



# City of South Lake Tahoe

*"making a positive difference now"*

## **SOUTH TAHOE REDEVELOPMENT AGENCY SPECIAL MEETING AGENDA**

**Friday, July 8, 2005, 2:00 p.m.**

**City Council Chambers, 1900 Lake Tahoe Blvd.  
South Lake Tahoe, California 96150**

*Kathay Lovell, Mayor  
Hal Cole, Mayor Pro Tem  
Councilmembers:  
Ted Long  
John Upton  
Mike Weber*

**ALL SOUTH TAHOE REDEVELOPMENT AGENCY MEETINGS ARE OPEN TO THE PUBLIC**

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

This Agenda Item is available for review at the City Clerk's Office, 1052 Tata Lane, So. Lake Tahoe, CA

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**2:00 p.m. - CALL TO ORDER/PLEDGE OF ALLEGIANCE TO THE FLAG:**

**ROLL CALL:**

**SOUTH TAHOE REDEVELOPMENT AGENCY UNFINISHED BUSINESS:**

- (a) Discussion, Direction and Possible Action Regarding Request by Marriott Ownership Resorts, Inc. and Segal-Yure Group to Waive Exclusive Negotiating Agreement (ENA) Default to Enable Developers to Request Extension of ENA for Up to 90 Days from the Executive Director for the Proposed Convention Center/Hotel Project

**ADJOURNMENT:**

PLEASE NOTE: ALL CITY COUNCIL/STRA MEETINGS ARE VIDEOTAPED AND PLAYED DAILY AT 9:00 A.M. AND 7:00 P.M. ON GOVERNMENT ACCESS CHANNEL 21

Susan Alessi, CMC, City Clerk • (530) 542-6004  
Administrative Center • 1052 Tata Lane • South Lake Tahoe, CA 96150-6324 • (530) 542-7411 FAX  
salessi@ci.south-lake-tahoe.ca.us

**LONG**

**COLE**

**LOVELL**

**UPTON**

**WEBER**

**ITEM: STRE A UB(2)**  
**MEETING DATE: 7/8/05**

**SOUTH TAHOE REDEVELOPMENT AGENCY**

**RESOLUTION NO. 2005-9**

**RESOLUTION OF THE SOUTH TAHOE REDEVELOPMENT AGENCY MAKING  
FINDINGS REGARDING  
WHETHER TO WAIVE DEFAULT UNDER ENA FOR PROPOSED CONVENTION  
CENTER/HOTEL PROJECT SO THAT ENA MAY BE EXTENDED**

1. **WHEREAS**, the City Council has defined completion of the feasibility analysis for the proposed hotel/convention center project as a goal of its adopted Strategic Plan; and
2. **WHEREAS**, planning for a hotel/convention center project, if determined feasible, is consistent with the City's adopted Redevelopment Plan and the revitalization of properties across the street from recently completed Heavenly Village development; and
3. **WHEREAS**, the South Tahoe Redevelopment Agency ("Agency") and Marriott Ownership Resorts, Inc./Segal-Yure ("Marriott/Segal-Yure") have entered into an Exclusive Negotiating Agreement (ENA) to determine the feasibility of the proposed convention center/hotel and Marriott/Segal-Yure are presently in default under the agreement because established timelines for the submittal of feasibility information have not been met; and
4. **WHEREAS**, Marriott/Segal-Yure have recently entered into discussions with business parties who are interested in moving forward with the feasibility analysis in a timely manner; and
5. **WHEREAS**, Agency officers and staff have verified that Marriott/Segal-Yure and interested parties have taken specific steps towards completing the analysis of project feasibility and are moving forward in good faith in this process but that more time is needed to complete this evaluation; and
6. **WHEREAS**, Marriott/Segal-Yure have consented to ongoing communications between the Agency and their interested business parties to expedite project feasibility analysis; and
7. **WHEREAS**, by its terms the ENA cannot be extended when Marriott/Segal-Yure are in default and the ENA will expire on July 9, 2005 unless the Agency Board waives the default, enabling the Agency Executive Director to consider extending the ENA for up to ninety days; and
8. **WHEREAS**, Agency officials believe that good faith efforts are being made by Marriott/Segal-Yure and new business parties to develop information needed and required under the existing ENA and that additional time is needed to complete the project feasibility analysis; and
9. **WHEREAS**, the purpose of a default waiver is to allow the ENA to be extended so that the Agency and the project proponents can determine the feasibility of the proposed project, evaluate necessary pro-forma information about the proposed project, determine project financing and timing issues, identify potential appropriate partners to complete the proposed

project if it is determined to be feasible, and if so, to prepare and agree upon the terms of a Disposition and Development Agreement or Owner Participation Agreement for the project.

**NOW, THEREFORE BE IT RESOLVED BY THE SOUTH REDEVELOPMENT AGENCY BOARD, as follows:**

- A. The Agency Board waives the existing default under the ENA;
- B. The Agency Board directs the Executive Director to consider extending the ENA for up to 90 days pursuant to the ENA and further directs the Executive Director to establish new performance requirements and deadlines as he deems appropriate for the extension period, including but not limited to requiring written reporting on a monthly basis by Marriott/Segal-Yure.

PASSED AND ADOPTED the 8<sup>th</sup> day of July 2005, by the following vote:

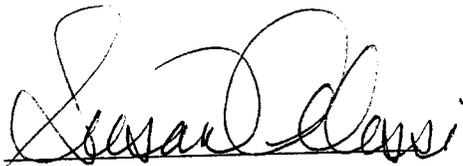
AYES: Agency Members LOVELL, COLE, UPTON, LONG & WEBER

NOES: Agency Members \_\_\_\_\_

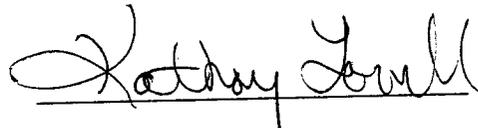
ABSTAIN: Agency Members \_\_\_\_\_

ABSENT: Agency Members \_\_\_\_\_

ATTEST:



Susan Alessi, City Clerk



Kathay Lovell, Mayor

**STRA  
UNFINISHED  
BUSINESS**

UNFINISHED BUSINESS (a):

**RESOLUTION OF THE SOUTH TAHOE REDEVELOPMENT AGENCY MAKING  
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WHETHER TO WAIVE DEFAULT UNDER ENA FOR PROPOSED CONVENTION  
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3. **WHEREAS**, the South Tahoe Redevelopment Agency ("Agency") and Marriott Ownership Resorts, Inc./Segal-Yure ("Marriott/Segal-Yure") have entered into an Exclusive Negotiating Agreement (ENA) to determine the feasibility of the proposed convention center/hotel and Marriott/Segal-Yure are presently in default under the agreement because established timelines for the submittal of feasibility information have not been met; and
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6. **WHEREAS**, Marriott/Segal-Yure have consented to ongoing communications between the Agency and their interested business parties to expedite project feasibility analysis; and
7. **WHEREAS**, by its terms the ENA cannot be extended when Marriott/Segal-Yure are in default and the ENA will expire on July 9, 2005 unless the Agency Board waives the default, enabling the Agency Executive Director to consider extending the ENA for up to ninety days; and
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9. **WHEREAS**, the purpose of a default waiver is to allow the ENA to be extended so that the Agency and the project proponents can determine the feasibility of the proposed project, evaluate necessary pro-forma information about the proposed project, determine project financing and timing issues, identify potential appropriate partners to complete the proposed project if it is determined to be feasible, and if so, to prepare and agree upon the terms of a Disposition and Development Agreement or Owner Participation Agreement for the project.

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- B. The Agency Board directs the Executive Director to consider extending the ENA for up to 90 days pursuant to the ENA and further directs the Executive Director to establish new performance requirements and deadlines as he deems appropriate for the extension period, including but not limited to requiring written reporting on a monthly basis by Marriott/Segal-Yure.

**FELDMAN SHAW, LLP**

LEWIS S. FELDMAN  
LESLIE J. SHAW  
MICHAEL J. McLAUGHLIN  
\*CERTIFIED SPECIALIST - FAMILY LAW  
THE STATE BAR OF CALIFORNIA  
BOARD OF LEGAL SPECIALIZATION

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CALIFORNIA OFFICE  
POST OFFICE BOX 14402  
SOUTH LAKE TAHOE, CA 96151  
TELEPHONE (530) 599-3731

July 7, 2005

David Jinkens, Executive Director  
South Tahoe Redevelopment Agency  
1052 Tata Lane  
South Lake Tahoe, CA 96150

VIA FACSIMILE 530/542-4054

Re: Exclusive Negotiating Agreement

Dear Mr. Jinkens:

Marriott Ownership Resorts, Inc. and the Segal-Yure Group (the Developers) respectfully request the South Tahoe Redevelopment Agency (Agency) extend the Exclusive Negotiating Agreement (ENA) for a period of ninety (90) days pursuant to Paragraph 12 of ENA. The Developers' request is based upon very significant progress that has been achieved as a result of close collaboration that the Agency's Subcommittee and the Developers ongoing association with Falcon Capital LLC. This letter shall confirm that Agency officials have been authorized to discuss proposed Project issues with Falcon Capital representatives and this letter further confirms said authorization shall continue during the ENA extension period.

The Developers request the Agency extend the ENA for 90 days to enable the Developers to continue their efforts to achieve a May 2007 construction start.

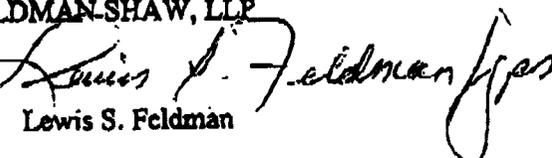
During the 90-day extension period, the Developers will fund a market study to verify the initial feasibility work done to date and look forward to initiating negotiations for a definitive development agreement.

While many obstacles certainly remain, the recent progress has indeed been substantial, warranting the requested extension.

Thank you for your consideration of the foregoing.

Sincerely,

FELDMAN SHAW, LLP

By:   
Lewis S. Feldman

LSF/jps

cc: Marriott Ownership Resorts, Inc.  
Segal-Yure Group  
Falcon Capital, LLC  
William L. Strausz, Esq.

Q:\project\jinkens\070705-2.mpd

**RESOLUTION OF THE SOUTH TAHOE REDEVELOPMENT AGENCY MAKING  
FINDINGS REGARDING  
THE REQUEST BY MARRIOTT OWNERSHIP  
RESORTS, INC. & SEGAL-YURE GROUP TO WAIVE DEFAULT UNDER ENA FOR  
PROPOSED CONVENTION CENTER/HOTEL PROJECT**

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3. **WHEREAS**, the South Tahoe Redevelopment Agency ("Agency") and Marriott Ownership Resorts, Inc./Segal-Yure ("Marriott/Segal-Yure") have entered into an Exclusive Negotiating Agreement (ENA) to determine the feasibility of the proposed convention center/hotel and Marriott/Segal-Yure are presently in default under the agreement because established timelines for the submittal of feasibility information have not been met; and
4. **WHEREAS**, Marriott/Segal-Yure have recently entered into discussions with business parties who are interested in moving forward with the feasibility analysis in a timely manner; and
5. **WHEREAS**, Agency officers and staff have verified that Marriott/Segal-Yure and interested parties have taken specific steps towards completing the analysis of project feasibility and are moving forward in good faith in this process but that more time is needed to complete this evaluation; and
6. **WHEREAS**, Marriott/Segal-Yure have consented to ongoing communications between the Agency and their interested business parties to expedite project feasibility analysis; and
7. **WHEREAS**, by its terms the ENA cannot be extended when Marriott/Segal-Yure are in default and the ENA will expire on July 9, 2005 unless the Agency Board waives the default, enabling the Agency Executive Director to consider extending the ENA for up to ninety days; and
8. **WHEREAS**, Agency officials believe that good faith efforts are being made by Marriott/Segal-Yure and new business parties to develop information needed and required under the existing ENA and that additional time is needed to complete the project feasibility analysis; and
9. **WHEREAS**, the purpose of the requested default waiver is to allow the ENA to be extended so that the Agency and the project proponents can determine the feasibility of the proposed project, evaluate necessary pro-forma information about the proposed project, determine project financing and timing issues, identify potential appropriate partners to complete the proposed project if it is determined to be feasible, and if so, to prepare and agree upon the

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**RICHARDS | WATSON | GERSHON**  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

Daniel B. Zanini  
Harry Segal  
July 6, 2005  
Page 3

cc: Lewis S. Feldman  
Via Facsimile to (775) 589-6447 and U.S. Mail

828820-2

**RICHARDS | WATSON | GERSHON**  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101  
Telephone 213.626.8484 Facsimile 213.626.0078

July 6, 2005

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(1916-1988)

glenn r. watson  
(retired)

harry l. gershon  
(retired)

dorold d. pleper

steven i. donsey

william f. strausz

mitchell e. abboff

gregory w. stopanich

rochelle browne

william b. rudell

quinn m. borrow

carol w. lynch

gregory m. tumart

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robert c. caccaro

steven h. katzman

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john j. harris

kevin g. annis

robin d. harris

michael estrada

laurence s. wiener

steven r. arr

b. lichen kim

saido i. abarino

kayser a. sume

peter m. thorsen

james l. manham

craig a. steale

i. peter pierce

terence i. boga

isa bond

janet e. coleton

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amy grayson

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san francisco office

telephone 415.421.8184

orange county office

telephone 714.990.0901

VIA FACSIMILE TO (407) 206-6420 AND U.S. MAIL  
Marriott Ownership Resorts, Inc.  
6649 Westwood Blvd., Suite 500  
Orlando, Florida 82821-6090  
Attention: Daniel B. Zanini

VIA FACSIMILE TO (530) 542-3217  
Segal-Yure Group  
c/o Harry Segal  
P.O. Box 612146  
South Lake Tahoe, California 96152

Re: Convention Center/Hotel Project Exclusive Negotiating Agreement

Dear Mr. Zanini and Mr. Segal:

Based on information provided to the Agency staff by Lewis Feldman, local counsel for Marriott Ownership Resorts, Inc. and the Segal-Yure Group, I understand that Marriott has had discussions pursuant to section 13(b) of the ENA with Randy Lane, Managing Member of Falcon Capital, LLC, a Wyoming limited liability company, to explore Falcon Capital's interest in becoming a potential developer in connection with the proposed project.

Staff has informed me that the Agency Board will be meeting on July 8, 2005 to consider the status of the ENA for the above project. I understand that prior to that meeting, Marriott will be providing the Agency with a letter requesting that the Agency waive the existing default under the ENA so that Marriott can continue to pursue its current efforts at determining the financial feasibility of the proposed project, including with respect to the potential future participation of Falcon Capital. To facilitate Marriott's current efforts, the Agency Subcommittee and staff have had meetings and communications with Falcon Capital, with the understanding that Marriott authorizes and seeks the Agency's cooperation in its efforts to explore the potential future participation of Falcon Capital in the proposed project.

However, in light of the exclusivity provision of the Agency's existing negotiating agreement with Marriott and the Segal-Yure Group, it is necessary that the Agency be assured that Marriott and Segal-Yure have no objection and consent to direct communications between the Agency and Falcon Capital. It also is necessary

**RICHARDS | WATSON | GERSHON**  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

Daniel B. Zanini  
Harry Segal  
July 6, 2005  
Page 2

that the Agency receive such assurance directly from you prior to its consideration of your request that the ENA default be waived.

For your convenience and to expedite this matter, I am providing signature lines for you below to provide that assurance. Please return a signed copy of this letter as soon as possible but in any event prior to the Board's special meeting on July 8, 2005 at 2:00 p.m.

A separate request by Marriott and the Segal-Yure Group to the Agency requesting that the Board waive the default should set forth in writing the specific reasons why the Board should consider waiving the default. It will assist the staff in presenting this request to the Board on July 8 if Marriott and the Segal-Yure Group, or their counsel, provide that letter request as soon as possible to City Manager and Agency Executive Director David Jinkens.

Very truly yours,

William L. Strausz

The undersigned acknowledge their ongoing consent to communications between Falcon Capital, LLC and the South Tahoe Redevelopment Agency in connection with the proposed convention center/hotel project.

Dated: July \_\_, 2005

MARRIOTT OWNERSHIP RESORTS,  
INC., a Delaware corporation

BY: \_\_\_\_\_  
Daniel B. Zanini

Dated: July 7, 2005

THE SEGAL-YURE GROUP

BY: Harry Segal  
Harry Segal

LEWIS S. FELDMAN  
LESLIE J. SHAW  
MICHAEL J. MCLAUGHLIN  
CERTIFIED SPECIALIST - FAMILY LAW  
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EMAIL feldmanshaw.com

CALIFORNIA OFFICE  
POST OFFICE BOX 11492  
SOUTH LAKE TAHOE, CA 96150  
TELEPHONE (530) 344-3751

July 7, 2005

David Jinkens, Executive Director  
South Tahoe Redevelopment Agency  
1052 Tata Lane  
South Lake Tahoe, CA 96150

VIA FACSIMILE 530/542-4054

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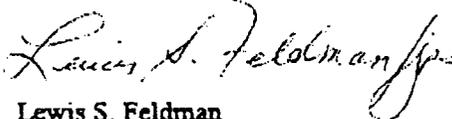
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By:   
Lewis S. Feldman

LSF/jps

cc: Marriott Ownership Resorts, Inc.  
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William L. Strausz, Esq.

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Marriott Vacation Club International  
Law Department

6649 Westwood Blvd., Suite 500  
Orlando, FL 32821  
Phone: 407/206-6000  
Fax: 407/206-6420

July 7, 2005

Richards Watson Gershon  
Attorneys at Law  
355 South Grand Avenue  
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Los Angeles, CA 90071-3101

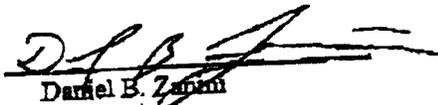
Attention: William L. Strausz, Esq.

**RE: CONVENTION CENTER / HOTEL PROJECT  
EXCLUSIVE NEGOTIATING AGREEMENT ("ENA")  
SOUTH LAKE TAHOE**

Gentlemen:

This letter hereby confirms that, notwithstanding the terms of the above referenced ENA, the undersigned acknowledges its consent to communications between Falcon Capital, LLC and the South Tahoe Redevelopment Agency in connection with the proposed convention center/hotel project.

Very truly yours,  
MARRIOTT OWNERSHIP RESORTS, INC

By:   
Daniel B. Zapin

proud sponsor



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**RICHARDS | WATSON | GERSHON**  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

Daniel B. Zanini  
Harry Segal  
July 6, 2005  
Page 3

cc: Lewis S. Feldman  
Via Facsimile to (775) 589-6447 and U.S. Mail

828820-2

**RICHARDS | WATSON | GERSHON**  
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Telephone 213.626.8484 Facsimile 213.626.0078

July 6, 2005

Richard Richards  
(1915-1988)

Glenn F. Watson  
(retired)

Harry L. Gershon  
(retired)

David A. Pieper  
Steven I. Dorsey  
William I. Strouss  
Mitchell E. Dobson  
Gregory W. Stepanich  
Rochelle Browne  
William B. Rudell  
Quinn M. Barrow  
Carol W. Lynch  
Gregory M. Lunen  
Thomas M. Jimbo  
Robert C. Ceccan  
Steven H. Kaufmann

John J. Harris  
Kevin G. Ennis  
Robin B. Harris  
Michael Estrada  
Laurence S. Wiener  
Steven R. Orr  
B. Illich Kim

Suzanne I. Asanura  
Karyn B. June  
Peter M. Itson  
James L. Montan  
Craig A. Steele  
I. Peter Pierce  
Terence I. Boga  
Lisa Bond

Janet E. Coleson  
Rosaline M. Diaz  
Jim P. Grayson  
Ray A. Clarke  
William P. Curley III  
Michael I. Yoshida  
Regina H. Donner  
Marguerite P. Bellenby  
Amy Grayson  
Deborah R. Halman  
D. Craig Fox

Robert H. Pittman  
Paula Gutierrez Bozo  
Teresa H. Urano  
Owen P. Gross  
Jim R. Korpiak  
Alexander Abbe  
Cama A. Lee

Michael P. Coyne  
Diana L. Chuang  
Patrick K. Bobko  
Daniel R. Garcia  
Wesley J. Reinhold  
Juliet B. Cox  
Sonali Sarkar Jandial  
David M. Snow  
Lolly A. Enriquez  
P. Inder Mahala

Bruce P. McCarthy  
Matthew B. Bringer  
Ginetta I. Giovenco  
Inna Oriz  
Constance K. Lee  
Maricela E. Maniquin  
Brian D. Mabee

of counsel  
Mark I. Lamson  
Sylvia Weaver  
William K. Kramer  
Bruce W. Galloway

San Francisco office  
telephone 415.421.8484

Orange County office  
telephone 714.990.0901

VIA FACSIMILE TO (407) 206-6420 AND U.S. MAIL  
Marriott Ownership Resorts, Inc.  
6649 Westwood Blvd., Suite 500  
Orlando, Florida 82821-6090  
Attention: Daniel B. Zanini

VIA FACSIMILE TO (530) 542-3217  
Segal-Yure Group  
c/o Harry Segal  
P.O. Box 612146  
South Lake Tahoe, California 96152

Re: Convention Center/Hotel Project Exclusive Negotiating Agreement

Dear Mr. Zanini and Mr. Segal:

Based on information provided to the Agency staff by Lewis Feldman, local counsel for Marriott Ownership Resorts, Inc. and the Segal-Yure Group, I understand that Marriott has had discussions pursuant to section 13(b) of the ENA with Randy Lane, Managing Member of Falcon Capital, LLC, a Wyoming limited liability company, to explore Falcon Capital's interest in becoming a potential developer in connection with the proposed project.

Staff has informed me that the Agency Board will be meeting on July 8, 2005 to consider the status of the ENA for the above project. I understand that prior to that meeting, Marriott will be providing the Agency with a letter requesting that the Agency waive the existing default under the ENA so that Marriott can continue to pursue its current efforts at determining the financial feasibility of the proposed project, including with respect to the potential future participation of Falcon Capital. To facilitate Marriott's current efforts, the Agency Subcommittee and staff have had meetings and communications with Falcon Capital, with the understanding that Marriott authorizes and seeks the Agency's cooperation in its efforts to explore the potential future participation of Falcon Capital in the proposed project.

However, in light of the exclusivity provision of the Agency's existing negotiating agreement with Marriott and the Segal-Yure Group, it is necessary that the Agency be assured that Marriott and Segal-Yure have no objection and consent to direct communications between the Agency and Falcon Capital. It also is necessary

RICHARDS | WATSON | GERSHON  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

Daniel B. Zanini  
Harry Segal  
July 6, 2005  
Page 2

that the Agency receive such assurance directly from you prior to its consideration of your request that the ENA default be waived.

For your convenience and to expedite this matter, I am providing signature lines for you below to provide that assurance. Please return a signed copy of this letter as soon as possible but in any event prior to the Board's special meeting on July 8, 2005 at 2:00 p.m.

A separate request by Marriott and the Segal-Yure Group to the Agency requesting that the Board waive the default should set forth in writing the specific reasons why the Board should consider waiving the default. It will assist the staff in presenting this request to the Board on July 8 if Marriott and the Segal-Yure Group, or their counsel, provide that letter request as soon as possible to City Manager and Agency Executive Director David Jinkens.

Very truly yours,

William L. Strausz

The undersigned acknowledge their ongoing consent to communications between Falcon Capital, LLC and the South Tahoe Redevelopment Agency in connection with the proposed convention center/hotel project.

Dated: July \_\_, 2005

MARRIOTT OWNERSHIP RESORTS,  
INC., a Delaware corporation

BY: \_\_\_\_\_  
Daniel B. Zanini

Dated: July 7, 2005

THE SEGAL-YURE GROUP

BY: Harry Segal  
Harry Segal

LEWIS S. FELDMAN  
LESLIE J. SHAW  
MICHAEL J. MELAUGHLIN  
CERTIFIED SPECIALIST - FAMILY LAW  
THE STATE BAR OF CALIFORNIA  
BOARD OF LEGAL SPECIALIZATION

FELDMAN SHAW, LLP  
102 U.S. HIGHWAY 50  
POST OFFICE BOX 1249  
ZEPHYR COVE, NEVADA 89448  
TELEPHONE (775) 380-5011  
FAX (775) 380-6447  
EMAIL [feldmanshaw.com](mailto:feldmanshaw.com)

CALIFORNIA OFFICE  
POST OFFICE BOX 11402  
SOUTH LAKE TAHOE, CA 96150  
TELEPHONE (530) 344-2751

July 7, 2005

David Jinkens, Executive Director  
South Tahoe Redevelopment Agency  
1052 Tata Lane  
South Lake Tahoe, CA 96150

VIA FACSIMILE 530/542-4054

Re: Exclusive Negotiating Agreement

Dear Mr. Jinkens:

Marriott Ownership Resorts, Inc. and the Segal-Yur  Group (the Developers) respectfully request the South Tahoe Redevelopment Agency (Agency) extend the Exclusive Negotiating Agreement (ENA) for a period of ninety (90) days pursuant to Paragraph 12 of ENA. The Developers' request is based upon very significant progress that has been achieved as a result of close collaboration that the Agency's Subcommittee and the Developers ongoing association with Falcon Capital LLC. This letter shall authorize Agency officials to discuss proposed Project issues with Falcon Capital representatives during the ENA extension period.

The Developers request the Agency extend the ENA for 90 days to enable the Developers to continue their efforts to achieve a May 2007 construction start.

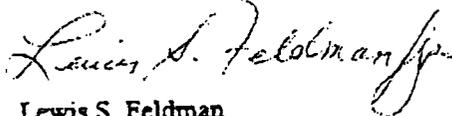
During the 90-day extension period, the Developers will fund a market study to verify the initial feasibility work done to date and look forward to initiating negotiations for a definitive development agreement.

While many obstacles certainly remain, the recent progress has indeed been substantial, warranting the requested extension.

Thank you for your consideration of the foregoing.

Sincerely,

FELDMAN SHAW, LLP

By:   
Lewis S. Feldman

LSF/jps

cc: Marriott Ownership Resorts, Inc.  
Segal-Yure Group  
Falcon Capital, LLC  
William L. Strausz, Esq.

## **PROPOSED HOTEL/CONVENTION CENTER PROJECT**

### **90-DAY ENA Extension Terms and Conditions**

1. Monthly written reports by Marriott/Segal-Yure due by the last day of each month of the extension period to be received by the Agency Executive Director describing progress made in meeting goals and objectives of the ENA.
2. Define clearly the business deal points being requested of the Redevelopment Agency by Marriott/Segal-Yure for the latter to agree to and sign a DDA and proceed with project implementation, the demonstrated need by the project proponents for making the assistance request, and clearly define the assumptions used in making this evaluation. The amount and timing of any requested public assistance needs to be clearly stated.
3. Disclosure by all partners of the proposed DDA of their financial capacity to undertake and complete the project and all officers of the corporation or business proposed to be partners in developing the project.

DJ 7-08-05



CITY OF SOUTH LAKE TAHOE  
CITY COUNCIL

SOUTH TAHOE REDEVELOPMENT AGENCY/SOUTH TAHOE JOINT POWERS FINANCING  
AUTHORITY/SOUTH TAHOE JOINT POWERS PARKING AUTHORITY

**SPEAKER/COMMENT FORM**

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. UB(a) MEETING DATE: 7/8/05  
(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME : Michael Blank

MAILING ADDRESS: 4123 Laurel av

EMAIL ADDRESS: Acemikeee@aol.com

PHONE: (optional): 775-720-5741

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have specific questions regarding this form or the agenda process, please feel free to ask the City Clerk at the meeting.

Thank you for your participation in our meeting. We welcome your interest in the City of South Lake Tahoe.

**RESOLUTION OF THE SOUTH TAHOE REDEVELOPMENT AGENCY MAKING  
FINDINGS REGARDING  
WHETHER TO WAIVE DEFAULT UNDER ENA FOR PROPOSED CONVENTION  
CENTER/HOTEL PROJECT SO THAT ENA MAY BE EXTENDED**

1. **WHEREAS**, the City Council has defined completion of the feasibility analysis for the proposed hotel/convention center project as a goal of its adopted Strategic Plan; and
2. **WHEREAS**, planning for a hotel/convention center project, if determined feasible, is consistent with the City's adopted Redevelopment Plan and the revitalization of properties across the street from recently completed Heavenly Village development; and
3. **WHEREAS**, the South Tahoe Redevelopment Agency ("Agency") and Marriott Ownership Resorts, Inc./Segal-Yure ("Marriott/Segal-Yure") have entered into an Exclusive Negotiating Agreement (ENA) to determine the feasibility of the proposed convention center/hotel and Marriott/Segal-Yure are presently in default under the agreement because established timelines for the submittal of feasibility information have not been met; and
4. **WHEREAS**, Marriott/Segal-Yure have recently entered into discussions with business parties who are interested in moving forward with the feasibility analysis in a timely manner; and
5. **WHEREAS**, Agency officers and staff have verified that Marriott/Segal-Yure and interested parties have taken specific steps towards completing the analysis of project feasibility and are moving forward in good faith in this process but that more time is needed to complete this evaluation; and
6. **WHEREAS**, Marriott/Segal-Yure have consented to ongoing communications between the Agency and their interested business parties to expedite project feasibility analysis; and
7. **WHEREAS**, by its terms the ENA cannot be extended when Marriott/Segal-Yure are in default and the ENA will expire on July 9, 2005 unless the Agency Board waives the default, enabling the Agency Executive Director to consider extending the ENA for up to ninety days; and
8. **WHEREAS**, Agency officials believe that good faith efforts are being made by Marriott/Segal-Yure and new business parties to develop information needed and required under the existing ENA and that additional time is needed to complete the project feasibility analysis; and
9. **WHEREAS**, the purpose of a default waiver is to allow the ENA to be extended so that the Agency and the project proponents can determine the feasibility of the proposed project, evaluate necessary pro-forma information about the proposed project, determine project financing and timing issues, identify potential appropriate partners to complete the proposed project if it is determined to be feasible, and if so, to prepare and agree upon the terms of a Disposition and Development Agreement or Owner Participation Agreement for the project.

**NOW, THEREFORE BE IT RESOLVED BY THE SOUTH REDEVELOPMENT AGENCY BOARD, as follows:**

- A. The Agency Board waives the existing default under the ENA;
- B. The Agency Board directs the Executive Director to consider extending the ENA for up to 90 days pursuant to the ENA and further directs the Executive Director to establish new performance requirements and deadlines as he deems appropriate for the extension period, including but not limited to requiring written reporting on a monthly basis by Marriott/Segal-Yure.



CITY OF SOUTH LAKE TAHOE  
CITY COUNCIL  
SOUTH TAHOE REDEVELOPMENT AGENCY/SOUTH TAHOE JOINT POWERS FINANCING  
AUTHORITY/SOUTH TAHOE JOINT POWERS PARKING AUTHORITY

**SPEAKER/COMMENT FORM**

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AGENDA ITEM NO. UB(a) MEETING DATE: 7/8/05  
(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME: RICK EDWARDS

MAILING ADDRESS: 4115 LAUREL AVE

EMAIL ADDRESS: TAHOE DRIFTWOOD @ MSN . COM

PHONE: (optional): 541-7400

COMMENTS: WOULD LIKE TO SPEAK LAST IF POSSIBLE

Would like  
to speak  
last

If you have specific questions regarding this form or the agenda process, please feel free to ask the City Clerk at the meeting.

Thank you for your participation in our meeting. We welcome your interest in the City of South Lake Tahoe.



CITY OF SOUTH LAKE TAHOE  
CITY COUNCIL  
SOUTH TAHOE REDEVELOPMENT AGENCY/SOUTH TAHOE JOINT POWERS FINANCING  
AUTHORITY/SOUTH TAHOE JOINT POWERS PARKING AUTHORITY

**SPEAKER/COMMENT FORM**

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. UB(a)

MEETING DATE: 7-8-05

(Please complete one Speaker Form per Agenda Item)

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NAME :

Ed Mosur

MAILING

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: (optional): \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have specific questions regarding this form or the agenda process, please feel free to ask the City Clerk at the meeting.

Thank you for your participation in our meeting. We welcome your interest in the City of South Lake Tahoe.



CITY OF SOUTH LAKE TAHOE  
CITY COUNCIL  
SOUTH TAHOE REDEVELOPMENT AGENCY/SOUTH TAHOE JOINT POWERS FINANCING  
AUTHORITY/SOUTH TAHOE JOINT POWERS PARKING AUTHORITY

**SPEAKER/COMMENT FORM**

PLEASE FILL OUT COMPLETELY AND GIVE TO THE CITY CLERK

AGENDA ITEM NO. UB(6) MEETING DATE: 7/8/05  
(Please complete one Speaker Form per Agenda Item)

Note: The purpose of the Speaker Form is to provide the Mayor with the number of persons wanting to speak on a specific agenda item. It is also used to accurately spell your name in the Official Minutes. Your address will not be contained in the Minutes. The reason we request your mailing address is so that the City Clerk's Department can provide you with an agenda when and/or if this item is heard again by the City Council/South Tahoe Redevelopment Agency in the future.

NAME: Marc Hughes

MAILING ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: (optional): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

If you have specific questions regarding this form or the agenda process, please feel free to ask the City Clerk at the meeting.

Thank you for your participation in our meeting. We welcome your interest in the City of South Lake Tahoe.

Showing Distribution



# City of South Lake Tahoe

"making a positive difference now"

## SOUTH TAHOE REDEVELOPMENT AGENCY SPECIAL MEETING AGENDA

Friday, July 8, 2005, 2:00 p.m.

City Council Chambers, 1900 Lake Tahoe Blvd.  
South Lake Tahoe, California 96150

Posted: Admin Center 12pm  
Services Center EB  
Website

Kathay Lovell, Mayor  
Hal Cole, Mayor Pro Tem  
Councilmembers:  
Ted Long  
John Upton  
Mike Weber

**ALL SOUTH TAHOE REDEVELOPMENT AGENCY MEETINGS ARE OPEN TO THE PUBLIC**

PLEASE NOTE: THE MEETING LOCATION IS ACCESSIBLE TO PEOPLE WITH DISABILITIES. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION OF THE DISABLED AT ALL CITY COUNCIL MEETINGS; IF PARTICULAR ACCOMMODATIONS FOR THE DISABLED ARE NEEDED (i.e. DISABILITY-RELATED AIDS, OR OTHER SERVICES), PLEASE CONTACT THE CITY CLERK AT (530) 542-6004 AT LEAST 24 HOURS IN ADVANCE OF THE MEETING.

This Agenda Item is available for review at the City Clerk's Office, 1052 Tata Lane, So. Lake Tahoe, CA

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**2:00 p.m. - CALL TO ORDER/PLEDGE OF ALLEGIANCE TO THE FLAG:**

**ROLL CALL:**

**SOUTH TAHOE REDEVELOPMENT AGENCY UNFINISHED BUSINESS:**

- (a) Discussion, Direction and Possible Action Regarding Request by Marriott Ownership Resorts, Inc. and Segal-Yure Group to Waive Exclusive Negotiating Agreement (ENA) Default to Enable Developers to Request Extension of ENA for Up to 90 Days from the Executive Director for the Proposed Convention Center/Hotel Project

Agenda to: Lew Feldman Bill Strausz emailed 7/7 EB

**ADJOURNMENT:**

Harry Segal  
Dan Zanini

Sayre Weaver  
Charlie McDermid - 7/7 EB  
Faxed

News Media - Faxed 7/7 EB

PLEASE NOTE: ALL CITY COUNCIL/STRA MEETINGS ARE VIDEOTAPED AND PLAYED DAILY AT 9:00 A.M. AND 7:00 P.M. ON GOVERNMENT ACCESS CHANNEL 21

**Suzie Alessi**

---

**From:** Suzie Alessi  
**Sent:** Thursday, July 07, 2005 4:19 PM  
**To:** tedtahoe@hotmail.com; halcole@charter.net; kathay@sbcglobal.net; mikehweber@sbcglobal.net; rkupton@aol.com  
**Cc:** David Jinkens; Catherine DiCamillo; Eugene Palazzo  
**Subject:** Special Redevelopment Agency Meeting Agenda Item

Good Afternoon:

Attached is the Agenda and Agenda Item (Resolution & Letters) for tomorrow's Special STRA Meeting scheduled for 2pm. A hard copy will also be available for pick up in your mail box here in the Admin Building.

Suzie

**Suzie Alessi**

---

**From:** Suzie Alessi  
**Sent:** Thursday, July 07, 2005 4:22 PM  
**To:** 'swood@tahoedailytribune.com'  
**Subject:** FW: Special Redevelopment Agency Meeting Agenda Item

Hi Susan:

Attached is the agenda packet (agenda and item) for the Friday, July 8, 2005 Special Redevelopment Agency meeting.

No worries about the tape. I understand that you are under a tight timeframe, and I will personally dub the tape once the meeting is over and drop it by your home. If no one will be there to receive it, I will put it in your mail box.

Thanks for your tenacity in providing the news to our community.

Suzie

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

**From:** Suzie Alessi  
**Sent:** Thursday, July 07, 2005 4:19 PM  
**To:** tedtahoe@hotmail.com; halcole@charter.net; kathay@sbcglobal.net; mikehweber@sbcglobal.net; rkupton@aol.com  
**Cc:** David Jinkens; Catherine DiCamillo; Eugene Palazzo  
**Subject:** Special Redevelopment Agency Meeting Agenda Item

Good Afternoon:

Attached is the Agenda and Agenda Item (Resolution & Letters) for tomorrow's Special STRA Meeting scheduled for 2pm. A hard copy will also be available for pick up in your mail box here in the Admin Building.

Suzie

**Ellen Boyle**

---

**From:** Ellen Boyle

**Sent:** Thursday, July 07, 2005 2:19 PM

**To:** 'Kathay Lovell'; halcole@charter.net; 'RKUpton@aol.com'; 'tedtahoe@hotmail.com'; 'Mike Weber'; +EVERYONE

**Subject:** Special RDA meeting agenda 7/8/05

FYI

***Ellen Boyle*** Assistant City Clerk

City of South Lake Tahoe

1052 Tata Lane

(530) 542-6003

(530) 542-7411 FAX

**Ellen Boyle**

---

**From:** Ellen Boyle  
**Sent:** Thursday, July 07, 2005 2:11 PM  
**To:** 'lsf@feldmanshaw.com'; 'segalharri@yahoo.com'; 'wstrausz@rwglaw.com'; 'Sayre Weaver';  
'dan.zanini@vacationclub.com'  
**Subject:** RDA special meeting agenda

FYI

Attached is a copy of the Special meeting agenda for July 8<sup>th</sup>.

***Ellen Boyle*** Assistant City Clerk  
City of South Lake Tahoe  
1052 Tata Lane  
(530) 542-6003  
(530) 542-7411 FAX

**Ellen Boyle**

---

**From:** Ellen Boyle

**Sent:** Thursday, July 07, 2005 1:51 PM

**To:** 'swood@tahoedailytribune.com'

FYI

***Ellen Boyle*** Assistant City Clerk  
City of South Lake Tahoe  
1052 Tata Lane  
(530) 542-6003  
(530) 542-7411 FAX

## Ellen Boyle

---

**From:** Susan Wood [swood@tahoedailytribune.com]  
**ant:** Thursday, July 07, 2005 1:54 PM  
**To:** Ellen Boyle  
**Subject:** Re:

Tx Ellen.

# FAX

## TRANSMISSION FORM

SUSAN ALESSI, CITY CLERK  
CITY OF SOUTH LAKE TAHOE  
1052 TATA LANE, SOUTH LAKE TAHOE, CA 96150  
OFFICE PHONE#: (530) 542-6004  
FAX#: (530) 542-7411  
[www.cityofslt.us](http://www.cityofslt.us)  
[salessi@cityofslt.us](mailto:salessi@cityofslt.us)

DATE:

DESTINATION INFORMATION:

TO: TAHOE DAILY TRIBUNE	<u>Fax #: 541-0373</u>
MOUNTAIN NEWS	<u>Fax #: 543-0474</u>
KOWL (1490 AM, 93.9 FM)	<u>Fax #: 541-4822</u>
KMTN(Channel 6)	<u>Fax #: 577-4235</u>
CHARTER COMMUNICATIONS	<u>Fax #: 775-588-0508</u>
KRNV -TV	<u>FAX #: 775-785-1206</u>
KTVN-TV	<u>FAX#: 775-861-4298</u>
KTHO	<u>FAX#: 543-1101</u>

**RE: July 8, 2005 Special RDA Meeting Agenda**

HP Fax Series 900  
Plain Paper Fax/Copier

Fax History Report for  
City Clerk  
(530)542-7411  
Jul 07 2005 12:46pm

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Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Jul 7	12:34pm	Sent	TDT	0:48	2	OK
Jul 7	12:35pm	Sent	MTN NEWS	0:47	2	OK
Jul 7	12:37pm	Sent	Charter Commn.	1:53	2	OK
Jul 7	12:39pm	Sent	Paradise Broad.	1:04	2	OK
Jul 7	12:41pm	Sent	KRNV-TV	0:56	2	OK
Jul 7	12:42pm	Sent	KTVN-TV	0:47	2	OK
Jul 7	12:43pm	Sent	KTHO	1:03	2	OK
Jul 7	12:45pm	Sent	KOWL	0:46	2	OK

---

Result:

OK - black and white fax

# FAX

## TRANSMISSION FORM

Susan Alessi, CITY CLERK  
CITY OF SOUTH LAKE TAHOE  
1052 TATA LANE, SOUTH LAKE TAHOE, CA 96150  
OFFICE PHONE#: (530) 542-6004  
FAX#: (530) 542-7411  
salessi@cityofslt.us

### DESTINATION INFORMATION:

TO: Charlie McDermid

FAX: 775-265-5260

FROM: Ellen Boyle, Assistant City Clerk

OFFICE PHONE #: (530)-542-6003

DATE: July 7, 2005

RE: July 8, 2005 Special RDA Meeting Agenda per your request

There are 2 pages to transmit including the cover page.

HP Fax Series 900  
Plain Paper Fax/Copier

Fax History Report for  
City Clerk  
(530)542-7411  
Jul 07 2005 12:47pm

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Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Jul 7	12:47pm	Sent	917752655260	0:52	2	OK

---

Result:

OK - black and white fax

**Suzie Alessi**

---

**From:** David Jinkens  
**Sent:** Wednesday, July 06, 2005 3:01 PM  
**To:** Suzie Alessi  
**Cc:** Catherine DiCamillo  
**Subject:** RE: SPECIAL RDA MEETING BACKGROUND INFORMATION - REVIEW AND COMMENT

New wording:

**Request by Marriott Ownership Resorts, Inc and Segal -Yure Group to Waive ENA Default to Enable Developers to Request Extension of ENA for Up to 90 Days from the Executive Director for the Proposed Convention Center/Hotel Project”**

David

**Suzie Alessi**

---

**From:** David Jinkens  
**Sent:** Wednesday, July 06, 2005 12:18 PM  
**To:** Suzie Alessi  
**Cc:** Ellen Boyle; Catherine DiCamillo; Lew Feldman (lsf@feldmanshaw.com); Eugene Palazzo; Camden Collins; 'Sayre Weaver'  
**Subject:** FW: SPECIAL RDA BOARD MEETING

CORRECTED TITLE

**“Request by Marriott Ownership Resorts, Inc and Segal -Yure Group to Waive ENA Default to Enable the Executive Director to Extend the ENA for Up to 90 Days for the Proposed Convention Center/Hotel Project”**

We are expecting to receive two letters from Marriott *prior to the meeting to further this end:*

1. A letter from Marriott requesting the RDA Board waive the ENA default and the reasons for the request – *being communicated to Mr. Feldman and directly to Marriott.*
2. A letter from Marriott officials indicating that they are having discussions with Randy Lane and Falcon Capital about the proposed hotel/conference center project and agreeing that Agency officials may discuss proposed project issues with Falcon Capital representatives during the ENA extension period. – *being communicated to Mr. Feldman and directly to Marriott.*

The City Attorney or Ms. Weaver will advise you if either of them want ot revise the proposed agenda language.

David

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.