

**Commission for Cultural Centers and Historic Preservation  
May 10, 2019 11:00 a.m.  
Meeting Minutes**

Teleconferenced:

Department of Conservation and Natural Resources  
Bryan Building, 5<sup>th</sup> Floor, Jeffrey Conference Room  
&  
Conference Calling

- 1. Call to order by Chairman Robert Ostrovsky, (*the Chair*) at 11:00 am.**
- 2. Roll Call:**

Commissioners:

Robert Ostrovsky, Chairman (Board of Museums and History, Governor's Appointee)

**Present via Phone**

Robert Stoldal, *Vice Chair* (Board of Museums and History) **Present Via Phone**

Judy Michaels Simon (State Council on Library and Literacy) **Present**

Patricia Olmstead (At-Large, Governor's Appointee) **Present Via Phone**

Bill Marion (Nevada Humanities) **Present Via Phone**

Gail Rappa (Nevada Arts Council) **Present Via Phone**

E'sha Hoferer (Native American Representative) **not Present**

***Chair determined a quorum was present.***

Staff Present:

Rebecca Palmer, Historic Preservation Office

Craig Burkett, Senior Deputy, Attorney General's Office

Robin Reed, Historic Preservation Office

Kristen Brown, Historic Preservation Office

Christine Barr, Nevada Humanities Executive Director

Public:

None

- 3. Public comment:** *The Chair* asked for any public comment. There were no comments.

4. **Approval of minutes from previous meetings.**
  - 4a) April 12, 2018: Motion to approve minutes as submitted: *Vice Chair Stoldal*; second by *Commissioner Simon*. No Commissioner comments. **Motion passed unanimously.**
  - 4b) July 11, 2018: Motion to approve minutes as submitted: *Vice Chair Stoldal*; second by *Commissioner Rappa*. No Commissioner comments. **Motion passed unanimously.**
  
5. **Status Report Discussion of the Commission for Cultural Centers and Historic Preservation's Settlement with Eli Mizrachi, ECT Holding LLC, King George LLC and Does I-XX for alleged violations of restrictive covenants:**

*The Chair* asked *Palmer* if there was anyone from the AGs office available to provide a status report.

*Burkett* introduced himself and gave a description of his background. *Burkett* stated that although the Commission had knowledge of this litigation it might be helpful to provide a synopsis. There were three covenants provided to the Huntridge Theater in Las Vegas, first in 1994, two in 1997 with a total award for \$1.2 million dollars. Mr. Mizrachi purchased the property in 2002. Due to a failure by the property owner to adhere to the terms of the covenant, the Commission filed a complaint with the Court in 2014. The parties settled in August of 2016 where the parties agreed that Mr. Mizrachi would enter into a consent judgment of \$390,000 requiring him to meet the terms of the third covenant and to agree to extend the terms of the third covenant by eleven (11) years to 2028. The consent judgment then anticipated that Mr. Mizrachi would then open the building and abide by the terms of the Covenants. For every year that he did that, Mr. Mizrachi would receive a reduction of \$32,000. Since that time, he has not met any of those requirements and has not complied with the expectations of this Commission and the terms of the Covenants. In March of this year, his predecessor, *Woodbury*, filed a motion to hold Mizrachi in contempt of court for failure to live up to the terms of the Covenants and to pay fees and costs associated with the State's efforts to ensure compliance. *Burkett* said that there was no opposition to the motion until the hearing. At the hearing, the objection was too late although he had counsel. The judge found that indeed that the defendant did not comply with the conditions. The case now moves to a May 29 hearing where the Court will determine what relief the Commission is entitled to receive as a result of the finding. *Burkett* stated that the AG's office will ask for a \$390,000 judgment against the defendant and fees and costs incurred by the Commission since the date of the consent judgment which is three years. *Burkett* stated that the AGs office bills out at \$180 per hour. In addition, they will ask to extend the Covenants for additional three years past 2028. *Burkett* stated that he couldn't say what the judge will do. The Commission has a strong case for the judgment and fee amounts, but the extension of the Covenants might be more challenging. *Burkett* stated that there were two other items that needed to be discussed. First, the AG's office has received an offer in the last two days to pay the entire settlement amount of \$390,000

within sixty days but the offer is contingent upon the Covenants being terminated. The offer does not include fees and costs. *Burkett* advised that if the Commission wanted to consider that offer, which he advised they should, that the Commission consider that offer in a close hearing because of possible strategy issues that the Commission should be aware of. Second, the City of Las Vegas has informally approached the AG's office stating that they have been in negotiations with a developer, J. Dapper, to engage in a process whereby Mizrachi would sell the property to the City. *Burkett* stated that as of today, he has been told that the transaction is nearly concluded. The city would purchase the property from Mr. Mizrachi. The City Council is to hear the issue before them on May 15, 2019. The main points are that Mizrachi would sell the property to the City for a certain amount; the City would then turn around and give the property to Mr. Dapper. Mr. Dapper would then have a six month period of time to do his investigations on the condition of the property to determine what the costs of development would be on the property. After that, if Dapper agrees to develop the property, there would an assignment of the property to Mr. Dapper to develop according to a plan that would be concluded through the City. *Burkett* stated that Mr. Dapper has stated to *Palmer* and others that he will never accept the Covenants that exist on the property if he purchases it. *Burkett* stated that he does have some numbers, but he is uncertain about the accuracy of the numbers for the purchase value of the property.

*The Chair* stated as of the last hour that Mr. Dapper will now agree to the Covenants and his position has changed.

*Burkett* stated that any interaction that the Commission has with the City, Mr. Dapper, Mr. Mizrachi, or other parties also needs to be held in a closed session. The Commissioners are free to ask any questions that they want, but *Burkett* advises that the Commission have a closed meeting to discuss two issues. First, is the settlement offer that has been made to the Commission. Second, is a request by the City to stay the May 29, 2019 claims hearing for the six months period that Dapper needs to conduct his investigations. A discussion on both of these items should be conducted in a closed hearing with a decision made in an open public hearing held after that.

*Vice Chair Stoldal* stated that he agrees that these items need to be discussed in closed session, but as far as the offer goes, Mr. Mizrachi made an effort several years ago to buy his way out of the Covenants. The state has no process for this and to date has never done this. This would be precedent setting for a Commission that has granted millions of dollars, all with Covenants. To now say that anyone can buy their way out of Covenants that protect state taxpayer's dollars is fraught with danger. There are two items that Mr. Mizrachi is facing at this time. Number 1 are the fines, those are separate from the Covenants, and the result of his not adhering to the Covenants. So he can't buy his way out of the covenants with fine money. The fine is a separate thing and he has got to pay that because he has not lived up to the Covenants or the Consent decree. As to the Covenants, the state has given the property \$1.2 million dollars to the property. Mizrachi bought the property with the Covenants for a little over \$900,000.

Now he wants \$4.5 or \$4.0 million for the property and *Vice Chair Stoldal* has a lot of concerns about going down the path of buying out the Covenants.

*The Chair* asked about the timing of a closed meeting. *The Chair* understands that *Burkett* will need time to advise the Court about any possible actions, such as a stay, what is the target date for the Commission to advise the AG's office of their preferred course of action. Should it be early next week to accommodate the steps?

*Burkett* stated that since the hearing is scheduled for May 29, 2019, give the AG's office the Commission's decision about a week prior. May 22 or before would be his recommendation on when the Commission should have a closed meeting with him. *Burkett* would be happy to answer any questions the Commissioners have, but if they want to discuss the merits of any of the offers, this should be conducted in a closed session.

*Vice Chair Stoldal* stated that the Commission would need to schedule two things, a closed session for the discussion and an open session where a decision can be made in time for *Burkett* to take this back to the Court on May 29, 2019.

*Commissioner Simon* asked if the Commission can adjourn this meeting and go into a closed session and then go back into an open session.

*Palmer* stated that the meeting was posted with the conference calling number available to the public. Short of her calling every Commissioner independently, there won't be any way to close it at this point.

*Burkett* stated that Commission would need to give notice of a closed session in accord with OML.

*Palmer* asked if the standard OML posting requirements are necessary for the closed meeting.

*Burkett* stated that yes; the Commission can start with a closed hearing and then open the meeting back up for an open meeting. This could be done in one meeting.

*Palmer* stated that what she intended to do was to post the open meeting with our conference call line information available and for the closed meeting prior, if the Commission wanted that, she would call all of the Commissioners so that no additional individuals on the line that we would not be aware of. *Palmer* stated that with the posting requirements, the meeting could be the May 16 or May 17, or the week of May 20.

*The Chair* stated that the May 17, 2019 is the committee passage second house day at the Legislature so it isn't a day he would be available. *The Chair* stated that he would take comment on whether the day of May 20 or May 21 works for the other Commissioners.

*Commissioner Rappa* stated that she would be leaving the country next week and would return on June 1, 2019.

*Commissioner Marion* stated that he would be out of the country from May 18 to May 24.

*The Chair* asked if the Commissioners could get a quorum on May 16.

*Commissioner Marion* stated he would be available in the morning or after 3:00pm.

*Vice Chair Stoldal* stated that the day is a big event at the City of Las Vegas so he would be available from 3:00pm on.

*The Chair* asked how other members feel about May 16<sup>th</sup>.

*Commissioner Marion* stated that that the day and time worked for him.

*Commissioner Simon* stated that she had an appointment in the morning, but would be free in the afternoon.

*Commissioner Olmstead* stated that it would have to be 3:30pm or 4:00pm for her.

*The Chair* stated that he had no problem with a closed meeting at 4:00pm with a separate open meeting as long as he has a quorum for the public hearing to vote on the matter. He didn't want to have a meeting after 5:00pm, but he wanted hear from the other Commissioners. He would be open for a brief public meeting after the closed hearing that would consist of a few statements and the adoption of the recommendations decided in the closed hearing.

*Burkett* stated that he would make himself available but is something happens; David Gardner would be available who is the Senior DAG who will argue the case in the Court in Las Vegas. If he isn't available, the AG's office will make one informed attorney available for the Commission on that date.

*The Chair* asked if *Burkett* had any recommendations as to how long the closed meeting might take.

*Burkett* stated that about an hour would conclude their work. The Commission has already heard a majority of the information available for its consideration.

*The Chair* proposed that the Commission meet in a closed meeting at 4:00pm on May 16, 2019 followed by a 5:00pm open session.

***Vice Chair Stoldal* made a motion to set the date of the closed meeting for the Huntridge Theater at 4:00pm on Thursday May 16, 2019 to be followed by an open public meeting at 5:00pm on Thursday May 16, 2019. *Commissioner Marion* seconded**

**the motion. There were no Commissioner comments. Motion passed unanimously.**

*The Chair* thanked the Commissioners for their willingness to work late to provide guidance to the AG's Office as early in advance as possible for the Court hearing. *The Chair* asked if there was anything on Agenda Item #5 that needed attention at this time.

*Burkett* stated that there was nothing else from him at the moment.

*Commissioner Simon* stated that she just had a question. *Burkett* stated that there was some discussion of the price for the property and, although she doesn't want a definitive answer, is there a purchase price for the property?

*Burkett* stated that he didn't have the number, but asked *the Chair* if he had those numbers in his memory.

*The Chair* asked if this was the price between the City and Mr. Mizrachi.

*Commissioner Simon* and *Burkett* said yes.

*The Chair* stated that number mentioned to him this morning was \$4 million dollars.

*Burkett* stated that this is consistent with the number that he heard and he was informed that they had negotiated from \$4.5 million to \$4.0 million.

*Vice Chair Stoldal* stated that there are a lot of asterisks to that number. He is trying to figure out the differences between Mizrachi not living up the consent decree and the Covenants and he was fined and the judge will make a decision on that. But that is completely separate from the City asking for a stay of six months and the Covenants are still in place. And now the City is thinking to buy the property and live with the Covenants. But the six month window has nothing to do with the Commission and the owner's violation of the Covenants month after month, year after year. If he wants to sell, he can do that. But in the closed hearing, the Commission will need to know why there is a linkage between these two items.

*Burkett* stated that the AG's office will be prepared to present the legal issues in the closed hearing.

*The Chair* asked if the AG's office will be in contact with the City of Las Vegas regarding the meeting on the 16<sup>th</sup> as he knows that the City Council wants to meeting on the 15<sup>th</sup>. Although he doesn't think that the Commission's decision has anything to do with transaction proposed. He will let the AG's office discuss this with the City Attorney as he knows that they have been in contact with them.

*Burkett* stated that the AG's office has been in contact with the City Attorney and he will stay in contact. He agrees with *the Chair*.

*Commissioner Rappa* stated that since she won't be there on the 16<sup>th</sup> she had a quick question concerning if Dapper was involved is there still a Huntridge non-profit? Will it be going to a private owner?

*The Chair* stated that the awards of grants were given to a non-profit, but Mr. Mizrachi bought the property from the non-profit and it has been a commercial transaction ever since. The City's transaction will also be commercial one with Mr. Dapper. He doesn't think there isn't a non-profit left as it dissolved a long time ago. Mr. Dapper intends to convert this property and the surrounding properties into a viable financial development.

*Commissioner Marion* stated that Mr. Dapper owns the commercial property across Maryland Parkway from the Theater and he also owns a lot of the property on the northwest side of the Maryland Parkway as well. So he is already heavily invested in that corner.

*Commissioner Rappa* asked if the rules have changed since when she applied for CCA grant funds, the rules stated that you could not be private property owner. The building couldn't be privately owned. Is that no longer true?

*The Chair* stated that the Commission still does not award grants to privately owned buildings unless there is a private non-profit or a governmental agencies. However, these properties can then be sold for a commercial venture. *The Chair* asked *Palmer* if that was accurate.

*Palmer* stated that yes that was correct. The building was in non-profit hands at the time in which the awards were granted. It was subsequently sold to property owner and it has been in private hands since 2002.

*The Chair* stated that the Commission's only protection was the Covenants that were placed on the building to ensure that if there was a transaction, the Covenants would follow the transaction. That is what happened in the case of Mr. Mizrachi, he bought the property knowing the Covenants were intact and he accepted those when he made the transaction.

*The Vice Chair* asked *Palmer* if when that sale happened, the Commission looked at the length of the Covenants and voted to extend them to match those of the Department of Interior.

*Palmer* stated that the current issue is that the Covenants in question were recorded quite some time ago, before the Commission voted to change the duration of the Covenants. They are shorter because they were older than some of the more recent Covenants. The current Covenant duration scale is of a more recent origin.

*Vice Chair Stoldal* stated to *the Chair* that this was in response to a building getting taxpayer money to rehab it and then it being sold to private party. This is the only example that we have of this occurring, but the Commission felt that they needed to lengthen the Covenants to ensure that the buildings remained with a public purpose to meet the challenge of someone coming in and playing games with taxpayer money and then flipping the building. The Covenants are now something like 50 years.

*Palmer* stated that there is a sliding scale and there are two grant recipients, she can't remember which ones, where it is a perpetual Covenant with no expiration date because of the amount of money they have received. One of them is the Northern Nevada Railway, the Covenants never expires. The other one was Fourth Ward School.

*The Chair* asked if there were any other questions on Agenda Item #5. None were heard. *The Chair* stated the questions and discussion would occur in the closed session on May 16, 2019.

**6. Discussion and award of all or a portion of the \$63,793 in reverted funds from CCCHP-17-10 (Neon Museum) to one, all, or several of the fourteen remaining grantees.**

*The Chair* asked *Palmer* to give a brief history of how this happened and what the Commission's options were.

*Palmer* stated that staff was approached by the Neon Museum in the last few months that they were struggling both with their award, the timing of construction that they would need to have, and apparently the very low estimate that they used to create the grant application. Staff had a good conversation with the Grantees and *Palmer* stated that she felt they wanted to the best for the La Concha Lobby which was the subject of the grant. *Palmer* reminded the Commission that in her staff notes for the Grant hearing of April of last year, her staff indicated that it was our belief that the current materials on the exposed portions of the La Concha Lobby would actually last an additional two years. That there was two years of life left in the materials so that replacement in its entirety, while possible, wasn't critical at the time in which the grant was awarded. For all of those reasons, she recommended to the Neon Museum that it might be better if they were to regroup and come back to the Commission in the next grant round, assuming there was one. They could then come back with a more fully fleshed out estimate that was more accurate with a proposal to fully replace the materials in the roof. *Palmer* explained to the Grantee that reexamining the proposal and reevaluating the proposal to ensure the most effective use of funds was laudable. The Neon Museum took *Palmer's* advice and will come back in the next grant round with a more complete submission. That leaves the Commission with \$63,793 in reverted funds, possible interest earned on proceeds, and possible small amounts that Grantee's didn't manage to spend. *Palmer* asked the Commission how they want to regrant these funds. *Palmer* stated that she saw three alternatives but it is the Commission's decision. First, the Commission could distribute funds in proportion to the original award amongst the



remaining Grantees as we done a number of months ago. Second, the Commission could pick projects where they could accomplish a complete project and reaward to one or two Grantees. Third, the Commission could go back to the existing Grantees and ask them to submit an abbreviated application process request for the funds. In anticipation of the meeting, *Palmer* said that staff had reviewed the status of the projects and asked if the Commission would like to hear that.

*The Chair* said yes, please continue.

*Palmer* stated that the Fallon Theater's project might be more efficient to replace the roof in its entirety rather than replace pieces of their roof. This would remove all of the leaking that has been dripping onto the stage and everywhere else. *Palmer* stated that she asked them for an estimate and it came at \$61,750 but if we were to subtract the items proposed for replacement on the roof that do not need to be duplicated, the total might be more in the realm of \$55,000 of additional funding needed. *Palmer* stated that staff had made some calls to Grantees and the office was using some administrative funds to pay a structural engineer to come out and look at the Douglas County Museum steps. *Palmer* reminded the Commission that staff had expressed concerns about the use of a rubberized coating over the existing concrete steps. The steps are original and part of the Delongchamps design but that the placement of a coating would not necessarily meet the Secretary of Interior's Standards, the structural engineer will be here next Monday to look at the steps to determine if they should be replaced in their entirety rather than patched and repaired. *Palmer* stated that the El Rancho Hotel has been leveraging their funds to with federal dollars to address their structural issues and replace the roof so they could also use additional funding. *Palmer* stated that finally Goldfield High School has always been willing to take extra CCCHP funding. They have shored up the south wall and addressed their critical issues but they could also put a roof back on the building. *Palmer* asked how the Commission wanted to deal with the \$63,000 in reverted funds but any additional funding from reverted funds or interest on the proceeds.

*The Chair* stated that in the past the Commission has reached back out to the Grantees for comment, there is the equal distribution method which doesn't really speak to needs, and there is the project method that moves the Commission to completion of existing projects. *The Chair* stated that they had expended their 30 minutes but he wanted to get the Commission's opinion on how to expend these funds. *The Chair* asked *Palmer* if there was a time limit by which funds needed to be expended.

*Palmer* stated that all of the funds need to be expended by May 1, 2021. *Palmer* corrected herself and said it was 2020.

*Vice Chair Stoldal* thanked staff for thinking about the roofs and foundations as they are critical for preserving the buildings. *Vice Chair Stoldal* stated that he had the opportunity to visit and spend three hours at the Goldfield High School and several community members. There is so much volunteer work going on at that High School it

is totally a community effort. As is the case with the Fallon Theater and the City of Wells' efforts at the El Rancho. Those are three sold projects. *Vice Chair Stoldal* stated that for the Goldfield High School, it is critical that it is protected from elements. Fallon is protected to some degree and will be more so with a patchwork job. *Vice Chair Stoldal* doesn't have a sense of what Wells would do with the money. *Vice Chair Stoldal* is leaning towards the Goldfield High School simply because it is critical to fix the roof and some of the windows to ensure that the elements don't get in and he was overwhelmed by the amount of volunteer labor.

*Commissioner Rappa* asked *Palmer* that if she had to rank them by emergency status what she would do.

*Palmer* stated that the question was difficult and she would take a pass on answering the question.

*Commissioner Simon* asked *Palmer* how much would need to secure those buildings.

*Palmer* stated that she had only the one estimate for Fallon, she doesn't have an estimate for Goldfield or the others. *Palmer* stated that if the Commission desired, she could get this documentation together and the Commission could meet sometime this year to make that decision.

*Vice Chair Stoldal* stated that it would be helpful to get some real numbers so that make good decisions.

*Palmer* asked if the Commission wishes her to reach out to all of the Grantees or is the Commission requesting her to reach out to those Grantees that they had some information for.

*Vice Chair Stoldal* like the term "emergency" used by another Commissioner. The Fallon roof does make sense, but term emergency or unforeseen after the initial grant award would be helpful. Perhaps the Commission should reach out to see if there is an emergency that we are not aware of.

*Commissioner Simon* agreed.

*Palmer* said that she can certainly do that.

*The Chair* stated that as *Palmer* was preparing the letter to send to the Grantees, and she should send a letter, the letter should focus on emergencies and he personally likes to see projects finished. He doesn't know if any of the projects could be finished and opened to the public, but perhaps Douglas County or El Rancho might be. *The Chair* stated that they do have a timeliness issue as they now have less than 12 months to finish. Perhaps a short Commission meeting in the next month or two with enough time for staff to collect, process and distribute the results to the Commission.

*Palmer* thanked the Chair.

*The Chair* stated that *Palmer* said that staff was using the administrative money, does the Commission need to refund that money back to the office?

*Palmer* stated that no, she was using the 5% de minimus allowable for administrative costs.

*The Chair* asked if there were any questions on Agenda Item #6.

*Commissioner Simon* stated that the letter should also include projects that might be completed or meet a milestone.

*Palmer* stated that in order to ensure that the Commission gets enough information to make a decision, she would ask for a letter with estimates attached.

*The Chair* asked if there were any further questions on Agenda Item #6. None were heard. The Chair moved onto Agenda Item #7.

**7. Discussion and action on staff request for authority to delay for sixty (60) days the current requirement to provide a proof of payment with a reimbursement request in certain circumstances**

*The Chair* asked *Palmer* to describe the request.

*Palmer* stated that under certain circumstances Grantees may not have sufficient funds to front the costs of construction. This situation has come up in the past as well. In general, the Commission's grant is a reimbursable grant program, the grantees pay the invoices, we receive a proof of payment, and then staff reimburses the grantees payments. However, this has always posed difficulties for parties that don't have money to front the costs. The reason they applied for the grant is because they don't have money to front the costs, so staff has informally allowed grantees to send in invoices with the agreement that they will send us the proof of payment within thirty days of their receipt of the funds. *Palmer* is asking for authority to make this decision in cases where it is needed.

*The Chair* asked if Commissioners had comments on staff's request.

*Vice Chair Stoldal* stated that it was important that staff had that ability, but his concern is that how would the state be protected if the Grantee states that they don't have money to pay the invoice, the state sends the funds paying on the invoice and the Grantee receives funds, what proof would the state have that the Contractor received the payment on the invoice?

*Palmer* stated that what staff would be asking for is proof of payment that can be a cancelled check written to the contractor, if it is a local government, this could be something like

an electronic disbursement, some official document that proves the contractor was paid within sixty days of their receipt of Commission funds.

*Vice Chair Stoldal* stated that he hoped that this would create a model. The City of Las Vegas is having some issues with ensuring the contractor is receiving the funds awarded to their grantees. Perhaps this program can be a model for the city of Las Vegas.

***Vice Chair Stoldal* made a motion to approve the request from staff to be given authority to determine whether a funding agreement can be amended to allow a Grantee to provide proof of payment to contractors within sixty days of the Grantee's receipt of the funds. Commissioner Simon second. There were no Commissioner comments. Motion passed unanimously.**

**8. Set schedule for possible FY19 grant cycle.**

*The Chair* asked *Palmer* for a possible update for a schedule for FY20.

*Palmer* stated that it is possible that another grant cycle with \$3 million dollars in grant funds might need to start on July 1 for the biennium. Which is half that required by statute. *Palmer* stated that in anticipation of another grant cycle, her staff needs to start working on another grant application. *Palmer* stated that she had no hope of meeting the October 2019 deadline for the Treasurer's office bond sale as the Commission can't have a hearing before that date to award grants. So the Commission should be looking at a bond sale in October of 2020. The Commission would need to figure out the time frames for that grant cycle. *Palmer* suggested that the Commission meet sometime in September to go over the grant application drafts and address any questions that Commissioner's see in the application or manual. Once staff has made the corrections, *Palmer* would like to make the applications available in October with them due sometime either the beginning or end of December. She doesn't want specific dates, just a general idea on the calendar for the cycle. If the Commission had applications due at the end of December, she will need to factor in all of the staff required reviews and the Commission required reviews. So that the Commission could look for a grant hearing in May of 2020.

*The Chair* asked if an October to December timeframe would be sufficient for those making grant proposals.

*Palmer* stated that it has been timeframe in the past. However, staff has noticed that some of the proposal could benefit from some additional time to create more carefully crafted and explicit scopes of work and estimates which do take time. It is possible that two months might not be sufficient and could explain some of the deficiencies we have seen in the applications.

*Commissioner Simon* asked if staff can work with the applicant to further refine their request.

*Palmer* stated that the process has always required a complete application once it is submitted and that is it, they can't then add or change it. *Palmer* suggested that to accommodate that need of grantees to seek assistance, perhaps extending the deadline would give them sufficient time to prepare and refine their application and to ensure that the Commission gets as accurate as possible estimates for the projects.

*The Chair* stated that if the deadline was in the end of January then you would avoid the holiday period when it is hard to get volunteers to work and it is hard to get contractors to focus on estimates. He wouldn't mind pushing things out a month and even if it means moving the grant meeting into June.

*Commissioner Rappa* agreed with that as for many non-profits, their fund raising times are in the holidays so having to work on the grant at the same time is asking a lot of the volunteers since a lot of them don't have grant staff. Would the end of February give *Palmer* enough time to have the grant hearing in June?

*Palmer* stated that staff could certainly do that. That proposal would fit nicely into a schedule of a Treasurers' Office October bond sale.

*Vice Chair Stoldal* stated that he is fine with the proposal and that he will work within the time allowed.

*The Chair* stated that he had no problem with applications due by the end of February. It is October when the applications would be available, and he asked *Palmer* if is there a process for notifying the Commission of their intent to apply?

*Palmer* stated that yes, for the new Grantees or previous Grantees with a new building; they are required to send in a Letter of Intent. *Palmer* suggested that she could come up with a schedule for the next CCCHP meeting to see if it meets the Commission's needs.

*The Chair* stated that then they could take an action on setting the schedule. Would that be at the next special meeting or when they met to distribute the excess funds?

*Palmer* suggested that maybe a later meeting might be better.

*The Chair* asked if staff has guidance on how the Commissioners are thinking about this.

*Palmer* stated that yes, it is very helpful.

*The Chair* stated that no action was really needed, just guidance to staff, do the Commissioners have any questions about Agenda Item #8? No questions were heard.

**9. Public Comment:** *The Chair* asked for public comment. No comments were heard.

*The Chair* asked if any members of the Commission would like to make comments before the meeting closed. No comments were heard. The Chair called

**10. Adjournment at 12:06pm.**

**Commission for Cultural Centers and Historic Preservation  
May 16, 2019 5:00pm.  
Meeting Minutes**

Teleconferenced:

Department of Conservation and Natural Resources  
Bryan Building, 5<sup>th</sup> Floor, Jeffrey Conference Room  
&  
Conference Calling

- 1. Call to order by Chairman Robert Ostrovsky, (*the Chair*) at 5:03pm.**
- 2. Roll Call:**

Commissioners:

Robert Ostrovsky, Chairman (Board of Museums and History, Governor's Appointee)

**Present via Phone**

Robert Stoldal, *Vice Chair* (Board of Museums and History) **Present Via Phone**

Judy Michaels Simon (State Council on Library and Literacy) **not Present**

Patricia Olmstead (At-Large, Governor's Appointee) **Present Via Phone**

Bill Marion (Nevada Humanities) **Present Via Phone**

Gail Rappa (Nevada Arts Council) **not Present**

E'sha Hoferer (Native American Representative) **not Present**

***Chair determined a quorum was present.***

Staff Present:

Rebecca Palmer, Historic Preservation Office

Craig Burkett, Senior Deputy, Attorney General's Office

Robin Reed, Historic Preservation Office

Kristen Brown, Historic Preservation Office

David Gardner, Senior Deputy, Attorney General's Office present via phone

Public:

None

- 3. Public comment:** *The Chair* asked for any public comment. There were no comments.
- 4. Discussion and decision concerning the Commission for Cultural Centers and Historic Preservation's action against Eli Mizrachi, ECT Holding L.L.C., King George L.L.C., and Does I-XX for alleged violations of Commission for Cultural**

**Affairs restrictive covenants held by the State on the Huntridge Theater, Las Vegas, Clark County and current status of actions against Mr. Mizrachi, ECT Holdings L.L.C., King George L.L.C. and Does I-XX**

*The Vice Chair* asked about the public notice provided concerning the request by the City of Las Vegas to stay the May 29, 2019 hearing for six months. *The Vice Chair* stated that he didn't believe that the request by the City of Las Vegas was properly agendaized.

*Burkett* stated that Agenda Item #4 is broadly written and the request to stay the May 29, 2019 hearing by the City of Las Vegas can be considered part of the discussion concerning the Commission's actions against Eli Mizrachi, ECT Holding LLC, King George LLC, and Does IXX.

*The Vice Chair* that he respectfully disagreed and would not be voting on any motion concerning the request for a stay by the City of Las Vegas. It is a very specific request from the City of Las Vegas with a very specific action. *The Vice Chair* stated that he thought it was separate from Agenda Item #4, the discussion of actions against Eli Mizrachi. He will not be participating in the discussion on the stay.

*The Chair* asked the AG's office if the Commission doesn't consider the City's request, and does not vote on that request, what action would the AG's Office take? Would they take any action?

*Burkett* stated that the Commission would be in the same position that they are right now. *Burkett* wouldn't have any authority to respond so there wouldn't be a response. Practically, it would be the same response if the Commission decided it didn't agree to the stay. This would achieve a goal, if there are individuals who had that desire.

*The Chair* asked if any other Commissioners felt strongly about the discussion. If the Commission didn't make a decision on this point, the AG's Office would not respond to the offer made by the City of Las Vegas which would essentially tell the City "no". *The Chair* asked if any Commissioners want to make a motion or should the Commission let the matter settle in the AG's Office? No comments were heard.

*The Chair* stated that it appears that the Commission would prefer not to take any action on the request by the City of Las Vegas to stay the hearing on May 29, 2019. *The Chair* moved onto the status of the case and asked the AG's Office for a brief summary of the case and the decision that the Commission needs to make to direct the AG's Office for the hearing.

*Burkett* stated that the AG's Office intends to attend the hearing on the 29<sup>th</sup> of May if the Commission has any specific direction that the Commission wants the AG's Office to follow to request relief in this contempt hearing, he is willing to consider whatever the Commission's desire is.



*The Chair* asked *the Vice Chair* if there was a position that he would like to state?

***The Vice Chair* made a motion that the AG's Office move forward seeking the judgment of \$389,000 as well as Court costs and extend the Covenants for an additional three years due to Mr. Mizrachi's failure for the last three years to live up to the terms of the settlement with the AG's Office focusing additional weight on the importance of the Covenants.**

*The Chair* asked if any Commissioner wanted to second that motion?

***Commissioner Olmstead* seconded the motion.**

*The Chair* asked, under the discussion portion of the action, if that motion gave the AG's Office enough leeway to make arguments in the Court?

*Burkett* stated that it does.

*The Chair* asked if there was any further discussion of *the Vice Chair's* motion? None were heard.

**The Commission voted unanimously for the motion.**

*The Vice Chair* asked before the vote was finalized if *the Chair* had asked if there was any comments from the public?

*The Chair* stated that he could and he asked if there were any comments from the public concerning the motion. None were heard.

**The Commission voted a second time for the motion. The vote was unanimous in favor of the motion.**

**5. Public Comment:**

*The Chair* asked if any member of the public would like to make comment at this time. No comments were heard.

*The Chair* stated that the meeting was concluded and he thanked the Commissioner's for their work on a very difficult issue.

**6. Adjournment at 5:20 pm.**