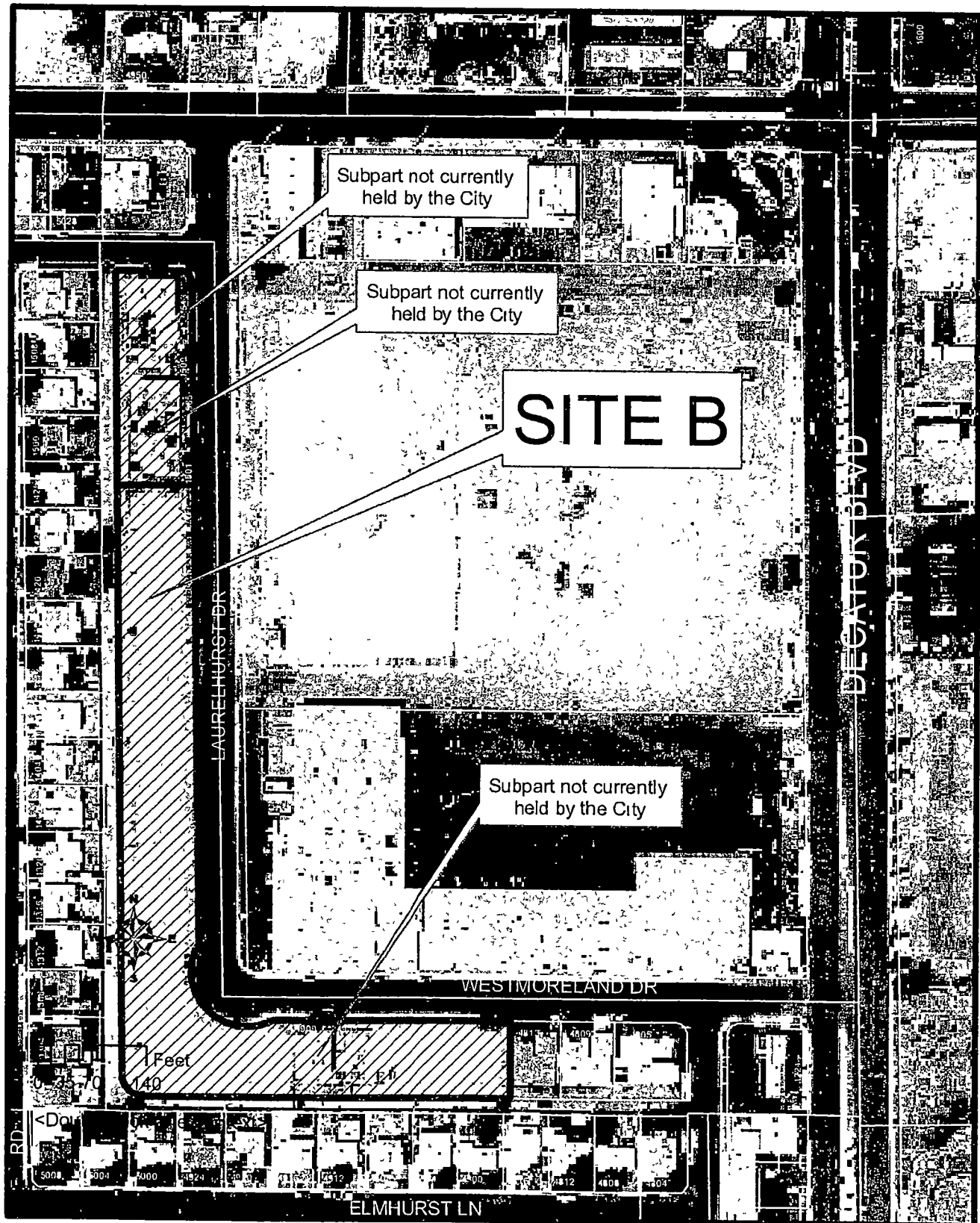


EXHIBIT "B-2"
List of Property acquired by the City of Las Vegas

1309 Laurelhurst Dr #1 & 2	1425 Laurelhurst units 2 & 4
1313 Laurelhurst Dr, Unit 34	1421 Laurelhurst units 5-8
1313 Laurelhurst Dr, Unit 36	1417 Laurelhurst units 9-11
1409 Laurelhurst #17-20	1413 Laurelhurst units 13-15
1409 Laurelhurst #21-24	1401 Laurelhurst units 25-28
1413 Laurelhurst Dr, Unit 1	1317 Laurelhurst units 29-32
1417 Laurelhurst #4	1313 Laurelhurst units 33 & 35
1425 Laurelhurst #1	1309 Laurelhurst units 37-38
1425 Laurelhurst #3	4917 Westmoreland units 42 & 44
1501 Laurelhurst # 13	4913 Westmoreland units 46 & 48
1501 Laurelhurst #14	4905 Westmoreland units 53-56
1501 Laurelhurst Dr, Units 15&16	4901 Westmoreland units 57-60
1505 Laurelhurst #12	4817 Westmoreland units 61-64
1505 Laurelhurst Dr, Unit 11	1425 Laurelhurst units 2 & 4
1509 Laurelhurst #6	1421 Laurelhurst units 5-8
1509 Laurelhurst #8	1417 Laurelhurst units 9-11
1505 Laurelhurst #10	1413 Laurelhurst units 13-15
1509 Laurelhurst Dr, Unit 5	1401 Laurelhurst units 25-28
1509 Laurelhurst Dr, Unit 7	1317 Laurelhurst units 29-32
1513 Laurelhurst #4	1313 Laurelhurst units 33 & 35
1513 Laurelhurst Dr, Unit 2	1309 Laurelhurst units 37-38
1513 Laurelhurst Dr, Unit 3	4917 Westmoreland units 42 & 44
4913 Westmoreland #3	4913 Westmoreland units 46 & 48
4913 Westmoreland Unit 1	4905 Westmoreland units 53-56
4917 Westmoreland #3,4 (41&43)	4901 Westmoreland units 57-60
	4817 Westmoreland units 61-64

EXHIBIT "C"

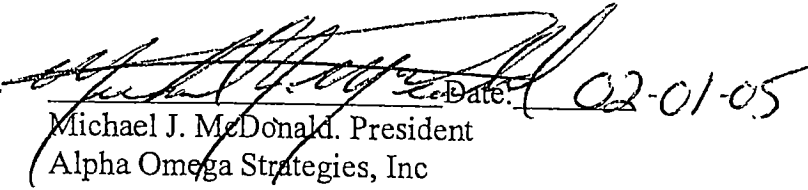
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-6551

It is hereby acknowledged that Alpha Omega Strategies, Inc received copies of due diligence materials from the Owners relative to: APN 138-25-503-006, and to APN 138-25-515-000, and 138-25-516-000.

The due diligence materials provided are as follows:

- ☒ Exhibit "A-1" Site Map (APN 138-25-503-006)
- ☒ Exhibit "A-2" Legal Description for Site A
- ☒ Exhibit "B-1" Site Map (Portions of APN 138-25-515-000, 138-25-516-000)
- ☒ Exhibit "B-2" List of Properties acquired for Site B
- ☒ Grant, Bargain, and Sale Deed for APN 138-25-503-006, 1501 North Decatur
- ☒ Owner's Polity of Title Insurance (ALTA), 1501 North Decatur
- ☒ Phase I Environmental Site Assessment, Pentacore Resources, dated July 27, 2000
- ☒ Phase II Environmental Site Assessment, Pentacore Resources, dated July 28, 2000
- ☒ Asbestos Inspection and Analysis Report, Pentacore Resources, dated November 10, 2000
- ☒ Off-site Well Installation and Sampling, Pentacore Resources, dated *Stewart Ave. Nov 2, 2000* ~~August 23, 2000~~
- ☒ Release letter from Nevada Division of Environmental Protection, dated May 1, 2003
- ☒ Grant, Bargain and Sale Deeds for property acquired at Site B
- ☒ Covenants, Conditions, & Restrictions for property acquired at Site B (if applicable)

Acknowledged by:


Michael J. McDonald, President
Alpha Omega Strategies, Inc

Date: 02-01-05

Douglas A. Selby, City Manager and
Redevelopment Agency Executive Director

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

Block 1	Contracting Entity
Name	
Address	
Telephone	
EIN or DUNS	

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.	Michael J. McDonald	4908 Carmen Blvd. 89108	702-592-1990
2.	Richard L. Henry	4908 Carmen Blvd. 89108	702-592-1990
3.	Robert L. Moore	400 S. 4th Street #400 89101	702-221-7000
4.	Lisa M. Brady	400 S. 4th Street #400 89101	702-221-7000
5.	Kenneth Cornell	2123 Garnett Ave. San Diego, CA 92109	858-274-1585
6.	Beth Molasky- Cornell	2123 Garnett Ave. San Diego, CA 92109	858-274-1585
7.	Arne Rosencrantz	400 S. 4th Street #400 89101	702-221-7000
8.	Robert Johns	400 S. 4th Street #400 89101	702-221-7000
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: _____

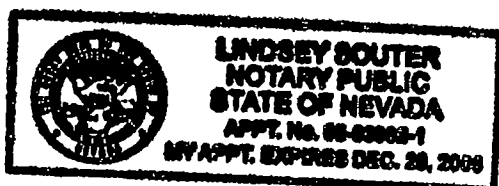
Block 5 : Disclosure of Ownership and Principals - Alternate

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

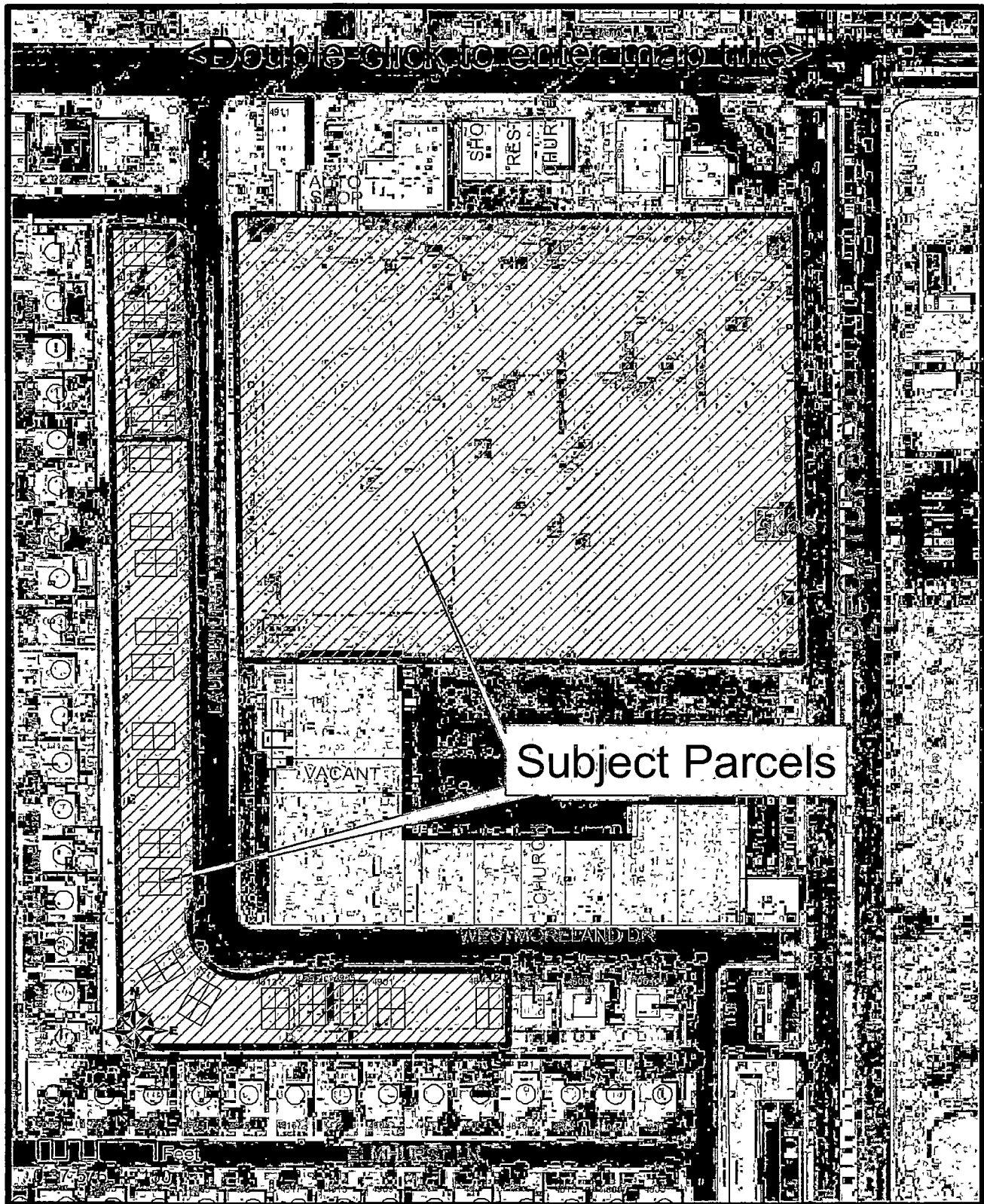


[Signature]
Name
4-18-05
Date

Subscribed and sworn to before me this 13th day of

April, 2005.

Lindsey Souter
Notary Public



<Double-click to enter text>

Location Map

***CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005***

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

1 Item 69 – Discussion and possible action regarding an extension to the term of the
2 Exclusive Negotiating Agreement between the City of Las Vegas, the Las Vegas
3 Redevelopment Agency, and Alpha Omega Strategies, Inc., for certain properties located at
4 and around 1501 North Decatur, APNs 138-25-503-006, 138-25-515-000, and 138-25-516-
5 000 - Ward 1 (Tarkanian) [NOTE: This is a companion item to Redevelopment Agency
6 Item 2]

7
8 Redevelopment Agency Item 2 – Discussion and possible action regarding an extension to
9 the term of the Exclusive Negotiating Agreement between the City of Las Vegas, the Las
10 Vegas Redevelopment Agency, and Alpha Omega Strategies, Inc., for certain properties
11 located at and around 1501 North Decatur, APNs 138-25-503-006, 138-25-515-000, and 138-
12 25-516-000 - Ward 1 (Tarkanian) [NOTE: This is a companion item to City Council Item
13 69]

14
15
16 **Appearance List:**

17 GARY REESE, Mayor Pro Tem

18 MICHAEL MACK, Councilman

19 SCOTT ADAMS, Director, Office of Business Development

20 TOM McGOWAN, Las Vegas resident

21 LOIS TARKANIAN, Councilwoman

22 BEATRICE TURNER, West Las Vegas resident

23 MICHAEL McDONALD, Applicant

24
25 (10:29-10:33/10:36-10:37)

26 1-3202/2-25

27 5 minutes

28
29 Typed by: Stacey Campbell

30 Proofed by: Ydoleena Yturralde

***CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005***

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

31 **MAYOR PRO TEM REESE**

32 Item 69 is discussion and possible action regarding an ex, extension of the term for Exclusive
33 Negotiating Agreement between the City of Las Vegas Redevelopment Agency and the Alpha
34 Omega Strategies, Inc., for certain properties located in and around 1501 North Decatur
35 Boulevard. This is in Councilwoman Tarkanian's ward and Mr. Adams is present –

36

37 **COUNCILMAN MACK**

38 Mayor Pro Tem.

39

40 **MAYOR PRO TEM REESE**

41 – as well as the applicant. Yes?

42

43 **COUNCILMAN MACK**

44 Quick disclosure, my brother, Stephen Mack, owns property near this site. I believe the scope of
45 this project, development could have an impact on my brother's interest so I'll be abstaining. I
46 should also note, for the record, that I need to disclose because one of the partners is, in the
47 project is former Councilman Michael McDonald. Although I have no financial interest
48 whatsoever in this proposal, both of us do independent contracts with Southwest Group as
49 consultants.

50

51 **MAYOR PRO TEM REESE**

52 Thank you.

53

54 **SCOTT ADAMS**

55 Good morning, Scott Adams, Director of the Office of Business Development. This item is one
56 that you approved an agreement under an Exclusive Negotiating Agreement back in February.
57 The – developer on this project, Alpha Omega – Strategies has performed under that ENA by
58 submitting to us the required fifty thousand dollars security deposit. They've provided us
59 financial information required in the ENA. And, what were asking for here is an extension of 90

**CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005**

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

60 days due to the fact that we just recently received the actual appraisal on the site and that was
61 really something we needed to form the basis of our negotiations of a – final and definitive Dis,
62 Disposition and Development Agreement. So, we're asking for a 90 day extension of the ENA.
63 This is a site that's owned by both the City and the RDA. There're portions owned by the City,
64 portions owned by the RDA so there's a companion item that trails on the RDA agenda that also
65 approves their, the extension of the agreement as well. It's a three party agreement and staff
66 recommends approval.

67

58 **MAYOR PRO TEM REESE**

69 Thank you. Are there any questions or comments at this time? Councilwoman Tarkanian.

70

71 **TOM MCGOWAN**

72 Any public comment?

73

74 **MAYOR PRO TEM REESE**

75 Yes, I'm sorry. I didn't hear you, see you.

76

77 **TOM MCGOWAN**

78 Very brief, Tom McGowan, Las Vegas resident, I recommend you extend the agreement. And
79 now, here's a centennial birthday gift for the Mayor, that the Mayor Pro Tem is invited to open
80 and ask the Mayor to wear it good health. Thank you very much.

81

82 **MAYOR PRO TEM REESE**

83 Scared to open it.

84

85 **COUNCILWOMAN TARKANIAN**

86 I move that we approve this item, oh, –

**CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005**

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

87 **MAYOR PRO TEM REESE**

88 Just a moment.

89

90 **COUNCILWOMAN TARKANIAN**

91 – excuse me, I didn't see you.

92

93 **BEATRICE TURNER**

94 Thank you, Beatrice Turner, West Las Vegas. You know, I should get up here and slam dunk it
95 but I ain't. Because I got some elderly people that live in that area and they're askin' when is the
96 senior center coming. Even the people over there at that Catholic Charities, they're even asking,
97 when is they gonna do something with that property? What's the hold up with them other two
98 units that's sittin' there. And you know, and it's a long way for seniors that live there to travel to
99 go to other senior developments, go to other senior places. So, they, 'cause last week, the lady
100 asked me, well Beatrice, when the senior place comin'? I said first they got to get rid of those
101 two buildings that still sittin' there. So, that's the only reason I'm standing here supporting this
102 because I support them seniors.

103

104 **MAYOR PRO TEM REESE**

05 Thank you. Any other questions or comments? Councilwoman Tarkanian.

106

107 **COUNCILWOMAN TARKANIAN**

108 **I move to approve this item.**

109

110 **MAYOR PRO TEM REESE**

111 Thank you, we've got a motion for approval, please cast your vote. Please post. Motion carries.
112 **(Motion carried UNANIMOUSLY with GOODMAN excused and MACK abstaining**
113 **because his brother Steven Mack owns property adjacent to this property, which could be**
114 **impacted by the scope of this project, and because Michael McDonald is one of the partners**
115 **in this project and, although COUNCILMAN MACK has no financial interest in this**

***CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005***

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

116 matter, he and MR. McDONALD have independent consultant contracts with Southwest
117 Group)

118

119 **MICHAEL McDONALD**

120 Thank you.

121

122 **VICE CHAIRMAN REESE**

123 Item No. 2 is discussion and possible action regarding an extension to the term of the Exclusive
24 Negotiating Agreement between the City of Las Vegas Redevelopment Agency and the Alpha
125 Omega Strategies, Inc., for certain properties located at – and around 1501 North Decatur
126 Boulevard. Again, this is in Councilwoman Tarkanian's ward, the applicant is present, Mr.
127 Adams.

128

129 **MEMBER MACK**

130 Mayor Pro Tem.

131

132 **VICE CHAIRMAN REESE**

133 Yes.

34

135 **MEMBER MACK**

136 I need to make the similar disclosure. Due to the size of the project proposed for this site I
137 believe it would have an impact on my brother, Stephen Mack's property located nearby. So I'll
138 be abstaining from this item. I also need to disclose, for the record, that former Councilman
139 Michael McDonald, who's in front of us today, is a principal in the project. Both of us have
140 individual contracts with Southwest Strategies Group so I'll be abstaining from the complete
141 item. Thank you.

142

143 **VICE CHAIRMAN REESE**

144 Thank you very much.

**CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005**

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

145 **SCOTT ADAMS**

146 Good morning. Scott Adams, again, Director of the Office of Business Development. This item
147 is the companion item on the RDA agenda to the previous item that I described regarding 1501
148 Decatur and staff recommends approval.

149

150 **VICE CHAIRMAN REESE**

151 Any questions of the applicant? Hearing none, Councilwoman Tarkanian, please.

152

153 **MEMBER TARKANIAN**

154 I move for approval of this item.

155

156 **VICE CHAIRMAN REESE**

157 Thank you very much, we've got a motion for approval with all conditions, please cast your
158 vote. Please post.

159

160 **MEMBER MACK**

161 Show me as an abstention, thank you.

162

163 **VICE CHAIRMAN REESE**

164 Motion carries. (Motion carried UNANIMOUSLY with GOODMAN excused and MACK
165 abstaining because his brother Steven Mack owns property adjacent to this property,
166 which could be impacted by the scope of this project, and because Michael McDonald is
167 one of the partners in this project and, although MEMBER MACK has no financial
168 interest in this matter, he and MR. McDONALD have independent consultant contracts
169 with Southwest Group

170

171 **MICHAEL McDONALD**

172 Thank you, have a good day.

***CITY COUNCIL and REDEVELOPMENT AGENCY MEETING OF
MAY 18, 2005***

**COMBINED VERBATIM TRANSCRIPT – City Council Item 69 and Redevelopment
Agency Item 2**

173 **VICE CHAIRMAN REESE**

174 Thank you.

175

176 **MICHAEL McDONALD**

177 And congratulations on your Centennial, you all did a wonderful job.

178

179 **VICE CHAIRMAN REESE**

180 Thanks.

81 **(END OF DISCUSSION)**

182 /slc;yy

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 18, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION AUTHORIZING STAFF TO NEGOTIATE A PURCHASE AND SALE AGREEMENT FOR THE NORTHEAST CORNER OF MARTIN LUTHER KING BOULEVARD AND WASHINGTON AVENUE, APN 139-28-604-008 - WARD 5 (WEEKLY)

Fiscal Impact:

☐ No Impact	Amount:	\$850,000.00
☒ Budget Funds Available	Dept./Division:	OBD/RDA
☐ Augmentation Required	Funding Source:	RDA Special Revenue Fund

PURPOSE/BACKGROUND:

To negotiate a Purchase and Sale Agreement for the northeast corner of Martin Luther King and Washington and initiate a redevelopment strategy along the Martin Luther King corridor. Earnest money/downpayment deposit not-to-exceed \$200,000. Sales price not-to-exceed \$850,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Site Map

MOTION:

WEEKLY - APPROVED as recommended - UNANIMOUS with GOODMAN excused

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, reviewed the Subject and Purpose/Background sections. Total acreage is about 1.6 acres. Staff believes this is a strategic purchase, given the potential retail impact on the MLK corridor. Staff is currently exploring the possibility of formulating a redevelopment strategy for the entire corridor within the redevelopment area. Staff recommends approval.

BEATRICE TURNER, West Las Vegas resident, questioned the possible development for this corner. MEMBER WEEKLY indicated that staff is exploring some ideas, including additional parking to support more commercial and a restaurant on the corner, which is what the surrounding residents requested.

(10:37 - 10:40)

2-70

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: MAY 18, 2005

DEPARTMENT: OBD

**ITEM DESCRIPTION: NEGOTIATE PURCHASE AND SALE AGREEMENT FOR
NORTHEAST CORNER OF MLK BLVD. AND WASHINGTON AVE.**

The following real estate market analysis regarding the North East Corner of Martin Luther King and Washington is based on market comparables obtained from Propertyline Commercial listing service April 13, 2005 for the 89106 zip code area and current Clark County Assessor records:

Subject Property:

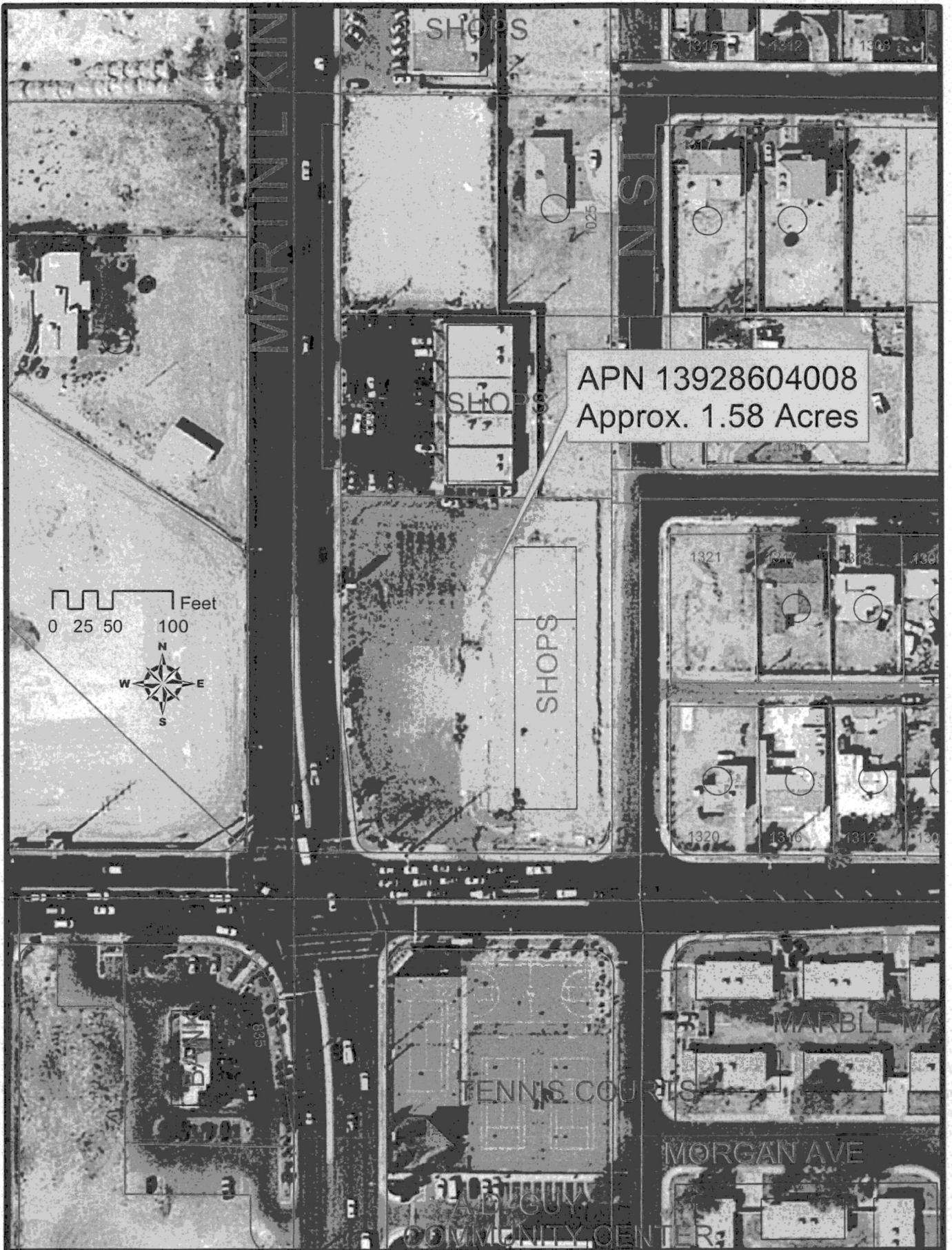
NEC Martin Luther King & Washington
APN 139-28-604-008

List Price \$850,000.00 - +/- 1.58 net acreage
Cost per square foot: \$12.35
Cost per Acre: \$521,471.00

Market Comparables:

Active for sale properties - average per acre: \$595,000.00
Active for Lease properties - average per square foot \$1.30 NNN
Sold Properties – average per square foot: \$13.84
Sold Properties – average per acre: \$543,392.27

Subject property is priced below market comparables and can be incorporated into a Martin Luther King corridor strategy to attract mixed use commercial and residential development to the area.



TM/LAS COUNCIL MTG: 9th WED. 18 MAY, '05 (ENCL. CHAB.) (CH: MAY 0/8)
CRDA
CITY PARTIC. • TOM MC GOWAN; LAS VEGAS RESIDENT. .. ← (2 1/2 mins) →

• IN A RECENT TELEVISION TALK/INTERVIEW PROGRAM HOSTED BY A PROMINENT LOCAL ATTORNEY, TWO (2) MEMBERS OF THE CITY COUNCIL SPOKE ABOUT THE AGGRESSIVE DEVELOPMENT OF HIGH-RISE CONDOMINIUMS, AND THE MERITS OF THE AWARDS-WINNING BUREAUCRACY OF THE CITY OF LAS VEGAS. BUT THEY LEFT SEVERAL IMPORTANT PUBLIC-PERTINENT QUESTIONS UNADDRESSED. THOSE QUESTIONS ARE HEREBY SUBMITTED TO THE ENTIRE CITY COUNCIL AND REQUESTED RESPONSE ON THE PUBLIC RECORD OF TODAY'S MEETING. ~ TO WHIT:-

1. ~ HOW MANY DEVELOPERS OF HIGH-RISE CONDOMINIUM PROJECTS ARE OF OUT-OF-STATE 'OUTSOURCING' ORIGIN, AND HOW MANY ARE OF LOCALLY-HEADQUARTERED ORIGIN?

2. - HOW MANY HIGH-RISE CONDOMINIUMS ARE WITHIN THE AFFORDABILITY RANGE OF CURRENT LOCAL RESIDENTS?

(A) HOW MANY WILL BE THE PART-TIME SECOND HOMES, OR THE FULL-TIME PRIVATE INVESTMENTS OF OUT-OF-STATE OWNERS, OR 'CONDOMINIUM-BANKING' SPECULATORS?

(B) HOW MANY WILL BE OWNED AND OCCUPIED BY LOCALLY-RESIDENT RETIRED SENIORS AND FAMILIES WITH MINOR CHILDREN? ~ AND:~

(1) HOW CAN A CITY DEVOID OF SENIORS, CHILDREN AND GRAND-CHILDREN BE DEEMED TO COMPRISE A GENUINE 'COMMUNITY'?

3. ~ WHY DID THE CITY COUNCIL APPROVE AND AUTHORIZE THE DEVELOPMENT OF HIGH RISE CONDOMINIUM PROJECTS WHOSE BUILDING CONTRACTORS EMPLOY

Submitted at Redevelopment Agency

(1.)

Date

5/18/05

Item

Green
Participation

(TM, COSTA)

NON-UNION LABOR AND ILLEGAL ALIENS, TO THE SOCIO-ECONOMIC DETRIMENT OF AMERICAN CITIZENS AND LOCAL RESIDENTS OF THE CITY OF LAS VEGAS?

4. ~ ^{AND WHY?} WHEN DID THE CITY COUNCIL AUTHORIZE THE VACATION OF HOOVER AVE. TO ^{WITHOUT A PERMIT,} ACCOMMODATE THE CONSTRUCTION OF HIGH-RISE CONDOMINIUMS?

5. ~ WHEN WILL 'CAT' BUS, 'CITY-RIDE' BUS, AND TAXICAB SERVICES BE RESTORED TO SERVE THE NEEDS OF ALL RESIDENTS OF THE DOWNTOWN CITY OF LAS VEGAS?

6. ~ WHERE'S THE MASTER PLAN FOR THE DEVELOPMENT OF THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT AND THE CITY OF LAS VEGAS ARTS DISTRICT?

7. ~ WHO DIRECTED A PLANNING DEPT. STAFFPERSON TO CHAIR AND CONDUCT A SERIES OF PUBLIC-EXCLUDED ARTS DISTRICT TASK FORCE MEETINGS IN VIOLATION OF THE NEVADA OPEN MEETING LAW?

WDD:

8. ~ HOW WILL THE CITY ENSURE COMPLIANCE WITH BUILDING AND SAFETY, AND FIRE CODES DURING THE COMING 'FIRST FRIDAYS' ~~EVENT~~, WHEN 15,000 ATTENDEES ARE ANTICIPATED TO CONVERGE ON THESE ANTICIPATED BUILDINGS IN THE ARTS DISTRICT?

LET THE RECORD REFLECT THAT THE MAYOR, THE CITY COUNCIL, AND THE 'AWARDS-WINNING' BUREAUCRACY DID NOT RESPOND TO THESE PUBLIC-PERTINENT QUESTIONS.

THE VERBATIM TEXT OF MY PUBLIC COMMENT IS SUBMITTED AND REQUESTED INCLUSION IN THE MEETING MINUTES, IN COMPLIANCE WITH NRS 241, THE NEVADA OPEN MEETING LAW.

THANK YOU.

(SUBMITTED)

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MAY 18, 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:

TOM McGOWAN read and submitted his written comments, a copy of which is attached and made a part of the final minutes.

RONALD MIDBY inquired about his work card denial appeal that was supposed to be heard during the 5/18/2005 City Council morning session. MAYOR GOODMAN referred him to DETECTIVE STACY RODD of Special Investigations, Las Vegas Metropolitan Police Department .

JERRY NEAL, Marble Manor Resident Council, thanked the citizens of Las Vegas and encouraged them to come forward and voice their concerns so that the City can run more efficiently. Regarding the Housing Authority, he congratulated BOBBY "G" GRONAUER on his tactics to achieve the passing of bills that should have first gone before the board, as well as HAYWOOD CARTER for signing an agreement to help merge all housing authorities without first obtaining the approval of the board. He suggested the Mayor appoint someone that has the interests of the people in mind. He invited MEMBERS WEEKLY and TARKANIAN to make a visit to Marble Manor to see firsthand the conditions and what is happening before any lawsuits are filed. There are still mold problems, about which the Executive Director claims he did not know anything, but, in January, the Housing Authority paid out a substantial amount of money to people who have mold problems.

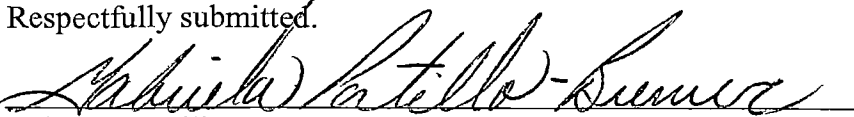
BEATRICE TURNER, West Las Vegas resident, stated she is going into the T-Shirt business and that she is going to make it her business to be present at the meetings in order to aggravate the Mayor until he is gone.

(10:40 - 10:44)

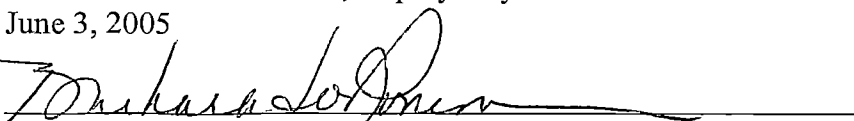
2-167

THE MEETING ADJOURNED AT 10:48 A.M.

Respectfully submitted.


Gabriela Portillo-Brenner, Deputy City Clerk

June 3, 2005


Barbara Jo Ronemus, Secretary