



**CITY OF HENDERSON
REDEVELOPMENT AGENCY LOAN COMMITTEE
MEETING AGENDA**

**Regular Meeting
Tuesday, September 27, 2011
3:30 p.m.**

**City Hall Annex
City Hall Annex Conference Room
280 Water Street
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, combine two or more agenda items for consideration, remove an item from the agenda, or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted.

Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

Electronic agendas can be found at: [HTTP://WWW.CITYOFHENDERSON.COM/](http://www.cityofhenderson.com/)

I. CALL TO ORDER

II. CONFIRMATION OF POSTING AND ROLL CALL

III. ACCEPTANCE OF AGENDA (For Possible Action)

IV. 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). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

V. NEW BUSINESS

1.	MINUTES—CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF AUGUST 11, 2011 <i>(For Possible Action)</i>
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RECOMMEND APPROVAL OF THE MINUTES FROM THE CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF AUGUST 11, 2011.

2.	RATIFICATION OF AN EMERGENCY BUSINESS ASSISTANCE LOAN FOR 11 S. WATER STREET <i>(For Possible Action)</i>
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RECOMMEND RATIFICATION OF AN EMERGENCY BUSINESS ASSISTANCE LOAN TO KENPUTER GURU LOCATED AT 11 S. WATER STREET IN THE AMOUNT OF \$5,000.

(CONTINUED ON NEXT PAGE)

3.	REQUEST FOR A FAÇADE LOAN TO GRANT FOR 19 S. WATER STREET <i>(For Possible Action)</i>
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RECOMMEND CONDITIONAL APPROVAL OF A FAÇADE LOAN TO GRANT TO 19 S. WATER STREET IN AN AMOUNT NOT TO EXCEED \$81,000.

VI. 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). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

VII. ADJOURNMENT

Agenda posted prior to 9:00 a.m. on September 21, 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



REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

REGULAR MEETING

SEPTEMBER 27, 2011

LC-001

SUBJECT	MINUTES—CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF August 11, 2011
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Approval

**CITY OF HENDERSON REDEVELOPMENT AGENCY
SPECIAL LOAN COMMITTEE
MINUTES**

August 11, 2011

I. CALL TO ORDER

Chairman Foster called the Redevelopment Agency Loan Committee to order at 3:04 p.m. in the City Hall Annex Conference Room, City Hall Annex, 280 Water Street, Henderson, Nevada.

II. CONFIRMATION OF POSTING AND ROLL CALL

Tiffany Reardon 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 Tom Foster
Roy Borsellino
Tom Fay
Michelle Romero
Richard Serfas

Excused: Stan Southwick

Staff: Mary-Anne Cruzado, Administrative Assistant III
Christine Guerci-Nyhus, Interim City Attorney
Anthony Molloy, Redevelopment Project Manager
Tiffany Reardon, Redevelopment Communication Specialist
Lisa Sich, Special Projects Accountant
April Parra, Minutes Clerk

Guests: Nora Armenian, Vegas Valley Developers, Ltd.

III. ACCEPTANCE OF AGENDA

(Motion) Ms. Romero introduced a motion to accept the agenda as presented. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

IV. ITEMS OF BUSINESS

1.	MINUTES – CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF JULY 11, 2011.
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Recommend approval of the minutes from the City of Henderson Redevelopment Agency Loan Committee meeting of July 11, 2011.

(Motion) Mr. Borsellino introduced a motion to approve the minutes from the City of Henderson Redevelopment Agency Loan Committee meeting of July 11, 2011, seconded by Mr. Fay. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

2.	FAÇADE LOAN-TO-GRANT FOR 450 N. WATER STREET
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Recommend approval for the Downtown Façade Loan-to-Grant for 450 North Water Street and 471 North Boulder Highway in a reduced amount not to exceed \$58,440.00.

Anthony Molloy, Redevelopment Project Manager, gave a presentation on the proposed item and stated staff recommends approval of an increased amount of \$69,940.00 to include fencing.

Nora Armenian, 1023 Whitney Ranch Drive, representing the applicant, gave a brief presentation and requested the Commission's approval of the larger amount to include the fencing. She also noted that the fencing is decorative wrought iron and not chain-link.

Mr. Fay requested a report on the number of new employees the business will hire as a result of these improvements. Mr. Molloy stated that he would add this requirement as a condition of approval.

Ms. Romero commented that it would not be a good idea if improvements were only done to the building and not the fencing.

Responding to Mr. Foster's inquiry regarding the cost per linear foot, Mr. Molloy stated they exceeded the requirements per linear foot. Foster requested that those calculations be included to complete the application.

- (Motion) Mr. Serfas introduce a motion recommending approval of the Downtown Façade Loan-to-Grant for 450 North Water Street and 471 Boulder Highway in an amount not to exceed \$69,940.00 to include fencing, seconded by Mr. Borsellino. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

3.	AMENDED FAÇADE LOAN-TO-GRANT FOR 722 WEST SUNSET ROAD
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Recommend approval of building owner's request which will allow for the reimbursement of expenses for Phase I Improvements prior to the completion of the sign install which will take place as Phase II subject to all original conditions of approval.

Mr. Molloy gave a presentation on the proposed item and stated staff recommends approval.

A discussion ensued regarding the reimbursement process.

- (Motion) Ms. Romero introduced a motion recommending approval of building owner's request which will allow for the reimbursement of expenses for Phase I Improvements prior to the completion of the sign install which will take place as Phase II subject to all original conditions of approval, seconded by Mr. Serfas. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

4.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 111 MAPLE STREET (BUSTAMANTE LIVING TRUST)
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Recommend approval of a Homeowners Assistance Program loan modification for 111 Maple Street (Bustamante Living Trust).

Lisa Sich, Special Projects Accountant, gave a presentation on the proposed item and stated staff recommends approval.

A discussion ensued regarding how the approval process works as well as how documents flow through the system.

Mr. Foster pointed out discrepancies in the numbers on the documents. Ms. Sich said she will ensure the documents are corrected.

It was noted that the new number need to reflect \$15,750.00.

- (Motion) Mr. Fay introduced a motion recommending approval of a Homeowners Assistance Program loan modification for 111 Maple Street (Bustamante Living Trust), seconded by Mr. Borsellino. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

5.	REQUEST FOR HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 448 HOLICK AVENUE (BILL AND COLETTE FACKRELL)
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Recommend approval of a Homeowners Assistance Program loan modification for 448 Holick Avenue (Bill and Colette Fackrell).

Ms. Sich gave a presentation on the proposed item and stated staff recommends approval. It was noted that there were concerns regarding other documents.

(Motion) Mr. Borsellino introduced a motion to waive the residency requirement for 448 Holick Avenue through an amendment to the note without re-conveyances, seconded by Mr. Foster. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

6.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 561 NATIONAL (CARL J. FORSYTH AND GAIL J. WEBB)
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Recommend approval of a homeowners Assistance Program loan modification for 561 National (Carl J. Forsyth and Gail J. Webb).

Ms. Sich gave a presentation on the proposed item and stated staff recommends approval.

(Motion) Mr. Serfas introduced a motion recommending approval of a homeowners Assistance Program loan modification for 561 National (Carl J. Forsyth and Gail J. Webb), seconded by Mr. Fay. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

7.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 562 LIVERPOOL (ROXANN GREEN).
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Recommend approval of a Homeowners Assistance Program loan modification for 562 Liverpool (Roxanne Green).

Ms. Sich gave a presentation on the proposed item and stated staff recommends approval.

(Motion) Mr. Fay introduced a motion recommending approval of a homeowners Assistance Program loan modification for 561 National (Carl J. Forsyth and Gail J. Webb), seconded by Mr. Borsellino. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

8.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 900 PALO VERDE (CYNTHIA JOHNSON)
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Recommend approval of a Homeowners Assistance Program loan modification for 900 Palo Verde (Cynthia Johnson).

Ms. Sich gave a presentation on the proposed item and stated staff recommends approval.

(Motion) Mr. Foster introduced a motion recommending approval of a Homeowners Assistance Program loan modification for 900 Palo Verde (Cynthia Johnson), seconded by Ms. Romero. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

9.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 225 ASH STREET (JACQUELINE POSSEHL).
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Recommend approval of a Homeowners Assistance Program loan modification for 225 Ash Street (Jacqueline Possehl).

Ms. Sich gave a presentation on the proposed item and stated staff recommends approval.

Responding to Mr. Fay's question regarding whether the note will need to be modified, Ms. Guerci-Nyhus, Interim City Attorney, stated it will have to be done through an amendment to the note.

(Motion) Ms. Romero introduced a motion recommending approval of a Homeowners Assistance Program loan modification for 225 Ash Street (Jacqueline Possehl), seconded by Mr. Borsellino. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

10.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 1928 ALLEN AVENUE (JACQUELINE STINGLEY)
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Recommend approval for a Homeowners Assistance Program loan modification for 1928 Allen Avenue (Jacqueline Stingley).

Ms. Sich gave a presentation on the proposed item and stated staff recommends approval. Ms. Sich noted that she has not been able to contact Ms. Stingley by telephone and will send notification via certified mail.

Ms. Guerci-Nyhus noted that the documents need to be in order before any type of foreclosure takes place.

(Motion) Mr. Serfas introduced a motion recommending approval for a Homeowners Assistance Program loan modification for 1928 Allen Avenue (Jacqueline Stingley), seconded by Mr. Fay. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

11.	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 63 WYOMING (DANETTE STUDEBAKER).
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Recommend approval of a Homeowners Assistance Program loan modification for 63 Wyoming (Danette Studebaker).

Ms. Sich requested that this item be continued to the September meeting of the Redevelopment Agency Loan Committee.

(Motion) Mr. Foster introduced a motion to continue the item to the September meeting of the Redevelopment Agency Loan Committee, seconded by Mr. Serfas. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

V. PUBLIC COMMENT

There were no comments presented by the public.

VI. ADJOURNMENT

There being no further business to be discussed, the meeting was adjourned at 4:15 p.m.

Respectfully submitted,

April Parra,
Minutes Clerk



REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

REGULAR MEETING

SEPTEMBER 27, 2011

LC-002

SUBJECT	RATIFICATION OF AN EMERGENCY BUSINESS ASSISTANCE LOAN FOR 11 S. WATER STREET
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Ratification

**Ratification of Emergency Business Assistance Loan
Staff Summary
Loan Committee Meeting
September 27, 2011
3:30 City Hall Annex Conference Room**

Property Address:	11 S. Water Street, Suite A
Property Owner:	Kenneth Goldberg
City Zoning:	DCC-RD –Downtown Core Commercial with Redevelopment Overlay
Design Review Required:	N/A
COH Building Permit Required:	N/A

Summary of Application

Improvements to Water Street from the north side of Pacific Avenue to Lake Mead Parkway, referred to as Phase III improvements, commenced July 5, 2011 and were completed by September 16, 2011. Improvements to the right-of-way include the removal of existing sidewalk, landscaping, curb, gutter and asphalt replacement with widened decorative sidewalks, landscape beds, turn-out lanes and traffic lanes. Construction commenced on the east side of Water Street and upon completion of the east side improvements, changed to the west side of Water Street. This strategy to work on one side at a time, while extending the length of the construction time, ensured that two-way traffic would be possible on Water Street throughout the construction process. In order to reduce the impact on businesses in the affected area, for the most part construction took place at night. During the construction process, Redevelopment and Public Works staff worked with the contractor, Capriati Construction, to ensure access to the businesses during business hours. There was, however, a period from July 25 through July 29 when access to the businesses on the east side of the street was completely cut off while new sidewalks were being poured and to allow cure time. In addition, when the intersection of Water Street and Victory Road was replaced, access to the rear parking lot was impeded, but not completely cut off.

The week of August 1, 2011, Redevelopment Agency staff was contacted by several business owners with an inquiry to the availability of funding to assist the businesses that have been affected negatively by the construction. Specifically, the business owners stated that construction blocked and/or impeded access to their place of business which resulted in the loss of revenue and is jeopardizing the ability of these businesses to remain open. In response to this inquiry, staff immediately started to review budgets to see if money could be pulled from other programs to provide emergency funds in the form of a loan in an effort to avoid the closure of businesses.

Sensitive to the immediacy of the problem, staff offered the program to qualified business owners, beginning August 17, 2011. The Program was scheduled for ratification by the Redevelopment Agency Board on the agenda of September 6, 2011, at which time it was

ratified. It was also scheduled for ratification by the Redevelopment Advisory Commission September 27, 2011.

On August 29, 2011, the Redevelopment Agency received an application from Kenneth Goldberg, owner of Kenputer Guru, in the amount of \$5,000. Mr. Goldberg stated that without the loan, he would be forced to lay-off two of his four staff. The application was received and reviewed to ensure the applicant met eligibility requirements of the program by Redevelopment Agency staff and administratively approved on September 6, 2011. Loan documents for the approval were executed September 12, 2011.

Staff Recommendation

It is the recommendation of staff that the Loan Committee ratify the approval of an Emergency Business Assistance Loan in the amount of \$5,000 to Kenneth Goldberg, owner of Kenputer Guru, with a term of 0% interest and 48 months.

KenputerGuru

Computer Sales and Service

City of Henderson
Economic / Redevelopment
Bob Cooper, Manager
280 Water St.
P.O. Box 95050
Henderson, NV 89009-5050

Dear Mr. Cooper,

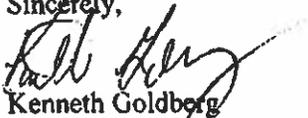
Attached to this letter is the application for the Emergency Assistance Loan Program. I am writing this letter to provide vital information as to KenputerGuru's need for this loan to protect job loss and the business closure.

The impact of the street repair has cost KenputerGuru untold amounts of revenue. I am aware of losses because the company was contacted by four of our potential repeat customers that informed us that they had to do business with another company because they felt they were unable to get to our shop. The customers that contacted us were repeat there are unknown numbers that did not contact us and chose just to drive by and not stop.

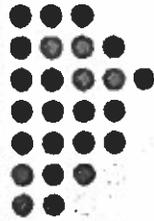
The 0% interest loan will allow KenputerGuru to retain its staff of four employees, assist us in keeping our doors open and allow us to generate new business to the area. Without the loan I will have to lay off at least 2 of my staff immediately and the company may not recover from the losses incurred and therefore may have to close before the end of the year without a small injection of capital.

Thank you for your assistance.

Sincerely,


Kenneth Goldberg
Managing Member

11 S. Water St. Ste.A, Henderson NV 89015
Phone: 702-614-7094 Fax: 702-257-4848
E-Mail: info@kenputerguru.com





City of Henderson Redevelopment Agency
 280 Water Street, P.O. Box 95050, MSC 572
 Henderson, NV 89009-5050
 Phone: (702) 267-1515
 Fax: (702) 267-1503

EMERGENCY BUSINESS ASSISTANCE LOAN APPLICATION

The program provides Redevelopment Agency (RDA) Funds to assist business owners directly impacted by the Phase III Water Street Improvement Project. To be eligible for this short-term loan program, the applicant must own/operate a business on Water Street between Pacific Avenue and Victory Road in Henderson NV and had their revenue negatively impacted by the Project.

Please submit a complete application with the listed required documents and appropriate signatures to avoid any delays in financial consideration. Please print legibly in either blue or black ink.

1. APPLICATION DETAILS – All loans carry a 0% interest rate.

Loan Amount Requested - \$5,000 maximum: 5000
 Term Requested - 48 month maximum: 48 month

*Please note that applications for the Emergency Business Assistance Loan will only be accepted between the dates of August 24 and September 7, 2011 and reviewed on a first-come, first-served basis.

2. PROPERTY INFORMATION

Business Name: <u>Ken puter Guru</u>		
<input type="checkbox"/> Corporation (d/b/a)	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Sole Proprietorship <u>LLC</u>
Physical Address: <u>11 S. Water St #A Henderson NV 89015</u>		
Mailing Address: <u>11 S. Water St #A</u>		
City: <u>Henderson</u>	State: <u>NV</u>	Zip Code: <u>89015</u>
Phone: <u>702-614-7094</u>	Cell: <u>702-860-4451</u>	Fax: <u>702-257-4848</u>
Building Use: <u>Retail</u>		

3. APPLICANT INFORMATION

Name: <u>Kenneth Goldberg</u>		
Mailing address: <u>946 Wild West Dr.</u>		
City: <u>Henderson</u>	State: <u>NV</u>	Zip Code: <u>89002</u>
Phone: <u>702-860-4451</u>	Cell: <u>702-860-4451</u>	Fax: <u>702-257-4848</u>
How long have you operated this business at this address: <u>4 years</u>		

Financial_App August 2011

4. CONTACT PERSON OR REPRESENTATIVE		
Name: <i>Kenneth Goldberg</i>		
Mailing address: <i>11 S. Water St #A</i>		
City: <i>Henderson</i>	State: <i>NY</i>	Zip Code: <i>89015</i>
Phone: <i>702-614-7094</i>	Cell: <i>702-860-4451</i>	Fax: <i>702-257-4048</i>

I / We hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites the City of Henderson (COH) and/or RDA to make all reasonable inspections of the subject property during the process period associated with the application.

Kenneth Goldberg
 Applicant signature

8-29-2011
 Date

PROGRAM APPLICATION REQUIREMENTS

Emergency Business Loan Program	
<ul style="list-style-type: none">• Complete signed application form.• Business Ownership disclosure form.• A statement providing the following information: During the period July 1-August 15 2010, income for the business was <u>27,885.00</u> During the period July 1-August 15 2011, income for the business was <u>22,491.00</u> Due to construction, revenues are down <u>unknown %</u> <u>losses</u>	
<ul style="list-style-type: none">• Copies of bank statements for the business for the periods indicated above.• A statement indicating the number of jobs that will be retained.	

Note: Applying for grant/loan funds does not obligate the Redevelopment Agency (RDA) to allocate funds for the specified project. Only after the review and approval of the application and signing of loan documents will the RDA authorize funds. In the event the application is denied by the Economic Development/Redevelopment Manager, applicant may appeal to the Redevelopment Agency Board.

Office Use Only	
Date Application Received: _____	Date of Complete Application: _____
Assessor's Parcel Number: _____	Zoning: _____
Approved Loan \$ _____	Approved Loan Term: _____
Approval Letter Date _____	Denial Letter Date _____
Certificate of Insurance Received: _____	

September 6, 2011

Mr. Kenneth Goldberg
946 Wild West Drive
Henderson NV, 89002

Subject: Approval of your Emergency Assistance Loan for Kenputer Guru located at 11 S. Water Street, Henderson NV 89015

Mr. Goldberg:

Your Emergency Business Assistance Loan has been conditionally approved in the amount of \$5,000 (FIVE THOUSAND DOLLARS AND 10/100). This is the maximum amount that you are eligible for per the Program Guidelines.

This approval is conditional upon:

1. Your signing of the Loan Agreement and Promissory Note that will be created by the City of Henderson City Attorney's Office;
2. An interest rate of 0% and a repayment period of 48 months. Monthly payments on the loan will commence in November 2011.
3. Your return of a completed W-9 Form which has been enclosed for your convenience.

You will be contacted shortly to come to our office and execute the Loan Agreement and Promissory Note. Upon signing of these documents, the Redevelopment Agency will request a check from the Finance Department.

If you have any questions, please feel free to contact me at your convenience at 702-267-1511.

Sincerely,

Anthony J. Molloy, AICP
Redevelopment Project Manager

Enc: W-9 Form

AM:ajm

LOAN AGREEMENT

This Loan Agreement ("Agreement"), dated as of September ____, 2011 ("Effective Date") by and between **KenputerGuru, LLC** ("Borrower") and the **CITY OF HENDERSON REDEVELOPMENT AGENCY** ("Agency"). Borrower and Agency are collectively referred to herein as the "Parties."

RECITALS

A. Agency is a Community Redevelopment Agency formed, existing and exercising its powers pursuant to the provisions of the Community Redevelopment Law, Nevada Revised Statute Sections 279.382 et seq. ("Community Redevelopment Law").

B. On October 4, 1995, the City Council of the City of Henderson (the "City") adopted Ordinance No. 1618 (as subsequently amended on January 5, 2004 by Ordinance No. 2243 and on January 3, 2006 by Ordinance No. 2426), adopting the Redevelopment Plan for the Downtown Redevelopment Project Area (the "Redevelopment Plan").

C. The Agency is responsible for the implementation of the Redevelopment Plan in the Downtown Redevelopment Project Area ("Project Area").

D. Borrower has requested, and Agency has agreed to provide, a loan in the amount of **Five Thousand Dollars (\$5,000.00)** ("Loan") pursuant to the terms and conditions of the ***Emergency Assistance Loan Program***.

E. The Agency has determined that the provision of a loan to Borrower pursuant to the terms of this Loan Agreement is consistent with the Redevelopment Plan and is in the interest of the health, safety and welfare of the residents of the Project Area and the City.

NOW, THEREFORE, Agency and Borrower agree as follows:

1. Loan Terms.

1.1 Loan Application. Borrower acknowledges that the Loan is subject to the terms set forth in the application submitted by Borrower as well as the Conditions and Terms contained in the ***Emergency Assistance Loan Program Application***, receipt of which is hereby acknowledged.

1.2 Loan Amount. Agency agrees to lend to Borrower, subject to the terms of this Agreement, a loan not to exceed **Five Thousand Dollars (\$5,000.00)**.

1.3 Interest Rate. Interest shall accrue at the rate of 0% per annum.

1.4 Maturity Date. The Loan shall mature and be due and payable four (4) years from the date of funding ("Maturity Date").

1.5 Loan Repayment. Borrower shall make monthly loan payments on the first day of each month in accordance with the amortization schedule attached to this Amendment as Exhibit A.

1.6 Prepayment. The Loan or any portion thereof may be prepaid at any time without premium or penalty. Any prepayment of principal must be accompanied by accrued unpaid interest. Prepayments shall be applied first to any unpaid late charges and other costs and fees then due, then to accrued but unpaid interest and then to principal. Payment shall be made in lawful money of the United States at Agency's address for notices set forth herein.

2. Conditions Precedent to Agency's Obligation to Disburse. The obligation of Agency to fund the Loan and disburse the proceeds thereof is conditioned upon the receipt by Agency of the following:

2.1 Loan Documents. The executed Loan Agreement, acknowledged where appropriate, duly executed by Borrower;

2.2 Other Documents. Copies of such other documents related to the operations of the Business as Agency may reasonably request;

3. Representations and Warranties. To induce Agency to enter into this Agreement, Borrower hereby makes the following representations and warranties, which shall survive the execution and performance of this Agreement and the other Loan Documents, and continue until all obligations to Agency hereunder and there under have been satisfied in full:

3.1 Legal Status. Borrower has the authority to enter this Agreement, and to obtain and secure the Loan.

3.2 Validity and Authorization. The application submitted by Borrower and all information provided to the Agency is true and correct and there have been no material changes from the date of application to the date of execution of the Loan Agreement. The execution and performance by Borrower of this Agreement have been duly authorized by the appropriate and necessary action and constitute

legal, valid and binding agreements of Borrower, enforceable in accordance with their respective terms.

4. Covenants. Borrower agrees that so long as Borrower is indebted to Agency under this Agreement, and until payment in full is received under terms of the Note, Borrower shall, in addition to any other covenants in the Loan Documents, faithfully perform the following covenants:

4.1 Relocation. If Borrower relocates the business, Borrower shall provide written notice to Agency thirty (30) days prior to such relocation.

4.2 Maintenance of Licenses and Permits/Legal Compliance. Borrower will, and will cause Business to, preserve and maintain the existence of their respective licenses, rights, franchises, and privileges in the jurisdiction of their formation and all authorizations, consents, approvals, orders, licenses, permits, or exemptions from or registrations with, any governmental agency that are necessary for the transaction of their respective businesses, and qualify and remain qualified to transact business in each jurisdiction in which such qualification is necessary.

4.3 Reorganizations, Acquisitions, Change of Name. Borrower will notify, within ten (10) calendar days of its intent to (a) merge or consolidate Business with or into any corporation or other entity, or sell, lease, transfer or otherwise dispose of all or a substantial part of its assets, whether now owned or hereafter acquired; or (b) change corporate name, management, ownership of Business, or change Business' method of accounting or record keeping, or materially change the nature or location of Business.

4.4 Notice to Agency. Borrower shall, within ten (10) calendar days of any of the following, provide notice to Agency of the occurrence of any Event of Default as defined in this Agreement, or any event, act or condition which, with the giving of notice or the passage of time or both would constitute an Event of Default hereunder or there under.

4.5 Payment of Taxes and Other Potential Liens. Borrower will promptly pay all taxes, assessments and governmental charges or levies imposed upon any of them, upon their respective properties, or upon the Business, except that Borrower shall not be required to pay or cause to be paid any tax, assessment, charge or levy that is not yet past due, or is being contested in good faith by appropriate proceedings, so long as the relevant entity has established and maintains adequate reserves for the payment thereof and by reason of such nonpayment and contest no material assets of Borrower are in jeopardy of being seized, levied upon or forfeited.

4.6 Effect and Duration of Covenants. All terms, covenants, obligations, agreements and conditions under the Agreement or referenced herein to indemnify, reimburse, defend and hold harmless Agency shall remain in effect for the maximum period permissible under Nevada law and shall remain in effect notwithstanding any termination of all or part of this Agreement.

5. Default and Remedies.

5.1 Events of Default. Upon the happening of any one or more of the following events of default, the principal unpaid balance of this Agreement, plus accrued and unpaid interest thereon, shall, at the option of the Agency and without notice or demand, become due and payable. The following shall constitute Events of Default:

- a) Borrower's failure to make any payment when due in accordance with Exhibit A.
- b) The failure of Borrower to perform any covenant or obligation to the Agency under this Agreement.
- c) Any representation or warranty made by Borrower in connection with this Agreement, or any document or agreement made or submitted in connection herewith, that is materially false or misleading.

5.2 Default Interest. In the event that any amount due under this Agreement is reduced to judgment, or if the Borrower is ten (10) or more days late in making any payment required to be made, or if any non-monetary Event of Default shall occur, and said default is not cured within thirty (30) days after the date of written notice sent by Agency to the Borrower at the address set forth herein notifying Borrower of the default, the total unpaid balance of principal of this Agreement shall then begin accruing interest at the Default Rate of five percent (5%) per annum, until such time as the Event of Default in question is cured.

5.3 Remedies. Without limiting the foregoing, upon the occurrence of an Event of Default, Agency may:

- a) Declare that all principal and accrued interest outstanding shall become immediately due and payable without presentment, demand or protest, or other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding; and/or
- b) Proceed to enforce any of its remedies under this Agreement, or pursuant to the Nevada Revised Statutes or applicable law. No remedy conferred upon or reserved to Agency herein is intended to be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

6. Miscellaneous.

6.1 No Waiver of Agency Rights. No delay or failure of Agency, in exercising any right, power or privilege, nor any single or partial exercise thereof or any abandonment or discontinuance of steps to endorse such a right, power or privilege, shall be deemed a waiver of Agency's right to exercise such power or privilege in the future. The rights of Agency hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by Agency, or any holder of the Note, of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing.

6.2 Notices. All notices, requests and demands given to, or made upon, any party to this Agreement shall be deemed to have been given or made when properly deposited in the U.S. mail and addressed as follows:

Borrower: **Kenneth Goldberg
KenputerGuru, LLC
11 S. Water St. Suite A
Henderson, NV 89015**

Agency: **City of Henderson Redevelopment Agency
240 Water Street
Henderson, NV 89009**

6.3 Applicable Law/ Waiver of Right to Jury. This Agreement shall be constructed and construed in accordance with the laws of the State of Nevada. The parties acknowledge and agree in the event that any claim arises hereunder, the parties hereby waive their right to a trial by jury in any such action or proceeding, whether initiated by Agency or Borrower.

6.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Borrower and Agency and to their respective heirs, successors and assigns.

6.5 Amendments. This Agreement may not be altered or amended, except with the written consent of each of the parties.

6.6 Agency's Reliance on Borrower' Representation. All covenants, warranties, representations and affirmations made by Borrower are considered material to this Agreement, and Agency has relied upon same in contemplating the extension of credit to Borrower.

6.7 Severability. The invalidity or unenforceability of one or more provisions of this Agreement shall in no way affect the remaining provisions.

6.8 Construction. The singular shall include the plural; the plural shall include the singular, unless the context of the Agreement requires otherwise.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when taken together, will be deemed to be an original and one and the same instrument. This Agreement will not become effective until all counterparts hereof have been duly executed by all parties hereto.

6.10 Agency's Right to Assign. Notwithstanding any other provision of this Agreement, there shall be no restrictions on Agency's right to assign this Agreement, any note and any obligation arising hereunder to any third person or entity.

6.11 Waivers. To the extent permitted by law, Borrower hereby waives and relinquishes: (i) the defense of the statute of limitations in any action hereunder or in any action for the collection of any indebtedness; (ii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Agency to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (iii) demand, protest and notice of any kind; (iv) any defense based upon an election of remedies by Agency, including, without limitation, the marshaling of assets (or any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal); (v) any defense arising because of Agency's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111 (b) of the Federal Bankruptcy Code; (vi) any defense based on any borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code; (vii) any defense based upon an election of remedies by Agency, including, without limitation, any election to proceed by judicial or non-judicial foreclosure of any security, whether real property or personal property security, or by deed in lieu thereof, and whether or not every aspect of any foreclosure sale is commercially reasonable, or any election of remedies.

Signatures on following page.

IN WITNESS WHEREOF, the parties above-mentioned have entered into this Agreement the day and year first above mentioned.

BORROWER	AGENCY
KenputerGuru, LLC	CITY OF HENDERSON REDEVELOPMENT AGENCY
KENNETH GOLDBERG Manager	BOB COOPER, CEcD Economic Development / Redevelopment Manager Approved as to form: CHRISTINE GUERCI-NYHUS Interim General Counsel

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **KenputerGuru, LLC** ("Borrower"), promises to pay to the **CITY OF HENDERSON REDEVELOPMENT AGENCY** ("Agency"), the principal sum of **Five Thousand Dollars (\$5,000.00)**.

1. This Promissory Note ("Note") has been executed and delivered in accordance with a Loan Agreement dated September ____, 2011 (the "Loan Agreement") between Borrower and Agency, which details the terms under which Agency agrees to lend Borrower **Five Thousand Dollars (\$5,000.00)** pursuant to the terms and conditions of the **Emergency Assistance Loan Program**. The rights and obligations of Borrower under this Promissory Note shall be governed by the Loan Agreement and by the terms set forth in this Promissory Note.

2. Terms of Promissory Note.

2.1 Loan Amount. Agency agrees to lend to Borrower, subject to the terms of the Loan Agreement, an amount not to exceed at any time **Five Thousand Dollars (\$5,000.00)** (the "Loan").

2.2 Loan Terms. The Loan shall mature and be due and payable four (4) years from the date of funding ("Maturity Date"). No interest will accrue if payments are made when due.

2.3 Prepayment. The Loan or any portion thereof may be prepaid at any time without premium or penalty. Any prepayment of principal must be accompanied by accrued unpaid interest. Prepayments shall be applied first to any unpaid late charges and other costs and fees then due, then to accrued but unpaid interest and then to principal. Payment shall be made in lawful money of the United States at Agency's address for notices set forth herein.

2.4 Late Charge. In the event of default in payment of principal or interest when due, the Borrower shall pay a late charge or ten percent (10%) of the amount past due, and the outstanding balance shall bear interest at a default rate ("Default Rate") of five percent (5%) per annum from the date due until paid.

3. Remedies. Upon the occurrence of any Event of Default under the Loan Documents, in addition to its other rights in this Promissory Note or the other Loan Documents, Agency may exercise any one or more of the following rights and remedies without prior demand:

(a) Acceleration. Agency may declare the outstanding principal balance of this Promissory Note, all interest accrued thereon, if any, and all other sums owing to Agency immediately due and payable; or

(b) Proceed as Authorized at Law or in Equity. Agency may proceed as authorized at law or in equity with respect to the Event of Default, and in connection with that, remain entitled to exercise all other rights and remedies described in this Promissory Note, or the Loan Agreement.

4. Borrower's Waivers.

4.1 Original Liability. No extension of time for payment of this Promissory Note or any installment made by agreement by Agency with any person now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Promissory Note, either in whole or in part.

4.2 Obligations Absolute. The obligations of Borrower under this Promissory Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Promissory Note for any reasons whatsoever.

4.3 Waivers. Borrower hereby waives (i) any notice of default or delinquency in addition to any notice expressly required by this Promissory Note; (ii) notice of acceleration; (iii) any notice of nonpayment in addition to any notice required by this Promissory Note; (iv) notice of costs, expenses, losses and interest thereon; (v) notice of interest on interest and late fees; (vi) diligence in taking any action to collect any sums owing under the Promissory Note or in proceeding against any of the rights and interest in and to properties securing payment of the Promissory Note; and (vii) presentment for payment, demand, protest, and notices of dishonor and/or protest.

5. Agency Forbearance. No waiver of any breach, default or failure of condition under the terms of this Promissory Note or the Loan Agreement or the obligations secured thereby shall be implied from any failure of Agency to take, or any delay by Agency in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure.

6. Miscellaneous Provisions.

6.1 Time. Time is of the essence in the performance of the terms and conditions of this Promissory Note.

6.2 Notices. All communication given to, or made upon, any party to this Promissory Note shall be deemed to have been given or made when properly deposited in the U.S. mail, postage prepaid, and addressed to the parties at the address set forth below, provided that notices, requests and demands shall be delivered personally or by registered or certified mail, return receipt requested.

Borrower: **Kenneth Goldberg
KenputerGuru, LLC
11 S. Water St. Suite A
Henderson, NV 89015**

Agency: **City of Henderson Redevelopment Agency
240 Water Street
Henderson, NV 89009**

6.3 Changes must be in Writing. A waiver of any term of this Promissory Note or change to any term or obligation must be made in writing and shall be limited to such express written terms.

6.4 Applicable Law/Waiver of Right to Jury. This Promissory Note shall be constructed and construed in accordance with the laws of the State of Nevada. The parties acknowledge and agree in the event that any claim arises hereunder; the parties hereby waive their right to a trial by jury in any such action or proceeding, whether initiated by Agency or Borrower.

6.5 Binding Effect/Construction/Effective Date. This Promissory Note shall be binding upon and inure to the benefit of Borrower and Agency and to their respective heirs, successors and assigns.

6.6 Assignment. Borrower may not assign its obligations or interest hereunder without the prior written consent of the Agency. Such Assignment is at the discretion of the Agency and subject to the satisfaction of conditions required by Agency at the time of the assignment. Conditions may include, but are not limited to, Agency's satisfaction with the proposed assuming party's ability to meet the obligations required, the payment of an Assignment fee and reimbursement of Agency's fees and costs incurred by reason of the Assignment. Notwithstanding any other provision herein, there shall be no restrictions on Agency's right to assign this Promissory Note and/or any of its obligations arising hereunder to any third person or entity.

6.7 Single includes Plural. The singular shall include the plural; the plural shall include the singular, unless the context of the Promissory Note requires otherwise.

6.8 Severability. The invalidity or unenforceability of one or more provisions of the Promissory Note shall in no way affect the remaining provisions.

6.9 Amendments/ Renewals. Borrower acknowledges and agrees that the Loan is issued by a loan committee on behalf of Agency and that only the Executive Director of the Agency has authority to alter, amend or modify the

terms of the Loan with Agency Board approval if necessary. Agency staff may exercise enforcement of this Promissory Note.

6.10 Joint and Several Liability. If the Borrower hereunder consists of more than one person, each person will be jointly and severally liable to Agency for the performance of this Agreement and the Loan Documents.

DATED: this _____ day of September, 2011

KenputerGuru, LLC

KENNETH GOLDBERG
Manager

STATE OF NEVADA)

COUNTY OF CLARK)

I, _____, a Notary Public in and for Clark County, in the State of Nevada, do hereby certify that **Kenneth Goldberg** appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act for the use and purposes herein set forth.

Given under my hand and official seal this ____ day of September, 2011.

Notary Public

My Commission Expires: _____

DO NOT DESTROY THIS PROMISSORY NOTE: When paid, this Promissory Note must be surrendered to the trustee, described in the Deed of Trust, for cancellation, before reconveyance will be made.

Kenputer

115 Manganese

Henderson, NV 89015

Original Rate: 0.00%

Term: 4 Years

1st Payment Due: November 01, 2011

Payment Due on the First of Each Month

Principal: 2092-0000-110200-H0100

Interest: N/A

Payment #	Date	Rate	Loan Amt	P&I Payment	Principal	Interest	Extra Prin	Payment Date	Payment Amount	New Balance
	Sept 11	0.00%	5,000.00	-	-	-	-			5,000.00
	Oct 11	0.00%		-	-	-	-			5,000.00
1	Nov 11	0.00%		104.17	104.17	-	-			4,895.83
2	Dec 11	0.00%		104.17	104.17	-	-			4,791.66
3	Jan 12	0.00%		104.17	104.17	-	-			4,687.49
4	Feb 12	0.00%		104.17	104.17	-	-			4,583.32
5	Mar 12	0.00%		104.17	104.17	-	-			4,479.15
6	Apr 12	0.00%		104.17	104.17	-	-			4,374.98
7	May 12	0.00%		104.17	104.17	-	-			4,270.81
8	Jun 12	0.00%		104.17	104.17	-	-			4,166.64
9	Jul 12	0.00%		104.17	104.17	-	-			4,062.47
10	Aug 12	0.00%		104.17	104.17	-	-			3,958.30
11	Sept 12	0.00%		104.17	104.17	-	-			3,854.13
12	Oct 12	0.00%		104.17	104.17	-	-			3,749.96
13	Nov 12	0.00%		104.17	104.17	-	-			3,645.79
14	Dec 12	0.00%		104.17	104.17	-	-			3,541.62
15	Jan 13	0.00%		104.17	104.17	-	-			3,437.45
16	Feb 13	0.00%		104.17	104.17	-	-			3,333.28
17	Mar 13	0.00%		104.17	104.17	-	-			3,229.11
18	Apr 13	0.00%		104.17	104.17	-	-			3,124.94
19	May 13	0.00%		104.17	104.17	-	-			3,020.77
20	Jun 13	0.00%		104.17	104.17	-	-			2,916.60
21	Jul 13	0.00%		104.17	104.17	-	-			2,812.43
22	Aug 13	0.00%		104.17	104.17	-	-			2,708.26
23	Sept 13	0.00%		104.17	104.17	-	-			2,604.09
24	Oct 13	0.00%		104.17	104.17	-	-			2,499.92
25	Nov 13	0.00%		104.17	104.17	-	-			2,395.75
26	Dec 13	0.00%		104.17	104.17	-	-			2,291.58
27	Jan 14	0.00%		104.17	104.17	-	-			2,187.41
28	Feb 14	0.00%		104.17	104.17	-	-			2,083.24
29	Mar 14	0.00%		104.17	104.17	-	-			1,979.07
30	Apr 14	0.00%		104.17	104.17	-	-			1,874.90
31	May 14	0.00%		104.17	104.17	-	-			1,770.73
32	Jun 14	0.00%		104.17	104.17	-	-			1,666.56
33	Jul 14	0.00%		104.17	104.17	-	-			1,562.39
34	Aug 14	0.00%		104.17	104.17	-	-			1,458.22
35	Sept 14	0.00%		104.17	104.17	-	-			1,354.05
36	Oct 14	0.00%		104.17	104.17	-	-			1,249.88
37	Nov 14	0.00%		104.17	104.17	-	-			1,145.71
38	Dec 14	0.00%		104.17	104.17	-	-			1,041.54
39	Jan 15	0.00%		104.17	104.17	-	-			937.37
40	Feb 15	0.00%		104.17	104.17	-	-			833.20
41	Mar 15	0.00%		104.17	104.17	-	-			729.03
42	Apr 15	0.00%		104.17	104.17	-	-			624.86
43	May 15	0.00%		104.17	104.17	-	-			520.69
44	Jun 15	0.00%		104.17	104.17	-	-			416.52
45	Jul 15	0.00%		104.17	104.17	-	-			312.35
46	Aug 15	0.00%		104.17	104.17	-	-			208.18
47	Sept 15	0.00%		104.17	104.17	-	-			104.01
48	Oct 15	0.00%		104.01	104.01	-	-			(0.00)
		Totals	5,000.00	5,000.00	5,000.00	-	-			



REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

REGULAR MEETING

SEPTEMBER 27, 2011

LC-003

SUBJECT	REQUEST FOR A FAÇADE LOAN TO GRANT FOR 19 S. WATER STREET.
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Recommend Conditional Approval

Facade Loan to Grant Staff Summary
Loan Committee Meeting
September 27, 2011
3:30 pm City Hall Annex Conference Room

Property Address:	19 S. Water Street
Applicant:	Paul Ferrando
Proposed Used:	Mixed Use – Commercial and Residential
Redevelopment Area:	Downtown
City Zoning:	DCC-RD Downtown Core Commercial with Redevelopment Overlay
Design Review Required:	As required by Community Development
Building Permit Required:	As required by Building and Fire Safety

Summary

The property at 19 S. Water Street was one of the buildings that were designated by the Increasing Curb Appeal Committee as a target for the Façade Loan to Grant Program. As a result, the Redevelopment Agency retained the services of three architectural firms to create an architectural rendering of what improvements could be made within the scope of the Façade Loan to Grant Program. At the completion of that exercise, staff scheduled a meeting with each property owner to show the three designs that had been created. While the property owner of 19 S. Water Street did not select any one of the designs in their entirety, the applicant did like the concepts that were created by RAFI architecture and as a result, has made modifications that have led to the design being presented to the Loan Committee at this time.

The applicant is requesting a façade loan to grant to accomplish the following actions:

1. Demolish the lower roof line and then frame the roof to create a sloped roof for both architectural enhancement and also functionality to move water away from the building which pools against the walls due to the flat roof that now exists;
2. Installation of a standing seam metal roof on both the upper and lower roofs;
3. Removal and replacement of mid rails on stairwells. The new rails will comply with the current building code standards;
4. Add framing to the front façade to create the building lines shown in the drawing that has been submitted, remove damaged stucco areas and replace the stucco on the front of the building;
5. Paint the entire building with three different colors including the hand rails, doors with a high quality elastomeric paint;
6. Removal and replacement of three metal doors on the residential units on the second floor and repair to stucco and paint where needed;
7. Supply and installation of cultured stone on the lower front façade of the building. Although the rendering indicates that the veneer will be a wainscot application, the applicant has stated that the veneer will, in fact, cover the entire lower façade on the front;

8. Removal and replacement of the existing storefront including the glass doors and frames. Replacement of all windows and frames on the upper and lower floors and repair to stucco and drywall as necessary;
9. Removal and replacement of exterior carpeting on the landing and hallway of the second floor;
10. Removal and replacement of 10 exterior lights with new can lights and electrical repair where needed;
11. Installation of a rain gutter along the rear roof line and an awning/cover over the entrance door on the second floor of the rear façade.
12. Supply and installation of solar shades on the second story windows;
13. Frame square columns around the existing tubular metal posts in the front of the building. Stucco and paint work on the columns to match the building;



Eligibility for Funding

As the Loan Committee is aware, due to budgetary restraints, the recommendation of staff has been to reduce the award amount for Façade Loan to Grants to \$30,000. An item to reduce the amount was recommended for approval by the Redevelopment Advisory Committee, and will be heard by the Redevelopment Agency Board on September 20, 2011. This application was submitted prior to the RDA hearing and as a result is grandfathered from the new provisions. Because of the visual prominence of this building which is one of the few multi story buildings on Water Street, combined with the exterior need for rehabilitation of this building, staff is in support of the funding for the proposed improvements.

Front Façade has three storefronts with each storefront eligible for a separate award per the Program Guidelines. Below are the amounts for which each storefront and façade are eligible:

Detroit Motor City Coney Island – 17 feet wide - \$15,000
Monograms Magic and More – 21 feet wide – \$15,000
Strictly Leather – 10 feet wide - \$15,000
South Side Façade (second floor exposed) – 37 feet deep – \$15,000
North Side Façade – 37 feet deep - \$15,000
Rear Façade – public access off alley – 48 feet wide - \$24,000

Total – \$99,000

Per the Program Guidelines, the maximum award for any five-year period is \$90,000 unless sustainable building practices are used, or 80 percent of project costs, whichever is the lesser.

The applicant has provided estimates as required by the Program Guidelines. Two of the estimates that are listed below were comprehensive estimates, whereas the third estimate was not complete and included many exemptions.

P&F Construction - \$97,589.88
AJB General Contractor - \$106,221.00

The applicant owns P&F Construction and would like to be able to do the work on the building. Staff does not object to this because they were the lowest estimate for the work being conducted. The owner will remain responsible for 20 percent of the cost of improvements. In addition to the \$97,589.88 estimated by the applicant, it is estimated by staff that engineering costs may come to an additional \$3,000 based on engineering costs estimated by the other contractor. Because of this, staff is recognizing this additional cost in the recommended loan to grant below.

As one of the three (3) buildings that were identified by the Increasing Curb Appeal Committee, the Committee had recommended that as a tool to motivate each of the property owners to participate in the Program, that instead of the award being a reimbursement program, that direct payments be made to the contractor. The impact that this action has to the property owner is to not require them to fund the entire upfront cost of renovation but only the 20 percent that is required by the Program. This application includes a condition to allow for direct payments to be made to the contractor.

Staff Recommendation

It is the recommendation of staff that the Loan Committee conditionally approve the Façade Loan to Grant to 19 S. Water Street in an amount not to exceed \$81,000 based on the following listed conditions of approval:

1. Applicant to complete all improvements as indicated in the estimate and per the attached architectural rendering, unless applicant submits revised plans that must

be approved administratively by staff unless changes are significant enough to require Loan Committee Review;

2. Execution of Loan to Grant Agreement, Promissory Note, and Deed of Trust to secure the debt;
3. Approval of Design Review by City of Henderson Community Development;
4. All work to be performed by a contractor licensed for the work in the State of Nevada;
5. Staff to issue progress payments to contractor upon approval from the City of Henderson Building and Fire Safety Division for progress;
6. Interest rate of five-year Treasury Note plus 3 percent;
7. All interior Code violations to be mitigated, as confirmed by Code Enforcement, prior to end of construction on façade.
8. Applicant submitting all required paper work for reimbursement; and
9. Applicant to provide Agency with a copy of contractor's current City of Henderson Business License and State Contractor's License.



City of Henderson Redevelopment Agency
240 Water Street, P.O. Box 95050
Henderson, NV 89009-5050
Phone: (702) 267-1515
Fax: (702) 267-1503

FINANCIAL ASSISTANCE APPLICATION

This program provides Redevelopment Agency (RDA) Funds to assist any property owner(s) or tenant(s) who are interested in upgrading or expanding their business located within the boundaries of the Redevelopment Area.

Please submit a complete application with the listed required documents and appropriate signatures to avoid any delays in financial consideration. Please print legible in either blue or black ink. Please select which redevelopment area your business resides in:

_____ Downtown _____ Eastside

1. TYPE OF APPLICATION (check one)

- Facade Improvement Program _____ Mini-Façade Improvement (Downtown only)
_____ Signage Program
_____ Tenant Improvement Program (Downtown only)
_____ Development

2. PROPERTY INFORMATION

Business Name: PAUL FERRANDO

Corporation (d/b/a) Partnership Sole Proprietorship

Physical Address: 559 W. PACIFIC AVE

Mailing Address: P.O. Box 90272

City: HENDERSON State: NV, Zip Code: 89009

Phone: (702) 5650113 Cell: (702) 3795332 Fax: _____

Building Use:

3. APPLICANT INFORMATION

Name: PAUL FERRANDO

Mailing address: P.O. Box 90272

City: HENDERSON State: NEVADA Zip Code: 89009

Phone: (702) 5650113 Cell: (702) 3795332 Fax: _____

Do you Own Rent or Lease the subject property?

If you are not the property owner, than owner must complete section 4 and sign the application.

4. PROPERTY OWNER

Owner name: PAUL FERRANDO

Mailing address: P.O. Box 90272

City: Henderson State: Nevada Zip Code: 89009

Phone: (702) 5650113 Cell: (702) 3795332 Fax: -

Are there multiple owners? [] Yes or [] No If yes, provide executed Affidavit for each.

5. CONTACT PERSON OR REPRESENTATIVE

Name: PAUL FERRANDO

Mailing address: P.O. Box 90272

City: HENDERSON State: Nevada Zip Code: 89009

Phone: (702) 5650113 Cell: (902) 3795332 Fax: -

I / We hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites the City of Henderson (COH) and/or RDA to make all reasonable inspections, investigations and take pictures of the subject property during the process period associated with the application. I authorize the use of any pictures taken by the COH or Agency.

I / We have read and understand the selected financial assistance program guidelines, accept the qualification, and understand that in order for my request of funds to be approved, I / We must agree to work within and follow the recommendations of the RDA before starting any work on the subject property following approval of the application. I / We must complete, sign and have notarized a Program Agreement to initiate a date of project execution.

Paul Ferrando 7-3-11
Applicant signature Date

PAUL FERRANDO 7-3-11
Owner signature Date

Paul Ferrando 7-3-11
Owner signature Date

prevailing wage if applicable.

- Pro-forma financial analysis to include development budget, cash flow analysis and financing plan. See attached example of Pro Forma.
- Credit Report Authorization and Release for all individuals involved in the business.
- A statement indicating the number of individuals this project will employ that are:
Persons living in the area; and
Persons living in the area that are:
 - Economically disadvantaged
 - Physically disabled
 - A minority
 - A veteran
 - Women

Note: Applying for grant funds does not obligate the Redevelopment Agency (RDA) to allocate funds for the specified project. Only after the review and approval of the application and plans will the RDA authorize funds. The project shall comply with the selected Program Guidelines and upon approved final inspections by the City of Henderson will the RDA be obligated to disburse the authorized funds. In the event that application is denied by the Redevelopment Agency's Loan Committee, applicant may appeal to the Redevelopment Agency Board.

***Additional Requirements may include but are limited to:**

- In some cases, personal financials may be required to be sent directly to the RDA's independent reviewer, National Development Council. If so, the program administrator will supply you with the appropriate information request.

Office Use Only

Date Application Received: 9/6/11 Date of Complete Application: _____

Assessor's Parcel Number: 179-13-64-052 Zoning: DCC - RD

Approved Project Program: _____ Approved Grant \$ _____

Approval Letter Date _____ Denial Letter Date _____

Certificate of Insurance Received: _____

Owner/Legal Desc.	Sales/Appraisal	Residential	Commercial																								
Parcel 17918611052			Print																								
Parcel Genealogy																											
Owner Information		Site Information																									
Owner FERRANDO FAMILY TRUST		Site Address 19 S WATER ST																									
Owner2 FERRANDO PAUL E MARIE G TRS		Subdivision Name HENDERSON TOWNSITE																									
Mailing Address P O BOX 90272 HENDERSON NV																											
89009-0272		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Lot</th> <th>Block</th> <th>T-R-S</th> <th>Tax District</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">65</td> <td style="text-align: center;">1</td> <td style="text-align: center;">22-63-18</td> <td style="text-align: center;">503</td> </tr> <tr> <td colspan="2">Land Acres 1</td> <td colspan="2">Land Acres 2</td> </tr> <tr> <td colspan="2" style="text-align: center;">0</td> <td colspan="2" style="text-align: center;">0</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">SAM</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">211</td> </tr> </tbody> </table>		Lot	Block	T-R-S	Tax District	65	1	22-63-18	503	Land Acres 1		Land Acres 2		0		0					SAM				211
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September 2

Bid Form

2011

We propose to provide labor and materials fore facade improvements at 19 water street.this proposal does not include building plans or structural engineering.inside is a detailed description and pricing based on owners request.p&f construction is a family operated company that's ben doing business in lasvegas and Henderson fore over 20 years we take great pride in the quality of our work and customer satisfaction. All work will be done in a professional and timely manor.any questions call Paul Ferrando owner (702)379 5332

**19 water street
facade
improvements**



P&F CONSTRUCTION

P.O.BOX 90272 Henderson NV 89009

Phone (702)379-5332 E-Mail Address pfconstruction@yahoo.com

License Numbers #0024047-C3 #0024046-B2

Project: Exterior remodel @
19 water street

Bid Form

Item Number 1

Bid price: \$900.00

Includes: Installation Job site delivery Tax

Item includes: Demolition of lower roof as needed includes labor and removal of debris

Does not include:

Alternate:

Alternate price: _____ Included in price above Not included

Item Number 2

Bid price: \$2500.00

Includes: Installation Job site delivery Tax

Item includes: Framing as necessary to create a sloped front roof includes labor and material

Does not include:

Alternate:

Alternate price: _____ Included in price above Not included

Item Number 3

Bid price: \$6000.00

Includes: Installation Job site delivery Tax

Item includes: Install a standing seam metal roof upper/lower levels includes labor and material

Does not include:

Alternate:

Alternate price: _____

Included in price above

Not included

Item Number 4

Bid price: \$2400.00

Includes: Installation

Job site delivery

Tax

Item includes: Remove and replace mid rail on front stairs and adding access gate. fore arcatectural proposes
only includes labor and material

Does not include: Conforming to current building code or altering structural integrity of stairs

Alternate: _____

Alternate price: _____ Included in price above

Not included

Item Number 5

Bid price: \$9400.00

Includes: Installation

Job site delivery

Tax

Item includes: Stucco front of building /removal of existing stucco were needed / add foam pop outs were
Required / replace framing were needed includes labor and material

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above

Not included

Item Number 6

Bid price: \$9500.00

Includes: Installation

Job site delivery

Tax

Item includes: Paint entire building /includes 3 different colors/ includes handrails and doors/high grade
Elastomeric paint includes removal of existing paint were needed and labor material

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above

Not included



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Bid Form

Item Number 7

Bid price: \$2500.00

Includes: Installation Job site delivery Tax

Item includes: Remove and replace 3 metal doors and hardware upstairs includes labor and material
Includes patching stucco were needed and trim on interior and exterior also includes door knobs

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above Not included

Item Number 8

Bid price: \$3600.00

Includes: Installation Job site delivery Tax

Item includes: Supply and install approximately 350sqft cultured stone on front lower face of building includes
Labor and material

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above Not included

Item Number 9

Bid price: \$21000.00

Includes: Installation Job site delivery Tax

Item includes: Remove and replace existing storefront including glass doors and frame. Replace all existing
Windows including frame upper and lower levels includes fixing stucco and drywall were needed

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above Not included

Item Number 10

Bid price: \$800.00

Includes: Installation Job site delivery Tax

Item includes: Remove and replace exterior carpet in upper hallway

Does not include:

Alternate:

Alternate price: _____ Included in price above Not included

Item Number 11

Bid price: \$1200.00

Includes: Installation Job site delivery Tax

Item includes: Remove and replace 10 exterior lights with can lights includes finish trim after stucco

Also includes fixing (reattaching) damaged conduit in rear of building

Does not include: Fixing or replacing any damaged wire

Alternate:

Alternate price: _____ Included in price above Not included

Item Number 12

Bid price: \$2600.00

Includes: Installation Job site delivery Tax

Item includes: Supply and install cover over back stairwell landing and gutter along back of building

Does not include:

Alternate:

Alternate price: _____ Included in price above Not included



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Bid Form

Item Number 13

Bid price: \$2000.00

Includes: Installation Job site delivery Tax

Item includes: Supply and install solar shades on upper residential windows

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above Not included

Item Number 14

Bid price: \$4200.00

Includes: Installation Job site delivery Tax

Item includes: Frame square columes around existing columes in front of building upper and lower includes stucco
And paint. Stucco facia in rear of building includes labore and material

Does not include: Structural engineering if required by building department

Alternate: _____

Alternate price: _____ Included in price above Not included

Item Number 15

Bid price: \$1500.00

Includes: Installation Job site delivery Tax

Item includes: General liability insurance

Does not include: _____

Alternate: _____

Alternate price: _____ Included in price above Not included

Item Number 16

Bid price: \$9800.00

Includes: Installation Job site delivery Tax

Item includes: Supervision and general labor includes subcontractors

Does not include:

Alternate:

Alternate price: Included in price above Not included

Item Number 17

Bid price: \$3000.00

Includes: Installation Job site delivery Tax

Item includes: Final clean up and rentals including dumpster/ toilets/ fencing/ man lift

Does not include:

Alternate:

Alternate price: Included in price above Not included

Subtotal		\$82910.00
general conditions /overhead 8%		\$6632.80
profit	9%	\$8057.88
total investment		\$97580.68