City of Las Vegas

REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS – 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
AGENCY MEMBERS: OSCAR B. GOODMAN, CHAIRMAN (At-Large)
GARY REESE, VICE-CHAIRMAN (Ward 3), STEVE WOLFSON (Ward 2)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
September 15, 2010
8:30 AM

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

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

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

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of August 18, 2010

4. RA-17-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Entertainment Visual Improvements Program (EVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and A.W. Ham, III, Trust (Owner) and Vanguard Lounge, LLC, (Tenant and EVIP Participant) located at 516 Fremont Street (APN 139-34-611-008) 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 $11,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 63 (R-63-2010)]

5. Discussion and possible action regarding an Interlocal Agreement Between the Board of Regents of the Nevada System of Higher Education, on Behalf of the University of Nevada Las Vegas, School of Architecture, Downtown Design Center (UNLV) and the City of Las Vegas Redevelopment Agency (RDA) To Provide Research and Design Services regarding the downtown core plan and new brand for the Fifth Street School ($50,000 - RDA Special Revenue Fund) - Wards 3 and 5 (Reese and Barlow)

6. 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)

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

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

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

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 2010

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas

Agenda Item No.: **3.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of August 18, 2010

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
RESOLUTIONS:

RA-17-2010 - Discussion and possible action regarding a Resolution finding the project proposed by the Entertainment Visual Improvements Program (EVIP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and A.W. Ham, III, Trust (Owner) and Vanguard Lounge, LLC, (Tenant and EVIP Participant) located at 516 Fremont Street (APN 139-34-611-008) 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 $11,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 63(R-63-2010)]

Fiscal Impact

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

Amount: $11,000
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 516 Fremont Street in the Fremont East Entertainment District. Vanguard Lounge, LLC, is undertaking interior and exterior renovations to the property. Exterior improvement will include new neon signage, new entry door, window and main door, and new paint and stucco. 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-17-2010
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. RA-17-2010

RESOLUTION FINDING THE PROJECT PROPOSED BY THE ENTERTAINMENT VIP AGREEMENT ("EVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY (AS AGENCY) AND A. W. HAM, III TRUST (AS OWNER) AND VANGUARD LOUNGE, LLC D/B/A VANGUARD LOUNGE (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, A. W. HAM, III TRUST (the "OWNER") is the owner of real property and improvements located at 516 Fremont Street, and which parcel is commonly known as APN 139-34-611-008 (the "Site"); and

WHEREAS, VANGUARD LOUNGE, LLC D/B/A VANGUARD LOUNGE (the "EVIP PARTICIPANT") is a tenant on the real property located at 516 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:

________________________________ 8-25-10
Date

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 A. W. HAM, III TRUST ("Owner") and VANGUARD LOUNGE, LLC d/b/a VANGUARD LOUNGE ("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 $11,000.00 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 (**$11,000.00**) 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.

<u>SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION</u>. 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. <u>Option Term</u>. 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. <u>Repurchase Price</u>. 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. <u>Title, Escrow and Closing Costs</u>. 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.

<u>SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET</u>. 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 30 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 90 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.

<u>SECTION 6: CONTRACTOR SELECTION REQUIREMENTS</u>. 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.

<u>SECTION 7: DESIGN REVIEW COMMITTEE</u>. 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.

<u>SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS.</u> 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.

<u>SECTION 9: FAILURE TO COMPLETE WORK.</u> 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.

<u>SECTION 10: UNRELATED IMPROVEMENTS.</u> 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.

<u>SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN</u>. 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:

______________________________ 8-25-10
Counsel to the Agency Date

Print Name: Michael Nzatchio

OWNER

A. W. HAM, III TRUST

By: ______________________________
Name: Artemus W. Ham, III
Its: Trustee

TENANT

VANGUARD LOUNGE, LLC

By: ______________________________
Name: Andrew Wheatley
Its: Principal

By: ______________________________
Name: Jennifer Wheatley
Its: Principal

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
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ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS EIGHTEEN (18) AND THE SOUTH 100 FEET OF LOT NINETEEN (19) IN BLOCK TWO (2) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS, 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.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

A.W. Ham, III Trust (Landlord)

and

Vanguard Lounge, LLC (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.

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

<u>FACADE EASEMENT DEED</u>

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, A. W. HAM, III TRUST ("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 ______________________________, ____________.

A.W. HAM III TRUST
By:______________________________________
ARTEMUS W. HAM III

Its: TRUSTEE
"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, TRUSTEE FOR A. W. HAM III TRUST 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 EIGHTEEN (18) AND THE SOUTH 100 FEET OF LOT NINETEEN (19) IN BLOCK TWO (2) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS, 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.

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.

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: $11,000.00 (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:	$11,000.00
Anytime during second year:	$8,800.00
Anytime during third year:	$6,600.00
Anytime during fourth year:	$4,400.00
Anytime during fifth year:	$2,200.00
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 516 Fremont Street, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-611-008; 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.

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. <u>Recordation: Covenant Running With the Land for Five Years</u>. 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. <u>Priority of Mortgage Lien</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Estoppel Certificate</u>. 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.

A. W. HAM III TRUST

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

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, TRUSTEE FOR A. W. HAM III TRUST as GRANTEE

____
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 EIGHTEEN (18) AND THE SOUTH 100 FEET OF LOT NINETEEN (19) IN BLOCK TWO (2) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS, 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.

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.

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 doors and windows**	**$6,570.00**
2.	**Installation of new Neon Sign**	**$6,142.00**
3.	**Demo, repair and paint exterior**	**$5,750.00**
4.	**Outdoor Lighting**	**$2,801.00**
	TOTAL ESTIMATED PROJECT COSTS	**$21,263.00**

Estimated EVIP Grant $10,632.00

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

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 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 A.W. Ham III Trust
Mailing Address 2008 Gray ~~Engel~~ Eagle Way, LV, NV 89117
Business Phone
Tax ID or Social Security Number

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
A.W. Ham III Trust	2008 Gray Eagle Way, LV, NV	

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*:________

AH

Please Print Legibly

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 - Real Property

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

A.W. HAM III TRUST

Signature BY: A.W. Ham III, Trustee

Date August 09th, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

August 9, 2010 (date) by

A.W. Ham III (name of person)

Candice R. Salerno
Notary Public

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

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

ATTACHMENT 6-B

VL

Please Print Legibly

VIP Disclosure of Ownership/Principals

Business - Page 1 of 2

VIP Contracting Entity Information

Name Vanguard Lounge, LLC

Mailing Address 516 Fremont St., Las Vegas, NV 89101

Business Phone 686-7800

Tax ID or Social Security Number 10 09184158

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
Andrew Wheatley (25%)	516 Fremont	686-7800
Jennifer Wheatley (25%)	516 Fremont	686-7800
Peter Barnet (50%)	516 Fremont	323-630-5960

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*:________

Att VL
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 ______

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 8-11-10

State of Nevada
County of Clark

This instrument was acknowledged before me on

8/11/10 (date) by

Andrew J. Wheatley (name of person)

______
Notary Public

CHRISTOPHER J. PERRY
Notary Public, State of Nevada
Appointment No. 08-6488-1
My Appt. Expires Mar 14, 2012

CHRISTOPHER J. PERRY
Notary Public, State of Nevada
Appointment No. 08-6488-1
My Appt. Expires Mar 14, 2012

ATTACHMENT 7

VL

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Andrew Wheatley, 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 Vanguard Lounge, LLC, 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 516 Fremont ("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. AJ (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. AJ (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. AJ (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. AJ (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 11 day of August, 2010.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 11th day of August, 2010, by Andrew J. Whatley.

NOTARY PUBLIC [signature]

My Commission Expires: 3/14/12

CHRISTOPHER J. PERRY
Notary Public, State of Nevada
Appointment No. 08-6488-1
My Appt. Expires Mar 14, 2012

ATTACHMENT 8

AH

Please Print Legibly

VIP Real Property Owner Consent

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Artemus Ham, owner and/or authorized representative of APN# 139-34-611-008 also commonly known as 516 Fremont 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 Vanguard Lounge, LLC, 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 9th day of August, 2010.

A.W. HAM III TRUST

Authorized Representative: BY: A.W. Ham III, Trustee

SIGNED AND SWORN TO before

me this 9th day of August 2010, by A.W. Ham III

Candice R. Salerno

NOTARY PUBLIC

My Commission Expires: April 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
September 15, 2010

Title of Project: Entertainment Visual Improvement Agreement (EVIP) between the LV Redevelopment Agency and A. W. Ham III Trust (Property Owner) and Vanguard Lounge LLC (EVIP Participant & Tenant) (516 Fremont Street)

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

Sponsor/Developer: Andrew Wheatley and Jennifer Wheatley Owners of Vanguard Lounge LLC

Assistance Provided by: Redevelopment Agency. Total Exterior project cost is approximately $21,263.00. 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 $11,000.00, 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: Ten (10) 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:

Vanguard Lounge LLC is leasing a property a building (approximately 2,000 sf) from A. W. Ham III Trust. This property was formally a souvenir, sunglasses and luggage shop for many years and most recently a guitar/music store. The tenant is opening a lounge/nightclub within the Fremont East Entertainment District (FED). The improvements will provide a visual upgrade to a location on Fremont Street that has been vacant for almost 1 year.

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 6 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. Vanguard Lounge 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 $250,000 and is being fed into the local economy through the employment of qualified contractors for the rehabilitation of the building. As for the Vanguard Lounge project ten (10) part-time jobs will be created. The economic benefit, via wages, comes out to $8,125/month, or **$406,250 per year** at this location. Wages over a five year period would amount to **$2,135,383.**

Private Investment**:**

Applicant will be funding this project cost of approximately $250,000.00 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 5 years = **$2,135,383.00**

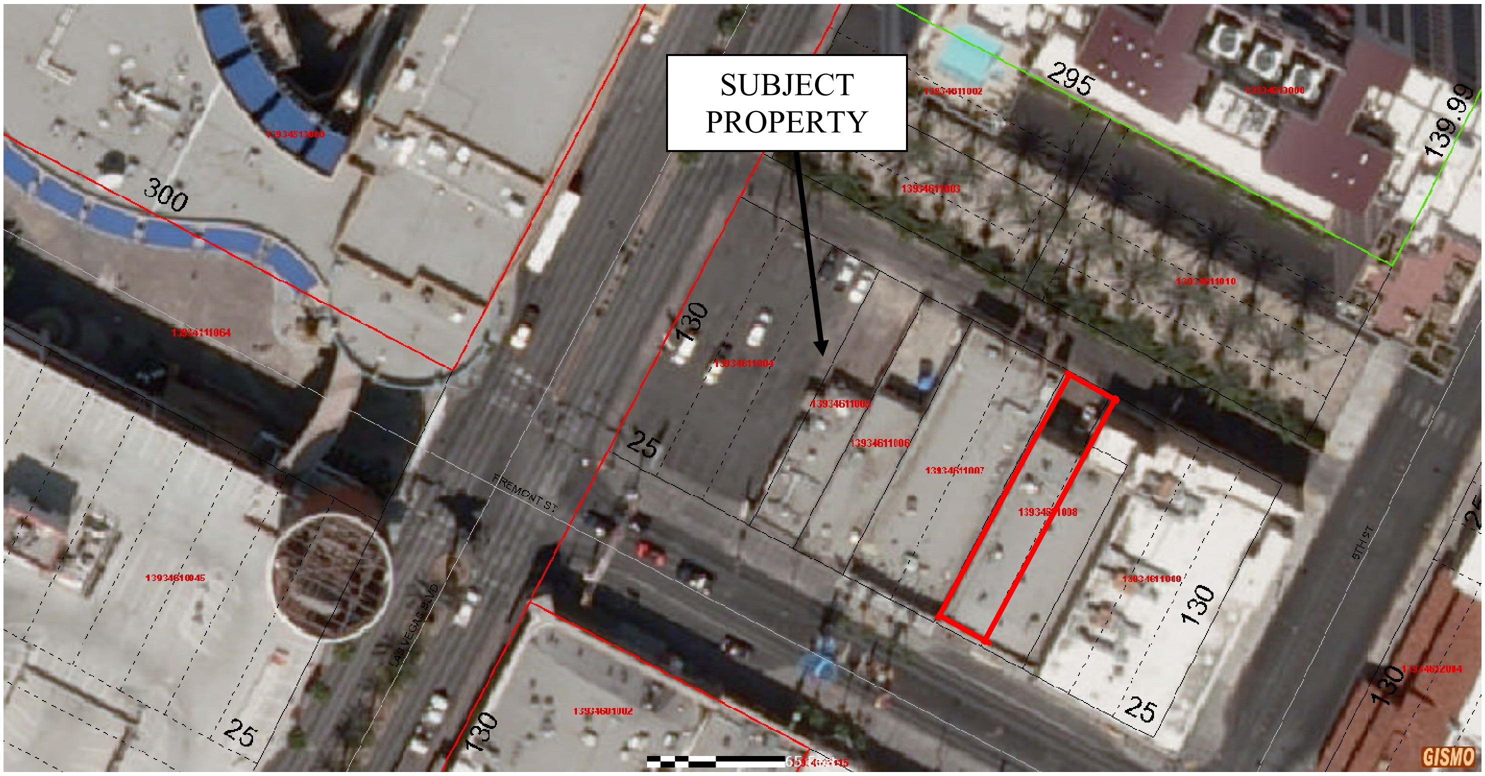
Total Indirect Economic Impact:

Not Applicable

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

SITE MAP – VANGUARD LOUNGE
(516 FREMONT STREET)



City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT

SUBJECT:
Discussion and possible action regarding an Interlocal Agreement Between the Board of Regents of the Nevada System of Higher Education, on Behalf of the University of Nevada Las Vegas, School of Architecture, Downtown Design Center (UNLV) and the City of Las Vegas Redevelopment Agency (RDA) To Provide Research and Design Services regarding the downtown core plan and new brand for the Fifth Street School ($50,000 - RDA Special Revenue Fund) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

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

Amount: $50,000
Funding Source: RDA Special Revenue Fund
Dept./Division:OBD/RDA

PURPOSE/BACKGROUND:
Agreement focuses on urban core planning and Fifth Street School branding. The purpose is urban design of the downtown core to connect the major private development projects of CIM Lady Luck and the Mob Museum with Forest City / Live Work Las Vegas with the new City Hall and Symphony Park. Tasks will include urban planning, streetscape, architectural and design guidelines. Area limits for this study are Grand Central Parkway, US-95/I-515, 6th Street and Garces Avenue. UNLV will also be tasked to create a new brand for Fifth Street School. Designers will create graphic design, brochures and help update the website to attract new private users to the facility. UNLV's fee for these grant services will be $50,000, with an option to renew annually.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Interlocal Agreement

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

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this _________day of ____________, 20__, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas, School of Architecture, Downtown Design Center, hereinafter referred to as "UNLV," and the City of Las Vegas Redevelopment Agency, hereinafter referred to as the "RDA." Each of the above is a "Party" and collectively they are "Parties."

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

RDA
Attn: Steven R. Van Gorp, Deputy Director
Office of Business Development
City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Telephone: 702-229-6863
Fax: 702 385-3128

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

WITNESSETH

WHEREAS, UNLV has established a Downtown Design Center ("Center") as a part of its School of Architecture and has located the Center in the heart of downtown Las Vegas and the RDA Redevelopment Area, specifically at the Historic Fifth Street School ("Fifth Street School"); and

WHEREAS, UNLV is a prime tenant at Fifth Street School which is owned by the RDA; and

WHEREAS, the RDA desires to establish an annual research project with UNLV to the benefit of the community that will improve the quality of overall downtown development, the level of sustainability, the quality of architecture, urban design, and planning in the redevelopment areas, and enhance historic preservation projects like saving and reusing the Fifth Street School; and

WHEREAS, UNLV is prepared to provide consulting and advisory services that the RDA desires during the 2010-2011 Academic Year, with an emphasis this year on two key service areas: (1) linking together new development projects in the central business district, that being the CIM / Lady Luck / Mob Museum project with the Forest City Live Work Las Vegas / New City Hall with pedestrian railroad crossings to the city's LEED-ND Symphony Park; and (2) branding Fifth Street School to help with the RDA's efforts to market the facility to private outside parties to offset operating costs; and

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

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

Section 1 - UNLV AGREES

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

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

1) Define a specific area within the City of Las Vegas Redevelopment Area to be studied. The specific area will be a Core Area Plan which has been determined to be bound be approximately I-515/US-95 on the North, Sixth Street on the East, Garces Avenue on the South and Grand Central Parkway on the West.
2) Review existing marketing materials, printed and on the RDA and City of Las Vegas websites, about Fifth Street School.
3) Study the RDA and City of Las Vegas ("City") contracts and entitlements in place for the CIM / Lady Luck / Mob Museum project, the Forest City Live Work Las Vegas and new City of Las Vegas City Hall and City of Las Vegas City Hall Parking Garage, and Symphony Park projects. Meet with RDA staff for updates on other project updates with the Core Area Plan.
4) Work with the RDA, recommend study areas within the Core Area Plan, and begin to make preliminary urban planning and urban design and policy recommendations for the consideration of the RDA and the City of Las Vegas.
5) Recommend new branding strategy or strategies to the RDA, the Office of Cultural Affairs and Public Information Office of the City for Fifth Street School. Also solicit input from the other tenants of the property including the American Institute of Architects – Las Vegas and the Nevada School of the Arts.
6) With the advice and consent of the RDA, continue to revise and refine those urban planning and urban design and policy recommendations, and make updated and further developed proposals to the RDA and the City.
7) With the advice and consent of the RDA and the Public Information Office of the City, finalize the selected branding exercise for Fifth Street School, and execute final design documents or design guidelines for brochures, brochure inserts, business cards, mailers, website design, etc.
8) Make final revisions and refinements to those urban planning and urban design and policy recommendations pursued so far, and present to the RDA and the City of Las Vegas the Final Report.
9) The Final Reports for the Core Are Plan and the Historic Fifth Street School branding exercise shall be delivered to the RDA no later than May 15, 2011.

Section 2 - THE RDA AGREES

The **RDA** shall accomplish the following:

1) Offer ongoing advice, input and recommendations to UNLV in the completion of the above-listed services.
2) Review preliminary recommendations throughout the term of the Agreement, and offer recommendations toward the completion of the Final Report.
3) Provide $50,000 to UNLV, and upon presentation of a monthly invoice from UNLV to the RDA, the RDA shall pay to UNLV in 8 equal installments of $6,250, on or about the 15th day of October, November and December of 2010, and January, February, March, April and May of 2011.

Section 3 - THE PARTIES MUTUALLY AGREE

1) It is specifically agreed between the Parties executing this Agreement that it is not intended by the Parties that any of the provisions of any part of this Agreement create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The RDA and UNLV agree to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and the consulting agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
2) Nevada law shall govern the interpretation of this Agreement, including but not limited to any limitations on funding for this Agreement. In the event that either Party discontinues funding for this Agreement during the initial term thereof, the other Party hereto may terminate this Agreement effective upon thirty (30) days' written notice and the UNLV agrees to return any unused funds to the RDA to the proportionate extent said funds were contributed by the RDA.
3) The terms and conditions of this Agreement may be modified or amended only by written agreement of the Parties hereto with the same formalities in execution and adoption attendant to this Agreement.
4) The Parties, their officers, and employees shall be immune from any breach of this Agreement caused by an incorrect data being produced, calculated or generated by a computer or other information system that is owned or operated by either Party, its officers, or employees, regardless of the cause of the error (reference NRS 41.0321).
5) Any notice required to be given hereunder shall be deemed to have given when received by the Party to which it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, or facsimile, at the addresses previously noted.
6) The RDA designates Steven R. Van Gorp as the Project Manager for this Agreement. The RDA will provide written notice to UNLV should there be a subsequent Project Manager change. The Project Manager will be UNLV's principal point of contact at the RDA regarding any matters relating to this Agreement, will provide all general direction to UNLV regarding Agreement performance, and will provide guidance regarding the RDA's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Agreement.
7) UNLV designates Professor Robert Dorgan as the UNLV Project Director for this Agreement. UNLV will provide written notice to the RDA should there be a subsequent UNLV Project Director change. The Project Director will be responsible for completing the UNLV project tasks and will be the main contact regarding project activities for the RDA. Material scope of work changes or terms of the Agreement must be approved in a written amendment and signed by each parties Authorized Representative.
8) All deliverables produced under this Agreement, as well as all data, notes, and documentation collected during this project, are the joint property of the RDA and UNLV.
9) The term of this Agreement shall be from September 16, 2010 through May 15, 2011.
10) The RDA shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the RDA to UNLV, specifying the extent and effective date of the termination. On the effective date of the termination, UNLV shall terminate all work and take all reasonable actions to mitigate expenses. UNLV shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating

documentation requested by the RDA. In the event of such termination, the RDA agrees to pay UNLV within 30 days after receipt of a correct, adequately documented written request. The RDA's sole liability under this Paragraph is for payment of costs for the services requested by the RDA and actually performed by UNLV.

11) This Agreement may be executed in counterparts. All such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
12) This Agreement contains all of the agreements of the parties.

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

LAS VEGAS REDEVELOPMENT AGENCY

____
Oscar B. Goodman, Chairman

Approved as to Form:

V. Panicello 9/7/10
____
Date

ATTEST:

____
Beverly K. Bridges, MMC, Secretary

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

Recommended by:

____
Robert Dorgan, Dir. Downtown Design Ctr.

____
Jeffrey Koep, Dean, College of Fine Arts

Approved by UNLV Authorizing Official:

____
R. David Paul Date
Executive Director of Sponsored Programs

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 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

- [x] **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.: **7.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 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.: **8.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 15, 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