

LAWYER

Calvin R. X. Dunlap

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*Calvin R. X. Dunlap
Monique Laxalt
and Associates*

September 21, 2006

Richard Wright Esq.
300 S. 4th St., Suite 701
Las Vegas, NV 89101

Via facsimile 1-702-382-4800

Re: Royal Links Investigation

Dear Mr. Wright,

Thank you for your letter dated September 20, 2006 transmitted by fax. I have been in Court so have not had the opportunity to respond, until now. The discs containing the records which received from the City of Las Vegas were sent to Senn-Meulemans will be forwarded to you by them under separate cover. Additionally, I enclose some documents that were initially designated as "privileged", but later released to us.

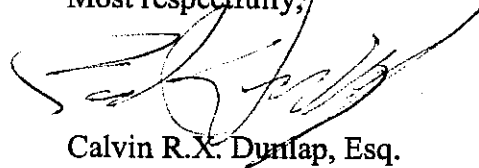
Your letter refers to our September 13, 2006 telephone conversation. As you will recall, we discussed the matters addressed in you letter, as well as related matters, at length. I pointed out the fact that Mr. Walters had spoken on television about these matters and that he (with you present, as you pointed out) was interviewed by Metro. I informed you that we had a number of questions in light of our review of the approximately 17,000 pages of documents we have obtained and as a result of the interviews of many people regarding Walters Group transactions and related matters. I request that he do nothing more than what he has done in the past, answer questions about these matters of great public interest involving transactions with public entities and involving matters in which the citizens of Las Vegas and Clark County have a significant financial stake. Among other things, you stated that you would confer with your client and, then, get back to me. Thank you, again, for doing so. I am puzzled as to why when he has openly discussed these matters on television and with law enforcement, he would not want to make sure that our report to the Attorney General contains all relevant information and documents and his perspective. I renew our request that he answer our questions, with you present, if you prefer.

Regarding the document requests, while I agree than some of them can fairly be described as "confidential", I think many, if not most, of the documents are documents that could not result in any meaningful invasion of Mr. Walters' or his companies privacy rights, especially those that are the basis for or are involved in the several transactions with public officials and entities and that formed the basis for his representations to and presentations to them. That said, I respect his right

Richard Wright, Esq.
September 21, 2006
Page 2

to follow your advice. Again, I request that you reconsider your position so that our report can contain all relevant information and documents.

Most respectfully,

A handwritten signature in black ink, appearing to read "Calvin R.X. Dunlap". The signature is fluid and cursive, with a large initial "C" and "D".

Calvin R.X. Dunlap, Esq.

CRXD/ekb

bcc: C. Meulemans, Esq.

LAW OFFICES OF
SENN MEULEMANS, LLP
Three Embarcadero Center, Suite 2310
San Francisco, California 94111
PHONE: (415) 433-1500
FAX: (415) 433-1508

FAX COVER SHEET

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TO: Cal Dunlap

Fax Number: 775/ 323 5454

Phone Number:

RE:

FROM: Wayne Burkamp

DATE: 9/13/2006

No. of Pages, incl. Cover Sheet: 26

Originals Will Follow by Mail: Yes No

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**PRIVILEGED DOCUMENTS FROM
CITY ATTORNEY'S OFFICE
RECEIVED MARCH 31, 2006**

Calvin R. X. Dunlap

LAWYER

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Calvin R. X. Dunlap
and Associates

FACSIMILE COVER SHEET

DATE: March 1, 2006

TO: Wayne Burkamp, Esq.
FAX: (415) 433-1508

FROM: Cal Dunlap, Esq.
FAX: (775) 323-5454

TOTAL NUMBER OF PAGES TRANSMITTED: 26
(Including this Cover Sheet)

RE: *Royal Links Golf Course*

MESSAGE: ATTORNEY-CLIENT PRIVILEGED MATERIALS RECEIVED TODAY.

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09/13/2006 09:39 FAX 415 433 1508

Mar 01 06 03:14p CAL DUNLAP LAW OFFICE

004
p.2

3/01/2006 14:18 FAX 702 386 1749

LV CITY ATTORNEY

001

LAS VEGAS CITY ATTORNEY'S OFFICE
400 East Stewart, 9th Floor
Las Vegas, Nevada 89101
Telephone: (702) 229-6629
Fax: (702) 386-1749

TO: Cal Dunlap, Esq.

FROM: Bill Henry, Esq.

DATE: 3-1-06

NUMBER FAXED TO: 775-323-5454

NUMBER OF PAGES (INCLUDING COVER SHEET): 25

INSTRUCTIONS AND COMMENTS:

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OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: BRAD JERBIC	FROM: JOHN REDLEIN <i>JR</i>
SUBJECT: GOLF COURSE RFP @ STEPHANIE & VEGAS VALLEY	COPIES TO: LYNN MACY

This afternoon I spoke to the engineers at Kleinfelder who accepted the job of preparing the engineering report for Dick Goecke at this proposed golf course site. As you know, the report later appears to have been delivered to the Walters Group at the direction of, or with the permission of, our Director of Public Works. This was done without the knowledge of the competing bidder for this public works project, Dick Kohlman. He was later given proof of these events by an anonymous person.

I learned that Dick initially met with the Kleinfelder engineers at the site and ordered more than what was reported to us to be a 'soils' report. This report is styled as a "Geotechnical Feasibility Study" which encompasses all the following: seismic considerations; grading; foundation excavation and compaction; paving; foundation construction; as well as soil drainage and the corrosive quality of the soils relevant to planting at the site. The City paid \$2,000 for the report and it was delivered to Walters simultaneously with its delivery to the City — before the time bids were to be submitted for this project. This sort of information would indisputably affect the quality and accuracy of a submitted bid if possessed by the bidder. I received a specific report from a member of the City's bid screening committee that Walters' presentation demonstrated an impressive command of the soils and drainage considerations at the site.

Within an hour of my conversation with the Kleinfelder engineers, I received a telephone call from a shaken Councilman McDonald who informed me that he had just been roasted by the Mayor for permitting this inquiry to occur. She informed him that I was working on this project and made it plain that it should go no further. McDonald was the contact because, as he told me, the Mayor was expecting him to get this project on the next agenda to award the contract. He asked me to stop my inquiries until I spoke to him or the Mayor tomorrow. I had a meeting soon after with Lynn Macy and Steve Houchens. The Mayor had just been after Lynn on the same subject. The Mayor was evidently so angry that Lynn had some concern that she might be punished for asking me to work on this.

I promised Lynn that I would make plain that she did not initiate the investigation — it was reported to our office by Lynette Boggs as she left the employment of the City. We turned it over to the City Manager's office and eventually received a request to give advice on whether the contract could *legally*

be awarded under these circumstances. Further, that we advised Lynn that an investigation was inevitable because of the fact that the competing bidder, while not supplied with the report, was aware that the City had ordered it and had supplied it to his competitor. I felt that we needed to act and guessed that the only reason Mr. Kohlman had not made this public was that he was probably just waiting for the award to go against him to create a better lawsuit against the City.

I have researched the law and learned that an unfairly treated bidder does have grounds for obtaining a writ to prevent the contract from going forward because of an irregularity. Suits for damages are not generally entertained — the thinking of the courts seems to be that permitting legal actions for money damages would only punish taxpayers twice (the first being for a bad decision on award of the contract). There is some legal authority for the proposition that an unfairly treated bidder can recover his costs in preparation of his bid. Finally, awarding the bid in these circumstances is a waste of time. Secret information supplied to only one bidder makes the awarded contract void. See Attached extract from *McQuillin on Municipal Corporations*. It is not "competitive bidding" when the competition is not fair. I think it is safe to assume that the last thing in the world the Mayor wants is a legal process which would inevitably have this mess on the front page of the paper when it is so easily cured. A common sense of fairness, entirely aside from legal issues, would suggest that, when she learns all the facts, the Mayor will agree that the only sensible thing to do would be to share the report and circulate a new RFP.

There is no way I could, as counsel for the City, do anything other than advise each member of the City Council of the legal repercussions of going forward with the current bid situation. I find it difficult to believe that there would be much support for awarding the contract based on this marred RFP. If all members of the Council were made aware of this, sooner or later it would become public, no matter how well we protected the confidentiality of our client's business. I will attempt to persuade the Mayor that the only safe, fair and legal solution is to readvertise the project with the geotechnical report attached — no explanations have to be given. If every bidder has the benefit of the same information, the best man will get the job. It may be that Billy Walters will eventually deserve to get this project, but action by City staff which appears to have been calculated to help him ruined his chances this time around.

§29.52

MUNICIPAL CORPORATIONS

assumed that an advertisement for bids was correct, in due form, and duly made.

The specifications should be clear, definite, reasonable, and identical to all bidders. Those relating to public improvements must be made sufficiently definite and certain that all may know what each is bidding upon, and that any bidder who secures the contract may be compelled to perform it in a way to produce the kind, character and grade of improvement desired, and so that liability upon his or her bond may result from the bidder's failure to do so.

Specifically, bidders should be informed, by the advertisement or the specifications on file, of: (1) the quantity or amount of the work or supplies, whenever it can be specified; (2) the time within which the work is to be finished or the supplies furnished; (3) the manner in which the work is to be done; (4) the quality of the materials, if any, to be furnished; and (5) any other matter necessary to enable bidders to bid intelligently. Where neither the statute nor the charter contains any provisions in regard to the specifications, such information is to be put within reach of bidders as will enable them to bid intelligently, and will enable the city to know whose bid is lowest.

In order to attain competitive bidding in its true sense, bids must be invited under circumstances which afford a fair and reasonable opportunity for competition. Consequently it is essential that the bidders, so far as possible, be put on terms of perfect equality, so that they may bid on substantially the same proposition, and on the same terms. Hence, a contract awarded to a bidder who has been furnished secret information is void. So, too, to render the contract valid the bid accepted must be made upon the information furnished by the specifications. Thus, the awarding of a contract for second-hand material, when new material was specified, is void where no notice was given to the other bidders nor an opportunity given them to bid on that basis. Plans and specifications must be furnished to all alike, and they must contain all information necessary to enable the bidders to prepare their bids. Furthermore, the advertisement must contain the terms, conditions and requirements contained in the ordinance authorizing the contract and in the event of an omission the bidding process is rendered void.

Advertisements for bids and specifications must be of sufficient definiteness to require competition on every material item,

OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL	FROM: JOHN REDLEIN
SUBJECT: LINKS GOLF COURSE DEVELOPMENT	COPY TO: BRAD JERBIC

DRAC

CHRONOLOGY

1. Developer group named Evening Sun originates unsolicited proposal for development of golf course on City land at Vegas Valley and Stephanie. After presentation of their concept, Evening Sun is informed that the City would prefer to circulate a Request for Proposals (RFP), soliciting competitive development proposals. [11-5-96]
2. City staff meets with Walters' design-build team at the Vegas Valley and Stephanie site to discuss feasibility of golf course development. No such access was given to other potential developers. [12-5-96]
3. A Comprehensive Geotechnical Feasibility Study by Kleinfelder Engineering, paid for by the City, was completed and delivered to Walters. It was not shared with any other competitors for the project. The report covers all aspects of soil conditions at the site. [12-11-96]
4. The RFP for development of a golf course at the site is published. The RFP specifies that *"No soil analysis of the site has been conducted and any such analysis would be the responsibility of the Developer"*. [12-12-96]
5. Upon advice of City Attorney, the first RFP process is abandoned because of release of the Kleinfelder report to only one competitor. [4-97] A second, accelerated, RFP process gives other competitors 14 days to submit proposals, utilizing the Kleinfelder report Walters had the use of for 5 months. [4-97]
6. Evening Sun withdraws from the RFP process with the explanation that the City appears determined to award the bid to Walters and that they have no faith they will be treated fairly. The President of Evening Sun mentions contacting "press" & "proper authorities". [5-97]
7. American Golf withdraws from the RFP process and Walters becomes their consultant in negotiating the new Municipal Golf Course concession contract. [5-97]

CONTRACT DETAILS

8. City Council awards project to Walters with specific provision requiring that the developer is responsible for bringing all water to the site. [7-97] City subsequently agrees to modify this condition and supply effluent to the golf course from the Wastewater Treatment Facility. [12-97]

9. Walters' Development Proposal specified that he would construct lakes and ponds on the golf course. City's Lease and Management Agreement specifies that the land is being leased solely for the construction of a facility "as described in the Development Proposal".

10. The Water Provision Agreement requires that Walters complete construction of "retention basins, storage tanks, reservoirs and other storage facilities which are sufficient to store the effluent sold to Nevada Links...upon the Leased Property" by 7-1-98. The City obligation is to provide water to these storage facilities by construction of a "lift pumping station". The Water Provision Agreement may not be changed or modified except in writing.

11. City Council approves contract modification of nitrification construction project previously awarded to Western Summit at Wastewater Treatment Facility by adding 1.6 million dollars for construction of high pressure water delivery system to Links golf course. This high pressure system costs approximately four times the amount necessary to construct a lift pumping station. City Attorney advises Manager's office that a water delivery system is not proper for a contract modification and must, as a separate project, be put to competitive bidding. [1-98]

12. Walters requests 25 acre expansion of the project by use of additional land within the Wastewater Treatment Facility. [12-97] City Attorney advises staff that this is a modification of the original proposal which should be avoided. [1-98] No City Council action is taken to expand the scope of the project.

13. The pre-construction schedule set forth in Walters' Lease and Management Agreement is based upon the occurrence of the following events, in the following sequence:

- I. Mutual written agreement upon a "Commencement Date" which requires that all of the following have occurred: 1) The City provides a policy of title insurance; 2) No notice has been received from Walters that he expects problems in obtaining necessary permits and approvals to proceed; 3) Walters has provided the City with an environmental assessment report on the site which is satisfactory to the City; 4) The City Council has reviewed and approved all aspects of Walter's financing for the project; 5) All appropriate zoning has been received.

It was expected that the Commencement Date would occur within 180 days

necessary). Further, the plans include four permanent holes on the fourth parcel, which Walters has never been given permission to use. Recently vacated Stephanie Street is also shown as now being incorporated into the golf course. All four parcels and Stephanie Street have already been graded by Walters, despite the fact that the predicates for a Commencement Date, and therefore the start of construction, have not occurred. Finally, the plans show no intent to construct lakes, ponds or reservoirs capable of being supplied with water by a low pressure, lift pumping station—explaining Walter's request for the City to build the more expensive high pressure system.

16. The Manager and Walters have negotiated a temporary solution which will be brought before the Real Estate Committee and the City Council for approval. The essential elements of the bargain are as follows:

A. Walters constructs the high pressure system upon the Wastewater Treatment Facility. That system becomes the property of the City. The City repays Walters for the cost of installation by future credits for water delivery.

B. Walters pays for the electricity to operate, as well as all future maintenance and repair of the high pressure system.

C. Walters acquires a 50 year lease on the additional 26 acres within the Wastewater Treatment Facility as well as on the recently vacated 3 acres of Stephanie Street to add to the scope of the project. The lease payment to the City is to be an extra 10% added to the already contracted for lease payments.

ANALYSIS

Construction is well underway, even though necessary predicate events such as: environmental reporting, posting of performance and completion bonds, City Council review of financing and plan review/approval by City staff have not occurred.

Walters has planned and proceeded with *permanent* improvements upon property which was to be *temporarily* included in this development.

The proposed solution contemplates the City paying for a very expensive water delivery system when we contracted to pay for a relatively inexpensive system. This presents two problems—one political and one legal. 1) There is no real benefit being received by the City for this expenditure of City resources. 2) The construction of the high pressure water system represents the acquisition by the City of a \$1,600,000 public work which has never been competitively bid, in violation of the Nevada statutes.

Construction has been proceeding on City property which Walters has no right to enter, yet has unilaterally incorporated in his development. The solution to amend the lease to include the additional land presents two problems—one political and one legal. 1) The additional land is worth ten times the proposed

additional lease payment. 2) The addition of 20% more land to a competitively bid development project constitutes such a substantial change in the terms of the original proposal that it can fairly be said to be a different project than the one competing developers bid upon. The case law generally forbids such modifications to competitively bid projects after they have been awarded.

For the legal reasons set forth above, The Office of the City Attorney does not recommend the solutions which have been presented to the City Council.

03/01/2008 14:22 FAX 702 388 1749

LV CITY ATTORNEY

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Memorandum

City of Las Vegas
Office of the City Attorney

To: Virginia Valentine, City Manager
From: Thomas R. Green, Chief Deputy City Attorney, Transactions Section
CC:
Date: January 8, 1999
Re: Sale of the Links Golf Course Property to the Walters Group

This memorandum is in response to your request for a written summary of a legal analysis concerning negotiations being conducted by David Roark, Real Estate and Asset Management Division, regarding the sale of the Links Golf Course property to the Walters Group. The legal analysis of the negotiations does not include any analysis of the fair market value of the property which has been determined. Such figure, which is approximately \$800,000, is a separate matter and is beyond the scope of this legal analysis. Other appraisers and experts must be responsible for arriving at a correct market value figure, and the City Attorney's Office has no input with respect to such issue. Any proposed sale of the Links Golf Course property, however, involves numerous legal issues which are summarized as follows:

1. The City currently has three separate contracts related to the Links Golf Course, and each of such contracts has had numerous amendments thereto. Such contracts include:
 - A. Lease and Management Agreement dated July 14, 1997, together with the First and Second Amendments to such Agreement.
 - B. Water Provision Agreement dated December 8, 1997, together with the First Amendment thereto dated April 13, 1998.
 - C. License and Maintenance Agreement between the City and Clark County, and a Restrictive Covenant Running With the Land granted to Clark County on April 13, 1998. (These were assigned to the Walters Group pursuant to the First Amendment to the Lease and Management Agreement.)
2. When the Walters Group financed the construction of the golf course, the Lease and Management Agreement together with the Water Provision Agreement were assigned to US Bank as collateral for the loan. At that time, the City agreed not to alter any of the contractual documents without the express written consent of the bank. Any sales contract for the sale of the Links property must therefore also be signed off by US Bank.
3. Any sale of the Links Golf Course property must take into account the provisions of all of the foregoing agreements and the amendments thereto and must end up with a correlated sales package resolving all issues in such agreements.

January 8, 1999.

Page -2-

4. The City's negotiations to date with the Walters Group have undergone various changes and numerous trade-offs have been made. The first stage of the negotiations involved the lease of the Links property to the Walters Group for the construction of a golf course which would serve residents of Las Vegas. The lease contained provisions giving priority and reduced rates to residents of the City. The lease was for a term of 50 years, and the City was going to end up owning the completed and maintained golf course at the end of such term. The Water Provision Agreement was also negotiated at approximately the same time, and since the Links Golf Course was going to be a quasi-municipal golf course, with tee time priority and reduced rates for residents, the City entered into an agreement to provide certain water facilities for the golf course at a substantial cost to the City. Subsequently, the Walters Group elected to construct its own and more extensive and expensive water facilities rather than the lesser facilities originally envisioned, and so the Water Provision Agreement was amended. The Walters Group agreed to provide the facilities, which would also become the City's property at the end of the 50-year lease period, and the City was relieved of its original obligation to provide the water facilities. Since the City was relieved of such obligation, the monetary value of such obligation was calculated and agreed upon between the parties at the figure of \$1.7 million. In the amendment to the Water Provision Agreement, the Walters Group was given a credit of \$1.7 million to be applied against its initial water bills once the facilities were constructed. The License and Maintenance Agreement between the City and Clark County gave the City a revocable license to construct and maintain certain improvements within the County's street rights-of-way, in order to construct and maintain the waterworks for the golf course. This Agreement was assigned to the Walters Group who assumed the responsibility for the performance of such Agreement, but the City remains liable in the event the Walters Group fails to perform.

5. The latest request from the Walters Group to purchase the property will change the status of the project from a quasi-municipal golf course with priority given to local residents to a totally private golf course. This situation could, therefore, be viewed as canceling out everything the City and the Walters Group has done to date and going back to the original starting point where land is simply being sold to a developer for the construction of a golf course. Under normal circumstances, it would be expected that the land would simply be sold to the developer at an established market value, and then any water provision agreement by the City would also be renegotiated so that water would also be provided to the golf course at the market rate.

6. The negotiations entered into by the Real Estate and Asset Management Division have arrived at a market value for the golf course property but have ignored the remaining provisions in the foregoing agreements. For example, under the current negotiations, the Walters Group would receive the property for approximately \$800,000 but would continue to receive the benefits of the Water Provision Agreement which would extend to the Walters Group the \$1.7 million water credit. The net result of this proposed transaction would be that the City would receive the \$800,000 purchase price but would lose \$1.7 million in water fees. The situation can also be viewed as the Walters Group receiving the property free from the City, together with an additional \$900,000 in free water.

7. The negotiations as currently proposed do not confer any benefit to the City and, therefore, there is a substantial argument that such a transaction would violate the public purpose doctrine. NRS 268.008 requires that any city hold, use and dispose of its personal and real property "for the common benefit" of its citizens. The City Charter, in Section 2.140, also requires that the City must hold, sell and dispose of

January 8, 1999

Page -3-

all real and personal property "for the benefit of the City." If the golf course property is simply sold for its market value to the developer, there is an equal exchange for the property and the transaction has no detriment to the City. Such a transaction would never violate the public purpose doctrine. In any proposed sale of the property therefore, it is recommended that the sale be conducted for an equal return at market value and that the Water Provision Agreement be amended to delete the water credit which would be a windfall to the developer without benefit to the City.

/jca

FAX_03/01/2008_14:23_03/01/2008_14:23_03/01/2008_14:23

Brad Jerbic

From: Brad Jerbic
Sent: Tuesday, August 02, 2005 1:48 PM
To: Doug Selby
Cc: Betsy Fretwell; Scott Adams; Charlie Kalkowski; Steve Houchens
Subject: FW: Supplement for golf course transaction

This office will review your suggested conditions, but I cannot say that legal agrees with this solution. First, We know have two reports from professional engineers that conclude that there are significant impacts associated with the release of the deed restriction, including matters related to hazardous materials governed by federal law. Second, I do not agree that the purchaser should select another engineer, since the purchaser is highly motivated to select an engineer that will produce the answer they want. This is our problem. It ought to be our engineer under contract with the City. (Again, we already have two, why do we need three?) Finally, I do not know that the City can enforce these conditions should the purchaser not perform. For these reasons, this office cannot sign off on the Supplemental Conditions of Release of Deed Retraction for Royal Links.

-----Original Message-----
From: Tom Green
Sent: Tuesday, August 02, 2005 10:17 AM
To: Brad Jerbic
Subject: FW: Supplement for golf course transaction

Brad—Here is a request I received from Doug Selby. This was modified somewhat in the next message to follow. I will also forward my reply.

-----Original Message-----
From: Doug Selby
Sent: Tuesday, August 02, 2005 8:59 AM
To: Betsy Fretwell; Tom Green; Scott Adams; Steve Houchens; Charlie Kalkowski; David L. Mandenhall
Subject: Supplement for golf course transaction

The attachment is a short list of conditions that I will recommend to the City Council should they elect to move forward with the sale of the deed restriction on the Royal Links GC. Please give me any comments, suggestions, changes ASAP. I need to share this with the Waiters people by noon today.


golf club agreeL.rtf

Supplemental Conditions for Release of Deed Restriction at Royal Links

The Release of Condition shall be subject to completion of the following at Golf Club's sole cost:

IMPACT ASSESSMENT: Golf Club shall complete engineering studies to assess the impacts of residential development on the operations of the WPCF. These studies must consider present operations as well as operations under future likely expansion scenarios for the WPCF.

Such studies will be conducted by a licensed professional engineer with specific expertise in the areas of wastewater treatment plant design and operations. The engineer must be acceptable to the City. Specific impacts to be assessed include the following:

A. Present and future potential for odor emissions and complaints from residents who will reside in the proposed residential development.

B. Present and future regulatory impacts to the WPCF which may occur as a result of the proposed residential development.

C. Present and future issues associated with the generation, storage, use and disposal of hazardous materials present at the WPCF that may arise as a direct result of the proposed residential development. This assessment must include a hazard analysis in accordance with EPA regulations and an updated Risk Management Plan based upon the reduction of the current buffer provided by the golf course.

D. An assessment of the impact of the proposed development on flood protection for the WPCF.

MITIGATION PLAN: Golf Club shall prepare mitigation plans for all adverse impacts identified in the impact assessment. Plans shall be prepared by a licensed professional engineer with specific expertise in the areas of wastewater treatment plant design and operations. The engineer must be acceptable to the City. Buffer zones, walls, berms, vegetative barriers, changes to plant operations, changes to plant facilities and other measures shall be considered as necessary to mitigate adverse impacts. To the extent that these plans modify the current proposed wall and setback easement, the mitigation plan recommendations shall govern.

PEER REVIEW: Golf Club shall convene a peer review panel of three engineering firms to evaluate the impact assessment and recommended mitigation plans. The engineer that prepared these plans shall not be a member of the peer review panel. The panel shall provide a statement

regarding the adequacy of the assessment and mitigation plans. If the plans are determined to be inadequate they shall be modified and presented for additional review.

IMPLEMENTATION OF MITIGATION: Prior to occupancy of any homes Golf Club shall have implemented all recommended mitigation measures.

DISCLOSURE AND ODOR EASEMENTS: Golf Club and its successors shall disclose to all home owners associations and home buyers that a municipal wastewater treatment plant exists in the vicinity and that this facility may on occasion be the source of odors. In addition, all purchasers must execute an odor easement in favor of the City in which they acknowledge that noticeable odors arising from operation of the WPCF may cross their property. The odor easement must be of the form attached.

Betsy Fretwell

From: Mark Vincent
Sent: Monday, July 11, 2005 9:37 PM
To: Steve Houchens
Cc: Betsy Fretwell; Doug Selby
Subject: RE: Per our discussion

Sensitivity: Confidential

Steve —

For the record; Dick was out all day. I called him at 5:15 tonight. It was an interesting conversation.

He answered the phone and I identified myself. I asked how he was doing, and he said something like "pretty good." I told him that I was calling because no one from PW showed up at the beginning of the Agenda Staff Meeting. I told him that John showed up about 25 minutes late. I told him that I heard from rumors that he was ill today. I reminded him that I was acting for Steve this week, and that I understood he had been instructed to call the CMO if he was staying home sick to make sure we know who's covering his meeting schedule. I told him it was not good that we had to revisit consent agendas items after John showed up. The interesting part was that after his initial surprise and "pretty good" response, he reverted to a much more reserved and guarded tone, not saying much more than "ya" and "ok" during the rest of the conversation. I directed him to call Louise if he doesn't come in and let us know who was covering his meeting schedule.

— Mark

— Original Message —

From: Betsy Fretwell
Sent: Monday, July 11, 2005 7:55 PM
To: Mark Vincent
Cc: Steve Houchens
Subject: Per our discussion
Sensitivity: Confidential

Mark, I discussed our approach about Dick today with Doug and he is supportive. Please stress with Dick when you call him that he must let the CMO know when he will be out of the office. He also needs to designate one of his deputies to act in his capacity and we need to know who that is. Please verify if Dick was out the entire day or just the morning since we only know he missed the agenda meeting and that one of his staff told me he was out sick today. Steve can handle any necessary follow-up when he returns.

Thanks for handling this.

B

Elizabeth "Betsy" Fretwell
Deputy City Manager
City of Las Vegas
702-229-6501

Elaine Howard

From: Lori Wohletz
Sent: Tuesday, December 13, 2005 1:03 PM
To: Charlie Kajakowski; Brad Jerbic; William Henry
Cc: Betsy Fretwell
Subject: State of Nevada

Bill Walters was on State of Nevada on KNPR today. He made reference to the HR meeting that I had with Charlie Kajakowski and Dick Goecke. It is very inappropriate to me that City management would discuss a human resources meeting about my position with a private developer. I am assuming that the information came from Dick Goecke otherwise I would certainly consider it to be an act of retaliation. Mr. Walters seems to be implying that because I told HR that I was planning to leave the City in two years, that somehow nothing that I have to say has any credibility. I would appreciate it that if City management feels the need to give out such information that it is at least accurate. Mr. Walters said that I had given the date of December 30, 2005, the actual date was November 17, 2007 which would have given me 22 years in PERS and less of an age reduction. Instead I will be taking a much higher reduction in my retirement by leaving now. After listening to Mr. Walters, I'm even more convinced that I did the right thing and if it costs me an extra \$600 a month then so be it. There is one thing that Bill Walters said that I agree with, he said "You can't be partial about ethics, you either have them or you don't". That's sure saying a mouth full.

Elaine Howard

From: Brad Jerbic
Sent: Tuesday, August 02, 2005 1:48 PM
To: Doug Selby
Cc: Betsy Fratwell; Scott Adams; Charlie Kajkowski; Steve Houchens
Subject: FW: Supplement for golf course transaction

Attachments: golf club agree1.rtf

This office will review your suggested conditions, but I cannot say that legal agrees with this solution. First, We know have two reports from professional engineers that conclude that there are significant impacts associated with the release of the deed restriction, including matters related to hazardous materials governed by federal law. Second, I do not agree that the purchaser should select another engineer, since the purchaser is highly motivated to select an engineer that will produce the answer they want. This is our problem. It ought to be our engineer under contract with the City. (Again, we already have two, why do we need three?) Finally, I do not know that the City can enforce these conditions should the purchaser not perform. For these reasons, this office cannot sign off on the Supplemental Conditions of Release of Deed Retraction for Royal Links.

-----Original Message-----

From: Tom Green
Sent: Tuesday, August 02, 2005 10:17 AM
To: Brad Jerbic
Subject: FW: Supplement for golf course transaction

Brad--Here is a request I received from doug Selby. This was modified somewhat in the next message to follow. I will also forward my reply.

-----Original Message-----

From: Doug Selby
Sent: Tuesday, August 02, 2005 8:55 AM
To: Betsy Fratwell; Tom Green; Scott Adams; Steve Houchens; Charlie Kajkowski; David L. Mendenhall
Subject: Supplement for golf course transaction

The attachment is a short list of conditions that I will recommend to the City Council should they elect to move forward with the sale of the deed restriction on the Royal Links GC. Please give me any comments, suggestions, changes ASAP. I need to share this with the Walters people by noon today.



golf club agree1.rtf
(9 KB)

7/11/05

Donna

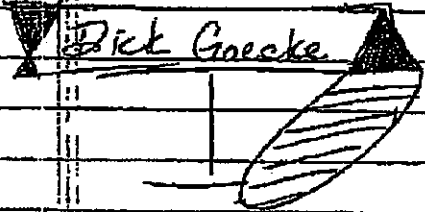
- Reese
- Ross

✓ MLK widening

- agenda briefing update

- ✓ - Dick
- ✓ - SWAC - (e-mail)
- ✓ - Billy Walters
- ✓ - Hammerson taverna
- ✓ - Metroplex
- ✓ - Lobster fest

Dick Goetze



Ronny Mack - LV perf arts

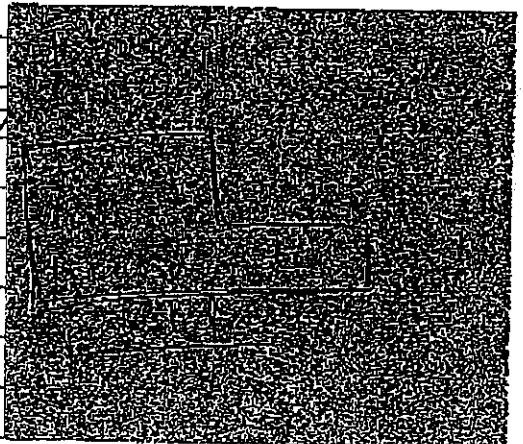
Note
100% agreement

Prison health services \$5.3M
Simmons

4 - ACU termination
MLK \$5.2M - RTC
Council appts. to Boards
Walters

Emerald Bridge?
Ground lease edw. agreement

Survey



Scott: Shell: Loux
→ review of appraisal
Affirm her opinion
No new reports needed

Doug

7/13/05

✓① Walter's update
- reports

✓② MK widening update

✓③ lobsterfest

✓④ UNLV in downtown



✓⑤ fire negotiations progress report

✓⑥ 208 plan water reclamation
→ verify language: V²

✓⑦ Redline

✓⑧ Dick "fitness for duty evaluation" - Claudette
must return to house

✓⑨ AFI

✓⑩ Edmunds TC update: Status
Building dept

Animal Foundation

→ assessed value

90% v 10%

value of restriction
↓
sale

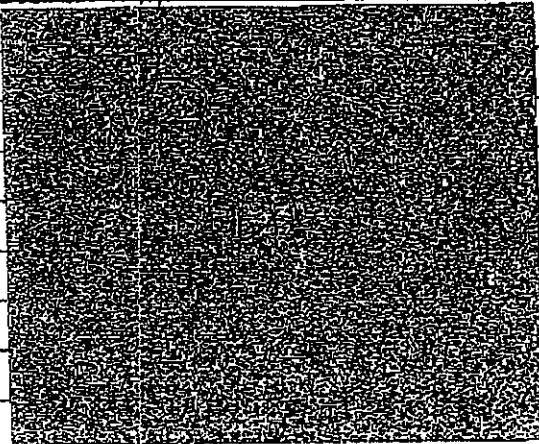
David Pivetti

Bern - stays or goes?

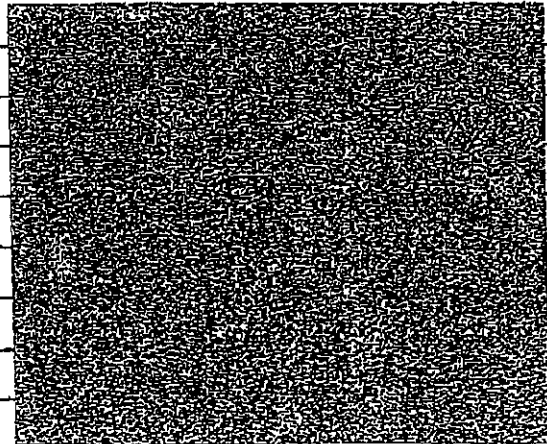
Mendenhall

Map - to establish distance from plan & power point

subdivision plan - shows setback



dpivetti@hdrinc.com



S.H. - deal with Dick - leave input someone in rating capacity

S.H. - conduct further interviews with staff
Mendenhall
Bittercourt
Wollety

- evaluate the current set reports → outside company
- site improvements/modifications
fed state or local regs
(inc. OSHA & EPA)

- validation of odor emission findings
potential costs
mitigation factors (walls, berms, etc)

John R. discussion w/ Mayor: Brad 7/6

- FBI local land deal - like Co.
- better land requirement needs to be ensured
- make sure price is right; defensible
"value of dead restriction"

... Rick Coleman - evening sun - to FBI in 1998
as result of sale/deal on golf course deal

... Investigation in 1998 - trio - visiting site w/ walters

② obtaining soils report
? producing report to
Walters

③ golf course competition
modification
to provide a lift

... \$2M mitigation contract for walters lake.

... Change order for pressure station - DCM Macy -
\$5.1M (submitted \$2.1M for change order) -

* Research on permissible change orders - JR.
bid rigging - interstate contract

... Engineer \$4.5M value over 30 yr operations

General policy:

... Not in scope

... More than 10% in value