

City of Las Vegas Redevelopment Agency  
Council Chambers • 400 Stewart Avenue  
Phone - 229-6011 [Voice] 386-9108 [TDD]

# MINUTES

Meeting of  
OCTOBER 20, 2004  
9:00 A.M.

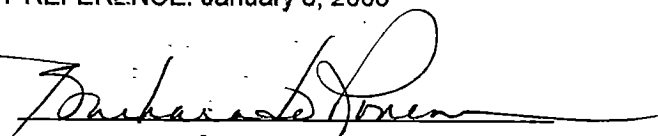
(Following the morning session of the City Council Meeting)

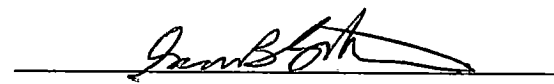
Called To Order: 10:44 A.M.  
Adjourned: 11:13 A.M.

| REDEVELOPMENT AGENCY              | PRESENT                             | ABSENT                   | EXCUSED                  |
|-----------------------------------|-------------------------------------|--------------------------|--------------------------|
| CHAIRMAN OSCAR B. GOODMAN         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER GARY REESE - VICE-CHAIRMAN | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER LARRY BROWN                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER LAWRENCE WEEKLY            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER MICHAEL MACK               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER JANET MONCRIEF             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MEMBER STEVE WOLFSON              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG SELBY, EXECUTIVE DIRECTOR    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BRADFORD R. JERBIC, CITY ATTORNEY | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BARBARA JO RONEMUS, SECRETARY     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

APPROVED BY REFERENCE: January 5, 2005

ATTEST:

  
SECRETARY

  
CHAIRMAN

43✓

# City of Las Vegas

**REDEVELOPMENT AGENCY MEETING  
CITY HALL, 400 STEWART AVENUE  
COUNCIL CHAMBERS**

**CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>  
WEDNESDAY, OCTOBER 20, 2004**

**9:00 A.M.**

**(Following Morning Session of the City Council Meeting)**

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

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT [www.kclv.tv](http://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.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 1. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF AUGUST 4, 2004
- 2. DISCUSSION AND POSSIBLE ACTION REGARDING THE FORM OF A COMMERCIAL VISUAL IMPROVEMENT PROGRAM (VIP) AGREEMENT, THE FORM OF A COMMERCIAL VIP AFFIDAVIT AND A COMMERCIAL VIP PROGRAM MANUAL - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

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

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

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge  
Court Clerk's Office Bulletin Board, City Hall Plaza  
Las Vegas Library, 833 Las Vegas Boulevard North  
Clark County Government Center, 500 S. Grand Central Parkway  
Grant Sawyer Building, 555 E. Washington Avenue

**AFFIDAVIT OF MAILING**

**(Mailing required under the provisions of NRS Chapter 241)**

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

**Paula Clark**, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **14th** day of **October, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **20th day of October, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

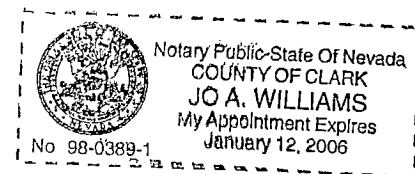
**SIGNATURE**

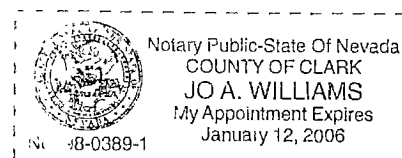
City Clerk  
**DEPARTMENT**

Subscribed and sworn to before me this

15<sup>th</sup> day of October, 2004

[Signature]  
NOTARY PUBLIC in and for said County and State





**REDEVELOPMENT AGENCY AGENDA**  
**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 20, 2004**

**- CALL TO ORDER**

**MINUTES:**

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 10:44 A.M.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, WEEKLY, MACK (arrived at 10:45 a.m.), MONCRIEF, and WOLFSON

ALSO PRESENT: DOUG SELBY, Executive Director, BRADFORD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

**- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW**

**MINUTES:**

ANNOUNCEMENT MADE: Posted as follows:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 So. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(10:44 - 10:45)

2-378

**AGENDA SUMMARY PAGE**  
**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 20, 2004**

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**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

☐ **CONSENT**    ☒ **DISCUSSION**

**SUBJECT:**

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF AUGUST 4, 2004

**Fiscal Impact:**

☒

No Impact

**Amount:**

☐

Budget Funds Available

**Dept./Division:**

☐

Augmentation Required

**Funding Source:**

**PURPOSE/BACKGROUND:**

**RECOMMENDATION:**

**BACKUP DOCUMENTATION:**

None

**MOTION:**

REESE - APPROVED by Reference - UNANIMOUS with MACK not voting

**MINUTES:**

There was no discussion.

(10:45)

2-378

**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 20, 2004**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

☐ **CONSENT**    ☒ **DISCUSSION**

**SUBJECT:**

DISCUSSION AND POSSIBLE ACTION REGARDING THE FORM OF A COMMERCIAL VISUAL IMPROVEMENT PROGRAM (VIP) AGREEMENT, THE FORM OF A COMMERCIAL VIP AFFIDAVIT AND A COMMERCIAL VIP PROGRAM MANUAL - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

**Fiscal Impact:**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

On September 1, 2004, the Redevelopment Agency approved the allocation of \$1,000,000 in Redevelopment Funds for a Commercial Visual Improvement Program (VIP). The Program would provide matching funds to commercial businesses for façade improvement. In order to administer the Program efficiently, Agency staff has prepared a boilerplate Commercial VIP Agreement, Commercial VIP Affidavit, and Commercial VIP Program Manual for future allocations of Commercial VIP funds which meet Program requirements.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

1. City of Las Vegas Redevelopment Agency Commercial VIP Agreement (form)
2. Commercial VIP Affidavit (form)
3. Commercial VIP Program Manual

**MOTION:**

**REESE - APPROVED as recommended - UNANIMOUS**

**MINUTES:**

SCOTT ADAMS, Director, Office of Business Development, explained that this matter includes an overall package of items relative to the new VIP program and its approval would allow staff to move forward and make the program available to businesses. One of the items is a standard form agreement to make program management and approval as expeditious as possible. Another item is a standard affidavit that each property owner would sign to attest to certain certifications in order to comply under the redevelopment law. Finally, an item for a set of guidelines to administer this program. The program would be targeted to three areas, Eastern Avenue, Martin Luther King Jr. Boulevard, and Main Street, all within the Redevelopment area. Direct grants would be limited to a maximum of up to \$50,000 per grant award. Those applicants that make application within a target area would only be required to match dollar for dollar and any applications received for areas outside of the target areas would have to match two to one.

A lot of improvements are eligible under this program, but they are generally any improvements that relate to the improvement of the overall appearance of a property or a building. If a grant award is \$25,000 or greater, it would require three bids. Staff has set up the establishment of an internal design

**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 20, 2004**

**MINUTES - Continued:**

review committee, and it is anticipated that coordination with other departments, such as Planning and Public Works, will be needed for some of the projects. In the event of limited funds, the projects will be funded under the program guidelines in the order in which the applications are received. He noted that about ten applications were already submitted. He recommended approval.

MAYOR GOODMAN commended MR. ADAMS for this program, which is very innovative.

(10:45 - 10:49)

2-528

Approved as to boilerplate form only:

J. P. P. P. 10/11/04  
Date

RDA Resolution Number: RA-\_\_\_\_\_

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY  
COMMERCIAL VIP AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Las Vegas, Redevelopment Agency, a municipal corporation (hereinafter referred to as the "Agency") and the following designated Owner/Lessee (hereinafter referred to as "Participant"), to wit:

Participant's Name: \_\_\_\_\_  
Participant's Corporate Entity: \_\_\_\_\_  
Ownership (check one): ☐ Fee Simple ☐ Majority Owner ☐ Long-term leasehold  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Project Address: \_\_\_\_\_

**WITNESSETH**

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in, existing commercial structures; and

WHEREAS, pursuant to the Agency's Commercial Visual Improvement Program ("Commercial VIP"), the agrees to rebate a portion of the cost of site improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$50,000, whichever is lesser; and

WHEREAS, the Agency shall require a Commercial VIP participant to provide a 200% matching cash contribution to the Agency's participation to ensure that a participating business has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources; and

WHEREAS, the Agency has elected to provide an additional incentive to projects located within the Redevelopment Area and on the major street corridors of Martin Luther King Boulevard, Main Street, and Eastern Avenue ("Target Corridors"), by requiring a match requirement of 100%, which is smaller than projects located outside of these Target Corridors; and

WHEREAS, the Participant desires to participate in Commercial VIP pursuant to the terms and provisions of this Agreement.

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

**SECTION 1: SCOPE OF AGREEMENT.** The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") by contributing funds to the Participant for a Commercial VIP project. The improvement of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas (the "City") and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. 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. The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries of the Redevelopment Area are specifically described in the Redevelopment Plan, as amended. The Site is that portion of the Redevelopment Area shown on the "Site Photograph," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Participant warrants that it is duly organized under the laws of the State of Nevada and the city of Las Vegas. The Participant also 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 "3", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Participant", as used in this Agreement, includes not only the Participant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Participant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE. The Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The improvements to the site also shall be referred to as the "Project" hereinafter. The Participant shall make the improvements to the Site according to the Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Participant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. The Participant must prepare a line item budget, acceptable to the Agency, for all work to be performed. The Agency may withhold release of its funds until an acceptable line-item budget is submitted by the Participant. If the Project exceeds \$10,000, then the Participant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Participant to make changes to the Scope of Work.

SECTION 6: AGENCY NOTICE TO PROCEED. The Agency shall require the Participant to receive from the Agency a written Notice to Proceed, attached hereto as Attachment "6" and incorporated herein by reference, prior to the contractor commencing any construction work identified in the Scope of Work. If the contractor commences any work prior to the Agency's issuance of the Agency's Notice to Proceed to the Participant, then the Agency may pursue all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The 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 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Participant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: PARTICIPANT'S PROJECT RESPONSIBILITIES. The Participant is wholly responsible for procuring a contractor duly licensed by the State of Nevada and the city of Las Vegas for any work requiring a permit from the city of Las Vegas. In doing so, the Participant is responsible for obtaining any warranty or performance guarantee from the contractor. The Agency shall offer no warranty, express or implied, for any work performed. The Participant must procure the contractor in compliance with the "Contractor Selection and Bidding Requirements" as defined in Section 4 of this Agreement. Except for the Agency's explicit participation as defined in Section 11 hereinafter, the Participant shall be wholly responsible for any and all development costs associated with the Project. This shall include, but not be limited to, architectural, engineering, and design fees, development fees, permitting fees, traffic study fees, drainage study fees, zoning fees, or other fees associated with the Project. The Participant shall be required to maintain insurance and indemnity coverage as specified in Section 14 of this Agreement, and must comply with all terms of this Agreement.

SECTION 11: AGENCY PARTICIPATION. The Agency's participation shall be limited solely to assisting the Participant with a grant to be made on a reimbursement basis. The Agency shall reimburse the Participant for construction costs in the actual amount of \$ \_\_\_\_\_ ("Construction Cost Maximum") and architectural and engineering costs in the actual amount of \$ \_\_\_\_\_ ("A&E Cost Maximum") for architectural and engineering costs, or a total grant award of \$ \_\_\_\_\_ ("Total Agency Award"). For payment, the Participant shall submit to the Agency copies of all paid bills, cancelled checks, contractor lien waivers or release of liens, and receipts showing the full cost of and full payment for all work completed. The Agency reserves the right to pay its Total Agency Award to the Participant in one lump sum payment, or in partial payment to the Participant, based on work completed.

SECTION 12: MATCHING CONTRIBUTION REQUIREMENT. The Agency requires a matching, cash contribution from the Participant in the amount of \$ \_\_\_\_\_ ("VIP Match"). The Participant shall be required to use its matching contribution prior to the release of any funds from the Agency. The Participant hereby agrees and warrants that it has sufficient cash or cash equivalent on hand to meet a matching contribution requirement. The Participant and the Agency agree and acknowledge that the VIP Match is equivalent to 100% of the Total Agency Award if the Site is located in a commercial street corridor designated as a "Target Corridor" by the Agency, and that the VIP Match is equivalent to 200% of the Total Agency Award if the Site is located in the Redevelopment Area but not in a Target Corridor.

SECTION 13: COMPLIANCE WITH REDEVELOPMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP 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 than 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 Participant has declared that no other reasonable means of financing are available pursuant to the Participant Affidavit, attached hereto as Attachment "7" and by this reference made a part hereof. The Participant has submitted to the Agency documentation which evidences that no other reasonable means of financing are available. The Participant has provided the Agency with an Employment Plan, which is attached hereto as Attachment "8" and by this reference is made a part hereof. Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment "9" and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement. The Agency is authorized to,

and shall, record the Agreement to be Recorded Affecting Real Property after issuance of a Notice of Completion, attached hereto as Attachment "10" and incorporated herein by reference. The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the 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 14: INSURANCE AND INDEMNIFICATION REQUIREMENTS. Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) for any person, \$1,000,000 for any occurrence and Five Hundred Thousand Dollars (\$500,000) property damage, and \$10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Notice of Completion for the Site.

SECTION 15: 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 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 Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "11" and incorporated herein by reference, all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 16: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the 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 Participant agrees to return any and all Agency Funds heretofore paid to the 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 Participant shall entitle the Agency to sue the 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 17: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Chairman of the Agency or such other person that the Agency designates in writing.

SECTION 18: 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 19: 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 20: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 21: 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 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 22: 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 23. 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 "11" 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 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 Participant.

SECTION 24. TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on \_\_\_\_\_, 2004 by the Las Vegas City Council. 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:

\_\_\_\_\_, 2004.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: \_\_\_\_\_

CHAIRMAN  
"Agency"

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel to the Agency

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

PARTICIPANT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## LIST OF ATTACHMENTS

|                 |                                                  |
|-----------------|--------------------------------------------------|
| ATTACHMENT "1"  | SITE PHOTOGRAPH                                  |
| ATTACHMENT "2"  | LEGAL DESCRIPTION OF THE SITE                    |
| ATTACHMENT "3"  | PROOF OF OWNERSHIP OR LEASEHOLD INTEREST         |
| ATTACHMENT "4"  | SCOPE OF WORK                                    |
| ATTACHMENT "5"  | SCHEDULE OF IMPROVEMENTS                         |
| ATTACHMENT "6"  | NOTICE TO PROCEED                                |
| ATTACHMENT "7"  | PARTICIPANT AFFIDAVIT                            |
| ATTACHMENT "8"  | EMPLOYMENT PLAN                                  |
| ATTACHMENT "9"  | AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY |
| ATTACHMENT "10" | NOTICE OF COMPLETION                             |
| ATTACHMENT "11" | DISCLOSURE OF PRINCIPALS FORM                    |

ATTACHMENT "1"  
SITE PHOTOGRAPH

ATTACH  
5" x 7" PHOTO  
OR LARGER  
HERE

**ATTACHMENT "2"**

**LEGAL DESCRIPTION OF THE SITE**

(Participant to insert Legal Description here prior to execution of Agreement)



**ATTACHMENT "3"**

**PROOF OF OWNERSHIP OR LEASEHOLD INTEREST**

(Participant to insert Deed of Trust or Lease Agreement here prior to execution of Agreement)



**ATTACHMENT "4"**

**SCOPE OF WORK**

(Participant to provide written Scope of Work prior to execution of Agreement.)

**ATTACHMENT "5"**  
**SCHEDULE OF IMPROVEMENTS**

(Participant to provide written Schedule of Improvements prior to execution of Agreement.)

ATTACHMENT "6"  
NOTICE TO PROCEED

NOTICE TO PROCEED

WHEREAS, by Commercial VIP Agreement ("Agreement") dated \_\_\_\_\_, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency", has agreed to provide funds to \_\_\_\_\_, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the Agreement, the Agency shall issue a written Notice to Proceed once the Participant has satisfied all of the pre-construction requirements set forth in the Agreement.

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the Participant may proceed with the improvements specified in the Scope of Work.

IN WITNESS WHEREOF, the Agency has executed this Notice to Proceed.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
DOUGLAS A. SELBY, Executive Director, or Assign

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, Secretary

ATTACHMENT "7"

COMMERCIAL VIP PARTICIPANT AFFIDAVIT

STATE OF NEVADA }

}ss:

COUNTY OF CLARK }

I, \_\_\_\_\_, 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 \_\_\_\_\_, a company duly organized in the State of Nevada as a \_\_\_\_\_ (Corporation/LLC/SoleProprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at \_\_\_\_\_ ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on \_\_\_\_\_.

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

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

- a. Encourage the creation of new business or other appropriate development;
- b. Create jobs or other business opportunities for nearby residents;
- c. Increase local revenues from desirable sources;
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
- e. Possess attributes that are unique, either as to type of use or level of quality and design;
- f. Require for their construction, installation or operation the use of qualified and trained labor; and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency.

5. 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.

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant .

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Participant Name:



SIGNED AND SWORN TO before

me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:



**ATTACHMENT "8"**  
**EMPLOYMENT PLAN**  
(To be inserted by Participant prior to Execution)

ATTACHMENT "9"

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

Recording Requested by:

City of Las Vegas  
City of Las Vegas Redevelopment Agency  
400 Stewart Avenue  
Las Vegas, Nevada 89101

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and \_\_\_\_\_, (hereinafter referred to as the "Participant") with reference to the following:

A. The Participant is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Participant on \_\_\_\_\_ (the "OPA").

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the OPA, that the terms and provisions of the OPA have been fully and satisfactorily performed by the Participant and that the OPA shall be of no further force or effect.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The Participant further covenants and agrees that prior to the issuance date in the Certificate of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Certificate of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

...

...

...

IN WITNESS WHEREOF, the Agency and the Participant have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Chairman

“Agency”

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_

“Participant”

ATTACHMENT "10"  
NOTICE OF COMPLETION

Recording Requested by:  
City of Las Vegas Redevelopment Agency  
Executive Director  
City of Las Vegas Redevelopment Agency  
400 Stewart Avenue  
Las Vegas, NV 89101

NOTICE OF COMMERCIAL VIP COMPLETION

WHEREAS, by Commercial VIP Agreement ("VIPA") dated \_\_\_\_\_, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to \_\_\_\_\_, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the OPA, the Agency, upon completion of all construction and development upon the Site, shall furnish the Participant with a Notice of Completion, which shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Chairman

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, Secretary

ATTACHMENT "11"  
DISCLOSURE OF PRINCIPALS FORM

**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.

**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.

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

|                    |                           |
|--------------------|---------------------------|
| <b>Block 1</b>     | <b>Contracting Entity</b> |
|                    |                           |
| <b>Name</b>        |                           |
|                    |                           |
| <b>Address</b>     |                           |
|                    |                           |
| <b>Telephone</b>   |                           |
|                    |                           |
| <b>EIN or DUNS</b> |                           |
|                    |                           |

|                                              |                    |
|----------------------------------------------|--------------------|
| <b>Block 2</b>                               | <b>Description</b> |
| <b>Subject Matter of Contract/Agreement:</b> |                    |
|                                              |                    |
|                                              |                    |
| <b>RFP #</b>                                 | <b>N/A</b>         |

|                                                                                                                                                                  |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Block 3</b>                                                                                                                                                   | <b>Type of Business</b> |
| <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation |                         |

|                                                                                                                                                                                                                                         |                                               |                         |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------|-----------------------|
| <b>Block 4</b>                                                                                                                                                                                                                          | <b>Disclosure of Ownership and Principals</b> |                         |                       |
| 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. |                                               |                         |                       |
|                                                                                                                                                                                                                                         | <b>FULL NAME/TITLE</b>                        | <b>BUSINESS ADDRESS</b> | <b>BUSINESS PHONE</b> |
| 1.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 2.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 3.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 4.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 5.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 6.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 7.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 8.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 9.                                                                                                                                                                                                                                      |                                               |                         |                       |
| 10.                                                                                                                                                                                                                                     |                                               |                         |                       |

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

**Block 5**   **Disclosure of Ownership and Principals - Alternate**

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

**Name of Attached Document:** \_\_\_\_\_

**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.



\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this \_\_\_\_\_  
day of

\_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public



Approved as to boilerplate form only:

J. P. Roberts 10/11/04  
Date

RDA Resolution Number: RA-\_\_\_\_\_

**AFFIDAVIT OF COMMERCIAL VIP PARTICIPANT**

STATE OF NEVADA }

COUNTY OF CLARK }

}ss:

I, \_\_\_\_\_, 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 \_\_\_\_\_, a company duly organized in the State of Nevada as a \_\_\_\_\_ (Corporation/LLC/SoleProprietorship) (herein the "Participant"). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at \_\_\_\_\_ ("Site"), as more particularly described by the Ownership Participation 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.

3. 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.

4. 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.

5. I have submitted true and accurate documentation to the Agency which evidences the statements I have made above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

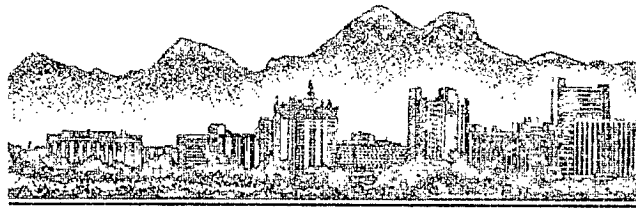
\_\_\_\_\_  
Participant Name:

SIGNED AND SWORN TO before

me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:



**CITY OF LAS VEGAS**  
**Redevelopment Agency**

400 STEWART AVENUE  
LAS VEGAS, NEVADA 89101  
(702) 229-6100

**City of Las Vegas Redevelopment Agency**  
**COMMERCIAL VIP PILOT PROGRAM MANUAL**  
**(VISUAL IMPROVEMENT PROGRAM)**

**A. Program Summary**

This program is intended to assist in the improvement of commercial or industrial properties by offering a rebate of any qualified improvement costs, to a maximum of \$50,000. All commercial or industrial properties within the City of Las Vegas Redevelopment Area are eligible for assistance. Improvements to the facades of buildings, permanent landscaping, parking facilities and other external improvements are eligible for assistance.

Any exterior improvements to properties approved by the City of Las Vegas Redevelopment Agency ("Agency") may be eligible for this program. The Agency shall have the absolute and sole discretion to designate the eligibility or ineligibility of any requested item.

**B. Program Objective and Goals**

The primary objective of the Commercial VIP is to make a lasting, visual improvement on major commercial corridors within the urban core of the City of Las Vegas. This objective compliments the goals of the City of Las Vegas Redevelopment Agency Plan, the City of Las Vegas Downtown Centennial Plan, and the City of Las Vegas 2020 Master Plan.

This objective is to be accomplished by encouraging commercial and industrial property owners and long-term tenants to reinvest in, and renovate their properties. The program is intended to improve the aesthetic nature of properties and to assist in bringing properties up to current building and property code standards.

Each applicant should be prepared to demonstrate how its proposed project meets one, or more, of the following Program goals:

1. *The project results in a significant improvement to the exterior of a commercial or industrial building.*
2. *The project results in a significant improvement to the availability, suitability, or access of parking for on-site customers.*
3. *The project results in a significant improvement to on-site landscaping.*
4. *The project results in a significant improvement to the signage on either the building parapet or on a monument sign or signs.*
5. *The building or buildings to be improved are clearly visible from a street, sidewalk, or public right-of-way.*
6. *The project maximizes the leveraging of Agency funding with private equity or private debt participation from the project owner or owners.*
7. *The owner of the project is committed to maintaining or expanding its business presence at the project location.*
8. *The owner of the project is committed to maintain any project improvements for the useful life of the improvements.*

**C. Funding Priorities**

To support the Commercial VIP Program Objective and Goals, the Agency reserves the right to fund projects according to the following funding priorities:

1. *Projects located within the City of Las Vegas Redevelopment Area;*
2. *Projects for which the existing building or on-site improvements are substantially dilapidated;*
3. *Projects for which multiple and adjacent business owners seek to collaborate;*
4. *Projects for which the owner or owners demonstrate the maximum possible leveraging of City funds;*
5. *Projects for which a business owner or owners demonstrate the ability to sustain the improvements; and*
6. *Projects for which a business owner or owners demonstrate that no other reasonable means of financing exist to fully fund the desired improvements.*

**D. Commercial VIP: Corridor Designation Criteria**

The Commercial VIP will promote the maximum visual impact of improvements to commercial areas through the designation of targeted commercial corridors within the urban core, as defined by the City of Las Vegas Redevelopment Plan boundaries. Targeted commercial corridors shall be provided with an additional incentive for participation – a lower matching contribution requirement. Business located within targeted corridors shall be required to contribute a 1:1 match of Agency funds. Businesses located outside of the targeted corridors, but within the Redevelopment Plan Area, shall be required to contribute a 2:1 match of Agency funds.

The Commercial VIP initially shall utilize the following criteria to designate and to prioritize the targeted commercial corridors:

- a. Streets with high traffic counts (Two-Way Daily Link Volumes)
- b. Streets with high concentrations of commercial property
- c. Streets with relatively old or dilapidated buildings or on-site improvements

The Commercial VIP Program has identified three initial Targeted Commercial Corridors in order to evaluate the impact of lower match requirements on the participation from area businesses. The following three commercial corridors have been identified as Targeted Commercial Corridors:

- (1) *Martin Luther King Corridor (within Redevelopment Area)*
- (2) *Eastern Avenue (within Redevelopment Area)*
- (3) *Main Street (within Redevelopment Area)*

A business which is located within one of these Targeted Commercial Corridors is required to contribute a 1:1 match of Agency funds, as described more particularly in Section G hereinafter.

**E. Program Eligibility**

All commercial, industrial and mixed-use properties located in a designated Redevelopment District Commercial VIP corridor and located in commercial or industrial zoning districts throughout the City are eligible to participate in this program.

All of the following requirements must be satisfied for a project to receive funding:

1. *The project is located within the City of Las Vegas Redevelopment Area at the time of application.*
2. *The applicant must demonstrate site control for the project. This can be demonstrated through either:*

- a. Fee simple ownership; or*
  - b. Owner/mortgagor of the property with a minimum of 20% equity interest in the property; or*
  - c. Long-term leasehold interest for a minimum period of five (5) years subsequent to the date of application, with all lease payments current at the time of application.*
- 3. The property on which the project is situated must be free of all mechanics liens at the time of application.*
  - 4. The applicant must not have any current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five (5) years.*
  - 5. The applicant must have a current City of Las Vegas business license, if applicable.*
  - 6. The applicant must have proper zoning on which the building or improvements are situated.*
  - 7. The applicant must not have any past-due federal, state, or City of Las Vegas tax bills at the time of application.*
  - 8. The applicant must have no past-due bills or debts payable to the City of Las Vegas or the Agency.*

**F. Ineligible Properties**

The following properties are ineligible:

- 1. Single-family residential properties;*
- 2. Multi-family residential properties; or*
- 3. Properties which have received funding from the Agency, or from the City of Las Vegas, within the prior five (5) years for capital improvements, on-site improvements, or off-site improvements; or*
- 4. Properties or projects which do not satisfy all of the Program Eligibility requirements.*

## **G. Program Operation**

### **1. Direct grants on Reimbursement Basis**

Incentives to program participants will be in the form of cash rebates. Participants will be eligible to receive a rebate of up to \$50,000 of eligible pre-approved improvement costs. The maximum amount for any individual grant award is \$50,000. The Agency reserves the right to pay in installments, or in one lump sum amount. Participation in this program and approval of any grant is at the sole discretion of the Agency. The Agency reserves the right to refuse payment of any change orders not authorized prior to the commencement of construction work.

### **2. Required Matching Contribution from Participant**

Each participant located within the City of Las Vegas Redevelopment Plan Area and a Commercial VIP Targeted Corridor must contribute a dollar-for-dollar match (1:1) to the Agency's funds. For example, a participating business which is located on Main Street at Charleston Boulevard would be required to contribute a matching contribution of \$50,000 if the business received a Commercial VIP Grant Award of \$50,000.

Each participant located within the City of Las Vegas Redevelopment Plan Area, but not located within a Commercial VIP Targeted Corridor must contribute a two-to-one match (2:1) to the Agency's funds. For example, a participating business located on Charleston Boulevard and within the Redevelopment Area would be required to contribute a matching contribution of \$100,000 if the business received a Commercial VIP Grant Award of \$50,000.

The Agency will only consider cash contributions, or equivalent, from the participant as evidence of meeting the required matching contribution.

The Agency may require the participating business to expend its cash matching contribution prior to the disposition of Agency funds.

The Agency encourages participating businesses to contribute the maximum matching contribution possible. Businesses which propose to contribute higher matching contributions may be given preference by the Agency for assistance.

### **2. Use of Funds**

Work, which qualifies for reimbursement, includes improvements to the exterior of buildings such as painting, cleaning, tuck pointing, façade repair, window repair, replacement signage and other permanent improvements to the property consistent with the architectural integrity of the building or site. Demolition of obsolete structures or signage improvements may be

eligible only when undertaken as part of an overall renovation project. Eligible work may include permanent landscaping improvements consistent with the design of the building/property and neighboring properties, improvements to parking facilities serving the facility, or rear access renovation. Any other external improvements required to bring a building or property up to code are also eligible. Additions and expansions to buildings that will benefit the overall appearance of the property may also be eligible.

All plans must be approved by the City of Las Vegas Redevelopment Agency prior to the commencement of any construction work.

Improvements may be made to individual commercial or industrial buildings and commercial or industrial centers, as well as qualified commercial or industrial property. Permanent landscaping may be included in this program provided that all improvements meet City codes and ordinances, and are consistent with any development plans adopted by the City of Las Vegas and by the City of Las Vegas Redevelopment Agency.

### 3. Contractor procurement

A minimum of three (3) comparable bids must be submitted as part of any Application requesting Agency participation of \$25,000 or greater. All bids must include detailed specifications of the scope of work to be performed. Contractors must have all proper licenses, including but not limited to a business license and a Nevada State Contractor's license.

### 4. Review by Internal Design Committee

The Director of the Office of Business Development, as the Program Director, may appoint members of an Internal Design Review Committee. The Committee shall include, but not be limited to, staff from the following City departments or divisions: Land Development, Public Works; Current Planning; Development Coordination, Public Works; Redevelopment Officer, Office of Business Development; and additional staff as needed to review the architectural, engineering, and planning merits of the proposed improvement or improvements.

### 5. Warranty information

The final selection of a contractor is the sole responsibility of the participating business. As such, the Agency shall offer no warranty on work performed. The participating business should obtain any desired warranty information from the contractor in writing.

6. Prohibited use of funds

Funds may not be used for: working capital; property, equipment or inventory acquisition; the refinancing of existing debt; or the refinancing of private funding.

**H. Availability of Funds**

The Agency has agreed to budget a certain amount of funds for this program, which may be amended from time to time. Applications will be accepted throughout the year. Once all budgeted funds for that year are expended, no further applications will be accepted.

For the purposes of this program, a commercial property shall be any property, business, or use which contains a zoning designation of either P-R, N-S, O, C-D, C-1, or C-2 as defined by City of Las Vegas Zoning Ordinance Chapter 19A.04.

The Agency may require the participating business to expend its cash matching contribution prior to the disposition of Agency funds.

An industrial property shall be any property, business, or use which contains a zoning designation of either C-PB, C-M, or M, as defined by City of Las Vegas Zoning Ordinance Chapter 19A.04.

To be eligible, a commercial property or industrial property must meet all requirements of the Commercial VIP Program, as specified above in Section E, Program Eligibility. Properties specified in Section F. Ineligible Properties, shall not be eligible.

The Agency shall have the ultimate authority to accept or reject each Application, and have complete authority to decide whether requested work is eligible for this program.

**I. Approval Policy**

Applications will be reviewed in the order which they are received. Approval will be based on the following criteria: the condition of the existing structure or property, the value of the completed improvement, the amount of matching funds contributed by the Participant, consistency with City of Las Vegas development and construction requirements, and the quality of the proposed design.

The Agency shall commit funds only after a Commercial VIP Agreement with the Participant is approved by the Las Vegas City Council acting as the Board of Directors for the City of Las Vegas Redevelopment Agency.

Any action taken by the City of Las Vegas Redevelopment Agency Board of Directors is final. There is no appeal process for applications which are disapproved by the City of Las Vegas Redevelopment Agency Board of Directors.

Payment for grants under \$25,000 shall be made in accordance with the City's Direct Payment Request Policy, No. FN206.

**AGENDA SUMMARY PAGE**

**REDEVELOPMENT AGENCY MEETING OF: OCTOBER 20, 2004**

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

**MINUTES:**

PASTOR JAMES ROGERS urged the City to give the developers of the Edmond Town Center an opportunity to develop that project, even though the requirements were not met. It is a needed project in West Las Vegas, because no other developments are coming in.

BEATRICE TURNER, West Las Vegas resident, said she came to the meeting against her doctor's advice to voice her opposition to PASTOR ROGERS' request, especially when preachers only collect money from West Las Vegas residents but do nothing for the residents or to improve the community. They did not do anything about the grocery store shutting down. They only express interest in West Las Vegas when there is money involved for them.

PASTOR ROBISON said he resides in Henderson but is a business owner in West Las Vegas, and he is involved in several projects in West Las Vegas. He expressed his support for the Edmond Town Center. West Las Vegas has not had a shopping center for along time, and the residents have to shop outside of the community. He questioned the status of the West Las Vegas study.

JERRY NEAL, 1418 "M" Street, said for Item 59 of the 10/20/2004 Council Agenda that it is hard to secure jobs in America when there are so many illegal people running around. He then asked for assistance for a woman in his neighborhood whose husband left her and cannot afford to pay her \$500 power bill. The power company will take \$350 for now to turn the lights back on, but she has no money. If her electricity is left off and the Housing Authority finds out about it, she will be evicted.

JIM ROLLETI, representing the Carpenters Contractors Cooperation Committee, 8930 West Tropicana, and VALERIE JUIK attempted to speak against certain local builders. MAYOR GOODMAN advised them that they would have to wait to speak under the citizens participation portion of the City Council meeting of that afternoon, as this forum was to hear matters relating to redevelopment.

DAN CONTRERAS, Bonanza Village resident, said that if the pastors are so concerned about West Las Vegas, they should move into West Las Vegas. He commended COUNCILMAN WEEKLY for the actions he took against Garson Park, but now the entire Council needs to come together and put together a plan to improve West Las Vegas. More rooftops are needed to bring in and sustain the commercial development.

MR. CONTRERAS said that he voted for MAYOR GOODMAN when he first ran for office because he did not think like a politician. But he is now disappointed that the Mayor has not made changes in West Las Vegas, especially with boarded up and blighted properties. MAYOR GOODMAN indicated that the

# City of Las Vegas

REDEVELOPMENT AGENCY MEETING OF: OCTOBER 20, 2004

**MINUTES - Continued:**

City is working hard on changing the ordinance to address boarded up buildings, but it takes time to make change, particularly when people's property is involved. As far as bringing development to West Las Vegas, the private sector has to take a chance to make it happen.

NOTE: COUNCILMAN REESE directed DEPUTY CITY MANAGER FRETWELL to explore the possibility of introducing an ordinance, such as North Las Vegas was trying to do, to charge homeowners/renters \$50 to raise money to enforce some of the ordinances. This would be ideal for the redevelopment area. DEPUTY CITY MANAGER FRETWELL said that she would be updating the Councilmembers at the individual briefings on the status of some recommended programs for the City of Las Vegas. COUNCILMAN REESE stressed that a fee would help pay for inspection of properties that are currently being overlooked.

(11:12 - 11:13)

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THE MEETING ADJOURNED AT 11:13 A.M.

Respectfully submitted:

  
GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

January 4, 2005

  
Barbara Jo Ronemus, Secretary