City of Las Vegas

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)

May 21, 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. Discussion for possible action regarding a Professional Consulting Agreement between the City of Las Vegas Redevelopment Agency and FFM LLC, DBA Faiss Foley Warren, for economic development marketing initiatives promoting Las Vegas ($150,000 - RDA Special Revenue Fund) - All Wards

Redevelopment Area

5. RA-5-2014 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Proview Series, LLC, (Owner) located at 10 East Charleston Boulevard (APN 162-03-110-074), 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 3 (Coffin) [NOTE: This item is related to Council Item 49 (R-14-2014)]

Citizens Participation

6. 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

7. 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

City of Las Vegas

Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 21, 2014

SUBJECT:

CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 21, 2014

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 21, 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

City of Las Vegas

Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MAY 21, 2014

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
Discussion for possible action regarding a Professional Consulting Agreement between the City of Las Vegas Redevelopment Agency and FFM LLC, DBA Faiss Foley Warren, for economic development marketing initiatives promoting Las Vegas ($150,000 - RDA Special Revenue Fund) - All Wards

Fiscal Impact

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

☒ **Budget Funds Available**

Amount: $150,000
Funding Source: RDA Special Revenue Fund
Dept./Division: Economic and Urban Dev./RDA

PURPOSE/BACKGROUND:
The contract with Faiss Foley Warren to provide marketing and public relations services promoting downtown Las Vegas expires in June of 2014. Six out of seven of their assigned goals were exceeded by large margins, which included generating $4.61 million in media coverage; obtaining publicity for 132 Las Vegas businesses; realizing almost $390,000 in free, added-value contributions and achieving an ROI of 1:16. EUD/RDA would like to retain this company in FY 2015 with a promotional contract for work to include managing/maintaining a new portal website to promote working, living and playing within our city; continued production of monthly email newsletters distributed to 13,000; and creating business testimonial videos for use on websites, social media and at trade shows.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Professional Consulting Agreement
2. Certificate Disclosure of Ownership/Principals
3. Downtown Marketing Initiative FY 2013-2014 Analysis of Goals

PROFESSIONAL CONSULTING AGREEMENT
[STANDARD FORM]

THIS AGREEMENT (the "**Agreement**") is entered into as of the Effective Date by and between the Consultant and the Nevada non-profit company (known as Company) on the following terms and conditions:

SUMMARY OF BASIC TERMS AND DEFINITIONS

The following is a summary of the fundamental terms, conditions and definitions contained in this Agreement ("**Summary**"). The summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Agreement.

A.	**Nevada non-profit Company:**	City of Las Vegas Redevelopment Agency
	Company's Address:	City Hall, 495 S. Main St., 6th Floor
	City/State:	Las Vegas, NV 89101
	Telephone:	702- 229-6100 Fax: 702- 385-3128
B.	**Consultant:**	FFM LLC (DBA FAISS FOLEY WARREN) – Melissa Warren, Managing Partner
	Consultant's Address:	100 N. City Parkway, Suite 750
	City/State:	Las Vegas, NV 89106
	Telephone:	702-528-6016 Fax: 702-933-1261
C.	**Effective Date:**	July 1, 2014
D.	**Expiration Date:**	June 30, 2015
E.	**Project:**	2014/15 City of Las Vegas Economic Development Marketing Initiative
F.	**Scope of Services/Schedule of Performance**	See Exhibit A
G.	**Fees and Reimbursements:**	☐ GUARANTEED MAXIMUM FEE of $____, ("Fee") including reimbursements invoiced at $______per month for fifteen months. OR ☒ MONTHLY TIME AND MATERIALS FEE ("Fee") NOT TO EXCEED $150,000 to include monthly retainer of $7,500 plus reimbursements not to exceed $60,000. See Exhibit B for Consultant's billing rates and additional payment terms and Reimbursements. CONSULTANT'S NOTE: No payments will be made by Company other than the specific Fees and Reimbursements set forth in this Agreement unless an amendment authorizing additional Services and/or Fees and/or Reimbursement is first entered into by the parties. To the extent a Consultant proposal is attached as an Exhibit, only the description of services, billing rates and specified Fee shall be made a part of this

Agreement. Any other terms and conditions contained in the Consultant's proposal are expressly excluded from this Agreement.

H. **Exhibits:**

Exhibit A – Scope of Services/Schedule of Performance

Exhibit A-1 – Consultant's Proposal (or general description of Services) and Billing Rates

Exhibit B – Billing Rates and Reimbursable Expenses

Exhibit C – Insurance Exhibit

I. **Additional Defined Terms:** All initial capitalized terms set forth in the Summary shall have the same meaning elsewhere in the Agreement as set forth in the Summary. In addition to the terms defined in this Summary above, the following terms shall have the meaning set out below:

(a) ""**Affiliates**" shall mean any person or entity, including any corporation, limited liability company, partnership, joint venture, division or other legal entity, directly or indirectly, in whole or in part, or through one or more intermediaries, owning, controlling, controlled by, or under the common control with, the Company and its officers, officials, directors, trustees, partners, managers, members, employees, agents and representatives.

(b) **"Claims"** shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

(c) **"Confidential Information"** shall mean all information acquired by Consultant, including materials prepared by Consultant, concerning the subject of the Services or the Company's intentions with respect thereto.

(d) **"Consultant Parties"** shall mean Consultant and Consultant's agents, employees, subcontractors, advisors, support consultants and other parties employed or engaged by Consultant or any of the foregoing or for whom Consultant is liable, and any other persons performing Services on behalf of Consultant under this Agreement.

(e) **"Legal Requirements"** shall have the meaning set forth in Section 22.

(f) **"Services"** shall have the meaning set forth in Section 1.

AGREEMENT

1. **Consultant's Services.** On the terms and conditions contained herein, Company hereby retains Consultant, and Consultant hereby agrees to perform all services identified on the attached Exhibit A, together with all other services and work product reasonably necessary to complete and/or customarily performed in connection with the Scope of Services identified on Exhibit A (collectively, the "**Services**").

2. **Term.** Unless earlier terminated by the express provisions hereof, the term of this Agreement ("**Term**") shall commence on the Effective Date and expire on the Expiration Date.

3. **Quality of Services**. Consultant shall devote Consultant's commercially reasonable and professional efforts consistent with other professionals in Consultant's industry, and fully and faithfully perform the Services (i) in an efficient and diligent manner so that the Services provided by Consultant hereunder will be timely (and in any event in accordance with the Schedule of Performance) and of a scope and quality not less than that performed by

other professionals engaged in the performance of similar services in connection with projects of similar size, scope and complexity, and (ii) in compliance with the Legal Requirements. Consultant shall provide, at no charge (other than amounts payable as Fees or Reimbursements), progress copies of drawings, reports, specifications and other necessary information, as required hereunder or as requested by Company, to Company and Company's contractors and other consultants. Consultant shall ascertain the requirements for the Services, shall confirm such requirements to Company and inform Company of any additional information Consultant needs from Company or Company's contractors or other consultants sufficiently ahead of time to allow Company to obtain such additional information and shall promptly notify Company of any deficiencies in the information provided to Consultant by Company or Company's contractors or other consultants. Company will employ other contractors, engineers and consultants in connection with the Project, and Consultant shall cooperate and coordinate its Services with such other contractors, engineers and consultants as required to facilitate reasonable, orderly and timely completion of the Project; provided that Consultant shall not be required to perform any Services other than as set forth herein and those customarily furnished in connection therewith.

4. **Licenses or Permits**. If any governmental license or permit shall be required for the proper and lawful conduct of Consultant's business, or shall be required for the Consultant Parties in connection with providing the Services hereunder, Consultant, at its expense, shall duly procure and thereafter maintain such license or permit, or cause such license or permit to be procured and thereafter maintained, and submit the same to the Company for inspection. Consultant, at its expense, shall at all times comply with the requirements of each such license or permit and shall cause any Consultant Parties providing the Services hereunder to so comply with the requirements of each such license or permit during the Term of this Agreement. The failure of Consultant to comply with the terms of this Section shall in no way relieve Consultant of its indemnification obligations under Section 13 of this Agreement.

5. **Personnel and Other Consultants**. All Consultant Parties providing the Services hereunder on behalf of Consultant shall (i) be qualified and competent professionals experienced in rendering the Services described in the Exhibit(s), conforming to the professional standards set forth in Section 3 and (ii) licensed to the extent required by Section 4. Consultant shall ensure that such persons perform the Services in the manner described in Section 3 above. If Consultant's proposal(s) identifies other persons to provide all or a portion of the Services other than Consultant, Consultant shall provide the Company with such person's or persons' qualifications and experience. Consultant shall nevertheless be fully responsible to Company and the indemnity set forth in Section 13 shall apply to Services rendered by other parties to or on behalf of Consultant.

6. **Fees and Reimbursements**. In consideration of the performance of the Services, the Company agrees to pay Consultant the Fees and Reimbursements, computed and presented as set out in Exhibit B hereto. Any single cost or expense subject to reimbursement by the Company which exceeds Five Thousand Dollars ($5000.00) or which is not listed on Exhibit B must be approved by the Company in advance of the obligation being incurred in order for such cost or expenses to be reimbursed.

7. **Invoices**. Consultant shall bill the Company for the Services based on invoice(s) with appropriate support documentation for the Fee and Reimbursements. Consultant shall submit invoices for the Fee and Reimbursements broken down separately as to each item. Provided Consultant has submitted invoices with appropriate support documentation by the first (1st) of the month, Consultant shall be paid by the thirtieth (30th) of such month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by Company. If the Company disputes or questions any part or all of an invoice, the Company shall advise Consultant in writing of such questions or disputes within thirty (30) days of the Company's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Consultant, including any of Consultant's subcontractor(s) or agent(s) responsible for the Services, in Company's sole and absolute discretion, shall, so long as Company is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and Company shall continue to make payments of undisputed amounts to Consultant in accordance with this Agreement. Except as otherwise determined by the Company, all payments for approved advisors and support consultants will be made to Consultant for payment to the designated advisors and support consultants.

8. **Ownership of Materials**. All materials produced or purchased at the Company's expense by Consultant or its approved advisory and support consultants shall be the property of the Company. When Consultant completes the Services and is paid in full for all approved and non-disputed Fees and Reimbursements, Consultant shall deliver the originals of all materials produced or purchased by Consultant to the Company within thirty (30) days. The Company shall be the owner of any and all work product (including, without limitation, all writings, drawings, specifications, blueprints, pictures, photographs and recordings) created, produced, developed, prepared or submitted by Consultant to the Company under this Agreement whether it be in printed or electronic form, and Company may reproduce, modify and otherwise use the work product created for any and all purposes. The Company shall also be the owner of all intellectual property rights in such work product, including all rights of copyright therein. Without any additional consideration, Consultant will execute and deliver any and all further documents that Company reasonably determines may be desirable to perfect its ownership of any intellectual property rights, including any copyright rights, in any of the work product. It is the intention of Consultant and the Company that the work product is a "**work for hire**" as that term is used in the federal Copyright Act. To the extent that any of the work product is not deemed "work for hire," Consultant hereby assigns, grants and conveys and agrees to assign, grant and convey all of Consultant's worldwide right, title and interest in and to such work product and all rights of copyright therein. However, if the work product consists of plans and specifications for physical structures, the Company will indemnify Consultant from any claim for property damage or personal injury arising from the use of the plans and specifications for any purpose other than the purpose for which originally produced.

9. **Company's Intellectual Property**. Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the Company that Consultant is permitted to use in connection with the Services are used by the consent of the Company and shall remain the sole and exclusive properties of the Company or its Affiliates, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

10. **Termination**.

(a) For convenience, the Company may terminate this Agreement or any of the Services of Consultant at any time with or without cause on seven (7) days' prior written notice. Upon receipt of a notice of termination, Consultant shall cease providing the Services as directed by the Company. Commitments for Services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by the Company. If the Company selects an alternate provider of the Services, Consultant shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of the Company's business. Consultant shall in any case be entitled to payment in full for any non-disputed Fees and Reimbursements in connection with all Services it performs until termination of performance has occurred.

(b) This Agreement may be immediately terminated at the election of Company with twenty-four (24) hours written notice to Consultant, upon the occurrence of any of the following events:

(i) Consultant's breach of any covenant or failure to perform any obligation under this Agreement; or

(ii) The failure of Consultant to comply with any statute, law or regulation applicable to Consultant in performing Consultant's Services hereunder.

11. **Confidentiality**. Consultant shall not disclose any Confidential Information to others without the Company's prior written consent. Disclosure to Consultant's employees and other professional advisors who agree to be bound by the terms of this Section is permitted when required in connection with the Services. Upon the conclusion of the Services, Consultant shall return all Confidential Information to the Company or shall certify to the Company that all Confidential Information has been destroyed. In addition, Consultant agrees that ideas or concepts under consideration by the Company and disclosed to or developed by Consultant are confidential and proprietary to the Company and may not be utilized by Consultant for any purpose other than in connection with the Services or disclosed to any third party unless authorized in writing by the Company. Consultant shall not refer to or show the Services provided for Company under this Agreement in any of Consultant's marketing or promotional materials absent Company's prior written approval, which may be withheld in Company's sole and absolute discretion.

Consultant agrees to commit the Consultant Parties to protect the confidential and proprietary nature of these ideas and concepts.

12. **Performance Reviews**. During the Term, Consultant and the Company shall meet as frequently as either party deems necessary to review Consultant's performance of the Services.

13. **Indemnification by Consultant; Exculpatory Clause and Waiver**. Consultant hereby agrees to defend, indemnify, protect and hold harmless the Company and its Affiliates and their respective members, managers, partners, lenders, officers, joint-venturers, directors, affiliates, representatives, agents, shareholders, attorneys and employees, and each of them and their respective successors and assigns (collectively, the "**Owner Parties**") from and against any and all Claims occurring incident to or resulting in whole or in part from, the activities of any of the Consultant Parties in connection with this Agreement; provided however, that this indemnity shall not apply to the extent of Company's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Consultant shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Consultant is carrying and maintaining. In any and all Claims against one or more of the Owner Parties by any employee of any of the Consultant Parties, the indemnification obligation under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant Parties under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. **Waiver**. The failure of either party to require the strict performance of any provisions of the Agreement in any one or more instances, or to exercise its rights hereunder or at law or in equity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

15. **Books and Records**. Consultant agrees that it will maintain records and books of account reflecting all Fees and Reimbursements and other charges invoiced to the Company, including supporting documentation, according to generally accepted accounting principles consistently applied, for a period of at least two (2) years after the Services are completed or terminated, and that the Company shall have the right to inspect and audit such books, records and supporting documentation at Consultant's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Consultant that are directly related to its performance of the Services. If any overcharges are discovered, Consultant agrees to refund promptly the overcharge to the Company, plus interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law.

16. **Supervision**. Consultant shall supervise the performance of subcontractors or support consultants retained by it and when requested to do so those retained by the Company in connection with the Services.

17. **Releases, Licenses and Permits**. Consultant shall obtain all releases, licenses, permits or other authorizations required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third parties that are required for use in performing the Services. The Company shall cooperate with Consultant in obtaining any such release, license, permit, or other authorization.

18. **Insurance**. Consultant and its advisors and support consultants of every tier shall maintain, with companies satisfactory to the Company, any and all insurance which would otherwise be obtained in the course of prudent business practice and shall comply with all terms and conditions thereof. Such insurance shall include, without limitation, the types of insurance in minimum amounts as listed on the Schedule of Insurance attached to this Agreement as Exhibit C. Consultant understands and agrees that Consultant is not covered and may make no claim under any of Company's insurance policies.

19. **Miscellaneous**.

(a) **Notices**. All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, facsimile (with telephonic confirmation of receipt), or certified mail with return receipt requested, to the address of each party given in the Summary of this Agreement and with copies to such other parties as set forth below. Notice given by personal delivery or facsimile shall be effective when received and notices by certified mail shall be effective the third business day after such notice is deposited in the United States mail postage prepaid. Copies of any such notices shall be provided as follows:

IF NOTICE IS TO COMPANY:	IF NOTICE IS TO CONSULTANT:
Las Vegas Redevelopment Agency Attn: June Johns City Hall, 495 S. Main St. 6th Floor Las Vegas, NV 89101 Telephone: 702/229-2062	FFM LLC (DBA Faiss Foley Warren) c/o Melissa Warren 100 N. City Parkway, Suite 750 Las Vegas, NV 89106 Telephone: 702-528-6016

(b) **Independent Contractor**. Consultant is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Services shall be under the complete control and direction of Consultant. Consultant understands and agrees that none of the Consultant Parties are entitled to any of the rights, privileges or benefits established for Company's employees. Consultant understands and agrees that Company will not pay or withhold from any amounts paid to Consultant under this Agreement any income tax, self-employment tax, payroll tax, workers compensation or other similar payments, and all such payments as may be required by law are the sole responsibility of Consultant. No partnership or joint venture is intended or implied by this Agreement.

(c) **Safety**. Consultant shall comply with all safety and loss prevention rules and procedures established at each work site as well as all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Consultant's employees. Consultant shall notify the Company immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur to its employees or subcontractors in connection with this Agreement and shall provide the Company with reports of any injuries and fatalities as the Company shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Consultant's insurers and the agencies having jurisdiction in connection with injuries or fatalities. If the Company determines that Consultant has breached or violated the terms of this Section 19.c., the Company shall have the right to suspend the Services or terminate this Agreement, as the Company shall determine, in its sole discretion, and the Services shall not recommence until and unless the Company is satisfied that the safety provisions will not thereafter be breached or violated. Nothing contained in this Section shall be interpreted as (i) enlarging the Company's legal duty to Consultant or to Consultant's agents, employees, subcontractors, advisors, support consultants or third parties, or (ii) altering the status of Consultant as an independent contractor under this Agreement.

(d) **Assignment**. This Agreement may not be assigned by Consultant, but may be assigned by the Company to an Affiliate, lender, or in connection with a sale of the property which is the subject matter of the Services hereunder.

(e) **Amendment**. This Agreement may be amended only by a written instrument which refers to this Agreement and is executed by each of the parties hereto.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Consultant and the Company.

(g) **Governing Law**. The laws of the city, county and state where the Project is located shall govern and control the construction, interpretation and enforcement of this Agreement, excluding any conflict of law rule which would refer any matter to the laws of any other jurisdiction.

(h) **Non-Discrimination in Employment**. During the Term of this Agreement, neither Consultant nor the other Consultant Parties shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant and the other Consultant Parties shall assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. During the Term of this Agreement, Consultant, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated therein.

(i) **Counterparts.** This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

(j) **Successors.** Subject to the provisions of Section 19(d) above, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming by, through or under any of the respective permitted successors or assigns.

(k) **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(l) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.

(m) **Time of the Essence**. Time is of the essence of this Agreement. Consultant shall prosecute the Services hereunder with diligence and in such a manner as is necessary to complete the Services on or before the completion date or dates specified in the Exhibit(s), it being understood by Consultant this being of the utmost concern and matter to the Company.

(n) **Cumulative Remedies.** All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

20. **Dispute Resolution**. Any dispute or claim between the Company and Consultant relating to or arising out of this Agreement and/or the Services performed by Consultant under this Agreement shall be subject to the provisions of this Section 20.

(a) Company and Consultant shall first submit all claims, disputes and other matters in question arising out of or relating to this Agreement or the actual or alleged breach thereof (collectively, "**Dispute**") to non-binding attempts at mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any legal requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Consultant Parties. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following paragraph.

(b) Except as provided in paragraph (c) below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation of performance or non-performance of this Agreement and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location determined by

Company in the State in which the Project is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars ($100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars ($100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in paragraph (c) below, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by Company and Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if Company is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Consultant, which Company believes involves or may involve Consultant, then Company shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Consultant into the Dispute, arbitration, litigation or other legal or administrative action between Company and such other person(s). Consultant hereby consents to such consolidation. Further, if such dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Consultant agrees to be so bound by such decision. Consultant also agrees to attend and participate fully at any mediation which Company believes involves or may involve Consultant, and to participate equally with other parties in sharing costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Consultant shall continue to perform all obligations under this Agreement, unless terminated by Company as provided herein.

(d) If either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the nonprevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of such attorneys' fees and all cost and disbursements incurred therein and in any mediation respecting the subject matter of such action or proceeding and including any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court, arbiter or mediator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

(e) Each party to this Agreement hereby waives its respective right to a trial by jury.

21. <u>**Acknowledgment and Understanding; Interpretation**</u>. Each of the parties hereto specifically agrees that it has a duty to read this Agreement and agrees that it is charged with notice and knowledge of the terms of this Agreement; that it has in fact read the Agreement and is fully informed and has full notice and knowledge of the terms, conditions and effect of this Agreement; that it has been represented by independent legal counsel of its choice throughout the negotiations prior to its execution of this Agreement and has received the advice of its attorney in entering into this Agreement; and it recognizes that certain of the terms of this Agreement result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. In addition, each party agrees that this Agreement shall not be construed against Company merely because of

Company's involvement in its preparation and the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Agreement. Further, the parties agree that any deletion of language from this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

22. **Compliance with Laws**. Consultant agrees, at its own expense, to comply and to cause the Consultant Parties to comply with all requirements of any existing federal, state and local laws, rules, regulations and requirements ("Legal Requirements") at all pertinent times in connection with the performance of the Services hereunder.

23. **Exhibits**. If there are any terms and conditions contained in any exhibit(s) attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail. All exhibits attached hereto are incorporated herein by this reference.

24. **Conflict of Interest**. Consultant hereby agrees to notify Company and seek Company's approval prior to Consultant's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Consultant's Services under this Agreement. Company may deny any such approval for Consultant's retention set forth above, in the event Company, in Company's sole and absolute discretion, should conclude that such retention would have an adverse affect on Consultant's Services under this Agreement or on the Project generally.

25. **Fair Housing**. Consultant acknowledges that Company and its Affiliates are (i) pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation and (ii) encourage and support community development programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

BALANCE OF PAGE INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

FFM LLC (DBA FAISS FOLEY WARREN) - A LIMITED LIABILITY COMPANY

By:________________________________

Name: Melissa Warren

Title: Managing Partner

COMPANY

LAS VEGAS REDEVELOPMENT AGENCY

By:________________________________

Carolyn G. Goodman, Chair

ATTEST:

____

BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM:

By: [signature]

Date 4-29-14

EXHIBIT A
SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE

Consultant shall fully and faithfully perform all Services reasonably necessary for the Project, including without limitation, the following:

a. Coordinate all consulting activities with Company's designated representative for the Project;

b. Submit a monthly, or more frequently as requested by Company, written status/progress report of all activities conducted by Consultant for the Project; and

c. Perform the services as described on Exhibit "A-1" which is attached hereto and made a part hereof.

d. Estimated date for completion of Services: June 30, 2015

e. With respect to any reports or work product produced under this Agreement, Consultant shall issue any such reports and/or work product to: "Company and any Affiliate or other entity managed, either directly or indirectly, by Company."

[INTENTIONALLY LEFT BLANK]

EXHIBIT A-1

Proposal of Services

2014/15 CITY OF LAS VEGAS ECONOMIC DEVELOPMENT MARKETING INITIATIVE

July 2014 through June 2015

SCOPE OF WORK

April 10, 2014

DELIVERABLES

Projects:

- **Manage, update and maintain content on lvdowntown.com.**
    - Includes
        - Managing and implementing weekly updates (copy writing and image procurement)
        - Developing articles/info to be featured
        - Gathering downtown event information
        - Defining and managing new images/graphics
        - Planning for future pages, revisions to website
        - Supervising Adlava (website development company) on SEO, new pages, updates, technical needs
        - Providing analytics on a monthly basis and as needed for making adjustments to the site

- **Develop and write 12 monthly *Downtown News of Note* e-newsletters.**
    - Includes
        - Researching, interviewing and story development
        - Editing
        - Obtaining images for all stories
        - Obtaining testimonial quotes when possible
        - Production of the e-newsletter (through Constant Contact)
        - Maintaining editorial calendar
        - Updating and management of database
        - Managing, writing and producing up to 6 additional one-article *Downtown News of Note* eblasts
        - Providing analytics on a monthly basis

- **Create of a minimum of 10 social media testimonial videos.**
    - Includes

- Identifying and scheduling subjects
    - Development of questions for subjects and concept for video
    - All tasks re video production – shoot, editing, delivery
    - Helping with placement of video in website, eblasts and/or City social media, as well as FFW social media platforms
    - Providing analysis of video viewership (working with the City re their social media)

- **Manage images, graphic design and photography as needed for the above**
  - Includes
    - Contracting with photographers, graphic designers, etc. on an as-needed basis

- **Negotiate and continue contract with Relocation Resources publication/online platform**
  - Includes
    - All ad placements
    - Copy for online information
    - Negotiating new contract for 2015

Ongoing Administration:

- Meet semimonthly with EUD staff. Maintain ongoing daily/weekly phone and email communications as necessary to advance all projects.

- Provide monthly reports to include milestones achieved, activity updates. Reports to include back-up documentation and timesheets.

- Manage the hard costs and resultant accounting processes, including budget oversight.

TEAM

- FFW Team to be led by Melissa Warren, managing partner FFW and Nancy Higgins, marketing consultant to FFW for this project. Other members of the FFW team involved in these projects include: Marsha MacEachern (video), Daniella Cortez Alvarez (Noteworthy) and others as needed.

MEASUREMENTS

- **Website: lvdowntown.com** – complete website Phase 1 by August, 2014; grow visitation to site on a monthly basis (from 0) with a minimum goal of 2,000 unique visitors to the site by end of contract period; document monthly changes.

- **E-newsletter: Downtown News of Note** – maintain 10,000 subscribers during the changeover from Noteworthy to new e-newsletter; production of 12 monthly e-newsletters, each with multiple stories and articles..
- **Testimonial videos** – produce at least 10 videos; analyze visitors to City You Tube site, lvdowntown.com visitors (who view videos) and FFW You Tube site.
- **Images and photography** – maintain digital library of photos and stay within the budget allotted.
- **Relocation Resources** – continue adding new email addresses to the Downtown News of Note database; negotiate contract rate of no more than 10% increase for calendar 2015 (rate has remained the same for three years).

COMPENSATION

From July 2014 through June 2015, FFW to receive **monthly retainer of $7,500** for services described above. (Nancy Higgins consultant fee included in this retainer.) **$90,000 total for 12-month contract.**

Total hard costs for 12-month period (including FFW video services, a hard cost contingency and a special project contingency) are not-to-exceed **$60,000**. (See attached budget.)

Total FFW contract amount for 12-Month Period: **$150,000.**

EXHIBIT B
Fees and Reimbursements

Fees: Consultant's Billing Rates are attached hereto as Exhibit "B-1" and made a part hereof.

Reimbursements:

1. Out of Pocket Expenses.

   Consultant is to be reimbursed for all reasonable and actual (without mark-up) out-of-pocket expenses directly associated with Consultant's performance of the Services. These services will be reimbursed as part of their consultant contract, including but not limited to:

   a. Media placement

   b. Print production design to include marketing materials, graphic design services, printing, photography, illustration

   c. Website and online development and updating to include website development., updating and maintenance of lvdowntown.com

   d. Social media testimonial videos

   e. Special Projects/Programs (outside defined scope) work and approved by client

   f. Contingency of 6 percent of Hard Cost budget

   Such out-of-pocket expenses shall not exceed $90,000 without Company's prior written approval.

2. Travel Expenses.

   Consultant is to be reimbursed for all reasonable out-of-town travel expenses (without mark-up) directly associated with Consultant's performance of the Services, including, but not limited to [specify dates and trips, if possible]:

   g. Air fare (coach class only);

   h. Ground transportation;

   i. Hotel (business class);

   j. Meals.

   Such out-of-town travel expenses shall not exceed $_0_______ per trip and $_0________ in the aggregate, without Company's prior written approval.

EXHIBIT C

SCHEDULE OF INSURANCE
PROFESSIONAL AND CONSULTING SERVICES AGREEMENT

Consultant shall carry and maintain, and shall cause any and all approved advisors and support consultants to carry and maintain, at all times during the term of this Agreement, and thereafter if so designated hereinafter, at no cost to the Company, the following insurance coverages in amounts not less than those shown below, through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A VIII, and shall comply with all of the provisions in this Schedule of Insurance:

a.	TYPE OF INSURANCE	MINIMUM LIMITS
	I. Workers' Compensation.	Statutory limits complying with the laws of the state in which the project is located during performance by Consultant pursuant to this Agreement), and employer's liability insurance with limits not less than $1,000,000 bodily injury by accident (each accident), $1,000,000 bodily injury by disease (policy limit), and $1,000,000 bodily injury by disease (each employee).
	II. Commercial General Liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Agreement), broad form property damage coverage (including completed operations).	Not less than $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate limit, and $2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater.
	III. Commercial Automobile Liability including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto.	$1,000,000 per accident.
	IV. Professional Liability (Errors and Omissions) to be carried and maintained during the term of the Agreement and for a period of three (3) years thereafter covering liability to Company imposed by law or contract arising out of an error,	$1,000,000 per occurrence and in the aggregate.

	omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting therefrom. Policy shall at all times include a retroactive date no later than the Effective Date.	

b. Waiver of Subrogation. All policies listed under Section a. I, II and III shall be endorsed to provide that each insurer thereunder waives its right of subrogation against or contribution from the Company, its Affiliates, the Project Owner, or any of their insurers.

c. Additional Insureds. The policies listed above under Section a. II & III shall name the Company, its Affiliates and any lender identified by Company as (i) additional insureds under the CGL policy required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to Company, and (ii) as additional insureds under the commercial automobile liability insurance.

d. Primary Coverages. All policies shall be primary insurance for Consultant Parties and the Company, Company's lender(s), the Owner Parties and such other persons and entities as may from time to time be designated by Company. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Consultant Parties and may not contain any exclusionary language or limitations applicable to the additional insureds.

e. Deductibles and Self-Insured Retention. No deductible or self-insured retention shall exceed $50,000 per occurrence for the coverages required above. Consultant may seek written approval by Company of a deductible or self-insured retention exceeding $50,000 per occurrence, which Company may (but is not obligated to) grant in its sole discretion.

f. Verification of Coverage. Prior to commencing the Services, Consultant shall deliver to Company the required endorsements and waivers of subrogation referred to in this Exhibit C, as well as certificates of insurance evidencing the coverages referred to in this Exhibit C. Promptly upon Company's request, Consultant shall deliver to Company a copy of any and all of the insurance policies and other insurance documents required by this Exhibit C. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of Company prior to the expiration of the existing policy or policies.

Permitting Consultant to start or continue services, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Consultant's insurance fails to meet the requirements stated herein, all payments may be held until the deficiency has been resolved.

Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide Company with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Consultant shall, immediately upon receipt, provide Company with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

g. Acceptability of Insurers. All insurance carried in accordance with this Schedule of Insurance shall be provided through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A:VIII.

h. Failure of Compliance with these Provisions. The failure of Consultant to carry and maintain the insurance coverages under this Schedule of Insurance, including, without limitation, the failure to maintain the Professional Liability (Errors and Omissions) during the term the Services are performed and for three (3) years thereafter, shall not be deemed to limit Consultant's liability or in any way limit, modify or otherwise diminish Consultant's indemnification obligations contained in this Agreement. The insolvency, bankruptcy or failure of any insurance company issuing insurance for Consultant, or the failure or refusal of any insurance company to pay claims shall not be held to waive any of the provisions of this Agreement. In the event Consultant fails to carry and maintain the insurance specified herein, the Company may, at its option, but without the obligation to do so, secure such insurance, and the cost thereof, plus a five percent (5%) administrative charge, shall be paid by the Consultant to the Company within ten (10) days after demand from the Company to Consultant, or, at the Company's discretion, offset such amount against any amounts due from the Company to Consultant.

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 <u>**Contracting Entity**</u>	**Block 2** <u>**Description**</u>
Faiss Foley Warren Public Relations	**Subject Matter of Contract/Agreement**
Name Melissa Warren, Managing Partner	**Services for the *PROJECT NAME*** 2014/15 City of Las Vegas Economic Development Marketing Initiative
Address 100 N. City Parkway, Suite 750, LV, NV 89106	
Telephone 702-933-7777	
EIN or DUNS 88-0394166	**RFP#**

Block 3 <u>**Type of Business**</u>

☐ 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.	Melissa Warren	100 N. City Parkway	702-933-7777
~~2.~~	Managing Partner	Suite 750	
2. ~~3.~~	Linda Faiss	Las Vegas, NV	
~~4.~~	President	89106	
3. ~~5.~~	Helen Foley		
~~6.~~	Principal		
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/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: ____________________

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.

MELANIE SESE
Notary Public State of Nevada
No. 98-1494-1
My Appt. Exp. March 12, 2018

Melissa Warren
Name

4/10/14
Date

Subscribed and sworn to before me this 10TH day of

APRIL, 2014

Melanie Sese
Notary Public

DOWNTOWN MARKETING INITIATIVE

FY 2013-2014 ANALYSIS OF MEASUREMENT GOALS AND ACTUAL ACHIEVEMENTS

PRIMARY GOALS AND ACTUALS

Of the seven primary goals, we exceeded five of the seven; achieved exactly as anticipated on the sixth goal and achieved 90% of the seventh goal. .

- **Achieved $4.61 million in publicity ad value.**
  - More than 3 times the goal of $1.5 million.
- **Obtained $389,555 in added value**
  - 11% over the goal of $350K.
- **Earned a 1:16 return on investment**
  - Exceeded goal of minimum 1.6 return on investment.
- **Obtained publicity for 132 businesses**
  - 75% over goal of 75 businesses.
- **Grew subscribers of Noteworthy to 12,647**
  - Goal was to maintain 9K subscribers due to changeover to new eblast which will now occur in 2014.
  - 40% percent increase in subscribers in 2013.
- **Produced 10 social media videos**
  - Met the goal of 10.
- **Obtained 21testimonials from downtown business owners.**
  - Achieved 90% of the goal of 24.

SECONDARY GOALS AND ACTUALS

- Featured 28 businesses in Noteworthy- goal was 24.
- Produced 50 press releases- more than doubled the goal of 24.
- Produced 109 pitches- more than 9 times the goal of 12.
- Updated the Symphony Park media kit once- exactly the goal.
- Shared all of Noteworthy content on social media- exactly the goal.
- Provided downtown news and info via social media daily- including weekends.

City of Las Vegas

Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MAY 21, 2014

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT

SUBJECT:
RA-5-2014 - Discussion for possible action regarding a Resolution finding the project proposed by the Quick Start Program (QSP) Agreement between the City of Las Vegas Redevelopment Agency (RDA) and Proview Series, LLC, (Owner) located at 10 East Charleston Boulevard (APN 162-03-110-074), 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 3 (Coffin) [NOTE: This item is related to Council Item 49 (R-14-2014)]

Fiscal Impact

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

Amount: $50,000
Funding Source: RDA Special Revenue Fund
Dept./Division: Economic and Urban Development/RDA

PURPOSE/BACKGROUND:
Proview Series, LLC, is undertaking interior improvements to the property that include new grease inceptor, fire safety system, ADA bathrooms and energy efficient HVAC system. This QSP Agreement will assist with the cost of improvements to the property located at 10 East Charleston Boulevard. Approval will adopt findings that the QSP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. RA-5-2014
2. Fiscal Impact Analysis Report
3. Public Purpose Impact Analysis
4. Before and After Photos
5. Site Map

RESOLUTION NO. ______

RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START PROGRAM ("QSP") AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND PROVIEW SERIES, LLC AS OWNER 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 QSP 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 Program 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, PROVIEW SERIES , LLC (the "OWNER") is the owner of real property and improvements located at 10 EAST CHARLESTON BOULEVARD, and which parcel is commonly known as APN 162-03-110-074 (the "Site"); and

WHEREAS, PROVIEW SERIES, LLC (the "QSP PARTICIPANT") is the owner of the real property located at 10 EAST CHARLESTON BOULEVARD and is undertaking certain exterior, interior and code compliance improvements to the property in accordance with the Quick Start Program; and

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

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

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

THE FOREGOING RESOLUTION was passed, adopted and approved this __21__ day of ___May______, 2014.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, Chairman

ATTEST:

____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

J. Ponticello ______________ 4/17/14
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this 21 day of May, 2014, 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 PROVIEW SERIES, LLC ("OWNER & 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 Owner & QSP Participant is the owner of certain real property located at 10 E. Charleston in downtown Las Vegas which 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 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 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 ____MAY 21_____________, 2014 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:

__MAY 21__________, 2014.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ____________________________

CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

____

BEVERLY BRIDGES, MMC
Secretary

1800 INDUSTRIAL, LLC

By: ____________________________

Kamran Fouladbakshs
"Owner & QSP Participant

APPROVED AS TO FORM:

____

Counsel to the Agency Date

____

Print Name

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 5	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT SIX (6) AND SEVEN (7) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, ACCORDING TO THE PLAT OF RECORD IN BOOK 1 OF PLATS, AT PAGE 52, ON FILE IN THE OFFICE OF THE RECORDER OF CLARK COUNTY, NEVADA.

Inst #: 201301170000361
Fees: $21.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #003
01/17/2013 08:26:24 AM
Receipt #: 1462572
Requestor:
FIRST AMERICAN TITLE RENO
Recorded By: MAT Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

ATTACHMENT 2

APN# 162-03-110-074

Recording Requested by:
Name: Proview Series 14, LLC
Address: 144 N. Bristol Avenue
City/State/Zip: Los Angeles, CA 90049

2438942

Grant, Bargain And Sale Deed
(Title of Document)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: ______________________
(State specific law)

W. J. Bernard — Title Officer
Signature — Title

W. J. Bernard
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

This Document Is Being Re-Recorded To Correct The Grantee Name.

Inst #: 201212170002992
Fees: $19.00 N/C Fee: $25.00
RPTT: $1912.50 Ex: #
12/17/2012 01:32:56 PM
Receipt #: 1424141
Requestor:
FIRST AMERICAN TITLE RENO
Recorded By: GILKS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN 162-03-110-074
RECORDING REQUESTED BY:
Mail Tax Statements
AND WHEN RECORDED MAIL TO:
Proview
~~Preview~~ Series 14, LLC
144 N. Bristol Avenue
Los Angeles, CA 90049

THIS SPACE FOR RECORDER'S USE ONLY:

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,hereby GRANT(S),

10 E Charleston Blvd., LLC, a Nevada Limited Liability Company

BARGAIN(S), SELL(S) AND CONVEY(S) to:

Proview
~~Preview~~ Series 14, LLC A Nevada limited liability Company

that property in Clark County, Nevada, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 10 E. Charleston Blvd., Las Vegas, NV 89104

APN#: 162-03-110-074

DATE: December 7, 2012

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

APN 162-03-110-074
RECORDING REQUESTED BY:
MAIL TAX STATEMENTS
AND WHEN RECORDED MAIL TO:
PROVIEW
~~Preview~~ Series 14, LLC
144 N. Bristol Avenue
Los Angeles, CA 90049

Recorded Electronically
ID 201212170002992
County Clark
Date 12-17-2012 Time 1:32
Simplifile.com 800.460.5657

THIS SPACE FOR RECORDER'S USE ONLY:

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,hereby GRANT(S),

10 E Charleston Blvd., LLC, a Nevada Limited Liability Company

BARGAIN(S), SELL(S) AND CONVEY(S) to:

Proview
~~Preview~~ Series 14, LLC A Nevada limited liability Company

that property in Clark County, Nevada, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 10 E. Charleston Blvd., Las Vegas, NV 89104

APN#: 162-03-110-074

DATE: December 7, 2012

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

GRANT, BARGAIN, AND SALE DEED - PAGE TWO

GRANTOR'S SIGNATURE:

10 E. Charleston Blvd.., LLC,
a Nevada limited liability company

By: ____________________
Its: MANAGER
Name: STEVEN ANAVIM

STATE OF California)
)SS
COUNTY OF Los Angeles)

On December 11, 2012 before me, Alexandra Maravilla, a Notary Public personally appeared Steven Anavim, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

ALEXANDRA MARAVILLA
Commission # 1954302
Notary Public - California
Los Angeles County
My Comm. Expires Sep 29, 2015

ALEXANDRA MARAVILLA
Commission # 1954302
Notary Public - California
Los Angeles County
My Comm. Expires Sep 29, 2015

EXHIBIT 'A'

LOTS SIX (6) AND SEVEN (7) IN BLOCK SEVEN (7) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, ACCORDING TO THE PLAT OF RECORD IN BOOK 1 OF PLATS, AT PAGE 52, ON FILE IN THE OFFICE OF THE RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Installation of grease intercept	$	38,700
Replace HVAC with more energy efficient units	$	35,500
Replace vanities & toilets with water efficient fixtures (men's & women's restrooms)	$	6,300
ADA Women's and Men's Restrooms	$	28,860
Replace flooring with tile and hardwood floor	$	56,210
Replace all interior electrical fixtures with energy efficient lighting	$	16,880
Install new insulation	$	7,000
Replace drywall	$	16,400
drywall taping	$	4,200
Paint interior	$	8,800
Millwork	$	64,165
Trash	$	6,000
Underground plumbing & domestic water line replacement	$	21,160
Soft demolition and haul away	$	7,200
Common labor and clean up	$	4,890
Retrofit existing fire sprinklers to get code requirement	$	22,340
Fire alarm	$	16,000
Replace existing ceiling with drywall in order to meet fire department code requirements	$	14,815
	$	**375,420**

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 120 days.

Attachment 4 *Please Print Legibly*

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name PROVIEW SERIES, LLC

Mailing Address 11022 SANTA MONICA BLVD STE 230, LOSANGELES, CA 90025

Business Phone 310-914-7777

Tax ID or Social Security Number 45-5130416

Ownership Interest

Estate in Severalty Limited LIABILITY COMPANY   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
KAMRAN FOULADBAKHSH (MANAGER)	1115 S. CASINO CENTER BLVD. STE. 1, LAS VEGAS 89104	702-468-9900

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 QUICK START REAL PROPERTY OWNER CONSENT.

Date of Attached Document JANUARY 28, 2013

Number of pages 2

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 1/28/13

State of CALIFORNIA)
County of LOS ANGELES

This instrument was acknowledged before me on JANUARY 28, 2013 (date) by KAMRAN FOULADBAKHSH (name of person).

Notary Public: A.N. Nwapa-Jourdan

AGNES N. NWAPA-JOURDAN
Commission # 1922867
Notary Public - California
Los Angeles County
My Comm. Expires Jan 26, 2015

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

Please Print Legibly

I, KAMRAN FOULADBAKHSH, 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 PROVIEW SERIES LLC a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 10 E. CHARLESTON BLVD. ("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. KDF (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. KDF (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. KDF (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. KDF (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 28 day of JAN, 2013.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 28TH day of JANUARY, 2013, by KAMRAN FOULADBAKHSH

NOTARY PUBLIC [signature] Nwapa-Jourdan

My Commission Expires: JANUARY 26, 2015

AGNES N. NWAPA-JOURDAN
Commission # 1922867
Notary Public - California
Los Angeles County
My Comm. Expires Jan 26, 2015

City of Las Vegas - FIA Model
Scenario

GENERAL PROJECT INFORMATION

Subject Project Name	10 E. Charleston VIP
Subject Project Address	10 E. Charleston
Parcel Number(s)	162-03-110-074
Located in Redevelopment Area?	Yes
Tax District	203
Fiscal Impact Analysis Period (Years)	5

NEW EMPLOYMENT (FTE)

Will the Subject Project create new direct jobs? (If No, no new service employment.) Yes

Do you have an estimate of how many direct full-time jobs will be created? Yes

	Yes Direct Input
FTE Employment	18

	No Use Multipliers
Industrial (sq. ft.)	
Office (sq. ft.)	
Retail (sq. ft.)	
Casino (sq. ft.)	
Hotel (rooms)	

NEW RESIDENTS

Will the Subject Project be developing housing units? (If No, no new service residents.) No

	Yes Use Multipliers
Single Family	
2/3/4-Plex	
Apartment	
Townhome	
Condominium	

REAL PROPERTY TAX

Will the Subject Project pay real property (secured) taxes? (If No, no fiscal impact.) Yes

Property Tax Abatement Cap Rate: 4.20%

Is the Subject Project's developer applying for TIF assistance? No

Yes (With TIF)		**No** (Without TIF)	
Post Development - New Property Value (Increment):		**Real Property Value:**	
Land		Land	
Current Taxable Value of Vacant Land ($)		Current Taxable Value of Vacant Land ($)	$54,890
Assumed Annual Change in Land Value (%)		Assumed Annual Change in Land Value (%)	0.00%
Improvements		Improvements	
Current Taxable Value of Improvements ($)		Current Taxable Value of Improvements ($)	$108,813
Assumed Annual Change in Improvement Value (%)		Assumed Annual Change in Improvement Value (%)	0.00%
Predevelopment - Original Property Value (Base):			
Base Taxable Value of Land ($)			
Base Taxable Value of Improvements ($)			
Analysis Period (in Fiscal Years):		**Analysis Period (in Fiscal Years):**	
Buildout Year		Buildout Year	2014
Analyze Up To Year		Analyze Up To Year	2019
RDA Expiration Year		RDA Expiration Year (if applicable)	2046
TIF Assistance Negotiated Up To Year			

PERSONAL PROPERTY TAX

Will the Subject Project pay personal property (unsecured) taxes? (If No, no fiscal impact.) No

Current Taxable Value/Acquisition Cost	
Analysis Period (in Fiscal Years):	
Buildout Year	
Analyze Up To Expected Life	
RDA Expiration Year (if applicable)	

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

HOTEL ROOM TAX

Will the Subject Project pay hotel room taxes? (If No, no fiscal impact.) No

Annual Hotel Room Taxable Receipts ($)	
Does the hotel have less than 75 rooms?	
Is the hotel located inside the Special Improvement District?	
Is the hotel part of the Fremont Street Experience?	

GAMING LICENSE FEES

Will the Subject Project pay gaming licensing fees? (If No, no fiscal impact.) No

	Gaming Unit Count
Bridge, Whist, Solo	
Chemin De Fer (Baccarat)	
Crap Tables	
Sports Pool (not including Race Books)	
Bingo	
Panguingue	
Race Book	
Keno	
Roulette, "21," Hazard, Faro Bank, Wheel of Fortune, Big 6 Wheel	
Slot Machines	
Stud Poker and Draw Poker	
Any Other Game	

Number of Bingo player chairs

CONSOLIDATED TAX

Will there be a transfer of property? (If No, no fiscal impact.) No

Total Value/Sales Price of Property ($)	
Percent Taxable	

Are the construction material & equipment purchases subject to sales & use tax? (If No, no impact.) Yes

Total Taxable Construction Materials, Equipment & Furnishings Cost	$274,683

Will there be a retail and/or food & beverage component operating at the Subject Project? (If No, no impact.) Yes

Annual Taxable Retail Sales	$0
Annual Taxable F&B Sales	$25,000,000

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Scenario Results Summary Report
Subject Project: 10 E. Charleston VIP

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

New Service Population

Residents	0
Employment (FTE)	18

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	$1,600
Subtotal		**$1,600**
Non Per Capita Revenues:		
Property Tax (Ad Valerom) Revenues:		
Real Property		$380
Personal Property		$0
Hotel Room Tax Revenues		$0
City Gaming License Fee Revenues		$0
Consolidated Tax Revenues		$154,800
Subtotal		**$155,180**
Annual Total		**$156,780**

General Fund Expenditures

Per Capita Expenditures:		
$667	per New Service Resident	$0
$307	per New Service Employee	$5,530
Annual Total		**$5,530**

Net Fiscal Impact to City of LV General Fund	**$151,250**
Annual Total	**$151,250**
Analysis Period Cumulative Total: (5 years)	**$756,250**

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Scenario Results Summary Report
Subject Project: 10 E. Charleston VIP

Additional Tax Revenues - To Redevelopment Agency	
Annual Property Tax Revenues [1]	$720

Construction Phase: One-Time/Non-Recurring Tax Revenue	
Fiscal Impact to City of LV General Fund Revenues	
One-Time Consolidated Tax Revenues	$1,700

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.

City of Las Vegas - FIA Model
Appendix Tables
Subject Project: 10 E. Charleston VIP

Per Capita Tables:

Annual General Fund Expenditure per Capita
Annual General Fund Revenue per Capita

Non Per Capita Tables:

Annual Real Property Tax Revenues (Non TIF Scenario)
Annual Real Property Tax Revenues (TIF Scenario)
Annual Personal Property Tax Revenues
Annual Hotel Room Tax Revenues
Annual City Gaming License Fee Revenues
One-Time & Annual Consolidated Tax Revenues

City of LV Economic, Demographic, Real Estate and Tax Rate Data

BuiltIn Data

City of Las Vegas - FIA Model
Annual General Fund Expenditure per Capita
Subject Project: 10 E. Charleston VIP

Existing Service Population	
Residents	594,294
Employment (FTE)	192,668

Per Capita Costs (Expenditures)

Governmental Functions	General Purpose Funds	% of Funds Variable [1]	Net Variable General Purpose Funds	Costs Attributed to Residential	Costs Attributed to Nonresidential	Costs - per Existing Service Resident	Costs - per Existing Service Employee
				87.0%	13.0%		
General Government	$57,022,893	100%	$57,022,893	$49,614,165	$7,408,728	$83	$38
Judicial	$24,293,978	100%	$24,293,978	$21,137,571	$3,156,407	$36	$16
Public Safety	$306,897,056	100%	$306,897,056	$267,023,301	$39,873,755	$449	$207
Public Works	$12,769,310	100%	$12,769,310	$11,110,251	$1,659,059	$19	$9
Health	$3,458,350	100%	$3,458,350	$3,009,022	$449,328	$5	$2
Culture & Recreation	$47,518,162	100%	$47,518,162	$41,344,341	$6,173,821	$70	$32
Economic Development & Assistance	$3,602,635	100%	$3,602,635	$3,134,561	$468,074	$5	$2
Transit Systems	$0	100%	$0	$0	$0	$0	$0
Subtotal - Total Expenditures	$455,562,384	-	$455,562,384	$396,373,211	$59,189,173	$667	$307
Operating Transfers Out [2]	$13,213,000	-	-	-	-	-	-
Total Expenditures	$468,775,384	100%	$455,562,384	$396,373,211	$59,189,173	$667	$307

Notes: [1] Percent of funds variable is the share of General Purpose Funds expected to vary (i.e., not fixed) as a result of growth changes in development.

[2] Non per capita expenditure. Excluded from pro rata of cost per existing service resident/employee.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Annual General Fund Revenue per Capita
Subject Project: 10 E. Charleston VIP

Existing Service Population

Residents	594,294
Employment (FTE)	192,668

Per Capita Revenues

Revenue Sources	General Purpose Funds	Revenues Attributed to Residential	Revenues Attributed to Nonresidential	Revenue - per Existing Service Resident	Revenue - per Existing Service Employee
		87.0%	13.0%		
Property Tax (Ad Valorem) [1]	$77,640,000	-	-	-	-
Room Tax [1]	$1,936,402	-	-	-	-
Total Licenses & Permits (less City Gaming License Fees)	$70,846,790	$61,641,985	$9,204,805	$104	$48
City Gaming License Fees [1]	$3,475,000	-	-	-	-
Intergovernmental Revenues - Consolidated Tax [1]	$232,500,000	-	-	-	-
Intergovernmental Revenues - Non-consolidated Tax	$3,603,500	$3,135,313	$468,187	$5	$2
Total Charges for Services	$34,061,234	$29,635,811	$4,425,423	$50	$23
Total Fines & Forfeits	$19,589,000	$17,043,889	$2,545,111	$29	$13
Total Miscellaneous	$4,080,000	$3,549,904	$530,096	$6	$3
Subtotal - Revenue All Sources	$447,731,926	$115,006,903	$17,173,621	$194	$89
Total Other Financing Sources [2]	$10,729,870	-	-	-	-
Total Revenues	$458,461,796	$115,006,903	$17,173,621	$194	$89

Notes: [1] *Non per capita revenue source. Calculated separately.*

[2] *Non per capita revenue source. Excluded from pro rata of revenue per existing service resident/employee.*

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Annual Real Property Tax Revenues (Non TIF Scenario)
Subject Project: 10 E. Charleston VIP

Tax District: 203

Located in Redevelopment Area? Yes ☑ No ☐

Applying for Tax Increment Financing Assistance? Yes ☐ No ☑

			1	2	3	4	5	6
Fiscal Year		RDA Active?	Current Taxable Value of Land	Plus: Assumed Annual Change in Land Value	Current Taxable Value of Improvements [1]	Plus: Assumed Annual Change in Improvements	Less: Annual Depreciation	Taxable Value Total
				0.00%		0.00%	-1.50%	
2014	Year 1	Y	$54,890		$108,813		$0	$163,703
2015	Year 2	Y	$54,890		$108,813		($1,632)	$162,071
2016	Year 3	Y	$54,890		$108,813		($1,632)	$162,071
2017	Year 4	Y	$54,890		$108,813		($1,632)	$162,071
2018	Year 5	Y	$54,890		$108,813		($1,632)	$162,071
2019	Year 6	Y	$54,890		$108,813		($1,632)	$162,071

Notes: [1] Construction costs used in this analysis may not be consistent with Marshall & Swift data used by the Clark County Assessor's office to estimate taxable value of improvements.

[2] Analysis factors in assumed annual increases in taxable values and decreases from depreciation.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Tax Rate (every per $100):	Combined Rate	City of LV Apportionment	RDA Apportionment
203	3.2782	0.6695	1.2647
200	3.2782	1.0565	0.0000
Abatement Cap	4.20%		

7	8	9	10	11	12	13	14	15
Assessed Value Total	Real Property Tax Rate	City of LV Apportionment of Tax Rate	RDA Apportionment of Tax Rate	Real Property Revenues	Abatement Cap Reduction	Real Property Revenues Net Abatement Cap	City of LV Revenue Apportionment	RDA Revenue Apportionment
35.00%								
$57,296	3.2782	0.6695	1.2647	$1,878	$0	$1,878	$384	$725
$56,725	3.2782	0.6695	1.2647	$1,860	$0	$1,860	$380	$717
$56,725	3.2782	0.6695	1.2647	$1,860	$0	$1,860	$380	$717
$56,725	3.2782	0.6695	1.2647	$1,860	$0	$1,860	$380	$717
$56,725	3.2782	0.6695	1.2647	$1,860	$0	$1,860	$380	$717
$56,725	3.2782	0.6695	1.2647	$1,860	$0	$1,860	$380	$717
			Analysis Period Total:	$11,176	$0	$11,176	$2,282	$4,312
			Analysis Period Annual Average [2]:	$1,863	$0	$1,863	$380	$719

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City of Las Vegas - FIA Model
Annual Real Property Tax Revenues (TIF Scenario)

Subject Project: 10 E. Charleston VIP

Base Rates

Tax Rate (per every $100):	Combined Rate	City of LV Apportionment	RDA Apportionment
200	3.2782	1.0565	0.0000

Tax District 203

Located in Redevelopment Area? Yes ☑ No ☐

Applying for Tax Increment Financing Assistance? Yes ☐ No ☑

				1	2	3	4	5	6	7	8	9	10
				Predevelopment - Original Property Value (Base)									
Fiscal Year		RDA Active?	TIF?	Base Taxable Value of Land	Base Taxable Value of Improvements	Taxable Value Total	Assessed Value Total	Base Real Property Combined Tax Rate	Base City of LV Apportionment of Tax Rate	Base RDA Apportionment of Tax Rate	Base Real Property Revenues	Base City of LV Apportionment of Revenue	Base RDA Apportionment of Revenue
							35.00%						
Base		*N*	*N*	*$0*	*$0*	*$0*	*$0*						
0	Year 1	Y	N	$0	$0	$0	$0	3.2782	1.0565	0.0000	$0	$0	$0

Notes: [1] Construction costs used in this analysis may not be consistent with Marshall & Swift data used by the Clark County Assessor's office to estimate taxable value of improvements.
[2] Actual calculation of "incremental" value is district-wide (based on the total increase in a district's value, rather than investments on individual parcels). Thus, the estimate of revenues generated from the incremental value for this scenario would benefit the RDA to the extent that values of the balance of parcels in the district do not decrease.
[3] Up to but no more than 50% of the RDA Increment revenue would be available to a developer as a rebate for qualifying years.
[4] Analysis factors in assumed annual increases in taxable values and decreases from depreciation.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Incremental Rates

Tax Rate (per every $100):	Combined Rate	City of LV Apportionment	RDA Apportionment
TIF	3.2798	0.2950	2.5046
203	3.2782	0.6695	1.2647
200	3.2782	1.0565	0.0000
Abatement Cap	4.20%		

Post Development - New Property Value (Increment)

11	12	13	14	15	16	17	18	19	20	21	22
Current Taxable Value of Land	Plus: Assumed Annual Change in Land Value	Current Taxable Value of Improvements [1]	Plus: Assumed Annual Change in Improvements	Less: Annual Depreciation	Taxable Value Total	Assessed Value Total	Assessed Value Above Base (Increment) [2]	Incremental Real Property Combined Tax Rate	Incremental City of LV Apportionment of Tax Rate	Incremental RDA Apportionment of Tax Rate	Incremental Real Property Revenues
	0.00%		0.00%	-1.50%		35.00%					
$0		$0		$0	$0	$0	$0	3.2798	0.2950	2.5046	$0

23	24	25	26	27	28	29	30
						Fiscal Impact [2]	
Abatement Cap Reduction	Incremental Real Property Revenues Net Abatement Cap	Incremental City of LV Revenue Apportionment	Incremental RDA Revenue Apportionment	Housing Set-Aside	Increm. RDA Apportionment Less: Housing Set-Aside [3]	Total (Base + Incremental) City of LV Apportionment	Total (Base + Incremental) RDA Apportionment Less Housing Set-Aside
				18.00%			
$0	$0	$0	$0	$0	$0	$0	$0
					Analysis Period Total:	$0	$0
					Analysis Period Annual Average [4]:	$0	$0

City of Las Vegas - FIA Model
Annual Personal Property Tax Revenues
Subject Project: 10 E. Charleston VIP

Tax District 203

Analyzed Up To Expected Life 0

Located in Redevelopment Area? Yes ☑ No ☐

Tax Rate (per every $100):	Combined Rate	City of LV Apportionment	RDA Apportionment
203	3.2782	0.6695	1.2647
200	3.2782	1.0565	0.0000

Fiscal Year		RDA Active?	Taxable Value/ Acquisition Cost	Depreciation Conversion Factor	Estimated Taxable Value Total	Estimated Assessed Value Total	Personal Property Tax Rate	City of LV Apportionment of Tax Rate	RDA Apportionment of Tax Rate	Personal Property Revenues	City of LV Revenue Apportionment	RDA Revenue Apportionment
						35.0%						
0	Year 1	Y	$0	0.0000	$0	$0	3.2782	0.6695	1.2647	$0	$0	$0
									Analysis Period Total:	$0	$0	$0
									Analysis Period Annual Average [1]:	$0	$0	$0

Note: [1] Analysis factors in assumed annual increases in taxable values and decreases from depreciation.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Annual Hotel Room Tax Revenues
Subject Project: 10 E. Charleston VIP

Does the establishment have less than 75 rooms?	Yes ☐	No ☑
Is the establishment located in the Special Improvement District?	Yes ☐	No ☑
Is the establishment part of the Fremont Street Experience?	Yes ☐	No ☑

		Revenue
Annual Hotel Room Taxable Receipts		$0
Combined Tax Rate		13.00%
Hotel Room (Transient Lodging) Tax Revenue		$0
Apportionment of Revenues	**Tax Rate**	
Apportionment to City of LV	1.00%	$0
Apportionment to Other Entities	12.00%	$0

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Annual City Gaming License Fee Revenues [1]
Subject Project: 10 E. Charleston VIP

Gaming Machine/Game/Device	Subject Project Gaming Unit Count	Semi-Annual Tax Rate (per machine/game/device)	Annual City Gaming License Revenues
Bridge, Whist, Solo	0	$30	$0
Chemin De Fer (Baccarat)	0	$500	$0
Crap Tables	0		
For one table		$300	$0
For each table over one		$500	$0
Sports Pool (not including Race Books)	0	$200	$0
Bingo	0	$150	$0
plus $ for each chair provided for players	0	$3	$0
Panguingue	0	$60	$0
Race Book	0	$800	$0
Keno	0	$600	$0
Roulette, "21," Hazard, Faro Bank, Wheel of Fortune, Big 6 Wheel	0	$300	$0
Slot Machines	0		
Establishment with five or less, each machine		$50	$0
Establishment with more than five, each machine		$60	$0
Stud Poker and Draw Poker	0	$100	$0
Any Other Game	0	$100	$0
Total City Gaming License Fee Revenues			**$0**

Note: [1] Analysis considers the City-County Gaming Tax only; excludes other gaming taxes and fees (including County Gaming Fees, Gross Gaming Revenue Fee, Pari-mutuel Wagering Tax, Race Wire License Fee, Slot License Fees, State Game Licenses, etc.)

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
One-Time Consolidated Tax Revenues
Subject Project: 10 E. Charleston VIP

Construction Phase (Non-Recurring Tax Revenue)	
Real Property Transfer Tax	
Total Value/Sales Price of Property	$0
Percent Taxable	0.00%
Combined Tax Rate	$2.55
Combined Tax Multiplier (per every $500 of value)	0.0051
Real Property Transfer Tax Revenue	**$0**
Apportionment of Real Property Transfer Tax Revenues	
Estimated City of LV Tax Multiplier (per every $500 of value)	0.0003
Estimated Real Property Transfer Tax Revenue Apportionment to City of LV	$0
Sales & Use Tax on Construction Material & Equipment Purchases	
Total Taxable Construction Material & Equipment Cost	$274,683
Clark County Combined Sales & Use Tax Rate	8.10%
Total Sales Tax Revenue	**$22,249**
Apportionment of Sales & Use Tax Revenues	
Estimated Sales & Use Tax Rate (%) Apportionment to City of LV	0.62%
Estimated Sales & Use Tax Revenue ($) Apportionment to City of LV	$1,701
Consolidated Tax Revenues Total	
Estimated Consolidated Tax Revenue ($) Apportionment to City of LV [1]	$1,701
Estimated Consolidated Tax Revenue ($) Apportionment to Other Entities	$20,549
Total Consolidated Tax Revenue	$22,249

Note: [1] The C-Tax is comprised of six taxes—the Basic City-County Relief tax and Supplemental City-County Relief tax (which are the Sales & Use taxes); Real Property Transfer; Cigarette; Liquor and Motor Vehicle. The analysis assesses the first three only, but notes additional revenues may be generated from cigarette, liquor and motor vehicle taxes.

City of Las Vegas - FIA Model
Annual Consolidated Tax Revenues
Subject Project: 10 E. Charleston VIP

Operations Phase (Recurring Tax Revenue)	
Sales & Use Tax on Retail and Food & Beverage Sales	
Annual Taxable Retail Sales	$0
Annual Taxable F&B Sales	$25,000,000
Total Annual Taxable Sales Value	$25,000,000
Clark County Combined Sales & Use Tax Rate	8.10%
Total Annual Sales & Use Tax Revenue	**$2,025,000**
Apportionment of Sales & Use Tax Revenues	
Estimated Sales & Use Tax Rate (%) Apportionment to City of LV	0.62%
Estimated Sales & Use Tax Revenue ($) Apportionment to City of LV	$154,797
Consolidated Tax Revenues Total	
Estimated Consolidated Tax Revenue ($) Apportionment to City of LV [1]	$154,797
Estimated Consolidated Tax Revenue ($) Apportionment to Other Entities	$1,870,203
Total Consolidated Tax Revenue	$2,025,000

Note: [1] The C-Tax is comprised of six taxes—the Basic City-County Relief tax and Supplemental City-County Relief tax (which are the Sales & Use taxes); Real Property Transfer; Cigarette; Liquor and Motor Vehicle. The analysis assesses the first three only, but notes additional revenues may be generated from cigarette, liquor and motor vehicle taxes.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Built-In Variables
Subject Project: 10 E. Charleston VIP

[1] Population Multipliers

	Single Family	2/3/4-Plex	Apartment	Townhome	Condominium
City of LV Population	369,523	17,609	122,984	26,270	46,865
City of LV Occupied Housing Units	133,568	6,102	46,367	10,290	17,313
City of LV Residents per Household	2.767	2.886	2.652	2.553	2.707

Source: Clark County Comprehensive Planning Department.
As of: August 2012.

[2] Employment Multipliers

	Multiplier	
Industrial (sq. ft.)	550	SF/employee
Office (sq. ft.)	250	SF/employee
Retail (sq. ft.)	400	SF/employee
Casino (sq. ft.)	1,000	SF/employee
Hotel (rooms)	1.0	employees/room

Source: City of Las Vegas.
As of: RDA Year in Review report FY 2011.

[3] Existing Population & Employment

	Year	Count	Source
Population			
Population in City of LV	2012	594,294	CCCPD
Employment			
Employment in City of LV	2012	228,010	RDA Factsheet
% of Part-time Workers		31%	DETR
% of Full time Workers		69%	
Part Time (weight = 0.5)		35,342	
Full Time (weight = 1.0)		157,327	
Full Time Equivalent (FTE) Employment in City of LV		192,668	

Sources: Clark County Comprehensive Planning Department; City of Las Vegas; Nevada Dept. of Employment, Training & Rehab.
As of: August 2012.

[4] New Residents & Employment - Calculations

Residential	New Dwelling Units	Population Multipliers	New Service Residents
Single Family	0	2.767	0
2/3/4-Plex	0	2.886	0
Apartment	0	2.652	0
Townhome	0	2.553	0
Condominium	0	2.707	0
Total New Residents	0		0

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Built-In Variables

Subject Project: 10 E. Charleston VIP

Nonresidential	New Sq. Ft. or Rooms	% Occupied	Occupied Space	Employment Multipliers	New Service Employment
Industrial (sq. ft.)	0	90.0%	0	550	0
Office (sq. ft.)	0	90.0%	0	250	0
Retail (sq. ft.)	0	90.0%	0	400	0
Casino (sq. ft.)	0	100.0%	0	1000	0
Hotel (rooms)	0	87.3%	0	1	0
Total Nonresidential					0
% of Part-time Workers					*31%*
% of Full time Workers					*69%*
FTE Employment					0

[5] Real Property Valuation - Secured Tax Roll, by Land Use Categories

	Residential	Industrial	Commercial	Total
City of LV Net Assessed Values	8,636,964,634	144,507,397	2,416,147,669	11,197,619,700
City of LV Land Parcels	182,033	405	5,452	187,890

Source: Clark County Assessor.
As of: August 2012.

[6] Distribution of General Fund Expenditures/Revenues Attributable to Nonresidential/Residential Uses - Calculations

	Residential	Nonresidential
City of LV Shares of Net Assessed Values	77.1%	22.9%
City of LV Shares of Land Parcels	96.9%	3.1%
City of LV Adjusted (blended) Shares of Nonresidential/Residential Values	87.0%	13.0%

[7] City of Las Vegas Final Budget
Expenditures by Function and Activity

FY 2013	Salaries & Wages	Employee Benefits	Services & Supplies	Capital Outlay	General Purpose Funds	% Funds Variable [1]	Net Variable General Purpose Funds
City Council	1,345,350	841,280	915,102	0	3,101,732	100%	3,101,732
City Clerk	0	0	720,768	0	720,768	100%	720,768
City Manager	990,080	752,470	246,305	0	1,988,855	100%	1,988,855
Communications	1,420,104	1,058,040	780,808	0	3,258,952	100%	3,258,952
Administrative Services	1,069,720	782,970	1,136,081	0	2,988,771	100%	2,988,771
City Clerk	1,218,671	912,310	1,012,912	0	3,143,893	100%	3,143,893
City Attorney	2,008,120	1,520,270	596,071	0	4,124,461	100%	4,124,461
Human Resources	1,471,020	1,117,970	568,990	0	3,157,980	100%	3,157,980
Finance & Business Services	2,205,650	1,668,710	1,008,507	0	4,882,867	100%	4,882,867
Purchasing & Contracts	1,303,138	990,410	330,906	0	2,624,454	100%	2,624,454
Internal Audit	529,980	391,200	138,121	0	1,059,301	100%	1,059,301
Special Events	138,610	97,140	50,000	0	285,750	100%	285,750
Planning & Development	4,027,206	3,051,860	1,083,190	0	8,162,256	100%	8,162,256
Information Technologies	4,060,934	3,086,350	1,580,416	0	8,727,700	100%	8,727,700
Purchasing & Contracts	0	0	0	0	0	100%	0
Facilities Management	258,970	196,820	511,710	0	967,500	100%	967,500
Operations & Maintenance Administration	296,090	225,040	38,056	0	559,186	100%	559,186
Graffiti Response	916,427	681,740	357,853	0	1,956,020	100%	1,956,020
Nondepartmental	0	0	5,312,447	0	5,312,447	100%	5,312,447
General Government	**23,260,070**	**17,374,580**	**16,388,243**	**0**	**57,022,893**	**100%**	**57,022,893**

City of Las Vegas - FIA Model
Built-In Variables

Subject Project: 10 E. Charleston VIP

Municipal Courts	9,198,129	6,987,370	3,740,959	0	19,926,458	100%	19,926,458
City Attorney-Criminal Division	1,864,555	1,417,070	585,895	0	3,867,520	100%	3,867,520
Public Defender	0	0	500,000	0	500,000	100%	500,000
Alternative Sentencing & Education	0	0	0	0	0	100%	0
Judicial	**11,062,684**	**8,404,440**	**4,826,854**	**0**	**24,293,978**	**100%**	**24,293,978**
Metropolitan Police Department	0	0	116,207,434	0	116,207,434	100%	116,207,434
City Marshals	4,295,870	3,960,750	1,012,395	0	9,269,015	100%	9,269,015
Fire & Rescue	53,002,827	43,144,990	14,995,888	0	111,143,705	100%	111,143,705
Detention & Correctional Services	19,688,911	16,952,820	12,251,513	0	48,893,244	100%	48,893,244
Building & Safety	2,921,310	2,215,280	1,114,523	0	6,251,113	100%	6,251,113
Neighborhood Response	0	0	0	0	0	100%	0
Traffic Engineering	5,198,424	3,937,850	5,991,271	5,000	15,132,545	100%	15,132,545
Public Safety	**85,107,342**	**70,211,690**	**151,573,024**	**5,000**	**306,897,056**	**100%**	**306,897,056**
Public Works Administration	340,710	258,940	213,056	0	812,706	100%	812,706
Engineering & Planning	4,614,291	3,506,890	1,412,181	0	9,533,362	100%	9,533,362
Right of Way	489,799	372,240	80,142	0	942,181	100%	942,181
Street Maintenance	561,860	427,030	492,171	0	1,481,061	100%	1,481,061
Public Works	**6,006,660**	**4,565,100**	**2,197,550**	**0**	**12,769,310**	**100%**	**12,769,310**
Animal Care & Control	721,875	469,860	2,101,615	0	3,293,350	100%	3,293,350
Woodlawn Cemetery	0	0	150,000	0	150,000	100%	150,000
Communicable Disease Control	0	0	15,000	0	15,000	100%	15,000
Health	**721,875**	**469,860**	**2,266,615**	**0**	**3,458,350**	**100%**	**3,458,350**
Administration	1,331,867	1,009,580	702,041	0	3,043,488	100%	3,043,488
Cultural Affairs	1,780,848	1,156,990	2,200,923	0	5,138,761	100%	5,138,761
Recreation & Adaptive Programming	5,276,422	2,577,730	8,413,812	0	16,267,964	100%	16,267,964
Parks & Open Spaces	6,466,755	4,914,720	8,667,671	0	20,049,146	100%	20,049,146
Senior Citizen Activities	1,067,565	811,350	1,139,888	0	3,018,803	100%	3,018,803
Culture & Recreation	**15,923,457**	**10,470,370**	**21,124,335**	**0**	**47,518,162**	**100%**	**47,518,162**
Business Development	0	0	1,801,892	0	1,801,892	100%	1,801,892
Neighborhood Services	705,380	521,350	574,013	0	1,800,743	100%	1,800,743
Rapid Response	0	0	0	0	0	100%	0
Economic Development & Assistance	**705,380**	**521,350**	**2,375,905**	**0**	**3,602,635**	**100%**	**3,602,635**
Transportation Services	0	0	0	0	0	100%	0
Transit Systems	**0**	**0**	**0**	**0**	**0**	**100%**	**0**
Subtotal - Total Expenditures	**142,787,468**	**112,017,390**	**200,752,526**	**5,000**	**455,562,384**	**100%**	**455,562,384**
Multipurpose SRF	-	-	-	-	4,833,000	n/a	n/a
SID Administration SRF	-	-	-	-	80,000	n/a	n/a
Parks & Leisure Activities CPF	-	-	-	-	0	n/a	n/a
Special Assessments CPF	-	-	-	-	0	n/a	n/a
Debt Service Fund	-	-	-	-	7,100,000	n/a	n/a
Municipal Golf Course EF	-	-	-	-	1,200,000	n/a	n/a
Operating Transfers Out					**13,213,000**	**n/a**	**n/a**
Total Expenditures	**142,787,468**	**112,017,390**	**200,752,526**	**5,000**	**468,775,384**	**100%**	**455,562,384**

Notes: [1] Percent of funds variable is the share of General Purpose Funds expected to vary as a result of growth changes in developments' (i.e., demand for services).
Conversely, the remaining share of funds is fixed (expected to remain the same regardless of new development).
Source: City of Las Vegas.
As of: May 2012 (FY 2013 City of LV Final Budget reports, Form 10).

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Built-In Variables

Subject Project: 10 E. Charleston VIP

[8] City of Las Vegas Final Budget
Revenues by Source

FY 2013	General Purpose Funds
Property Tax (Ad Valorem)	77,640,000
Room Tax	1,936,402
Total Taxes	**79,576,402**
Business Licenses	14,500,000
Liquor Licenses	2,070,500
City Gaming Licenses	3,475,000
Franchise Fees	53,243,940
Animal Permits	208,075
Building Permits	570,475
Offsite Permits	250,000
Miscellaneous Permits	3,800
Total Licenses & Permits	**74,321,790**
State Shared Revenue:	
Consolidated Tax	232,500,000
Other State Revenues	0
Local Government Revenues:	
County Gaming Licenses (City Share)	3,415,000
Other Local Government Revenues	88,500
Other Local Units Payments in Lieu of Taxes	100,000
Total Intergovernmental Revenues	**236,103,500**
General Government	6,506,962
Judicial	9,179,865
Public Safety	12,958,299
Public Works	2,917,956
Health	15,000
Culture & Recreation	2,440,603
Economic Development & Assistance	42,549
Total Charges for Services	**34,061,234**
Court Fines	18,789,000
Forfeited Bail	800,000
Total Fines & Forfeits	**19,589,000**
Interest Earnings	800,000
Rentals	2,080,000
Contributions & Donations	112,000
Other Fees, Charges & Reimburse	1,088,000
Total Miscellaneous	**4,080,000**
Subtotal - Revenue All Sources	**447,731,926**
Other Financing Sources:	
Multipurpose SRF	124,280
HUD SRF	85,590
Fire Safety Initiative SRF	9,520,000
Fiscal Stabilization SRF	0
City Facilities CPF	1,000,000
Sanitation EF	0
Automotive Operations ISF	0
Liability Insurance & Prop Damage ISF	0
City Facilities ISF	0
Sale of Fixed Assets	0
Total Other Financing Sources	**10,729,870**
Total Revenues	**458,461,796**

Source: City of Las Vegas.
As of: May 2012 (FY 2013 City of LV Final Budget reports, Form 8).

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Built-In Variables
Subject Project: 10 E. Charleston VIP

[9] Real & Personal Property Tax Rates

Not TIF - Tax Rates

		Without Redevelopment				With Redevelopment			
		CLV	CLV Libr.	CLV LVMPD	CLV Artesian	CLV RDA	CLV RDA Libr.	CLV RDA Libr. Artesian	CLV RDA LVMPD
FY 2013	Apportionment	200	206	208	210	203	204	207	212
Clark County Capital	Clark County	0.0500	0.0500	0.0500	0.0500	0.0246	0.0123	0.0500	0.0361
Clark County Debt	Clark County	0.0129	0.0129	0.0129	0.0129	0.0063	0.0032	0.0052	0.0093
Clark County Family Court	Clark County	0.0192	0.0192	0.0192	0.0192	0.0094	0.0047	0.0077	0.0139
Clark County General Operating	Clark County	0.4470	0.4470	0.4470	0.4470	0.2198	0.1102	0.1790	0.3229
County School Debt (Bonds)	CCSD	0.5534	0.5534	0.5534	0.5534	0.5162	0.4983	0.5095	0.5331
County School Maintenance & Operation	CCSD	0.7500	0.7500	0.7500	0.7500	0.3688	0.1850	0.3003	0.5417
Indigent Accident Fund	NV Accident Indigent	0.0150	0.0150	0.0150	0.0150	0.0074	0.0037	0.0060	0.0108
Las Vegas City	City of LV	0.6765	0.6765	0.6765	0.6765	0.3327	0.1668	0.2709	0.4887
Las Vegas City Fire Safety	City of LV Fire Safety	0.0950	0.0950	0.0950	0.0950	0.0950	0.0950	0.0950	0.0950
Las Vegas Redevelopment Area No.20X	City of LV RDA	0	0	0	0	1.2647	1.8748	1.4922	0.6910
LV/Clark County Library	LV / Clark County Libr.	0.0942	0.0942	0.0942	0.0942	0.0463	0.0232	0.0377	0.0680
LVMPD Emergency 911	LV Metro 911 System	0.0050	0.0050	0	0	0.0025	0.0012	0.0020	0.0036
LVMPD Manpower Supplement LV	LV Metro Manpower	0.2800	0.2800	0.2800	0.2800	0.2393	0.2197	0.2320	0.2578
Medical Asst to Indigent Persons	Clark County	0.1000	0.1000	0.1000	0.1000	0.0492	0.0247	0.0400	0.0722
State Cooperative Extension	Clark County	0.0100	0.0100	0.0100	0.0100	0.0049	0.0025	0.0040	0.0072
State of Nevada	NV General	0.1700	0.1700	0.1700	0.1700	0.0910	0.0529	0.0768	0.1268
Combined Tax Rate		3.2782	3.2782	3.2732	3.2732	3.2782	3.2782	3.2782	3.2782
	City of LV Apportionment	1.0565	1.0565	1.0515	1.0515	0.6695	0.4827	0.5999	0.8451
	RDA Apportionment	0.0000	0.0000	0.0000	0.0000	1.2647	1.8748	1.4922	0.6910
	Other Apportionment	2.2217	2.2217	2.2217	2.2217	1.3440	0.9207	1.1861	1.7421

Source: Clark County Treasurer.
As of: FY 2012-2013 Tax Rate.

TIF - Tax Rates

FY 2013	In RDA Operating Rate	Debt Rate	Total Rate	RDA Apportionment	Non RDA Apportionment
City of LV	0.6765		0.6765	0.6765	0.0000
Clark County	0.6262	0.0129	0.6391	0.6391	0.0000
LV / Clark County Library District	0.0942		0.0942	0.0942	0.0000
CCSD	0.7500	0.5534	1.3034	0.8232	0.4802
City of LV Fire Safety Initiative	0.0950		0.0950		0.0950
NV General	0.1700		0.1700	0.1700	0.0000
NV Accident Indigent	0.0150		0.0150	0.0150	0.0000
LV Metro Police Manpower	0.2800		0.2800	0.0800	0.2000
LV Metro Police 911 System	0.0050		0.0050	0.0050	0.0000
LV Artesian Basin	0.0016		0.0016	0.0016	0.0000
Combined Tax Rate	2.7135	0.5663	3.2798	2.5046	0.7752
City of LV Apportionment			0.2950		
RDA Apportionment			2.5046		
Other (CCSD) Apportionment			0.4802		

Source: City of Las Vegas.
As of: May 2012 (FY 2013 Redevelopment Agency Final Budget reports, Redevelopment Agency And Tax Increment Area - Combined Tax Rate Calculation).

Tax Districts

With Redevelopment	Without Redevelopment
203	200
204	206
207	208
212	210

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

City of Las Vegas - FIA Model
Built-In Variables
Subject Project: 10 E. Charleston VIP

[10] Personal Property Depreciation Conversion Factors: 200% Declining Balance

FY Year Acquired	Age	3-Year Life	5-Year Life	7-Year Life	10-Year Life	15-Year Life	20-Year Life	30-Year Life
0	0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
-1	1	0.3300	0.6000	0.7100	0.8000	0.8700	0.9000	0.9300
-2	2	0.1111	0.3636	0.5151	0.6464	0.7575	0.8181	0.8787
-3	3	0.0520	0.2288	0.3744	0.5304	0.6760	0.7592	0.8424
-4	4	n/a	0.1352	0.2704	0.4264	0.5824	0.6864	0.7904
-5	5	n/a	0.0535	0.2033	0.3531	0.5243	0.6313	0.7597
-6	6	n/a	n/a	0.1320	0.2860	0.4620	0.5830	0.7260
-7	7	n/a	n/a	0.0570	0.2394	0.4218	0.5472	0.7068
-8	8	n/a	n/a	n/a	0.1872	0.3744	0.5031	0.6786
-9	9	n/a	n/a	n/a	0.1230	0.3444	0.4797	0.6642
-10	10	n/a	n/a	n/a	0.0625	0.3000	0.4375	0.6250
-11	11	n/a	n/a	n/a	n/a	0.2540	0.3937	0.5969
-12	12	n/a	n/a	n/a	n/a	0.2048	0.3584	0.5632
-13	13	n/a	n/a	n/a	n/a	0.1690	0.3250	0.5330
-14	14	n/a	n/a	n/a	n/a	0.1197	0.2926	0.5054
-15	15	n/a	n/a	n/a	n/a	0.0670	0.2680	0.4824
-16	16	n/a	n/a	n/a	n/a	n/a	0.2295	0.4455
-17	17	n/a	n/a	n/a	n/a	n/a	0.1918	0.4247
-18	18	n/a	n/a	n/a	n/a	n/a	0.1540	0.4060
-19	19	n/a	n/a	n/a	n/a	n/a	0.1152	0.3888
-20	20	n/a	n/a	n/a	n/a	n/a	0.0735	0.3675
-21	21	n/a	n/a	n/a	n/a	n/a	n/a	0.3473
-22	22	n/a	n/a	n/a	n/a	n/a	n/a	0.3234
-23	23	n/a	n/a	n/a	n/a	n/a	n/a	0.3021
-24	24	n/a	n/a	n/a	n/a	n/a	n/a	0.2822
-25	25	n/a	n/a	n/a	n/a	n/a	n/a	0.2595
-26	26	n/a	n/a	n/a	n/a	n/a	n/a	0.2327
-27	27	n/a	n/a	n/a	n/a	n/a	n/a	0.2024
-28	28	n/a	n/a	n/a	n/a	n/a	n/a	0.1683
-29	29	n/a	n/a	n/a	n/a	n/a	n/a	0.1344
-30	30	n/a	n/a	n/a	n/a	n/a	n/a	0.0990
-31	Residual	0.0520	0.0535	0.0570	0.0625	0.0670	0.0735	0.0990

Source: Nevada Department of Taxation.
As of: 2013-2014 Personal Property Manual.

[11] Transient Lodging Tax on Hotel

Less than 75 Rooms	Inside Special Improvement District (on FSE)	Inside Special Improvement District (off FSE)	Outside Special Improvement District	Capped rate:	Recipient	Related codes
Las Vegas Conventions and Visitors Authority	4.00%	4.00%	4.00%		LVCVA	City & County Code
NDT State Tourism	0.375%	0.375%	0.375%		Tourism/CCSD	City & County Code
LVCVA City of LV Tourism & CCSD Capital	0.625%	0.625%	0.625%		Tourism/CCSD	City & County Code
CC Treasurer for CCSD Capital	1.00%	1.00%	1.00%		Tourism/CCSD	City & County Code
City of LV Improvement District to city's Treasury	2.00%	1.00%	0.00%		City of LV	City Code
Transportation District	1.00%	1.00%	1.00%		City of LV	County Code
County	1.00%	1.00%	1.00%		County	County Code
Initiative Transient Lodging Tax	3.00%	3.00%	3.00%		CCSD	NRS
Combined Transient Lodging Tax Rate	13.00%	12.00%	11.00%	13%		
City of LV Apportionment	3.00%	2.00%	1.00%			
Other Entities Apportionment	10.00%	10.00%	10.00%			

City of Las Vegas - FIA Model
Built-In Variables
Subject Project: 10 E. Charleston VIP

75 Rooms or More	Inside Special Improvement District (on FSE)	Inside Special Improvement District (off FSE)	Outside Special Improvement District	Capped rate:	Recipient	Related codes
Las Vegas Conventions and Visitors Authority	5.00%	5.00%	5.00%		LVCVA	City & County Code
NDT State Tourism	0.375%	0.375%	0.375%		Tourism/CCSD	City & County Code
LVCVA City of LV Tourism & CCSD Capital	0.625%	0.625%	0.625%		Tourism/CCSD	City & County Code
CC Treasurer for CCSD Capital	1.00%	1.00%	1.00%		Tourism/CCSD	City & County Code
City of LV Improvement District to city's Treasury	2.00%	1.00%	0.00%		City of LV	City Code
Transportation District	1.00%	1.00%	1.00%		City of LV	County Code
County	2.00%	2.00%	2.00%		County	County Code
Initiative Transient Lodging Tax	1.00%	2.00%	3.00%		CCSD	NRS
Combined Transient Lodging Tax Rate	13.00%	13.00%	13.00%	13%		
City of LV Apportionment	3.00%	2.00%	1.00%			
Other Entities Apportionment	10.00%	11.00%	12.00%			

Sources: City of Las Vegas Municipal Codes; Clark County Codes; Nevada Revised Statutes.
As of: accessed January 2013.

[12] City of Las Vegas Gaming License Fee Rates

Gaming Machine/Game/Device	**Semi-Annual Tax Rate** (per machine/game/ device)
Bridge, Whist, Solo	$30
Chemin De Fer (Baccarat)	$500
Crap Tables	
For one table	$300
For each table over one	$500
Sports Pool (not including Race Books)	$200
Bingo	$150
plus $ for each chair provided for players	$3
Panguingue	$60
Race Book	$800
Keno	$600
Roulette, "21," Hazard, Faro Bank, Wheel of Fortune, Big 6 Wheel	$300
Slot Machines	
Establishment with five or less, each machine	$50
Establishment with more than five, each machine	$60
Stud Poker and Draw Poker	$100
Any Other Game	$100

Source: City of Las Vegas Code of Ordinances. 6.40.110 License Fees Designated.
As of: accessed January 2013.

City of Las Vegas - FIA Model
Built-In Variables
Subject Project: 10 E. Charleston VIP

[13] Total Consolidated Tax Revenue Distribution: 10-Year Average

		Clark County	City of LV	Apportionment to City of LV
Year 1	2004	$755,269,665	$206,944,053	27.4%
Year 2	2005	$884,625,164	$238,040,861	26.9%
Year 3	2006	$965,540,785	$264,253,250	27.4%
Year 4	2007	$965,394,425	$263,249,775	27.3%
Year 5	2008	$921,882,771	$250,913,934	27.2%
Year 6	2009	$795,615,653	$219,964,997	27.6%
Year 7	2010	$720,280,801	$201,518,649	28.0%
Year 8	2011	$755,274,367	$207,962,167	27.5%
Year 9	2012	$792,307,045	$221,315,602	27.9%
Year 10	2013	$332,695,796	$92,949,326	27.9%
10-Year Average				27.5%

Source: NV Department of Taxation.
As of: accessed January 2013.

[14] Sales and Use Tax Rates - Clark County

Description	Tax Rate	Recipient
Minimum Statewide Tax Rate		
Sales Tax	2.00%	
Local School Support Tax	2.60%	
Basic City-County Relief Tax	0.50%	Various Clark local gov.
Supplemental City-County Relief Tax	1.75%	Various Clark local gov.
Option Taxes		
Public Mass Trans; Construction; Air Quality	0.50%	
Control of Floods	0.25%	
Infrastructure	0.25%	
Special and Local Acts		
Clark County Sales & Use Tax Act of 2005	0.25%	
Combined Sales & Use Tax	8.10%	
Apportionment to Clark County local governments	2.25%	
Apportionment to City of LV local government	0.62%	

Source: NV Department of Taxation.
As of: accessed January 2013.

[15] Real Property Transfer Tax Rate

Description	Tax (for each $500 of value)	Recipient
State General Fund	$1.30	
State Low Income Housing	$0.10	
CCSD Capital Projects	$0.60	
Local government tax distribution fund	$0.55	Various Clark local gov.
Combined Tax Rate	$2.55	
Tax Multiplier (per every $500 of value)		
Combined Tax Rate	0.0051	
Apportionment to Clark County local governments	0.0011	
Apportionment to City of LV local government	0.0003	

Source: Nevada Department of Taxation Division of Assessment Standards.
As of: accessed January 2013.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
February 19, 2014

Title of Project: **10 E Charleston Quick Start Program**

Sponsor/Developer: **Proview Series, LLC**

Address Of Project: **10 E Charleston Blvd.**

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 Exhibit A of RDA Resolution for copy of agreement: (*Commercial Visual Improvement 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.

$375,420

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:

Proview Series, LLC has acquired the retail space formerly used as a sales location for commercial foam. The retail space is located in the Arts District on the very visible corner of Charleston Blvd and Main St. The approximately 7,500 square feet of space will be converted to a restaurant with patio seating and small market spaces for lease to various vendors.

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

$375,420, owner equity

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

$50,000, City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 19

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 include a full interior remodel, upgrading the existing exterior façade and signage.

How many Direct Jobs will be Retained? 0

Quantitative Economic Benefits:

$375,420 is being fed into the local economy through the employment of subcontractors for the improvements to the interior and exterior of the building along with signage.

Total Direct Economic Impact:

$375,420

Total Indirect Economic Impact:

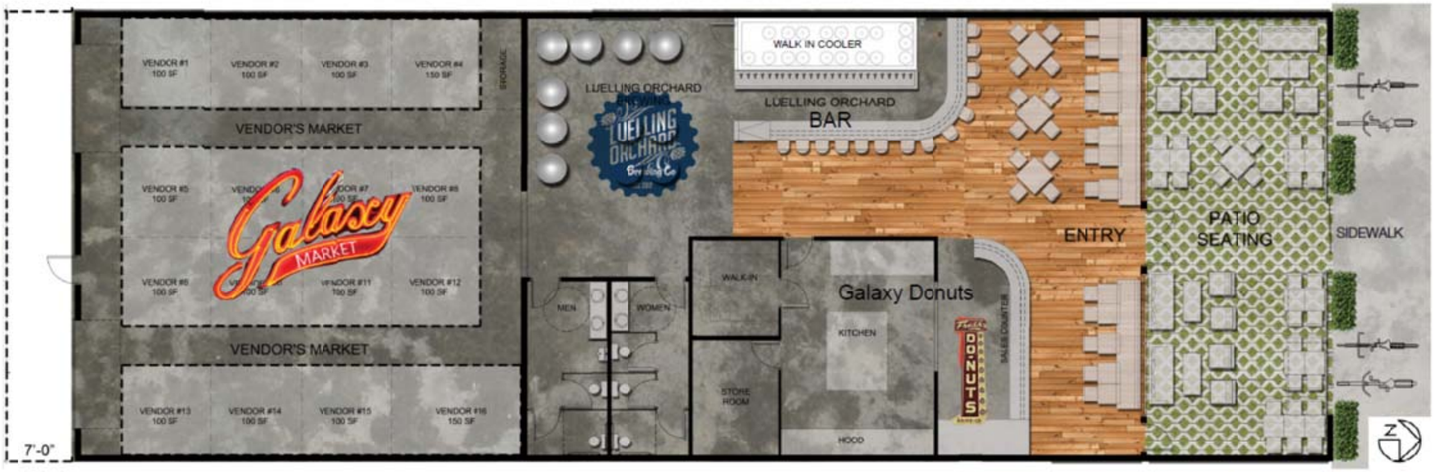
Not measurable at this time.

Economic Impact Study Performed:	Yes	☐	No	☒
Return on Investment Analysis Performed:	Yes	☐	No	☒

10 E. Charleston Blvd.

Before

After



Sheet SD.02
DATE: SEPTEMBER 03, 2013

Preliminary Floor Plan

10 E. Charleston Building

LAS VEGAS, NV. 89101

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8207
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Sheet SD.03
DATE: SEPTEMBER 3, 2013

Inspirational Image Board

10 E. Charleston Building

LAS VEGAS, NV. 89101

Dao!Gurdison design group
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www.dgdg.com email:info@dgdg.com

Site Map
10 East Charleston Blvd.

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 21, 2014

SUBJECT:

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

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MAY 21, 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