



REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 495 S. MAIN STREET

COUNCIL CHAMBERS – PHONE 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)

January 22, 2014

8:30 AM

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.

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 AGENCY MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. 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 meetings of November 20 and December 4, 2013
5. Discussion for possible action regarding the City of Las Vegas Redevelopment Agency (component unit) Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ending June 30, 2013

Redevelopment Area

6. RA-1-2014 - 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 Banger Brewing Las Vegas, LLC, (Tenant/QSP Participant) located at 450 Fremont Street, Suite 135, 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 \$50,000 - RDA Special Revenue Fund) - Redevelopment Area - Ward 5 (Barlow) [NOTE: This item is related to Council Item 45 (R-1-2014)]
7. Discussion for possible action regarding the Second Amendment to Disposition and Development Agreement (DDA) between the City of Las Vegas Redevelopment Agency and Las Vegas ICE, LLC, to modify the Preliminary Site Plan, Scope of Development and Schedule of Performance regarding the real property generally located at the southeast corner of Clark Avenue and Las Vegas Boulevard - Redevelopment Area - Ward 3 (Coffin)

Citizens Participation

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

Agency Member Recognition

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

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. 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: JANUARY 22, 2014

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 22, 2014

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 22, 2014

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: JANUARY 22, 2014

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency meetings of November 20 and December 4, 2013



AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 22, 2014

DEPARTMENT: FINANCE

DIRECTOR: VENETTA APPELYARD, Acting

☐ Consent ☒ Discussion

SUBJECT:

Discussion for possible action regarding the City of Las Vegas Redevelopment Agency (component unit) Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ending June 30, 2013

Fiscal Impact

☒

No Impact

☐

Augmentation Required

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Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

NRS 354.624 requires an annual audit of the City of Las Vegas be conducted by an independent public accounting firm. It further requires the audit report and the CAFR be presented to the governing body with the recommendations and the summary of narrative comments. The audit was conducted by Piercy Bowler Taylor & Kern. The City received an unqualified opinion.

RECOMMENDATION:

Receive the audit report and provide guidance for any management actions

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 22, 2014

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT

DIRECTOR: WILLIAM ARENT

SUBJECT:

RA-1-2014 - 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 Banger Brewing Las Vegas, LLC, (Tenant/QSP Participant) located at 450 Fremont Street, Suite 135, 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 \$50,000 - RDA Special Revenue Fund) - Redevelopment Area - Ward 5 (Barlow)

[NOTE: This item is related to Council Item 45 (R-1-2014)]

Fiscal Impact

☐

No Impact

☐

Augmentation Required

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Budget Funds Available

Amount: \$50,000

Funding Source: RDA Special Revenue Fund

Dept./Division: Economic and Urban Development/RDA

PURPOSE/BACKGROUND:

This QSP Agreement will assist with the cost of code compliance requirements for the property located at 450 Fremont Street, Suite 135, (APN 139-34-513-002 and 003) including fire protection, mechanical/electrical/plumbing, structural elements 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.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Resolution No. RA-1-2014
2. Public Purpose/Impact Analysis Report
3. Fiscal Impact Analysis
4. Site Map

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RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START AGREEMENT (“QSP”) BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND FAEC HOLDINGS WIRRULLA, LLC (OWNER) AND BANGER BREWING LAS VEGAS, LLC (TENANT AND QSP 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 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

1 WHEREAS, FAEC HOLDINGS WIRRULLA, LLC (the "OWNER") is the
2 owner of real property and improvements located at 450 FREMONT STREET, SUITE 370,
3 and which parcel is commonly known as APN 139-34-513-002 AND 139-34-513-003 (the
4 "Site"); and

5 WHEREAS, BANGER BREWING LAS VEGAS, LLC (the "QSP
6 PARTICIPANT") is a tenant on the real property located at 450 FREMONT STREET, SUITE
7 135 and is undertaking certain exterior, interior and code compliance improvements to the
8 property in accordance with the Quick Start Program; and

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

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

17 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
18 the Agency that the Agreement is hereby approved and determined to be in compliance with
19 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the
20 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
21 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
22 documents (including any Attachments to the Agreement) and to perform any additional acts
23 necessary to carry out the intent and purpose of the Agreement.
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THE FOREGOING RESOLUTION and QSP AGREEMENT was passed,
adopted and approved this ____ day of _____, 2013.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chairman

ATTEST:

BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

J. Pincetto 12/2/13
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 in the State of Nevada (hereinafter referred to as the "Agency") and FAEC HOLDINGS WIRRULA, LLC ("OWNER") and BANGER BREWING LAS VEGAS, LLC ("TENANT & QSP PARTICIPANT").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the 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 "Quick Start") 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 Fifty Thousand Dollars (\$50,000) 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 desires to participate in the Quick Start Program pursuant to the terms and provisions of this Agreement.

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

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

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 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 warrants 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", 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: 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 Agency hereby grants an amount not to exceed **Fifty Thousand (\$50,000.00)** ("QSP Grant") for the Improvements to be completed by QSP Participant, as more particularly described in Attachment 3. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, 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 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain (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 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 Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. 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 Owner and/or 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 Owner and/or 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 13 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 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 Owner and/or 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 Owner and/or 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 Owner and/or 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/or QSP Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the 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 warrants 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 or any principal member of Owner. Throughout the term hereof, Owner and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the 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 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 Owner and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or 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 Owner and/or 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 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

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

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

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

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

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " 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/or QSP Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: 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:

FAEC HOLDINGS WIRRULLA, LLC

BEVERLY BRIDGES, MMC
Secretary

By: _____
DHARMESH BHANA BHAI
"Managing Member"

APPROVED AS TO FORM:

BANGER BREWING LAS VEGAS, LLC

T. Ponticello 12/2/13
Counsel to the Agency Date
Teresita Ponticello
Print Name

By: _____
NICK FISHELLA
"Manager"

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 (QSP Participant)
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	PROPERTY OWNER CONSENT (If Necessary)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

File No. 97-09-1629 RMG

Policy No. A60-182395

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL ONE (1):

A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AIR RIGHTS IN AND TO LOT 1 OF NEONOPOLIS, A COMMERCIAL SUBDIVISION, FILED IN BOOK 087 OF FLATS PAGE 035 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING FURTHER DESCRIBED AS FOLLOWS:

BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK 1, PAGE 37 LYING ABOVE THE VARIOUS LOT ELEVATIONS AS SHOWN ON THE RECORD OF SURVEY DESCRIBED BELOW AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 FEET TO 2007.20 FEET FOR CURBING, DRIVEWAY AND PLANTER AREAS TO MEET EXISTING GRADE ON OGDEN AVENUE, THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 OF SURVEYS PAGE 0089 RECORDED ON NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04693, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL TWO (2):

A PERPETUAL NONEXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) ABOVE FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON THAT PORTION OF THE SUBTERRANEAN GARAGE PARCEL WHICH IS NOW OR HEREAFTER IMPROVED AS DRIVEWAYS, STAIRWAYS AND OTHER VEHICULAR AND PEDESTRIAN THOROUGHFARES; A PERPETUAL EXCLUSIVE RIGHT AND EASEMENT APPURTENANT TO PARCEL ONE (1) TO USE THE TOP DECK OF THE SUBTERRANEAN GARAGE AS THE FLOOR OF THE LOWER LEVEL OF PARCEL ONE (1); TO JOIN TO, TO OBTAIN SUBSTANTIAL LOAD BEARING SUPPORT FROM, TO PAINT, TILE OR OTHERWISE SURFACE, TO REMOVE SURFACING FROM, AND TO RESURFACE THE FLOOR, TO SUPPORT WIRING, UTILITIES AND FIXTURES OF ALL SORTS, TO RUN PIPES, LINES, WIRES, MAINS, DUCTS, CONDUITS, VENTS AND RELATED EQUIPMENT AND FACILITIES THROUGH THE FLOOR AND TO MAINTAIN AND REPAIR THE SURFACE OF THE FLOOR AS WELL AS EASEMENTS FOR LATERAL AND SUBJACENT SUPPORT FOR THE IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL ONE (1), AND ALL OTHER EASEMENTS AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998, IN BOOK 981130 AS DOCUMENT NO. 04695 OF OFFICIAL RECORDS.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

FAEC Holdings Wurrulla, LLC (Landlord)

And

Lights Out, LLC (Tenant)

Is on file with the City of Las Vegas – Economic and Urban Development Department

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Mechanical, Electrical & Plumbing	\$68,000.00
2. Fire Sprinkler Upgrade	\$17,000.00
3. Structural Improvements	\$25,000.00
4. Interior Tenant Improvements	\$33,000.00
5. Exterior Improvements	\$21,600.00
6. Soft Costs	\$37,000.00
TOTAL ESTIMATED PROJECT COSTS	\$201,600.00
<u>Development/Permitting Costs</u>	
1. Sewer Connection Fees	\$22,000.00
2. Plans/Permit Fees	\$8,000.00
Estimated QSP Grant	\$50,000.00

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 FAEE HOLDINGS WORLDWIDE, LLCMailing Address 450 FREMONT ST. #285Business Phone 702-232-⁸³¹³5539 (Korane Koschane)Tax ID or Social Security Number NV BUSINESS ID NV 20061051034

Ownership Interest

Estate in Severalty _____

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
DHARMESH BHANABHAI	450 FREMONT ST. #285	702-232-8313
MANAGING MEMBER		(KORANE KOSCHANE)

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: one

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 N/A

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.

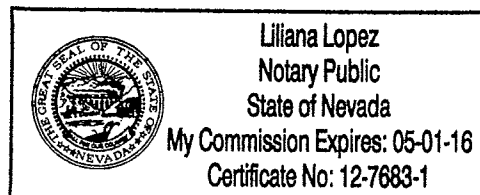
Signature [Signature]

Date 6/3/2013

State of Nevada
County of Clark

This instrument was acknowledged before me on Dharmesh N. Bhanabhai (date) by Liliana Lopez (name of person).

Notary Public: [Signature]



Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Nick Fischella
 Mailing Address ~~9268~~ 9268 Meranto Ave Las Vegas, NV 89118
 Business Phone 702-456-2239
 Tax ID or Social Security Number 90-0902376

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 real property.

Full Name & Title	Business Address	Business Phone
Lights Out LLC	9268 W. Meranto Ave	
	Las Vegas, NV 89118	
Fat MD Banger	3540 W. Sahara Ave	
Brewing IG LLC	Box #353	
	Las Vegas, NV 89102	

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 – Business

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

Signature *M CM* _____

Date 6-6-13 _____

State of Nevada }
County of Clark }

This instrument was acknowledged before me on June 6, 2013 (date) by
Nick Fischella (name of person).

Notary Public: *Michael Weiss*



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
COUNTY OF Clark } ss:

Please Print Legibly

I, Nick Eisobell, 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 Bonga Brewing Las Vegas, 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 450 Fremont St. Ste #135 ("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 7/30.

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; ☐
 - 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. NE (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. NE (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. NE (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. NE (initial)

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

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

DATED this 6th day of June, 2013
Authorized Signature: [Signature]

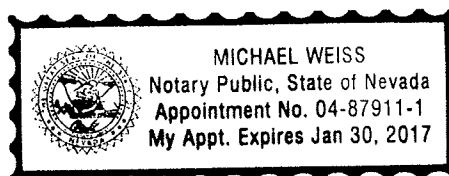
SIGNED AND SWORN TO before

me this 6th day of June, 2013, by Nick Fischella

NOTARY PUBLIC

My Commission Expires:

[Signature]
January 30, 2017



ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF NEVADA }
COUNTY OF CLARK } ss:

I, DHARMESH BHANABHAI, owner and/or authorized representative of APN# 139-34-513-002-003 also commonly known as Neonopolis (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 Lights Out LLC, 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.~~

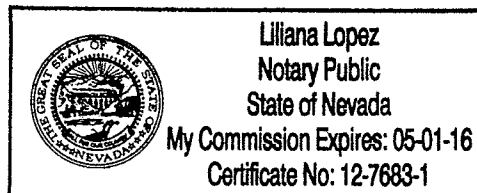
DATED this 3rd day of June, 2013.

Property Owner Name: DHARMESH BHANABHAI

Authorized Representative: [Signature]

SIGNED AND SWORN TO before me this 3rd day of June, 2013, by Liliana Lopez

NOTARY PUBLIC [Signature]
My Commission Expires:



Public Purpose/Impact Analysis Report
NRS 279.486

**City Council/Redevelopment Agency Meeting
January 22, 2014**

Title of Project: Quick Start Program Grant

Sponsor/Developer: Banger Brewing Las Vegas, LLC

Address Of Project: 450 Fremont St., Suite 135

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 copy of agreement: CITY OF LAS VEGAS – QUICK START AGREEMENT

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.

Approximately \$232,000

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

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.

N/A

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

Banger Brewing Las Vegas, LLC has leased approximately 3,000 sq. ft. of vacant retail space at 450 Fremont Street, Neonopolis. The "Brew Pub" is located to an established restaurant (Heart Attack Grill) and Banger Brewing will bring a niche product to downtown Las Vegas. As part of a multi-tenant building, where there were additional vacancies, Banger Brewing will provide a needed business for this mostly vacant property.

The storefront had been vacant for approximately 5 years without a tenant. Banger Brewing, alongside with newly opened businesses in Neonopolis, will be able to support one another through additional sales and cater to nearby residents and downtown visitors.

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

Approximately \$231,000 – Banger Brewing Las Vegas, LLC

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

Not to Exceed \$50,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 12 Full-Time Equivalent

How many Indirect Jobs will be Created? Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will be electrical, plumbing and mechanical professional trades.

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

\$231,000 is being fed into the local economy through the employment of subcontractors for the improvements to the interior and exterior of the building.

Total Direct Economic Impact:

\$231,000

Total Indirect Economic Impact:

Not Measurable at this time.

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: Banger Brewing Las Vegas, LLC

Located in Redevelopment Area? ☒ Yes ☐ No

Applying for Tax Increment Financing Assistance? ☐ Yes ☒ No

New Service Population

Residents

0

Employment (FTE)

12

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
\$89 per New Service Employee

Subtotal

\$0
\$1,070
\$1,070

Non Per Capita Revenues:

Property Tax (Ad Valerom) Revenues:

Real Property

Personal Property

Hotel Room Tax Revenues

City Gaming License Fee Revenues

Consolidated Tax Revenues

Subtotal

Annual Total

\$16,250
\$80
\$0
\$0
\$5,140
\$21,470
\$22,540

General Fund Expenditures

Per Capita Expenditures:
\$667 per New Service Resident
\$307 per New Service Employee

Annual Total

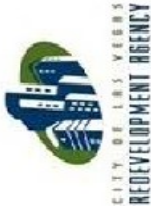
\$0
\$3,690
\$3,690

Net Fiscal Impact to City of LV General Fund

Annual Total

Analysis Period Cumulative Total: (20 years)

\$18,850
\$18,850
\$377,000



City of Las Vegas - FIA Model

Scenario Results Summary Report

Subject Project: Banger Brewing Las Vegas, LLC

Additional Tax Revenues - To Redevelopment Agency

Annual Property Tax Revenues ^[1]	\$30,700
---	----------

Construction Phase: One-Time/Non-Recurring Tax Revenue

Fiscal Impact to City of LV General Fund Revenues

One-Time Consolidated Tax Revenues	\$1,080
------------------------------------	---------

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.

Subject Property

Subject Property

AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: JANUARY 22, 2014**

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT**DIRECTOR: WILLIAM ARENT****SUBJECT:**

Discussion for possible action regarding the Second Amendment to Disposition and Development Agreement (DDA) between the City of Las Vegas Redevelopment Agency and Las Vegas ICE, LLC, to modify the Preliminary Site Plan, Scope of Development and Schedule of Performance regarding the real property generally located at the southeast corner of Clark Avenue and Las Vegas Boulevard - Redevelopment Area - Ward 3 (Coffin)

Fiscal Impact☒**No Impact**☐**Augmentation Required**☐**Budget Funds Available****Amount:****Funding Source:****Dept./Division:****PURPOSE/BACKGROUND:**

The City of Las Vegas Redevelopment Agency (RDA) approved a DDA on April 20, 2011 for the sale, purchase and development of RDA owned real property and First Amendment (FA) of December 21, 2011. The Preliminary Site Plan and Scope of Development of the FA are being modified from a ten-story Class A office building to an eleven-story Federal Justice Tower which will house the Department of Justice, U.S. Attorney's Office and the Department of Homeland Security General Services Administration (GSA); U.S. Immigration and Customs Enforcement Agency (ICE) for their administrative and executive offices for a minimum lease term of fifteen (15) years and for not less than 130,000 square feet of leasable area, and approximately 1,500 square feet of ground floor retail, and a seven-story parking garage. The Schedule of Performance of the FA is being modified to extend the construction completion date to on or before October 1, 2014.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Amendment to DDA and Certificate Disclosure of Ownership/Principals

**SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("*Second Amendment*") is entered into as of the ____ day of January, 2014, ("*Effective Date*") 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 "*RDA*"), and Las Vegas ICE, LLC, a Nevada limited liability corporation (hereinafter "*ICE*"). The RDA and ICE may be referred to herein individually as a "*Party*" and together as the "*Parties*".

WHEREAS, the Parties have entered into that certain Disposition and Development Agreement dated April 20, 2011 ("*DDA*") to set forth the terms and conditions of the sale, purchase and development of real property generally located at the southeast corner of Las Vegas Boulevard and Clark Avenue, Las Vegas, Nevada, as further defined in the DDA, for the purposes of developing and leasing Class A office space to the General Services Administration ("*GSA*"), as amended by that First Amendment to Disposition and Development Agreement entered into by the Parties dated as of December 21, 2011;

WHEREAS, the real property was conveyed to Las Vegas ICE, LLC by the RDA on September 26, 2011; and

WHEREAS, the Parties desire to enter into this Second Amendment in order to modify the existing Preliminary Site Plan which is Exhibit "D" to the DDA, the existing Scope of Development which is Exhibit "E" to the DDA, and the existing Schedule of Performance which is Exhibit "F" to the DDA.

NOW, THEREFORE, the Parties do hereby agree to amend the DDA as follows:

1. This Second Amendment shall be effective upon its execution by both Parties.
2. The Parties hereby agree that (i) Exhibit "D" – Preliminary Site Plan to the DDA is hereby deleted and Exhibit "A" to this Second Amendment is hereby substituted in lieu thereof, (ii) Exhibit "E" – Scope of Development to the DDA is hereby deleted and Exhibit "B" to this Second Amendment is hereby substituted in lieu thereof, and (iii) Exhibit "F" – Schedule of Performance to the DDA is hereby deleted and Exhibit "C" to this Second Amendment is hereby substituted in lieu thereof. The Developer agrees that it has constructed an eleven (11) story

building shell with approximately 1,500 square feet of ground floor retail (subject to approval of the GSA), and will construct a seven (7) story structured parking garage as set forth in the revised Site Plan, Scope of Development and Schedule of Performance.

3. Except as modified by this Second Amendment, the DDA remains in full force and effect in all respects.

4. This Second Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same. Delivery of this Second Amendment may be accomplished by facsimile transmission of this Second Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

LAS VEGAS ICE, LLC
By: SDA, Incorporated
Its: Managing Member

By: Elizabeth N. Fretwell

By: Stephen M. Biagiotti

Executive Director

President

APPROVED AS TO FORM:

M. Nardos Esq.
Date

1-2-14

Exhibit "A"

Second Amendment to Disposition and Development Agreement

Site Plan substituted for Exhibit "D" of the Disposition and Development Agreement

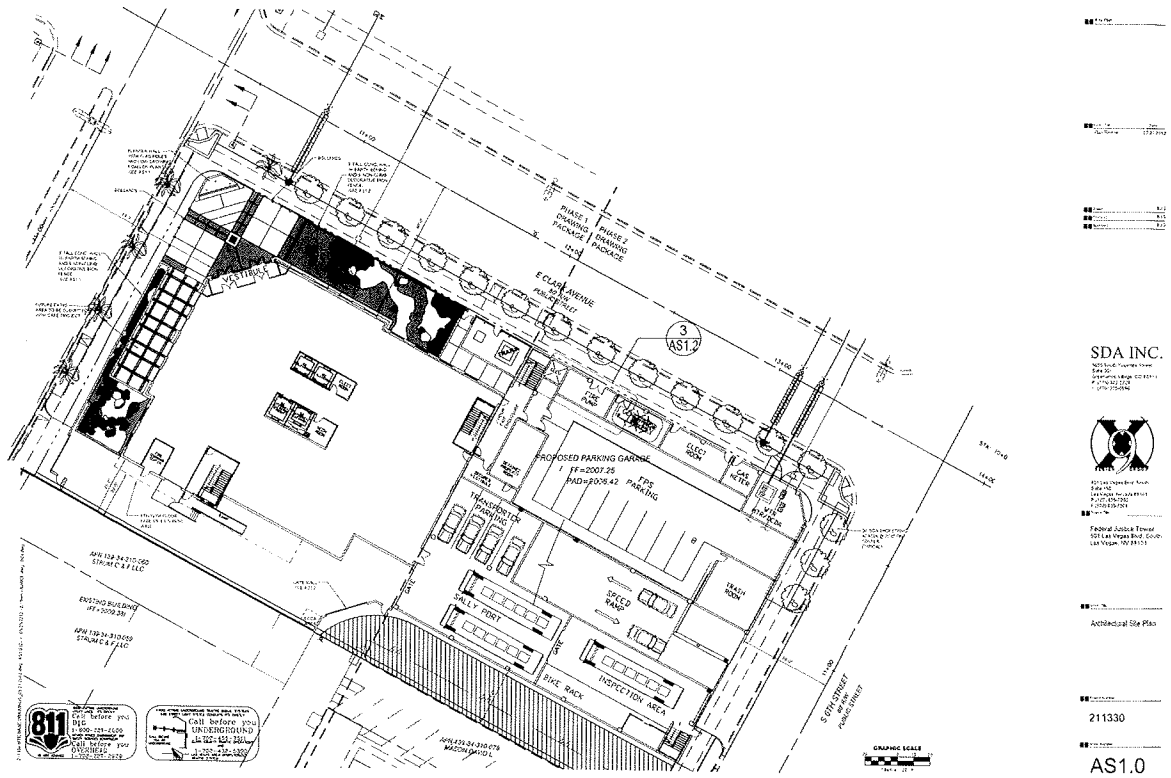


Exhibit "B"
Second Amendment to Disposition and Development Agreement
Revised Scope of Development of the Project substituted for Exhibit "E" of the Disposition and
Development Agreement

Developer has constructed the eleven (11) story building shell of the Class A office building of approximately 132,000 square feet; shall complete interior Tenant Improvements per the Scope of Agreement between Developer and the GSA; shall construct a seven (7) story structured parking garage to lease to the Department of Justice, U.S. Attorney's Office and the Department of Homeland Security General Services Administration (GSA) U.S. Immigration and Customs Enforcement Agency (ICE) for their administrative and executive offices for a minimum lease term of fifteen (15) years and for not less than 130,000 square feet of leasable area consistent with the site development plan submitted to the City Planning Department on November 23, 2011 for consideration at the January 10, 2012 City Planning Commission meeting.

The first floor retail space will be designed to accommodate up to 1,500 square feet of ground floor retail subject to GSA approval. Any deviation from said site development plan or the conditions of the approval of such plan shall require written approval of the RDA.

Exhibit "C"
 Second Amendment to Disposition and Development Agreement
 Revised Schedule of Performance substituted for Exhibit "F" of the Disposition and
 Development Agreement

The Parties shall execute and deliver two exact copies of this Second Amendment.	Not later than ten (10) calendar days from approval of this Second Amendment.
The Developer shall submit to the City for approval a set of basic concept drawings.	Pre-application to be heard on November 15, 2011 Completed
Review of basic concept drawings by City.	Not later than ninety (90) calendar days from the Effective Date. April 25, 2012 Completed
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date. August 29, 2012 Completed
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval. Shell Structure - Completed Tenant Improvements submittal - January, 2014
Issuance of City and other governmental permits necessary to commence construction.	Shell Structure permit issued 6-19-12 11 Story permit revision issued 11-7-12
Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction Completed
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Shell Structure Construction Start Date 10-1-2012
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	On or before October 1, 2014

Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	Las Vegas Ice, LLC
Address	5655 S. Yosemite St. #301
	Greenwood Village, CO 80111
Telephone	(303) 220-0500
EIN or DUNS	967744736

Block 2	Description

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

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

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Stephen M. Biagiotti	5655 S. Yosemite St. #301 Greenwood Village, CO 80111	(303) 220-0500 x209
2.	Mark D. Canto	5655 S. Yosemite St. #301 Greenwood Village, CO 80111	(303) 220-0500 x207
3.	Paula L. Woodward	5655 S. Yosemite St. #301 Greenwood Village, CO 80111	(303) 779-4735
4.	Ellis and Yvette Landau	7571 Silver Meadow Ct. Las Vegas, NV 89117	(702) 368-1131
5.	H. Alan Dill	455 Sherman St., Suite 300 Denver, CO 80203	(303) 777-3737
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

N/A

Date of Attached Document: _____

Number of Pages: _____

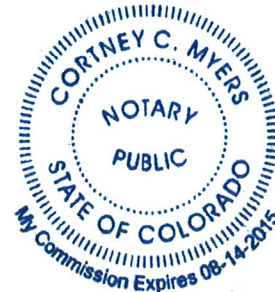
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name _____

Date _____

Subscribed and sworn to before me this 2nd day of

January, 2013
Courtney Myers
Notary Public



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 8, 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: JANUARY 8, 2014

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

