



**CITY OF HENDERSON
REDEVELOPMENT AGENCY ADVISORY COMMISSION
REVISED AGENDA**

**Regular Meeting
Tuesday, May 24, 2011
4:00 p.m.**

**Council Chambers Conference Room
240 Water Street, First Floor
Henderson, Nevada 89015**

Notice to persons with special needs: For those requiring special assistance or accommodation at the meeting, please contact 702-267-1515 or the Relay Nevada TTY telephone 7-1-1 at least 72 hours in advance of the meeting.

The Chairman reserves the right to hear agenda items out of order. All items are action items unless otherwise noted.

CITY OF HENDERSON WEB SITE ADDRESS: <http://www.cityofhenderson.com>

- I. **CALL TO ORDER**
- II. **CONFIRMATION OF POSTING AND ROLL CALL**
- III. **ACCEPTANCE OF AGENDA**
- IV. **ITEMS OF BUSINESS**

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| 1. | MINUTES
CITY OF HENDERSON REDEVELOPMENT AGENCY ADVISORY COMMISSION
MEETING OF APRIL 26, 2011 |
| | Approve the minutes of the City of Henderson Redevelopment Advisory Commission meeting of April 26, 2011. |
| 2. | CONTRACT FOR SERVICES – NATIONAL DEVELOPMENT COUNCIL |
| | Recommend approval the professional services contract with the National Development Council in an amount not to exceed \$60,000 for FY12. |
| 3. | FUNDING FOR WATER STREET PHASE III IMPROVEMENTS IN THE AMOUNT OF \$505,788.75. |
| | Recommend approval of the funding for Water Street Phase III Improvements in the amount of \$505,788.75 |
| 4. | GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY OF HENDERSON REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, AND LAPORTA LIMITED PARTNERSHIP, FOR THE PURPOSE OF PROVIDING PUBLIC PARKING IN THE WATER STREET DISTRICT. |
| | Recommend approval of the Ground Lease Agreement between the City of Henderson Redevelopment Agency and the LaPorta Limited Partnership for the purpose of providing public parking in Water Street District in an amount not to exceed \$7,000.00. |

(CONTINUED ON NEXT PAGE)

5.	TRANSFER OF APPROXIMATELY 18.7 SQUARE FEET OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF WATER STREET AND VICTORY ROAD FROM THE REDEVELOPMENT AGENCY TO THE CITY OF HENDERSON FOR PUBLIC RIGHT-OF-WAY.
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Ratify approval of the transfer of 18.7 square feet of real property to the City of Henderson for public right-of-way.

6.	RESOLUTION NO. ____ - A RESOLUTION OF THE CITY OF HENDERSON REDEVELOPMENT AGENCY, PROVIDING FOR THE AUGMENTATION OF THE 2010/2011 BUDGET WITH FUNDS IN THE FORM OF RESOURCES ANTICIPATED TO FALL SHORT OF THAT BUDGETED AND RECITING THE APPROPRIATIONS TO BE AUGMENTED; AND OTHER MATTERS RELATING THERETO.
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Recommend adoption of Resolution No. ____ of the City of Henderson Redevelopment Agency, providing for the augmentation of the 2010/2011 budget with funds in the form of resources anticipated to fall short of that budgeted and reciting the appropriations to be augmented; and other matters relating thereto.

7.	PROJECTS UPDATE
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Discuss project updates for the following projects and accept report. Cornerstone Redevelopment Area. Downtown Redevelopment Area: 323 Water Street; Business Recruitment Marketing Team; City Tower (Southeast corner of Lake Mead Parkway and Water Street); Create Comprehensive Development and Business Recruitment Incentive Packages; Downtown Arts & Culture; Downtown Power Need; Increase Curb Appeal; Lake Mead Crossing; Marketing the Water Street District Team; Marketing To Developers, Business Owners & Consumers; Residential Development Team; Social Gathering Space Team; Shurtleff Building (38 S. Water Street); Site A; The Meridian (155 S. Water Street); Water Street District Business Association; Façade Improvement Program; Homeowners Assistance Program; Sign Grant Program; Farmer's Market Coupon Program. Eastside Redevelopment Area: Boulder Highway Investment Strategy; Bruce/Randy Way; Eastside Funding Assistance; Landwell/Cadence; Museum Site-95/Galleria; Wells Park. Tuscany. Lakemoor Canyon. Administration/All Areas.

V. **PUBLIC COMMENT**

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020).

VI. **DIRECTOR'S/CHAIRMAN'S BUSINESS**

VII. **SET NEXT MEETING**

- June 28, 2011 at 4:00 p.m.

VIII. **ADJOURNMENT**

REVISED Agenda posted prior to 9:00 a.m. on May 19, 2011 at the following locations:

City Hall, 240 Water Street, 1st Floor Lobbies (2)
Multigenerational Center, 250 S. Green Valley Parkway
Whitney Ranch Recreational Center, 1575 Galleria Drive
Fire Station No. 86, 96 Via Antincendio



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 24, 2011

RAC-001

SUBJECT	Minutes—City of Henderson Redevelopment Agency Advisory Commission Meeting of April 26, 2011.
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Approval

FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

BACKGROUND / DISCUSSION / ALTERNATIVES:

RECOMMENDED MOTION:

I move to approve the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of April 26, 2011.

Supporting Documentation:

Minutes consisting of six (6) pages

**CITY OF HENDERSON REDEVELOPMENT AGENCY
ADVISORY COMMISSION
MINUTES
April 26, 2011**

I. CALL TO ORDER

Chairman Stan Southwick called the Redevelopment Advisory Commission to order at 4:02 p.m. in the Mayor and Council Room, City Hall, 240 Water Street, Henderson, Nevada.

II. CONFIRMATION OF POSTING AND ROLL CALL

Tiffany Reardon, Recording Secretary, confirmed the meeting had been noticed in accordance with the Open Meeting Law by posting the Agenda three working days prior to the meeting at City Hall, Henderson Convention Center, Green Valley Police Substation, and Fire Station No. 86.

Present: Chairman Stan Southwick
David Chavez
Tom Fay
Mark McGinty
Richard Serfas
Tom Foster

Excused: Laura Jane Spina

Staff: Bob Cooper, Director of Redevelopment/Economic Dev.
Christine Guerri-Nyhus, Senior Asst. City Attorney
Michelle Romero, Redevelopment Manager
Lisa Sich, Special Projects Accountant
Jason Rogers, Planner
Tiffany Reardon, Administrative Asst. III
April Parra, Minutes Clerk

III. ACCEPTANCE OF AGENDA

Michelle Romero noted that there is a change to the recommended motion to Item 7, it should read, I move to recommend approval that the City of Henderson Redevelopment Agency not issue bonds in Cornerstone and Eastside Redevelopment Areas in 2011. With the amended motion, the Agency will reserve the right to proceed with bonding in the Downtown Redevelopment Area if needed in the future.

(Motion) Mr. Fay introduced a motion to accept the agenda as amended. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

IV. ITEMS OF BUSINESS

1.	MINUTES CITY OF HENDERSON REDEVELOPMENT ADVISORY COMMISSION MEETING OF FEBRUARY 22, 2011
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Recommend approval of City of Henderson Redevelopment Advisory Commission minutes of February 22, 2011 meeting.

(Motion) Mr. McGinty introduced a motion to approve the Minutes of the February 22, 2011, as submitted. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

2.	REDEVELOPMENT PLANNING AGREEMENT BY AND BETWEEN THE CITY OF HENDERSON REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, AND UNION VILLAGE, LLC, A NEVADA LIMITED LIABILITY COMPANY.
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Ratify the approval of the Redevelopment Planning Agreement by and between the City of Henderson Redevelopment Agency, a public body corporate and politic, and Union Village, LLC, a Nevada limited liability company.

Michelle Romero, Redevelopment Manager, gave a presentation on the proposed item and stated staff recommends approval.

(Motion) Mr. McGinty introduced a motion to ratify the approval of the Redevelopment Planning Agreement by and between the City of Henderson Redevelopment Agency, a public body corporate and politic, and Union Village, LLC, a Nevada limited liability company. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

3.	DOWNTOWN HOMEOWNERS ASSISTANCE PROGRAM DISCONTINUATION
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Recommend approval to discontinue the Downtown Homeowners Assistance Program; accept the assignment of the Program loans from the City of Henderson; honor the non-conforming loans; accept all Program files into the Redevelopment Agency; accept all funds from the Program account; and delegate authority to the Redevelopment Loan Committee to restructure the loans, as needed, and in accordance with their authority.

Ms. Romero gave a presentation on the proposed item and stated staff recommends approval of the discontinuation.

- (Motion) Mr. Foster introduced a motion recommending approval to discontinue the Downtown Homeowners Assistance Program loans from the City of Henderson; honor the non-conforming loans; accept all Program files into the Redevelopment Agency; accept all funds from the Program account; and delegate authority to the Redevelopment Loan Committee to restructure the loans, as needed, and in accordance with their authority. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

4.	EASTSIDE HOMEOWNERS ASSISTANCE PROGRAM DISCONTINUATION
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Recommend approval to discontinue the Eastside Homeowners Assistance Program; accept the assignment of the Program loans from the City of Henderson; honor the non-conforming loans; accept all Program files into the Redevelopment Agency; accept all funds from the Program account; and delegate authority to the Redevelopment Loan Committee to restructure the loans, as needed, and in accordance with their authority.

Ms. Romero gave a presentation on the proposed item and stated staff recommends approval of the discontinuation.

- (Motion) Mr. Fay introduced a motion recommending approval to discontinue the Eastside Homeowners Assistance Program; accept the assignment of the Program loans from the City of Henderson; honor the non-conforming loans; accept all Program files into the Redevelopment Agency; accept all funds from the Program account; and delegate authority to the Redevelopment Loan Committee to restructure the loans, as needed, and in accordance with their authority. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

5.	RENEWAL AND AMENDMENT OF CONTRACT #135-08-0008 WITH PURDUE MARION AND ASSOCIATES FOR PUBLIC RELATIONS, OUTREACH, EDUCATION AND MARKETING SERVICES IN AN AMOUNT UP TO AND NOT TO EXCEED \$63,000.
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Recommend approval of the renewal of Contract #135-08-0008 with Purdue Marion and Associates for Public Relations, Outreach, Education and Marketing Services in an amount up to and not to exceed \$63,000.

Ms. Romero gave a summary of the proposed item and stated staff recommends approval.

Responding to Mr. McGinty's question regarding how the change in contract will affect the implementation plan, Ms. Romero stated there will be a shift with Purdue Marion still handling brand messaging, but with Redevelopment doing more, such as outreach events.

(Motion) Mr. Serfas introduced a motion to recommend approval of the renewal of Contract #135-08-0008 with Purdue Marion and Associates for Public Relations, Outreach, Education, and Marketing Services in an amount up to and not to exceed \$63,000. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

6.	CITY OF HENDERSON – REDEVELOPMENT AGENCY'S 2010/2011 BUDGET
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Recommend approval for the Board to direct the Budget Manager to prepare, in the State prescribed forms, the FY12 Tentative Budget as amended at this public hearing and submit to the State of Nevada as the City of Henderson – Redevelopment Agency's Final Budget.

Lisa Sich, Special Projects Accountant, gave a presentation on the budget and noted that the dates should be corrected to 2011/2012.

Responding to a question by Mr. Foster regarding the cost associated with adding two people, Ms. Sich stated that part of the cost was absorbed, but the remaining cost is \$130,000.

A lengthy discussion ensued regarding the justification for the addition of two employees.

Responding to a question by Mr. Chavez regarding how the budget was developed, Ms. Sich stated that the 45-percent decrease was based on last year's submitted budget, not the actual budget. Additional explanation was given to Mr. Chavez regarding how the budget is developed and the State's control and input on the Redevelopment budget.

Mr. Foster stated he is concerned how the public might perceive the addition of two new positions.

Ms. Romero responded that the Critical Needs Committee is in place to make sure that each position can be defended. She detailed the process that the committee goes through in order to complete their assessments.

Mr. Serfas commented that he agrees with everyone's concerns. He stated that if there is going to be any expansion in the tax base, it is going to come from the

public sector. He noted that it is probably to our benefit to put the positions in place in order to help facilitate additional projects.

(Motion) Mr. McGinty introduced a motion to recommend approval for the Board to direct the Budget Manager to prepare, in the State prescribed forms, the FY12 Tentative Budget as amended at this public hearing and submit to the State of Nevada as the City of Henderson – Redevelopment Agency’s Final Budget. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

7.	BOND UPDATE
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Recommend approval that the City of Henderson Redevelopment Agency not issue bonds in the Cornerstone and Eastside Redevelopment Areas in 2011.

Ms. Sich gave a presentation on the item and noted that the penultimate statement should be removed from the agenda background discussion.

(Motion) Mr. Chavez introduced a motion to recommend approval that the City of Henderson Redevelopment Agency not issue bonds in the Cornerstone and Eastside Redevelopment Areas in 2011. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

8.	PROJECTS UPDATE
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Discuss project updates and accept the report.

Ms. Romero reviewed a memorandum regarding the status of projects as of April 2011.

(Motion) Mr. Fay introduced a motion to accept the report. The vote favoring approval was unanimous. Chairman Southwick declared the motion carried.

V. PUBLIC COMMENT

There were no comments presented by the public.

VI. DIRECTOR’S/CHAIRMAN’S BUSINESS

Financial Report:

Ms. Sich briefly reviewed the financial report and noted that the gaps will be filled in once the augmentation is complete.

VII. SET NEXT MEETING

The next meeting was scheduled for May 24, 2011 at 4:00 p.m.

VIII. ADJOURNMENT

There being no further business to be discussed, the meeting was adjourned at 5:12 p.m.

Respectfully submitted,

April Parra,
Minutes Clerk



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 24, 2011

RAC-002

SUBJECT	Contract for Services – National Development Council
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Approval

FISCAL IMPACT:

No Impact

Budgeted funds available

Augmentation required

FUNDING SOURCE, AMOUNT, AND ACCOUNT NUMBER(S) TO BE CHARGED:

2092-1001-601012-00000	Professional Services	\$35,000 (Downtown)
2097-1001-601012-00000	Professional Services	\$25,000 (Eastside)
TOTAL NOT TO EXCEED:		\$60,000

BACKGROUND / DISCUSSION:

In August 2010, the National Development Council was the firm selected by the evaluation team in response to Request for Proposal RFP 121-10-001.

The National Development Council (NDC) is the oldest national non-profit community and economic development organization in the U.S. It was founded in 1969 with one purpose: increasing the flow of capital for investment, jobs and community development to underserved urban and rural areas across the country. NDC provides one-of-a-kind combination of products and services to foster economic development and investment—particularly in low-income areas and Downtowns.

NDC is uniquely positioned because it has been federally designated to receive and distribute to projects serving low-income areas New Markets, Historic Rehabilitation, and Low Income Housing Tax Credits each year, which provides a valuable source of funding on a variety of projects. They also attract capital to invest in projects through the Grow Henderson Fund, which offers private financial assistance from \$100,000 to \$1 million. Further, they coordinate a variety of HUD and SBA programs for client communities. Because of their national status, they have the ability to partner their clients with a wide network of investors and developers from across the country.

RECOMMENDED MOTION:

I move to recommend approval the professional services contract with the National Development Council in an amount not to exceed \$60,000 for FY12.

Supporting Documentation:

Professional Services Agreement with National Development Council consisting of eight (8) pages.

BACKGROUND/DISCUSSION CONTINUED:

NDC provides its clients with assistance in the following primary areas:

- Technical assistance – in the financing and development of economic development and affordable housing projects, and for local program development;
- Project development – NDC has acted as nonprofit developer of more than \$200 million of affordable housing and economic development projects nationwide in client communities; and
- Training – NDC's development finance training programs for economic development and affordable housing are attended by public sector staff, community development staff, and private sector professionals involved in the structuring, financing, development and implementation of housing/economic development projects.
- The Agency contracted from FY07 through FY11 for these and other services and found NDC to be a valued source of funding, technical assistance, education, and other resources. All requests to the Agency for financial assistance in the form of loans, major improvements such as tenant or façade improvements, or assistance with development projects are reviewed by the NDC, which makes a recommendation on each. The FY11 contract amount was \$48,000 (from November 2010 to June 2011).

From inception of the most recent contract (November 2010) to April 30, 2011, the NDC completed:

- Reviewed the Union Village project proforma provided by Restrepo LLC, market analysis provided by Concord, and research on New Market Tax Credits as related to the project.
- Through the Grow Henderson Fund, the NDC and staff have meet with 21 prospects, five referral sources and completed five follow-up visits. Reviewed one business for potential inclusion in the program, however, it did not qualify for a meeting. One meeting resulted in the recommendation of a lease to a new business for the Water Street's Pinnacle building.
- NDC worked with the developers of the Townhouse Motor Lodge to make recommendations for sustaining the business long-term in this challenging economy and in comparison to national trends for boutique motels.
- Participated on the Downtown Residential Development Team. Reviewed the white paper by Dr. Fielden and provided input on the most financially feasible scenario within the concepts provided.
- Reviewed a potential restaurant for Water Street District and provided recommendations.
- Completed due diligence on the Shurtleff building proposal, resulting in an OPA with the property owner (the building has opened).
- NDC reviewed two tenant improvement grants.
- Reviewed and made recommendations for a proposed live/work project in the Water Street District.

In light of the forty percent decrease in assessed value for the Agency in FY12 projected by the Clark County Assessor's Office, staff negotiated a one-time, \$12,000 decrease to the annual contract for a total amount not to exceed \$60,000.

TECHNICAL ASSISTANCE AGREEMENT

BY AND BETWEEN

THE CITY OF HENDERSON REDEVELOPMENT AGENCY

AND

THE NATIONAL DEVELOPMENT COUNCIL

TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement is made and entered into this ___ day of June, 2011, by and between the City of Henderson Redevelopment Agency, a corporation organized and existing under the laws of the State of Nevada, whose address is P.O. Box 95050, Henderson, Nevada, 89009-5050 (hereinafter called "Redevelopment Agency") and THE NATIONAL DEVELOPMENT COUNCIL, a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 708 Third Avenue, Suite 710, New York, New York 10017 (hereinafter called "NDC").

WITNESSETH

WHEREAS, the Redevelopment Agency has determined that it needs the professional services of an advisor to work with the Redevelopment Agency to assist it in achieving its public goals of developing and implementing community and economic programs, and

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Redevelopment Agency utilizing its expertise in economic and community development activities.

NOW THEREFORE, the Redevelopment Agency and NDC do hereby agree as follows:

I. SCOPE OF SERVICES

The Redevelopment Agency acknowledges that NDC regularly performs services for clients located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the Redevelopment Agency with assistance it has requested which is generally described as technical assistance and professional services. NDC agrees to perform such services as are requested from time to time by the Redevelopment Agency and to provide such services as it deems necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the Redevelopment Agency by NDC. In performing the requested services, NDC shall consult with officers and employees of the Redevelopment Agency and shall meet, as appropriate, with such representatives or other entities when necessary, including without limitation State and Federal officials and other local organizations.

II. DURATION, TERMINATION

NDC agrees to commence work for the Redevelopment Agency effective July 1, 2011 and shall continue providing technical assistance until June 30, 2012. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 30 days after receipt of such notice.

III. COMPENSATION

The Redevelopment Agency shall compensate NDC for performance of services received hereunder in the total amount of not to exceed \$60,000, payable in monthly installments of \$5,000.00. This amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Redevelopment Agency and the NDC. Payment by the Redevelopment Agency for services rendered under this Technical Assistance Agreement evidences the Redevelopment Agency's acceptance of such services in accordance with the terms of the Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1 Ownership of Material and Documents. All final reports and other materials prepared by NDC for the Redevelopment Agency shall be the property of the Redevelopment Agency, however all work papers and other source materials not provided to the Redevelopment Agency shall be the property of the NDC. NDC shall deliver such materials to the Redevelopment Agency in accordance with the terms and conditions of this Agreement.

The Redevelopment Agency shall not, without NDC's written consent, associate NDC's name with the report/product, if a subsequent change is made in such report/product after submission to the Redevelopment Agency.

4.2 Right to Audit. NDC shall establish and maintain appropriate procedures which will assure the proper accounting of all funds paid to it under this Agreement.

Redevelopment Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of NDC and/or its subcontractors which are directly pertinent to a specific program for the purpose of making an audit, an examination, excerpts and transcriptions. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records and supporting details shall be retained for a period of at least three (3) years after the expiration of the term of this Agreement.

4.3 Confidentiality of Reports. NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and the Redevelopment Agency designates as confidential. Unless required by state law, such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Redevelopment Agency first obtained.

4.4 Equal Opportunity. NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be canceled, terminated or suspended in whole or in part by the Redevelopment Agency, and that party may be declared ineligible for further Redevelopment Agency contracts.

4.5 Conflicts of Interest. No board member, officer or employee of the Redevelopment Agency or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

4.6 Notices. All notices shall be sent by certified mail, hand-delivery or over-night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.

4.7 Responsibility for Claims. To the extent permitted by STATE Statutes, The Redevelopment Agency agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death, or personal property or otherwise caused by or resulting from the bad faith, willful, negligent or unlawful act of the Redevelopment Agency in its performance of this Agreement. Provided, however, that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence.

NDC agrees to indemnify and save harmless The Redevelopment Agency, their agents, officials and employees, from any liability, damage, expense, cause or action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death, or personal property or otherwise caused by or resulting from the bad faith, willful, negligent or unlawful act of NDC in its performance under this Agreement. Provided, however, that such indemnity shall not apply to any actions, claims or damages arising as a result of The Redevelopment Agency's bad faith, willful misconduct or gross negligence.

NDC will furnish a Certificate of Insurance verifying the existence of any insurance coverage required by the Redevelopment Agency. The Certificate will name the Redevelopment Agency as an additional insured and will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage. The insurance coverage, which NDC shall maintain during the term of this Agreement, shall be no less than the following amount:

- a. Commercial General Liability - \$1,000,000 per occurrence, including product/completed operations, broad form contractual liability, broad form property damage and XCU coverage.
- b. Commercial Auto Liability – Statutory, plus \$1,000,000 per occurrence, for all motor vehicles used in the performance of this Agreement.
- c. Workers Compensation – Statutory, plus employers' liability, with no less than \$1,000,000 per injury or illness and \$500,000 per occurrence.
- d. Professional Liability/Errors and Omissions - \$1,000,000 per occurrence.

4.8 Release of News Information. No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter if this Agreement or any phase of any program hereunder shall be made without prior written approval of both parties.

4.9 Compliance with Laws. NDC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Nevada. The parties hereby irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of Nevada and of the United States of America located in Nevada which shall have the exclusive jurisdiction for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby. The parties agree not to commence any action, suit or proceeding relating thereto except in such courts.

4.10 Assignment. Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.

4.11 Severability. A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

4.12 Dispute Resolution. At the request of either party, any disputes or claims under this Agreement shall be submitted to arbitration in a manner provided under the commercial Arbitration Rules of the American Arbitration Association then in effect, such arbitration to be conducted before three arbitrators chosen in accordance with the rules of the STATE where the Redevelopment Agency is located and shall be binding on the parties.

4.13 Additional Provisions. Either party may require additional provisions which will govern the agreement between the parties by attaching hereto such additional provisions as Exhibit "B".

4.14 Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

4.15 Acknowledgment. The Redevelopment Agency expressly acknowledges that all opinions and advice (written or oral) given by NDC to the Redevelopment Agency in connection with the Agreement are intended solely for the benefit and use of the Redevelopment Agency in considering financing strategies and the Redevelopment Agency agrees that no such opinion or advice shall be used for any other purpose.

4.16 Disclaimer. The Redevelopment Agency is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

4.17 Entire Agreement. This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral or in writing, regarding the matters contained herein.

4.18 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Scott Rodde, Director
The National Development Council
1500 Third Street, Suite C
Napa, CA 94559

Lisa Sich, Special Projects Accountant
Henderson Redevelopment Agency
P.O. Box 95050
Henderson, NV 89009-5050

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CLIENT:

City of Henderson Redevelopment Agency

By: _____
Mark T. Calhoun, PE, Executive Director

NDC:

National Development Council

By: _____
Scott Rodde, Director

Approved as to Form:

By: _____
Elizabeth Macias Quillin
Agency Counsel

ATTEST:

By: _____
Sabrina Mercadante, CMC
Agency Secretary

**NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A**

To promote redevelopment within the community, the Redevelopment Agency is undertaking a variety of community and economic development projects. NDC will provide technical assistance to the Redevelopment Agency in reviewing, structuring and financing these projects during pre-development and project development.

This Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The Client and NDC by mutual agreement may revise this Scope. The Redevelopment Agency will direct NDC's activities and determine which services rendered by NDC and payment by the Redevelopment Agency evidences the Redevelopment Agency's acceptance of the assistance provided under this Agreement. The assistance offered includes:

1. NDC will review and evaluate projects being considered by the Redevelopment Agency for community and economic development assistance. This may include, as directed:
 - < evaluating sponsor/developer experience and capacity
 - < financial review and structuring
 - < review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
 - < advising on tax credit equity sources, requirements and structuring
 - < identifying other funding sources when required
 - < assisting with development issues during pre-development and development
 - < structuring loan documents and development agreements
 - < advising on program regulation issues
2. NDC will provide technical support and/or financial analysis of economic and/or housing development program proposals as periodically referred by staff.
3. NDC will review, as directed, the Redevelopment Agency established economic development and/or housing development programs, including:
 - < program goals
 - < eligibility criteria
 - < underwriting guidelines
 - < program documents
 - < internal administration of application and approval process
4. NDC will, at the direction of the Redevelopment Agency, assist in obtaining the following:
 - a) Low Income Housing Tax Credits
 - b) Historic Rehabilitation Tax Credits
 - c) New Markets Tax Credits
 - d) SBA 7(a) Loans including Grow America Fund
 - e) SBA 504 Loans
 - f) HUD CDBG Revolving Loan Funds
 - g) HUD Section 108 Loans
 - h) HUD CDBG Float Loans
 - i) 6320 Bonds and 501(c)(3) Bonds

5. NDC will also make available to the Redevelopment Agency employees and City of Henderson employees up to eight weeks of classroom training in NDC's Certified Economic Development and Housing Development Training Program at no additional cost.
6. NDC may, at the Redevelopment Agency's direction and under certain conditions, provide financing and development assistance through its non-profit development affiliate NDC Housing and Economic Development Corporation (HEDC) and its economic development bank Grow America Fund (GAF). HEDC and GAF can provide:
 - < equity for historic rehabilitation and low income housing tax credit projects through the NDC Corporate Equity Fund, L.P.
 - < HEDC can act as non-profit sponsor/developer for certain affordable housing, public purpose and economic development projects, and
 - < small business loans for cities participating in GAF



REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

May 24, 2011

RAC-003

SUBJECT	Funding for Water Street Phase III improvements in the amount of \$505,788.75.
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Approval

FISCAL IMPACT:

No Impact Budgeted funds available Augmentation required

CMTS Number(s): 131-11-ST-153-001

FUNDING SOURCE, AMOUNT, AND ACCOUNT NUMBER(S) TO BE CHARGED:

Budgeted Funds:

2092-1001-601436-H0096, Construction	\$ 413,788.75
2092-1001-601003-H0096, Quality Control	\$ 92,000.00
Total	\$ 505,788.75

BACKGROUND / DISCUSSION / ALTERNATIVES:

This project is the third and final phase of the South Water Street Roadway Improvements. Originally, the project was to be fully funded by the Redevelopment Agency. However, during development of the project, the Regional Transportation Commission (RTC) of Southern Nevada requested that certain improvements be included in the project in support of the re-routing of the Boulder Highway Bus Rapid Transit system to include a loop on Water Street. The RTC approved an Interlocal Contract on March 10, 2011 to provide funding for roadway improvements common to both the RTC's Boulder Highway Express project and the City's Water Street Phase 3 project. The improvements will consist of widening the roadway and sidewalks, adding roadside parking, upgraded street lighting, pedestrian lighting, landscaping, benches, bike racks, trash receptacles, ornamental concrete, two RTC bus stops, traffic signal modifications at Water Street and Lake Mead Parkway, striping and signage. Public Works Engineering prepared construction documents for the Water Street Phase 3 Project, and in accordance with NRS 338, Public Works staff advertised for construction bids.

Bids were opened on April 21, 2011 with Capriati Construction Corporation coming in with the lowest bid at \$1,321,729.21. Award of this bid is scheduled for June. The funding for this project will come from several funding sources, which include Public Works, Redevelopment and the Regional Transportation Commission (RTC). The RTC portion being contributed to this project and the other improvements outlined above is \$700,000, with Public Works contributing \$207,940.46 from Public Works Gas Taxes and Redevelopment contributing \$413,788.75, which equals the \$1,321,729.21 being awarded to Capriati Construction. The additional \$92,000 being budgeted for this project will cover Public Works Quality Control inspections throughout the project.

RECOMMENDED MOTION:

I move to recommend approval of the funding for Water Street Phase III Improvements in the amount of \$505,788.75

Supporting Documentation: N/A



REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 24, 2011

RAC-004

SUBJECT	Ground Lease Agreement by and between the City of Henderson Redevelopment Agency, a public body corporate and politic, and LaPorta Limited Partnership, for the purpose of providing public parking in the Water Street District.
PETITIONER	Economic Development/Real Estate Division of the City Manager's Office
RECOMMENDATION	Recommend Approval

FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

FUNDING SOURCE, AMOUNT, AND ACCOUNT NUMBER(S) TO BE CHARGED:

2092-1001-601439-00000	Annual Lease Payment	\$4,000.00
2092-1001-601439-00000	Annual Property Taxes	\$3,000.00
TOTAL:		\$7,000.00

BACKGROUND / DISCUSSION / ALTERNATIVES:

Since May of 1974, the City of Henderson has had a parking lease with Louis F. LaPorta for APN's 179-18-710-063 (0.06 acres), 179-18-710-064 (0.20 acres), and 179-18-710-065 (0.22 acres). In 2009, the LaPorta Limited Partnership acquired an adjacent parcel, APN 179-18-710-066 (0.27 acres). The properties are all located on East Texas Avenue near Army Street, which is within the City of Henderson Redevelopment Agency's Water Street District. The new five-year ground lease provides that the agreement is now between the Redevelopment Agency and LaPorta Limited Partnership. The Agency will pay all property taxes plus \$4,000.00 per year for use of the property.

RECOMMENDED MOTION:

I move to recommend approval of the Ground Lease Agreement between the City of Henderson Redevelopment Agency and the LaPorta Limited Partnership for the purpose of providing public parking in Water Street District in an amount not to exceed \$7,000.00.

Supporting Documentation:

Ground Lease Agreement consisting of eight (8) pages.

GROUND LEASE AGREEMENT

**Between the LaPorta Limited Partnership
and the City of Henderson Redevelopment Agency**

APN's 179-18-710-063 through 179-18-710-066

THIS LEASE (the "Lease") is made and entered into this _____ day of _____, 2011 ("Effective Date"), by and between the LAPORTA LIMITED PARTNERSHIP ("Lessor") and the CITY OF HENDERSON REDEVELOPMENT AGENCY ("Lessee"), a Nevada public body corporate and politic. Lessor and Lessee are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, Lessor is the owner of that certain real property consisting of vacant land located in the City of Henderson, Nevada described as:

APN 179-18-710-063, 0.06 acres, no street address

APN 179-18-710-064, 0.20 acres, 38 East Texas

APN 179-18-710-065, 0.22 acres, 42 East Texas

APN 179-18-710-066, 0.27 acres, 46 East Texas (the "Property"); and

WHEREAS, Lessee desires to lease the Property for the purpose of operating and maintaining a surface parking lot available to the general public; and

WHEREAS, the Parties desire to enter into this Lease upon the terms and conditions set forth below.

WHEREAS, In exchange for the mutual promises and consideration set forth herein the Parties agree as follows:

1. TERM. The term of this lease shall be five (5) years commencing on July 1, 2011 (“Commencement Date”) and ending on June 30, 2016 unless terminated sooner as provided in this Lease.

2. TERMINATION RIGHTS. If Lessor desires to sell all or a portion of the Property or construct improvements on all or a portion of the Property prior to the expiration of the Term, Lessor may terminate this Lease effective as of the date of closing or construction commences provided that Lessor has provided at least ninety (90) days prior written notice to Lessee. Lessee may terminate this Lease provided Lessee has provided at least ninety (90) days prior written notice to Lessor. In the event this Lease is terminated Lessee shall not be responsible for unpaid future Rent payments nor shall Lessee be entitled to any refund of prior Rent payments.

3. RENT. Lessee shall within ten (10) days after execution of this Lease pay Lessor the amount of four thousand dollars (\$4,000.00 U.S.) first year Rent for the Property. Thereafter Lessee shall pay Lessor on or before the anniversary date of this Lease the amount of four thousand dollars (4,000.00 U.S.) for the next year Rent each year thereafter.

4. TAXES. Lessee shall be responsible for payment of all real property taxes and any other general or special assessments levied against the Property during the term of the Lease. Lessor shall furnish to Lessee within ten (10) days after the date of receipt of said tax bill. Lessee shall provide proof of such payment to Lessor within thirty (30) days of receipt of said tax bill. Lessee is responsible for any late fees Lessor may incur regarding payment of real property taxes.

5. USE OF PROPERTY. Lessee shall use the Property as a surface parking lot for members of the public and for public events only. During the term of this Lease, Lessee shall comply with all applicable laws affecting the premises. Lessee shall not commit, or suffer to be committed, any waste on the premises, or any nuisance.

6. REMOVAL OF IMPROVEMENTS. Upon termination of this lease, Lessee is not responsible for removal of paving or improvements from on or under the Property.

7. REPAIR AND MAINTENANCE OBLIGATIONS. Lessee shall have sole responsibility to keep the Property in good order, repair and condition at all times during the term of the Lease (“Term”) at Lessee’s sole expense. Lessee shall, at Lessee’s sole expense, promptly and adequately repair all damage to the Property occurring during the Term, except for damage caused by acts of nature, acts of God, force majeure, civil disobedience and/or other events or occurrences which are not caused by Lessee, are beyond Lessee’s control and do not result from the Lessee’s possession or use of the Property, damages from which shall be the sole responsibility of Lessor. Immediately upon execution of this lease Lessee shall conduct an inspection of the subject property and, if there are open, obvious

and/or patent conditions requiring repairs, Lessee shall make such repairs within a reasonable time. Lessee shall upon execution of this lease post in a conspicuous location on the subject premises those “non-responsibility” signs in accordance with Nevada Revised Statutes.

8. ASSIGNMENT, SUBLETTING. Lessee may not assign its rights under this Lease or sublet all or any portion of the Property without the prior written consent of the Lessor.

9. DUTY TO MAINTAIN INSURANCE. Throughout the term of the Lease, Lessor shall maintain, in full force and effect, a \$1,000,000.00 policy of comprehensive commercial general liability insurance (“Insurance Policy”) which covers the Property and includes coverage for, but not limited to, bodily injury, property damage and for Garage Keepers’ liability, covering loss or damage to customer’s vehicles (direct excess) with the limit of \$100,000, minus the applicable deductible of \$250/\$500 for specific causes of the loss (fire, theft, mischief and collision). Lessor shall be fully responsible to pay the amount of any deductible, retention or other amount required to be paid by the terms of the Insurance Policy by the insured prior to payment of a claim. The Lessor shall name the City of Henderson Redevelopment Agency as an additional insured on the/any Insurance Policy(ies) in effect pursuant to the terms of this paragraph at any time during the term of this Lease. Upon execution of this Lease, Lessor shall immediately provide proof of coverage for the type and amounts of insurance required herein to Lessee. Thereafter, each time there is a renewal or change of carriers for the Insurance Policy, Lessor shall promptly provide Lessee with proof of coverage showing the coverage in effect. If at any point during the term of the Lease, an Insurance Policy ceases to be in effect for any reason, including but not limited to termination, cancellation or failure of a policy to be renewed, Lessor shall immediately notify Lessee.

10. NOTICES. All notices, demand, or other writings which this Lease requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor:

Louis F. LaPorta
LaPorta Limited Partnership
443 Blackridge Road
Henderson, NV 89015-7632

To Lessee:

City of Henderson Redevelopment Agency
P. O. Box 95050, MS 116
240 Water Street
Henderson, NV 89015
Telephone: 702-267-1515
Facsimile: 702-267-1503

With a copy to:

City Attorney
City of Henderson
P. O. Box 95050, MS 144
240 Water Street
Henderson, NV 89015
Telephone: 702-267-1200
Facsimile: 702-267-1201

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

11. HOLD HARMLESS. Lessee shall be indemnified and held harmless by Lessor from any liability for damages to any person or personal property in, upon or within proximity to the Property which arises from the Lessee's use of the Property or the operations thereon for the purposes set forth

hereinabove, which damages are not caused by the negligence of Lessee or any of Lessee's agents, servants, employees or independent contractors. Lessee shall bear all risk for its personal property and/or equipment installed, stored or maintained in or upon the Property. Lessor shall indemnify and hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or property sustained in, upon or related in any manner to the Property which are caused, in whole or in part, by the negligent, intentional or criminal acts or omissions of Lessor or any of Lessor's agents, servants, or employees. Neither Lessor nor Lessee shall be liable for damages incurred by the other party for business loss, business interruption or consequential damages related thereto. Lessor and Lessee each expressly waive any and all rights that they may have to pursue recovery against the other party for business loss, business interruption or consequential damages related thereto, arising from or in relationship to the Property occurring during the term of the Lease or, in any manner as a result of the Lease.

12. **BINDING ON SUCCESSORS.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

13. **GOVERNING LAW.** The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

14. **ENTIRE AGREEMENT.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a

duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

15. HAZARDOUS WASTE. Lessor represents and warrants that to the best of Lessor's knowledge, the premises have never been used for treatment, storage, or disposal of any solid or liquid waste which is classified as toxic or hazardous under any federal, state or local law or regulation in effect as of the commencement date, and the premises have not been contaminated by any such toxic or hazardous material.

16. MECHANIC'S LIEN. Lessee will not cause any mechanic's or materialman's lien to be placed on the leased premises and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

17. DEFAULT. In the event Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Lessee, Lessor may terminate the Lease.

18. HEADINGS. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

19. TIME OF ESSENCE. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

20. SEVERABILITY. If any section, subsection, term of provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable,

the remainder of said section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

LESSOR:
LAPORTA LIMITED PARTNERSHIP

LESSEE:
CITY OF HENDERSON
REDEVELOPMENT AGENCY

By: _____
General Partner

By: _____
Mark T. Calhoun, P.E., Director

By: _____
Sabrina Mercadante, CMC, Secretary

APPROVED AS TO FORM:

By: _____
Elizabeth Macias Quillin, Agency Counsel



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 24, 2011

RAC-005

SUBJECT	Transfer of approximately 18.7 square feet of real property located at the Northwest corner of Water Street and Victory Road from the Redevelopment Agency to the City of Henderson for public right-of-way.
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Ratification

FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

BACKGROUND / DISCUSSION / ALTERNATIVES:

As part of the Water Street Improvement Project Phase 3, the Redevelopment Agency is transferring to the City of Henderson, approximately 18.7 square feet of real property, being a portion of APN 179-18-204-010 (a portion of the Northwest Quarter (NW ¼) of Section 18, Township 22 South, Range 63 East, M.D.M.), as further described and shown on Exhibits A and B attached hereto for public right-of-way.

RECOMMENDED MOTION:

I move to ratify approval of the transfer of 18.7 square feet of real property to the City of Henderson for public right-of-way.

Supporting Documentation:

Grant, Bargain and Sale Deed consisting of four (4) pages, which includes Exhibits A and B.

APN: 179-18-204-010

**WHEN RECORDED MAIL AND
SEND TAX STATEMENTS TO:**

City of Henderson
Public Works – Survey/Right-of-Way
240 Water Street
P.O. Box 95050, MS 131
Henderson, NV 89009-5050
U:\Property_Mgt\Redevelopment\Victory & Water\GBS – RDA.docx
ROW: _____

For Recorder Use Only

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That the **CITY OF HENDERSON REDEVELOPMENT AGENCY, a public corporation, corporate and politic**, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **THE CITY OF HENDERSON**, a municipal corporation and political subdivision of the State of Nevada, for public right-of-way, all that real property situated in the City of Henderson, County of Clark, State of Nevada, bounded and described as follows:

***(SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED
HERETO AND BY REFERENCE MADE A PART HEREOF)***

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness _____ hand(s) this _____ day of _____, 2011.

CITY OF HENDERSON REDEVELOPMENT AGENCY, BY:

By: _____
**MARK T. CALHOUN, P.E.
EXECUTIVE DIRECTOR**

By: _____
**SABRINA MERCADANTE, CMC
SECRETARY**

APN: 179-18-204-010
Grant, Bargain, Sale Deed
Page 2

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **MARK T. CALHOUN** as **EXECUTIVE DIRECTOR** of the **CITY OF HENDERSON REDEVELOPMENT AGENCY**.

Notary Public in and for said County and State.
My commission expires: _____

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **SABRINA MERCADANTE** as **SECRETARY** of the **CITY OF HENDERSON REDEVELOPMENT AGENCY**.

Notary Public in and for said County and State.
My commission expires: _____

APN: 179-18-204-010

EXHIBIT "A"

Being a portion of the Northwest Quarter (NW 1/4) of Section 18, Township 22 South, Range 63 East, M.D.M., City of Henderson, Clark County, Nevada, more particularly described as follows:

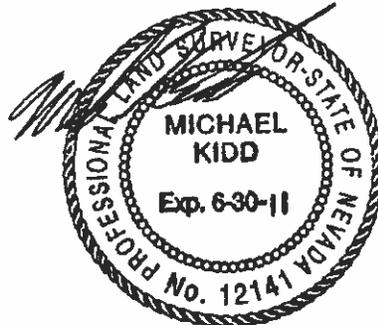
Commencing at the southeasterly corner of Lot 24, Parcel C of Henderson Townsite Annex No. 3 as shown in Book 3, Page 38 of Plats, in the Office of the County Recorder, Clark County, Nevada, also being a point on the northerly right-of-way of Victory Road; Thence North $73^{\circ}04'18''$ East 440.71 feet along said northerly right-of-way to the beginning of a non-tangent 10.00-foot radius curve to the left, concave westerly, the radial of which bears South $62^{\circ}30'05''$ East, and being the **Point of Beginning**;

Thence northerly 8.54 feet along said curve through a central angle of $48^{\circ}56'26''$ to a point on the westerly right-of-way of Water Street; Thence South $39^{\circ}39'37''$ East 8.44 feet along said westerly right-of-way to a point on the northerly right-of-way of Victory Road; Thence South $73^{\circ}04'18''$ West 6.09 feet along said northerly right-of-way to the **Point of Beginning**.

Containing 18.7 square feet, more or less.

See Exhibit "B", a part hereof

BASIS OF BEARING: North $73^{\circ}04'18''$ East, being the northerly right-of-way of Victory Road in the Northwest Quarter (NW 1/4) of Section 18, Township 22 South, Range 63 East, M.D.M., City of Henderson, Clark County, Nevada as shown in Book 3, Page 38 of Plats, Clark County, Nevada.

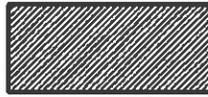


3-30-11

Prepared by/Checked by:
Wendy M. Anderson/Michael Kidd, P.L.S.
City of Henderson
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050

U:\HOME\SHRDPW\Survey_ROW\Right of Way\Wendy\N Water St\Description - RDA.docx

EXHIBIT "B"

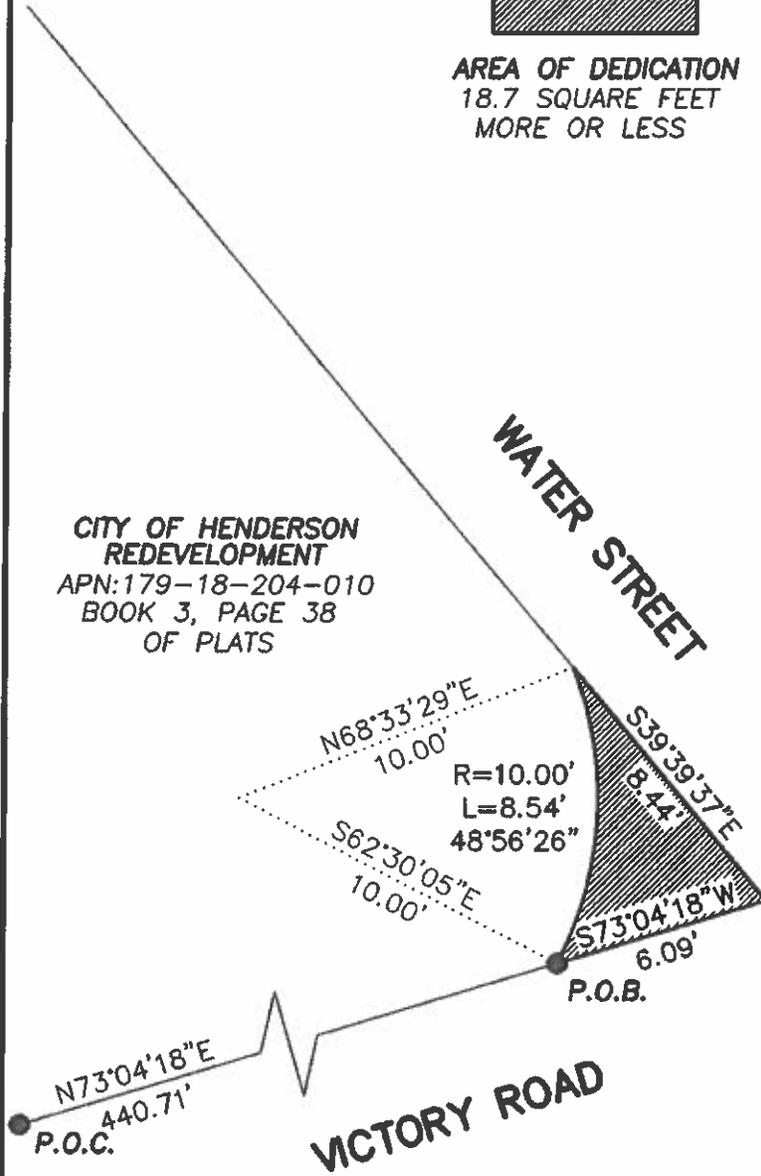


AREA OF DEDICATION
18.7 SQUARE FEET
MORE OR LESS



Scale
1"=5'

CITY OF HENDERSON
REDEVELOPMENT
APN: 179-18-204-010
BOOK 3, PAGE 38
OF PLATS



FILE NAME: \Survey\Legals\WaterStreet\WtrVicExhibitB.dwg

SHEET 1 OF 1

CITY OF HENDERSON—SURVEY DIVISION
240 WATER STREET
HENDERSON, NV 89015
702-267-1300

EXHIBIT "B"
APN 179-18-204-010
PTN OF NW 1/4, SEC. 18, T22S, R63E



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 24, 2011

RAC-006

SUBJECT	Resolution No. ____ - A resolution of the City of Henderson Redevelopment Agency, providing for the augmentation of the 2010/2011 budget with funds in the form of resources anticipated to fall short of that budgeted and reciting the appropriations to be augmented; and other matters relating thereto.
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Approval

FISCAL IMPACT:

No Impact

Budgeted funds available

Augmentation required

FUNDING SOURCE, AMOUNT, AND ACCOUNT NUMBER(S) TO BE CHARGED:

See attached.

BACKGROUND / DISCUSSION:

Unanticipated resources can be utilized where necessary and authorized by Redevelopment Agency (see attached).

RECOMMENDED MOTION:

I move to recommend adoption of Resolution No. ____ of the City of Henderson Redevelopment Agency, providing for the augmentation of the 2010/2011 budget with funds in the form of resources anticipated to fall short of that budgeted and reciting the appropriations to be augmented; and other matters relating thereto.

Supporting Documentation:

Resolution – one (1) page

Exhibit A – Supporting Budget Schedule – one (1) page

Exhibit B – Notice of Intention to Act on Resolution to Augment Budget – one (1) page

Exhibit C – Augmentation Analysis – seven (7) page

RESOLUTION NO.
(2010/2011 Budget Augmentation)

A RESOLUTION OF THE CITY OF HENDERSON REDEVELOPMENT AGENCY, PROVIDING FOR THE AUGMENTATION OF THE 2010/2011 BUDGET WITH FUNDS IN THE FORM OF RESOURCES ANTICIPATED TO FALL SHORT OF THAT BUDGETED AND RECITING THE APPROPRIATIONS TO BE AUGMENTED; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the resources and beginning fund balance in the City of Henderson Redevelopment Agency are anticipated to fall short of the amount budgeted by \$12,821,140; and

WHEREAS, NRS 354.598005, Procedures and requirements for augmenting or amending budget, states that before the adoption of the resolution, the governing body shall publish notice of its intention to act thereon in a newspaper of general circulation in the county for at least one publication, and that no vote may be taken upon the resolution until three (3) days after the publication of the notice. A form of the notice, attached as Exhibit B consisting of one page, shall be published by the City of Henderson Redevelopment Agency Secretary at least three (3) days prior to the meeting.

NOW, THEREFORE BE IT RESOLVED, by the City of Henderson Redevelopment Agency as follows:

SECTION 1. The anticipated shortfall in resources in the City of Henderson Redevelopment Agency budget in the amount of \$12,821,140 is to be re-appropriated in accordance with the attached schedule, Exhibit A consisting of one (1) page.

SECTION 2. This Budget Augmentation shall become effective upon delivery to the Department of Taxation of a certified copy of this resolution.

SECTION 3. Prior to the adoption of the resolution, the City of Henderson Redevelopment Agency Secretary caused a notice of intent to act to be published in a newspaper of general circulation in the county for at least one publication three (3) days prior to a vote being taken on the resolution. The form of the notice is attached as Exhibit B consisting of one page.

SECTION 4. This resolution is effective upon adoption.

END OF RESOLUTION

	(1) ORIGINAL APPROVED BUDGET	(2) BUDGET AMENDMENT	(3) FINAL BUDGET YEAR ENDING 6/30/11
REVENUES:			
Ad Valorem	9,585,256	(900,000)	8,685,256
Intergovernmental	0	26,300	26,300
Miscellaneous	264,900	312,560	577,460
Interest Income	0	0	0
Other Financing Sources	0	0	0
Total Revenues	9,850,156	(561,140)	9,289,016
OTHER FINANCING SOURCES:			
Debt Proceeds	0	0	0
Proceeds of Long-Term Debt	12,260,000	(12,260,000)	0
Total Other Financing Sources	12,260,000	(12,260,000)	0
BEGINNING FUND BALANCE:			
Reserved	13,438,328	0	13,438,328
Unreserved	21,995,036	0	21,995,036
Total Beginning Fund Balance	35,433,364	0	35,433,364
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL RESOURCES	57,543,520	(12,821,140)	44,722,380
EXPENDITURES:			
Salaries and Wages	1,020,400	28,638	1,049,038
Employee Benefits	345,144	10,886	356,030
Services and Supplies	10,710,431	(518,712)	10,191,719
Capital Outlay	0	0	0
Principal Pmts	590,000	0	590,000
Interest Cost	765,672	0	765,672
Other	387,263	(299,941)	87,322
Total Expenditures:	13,818,910	(779,129)	13,039,781
OTHER USES:			
Payment to Refunding Escrow Agent	10,840,000	(10,840,000)	0
ENDING FUND BALANCE:			
Reserved	13,438,328	0	13,438,328
Unreserved	19,446,282	(1,202,011)	18,244,271
Total Ending Fund Balance	32,884,610	(1,202,011)	31,682,599
TOTAL COMMITMENTS AND FUND BALANCE	57,543,520	(12,821,140)	44,722,380

**CITY OF HENDERSON - REDEVELOPMENT AGENCY
 (Local Government)**

AUGMENTATION

EXHIBIT B

PUBLISH: JUNE 10, 2011
Furnish two affidavits of publication



**CITY OF HENDERSON REDEVELOPMENT AGENCY
NOTICE OF INTENTION TO ACT ON RESOLUTION
TO AUGMENT BUDGET**

NOTICE IS HEREBY GIVEN that the City of Henderson Redevelopment Agency will act on a resolution to augment the budget for the 2010/2011 fiscal year in order to re-appropriate the shortfall in previously budgeted resources. The funds will be augmented as follows:

FUND	AMOUNT	RESOURCE
Redevelopment Agency Fund	\$12,821,140	Shortfall in Resources and Beginning Fund Balance

At a meeting to be held at 240 Water Street, Henderson, Nevada, in the City of Henderson Council Chambers, on June 21, 2010, at 6:30 p.m., or as soon thereafter as practicable, the Resolution to Augment the 2010/2011 Budget will be adopted. All interested persons may attend this meeting and be heard. Prior to the meeting, written comments may be filed with the City Clerk for consideration by City of Henderson Redevelopment Agency at 240 Water Street, Henderson, Nevada 89015.

Dated this 23rd day of May, 2011

Sabrina Mercadante, CMC
Secretary



Description	Admin 2081	Transfers	Augmentation	Proposed Adjustments	Adjusted Budget
Revenue					
Property Taxes	-	-	-	-	-
Interest Income	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Transfer from Other Depts	-	-	-	-	-
Contributed and Reimbursed Capital	-	-	-	-	-
Developer Reimbursements	-	-	-	-	-
Developer Reimbursements - Lakemoor Canyon	-	-	-	-	-
Total Revenue					
Expenditures					
Salaries & Benefits	1,335,547	-	-	-	1,335,547
Farmers Market Coupons	5,000	-	-	-	5,000
DT Events - Marketing	321,500	2,209	-	-	323,709
DT Service & Supplies	249,600	(124,400)	-	-	125,200
CS Service & Supplies	56,000	(2,800)	-	-	53,200
ES Service & Supplies	177,200	(117,900)	-	-	59,300
Consumer Branding	-	55,000	-	-	55,000
Advertising & Promotion	-	5,000	-	-	5,000
Outreach	-	35,918	-	-	35,918
Business Branding	39,500	10,500	-	-	50,000
Audit Fees	15,200	-	-	-	15,200
Other Operating Exp (Inc. print, post, fees, prof serv, etc)	116,700	(74,800)	-	-	41,900
Administrative Costs	292,733	-	-	-	292,733
Computer Maintenance Charges	11,346	-	-	-	11,346
PBX Internal Charges	9,701	-	-	-	9,701
Computer License Internal Charges	22,938	-	-	-	22,938
Xerox Contract Internal Charges	7,343	-	-	-	7,343
Purdue Marion - Public Relations	190,000	(77,500)	-	-	112,500
Total Expenditures					
	2,850,308	(288,773)	-	-	2,561,535
Revenues over Expenditures/(Loss)					
	(2,850,308)	288,773	-	-	(2,561,535)
Other Sources and (Uses) of Funds:					
Bond Proceeds	-	-	-	-	-
Refunding of Existing Debt	-	-	-	-	-
Interfund Transfers In	2,850,308	(288,773)	-	-	2,561,535
Interfund Transfers Out	-	-	-	-	-
Excess of Revenues and Other Sources over (under)					
Expenditures and Other Uses	-	-	-	-	-



Description	Final Budget FY11	Carry Fwd FY10 to FY11	Transfers	Augmentation	Adjusted Budget	WSD Action Steps	Add'l Proposed Proj	Augmented Budget
<i>Revenue</i>								
Property Taxes	3,252,201			(200,000)	3,052,201			3,052,201
Interest Income	50,000			47,250	97,250			97,250
Rental Income	-			(15,575)	-			-
Federal Grants	41,875				26,300			26,300
Bond Proceeds	-				-			-
Transfer from Other Depis	-				-			-
Contributed and Reimbursed Capital	-			173,210	173,210			173,210
Total Revenue	3,344,076				3,348,961			3,348,961
<i>Expenditures</i>								
Prog Costs - Façade Improvement Program	225,000	136,532		(125,000)	236,532			236,532
Prog Cost - Homeowners Assistance Program	275,000			(275,000)	-			-
Prog Cost - Misc (Inc Charette Design)	362,500		(157,399)		205,101			205,101
Professional Services		1,702	14,547		16,249			16,249
Appraisals & Title Fees			11,400		11,400			11,400
Rentals			3,666		3,666			3,666
Site A Utilities Relocation (Utility Refund Eligible)	283,528			35,210	318,738			318,738
Site A Parking Lot				373,500	373,500			373,500
Site A Subdivision Mapping			16,940		16,940			16,940
WSD Sign Kiosks	50,000			(33,100)	16,900			16,900
Prog Cost - DT Public Art	30,000	24,975		(30,000)	41,875			41,875
Prog Cost - Attraction/Tenant Imp Prog	200,000			(75,000)	125,000	70,000	(70,000)	125,000
*City Tower Site Clean Up								
Facilities Repairs & Maint (Includes Water St Sidewalk)	25,000		(18,575)		6,425			6,425
Electricity	22,840		(22,710)		130			130
Gas	1,310		(1,310)		-			-
Water	4,110		(1,750)		2,360			2,360
Trash	2,400		(2,400)		-			-
*Monumentation						255,000	(255,000)	-
*Public Space at Victory & Water						150,000	(150,000)	-
**NVE DT Master Plan	4,469,400	749,833		(5,208,858)	10,375			10,375
**Water Street Project Construction	1,250,000				1,250,000			505,000
SW Gas DT Upgrade Project								
Administrative Costs - Intrafund Transfers Out	1,097,322				1,097,322			1,097,322
RDA General Obl Debt - Principle	590,000				590,000			590,000
Special Assessments Principal								
Interest Expense	765,672				765,672			765,672
Bond Admin Fees (Underwriting)								
Low Income Housing Set Aside								
Snow Live Work Project								
Land at Basic & Pacific			15,000	(15,000)	-			-
Demolition of Parkline Site			4,600		4,600		750,000	754,600
Demolition of 322 Water Street			15,000	(5,500)	9,500			9,500
Library Tenant Improvements				130,000	130,000			130,000
Shurtleiff OPA				99,000	99,000			99,000
Townhouse OPA			1,950	(475)	1,475			1,475
Loss on Sale of Land							87,322	87,322
Total Expenditures	9,654,082	913,042	(121,041)	(5,130,223)	5,315,860	475,000	(382,678)	5,408,182
Revenues over Expenditures(Loss)	(6,310,006)		121,041		(1,966,899)	(475,000)	382,678	(2,059,221)
FY10 Fund Balance per FY10 Audited Financial	4,556,645				4,556,645			4,556,645
Estimated FY11 YE Fund Balance					2,589,746			2,497,424



EXHIBIT C
City of Henderson
Redevelopment
FY 2010-2011
Tuscan Fund

Description	Final Budget FY11	Carry Fwd FY10 to FY11	Transfers	Augmentation	Adjusted Budget	Add'l Proposed Proj	Augmented Budget
<i>Revenue</i>							
Property Taxes	1,728,579.00			311,465	2,040,044		2,040,044
Interest Income	35,000			75,000	110,000		110,000
<i>Total Revenue</i>	<u>1,763,579</u>	-			<u>2,150,044</u>	-	<u>2,150,044</u>
<i>Expenditures</i>							
Program Cost - Public Infrastructure Reimbursement	-			1,576,817	1,576,817		1,576,817
Administrative Costs - Intrafund Transfers Out	-			185,504	185,504		185,504
<i>Total Expenditures</i>				<u>1,762,321</u>	<u>1,762,321</u>	-	<u>1,762,321</u>
Revenues over Expenditures/(Loss)	<u>1,763,579</u>				<u>387,723</u>	-	<u>387,723</u>
<i>FY10 Fund Balance per FY10 Audited Financial</i>	<u>252,198</u>				<u>252,198</u>		<u>252,198</u>
<i>Estimated FY11 YE Fund Balance</i>					<u>639,921</u>		<u>639,921</u>



EXHIBIT C
 City of Henderson
 Redevelopment
 FY 2010-2011
 Cornerstone Fund

Description	Final Budget FY11	Carry Fwd FY10 to FY11	Transfers	Augmentation	Adjusted Budget	Add'l Proposed Proj	Augmented Budget
<i>Revenue</i>							
Property Taxes	864,290.00			(23,249)	841,041		841,041
Interest Income	-			12,000	12,000		12,000
Bond Proceeds	12,260,000			(12,260,000)	-		-
Total Revenue	13,124,290	-	-	(12,271,249)	853,041	-	853,041
<i>Expenditures</i>							
Program Cost - Public Infrastructure Reimbursement	744,000		387,663		1,131,663		1,131,663
Program Cost - Miscellaneous	30,000		39,836		69,836		69,836
Professional Services	56,000		(39,836)	(16,164)	-		-
Administrative Costs - Intrafund Transfers Out	-			41,303	41,303		41,303
Bond Admin Fees (Underwriting)	387,263		(387,663)	400	-		-
Total Expenditures	1,217,263	-	-	25,539	1,242,802	-	1,242,802
Revenues over Expenditures/(Loss)	11,907,027				(389,761)		(389,761)
FY10 Fund Balance per FY10 Audited Financial	928,786				928,786		928,786
Estimated FY11 YE Fund Balance					539,025		539,025



EXHIBIT C
City of Henderson
Redevelopment
FY 2010-2011
Eastside

Description Revenue	Eastside Final Budget FY11	Carry Fwd FY10 to FY11	Transfers	Augmentation	Adjusted Budget	Add'l Proposed Proj	Augmented Budget Balance
Property Taxes	3,651,970		(125,000)	(775,000)	2,751,970		2,751,970
Interest Income	25,000		125,000	(25,000)	125,000		125,000
Rental Income	-				-		-
Sponsorships	-				-		-
Bond Proceeds	-				-		-
Transfer from Other Depts	-				-		-
Contributed and Reimbursed Capital	-				-		-
Developer Reimbursements	-				-		-
Developer Reimbursements - Lakemoor Canyon	-				-		-
Total Revenue	3,676,970.00	-	-	-	2,876,970	-	2,876,970
Expenditures							
Prog Costs - Façade Improvement Program	200,000				200,000		200,000
Prog Cost - Homeowners Assistance Program	375,000			(341,664)	33,336		33,336
Prog Cost - Misc Non-Proj Specific	69,800		(9,670)	(6,738)	53,392		53,392
Prog Cost - Educational Asst Programs	10,000				10,000		10,000
Prog Cost - Attraction/Tenant Imp Prog	-		11,075		-		-
Professional Services	-			2,541	11,075		11,075
Operating Exp (Inc Dues, Fees, etc.)	-				-		-
Rental Expense	2,500				2,500		2,541
Purdue Marion - Public Relations	6,800	11,798			18,598		2,500
Administrative Costs - Intrafund Transfers Out	1,237,406				1,237,406		18,598
Administrative Costs	-				-		1,237,406
N. Water Street	-	6,208,050		(6,164,644)	43,406		43,406
Wells Park	837,300	89,784		2,054,877	2,981,961		2,981,961
RDA General Obl Debt - Principle	-				-		-
Special Assessments Principle	-				-		-
Interest Expense	-				-		-
Bond Admin Fees (Underwriting)	-				-		-
Low Income Housing Set Aside	-				-		-
Total Expenditures	2,738,806	6,309,632	1,405	(4,455,628)	4,594,215	-	4,594,215
Revenues over Expenditures/(Loss)	938,164				(1,717,245)		(1,717,245)
FY10 Fund Balance per Audited Financial	8,728,525				8,728,525		8,728,525
Less Reserve for Landwell	369,666				369,666		369,666
Estimated FY11 YE Fund Balance					6,641,614		6,641,614



EXHIBIT C
 City of Henderson
 Redevelopment
 FY 2010-2011
 Lakemoor Canyon Fund

Description	Final Budget FY11	Carry Fwd FY10 to FY11	Transfers	Augmentation	Adjusted Budget	Add'l Proposed Proj	Augmented Budget
<i>Revenue</i>							
Property Taxes	-				-		-
Interest Income	-				-		-
Developer Reimbursements - Lakemoor Canyon	50,000			(50,000)	-		-
Total Revenue	50,000			(50,000)			
<i>Expenditures</i>							
Legal Fees	50,000			(50,000)	-		-
Total Expenditures	50,000			(50,000)			
Revenues over Expenditures/(Loss)	-			-	-		-
FY10 Fund Balance per FY10 Audited Financial							
	-				-		-
Estimated FY11 YE Fund Balance							
					-		-



EXHIBIT C
 City of Henderson
 Redevelopment
 FY 2010-2011
 Revolving Fund

Description	Final Budget FY11	Carry Fwd FY10 to FY11	Transfers	Augmentation	Adjusted Budget	Add'l Proposed Proj	Augmented Budget
<i>Revenue</i>							
Property Taxes	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-
Rental Income	60,000.00	-	-	(30,000)	30,000	-	30,000
Total Revenue	60,000	-	-	(30,000)	30,000	-	30,000
<i>Expenditures</i>							
Facilities Repairs & Maint (Includes Water St Sidewalk)	25,000	-	-	(22,404)	2,596	-	2,596
Electricity	33,200	-	-	(11,490)	21,710	-	21,710
Gas	9,000	-	-	(7,690)	1,310	-	1,310
Water	3,600	-	-	(1,600)	2,000	-	2,000
Trash	2,070	-	-	80	2,150	-	2,150
Professional Services	-	-	-	2,000	2,000	-	2,000
Total Expenditures	72,870	-	-	(41,104)	31,766	-	31,766
Revenues over Expenditures/(Loss)	(12,870)	-	-	(1,766)	(1,766)	-	(1,766)
<i>FY10 Fund Balance per FY10 Audited Financial</i>							
	-	-	-	-	-	-	-
<i>Estimated FY11 YE Fund Balance</i>							
	-	-	-	(1,766)	(1,766)	-	(1,766)



**REDEVELOPMENT AGENCY ADVISORY COMMISSION
AGENDA ITEM**

REGULAR MEETING

MAY 24, 2011

RAC-006

SUBJECT	Projects Update
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Acceptance

FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

BACKGROUND / DISCUSSION / ALTERNATIVES:

This is an update provided to the Redevelopment Agency Advisory Commission of new and ongoing projects and business activity within the four redevelopment areas.

RECOMMENDED MOTION:

I move to accept report.

Supporting Documentation:

Memorandum consisting of three (3) pages



Memorandum

TO: Redevelopment Agency Advisory Commission
FROM: Michelle Romero, Redevelopment Manager
SUBJECT: Projects Update

Following are new or ongoing redevelopment projects, as compiled by staff, in our Redevelopment Areas and their status as of May 16, 2011:

I. CORNERSTONE REDEVELOPMENT AREA

Projects

- Ladera Parcels
- Cornerstone Two provisional certificates of completion were completed this week: 1553 Otero Valley Court and 1540 Sagrada Court, as properties continue to sell.

II. DOWNTOWN REDEVELOPMENT AREA

Projects

- 323 Water Street
- Business Recruitment Marketing Team
- City Tower (Southeast corner of Lake Mead Parkway and Water Street)
- Create Comprehensive Development and Business Recruitment Incentive Packages
 - Urban Lounge: Staff has begun initial briefings with Council to discuss this new use. Council thus far has provided feedback that staff will take back for further research and input.
- Downtown Arts & Culture
- Downtown Power Need
- Increase Curb Appeal
 - Targeted Façade Design Charette: Staff has sent correspondence to the owner of 19 S. Water Street, the most highly targeted building, but the owner has not responded at this time. Staff will be contacting the tenants to obtain a phone number.
- Lake Mead Crossing
- Marketing the Water Street District Team
 - WaterStreetDistrict.com: Business recruitment collateral is being finalized in preparation to distribute at the upcoming International Council of Shopping Centers annual convention.
- Marketing To Developers, Business Owners & Consumers
 - Business Recruitment: Man and Missionary – a company that provides meals and assistance to the seniors in our community is preparing to open June 1 at 35 E.

- Basic Road and has leased four of the spaces in the plaza that have been vacant for over a year. The owner of the facility will be working with staff for a sign grant.
- Snow Live/Work Project: The groundbreaking was postponed because the project has hit a financing snag with the construction loan. The Snows are working with the NDC and are looking at options to have a condo map created for the project so that for financing purposes, each portion of the project is distinct.
- Basic Road/Pacific Avenue Property: Construction Management is moving forward to prepare a bid notice to demo the former Parkline site. The demolition is planned to take place later this summer. It is planned that the four NV Energy transformers will remain in place for future development. Also, it is anticipated once the demolition is completed, the fencing will be left in place to help secure the site and keep vehicles and residents from entering the property, especially from the park side since there will still be a grade difference between the two sites.
- Residential Development Team
 - Downtown Investment Strategy Update: Staff is refining draft land use recommendations and developing plan element strategies for implementation. The next Technical Committee meeting is on May 24 to discuss draft plan element strategies.
- Social Gathering Space Team
- Shurtleff Building (38 S. Water Street)
- Site A
- The Meridian (155 S. Water Street)
- Water Street District Business Association

Programs

- Façade Improvement Program
- Homeowners Assistance Program

III. EASTSIDE REDEVELOPMENT AREA

Projects

- Landwell/Cadence
- Museum Site-95/Galleria
- Wells Park: The pool slide has been installed and the remaining mechanical equipment will be installed in the next few weeks leading up to the opening of the pool on Memorial Day weekend. Demolition on the remaining portions of the park has begun. The tennis court will be removed by the end of next week. All of the trees scheduled to be removed within the park have been removed.

Programs

- Façade Improvement Program
- Homeowners Assistance Program
- Sign Grant Program

IV. TUSCANY REDEVELOPMENT AREA

- Commerce received their acceptance letter from the City for public improvements. There are two minor bookkeeping items that need to be done before the Agency can issue the Certificate of Completion. It is expected that the certificate will be issued by Thursday of next week.

V. LAKEMOOR CANYON

VI. ADMINISTRATION / ALL AREAS

- Bonds
- Business License Counts