



S ✓

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

MINUTES

Meeting of
DECEMBER 2, 2009
8:30 A.M.

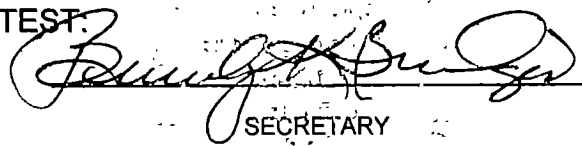
Called To Order: 8:37 A.M.
Adjourned: 9:29 A.M.

C

| REDEVELOPMENT AGENCY | PRESENT | EXCUSED |
|--|-------------------------------------|--------------------------|
| CHAIRMAN OSCAR B. GOODMAN | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MEMBER GARY REESE - VICE-CHAIRMAN | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MEMBER STEVE WOLFSON | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MEMBER LOIS TARKANIAN | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MEMBER STEVEN D. ROSS | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MEMBER RICKI Y. BARLOW | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MEMBER STAVROS S. ANTHONY | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ELIZABETH FRETWELL, EXECUTIVE DIRECTOR | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| BRADFORD JERBIC, CITY ATTORNEY | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| BEVERLY K. BRIDGES, SECRETARY | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

APPROVED BY REFERENCE: JANUARY 6, 2010

ATTEST:


SECRETARY


CHAIRMAN

38 ✓

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE

COUNCIL CHAMBERS – 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov

AGENCY MEMBERS: OSCAR B. GOODMAN, CHAIRMAN (At-Large)

GARY REESE, VICE-CHAIRMAN (Ward 3), STEVE WOLFSON (Ward 2)

LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

December 2, 2009

8:30 AM

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS 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. Discussion and possible action regarding Easements and Rights-of-Way from the City of Las Vegas Redevelopment Agency to the Las Vegas Valley Water District on a parcel of land generally located at 1501 North Decatur Boulevard (APN 138-25-518-001) - Ward 5 (Barlow)
4. Discussion and possible action regarding a Memorandum of Understanding between the Culinary Workers' Union, the City of Las Vegas, and the City of Las Vegas Redevelopment Agency (RDA) regarding labor matters within the City of Las Vegas and City of Las Vegas Redevelopment Area (\$25,000 – Special Revenue Funds) – All Wards [NOTE: This item is related to Council Item 37]
5. 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
6. AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. 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

**AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

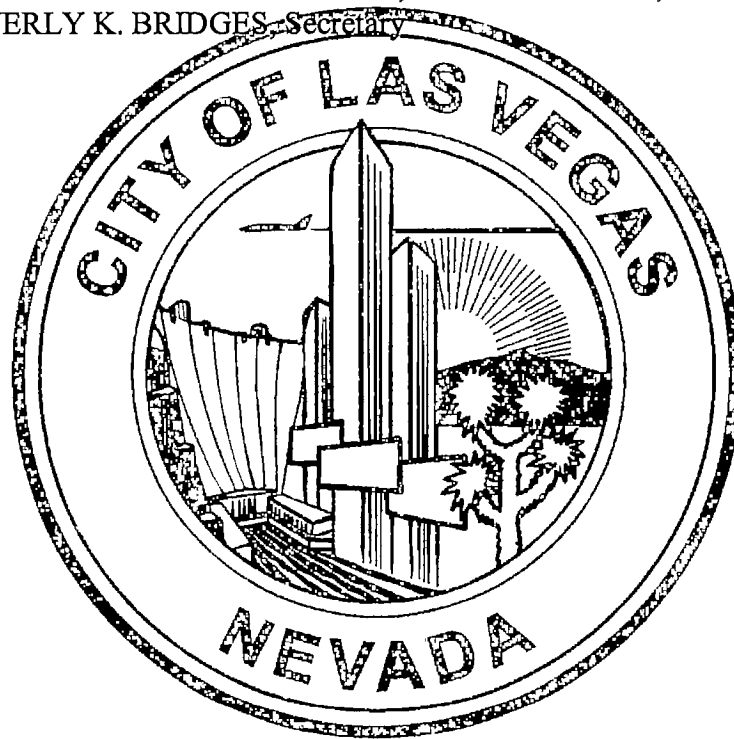
SUBJECT:
CALL TO ORDER

Minutes:

CHAIRMAN GOODMAN called the meeting to order at 8:37 a.m.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, WOLFSON, TARKANIAN, ROSS, BARLOW and ANTHONY

ALSO PRESENT: ELIZABETH N. FRETWELL, Executive Director, BRAD JERBIC, City Attorney, and BEVERLY K. BRIDGES, Secretary



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

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: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

SUBJECT:

Discussion and possible action regarding Easements and Rights-of-Way from the City of Las Vegas Redevelopment Agency to the Las Vegas Valley Water District on a parcel of land generally located at 1501 North Decatur Boulevard (APN 138-25-518-001) - Ward 5 (Barlow)

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas Redevelopment Agency is granting Easements and Rights-of-Way to the Las Vegas Valley Water District for the construction, operation, maintenance, repair and renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under the parcel of land located at 1501 North Decatur Boulevard.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

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

Motion made by RICKI Y. BARLOW to Approve

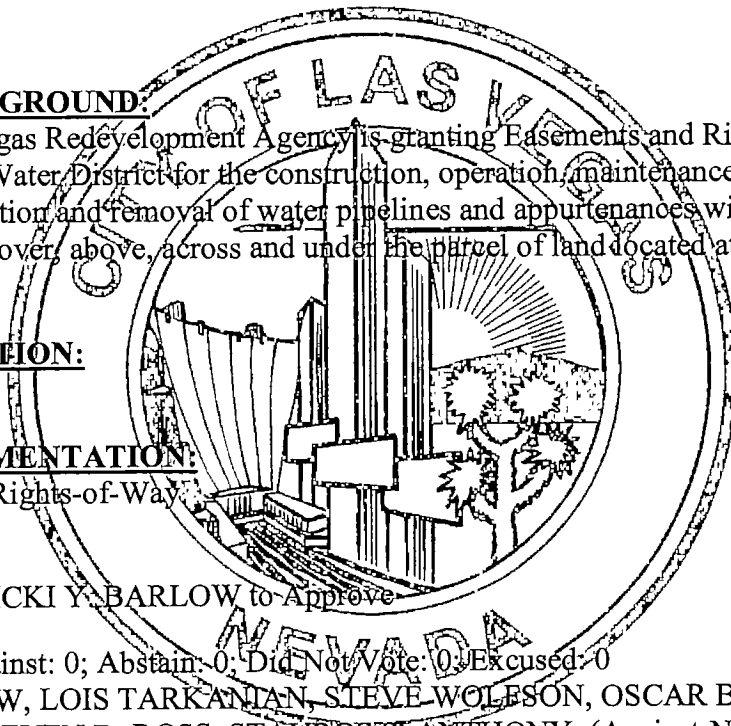
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

RICKI Y. BARLOW, LOIS TARKANTIAN, STEVE WOLESON, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

BILL ARENT, Operations Officer of the Redevelopment Agency, stated that the approval of this item will enable water utility infrastructure improvements at 1501 North Decatur Boulevard for Mariana's grocery store. The developer, Alpha Omega Strategies, has locked in a price and approval will allow the installation of water facilities to move forward by the end of year.

MICHAEL McDONALD, Alpha Omega Strategies, thanked the Redevelopment Agency and requested approval.



REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

MEMBER BARLOW stated he is looking forward to a development that will transform the area and retain residents.



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:

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**.

WITNESSETH:

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.

GRANTOR:

EXHIBIT "A"

EXHIBIT A

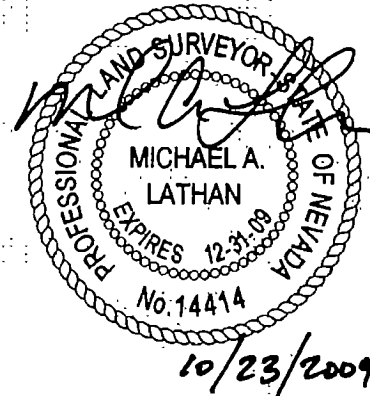
APN: 138-25-518-001

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

DRC Surveying Nevada, Inc.

9330 West Martin Avenue
Las Vegas, NV 89148

LV07-537
LV07-537 LVVWD-1.DOC
October 21, 2009
Page of:



EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND WITHIN THE "DECATUR AND VEGAS" COMMERCIAL SUBDIVISION, GENERALLY LOCATED WEST OF DECATUR BOULEVARD AND SOUTH OF VEGAS DRIVE FOR WATER EASEMENT PURPOSES.

LAND DESCRIPTION

THAT PORTION OF LOT 1 OF THAT CERTAIN PLAT KNOWN AS "DECATUR AND VEGAS, A COMMERCIAL SUBDIVISION" ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE IN BOOK 141, PAGE 41 OF PLATS, SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00°42'34" EAST ALONG THE WEST LINE OF SAID LOT 1, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF LAURELHURST DRIVE (60.00 FEET WIDE), A DISTANCE OF 5.55 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE, NORTH 89°17'26" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00°42'34" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°17'26" WEST, A DISTANCE OF 6.00 FEET TO SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°42'34" WEST ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING AN AREA OF 36 SQUARE FEET.

BASIS OF BEARINGS

NORTH 89°57'34" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141 OF PLATS, AT PAGE 41.

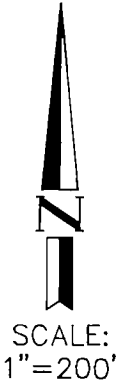
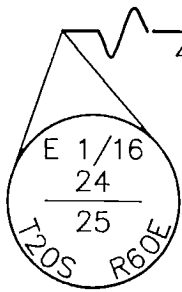
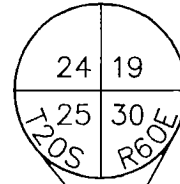
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EXHIBIT "B"
LVVWD EASEMENT

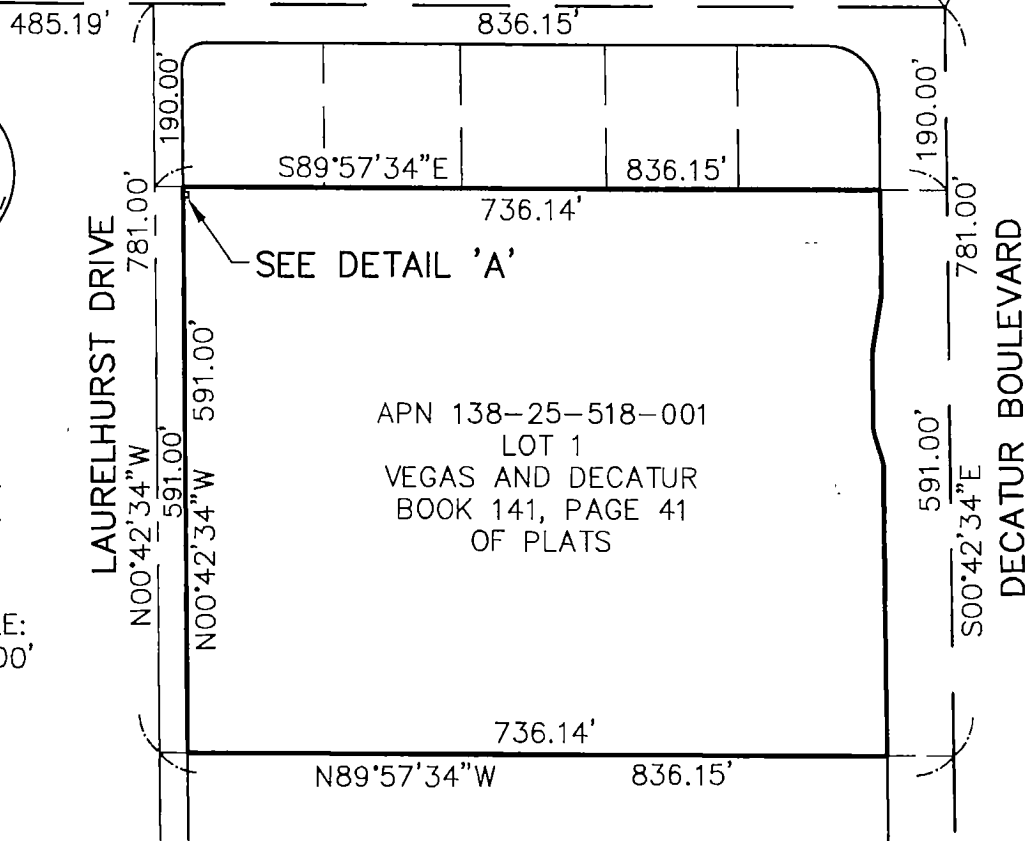
PAGE ___ OF ___

APN: 138-25-518-001

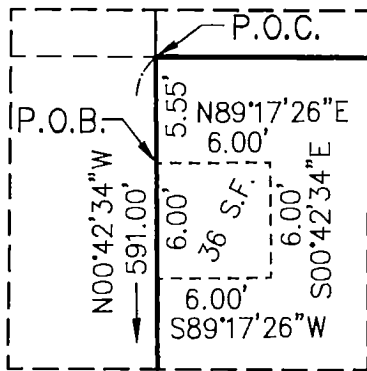
GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY



BASIS OF BEARINGS VEGAS DRIVE
N89°57'34"W 1321.34'



APN 138-25-518-001
LOT 1
VEGAS AND DECATUR
BOOK 141, PAGE 41
OF PLATS



DETAIL 'A'
SCALE: 1"=10'



DRC Surveying Nevada, Inc.

9330 WEST MARTIN AVENUE
LAS VEGAS, NEVADA 89148
(702) 270-6119

Parcel name: LVVWD-1

| | |
|---------------------------|------------------|
| North: 9805.0328 | East : 9196.2755 |
| Line Course: N 89-17-26 E | Length: 6.00 |
| North: 9805.1071 | East : 9202.2750 |
| Line Course: S 00-42-34 E | Length: 6.00 |
| North: 9799.1075 | East : 9202.3493 |
| Line Course: S 89-17-26 W | Length: 6.00 |
| North: 9799.0332 | East : 9196.3498 |
| Line Course: N 00-42-34 W | Length: 6.00 |
| North: 9805.0328 | East : 9196.2755 |

Perimeter: 24.00 Area: 36. S.F. 0.000 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 24,000,000.00

EXHIBIT A

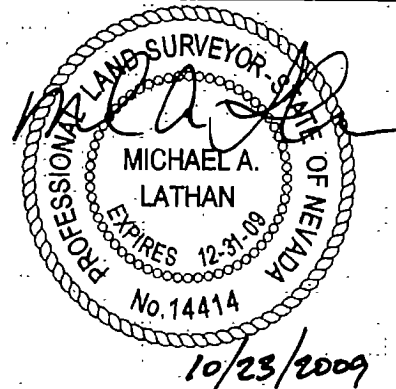
APN: 138-25-518-001

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

DRC Surveying Nevada, Inc.

9330 West Martin Avenue
Las Vegas, NV 89148

LV07-537
LV07-537 LVVWD-2.DOC
October 21, 2009
Page of



EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND WITHIN THE "DECATUR AND VEGAS" COMMERCIAL SUBDIVISION, GENERALLY LOCATED WEST OF DECATUR BOULEVARD AND SOUTH OF VEGAS DRIVE FOR WATER EASEMENT PURPOSES.

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COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST RIGHT-OF-WAY LINE OF DECATUR BOULEVARD (WIDTH VARIES); THENCE NORTH $00^{\circ}42'34''$ WEST ALONG THE EAST LINE OF SAID LOT 1, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.34 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, SOUTH $89^{\circ}17'26''$ WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH $00^{\circ}42'34''$ WEST, A DISTANCE OF 51.00 FEET; THENCE NORTH $89^{\circ}17'26''$ EAST, A DISTANCE OF 15.00 FEET TO SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH $00^{\circ}42'34''$ EAST ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 51.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING AN AREA OF 765 SQUARE FEET.

BASIS OF BEARINGS

NORTH $89^{\circ}57'34''$ EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141 OF PLATS, AT PAGE 41.

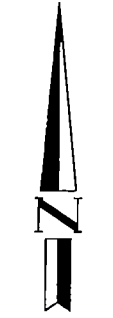
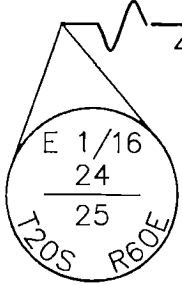
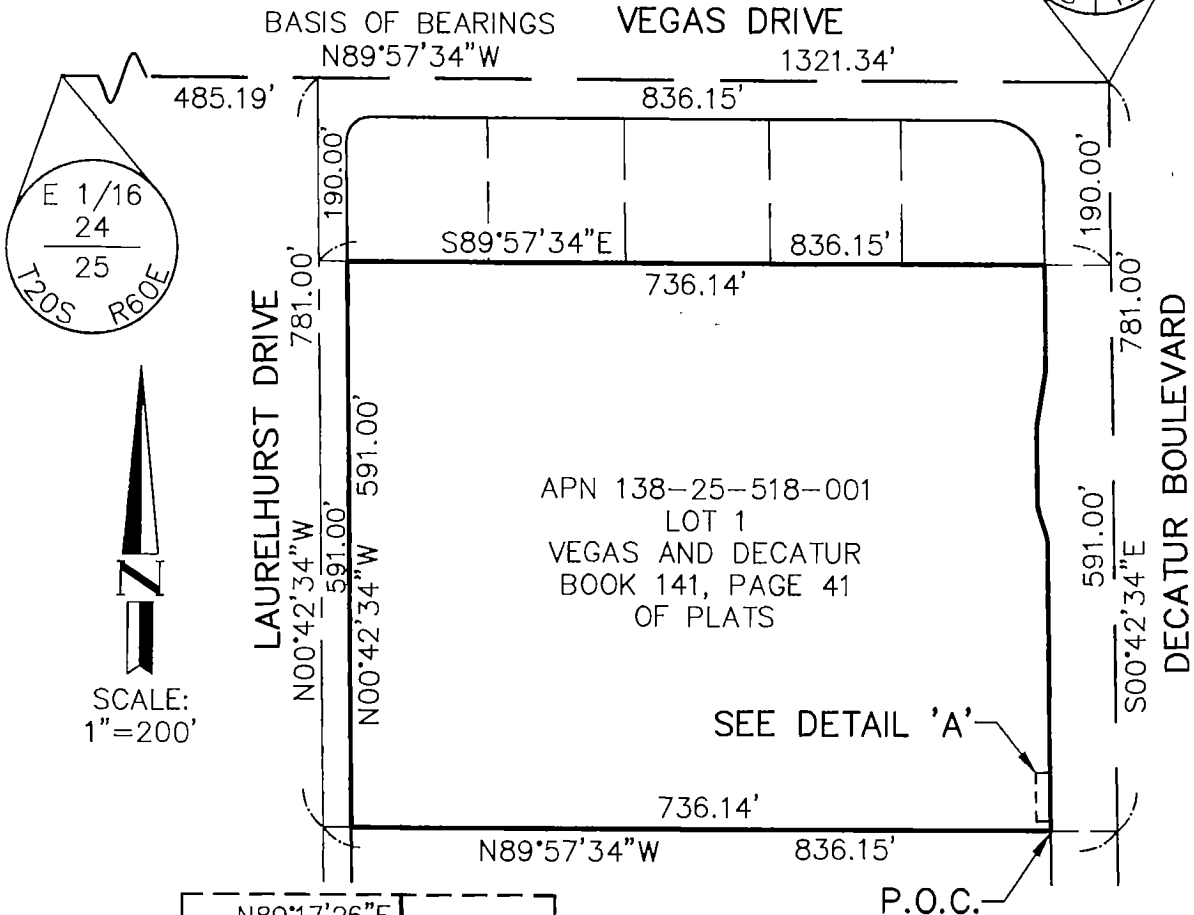
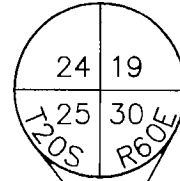
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EXHIBIT "B"
LVVWD EASEMENT

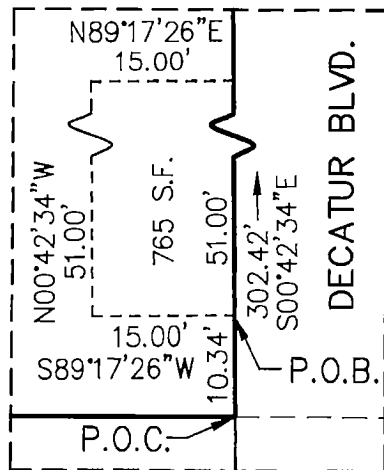
PAGE ___ OF ___

APN: 138-25-518-001

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY



SCALE:
1"=200'



DETAIL 'A'
SCALE: 1"=20'

20 OCTOBER 2009
LV07-537 LVVWD.DWG (LVVWD-2)

DRC  **DRC Surveying Nevada, Inc.**
9330 WEST MARTIN AVENUE
LAS VEGAS, NEVADA 89148
(702) 270-6119

Parcel name: LVVWD-2

| | |
|---------------------------|------------------|
| North: 9229.4501 | East : 9939.5362 |
| Line Course: S 89-17-26 W | Length: 15.00 |
| North: 9229.2644 | East : 9924.5373 |
| Line Course: N 00-42-34 W | Length: 51.00 |
| North: 9280.2605 | East : 9923.9059 |
| Line Course: N 89-17-26 E | Length: 15.00 |
| North: 9280.4462 | East : 9938.9047 |
| Line Course: S 00-42-34 E | Length: 51.00 |
| North: 9229.4501 | East : 9939.5362 |

Perimeter: 132.00 Area: 765. S.F. 0.017 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

| | |
|-----------------------------|----------------------|
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| Error North: 0.00000 | East : 0.00000 |
| Precision 1: 132,000,000.00 | |

EXHIBIT A

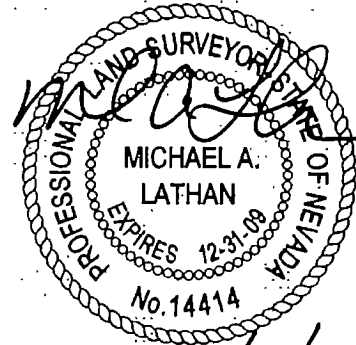
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GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

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LV07-537
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October 21, 2009
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EXPLANATION

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COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST RIGHT-OF-WAY LINE OF DECATUR BOULEVARD (WIDTH VARIES); THENCE NORTH 00°42'34" WEST ALONG THE EAST LINE OF SAID LOT 1, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 108.38 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°17'26" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 00°42'34" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 89°17'26" EAST, A DISTANCE OF 6.00 FEET TO SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°42'34" EAST ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING AN AREA OF 36 SQUARE FEET.

BASIS OF BEARINGS

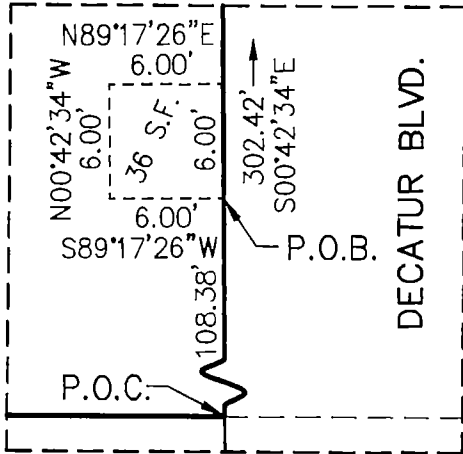
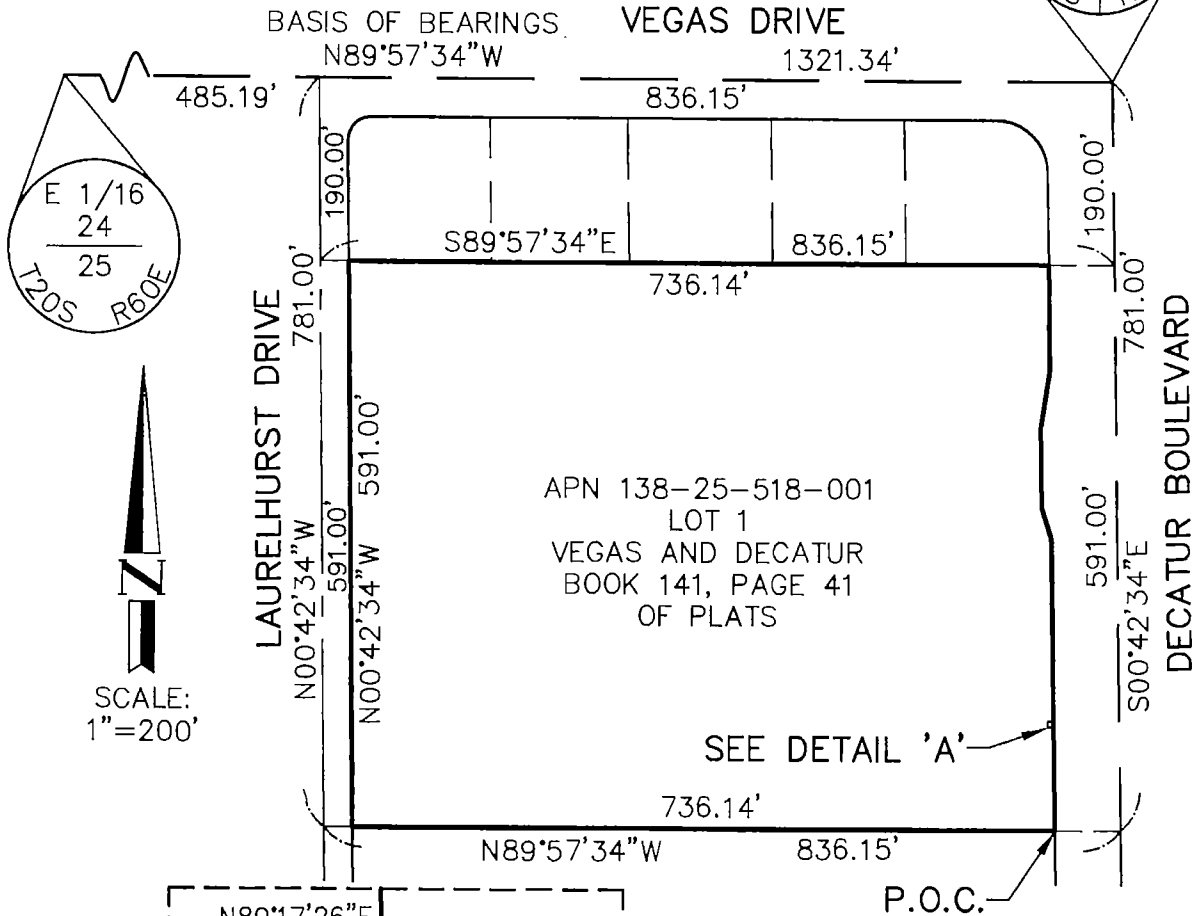
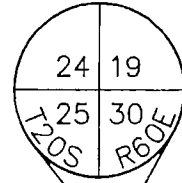
NORTH 89°57'34" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141 OF PLATS, AT PAGE 41.

END OF DESCRIPTION.

EXHIBIT "B"
LVVWD EASEMENT

PAGE ___ OF ___

APN: 138-25-518-001
GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY



DETAIL 'A'
SCALE: 1"=10'

Parcel name: LVVWD-3

| | |
|--|------------------|
| North: 9327.4752 | East : 9938.3224 |
| Line Course: S 89-17-26 W Length: 6.00 | |
| North: 9327.4009 | East : 9932.3228 |
| Line Course: N 00-42-34 W Length: 6.00 | |
| North: 9333.4005 | East : 9932.2485 |
| Line Course: N 89-17-26 E Length: 6.00 | |
| North: 9333.4748 | East : 9938.2481 |
| Line Course: S 00-42-34 E Length: 6.00 | |
| North: 9327.4752 | East : 9938.3224 |

Perimeter: 24.00 Area: 36. S.F. 0.000 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 24,000,000.00

EXHIBIT A

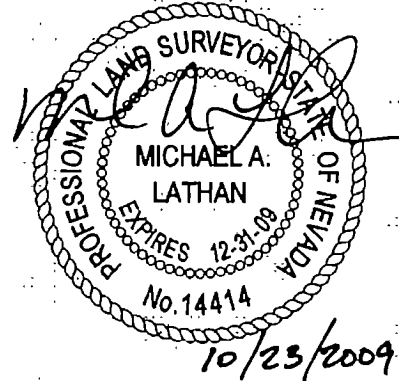
APN: 138-25-518-001

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

DRC Surveying Nevada, Inc.

9330 West Martin Avenue
Las Vegas, NV 89148

LV07-537
LV07-537 LVVWD-4.DOC
October 21, 2009
Page of



EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND WITHIN THE "DECATUR AND VEGAS" COMMERCIAL SUBDIVISION, GENERALLY LOCATED WEST OF DECATUR BOULEVARD AND SOUTH OF VEGAS DRIVE FOR WATER EASEMENT PURPOSES.

LAND DESCRIPTION

THAT PORTION OF LOT 1 OF THAT CERTAIN PLAT KNOWN AS "DECATUR AND VEGAS, A COMMERCIAL SUBDIVISION" ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE IN BOOK 141, PAGE 41 OF PLATS, SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST RIGHT-OF-WAY LINE OF DECATUR BOULEVARD (WIDTH VARIES); THENCE NORTH 00°42'34" WEST ALONG THE EAST LINE OF SAID LOT 1, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 122.42 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°17'26" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°42'34" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°17'26" EAST, A DISTANCE OF 15.00 FEET TO SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°42'34" EAST ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING AN AREA OF 300 SQUARE FEET.

BASIS OF BEARINGS

NORTH 89°57'34" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141 OF PLATS, AT PAGE 41.

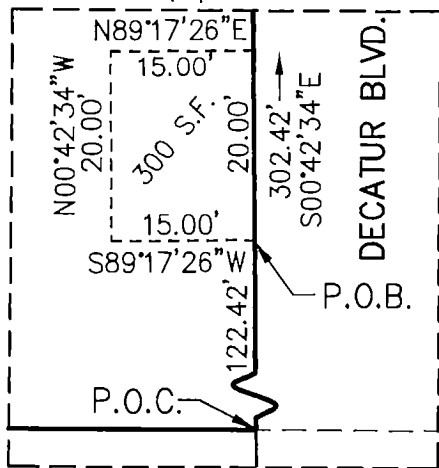
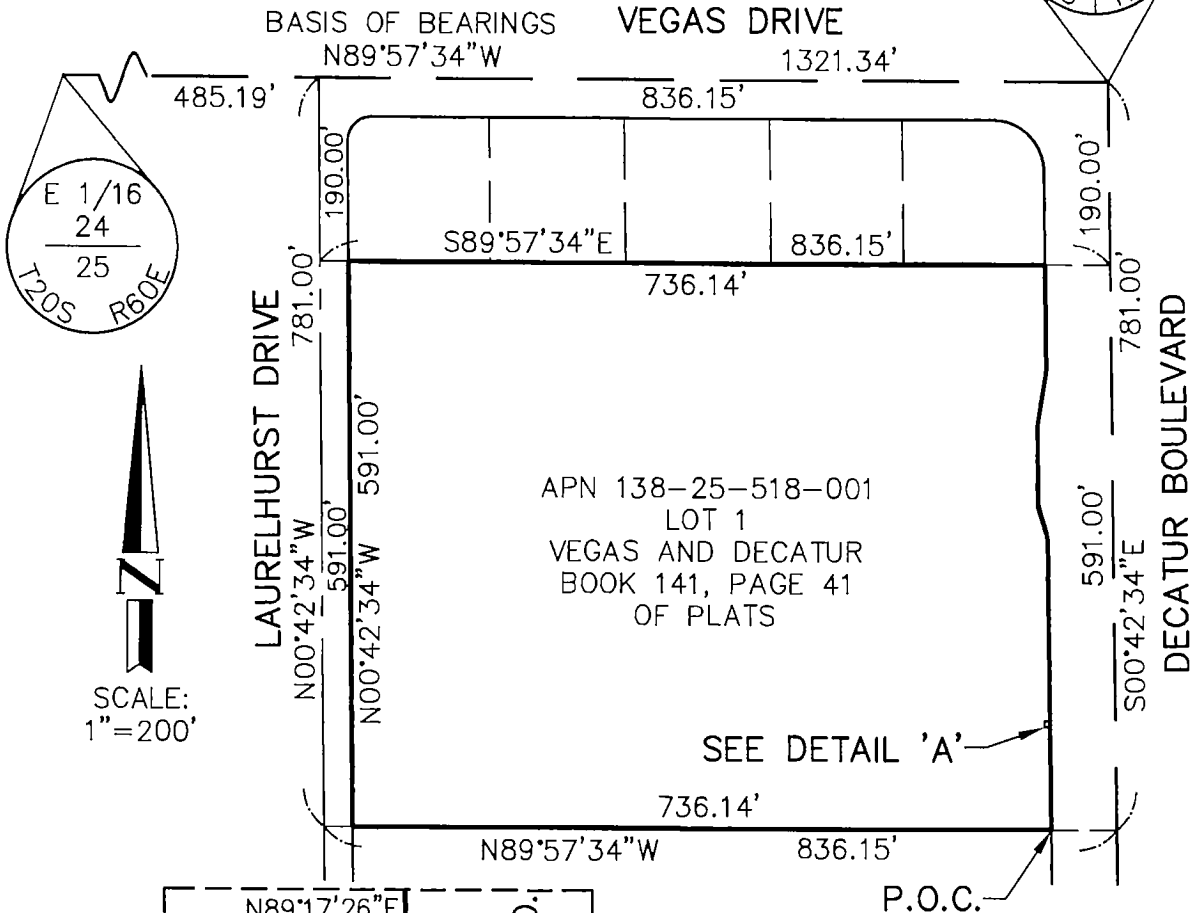
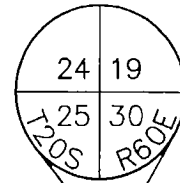
END OF DESCRIPTION.

EXHIBIT "B"
LVVWD EASEMENT

PAGE ___ OF ___

APN: 138-25-518-001

GRANTOR: CITY OF LAS VEGAS REDEVELOPMENT AGENCY



DETAIL 'A'
SCALE: 1"=20'

20 OCTOBER 2009
LV07-537 LVVWD.DWG (LVVWD-4)



DRC Surveying Nevada, Inc.

9330 WEST MARTIN AVENUE
LAS VEGAS, NEVADA 89148
(702) 270-6119

Parcel name: LVVWD-4

| | |
|---------------------------|------------------|
| North: 9341.5200 | East : 9938.1484 |
| Line Course: S 89-17-26 W | Length: 15.00 |
| North: 9341.3343 | East : 9923.1496 |
| Line Course: N 00-42-34 W | Length: 20.00 |
| North: 9361.3328 | East : 9922.9020 |
| Line Course: N 89-17-26 E | Length: 15.00 |
| North: 9361.5185 | East : 9937.9008 |
| Line Course: S 00-42-34 E | Length: 20.00 |
| North: 9341.5200 | East : 9938.1484 |

Perimeter: 70.00 Area: 300. S.F. 0.006 ACRES

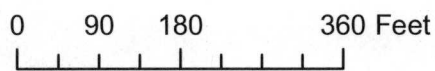
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Error North: 0.00000 East : 0.00000

Precision 1: 70,000,000.00

Site Map



APN: 138-25-518-001

11/12/09



AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

SUBJECT:

Discussion and possible action regarding a Memorandum of Understanding between the Culinary Workers' Union, the city of Las Vegas, and the City of Las Vegas Redevelopment Agency (RDA) regarding labor matters within the City of Las Vegas and city of Las Vegas Redevelopment Area (\$25,000 – Special Revenue Funds) – All Wards [NOTE: This item is related to Council Item 37]

Fiscal Impact

- No Impact
- Augmentation Required
- Budget Funds Available

Amount: \$25,000

Funding Source: Special Revenue Funds

Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:

In order to avoid future litigation and conflicts regarding matters concerning RDA expansion, major projects within the City of Las Vegas and RDA, and matters concerning labor relations, staff has reached agreement with the Culinary Workers' Union on a Memorandum of Understanding.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Memorandum of Understanding
3. Submitted at Meeting – Copy of Code Section 161.30.1 for City of Pittsburgh by Staff

Motion made by GARY REESE to Approve

Passed For: 4; Against: 2; Abstain: 1; Did Not Vote: 0; Excused: 0

RICKI Y. BARLOW, STEVE WOLFSON, OSCAR B. GOODMAN, GARY REESE; (Against-LOIS TARKANIAN, STAVROS S. ANTHONY); (Abstain-STEVEN D. ROSS); (Did Not Vote-None); (Excused-None)

NOTE: MEMBER ROSS disclosed that this item involves the remote nexus to the development of the new City Hall, and, as the Secretary/Treasurer of the Southern Nevada Building and Construction Trades Council, he is involved in negotiations with Forest City to secure union jobs on the project. So he would be disclosing and abstaining on the advice of the City Attorney on all matters relative to the City Hall project until he receives further direction from the Nevada Ethics Commission.

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

Minutes:

EXECUTIVE DIRECTOR FRETWELL stated that the Memorandum of Understanding (MOU) is between the City of Las Vegas Redevelopment Agency and the Culinary Workers' Union. Staff has been in discussions with the Culinary Union regarding matters pertinent to redevelopment, including the new City Hall project, and have had several legal battles and discussions. Despite the difficult dialogue, staff kept the lines of communication open, and the proposed MOU includes part of that dialogue. She indicated that BILL ARENT, Operations Officer of the Redevelopment Agency, would go over the details of the MOU and CITY ATTORNEY BRAD JERBIC would provide specific details about one key component of the document relative to the labor peace agreement section. She pointed out that compromises sometimes mean the parties involved do not get exactly what they want, especially when both parties hold staunch positions.

MR. ARENT summarized the MOU included in the backup documentation, which is effective for five years.

CITY ATTORNEY JERBIC detailed the forthcoming ordinance. The most complex of the MOU is Section 1.3 that requires the enactment of a labor peace ordinance, which is not required for adoption now. If the MOU is approved with a desire for a labor peace ordinance to take effect, such an ordinance will be introduced for consideration and enactment by the City Council. If there is no desire or need for the peace ordinance to take effect, the MOU will be nullified. The City of Las Vegas will draft an ordinance based on an ordinance from the City of Pittsburgh, Pennsylvania, a copy of which he filed for the record. A labor peace ordinance requires that a developer use a union that represents hospitality workers in large projects where the city, and in this case, the Agency as well, has either a proprietary or a financial interest. The Agency has a proprietary interest in two projects, but they are not large hospitality projects. This MOU requires both components; a large hospitality/gaming project and proprietary and financial interests. Neonopolis is one of the projects where the City only has a financial interest and receives money on a rate of return, as well as The Fremont Street Experience, from which the City receives net rental proceeds for the Red Parking Garage. Both of these projects involve direct financial pecuniary interests. Neither TIF (tax increment financing) agreements nor giving-of-land agreements give a direct financial or pecuniary interest in a project. These agreements are written in a way to prevent the loss of income stream and revenues due to labor disruptions. Labor peace agreements require the developer to use organized labor to represent hospitality employees and for the organized labor to agree to a no-strike clause that guarantees the income stream is not interrupted.

The term contracts in the Pittsburgh ordinance refers to contracts directly related to revenues received as rents, royalties or other income percentages of revenues of an enterprise or payments. These are directly related to the income received by the businesses that then come to the Agency or the City of Las Vegas. If that component is not there, it is not considered financial or pecuniary interest and would not apply. The ordinance is being drafted and it will possibly be introduced at the second City Council meeting of December or the first meeting in January.

CHAIR GOODMAN ascertained with CITY ATTORNEY JERBIC that TIF and Special Improvement Districts (SIDs) would not be affected. The only way those arrangements would be affected, for example, is if TIF monies are loaned and payment is received from the proceeds of the business.

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

DEE TAYLOR, 1630 South Commerce Street, Culinary Workers' Union, stated the union has had a very acrimonious relationship with the City regarding all the redevelopment in the downtown. The compromise came about because people are passionate and are worried about the City. He supports the MOU because it addresses many of the concerns that both the Culinary and the Agency members have mentioned many times, including schools, housing, living wage, labor peace agreement, which would protect the City's proprietary interests. Many of these types of agreements have been enacted in cities throughout the country for the hospitality industry. This agreement would allow the Culinary to respect whatever decision the City Council makes with regard to the new City Hall, and for any other future redevelopment projects. He thanked the City employees, CHAIRMAN GOODMAN and the other Agency members for their attention to this matter.

MEMBER WOLFSON observed that a compromise is good, even though both parties may not receive everything requested. The Citizens Review Committee will provide a voice from the citizens. He remarked that MR. TAYLOR and the Agency members represent people that share the common goals of seeking quality of life and living in a vibrant city. He thanked EXECUTIVE DIRECTOR FRETWELL and MR. TAYLOR for reaching a resolution.

MEMBER ANTHONY stated that he spent many hours reviewing the MOU and has a lot of reservations, as do many of his constituents, noting that this matter is not about the developer, the Culinary leadership or its members. He opposed entering into this agreement, because as an elected official, he feels compelled to make every attempt to provide a climate of economic strength and overall quality-of-life opportunities for the residents without any strings attached, which this agreement has many of.

In good times, the City, under the leadership of the Mayor and Council, must be able to approve projects that make fiscal sense. A vote for denial considers the long-term state of the City, but approval of this MOU would handcuff the Agency on future matters involving similar projects.

MEMBER TARKANIAN commented that she has been a good friend to the Culinary Union for many years and even turned down donations to protect the best interest of its members. Although she regards having an advisory committee as positive in order to get more input, she is concerned that the MOU does not spell out how many members or how it would be funded. So her hesitation is not due to what MR. TAYLOR presented. She is also concerned that she did not promptly receive a copy of this MOU in order to have ample time to review it in order to ensure protection to the City and its citizens.

CHAIRMAN GOODMAN stated that sometimes it is necessary to bend, and even though there is a lot of discord, both parties felt that they were taking the right position for the citizens, noting that the redevelopment area may be the one area that has the potential to create jobs. After meeting with MR. TAYLOR over the Thanksgiving weekend to discuss matters affecting the public, they agreed to cede and to stand united to meliorate the situation and to foster a relationship.

The Chairman believes that with the union's help, the City will avert a severe decree in upcoming legislative sessions and protect the Redevelopment Agency. Without the arduous efforts of the

REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

Agency, thus far, the development projects in place would not have occurred. He noted that redevelopment money is to be used to improve the designated area and anyone who thinks otherwise is not well informed. He thanked those that assisted in the City being able to prevail in court.

MEMBER TARKANIAN emphasized that her only concern is the lack of specificity in the MOU and would, therefore, prefer more time to better peruse it and get answers to her questions.

STAN WASHINGTON thanked MEMBER ANTHONY on his points and agreed that this matter should be held for further discussion. Although there are many good points to the MOU, the reason the agreement came about is due to the disagreements between Local 872 and the Culinary Union and its members. He believes that the way to get ahead with the City is to file lawsuits and opined that approval of this MOU will set a precedent, as MEMBER ANTHONY had stated.

ANTHONY HODGES advised that all parties need to be good citizens and take chances in order to make progress and improve the City. CHAIRMAN GOODMAN has done many great things for this community.

JUANITA CLARK, Charleston Neighborhood Preservation, asked about the MOU term "between" and asked if this matter is in compliance with the Open Meeting Law, to which CITY ATTORNEY JERBIC replied in the affirmative.

MS. CLARK objected to the third party mentioned in the MOU because it seems as if there is another stakeholder involved. An MOU is great, as long as all matters are clarified, even if they seem miniscule. She expressed confusion about the language regarding the adoption of a labor peace ordinance.

GENE COLLINS was content that a closure was reached on this matter.

MEMBER REESE thanked everyone involved and appreciated the comments and concerns of MEMBERS TARKANIAN and ANTHONY, but regarded the activity of the Redevelopment Agency as being very important to the local economy. MR. FAYLOR represents a labor union, but, as an elected official, he represents all the people. This MOU is just an understanding and not binding.

MEMBER BARLOW pointed out that the job and decisions of an elected official are sometimes very difficult, but felt that compromise is necessary on many occasions. He appreciates the efforts of both parties and supported the MOU, as he believes it is in the best interest of the entire community.

MEMBER REESE felt that it is important for government to work together and sometimes yield for the greater good of the community.

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

**ITEM DESCRIPTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE
CULINARY WORKERS' UNION, CITY OF LAS VEGAS AND
CITY OF LAS REDEVELOPMENT AGENCY**

In order to avoid future litigation and conflicts regarding matters concerning RDA expansion, major projects within the city of Las Vegas and RDA, and matters concerning labor relations, staff has reached agreement with the Culinary Workers' Union on a Memorandum of Understanding (MOU) which addresses mutual cooperation in areas concerning:

1. Creation of a Citizens Advisory Committee to the RDA
2. Planning Future Expansions of the Redevelopment Area or New Redevelopment Areas with an Emphasis on Neighborhood Stabilization
3. Enacting a Labor Peace Ordinance
4. Conducting a Living Wage Study and Related Public Input Process
5. Making City Hall Financing a Redevelopment Priority
6. The Culinary Workers' Union Refraining from Further Referenda and Lawsuits
7. The Culinary Workers' Union and City Cooperation in State Legislative Efforts

The term of this MOU is five years from the date of execution, but may be extended by mutual agreement in writing among the parties for two additional extension terms of two years each. Staff recommends approval and execution by the Chairman of the RDA.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the ^{2nd} day of December, 2009, by and between the CULINARY WORKERS UNION (the "CWU"), and the CITY OF LAS VEGAS (the "City"), and LAS VEGAS REDEVELOPMENT AGENCY (the "RDA"). CWU, RDA, and the City are sometimes referred to herein collectively as the "Parties."

RECITALS

A. The City has plans for development of a new City Hall to provide a catalytic impact on the redevelopment of downtown Las Vegas by stimulating the redevelopment of over 45 acres of property, thus creating approximately 13,000 jobs and an estimated \$15 – 20 million in new incremental property tax revenues;

B. The RDA is actively involved in the redevelopment of the urban core of downtown Las Vegas, with the end goal of creation of new jobs and enhancing property values and the quality of life for RDA area residents and the citizens of the City, and to continue expansion of RDA initiatives into other blighted areas of the City to do the same;

C. The CWU, City, and indirectly RDA have been involved in disagreements about the future of the City Hall project, redevelopment and other matters, and all parties believe it in their mutual best interests to reach agreement in an amicable and positive manner, such that the parties may mutually support each other in key endeavors such as the City Hall project and labor peace agreements so that economic expansion may continue to the benefit of workers and citizens in the City of Las Vegas

NOW, THEREFORE, in consideration of the foregoing recitals, the CWU, RDA and the City agree to memorialize their understandings as follows:

- 1.1. **Create a Citizens Advisory Committee to the Redevelopment Agency.** The City of Las Vegas will establish a Citizens Advisory Committee ("the Committee") to provide input on the Redevelopment Agency's proposed projects and programs. In addition, the Committee will have the power to recommend programs and projects to the Agency for its consideration. The Committee will meet monthly, and the composition should include residents, stakeholders and other parties with a strong interest in redevelopment.
- 1.2. **Plan Future Expansions of the Redevelopment Area or New Redevelopment Areas with an Emphasis on Neighborhood Stabilization.** The City and RDA will evaluate future expansion of the existing RDA area or new RDA areas, or new RDA's, with an emphasis on areas where blight exists such that current neighborhoods are at risk of decay, further deteriorating property values and tax revenues to recipients of existing property taxes such as the Clark County School District. The City will work with the Clark County School District to create a mechanism of support to further educational endeavors that have a nexus with new redevelopment areas and subsequent planned redevelopment projects when financially feasible.
- 1.3. **Enact a Labor Peace Ordinance.** City and RDA are involved in a variety of projects in which a labor dispute could adversely impact the financial interests of the City in a project (e.g. where the City sells or leases land, or provides financing or financial incentives to a developer). While prevailing wage laws protect the City against labor disputes during the construction phase of a project, there are no protections for the City

during the operational phase. Following the example of other cities around the country, such as the City of Pittsburgh, Pennsylvania, and as a condition precedent to this MOU becoming effective, the City will introduce a labor peace ordinance and shall adopt the ordinance by June 30, 2010 that applies to large hospitality projects. The labor peace ordinance will require that for gaming hospitality projects where the City has a financial and proprietary interest, the developer must obtain a labor peace agreement with an appropriate union. The labor peace agreement prohibits the union from striking or picketing a specific project.

- 1.4. **Living Wage Study and Public Input Process.** City will provide funding of \$25,000 and work with CWU in commissioning a living wage study to be completed no later than September 30, 2010 which objectively analyses the costs and benefits of requiring that living wages be paid by employers in projects that receive public subsidies or incentives. The findings of the study will be presented for public input in a public hearing held by the Las Vegas City Council on the matter.
- 1.5. **City Hall Financing a Redevelopment Priority.** The City and RDA agree to make the financing of city hall a priority for the use of sale proceeds of land and tax increment financing on future projects within the RDA, so long as the existing debt, contractual, and operational obligations of the City and RDA are undisturbed.
- 1.6. **CWU Refrains from Further Referenda/Lawsuits.** The CWU and its principals, agents and officers agree to refrain from pursuing any further lawsuits, initiatives or referenda regarding opposition to city hall, the RDA or related matters. Any prior demands, threatened or pending litigation, including, but not limited to any unfiled complaints against the City ("Claims"), have been and are withdrawn and will not be pursued by CWU and its principals, agents and officers..
- 1.7. **Term of Agreement.** The term of this Agreement is five years from the date of execution, but may be extended by mutual agreement in writing among the parties for two additional extension terms of two years each.
- 1.8. **CWU and City Cooperation in State Legislative Efforts.**
 - (a) The CWU recognizes that redevelopment of downtown and near-downtown areas of the City is essential to the City's long-term health. Redevelopment issues are inherently complex and involve many competing financial, social, and legal issues. These issues requiring an integrated, balanced approach that could be disrupted by legislative efforts that are not coordinated with, and might even contradict, the plans made by those responsible for redevelopment efforts in consultation with core constituencies.
 - (b) The City acknowledges the CWU as one of those core constituencies. The CWU's offices are located in the City in an area that will be affected by redevelopment plans and its members are the largest organized group of people who work in the City in areas slated for redevelopment. Also, many of the CWU's members live in the City and form one of the largest organized groups of City residents.
 - (c) In consideration of the undertakings made by the City in this Agreement to broaden the process of consultation about redevelopment, the CWU will take a position of neutrality in regard to legislative action affecting the redevelopment projects, except to the extent that the City and the CWU

mutually agree that the CWU's involvement in legislative matters will further the interests of a balanced and successful redevelopment process.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first above written.

CULINARY WORKERS UNION:

By: *D.R. Taylor*
Name: D.R. TAYLOR
Title: Secretary Treasurer

CITY:

CITY OF LAS VEGAS
a Nevada municipal corporation

*Approved
11/18/09*

By: _____
Name: OSCAR GOODMAN
Mayor

ATTEST:

By: _____
Name: BEVERLY BRIDGES
Clerk

LAS VEGAS REDEVELOPMENT AGENCY:

*Approved
11/18/09*

By: _____
Name: OSCAR GOODMAN
Chairman

ATTEST:

By: _____
Name: BEVERLY BRIDGES
Secretary

161.30.1 REQUIRING CONTRACTORS AND EMPLOYERS OF EMPLOYEES HIRED TO STAFF HOSPITALITY OPERATIONS TO BE SIGNATORY TO COLLECTIVE BARGAINING AGREEMENTS WHERE THE CITY OF PITTSBURGH HAS A FINANCIAL OR PROPRIETARY INTEREST.

(a) *Union contracts: no work stoppage: arbitration.* Each and every contractor and employer of employees hired to staff hospitality operations shall be or become signatory to valid collective bargaining agreements or other contracts under 29 U.S.C. Section 185 with any labor organization seeking to represent hospitality workers employed in the contractor's and/or employer's hospitality operations in a capital project as a condition precedent to its contract with the City of Pittsburgh. Each collective bargaining agreement or contract must contain a provision prohibiting the labor organization and its members, and in the case of a collective bargaining agreement, all employees covered by the agreement, from engaging from any picketing, work stoppages, boycotts or any other economic interference with the hospitality operations of contractor or any persons under contract to it for the duration of the time required for the repayment of public indebtedness incurred to finance the acquisition or development of such capital project, or for the duration of contractor's contract or contracts with the City for the operation of such capital project, whichever period of time is more extensive (the "no-strike pledge"). Each agreement must provide that during this time period, all disputes relating to employment conditions or the negotiation thereof shall be submitted to final and binding arbitration. Each and every contractor and employer of employees hired to staff hospitality operations shall require that any work under its contract or contracts with the City to be done by the contractor's or employer's contractors, subcontractors, tenants or subtenants shall be done under collective bargaining agreements or other contracts under 29 U.S.C. Section 185 containing the same provisions as specified above. A contractor or employer shall be relieved of the obligations of this section with respect to a labor organization if the labor organization places conditions upon its No-strike pledge that the City Council finds, after notice and hearing, to be arbitrary or capricious.

(b) *Definitions.*

"*Contractor* " as used herein means any person party to a contract.

"*Person* " means and includes a sole proprietorship, partnership, corporation, joint venture or business organization of any kind.

"*Employer* " means an employer of employees hired to staff or work at a hospitality operation.

"*Contract* " means any contract, lease or license from the City to use any City property for the conduct of hospitality operations, or under any contract, lease or license pursuant to which the City is entitled to receive as rents, royalties or other income a percentage of the revenues of an enterprise, or any payments in connection with financing providing by or through the City, or any subcontract, sublease, sublicense or other transfer or assignment of any right, title or interest received from the City pursuant to any such contract, lease or license.

"*Hospitality operations* " means hotels or motels, providing lodging and other guest accommodations and restaurants, bars, clubs, cafeterias and food and beverage operations and does not include sport stadium operations.

"*Valid collective bargaining agreement* " as used herein means a collective bargaining agreement entered into between the person contracting or subcontracting to provide services and a labor organization lawfully serving as the exclusive collective bargaining representative for the employees who provide or will provide services pursuant to such a contract.

"*Contract under 29 U.S.C. Section 185* " as used h erein means a contract to which 29 U.S.C. Section 185 (a) applies, as that provision has been interpreted by the United States Supreme Court.

"*City* " means the City of Pittsburgh, Pennsylvania.

"*City Council* " means the City Council of the City.

"*Capital Project* " has the same meaning as in Pennsylvania Senate Bill 10 P.N. 313.

"*Hospitality workers* " means all full-time or part-time employees in a hospitality operation, except supervisors, managers and guards.

(c) *Severability*. If any section or portion of a section of this agreement is declared illegal, invalid or inoperative, in whole or in part, by any court of competent jurisdiction, the remaining sections and all portions not declared illegal, invalid or inoperative shall remain in full force or effect, and no such determination shall invalidate the remaining sections or portions of the sections of this ordinance.

(Ord. 22-1999)

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

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:

ANTHONY HODGES wished the Agency and everyone present the best and asked them to make compromises in order to make this City a better place and to once again think and act as a united people.

STAN WASHINGTON stated that the only good thing coming from the MOU is that the City is willing to listen to people, which will be of great help for upcoming projects and agreements that might be necessary for the local workforce. He pointed out that the primary stakeholders are the minorities, and they should be considered first in all labor agreements and for all projects. He previously asked for a minority participation report on the performing arts center project, but has not received any response. EXECUTIVE DIRECTOR FRETWELL asked MR. WASHINGTON to meet with her next week and MEMBER BARLOW asked her to include him in the meeting.

GENE COLLINS mentioned that he has been a part of every movement that has occurred in this community for the past 25 years, including the redevelopment movement. He stressed that it is important to come together and to include the West Las Vegas community.



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

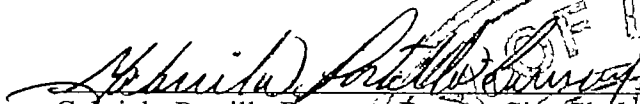
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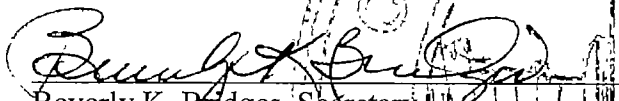
AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

Minutes:

The meeting was adjourned at 9:29 a.m.

Respectfully submitted,


Gabriela-Portillo Brenner, Deputy City Clerk
December 10, 2009


Beverly K. Bridges, Secretary

