



REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 495 S. MAIN STREET

COUNCIL CHAMBERS – 229-6011

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

AGENCY MEMBERS: CAROLYN G. GOODMAN, CHAIR (At-Large)

STAVROS S. ANTHONY, VICE-CHAIR (Ward 4)

LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)

BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)

November 20, 2013

8:30 AM

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. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE REDEVELOPMENT 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.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM BEVERLY K. BRIDGES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED
4. For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of November 6, 2013

Redevelopment Area

5. ABEYANCE ITEM - RA-34-2013 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) between the City of Las Vegas Redevelopment Agency (RDA) and Rock'N'oodles, LLC (Tenant/QSP Participant) located at 1108 South 3rd Street, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the QSP Agreement by the RDA (Not-to-exceed \$38,150 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin) [NOTE: This item is related to Council Item 46 (R-75-2013)]
6. Report for possible action regarding development projects currently under contract or negotiation, other projects and to provide an overview of programs and initiatives - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Citizens Participation

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

Agency Member Recognition

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. Dial 7-1-1 for Relay Nevada.

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

City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

SUBJECT:

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meeting of November 6, 2013



AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013****DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT****DIRECTOR: WILLIAM ARENT****SUBJECT:**

ABEYANCE ITEM - RA-34-2013 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) between the City of Las Vegas Redevelopment Agency (RDA) and Rock'N'oodles, LLC (Tenant/QSP Participant) located at 1108 South 3rd Street, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the QSP Agreement by the RDA (Not-to-exceed \$38,150 - RDA Special Revenue Fund) - Redevelopment Area - Ward 3 (Coffin)
[NOTE: This item is related to Council Item 46 (R-75-2013)]

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$38,150**Funding Source:** Economic and Urban Development**Dept./Division:** RDA Special Revenue Fund**PURPOSE/BACKGROUND:**

This QSP Agreement will assist with the cost of code compliance requirements for the property located at 1108 S. 3rd Street (APN 162-03-110-036) including fire protection, mechanical, electrical, plumbing, grease trap, and city permitting fees. Approval will adopt findings that the QSP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan. This item was held in abeyance from November 6, 2013 Redevelopment Agency Meeting.

RECOMMENDATION:

Approval and authorize the Chair of the RDA to execute all related documents as required

BACKUP DOCUMENTATION:

1. Resolution No. RA-34-2013
2. Public Purpose Impact Analysis
3. Fiscal Impact Analysis
4. Site Map

RESOLUTION NO. RA-34-2013

RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, 3rd & CHARLESTON, LLC AND ROCK'N'OODLES, LLC TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE QUICK START AGREEMENT 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 September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive, in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, 3rd & Charleston, LLC is the owner (the "Owner") of real property and improvements located at 1108 S. 3rd Street and which parcel is commonly known as APN 162-03-110-036 (the "Site"); and

1 WHEREAS, Rock'N'oodles, LLC (the "QSP Participant") is a tenant on the real
2 property located at 1108 S. 3rd Street and is undertaking certain exterior, interior and code
3 compliance improvements to the property in accordance with the Quick Start Program; and

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

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

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

19 THE FOREGOING RESOLUTION and QSP AGREEMENT was passed, adopted and
20 approved this ____ day of _____, 2013.

21 CITY OF LAS VEGAS REDEVELOPMENT AGENCY

22 By: _____
23 CAROLYN G. GOODMAN, Chair

24 ATTEST:

25 _____
26 BEVERLY K. BRIDGES, MMC
27 SECRETARY

28 APPROVED AS TO FORM:

J. Ponticello 10/29/13
Date

EXHIBIT "A"
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2013, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as (the "Agency"), 3rd & CHARLESTON, LLC, a Nevada limited liability company (hereinafter referred to as (the "Owner") and ROCK 'N' OODLES, LLC, a Nevada limited liability company (hereinafter referred to as (the "Tenant/QSP Participant").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Downtown Centennial Plan Quick Start Program (the "QSP") 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, the Property is located within or is contiguous to the boundaries of the Redevelopment Area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and Development Costs associated with business licensing and permitting to a maximum of Thirty-Eight Thousand One Hundred Fifty Dollars and 00/100 (\$38,150.00) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant 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 QSP Participant desire to participate in the QSP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed improvements on the Property, as evidenced by Attachment " 6 " – Quick Start Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner and QSP Participant do hereby agree as follows:

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

subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and QSP Participant warrant that, either through a majority interest, or 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 ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner" and "QSP Participant", as used in this Agreement, include not only the Owner and QSP Participant, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and QSP Participant individually may be referred to as "Party" or collectively as "Parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within sixty (60) days of execution of this Agreement by the Agency, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within one hundred twenty (120) days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or QSP Participant a minimum of twenty-four (24) hours written advance notice prior to entering the Site.

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

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, and/or its representative, and/or QSP Participant, and/or it's representative. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

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

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 11 hereinafter.

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

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

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

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

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

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

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and QSP Participant warrant that they have 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 QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP 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 QSP Participant warrant that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and QSP Participant or any principal member of Owner and QSP Participant. Throughout the term hereof, Owner and QSP Participant shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting 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 non-defaulting 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 non-defaulting Party may file legal action to require the defaulting Party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner, QSP 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 an Owner and/or QSP Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the QSP Participant agrees to return any and all Agency Funds heretofore paid to the QSP Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

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

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract 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.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2013 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2013.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
Carolyn G. Goodman, Chair
"Agency"

ATTEST:

3rd & CHARLESTON, LLC

BEVERLY K. BRIDGES, MMC
Secretary

By: _____
Christopher R. Grobl, Esq
"Owner"

APPROVED AS TO FORM:

ROCK 'N' OODLES, LLC

Counsel to the Agency Date

By: _____
Susan E. Kordt, Principal
"Tenant & QSP Participant"

Print Name

By: _____
Brien McEahern, Principal
"Tenant & QSP Participant"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (Tenant & QSP Participant)
ATTACHMENT " 5 "	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

APN: 162-03-110-036

Lots Eleven (11) and Twelve (12) in Block Thirteen (13) of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada

ATTACHMENT 2
PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

3rd and Charleston, LLC

And

Rock 'N' oodles, LLC

on file with the City of Las Vegas Redevelopment Agency

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. General Conditions	\$6,919.00
2. Demolition	\$1,000.00
3. Concrete	\$1,500.00
4. Casework	\$4,000.00
5. Insulation	\$500.00
6. Roofing	\$1,500.00
7. Doors	\$500.00
8. Frame/Drywall	\$5,500.00
9. Hood System	\$15,765.00
10. Fire Protection	\$1,000.00
11. Plumbing	\$23,900.00
12. Mechanical (HVAC)	\$15,765.00
13. Electrical	\$17,800.00
14. Grease Trap	\$8,697.00
15. Insurance	\$1,913.00
16. Contractor Fees	\$6,695.00

TOTAL ESTIMATED QSP PROJECT COSTS	\$112,954.00
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Project Costs (Interior/Exterior)

TOTAL Project Costs	\$112,954.00
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Development/Permitting Costs

1. Sewer Fees & Permits	\$1,355.00
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Estimated QSP Grant	\$28,577.00
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Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

Attachment 4*Please Print Legibly***Quick Start Disclosure of Ownership/Principals (Real Property)****Quick Start Contracting Entity Information**Name 3rd & Charleston, LLCMailing Address 8367 W. Flamingo Rd., Suite 201, Las Vegas, NV 89147Business Phone (702) 796-5500 ext. 511Tax ID or Social Security Number 20-8759891**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
Steven Fazekas - Member	8367 W. Flamingo Rd., Suite 201 Las Vegas, NV 89147	(702) 796-5500 ext. 511

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/Principals

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 _____

Certificate 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 _____

Date 8/30/2013

State of NEVADA }
County of CLARK }

This instrument was acknowledged before me on AUGUST 30TH, 2013 (date) by
CHRISTOPHER R. GROBL, ESQ. (name of person).

Notary Public: _____



Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Rock'n'oodles LLCMailing Address 620 Bloomingfield LaneBusiness Phone 702 581-4141 or 702 2194368Tax ID or Social Security Number 46-1177921

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company ☒ Corporation _____

Disclosure of Ownership/Principals

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

Full Name & Title	Business Address	Business Phone
Brian McEahern (owner)	1108 ^S 3rd St. LAS VEGAS 89104	702 581-4141
Susan E Korat (owner)	1108 ^S 3rd St. LAS VEGAS 89104	702 2194368

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: 0

Alternative Disclosure of Ownership/Principals

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 N/A

Number of pages 0

Certificate 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.

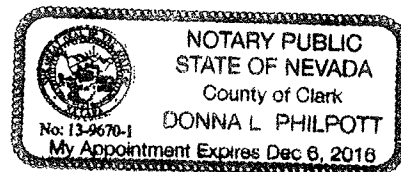
Signature Susan E Kordt

Date 6/19/2013

State of Nevada
County of Clark

This instrument was acknowledged before me on June 19, 2013 (date) by Susan E Kordt (name of person).

Notary Public: Donna L. Philpott



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }

Please Print Legibly

COUNTY OF Clark } ss:

I, Susan E Kordt, 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 Rock N'oodles, 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 1108 S. 3rd Street 89104 ("Site"), as more particularly described by the Quick Start 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. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐
- 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 or blight. ☒ or,
- d. The 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. *PD* (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. *PD* (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. *PD* (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. *PD* (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 17 day of June 20 13 .

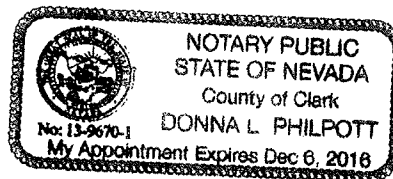
Authorized Signature: *David E. Laid*
State of Nevada
County of: Clark

SIGNED AND SWORN TO before

me this 17 day of June , 20 13 , by *Donna L. Philpott*

NOTARY PUBLIC

My Commission Expires: 12/6/2016



ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF Nevada }
COUNTY OF Clark } ss:

I, CHRISTOPHER R. GROBL, CSA, owner and/or authorized representative of APN# 162-03-110-036 also commonly known as 3rd & Charleston (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") and consent to the participation in the Quick Start Program which are to be undertaken by Jennifee m Natera, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 8TH day of JULY, 2013.

Property Owner Name: 3RD & Charleston

Authorized Representative: [Signature]

SIGNED AND SWORN TO before me this 8TH day of JULY, 2013, by CHRISTOPHER R. GROBL

NOTARY PUBLIC
My Commission Expires:

[Signature]
JAN 25, 2014



Public Purpose/Impact Analysis Report
NRS 279.486

**City Council/Redevelopment Agency Meeting
November 6, 2013**

Title of Project: Rock'N'oodles

Sponsor/Developer: Brien McEahern, Susan Kordt and Mosaic Building Group

Address Of Project: 1108 S. 3rd Street, Las Vegas, Nevada

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for a copy of the City of Las Vegas Redevelopment Agency Quick Start Agreement and City of Las Vegas Redevelopment Agency Commercial Visual Agreement and Grant of Façade Easement.

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

The costs associated with the Quick Start Program are \$156,000 of private investment

The amount of the Agency grants toward these costs totals \$38,150. The grant funds come from RDA fund balance, therefore no bonds were issued or sold and no interest is anticipated

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A. No property is being purchased or sold as part of these agreements.

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

The Agency is not selling, purchasing or leasing real property as part of these agreements.

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

The Quick Start grant to Rock'N'oodles will bring an older property up to current code and facilitate the re-use of the property, thus filling a once vacant commercial retail space and creating 7 new full-time jobs. The Commercial Visual Improvement grant will improve the façade and signage thus eliminating blight.

Rock'N'oodles will impact the local economy by \$928,780 annually through the payroll of direct, indirect and induced jobs.

State and local taxes will increase by \$47,440 annually.

What is the amount of Private Investment and who is providing it?

\$156,000 provided by the owners of Rock 'N' oodles, Brien McEahern and Susan Kordt

What is the amount of Public Investment and who is providing it?

The total grant amount for this project is \$38,150 provided by the Agency.

How many Direct Jobs will be Created? 7

How many Indirect Jobs will be Created? 0.9

How many Direct Jobs will be Retained? 0

Quantitative Economic Benefits:

\$156,000 public investment.

\$928,780 annual economic impact from direct, indirect and induced job payroll

\$38,150 increase in annual state and local taxes

Total Direct Economic Impact:

\$575,696 direct payroll annually

Total Indirect Economic Impact:

\$353,083 indirect and induced payroll annually

Economic Impact Study Performed:

Yes ☐

No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

**City of Las Vegas - FIA Model
Scenario Results Summary Report
Subject Project: Rock "N" oodles**

Located in Redevelopment Area? ☒ Yes ☐ No
Applying for Tax Increment Financing Assistance? ☐ Yes ☒ No

New Service Population

Residents 0
Employment (FTE) 7

Operations Phase: Annually Recurring Estimated Net Fiscal Impact - At Buildout

Net Fiscal Impact to City of LV General Fund

General Fund Revenues

Per Capita Revenues:	
\$194 per New Service Resident	\$0
\$89 per New Service Employee	\$620
Subtotal	\$620
Non Per Capita Revenues:	
Property Tax (Ad Valerom) Revenues:	
Real Property	\$540
Personal Property	\$160
Hotel Room Tax Revenues	\$0
City Gaming License Fee Revenues	\$0
Consolidated Tax Revenues	\$4,640
Subtotal	\$5,340
Annual Total	\$5,960

General Fund Expenditures

Per Capita Expenditures:	
\$667 per New Service Resident	\$0
\$307 per New Service Employee	\$2,150
Annual Total	\$2,150

Net Fiscal Impact to City of LV General Fund

Annual Total	\$3,810
Analysis Period Cumulative Total: (20 years)	\$3,810
	\$76,200



City of Las Vegas - FIA Model
Scenario Results Summary Report
Subject Project: Rock "N" oodles

Additional Tax Revenues - To Redevelopment Agency

Annual Property Tax Revenues ⁽¹⁾	\$1,010
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Construction Phase: One-Time/Non-Recurring Tax Revenue

Fiscal Impact to City of LV General Fund Revenues

One-Time Consolidated Tax Revenues	\$520
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Note: ⁽¹⁾ If the Subject Project is receiving TIF assistance, up to but no more than 50% of the RDA Incremental revenues would be available to a developer as a rebate for qualifying years.



SITE MAP



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT

DIRECTOR: WILLIAM ARENT

SUBJECT:

Report for possible action regarding development projects currently under contract or negotiation, other projects and to provide an overview of programs and initiatives - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Redevelopment Agency has several projects under agreement. The Redevelopment Agency also has funded the Visual Improvement Program and the Quick Start Program to assist businesses making private investments in the Redevelopment Area. This report will provide an update on these projects and programs.

RECOMMENDATION:

Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

SUBJECT:

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



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 20, 2013

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

