

**Commission for Cultural Centers and Historic Preservation
June 18, 2020 11:00 a.m.
Meeting Minutes**

Zoom Video Conference & Conference Calling:

Department of Conservation and Natural Resources

- 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 video conference

Robert Stoldal, *Vice Chair* (Board of Museums and History) **Present via video conference**

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

Patricia Olmstead (At-Large, Governor's Appointee) **Present via video conference**

Bill Marion (Nevada Humanities) **Present via video conference**

Gail Rappa (Nevada Arts Council) **Present via video conference**

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

Kristen Brown, Historic Preservation Office

Carla Hitchcock, Historic Preservation Office

- 3. Public comment:** *The Chair* asked for any public comment.

On the phone: This is Chris Giunchigliani, I'm here speaking as an individual but also part of an organization, The Protectors of Floyd Lamb, Tule Springs. We are in the process of filing our 501c3 with the Secretary of State's Office. I wanted to speak on item 5, the discussion and decision of City of Las Vegas's request to make permanent modifications to Tule Springs Ranch and use previously purchased roofing materials at the Haybarn at Tule Springs. There has been, and I know that your office has been quite kind to talk with Karen Livingston, on our behalf, she is chair of our organization; we are extremely concerned about what the City has been doing at Floyd Lamb Park. Under the guise of rehabbing the old Haybarn, they have illegally been violating SB444 of the 2003 session where I served. As well as the deed restriction that was passed by law, as well as signed into when the land was transferred over.

I know technically the Preservation Boards, including the local board down here, tend not to look at uses, as they look at the consideration for historic preservation. However, in this case, especially, I think the use is very pertinent. There was an illegal “test wedding,” held in the Haybarn with over 150 people last May for a Union Presidents daughter. They went in and rehabbed the concrete and put in lighting just for the purpose of doing this event in which was not permitted. Even city fire said that the building was not appropriate for it and it was a potential fire hazard. When they filed their permit, they didn’t even mention using the Haybarn, but that is where the event was held, and then they applied for the historic preservation component. All of us agree that we don’t want the barn to deteriorate. I think they have exaggerated the foundational issues. I have been out there and walked it with some of the staff people as well as the neighbors in the area, that’s fine that they want to shore it up, they have been grading for the last week to put a parking lot and possible lights in (inaudible), when that parking facility is not permitted to be used for anything per the deed restriction for other than passive recreation, not an event center or a pavilion. And that is the council woman’s approach to improving this (inaudible) We are in a dilemma, because we don’t want the barn harmed, and the historical side preserved, but we don’t want to enable them to do things that are not permitted by the deed restriction. In the state law it actually not only describes NRS, but it also said pursuant to the National Historic Preservation definition which specifically prohibits an event or pavilion center. We are calling in because we saw this an hour ago on the agenda and wanted to give some background as you looked at the consideration, because what you are being told is not forthright, in my opinion, as to what is going on there. If a restriction is made, there should be no outdoor lighting. They brought in illegal crushed granite, but we are told they are actually going to try to do paving, lighting outdoors, which is again prohibited by the deed in the definition of passive recreation. So as you look at the historical component, we want that building preserved, I believe there is 7 buildings on that site that are also on the national register and we want those protected but we do not want to encourage the misuse or abuse by the council woman under the guise of historic preservation. Thank you very much, if you have any questions, I will try to answer them.

The Chair thanked Chris and made comment that he could hear the passion in her voice and understands how important this property is and that he is sure the commission will discuss it at great length.

The Chair asked if there was any further comment.

Giunchigliani commented that Karen Livingston was trying to sign on, she may come on for the second period.

The Chair stated he would ask for public comment again before they vote on this item and perhaps, she will be on by then.

The Chair asked Hitchcock if there were any further comments.

Hitchcock stated no, and that if anyone was on the phone they would need to email her at chitchcock@shpo.nv.gov, and the comment would be relayed.

The Chair stated that he encourages anyone with comments to email *Hitchcock* at this time and we will move on to item #4.

4. Discussion and decision to either agree or reject the proposed terms of the settlement agreement and mutual release proposal among the Commission for Cultural Centers and Historic Preservation (f/k/a Commission for Cultural Affairs), Eli Mizrachi, ECT Holding, LLC, King George, LLC, City of Las Vegas, J Dapper and Dapper entity and all of its contents and requirements.

The Chair commented that he understands there is a representative from the AG's office on the line to bring us up to date on the status of these discussions.

Craig Burkett, Deputy Attorney General, via zoom video conference: introduces himself and states: I guess that what I understood as part of our mission here or at least the Commission's discussion, was to allow the City of Las Vegas and I believe Mr. Jurbic is on the line and Mr. Dapper to have discussion with the condition, talk about what they plan to do with the property and at that point we can talk about; The Commission is welcome to have discussion about the terms and settlement. We have provided the Commission the proposed settlement draft agreement that came back from the City and I understand that came thru Mr. Dapper and his council. It does modify many of the key terms that we had previously discussed and maybe Mr. Jurbic could talk about that when he presents to the commission (inaudible) the fairly large change to (inaudible) With the chairman's indulgence I would ask that the chairman would allow Mr. Jurbic or Mr. Dapper to go ahead and make a presentation.

The Chair asks *Hitchcock* if anyone is on the line.

Craig Burkett suggests to *Hitchcock* to bring on Mr. Jurbic on the line.

Brad Jurbic via zoom video conference: Thanks, the commission for their time and for the meeting on such short notice.

We have looked at the Huntridge Theatre as a vital part of our history and our community for a very long time and it's been taking so many short cuts to get where we finally got where we are now. (inaudible) J Dapper has entered into an agreement with the City of Las Vegas. The city council in November of last year entered into a purchase of sale agreement and immediately assigned it to J Dapper. J Dapper is a substantial developer in Las Vegas. (inaudible) He has done a lot of development in the area including the shopping center across the street. He has acquired properties all over the downtown area, including the property of his uncle in law, Herb Feldman, who had Western (inaudible) and J has plans to convert that into a beautiful restaurant and retail facility on Main Street. J has a passion for this type of work, and he has a passion for this theatre. We have been talking for a long time about how to solve the lawsuit with Eli Mizrachi because it stands in the way potentially of making this deal happen. The deal right now calls for J Dapper to pay four million dollars for the theatre itself and then he is going to commit under this agreement, to at least 1.4 million dollars in improvements. We have a team of people from Harvard; George Thomas and Susan Snyder, they have a company

called Civic Visions. This is what they do for a living, cultural renovation, restoration and the like. We found the papers of the original architect, Jay Charles Lee, at UCLA. They have a special collection, so George and Susan went down in January and acquired all the original drawings for the Huntridge Theatre to show what was there. The walls, the original sign, the marquee, and everything. George and Susan have put together an application for historic tax credits at the national level. That is also attached as an exhibit to the materials I provided to the Commission. We have tightened up considerably what we think is going to be preserved, what doesn't need preserved, and where we will end up at the end of the with the Huntridge based on the code of federal regulations which spell out what has to be preserved. What we found looking at the drawings, was that most of the original building is there. The exterior masonry walls are there along with added to the theatre, the original sign of course is there, and the marquee is there, and those will be preserved. Other things that have been changed over time are the lobby, which will not be preserved because it's not the original lobby built in 1944. The wall that separates the theatre from the concession area is not original either and so it will probably be modified as well. What you will see at the end of the day is the Huntridge Theatre as it appeared in 1944; exterior, sign and everything. What Mr. Dapper plans to do, is not only restore the theatre, but to remove some ancillary buildings on the site that are not protected. That would be the Plummer Bank building next door also known as Sema (?) Furniture and the former Huntridge post office. With those removed, Mr. Dapper intends to introduce a residential component to the site. It's that residential component that makes the project pencil out and it's the theatre that makes the residential component attractive. With those elements in mind, we have put together an agreement that would allow Mr. Dapper to close on the theatre, do what I think the Commission would like to see done. He will absolutely protect the building inside and outside during the course of preparation for construction, and then he will restore the building or renovate the building to the standards that I just talked about. With that I will turn it over to Mr. Dapper.

The Chair asked if J Dapper would like to say a few words.

Mr. Dapper via phone: What Brad just stated is accurate. I am in escrow to purchase the Huntridge Theatre. I recently got an extension from Eli to close at the end of December. One of the reasons we have gotten an extension and haven't closed sooner is because of everything that is going on with Covid-19 and the fact that has slowed down a lot of our investigation, of the structural integrity of the building and a lot of other things having to do with my due diligence period. The good news is, I have gone hard on a substantial deposit with Eli and that was one of the reasons he was willing to give me the extra time. I wouldn't release a substantial amount of funds if I didn't believe that I was going to be closing on the building. Nothing is guaranteed, but I would say the likelihood that I close is very high, 95% or better. There are a lot of things that have to be investigated, and resolved before I close, but those are all things that are able to be accomplished in the next 5-6 months. We have some preliminary ideas on the type of development that we will do at this project. Obviously, my main priority is to preserve the Huntridge Theatre. The reason I am buying this property is so I can do that. If it was a vacant piece of land I wouldn't be interested in it and if it was something that I would be buying to knock or tear down which is things that have maybe been said in the past by other people, that had owned the building, or do own the building. This is the reason I am buying

the theatre, because it is such an important part of our history and I believe it is important for someone who is a lover of architecture and the past, to come in and try to get this done. I have made a tremendous investment in this general area and neighborhood. I own several properties all around the Huntridge Theatre. I own the Huntridge shopping center directly across the street, the Henderson Butler building just across the street from that, which was formerly the Gamblers Book Store, the Mahoney's building and the Post Office on Las Vegas Blvd and Carson. Most of those projects are either completed, underway, or currently under renovation. It's my hope that we come up with a great plan for the Huntridge Theatre which at this point, I would like to put some type of residential component around the theatre because I believe that downtown truly needs residential, but I also know that in order to activate a project, it's great to have people living and working in that general area, and that's one of the things that is lacking downtown. We want to have a food and beverage component that we incorporate, a housing component and potentially an office component. All of those things would be built around the Huntridge Theatre and would not hurt the existing structure. All of the existing architecture, my intention is to bring it back to its 1940's glory, preserve and protect it and my end goal with the theatre itself is for it to become a Performing Arts venue again, that would host concerts and events and be the place that downtown can call home. There is a vibrant local music scene that exists here in Las Vegas, since we have so many entertainers on the strip, but there isn't a place where people can go and say this is a great place to go and watch live music, and I am hoping the Huntridge Theatre becomes that. A project like this is ambitious and is going to take a lot of input from the local neighborhood who is very invested in this property and it's my intention to include all of the folks that live in the Huntridge area and downtown, because I believe they are all stakeholders and deserve a voice to be heard. Our intention is once we close, we want to get feedback from all of those people, a lot of them have already reached out to us and we believe we have had a lot of positive dialog. As Brad said, we have proposed a settlement, that we believe is a very reasonable settlement for all sides. We would like to get that settlement inked before we close, but if for some reason that is not possible, I have spent a lot of time getting comfortable with the existing covenants that are in place, that have been approved by a judge in a settlement and if I end up having to just accept the existing covenants, as they are currently in place, I'm also comfortable with doing that moving forward and leaving the current agreement as is. I'm here today to answer your questions and to listen to comments.

The Chair thanks J and states that before he lets any commissioners answer questions, he will go back to Craig Burkett: What's the most recent document as a draft? Is this draft for potential signature or does it need further modifications?

DAG Burkett - As I understood the board's desires as it relates to this property, there was a discussion about turning the property over to the City of Las Vegas, for future handling, monitoring, review of the property. That element of the agreement remains in the newest draft that came from Mr. Jurbic, however I know that there was some language that Rebecca was seeking in the agreement that has to do with admission of authority, (inaudible) that Rebecca was concerned with the idea that the Commission would have to come back into and have continuing observation responsibilities with respect to the property and I know that Rebecca was concerned with language that she had suggested be added to the agreement, and is not in

the agreement that I provided you from Mr. Jurbic. The second element that I think is different from what we had previously understood, I understand that Mr. Dapper is making a commitment of 1.39 million dollars to the property. We had suggested a 2-year timeframe for that commitment; to provide that money. That was removed from the most recent agreement and I know that at least part of the commission thought it would be a good idea to have the commitment of the 1.39 million towards the historic elements of the Huntridge as an element of this agreement; that's not included in this agreement. Under the new agreement, there is also a removal of commitment by Mr. Mizrachi to make a payment of \$50,000 towards the rehabilitation of the Huntridge. The final thing that has been removed from this new agreement is that there is a complete removal of the covenant at all in the agreement. In this new settlement agreement, there is no mention whatsoever of the ongoing covenant on the building. I understand that Mr. Dapper just indicated he is accepting of the covenant that existed on the property thru a signed settlement agreement with Mr. Mizrachi, that was executed back in 2016. We have a fundamental disagreement about the order that came from the court in the permanent injunction, their opinion is that the order says that once the building is rehabilitated, then the covenant extinguishes. Our position is, that the language of the order indicates that upon rehabilitation that the covenant that was previously 12 years and 3 months through our settlement agreement then extends onto the property. The order that we have as it relates to the permanent injunction, we believe says that once the buildings rehabilitated, then the covenant extends from that timeframe of 12 years and 3 months. I understand that they believe that the order indicates that once the building is rehabilitated, that covenant extinguishes. The new agreement that you received from Mr. Jurbic, there is no mention whatsoever of the covenant.

The Chair thanks Craig Burkett and asks, what is the timeframe in terms of continuing to meet with the party that we would hope to have a final document available for the Commission to review?

DAG Burkett - I think you have to come to terms with the City and Mr. Dapper before we can get there, on some central elements of the agreement. If the Commission finds that the agreement is satisfactory as written, you could certainly sign it tomorrow. It's entirely up to this commission what it wants to do.

The Chair thanks Mr. Burkett and opens the discussion up to the Commissioners.

Vice Chair Stoldal - Craig, thank you. We all received a copy of this agreement less than 24 hours ago, so this is really the first time we have been able to hear from you, your thoughts on this particular document. There are some substantial changes in it. Before I get into my questions, I will say that what Mr. Dapper said regarding the covenants is a very positive statement that he wants to move forward with this deal and his acceptance of the courts reaffirming those covenants, really helps me in this process. I read the document last night and again this morning and there are lots of questions that really comes out of article 11 which an independent understanding of some of the terms and I didn't go to law school, so I got a bit of confusion on this. One of the big parts that I am confused about is really, which government agency in fact is going to have oversight of this project. There are several places where it says

the City of Las Vegas, but it also says that there's going to be, and I think Mr. Dapper referred to a draft that has already been made, and by the way Mr. Jurbic, the application for the tax credit was not attached so this commission was not able to read what you were referring to. But that 20% tax incentive goes with it. Oversight by the federal government as well as the SHPO office. When I looked at the Department of Interior the IRS also plays a role in it, so the question is who under this agreement, if a tax incentive is put into place, who is going to oversight on this? I would also note as an asterisk and Brad I know you know this; the City of Las Vegas Historic Preservation Office only has 24 more months of funding. Unless it gets additional funding, that office is going to shut down. I'm very concerned that we are going to move all of this over to the City of Las Vegas, with a very delicate future of the Historic Preservation Office. Who under this current document, is directly going to oversee this project, that it meets Federal, State, and local responsibilities?

Brad Jurbic – It is my understanding under 32CFR, J applies for the tax credits, it's the State that will monitor it, I think its required by federal law, I don't think they can delegate that. I think that if Mr. Dapper doesn't apply for the tax credits or is rejected for the tax credits, it would be our Historic Preservation Officer at the City that will stay on even if there isn't a commission at the City.

Vice Chair Stoldal – From the city standpoint, you're reading, Mr. Jurbic, that the State of Nevada would have oversight, but it sounds like the State doesn't agree with you. Can we clear that up? That is of the things I think we need to clear up before any document, maybe we don't need to clear it up Mr. Chairman, at this moment but before a final document, that language needs to be cleared up. A couple other questions: Brad, did you draft this or is this something from J Dapper's office, their attorney's, and went thru the City?

Brad Jurbic – I drafted this in consultation with Civic Visions, our Harvard professors that have been working on this document with me.

Vice Chair Stoldal – I know we call them Harvard Professors, but what they do is they have their own business and occasionally lecture at Harvard, but I don't want to denigrate them. Mr. Jurbic, why does the City want to eliminate the \$389,000 judgement that the court has put in place against the current owner? Why do you want to get rid of that?

Brad Jurbic – I think that the purpose was to simplify this deal. In 1997 a loan is made to the Friends of the Huntridge for the restoration of the roof. Over time that gets paid down a bit and the building is sold to Eli Mizrachi. In 2016, there is a new deal cut, and that new deal with Mr. Mizrachi, goes from 2016 to 2028, 12 years, and it would require that Mr. Mizrachi maintain the building, work on the rehabilitations of the building and for every year he opens the building, and he got to open the building 12 times a year under that 2016 agreement, the amount that is owed the State which would have been \$389,000, is reduced by a pro-rata share. The way we have interpreted that, if you take that \$389,000 divided by 12 for every year, he has opened the theatre, it goes down by that amount. At the end, at 2028 he would owe no money. It was my thinking that the commission was less interested, and I don't want to be presumptuous by saying this, but less interested in re-cooping the money and far more

interested in providing an incentive to get the theatre rehabilitated and operational. We thought we now have a viable developer that should be given the same chance and if the commission wants the \$389,000 its going to just be one more factor in what's already been a very difficult negotiation. That is why it was removed commissioners, because we believe the commission had set forth a formula in 2016 for the removal of it and this time we have a for real deal, not just chance, but the Huntridge is going to come back to life, and I think that's worth \$389,000.

Vice Chair Stoldal - The issue is that from 2016 until now, it's not just the fact that he hasn't opened it for 12 people, that place has been falling apart year after year, so I'm thinking its four times whatever the mathematical, those 4 years, cause the rest of the time would be under Mr. Dapper and he would certainly be living up to the covenants so it's only 4 years we are talking about, not the \$389,000 so I would look for that piece of math to be in the new agreement. There are a lot of questions that go with the tax incentive, that I think need to be dealt with in a little more detail. It would be helpful to see the application that you indicated was part of the deal. The bottom line, the covenants need to be back in place, we need to clarify who is going to oversee this project. It sounds like its potentially both the City and the State of Nevada in one form or another. The dollar figure of the 1.4 million in one sense, the only reason that has any value to me is if that specifically focused on historic preservation. I think we have all read that the numbers to bring that building back to life are going to be close to 8 – 9 million dollars, so the 1.4 is a drop in the bucket, but if we could have that focus specifically on historic preservation. Mr. Chairman, thank you for your indulgence.

The Chair – Asks Rebecca, if she can give any background on her responsibility of the IRS tax credits.

Palmer - Yes, we have responsibility for reviewing all three parts of the rehabilitation tax credit package, however, I would draw your attention to the fact that a federal rehabilitation tax credit package is not equivalent to the covenants that have been placed on this property. We would be reviewing it, but ultimately the decision would come from the National Park Service.

The Chair Thanks Rebecca

Jurbic – I agree with that. There was an exhibit #5, for whatever reason, you only got exhibits 1-4. Exhibit 5 is the information put together by George & Susan regarding what would be required to be eligible for federal tax credits. I apologize for whatever reason that wasn't scanned and sent to you. Its referenced in the agreement as exhibit 5 on page 4 of the proposed settlement, you will see in Paragraph c where it talks about exhibit 5 which is the standards for rehabilitation according to 36CFR for the use in the federal historic preservation tax incentive program that was prepared by George & Susan. I will make sure that is transmitted and Commissioner Stoldal we absolutely will be glad to flush that out any way you want. I agree with Rebecca that the standards under the CFR are different than were articulated in 1997. I would argue that those standards today that we have put together, once you see them, I think to be honest with you, that they are superior to what is in the 1997 agreement. I don't think the 1997 agreement goes into any detail that I have just articulated; specifically, what level of

restoration will occur and the timeline for it. I appreciate your comments, I just wanted to make that observation and apologize for the missing exhibit.

The Chair thanks *Mr. Jurbic* and asks if the other Commissioners have questions.

Commissioner Marion comments: I am thrilled to see that there is some movement going on and that there is a developer who is interested in trying to preserve the memory of what that neighborhood meant. Hoping the details can be worked out so that something can move forward.

Dapper – Thanks the Commissioner. I am very committed to this neighborhood, as commissioner Marion has said. You have seen some of the changes I have made at the properties I do own. I am a lover of great architecture and embracing the past and I think that it is an honor and a special thing to own this theatre. It is an important, vital part of our Nevada history. I was born and raised in Las Vegas and when I was a kid, I used to go to concerts at the Huntridge. My aunt was the first graduating class at Gorman and paid her tuition by tearing tickets at the Huntridge Theatre. The one thing that I want to be sure of, is that I am not treated unfairly when it comes to some of the sins of the current owner. I have spent a considerable amount of time looking over those covenants that were previously agreed to and I don't have any issue fully agreeing to all of those covenants and that is why I said when we started this conversation, maybe the solution to where we are at is not creating a new document that says I am going to do x, y, and z. These previous covenants were heavily negotiated, certainly the SHPO board was a part of those negotiations and more importantly, they have been blessed in several incidences by different courts. Once the theatre has been restored, everyone will feel more comfortable that it's been preserved. I would agree with Bob Stoldal that 1.4 million dollars is a drop in the bucket. Nobody is going to be restoring the Huntridge Theatre for 1.4 million dollars. It probably is closer to 8-10 million dollars. This is something that is going to take time. One of the things that is in the existing agreement is a 2-year timeline. If I was to agree to something like a 2-year timeline, I would be being disingenuous, because there isn't a person in the entire world that could go thru the planning process, community outreach, entitlements, and the preservation portion of this project, and get to the end of it in 2 years. The building that I just completed directly across the street, people have called, text, and emailed me and said they love it. At the end of the day it's a Roberto's and a Cappriotti's, but it was built to pay homage to a certain type of architecture. People love the architecture of that building. It was a brand-new building, built from the ground up and it took more than 2 years. When you build a brand new, from ground up building, you have the benefit of working with new products, new materials, and things go relatively quickly, so if that building took 2 years, I know this project is going to take some time. I don't want to put hurdles or things in place where I know that I am not going to be able to meet those deadlines. What I'd rather do is make commitments that I know that I can keep, which is if I can close in December, which I have said in the beginning of the call, that I am 95% sure that I will, unless I find something like the building isn't structurally sound. That means this is going to be a great process, it may take some time, but we are going to do it right. I have reached out to some architecture firms outside of Las Vegas who specialize in the historic preservation of historic theaters. If you are familiar with the Greek Theatre in Los Angeles, it's a very historic

theatre that recently went thru a tremendous re-model and the company that did that is called Page and Turnbull, and it just so happens that an architect there is my cousin Todd Smith. I have wanted to work on a project with my cousin since I got into the development and real estate business and since he works on very special buildings, I have never had the opportunity to do that. Since this has started, we've been talking to Page & Turnbull and I am looking forward to hopefully finally working on a project with him and his company. Again, we have had many conversations about how and the right way to do this, but because there are so many things up in the air and unknown at this point, I haven't been able to truly move forward. There is a couple of things that I am very confident will not happen. There is so much bad blood between the current seller, the State, the City and everybody else involved that Eli, is not going to agree to write a check for fifty thousand dollars, three hundred thousand dollars, or even one dollar. It's a shame that he doesn't want to participate more in this process. I feel fortunate that he has agreed to a deal with me and that he is willing to give more time to close the deal with everything that is going on with Covid. I don't want any past beef with him and bad blood between the State, the City and him to come in between me closing on the Huntridge Theatres. As much as I would love to have his fifty thousand dollars to renovate this theatre, I know that is just not something that is going to happen. I have committed to purchasing this property, cash, which is the only way you can buy it because nobody is going to write any debt on this, especially right now. When it comes time to eventually do the project, the construction, and all of the rehabilitation that takes place, that will require me to go out and get a loan and the one thing that I don't want to do is agree to something that could potentially make that financing more difficult than it may already be. That is why I said the existing agreement that's in place, I've spent so much time getting comfortable with it and there's definitely participation in there from the SHPO board. There is very specific things that I have to do once I get to that point in time where I close, which is protect the property, clean it up and make sure that it doesn't fall into further deterioration, and I am fully committed to that. The day I close, a protective fence will go up around the theatre to make sure people are not trying to get in, which has been a constant issue and problem. I will immediately go in and clean up anything and everything, and most importantly I will go in and safe off all of the live electrical that is currently in the building to make sure that an electrical fire isn't started and the building burns down. With all the people on the call today, if there is one thing that we would need to be worried about its that we are dealing with a very old building. As long as somebody hasn't taken the time to safe off the building and power it down, there is always a chance that could occur. It is my intention to make that a priority. I have already started to get bids to do that and if I get the sense that I can resolve things with the State, I may even make the decision ahead of closing on the property to go in and just spend the money to do that as long as Eli will allow me to, to ensure that we don't have a mishap and the building doesn't burn down and catch fire before I am able to close on it. We can continue to work with Craig Burkett on coming up with an agreement, but I believe that maybe the simplest solution to this is simply by us all agreeing that the existing agreement in place that gives the protections to SHPO and the State that are existing, we just continue on with that. If I make this commitment to come in and buy this property for four million dollars and spend a substantial amount of money to rehab it, I would definitely want to make sure that this three hundred sixty-nine or eighty-nine thousand dollars, upon completion of the renovation is forgiven, because I don't think that I should be penalized for Eli's sins. I don't necessarily think that you should, on the day I close,

forgive it and if anything, if there was an agreement that was put in place to allow Eli to reduce that by a twelfth every year which is not very much, then I would want those same things as long as I lived up to all the covenants, which I know I will. At the point in time when I spend six, seven, eight million dollars, and invite you all in to see the first performance or the grand opening of the Huntridge, I would like that money forgiven because this is already going to be a huge undertaking financially and certainly from a time perspective, and I think the ultimate goal for the City of Las Vegas, certainly the Huntridge neighborhood, myself and the board that is on the phone today, I think is to save the theatre. That is my position, that is how I feel about this and I am happy to answer any questions, but I feel pretty strongly that we're down the road with Craig and that maybe continuing to work on this agreement we can certainly do it, but maybe what's best is the board can take a second look at all the current covenants that are in place and if you all feel comfortable with them, maybe we just move forward and leave that in place and hopefully get to December and let me close this deal.

The Chair – Thank you J. On behalf of this board, we have said this before and we will say it again, one, you are correct saying our goals are alike. We all want to save this building and we all want it properly rehabilitated. We look forward to reaching an agreement with you and with Brad Jurbic representing the City of Las Vegas. I know we have individual concerns, but I don't think there is anything we talked about today that is insurmountable in good faith negotiations to close this deal and bring forward an agreement that this commission could vote on. Obviously, it is not right today. We cannot vote on this agreement because there is no agreement. No meeting of the minds yet, but I would hope Craig would continue to work with you and in the very near future we could reach an agreement. I think the information we have received today is very helpful, perhaps helpful to Craig. This commission has given instructions to him in the past and we would like and hope to move forward.

Vice Chair Stoldal– Expresses his personal memories and the special meaning towards the Huntridge theatre and goes on to say, to wrap up the four things are, and appreciates Mr. Dapper's comments, both his plans and his thoughts on the covenants. There has been a significant leap forward. So, if the covenants can be restored, and as an FYI, those covenants are not unique to the Huntridge, the State of Nevada for the last two decades has granted more than forty million dollars in funds to restore buildings and put life back into them, and with that went these covenants. So, these covenants are not unique to the Huntridge. The next agreement, we really need to clear up who is in charge. It is likely to be a combination of elements. Maybe the three hundred and eight-nine million dollars is not an appropriate dollar figure from the current owner but certainly something for the last four years where he has ignored this commission, he has ignored court decrees, he has ignored the tax payers of State of Nevada, he has thumbed their noses at a variety of people. There is no bad blood between this commission and Mr. Mizrachi, its simply that he needs to follow what he signed off on those court documents. The last thing is, I would like to see in the agreement, the City of Las Vegas has its own historic register. This is on the National Register, but if the City of Las Vegas is going to play a significant role in oversight, then I believe that the Huntridge should be placed on the City's register as well. I would like to see that addressed. Brad or Craig, if

we could get a copy of the tax incentive application, that would be great. Thank you, Mr. Chairman.

The Chair – Thanks Bob Stoldal and asks Commissioner Rappa if she had a comment.

Commissioner Rappa - I'm encouraged by what I have heard today. I'm glad to hear that Mr. Dapper is willing to go along with the covenant and that was very encouraging. I agree that we are not in a place to make a decision today. Just as a side, I know that is not a part of our job as commissioners, but I would love to encourage Mr. Dapper to make some of the housing available as low income for artists in downtown Las Vegas. Especially given performing artists and how Covid has affected their ability to pay rent. I know its way down the line, but it may be something to factor into the plan.

The Chair – Thanks Commissioner Rappa.

Dapper - I just want to say one thing. It's interesting, were all sitting on a teleconference talking about an historic theatre that I am going to guess that many of you have not set foot in in many years, and I think it's important we use our time wisely over next five or six months and what I would like to do and you guys can let me know the best way to do that, but I know that you can't all meet together as a board because of the open meeting laws. When I was a planning commissioner in Clark County for nine years, we couldn't all ever show up at the same place, at the same time, but maybe I could schedule two different tours of the theatre in the sixty to ninety days and take a look at it. I think it would be helpful for all of you.

The Chair - Thanks J for the offer. A number of commissioners have been in the building, the State had a regular inspection regime, which was partially met when we were allowed access by the current owner. If you want to make that invitation, certainly any commissioner on their own is willing to participate in that.

The Chair asks if there are any further comments from the commission. Asks Craig Burkett if he had a comment.

DAG Burkett - Thanks the Chair. I just have a quick question and I sincerely want to thank Mr. Dapper for his comments and I want you to take these questions as an effort to assist everybody in understanding what kind of a deal we can make and I am a little concerned and I want to make sure that this commission understands your comments in just a little more detail because I of course am the guy who has to write this up. As far as the timeline, I understand your two-year commitment is too strict in your mind, and I certainly understand where you are coming from there. I am wondering if there is a timeline that you are happy with as it relates to a commitment to spend the 1.39 million, and I also wondered if you would be willing to make that commitment to the historic structures in the Huntridge. I know that was important to the commission; has been expressed to me as important to the commission. So, I wondered if you could address that. The secondly, I just want to make sure I want to understand what you are saying about the covenant. Is the idea that you are acceptable to is the same sort of deal that Mr. Mizrahi entered into and that is that upon closing of the property then there would be a 12

year timeframe where the three hundred and eighty nine thousand dollars would then be reduced from the initial obligation and those covenants would run for that time frame. Those are my two questions and again my questions are meant to be helpful here because I want to make sure we are all on the same page.

Jurbic – If I could address this really quickly because this (inaudible). I have a copy of a draft settlement agreement (inaudible) It had a requirement in in that after restoration is completed, there is a 12-year (inaudible) to maintain and basically don't tamper with it. I asked where that came from and the answer was the judge's order. The judge's order is exhibit one and so the commission really has to hold opine on this. I hate to hold you on the spot, but you must opine on this. The exhibit one, if you look at it, is a simple four-page order issued by Judge Alf, on October 29th of 2019. That is the order that is the result of a hearing where the City of Las Vegas moved to intervene because we are an interested party. We are not a plaintiff, we are not a defendant, we are just an interested party. We want to make sure that we keep our eye on the ball here, which means at the end of the day the Huntridge is brought back to life and the more hickies that are put on this deal, the less likely that is to happen. Mr. Dapper could probably tell you; I had this deal together in February of last year. My own people with Economic Development of the City threw obstacles at it. We finally got it back together and then Mr. Mizrachi didn't want to do the deal. Then we got it back together, back together, and finally we end up in court. I am not kidding you when I tell you, getting this far is nothing short of a miracle. That's why the theatre wasn't restored in 1997, its why it wasn't restored by Mr. Mizrachi, and why we have a shot at it now. What we did was we were in court and we made some comments, that we thought would help the judge see the bigger picture and at the end of the day she issued an order. This is where there is a disagreement. The original settlement agreement sent to me, said maintain for twelve years beyond the completion of restoration as contained in the judge's order. I did not have the judge's order, I received it on Sunday. If you will look at page three of four, paragraph two under Conclusions of Law, it says that the defendants violated the terms of the consent agreement, That's Eli's company, we all agree with that, (agreement executed in 2016), by failing to take action to rehabilitate, I understand in a timely manner. They probably violated the conditions in more than one way. More than that, he didn't let people in twelve times a year as he was supposed to do among other things, and therefore the judge said, "In equity, the covenant that would have otherwise expired on December 31, 2028, shall be continued and permanently extended until such time as the building is rehabilitated as required in this order." Plain words have plain meaning. What she says bluntly, is the covenants shall be continued, those are the 1997 covenants that were extended in 2016 with Eli's renewed agreement with the State. Then she said that we can permanently extend it until such time until the building is rehabilitated. There is going to be disagreements between the attorney general's office who I respect their office a lot and I respect Craig, but there is going to be disagreements to what that language means. I don't see the number twelve years in there anywhere. I don't know how you reach back to a 2016 agreement and interpret it as saying there is twelve more years. The way we read that and the way J and his attorney reads that, is that we agree, the covenants are there, and Commissioner Stoldal, on page one of the settlement agreement, we actually call out the fact that, paragraph c, page one, the court held that the defendants violated the terms of the consent judgement and that the covenants should be extended. What we are trying to do is say yes, the covenants are

extended, but we are also saying there is an opportunity to clean them up. If you don't want them cleaned up, that's fine, and J is willing to live with them as written. But when we go to the federal government, to the National Park service to apply for historic credits, if that is a decision of Mr. Dapper, then we are going to need more than just the way the covenants that were written in 1997. It seems a little silly to me to have two standards; the standards set by the settlement with the State and the standards set to receive potentially a million dollars in tax credits from the federal government. They should be the same. It makes it easier to manage and understand. We are definitely going to need to hear from the Commission because it really make all the difference in the world as to whether or not Mr. Dapper signs an agreement with SHPO or he just sticks with, he just buys it understanding that in escrow is the original covenants that were agreed to in 1997 and extended in 2016. So that twelve years is going to be very critical and we are going to need to hear from you whether it is today, or in the future as to whether or not that's what you want, because I don't think the judge said it and I think if you want it, what your doing is putting another hickey on an incredibly tough deal. As J just said, it's going to be not two years, maybe four years before he begins construction after you go thru everything he is doing on this site, and another four to five years before it opens. And then beyond that there is a twelve-year requirement to do certain things that weren't even required of Eli in the past? That seems erroneous. I'm being blunt with you that it's going to be issue that needs to be addressed. It's the 800 lb. elephant in the room and I'm getting it out there, so you have an opportunity to think about it, give input to your legal counsel and let us know what you want to do.

Dapper - I would like to add one last thing to what Brad said, I agree with what he said and that's why I started off by saying I really do feel like making this as simple as possible is the best way for us all to get to the end of this and hopefully get to the point where we all successfully save this building and maybe, Craig, what we really should do if we feel one way with the language and you feel another, I think that we could easily submit something to the courts and get some clarification from them, and once that clarification is received, we can take that clarification and put together what our proposal would be to affirm what the courts have said and present that for the Commission consider. For us and the AG's office to have a disagreement and try to hammer something out, like I said, let's all stay focused on what the goal is and that is to save this building and if there is clarification needed, we would all agree that if there is a disagreement to what the language says, instead of us assuming or trying to interpret what the court says, it's very easy for us to go back to the judge and ask to clarify this. That would be my suggestion.

The Chair - Thank you J. I am going to call on Craig and then call on Judith Simon and then Commissioner Stoldal, so Craig, just comments on what Mr. Jurbic said and whether that's appropriate for us to do that now or at a later date.

DAG Burkett- I actually asked the question of Mr. Dapper, not Mr. Jurbic because I knew we would get into a discussion and I was trying to avoid having a legal discussion. I obviously have my opinions of what the order says, and he has different opinions. I'm not going to re-hash that. I did draft a letter to his office this week in identifying that. I was really trying to

bridge the gap here, and not have an argument about what the order did nor did not say. I was trying to get from Mr. Dapper just his thoughts on two things. One is what he sees as what covenant he would be interested in entering into and secondly just that timeline issue, I thought it might be helpful for the commission to hear from you, for example if there is a five-year example time, I thought (inaudible)

Dapper – Craig, Brad said it, but I am going to say it the way I can say it the best. Development is tough when you're working with a brand-new site. This is different. I have never restored a 1940's building. I've never dealt with the federal government for tax-credits, a state preservation board and more importantly an entire community that has an interest in this building. You want to nail me down on a certain amount of time, and if I said to you whatever the amount of time is, 2 years, 3 years, 5 years, 6 years, it's not that I am not trying to not make a commitment, I'm going to show immediate progress, but it would be irresponsible for me to say I can do it in 4 years or I can do it in 5 years. If I'm going to do it the right way, and I'm going to talk to all the stakeholders, listen to your input, the cities input and everybody else's, we need to be realistic that it does take time. We are talking about arguably one of the most important buildings in the State of Nevada. I'm just not comfortable. A month or two going by, I'm not going to come back to you and go, "I can get it done in four or five years", because there is a good chance that I can, but there is also a chance that when we get into opening the building up and having the neighborhood come and have input, we could get bogged down for a period of time and there could be a lot of people very interested. I have had people push me in one direction or another trying to nail me down and say, you need to have this, just like Commissioner Rappa said, she wants low income housing if we end up having residential. I think it's a great comment. Not even low-income housing but how about housing for artists. That was actually something that I wanted to do because we have a musical venue here, how amazing would it be to live at a place where you can walk downstairs and play some incredible music. But all of these things take time, so Craig, on this call or future calls, I am never going to be able to get comfortable and give you an amount of time unless it's a huge amount of time like 8,9,10 years, because I want to play it safe. When you read the existing covenants that are in place, it says that I'll make efforts and show progress as to me preserving this building. I don't own the building and can already show you that progress. I think keeping in mind what's important, that's what I would say. The second thing you asked about the 1.3 million dollars towards the building, I said in the very beginning, this is going to take a lot more than 1.3 million dollars. There is no covenant in place that says I have to spend a certain amount of money. I can already tell you; I know I am going to spend more than 1.3 million dollars on the historic portion of the building, the actual Huntridge Theatre. Would I have a problem putting that in writing? No, I would not.

The Chair- Thank you J. Judith, you had a comment or question.

Commissioner Simon - I just wanted to say I thought we were making really good progress, and then we went down into the weeds again, so I'm hoping we have given enough direction with all the comments to our attorney so that we can move forward. I (inaudible) a few years ago and saw its disrepair, also met with Mr. Mizrahi who (inaudible) at that time and he was

very cordial, I wouldn't say there was bad blood. There has just been full ignoring of the goals of the restoration and (inaudible).

The Chair - Thank you. Now Bob Stoldal.

Commissioner Stoldal - Thank you Mr. Chairman. Two points. One is the issue of the covenants is also tied in some ways to the tax credits. That tax credit is not a guarantee. If we simply rely on the tax credits, and there is going to be oversight from that, that does not make me comfortable. Secondly, buried within this agreement that we got last night is the word or phrase, CLG. That is a back door for the City to completely get out of this deal and its oversight. It says that the City will only oversight and take care of following the historical requirements for this building if it's a member of the CLG. Well, guess who's got the option to get in and out of CLG? The City of Las Vegas. So, the City could simply pull the plug and Mr. Dapper, not that I am suggesting that he would do that. So, there is language in the current one that is not comfortable. All of that said, I would agree with the other commissioner, I think there was significant progress today. Some things got to be cleaned up and I would hope we could get the Huntridge theatre as Mr. Dapper said, arguably one of the most important structures in the State of Nevada, that we could get it as part of the seal of the City's historic register. Thank you, Mr. Chairman.

The Chair - Thank you Bob. Craig, I think you have heard the commissioner here, you have heard it in the past and other venues, I know that Mr. Jurbic wants some decisions, I think we are not prepared to make those today, but Craig you on behalf of the commission, know our position and continue to negotiate and hopefully in short order I would hope that so Mr. Dapper knows exactly what he is agreeing to and he is showing a great willingness to be flexible. We should show the same with respect to the comments Mr. Stoldal made about the protections that we need, and we can move forward. If there are no other comments, I would like to move on from this item. We have other things on the agenda. I think Craig, you have enough instructions to move forward and hopefully have another meeting in the very near future with the parties and report back to the commission. With that I am going to move onto the next agenda item.

5. Discussion and decision on the City of Las Vegas' request to make permanent modifications to the Tule Springs Ranch and to use previously purchased roofing materials on the Hay Barn at Tule Springs Ranch (a/k/a Floyd Lamb Park).

The Chair requested that staff bring the Commission up to date on the situation.

Palmer stated that staff has some items proposed by the city of Las Vegas to modify portions of Tule Springs Ranch which is covered by covenants placed on the property in 2014 from the grant funds used to repair the adobe on the property. Staff is looking today for support for the letter that was sent to the City of Las Vegas dated June 12, 2020.

The Chair asked about the contents of the letter.

Palmer stated that the contents of the letter covered some of the proposed modifications to the Tule Springs Ranch including modifications to the Hay Barn. The letter states the staff opinion as to whether the modifications meet the Secretary of Interior's Standards. Staff is looking for a review of the letter and support for it. In addition, the City purchased roofing materials to put on the Hay Barn prior to consulting with our office and now they wish to use those roofing materials for the Hay Barn. It is our opinion as staff to the Commission that use of those materials on the Hay Barn would not be consistent with the Secretary of Interior's Standards for Rehabilitation.

The Chair asked if there was a Covenant on this property, correct?

Palmer stated that there was a Covenant on the entire Tule Springs Ranch and that is because the Commission had expressed the desire that when state funding is used to rehabilitate a building in a "cultural center" that the covenant isn't placed only on the building but on the entirety of the center and all of its contributing buildings on that parcel. The City signed on that covenant and it was recorded in 2014.

Vice Chair Stoldal reviewed his notes and the previous testimony from former Clark County Commissioner Chris Giunchigliani and this question is for Craig. What do we do if this whole thing is illegal? He knows that there is a petition at the AGs office requesting a formal opinion from the AG concerning this passive issue and he wonders how that plays in with whatever decision we make here? Or whether or not we can make a decision?

DAG Burkett stated that these were very good questions, but he is a little troubled giving the Commission an opinion at this point as he has not fully had an opportunity to consider the issue and give a recommendation.

Vice Chair Stoldal stated that his question really gets down to this, he is in favor of supporting what *Palmer* has written in this letter, but are we then saying the rest of the project is okay by simply endorsing this letter? Are we then endorsing this project?

DAG Burkett stated that he can't see that as the case.

Vice Chair Stoldal thanked him.

The Chair asked for comments from other Commissioners. He asked *Palmer* if the impact of the letter would be to deny their use of the previously purchased materials?

Palmer stated that yes, that would be correct. It is our opinion that use of those materials on the Hay Barn would be inconsistent with the Secretary of Interior's Standards for Rehabilitation.

The Chair asked if any Commissioners had any concerns with *Palmer's* letter?

Commissioner Marion stated that he had no concerns with the letter.

Commissioner Rappa stated that she supported Palmer's letter.

The Chair stated that he had a question for DAG Burkett. He provides consulting services for the City of Las Vegas, not on this matter or anything related to this matter, can he vote?

DAG Burkett stated that he wanted to know precisely what The Chair was asking.

The Chair stated that he could recuse himself and not vote.

Commissioner Rappa asked The Chair if the Commission would have a quorum if he didn't vote?

The Chair stated that they had Commissioners Stoldal, Simon, Marion, and Rappa, so yes, we do.

Vice Chair Stoldal stated that a favorite phrase of the AGs office in the past is "out of an abundance of caution", you declared it and your honesty and integrity is above question, but that is what he would suggest.

DAG Burkett stated that he appreciated Vice Chair Stoldal's thoughts, generally the Open Meeting Law and the AG wants people voting on any and every issue we can. We favor voting, that is why you are here. On the other hand, we have conflict of interest issues. If you are not employed by the City and you do not benefit from the decision, there would not be conflict of interest. However, out of an abundance of caution, you do not vote on this issue and instead take a pass, that would be appropriate as well.

The Chair asked if there were any members of the public who would like to comment before he takes a motion?

Hitchcock stated that yes, she has Terri Robertson who would like to provide comment.

The Chair stated that if they could hear three minutes from each please.

Hitchcock stated that she other hands popping up as well.

Robertson stated that she isn't as famous as Chris Giunchigliani who everyone knows so she wanted to give a little of her background. Back in the 70's she worked with a group and Mayor Kieslowski (sp?) then to get Red Rock set aside as a National Recreation area which has since be changed to a National Conservation area which is wonderful when Bureau of Land Management got that status. I am a founder of the Friends of Sloan that worked hard to get the Sloan Canyon National Conservation Area, founder of Friends of Gold Butte and worked hard to get the National Monument at Gold Butte, and in the middle of all of that, she has always worked on the park. When the State had it, we had a group called the Friends of Tule Springs and they were an advisor to the State Parks department. When the City wanted to take over the land, we met with officer Larry Brown. We knew immediately after that meeting that they

thought it was going to be a cash cow. They told us right in the meeting that they were going to let Bureau of Land Management revert land and then they were going annex it and develop it. So, 2,000 acres of what had been affiliated with the park would be lost and they were going to put ball fields and a swimming pool, all kinds of things in the park. If you haven't been there, let me give you a description. In the middle of Las Vegas, we have an oasis with green grass and lovely historical buildings from the 40's, and ponds, and trees and it is just a beautiful wonderful place and it is just at certain times of the year ospreys come down in their flight and fish in the pond right in front of me. I have seen it several times and every time they fly off with a fish, all of the audience at the picnic tables and the fishermen clap. Where else can you see that, but in this asset, this wonderful park. The bill that transferred the land, we wanted it firm, so that passive recreation can continue. The City would have to adhere to so many ordinances. First of all, they had to accept the Bureau of Land Management land as part of the park, they had to do that before the land could be transferred. They had to agree to passive recreation and within that it said that no development could be done unless it were to increase the passive recreation. That would mean more lakes, more trees, it would be wonderful. We are right now in the middle of horrible travesty at that park. I hope that you who live in Las Vegas will go and see it. They are putting in lighting, they have put in electric work and footings for thirty lamp posts.

Hitchcock stated that her three minutes were up.

The Chair thanked Robertson for her comments and asked for the next person.

Hitchcock stated that she would bring on Maury next and then Diane.

Nothing was heard from Maury.

Palmer requested that Hitchcock move on to Diane and that they would come back to Maury when they are able to speak.

Nothing was heard from Diane or Maury.

Vice Chair Stoldal stated that while they were waiting, he wanted to point out that on page 2, letter B, deals with the lighting issue and calls for a reduction in the number of poles...

Maury came on.

The Chair requested that Maury identify herself.

Livingston stated that Maury was Karen Livingston and she is president of the Protectors of Floyd Lamb Park at Tule Springs. The organization that Chris G. mentioned earlier.

The Chair stated that she had three minutes.

Livingston stated that she just wanted to mention that the roofing material is really something that the City does on a regular basis. A pattern of behavior of doing things without getting prior approval from SHPO. As Robertson previously mentioned, this past couple of weeks, they have been pour huge footings around the Hay Barn to install lights and it looks 30 such footings with 16 of them around the area where the Gazebo is. She sees in the June 12 letter, that Palmer has asked them to reduce the number of lighting that they are putting in. For some reason, the City seems to be in a big rush to get this Hay Barn done, even though we have asked them to slow down and wait for the opinion from the AGs office. They have refused to do that. Talking again about things that have been done without SHPO's approval, asphaltic material was put around just to the east of the historic area of the park. They have said on numerous occasions that this was for the Celtic games and then on other numerous occasions they said it was for dust control. The actual story that we get from Parks employees is that that was put in for the May 11, 2019 wedding that was held in the Hay Barn with approximately 150 people who attended that wedding and at the time the Hay Barn was considered a building code of U storage facility and the Fire Marshall had said that the building was unsafe to be used as an event. However, the City went ahead and used it. Prior to that, Tommy White had come in and cleaned up the Hay Barn in May 2019, poured additional concrete and put in LED lighting. These are things that had never been put forth before SHPO for approval. She also wants to mention that, as Chris G. mentioned earlier, she was involved in drafting that legislation that was put in place to prevent happening exactly what is happening at the Hay Barn right now. That legislation was the 2003 Nevada State Senate bill 444 and that bill states that the park is to be used only for passive recreational purposes only. This language was used in drafting the transfer agreement and in that agreement, it uses the National Recreation and Parks definition of what passive recreation is. She read: Passive recreation refers recreational activities that do not require prepared facilities, like sports fields or pavilions. Passive recreational facilities place minimal stress on a site's resource. As a result, they can provide ecosystem benefits and are highly compatible with natural resource protection. Now also for that transfer from the State to the City to occur, the State and the City agreed to prepare a Master Plan for Floyd Lamb Park. In that Master Plan, it ensures that at Floyd Lamb Park and the adjoining Bureau of Land Management lands are to be used for recreation, conservation, and critical infrastructure purposes. We have asked the City to slow down and they will not. Once the changes are made at Floyd Lamb Park, once these changes are made you can't go back and undo them. The City will have disturbed the land and what is unique about the land. She asked the Commission to table any future requests to make modifications to the surrounding two acres until the AG has given his opinion.

Hitchcock stated that they were at 3 minutes.

The Chair thanked *Livingston* for her comments.

Livingston, speaking for Maury, thanked the Commission for allowing her to give them her thoughts and opinions.

Hitchcock stated that they had more ready to speak.

Palmer requested Diane Siebrandt please.

Siebrandt stated that she was the Historic Preservation Officer for the City of Las Vegas and she was on with a number of her colleagues from Public Works who were also having audio issues. She asked if the Commission had access to the response letter that the City sent back pointing out that this roofing material was used on the other historic buildings including the Black Horse Tavern and Ice Age National Trail as well as some other scenic byways? And if that was taken into consideration and also if the roofing is denied are, we able to move forward with the remainder of the project?

The Chair asked Palmer if she had received a letter and if it had been distributed?

Palmer stated that yes, the letter is in the supplementary materials identified as, it is the last supplementary material and is identified as 5h “roofing and supplementary information” from May 2020.

The Chair asked if the Commission did get a copy of the letter?

Palmer stated yes.

Commissioner Simon asked if it was dated May 11?

Palmer stated that she believed it is yes.

The Chair just wanted to make sure. He asked Siebrandt if that is the same letter?

Siebrandt stated yes.

Vice Chair Stoldal stated that out of an abundance of caution, and he doesn't work or consult for the City, he does serve, and has done so for the better part of 20 years, on the City's historic preservation commission. Just as a declaration so everyone knows where he serves.

The Chair asked Siebrandt to continue and he didn't mean to cut her off.

Siebrandt stated that that was it but asked if there was any response to the City's letter to SHPO? The other parts of the project were approved, it was just the roof. In that letter, in addition to the roof, we were able to address the other concerns. Just wanted to get clarification on where we were with the other parts of the project.

The Chair thanked Siebrandt.

Vice Chair Stoldal stated that the letter from SHPO is dated June 12 and the letter he has from the City is May 11. He doesn't have a letter addressing SHPO's letter of June 12. He has an earlier letter, but he doesn't have one directly addressing the June 12 letter. Is there a letter from the City addressing the June 12 comments?

Siebrandt stated that she never received a June 12 letter from SHPO.

Palmer stated that the letter was in the supplemental materials and is identified as Agenda Item 5 for items A-H, SHPO letter 6-12-20.

The Chair asked who it was addressed to?

Palmer stated that it was addressed to Siebrandt and is dated June 12.

Siebrandt asked if it was emailed or regular mail because she hadn't received it.

Palmer stated that she believes it was emailed, but she can check on that. If it wasn't, we can email that today.

The Chair asked if there was any other public comment.

Hitchcock stated that she had a person who wanted to give a public comment for Agenda Item 4.

The Chair stated that the member of the public who wants to give public comment on Agenda Item 4 can do so at the close of the meeting.

Hitchcock stated that there was another request to comment, an "ML Brown." She let them in.

No sound was heard.

The Chair asked if any member wanted to make a motion?

Vice Chair Stoldal made a motion to approve the letter that has been sent June 12, 2020. The challenge is that the City hasn't received the letter. Before he makes the motion, if the City hasn't received the letter, we aren't really getting proper feedback from the City. He is kind of at a bit of a loss, he supports the letter, but there are number of items in the letter, including addressing the number of poles and so forth. He withdrew the motion to think a moment.

Commissioner Simon stated that it says, "for possible action." Is this something that we need to take action on today? She agrees with Vice Chair Stoldal, if the City hasn't received it, it is difficult to know what their reaction is.

Commissioner Marion asked if this is a letter that has been signed and sent, and if they were to vote that they didn't support the letter, he doesn't understand the procedure here. A letter has been signed and sent and now we are being asked to approve a letter that has been signed and sent. Is that what we are doing?

The Chair stated that we are confirming for staff that we support her position. That is all that we are doing.

Commissioner Marion stated that if that is the case, he will make a **motion that the Commission supports the position of staff in their recommendations they made in their letter of June 12.**

Commissioner Olmstead seconded the motion.

Hitchcock stated that the chat from ML Brown was “the roofing material was the same as that used on Foreman’s House as approved by HPC”

The Chair asked if any Commissioners had a comment? None were heard.

Motion passed 5 Yea, 0 Nay with *The Chair* abstaining to avoid the appearance of a conflict.

6. Discussion and decision to allow the Dayton Historical Society and Lyon County to use a portion of their FY19-20 award (CCCHP-19-15), upon availability of general obligation bond proceeds, to prepare a bid package to recapture their Dayton Station Restoration Project (Temporary ID #SLY-09) federal Transportation Alternative Program (TAP) funds of \$403,000

The Chair stated the final agenda item was not something they can consider at this time nor can they vote on it. The Chair asked Palmer to bring them up to speed.

Palmer stated that the agenda item is no longer relevant or is moot. The Dayton Depot was burned to the ground yesterday by an arsonist. It no longer exists. The proposal put on the agenda was to suggest that NDOT money come back to be requested again to restore the building. This is no longer an option. There is nothing remaining of that Depot, it is charcoal, it has collapsed. The Grantee is distraught and apologizes for not being present, but this is understandable as she has contributed hundreds of hours to the rehabilitation. The arsonist in question, as suspect has been arrested and she is hoping that justice will prevail in this case. At some point the Commission will have to consider what to do with or how to reobligate the funding that was to go to the Dayton Depot. But my recommendation, as staff, is to wait until the proceeds are in the account and then make a decision.

The Chair stated that this agenda item was very specific, and we are not now able to reconsider the most recent grant that they have made for the preservation of the Depot. So, we will do that at another meeting. That ends Item #6.

Commissioner Marion stated that this is such horrible news. He requested that Palmer keep him updated on the arsonist, especially those in the South that may not have access to the news reports from the North.

Palmer stated that she would. There is some information on the suspect, she stated she would send that today.

Commissioner Simon requested that *Palmer* convey their deepest sympathy they worked hard on the grant.

The Chair requested public comment and will limit it to three minutes given the length of the meeting.

7. Public Comment

Hitchcock stated that there was a *Melissa Clary* that would like to speak on Agenda Item #4.

Clary stated that she wanted to speak out on Agenda Item 4, the Huntridge Theater item, she wanted to echo the Commission's happiness to see any movement on this front. As a member of the Huntridge Foundation, we started this foundation about 10 years ago to advocate for the preservation of the theater. She also wants to echo the concern that the agreement be detailed, and the attachments are not there yet. This emphasizes some significant points that we are not getting to see the details on. Maintaining the protective covenants is very important to us. We also echo Commissioner *Stoldal's* recommendation that the theater be placed on the City's register. She knows that enforcement of the covenants has been difficult, especially for SHPO when most of the staff are up in the north and can't see some of the problems on the ground. She believes adding it to the City Register will significantly help in that area. That is pretty much what they want to see. They definitely want to see future iterations of the proposal. Hopefully it will come back to this forum again as part of the public process. They look forward to the prospect of the Huntridge coming back.

Hitchcock stated that she didn't see any other members of the public.

The Chair stated that just as a comment, the Commission will have another public meeting before it adopts any final proposal. He thanked the Commission for their time as it turned out to be a lengthy meeting. This is what the Commission is all about, ensuring that these properties can be used. He is hopeful that there will be a resolution for the Huntridge and that the City and the SHPO will find a resolution as well.

8. Adjournment at 1:14 pm