



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)

May 5, 2010

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. Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of March 17, 2010
4. RA-6-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Decar Enterprises, LLC (CVIP Applicant), located at 1205 South Las Vegas Boulevard (APN 162-03-112-027) 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 60 (R-29-2010)]
5. Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide funding for the operations and maintenance of the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard (APN 139-27-708-016) (\$372,695 - RDA Special Projects Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 50]
6. Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide for the operations and maintenance of the Historic Fifth Street School located at 401 South 4th Street (APN 139-34-303-001) by the City of Las Vegas Office of Cultural Affairs (\$419,029 - RDA Special Projects Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 51]
7. 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

8. AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE AGENCY 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: MAY 5, 2010

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 5, 2010

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 5, 2010

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of March 17, 2010



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

SUBJECT:

RESOLUTIONS:

RA -6-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Decar Enterprises, LLC (CVIP Applicant), located at 1205 South Las Vegas Boulevard (APN 162-03-112-027) 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 60 (R-29-2010)]

Fiscal Impact

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No Impact

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Augmentation Required

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Budget Funds Available

Amount: \$50,000

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting Decar Enterprises, LLC, with the cost of visual improvements for the commercial property located at 1205 South Las Vegas Boulevard. Currently, Viva Las Vegas Wedding Chapel is operating at this location. Decar Enterprises, LLC, is requesting assistance for the renovation of the existing sign, parking lot, landscaping and entry way. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval and 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-6-2010
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT (“CVIP”) BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND DECAR ENTERPRISES, LLC (PARTICIPANT) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, DECAR ENTERPRISES, LLC (the “PARTICIPANT”) is the owner of real property and improvements located at 1205 SOUTH LAS VEGAS BOULEVARD and which parcel is commonly known as APN 162-03-112-027 (the “Site”); and

1 WHEREAS, DECAR ENTERPRISES, LLC (the "PARTICIPANT") is the owner of the
2 real property located at 1205 SOUTH LAS VEGAS BOULEVARD and is undertaking certain
3 exterior improvements to the property in accordance with the Commercial VIP Program; and

4 WHEREAS, the Agency has considered the findings that no other reasonable
5 means of financing the building, facilities or structures or other improvements on the Site are
6 available; and

7
8 WHEREAS, the Governing Body of the Agency has determined that the
9 Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which
10 provides for the contribution of funds to Participant for making physical, visual improvements
11 to the building on the Site, all as more fully set forth in the Agreement, is in compliance with
12 and in furtherance of the goals and objectives of the Redevelopment Plan; and

13
14 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
15 the Agency that the Agreement is hereby approved and determined to be in compliance with
16 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the
17 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
18 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
19 documents (including any Attachments to the Agreement) and to perform any additional acts
20 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 _____, 2010.
3

4 CITY OF LAS VEGAS
5 REDEVELOPMENT AGENCY

6 By: _____
7 OSCAR B. GOODMAN, Chairman

8 ATTEST:

9 _____
10 BEVERLY K. BRIDGES, MMC
11 SECRETARY

12 APPROVED AS TO FORM:

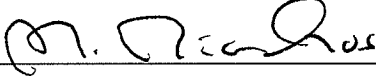
13  4-19-10
14 Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FACADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2010, 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 DECAR ENTERPRISES, LLC. ("Owner")

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 implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of \$50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner 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 OWNER 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 Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner 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 Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars (\$50,000.00) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner 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 " 5 " 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, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 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 Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: 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 Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner 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 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner 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 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: 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 Owner 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 Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: 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 Owner 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 Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner 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, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: 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 Owner 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 Owner 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 Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner 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 Owner shall entitle the Agency to sue the Owner 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 14: 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 15: 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 16: 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 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: 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 Owner 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 19: 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 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " 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 Owner 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 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 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:

_____, 2010

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

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

APPROVED AS TO FORM:

Counsel to the Agency Date
Print Name - _____

ATTEST:

BEVERLY K. BRIDGES, MMC
Secretary

DECAR ENTERPRISED, LLC

By: _____
RON POKRYWKA
Its: MANAGING MEMBER

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE (1):

That portion of lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

THENCE South 27° 45' West 140 feet, fronting on Fifth Street;

THENCE North 89° 10' East 260 feet;

THENCE North 2° 20' East 122 feet 10 inches;

THENCE South 89° 30' West 201 feet 6 inches to the Point of Beginning.

EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 19911353 of Official Records, Clark County, Nevada Records.

ATTACHMENT 2
PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

THIS INDENTURE WITNESSETH: That Thunderbird Hotel Management Corporation,
A Nevada Corporation

in consideration of \$ 1.00 & or other valuable consideration
 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Decar Enterprises, LLC, a Nevada limited liability company

all that real property situate in the Clark

State of Nevada bounded and described as follows

PARCEL ONE (1):

That portion of lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

THENCE South 27° 45' West 140 feet, fronting on Fifth Street;

THENCE North 89° 10' East 260 feet;

THENCE North 2° 20' East 122 feet 10 inches;

THENCE South 89° 30' West 201 feet 6 inches to the Point of Beginning.

EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 1991353 of Official Records, Clark County, Nevada Records.

SUBJECT TO: 1. Taxes for the fiscal year 2000 - 2001

2. Reservations, restrictions and conditions if any: rights of way and easements of record or actually existing on said premises

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining

Witness hand this day of

THUNDERBIRD HOTEL MANAGEMENT CORPORATION

BY: DOUGLAS DASILVA

STATE OF NEVADA

County of Clark

On June 27, 2000 personally appeared before me, a Notary Public, Douglas Dasilva

Douglas Dasilva

ESCROW NO. 00-05-0031BAS
 ORDER NO. 00-05-0031BAS

WHEN RECORDED MAIL TO: Decar Enterprises, LLC
1605 Franklin, Las Vegas, NV 89104

SPACE BELOW FOR RECORDER'S USE ONLY

known (or proved) to me to be the person who executed the foregoing instrument and who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

Barbara A. Shanks
 Notary Public in and for said County and State



BARBARA A. SHANKS
 NOTARY PUBLIC - STATE OF NEVADA
 CLARK COUNTY

97-1114-1 My Appt. Expires February 13, 2001

CLARK COUNTY, NEVADA
 JUDITH A. VANDEVER, RECORDER
 RECORDED AT REQUEST OF:

NATIONAL TITLE COMPANY

07-07-2000 15:29 JVB

OFFICIAL RECORDS
 BOOK: 20000707 INST: 01399

FEE: 7.00 RPT: 6,250.00

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage areas and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

RECORDING REQUESTED BY
CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer
APN: 162-03-112-027

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DECAR ENTERPRISES, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, 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, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Facade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this
____ day of _____, _____.

DECAR ENTERPRISES, LLC

By: _____
RON POKRYWKA

Its: MANAGING MEMBER
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency Date

PRINT NAME

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2010 by RON POKRYWKA as MANAGING MEMBER.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE (1):

That portion of lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

THENCE South 27° 45' West 140 feet, fronting on Fifth Street;

THENCE North 89° 10' East 260 feet;

THENCE North 2° 20' East 122 feet 10 inches;

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EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 19911353 of Official Records, Clark County, Nevada Records.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage areas and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$50,000 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$50,000.00

Anytime during second year: \$40,000.00

Anytime during third year: \$30,000.00

Anytime during fourth year: \$20,000.00

Anytime during fifth year: \$10,000.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer
APN: 162-03-112-027

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between DECAR ENTERPRISES, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit "A" attached hereto by this reference, commonly known as 1205 South Las Vegas Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 162-03-112-027; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property and other public areas, including all exterior wall planes, window, doors, fascias, signage, awnings and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.
 - d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.
5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: RON POKRYWKA
Viva Las Vegas Wedding Chapel
1205 South Las Vegas Boulevard
Las Vegas, NV 89104

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
- c) This writing contains a full, final and exclusive statement of the agreement of the parties.
- d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the

Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

...
...
...

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____

Name: RON POKRYWKA

Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____

OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2010 by RON POKRYWKA as MANAGING MEMBER.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE (1):

That portion of lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

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EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 19911353 of Official Records, Clark County, Nevada Records.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

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The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Install new electronic LED sign	\$128,000.00
2. Repair front drive and lot	\$55,000.00
3. Repaint Chapel Exterior	\$2,500.00
4. Landscape front "island" & install artificial grass	\$2,500.00
5. Repair and repaint iron fence	\$2,000.00
6. Repair artificial trees	\$4,000.00
7. Paint curbs & fire lanes	\$500.00
TOTAL ESTIMATED PROJECT COSTS	\$194,500.00
Estimated CVIP Grant	\$50,000.00

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

Schedule of Improvements

Work should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

VIP Contracting Entity Information

Name Ronald Pokrywka DeCar Enterprises
Mailing Address 1205 Las Vegas Blvd. South LV, NV 89104
Business Phone 702-384-0771
Tax ID or Social Security Number 510-666-6828

Ownership Interest

Estate in Severalty 100%

Tenancy in Common _____

Joint Tenancy _____

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 real property.

Full Name & Title	Business Address	Business Phone
Ronald Pokrywka	1205 Las Vegas Blvd. South 89104	702-384-0771

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: _____



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 Deed To Property
Date of Attached Document 3-15-2010
Number of Pages 1

Certification of Disclosure of Ownership/Principal Real Property

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

Signature [Signature]
Date 3-15-2010

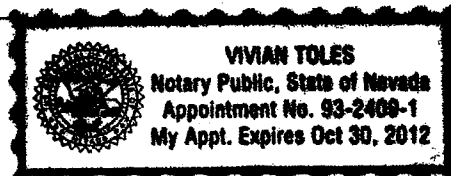
State of Nevada
County of Clark

This instrument was acknowledged before me on

15th March 2010 (date) by

Ronald Pokrywka (name of person)

Vivian Toles
Notary Public



STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, Ronald J Pokrywka, 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 Vivalas Vegas Themed Wedding's company duly organized in the State of Nevada as a corporation, (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 1205 Las Vegas Blvd. S LVNV ("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



- 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. RR (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. RR (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. RR (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. RR (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 15th day of March, 2010

Authorized Signature: [Signature]

SIGNED AND SWORN TO before

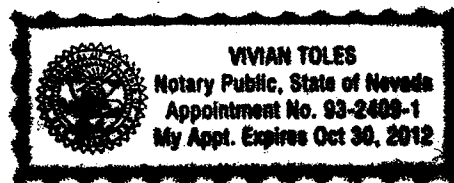
me this 15th day of March, 2010, by Ronala J. Pokrywka

NOTARY PUBLIC

My Commission Expires:

10-30-2012

[Signature]



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting May 5, 2010

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Decar Enterprises, LLC (CVIP Participant) (1205 S. Las Vegas Boulevard – Viva Las Vegas Wedding Chapel)

Project Description: Renovation of existing neon sign, repairs to existing parking lot, repaint/repair existing fence and new landscaping

Sponsor/Developer: Decar Enterprises, LLC (CVIP Participant)

Assistance Provided by: Redevelopment Agency. Total project cost is approximately \$194,500.00. 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: N/A

Number of Indirect Jobs Created: N/A

Number of Direct Jobs Retained: N/A

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:

Decar Enterprises, LLC is the property owner of 1205 South Las Vegas Boulevard. The principal of Decar Enterprises also owns the Viva Las Vegas Wedding Chapel, which is located on the property. The property was purchased by the principal in 2000 and has undergone considerable exterior and interior renovations over the past 10 years. Due to the current economic climate, the principal had to close down the hotel portion of the business. The cost for these exterior renovations are approximately \$194,500.00 and will employ local businesses and residents.

This property was built and in 1963 as a wedding chapel and hotel. Additionally, this project is near five (5) approved and completed VIP projects. The City and Redevelopment Agency are focusing financial and staff resources to the continued development of this area as a destination for local residents and visitors to

downtown Las Vegas.

This project will help stabilize and increase positive economic activity within the surrounding neighborhood and will be a catalyst for additional businesses to participate in the CVIP Program.

Quantitative Economic Benefits:

Approximately \$200,000 is being spent to renovate the exterior of the property. Local contractors will be employed to complete those renovations.

Private Investment:

Applicant will be funding this project cost of approximately \$194,500 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:

Not Applicable

Total Indirect Economic Impact:

Not Applicable

Economic Impact Study Performed:

Yes ☐

No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

SITE MAP – VIVA LAS VEGAS WEDDING CHAPEL (1205 South Las Vegas Boulevard)



AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: MAY 5, 2010**

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

Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide funding for the operations and maintenance of the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard (APN 139-27-708-016) (\$372,695 - RDA Special Projects Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 50]

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$372,695**Funding Source:** RDA Special Projects Fund**Dept./Division:** OBD/RDA**PURPOSE/BACKGROUND:**

The City of Las Vegas (City) owns the real property and improvements located at 821 North Las Vegas Boulevard, commonly known as the Reed Whipple Cultural Center (Center). The City has determined that as a result of budget reductions, it is currently not feasible for the City to continue to fund the entire cost of operating the Center; the Las Vegas Redevelopment Agency (RDA) has determined that it is in the best interest of the community and the mission of the RDA to provide funding to maintain the Center in operation for fiscal year 2011. The term of this Agreement may be extended for two (2) one (1) year periods. Any such extension will be contingent on a formal appropriation by the board of the RDA.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE CITY OF LAS
VEGAS TO PROVIDE FUNDING FOR THE OPERATIONS AND MAINTENANCE OF
THE REED WHIPPLE CULTURAL CENTER**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas Redevelopment Agency (the “RDA”) and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the “City”). The City and RDA are individually referred to herein as a “Party” and collectively as the “Parties”.

W I T N E S S E T H

WHEREAS, the City owns and operates the real property and improvements located at 821 Las Vegas Boulevard North, Las Vegas, Nevada, commonly known as the Reed Whipple Cultural Center (the “Center”); and

WHEREAS, the RDA adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (collectively the “Redevelopment Plan”); 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; and

WHEREAS, the City has determined that as a result of budget reductions that it is currently not feasible for the City to continue to fund the entire cost of operating the Center; and

WHEREAS, the RDA has determined that it is in the best interests of the community and the mission of the RDA to provide funding to maintain the Center in operation for the general benefit of the community as further described below; and

WHEREAS, the City is willing to accept such funding and to maintain the Center in operation on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained, the Parties hereby agree as follows:

Section 1 – Term and Purpose

1.1 Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of one (1) year period commencing on July 1, 2010 and ending June 30, 2011. The term of this Agreement may be extended for two (2) one (1) year periods each by mutual Agreement of the Parties. Any such extension will be contingent on a formal appropriation by the board of the RDA. The effective date of this Agreement shall be the date the Agreement has been executed by the parties.

1.2 The Parties agree that this Agreement is in the best interests of the Parties and for the community in general by enabling the continuation of cultural programs at the Center including the Youth Orchestra funded by the Clark County School District.

Section 2 – Center Funding

2.1 The RDA agrees to fund up to a maximum amount of \$372,695.00 to fund the operation of the Center during the term of this Agreement. The RDA shall disburse its funding in equal quarterly installments commencing July 1, 2010 through June 30, 2011. The City agrees to pay for all other costs and expenses required for the operation of the Center during the term of this Agreement.

2.1 The RDA's obligation to pay the funding shall be subordinate to all existing and future indebtedness and other financial obligations of the RDA for borrowed money whether evidenced by bonds, notes or Agreements (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations".) The RDA hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b) after payment of the Superior Lien Obligations. The lien of

the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

Section 3 – Operation of the Center

3.1 Attached to this Agreement as Schedule 1 is a plan setting forth the operating hours, staffing, programming and budget for the operation of the Center during the term of this Agreement (collectively referred to as the “Operating Plan”). The City agrees to operate the Center in compliance with the Operating Plan. The City agrees that the RDA shall have no obligation whatsoever for the operation and/or maintenance of the Center except for the provision of the funding as set forth in Section 2.1 above.

Section 4 – Miscellaneous

4.1 Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the RDA:	City of Las Vegas Redevelopment Agency 400 Stewart Avenue, 2 nd Floor Las Vegas, Nevada 89101 Attention: Operations Manager
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If to the City:	City of Las Vegas Office of Business Development 400 Stewart Avenue, 2 nd Floor Las Vegas, NV 89101 Attention: Bill Arent, Director
-----------------	--

With a copy to:	City of Las Vegas Office of Cultural Affairs Historic Fifth Street School 401 S. 4 th Street Las Vegas, NV 89101 Attention: Nancy Deaner, Director
-----------------	--

4.2 This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement.

4.3 If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

4.4 No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party may have.

4.5 Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

4.6 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

4.7 This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

4.8 If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

4.9 This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same Agreement.

4.10 By approving and executing this Agreement, the City has authorized and consented to the undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

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

CITY OF LAS VEGAS

Elizabeth N. Fretwell, Executive Director

Oscar B. Goodman, Mayor

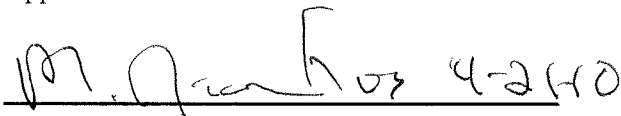
ATTEST

ATTEST

Beverly K. Bridges, MMC
Secretary

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:



SCHEDULE 1

Operating Hours:

Monday	4:00 pm to 9:00 pm
Tuesday	3:00 pm to 9:00 pm
Wednesday – Friday	2:30 pm – 9:00 pm
Saturday	8:30 am – 5:00 pm
Sunday	closed

Staffing Plan:

Eight (8) hourly staff instructors to teach summer camp

Four (4) hourly staff assistants as summer camp counselors

Two (2) hourly staff persons to administer year-round operations for the Center.

Programming Plan:

The Arts Camp will run from June 7 – July 10. It starts at 7:00am and ends at 6:00pm. Staff coverage includes full time staff, camp counselors and instructors.

<u>T.A.C.</u> –	Hourly Wages and Benefits:	\$27,600
	Service and Supplies:	\$ 2,400
	*FTE Salary and Benefits:	<u>\$13,515</u>
	Total for 2010 TAC:	\$43,515

Las Vegas Youth Orchestra

Wednesday	3:00 pm - 8:30 pm *
Thursday	3:00 pm - 8:30 pm *
<u>Thanksgiving week</u>	
Tuesday	3:00 pm - 8:30 pm *
Wednesday	3:00 pm - 8:30 pm *

Occasionally a Tuesday during testing weeks, or a Friday for special concert preparations.

Rainbow Company

CLASSES

Monday	5:00 pm - 9:00 pm
Tuesday	7:00 pm - 8:30 pm
Saturday	9:00 am - 11:00 am

When in Production/During Shows rehearsals and crew calls are in the late afternoon and evenings. Crew calls are generally 3pm-6pm or 4pm-6pm in the afternoons on week days, and rehearsals are 6:00 – 9:00 pm Tuesday -Friday and Saturday 1:00 – 5:00 pm.
classes are from 9:00 - 11:00 am RWCC

Neon Museum

Currently, offering tours on Fridays at 2:00 pm and Saturdays at 12:00 pm and 2:00 pm.

When re-open full-time in late summer (September 1), tours will be Tuesday through Saturday twice daily, once at 12:00 pm and once at 2:00 pm. Visitors often beginning arriving at 11:00 am with everyone gone by 4:00 pm. Programming budget for the Neon Museum is the responsibility of the non-profit Board of Directors.

***Proposed work hours for all groups. Facility will be open only to the above mentioned user groups and their audiences once TAC camp is finished on July 10.

Budget:

Year Round Coverage hourly staff: Based on the center being open 26 hrs per week for 52 weeks

Hourly Staff Rate: \$14.35 per hour X 1352 hrs (Entire Year)
 = \$19,400 + 15% Benefits
 = \$22,311

Facility Cost Based on FY10: \$372,695*

Alarm: \$11,400

Rainbow Company Total Budget: \$498,517 - Please note: in addition to Reed Whipple,
Rainbow Company programs are at other city facilities and in the Clark County School District.

*Personal Liability	\$ 30,431.87
Rent	\$ 26,061.57
Utilities & Facilities Management	<u>\$316,201.50</u>
TOTAL	\$372,694.94

AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: MAY 5, 2010**

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

Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide for the operations and maintenance of the Historic Fifth Street School located at 401 South 4th Street (APN 139-34-303-001) by the City of Las Vegas Office of Cultural Affairs (\$419,029 - RDA Special Projects Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 51]

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$419,029**Funding Source:** RDA Special Projects Fund**Dept./Division:** OBD/RDA**PURPOSE/BACKGROUND:**

The City of Las Vegas Redevelopment Agency (RDA) owns the real property and improvements located at 401 South 4th Street, Las Vegas, Nevada, commonly known as the Historic Fifth Street School (School). The RDA and City of Las Vegas (City) entered into a Memorandum of Understanding (MOU) on July 16, 2008, and one subsequent extension to set forth terms and conditions to lease approximately 1,783 square feet of management and staff offices to the City of Las Vegas Office of Cultural Affairs (OCA) in exchange for facility management of the School. The RDA and City have agreed to terminate the MOU and operate the School under the terms and conditions of an Interlocal Agreement. The RDA shall provide funding in the amount of \$419,029 for FY 2011, to fund operations and maintenance expenses associated with the School.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE CITY OF LAS
VEGAS TO PROVIDE FOR THE OPERATIONS AND MAINTENANCE OF
THE HISTORIC FIFTH STREET SCHOOL BY
THE CITY OF LAS VEGAS OFFICE OF CULTURAL AFFAIRS**

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas Redevelopment Agency ("RDA") as property owner, and the City of Las Vegas ("City") on behalf of the City of Las Vegas Office of Cultural Affairs ("OCA"), (formerly the City of Las Vegas Cultural Affairs Division); as facility manager. Each of the above is a "Party" and collectively they are "Parties" to this Agreement.

W I T N E S S E T H

WHEREAS, the RDA owns the real property and improvements located at 401 South 4th Street, Las Vegas, Nevada, commonly known as the Historic Fifth Street School ("Premises" or "Facility"); and

WHEREAS, the Parties entered into a Memorandum of Understanding on July 16, 2008, and one subsequent extension through June 30, 2010 (collectively, the "MOU"); and

WHEREAS, the Parties have agreed to terminate the MOU and operate under the terms and conditions herein; 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, the Parties agree as follows:

Section 1 – TERM

Unless earlier terminated (per Section 9, Termination), this Interlocal Agreement shall be for a two (2) year period commencing upon the effective date of this Agreement, with a one (1) year option to renew by the parties. The effective date of this Agreement shall be the date the agreement has been executed by the parties.

Section 2 - RDA OBLIGATIONS

A. The RDA shall provide, at no cost to OCA, management and staff offices of approximately 1,783 square feet in exchange for daily on-site management, programming, operations and maintenance, and event staffing of the Premises.

B. The RDA shall provide funding for the following expenses associated with the Premises subject to a minimum annual appropriation \$419,029.00 for FY2011; estimated expense projection below:

EXPENSES	FY 11 7/1/10 - 6/30/11
Facilities Charges (includes Gas, Power Trash, Sewer, Maintenance/Liability, Janitorial)	\$ 338,000.00
Landscape	\$ 31,497.00
Terminix	\$ 184.00
Security	\$ 43,348.00
Cox	\$ 1,000.00
Misc.	\$ 5,000.00
TOTAL	\$ 419,029.00

- i. One (1) Facility Management Staff Position
- ii. Common Area Maintenance (CAM) charges – all Premises common areas (including OCA management and staff offices.
- iii. Internal facilities charges including: maintenance, liability and janitorial and utilities to include: gas, power, water, trash and sewer
- iv. Security and Alarm monitoring

- v. Landscape, fountains and paved surfaces maintenance
 - vi. Pest control
 - vii. Basic cable service
 - viii. Miscellaneous services (not to exceed Five Thousand Dollar (\$5,000) per fiscal year)
- C. The RDA shall provide management of:
- i. Facility Maintenance Capital Costs
 - ii. Parking Agreements with City of Las Vegas Department of Detention and Enforcement

Section 3 - OCA OBLIGATIONS:

- A. OCA shall provide oversight and management of:
- i. Tenant Leases
 - ii. Accounts Receivable for Real Estate
 - iii. Accounts Payable for Real Estate
 - iv. Third Party Contracts
- B. OCA shall provide daily on-site facility management of the following Operations and Maintenance Services:
- i. (a) Check operational status of HVAC system and program for special events as required;
 - (b) Inspect mechanical buildings and cooling tower operations; check for signs of in-operation.
 - (c) Oversight of daily landscape maintenance activity;
 - ii. Oversight of Centennial Plaza and facility common areas
 - iii. Coordinate with the Las Vegas Metropolitan Police Department, City of Las Vegas Marshal units, and contracted security service regarding law enforcement issues
- C. OCA shall provide the following Programming and Events Management:
- i. Calendar coordination for resident-tenants, city of Las Vegas, Redevelopment Agency, and third party special events requests
 - ii. Special Events setup/teardown

- iii. General cleanup as necessary
- iv. Programming and coordination with contracted alarm services for daily, evening, and weekend special events as needed.

D. OCA shall use its best efforts to attain the Outside Rental Revenue Targets per fiscal year:

Monthly event rentals (based on 2 events per month)		
Auditorium/Gallery	\$2,000.00 per event	\$48,000.00
Courtyard rental	\$250.00 per event	\$ 6,000.00
Conference Room	\$250.00 per event	\$ 6,000.00
Total Annual Revenue Target:		<u>\$60,000.00 annual*</u>

***Total annual revenue targets to be increased by 10% per year, over a two (2) year period.**

OCA shall develop and implement a Facility Programming Marketing Plan in order to maximize Facility use and rental revenues.

E. OCA shall maintain a User Production Expense (Cost Analysis) by analyzing the user-cost of Facility rentals (gross rental income/expenses, staffing, and misc.).

Section 4 - PARTIES AGREE:

A. Budget Development - Parties agree to develop an annual budget of projected facility expenses. The budget shall be reviewed by parties on a semi-annual basis.

C. Parties agree to review and acknowledge the Fee Waiver Policy No. CM400, Office of the City Manager, approved May 30, 2008, herein attached as Exhibit A, regarding the City's facility rentals.

Section 5 - REPAIRS AND MAINTENANCE:

A. **RDA's Obligations for Repairs and Modifications**

(1) RDA shall keep the Premises, interior and exterior walls, roof, common areas and equipment in good condition and repair; through the city-owned assets, Internal Service Fund, implemented through the City's Department of Field Operations.

(2) If the RDA provides furniture, fixtures, equipment, finishes or other items of personal property ("RDA's FF&E") to the Premises for use by OCA, the RDA's FF&E shall remain the property of the RDA upon the termination and surrender of the Premises by OCA.

B. OCA's Obligations for Repairs and Maintenance

(1) Notwithstanding RDA's obligation to keep the Premises in good condition and repair, OCA shall be responsible for payment of the cost thereof to RDA for any maintenance and repair of the Premises, or any equipment (wherever located) that serves only OCA in the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. OCA shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. OCA shall not make any alterations, additions or improvements without the prior consent of the RDA.

Section 6 - CONDITION OF PREMISES:

The Premises are provided to OCA in an "as-is" condition. The RDA makes no warranty concerning the Premises and shall have no obligation to construct any improvements other than those that currently exist.

Section 7 - DAMAGE OR DESTRUCTION:

OCA shall give prompt notice to the RDA in case of fire or accidents in or near the Premises or in any area of the facility.

a) If the Premises are partially damaged by fire or other casualty, the RDA and OCA shall work with City Department of Field Operations, Facilities Management Division to secure the Premises; inform insurance services, and proceed to repair such damages.

b) If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that it cannot, in the RDA's opinion, be repaired within sixty (60) days after commencement of such repairs, or if the RDA shall decide to rebuild

the Premises or common areas so that they will be substantially different structurally or architecturally, then the RDA may, at its option, within thirty (30) days after such damage or destruction, give OCA written notice thereof and this Agreement shall thereupon be terminated effective as of the date of the occurrence of such damage or destruction.

Section 8 – PARKING:

OCA shall coordinate the daily and special events parking for the on-site facility parking lot and the overflow lot located at the southeast corner of 4th Street and Clark Avenue for resident tenants and invited guests.

Section 9 – TERMINATION:

The RDA shall have the right at any time to terminate this Agreement, in whole or in part, for any reason whatsoever. Such termination shall be effective with ninety (90) days written notice from the RDA to the Parties, specifying the extent and effective date of the termination.

OCA shall surrender the Premises and RDA's FF&E to RDA in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises and RDA's FF&E shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by OCA. OCA shall repair any damage to the Premises or RDA's FF&E occasioned by the installation or removal of OCA's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Agreement, OCA shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises in good operating condition.

Section 10 – NOTICES:

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the RDA: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attention: Operations Manager

If to the City: City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attention: Bill Arent, Director

With a copy to: City of Las Vegas
Office of Cultural Affairs
Historic Fifth Street School
401 S. 4th Street
Las Vegas, NV 89101
Attention: Nancy Deaner, Director

Section 11 –TERMINATION OF MOU:

By approval and execution of this Agreement by the Parties, the Parties agree to terminate the MOU effective the date of this Agreement.

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

CITY OF LAS VEGAS

Elizabeth N. Fretwell, Executive Director

Oscar B. Goodman, Mayor

ATTEST

ATTEST

Beverly K. Bridges, MMC
Secretary

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

J. Ponticello
4/22/10 Date

EXHIBIT A

Service Fee Waiver Policy

No:	CM400	Type:	Policy
Department:	Office of the City Manager		
Approval Date:	05/30/2008	Approval:	

Purpose

To establish guidelines for Departments receiving requests to waive fees for outside organizations. This policy does not pertain to requests received from other City of Las Vegas Departments or other Southern Nevada governmental organizations.

Scope

All Employees.

Policy

It is the policy of the City of Las Vegas that requests for fee waivers shall be denied.

In rare occasions when a requesting organization meets certain criteria, the Department Director, or designee, may decide to make a recommendation to the City Manager to waive a fee. The following conditions must be met in order for a fee waiver to be considered:

The services provided for a charge are not regulated by State Statute, Resolution, Agreement, or City Ordinance¹; and

The organization requesting a fee waiver is a non-profit organization, which is defined as any organization that is exempt from federal income tax; and

It can be documented that the fee waiver is in the best interest of the City¹ as determined by the City Manager or designee; and

It can be documented that the fee waiver meets the Public Purpose Doctrine² as determined by the City Attorney or designee; and

¹ The City Manager may use any of the following guidelines to determine if a fee waiver is in the best interest of the City:

- In the absence of the non-profit organization, the City would provide the services.
- The services support any of the priorities of the City Council.
- The services rendered to the community provide a financial incentive for the City.

² Public Purpose Doctrine Defined – Definition given by the Nevada State Attorney General

"The "public purpose doctrine" prohibits the use of public property for private purposes. The essence of the [public purpose] doctrine, that public funds may be expended only for public purpose, rests on the theory that governmental power should be used for the benefit of the entire community. A "public purpose" is an action on the part of the

- The requesting organization has properly completed and submitted the proper forms to request a fee waiver.

Department staff who receive requests to waive fees for any fee-related service should forward the request to their respective Department Director or designee.

In those instances when there is a recognizable public benefit and the waived fee is in the best interest of the City and its residents, and all of the above criteria are met, the Department Director should work with the requesting organization to document the public purpose of the fee waiver and present the results to their respective Deputy City Manager with a recommendation. The City Manager, or designee, will determine if the fee waiver is appropriate and will inform the Department Director of the decision.

Fees charged that are covered by Municipal Code 13.36.138 will not be eligible for waiver.

All records of fees that are waived should be forwarded to the Department of Finance & Business Services to be recorded in a separate contra-revenue account. In this way, the accountability for the waived fee is maintained.

References

City of Las Vegas, *Parade Policy* CM104

City of Las Vegas, *Parade Procedure* CM104a

ⁱ The Municipal Code Provides:

13.36.138 Additional costs to be paid in advance.

Any person who is issued a permit pursuant to LVMC 13.36.134 [Special events at City parks or other City facilities] shall pay all of the additional costs that the City incurs, in excess of those that it incurs in connection with its normal maintenance of the park or facility in which the special event is held, as the direct result of the special event for which such permit is issued, and no permit may be issued hereunder until the amount of the City's estimate of such additional costs has been paid in advance. The additional costs for which the permittee shall be responsible shall include without limitation the City's expenditures that are associated with the personnel and equipment that it uses in preparing for, supervising and cleaning up after such event. Any of such additional costs that exceeds the City's estimate thereof shall be enumerated in writing, and an invoice therefore will be forwarded to the permittee for payment.

(Ord. 3372 §§ 1 (part), 15, 1988)

federal, state, or local government that benefits the community as a whole and is directly related to the function of the government.

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 5, 2010

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: MAY 5, 2010

SUBJECT:

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

