

RESOLUTION NO. R-33-2022

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CITY OF LAS VEGAS ("OWNER") AND LAS VEGAS NATURAL HISTORY MUSEUM (AS TENANT AND CVIP PARTICIPANT) FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-26-301-006

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, and on December 16, 2015, by Ordinance 6488 (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 October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

1 WHEREAS, City of Las Vegas (the "OWNER") the owner of real property and
2 improvements located at 900 Las Vegas Blvd N., and which parcel is commonly known as
3 APN 139-26-301-006 (the "Site"); and

4 WHEREAS, Las Vegas Natural History Museum (the "CVIP PARTICIPANT")
5 is the tenant of the real property located at 900 Las Vegas Blvd N., and is undertaking certain
6 exterior improvements to the property or the redevelopment of an underdeveloped property in
7 accordance with the Commercial VIP; and

8 WHEREAS, the City Council of the City of Las Vegas has considered the
9 findings that the development of improvements to a building, facilities, structures or other
10 improvements to be located at the Site are of benefit to the Redevelopment Area or the
11 immediate neighborhood in which the Redevelopment Area is located; and

12 WHEREAS, the City Council of the City of Las Vegas has considered the
13 findings that no other reasonable means of financing the building, facilities or structures or
14 other improvements on the Site are available; and

15 WHEREAS, the City Council of the City of Las Vegas has considered the
16 undertakings of the Agency in connection with the Commercial VIP Agreement (the
17 "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to
18 Las Vegas Natural History Museum for making physical, visual improvements to the building
19 or property located on the Site, all as more fully set forth in the Agreement.

20 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
21 the City of Las Vegas hereby finds and determines that the development of building, facilities,
22 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
23 immediate neighborhood in which the Redevelopment Area is located; and
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1 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
2 finds and determines there are no reasonable means of financing those building, facilities,
3 structural or other improvements on the Site; and

4 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
5 consents to the undertakings of the Agency in connection with the Agreement with the
6 "Owner" for the Project concerning the development on the Site.
7

8 THE FOREGOING RESOLUTION was passed, adopted and approved this
9 20th day of July, 2022.

10 CITY OF LAS VEGAS

11
12 By: 
13 CAROLYN G. GOODMAN, Mayor

14 ATTEST:

15
16 
17 LUANN D. HOLMES, City Clerk

18 APPROVED AS TO FORM:

19 
20 Date

21 Crislove A. Igeleke
22 Deputy City Attorney

23
24
25
26
27 RESOLUTION NO. R-33-2022

28 RDA/CC Meeting 07/20/2022
RDA Item# 5 CC Item# 47

Exhibit A

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and the City of Las Vegas, a municipal corporation (hereinafter referred to as the "Owner") and Las Vegas Natural History Museum, a Nevada non-profit organization (hereinafter referred to as the "Tenant").

Recitals

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

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, the Owner and Tenant desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property.

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

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

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, 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 Tenant warrant that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference.

"Owner" and "Tenant", as used in this Agreement, include not only the Owner and Tenant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and Tenant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 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 thirty (30) days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Tenant in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain three (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 6: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 10 hereinafter.

SECTION 7: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 8: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

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

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

Tenant shall comply with the City of Las Vegas Redevelopment Agency Employment Plan (the "Employment Plan") on file with the Agency, latest edition. Pursuant to the Employment Plan policy adopted on June 18, 2014, Tenant agrees to adhere to the use its best efforts to satisfy the following goals:

- a) 15% of employees are full-time residents within the Agency's redevelopment area, Southern Nevada Enterprise Community boundary, or an area eligible for a Community Development Block Grant.
- b) 15% of employees are members of racial minorities, women, disabled, economically disadvantaged, or veterans (aspirational goal)

The Agency agrees that the failure of the Tenant to meet the employment goals set forth in this Section 8 shall not constitute a default under this Agreement pursuant to Section 10 below, but shall only affect the payment of the Grant as set forth in Attachment 3.

Tenant agrees to submit employment reports to the agency for verification of compliance with Section 8.

10% of the incentive amount as set forth in Attachment 3 shall be withheld until the Tenant has been deemed to be in compliance with Section 8.

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

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

SECTION 9: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Tenant 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 Tenant warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "4-A " and Attachment "4-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and Tenant or any principal member of Owner and Tenant. Throughout the term hereof, Owner and Tenant shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 10: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner and/or Tenant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Tenant agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 11: 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 12: 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 13: 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 14: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 15: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery

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

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: City of Las Vegas
495 S. Main Street 6th Floor
Las Vegas, NV 89101
Atten: City of Las Vegas

If to the Tenant: Las Vegas Natural History Museum
900 Las Vegas Blvd N.
Las Vegas, NV 89101
Atten: Laurie Thomas

SECTION 16: 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 17: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 5 " 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, Owner and Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, Owner and Tenant.

SECTION 18: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2022 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:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2022

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

City of Las Vegas

LUANN D. HOLMES, MMC
Secretary

By: _____
City of Las Vegas,
"Owner"

APPROVED AS TO FORM:

Las Vegas Natural History Museum

Counsel to the Agency Date

By: _____
Laurie Thomas, Co-Executive Director
"Tenant"

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-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "4-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 5 " "A"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

A.P.N. 139-26-301-001 (020-120-012)
NATURAL HISTORY MUSEUM SITE

That portion of the Southwest Quarter (SW 1/4) of Section 26 and the Southeast Quarter (SE 1/4) of Section 27 in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of PARCEL 2 as shown on that certain parcel map on file in File 66 of Parcel Maps, Page 53 of Clark County, Nevada Records, described as follows:

BEGINNING at the Southwest corner of PARCEL 2 as shown on said File 66 of Parcel Maps, Page 53; thence along the Westerly boundary line of said PARCEL 2, the following three (3) courses: 1) North 16°41'39" East a distance of 277.42 feet to the TRUE POINT OF BEGINNING; 2) thence North 16°41'39" East a distance of 182.73 feet to the beginning of a tangent curve concave Westerly and having a radius of 3050.00 feet; 3) thence Northerly along said tangent curve through a central angle of 00°25'31", an arc distance of 22.65 feet to the Northwest corner of said PARCEL 2, a radial line through said point bears South 73°43'52" East; thence along the Northerly boundary line of said PARCEL 2, the following seven (7) courses: 1) thence nonradial to said curve, South 72°34'48" East a distance of 7.85 feet to the beginning of a tangent curve, concave Southwesterly, and having a radius of 40.00 feet; 2) thence Southeasterly along said curve, through a central angle of 47°22'46", an arc distance of 33.08 feet, a radial line through said point bears North 64°47'58" East; 3) thence nontangent to said curve, South 73°21'24" East a distance of 145.39 feet; 4) thence North 16°43'25" East a distance of 36.28 feet; 5) thence South 88°29'51" East a distance of 30.02 feet; 6) thence North 16°03'07" East a distance of 9.94 feet; 7) thence South 73°56'53" East a distance of 73.71 feet; thence departing the Northerly boundary line of said PARCEL 2, South 16°41'39" West a distance of 247.03 feet; thence North 73°18'21" West a distance of 285.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 60,288 square feet or 1.384 acres, more or less.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

City of Las Vegas (Lessor)

and

Las Vegas Natural History Museum (Lessee)

Is on file with the City of Las Vegas Redevelopment Agency

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	Front mural	\$34,000.00
2.	Landscaping	\$6,000.00
3.	Exterior lighting	\$10,000.00

TOTAL ESTIMATED PROJECT COSTS	\$50,000.00
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Estimated CVIP Grant	\$25,000.00
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*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "4-A"

DISCLOSURE OF PRINCIPALS – PROPERTY

See Attached

ATTACHMENT "4-B"
DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

VIP Contracting Entity Information

Corporate Name: Las Vegas Natural History Museum

Mailing Address: 900 Las Vegas Blvd. North, Las Vegas, NV 89101

Business Phone: (702) 384-3466

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company _____

Corporation ☒ Nonprofit

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
Stephanie Stallworth Board Chairperson	1700 Vegas Drive Las Vegas, NV 89106	(702) 545-1003
Marcel Bloomer Board Vice Chairperson	400 S. Rampart Blvd., Ste. 350 Las Vegas, NV 89145	(702) 854-4831
Bill Houghton Board Secretary	5125 W. Oquendo Road, #6 Las Vegas, NV 89118	(702) 369-1399
Robert Bulmer Board Treasurer	2700 W. Sahara Ave. Las Vegas, NV 89102	(702) 252-6140
Joe Tumminia Past Board Chairperson	6720 Via Austi Pkwy., Ste. 300 Las Vegas, NV 89119	(702) 650-0700
Dorland Polodnak, Esq. Board Member at Large	1731 Village Center Circle Las Vegas, NV 89134	(702) 952-5200
Nevada Colwell Board Member	770 E. Warm Springs Road, Ste. 140 Las Vegas, NV 89119	(702) 260-8605
Jim Donofrio, Jr. Board Member	1860 Pama Lane, Ste. 100 Las Vegas, NV 89119	(702) 368-4848
Bruce Ford Board Member	10801 W. Charleston Blvd., Ste. 250 Las Vegas, NV 89135	(702) 952-4428
Mallory Gott Board Member	1050 Bracken Ave. Las Vegas, NV 89104	(773) 642-0700
Jared Hall Board Member	11640 Longhirst Hall Lane Las Vegas, NV 89138	(702) 499-0222
Susan Houston Board Member	4952 S. Rainbow Blvd., Ste. 365 Las Vegas, NV 89118	(702) 362-6789

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: 1



Las Vegas Natural
History
Museum



VIP Disclosure of Ownership/Principals -- Las Vegas Natural History Museum
Additional Board of Directors Members

Full Name & Title	Business Address	Business Phone
Ashraf (Alex) Khalaf Board Member	265 E. Pilot Road Las Vegas, NV 89118	(702) 837-6812
Carol Levins Board Member	61 Princeville Lane Las Vegas, NV 89113	(702) 683-8525
Rick Sellers Board Member	8882 Spanish Ridge Ave. Las Vegas, NV 89148	(702) 251-8896
Michael Sullivan Board Member	9205 W. Russell Road, Ste. 340 Las Vegas, NV 89148	(702) 367-7771
Laurie Thomas Museum Co-Executive Director	900 Las Vegas Blvd. North Las Vegas, NV 89101	(702) 384-3466
Kate Porter Museum Co-Executive Director	900 Las Vegas Blvd. North Las Vegas, NV 89101	(702) 384-3466

Las Vegas Natural History Museum, 900 Las Vegas Blvd. North, Las Vegas, NV 89101

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Business

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

Signature: *Laurie Thomas*

Date: 2/25/2022

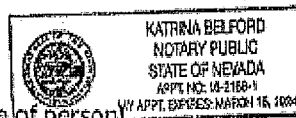
State of Nevada

County of Clark

This instrument was acknowledged before me on

Feb 25, 2022 (date) by

Laurie Thomas (name of person)



[Signature]

Notary Public



ATTACHMENT "5"
PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, Laurie Thomas, being first duly sworn, depose and state under penalty of perjury as follows:

Las Vegas Natural

1. I am a corporate officer, managing member, or sole proprietor of the History Museum, a company duly organized in the State of Nevada as a corporation (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 900 Las Vegas Blvd. N., Las Vegas, NV ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☐
 - b. Create jobs or other business opportunities for nearby residents; ☐
 - c. Increase local revenues from desirable sources; ☐
 - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
 - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
 - f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
 - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:
- a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☐ or
 - b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
 - c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or
 - d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

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

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

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

DATED this 25 day of February, 2022

Authorized Signature: Laurie Thomas

SIGNED AND SWORN TO before me

this 25 day of Feb, 2022, by Laurie Thomas

NOTARY PUBLIC
My Commission Expires:

JS



KATRINA BELFORD
NOTARY PUBLIC
STATE OF NEVADA
APPL NO: 18-2-05-1
MY APT. EXPIRES: MARCH 18, 2024

