City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS – PHONE 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)
June 2, 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.

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 May 5, 2010

4. Discussion and possible action regarding Notice of Intent to Augment the Fiscal Year 2010 Annual Budget of the City of Las Vegas Redevelopment Agency Debt Service Fund

5. RA-8-2010 - Discussion and possible action regarding a Resolution finding that the License and Management Agreement for Licensees at the Las Vegas Business Center, located at 1951 Stella Lake Street (APN 139-21-313-017), is in compliance with and in furtherance of the goals and objectives of the Redevelopment plan, approving the form of the License and Management Agreement with the licensees of the Las Vegas Business Center, and authorizing signatories of the City of Las Vegas Redevelopment Agency to execute such agreements as required - Ward 5 (Barlow)

6. RA-9-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Entertainment Visual Improvement Program (EVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Artemus W. Ham III (Owner) and Hookah Cafe, LLC, dba Maharaja Hookah Cafe (Tenant and EVIP Participant) located at 500 and 506 Fremont Street (APNs 139-34-611-004 and 005) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the EVIP Agreement by the RDA (not-to-exceed $95,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 38 (R-38-2010)]

7. Report and possible action regarding Redevelopment Agency projects currently under contract or negotiation, other projects proposed or under construction within or near the Redevelopment Area, and to provide an overview of programs and initiatives - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

8. 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

9. 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

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

SUBJECT:

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of May 5, 2010

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT

☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Notice of Intent to Augment the Fiscal Year 2010 Annual Budget of the City of Las Vegas Redevelopment Agency Debt Service Fund

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Publish notice of the City's intent to act on a resolution to augment the FY2010 Budget of the General Fund in an amount not to exceed $1,000,000 in order to effect an increase in appropriations, pursuant to NAC 354.410 through NAC 354.450. Public hearing to be held in City Council Chambers, June 16, 2010.

RECOMMENDATION:
Accept intent to augment and authorize notice to be properly posted and published

BACKUP DOCUMENTATION:
Notice for Publication

CITY OF LAS VEGAS REDEVELOPMENT AGENCY NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT AND AMEND THE DEBT SERVICE FUND BUDGET

NOTICE IS HEREBY GIVEN, that the City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment the City of Las Vegas Redevelopment Agency Debt Service Fund budget for fiscal year 2010 in an amount not to exceed $1,000,000 in order to effect an increase in appropriations made available through recognition of revenue in excess of original budget, pursuant to NAC 354.410 through NAC 354.450, at a meeting to be held in City Council Chambers, 400 Stewart Avenue, June 16, 2010, at the hour of 9:00 a.m. at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with Beverly K. Bridges, City Clerk, and will be considered.

OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

Published: June 7, 2010

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
RESOLUTIONS:

RA-8-2010 - Discussion and possible action regarding a Resolution finding that the License and Management Agreement for Licensees at the Las Vegas Business Center, located at 1951 Stella Lake Street (APN 139-21-313-017), is in compliance with and in furtherance of the goals and objectives of the Redevelopment plan, approving the form of the License and Management Agreement with the licensees of the Las Vegas Business Center, and authorizing signatories of the City of Las Vegas Redevelopment Agency to execute such agreements as required - Ward 5 (Barlow)

Fiscal Impact

- [x] **No Impact**
- [ ] **Augmentation Required**
- [ ] **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The purpose of the Resolution is that the License and Management Agreement for Licensees who are occupants of the business incubator at the Las Vegas Business Center, located at 1951 Stella Lake Street, complies with the goals and objectives of the Las Vegas Redevelopment Plan. This resolution also approves the form of the License and Management Agreement and authorizes signatories to execute such agreements as required for Licensees at the Las Vegas Business Center.

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-8-2010
2. License and Management Agreement
3. Site Map

RESOLUTION NO. RA-______

RESOLUTION FINDING THE LICENSE AND MANAGEMENT AGREEMENT FOR LICENSEES AT THE LAS VEGAS BUSINESS CENTER LOCATED AT 1951 STELLA LAKE STREET, LAS VEGAS, NEVADA TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN, APPROVING THE FORM OF THE LICENSE AND MANAGEMENT AGREEMENT WITH THE LICENSEES OF THE LAS VEGAS BUSINESS CENTER AND AUTHORIZING SIGNATORIES OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY TO EXECUTE SUCH AGREEMENTS AS REQUIRED.

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") 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 (the "Redevelopment Plan"); and

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 desires to support the occupancy and on-going operations of a business incubator ("Las Vegas Incubator") and occupancy of light industrial/office spaces, which will both be operating in the Las Vegas Business Center located at 1951 Stella Lake Street, Las Vegas, Nevada ("LVBC"); and

WHEREAS, the Agency desires to enter into License and Management Agreements directly with the licensees of the Las Vegas Incubator and the LVBC which will grant to licensees and their employees the use of light industrial/ office space and thereby encourage the creation of new businesses, jobs or other business opportunities for nearby residents ; and

WHEREAS, the Agency desires to set forth in the License and Management Agreement the terms and conditions to be provided to the licensees who have executed licenses for not less than a one (1) year term with the rights to re-license space in the Las Vegas Incubator and the LVBC ; and

WHEREAS, the Agency has determined that the occupancy of the Las Vegas Incubator and of the light industrial/office spaces in the LVBC are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located because the occupancy of the Las Vegas Incubator and of the light industrial/office spaces in the LVBC are likely to: (1) encourage job creation and new business; (2) increase local revenue (sales tax revenue) from desirable sources; and (3) increase levels of human activity in the area around the LVBC; and

WHEREAS, the Governing Body of the Agency has determined that the License and Management Agreement Policy will support on-going occupancy efforts of the Las Vegas Incubator and the LVBC, which are in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

WHEREAS, the Governing Body of the Agency has considered the form of the License and Management Agreement between the Agency and the licensees of the Las Vegas Incubator and LVBC which will provide incubator and/or light industrial/office spaces to the licensees and their employees of the LVBC; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency hereby finds that the License and Management Agreement is determined to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

RESOLVED FURTHER, that the form of the License and Management Agreement between the Agency and the licensees of the Las Vegas Incubator and the LVBC ("Agreement(s)") is hereby approved; and

RESOLVED FURTHER, that the Executive Director of the Agency is hereby authorized and directed to execute the Agreements as required for on behalf of the Agency if the value of the License in each Agreement is less than One Hundred Thousand Dollars ($100,000), and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement; and

RESOLVED FURTHER, that if the value of any Agreement exceeds One Hundred Thousand Dollars ($100,000), the Agreement shall be considered for approval by the Governing Body of the Agency at a duly authorized meeting of the Agency.

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THE FOREGOING RESOLUTION was passed, adopted and approved this ____ day of ________________, 2010.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ____________________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM:

[illegible] 5/11/10
Date

Approved as to boilerplate format only:

J. Ponticello 5/11/10
Date

LICENSE AND MANAGEMENT AGREEMENT
Las Vegas Incubator

THIS LICENSE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this __ day of __________, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and __________________________, a Nevada sole proprietorship, (hereinafter "Licensee").

WITNESSETH:

WHEREAS, City of Las Vegas ("City") owns the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City previously established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City and Agency both desire to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City has leased the Business Center to Agency in order for Agency to make available to Licensee, by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the "purpose of the EDA grant") was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations and maintenance of the Incubator are provided through the contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency;

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties agree as follows:

1. **AGREEMENT OF PREMISES:**

Subject to the provisions of this Agreement, Agency hereby licenses to Licensee, and Licensee hereby licenses from Agency, the use of certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite ______, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately ______ square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, 2 guest chairs, file cabinet, computer software and hardware, and telephone.

It is understood and agreed by Licensee that private offices will be available for license only by Licensees which will be occupied at least 75% of each work week either by the Licensee or the Licensee's employees or associates, with the exception of occasional vacations or business trips out of town. In the event that the office areas or cubicles will be occupied less than 75% of the work week as described earlier in this Section, then the Licensee will occupy shared or cubicle space.

2. **TERM:**

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month-to-month basis. The term shall begin on ____________ _____, 20_____, (the "Commencement Date") and shall end on ____________ _____, 20_____. In the event that either Agency or Licensee desires to terminate this Agreement, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Licensee to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

3. **OBLIGATIONS OF THE AGENCY:**

Agency or its designee will provide the Premises and services as detailed in this section. The services ("Services") shall include:

a) all utilities;

b) basic telephone system and hi-speed internet service;

c) staff support;

d) business counseling to Licensee or refer Licensee to persons with the needed business skills;

e) shared computer printer;

f) fax and copy machines;

g) limited reception services; and

h) a minimum of six free training seminars.

4. OBLIGATIONS OF THE LICENSEE:

In exchange for the payment of the License Fee to Agency for the Premises and Services provided by this Agreement, Licensee agrees to the following:

a) Develop and present a Business Plan prior to conducting any business operations;

b) Obtain a City of Las Vegas business license prior to conducting any business operations;

c) Attend a minimum of six classes of business skills training during the first six months of occupancy, which training will be agreed to by Licensee and Agency or its designee;

d) Provide financial reports including a balance sheet, profit and loss statement, and cash flow analysis at the end of every quarter;

e) Meet with Incubator manager periodically to assess how Licensee's obligations are being met;

f) Pursuant to Resolution RA-4-99, adopted by the Agency's Board effective October 1, 1999, the Licensee warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners, of Licensee, as well as all persons and entities holding more than 1% interest in the Licensee or any principal of Licensee. Throughout the term of this Agreement, Licensee shall file within ten (10) days notifying Agency in writing of any material change in the above disclosure;

g) Attend a "round table" discussion, as scheduled, by Agency or its designee of related business topics established and designated by Agency or its designee in advance and with sufficient and proper notice.

5. MINIMUM LICENSE FEE:

Licensee agrees to pay Agency at such place as Agency may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly license fee, the sum of ________________________ Dollars and No/Hundredths ($______.00) in advance, on the first day of each calendar month of the Agreement. Licensee agrees to pay Agency, on __________ __, 20___, the first full month's license fee and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. License Fee payments made by Licensee to Agency may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Licensee shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to Agency, as additional license fee, together with Licensee's next monthly license fee payment.

6. **NON-RELOCATION:**

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Licensee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Licensee agrees to comply with EDA policies concerning nonrelocation by furnishing to Agency, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by Agency.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Licensee's application for Agreement;

(ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center;

(iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;

(iv) are relocating from technologically obsolete facilities to be competitive;

(v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

7. **EMPLOYMENT:**

A. It is understood, acknowledged and agreed by Licensee that funds to reconstruct the Business Center were received from the EDA and the CDBG Program. Consistent with the requirements of those funding sources, Licensee agrees that it will implement a program to offer and provide jobs to persons of low and moderate incomes.

B. In order for Licensee to comply with the requirements of subsection A of this Section 7, Licensee either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Agreement with persons of low to moderate income, as defined by HUD regulations, or make openings available to such persons. In order to assure that the latter alternative is met, the requirement of special skills or education may not be used as a barrier to such openings, and first consideration for filling those openings must be accorded to low to moderate income persons. Licensee may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by Agency as being capable of identifying and placing eligible persons, such as Nevada Business Services. Licensee may fulfill its obligation under subsection A of this Section 7 by complying with alternative job creation plans that may be adopted and approved by Agency and the federal funding agencies described in said subsection.

C. In order to demonstrate compliance with this Section 7, Licensee shall, for each person who is hired or considered for hire, either obtain and keep on file for verification the necessary information about the person to determine low to moderate income status or otherwise document satisfaction of the requirements of this Section.

D. Licensee agrees to repay to Agency any costs which may be disallowed by Agency or the United States Government in connection with Licensee's failure to comply with the provisions of this Section 7.

8. **CONDITION OF PREMISES:**

The Premises are leased to Licensee on an "as-is" basis, except that Agency warrants that the building complies with applicable building-related codes. Agency makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. **LICENSE FEE DEFINED:**

The term "license fee" as used in this Agreement means the minimum license fee as described in Section 5, any license fee adjustment to reflect increases or decreases in the area of the Premises, any additional license fees, any amounts to be reimbursed by Licensee and any and all other sums, no matter how designated, that are required to be paid by Licensee under this Agreement.

10. **LATE CHARGES:**

In the event Licensee is delinquent in the payment of license fee for a period in excess of ten (10) days, there shall be added to the license fee a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

11. **USE OF PREMISES:**

A. Licensee agrees to use the Premises solely for the purpose of conducting administrative functions associated with providing ________________ services, which must be approved by the City's Business Services Division for a business license and said license must be duly issued. Except as expressly consented to in writing by Agency, Licensee shall not use or permit the Premises to be used for any other purpose, and shall not operate under any name, other than those which are set forth in this Section 11. Licensee shall not, under any conditions, store any hazardous substances in the office area. In addition, Licensee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Licensee agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of Agency.

B. In addition, Licensee agrees to not add any computer software, hardware, or any other computer materials to the Agency-owned computer without written consent of Agency. If Licensee elects to install software in addition to that provided with the computer and receives written permission, Licensee will be fully responsible for the maintenance of the additional software. In addition, should any additional installation of software to the computer cause problems with the original system, Licensee will be responsible for repairs. Under no circumstances is Licensee to add/install/remove any hardware to the system, nor is the Licensee allowed to copy any of the originally installed software for use on other computers.

C. Licensee agrees to use reasonable caution and respect other Licensees' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

12. **LAWS, WASTE, NUISANCE:**

Licensee covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste.

13. **CHANGES TO AND OPERATION OF BUSINESS CENTER:**

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement. This Section does not diminish Licensee's right to seek any remedy available at law or in equity for injury or damage that Licensee may suffer because of Agency's alteration of the interior of the Premises.

Agency shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Agency to the building in which the Premises are located. If Agency is required to make structural repairs by reason of Licensee's negligent act or omission, Licensee shall pay Agency's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Licensee to do so shall constitute a default by Licensee hereunder. Agency's obligation of repair as provided for herein is expressly conditioned upon Agency's receipt of written notice, given in the manner set forth in Section 41, of the need for such repair. Agency shall have no liability to Licensee based upon Agency's failure to repair in the absence of the notice hereby required to be given.

14. **ALTERATIONS:**

Licensee shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining Agency's written approval. Licensee shall present to the Agency plans and specifications for such work at the time approval is sought. In the event Agency consents to the making of any alterations, additions or improvements to the Premises by Licensee, the same shall be made by Licensee at Licensee's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Licensee shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of Agency unless Agency otherwise elects at the end of the term hereof.

15. **UTILITIES:**

Agency shall provide all utilities, including gas, electricity, water, sewer, and the basic telephone system. Licensee shall be responsible for and shall promptly pay all additional charges to the monthly telephone bills, such as second line or voice mail, in excess of the basic telephone system which is provided by the Agency, including long distance fax charges. Agency shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Agency's negligence. Licensee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Licensee shall require additional utility facilities, the same shall be installed at Licensee's expense in accordance with plans and specifications previously approved in writing by Agency.

16. **USE OF PARKING AND OTHER AREAS:**

In connection with its use of the Premises pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

17. **TAXES:**

Subject to applicable exemptions from tax, Licensee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

18. **RESPONSIBILITY AND LIABILITY:**

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

19. **INSURANCE:**

Licensee agrees to procure and maintain, at its sole cost and expense by the end of the first year of this Agreement and any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of Licensee's improvements, trade fixtures, furnishings, equipment and all other personal property.

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Licensee agrees that Agency shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. Licensee further agrees to deliver to Agency evidence of the coverages required herein no later than 30 days after the Commencement Date of the Second Year, ____________ ______, 20______. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Agency at least 30 days' written notice.

20. **ACCESS TO PREMISES:**

Agency shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Agency shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Licensees, and to make such repairs, additions, alterations or improvements as Agency may deem desirable. During the two (2) months prior to the expiration of this Agreement, Agency may place upon the Premises signs indicating the availability of the Premises for Agreement, which Licensee shall permit to remain thereon.

Agency may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Agency shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Licensee's vaults and safes, and Agency shall have the right to use any and all means which Agency may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Licensee from the leased Premises or any portion thereof.

21. **SURRENDER OF PREMISES:**

Upon expiration or other authorized termination of this Agreement, Licensee shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by Agency and reasonable wear and tear, and shall deliver all keys to Agency. Before surrendering the Premises, Licensee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Licensee as may be specified for removal by Agency, and shall repair any damage caused by such property or the removal thereof.

22. **HOLDING OVER:**

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Licensee will receive a thirty (30) day notice to vacant on or before ____________ ______, 20______.

23. **SALE OF BUSINESS CENTER:**

Agency reserves the right at any time to assign or otherwise transfer its interest in the Business Center or any portion thereof. In the event of an assignment or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency must include, as part of the documents transferring its interest, a provision obligating its successor to honor Agency's obligations under this Agreement.

24. **EMINENT DOMAIN:**

In case the whole of the Premises, or such part thereof as shall substantially interfere with Licensee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Licensee shall not because of such taking assert any claim against Agency or the taking authority for any compensation because of such taking, and Agency shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Licensee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Licensee's business, Agency shall be entitled to the entire amount of the award without deduction for any estate or interest of Licensee. In such event, Agency shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Licensee for the rent corresponding to the time during which, and to the part of the Premises of which, Licensee is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give Agency any interest in, or prevent Licensee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Licensee or for relocation expenses recoverable against the taking authority.

25. **DAMAGE OR DESTRUCTION:**

A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Licensee until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Licensee.

D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of license fee.

26. **LIENS AND ENCUMBRANCES:**

Licensee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Agency. The failure of Licensee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

27. **ASSIGNMENT AND SUBLICENSING:**

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Licensee, or sublicense the Premises, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublicense the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or sublicensing without Agency's consent shall be voidable by Agency and shall constitute a default hereunder which, at the option of Agency, shall result in the termination of this Agreement or the exercise of Agency's other remedies hereunder, or both. Consent to any assignment or sublicensing shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublicensing. The terms of any such consent shall be binding upon any persons holding by, under or through Licensee.

28. DEFAULT BY AGENCY:

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if Agency fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

29. DEFAULT BY LICENSEE:

A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.

   1) Licensee's failure to pay any license fee or any other sum due hereunder within thirty (30) days after the same shall be due.

   2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.

   3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:

   1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the Premises.

   2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

30. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

31. **NO PARTNERSHIP:**

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

32. **FORCE MAJEURE:**

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

33. **NO WAIVER:**

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

34. **PARTIAL INVALIDITY:**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

35. **BROKER'S COMMISSIONS:**

Licensee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Licensee.

36. **PROVISIONS BINDING:**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Premises or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

37. **NON-DISCRIMINATION:**

Agency and Licensee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

38. **ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

39. **SUBMISSION OF THIS AGREEMENT:**

Submission of this Agreement for examination by Licensee does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by Agency to Licensee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

40. **AUTHORITY OF SIGNATORIES:**

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

41. **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 United States certified or registered mail, postage prepaid, and shall be sent to the following address:

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

If to the Licensee: ______________________________
____
1951 Stella Lake Street, Suite # _____
Las Vegas NV 89106

Either party may designate a different address by giving written notice to the other Party.

42. **EDA APPROVAL OR WAIVER THEREOF:**

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

43. **APPROVAL OR CONSENT BY AGENCY:**

Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

.....
.....
.....
.....

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By ______________________________________

ELIZABETH N. FRETWELL, Executive Director

"AGENCY"

ATTEST:

____

BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM

____

Date

COMPANY

By ______________________________________

_____________________________, Owner

"LICENSEE"

Exhibit A

Floor Plan of the Business Center - Premises

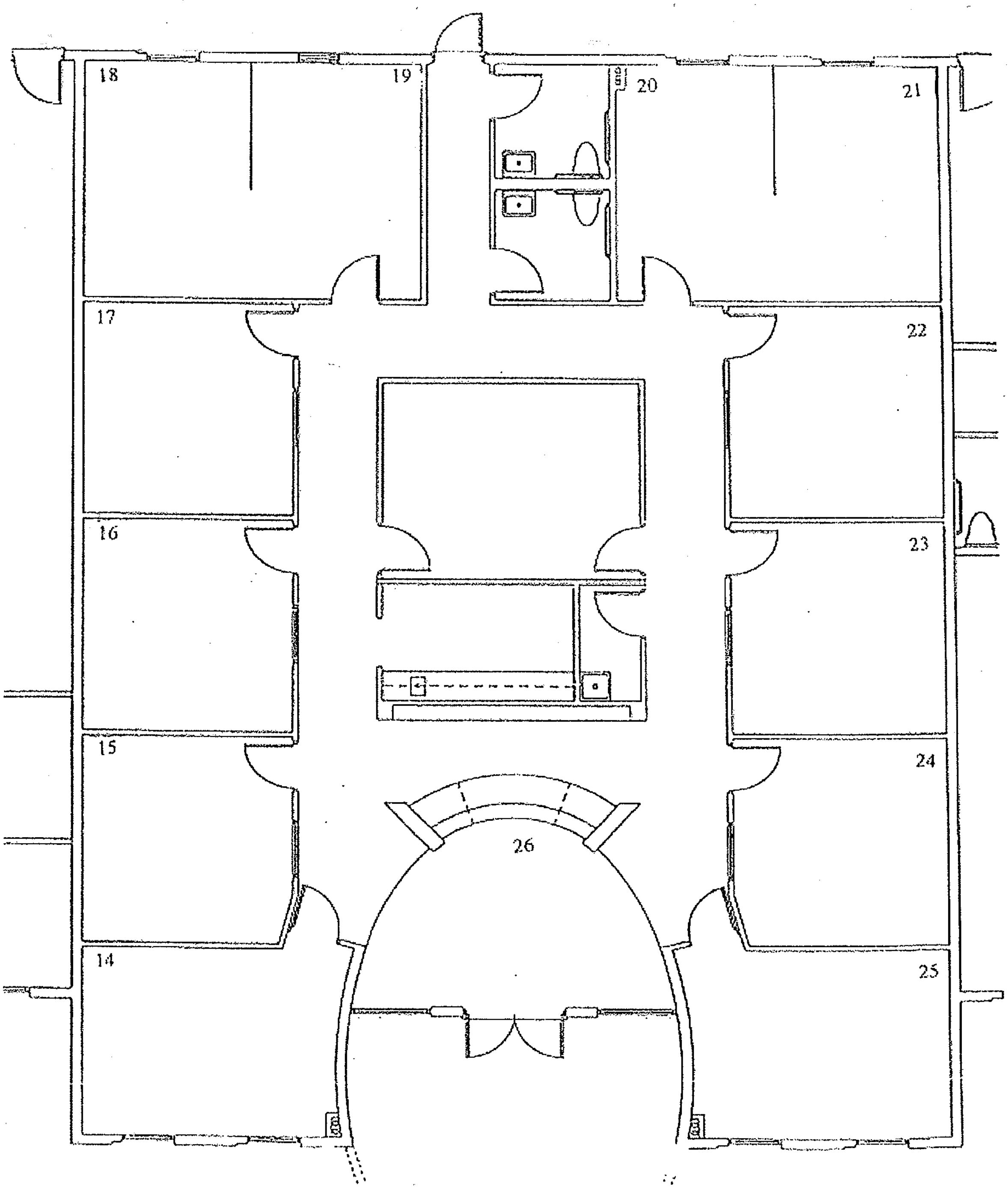


Exhibit B

Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to Agency, on this Exhibit B, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;

(ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;

(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;

(iv) relocating from technologically obsolete facilities to be competitive;

(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) determined by EDA to be exempt (13 CFR Section 316.4(b).

COMPANY ________________________________

By ____

________________________________, Owner

Date __________________

Exhibit C

Certification Regarding Drug-Free Requirements

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

    a. the dangers of drug abuse in the workplace;
    b. the Licensee's policy of maintaining a drug-free workplace;
    c. any available drug counseling, rehabilitation, and employee assistance programs; and,
    d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

    a. abide by the terms of the statement; and
    b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4. Notifying the Agency within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;

5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:

    a. taking appropriate personnel action against such an employee, up to and including termination; or
    b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

COMPANY

____

________________________, Owner

Exhibit D

Certification Regarding Disclosure of Principals

The principals and partners of ___________________________, and all persons and entities holding more than a 1% interest in ___________________________, or any principal of ___________________________, are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	____________________________	___________________________________	___________
2.	____________________________	___________________________________	___________
3.	____________________________	___________________________________	___________
4.	____________________________	___________________________________	___________
5.	____________________________	___________________________________	___________
6.	____________________________	___________________________________	___________
7.	____________________________	___________________________________	___________
8.	____________________________	___________________________________	___________
9.	____________________________	___________________________________	___________
10.	____________________________	___________________________________	___________

I certify that the information set forth above is true and correct.

COMPANY

____

_______________________, Owner

____
Date

Subscribed and sworn to before me this

______ day of _____________, 20__

____
Notary Public

Exhibit E

Certificate of Non-Discrimination

____________________ assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that ____________________ will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. ____________________ further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the Agency, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze ____________________'s civil rights posture and practices.

I certify that the information set forth above is true and correct.

COMPANY

____

____________________, Owner

____
Date

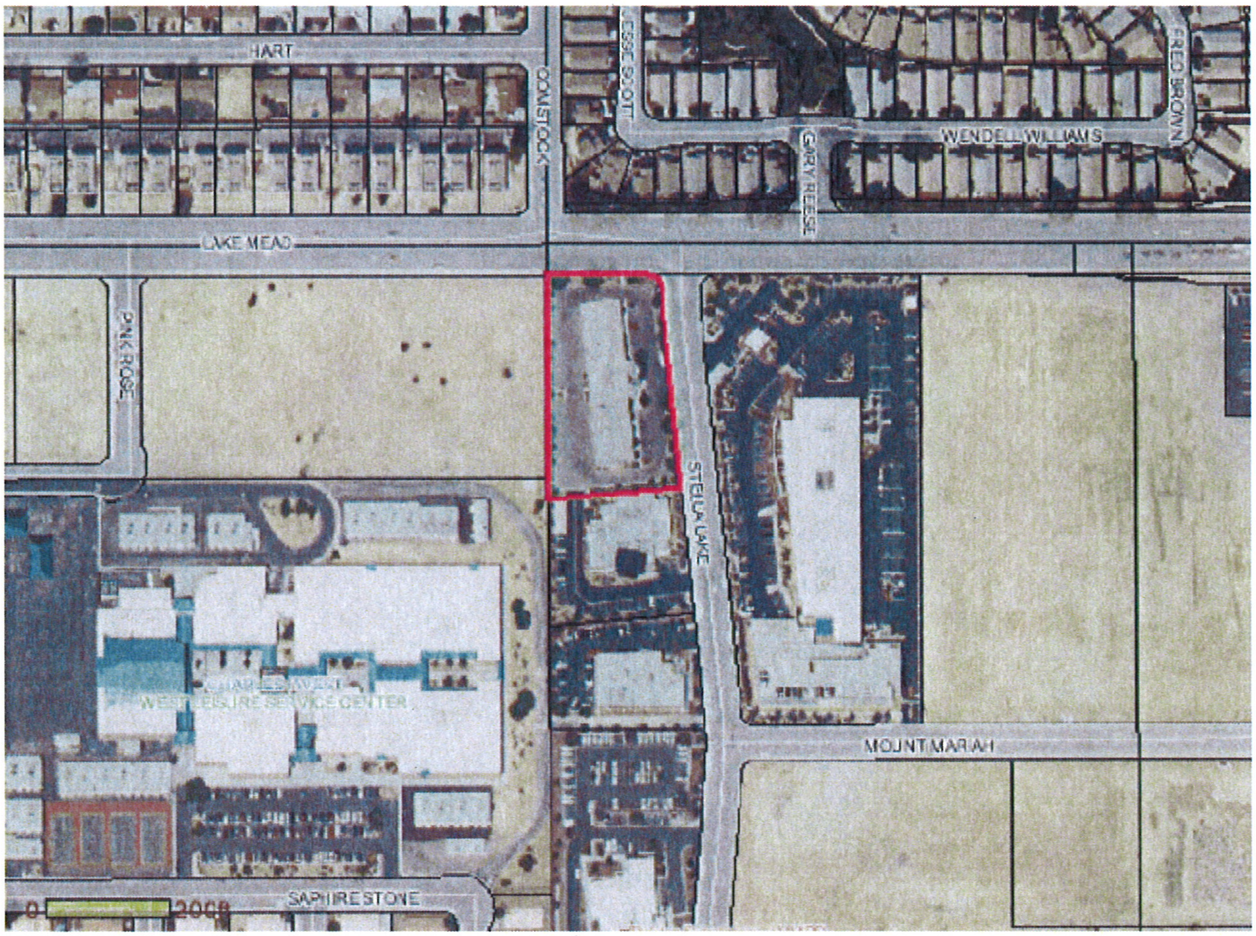
ATTEST:

____

SITE MAP

Las Vegas Business Center (LVBC)

1951 Stella Lake Street



City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
RESOLUTIONS:

RA-9-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Entertainment Visual Improvement Program (EVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Artemus W. Ham III (Owner) and Hookah Cafe, LLC, dba Maharaja Hookah Cafe (Tenant and EVIP Participant) located at 500 and 506 Fremont Street (APNs 139-34-611-004 and 005) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan, and authorizing the execution of the EVIP Agreement by the RDA (not-to-exceed $95,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 38 (R-41-2010)]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $95,000
Funding Source: RDA Special Revenue Fund
Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting the EVIP Participant with the cost of improvements to the property located at 500 and 506 Fremont Street. Hookah Cafe, LLC, dba Maharaja Hookah Café, is undertaking interior and exterior renovations to the property. Exterior improvements will include a new front entryway, new neon signage, new canopy, repair and repainting of the building and repaving and repainting of the parking lot. Approval will adopt findings that the EVIP 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-9-2010
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. ______

RESOLUTION FINDING THE PROJECT PROPOSED BY THE ENTERTAINMENT VIP AGREEMENT ("EVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY (AS AGENCY) AND ARTEMUS W. HAM, III (AS OWNER) AND HOOKAH CAFÉ, LLC D/B/A MAHARAJA HOOKAH CAFE (AS TENANT AND EVIP 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 City of Las Vegas Redevelopment Agency (the "Agency") 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 (the "Redevelopment Plan"); and

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 February 16, 2005 the reallocation of funds to fund the Entertainment District Visual Improvement Program (EVIP), in order to provide funding to participating tavern-limited businesses for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, ARTEMUS W. HAM, III (the "OWNER") is the owner of real property and improvements located at 500 and 506 Fremont Street, and which parcel is commonly known as APN 139-34-611-004 & 005 (the "Site"); and

WHEREAS, HOOKAH CAFÉ, LLC D/B/A MAHARAJA HOOKAH CAFÉ (the "EVIP PARTICIPANT") is a tenant on the real property located at 500 AND 506 FREMONT STREET and is undertaking certain exterior improvements to the property in accordance with the Entertainment VIP Program; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and EVIP AGREEMENT was passed, adopted and approved this ____ day of ________________, 2010.

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CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

________________________________ 5-13-10
Date
Counsel to Agency

EXHIBIT A

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

THIS ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _______ day of ________________, ____, 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 ARTEMUS W. HAM, III ("Owner") and SARA JAH AND IMTIAZ MOHAMMAD d/b/a HOOKAH CAFÉ, LLC ("Tenant").

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 an Entertainment Visual Improvement Program (the "Entertainment 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 Entertainment 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 and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the building on the Property in accordance with this Agreement and the Entertainment VIP Guidelines (the "EVIP 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 Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of $95,000.00 and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that Tenant 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 and Tenant desires to participate in the Entertainment VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER and TENANT 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. 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 Tenant warrants that it has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such leasehold interest 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 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 ninety-five thousand dollars **($95,000.00)** 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 Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and Tenant shall have provided Agency with all the documents required for participation in the EVIP, as set forth in the EVIP 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 Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the EVIP Guidelines. Additionally, the Agency will not release any funds until the Tenant has secured a Certificate of Occupancy by the appropriate city department and has obtained the necessary approval from the Downtown Design Review Committee for the installation of signage on the property.

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 Tenant. 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 and Tenant, if any, 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 and Tenant 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 and/or Tenant 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 AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant 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 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 and/or Tenant shall pay for 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 and/or Tenant'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 Tenant 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 60 days of execution of this Agreement by the Agency, Tenant 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/or Tenant and approved by Agency in accordance with the EVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant 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 Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain (3) or more competitive bids, the Tenant 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 and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant 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 Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all 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 and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Entertainment 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 Entertainment 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 Tenant 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 Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant 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 Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant 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 and/or Tenant 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 and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant 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 Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant 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 and/or Tenant 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 and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant 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 and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant 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 Tenant 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 " 8 " 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 Tenant 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 and Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on ________________________, 2010 by the 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"

ATTEST:

____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

M. N. [signature] 5-13-10
Counsel to the Agency Date

Print Name: M. Nearchos

OWNER

ARTEMUS W. HAM, III

By: ________________________________
Name: Artemus W. Ham, III
Its: Owner

TENANT

HOOKAH CAFÉ, LLC

By: ________________________________
Name: Sara Jah
Its: Manager

By: ________________________________
Name: Imtiaz Mohammed
Its: Manager

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-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Artemus W. Ham III (Landlord)

and

Sara Jah & Imtiaz Mohammad (Tenant)

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

EXHIBIT A

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ARTEMUS W. HAM III ("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 an Entertainment Visual Improvement Agreement and Grant of Facade Easement dated ______________________ (the "EVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the EVIP Agreement and Grantee's Entertainment 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, subleases, 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 Façade 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 ______________________________, _____________.

ARTEMUS W. HAM III

By:_______________________________________
ARTEMUS W. HAM III
Its: OWNER
"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 ARTEMUS W. HAM III as GRANTOR.

____
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

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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: $95,000.00 (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:	$95,000.00
Anytime during second year:	$76,000.00
Anytime during third year:	$57,000.00
Anytime during fourth year:	$38,000.00
Anytime during fifth year:	$19,000.00
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

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of ______________________, 20___, between ARTEMUS W. HAM III, 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 500 and 506 Fremont Street, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-611-004 and 139-34-611-005; 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 an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner and/or tenant has rehabilitated the facades of the property: the area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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 Entertainment Visual Improvement Agreement and Grant of Facade Easement dated ______________________________ (the "EVIP 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 Business Development and any other city 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 Las Vegas in the 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 City. "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 City 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 latch sets 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 City's Director of the Office of Business Development ("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 the fact 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 Manager
OWNER:	2008 Gray Eagle Way Las Vegas, NV 89117 Attn: Artemus W. Ham III

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 Director of the Office of Business Development 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 first stated above, 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.

ARTEMUS W. HAM, III

By: ______________________________ Date: ______________________________
Name: ARTEMUS W. HAM, III
Title: OWNER

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

By: ______________________________ Date: ______________________________
Name: OSCAR B. GOODMAN
Title: 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 ARTEMUS W. HAM, III as OWNER

____
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

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Installation of Front Entrance**	**$60,000.00**
2.	**Installation of new Neon Signs**	**$75,000.00**
3.	**Installation of Side Arches**	**$20,000.00**
4.	**Repair and restrip Parking Lot**	**$40,000.00**
5.	**Installation of new Canopy**	**$10,000.00**
6.	**Repair, repaint and stucco building**	**$10,000.00**
7.	**Outdoor Lighting, fencing and parking booth**	**$10,000.00**
	TOTAL ESTIMATED PROJECT COSTS	**$225,000.00**

Estimated EVIP Grant	$95,000.00
plus Contingency	$0
Maximum Reimbursement for EVIP Grant	**$95,000.00**

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

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 180 days, depending on contractor's work schedule/work load.

Attachment 6-A

AH

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name ARTEMUS W. HAM III

Mailing Address 2008 GRAY EAGLE WAY, LAS VEGAS, NEVADA 89117

Business Phone (702) 732-8334

Tax ID or Social Security Number 530-34-8771

Ownership Interest

Estate in Severalty X 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
ARTEMUS W. HAM III	2008 GRAY EAGLE WAY, LAS VEGAS NV	(702) 732-8334

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*: n/a

AH

Please Print Legibly

VIP Disclosure of Ownership/Principals

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 n/a

Date of Attached Document ________

Number of Pages ________

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 Artemus W. Ham III

Date March 10, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

March 10, 2010 (date) by

Artemus W. Ham III (name of person)

Candice Salerno
Notary Public

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1
My appt. exp. April 8, 2012

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name Mahrajah Hookah

Mailing Address 506 Fremont St.

Business Phone

Tax ID or Social Security Number 27-1459641

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

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

Full Name & Title	Business Address	Business Phone
SARA JAH - Owner	506 Fremont St.	
Imtoiz Mohammad - Owner	500 Fremont St.	

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 ______________________

Date of Attached Document ______________________

Number of Pages ________

Certification of Disclosure of Ownership/Principal - Business

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

Signature______________________

Date 3-24-2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

3-24-2010 (date) by

Sara Jal (name of person)

____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JAY B. YOUNG
No: 03-81078-1
My Appointment Expires April 4, 2011

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Sara Joh, Imtiaz Mohammad, 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 Hookah Cafe, a company duly organized in the State of Nevada as a LLC, (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 500-506 Fremont St. ("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. SS (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. SS (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. SS (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. SS (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 employee 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 24 day of March, 2010.

Authorized Signature: ______________________

SIGNED AND SWORN TO before

me this 24 day of March, 2010, by Jay B. Young

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JAY B. YOUNG
No: 03-81078-1
My Appointment Expires April 4, 2011

Attachment 8

AH

Please Print Legibly

VIP Real Property Owner Consent

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, ARTEMUS W. HAM III, owner and/or authorized representative of APN# 139-34-611-005 also commonly known as 506 FREMONT STREET hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by SARA JAH and IMTIAZ MOHAMMAD the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 10th day of March, 2010, ______.

Authorized Representative: Artemus W. Ham III
ARTEMUS W. HAM III

SIGNED AND SWORN TO before

me this 10th day of March, 2010, by Artemus W. Ham III

Candice R Salerno
NOTARY PUBLIC
My Commission Expires: 4/8/2012

CANDICE R. SALERNO
Notary Public State of Nevada
No. 94-2734-1
My appt. exp. April 8, 2012

Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
June 2, 2010

Title of Project: Entertainment Visual Improvement Agreement (EVIP) between the LV Redevelopment Agency and Artemus W Ham III (Property Owner) and Hookah Café, LLC (EVIP Participant & Tenant) (500 & 506 Fremont Street)

Project Description: Exterior renovations, new neon signage and improvements to an existing building and parking lot.

Sponsor/Developer: Imtiaz (Ali) Mohammad and Sara Jah, Principals of Hookah Café, LLC

Assistance Provided by: Redevelopment Agency. Total Exterior project cost is approximately $225,000.00. Agency will reimburse the EVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the EVIP applicant up to a maximum of $95,000.00, for exterior improvements to the building. Agency will also record a Façade Easement and Building Maintenance Agreement against the property for a period of five (5) years, from date of completion of project.

Number of Direct Jobs Created: Four (4) Full-time jobs, three (3) part-time jobs will be created.

Number of Indirect Jobs Created: Not Applicable

Number of Direct Jobs Retained: Not Applicable

Pertinent Statutes Used for Public Purpose:

In accordance with NRS 279.486, the EVIP 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:

Hookah Café, LLC. is leasing a property a building (approximately 1,6000 sf) and the parking lot from Artemus W. Ham III. This property was formally a souvenir, sunglasses and luggage shop for many years. The tenant (Ali Mohammad) is the owner of a successful restaurant (Kabob Korner) across the street from this location. The improvements will provide a significant visual upgrade to an important corner location at Las Vegas Boulevard and Fremont Street.

This project is located in the Fremont East Entertainment District (FED). This newly formed entertainment district was formed in 2002 to attract nightclubs/bars, restaurants and live entertainment venues to the area as a way to revitalize the surrounding neighborhood. In addition, the FED had $5.1 million worth of streetscape improvements installed. These improvements, along with 4 new nightclubs, have revitalized the area and lessened blighting conditions.

The City and Redevelopment Agency are focusing financial and staff resources to the continued development of this area as an entertainment destination for local residents and visitors to downtown Las Vegas. As the FED grows and other projects are completed with the FED and surrounding neighborhood, a renewed interest by property owners and business owners to renovate their property or expand their business will increase.

This project will help stabilize and increase positive economic activity within the surrounding neighborhood. Hookah Café, LLC. will encourage the creation of new business and/or appropriate development, and creates jobs or other business opportunities for nearby residents and increases local revenues from desirable sources.

Quantitative Economic Benefits:

Total project cost for the project is approximately $425,000 and is being fed into the local economy through the employment of qualified contractors for the rehabilitation of the building. As for the Hookah Café project (Maharaja Hookah Café), four (4) full-time jobs and three (3) part-time jobs will be created. The economic benefit, via wages, comes out to $15,125/month, or **$161,500 per year** at this location. Wages over a five year period would amount to **$848,897.**

Private Investment**:**

Applicant will be funding this project cost of approximately <u>$425,000.00</u> through cash on hand.

Public Investment:

The EVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements. For this project, the public investment will be $95,000.

Total Direct Economic Impact:

Total Direct Wages adjusted 2.5% annually, for 10 years = **$1,809,346.00**

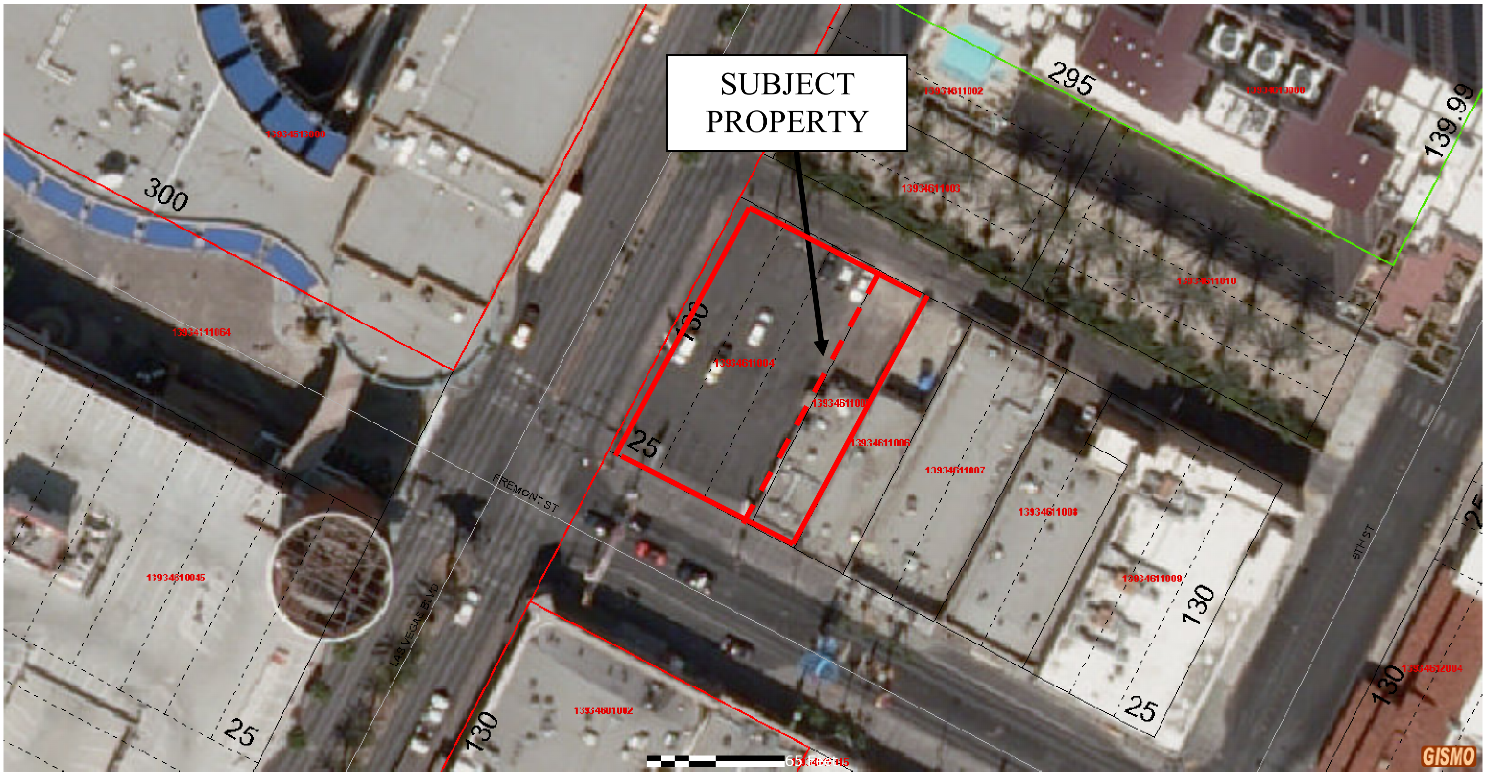
Total Indirect Economic Impact:

Not Applicable

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

SITE MAP – MAHARAJA HOOKAH CAFE
(500 & 506 FREMONT STREET)



City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
Report and possible action regarding Redevelopment Agency projects currently under contract or negotiation, other projects proposed or under construction within or near the Redevelopment Area, and to provide an overview of programs and initiatives - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To update the Redevelopment Agency (RDA) Board on projects currently under contract or in negotiation with owners, developers and consultants; to present development projects proposed or under construction within or near the Redevelopment Area; to provide an overview of programs and initiatives; and to receive input from the RDA Board on the status of projects, programs and initiatives as warranted.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 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

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JUNE 2, 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