S.

DOWNTOWN LAS VEGAS

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

MINUTES

Meeting of
NOVEMBER 1, 2006
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 9:50 A.M.
Adjourned: 11:05 A.M.

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

APPROVED BY REFERENCE: DECEMBER 20, 2006

ATTEST:

SECRETARY

CHAIRMAN

35

City of Las Vegas

REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
CITY OF LAS VEGAS INTERNET ADDRESS: http://www.lasvegasnevada.gov
November 01, 2006
9:00 AM
(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.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of September 20, 2006

4. Discussion and possible action regarding leasing office space at the 5th Street School, located at 400 Las Vegas Boulevard South, to the Las Vegas Chapter of the American Institute of Architects - Ward 3 (Reese)

5. Discussion and possible action regarding an Estoppel Certificate to MidFirst Bank concerning the Owner Participation Agreement dated October 16, 1987, with Westar Charleston Associates - Ward 3 (Reese)

6. 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 nee 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
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING
(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **25th** day of **October, 2006**, 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 **1st** day of **November, 2006**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

05 day of October, 2006

NOTARY PUBLIC in and for said County and State

YDOLEENA YTURRALDE
Notary Public State of Nevada
No. 04-93363-1
My appt. exp. Nov. 18, 2008

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 **25th** day of **October, 2006**, 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 **1st** day of **November, 2006**, 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

25 day of October, 2006

NOTARY PUBLIC in and for said County and State

YDOLEENA YTURRALDE
Notary Public State of Nevada
No. 04-93365-1
My appt. exp. Nov. 18, 2008

AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Ian Spahr, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **25th** day of **October, 2006** at the hour of **3:00 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 **1st** day of **November, 2006,** 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. Bulletin Board, City Hall Plaza, 400 Stewart Avenue (next door to Metro Records)
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

Ian Spahr
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this
25th day of October, 2006

Paula Clark
NOTARY PUBLIC in and for said County and State

PAULA CLARK
Notary Public State of Nevada
No. 00-60678-1
My appt. exp. Jan. 11, 2009

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 1, 2006

SUBJECT:
CALL TO ORDER

Minutes:
Called to order by CHAIRMAN GOODMAN at 9:50 a.m.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, WEEKLY, WOLFSON, TARKANIAN and ROSS

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

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE

REDEVLEOPMENT AGENCY MEETING OF: NOVEMBER 1, 2006

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records) Las Vegas Library, 833 Las Vegas Boulevard North Clark County Government Center, 500 S. Grand Central Parkway Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

Agenda Item No.: 3.

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 1, 2006

DEPARTMENT: CITY CLERK
DIRECTOR: BARBARA JO RONEMUS

SUBJECT:
Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of September 20, 2006

Motion made by GARY REESE to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

City of Las Vegas

Agenda Item No.: 4.

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 1, 2006

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS

SUBJECT:
Discussion and possible action regarding leasing office space at the 5th Street School, located at 400 Las Vegas Boulevard South, to the Las Vegas Chapter of the American Institute of Architects - Ward 3 (Reese)

Fiscal Impact

- [x] **No Impact**
- [ ] **Augmentation Required**
- [ ] **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Rehabilitation of the 5th Street School is scheduled for January of 2008. The American Institute of Architects is one of the organizations selected to occupy the rehabilitated space.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. American Institute of Architects Lease
2. Site Map

Motion made by GARY REESE to Strike

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:
SCOTT ADAMS, Director of Office of Business Development, asked that the item be stricken from the agenda.

S. ✓

CONTRACT FOR THE
LEASE OF PROPERTY AT FIFTH STREET SCHOOL
FOR THE LAS VEGAS CHAPTER OF
THE AMERICAN INSTITUTE OF ARCHITECTS

THIS CONTRACT ("Lease"), made and entered into this ______ day of ___________, 2006; by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a public entity, corporate and politic in the State of Nevada (hereinafter referred to as "Lessor"), and the LAS VEGAS CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS (hereinafter referred to as "Lessee" or "AIALV").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Fifth Street School, and located commonly at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain premises at the Fifth Street School, as more fully described hereafter in the Lease (the "Premises"), for the purpose of providing office and bookstore space to AIALV; and

WHEREAS, one of the goals of the Lessor is to provide access needed to services to the central core of downtown Las Vegas; and

WHEREAS, Lessee, by utilizing the Premises, will contribute to Lessor in its efforts to revitalize the central core of downtown Las Vegas; and

WHEREAS, Lessor determines that the lease of the Premises to Lessee for the purposes as hereinafter set forth in the Lease will provide a substantial benefit to the inhabitants of the City of Las Vegas; and

WHEREAS, the Lessor agrees to lease the Premises upon the terms and conditions set forth below.

14X

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises at Fifth Street School consisting of approximately 1426 square feet. The location and approximate dimensions of the Premises are shown more particularly on the Site map, Exhibit "A" (the "Premises").

2. **TERM OF LEASE.** Unless earlier terminated in accordance with section 39 hereof, this Lease shall be for a period of five (5) years beginning on the Commencement Date as defined in Section 3. If Lessee is not then in default of this Lease, Lessee may request to renew this Lease through January 2014 by giving a written request to renew at least 60 days prior to the expiration of the Lease term and upon receiving such request Lessor must provide written approval within 30 days of expiration of Lease.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective on the date both parties have signed this Lease. The Commencement Date of this Lease shall be January 1, 2008 ("Commencement Date").

4. **RENT.** Commencing on the Commencement Date, Lessee agrees to pay One Dollar ($1.00) per month as rent (the "Rent") to Lessor. The Rent shall be due and payable twelve (12) months in advance and shall be due on the Commencement Date.

5. **UTILITIES AND SERVICES.** Lessee shall pay for its use of all water, sewer, electricity and gas utilities, solid waste disposal, janitorial and landscape maintenance at the Premises by reimbursing Lessor its pro-rata share of the Lessor's total billings for these services at the Fifth Street School. Lessee's pro-rata share is based upon the Lessee's Premises as a percentage of the total square footage available for use at the Fifth Street School, said total square footage is calculated to be 26,251 square feet. The Lessee's Premises consist of 5.49 percent of said total. Lessor shall invoice the Lessee no later than forty-five (45)

days from the date of receipt from the appropriate utility companies, and Lessee shall make payment within (30) days of receipt of such invoice. Lessee shall be responsible for all costs of the Lessee's telephone, cable and other telecommunication services at the Premises.

6. **REPAIRS AND MAINTENANCE.**

A. **Lessor's Obligations.** Lessor shall keep the Premises, interior and exterior walls, roof and common areas and the equipment whether used exclusively for the Premises or in common with the other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings or to repair or replace any improvements that are not ordinarily a part of the Premises.

B. **Lessee's Obligations.**

(1) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee of the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs, the cost of which is otherwise Lessee's responsibility hereunder.

(2) On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Lessee. Lessee shall repair any damage to the Premises occasioned by the installation or removal of Lessee's trade fixtures,

alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises and in good operating condition.

7. **USE OF PREMISES AND COMMON AREAS.** Lessee agrees to use the Premises solely for the purpose of conducting AIALV official business, classes and workshops. Lessee shall not use or permit the Premises to be used for any other purpose, except with the prior written consent of Lessor. The Lessee will have use privileges to the "Common Areas" consisting of the multi-purpose "Gymnasium" space, gallery space and courtyard open spaces. Usage of these spaces must be scheduled with and approved by the resident or designated representative of the Lessor. Priority of use of the Common Area shall first be given to the RDA, then to the resident tenants of Fifth Street School and finally to outside third party users. If more than one tenant desires to use a specific Common Area, priority shall be given to the tenant with the larger area under lease. Lessee shall be responsible for all costs incurred for its use, including special events, of the Premises and Common Areas, including but not limited to, all permits, additional security, trash removal, ancillary fees, and special event permits. If the Lessee conducts fundraising or for profit activities utilizing the Common Areas, the Lessor retains the right to charge either a percentage fee or flat rate usage fee for the use of said Common Areas.

8. **CONDITION OF PREMISES.** The Premises are leased to Lessee on an "as-is" basis. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

9. **USE OF PARKING AND OTHER AREAS.** In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to Three (3) parking passes for spaces which are not designated as "Visitor Parking" located in the main parking lot at the Fifth Street School and depicted on the Site Map

attached hereto as Exhibit "B". The Lessee shall direct all other parking users to use the metered spaces in the parking structure located at 400 4th Street, which is west of the Gymnasium across Fourth Street. All facilities in or about the Fifth Street School shall be subject to the exclusive control and management of Lessor. Lessor shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to close all or any portion of said area of facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in proper and orderly fashion.

10. **LAWS, WASTE, NUISANCE.** Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises.

11. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

12. **SIGNAGE.** Lessee shall have the right to place, construct and maintain one or more signs identifying its name at the Premises. All signage shall conform to the design of signs at Fifth Street School and shall be approved by Lessor prior to the sign's placement at the Premises.

13. **CHANGES TO COMPLEX.** Lessor reserves the right at all times to exercise reasonable control over, and from time to time make changes, alterations or additions to, the Fifth Street School. Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

14. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Fifth Street School and which are the Lessor's responsibility. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers and to make such repairs, additions, alterations or improvements as Lessor may deem desirable.

Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee from the leased Premises or any portion thereof.

15. **PAYMENT OF TAXES.** Lessor shall not be responsible for any real property taxes on, or real property-related assessments to, the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

16. **COMPLIANCE WITH THE LAW.** The Lessee shall promptly execute and comply with all applicable statues, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee for contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

17. **INDEMNIFICATION.** Lessee will be responsible for, and will indemnify, defend and hold the Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessee's liability provided by law that results from Lessee's use of the Premises and that is caused by the actions or non-actions of Lessee, or any employee, servant or agency of either. To

the extent limited by NRS Chapter 41, Lessor will be responsible for, and will indemnify, defend and hold the Lessee and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessor's liability provided by law that results from Lessor's use of the Premises and that is caused by the actions or non-actions of Lessor, or any employee, servant or agency of either.

18. **INSURANCE.** The 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 Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the Lessor as an additional insured.

19. **WAIVER OF SUBROGATION.** Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee each waives any right of subrogation that it might otherwise have against the other party.

20. **SURRENDER OF PREMISES.** Upon expiration or other authorized termination of this Lease, Lessee shall and surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

21. **HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice.

22. **SALE OF PREMISES.** Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

23. **EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor of Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property of the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking.

24. **DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within thirty (30) days after such damage or destruction, give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage of destruction.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

25. **LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless there from. If any liens or other encumbrances are filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge or record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

26. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

27. **BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within

which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be fifteen (15) days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or re-enter and retake possession, with or without terminating the Lease. In the case of re-entry and retaking of possession, Lessor shall give Lessee a thirty (30) day notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

28. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

29. **FORCE MAJEURE.** Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

30. **NO WAIVER.** Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor/Lessee unless such waiver is in writing.

31. **BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

32. **PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.

33. **NON-DISCRIMINATION.** Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

34. **ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

35. **AMENDMENT OR MODIFICATION.** No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing.

36. **CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe of describe the scope or intent of any section or paragraph.

37. **ATTORNEY'S FEES.** In the event Lessee/Lessor institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

38. **NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested,

. . .

. . .

. . .

and shall be sent to the following address 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
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attention: Operations Manager

If to the Lessee:

Las Vegas Chapter of the American Institute of Architects
Ms. Randy Lavigne, Hon. AIA
Executive Director
4505 S. Maryland Parkway, UNLV Box 454018
Las Vegas, Nevada 89154

39. **TERMINATION.** This Lease may be canceled by either party for any reason by providing ninety (90) days written notification. Lessee shall vacate the premises within 30 days of expiration of the contract.

40. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, _Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners of Lessee, as well as all persons and entities holding more than 1% interest in Lessee or any principal of Lessee. Throughout the term hereof, Lessee shall notify the Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By______________________________
OSCAR B. GOODMAN, Chairman

"Lessor"

ATTEST:

____
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

V. Porticello 10/23/06
DEPUTY CITY ATTORNEY/DATE

LAS VEGAS CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS

By: Randy Lavigne
Randy Lavigne, Executive Director

"Lessee"

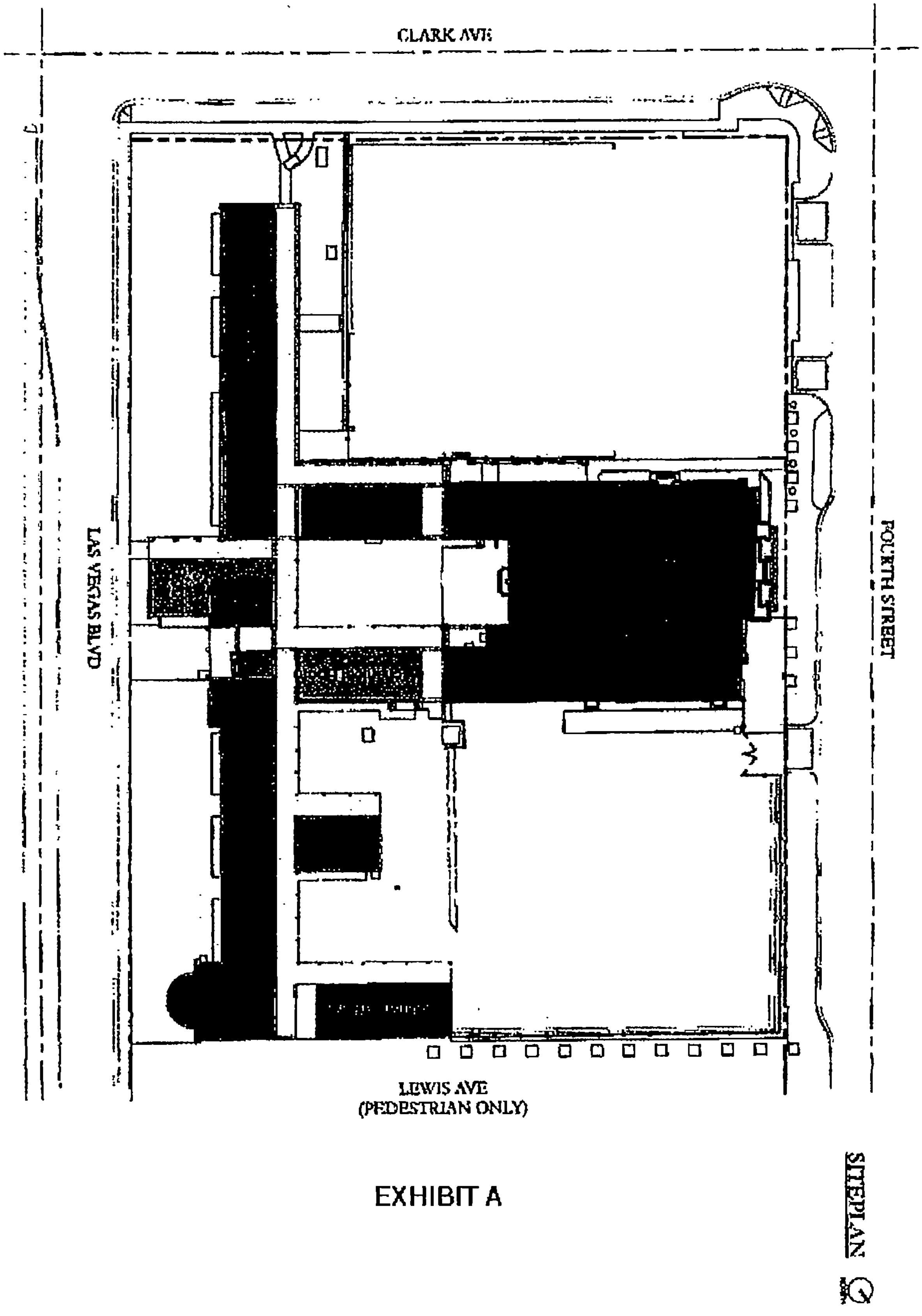
CLARK AVE
LAS VEGAS BLVD
FOURTH STREET
LEWIS AVE
(PEDESTRIAN ONLY)
SITEPLAN

EXHIBIT A

EXHIBIT B

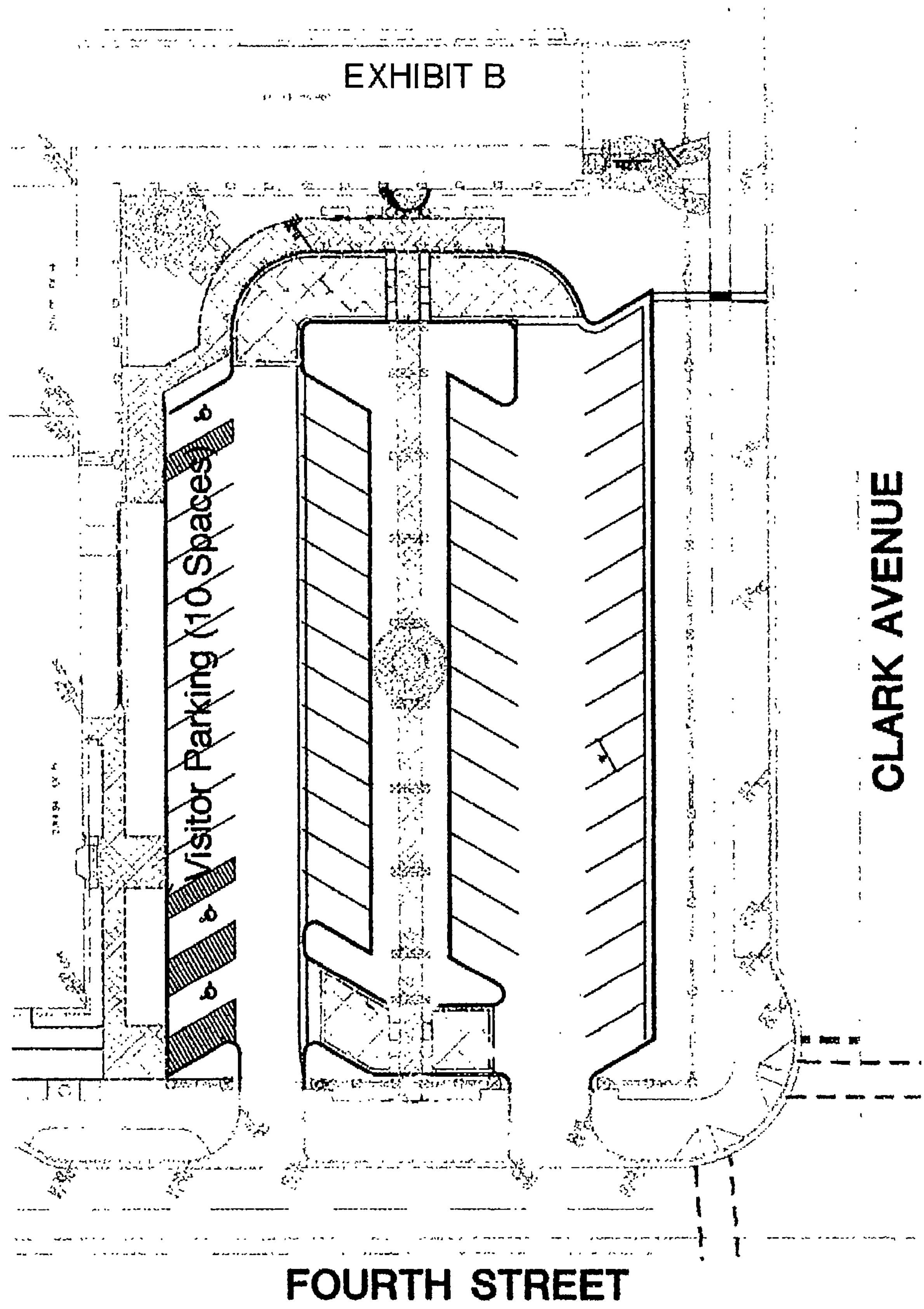

EXHIBIT "C"

Disclosure of Principals

The principals and partners of the Las Vegas Chapter of the American Institute of Architects and all persons and entities holding more than 1% interest in the Las Vegas Chapter of the American Institute of Architects or any principal of the Las Vegas Chapter of the American Institute of Architects are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. RANDY LAVIGNE	AIA LAS VEGAS	702-895-0936
2.	UNLV BOX 454018	
3.	4505 S. MARYLAND PK	
4.	LAS VEGAS, NV 89154	
5.		
6.		
7.		
8.		
9.		
10.		

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

LAS VEGAS CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS

By: Randy Lavigne
Its: EXECUTIVE DIRECTOR

Subscribed and sworn to before me this
23rd day of October, 2006.

Debra Hume
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBRA HUME
Appt. No. 01-69763-1
My Appt. Expires July 10, 2009


Subject Location
OFF.
FOLEY
FEDERAL
BUILDING
BANK
GARAGE
PLAZA
H
PARKING
340
400
428

Site Map

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 1, 2006

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS

SUBJECT:
Discussion and possible action regarding an Estoppel Certificate to MidFirst Bank concerning the Owner Participation Agreement dated October 16, 1987, with Westar Charleston Associates - Ward 3 (Reese)

Fiscal Impact

- [x] **No Impact**
- [ ] **Augmentation Required**
- [ ] **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
As a condition to close the purchase transaction for Villa Monterey Properties, LLC, successors in interest to Westar Charleston Associates, MidFirst Bank has requested that the Redevelopment Agency execute an Estoppel Certificate which certifies as to certain current matters regarding the Owner's Participation Agreement dated October 16, 1987, in which the Agency contributed $1,397,000 toward the acquisition of a site proposed for a shopping center and senior housing complex. A Certificate of Completion of Construction for the project was issued on December 13, 1995. The Agency staff has reviewed and confirmed the matters set forth in the Estoppel Certificate.

RECOMMENDATION:
Approval and authorize the Chairperson to execute the same and any related documents.

BACKUP DOCUMENTATION:
1. Estoppel Certificate
2. Disclosure of Principals

Motion made by GARY REESE to Hold in Abeyance to 11/15/2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:
SCOTT ADAMS, Director of Business Development, explained that the property is being sold to a new owner. The bank that is financing the sale would like an Estoppels Certificate from the RDA that indicates that there are no outstanding issues with respect to the previous agreement. A

Certificate of Completion for the project was issued in December of 1995. MR. ADAMS recommended approval.

MEMBER REESE verified with MR. ADAMS that this would be a senior project. MEMBER REESE noted that his understanding is that the new owners are looking to develop any age apartment complex, which he does not support.

CITY ATTORNEY BRAD JERBIC explained that the Board is asked to approve an Estoppel Certificate that without it the owner would not be able to get financing. He does not believe it is appropriate to use the Estoppel Certificate as a mechanism to stop the sale, but at the same time if there are questions, it would be appropriate to hold the item in abeyance.

MEMBER REESE expressed concern about allowing this to become a full-fledged apartment complex, as the seniors have been there for over 30 years. He asked that it be held until additional information could be provided on this issue. MR. ADAMS was agreeable to an abeyance and would look into the owner participation agreement to see if there were any restrictions to carry forward in terms of use. MEMBER REESE pointed out he is not trying to stop the sale. He wants to ensure that this remains a senior complex. MR. ADAMS replied the abeyance would not affect the sale.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Telephone (702) 229-6100
Fax (702) 385-3128

400 Stewart Avenue
Las Vegas, Nevada 89101

ESTOPPEL CERTIFICATE
(OWNER PARTICIPATION AGREEMENT)
(CHARLESTON SHOPPING CENTER PROJECT)

Villa Monterey Properties, LLC, a Nevada limited liability company, or its assignee ("Villa Monterey"), successor in interest to Westar Charleston Associates, is in the process of acquiring from John H. Deeter Trust under Trust Agreement dated August 21, 1985, ("Deeter"), certain real property (the "Property") known as the Villa Monterey Apartments Located at 1270 Burnham Avenue, Las Vegas, Clark County, Nevada and more specifically described in Exhibit A attached hereto (the "Property"). Villa Monterey is in the process of obtaining financing for the purchase of the Property from MidFirst Bank, a federally chartered savings association ("MidFirst Bank"). Such financing will be secured by a first priority lien on the Property evidenced by a deed of trust. In accordance with Section 324 of the Development Agreement (defined below) and as an inducement for MidFirst Bank, to provide the financing, the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") hereby certifies as follows to MidFirst Bank:

1. The Agency entered into that certain owner Participation Agreement between the City of Las Vegas Downtown Redevelopment Agency and West Charleston Associates dated October 16, 1987, as amended by that certain First Amendment to Owner Participation Agreement dated January 27, 1988, Second Amendment to the Owner Participation Agreement dated September 7, 1988, Third Amendment to Owner Participation Agreement dated November 16, 1988 and Certificate of Completion of Construction and Development December 13, 1995 (collectively the "Development Agreement").

2. As applicable solely to the Property, no default exists under Section 401 through 404, inclusive, of the Development Agreement, and no condition exists which with the giving of notice or passage of time could result in a default under Sections 401 through 404, inclusive, of the Development Agreement.

3. The Agency has not assigned, conveyed or otherwise transferred all or any of its remaining interest in the Development Agreement.

4. The Agency agrees to provide to MidFirst Bank, copies of all notices of default and other notices required to be given to Villa Monterey or its assignee by the Agency under the Development Agreement, such notices to

be sent to MidFirst Bank by registered or certified U.S. mail, postage prepaid, addressed as follows (or at such other address as MidFirst Bank may specify in writing from time to time to the Agency):

MidFirst Bank
401 N.W. Grand Boulevard
Oklahoma City, OK 73118-6037
Attn: Legal Department

Dated November 1, 2006.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By:__________________________
OSCAR B. GOODMAN,
Chairman

ATTEST:

____
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

[signature] 10/20/06
Date

EXHIBIT "A"

PARCEL I

A portion of Lots Five (5), Six (6), Seven (7), and Eight (8) of Block Seven (7) of CHARLESTON VILLAGE TRACT 1, as shown in Book 3 of Plats, Page 90, being more particularly described as follows:

COMMENCING as the Northeast corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 2, Township 21 South, Range 61 East, said point also being the centerline of Burnham Avenue (60 feet wide); thence North 00°43'30" West along the centerline of said Burnham Avenue a distance of 258.68 feet to a point; thence South 89°27'03" West a distance of 30 feet to the West line of said Burnham Avenue and a point on the East line of Lot 8 in Block 7 of the above mentioned Charleston Village Tract 1 said point also being the TRUE POINT OF BEGINNING; thence South 00°43'30" East along the East line of said Lot 8, a distance of 65.59 feet to the Southeast corner thereof; thence South 89°19'46" West along the South line of the aforementioned Block 7 a distance of 240.07 feet to the Southwest corner of Lot 5 in Block 7of Charleston Estates Tract 1; thence North 00°42'19" West along the West line of said Lot 5 a distance of 66.10 feet to a point; thence North 89°27'03" East a distance of 240.05 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of Burnham Avenue as vacated by the City of Las Vegas in an Order of Vacation recorded July 18, 1989 in Book 890718 as Document No. 00524, of Official Records, Clark County, Nevada.

PARCEL II

Lot Four (4) of the AMENDED PLAT OF CHARLESTON PLAZA MALL, as shown by map thereof on file in Book 41 of Plats, Page 14, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of Burnham Avenue as vacated by the City of Las Vegas in an Order of Vacation recorded July 18, 1989 in Book 890718 as Document No. 00524, of Official Records, Clark County, Nevada.

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of 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.

4. **Incorporation**

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

Block 1 Contracting Entity

Villa Monterey Properties, LLC

Name: Segundo P. Cacao

Address: 386 Martil Way, Milpitas, CA 95035

Telephone: (408) 806-0429

EIN or DUNS: 90-0170815

Block 2 Description

Subject Matter of Contract/Agreement: Estoppel Certificate

Re: Owner Participation Agreement for Charleston Shopping Center Project

RFP#

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Segundo P. Cacao	386 Martil Way, Milpitas CA 95035	(408) 806-0429
2.			
3.	Iluminada M. Cacao	386 Martil Way, Milpitas, CA 95035	(408) 806-0429
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

Segundo P. Cacao
Name

October 12, 2006
Date

Subscribed and sworn to before me this 12 day of October, 2006

Marc
Notary Public

MARC BAWDEN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 8-12-2009
Certificate No: 97-3336-1

C:\Documents and Settings\Award\Local Settings\Temporary Internet Files\OLKB3\Disclosure of Ownership.doc
[CAO – September 2001]

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 1, 2006

SUBJECT:

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:

ISAAC HENDERSON, Las Vegas resident, suggested that the new sheriff put two or three officers on foot patrol to get familiar with the citizens moving into the neighborhoods. He brought forward issues relating to the Marshals needing a raise, the FBI and home security have programs, and housing funds. He asked the Mayor look into the issues related to the Las Vegas Housing Authority.

TOM McGOWAN, Las Vegas resident, stated that concrete trucks from the Cherry Construction company unlawfully park into the CAT bus stop area at Gass Avenue and Casino Center Boulevard. The City should take steps to remedy this situation. He announced that on Saturday, November 4, at 6:00 p.m. there will be a tribute to the USO at the Celebrity Club. He asked that everyone attend to show their support.

The meeting adjourned at 11:05 a.m.

Respectfully submitted:

Angela Crolli

Angela Crolli, Deputy City Clerk
November 29, 2006

Barbara Jo Ronemus

Barbara Jo Ronemus, Secretary