



REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE

COUNCIL CHAMBERS – 229-6011

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

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

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

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

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

October 7, 2009

8:30 AM

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. Discussion and possible action regarding a First Amendment to Participation Agreement between City of Las Vegas Redevelopment Agency (RDA) and Buy-Low Market, Inc., located in Edmond Town Center at Owens Avenue and J Street (\$100,000 - RDA Special Revenue Fund) - Ward 5 (Barlow)
4. Discussion and possible action regarding an Interlocal Agreement between the University of Nevada Las Vegas Downtown Design Center (UNLV) and the City of Las Vegas Redevelopment Agency (RDA) for UNLV to provide research and design services on sustainability and urbanism for the RDA as it expands its downtown urban green core beyond Symphony Park (\$50,000 – RDA Special Revenue Fund) – Wards 3 and 5 (Reese and Barlow)
5. RA-17-2009 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program Agreement (CVIP) between the City of Las Vegas Redevelopment Agency (RDA) and Hennessey's Las Vegas, Inc., d/b/a Las Vegas Country Saloon (Participant) located at 425 Fremont Street (APN 139-34-610-045) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the RDA (not-to-exceed \$50,000 - RDA Special Revenue Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 86 (R-75-2009)]
6. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009**

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**DIRECTOR: BILL ARENT, ACTING****SUBJECT:**

Discussion and possible action regarding a First Amendment to Participation Agreement between City of Las Vegas Redevelopment Agency (RDA) and Buy-Low Market, Inc., located in Edmond Town Center at Owens Avenue and J Street (\$100,000 - RDA Special Revenue Fund) - Ward 5 (Barlow)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$100,000**Funding Source:** RDA Special Revenue Fund**Dept./Division:** OBD/RDA**PURPOSE/BACKGROUND:**

Buy-Low Market, Inc., has redeveloped and re-tenanted the commercial retail space which was formerly operating as a Vons Grocery store in Edmond Town Center located at 1061 West Owens Avenue. This fulfills a need for a grocer in West Las Vegas and facilitates economic development for the community, which has led to the creation of additional jobs and positive social and economic impacts. Under the terms of the Participation Agreement, the RDA contributed incentives not-to-exceed a total of Nine Hundred Thousand Dollars (\$900,000) as follows: \$200,000 grant towards new equipment purchased; tenant improvement and remodeling grant not-to-exceed \$100,000 per year for seven (7) years. Buy-Low has now requested a modification of the tenant improvement grant funds from the RDA for sub-lease year 2010 to be paid at the end of sub-lease year 2009 so that Buy-Low may accelerate further store renovations and equipment purchases to provide a fresh cut meat counter in-store.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. First Amendment to Participation Agreement
2. Participation Agreement
3. Public Purpose Impact Analysis
4. Disclosure of Principals

**FIRST AMENDMENT TO PARTICIPATION AGREEMENT
BETWEEN
CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND
BUY-LOW MARKET, INC.**

THIS FIRST AMENDMENT TO PARTICIPATION AGREEMENT ("First Amendment"), entered into this _____ day of _____, 2009, by and between the City of Las Vegas Redevelopment Agency, a public body organized and existing under the community redevelopment laws of the State of Nevada, ("the Agency"), and Buy-Low Market, Inc., a California Corporation ("the Participant"). Agency and Participant and individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties entered into a Participation Agreement on June 18, 2008 ("Participation Agreement"), under which the Participant agreed to redevelop and re-tenant the commercial retail space on the Site, which was formerly operating as Vons Grocery store in Edmond Town Center located at 1061 West Owens Avenue shown on the Site Map, Exhibit "A" attached hereto, to fulfill a need for a grocer in West Las Vegas, and facilitate economic redevelopment for the community which will lead to the creation of additional jobs and positive social and economic impacts; and

WHEREAS, Under the terms of the Participation Agreement, the Agency had agreed to provide Agency Grant Funds for an equipment grant in the amount of Two Hundred Thousand Dollars (\$200,000) which has been disbursed to Participant, and a Tenant Improvement Grant in the amount of Seven Hundred Thousand Dollars (\$700,000) which will be disbursed in Annual Tenant Improvement Grants in an amount not to exceed One Hundred Thousand Dollars (\$100,000) per year for seven (7) years;

WHEREAS, the Parties desire to amend the Participation Agreement to modify the terms of disbursement of the Agency's Tenant Improvement Grant.

NOW, THEREFORE, the Parties agree to amend the Participation Agreement as follows:

1. This First Amendment shall be effective upon the date of approval by the City of Las Vegas Redevelopment Agency.
2. Section 400, Agency Grant Funds, subsection 1 (b), shall be deleted and the following inserted in its place:
 - b) Provide a tenant improvement grant of up to Seven Hundred Thousand Dollars (\$700,000) for certain grocery store tenant improvements to be constructed at the Site as set forth in the Scope of Development. The \$700,000 grant ("Tenant Improvement Grant") shall be payable in six (6) increments ("Annual Tenant Improvement Grant") as follows:

End of:	Increment Amount:
Sub-lease year 2009	\$200,000
Sub-lease year 2011	\$100,000
Sub-lease year 2012	\$100,000
Sub-lease year 2013	\$100,000
Sub-lease year 2014	\$100,000
Sub-lease year 2015	\$100,000

The Annual Tenant Improvement Grant shall be paid in accordance with the above schedule so long as Participant operates the grocery store at the Site ("Market"). In order to receive the Tenant Improvement Grant, the Participant agrees to submit to the Agency on an annual basis a Certificate of Operation, including a listing of all tenant improvements and the expenses incurred by the Participant for each sub-lease period. The Certificate of Operation ("Certificate") shall be submitted no later than sixty (60) days from the end of each sub-lease period and the Agency shall review the listing and request further documentation from the Participant if deemed reasonably necessary in order to approve the Certificate. If the Agency approves the Certificate, such approval shall not be unreasonably withheld, conditioned or delayed.

Upon approval of the Certificate, the Agency shall disburse to the Participant the amount of the annual expenses set forth in each Certificate up to the applicable Increment Amount for the subject sub-lease period. In the event the amount of the annual tenant improvement expenses in a Certificate exceeds the Increment Amount for the subject sub-lease year, the excess annual amount shall be carried over to the next sub-lease period, and will be applied towards the following sub-lease period's tenant improvement expenses.

If the Participant ceases operations and/or closes its doors to the general public at any time other than for temporary remodel purposes during the seven year term of this Agreement, the Tenant Improvement Grant funds provided herein shall terminate and the Agency shall have no further obligation to the Participant to provide the Tenant Improvement Grant funds.

3. Section 400, Agency Grant Funds, shall be amended to add the following new subsection (c) to read as follows:

c) The Agency has agreed to disburse up to the Increment Amount of Two Hundred Thousand Dollars (\$200,000) for sub-lease year 2009. In addition to complying with the requirements of Subsection 1 (b), the Participant agrees to provide a Personal Guaranty executed by Paul Vazin and Vida Vazin ("Guaranty") in favor of the Agency in the amount of One Hundred Thousand Dollars (\$100,000) which shall secure the Tenant Improvement Grant funds which Participant may receive for the sub-lease year period 2010. Should Participant cease operations at any time prior to the end of sub-lease year 2010, the Agency shall send a letter of demand for payment to Participant and Guarantor, requiring payment within thirty (30) days of receipt of Agency's notice. In the event Participant shall fail to make payment to the Agency, the Agency shall require prompt payment from the Guarantors of the sum payable by the

Participant to the Agency. The Guaranty shall be satisfactory to the Agency and shall be valid until the expiration of the sub-lease year 2010 as set forth in the sub-lease dated May 6, 2008 between Participant and the Von's Companies. Participant shall be in compliance with all terms and conditions of the Participation Agreement, and Sub-lease Agreement with The Vons Companies, Inc.

4. All other provisions of the original Participation Agreement that are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this First Amendment on the day and year first above written.

**CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
("Agency")**

By: _____
OSCAR B. GOODMAN
Chairman

Attest:

Beverly K. Bridges, Secretary

Approved as to form:

 9/21/09
Date

**BUY-LOW MARKET, INC.
("Participant")**

By: _____
PAUL (PARVIZ) VAZIN
President

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____ day of _____. 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Chairman of the Las Vegas Redevelopment Agency, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____. 2009, before me, the undersigned Notary Public in and for said County and State, appeared, Paul (Parviz)Vazin, President of Buy-Low Market, Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

Exhibit A



0 85 170 340 Feet



*This map is a graphic representation of an area.
It is not guaranteed to be accurate.
This map is only for planning purposes.*



07/17/2009

PARTICIPATION AGREEMENT
BETWEEN THE
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
AND
BUY-LOW MARKET INC., A CALIFORNIA CORPORATION

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the 18TH day of June, 2008, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") and BUY-LOW MARKET INC. (the "Participant"). The Agency and Participant's execution of this Agreement is subject to all required Agency approvals, Participant's execution of the Sublease with Vons Companies, Inc., and written approval of Edmond Town Center, LLC, a Delaware Limited Liability Company as Master Landlord.

§100 SUBJECT OF AGREEMENT

§101 Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan which will fulfill a need for a new grocery store in the West Las Vegas community and to facilitate economic development for the community, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter. The Project contemplated by this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable laws, and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan.

§102 The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted by the City Council of the City of Las Vegas on March 5, 1986, by Ordinance No. 3218, as amended. The Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof.

§103 The Site

The site (the "Site") is that portion of the Commercial Retail Shopping Center commonly known as Edmond Town Center, located at 1061 West Owens Avenue, Las Vegas, Nevada, which is a portion of APN 139-28-503-025 as shown on the Site Plan (Attachment "A") and is more particularly described in the Legal Description of the Site (Attachment "B") which is owned and controlled by Edmond Town Center, LLC. The Site is leased to the Participant pursuant to the Shopping Center Sublease, PDA Facility No. 98-2398-01-01, with The Von's Companies, Inc. dated, May 14, 2008 (the "Sublease"). The Sublease is subject to the terms and conditions of the Master Lease between The Von's Companies, Inc., as Lessee, and Edmond Town Center, LLC, as Lessor, as amended. (herein "Master Lease").

§104 The Development

Subject to all the provisions of this Agreement, the improvements to be constructed and developed by the Participant on the Site and the obligations of the Participant are as follows (to be referred to as the "Development" or "Project"):

The Participant shall redevelop the commercial retail space on the Site which was formerly operated as a Vons Grocery store. The development of the space shall be consistent with the size and scope of the Project as set forth in the "Scope of Development" attached hereto and incorporated herein as Attachment "C" which may contain the following characteristics:

- a) Industry standard commercial retail tenant improvements to re-tenant an existing grocery store; and
- b) Project space plan to provide layout and dimensions for a new Buy-Low Market grocery store of at least 40,000 square feet.

Participant acknowledges and agrees (i) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of any phase of the Development, and (ii) that Participant will be required to obtain all reviews, approvals and permits required for the construction of the Development.

§200 PARTIES TO OR INTERRELATED TO THIS AGREEMENT

§201 The Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382 *et seq.*). The office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. "Agency", as used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

§202 The Participant

The Participant is a California Corporation, duly authorized to conduct business in the State of Nevada. The Participant authorizes PAUL (PARVIZ) VAZIN, as President, to execute documents and bind the Participant. The stockholders and/or members of the Participant are those members listed on the Disclosure of Principals attached hereto as Attachment "I". The Participant's principal address is 1245 East Watson Center Road, Carson, California 90745-4207. Participant agrees throughout the term of this Agreement to notify promptly, but in no event less than thirty (30) days, the Agency of any changes to the names of its members. For purposes of this Agreement, Participant shall mean the Sub-tenant of Vons Companies, Inc., or affiliate of the Sub-tenant who is the owner of the commercial retail grocery store operating under the name Buy-Low Market, Inc. The Participant qualifies as a business occupant or business tenant as that term is used in the Redevelopment Plan.

The qualifications and identity of the Participant and its members, are of particular concern to the Agency, and it is in part based on such qualifications and identity that the Agency has entered into this Agreement with the Participant. Except as set forth in the following paragraph of this Section 202, or except if the Participant continues to have material management responsibilities for the operations, during the existence of this Agreement,

Participant agrees that the members of the Participant shall not sell, convey, assign or transfer in the aggregate, more than 50% of their interests, without prior written consent or approval of the Agency. No voluntary or involuntary successor in interest of the Sub-tenant shall acquire any rights or powers under this Agreement except as expressly set forth herein. This paragraph is not intended to prohibit or restrict the Participant from selling additional equity interests to additional investors, and shall not be so interpreted, so long as the current members of the Participant continue to own a majority interest in the Participant or continue to have material management responsibilities for the Project and operations.

Except as specifically set forth in this Section 202, of this Agreement, the Participant shall not assign all or any part of this Agreement without the prior written approval of the Agency, which approval shall not be unreasonably withheld, conditioned or delayed. It shall not be unreasonable for the Agency to withhold its approval of a proposed assignee if such assignee: (1) does not have experience in developing and operating projects of similar size and character at least equivalent to that of the Participant, (2) does not have the financial strength and resources sufficient to undertake and complete the proposed project which is at least the equivalent of the Participant, or (3) does not have a reputation in the community for integrity and reliability. No assignment of this Agreement shall be permitted if at the time of the proposed assignment Participant is in default of this Agreement. Any assignment shall not be effective until the proposed assignee delivers to the Agency an assumption of this agreement in form approved by the Agency, which approval shall not be unreasonably withheld.

§203 Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that they have disclosed, on the form attached hereto as Attachment "I" all members of Participant, as well as all persons and entities holding more than 1% (one percent) interest in any such entities or any principal member of any such entities. See Attachment "I". Throughout the term hereof, Participant shall notify City by mail to City of Las Vegas Redevelopment Agency, City Hall, 400 Stewart Ave., Las Vegas, Nevada, 89101 of any material change in the above disclosure within thirty (30) days of any such change.

§300 PARTICIPANT OBLIGATIONS

§301 Construction of Development

No later than the date as set forth in the Schedule of Performance, Attachment "D", the Participant shall commence construction in accordance with the Scope of Development, unless such commencement is delayed as permitted in Section 604 below. Participant agrees to complete the construction of the improvements to the Site no later than the deadlines set forth in the Schedule of Performance, Attachment "D", unless such completion is delayed as permitted in Section 804 below.

§302 Miscellaneous Participant Obligations

In accordance with Attachments "C" and "D", the Participant shall be responsible for all improvements to the Site as required by the Agency or the City of Las Vegas in connection with the development of the Site.

§303 **Financial Ability.** Each time that the Participant shall file with the Agency a Certificate of Operations (hereinafter defined); the Participant shall include a representation and warranty that the Participant is solvent and has no intention of filing or seeking protection under any bankruptcy laws.

§304 **Employment Plan.** In accordance with the provisions of the Agency's employment plan policy adopted June 3, 1992, as amended June 6, 2001, Participant shall:

- a) Provide the Agency with a list and amount of all contracts to be let for the construction of the Project.
- b) Contact the City of Las Vegas to identify the vendors in its minority vendor's directory.
- c) Notify these vendors of all construction contracts to be let for the Project. A copy of this notification shall be submitted to the Agency.
- d) Prepare an employment plan, as required by NRS 279.482(2), which is attached to this Agreement as Attachment "G".

§400 AGENCY GRANT FUNDS

1. The Agency will offer up to Nine Hundred Thousand Dollars (\$900,000) in grant funds ("RDA Grant Funds") for making certain tenant improvements to the Site which consists of a minimum 30,000 square feet for the former Vons Grocery store at Edmond Town Center which is more specifically described in the Scope of Development, located at 1061 W. Owens, Las Vegas, Nevada. The RDA Grant Funds to be provided to Participant pursuant to this Agreement shall consist of the following:

- a) Provide an equipment grant not to exceed \$200,000 to Participant upon evidence of the execution of Sublease with The Vons Companies Inc. The equipment grant funds shall be used for the purchase of new equipment as listed in the Scope of Development. This grant would be secured by a UCC-1 lien against new equipment purchased with such grant funds. The lien would be released at the end of year 5. If the Participant terminates the Sublease or ceases operations as a grocery store at the Site before the end of year 3 of the Sublease, the Agency shall seek repayment of a proportionate share of the equipment grant funds through the enforcement for the repayment of a proportionate share of the \$200,000.00 equipment grant funds, such fraction to be determined by using the seven (7) years as a denominator and the number of months remaining after closure as the numerator.

b) Provide a tenant improvement grant of up to \$700,000 for certain grocery store tenant improvements to be constructed at the Site as set forth in the Scope of Development. The 700,000.00 grant ("Tenant Improvement Grant") shall be payable in seven (7) increments of up to \$100,000 at the end of each year of the sub-lease term (the "Annual Tenant Improvement Grant"), commencing on the date Participant opens for business, and shall be paid annually so long as Participant operates the grocery store at the Site ("Market"). The Developer agrees to submit to the Agency on an annual basis a Certificate of Operation, including a listing of all tenant improvements and the expenses incurred by the Participant for each sublease year. The Certificate of Operation shall be submitted no later than sixty (60) days from the end of each sub-lease year and the Agency shall review the listing and request further documentation from the Participant if deemed reasonably necessary in order to approve the Certificate. If the Agency approves the annual Certificate, such approval shall not be unreasonably held, conditioned or delayed. The Agency shall disburse to the Participant the amount of the annual expenses set forth in the annual Certificate up to \$100,000 or the Annual Tenant Improvement Grant for each applicable sublease year. In the event the amount set forth in any annual tenant improvement expense as set forth in a given Certificate exceeds the amount of the Annual Tenant Improvement Grant provided herein, that excess annual expense amount shall be carried over to the next sublease year and will be applied towards the following sublease year's annual tenant improvement expense. Should Participant cease operations of the Project at the Site at any time during the seven-year term, the grant funds provided by this subsection (b) shall terminate and the Agency shall have no further obligation to the Participant for this Tenant Improvement Grant fund.

2. To be eligible for the Commercial Visual Improvement (CVIP) grant, Participant will submit a complete and timely CVIP application to the Agency for consideration and approval by the Agency Board and City Council. Subject to the terms and condition of an approved CVIP grant, Participant will be reimbursed up to a maximum of \$50,000 for qualified exterior improvements. Qualified exterior improvements are not to be under construction before Agency and Council approval.

§401 Assignment

The RDA Grant Funds to be provided by this Agreement may not be assigned to anyone other than those defined in Section 202 without the Agency's written consent, which the Agency may in its sole discretion determine to grant or not to grant.

§402 Miscellaneous Agency Obligations

Agency staff will assist the Participant in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site.

§500 DEVELOPMENT OF THE SITE

§501 General Representations

The Agency and Participant each represent and warrant for itself that:

a) This Agreement and all agreements, instruments and documents herein provided to be executed are each a duly executed and binding agreement, instrument and document of the party executing the same.

b) This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which the Sub-tenant is subject.

§502 Scope of Development

The grocery store tenant improvements shall be developed as provided by Participant in the Scope of Development in Attachment "C", as amended from time to time as mutually agreed upon in writing between the Participant and the Agency. Participant may amend the Scope of Development provided that any such amendment is approved by the Agency which approval shall not be unreasonably withheld.

§503 Insurance and Indemnification

a) The Participant shall obtain and maintain during the existence of this Agreement general comprehensive liability (bodily injury, property damage) and automobile liability insurance for not less than \$1,000,000 combined single limit per occurrence. If such policy is on a "claims made" basis, then coverage shall be maintained in effect for one (1) year after the issuance of the final Certificate of Completion. The Participant shall obtain and maintain course of construction insurance during the construction of this Agreement. The Participant shall obtain and maintain during the existence of this Agreement industrial/worker's compensation insurance (job-related sickness, injury, or accident) in sufficient amounts as to hold the Agency and City of Las Vegas harmless for all work encompassed in this Agreement performed by the Participant.

b) Prior to the commencement of any construction or demolition on the Site, the Participant shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein concerning any demolition or construction on the Site.

c) The Participant will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within sixty (60) calendar days following the expiration date of said insurance.

d) The Agency, its officers, employees and agents must be expressly covered as insured parties under the insurance coverage required herein if such coverage is reasonably available.

e) The insurance coverage required herein must provide for a 30-day written notice to the Agency before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

f) In the event the Participant fails to obtain or maintain the insurance required herein, the Agency shall have the right in addition to the remedies available under Sections 701 and 707 to pay the premium to reinstate the insurance coverage which the Sub-tenant has failed to maintain or to procure substitute insurance coverage which in either case the Agency shall be entitled to collect the cost thereof from the Participant or deduct the same from any sums due the Participant under this Agreement.

g) In addition to the insurance requirements of this Section, the Participant shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the Agency and the City of Las Vegas, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, including any claims relating to the construction, development or operation of the Project or part thereof or for injuries to or the death of any person or persons or damages to property, including property of the Agency or the City, which may arise out of or in any manner be connected with the performance of the obligations under this Agreement or resulting in any way from this Agreement or the development, construction or operation of the Project or part thereof excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the City, Agency, and any of their respective officers, members, consultants, agents and employees.

h) The Participant shall also furnish or cause to be furnished evidence satisfactory to the Agency that any contractor with whom it has contracted for performance of the work on the Site carries worker's compensation insurance required by law.

§504 City, Agency, and Other Governmental Permits

Before commencement of construction or development of any improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City of Las Vegas or any other governmental agency affected by such construction, development or work. The Agency staff shall provide reasonable assistance deemed appropriate by the Agency to the Participant in securing these permits. Participant hereby agrees and acknowledges that (i) Agency review of any elements of the Project is for the sole purpose of assuring compliance with this Agreement, (ii) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of any portion of the Development, (iii) that Participant will be required to obtain all reviews, approvals and permits required for the construction of the Development or any portion of the Development.

§505 Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the Agency and the City shall have the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the Agency or the City shall be those who are so identified in writing by the Executive Director of the Agency and who shall, whenever reasonably possible, give prior notice of such Site visits. Subject to NRS Chapter 41, the Agency and City shall indemnify the Participant and hold it harmless from any damage caused or liability arising out of this right to access.

§506 Compliance with Local, State and Federal Laws

The Participant recognizes that this Agreement will result in the Agency providing financial incentives to the Participant in excess of \$100,000. In accordance with NRS §279.500, the Participant agrees that the Project is subject to the Prevailing Wage Act, NRS §338.010 through §338.094, inclusive. The Participant agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project because of the incentives exceeding \$100,000. The Participant shall obtain a State of Nevada Public Works Project Number as required by the State Labor Commissioner.

The Participant shall use the State Labor Commissioner's prevailing rate of per diem wages in the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement. Subject to the provisions of applicable law, the Participant agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements. The Participant will include the substance of the prevailing wages requirement of this Section 506 as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates. The Participant will monitor compliance to the payment of prevailing wages pursuant to NRS § 338.

The Participant shall require that the selected contractor keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvement. Such records shall be open to inspection and reproduction by the Agency during normal business hours. The Participant will send one (1) copy of each wage report to the attention of the City of Las Vegas Purchasing and Contracts Manager, 400 Stewart Ave., Las Vegas, Nevada, 89101.

§507 Anti-discrimination During Construction

The Participant, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Participant will not discriminate for or against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry, or national origin.

§508 Agency Approval of Operating Covenants, and Reciprocal Easement Agreements

Upon written request delivered by the Agency to the Participant, the Participant shall deliver true and correct copies to the Agency of any operating covenants and reciprocal easement agreements that the Participant may enter into during construction of the Development. Any review by the Agency shall be for informational purposes only and not for approval by the Agency.

§509 Certificate of Completion

A Certificate of Completion shall be issued by the city of Las Vegas after completion of all construction in the form attached hereto as Attachment "E", along with accompanying documentation in the form attached hereto as Attachment "F", required of the Participant.

The Certificate of Completion shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement or such portion thereof and of total compliance with the terms hereof. After issuance of the Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the Agreement appended hereto as Attachment "F". Except as otherwise provided herein, after the issuance of the Certificate of Completion, neither the Agency, the City nor any other person shall have any rights, remedies or controls with respect to the portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 601 to 604 inclusive, of this Agreement.

§600 USE OF THE SITE

§601 Uses

The Participant covenants and agrees for itself its successors, assigns and every successor in interest that during construction and thereafter, the Site shall be devoted only to the uses specified or permitted in this Agreement, and the Redevelopment Plan, for the periods of time specified in Section 604. The foregoing covenants shall run with the land.

§602 Maintenance

The Participant hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any material accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Scope of Development in a healthy condition. If at any time the Participant, or its successors in interest, shall fail to keep the Site free of a material accumulation of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within thirty (30) days after written notice from the Agency, either the

Agency or the City may perform the necessary cleanup or landscape maintenance, and the Participant, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenants shall run with the land.

§603 Obligation to Refrain from Discrimination

The Participant covenants by and for itself, its successors, assigns and every successor in interest to the Site or any part thereof that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees of the Site. The foregoing covenants shall run with the land.

§604 Effect and Duration of Covenants

Except as otherwise provided, the covenants contained in this Agreement shall remain in effect until, March 5, 2031 (the termination date of the Redevelopment Plan), unless the Redevelopment Plan has been extended by the Agency. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the Agency without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Site, any parcel or sub-parcel, or in the Redevelopment Area. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

§700 DEFAULTS, REMEDIES AND TERMINATION

§701 Event of Default by the Participant

If during the existence of this Agreement, the Participant:

a) Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, contrary to the provisions of Section 202;

b) Fails to proceed with, abandons or substantially suspends, except as permitted by Section 804 below, the construction of the Project required by this Agreement;

c) Fails, except as permitted by Section 804 below, (i) to either comply with the requirements of Attachment "C", (ii) Attachment "D" or (iii) proceed in a timely manner with the Development;

d) Fails to perform any other material obligation imposed under the provisions of this Agreement then the occurrence of any of the foregoing events (a "Participant Event of Default") shall constitute a breach in the performance of the obligations imposed upon the Participant and shall entitle the Agency to the remedies, and only the remedies hereinafter set forth, if, after receiving thirty (30) calendar days written notice of default from the Agency, the Participant has failed to cure, or to commence a cure and diligently pursue it to completion (which in no event is to exceed sixty (60) calendar days).

§702 Agency Default.

If during the existence of this Agreement, the Agency fails to perform any material obligation imposed under the provisions of this Agreement (an Agency "Event of Default"), then, Participant shall have the remedies, and only the remedies, hereinafter set forth, if, after receiving thirty (30) calendar days written notice from the Participant, the Agency has failed to cure, or to commence a cure and diligently pursue it to the completion (which in no event is to exceed sixty (60) calendar days).

§703 Institution of Legal Action

Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

§704 Applicable Law

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

§705 Service of Process

In the event that the Participant commences any legal action against the Agency, service of process on the Agency shall be made by personal service upon the Secretary of the Agency or in such other manner as may be provided by law.

§706 Remedy of the Participant

Upon the occurrence of an Agency Event of Default, Participant shall have the sole remedy of requiring specific performance of the Agency's obligations hereunder. The Agency shall not be liable for the payment of money damages.

§707 Remedy of the Agency - Termination

During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Sub-tenant or such other date as may be specified in the written notice.

§800 GENERAL PROVISIONS

§801 Notices, Demands and Communications between the Parties

Formal notices, demands and communications between the Agency and the Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and the Participant as set forth in Sections 201 and 202 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

§802 Conflicts of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The Participant warrants that it has not paid or given, and will not pay or give, any third person other than the Participant's attorneys and consultants any money or other consideration for negotiating and obtaining this Agreement.

§803 Non-liability of Agency Officials and Employees

No member, official or employee of the Agency shall be personally liable to the Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement.

§804 Enforced Delay; Extension of Times of Performance

The performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; litigation, including delays beyond the reasonable control of the Agency; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Agency shall not excuse performance by the Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the

commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Agency and the Participant.

§805 Amendment of Redevelopment Plan

The Agency will give the Participant notice of amendments to the Redevelopment Plan as required by Nevada Revised Statutes 279.608 applying to the Redevelopment Area, but shall not be required to obtain the consent of the Participant provided; however, that Participant shall have the right to participate in any public hearings required by said Nevada Revised Statutes 279.608.

§806 Submission of Documents to the Agency for Review

Whenever this Agreement requires the Participant to submit plans, drawings or other documents to the Agency for review, which shall be deemed reviewed if not acted on by the Agency within a specified time, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed reviewed within the stated time. If there is no time specified herein for such Agency action, the Participant may submit a letter requiring Agency review of documents within thirty (30) days after submission to the Agency or such documents shall be deemed reviewed. It is understood and agreed by parties hereto that review by the Executive Director of the Agency shall be deemed review by the Agency for purposes of this section.

§807 Amendments to this Agreement

The Participant and the Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to the Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

§808 Entire Agreement, Waivers and Amendments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 14, inclusive, and Attachments "A" through "I", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Participant. Any Agency

approvals required or permitted by the terms of this Agreement may be given by the Executive Director or such other person that the Executive Director designates in writing.

§900 TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

This Agreement must be executed by the Participant and delivered to the Agency within ten (10) business days from the date of approval by the Agency otherwise any approval by the Agency shall be null and void. This Agreement, when executed by the Participant and delivered to the Agency, must be authorized, executed and delivered by the Agency within ten (10) business days from the date of signature by the Participant or this Agreement shall be void, except to the extent that the Participant consents in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the Agency, Participant is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been approved by the governing board of the Agency.

§ 901 Estoppel Certificates

As a part of entering into this Agreement, the Agency requires Landlord Estoppel Certificates from The Von's Companies, Inc., as Lessor under the Sublease, and from the Edmond Town Center, LLC, as the Master Lessor under the Master Lease, within 45 days from the effective date of this agreement, which certificates shall be approved by the Agency, in its reasonable discretion.

Agency, within 45 days after a request in writing by Participant, shall furnish an estoppel certificate which shall be subject to the approval of the Agency.

"AGENCY"

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: Oscar B. Goodman
OSCAR B. GOODMAN, Chairperson

ATTEST:
Beverly K. Bridges
BEVERLY K. BRIDGES, Secretary

APPROVED AS TO FORM:

By: J. P. [Signature] 6/13/08
Deputy City Attorney Date

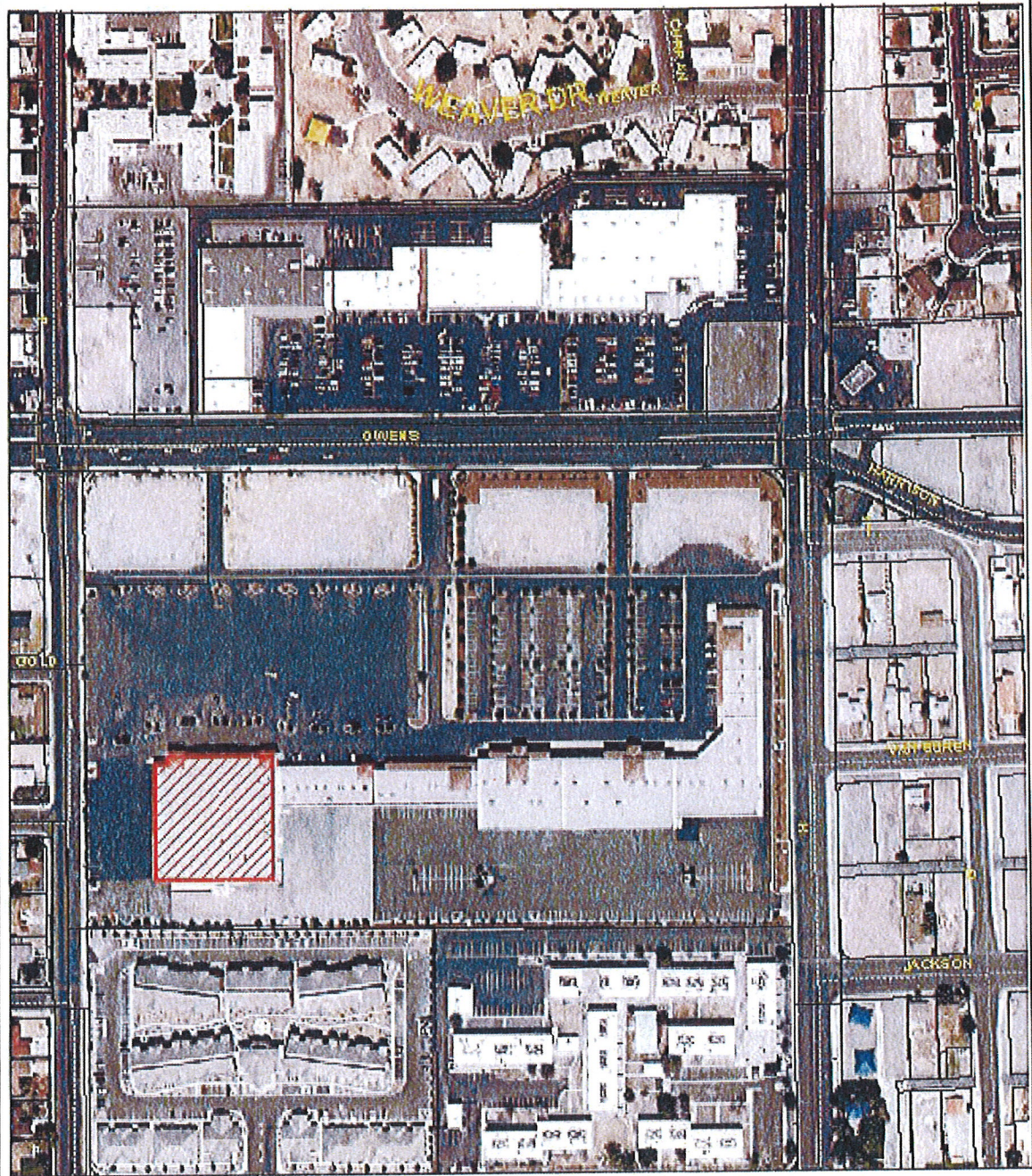
BUY-LOW MARKET, INC., "PARTICIPANT"

By: Paul V. Vazin
PAUL (PARVIZ) VAZIN, President

LIST OF ATTACHMENTS

<u>ATTACHMENT "A"</u>	-	Site Plan
<u>ATTACHMENT "B"</u>	-	Legal Description
<u>ATTACHMENT "C"</u>	-	Scope of Development
<u>ATTACHMENT "D"</u>	-	Schedule of Performance
<u>ATTACHMENT "E"</u>	-	Form of Certificate of Completion
<u>ATTACHMENT "F"</u>	-	Agreement to be Recorded Affecting Real Property
<u>ATTACHMENT "G"</u>	-	Employment Plan
<u>ATTACHMENT "H"</u>	-	INTENTIONALLY OMITTED
<u>ATTACHMENT "I"</u>	-	Disclosure of Principals

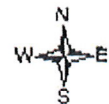
Attachment A



Legend
 Gateway Site

0 115 230 460 Feet

05/15/2008



Site Plan

ATTACHMENT "B"

"SITE" LEGAL DESCRIPTION

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Assessor Parcel Nos.: 139-34-110-004

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS:

PARCELS 1, 2 AND 3 AS SHOWN BY MAP THEREOF IN FILE 77 OF PARCEL MAPS, PAGE 96, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "C"

SCOPE OF DEVELOPMENT

Sub-tenant currently anticipates that the construction for the Project will be as follows:

To open the grocery store the following items will need to be purchased: Sign, Shopping Carts, Cash Registers and checkstands.

Once the store is open we plan on one project a year. Following is our expected order of projects. This order could change based on the wants and needs of our customers.

The first year we will install a Camera System, computer system and new scales in the Meat and Hot Deli Departments. The next six years we will do one project a year consisting of: a Service Meat Department, New Produce Cases and Displays, new equipment in the Meat Department & Hot Deli, Meat cases- self serve, Frozen Food cases and new flooring and shelving in the Grocery area.

ATTACHMENT "D"
PERFORMANCE SCHEDULE

The following Projects will be completed before the store opens: Sign - \$25,000, Shopping Carts - \$40,000, Cash Registers - \$110,000 and Checkstands - \$70,000.
Total initial capital expenditure - \$245,000.

The following projects will be completed in the year specified. Each project will cost at least \$100,000.

Year 1	Camera System, computer systems, new scales for Meat & Hot Deli.
Year 2	Service Meat Department
Year 3	New Produce Cases and Displays
Year 4	New Equipment in Meat Department and Hot Deli
Year 5	Meat Cases – Self Serve
Year 6	Frozen Food Cases
Year 7	New Flooring and shelving in Grocery Area

This schedule is subject to change based on customer survey and demands.

ATTACHMENT "E"

FORM OF CERTIFICATE OF COMPLETION

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, this Participation Agreement (PA) dated _____, 2008 and recorded _____, 2008, in the Office of the Recorder of the County of Clark, Nevada, City of Las Vegas Redevelopment Agency, a public body organized and existing under the community redevelopment laws of the State of Nevada hereinafter referred to as the "Agency," provided assistance to Buy Low Market, Inc. or its permitted assignee hereinafter referred to as the "Participant," for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said PA, the Participant shall certify to the Agency that all construction and development on the Site has been substantially completed in compliance with the PA; and

WHEREAS, as referenced in said PA, the Agency shall furnish the Participant with a Certificate of Completion upon completion of all construction and development upon the Site, which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the site required by the PA.

Now, therefore:

1. The Participant hereby certifies to the Agency that all construction of the Site has been completed in compliance with the PA, including without limitation, the issuance of a certificate of occupancy for the core and shell build out of the project.
2. The Agency agrees and does hereby certify that the construction and development on the site have been fully satisfactorily performed and completed as required by the PA.

ATTACHMENT "F"

Form of Agreement to be Recorded Affecting Real Property

Recording Requested by:
City of Las Vegas
Redevelopment Agency

After Recordation, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2008, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and Buy-Low Market, Inc. (hereinafter referred to as the "Participant") with reference to the following:

A. Edmond Town Center LLC, or its affiliate is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the City of Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. The Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Participation Agreement (the "PA") entered into between the Agency and the Participant on [_____, 2008].

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT
HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the PA, that the terms and provisions of the PA have been fully and satisfactorily performed by the Participant.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified or permitted in the PA.

b. To maintain the improvements on the Site, keep the Site free from any material accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Sub-tenant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The Agency and the Participant shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

IN WITNESS WHEREOF, the Agency and the Participant have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

ATTEST:

BEVERLY K. BRIDGES, Secretary

APPROVED AS TO FORM:

Date

BUY-LOW MARKET INC.

By: _____
PAUL (PARVIZ) VAZIN, President

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this ____ day
of _____, 2008, by OSCAR B. GOODMAN, Chairperson of the City of Las
Vegas Redevelopment Agency.

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this ____ day
of _____, 2008, by _____, as _____
of Buy-Low Market, Inc.

ATTACHMENT "G"

EMPLOYMENT PLAN

EMPLOYMENT PLAN FOR BUY-LOW MARKET INC.,

The Employment Plan of **Buy-Low Market Inc.**, is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001. (Attachment 1). This Employment Plan outlines the steps to be taken by Buy-Low Market Inc., to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women, and/or the homeless.

The Plan herein is divided into two parts, as contemplated by the Policy. Since Buy-Low Market Inc., is an entity which is proposing to remodel commercial retail space for a Grocery store, it hereby submits an employment plan in its capacity as a "Sub-tenant."

PART I

Sub-tenant Employment Plan

The Development Employment Plan shall apply during the construction phase of the Project.

1. Description of the Facilities to be Constructed. The facilities to be constructed by Buy-Low Market Inc., will consist of approximately 40,000 square feet for a retail grocery store. Please see Section 103, and Attachments "C" and "D" of the participation Agreement for a complete description of the facilities. 2. Contracts for Construction of the Project. Buy-Low Market Inc., will promote, and will cause its general contractor to promote, the utilization

of women, minority, disabled, and veteran owned business enterprises for the construction of the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity Contracting Policy." See Attachment 2. These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran owned businesses expressed as a proportion of the total dollar value of bids.

The Policy requests a list and the amount of contracts to be let for the construction of the redevelopment project. Buy-Low Market, Inc. will prepare, or cause its general contractor to prepare such a list of contracts that have been let and those contracts for which Bid documents have not yet been prepared. As construction drawings and bid documents are received, after the date of the Participation Agreement, the general contractor, through its construction manager, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") business firms. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Participation Agreement. At such time, Buy-Low Market, Inc., will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving, MWDV Businesses. Buy-Low Market, Inc. hereby certifies that, for the construction phase of the Project, it will use and instruct, or cause its general contractor to use and instruct, its project manager and construction manager to use the City's Minority Vendors Directory to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient

time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, Buy-Low Market, Inc. will perform, or cause its general contractor to perform, the following tasks:

(a) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(b) Contract and coordinate with City's Purchasing and Contracts Manager and Redevelopment Agency to obtain lists and information concerning MWDV owned business enterprises;

(c) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(d) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible.

(e) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements; and

(f) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance;

(g) Organize a Job Fair prior to the Grand Opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women focused media outlets. Minority agencies will also be notified, as recommended by the City's Human Resources

Office. This fair will be provided at no cost to the tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project (see Attachment 3 for an example).

(h) Buy-Low Market, Inc. will provide and dedicate a public announcement board in a public area of the Project. Tenants will be notified of the location and availability of this board and encouraged to utilize it to advertise positions on an ongoing basis.

(i) Buy-Low Market, Inc. shall cause its general contractor to advertise and solicit bids and accept qualified joint venture bids from local MWDV owned business firms and from joint ventures involving local and out of state MWDV owned business firms. Buy-Low Market, Inc. shall encourage joint ventures with the MWDV owned business firms.

PART II

Participant Employment Plan

The Participant_Employment Plan shall apply to Participant hiring of new permanent employees during the post construction phase of the Project. In addition, even though portions of the Project are not being supported by redevelopment funds, Participant will adopt the employment objectives stated in the Policy for the entire Project. In this regard, Participant recognized that subcontractors of permanent operations will be required to adhere to the Employment Plan, to the extent possible, which will be effected through contractual language included in any agreements with such subcontractors.

1. Description of Existing Opportunities for Employment within the Area.

Prior to construction of the Project, Buy-Low Market, Inc. believes that the current opportunities in the area are quite limited. Of the limited opportunities that are available, even fewer are in the project area and, to the best of the knowledge of, Buy-Low Market, Inc there

may not be any full time employment opportunities currently existing in new commercial retail projects. It is anticipated that employment opportunities will be in full time construction and part time employment opportunities to as well as landscape, maintenance and security personnel.

The intent of the Policy is that a project benefited by redevelopment funds creates new jobs for residents of the Redevelopment Area and the City of Las Vegas Special Impact Area. The information shown in Attachment 4 taken from 2000 Census data compiled by the City's Community Planning and Development Department, contains a statistical breakdown in terms of race and employment categories for each of the Census Tracts in the Special Impact Area.

2. Estimate and Description of New Jobs Created as a Result of the Project. It is estimated that 85 new permanent jobs will be created as a direct result of the Project. Additional permanent jobs will be created with each new phase of the Project as set forth in Attachment 5.

3. Description of the Steps to be Taken to Achieve Objectives. It is the intent of Buy-Low Market, Inc to fill as many as possible new permanent jobs created as a direct result of the Project by residences in the targeted areas who are economically disadvantaged, physically handicapped, members of racial minorities, veterans, homeless and women. A variety of steps are planned in order to meet this objective. First, the general contractor will advertise in newspapers of general circulation, trade association papers and MWDV focused media concerning new permanent employment opportunities associated with the Project. (See Attachment 3).

Second, Buy-Low Market, Inc will utilize the following referral agencies to seek assistance in identifying qualified job applicants;

- (a) Nevada Employment Security Department;
- (b) Nevada Business Services, Inc.;

-
- (c) Urban Chamber of Commerce;
 - (d) Latin Chamber of Commerce;
 - (e) Las Vegas Indian Center;
 - (f) Endeavor I March of Dimes;
 - (g) Nevada Welfare Department;
 - (h) Women's Development Center;
 - (i) St. Vincent's Job Desk;
 - (j) Community College of Southern Nevada;
 - (k) Bureau of Vocational Rehabilitation of Southern Nevada;
 - (l) Dr. Martin Luther King, Jr. Committee;
 - (m) Nevada Partners;
 - (n) The City of Las Vegas Housing Authority;
 - (o) The Governor's Committee on Employment for Individuals with Disabilities;
 - (p) Southern Nevada Homeless Coalition;
 - (q) Key Foundation;
 - (r) Military Veterans Volunteer Center;
 - (s) Southern Nevada Disenfranchised Veterans Consortium;
 - (t) Veterans Administration (VA);
 - (u) Lowden Veterans Center and Museum / CONVO;
 - (v) National Action Network;
 - (w) State of Nevada Casual Labor Office;
 - (x) Las Vegas Rescue Mission;
 - (y) Sign Snow;

(z) Such other referred agencies that are suitable, as determined by the City Manager for the City of Las Vegas, or their designee.

Further, Buy-Low Market, Inc. will work closely with the City of Las Vegas and Redevelopment Agency officials to obtain assistance in its hiring activities.

4. Buy-Low Market certifies that they will pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.

5. Buy-Low Market, Inc. will notify in writing all of the referral agencies of job positions which are initially available for hire at least 30 working days prior to anticipated initial hiring dates. Thereafter, for the filling of subsequent positions, Buy-Low Market, Inc will endeavor to give all previously responsive agencies a notification in writing within a reasonable time prior to anticipate hiring dates. Both of the above referenced notifications will include a description of the required job qualifications, the rate of pay, the anticipated hiring date and the date by which the referral agency must refer qualified applicants in order to be considered for hiring. Buy-Low Market, Inc will copy the Redevelopment Agency on all such written correspondence.

6. Buy-Low Market, Inc will work closely with the agencies designated in item 3 to provide them the information needed for the agencies to design aid establish programs to train and upgrade the skills of qualified employees to fill the needs of their businesses. Buy-Low Market, Inc. will make a good faith effort to provide the information in advance of the need for the employees in order to provide a meaningful opportunity to provide training for the jobs.

7. Pursuant to Section H of the Employment Plan, Buy-Low Market, Inc. will submit quarterly reports to the Redevelopment Agency for the duration of the Participation

Agreement between the Redevelopment Agency and Buy-Low Market, Inc. dated [_____] (the "Agreement"), with one copy to the City Purchasing and Contracts Manager for the duration of the Agreement. The quarterly reports will demonstrate compliance with the requirements of the Employment Plan.

ATTACHMENT 1

**CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
EMPLOYMENT PLAN POLICY**

**Adopted
June 6, 2001**

EMPLOYMENT PLAN POLICY

(As Adopted on June 6, 2001)

A. What is the purpose of the Employment Plan Policy?

The purpose of this Employment Plan Policy is to encourage developers and build-to-suit owners/lessees participating in a redevelopment project funded by the Redevelopment Agency to hire individuals of specially targeted population groups (economically disadvantaged residents, physically handicapped, members of racial minorities, veterans or women) who live within the area of operation.

B. Who must submit Employment Plans?

1. **Developers:** As appropriate for the redevelopment project, the developer shall submit to the Redevelopment Agency an Employment Plan for the construction phase of the redevelopment project in accordance with the requirements of this Policy. For purposes of this Policy, a "developer" means any person or entity who is proposing to construct commercial, office, retail or industrial space with the assistance of the Redevelopment Agency and includes both developers of speculative space and build-to-suit owners.

A "developer of speculative space" means any developer who constructs commercial, office, retail or industrial space for the purpose of conveying or leasing to an unknown owner and/or tenant. A "build-to-suit developer" means any developer who constructs commercial, office, retail or industrial space in accordance with the customized specifications of a known owner and/or lessee to whom the space will be conveyed or leased upon completion of the redevelopment project.

2. **Build-to-Suit Owners/Lessees:** As appropriate for the redevelopment project submitted by a build-to-suit developer, the owner/lessee for which the redevelopment project is to be constructed shall submit to the Redevelopment Agency an Employment Plan for the post construction phase of the redevelopment project in accordance with the requirements of this Policy.

For purposes of this Policy, "build-to-suit owner/lessee" means the owner and/or lessee of commercial, office, retail or industrial space which has been constructed by the developer to the customized specifications of the owner/lessee.

3. **Owners/Lessees:** An owner/lessee of speculative commercial, industrial, office or retail space shall be exempt from submitting an Employment Plan.

C. What is the term of the Employment Plan?

1. The developer shall adhere to the Employment Plan only during the construction phase of the development.
2. The build-to-suit owner/lessee shall adhere to the Employment Plan for at least as long as the redevelopment project remains subject to the Owner Participation Agreement (OPA)/Disposition and Development Agreement (DDA). Each OPA/DDA will include the specific time periods based on the particular relevant aspects of the project. All subcontractors of permanent operations will be required to adhere to the Employment Plan through contractual language included in any agreement with the build-to-suit owner/lessee. The appropriate requirements of the Employment Plan Policy shall be included in the Owner Participation Agreement.
3. Employment Plans must be submitted to the Agency for review during negotiations for redevelopment funding to be approved as part of the OPA/DDA.

D. What information must the developer provide in the Employment Plan?

The developer shall provide the Agency with a list and amount of all contracts to be let for the construction of the redevelopment project.

E. What procedures shall the developer adhere to?

The developer is required to submit an Employment Plan for the construction phase of the redevelopment project, and shall be referred to the City's Minority Vendors Directory. The developer shall notify the vendors identified in the Minority Vendors Directory of all contracts to be let for the redevelopment project. A copy of the notification shall be submitted to the Redevelopment Agency.

F. What information must be in the Employment Plan submitted by Build-to-Suit Owner/Lessees?

1. A description of the existing opportunities for employment within the area. This information is available from the Nevada Employment Security Department. The Agency shall make every effort to assist the build-to-suit owner/lessee in obtaining this information for inclusion in the Employment Plan.
2. A projection of the effect that the redevelopment project will have on opportunities for employment within the area. In other words, the number of new jobs created as a result of the redevelopment project and a description of the skills required to fill the positions. The build-to-suit owner/lessee must supply this information to the Redevelopment Agency.
3. It is the intent of this Policy that a minimum of 51% of all new jobs created as a direct result of the Redevelopment Project be filled by residents of the Redevelopment Area and/or the City of Las Vegas Special Impact Area (SIA) and/or Census Tracts 5.03 and 5.04 (these tracts will be eligible for SIA designation upon release of the 1990 census information). The Redevelopment Agency shall have the authority to reduce the employment requirements of this section after a showing of just cause. This includes the refilling of those jobs for the duration of the Employment Plan. The build-to-suit owner/lessee is required to submit an Employment Plan which describes how the operation will employ persons who are:
 - a. *economically disadvantaged*
 - b. *physically handicapped*
 - c. *members of racial minorities*
 - d. *veterans*
 - e. *women*
4. The build-to-suit owner/lessee shall, as part of the Employment Plan, utilize one or more of the following referral agencies for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. These referral agencies, by virtue of their activities, are recognized as having a knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

-
- a. *Nevada Employment Security Department*
 - b. *Nevada Business Services*
 - c. *Nevada Black Chamber of Commerce*
 - d. *Latin Chamber of Commerce*
 - e. *Las Vegas Indian Center*
 - f. *Nevada Association for the Handicapped*
 - g. *Nevada Welfare Department*
 - h. *Women's Development Center*
 - i. *St. Vincent's Job Desk*
 - j. *Community College of Southern Nevada*
 - k. *Bureau of Vocational Rehabilitation of Southern Nevada*
 - l. *Dr. Martin Luther King, Jr. Committee*
5. Build-to-suit owner/lessees shall be required to pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.
 6. Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs a total of more than (25) employees. The training program shall be included as part of the Employment Plan.

G. What procedural guidelines must Build-to-Suit Owner/Lessee follow?

1. The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.
2. Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical and professional positions.
3. The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from his own work force.

-
4. In the event that the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
 5. The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
 6. The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin.
 7. The Redevelopment Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

H. What are the reporting requirements?

1. The developer shall inform the Agency of the selected bidder after the bid is awarded, including a justification for not selecting the minority vendor, if such is the outcome. Backup documentation shall be provided to the Agency, as requested.
2. The build-to-suit owner/lessee shall submit a report to the Redevelopment Agency within thirty (30) calendar days after the end of each calendar quarter. This report will provide the Agency with a list of employees' names, addresses, rates of pay and health benefit status, and whether or not they were referred by the above agencies. Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted Employment Plan. This information shall not be submitted to any other person or organization for any other purpose.

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities; requiring a proposal for a project of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

279.572 1. Every redevelopment plan must show:

- [1.] (a) The amount of open space to be provided and the layout of streets.
- [2.] (b) Limitations on type, size, height, number and proposed use of buildings.
- [3.] (c) The approximate number of dwelling units.
- [4.] (d) The property to be devoted to public purposes and the nature of those purposes
- [5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.
- [6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

- (a) A description of the existing opportunities for employment within the area.*
- (b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.*
- (c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:*
 - (1) Economically disadvantaged*
 - (2) Physically handicapped*
 - (3) Members of racial minorities*
 - (4) Veterans*
 - (5) Women*

ATTACHMENT 2

ITB 18 EQUAL OPPORTUNITY CONTRACTING POLICY

18.01 General Policy

Minority Owned Business Enterprises, Women-Owned Business Enterprises and Disabled Veteran-Owned Business Enterprises (collectively "M/W/DV Business Enterprises") shall be afforded the opportunity to submit bids for the award of a contract or subcontract in connection with the Project, and shall not be discriminated against on the basis of race, color, creed, sex or national origin. Each bidder shall be responsible for making a good faith effort to solicit bids from M/W/DVBE subcontractors and suppliers. It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work and/or material needs consistent with M/W/DVBE availability.

The lack of a good faith effort will subject the apparent low Bidder to additional scrutiny by the Purchasing and Contracts Division, and may affect the performance evaluation rating of the bidder awarded the contract. M/W/DVBE prime contractors are also expected to demonstrate a good faith effort to award subcontractors to M/W/DVBE firms. A M/W/DVBE prime contractor will be rated on the portion of the work to be completed by it own workforce and that of M/W/DVBE subcontractors and/or material suppliers.

18.02 Additional Information

Any Bidder needing additional information on the Owner's Equal Opportunity Contracting Policy or information regarding M/W/DV Business Enterprises may contact the Owner at (702) 229-6231.



ATTACHMENT 3

1245 East Watson Center Rd.

Carson, CA 90745-4207

310-816-0200

Fax: 310-816-0201

Top Valu Markets

Valu Plus Food Warehouses

1 888-4-KVMART

1 888-458-6278

May 21, 2008

Dear Councilman Barlow:

K.V. Mart Co. is enthusiastic about the upcoming opportunity to open a Buy Low Market in the West Las Vegas community. We look forward to providing many employment and career opportunities to the residents within the community.

My name is Bonnie Stokes and I am the Vice President of Human Resources (People Department) at K.V. Mart Co. During the 16 years that I have been with K.V. Mart Co., my team and I have organized and executed the mass recruitment plans for the grand openings of approximately 15 grocery stores throughout our chain. The latest recruitment was for the Buy Low Market in Long Beach. Below are a few of the steps that I take to ensure a successful grand opening recruitment.

- Partner with the local State of California Employment Development Department within the community of the store location. Services they provide:
 1. Locating, referring & scheduling applicants for interviews,
 2. Providing interviewing facilities, if needed,
 3. Flyers are created and posted for all jobs,
 4. Assist with planning Job Fair,
 5. Assist with contacting the various community employment referral agencies.
- Advertise employment opportunities
 1. Banners placed on building announcing job opportunities and/or Job Fair and interviewing schedule.
 2. Place ads in the local community newspaper.
 3. Create flyers or place ads in newsletters of local churches and schools.
- Job Fair / Recruitment
 1. 2 or 3 day Job Fair to be held at store site.
 - a. Team of experienced interviewers (Corporate & Store Management) will be meeting with applicants.
 2. Additional recruitments at local schools, churches and/or agencies, if required.
- Hiring / Orientation / Training
 1. Selection and Job Offers
 2. New Hire Welcome Rally & Orientation
 3. Training of all positions.
 4. Grand Opening

I look forward to working with you and the West Las Vegas community to open a Buy Low Market and to create job and career opportunities for your residents.

If additional information is needed, please do not hesitate to contact me.

Sincerely,

Bonnie J. Stokes
Vice President, Human Resources

ATTACHMENT "H"
INTENTIONALLY OMITTED

ATTACHMENT "I"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE -- DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Name <u>BUY LOW MARKET, INC</u>	
Address <u>CARSON, CA.</u>	
Telephone <u>(310) 816-0200 x420</u>	
EIN or DUNS <u>95-4882665</u>	

Block 2	Description
Subject Matter of Contract/Agreement: <u>PARTICIPATION AGREEMENT</u>	
RFP #:	<u>N/A</u>

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	<u>PAUL VAZIN, PRESIDENT</u>	<u>1245 E. WATSON CENTER RD CARSON, CA 90745</u>	<u>x420 (310) 816-0200</u>
2.			
3.			
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Paul V... Name

5-21-08 Date

Subscribed and sworn to before me this 21
day of May 2008

May 2008, 2008.

By: Bijan Kharrazi
Notary Public



Public Purpose/Impact Analysis

Title of Project: Buy-Low Market Inc.

Project Description: Re-tenanting of the existing Vons Grocery Store located at Edmond Towncenter, a commercial retail neighborhood shopping center.

Sponsor/Developer: Buy-Low Market Inc., a California corporation

Assistance provided by City and or RDA? RDA

Cite Pertinent Statutes for Public Purpose: NRS 279

How does project benefit the public? The purpose of this Agreement is to fulfill a need for a grocer in West Las Vegas, facilitate redevelopment for the community, and to accomplish the sub-lease to Buy-Low Market, which will lead to the creation of additional jobs and positive social and economic impacts.

Quantitative Economic Benefits: Buy-Low Market Inc.

The Buy-Low Market grocery store will provide approximately 85 jobs with an estimated annual payroll beginning in year one of \$1,600,000 dollars.
The store square footage is approximately 43,000 square feet.

Quantitative Economic Benefits: Buy-Low Market Inc.

Buy-Low Market will provide approximately 85 non construction jobs. The initial estimated private investment of Buy-Low Market is \$245,000.

Public investment: RDA contribution not to exceed a total of Nine Hundred Thousand Dollars (\$900,000) as follows: \$200,000 grant towards new equipment purchased; tenant improvement and remodeling rebate (lease year end) not to exceed \$100,000 per year for seven (7) years. Under a separate agreement, Buy-Low Market will submit a complete and timely Commercial Visual Improvement Program (CVIP) application to the Agency for consideration and approval by the Agency Board and City Council. Subject to the terms and condition of an approved CVIP grant, Buy-Low Market will be reimbursed up to a maximum of \$50,000 for qualified exterior improvements.

Total direct economic impact: Refer to attached Public Purpose Summary

Total indirect economic impact: Refer to attached Public Purpose Summary

Economic impact study performed (yes/no) Yes

Sustainable? N/A Explain (i.e. LEED vs no LEED).

ANALYSIS OF THE
PUBLIC PURPOSE AND BENEFITS
OF THE BUY-LOW MARKET, INC.

City of Las Vegas
Office of Business Development
Las Vegas Redevelopment Agency
June 4, 2008



BUY-LOW MARKET, INC. - LAS VEGAS
PUBLIC PURPOSE/PUBLIC BENEFIT ANALYSIS

BUY-LOW MARKET INC., involves the redevelopment and re-tenanting of approximately 43,000 square feet of commercial retail shopping center space, formerly operating as a Vons Grocery Store, which closed in August 2004, within the Edmond Town Center neighborhood shopping center located at: 1061 West Owens Avenue, Las Vegas Nevada City of Las Vegas (the "Project").

The Agency is proposing in the Participation Agreement (PA) to offer Public Investment not to exceed a total of Nine Hundred Thousand Dollars (\$900,000) as follows: \$200,000 grant towards new equipment purchased; annual tenant improvement and remodeling rebate (lease year end) not to exceed \$100,000 per year for seven (7) years. Under a separate agreement, Buy-Low Market will submit a complete and timely Commercial Visual Improvement Program (CVIP) application to the Agency for consideration and approval by the Agency Board and City Council. Subject to the terms and conditions of an approved CVIP grant, Buy-Low Market will be reimbursed up to a maximum of \$50,000 for qualified exterior improvements.

In order to evaluate the public purpose and benefits of the proposed project, the Agency is following the guidelines established in the Community Redevelopment Law. Pursuant to NRS 279.486, in order for the Agency to participate, the Agency must determine (a) The buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located; and (b) no other reasonable means of financing those buildings, facilities, structures or other improvements are available. The Agency has determined that the Project satisfies both of these tests. In reaching this determination, the Agency is making the following findings which are supported by the following supporting documentation:

**SUMMARY OF REQUIRED FINDINGS
PER NRS CHAPTER 279.486(a)**

	NRS Subsection	Finding	Supporting Documentation
1.	279.486(2)(a)(1)	Encourage the creation of new business or other appropriate development	Applied Economics Analysis Report*
2.	279.486(2)(a)(2)	Create jobs or other business opportunities for nearby residents	Applied Economics Analysis Report
3.	279.486(2)(a)(3)	Increase local revenues from desirable sources	Applied Economics Analysis Report
4.	279.486(2)(a)(4)	Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located	Applied Economics Analysis Report

	NRS Subsection	Finding	Supporting Documentation
5	279.486(2)(a)(6)	Require for their construction, installation or operation the use of qualified and trained labor	Employment Plan
6	279.486(2)(a)(7)	Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency	Applied Economics Analysis Report
7.	279.486(a)(2)	No other reasonable means of financing those buildings, facilities, structures or other improvements are available	Applied Economics Analysis Report

*A copy of the Report is on file with the Redevelopment Agency within the Office of Business Development

Finding 1: The Project encourages the creation of new business or other appropriate development. New development subsequent to the opening of BUY-LOW MARKET will be the balance of in-line commercial space of approximately 100,000 sq ft, and up to 40,000 sq ft of out-parcel pad developments with leases traditionally tied to the Grocery Anchor's operation being open to the general public.

Finding 2: The Project creates jobs or other business opportunities for nearby residents. See above table

Finding 3: The Project Increase local revenues from desirable sources. See above table

Finding 4: The Project Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located. See above table

Finding 5: The Project requires for its construction, installation and operation the use of qualified and trained labor. See above table

Finding 6: The Project demonstrates greater social and financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The operator is bringing a new grocery chain to West Las Vegas community that does not currently operate in the Las Vegas market.

The Agency will require the developer to pay Prevailing Wage to all workers employed in the construction of the project. For permanent employment, the developer is estimating that the project will employ over 85 people who will earn approximately \$1,600,000 in wage and salary payments each year. This generates an annual employee

economic impact of \$5,513,921 in year one. Applied Economics Analysis showed that the indirect and induced labor would yield 106 new employees earning \$1,194,257.

Finding 7: No other reasonable means of financing are available, because of one or more of the following reason(s) as checked by the Participant:

a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; or

b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant.

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"Agency" means the City of Las Vegas Redevelopment Agency.

"Board" means the governing body of the City of Las Vegas Redevelopment Agency.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution RA-4-99 adopted by the governing board of the Agency, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas Redevelopment Agency must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolution referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the Agency and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the Agency in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the Agency of any material change may result, at the option of the Agency, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
BUY-LOW MARKET, INC.	
Name 1245 East Watson Center Road	
Address Carson, CA 90745-4207	
Telephone (310) 816-0200	
EIN or DUNS 95-4882665	

Block 2	Description
Subject Matter of Contract/Agreement: First Amendment to Participation Agreement	
RFP # N/A	

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation	

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Paul Vazin	1245 East Watson Center Road Carson, CA 90745-4207	(310) 816-0200
2.	Vazin Enterprises, Inc.	1245 East Watson Center Road Carson, CA 90745-4207	(310) 816-0200
3.			
4.			
5.			
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8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Paul V. Vaziri

Name

8-17-09

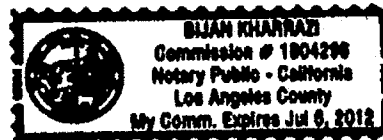
Date

Subscribed and sworn to before me this 17
day of

August

, 2009.

Bijan Kharrazi
Notary Public



AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009**

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**DIRECTOR: BILL ARENT, ACTING****SUBJECT:**

Discussion and possible action regarding an Interlocal Agreement between the University of Nevada Las Vegas Downtown Design Center (UNLV) and the City of Las Vegas Redevelopment Agency (RDA) for UNLV to provide research and design services on sustainability and urbanism for the RDA as it expands its downtown urban green core beyond Symphony Park (\$50,000 – RDA Special Revenue Fund) – Wards 3 and 5 (Reese and Barlow)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$50,000**Funding Source:** RDA Special Revenue Fund**Dept./Division:** OBD/RDA**PURPOSE/BACKGROUND:**

The RDA has secured Symphony Park in Downtown Las Vegas as one of the first Stage Two LEED-ND Gold Neighborhood Developments in the world. Working with the American Institute of Architects Las Vegas Chapter, the RDA sponsored a design charrette on Friday, September 18, 2009. The charrette focused on “greening” downtown Las Vegas.

The charrette launched a new academic year at UNLV’s Downtown Design Center at Fifth Street School. The Interlocal Agreement between the RDA and the UNLV Design Center will focus on research and student design services. The purpose is to generate new ideas to strongly encourage sustainable development within the urban center of the redevelopment area. UNLV’s fee for said services will be in the amount of \$50,000 with an option to renew agreement annually.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE
UNIVERSITY OF NEVADA LAS VEGAS, SCHOOL OF ARCHITECTURE, DOWNTOWN DESIGN CENTER AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TO PROVIDE RESEARCH AND DESIGN SERVICES**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2009, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas, School of Architecture, Downtown Design Center, hereinafter referred to as "UNLV," and the City of Las Vegas Redevelopment Agency, hereinafter referred to as the "RDA." Each of the above is a "Party" and collectively they are "Parties."

The initial addresses of each Party, which one Party may change by giving notice to the other Party, are as follows:

RDA

City of Las Vegas Redevelopment Agency
Attn: Steve Van Gorp, Deputy Director
City Hall, Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Telephone: 702 229-6861
Fax: 702 385-3128

UNLV

Attn: Robert Dorgan
School of Architecture
4505 Maryland Pkwy
Box 454018
Las Vegas NV 89154-4018
Telephone: 702-895-1958
Fax: 702-895-1119

WITNESSETH

WHEREAS, UNLV has specialized knowledge of and experience in the emerging intellectual principles and professional practice areas of sustainability, sustainable development, sustainable urbanism, sustainable urban design, "green" design, and the application of the most recently adopted Leadership in Energy and Environmental Design – Neighborhood Development (LEED-ND) standards; and

WHEREAS, the RDA desires to begin to apply the above-named sustainability principles and practices, and LEED-ND design standards to the urban core of the City of Las Vegas Redevelopment Area, to the extent economically feasible and practical to the urban development community, and;

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

Section 1 - UNLV AGREES

UNLV shall provide research and design services to the RDA. UNLV's final deliverable under this Agreement shall be a final set of plans, policies and documents for the consideration of the RDA. This deliverable shall be referred to as the "Final Report."

UNLV shall accomplish the following (collectively the "Project"):

- 1) Define a specific area within the City of Las Vegas Redevelopment Area to be studied.
- 2) Participate in a design charrette to be held on Friday, September 18, 2009, to be sponsored by the American Institute of Architects Las Vegas Chapter, the RDA, and UNLV.
- 3) Throughout the 2009-2010 academic year, advance the preliminary ideas from the charrette, suggest major areas of study, and initiate research and further study of key study areas.
- 4) Working with the RDA, recommend study areas within the Downtown Las Vegas Centennial Plan Area, and begin to make preliminary sustainable urban planning and urban design and policy recommendations for the consideration of the RDA and the City of Las Vegas.
- 5) Refine more sustainable downtown urban development standards for:
 - (a) Building better pedestrian and transit-oriented streetscapes that encourage walking, bike riding, and transit ridership, and that improve social interaction and human comfort;
 - (b) Developing drought tolerant native plant palettes that provide hearty year-round greenery, and human comforts like shade and natural beauty to the urban landscape;
 - (c) Arranging buildings along sidewalks to enhance the retail shopping and café environment and to create comfortable people gathering places;
 - (d) Giving thought to how buildings are massed on their blocks to provide for better light and shade where appropriate, and to create protected courtyards and pocket parks for children to play and families to gather;
 - (e) Discussion of appropriate uses of native, local and recycled building materials in structural, building systems and building finish elements to create a unique sense of quality and sense of place, and to reduce construction costs; and
 - (f) Integrating solar and wind energy, and water preservation systems to reduce reliance on manufactured and imported energy.
- 6) With the advice and consent of the RDA, continue to revise and refine those sustainable urban planning and urban design and policy recommendations, and make updated and further developed proposals to the RDA and the City of Las Vegas.
- 7) Make final revisions and refinements to those sustainable urban planning and urban design and policy recommendations pursued so far, and present to the RDA and the City of Las Vegas the Final Report.
- 8) The Final Report shall be delivered to the RDA no later than May 15, 2010.

Section 2 – THE RDA AGREES

The RDA shall accomplish the following:

- 1) Offer ongoing advice, input and recommendations to UNLV in the completion of the above-listed services.
- 2) Review preliminary recommendations throughout the term of the Agreement, and offer recommendations toward the completion of the Final Report.
- 3) Provide \$50,000 to UNLV, in 8 equal installments of \$6,250, on or about the 15th day of October, November and December of 2009, and January, February, March, April and May of 2010.

Section 3: THE PARTIES MUTUALLY AGREE

- 1) It is specifically agreed between the Parties executing this Agreement that it is not intended by the Parties that any of the provisions of any part of this Agreement create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. UNLV and RDA agree to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this

Agreement and the consulting agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

- 2) Nevada law shall govern the interpretation of this Agreement, including but not limited to any limitations on funding for this Agreement. In the event that either Party discontinues funding for this Agreement during the initial term thereof, the other Party hereto may terminate this Agreement effective upon thirty (30) days' written notice and UNLV agrees to return any unused funds to the RDA to the proportionate extent said funds were contributed by the RDA.
- 3) The terms and conditions of this Agreement may be modified or amended only by written agreement of the Parties hereto with the same formalities in execution and adoption attendant to this Agreement.
- 4) The Parties, their officers, and employees shall be immune from any breach of this Agreement caused by an incorrect data being produced, calculated or generated by a computer or other information system that is owned or operated by either Party, its officers, or employees, regardless of the cause of the error (reference NRS 41.0321).
- 5) Any notice required to be given hereunder shall be deemed to have given when received by the Party to which it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, or facsimile, at the addresses previously noted.
- 6) The RDA designates Steve Van Gorp as the Project Manager for this Agreement. The RDA will provide written notice to UNLV should there be a subsequent Project Manager change. The Project Manager will be UNLV's principal point of contact at the RDA regarding any matters relating to this Agreement, will provide all general direction to UNLV regarding Agreement performance, and will provide guidance regarding the RDA's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Agreement.
- 7) UNLV designates Professor Robert Dorgan as the UNLV Representative for this Agreement. UNLV will provide written notice to the RDA should there be a subsequent UNLV Representative change. The RDA has the right to assume that the UNLV Representative has full authority to act for UNLV on all matters arising under or relating to this Agreement.
- 8) All deliverables produced under this Agreement, as well as all data, notes, and documentation collected during this Project, are the joint property of the RDA and UNLV.
- 9) The term of this Agreement shall be from October 7, 2009 through May 15, 2010.
- 10) The RDA shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the RDA to UNLV, specifying the extent and effective date of the termination. On the effective date of the termination, UNLV shall terminate all work and take all reasonable actions to mitigate expenses. UNLV shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RDA. In the event of such termination, the RDA agrees to pay UNLV within 30 days after receipt of a correct, adequately documented written request. The RDA's sole liability under this Paragraph is for payment of costs for the services requested by the RDA and actually performed by UNLV.
- 11) This Agreement may be executed in counterparts. All such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

12) This Agreement contains all of the agreements of the parties.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed on the day and year first written above.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION, ON BEHALF OF THE
UNIVERSITY OF NEVADA LAS VEGAS, School of
Architecture, Downtown Design Center

Recommended by:

Oscar B. Goodman, Chairman

Robert Dorgan, Dir. Downtown Design Ctr.

ATTEST:

David Baird, Director, School of Architecture

Beverly K. Bridges, CMC, Secretary

Jeffrey Koep, Dean, College of Fine Arts

Approved as to form:

Michael W. Bowers, Office of the Provost

 9/16/09
Date

Neal J. Smatresk
President

Approved by:

Daniel J. Klaich, Chancellor Date

Approved as to Form:

Richard C. Linstrom, VP & General Counsel

AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009****DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT****DIRECTOR: BILL ARENT, ACTING****SUBJECT:****RESOLUTIONS:**

RA-17-2009 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program Agreement (CVIP) between the City of Las Vegas Redevelopment Agency (RDA) and Hennessey's Las Vegas, Inc., d/b/a Las Vegas Country Saloon (Participant) located at 425 Fremont Street (APN 139-34-610-045) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the CVIP Agreement by the RDA (not-to-exceed \$50,000 - RDA Special Revenue Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 86 (R-75-2009)]

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$50,000**Funding Source:** RDA Special Revenue Fund**Dept./Division:** OBD/Redevelopment Agency**PURPOSE/BACKGROUND:**

This is a related item to discussion and possible action regarding assisting Hennessey's Las Vegas, Inc., d/b/a Las Vegas Country Saloon with the cost of visual improvements for the commercial building located at 425 Fremont Street, 2nd Floor. Hennessey's has completed interior improvements and is requesting assistance for the cost of neon signage, painting, light fixtures and controls. Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval and to authorize the Chairman of the RDA to execute all related documents as required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Resolution No. RA-17-2009
2. Public Purpose Impact Analysis
3. Site Map

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1 WHEREAS, HENNESSEY'S LAS VEGAS, INC d/b/a LAS VEGAS COUNTRY
2 SALOON. (the "PARTICIPANT") is a tenant on the real property located at 425 Fremont
3 Street, 2nd Floor and is undertaking certain exterior improvements to the property in accordance
4 with the Commercial VIP Program; and
5

6 WHEREAS, the Agency has considered the findings that no other reasonable
7 means of financing the building, facilities or structures or other improvements on the Site are
8 available; and
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10 WHEREAS, the Governing Body of the Agency has determined that the
11 Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which
12 provides for the contribution of funds to Participant for making physical, visual improvements
13 to the building on the Site, all as more fully set forth in the Agreement, is in compliance with
14 and in furtherance of the goals and objectives of the Redevelopment Plan; and
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16 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
17 the Agency that the Agreement is hereby approved and determined to be in compliance with
18 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the
19 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
20 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
21 documents (including any Attachments to the Agreement) and to perform any additional acts
22 necessary to carry out the intent and purpose of the Agreement.
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1 THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed,
2 adopted and approved this ____ day of _____, 2009.
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4 CITY OF LAS VEGAS
5 REDEVELOPMENT AGENCY
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7 By: _____
8 OSCAR B. GOODMAN, Chairman

9 ATTEST:

10 _____
11 BEVERLY K. BRIDGES, CMC
12 SECRETARY

13 APPROVED AS TO FORM:

14 *J. Penheller* 9/16/09
15 Date
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EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and HENNESSEY'S LAS VEGAS D/B/A LAS VEGAS COUNTRY SALOON ("Participant")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the Agency's Commercial Visual Improvement Program ("Commercial VIP"), the Agency agrees to rebate a portion of the cost of Pre-approved Qualified Exterior Improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$50,000, whichever is lesser; and

WHEREAS, the PARTICIPANT desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and PARTICIPANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, *et seq.*). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The PARTICIPANT warrants it has a valid and binding leasehold interest in (as defined hereinafter), the Site and as demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest",

which is attached hereto and is incorporated herein by reference. "PARTICIPANT", as used in this Agreement, includes not only the PARTICIPANT as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the PARTICIPANT individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The PARTICIPANT shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, PARTICIPANT agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by PARTICIPANT and approved by Agency in accordance with the CVIP Guidelines. PARTICIPANT shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the PARTICIPANT a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the PARTICIPANT in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the PARTICIPANT is unable to obtain (3) or more competitive bids, the PARTICIPANT shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the PARTICIPANT to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The PARTICIPANT must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the PARTICIPANT fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the PARTICIPANT from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The PARTICIPANT has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the PARTICIPANT would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the PARTICIPANT pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The PARTICIPANT has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "5 " and by this reference is made a part hereof. The PARTICIPANT, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the PARTICIPANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The PARTICIPANT warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the PARTICIPANT in the event of any default or breach by the Agency or for any amount which may become due to the PARTICIPANT or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, PARTICIPANT warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in PARTICIPANT or any principal member of PARTICIPANT. Throughout the term hereof, PARTICIPANT shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the PARTICIPANT or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a PARTICIPANT Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the PARTICIPANT or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the PARTICIPANT agrees to return any and all Agency Funds heretofore paid to the PARTICIPANT pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the PARTICIPANT shall entitle the Agency to sue the PARTICIPANT for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the PARTICIPANT and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 5 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the PARTICIPANT and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2009 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2009.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

J. P. Pincus 9/16/09
Counsel to the Agency Date

ATTEST:

BEVERLY BRIDGES, CMA
Secretary

HENNESSEY'S LAS VEGAS, INC. D/B/A LAS
VEGAS COUNTRY SALOON

By: _____
PAUL HENNESSEY
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description: All of block 35 of Clark's Las Vegas Townsite as shown by a map thereof on file in book 1 of plats, Page 37, in the office of the County Recorder of Clark County, Nevada, including, without limitation, all alleys in such block.

EXCEPTING THEREFROM

That portion of the Northwest Quarter (NE ¼) of section 34, Township 20 South, Range 61 East, M. D. M., in the city of Las Vegas, County of Clark, State of Nevada, Being that portion of Block 35 of CLARK'S LAS VEGAS TOWNSITE as shown on the plat thereof on file in book 1 of plats, page 37 of Clark County, Nevada Records, described as follows:

Lots 23 and 24 in block 35 of said CLARK'S LAS VEGAS TOWNSITE.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Fremont Street Experience Parking Corporation (Landlord)

and

Hennessey's Las Vegas, Inc. d/b/a Brass (Tenant)

is on file with the City of Las Vegas - Office of Business Development

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Install Neon signage	\$35,652.00
2. Painting	\$20,500.00
3. <u>Light Fixture and Control</u>	\$15,000.00
TOTAL ESTIMATED PROJECT COSTS	\$71,152.00
20% Contingency (If Necessary)	\$14,230.40
TOTAL	\$85,382.40

Estimated CVIP Grant	\$35,576.00
<u>plus Contingency (If necessary)</u>	<u>\$7,115.20</u>
Maximum Reimbursement for CVIP Grant	\$42,691.20

Completed Portion of Project	
4. Pictographs (Completed)	\$2,310.75
5. Largo Logo Window (Completed)	\$3,591.12
6. Remodel Front Entrance (Completed)	\$26,740.00
TOTAL	\$32,641.87

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 90 days after approval of Agreement and should be complete within 60 – 90 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

Attachment 4

Business - Page 1 of 2

VIP Contracting Entity Information

Name Hennessey's Las Vegas, Inc
Mailing Address 1845 S. Elena Ave Redondo Beach, CA 90277
Business Phone 310-540-2274
Tax ID or Social Security Number 20-2444126

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company _____ Corporation ☒

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Paul E Hennessey	1845 S. Elena Ave Redondo Beach, CA 90277	310-540-2274

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

CITY OF LAS VEGAS REDEVELOPMENT AGENCY



VIP Disclosure of Ownership/Principals

Please Print Legibly

Business - Page 2 of 2

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 1/12/2009

State of Nevada

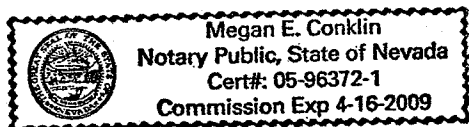
County of Clark

This instrument was acknowledged before me on

January 12, 2009 (date) by

Paul Hennessy (name of person)

Megan E. Conklin
Notary Public



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



VIP Participant Affidavit and Employment Plan

Page 1 of 2

STATE OF NEVADA }
 } ss:
 COUNTY OF CLARK }

I, Paul Hennessey, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Hennesseys Las Vegas, Inc., a company duly organized in the State of Nevada as a Corp, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 425 Fremont Street ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☒
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☒ or
- b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
- c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☐ or
- d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

CITY OF LAS VEGAS REDEVELOPMENT AGENCY



VIP Participant Affidavit and Employment Plan

Page 2 of 2

- e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. JS (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. JS (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. JS (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. JS (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 8th day of August, 2008

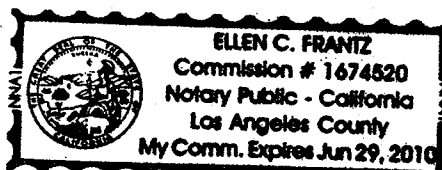
Authorized Signature: [Signature]

SIGNED AND SWORN TO before

me this 8th day of August, 2008, by Ellen C. Frantz

NOTARY PUBLIC

My Commission Expires: 6/29/2010



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
October 7, 2009

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Hennessey's Las Vegas, Inc. d/b/a Las Vegas Country Saloon (CVIP Participant) (425 Fremont Street)

Project Description: Exterior renovations to an existing building

Sponsor/Developer: Hennessey's Las Vegas, Inc. d/b/a Las Vegas Country Saloon (CVIP Participant)

Assistance Provided by: Redevelopment Agency. Total project cost is approximately \$103,793.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant up to a maximum of \$50,000.00.

Number of Direct Jobs Created: Twelve (12) part time jobs four (4) contract jobs and one (1) full time job will be created.

Number of Indirect Jobs Created: Not Applicable

Number of Direct Jobs Retained: Not Applicable

Pertinent Statutes Used for Public Purpose:

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would be beneficial to the redevelopment area and the surrounding neighborhood. Any potential job creation opportunities will be advertised within the surrounding neighborhoods for qualified applicants.

How Does the Project Benefit the Public:

Hennessey's Las Vegas, Inc. d/b/a Las Vegas Country Saloon will be using the location for a new nightclub located on Fremont Street, across from Neonopolis. The owner has opened three other nightclubs in the current location; Hennessey's, Mickie Finnz and Brass Lounge. The current investment by the CVIP Participant for all 4 projects is in excess of \$5 million.

This project is located just south of Neonopolis and adjacent to the Fremont East District. The Fremont East District is an area which the City and Redevelopment Agency are focusing financial and staff resources to the continued development of this area as an entertainment and cultural arts destination for local residents and visitors to downtown Las Vegas.

This project will help stabilize and increase positive economic activity within the surrounding neighborhood. The CVIP Participant has built-out and opened four (4) nightclubs within the past three years in a building that was empty and in disrepair. The new businesses has encouraged the creation of new business and/or appropriate development, and creates jobs or other business opportunities for nearby residents and increases local revenues from desirable sources.

Quantitative Economic Benefits:

Over \$500,000 is being fed into the local economy through the employment of qualified contractors for the rehabilitation of the new business. One (1) full-time, fifteen (15) part-time and four (4) contract jobs will be created. The economic benefit, via wages, comes out to \$49,000/month, or **\$588,000 per year** at this location.

Private Investment:

Applicant will be funding this project cost of approximately \$600,000 through cash on hand.

Public Investment:

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements.

Total Direct Economic Impact:

Total Wages adjusted 2.5% annually, for 5 years = **\$3,090,721.00**

Total Indirect Economic Impact:

Not Applicable

Economic Impact Study Performed:

Yes ☐

No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

**SITE MAP – Las Vegas Country Saloon
(425 Fremont Street, 2nd Floor)**



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: OCTOBER 7, 2009

SUBJECT:

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

