

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

MINUTES

Meeting of
MARCH 7, 2007
9:00 A.M.

(Following the morning session of the City Council Meeting)

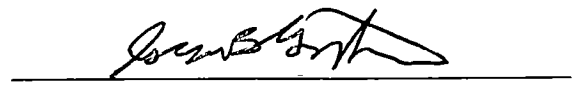
Called To Order: 10:55 A.M.
Adjourned: 11:58 A.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B. GOODMAN (Excused after 11:39 A.M.)	☒	☐	☐
MEMBER GARY REESE - VICE-CHAIRMAN	☒	☐	☐
MEMBER LARRY BROWN	☒	☐	☐
MEMBER STEVE WOLFSON	☒	☐	☐
MEMBER LOIS TARKANIAN	☒	☐	☐
MEMBER STEVEN D. ROSS	☒	☐	☐
WARD 5 VACANT	☐	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR	☒	☐	☐
BRADFORD JERBIC, CITY ATTORNEY	☐	☐	☒
BEVERLY K. BRIDGES, ACTING SECRETARY	☒	☐	☐

APPROVED BY REFERENCE. APRIL 4, 2007

ATTEST:


ACTING SECRETARY


CHAIRMAN

**REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS**

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

March 07, 2007

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 February 7, 2007
- 4 Discussion and possible action regarding Easements and Rights-of-Way to the Las Vegas Valley Water District for a waterline to supply fire sprinkler water as required for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)
- 5 Discussion and possible action regarding extending the Neonopolis Parking Validation Program for 90 days to Wirrulla Hayward, LLC, located at 450 Fremont Street - Ward 5 (Weekly)
- 6 Discussion and possible action regarding a Designated Services Agreement with Total Quality Resources Corporation to conduct construction project partnering and conflict resolution services for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South (\$3,600 and the related contingency amount – Redevelopment Agency Special Revenue Fund) - Ward 3 (Reese)
- 7 Report and possible action regarding Redevelopment Agency projects currently under contract or in negotiation - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)
- 8 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

Bulletin Board, City Hall Plaza (next door to Metro Records)

Las Vegas Library, 833 Las Vegas Boulevard North

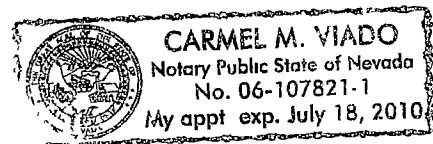
Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

STATE OF NEVADA)) ss
COUNTY OF CLARK)

Clerk.

 **CARMEL M. VIADO**
Notary Public State of Nevada
No. 06-107821-1
My appt. exp. July 18, 2010



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

SUBJECT:

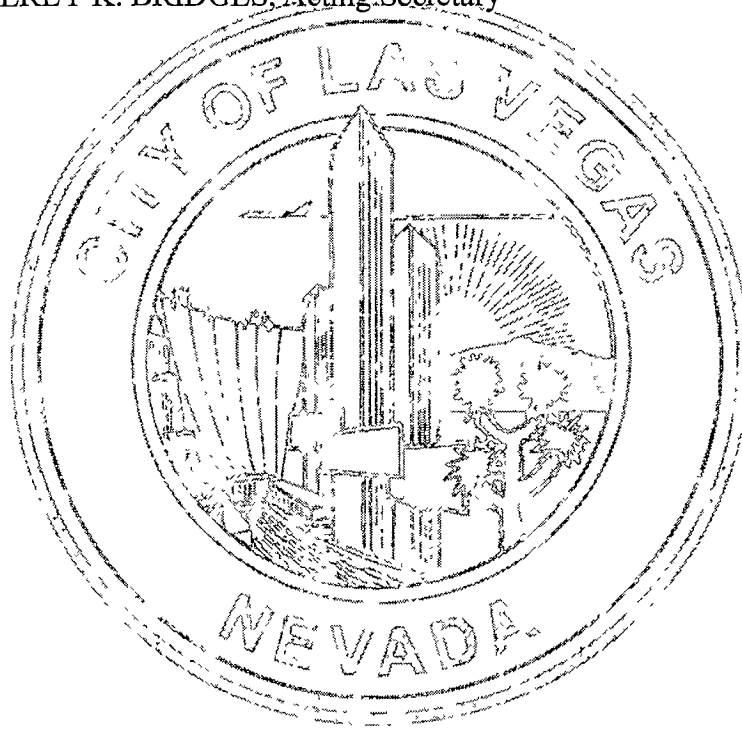
CALL TO ORDER

Minutes:

CHAIRMAN GOODMAN called the meeting to order at 10:55 a.m.

PRESENT: CHAIRMAN GOODMAN (excused at 11:39 a.m.) and MEMBERS REESE, BROWN, WOLFSON, TARKANIAN and ROSS

ALSO PRESENT: DOUG SELBY, Executive Director, BRAD JERBIC, City Attorney, and BEVERLY K. BRIDGES, Acting-Secretary



AGENDA SUMMARY PAGE
REDEVLEOPMENT AGENCY MEETING OF: MARCH 7, 2007

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



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of February 7, 2007

Motion made by GARY REESE to Approve by Reference

Passed For 6; Against: 0; Abstain 0, Did Not Vote 0; Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS, (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding Easements and Rights-of-Way to the Las Vegas Valley Water District for a waterline to supply fire sprinkler water as required for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:OBD/Redevelopment Agency

PURPOSE/BACKGROUND:

The rehabilitation of the Historic Fifth Street School requires that fire sprinklers be installed throughout the complex. This easement is to provide for the water supply line for the fire sprinkler system.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Easements and Rights-of-Way
2. Site Map

Motion made by GARY REESE to Approve

Passed For: 6, Against: 0, Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, 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 the Office of Business Development, explained that this matter involves follow-up action to a previously approved interlocal agreement with the Las Vegas Valley Water District. He went over the Purpose/Background section and recommended approval of the easement.

TOM McGOWAN, Las Vegas resident, recommended approval

A.P.N. 139-34-303-001
Located east of 4th Str, north of Clark Ave

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

A.P.N. 139-34-303-001
Located east of 4th Str, north of Clark Ave

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this ____ day of _____, 20 ____.

Oscar B. Goodman
Chairman

Beverly K. Bridges
Acting Secretary

APPROVED AS TO FORM

Thomas R. Green 2/16/07
Thomas R. Green Date
Deputy City Attorney

STATE of _____)
) ss.
COUNTY of _____)

On _____, 20____, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

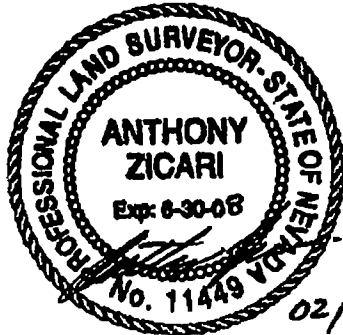
Notary Stamp/Seal Above

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153
RETURN TO -- WILL CALL



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6716
JANUARY 18, 2007
BY: JAH
P.R. BY: TZ
PAGE 2 OF 5

EXHIBIT "A"

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF CLARK AVENUE AND FOURTH STREET GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY, FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

**LEGAL DESCRIPTION
LAS VEGAS VALLEY WATER DISTRICT EASEMENT
APN 139-34-303-001**

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF FOURTH STREET AND CLARK AVENUE; THENCE NORTH 27°54'34" EAST, COINCIDENT WITH THE CENTERLINE OF FOURTH STREET, 305.97 FEET; THENCE SOUTH 62°05'26" EAST, DEPARTING SAID CENTERLINE, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF FOURTH STREET, SAME BEING THE POINT OF BEGINNING;

THENCE SOUTH 62°05'26" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY, 15.00 FEET; THENCE SOUTH 27°54'34" WEST, 15.00 FEET; THENCE NORTH 62°05'26" WEST, 15.00 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY; THENCE NORTH 27°54'34" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY, 15.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING: 225 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

EXHIBIT "A"

W.O. 6716

JANUARY 18, 2007

PAGE 3 OF 5

APN 139-34-303-001

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY.

BASIS OF BEARINGS

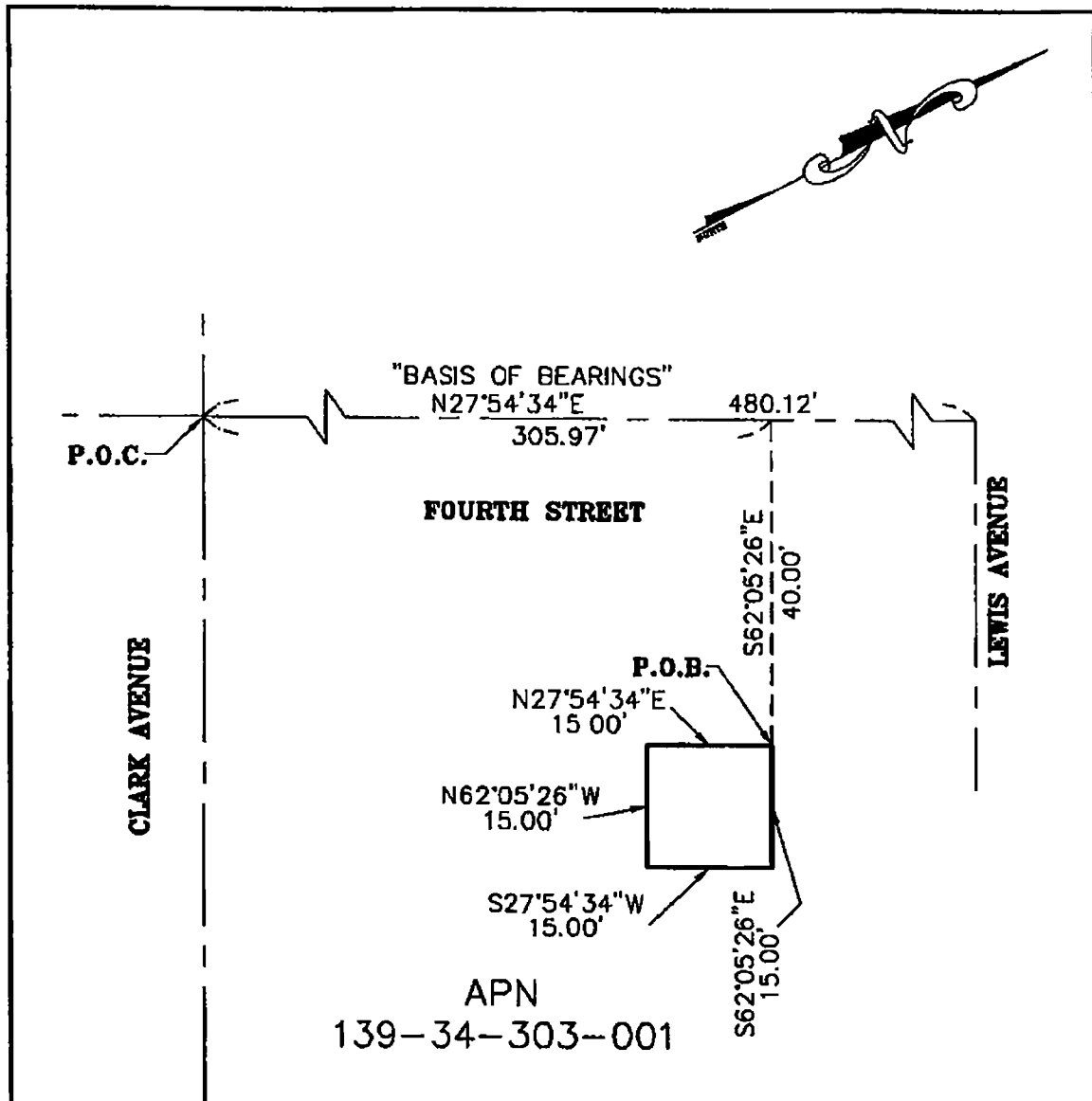
NORTH 27°54'34" EAST - THE CENTERLINE OF FOURTH STREET BETWEEN CHARLESTON BOULEVARD AND STEWART AVENUE AS SHOWN BY THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 67 OF SURVEYS, AT PAGE 79.

END OF DESCRIPTION.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES.

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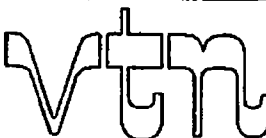
REF. EXHIBIT: G:\6716\6716-LEGALS.DWG (LVVWD-LGL-01)

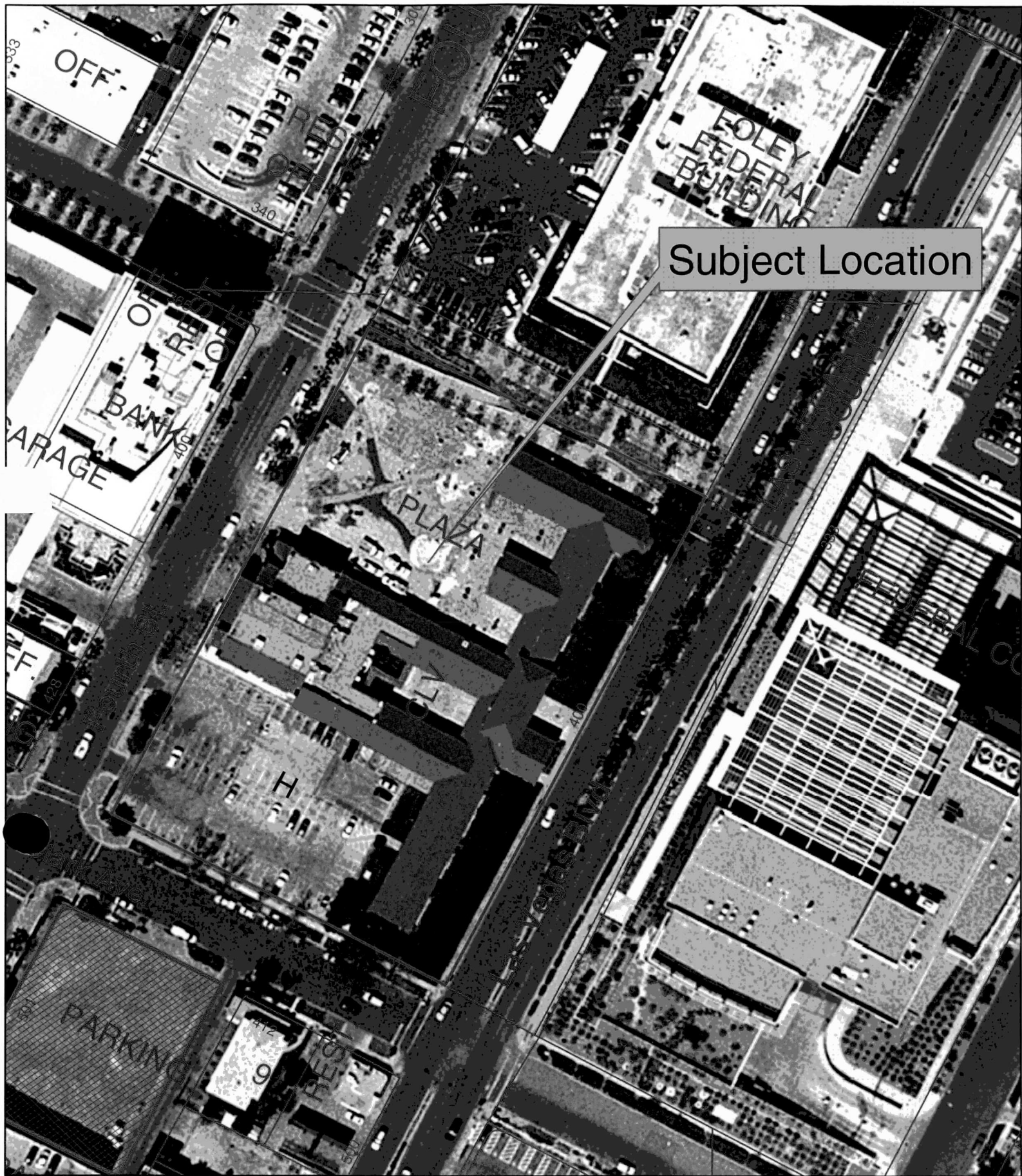


GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

PAGE 5 OF 5

G:\6716\6716-LEGALSD\MO(LV\MO-LGL-01)

 nevada 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. NONE
			VERT. NA
		W.O. NO.	0716
		DRAWN BY:	JAH
		DATE:	01/18/07
	LAS VEGAS VALLEY WATER DISTRICT EASEMENT	SHEET	4 OF 8



Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding extending the Neonopolis Parking Validation Program for 90 days to Wirrulla Hayward, LLC, located at 450 Fremont Street - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City owns the structured parking garage beneath Neonopolis. A Parking Validation Program has been negotiated with the new owner, Wirrulla Hayward, LLC, itemizing the specific conditions under which the program would be extended for 90 days, effective retroactively from September 10, 2006, and commencing 90 days hence, through December 8, 2006, with a second 90-day extension already granted by the Redevelopment Agency Board on December 6, 2006, extending through March 8, 2007. The owner's representative for Wirrulla Hayward, LLC, will make a presentation on their progress and short-term and long-term development plans for the property.

RECOMMENDATION:

None.

BACKUP DOCUMENTATION:

1. Submitted at meeting – written comments by Tom McGowan
2. Verbatim Transcript

Motion made by GARY REESE to Approve a 30-day extension

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0, Excused: 0

LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

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

APPEARANCES:

OSCAR GOODMAN, Chairman

REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

SCOTT ADAMS, Director, Office of Business Development

ROHIT JOSHI, Owner

MICHAEL MACKINS, Attorney

ARIE LEVENE

GARY REESE, Member

TOM MCGOWAN, Las Vegas resident

STEVE WOLFSON, Member

LOIS TARKANIAN, Member

ANTHONY HODGES, Las Vegas resident

JOHN CAMIE



TM/LAS CNCL 119th WED. 2 MARCH, '07 (cont'd)
PUBLIC COMMENT

Item # 76. Tom McGowan; LAS VEGAS RESIDENT.

IN THE INTEREST OF OPEN PUBLIC DISCLOSURE, DEFINE THE WORD &
'ACCESSORY', AS UTILIZED IN THE SUBJECT ITEM.

THANK YOU.

TM/REDEVELOPMENT AGENCY MTG:-
(PUBLIC COMMENT)

Item # 5. Tom McGowan; LAS VEGAS RESIDENT.

IN A MAP OF THE 'VEGAS GRAND PRIX' EVENT, THE NEONOPOLIS
PROPERTY IS IDENTIFIED AS THE 'LATIN VILLAGE.' WHAT'S THE
GENESIS AND THE DETAILED PARTICULARS OF THAT 'LATIN VILLAGE'
DESIGNATION? THANK YOU.

Item # 6. Tom McGowan; LAS VEGAS RESIDENT.

WHO ARE THE CORPORATE OFFICERS (?) AND WHAT'S THE
CORPORATE HEAD QUARTERS ADDRESS OF 'TOTAL QUALITY RESOURCES
CORP'?

THANK YOU.

(TEXT SUBMITTED AND REQUESTED INCLUSION IN THE MINUTES)

Submitted at Redevelopment Agency

Date 3/7/07 Item CC# 76 &
RA 5+6

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

**Discussion and possible action regarding extending the Neonopolis Parking Validation
Program for 90 days to Wirrulla Hayward, LLC, located at 450 Fremont Street – Ward 5
(Weekly)**

Appearance List:

OSCAR GOODMAN, Chairman

SCOTT ADAMS, Office of Business Development

ROHIT JOSHI, Owner

MICHAEL MATKINS, Attorney

ARI LEVIN

GARY REESE, Member

TOM MCGOWAN, Las Vegas resident

STEVE WOLFSON, Member

LOIS TARKANIAN, Member

ANTHONY HODGES, Las Vegas resident

JOHN CAMIE

TED RUSSELL, Las Vegas resident

29 minutes

Typed by: Ydoleena Yturalde

Proofed by: Carmel Viado

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

23 **CHAIRMAN GOODMAN**

24 Item number 5 is discussion and possible action regarding extending the Neonopolis Parking
25 Validation Program for 90 days to Wirrulla Hayward, LLC, located at 450 Fremont Street in
26 Ward 5. Mr. Adams.

27

28 **SCOTT ADAMS**

29 Okay. Just a little background on this item. Back in September, you approved an initial 90-day
30 extension of the validation program. This provided to users of Neonopolis through December of
31 -- last year. Then again, in December, you extended that validation program for an additional 90
32 days. That 90 days expires tomorrow, March 8. So, for that reason, we have asked that the
33 owner of Neonopolis or the representative appear before you to present their progress and the
34 redevelopment of the Neonopolis project. And to that end, representatives of Neonopolis
35 ownership are here today to present to you where they're at on their project and then I'll let you
36 make a determination whether you should extend the validation program for any additional
37 period.

38

39 **CHAIRMAN GOODMAN**

40 Okay. Are the three gentlemen together?

41

42 **ROHIT JOSHI**

43 Yes.

44

45 **CHAIRMAN GOODMAN**

46 All right. Could you please identify yourselves for the record?

47

48 **ROHIT JOSHI**

49 I'm Rohit Joshi of Las Vegas, Nevada.

50

51 **MICHAEL MATKINS**

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

52 Michael Matkins, Los Angeles, California.

54 **ARI LEVIN**

55 Ari Levene, Jolan Productions.

57 **CHAIRMAN GOODMAN**

58 All right. Mr. Joshi.

60 **ROHIT JOSHI**

61 Mayor and Councilmembers, thanks for seeing us today regarding the parking validation
62 extension. What I want to explain to you, first of all, is that the direction that we have taken in
63 the last 90 days since I was here last time and that is that we've worked on various major anchors
64 that can be put into Neonopolis, in which I'm proud to announce today that we have made a
65 decision to discuss, with your approval of course, is a development of three major anchors
66 instead of one large one. One of them, it would be a theatre, a live-performance theatre. Number
67 two is a convenient supermarket that would be facing on the Ogden Avenue near Las Vegas, and
68 a drug store on the Ogden at Fourth. The theatre would be facing on Fourth at Fremont and then
69 we have 30,000 square feet live performance theatre which is managed, operated and productions
70 are handled by Mr. Ari Levin, that you see here and he'll be talking to you as well, if you have
71 any questions of him. But he has a very good track record on the Strip. He has worked at
72 Tropicana for some years. He has contributed to two or three major shows that will be a part of
73 the major anchor. These were very difficult to bring you the typical department store or retail
74 major anchor on Neonopolis, so we thought in order to continue the momentum that you have
75 created at the City on the east of the Las Vegas Boulevard and Fremont, the entertainment, dining
76 and lounges and bars and the clubs are the place that we would concentrate on. The major
77 anchors needed such as the live performance theatre, in which, what I've done is I've gotten the
78 Fremont Street Experience and some of the hotel owners in the Downtown area and what I've
79 been able to gather is that those that don't have a theatre would like to promote theatre at
80 Neonopolis. They think that five to seven hundred seats theatre could be easily supported by a

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

81 hotel owners (sic). Some of the hotel owners already promised me that they would buy three to
82 five hundred seats per week. That means a lot to us because there are several hotels that don't
83 have theatres and we could put that in to the equation that financially, could be worked out very
84 well. In that, as an owner developer, the theatre could be built very inexpensively because the
85 land is there already, the building is there so we just, is wide space available. So by just making
86 cosmetic changes a theatre of 30,000 square feet could be built. So with that in mind and I'm
87 having discussion also with a supermarket for a convenience store. There's a lot of the
88 condominium apartments now, housing is being built in the area so it may take maybe a year or
89 so because right now the demo -- demographics of downtown are such. They had agreed to go
90 forward as long I could give them the frontage on Fremont but to bring them to the back part of
91 Neonopolis which is facing Ogden and Fourth, as well as Ogden and Las Vegas Boulevard, they
92 need more time to make a final decision on that, which I will be working with the City staff as
93 well with the -- OBD and RDA. So that's first thing up. Once we get the major anchor, which is
94 gonna be taking us three months to get all our plans finalized and approved by the City as well as
95 by the tenant, in this case the tenant is Ari Levin's Production/Jolan Production Studios and
96 thereafter, we'll get the bars, the lounges, the restaurants, which are also committed on the
97 property, subject to creating more traffic. This theatre will create approximately seven to eight
98 hundred people to come into the project on a daily basis. It's a six-day-a-week theatre throughout
99 the year. It's not like certain theatres will only have 60 or 70 shows a year. So continuous traffic
100 generation in Downtown. We also have, of course, the theater upstairs, the movie theaters are
101 doing okay and so is Jillian's kept open up to now. So we requestfully (sic), request that you
102 extend us this time to finalize our deeds with the tenants. In the meantime, if you have any
103 questions I have the attorney, Mr. Mike Matkins here from Los Angeles regarding any questions
104 on the project, as well as Ari Levin who'll be the producer, operator and manager of the theatre.

105
106 **CHAIRMAN GOODMAN**

107 All right. Mr. Matkins, would you like to address us.

108
109 **MICHAEL MATKINS**

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

110 Not unless you have some questions.

111

112 **CHAIRMAN GOODMAN**

113 Okay. Mr. Levin, would you like to address us.

114

115 **ARI LEVENE**

116 Not unless you have any questions.

117

8 **CHAIRMAN GOODMAN**

119 Well, I got a -- million questions.

120

121 **MEMBER REESE**

122 I got some concerns.

123

124 **CHAIRMAN GOODMAN**

125 Because, with all due respect, Mr. Josh, it's a bunch of gobbledygook. And I'm being nice about

126 it. To start off the presentation that we made a decision to discuss three major projects, who

127 cares? I mean, we have an albatross strangling us. Pardon my mixed metaphors but we're being

128 strangled by Neonopolis. It's the best corner in the Valley. The intersection of Las Vegas and

129 Fremont Street. It's virtually empty. We -- have issues as far as the future plans for it. I'm not

130 satisfied with your explanation. I'm really not. At the same time; however, I don't want to

131 punish innocent parties. And the only bit of life other than the drips and drabs of some of the

132 other places that are open is the movie theater. And to deny them validation would dry that up,

133 personally, overnight because people aren't going pay parking to go to that movie theater when

134 they have reasons to go into the suburbs and park on surface parking. And I don't want to see the

135 movie theater closed but I will tell you this, it's gonna be my recommendation and we'll hear

136 from everybody, it's gonna be my recommendation that we give you 30 days extension on the

137 validation so we're not punishing the innocent parties. Number two, I want you to meet with the

138 City Attorney who indicates to me after the review of the documentation and the relationship

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

139 between Neonopolis and the City that there are some serious financial issues that have to be
140 resolved. And I want those discussions to take place within the 30 days and have Mr. Jerbic
141 report back to me and in briefings to the other Councilmembers as to the response concerning
142 these financial issues and then we'll decide what we're gonna do 30 days from now. There's
143 nothing I would rather do than to hear a presentation saying that there was going to be success,
144 but I don't hear that. Mr. Matkins, you wanna respond.

145
146 **MICHAEL MATKINS**
7 I wish it were a success. I mean Neonopolis, well, you -- know the prior history of Prudential
148 Life Insurance Company and they couldn't make it work. I think Mr. Joshi has tried a number of,
149 a number of ideas to try to make Neonopolis work and I'm not sure this one works. But -- the
150 ownership has decided to commit, to spend of a lot of its money to create its own anchor for the,
151 that'll draw other tenants and to spend its own money because it can't get an anchor there. And I,
152 you know, you -- say it's an albatross for the City, it's an albatross for the ownership too.

153
154 **CHAIRMAN GOODMAN**
155 No, and I don't question that. I mean so you spent a lot of money buying what could be a, what
156 do they call it, white elephant.

157
158 **MICHAEL MATKINS**
159 Yeah.

160
161 **CHAIRMAN GOODMAN**
162 And --

163
164 **MICHAEL MATKINS**
165 I guess the answer --

166
167 **CHAIRMAN GOODMAN**

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

168 -- something has to be done. I don't know whether if Mr. Joshi will have the wherewithal to do
169 it, but we have to, the City is going to have to take some action if we can to get this resolved.
170 Right now I've been advised by the City Attorney's office that basically there's very little we
171 could do because the City controls the garage and basically the floor of Neonopolis because we
172 own the ceiling to the garage and that's about it. But we're going to look very carefully into the
173 financial situations here and see whether or not there's been a default because we have to get this
174 thing moving one way or the another. And I'm not --

175

176 **MICHAEL MATKINS**

177 We're your -- I mean, I think the ownership's your partner on that. We're --

178

179 **CHAIRMAN GOODMAN**

180 I'm not waving my finger. This is just a fact of life. We have to have that resolved if we're
181 gonna have the Downtown that this Council wants to have.

182

183 **MICHAEL MATKINS**

184 I'll say it again, I think the ownership 'cause your partner. To resolve it will help both the City
185 and the ownership. Right now we can't figure out what that solution is.

186

187 **CHAIRMAN GOODMAN**

188 I appreciate that. But, as I say, Mr. Joshi, I want you to contact Mr. Jerbic --

189

190 **ROHIT JOSHI**

191 I shall.

192

193 **CHAIRMAN GOODMAN**

194 -- at your earliest convenience.

195

196 **ROHIT JOSHI**

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

197 I will.

198

199 **CHAIRMAN GOODMAN**

200 -- so he can sit down with you --

201

202 **ROHIT JOSHI**

203 Thank you.

204

205 **CHAIRMAN GOODMAN**

206 -- and go over some of our concerns.

207

208 **ROHIT JOSHI**

209 Thank you. Thank you very much.

210

211 **CHAIRMAN GOODMAN**

212 Yes, sir.

213

214 **TOM MCGOWAN**

215 Very brief, Mr. Mayor. Tom McGowan, Las Vegas resident, in the map of the Vegas Grand Prix
216 event, the Neonopolis property is identified as, quote, the Latin corridor-- the Latin Village,
217 pardon me. What is the genesis and the detail particulars of that Latin Village designation,
218 anybody. What does it mean? May the, if the Council is not advised on that --

219

220 **CHAIRMAN GOODMAN**

221 No.

222

223 **MEMBER REESE**

224 I've never --

225

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

226 **TOM McGOWAN**

227 -- perhaps the property owner is. But that's what it's described as by Vegas Grand Prix.

228

229 **CHAIRMAN GOODMAN**

230 I see. That's the first I've heard of it.

231

232 **TOM McGOWAN**

233 Okay. Well, maybe we'll have to find out what it, maybe something good. Who knows?

4

235 **MEMBER WOLFSON**

236 Mayor Goodman --

237

238 **CHAIRMAN GOODMAN**

239 Yes.

240

241 **MEMBER WOLFSON**

242 -- may I ask just a question, please. Mr. Adams, we've got Streamline coming on soon. When do

243 you expect that to, that project to be done and how many units and can we guesstimate what

244 percentage of those units will be actually lived in and utilized versus just held for rentals. And

245 then I'm gonna ask you the same question for Juhl 'cause I'm going -- in a direction.

246

247 **SCOTT ADAMS**

248 I don't have the exact numbers but I can give you some real good guesstimates. I would expect

249 there's a, probably another year left on their construction based on where they're at today. They

250 are, and I, actually it's in my RDA PowerPoint update as to where their sales are right now. They

251 are well into their sales and if they are following the pattern of all the downtown condominium

252 projects, we're seeing roughly 50 percent of the units being bought by people actually live in the

253 units, who wanna live Downtown and the other 50 percent purchase by investors who are picking

254 them up as second, third residence or investment units.

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

255

256 **MEMBER WOLFSON**

257 How many total units at Streamline?

258

259 **SCOTT ADAMS**

260 About two hundred and fifty and that's where I'm trying to find the latest on their sales. Yeah,
261 they've got two hundred and seventy-five units and they've got a hundred and sixty-five sold right
262 now.

263

264 **MEMBER WOLFSON**

265 So that's 275 at Streamline, what about Juhl?

266

267 **CHAIRMAN GOODMAN**

268 230.

269

270 **SCOTT ADAMS**

271 Juhl is roughly three hundred and forty units, they're probably at a similar progression in terms of
272 sales.

273

274 **MEMBER WOLFSON**

275 So, my point --

276

277 **SCOTT ADAMS**

278 -- and all same complexion.

279

280 **MEMBER WOLFSON**

281 Thank you. Thank you. My point is that in the next year or so we're going to have 500 plus
282 rooftops right Downtown. Right in the area that Mr. Joshi, people are gonna want to be able to
283 go places to enjoy the Downtown area. So, I'm echoing what the Mayor is talking about. We'd

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

284 like you to succeed but we're growing a little impatient because we're gonna have, as time grows
285 on, and it's -- around the corner, a greater need --

286

287 **ROHIT JOSHI**

288 Oh, I'm sorry.

289

290 **MEMBER WOLFSON**

291 -- to provide the amenities that people are gonna come to expect in Downtown Las Vegas.

292

293 **ROHIT JOSHI**

294 I agree with you and as a matter of fact, Councilman, please note that we are losing 3.2 million
295 dollars a year. It's been nine months we've been losing money also. Because we are waiting for
296 the growth to occur and I think that's the point that, I think, we are to make is that unless you
297 have a major anchors, just putting a small boutique shop is not gonna be the answer. Prudential
298 tried it, it didn't work. We tried major anchors all throughout the country to bring them in and
299 they are not coming to Downtown at this time unless there is a major revival that occurs and the,
300 has proven the point that the demographics changed, I think they'll definitely come. In the
301 meantime we have to wait and kind of work with it. We didn't expect to wait for nine months.

302 It's nine months this week that we purchased the property. I worked on it for two and a half
303 years. I think I do know what Neonopolis requires and what has to be done. The problem has
304 been that it's just a matter of timing. We had lot of encouraging people came to us with various
305 proposals to come in to Neonopolis and the reason was they all want cheap rents and they want
306 the frontage. And we are saying that that's not available. We could do lease up three stores at a
307 very good rent and then everything will be always vacant for a long time. The movie theater
308 is on a breakeven point and Jillian's is not making money. So when you combine the two, if we
309 decide to do it any other way, we are also very open-minded. The reason we kept all these things
310 open is because two of the Councilpeople felt we got to keep those things open and we are
311 making losses. And we are doing that for our purpose of our relationship with the City, that's the
312 reason that Mike is telling you that we are partners in this deal. We don't want any harm to occur

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

313 to the City and we know that you are expanding eastward and that requires this particular activity
314 center to be leased up quickly but I hope it was as easy as everybody thinks it is. If, like Michael
315 says, if Prudential, with all their financial resources couldn't do it and they had every developer in
316 the country could have come here and as you know, they did approach Prudential and the City to
317 do this deal and they weren't able to buy it and they weren't able to correct it. So I think it's
318 gonna be a patient road, it's got to be worked together as a team and I think that's the way we're
319 gonna have to work together on this deal.

320

321 **MEMBER WOLFSON**

322 Mayor Goodman.

323

324 **ROHIT JOSHI**

325 I thank you very much for your time.

326

327 **MEMBER WOLFSON**

328 And I'm sorry, I'd be remiss if I didn't mention Sam Cherry's properties, the one --

329

330 **CHAIRMAN GOODMAN**

331 Newport and SoHo.

332

333 **MEMBER WOLFSON**

334 Newport and SoHo, those, a lot of rooftops coming Downtown.

335

336 **CHAIRMAN GOODMAN**

337 And the tin homes are, up and about. So, there's not --

338

339 **MICHAEL MATKINS**

340 Basic real estate development, it's nice the City can say roof tops are coming, it's nice the owner
341 can say I wanna have a successful project, it's nice some lender says I want a loan on the project.

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

342 All of real estate is driven by tenants and until a tenant says, I believe that, I want to be there, it
343 won't get done. No matter what everybody else says. So, it's -- tenant driven. I -- do think, and
344 like I said, I don't know if this is a right answer, but -- the ownership has decided to go spend a
345 lot of its own money to put this theater in there to try to generate people, to try to generate
346 tenants, but we need tenants. That's what we need.

347

348 **CHAIRMAN GOODMAN**

349 Well, it sounds --

0

351 **MEMBER TARKANIAN**

352 Mr. Mayor.

353

354 **CHAIRMAN GOODMAN**

355 Excuse me. Yes, Councilwoman.

356

357 **MEMBER TARKANIAN**

358 When you're done. Go ahead, I'll --

9

360 **CHAIRMAN GOODMAN**

361 No. Go ahead.

362

363 **MEMBER TARKANIAN**

364 I was just going to say that I haven't been impressed with the presentation either today. My
365 concern is that you're business people. You're supposedly knowing what you're doing. You
366 came into this and when I go to the Neonopolis, I see far less vibrancy there than I saw before
367 you came. And I too agree with the Mayor that the one bright spot out there has been the movie
368 theater. We still take our families there from people who live near this area and I -- don't wanna
369 punish them because I have concerns about what you're doing but the information of getting as to
370 your business practices and what's happened in the past, places a big concern on me when I hear

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

371 you come here today and say the major tenant is gonna be live theater when we have some live
372 theater in some of the casinos and they're not packed. And so how many people you're expecting,
373 I don't see that and I have a great concern as you mentioned, sir. I just feel that something more
374 has to be done. And I went there a few times when you had, you know, the musicians down in
375 the courtyard, the ice cream shop and all of that and instead of building on that, it seems to me
376 everything was kicked out and I would have built on what was positive and what was attracting
377 some people to bring more people rather than get rid of them. I'm not the business person;
378 however, you are. I just wanted to state, and I've stated in briefings in this Council, I have very
9 big concerns. I'm glad Jillian's is giving, being given additional time to work out and I have very
380 big concerns for the theater and I'm not impressed at all. When you come here, as the Mayor
381 said, he used the term gobbledygook but I mean when I tried to focus on what you were saying
382 was going to show progress, it's very hard. It's just like a Pillsbury Dough Boy You could push
383 and you couldn't find the right answer And, so I just want to say today that I'm very, very
384 concerned and I'm, I know that I'm asking staff to watch this carefully as is every other member, I
385 think of the Council.

386
387 **CHAIRMAN GOODMAN**

388 All right.

389
390 **ANTHONY HODGES**

391 My name is Hodges, resident. Mayor, I was down there when you christened Neonopolis in the
392 you know, putting your signature on the beam and all that. That thing came out of the ground a
393 lemon. And the City do have an obligation too. Now the business man, you're gonna ring his
394 neck. Listen, if you close, listen, if you close the theater down, my wife might divorce me. You
395 see, the theater when these new user thing come in and Downtown build itself up, people like to
396 go to the local movie. Especially when they don't have to drive their car. A lot of people are
397 gonna start living Downtown, so save the movie and the basement that keeps the cars and then
398 the rest of that stuff, well, work out something. These are business people and the City got an
399 obligation to it. That's a lemon from the get-go Now, let me tell you something too, Oscar,

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

400 when Jan Jones was the mayor, I was one of the people down here saying hey, build the Fremont
401 Street Experience, \$55 million dollars. On that. Stupak wanted to go eighteen hundred feet with
402 -- the Stratosphere and then the FAA stepped in and said, hey, twelve hundred is the best you can
403 do. What I'm trying to say, Mayor, I'm down here for a lot. I know the name of the game, okay.
404 Now, keep the theater, give these people some sort of chance. It ain't all they fault and it ain't all
405 yours but it's yours to a great deal, but you inherited the situation so when you became Mayor,
406 hello, in '99. Let's get our act together here, okay. The point is Neonopolis is a joke. Now let's
407 work on the truth Ms. -- council lady, I'm sorry, the truth really does hurt. That thing's a lemon,
408 but my wife like going down there. You know it's kind of convenient, get out the car, go up the
409 el, you know, walk a few feet to the theater. You know, she's having a lil, you know, lil trouble
410 whatever, she's disabled to a great degree. The point is the theater got a chance with the future.
411 That theater do have a chance and I, you all got to come up with some kind of businesses. I hate
412 to say it guys, but the mayor done owes me money down right back of it for a few more months
413 or so, whatever. But let something get moving in this town. But you can save it, Oscar. But it's
414 got to be a team effort on all ya'll part. Excuse me, but you still in business.

415
416 **CHAIRMAN GOODMAN**

417 I think what this shows, Dr. Selby, is how vitally important to us getting the arena in the
418 Downtown is because that could be the -- project that is the glue that will bind all these other
419 projects. We really have to be concentrating on that. Yes, sir

420
421 **JOHN CAMIE**

422 Good morning, Mr. Mayor, Council. My name's John Camie, I'm a criminologist hired by Mr.
423 Delton and various other creditors of Mr. Joshi. We have given to a source in town information
424 showing that Mr. Joshi has represented to be the front person for various groups and, indeed, was
425 not. We have shown now to the City Attorney that the City entered into an agreement with Joshi
426 & Associates. There was no Joshi & Associates. It's a multi-million dollar deal. No Joshi &
427 Associates. The City Attorney was quoted recently in an article saying that there was no finding
428 against Joshi. Indeed a judge, when Joshi was trying to do a development with another city, did

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

429 find fraudulent inducements so he indeed was convicted of that. You mentioned Jillian's --

430

431 **CHAIRMAN GOODMAN**

432 When you say he was convicted, was he charged criminally?

433

434 **JOHN CAMIE**

435 He was not charged criminally. It was a civil.

436

7 **CHAIRMAN GOODMAN**

438 Well, he's not --

439

440 **JOHN CAMIE**

441 Civil crime --

442

443 **CHAIRMAN GOODMAN**

444 He's not convicted then?

445

6 **JOHN CAMIE**

447 That's, you're right.

448

449 **CHAIRMAN GOODMAN**

450 Right?

451

452 **JOHN CAMIE**

453 You're right.

454

455 **CHAIRMAN GOODMAN**

456 I mean that, you gotta --

457

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

458 **JOHN CAMIE**

459 It was a civil fine and fraud --

460

461 **CHAIRMAN GOODMAN**

462 You gotta be a little careful --

463

464 **JOHN CAMIE**

465 You're right.

466

467 **CHAIRMAN GOODMAN**

468 -- when you use words like "conviction" and that's a, that borders on a little recklessness --

469

470 **JOHN CAMIE**

471 Right.

472

473 **CHAIRMAN GOODMAN**

474 -- but go ahead.

475

476 **JOHN CAMIE**

477 You mentioned Jillian's, madam, Jillian's is now owned by Mr. Joshi's girlfriend. And if I'm
478 trying to indicate that there's an auspicious nature to this, because I am. I'm just gonna be front
479 and center about it. In examinations for my creditors, Mr. Joshi said, no involvement, no deals,
480 working for free, all of that. We're finding, well, why is Jillian's (inaudible). I looked and of
481 course now I find out that it's his girlfriend that owns it. So, what we are trying to do is exact his
482 participation because we know what he has done to other cities. Happy to pass names to the City
483 Attorney, including mayors of other cities, and we are trying to exact his position so that we can
484 act accordingly. So there is concern and I think it's a righteous concern.

485

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

486 **CHAIRMAN GOODMAN**

487 Okay.

488

489 **JOHN CAMIE**

490 That's it.

491

492 **CHAIRMAN GOODMAN**

493 We are concerned.

494

495 **JOHN CAMIE**

496 Thank you.

497

498 **CHAIRMAN GOODMAN**

499 There's no question about that and whatever information you have that you believe is pertinent to
500 the issues, please share it with Mr. Jerbic because Mr. Joshi and Mr. Jerbic are gonna sit down
501 and they're gonna have a serious discussion.

502

503 **JOHN CAMIE**

504 Thank you, Mr. Mayor. And I will do that.

505

506 **CHAIRMAN GOODMAN**

507 Yes, sir.

508

509 **TED RUSSELL**

510 Good morning, Mayor, Council. My name is Ted Russell. I am a resident of Las Vegas. I echo
511 entirely the comments of our Councilwoman Tarkanian with regard to the theater. Specifically
512 Shag with a Twist has been promoting very heavily, working hard, a great show, but, again, not
513 packed every night. On the surface, I am concerned with what is presented as meager as it is,
514 they're talking about a drugstore. We have a fabulously successful Walgreen's right at that site.

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

515 That doesn't make any sense to me. As far as a convenient store negotiated via supermarket
516 corporation, that doesn't make any sense to me. That's all I have. Thank you so much.

517

518 **CHAIRMAN GOODMAN**

519 Okay. All right. Thank you very much. Could I have a motion, please.

520

521 **MEMBER WOLFSON**

522 Mayor Goodman.

3

524 **CHAIRMAN GOODMAN**

525 Yes, Councilman.

526

527 **MEMBER WOLFSON**

528 I'm sorry. What mechanism do we have in place when someone comes before us and makes
529 serious allegations. And that's all they are is allegations, but what mechanism do we have to
530 check into the veracity and the credibility of these allegations. I think we have a responsibility
531 and I'm not trying to cast any bad light on anybody but I think we have an obligation to at least
532 make inquiry.

533

534 **CHAIRMAN GOODMAN**

535 Well, we have made inquiry in this matter, Councilman. We've had letters brought to our
536 attention recently in the past two days from Asia, from business ventures that allege connections
537 with Mr. Joshi. Those are being investigated by our City Attorney's Office.

538

539 **MEMBER WOLFSON**

540 Okay. They are?

541

542 **CHAIRMAN GOODMAN**

543 Yes.

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

544

545 **MEMBER WOLFSON**

546 Thank you very much.

547

548 **MEMBER REESE**

549 I guess, Your Honor, my question -- would be if we have all these concerns are we looking for a

550 30-day extension on the parking or are we, hold this in abeyance for 30 days or --

551

552 **CHAIRMAN GOODMAN**

553 I -- think the parking expires tom, the validation expires tomorrow so I would suggest that we

554 give 30 days more of validation and at the end of 30 days we'll be back here.

555

556 **MEMBER REESE**

557 I would just ask staff. Do -- we feel like 30 days is enough, Brad, to put anything in concrete

558 or even Mr. Yo (sic), Mr. Yoshi's (sic) people. I don't know whether they can have anything --

559

560 **CHAIRMAN GOODMAN**

561 I'll -- be frank with you, Mayor Pro Tem, 30 days better be enough time.

562

563 **MEMBER REESE**

564 That's fine with me.

565

566 **CHAIRMAN GOODMAN**

567 This is a matter of great interest to the Council and I think it's an exigent situation at this point in

568 time. So, Brad Jerbic, our City Attorney indicated he could sit down and we'll paint the picture

569 and we'll see how the colors come out.

570

571 **MEMBER REESE**

572 I -- would certainly volunteer myself. I know this is in Ward 5, but I've been very much involved

REDEVELOPMENT MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 5

573 in Neonopolis for a long time so, Mayor, I would volunteer to be involved in any meetings that
574 we have to be involved with at this location. My motion would be **to extend the -- contract for**
575 **30 days.**

576

577 **CHAIRMAN GOODMAN**

578 All right. Let's vote on that please.

579

580 **MEMBER REESE**

31 April 4.

582

583 **CHAIRMAN GOODMAN**

584 Post, please. **(Motion carried UNANIMOUSLY)**

585

586 **ROHIT JOSHI**

587 Thank you, Mayor.

588

589 **CHAIRMAN GOODMAN**

90 Motion carries. Good luck to you.

591

592 **(END OF DISCUSSION)**

593 /yy;cv

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

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

SUBJECT:

Discussion and possible action regarding a Designated Services Agreement with Total Quality Resources Corporation to conduct construction project partnering and conflict resolution services for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South (\$3,600 and the related contingency amount – Redevelopment Agency Special Revenue Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☒

Budget Funds Available

☐

Augmentation Required

Amount: \$3,600.00

Funding Source: Redevelopment Agency Special Revenue Fund

Dept./Division: OBD/Redevelopment Agency

PURPOSE/BACKGROUND:

Current practice on all City related construction projects is to conduct pre-construction and midpoint of construction partnering sessions with City construction staff, the general contractor, and all major subcontractors. The contract also provides for conflict resolution services if the need should arise.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Designated Services Agreement
2. Disclosure of Principals
3. Site Map
4. Submitted at meeting – written comments by Tom McGowan
5. Submitted after meeting – Executed First Amendment to Agreement

Motion made by GARY REESE to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, 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 the Office of Business Development, paraphrased the Subject and Purpose/Background sections. The described services are standard provisions in construction agreements. He recommended approval.

REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

TOM McGOWAN, Las Vegas resident, requested the address of Total Quality Resources Corporation. CHAIRMAN GOODMAN gave the local address and telephone number.

See City Council Item 76 for related backup.



Amendment to Final Minutes

Office of the City Clerk

Redevelopment Agency Meeting Minutes of March 7, 2007

Date Submitted October 14, 2008

Amendment to Item #6

Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- First Amendment to Agreement

Submitted By. Stacy L Campbell

Signature Wicky Daulen
City Clerk or Chief Deputy

Date: 10/14/08

**DESIGNATED SERVICES AGREEMENT
FOR
FACILITATOR / PARTNERING SERVICES**

THIS AGREEMENT is made and entered into this 7TH day of MARCH, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body within the State of Nevada (herein the "Agency") and **TOTAL QUALITY RESOURCES CORPORATION**, (herein the "Consultant").

WITNESSETH:

WHEREAS, the Agency intends to construct the **FIFTH STREET SCHOOL REHABILITATION - PHASE III** (herein the "Project"); and

WHEREAS, the Agency desires to retain the Consultant who will be responsible for providing **FACILITATOR / PARTNERING SERVICES** hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed pursuant to Chapter 623, 623A, or 625 as required for the services to be provided, of the Nevada Revised Statutes within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Description of Consultant's Services. The Consultant hereby agrees to provide **FACILITATOR / PARTNERING SERVICES** set forth in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for **FACILITATOR / PARTNERING SERVICES**

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The Agency's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The Agency's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the Agency under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the Agency caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Designation of Consultant's Representative. The Consultant's Representative is hereby designated as **RON PORTARO**, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in **Exhibit "F"** (Key Personnel List) provided that such associates and employees perform under the personal supervision of the Consultant's Representative. If the Consultant fails to make a required replacement within thirty (30) days, the Agency may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the Agency's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 Cooperation with the Agency. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the Agency in providing the services under this Agreement and will be, with advance notice, available for consultation with the Agency at such reasonable times as to not conflict with the Agency's other responsibilities.

SECTION TWO AGENCY RESPONSIBILITIES

2.01 Agency Representative. The City of Las Vegas Director of Public Works or his authorized representative is hereby designated as the Agency's Representative with respect to this Agreement. The Agency's Representative shall have complete authority to transmit instructions, receive information, interpret and define the Agency's policies and decisions with respect to the services of the Consultant.

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the Agency's Representative. To prevent an unreasonable delay in the Project, the Agency's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 Access to Records. The Agency shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the Agency has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The Agency shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the Agency determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The Agency agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The Agency shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The Agency may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the changes requested by the Agency cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the Agency grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described if, and only if, so requested in writing by the Agency. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the Agency in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

(i) The Consultant agrees to pay the subconsultant when paid by the Agency for that portion of the services provided to the Agency and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the Agency. If the Agency has paid the Consultant for said subconsultant services, the subconsultant's only recourse is against the Consultant and not against the Agency, either through the institution of legal or equitable action or the attachment of any lien.

(ii) The subconsultant shall have no more rights against the Agency than that of the Consultant.

(iii) The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the Agency has approved any deviation, change or modification in writing.

(iv) Unless otherwise approved in writing by the Agency's Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in this Agreement

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the Agency (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the Agency serves upon the Consultant a thirty (30) day written notice of termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the Agency, the Agency agrees to set aside sufficient funds to compensate the Consultant for Basic Services

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the Agency shall compensate the Consultant a fixed Fee in the amount as set forth in Exhibit "D" (Fee Breakdown), which shall be paid pursuant to monthly invoices.

7.03 Compensation: Additional Services. For any services not set forth in Exhibit "A" (Scope of Services), the Agency shall pay to the Consultant a sum based upon either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in Exhibit "E" (Hourly Rate Schedule), provided prior approval for such services is given in writing by the Agency's Representative.

7.04 Invoice. The Consultant may invoice for approved and completed work on a monthly basis. The Agency Representative will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the Agency Representative, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the Agency Representative to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the Agency. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the Agency for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by Agency Staff, may be exercised by the Consultant.

7.05 **Right to Off-Set.** The Agency's Representative may subtract or offset from any unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The Agency's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the Agency, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 **Final Payment.** Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the Agency, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the Agency's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 **Performance Schedule.** The Consultant shall perform and complete the services required hereunder according to the schedule ("Performance Schedule") set forth in **Exhibit "C"**. The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact Agency's Representative while onsite. If the performance of services is delayed or submittals are not delivered in the time period as outlined in **Exhibit "C"**, the Consultant shall notify the Agency's Representative in writing of the reasons for the delay.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 **Records.** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the Agency. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the Agency, or its designated representative. The Agency, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 **Disclosure.** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 **Period of Maintenance.** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 **Subcontract Provisions.** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 *Suspension.* The Agency may suspend performance by the Consultant under this Agreement for such period of time as the Agency, in its sole discretion, may prescribe by providing written notice to the Consultant at least three (3) business days prior to the effective date of the suspension. With such suspension, the Agency shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the Agency. In the event the Agency suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the Agency be liable to the Consultant for more than the percentage completed at the time of suspension

10.02 *Termination.* The Agency reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Agency either (i) faxes a copy of the notice to the Consultant to the fax number provided in the Section entitled "Notice" of the Agreement, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the Agency agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant

10.03 *Default.* The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i). If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement

(ii). If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii). If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

(iv). If the Consultant should in the judgment of the Agency, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the Agency, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, finish this Agreement by such means as the Agency may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the Agency cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the Agency within five (5) days of invoicing by the Agency or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the Agency's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all costs of such audit.

It is expressly agreed that the Agency reserves the right to offset any and all claims made by the Consultant for payment of its Fees or the reimbursement of additional costs incurred hereunder, with any claims that the Agency might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement

10.04 *Ownership of Documents.*

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas Redevelopment Agency with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including

copyright. However, the documents prepared as instruments of service are the property of the Agency except as prohibited by law and the Agency shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the Agency. In the event of the completion or termination of this Agreement, the Agency reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the Agency's sole risk

B. The Agency retains contractual rights to all design concepts developed by the Consultant

C. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

10.05 Insurance. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances.

A. **Workmen's Compensation Insurance.** Such insurance shall protect the Consultant and the Agency from employee claims based on job-related sickness, disease, or accident

B. **Comprehensive General Liability Insurance.** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the Agency as an additional insured.

C. **Professional Liability Insurance (Errors and Omissions Coverage).** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement

D. **Cancellation or Modification of Coverage.** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the Agency under this Agreement, and with respect to its Comprehensive General Liability Policy, to waive subrogation against the Agency, its officers, agents, servants and employees. To provide that the Agency will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$200,000 without the written approval of the Agency. Certificates indicating that such insurance is in effect shall be delivered to the Agency before any services are provided under this Agreement.

F. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the Agency annually a Certificate of Insurance as evidence of such insurance

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the Agency, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the Agency, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Agency, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Agency. If the Consultant shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant

10.07 *Assignment.* The Agency and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the Agency. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency.

10.08 *Waiver.* No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the Agency or the failure of the Agency to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 *Consultant Warranties.* The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada

(ii). That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license

(iii). That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement.

(iv). That the Consultant has, pursuant to the requirements of Resolution 79-99 adopted by the City of Las Vegas Redevelopment Agency on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City of Las Vegas Redevelopment Agency on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G"**, the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the Agency in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 *Consultant's Employees.* The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the Agency deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the Agency to be contrary to the public interest, the Agency reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 *Independent Contractor.* It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the Agency

10.12 *Applicable Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada

10.13 *Compliance with Laws.* The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 *Severability.* In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality. The Consultant shall treat the information relating to each Project, which has been produced by the Consultant or provided by the Agency, as confidential and proprietary information of the Agency and shall not permit its release to other parties or make any public announcement or publicity release without the Agency's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO AGENCY:

Frank Trupiano
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

TO CONSULTANT:

Ron Portaro
TOTAL QUALITY RESOURCES CORPORATION
6108 Iron Kettle Street
Las Vegas, NV 89130

Phone: (702) 610-1919 Fax: (702) 655-1781

10.19 Prohibition Against Contingent Fees. The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the Agency shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the Agency's Executive Director, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Agency's Executive Director shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes the Agency's Executive Director a written request to appeal the decision. Upon receipt of such request, the Agency and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the Agency for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the Agency's Executive Director's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the Agency prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the Agency the opportunity to monitor and verify the performance of the additional services and failure to provide the Agency with such notice

shall constitute a waiver of such claim

B. Non-Fee Disputes. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. Right of Joinder. In the event the Agency is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the Agency and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the Agency from joining the Consultant as a party to any arbitration proceeding which the Agency commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the Agency, the Consultant shall not be entitled to any additional compensation from the Agency as a result of preparing for, and participating in the arbitration.

D. Notice of Claim. In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Agency within sixty (60) days after the claim, dispute or other matter arises. In order for the Agency to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

E. Arbitration of Claim. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. Discovery. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. Award Final. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. Mediation. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association or as agreed by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto, and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

10.21 Attorney Fees. The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 Calendar Day. All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

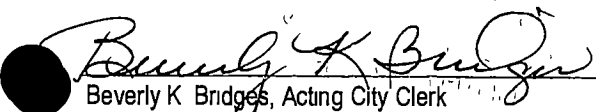
10.24 **Agreement Version.** This Agreement consists of the Agency's standard provisions updated as of January 12, 2001

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By 
Oscar Goodman, Chairman

ATTEST


Beverly K. Bridges, Acting City Clerk

APPROVED AS TO FORM

 2/13/07
Deputy City Attorney Date

CONSULTANT

By 
Ron Portaro, Total Quality Resources Corporation

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement

EXHIBIT “ A ” SCOPE OF SERVICES

EXHIBIT “ B ” REQUIRED SUBMITTALS

EXHIBIT “ C ” PERFORMANCE SCHEDULE

EXHIBIT “ D ” FEE BREAKDOWN

EXHIBIT “ E ” HOURLY RATE SCHEDULE

EXHIBIT “ F ” KEY PERSONNEL LIST

EXHIBIT “G” DISCLOSURE OF OWNERSHIP

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall facilitate a half day partnering session with the City of Las Vegas, City of Las Vegas Redevelopment Agency, the General Contractor and his Sub-contractors to promote cooperation and define individual team member responsibilities. On or about mid way through the construction duration, the Consultant shall facilitate a follow up partnering session with the same parties. In addition to the services to be provided within this Agreement and its Exhibits, the scope of services is additionally contained in the Consultant's Proposal titled "Proposal for Facilitation Services – Fifth Street School Rehabilitation – Phase III" included by reference as part of this Exhibit "A"

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the Agency's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the Agency acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The Agency's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Agency receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the project is separate from its relationship with the Agency, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the Agency.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

All reports shall be on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

It is understood that the Agency may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City of Las Vegas Redevelopment Agency, whichever occurs first.

Subject to any limitations stated in the Consultant's proposal, the specified investigation shall be completed and the logs and reports delivered to the Agency within Thirty (30) calendar days, barring circumstances beyond the Consultant's control that force a delay.

Site access is hereby provided to the Consultant by the Agency for the scope of services contained in this Agreement. The Agency either has title to the property and the right of entry, or the Agency has secured permission from the present owner and tenant for entry to the property.

END OF EXHIBIT "C"

FEE BREAKDOWN

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the contract and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$175.00
Clerical	\$25.00

ADDITIONAL SERVICES None authorized as of the date of this Agreement. For Additional Services of sub-consultants, the Agency shall compensate the Consultant a multiple of one and one tenth (1.10) times the amounts billed to the Consultant for such services. Future written Additional Service Authorizations may be issued by the Agency.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the Agency shall compensate the Consultant a multiple of one and one tenth (1.10) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

AGENCY PERSONNEL

PROJECT MANAGER: Frank Trupiano

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require Agency approval.

PROJECT REPRESENTATIVE: Ron Portaro

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require Agency approval.

None.

END OF EXHIBIT "F"

ATTACHMENT 1

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	<u>Contracting Entity</u>
T&R Corporation	
Name	6108 Iron Kettle Street
Address	Las Vegas, NV 89130
	702-610-1919
Telephone	
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement	
Contract No.	

Block 3 **Type of Business**

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

ATTACHMENT 1

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.	Ron M. Portaro <i>President, Director</i>	6108 Iron Kettle St. <i>LV, NV 89130</i>	702-610-1919
2.	Nancy L. Portaro <i>Secretary, Treasurer</i>	6108 Iron Kettle St. <i>LV, NV 89130</i>	702-610-1919
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

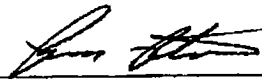
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



Name

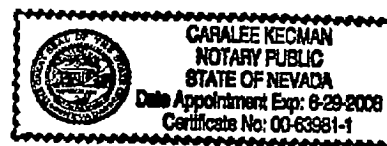
2-22-07

Date

Subscribed and sworn to before me this 22nd day of

February, 2007

Caralee Kecman
Notary Public



CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas

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2. Policy

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3. Instructions

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Block 1 <u>Contracting Entity</u>
TQR Corporation
Name 6108 Iron Kettle Street
Address Las Vegas, NV 89130
702-610-1919
Telephone
EIN or DUNS

Block 2 <u>Description</u>
<u>Subject Matter of Contract/Agreement</u>
Contract No.

Block 3	<u>Type of Business</u>
☐ 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.	Ron Portaro, President, Director	6108 Iron Kettle Street, Las Vegas, NV 89130	702-610-1919
2.	Wendy Portaro		702-610-1919
3.	Nancy L. Portaro, Secretary	6108 Iron Kettle Street, Las Vegas, NV 89130	
4.	Treasurer		
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: ____

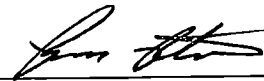
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



Name

2-22-07

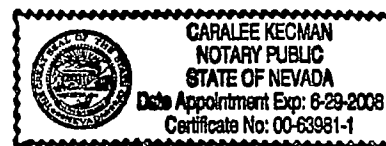
Date

Subscribed and sworn to before me this 22nd day of

February, 2007



Notary Public





Site Map

TM/LAS VEGAS WED. 2 MARCH, '07 (CONT'D)
PUBLIC COMMENT

Item # 76. Tom McGowan; LAS VEGAS RESIDENT.

IN THE INTEREST OF OPEN PUBLIC DISCLOSURE, DEFINE THE WORD &
'ACCESSORY', AS UTILIZED IN THE SUBJECT ITEM.

THANK YOU.

TM/REDEVELOPMENT AGENCY MTG:-
(PUBLIC COMMENT)

Item # 5. Tom McGowan; LAS VEGAS RESIDENT.

IN A MAP OF THE 'VEGAS GRAND PRIX' EVENT, THE NEONOPOLIS
PROPERTY IS IDENTIFIED AS THE 'LATIN VILLAGE'. WHATS' THE
GENESIS AND THE DETAILED PARTICULARS OF THAT 'LATIN VILLAGE'
DESIGNATION?

THANK YOU.

Item # 6 Tom McGowan; LAS VEGAS RESIDENT.

WHO ARE THE CORPORATE OFFICERS (?) AND WHATS' THE
CORPORATE HEAD QUARTERS ADDRESS OF 'TOTAL QUALITY RESOURCES
CORP'?

THANK YOU.

(TEXT SUBMITTED AND REQUESTED INCLUSION IN THE MINUTES)

Submitted at Redevelopment Agency

Date 3/7/07 Item CC# 76 P
RA 546

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this 27th day of August, 2008, by and between the City of Las Vegas Redevelopment Agency, a public entity in the State of Nevada (herein the "Agency"), and Total Quality Resources Corporation, a Nevada corporation (herein the "Consultant").

WHEREAS, the Agency and the Consultant have entered into an Agreement dated March 7, 2007, (herein the "Agreement"), retaining the services of the Consultant for facilitator/partnering services, more fully described therein in connection with the improvements to be constructed at the Historic Fifth Street School; and

WHEREAS, since entering into the Agreement, the Agency desires to modify the services of the Consultant to facilitate a follow up partnering session.

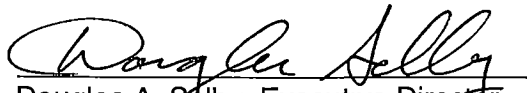
NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

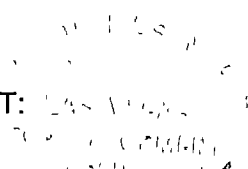
1. The Scope of Services as set forth in Exhibit "A" is hereby amended to include one additional follow up partnering session with the general contractor.
2. The Contract fee as set forth in Exhibit "D" is hereby amended by increasing the Contract fee by \$1,400 and thereby increasing the total amount of the Contract fee from \$3,600.00 to \$5,000.00.

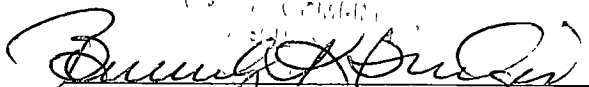
3. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year first above written.

City of Las Vegas Redevelopment Agency

By: 
Douglas A. Selby, Executive Director
"Agency"

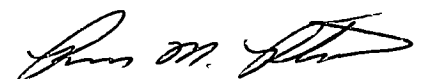
ATTEST: 


Beverly K. Bridges, CMC, Secretary

APPROVED AS TO FORM.

 7/31/08
Deputy City Attorney Date

Total Quality Resources Corporation

By: 
Ron Portaro, President

"Consultant"

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Report and possible action regarding Redevelopment Agency projects currently under contract or in negotiation - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

To update the Redevelopment Agency (RDA) Board on Redevelopment Agency projects currently under binding contracts with owners, developers and consultants, in negotiation or within the RDA area, and to receive input from the Redevelopment Agency Board on the progress of projects as warranted.

RECOMMENDATION:

Accept report.

BACKUP DOCUMENTATION:

Submitted after meeting - hardcopy of PowerPoint presentation by Scott Adams

Motion made by GARY REESE to Approve to Accept the report

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LARRY BROWN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None), (Excused-OSCAR B. GOODMAN)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, updated the Agency members on the status of various Redevelopment Agency ongoing projects using a PowerPoint presentation, a copy of which is included in the minutes.

MEMBER WOLFSON verified with MR. ADAMS that 24-Hour Fitness Center would be one of the major tenants on the ground floor of the Southern Nevada Water Authority Building. MR. ADAMS added that the City committed the Visual Improvement Program and a grant to 24-Hour Fitness for signage as an incentive package for them to locate Downtown. The Center would be open and available to the public.

REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

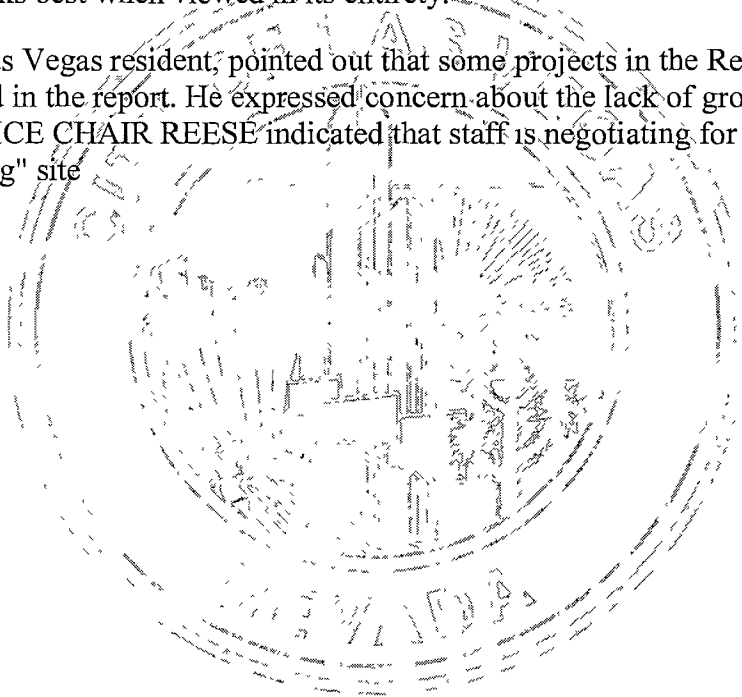
MR ADAMS highlighted the progress of the Entertainment District and recognized CityMark for aggressively trying to secure a major grocery store for West Las Vegas.

MEMBER REESE questioned the status of staff's efforts to identify a new site for the PPA's (Police Protective Association) building MR. ADAMS indicated that the PPA is trying very hard to avoid partnering with another entity. Agency staff is attempting to locate a more suitable site.

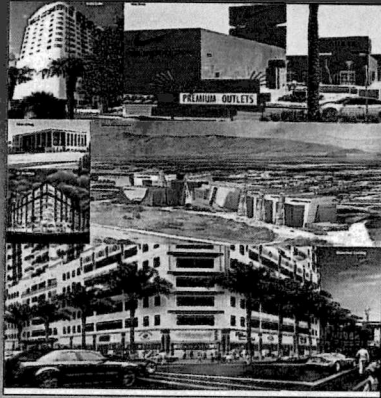
ANTHONY HODGES commended MR ADAMS for his fine presentation, adding that all the projects seem to be moving along smoothly. He also recognized MEMBERS REESE and BROWN for their time serving the City of Las Vegas

TOM McGOWAN, Las Vegas resident, expressed concern for "sick buildings" and stated that redevelopment works best when viewed in its entirety.

AL GALLEG0, Las Vegas resident, pointed out that some projects in the Redevelopment area were not mentioned in the report. He expressed concern about the lack of grocery stores in the Downtown area. VICE CHAIR REESE indicated that staff is negotiating for a major grocery store at the "Bulldog" site



Urban Renaissance In Las Vegas



RDA Project Update

March 7, 2007

*City of Las Vegas Redevelopment Agency
Office of Business Development*

City of Las Vegas



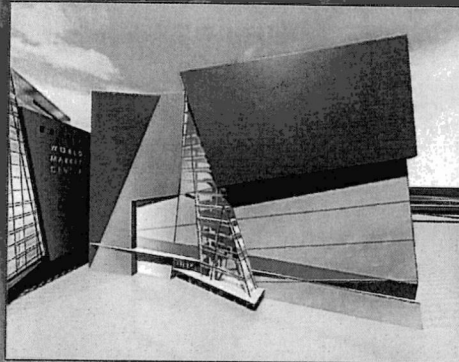
World Market Center, Phase 2

- 1.6M s.f.
- Complete

City of Las Vegas

after
Submitted at Redevelopment Agency

Date 3/7/07 Item # 7



World Market Center, Phase 3

- 2.1M s.f.
- Under Construction



City of Las Vegas

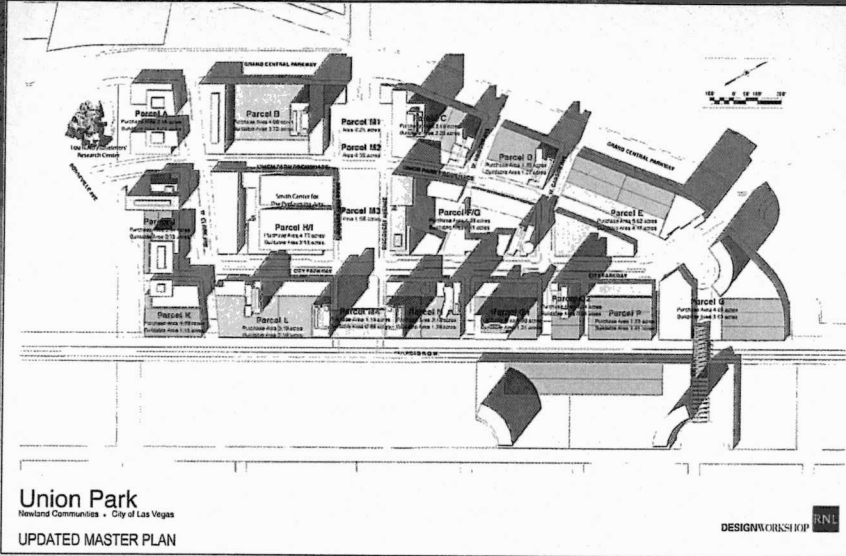


World Market Center, All Phases

- 12M s.f.
- 2014 est. completion

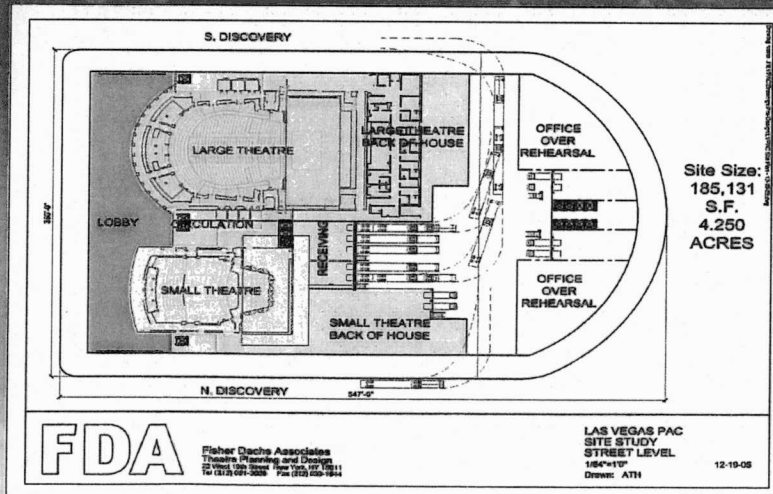
City of Las Vegas

Union Park



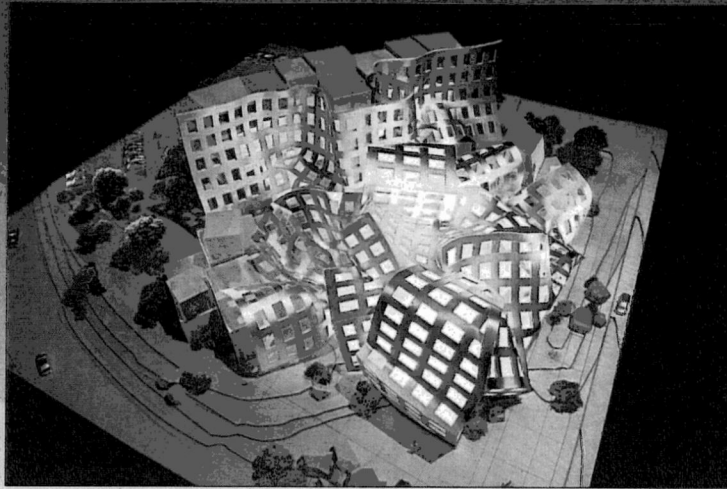
City of Las Vegas

Smith Center for the Performing Arts



City of Las Vegas

Lou Ruvo Brain Institute



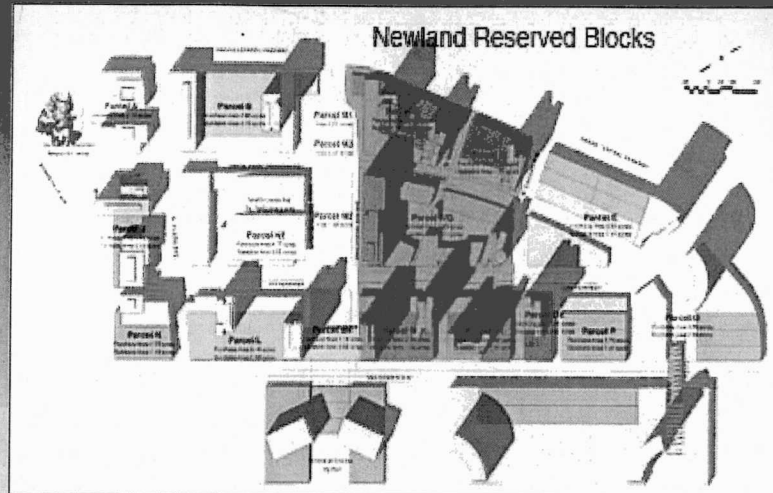
City of Las Vegas

World Jewelry Center



City of Las Vegas

Newland Properties



City of Las Vegas



LV Premium
Outlets
Grand Central /
Bonneville

- 1,105 spaces
- Final 3/22/07

City of Las Vegas



**SNWA /
Molasky
Parkway Center:
F Street / Ogden**

- Class "A" Office
- 285,000 s.f.

City of Las Vegas

Downtown Development

- Commercial & Residential Projects
 - 100 projects
 - More than 15,000 planned units
 - \$1.5 billion under construction
 - \$10 billion planned

City of Las Vegas



Soho Lofts, Cherry Dev. Co.

**Las Vegas
Boulevard / Hoover**

- 120 units
- Complete

City of Las Vegas



Newport Lofts Casino Center / Hoover

- 168 units
- 130 units sold

City of Las Vegas



Allure Towers Sahara/Las Vegas Boulevard

- 1st Tower – 428 Units
- 375 sold

City of Las Vegas



juhl (CityMark) Office District: Fourth / Bonneville

- 342 Units
- 230 sold

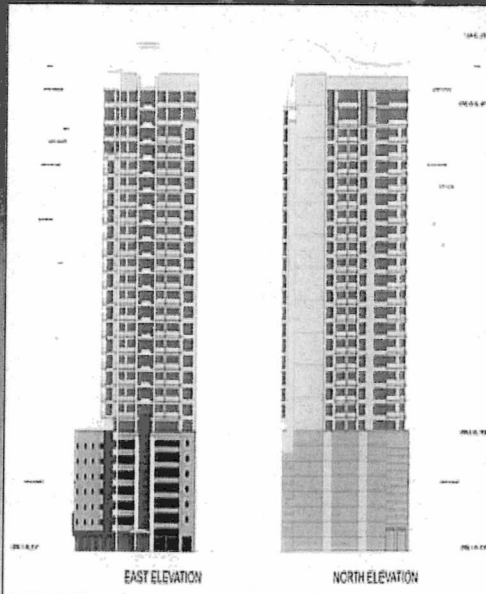
City of Las Vegas



Streamline Tower LVB / Ogden

- 275 units
- 125 sold

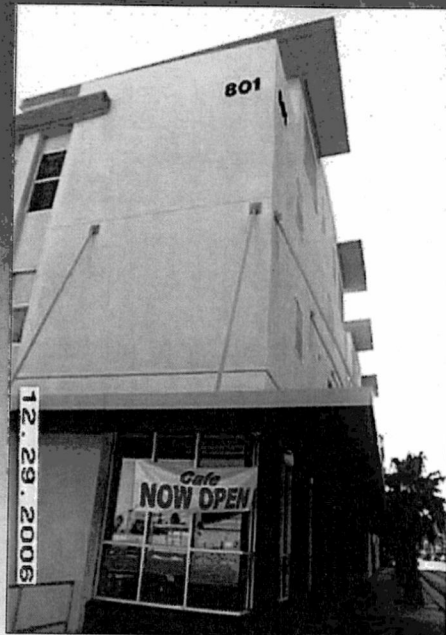
City of Las Vegas



Evolution Tower – Phase I 1026 S. Third St.

- 159 units

City of Las Vegas



**Potato Valley
Café**
Ground Floor
Retail: L'Octaine
Las Vegas Boulevard /
Gass Avenue

City of Las Vegas



Urban Lofts
11th & Carson

- 30 units
- 25 sold

City of Las Vegas

Downtown Development

Entertainment District

City of Las Vegas

Fremont East District



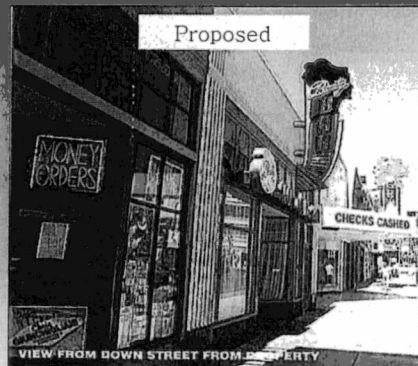
City of Las Vegas

Fremont East Streetscape



City of Las Vegas

Beauty Bar Fremont East District



City of Las Vegas

The Griffin

Fremont East District



City of Las Vegas

The Griffin

Fremont East District



City of Las Vegas

The Griffin & Las Vegas Tattoo
Fremont East District



City of Las Vegas

Take 1 Nightclub
Fremont East District



City of Las Vegas

Downtown Cocktail Room
F.E.D. Las Vegas Boulevard



City of Las Vegas



601 Fremont St.
**F.E.D. - Fremont &
Sixth streets**



City of Las Vegas

Pokerdome
Neonopolis
450 Fremont St.



City of Las Vegas

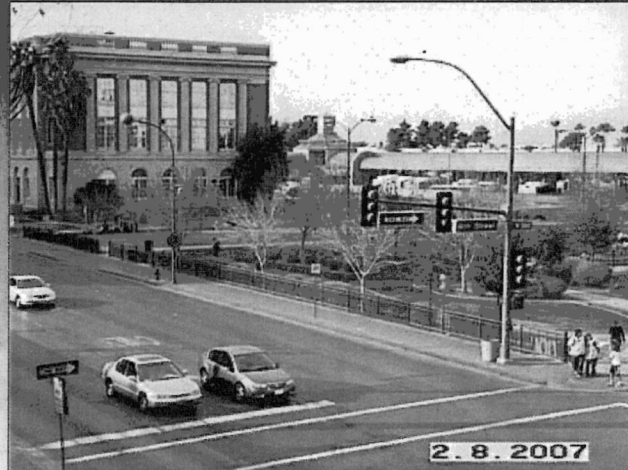
Hogs & Heifers
The Block
Third Street



City of Las Vegas

Post Office Block/Frank Wright Plaza ENA

Fourth Street & Stewart Avenue



City of Las Vegas

Brass Bar/Hennessey's 425 Fremont St.



City of Las Vegas

**Mickie Finnz
425 Fremont St.**



City of Las Vegas

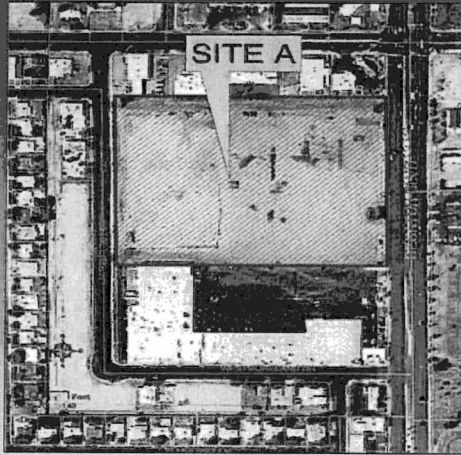
Redevelopment Projects

East and West Las Vegas

City of Las Vegas

Senior Housing, Alpha Omega

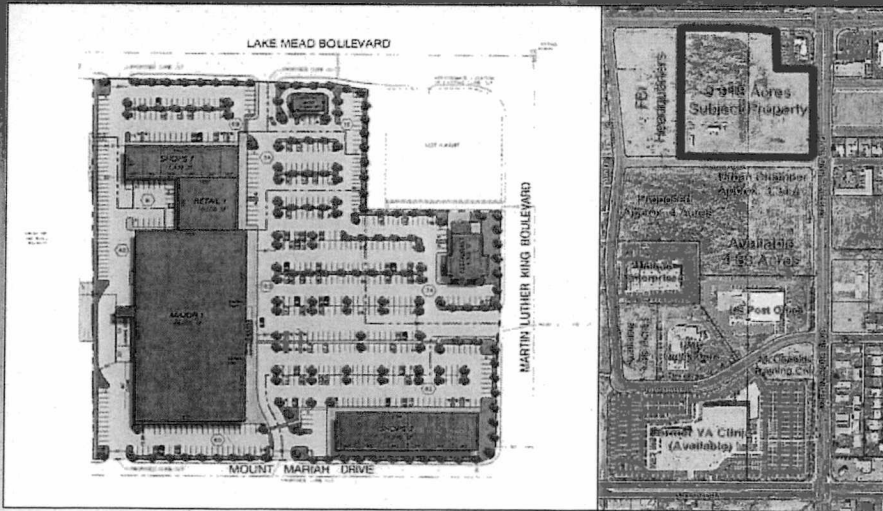
1501 N. Decatur



City of Las Vegas

DLC Urban Core Plan

Enterprise Park



City of Las Vegas

Edmond Town Center
West Las Vegas: Owens & H Street



City of Las Vegas

RLT Corp. Office/Training
Enterprise Park



City of Las Vegas

Stella Lake Office (FBI)
Enterprise Park



City of Las Vegas

Urban Chamber of Commerce
Enterprise Park



City of Las Vegas

Expertise School of Beauty Enterprise Park



City of Las Vegas

Foundation for an Independent Tomorrow Enterprise Park



City of Las Vegas

Stewart – Mojave RFP

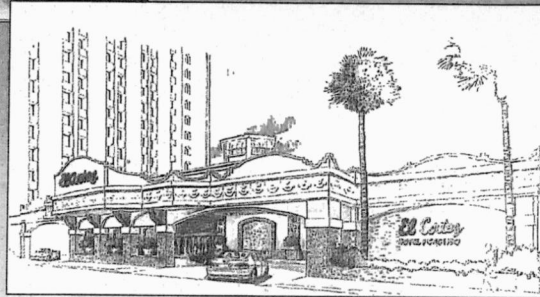


City of Las Vegas

Downtown Casinos Overview

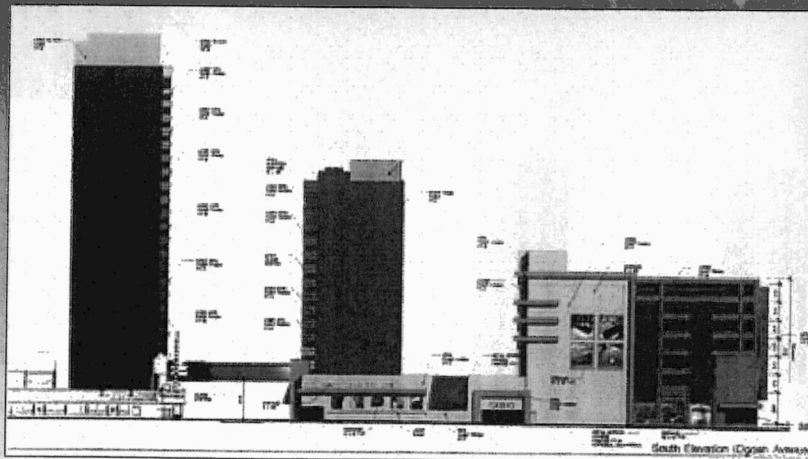
City of Las Vegas

El Cortez – Porte Cochère



City of Las Vegas

Lady Luck 221 N. Third St.



City of Las Vegas

Golden Nugget Casino Drive



City of Las Vegas

Redevelopment Projects Other

City of Las Vegas

Historic Fifth Street School
Clark/Las Vegas Boulevard



City of Las Vegas

Historic Fifth Street School
Clark/Las Vegas Boulevard



City of Las Vegas

Historic Fifth Street School Clark/Las Vegas Boulevard



City of Las Vegas

Bulldog Clark/Las Vegas Boulevard



City of Las Vegas

Parking Garage Fourth and Lewis Streets



City of Las Vegas

Castaway/Station Casinos



City of Las Vegas

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MARCH 7, 2007

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:

VINCENT JAMES WALTER WHATLEY IV outlined an alleged letter recently sent to the President of the United States. He stated it is the Council's duty to address the proliferation process.

DOROTHY BARNES, Las Vegas resident, requested there be more qualified law enforcement officials or additional training for existing officers so that the criminals do not outsmart local law enforcement.

TED RUSSELL, Las Vegas resident, commented that he has no doubt the oncoming 500 new rooftops to the Downtown area will secure a major grocery store.

TOM MCGOWAN, Las Vegas resident, made comments referencing the redevelopment efforts. He promised that, as mayor, he would decentralize government.

The meeting adjourned at 11:58 a.m.

Respectfully submitted


Gabriela Portillo-Brenner, Deputy City Clerk

March 14, 2007


Beverly K. Bridges, Acting Secretary