



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

**Regular Meeting  
Tuesday, May 22, 2012  
4:00 p.m.**

**City Hall Annex Conference Room  
280 Water Street  
Henderson, Nevada 89015**

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**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/)

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**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 ADVISORY COMMISSION MEETING OF April 24, 2012 (For Possible Action) Approve the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of April 24, 2012.
2.	A RESOLUTION OF THE CITY OF HENDERSON REDEVELOPMENT AGENCY, PROVIDING FOR THE AUGMENTATION OF THE 2011/2012 BUDGET WITH FUNDS IN THE FORM OF RESOURCES ANTICIPATED TO EXCEED THAT BUDGETED AND RECITING THE APPROPRIATIONS TO BE AUGMENTED; AND OTHER MATTERS RELATING THERETO (For Possible Action)

**(CONTINUED ON NEXT PAGE)**

Approve the resolution of the City of Henderson Redevelopment Agency, providing for the augmentation of the 2011/2012 budget with funds in the form of resources anticipated to exceed that budgeted and reciting the appropriations to be augmented; and other matters relating thereto.

3.	<b>EASTSIDE TENANT IMPROVEMENT GRANT (For Possible Action)</b>
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Approve the Eastside Tenant Improvement Grant Program and Guidelines.

4.	<b>TERMINATION AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HENDERSON REDEVELOPMENT AGENCY AND SNOW FAMILY TRUST (For Possible Action)</b>
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Approve the Termination Agreement for the Disposition and Development Agreement by and between the City of Henderson Redevelopment Agency and Snow Family Trust and direct staff to record a Release Against the Property.

5.	<b>LAND SALE AND PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HENDERSON REDEVELOPMENT AGENCY AND SNOW FAMILY TRUST (For Possible Action)</b>
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Approve the Land Sale and Purchase Agreement by and between the City of Henderson Redevelopment Agency and Snow Family Trust.

6.	<b>PROJECTS UPDATE</b>
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Discuss project updates for the following projects and accept report. Cornerstone Redevelopment Area: Shortfall Note; Ladera Parcels; Loretto Bay. Downtown Redevelopment Area: Business Recruitment/Development; City Tower (Southeast corner of Lake Mead Parkway and Water Street); Create Comprehensive Development and Business Recruitment Incentive Packages; Environmental Protection Agency Sustainable Community Building Blocks Program Grant; Former Asset Central Site: Former Parkline Site; Marketing the Water Street District; Marketing To Developers, Business Owners & Consumers; Outreach; Pinnacle Building; Residential Development Team; Senior Center/Pacific Pines; Social Gathering Space Team; Site A; Townhouse Motor Lodge; Water Street District Business Association; Façade Improvement Program. Eastside Redevelopment Area: Bifurcation; Boulder Highway Business Coalition; Business Recruitment; Eastside Business Coalition; Landwell/Cadence; Museum Site-95/Galleria; Union Village; Wells Park; Façade Improvement Program; Sign Grant Program. Tuscany: OPA; Semi-Annual Payment. Lakemoor Canyon: House Subcommittee on Energy and Mineral Resources, Federal Land sale. Administration/All Areas: Audit; Bonds; Budget; Business License Counts; Financials; Homeowner Assistance Program; IMPLAN Software; NDC; Outreach; Revenue; Tax Increment Distribution.

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

- Financial Update

VIII. **SET NEXT MEETING**

- June 26, 2012 at 4:00 p.m.

IX. **ADJOURNMENT**

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**Agenda posted prior to 9:00 a.m. on May 14, 2012 at the following locations:**

City Hall Annex, 280 Water Street  
City Hall, 240 Water Street, 1<sup>st</sup> 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 22, 2012

RAC-001

<b>SUBJECT</b>	Minutes—City of Henderson Redevelopment Agency Advisory Commission Meeting of April 24, 2012.
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Approve

**FISCAL IMPACT:**

No Impact

Budget funds available

Augmentation required

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

**RECOMMENDED MOTION:**

Approve the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of April 24, 2012.

**Supporting Documentation:**

Minutes consisting of seven (7) pages

**CITY OF HENDERSON REDEVELOPMENT AGENCY  
ADVISORY COMMISSION  
MINUTES**

**April 24, 2012**

**I. CALL TO ORDER**

Vice-Chairman Mark McGinty called the Redevelopment Advisory Commission to order at 4:00 p.m. in the Annex Conference Room, City Hall Annex, 280 Water Street, Henderson, Nevada.

**II. CONFIRMATION OF POSTING AND ROLL CALL**

MaryAnne Cruzado, 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: Vice-Chairman Mark McGinty  
David Chavez  
Tom Fay  
Richard Serfas  
Stan Southwick  
Laura Jane Spina

Excused: Chairman Tom Foster

Staff: Michelle Romero, Redevelopment Manager  
MaryAnne Cruzado, Admin Assistant III  
Christine Guerci-Nyhus, Senior Assistant City Attorney  
Lisa Sich, Special Projects Accountant  
Tedie Jackson, Minutes Clerk

Guests: Stephanie Zimmerman, LandWell

### III. ACCEPTANCE OF AGENDA

Item 7 has been added to the revised agenda.

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

### IV. PUBLIC COMMENT

There were no comments presented by the public.

### V. NEW BUSINESS

1.	MINUTES FOR THE CITY OF HENDERSON REDEVELOPMENT AGENCY ADVISORY COMMISSION MEETING OF FEBRUARY 28, 2012.
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Recommend approval of the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of February 28, 2012.

(Motion) Mr. Southwick introduced a motion to approve the minutes of February 28, 2012, as submitted. The vote favoring approval was unanimous. Vice-Chairman McGinty declared the motion carried.

2.	FINANCIAL MANAGEMENT POLICIES
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Recommend adoption of Redevelopment Financial Management Policies for: Fund Balance and Loan Subordination.

Lisa Sich, Special Projects Accountant, presented a summary of the fund balance and loan subordination policies.

Responding to question by Mr. Fay regarding whether an applicant would be ineligible for a loan if they already have a first or a second loan, Christine Guerci-Nyhus, Senior Assistant City Attorney, said the loan could be denied, depending on the guidelines and the individual circumstances. She noted that there is language in the policy that says requests by recipients beyond the criteria set forth will proceed to the Agency's Loan Committee for approval.

(Motion) Mr. Fay introduced a motion recommending adoption of the Redevelopment Financial Management Policies for the Loan Subordination and Land Balance. The vote favoring approval was unanimous. Vice-Chairman McGinty declared the motion carried.

3.	CITY OF HENDERSON – REDEVELOPMENT AGENCY’S 2012/2013 BUDGET
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Recommend approval for the Board to direct the Budget Manager to prepare, in the State prescribed forms, the FY13 Tentative Budget as amended at this public hearing and submit to the State of Nevada as the City of Henderson and City of Henderson Redevelopment Agency.

Lisa Sich, Special Projects Accountant, distributed and reviewed a handout showing tax increment percentages for Henderson, Las Vegas, Mesquite, and Boulder City.

Responding to a question by Ms. Spina as to why the other entities have a less percentage decrease, Ms. Sich said staff does not have specific information from the other entities at this time, but this could have been a result of appeals.

Mr. Fay commented that the shift percentage is defined in statute, but he questioned why it cannot be done per parcel.

Christine Guerci-Nyhus, Senior Assistant City Attorney noted that staff has been working with the other entities to discuss shift percentages.

Ms. Sich reviewed the Fiscal Year 2013 Tentative Budget and reported that although staff has cut back expenditures, they are still using reserves. Staff has been working very hard on the five-year plan to be sustainable over the next five years. Regarding how the budget cuts have affected staffing, Ms. Sich reported that one staff member has moved to a different department to work on a three-year project. Another staff member will be moving to another department before the end of the year.

Responding to a question by Mr. Chavez as to why the legal fees are in the downtown area, Ms. Guerci-Nyhus stated that \$100,000.00 has been set aside to pay legal fees for outside counsel for a particular project in the downtown area.

A brief discussion ensued regarding new GASB requirements.

- (Motion) Mr. Chavez introduced a motion recommending approval to direct the Budget Manager to prepare, in the State prescribed forms, the Fiscal Year 2013 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. Vice-Chairman McGinty declared the motion carried.

4.	ENVIRONMENTAL FEES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE LANDWELL COMPANY, L.P., THE CITY OF HENDERSON AND THE CITY OF HENDERSON REDEVELOPMENT AGENCY
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Recommend approval of the Environmental Fees Reimbursement Agreement by and between the LandWell Company, L.P., City of Henderson and City of Henderson Redevelopment Agency.

Christine Guerci-Nyhus, Senior Assistant City Attorney, explained that The LandWell Company, LP entered into a Development Agreement with the City of Henderson and the Redevelopment Agency in 2006 and an Owner's Participation Agreement (OPA) in 2007. The City Attorney's office hired outside counsel specializing in environmental issues to work on this project from 1997 forward. As part of this process, LandWell agreed to reimburse the City Attorney's office for the outside counsel legal fees, which amounted to \$3.9 million. Item 4 memorializes the obligation from LandWell to reimburse the City \$3.9 million.

Regarding Item 5, Ms. Guerci-Nyhus stated that part of this agreement included a sewer main that needed to be constructed. The City has built this sewer main; however, a portion of this sewer main is a public improvement for LandWell. LandWell gave the City approximately \$250,000.00 as a down payment to their proportionate share of the sewer main. As the City has finished constructing the sewer main, LandWell owes the City approximately \$256,000.00. LandWell has asked that \$250,000.00 go towards the \$3.9 million.

Ms. Guerci-Nyhus explained that in the environmental fees reimbursement, it was discussed that the legal fees were a necessary cost in the redevelopment of the project and tax increment funds can be used to pay toward the \$3.9 million. Once the \$500,000 is paid out the accumulated TIF for LandWell, then the balance of approximately \$135,000.00 will go to the City towards the \$3.9 million.

Ms. Guerci-Nyhus said another piece mentioned in the environmental fees reimbursement is that Landwell put down a deposit of approximately \$422,000.00 to purchase land from the City. The City is terminating that land sale agreement and the deposit money will go towards the \$3.9 million. She stated that between those three agreements, approximately \$818,000.00 will be put towards the \$3.9 million.

Ms. Geurci-Nyhus explained that Item 7 is an amendment to the OPA that includes the obligation to repay the 3.9 million and takes ten percent off the top of TIF up to \$2 million per year for Redevelopment Agency administrative costs. Out of the remainder, LandWell will get 75 percent as reimbursement for their public improvements up to \$170 million, with an interest component that brings it up to about \$209 million.

She stated that the OPA also sets out how the payments will be made. As tax increment comes in, ten percent goes off the top to administration; then the next \$500,000.00 would go to the City Attorney's office to pay off the \$3.9 million; then the next amount would go towards interest on the note; and the next amount would go towards the principle on the note. It has been agreed that the interest on the note will be reduced to six percent for public improvements and three percent interest on the attorney's fee. She said the OPA requires that LandWell must notify the City within 90 days of commencing a public improvement that they will be seeking reimbursement on.

Ms. Guerci-Nyhus said the City has also given LandWell the option to use construction control in the beginning as an upfront mechanism as opposed to using an agency engineer on the back end. Due to the economic downturn and the softness in the real estate market, the City is extending the OPA to coincide with their development agreement start date. This language requires LandWell to have five percent of the project started by January 1, 2018.

Responding to a question by Ms. Spina as to how the interest rates were determined, Ms. Guerci-Nyhus said the interest rates for the legal fees and the public improvements were negotiated between LandWell and staff. She noted that the legal fees must be paid by 2020.

Mr. Chavez expressed great concern that the City paid \$3.9 million in legal fees in 10 years for this project, which amounts to \$1,800.00 per day. Mr. Chavez stated that the commission has an obligation to help keep costs under control.

Ms. Guerci-Nyhus agreed that the \$3.9 million is an exorbitant amount; however, the hourly rate charged was probably \$500 to \$600 per hour. She noted that the City no longer uses that outside counsel.

Stephanne Zimmerman, The LandWell Company, agreed that the price is outrageous, but they agreed to repay it.

Responding to a question by Ms. Spina as to what measures will be taken so this does not again happen in the future, Ms. Guerci-Nyhus said the outside legal counsel budget is monitored more closely and internal staff works on more projects.

Vice-Chairman McGinty commented that he understands costs for attorneys specializing in environmental issues are very high.

Ms. Zimmerman noted that the cost for remediation of the site is currently at \$135 million. She said the attorney did attend every quarterly meeting, reviewed thousands of documents, and raised several issues. She conceded that the attorney did a lot of work on this project.

(Motion) Mr. Fay introduced a motion recommending approval of the Environmental Fees Reimbursement Agreement by and between the LandWell Company, L.P., City of Henderson, and City of Henderson Redevelopment Agency. The roll call vote was: Those voting aye: Fay, McGinty, Serfas, Southwick, and Spina. Those voting nay: Chavez. Those absent: Foster. Those abstaining: None. Vice-Chairman McGinty declared the motion carried.

5.	SEWER MAIN AGREEMENT BY AND BETWEEN THE LANDWELL COMPANY, LP, THE CITY OF HENDERSON AND THE CITY OF HENDERSON REDEVELOPMENT AGENCY
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Recommend approval of the Sewer Main Agreement by and between the LandWell Company, LP, City of Henderson and City of Henderson Redevelopment Agency.

See discussion under Item 4.

(Motion) Mr. Southwick introduced a motion recommending approval of the Sewer Main Agreement by and between the LandWell Company, L.P., City of Henderson, and City of Henderson Redevelopment Agency. The roll call vote was: Those voting aye: Fay, McGinty, Serfas, Southwick, and Spina. Those voting nay: Chavez. Those absent: Foster. Those abstaining: None. Vice-Chairman McGinty declared the motion carried.

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

Michelle Romero, Redevelopment Manager, reviewed the projects update memorandum as of April 11, 2012, and distributed the walking tour map to commission members.

Responding to a question by Ms. Spina regarding removal of the flower baskets on Water Street, Ms. Romero stated that staff is working with the vendor.

(Motion) Ms. Spina introduced a motion to accept the Projects Update Report. The vote favoring approval was unanimous. Vice-Chairman McGinty declared the motion carried.

7.	AMENDMENT TO OWNER PARTICIPATION AGREEMENT BY AND BETWEEN THE LANDWELL COMPANY, L.P., AND THE CITY OF HENDERSON REDEVELOPMENT AGENCY
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Recommend approval of the Amendment to Owner Participation Agreement between the LandWell Company, L.P., and the City of Henderson Redevelopment Agency.

Note: See discussion under Item 4.

(Motion) Mr. Serfas introduced a motion recommending approval of the amendment to the Owner Participation Agreement by and between The LandWell Company, L.P., and the City of Henderson Redevelopment Agency. The roll call vote was: Those voting aye: Fay, McGinty, Serfas, Southwick, and Spina. Those voting nay: Chavez. Those absent: Foster. Those abstaining: None. Vice-Chairman McGinty declared the motion carried.

**V. PUBLIC COMMENT**

There were no comments presented by the public.

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

There was no business to be discussed.

**VII. SET NEXT MEETING**

The next meeting was scheduled for May 22, 2012, at 4:00 p.m.

**VIII. ADJOURNMENT**

There being no further business to be discussed, the meeting was adjourned at 4:55 p.m.

Respectfully submitted,

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Tedie Jackson,  
Minutes Clerk



# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 22, 2012

RAC-002

<b>SUBJECT</b>	A resolution of the City of Henderson Redevelopment Agency, providing for the augmentation of the 2011/2012 budget with funds in the form of resources anticipated to exceed that budgeted and reciting the appropriations to be augmented; and other matters relating thereto.
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Recommend Approval

**FISCAL IMPACT:**

No Impact                       Budgeted funds available                       Augmentation required

CMTS Number(s):

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

See attached.

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

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

**RECOMMENDED MOTION:**

Approve the resolution of the City of Henderson Redevelopment Agency, providing for the augmentation of the 2011/2012 budget with funds in the form of resources anticipated to exceed 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) pages

RESOLUTION NO.  
(2011/2012 Budget Augmentation)

A RESOLUTION OF THE CITY OF HENDERSON REDEVELOPMENT AGENCY, PROVIDING FOR THE AUGMENTATION OF THE 2011/2012 BUDGET WITH FUNDS IN THE FORM OF RESOURCES ANTICIPATED TO EXCEED 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 exceed the amount budgeted by \$2,624,387; 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 excess in resources in the City of Henderson Redevelopment Agency budget in the amount of \$2,624,387 is to be 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 6/30/12
<b>REVENUES:</b>			
Ad Valorem	6,445,130	(1,299,600)	5,145,530
Intergovernmental	0	7,744	7,744
Miscellaneous	870,000	(809,300)	60,700
Interest Income	0	131,500	131,500
Other Financing Sources	0	0	0
Total Revenues	7,315,130	(1,969,656)	5,345,474
<b>OTHER FINANCING SOURCES:</b>			
Debt Proceeds	0	0	0
Proceeds of Long-Term Debt	0	0	0
Total Other Financing Sources	0	0	0
<b>BEGINNING FUND BALANCE:</b>			
Total Beginning Fund Balance	27,814,889	4,594,043	32,408,932
Prior Period Adjustments			
Residual Equity Transfers			
<b>TOTAL RESOURCES</b>	<b>35,130,019</b>	<b>2,624,387</b>	<b>37,754,406</b>
<b>EXPENDITURES:</b>			
Salaries and Wages	1,151,732	(224,177)	927,555
Employee Benefits	440,973	(32,989)	407,984
Services and Supplies	5,021,145	1,175,127	6,196,272
Capital Outlay	0	158	158
Principal Pmts	615,000	0	615,000
Interest Cost	735,128	0	735,128
Other	0	0	0
Total Expenditures:	7,963,978	918,119	8,882,097
<b>OTHER USES:</b>			
Payment to Refunding Escrow Agent	0	0	0
<b>ENDING FUND BALANCE:</b>			
Total Ending Fund Balance	27,166,041	1,706,268	28,872,309
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	<b>35,130,019</b>	<b>2,624,387</b>	<b>37,754,406</b>

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

**AUGMENTATION**

EXHIBIT B

PUBLISH: JUNE 8, 2012  
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 2011/2012 fiscal year in order to appropriate the anticipated excess in previously budgeted resources. The funds will be augmented as follows:

FUND	AMOUNT	RESOURCE
Redevelopment Agency Fund	\$2,624,387	Additional 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 19, 2012, at 6:30 p.m., or as soon thereafter as practicable, the Resolution to Augment the 2011/2012 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 31st day of May, 2012

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Sabrina Mercadante, CMC  
Secretary



Description	Final FY12 Budget	Carryforward	Transfers	Augmentation	Adjusted Budget
<i>Revenue</i>					
Property Taxes	-	-	-	-	-
Interest Income	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Transfer from Other Depts	-	-	-	-	-
Contributed and Reimbursed Capital	-	-	-	-	-
Developer Reimbursements	-	-	-	-	-
Developer Reimbursements - Lakemoor Canyon	-	-	-	-	-
<i>Total Revenue</i>					
<i>Expenditures</i>					
Salaries & Benefits	1,592,705	-	(141,552)	(116,772)	1,334,381
Farmers Market Coupons	5,000	-	-	-	5,000
DT Events - Marketing	160,000	-	12,500	-	172,500
DT Service & Supplies	50,000	-	(9,065)	-	40,935
CS Service & Supplies	56,000	-	-	(56,000)	-
ES Service & Supplies	50,000	-	(3,435)	(10,000)	36,565
Consumer Branding	-	8,650	-	-	8,650
Advertising & Promotion	2,000	-	-	-	2,000
Outreach	10,000	-	-	-	10,000
Business Branding	3,000	-	-	-	3,000
Audit Fees	15,200	-	-	-	15,200
Other Operating Exp (Inc. print, post, fees, prof serv, etc)	59,850	-	(200)	(40,000)	19,650
Administrative Costs	253,170	-	-	-	253,170
Computer Maintenance Charges	9,982	-	-	-	9,982
PBX Internal Charges	11,072	-	-	-	11,072
Computer License Internal Charges	18,580	-	-	-	18,580
Xerox Contract Internal Charges	7,434	-	-	-	7,434
Purdue Marion - Public Relations	65,000	-	-	(2,000)	63,000
<i>Total Expenditures</i>					
	2,368,993	8,650	(141,752)	(224,772)	2,011,119
Revenues over Expenditures/(Loss)	(2,368,993)	(8,650)	141,752	224,772	(2,011,119)
Interfund Transfers In					
Interfund Transfers Out	2,368,994			(357,875)	2,011,119
Excess Revenues and Other Sources Over (Under) Expenditures and Other Uses	2,368,994	-	-	(357,875)	2,011,119
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses	1	(8,650)	141,752	(133,103)	-



Description	Final FY12 Budget	Carryforward	Transfers	Augmentation	Adjusted Budget
<b>Revenue</b>					
Property Taxes	-	-	-	-	-
Interest Income	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Transfer from Other Depts	-	-	-	-	-
Contributed and Reimbursed Capital	-	-	-	-	-
Developer Reimbursements	-	-	-	-	-
Developer Reimbursements - Lakemoor Canyon	-	-	-	-	-
<b>Total Revenue</b>					
	1,592,705		(141,552)	(116,772)	1,334,381
	5,000				5,000
	160,000		12,500		172,500
	50,000		(9,065)		40,935
	56,000			(56,000)	-
	50,000	8,650	(3,435)	(10,000)	36,565
	-				8,650
	2,000				2,000
	10,000				10,000
	3,000				3,000
	15,200				15,200
	59,850		(200)	(40,000)	19,650
	253,170				253,170
	9,982				9,982
	11,072				11,072
	18,580				18,580
	7,434				7,434
	65,000			(2,000)	63,000
<b>Total Expenditures</b>	2,368,993	8,650	(141,752)	(224,772)	2,011,119
	(2,368,993)	(8,650)	141,752	224,772	(2,011,119)
Revenues over Expenditures/(Loss)					
Interfund Transfers In	2,368,994			(357,875)	2,011,119
Interfund Transfers Out					
Excess Revenues and Other Sources Over (Under) Expenditures and Other Uses	2,368,994	-	-	(357,875)	2,011,119
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses	1	(8,650)	141,752	(133,103)	-



EXHIBIT C  
 City of Henderson  
 Redevelopment  
 FY 2011-2012  
 Tuscany Fund

Description	Final Budget FY12	Carry Fwd FY11 to FY12	Transfers	Augmentation	Adjusted Budget
<i>Revenue</i>					
Property Taxes	2,402,916			(650,000)	1,752,916
Interest Income	35,000			(31,000)	4,000
<b>Total Revenue</b>	<b>2,437,916</b>	<b>-</b>	<b>-</b>	<b>(681,000)</b>	<b>1,756,916</b>
<i>Expenditures</i>					
Program Cost - Public Infrastructure Reimbursement	2,282,770			(617,500)	1,665,270
Administrative Costs - Intrafund Transfers Out	-				-
<b>Total Expenditures</b>	<b>2,282,770</b>	<b>-</b>	<b>-</b>	<b>(617,500)</b>	<b>1,665,270</b>
Revenues over Expenditures/(Loss)	155,146	-	-	(63,500)	91,646
Interfund Transfers In					
Interfund Transfers Out	(120,146)			17,895	(102,251)
Excess Revenues and Other Sources Over (Under) Expenditures and Other Uses	(120,146)	-	-	17,895	(102,251)
<b>FY11 Fund Balance "Future RDA Activities"</b>	<b>339,851</b>				<b>339,851</b>
<b>Estimated FY12 YE Fund Balance</b>					<b>431,497</b>



**EXHIBIT C**  
 City of Henderson  
 Redevelopment  
 FY 2011-2012  
 Cornerstone Fund

Description	Final Budget FY12	Carry Fwd FY11 to FY12	Transfers	Augmentation	Adjusted Budget
<i>Revenue</i>					
Property Taxes	1,105,110			(250,000)	855,110
Interest Income	-			7,500	7,500
Bond Proceeds	-				-
<b>Total Revenue</b>	<b>1,105,110</b>	<b>-</b>	<b>-</b>	<b>(242,500)</b>	<b>862,610</b>
<i>Expenditures</i>					
Program Cost - Public Infrastructure Reimbursement	886,217		(10,000)	(200,000)	676,217
Program Cost - Miscellaneous	-	49,330	10,000	(54,290)	5,040
Professional Services	-				-
Administrative Costs - Intrafund Transfers Out	-				-
Bond Admin Fees (Underwriting)	-				-
<b>Total Expenditures</b>	<b>886,217</b>	<b>49,330</b>	<b>-</b>	<b>(254,290)</b>	<b>681,257</b>
<b>Revenues over Expenditures/(Loss)</b>	<b>218,893</b>	<b>(49,330)</b>	<b>-</b>	<b>11,790</b>	<b>181,353</b>
<i>Interfund Transfers In</i>					
Interfund Transfers Out	(55,256)			17,895	(37,361)
<i>Excess Revenues and Other Sources Over (Under)</i>					
Expenditures and Other Uses	(55,256)			17,895	(37,361)
<b>FY11 Fund Balance "Future RDA Activities"</b>	<b>729,280</b>				<b>729,280</b>
<b>Estimated FY12 YE Fund Balance</b>					<b>910,633</b>



EXHIBIT C  
City of Henderson  
Redevelopment  
FY 2011-2012  
Eastside

Description Revenue	Eastside Final Budget FY12	Carry Fwd FY11 to FY12	Transfers	Augmentation	Adjusted Budget
Property Taxes	-	-	-	300,000	300,000
Interest Income	25,000	-	-	50,000	75,000
Rental Income	-	-	-	-	-
Sponsorships	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Transfer from Other Depts	-	-	-	-	-
Contributed and Reimbursed Capital	-	-	-	-	-
Developer Reimbursements	-	-	-	-	-
Developer Reimbursements - Lakemoor Canyon	-	-	-	-	-
<b>Total Revenue</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>350,000</b>	<b>375,000</b>
<b>Expenditures</b>					
Prog Cost - Façade Improvement Program	100,000	-	-	(25,000)	75,000
Prog Cost - Homeowners Assistance Program	200,000	-	-	(180,000)	20,000
Prog Cost - Misc Non-Proj Specific	-	-	-	-	-
Prog Cost - Educational Asst Programs	150,000	-	-	(150,000)	-
Prog Cost - Attraction/Tenant Imp Prog	-	8,500	-	(2,974)	5,526
Professional Services	-	-	200	-	200
Operating Exp (Inc Dues, Fees, etc.)	-	-	-	(2,500)	-
Rental Expense	2,500	-	-	-	-
Purdue Marion - Public Relations	-	-	-	-	-
Administrative Costs - Intrafund Transfers Out	-	-	-	-	-
Administrative Costs	-	-	-	-	-
N. Water Street	-	-	-	-	-
Wells Park	-	2,522,108	-	(620,000)	1,902,108
RDA General Obl Debt - Principle	-	-	-	-	-
Special Assessments Principal	-	-	-	-	-
Interest Expense	-	-	-	-	-
Bond Admin Fees (Underwriting)	-	-	-	-	-
Low Income Housing Set Aside	-	-	-	-	-
<b>Total Expenditures</b>	<b>452,500</b>	<b>2,530,608</b>	<b>200</b>	<b>(980,474)</b>	<b>2,002,834</b>
Revenues over Expenditures/(Loss)	(427,500)	(2,530,608)	(200)	1,330,474	(1,627,834)
Interfund Transfers In	-	-	-	-	-
Interfund Transfers Out	(943,245)	-	-	142,685	(800,560)
Excess Revenues and Other Sources Over (Under)	(943,245)	-	-	142,685	(800,560)
Expenditures and Other Uses	-	-	-	-	-
<b>FY11 Fund Balance per Audited Financial</b>	<b>7,557,935</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,557,935</b>
<b>Estimated FY12 YE Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,129,541</b>



**EXHIBIT C**  
 City of Henderson  
 Redevelopment  
 FY 2011-2012  
 Lakemoor Canyon Fund

Description	Final Budget FY12	Carry Fwd FY11 to FY12	Transfers	Augmentation	Adjusted Budget
<i>Revenue</i>					
Property Taxes	-			400	400
Interest Income	-				-
Developer Reimbursements - Lakemoor Canyon	-				-
<i>Total Revenue</i>	-	-	-	400	400
<i>Expenditures</i>					
Legal Fees	-				-
	-				-
<i>Total Expenditures</i>	-	-	-	-	-
Revenues over Expenditures/(Loss)	-	-	-	400	400
Interfund Transfers In					
Interfund Transfers Out	-				-
Excess Revenues and Other Sources Over (Under)	-				-
Expenditures and Other Uses	-				-
<i>FY11 Fund Balance per Audited Financial</i>	<u>32</u>				<u>32</u>
<b>Estimated FY12 YE Fund Balance</b>					<b><u>432</u></b>



EXHIBIT C  
 City of Henderson  
 Redevelopment  
 FY 2011-2012  
 Revolving Fund

Description	Final Budget FY12	Carry Fwd FY11 to FY12	Transfers	Augmentation	Adjusted Budget
<i>Revenue</i>					
Property Taxes	-	-	-	-	-
Interest Income	-	-	-	-	-
Rental Income	60,000	-	-	700	60,700
<b>Total Revenue</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>700</b>	<b>60,700</b>
<i>Expenditures</i>					
Facilities Repairs & Maint (Includes Water St Sidewalk)	5,000	-	-	-	5,000
Electricity	22,710	-	-	(5,000)	17,710
Gas	1,310	-	-	-	1,310
Water	1,500	-	-	-	1,500
Trash	1,750	-	-	-	1,750
Professional Services	-	-	-	-	-
<b>Total Expenditures</b>	<b>32,270</b>	<b>-</b>	<b>-</b>	<b>(5,000)</b>	<b>27,270</b>
Revenues over Expenditures/(Loss)	27,730	-	-	5,700	33,430
<b>FY11 Fund Balance per Audited Financial</b>	<b>35,152</b>	-	-	-	<b>35,152</b>
<b>Estimated FY12 YE Fund Balance</b>	-	-	-	-	<b>68,582</b>



**RAC**

# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

May 22, 2012

RAC-003

<b>SUBJECT</b>	Eastside Tenant Improvement Grant
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Approve

**FISCAL IMPACT:**

No Impact                       Budgeted funds available                       Augmentation required

CMTS Number(s): N/A

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

FY2013            \$150,000            2097-1001-601436-H00XX

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

The Downtown Tenant Improvement Program was established in March 2010 upon approval by the Redevelopment Agency Board as a tool for Business Recruitment and Expansion. Since that time, the Program has been used successfully to attract several businesses to open in the Downtown Redevelopment Area, such as Jimmy John's Gourmet Sandwiches and Massage Envy. According to these business owners, they would not have opened in this area without the Program benefits. In fact, because of the benefits provided by the Program to the owner of the Jimmy John's franchise on Lake Mead Parkway, this particular business is outperforming the other franchises in Las Vegas that have been in operation for several years. As a result, the owner of this store has been provided with an additional franchise license from Jimmy Johns and extended additional financing from Chase Bank to open a second location.

Because of the successful implementation of the Downtown Tenant Improvement Program, it is the opinion of staff that a similar program should be implemented in the Eastside Redevelopment Area with the same Program Guidelines and parameters that were adopted for the Downtown Redevelopment Area.

**(CONTINUED ON NEXT PAGE)**

**RECOMMENDED MOTION:**

Approve the Eastside Tenant Improvement Grant Program and Guidelines.

The essential elements of the Tenant Improvement Grant Program are:

1. Either the building owner, or lessee with notarized letter of consent from the property owner, must submit the application;
2. Specific business types that were identified in the Downtown Investment Strategy as targeted businesses are eligible for the grant;
3. Reimbursement is at a rate of \$25.00 per square foot, with a maximum amount of \$50,000, unless green initiatives are implemented, in which case reimbursement is at a rate of \$35.00 per square foot, with a maximum amount of \$60,000.
4. The grant will pay a maximum of 50% of the tenant improvement costs with the previously mentioned dollar amount limitations, less any grants received from sources other than the Tenant Improvement Grant, credits or rebates. Recipients of this Tenant Improvement Grant Program must pay a minimum of 20% of tenant improvement costs
5. One tenant improvement award of grant square footage improved through a previously awarded Tenant Improvement Grant is permitted every five years, unless a compelling justification is made. Such requests will be heard by the Loan Committee;
6. At least three competitive bids must be obtained for all improvements that will take place. All contractors will be required to have a current City of Henderson Business License and State Contractor's License.
7. Generally acceptable improvements include, but are not limited to the following repairs/replacements/upgrades:
  - A. Electrical
  - B. HVAC/Mechanical
  - C. Plumbing
  - D. Dry wall
  - E. Flooring
  - F. Lighting
  - G. Windows/doors
  - H. Interior demolition/rebuild
  - I. Painting
  - J. Green Initiatives as identified in Appendix B of the Program Guidelines
8. If a tenant applies for and is awarded a Tenant Improvement Grant, the leasing contract with the property owner is to include a provision that secures the lease of the affected space upon the sale of the property until the end of the stipulated lease term with that tenant.
9. The maximum cumulative loan and/or grant amount from all Henderson Redevelopment assistance programs that can be received for a project cannot exceed \$90,000 in any five consecutive-year period unless green building standards are met in which case the amount can be increased to not exceed \$99,000.

**Supporting Documentation:**

Eastside Tenant Improvement Program and Guidelines consisting of nine (9) pages

**City of Henderson  
REDEVELOPMENT AGENCY**



**Eastside Tenant  
Improvement  
Program and  
Guidelines**

*With Sustainability Incentive*



**CITY OF HENDERSON  
REDEVELOPMENT AGENCY  
TENANT IMPROVEMENT GRANT PROGRAM  
QUALIFICATIONS, CONDITIONS AND TERMS**

The long-term revitalization and improvement of the Eastside Redevelopment Area will require an enduring public/private partnership that leverages limited resources from both the Agency and the business community. As part of the overall redevelopment strategy, the City of Henderson Redevelopment Agency, referred to herein as the “Agency,” through its Commercial Tenant Improvement Grant Program, will provide grants to eligible property owners and/or business owners to enhance commercial buildings within the program designated area. Funding through this program can only be used for tenant improvement build-out, for up to 50 percent of the total tenant improvement costs, at a maximum rate of \$25.00 per square foot, unless Green Initiatives, as described below, are met **after an application has been approved by the Loan Committee. A maximum of \$50,000 per tenant improvement build-out can be received through this grant program.**

The Agency is offering additional incentives for projects that incorporate Green Building Initiatives (See Appendix B). Benefits of green building include a lesser dependence on municipal utilities, lower energy and infrastructure costs, improved inside air quality, and increased productivity of employees. On a broad scale, green building standards can create healthier places for people to meet, live, and work while protecting natural resources and minimizing environmental impacts. **To encourage green building, reimbursements up to a maximum of \$60,000 per tenant improvement, calculated at a rate of \$35.00 per square foot for eligible costs is permissible.**

**Grant recipients must pay a minimum of 20% of the total improvement costs after all rebates and/or grants are deducted.**

The program is administered by the Agency. **The program operates on a reimbursement basis and the applicant is responsible for all payments to professionals, City departments and contractors.** Applicants must use contractors with a City of Henderson business license, when required (if in doubt, contact the City of Henderson Business License Division at 702-267-1730. **The Agency will verify actual costs incurred by borrower prior to reimbursement. Reimbursement will only take place after a Certificate of Occupancy has been issued by the City of Henderson Building and Fire Safety Department.**

The Contract Agreement identifies the conditions, covenants and responsibilities for the grant, and is entered into by all applicants and the Agency. The general program, qualifications, guidelines and grant terms and conditions are described below.

**I. ELIGIBILITY**

In order to be eligible to apply for the Eastside Tenant Improvement Grant Program, the proposed use must be permitted in the applicable zoning designation. Target businesses are

those that will create new job growth, or preserve existing jobs that may be at risk of being lost, and generate new traffic to the area resulting in greater exposure to existing businesses in the Eastside Redevelopment Area.

## **1. Applicants**

- a) Applicant must be the property owner(s) of a program-eligible building or lessee of an eligible building, having notarized consent from the property owner for the intended renovation. The notarized letter of consent from the property owner must accompany the application. All legal property owners must sign the program application, and in the case of a corporation or partnership, a corporate resolution or a power of attorney must be submitted with the application.
- b) The Agency will evaluate all applications at its sole discretion; and, grant award is subject to fund availability. Only applicants with satisfactory credit history will be eligible to participate in this program.

## **2. Building**

- a) Building must be commercial and located in the Eastside Redevelopment Area (see Appendix “A” for a map of the eligible area).
- b) Properties affected by unresolved code enforcement issues or actions are not eligible for participation under this program.
- c) Specific square footage may only receive Tenant Improvement Grant funds once every five (5) years, unless a compelling justification is established and approved by the Loan Committee, at its sole discretion.

## **II. IMPROVEMENTS**

### **1. Eligible improvements may include:**

This program is intended to fund improvements that will, in general, stay with the property, and therefore will not cover the cost of purchasing or installing fixtures, non-fixed equipment or inventory. Generally acceptable improvements include, but are not necessarily limited to the following repairs/replacement/upgrades:

- Electrical Repair/Upgrade
- HVAC/Mechanical Repair or Upgrade
- Plumbing
- Dry wall installation and/or repairs
- Flooring
- Lighting
- Windows/doors\*
- Interior demolition/rebuild

- Painting
  - Green Initiatives as identified in Appendix B
2. **The Agency reserves the right to require certain minimum improvements as part of the program in order to meet the objectives of the Agency.** For example, façade repainting may be required as a minimum improvement.
  3. The Agency and other appropriate City departments must approve all improvements. Improvements must comply with all City building codes and architectural standards.
  4. **Applicant is not to begin any improvements to the property before the grant is approved and signed by the Agency.** Construction, renovation or painting costs incurred prior to the execution of the grant will not be eligible for reimbursement. (Design, drawing and fee costs will be eligible for reimbursement solely under conditions discussed below.)

### **III. ELIGIBLE COST (those costs eligible for reimbursement through the Tenant Improvement Program):**

1. **Permits and fees:** All permits and fees lawfully required for the tenant improvements shall be paid by applicant and shall be considered eligible costs.
2. **Construction drawings:** The preparation of detailed drawings shall be paid by the applicant and considered an eligible cost. (See Section V “DESIGN AND PRELIMINARY COST ESTIMATE.”)
3. **Conceptual design costs:** Conceptual design and cost estimates are eligible costs. (See Section V “DESIGN AND PRELIMINARY COST ESTIMATE.”)
4. **Other fees:** Credit reports and other related costs shall be paid by applicant and considered eligible costs, unless waived by the Loan Committee.
5. Improvements referenced in Part II above.
6. Any modifications to the interior or exterior of the building that are required by the Loan Committee.

### **IV. GRANT TERMS**

#### **1. Principal:**

- a) **Subject to the availability of funding**, the maximum grant amount is 50 percent of the tenant improvement costs, and subject to the following criteria:
  - (i) amount is calculated at \$25.00 per square foot up to \$50,000; or
  - (ii) \$35.00 per square foot when a minimum of five Green Initiatives points, as identified in Appendix B, are earned, up to a maximum of \$60,000; and,

- (iii) Applicant must pay for at least 20 percent of the total tenant improvement costs after all rebates and/or grants are deducted.

## **2. Disbursement of Grant Funds:**

Grant funds will be disbursed upon:

- a) Inspection and approval of **ALL** completed improvements.
- b) Receipt of copies of acceptable (at the Agency's sole discretion) lien releases from all applicable parties. If lien releases are not provided (prior to fund draw), checks will be issued to contractors.
- c) Receipt and review of **all** invoices and copies of cancelled checks for improvements.
- d) Issuance of a Certificate of Occupancy by the City of Henderson Department of Building and Fire Safety.

## **3. Maximum Assistance by the City of Henderson Redevelopment Agency**

The maximum cumulative loan and/or grant amount from all Henderson Redevelopment assistance programs that can be received for a project cannot exceed \$90,000 in any five consecutive-year period unless green building standards are met, in which case the amount can be increased to not to exceed \$99,000.

## **4. Survival of Lease**

Any tenant lease that existed in a building space that was improved by a grant award and/or was entered into as a result of a Tenant Improvement Grant, must survive the sale of the building for a period of not less than two (2) years from the date of funding of the Tenant Improvement Grant.

## **V. DESIGN AND PRELIMINARY COST ESTIMATE**

### **1. Conceptual Design:**

- a) Conceptual design and preliminary cost estimates are reimbursable program costs.
- b) Applicant's conceptual design and cost estimate must be approved by the Agency prior to grant commitment.**

### **2. Drawings/Permits:**

- a) All working drawings and corresponding City permits will be the applicant's sole responsibility. Detail drawings and application for permits must be completed within 90

days of approval of the applicant's conceptual design and approval by the Loan Committee. Failure to meet this deadline will result in the cancellation of all the Agency's obligations regarding the reimbursement of any eligible past or future costs in connection with the design or construction of the improvements. Applicants can submit a written request for an extension of time to the Loan Committee for consideration.

- b) The preparation of detailed drawings is an eligible cost under this program.

## **VI. BIDDING/CONSTRUCTION**

- a) Applicant shall put the job out to bid. At least three competitive bids must be obtained. In order for any bid to be acceptable, it must be received from a contractor licensed to do business in the State of Nevada and City of Henderson, if required. Applicant is responsible for selecting a contractor, and executing the corresponding construction agreement. Any contractor not licensed in Henderson at the time of bid must obtain a Henderson business license prior to performing work. The business license fee is the responsibility of the contractor and is not eligible for reimbursement.
- b) City of Henderson Redevelopment Agency must approve the winning bid and the contractor(s) prior to the execution of the construction agreement.
- c) **Permits for building improvements must be obtained.** All City fees must be paid by the applicant. Fees are eligible costs under this program.
- d) Contractors licensed by the State of Nevada must construct all work. All contractors must have a valid Henderson business license, and adequate bonding.
- e) All improvements must be completed within six months of permit issuance or execution of grant agreement unless a written extension is granted by the Agency, or otherwise approved by the Loan Committee. Failure to meet this deadline will result in the cancellation of all City of Henderson Redevelopment Agency obligations regarding the reimbursement of any eligible past or future costs in connection with the design or construction of the improvements.

## **VII. MAINTENANCE OBLIGATION**

- a) Applicant shall maintain the improvements of the property in good condition and in accordance with local and State building codes. The Agency has the right to inspect the condition of the property from time to time with three (3) business days notice to the property owner.
- b) Conditions that constitute a failure to maintain the property in good condition include, but are not limited to, peeling paint, chipped surfaces, broken windows, covered transoms or window spaces, boarded windows, excessive bird droppings or debris, graffiti and illegal or non-conforming signage, and obstructed windows.

- c) At any time during five (5) years from the date of funding, that the Agency determines the improvements have not been maintained in good condition, the Agency will notify the property owner, and when relevant, the business owner, in writing of any deficiencies and provide 30 days for corrective actions to be taken. Failure to maintain improvements or take corrective action of maintenance concerns will result in ineligibility of award for future grants or loan-to-grants to that individual or corporation.

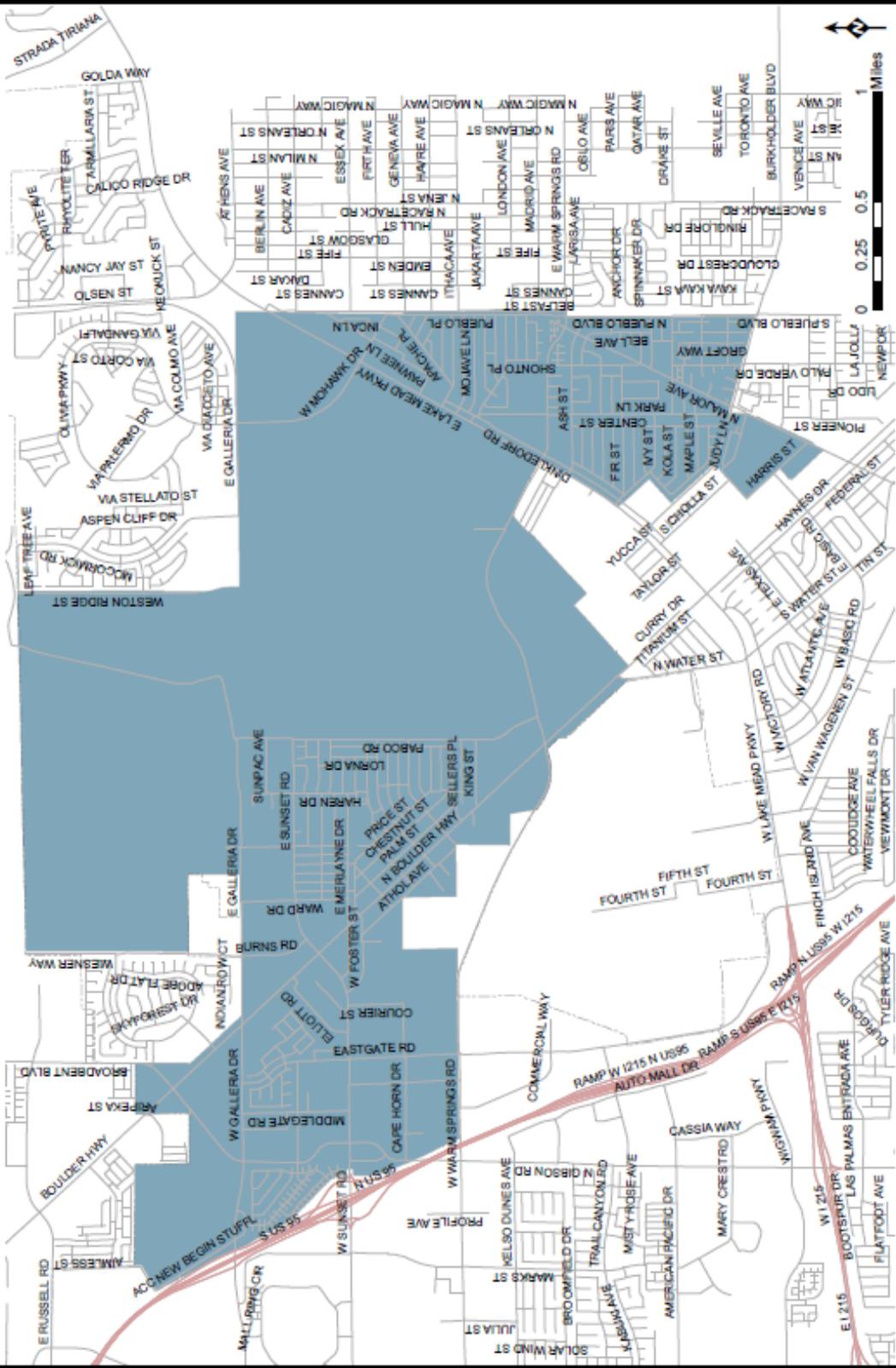
### **VIII. APPEAL PROCESS**

Appeals of Loan Committee decisions must be heard at a publicly noticed Redevelopment Agency Board Meeting. Those businesses that have had tenant improvements constructed within the six-month period immediately prior to approval of this program, and for which all required documentation and proof of eligible expenses can be provided, may be eligible for reimbursement. Each request will be considered on a case-by-case basis, with the application first being heard by the Loan Committee and then approved by the Redevelopment Agency Board.

# Eastside Tenant Improvement Grant Map

Prepared by Geographic Information Systems, Community Development

Printed: May 1, 2012



## City of Henderson Redevelopment Agency

## Appendix B Green Building Review Criteria

\*Each item is worth 1 point.

### Lighting

- Project provides natural day lighting to a minimum of 50% of interior space
- Energy efficient indoor lighting
- Occupancy light sensors

### Recycled or Low-Emitting Materials

- Incorporate materials consisting of at least 50% recycled materials, i.e. carpeting, flooring, drywall, and other building materials
- Provide an easily accessible area that is dedicated to the collection and storage of non-hazardous materials for recycling
- Low VOC materials used – sealants, adhesives, caulking, paint and coating.

### Energy

- Cross ventilation
- Solar film on windows
- Use of ceiling fans in all main areas of the premises
- Use of natural gas
- Use of interior finishes that require minimal periodic cleaning
- Use of eco-friendly insulation
- Energy efficient A/C unit
- Light-colored interior walls, carpets, and doors

### Water

- Dual flush, low flow toilets
- Installation of high efficiency fixtures
- Insulated water heater

### Project Expertise

- Builder/designer/architect/landscape architect is a member of FGBC or LEED certified.

\*In order to qualify for the Green Initiative Grant rate of \$35.00 per square foot, a minimum of 5 points must be achieved.

Other Green improvements can be incorporated and will be considered on a case-by-case basis by the Loan Committee



RAC

# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 22, 2012

RAC-004

<b>SUBJECT</b>	Termination Agreement for the Disposition and Development Agreement by and between the City of Henderson Redevelopment Agency and Snow Family Trust
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Approve

**FISCAL IMPACT:**

No Impact

Budget funds available

Augmentation required

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

Parties entered into a Disposition and Development Agreement (DDA) dated February 15, 2011 for development of a two-story, 3,500 square foot commercial and single family residential building on a parcel located at 314 S. Water Street. Section 2.1 of the DDA provided that should Snow as the Participant under the DDA fail to construct the Project within three (3) years of the date of the DDA, Agency would have the right of first refusal to repurchase the Property for the sum of Fifty-Five Thousand Dollars (\$55,000.00 U.S.). Due to continued changes in the economy, the Parties mutually agree construction of the Project contemplated under the DDA will not occur before the three-year repurchase period provided for in the DDA expires and therefore, Agency desires to reacquire the Property to hold for future development. The Termination Agreement mutually terminates the DDA and results in repurchase of the property by the Agency.

**RECOMMENDED MOTION:**

Approve the Termination Agreement for the Disposition and Development Agreement by and between the City of Henderson Redevelopment Agency and Snow Family Trust and direct staff to record a Release Against the Property.
--

**Supporting Documentation:**

Termination Agreement consisting of three (3) pages

## TERMINATION AGREEMENT

**THIS TERMINATION AGREEMENT** (the "Termination Agreement") made and entered into the \_\_\_ day of June 2012, by and between the CITY OF HENDERSON REDEVELOPMENT AGENCY ("Agency") and SNOW FAMILY TRUST ("Participant"), together referred to as the parties.

**WHEREAS**, the parties entered into that certain Disposition and Development Agreement ("DDA") dated February 15, 2011 recorded as Document No. 201102280001125 of the Official Records of the Clark County Recorder for development of a Project on that certain property known as 314 South Water Street further identified as Lot 4, Block 16 of Book 3, Page 42 of Plats Section 18, Township 22 South, Range 63 East M.D.M. Clark County, Nevada. APN-179-18-810-056 ("Property"); and

**WHEREAS**, pursuant to the terms and conditions of the DDA on March 4, 2011, Participant purchased 314 Water Street from the Agency at the fair market value for the property of Fifty Five Thousand Dollars (\$55,000.00); and

**WHEREAS**, the DDA set forth specific performance requirements for both parties; and

**WHEREAS**, the sale of 314 Water Street was in furtherance of Participant's proposed development of the property; and

**WHEREAS**, the project originally contemplated by the DDA is no longer feasible; and

**WHEREAS**, Agency desires to reacquire the Property to hold for future development; and

**WHEREAS**, the Agency has negotiated in good faith with the Participant for the return of the property pursuant to section 2.1 of the DDA which provides the Agency with the right to repurchase the property for the sale price, i.e. Fifty Five Thousand Dollars (\$55,000.00) within three years of the date of the DDA;

**NOW THEREFORE**, in consideration of mutual covenants made, and for other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully set forth. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the DDA.
2. The parties mutually agree to terminate the DDA. The parties further agree that the Agency shall exercise its right to repurchase the property pursuant to the DDA and the Land Purchase and Sale Agreement executed concurrently with this Termination Agreement.
3. Notwithstanding anything to the contrary in the DDA, the parties desire to settle and compromise any and all claims arising under the DDA pursuant to the terms of this Termination Agreement. Each party agrees to release and forever discharge the other party, its representatives, agents, assigns, attorneys, employees, divisions, departments, agencies and all other persons acting or purporting to act on its behalf, from any and all

claims, demands, and causes of action of any kind whatsoever, in law or in equity, whether known or unknown, which they have had, now have or will have against the other party, its representatives, agents, assigns, attorneys, employees, divisions, departments, agencies and all other persons acting or purporting to act on its behalf, at any time now, or hereafter based upon, arising out of, or relating to the DDA.

4. This executed Termination Agreement contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promise, negotiation, or representation, either oral or written, relating to the subject matter for this agreement not expressly set forth in this Termination Agreement is superseded by this agreement and of no further force or effect. No changes, amendments, modifications, cancellation or discharge of this Termination Agreement, or any part of this Termination Agreement shall be valid unless in writing and signed by the authorized agents of the parties, or their respective successors and assigns. If any provision of this Termination Agreement is held invalid or unenforceable by any court of competent jurisdiction, this Termination Agreement shall be construed without such provision.
5. The parties represent and agree that each party is authorized to enter into this Termination Agreement and that each party has been represented by counsel of its choosing in the negotiation and preparation of this Termination Agreement.
6. The parties acknowledge and agree that the covenants, agreements and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, transferees, assigns, officers, officials, principals, beneficiaries, agents and partners.
7. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties, and each of them, agree that any party to this Termination Agreement may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel performance of this Termination Agreement. Any party who is found to be in violation of this Termination Agreement pursuant to an enforcement action hereunder shall be liable for all costs, including attorney's fees, of the enforcing party.

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*SIGNATURES ON FOLLOWING PAGE*

**IN WITNESS WHEREOF**, this Termination Agreement has been executed by the parties on the date hereinabove set forth.

Agency:

CITY OF HENDERSON REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Andy A. Hafen  
Agency Chairman

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
Sabrina Mercadante, CMC  
Agency Secretary

By: \_\_\_\_\_  
Josh M. Reid  
Agency General Counsel

Participant:

SNOW FAMILY TRUST

By: \_\_\_\_\_  
Jacob L. Snow  
Trustee

By: \_\_\_\_\_  
Cheryl P. Snow  
Trustee



**RAC**

## REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 22, 2012

RAC-005

<b>SUBJECT</b>	Land Sale and Purchase Agreement by and between the City of Henderson Redevelopment Agency and Snow Family Trust
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Approve

### FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

\$55,000.00 plus closing costs

### BACKGROUND / DISCUSSION / ALTERNATIVES:

Parties entered into a Disposition and Development Agreement (DDA) dated February 15, 2011 for development of a two-story, 3,500 square foot commercial and single family residential building on a parcel located at 314 S. Water Street. Section 2.1 of the DDA provided that should Snow as the Participant under the DDA fail to construct the Project within three (3) years of the date of the DDA, Agency would have the right of first refusal to repurchase the Property for the sum of fifty-five thousand dollars (\$55,000.00). Due to continued changes in the economy, the Parties mutually agree construction of the Project contemplated under the DDA will not occur before the three-year repurchase period provided for in the DDA expires and therefore, Agency desires to reacquire the Property to hold for future development.

### RECOMMENDED MOTION:

Approve the Land Sale and Purchase Agreement by and between the City of Henderson Redevelopment Agency and Snow Family Trust.
---

### Supporting Documentation:

Land Purchase and Sale Agreement consisting of fourteen (14) pages

## LAND PURCHASE AND SALE AGREEMENT

**THIS LAND PURCHASE AND SALE AGREEMENT** ("Sale Agreement") is made and entered into effective as of \_\_\_\_ day of June 2012, by and between the CITY OF HENDERSON REDEVELOPMENT AGENCY, a public body corporate and politic ("Agency") and SNOW FAMILY TRUST ("Trust"). Agency and Trust are hereinafter collectively referred to as the ("Parties"). Capitalized terms used herein shall have the definitions set forth set forth herein.

### RECITALS

**WHEREAS**, the parties entered into that certain Disposition and Development Agreement ("DDA") dated February 15, 2011 recorded as Document No. 201102280001125 of the Official Records of the Clark County Recorder for development of a Project on that certain property known as 314 South Water Street further identified as Lot 4, Block 16 of Book 3, Page 42 of Plats Section 18, Township 22 South, Range 63 East M.D.M. Clark County, Nevada. APN-179-18-810-056 ("Property"); and

**WHEREAS**, section 2.1 of the DDA provides that should Trust as the Participant under the DDA fail to construct the Project within three (3) years of the date of the DDA, Agency would have the right of first refusal to repurchase the Property for the sum of Fifty Five Thousand Dollars (\$55,000.00 U.S.); and

**WHEREAS**, the Parties mutually agree that the project originally contemplated by the DDA is no longer feasible; and

**WHEREAS**, Agency desires to reacquire the Property to hold for future development; and

**WHEREAS**, on April 2, 2012, Jacob L. Snow ("Mr. Snow"), a Trustee of the Trust, became the City Manager of the City of Henderson and the Executive Director of the Agency; and

**WHEREAS**, Mr. Snow, an Officer of the Agency holds an interest in the property of the Trust in his role as Trustee but is not the owner of the property; and

**WHEREAS**, NRS 279.456 states that an Agency may not acquire an interest in property from an Officer except by eminent domain; and

**WHEREAS**, NRS 279.4712 requires the Agency to negotiate in good faith with the owner of a property before exercising its eminent domain rights; and

**WHEREAS**, the Agency has negotiated in good faith with the Trust for the return of the property pursuant to section 2.1 of the DDA which provides the Agency with the right to repurchase the property for the sale price, i.e. Fifty Five Thousand Dollars (\$55,000.00) within three years of the date of the DDA;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### 1. PURPOSE OF SALE AGREEMENT

The purpose of this Agreement is the repurchase of the Property as provided for in the DDA.

### 2. PROPERTY DESCRIPTION

**2.1 General Description.** The Property to be purchased consists of approximately .17 gross acres, more or less, of real property currently zoned DCC-RD (Downtown Core Commercial-Redevelopment Overlay), being located at 314 South Water Street, further identified as Lot 4, Block 16 of Book 3, Page 42 of Plats Section 18, Township 22 South, Range 63 East M.D.M. Clark County, Nevada. APN-179-18-810-056 (b) all rights, easements, and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys, and rights of way (the "Property"). The Property is described on the attached Exhibit 1.

### 3. PARTIES TO THE SALE AGREEMENT

**3.1 City.** The City of Henderson Redevelopment Agency is a public body corporate and politic, located at 240 Water Street, Henderson, Nevada.

**3.2. Trust.** Trust is the Snow Family Trust located at 1006 Rose River Court, Henderson, Nevada, 89002.

### 4. PURCHASE PRICE

The purchase price for the Property is **Fifty Five Thousand Dollars (\$55,000.00)** ("Purchase Price") and is payable in accordance with the provisions of Section 5 of this Sale Agreement.

### 5. PAYMENT OF THE PURCHASE PRICE

Not less than one (1) business day prior to Close of Escrow, Agency shall pay into Escrow an amount equal to the Purchase Price, plus Agency's Closing Expenses referenced in Section 10 below.

### 6. GENERAL REPRESENTATIONS AND WARRANTIES

**6.1 Agency's Representations.** The Agency represents and warrants that as of the date hereof and as of the date of the Close of Escrow:

- a. The Agency has all requisite power and authority under State law to enter into and perform its obligations under this Sale Agreement.
- b. By proper action of the Redevelopment Agency, the Agency's signatories have been duly authorized to execute and deliver this Sale Agreement and the Agency's signatories have executed and delivered this Sale Agreement and it constitutes the valid and binding agreement of the Agency enforceable against the Agency in accordance with its terms.
- c. The execution of this Sale Agreement does not violate any provision of any other agreement to which the Agency is a party.
- d. Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by the Agency are necessary in connection with the execution of this Sale Agreement or with the performance by the Agency of its obligations hereunder or under any of the attached exhibits.

**6.2 Trust's Representations.** Trust represents and warrants to the Agency that as of the date hereof and as of the date of Close of Escrow:

- a. Trust has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Sale Agreement.
- b. By proper action of Trust under its Trust Agreement, Trust's signatories have been duly authorized to execute and deliver this Sale Agreement and Trust has executed and delivered this Sale Agreement and it constitutes the valid and binding agreement of Trust enforceable against Trust in accordance with its terms.
- c. The execution of this Sale Agreement by Trust does not violate any provision of any other agreement to which Trust is a party.
- d. Except as may be specifically set forth in this Sale Agreement, no approvals or consents not heretofore obtained by Trust are necessary in connection with the execution of this Sale Agreement by Trust or with the performance by Trust of its obligations hereunder.
- e. Neither Trust nor any of its Trustees is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.
- f. There are no leases, encumbrances or options to lease or purchase affecting the Property other than any other easements and or encumbrances of title as noted in the Title Report pursuant to Section 8.
- g. To Trust's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property.
- h. To Trust's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Property.
- i. To Trust's actual knowledge, the execution, delivery and performance of this Sale Agreement will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to Trust or the Property; or (ii) result in any lien, charge or encumbrance of any nature on the Property other than as permitted by this Sale Agreement.

- j. To Trust's actual knowledge, it has not received any written notice that the Property is in violation of applicable Environmental Laws, nor have any Hazardous Substances have been disposed of or otherwise released on the Property.
- k. As used in this Sale Agreement, the term "Trust's actual knowledge" means the actual knowledge of the Trustees in each instance after reasonable investigation.

## **7. BROKERS**

Each Party warrants and represents to the other that no broker, finder or other intermediary has been hired or employed by it in connection with this Sale Agreement.

## **8. CONDITION OF TITLE**

**8.1 Condition of Title at Closing.** Trust shall convey to Agency fee simple title to the Property subject to only the following matters which are collectively referred to as the "Permitted Exceptions":

- a. The lien of non-delinquent real property taxes;
- b. Any matters affecting the condition of title created by or with the written consent of Agency;
- c. Agency has obtained a preliminary title report from First American Title Insurance Company (the Title Company), Commitment Number NCS-540729-HHLV dated April 25, 2012 ("Title Report") which includes copies of the documents referenced therein as exceptions.
- d. Standard printed exceptions generally included in ALTA standard form of owner's policy unless Agency shall elect to obtain an ALTA "extended" policy in which event the appropriate standard exceptions shall be deleted.
- e. All exceptions to title shown in the Title Report (defined above).

## **9. CONVEYANCE FREE OF POSSESSION.**

The Property shall be conveyed free of any possession or right of possession by any other person or entity.

## **10. ESCROW**

**10.1 Escrow and Escrow Instructions.** The Agency and Trust agree to open Escrow with Escrow Agent, within three (3) business days after both Parties have fully executed this Sale Agreement. This Sale Agreement constitutes the joint escrow instructions of Agency and Trust, and a fully executed copy of the Sale Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The Agency and Trust shall provide such additional escrow instructions as shall be necessary and consistent with this Sale Agreement.

**10.2 Designation of Escrow Agent.** The parties agree that First American Title Insurance Company ("Escrow Agent"), Attention: Elizabeth Caballero, Escrow Officer, 2490 Paseo Verde Parkway, Suite 100, Henderson, Nevada 89074, Phone 702-731-4131, will handle the closing of this transaction and carry out the instructions for close of escrow as set forth in this Sale Agreement.

**10.3 Agency's Escrow Deposits.** Not later than one (1) business day prior to the Close of Escrow, Agency shall deposit and deliver to Escrow Agent the following items:

- a. Immediately available funds in an amount equal to the Cash Balance Due plus any proration due from Agency pursuant to this Section 10.3 in accordance with a mutually agreed upon settlement statement;
- b. Any instruments required to be executed and acknowledged by Agency;
- c. Any other documents, instruments, data, records, correspondence or agreements called for under this Sale Agreement which has not been delivered.
- d. Agency shall deposit into Escrow the following fees, charges and costs after the Escrow Agent has notified Agency of the amount of such fees, charges and costs, but not earlier than one business day prior to the scheduled date for the Close of Escrow:
  - i. All of the premium and costs for the Title Policy and for any special endorsements; and
  - ii. All of the state, county or city documentary transfer tax if any;
  - iii. All of the recording costs for the documents executed in connection with the closing; and
  - iv. All fees of the Escrow Agent.

**10.4 Trust's Escrow Deposits.** Not later than one business day prior to the Close of Escrow, Trust will deposit with the Escrow Agent the following:

- a. The Deed duly executed and acknowledged by Trust in the form attached hereto as Exhibit 2;
- b. A non-foreign transferor declaration in customary form (the "Non-Foreign Transferor Declaration") duly executed by Trust;
- c. Trust's certificate signed by the Trustees that all of Trust's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;
- d. Any other documents, instruments, data, records, correspondence or agreements called for under this Sale Agreement which has not been delivered.

**10.6 Closing Instructions.** The Escrow Agent is authorized and instructed on the Closing Date to:

- a. Record the Deed and then any all instruments required to be recorded pursuant to this Sale Agreement;
- b. Deliver to Trust by wire transfer or intrabank transfer funds the amount it is due;
- c. Deliver to Agency the Title Policy if any;
- d. Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section

6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

**10.7 Instructions Upon Recordation.** The instruments that are required to be recorded and/or delivered under this Sale Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

To Agency:

- a. The original of the Deed as recorded;
- b. Plain copies of the real property transfer declaration;
- c. The original of the Non-Foreign Transferor Declaration;
- d. The original of Trust's certificate as to its representations and warranties;
- e. All other documents deposited by any Party into Escrow; and

To Developer:

- a. A copy of the Deed as recorded;
- b. Plain copies of the real property transfer declaration;
- c. The original of the Non-Foreign Transferor Declaration;
- d. The original of Agency's certificate as to its representations and warranties and
- e. All other documents deposited by any Party into Escrow.

**10.8 Funds.** All funds received in Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check or wire transfer by the Escrow Agent. Any proration shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Agency under this Sale Agreement shall be for the benefit of Agency and applied to the Purchase Price.

**10.9 Escrow Cancellation.** If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Sale Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both Agency and Trust or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of Agency or Trust to the respective rights and remedies granted to them pursuant to this Sale Agreement.

**10.10 Amendments to Escrow Instructions.** Any amendment of these escrow instructions shall be in writing and signed by both the Agency and the Trust. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to Agency or Trust shall be directed to the addresses and in the manner established in Section 12 of this Sale Agreement for notices, demands and communications between the Agency and City.

**10.11 Liability of Escrow Agent.** The liability of the Escrow Agent under this Sale Agreement is limited to performance of the obligations imposed upon it under Sections 9 and 10, inclusive, of this Sale Agreement.

## **11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION**

**11.1 Closing Date.** Provided that Agency and Trust are not in default under this Sale Agreement and all conditions precedent to the Close of Escrow have occurred, the Close of Escrow shall occur on or before that date which is thirty (30) days after the effective date of this Sale Agreement ("Closing Date"). Agency and Trust agree to perform all acts necessary in sufficient time for title to be conveyed in accordance with the foregoing provision.

**11.2 Conditions to Agency's Obligation to Close.** Notwithstanding any other provision of this Sale Agreement, Agency's obligation to proceed with the Close of Escrow as to the Property is subject to the fulfillment or waiver by Agency of each of the conditions precedent described below, which are solely for the benefit of Agency and which shall be fulfilled or waived prior to the Close of Escrow:

- a. Trust shall not be in violation of any of its material obligations under this Sale Agreement, including, without limitation, Trust having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Trust as required herein;
- b. Escrow Agent is prepared to issue the Title Policy if required herein; and
- c. This Sale Agreement has not been terminated.
- d. No event shall have occurred after the effective date of this Sale Agreement that would reasonably be expected to have a material adverse effect on the Property.

**11.3 Conditions to Trust's Obligation to Close.** Notwithstanding any other provision of this Sale Agreement, Trust's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by Trust of each of the conditions precedent described below, which are solely for the benefit of Trust and which shall be fulfilled or waived prior to the Close of Escrow:

- a. Agency shall not be in violation of any of its material obligations under this Sale Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein; and
- b. This Sale Agreement has not been terminated.

**11.4 Initial Escrow Period.** The initial escrow period shall be until that date which is thirty (30) days after approval by Agency of this Sale Agreement at a duly noticed public meeting; the Agency to notify Trust in writing of such approval within one (1) business day from such approval. Escrow may be extended by mutual agreement for up to three (3) consecutive thirty-day (30-day) periods by notification from Agency to Trust and the Escrow Agent in writing.

**11.5 Possession.** Possession shall be delivered to Agency at conveyance of title.

## **12. MISCELLANEOUS PROVISIONS**

**12.1 Time of the Essence.** Time is of the essence of this Sale Agreement and every obligation hereunder.

**12.2 Survival.** The representations and warranties contained in this Sale Agreement shall survive the recordation of any deed for a period of one (1) year and shall not be deemed merged into such deed.

**12.3 Successors and Assigns.** This Sale Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Sale Agreement regarding assignment.

**12.4 Non-Liability of Agency Officials and Employees.** No official or employee of the Agency shall be personally liable to Trust for any default or breach by the Agency, for any amount which may become due to Trust or for any obligation of the Agency under the terms of this Sale Agreement.

**12.5 Notices.** All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally delivered by Federal Express or other nationally recognized overnight courier or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; to the other Party and to Escrow at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

To City: City of Henderson Redevelopment Agency  
Real Estate Section  
240 Water Street  
PO Box 95050, MSC 512  
Henderson, Nevada 89009-5050

With copy to: City of Henderson Redevelopment Agency  
Attention: Agency Counsel  
240 Water Street

PO Box 95050, MSC 144  
Henderson, Nevada 89009-5050

To Trust: Snow Family Trust  
1006 Rose River Court  
Henderson, NV 89002

**12.6 Entire Agreement.** This Sale Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Sale Agreement includes Exhibit "1" and Exhibit "2", inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Sale Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Sale Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

**12.7 Amendments.** All amendments hereto must be agreed to by both parties, must be in writing and signed by the appropriate authorities of the Agency and Trust.

**12.8 Waivers.** All waivers of the provisions of this Sale Agreement must be agreed to by the both parties, must be in writing and signed by the appropriate authorities of the Agency and Trust and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

**12.9 Severability.** Whenever possible, each provision of this Sale Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Sale Agreement and the remaining provisions shall remain in full force and effect.

**12.10 Governing Law.** The interpretation and enforcement of this Sale Agreement shall be governed in all respects by the laws of the State of Nevada.

**12.11 Captions.** The captions contained in this Sale Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Sale Agreement.

**12.13 No Third Party Beneficiaries.** Nothing in this Sale Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Sale Agreement.

**12.14 Days.** All references to "days" in this Sale Agreement are to consecutive calendar days unless business days are specified.

**12.15 Construction.** The Parties acknowledge that each Party and its counsel have reviewed and approved this Sale Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Sale Agreement or any amendments or exhibits hereto.

**12.16 Further Assurances.** Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Sale Agreement.

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*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the Parties hereto have entered into this Sale Agreement as of the day and year first above written.

**CITY OF HENDERSON REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Andy A. Hafen  
Agency Chairman

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
Sabrina Mercadante, CMC  
Agency Secretary

By: \_\_\_\_\_  
Josh M. Reid  
Agency General Counsel

**SNOW FAMILY TRUST**

By: \_\_\_\_\_  
Jacob L. Snow  
Trustee

By: \_\_\_\_\_  
Cheryl P. Snow  
Trustee

**Exhibit A**

**Legal Description  
APN-179-18-810-056**

Lot 4, Block 16 of Book 3, Page 42 of Plats  
Section 18, Township 22 South, Range 63 East M.D.M.  
Clark County, Nevada.

**Exhibit B  
Deed**

A.P.N.: 179-18-810-056

R.P.T.T.:

Escrow #

Mail tax bill to and

When recorded mail to:

**City of Henderson Redevelopment Agency**

ATTN: Redevelopment Manager

240 Water Street

PO Box 95050, MSC 512

Henderson, Nevada 89009-5050

**GRANT, BARGAIN and SALE DEED**

**THIS INDENTURE WITNESSETH**, That **Jacob L. Snow and Cheryl P. Snow**, Trustees of the **Snow Family Trust dated March 8, 2002** for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to **City of Henderson Redevelopment Agency**, a **public body corporate and politic**, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

**Lot 4, Block 16 of Book 3, Page 42 of Plats Section 18, Township 22 South,  
Range 63 East M.D.M. Clark County, Nevada commonly known as:  
314 South Water Street**

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record, if any or any that actually exist on the property.





**RAC**

# REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

MAY 22, 2012

RAC-006

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

**FISCAL IMPACT:**

No Impact

Budget funds available

Augmentation required

**BACKGROUND / DISCUSSION / ALTERNATIVES:**

**RECOMMENDED MOTION:**

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 8, 2012:

### I. CORNERSTONE REDEVELOPMENT AREA

- Shortfall Note

#### Projects

- Ladera Parcels
- Loretto Bay

### II. DOWNTOWN REDEVELOPMENT AREA

#### Projects

- Business Recruitment/Development
- City Tower (Southeast corner of Lake Mead Parkway and Water Street)
- Create Comprehensive Development and Business Recruitment Incentive Packages
  - Downtown Investment Strategy (DTIS): (Update Implementation)
    - The kick-off for the Development Code update committee was held on April 23. Members represent a variety of City departments, along with representatives from Council, RTC, and the private sector. Those who attended gave great input into what issues need to be addressed, such as infrastructure, parking, open space and landscaping.
    - In conjunction with Community Development, RDA staff is working on creating the zoning districts and dimensional standards for each of the sub-districts identified in the Investment Strategy update.
- Environmental Protection Agency Sustainable Community Building Blocks Program Grant:
- Former Asset Central Site
- Former Parkline Site
- Marketing the Water Street District
- Marketing To Developers, Business Owners & Consumers
- Outreach:
  - The contents for the Business Welcome Package are complete and staff is currently putting together multiple packets to deliver to new WSD businesses. After the initial distribution, staff, with a member of the WSDBA welcome committee, will be distributing the packets to new businesses on a monthly basis.
  - Staff met with the Henderson Historical Society to discuss the status of the Historical Walking Tour. The Henderson Historical Society is developing a Tour Committee to promote and expand the tour, to include and members of the HHS Board.
- Pinnacle Building
- Residential Development Team
- Senior Center/Pacific Pines

- Social Gathering Space Team
- Site A (SW corner of Victory and Water)
- Townhouse Motor Lodge
- Water Street District Business Association: More than 30 business owners attended the recent WSDBA Spring Mixer and Membership Drive. Councilwomen March and Schroder was also at the event.

#### **Programs**

- Façade Improvement Program

### **III. EASTSIDE REDEVELOPMENT AREA**

#### **Projects**

- Bifurcation: Staff determined that bifurcation does not make sense at this point. Union Village will be notified in writing. RDA staff will contact the County to let them know as well as to inform them that four parcels (Central Christian Church) will be added to the Eastside area.
- Boulder Highway Business Coalition: Staff is working with the business owners currently involved to expand the number of business involved in the process.
- Business Recruitment: Staff continues to work with a potential business owner for a location along N Boulder Hwy who is basing their decision on availability of funding for the Eastside Façade Loan to Grant Program, which will be available July 1.
- Eastside Business Coalition
- Landwell/Cadence (Cadence): All three of the LandWell agreements (OPA Amendment, Sewer Main and Environmental Fees) were recommended by the RAC to RDA for approval. It will go to RDA on May 22.
- Museum Site-95/Galleria
- Union Village
- Wells Park: Parks has completed the water audit, and the contractor can now begin to install the sod and complete site cleanup. Parks and Recreation is looking into the possibility of opening the park and just screening off the grass areas until they are established.

#### **Programs**

- Façade Improvement Program
- Sign Grant Program

### **IV. TUSCANY REDEVELOPMENT AREA**

- OPA
- Semi-Annual Payment

### **V. LAKEMOOR CANYON**

- House Subcommittee on Energy and Mineral Resources
- Federal Land Sale

### **VI. ADMINISTRATION / ALL AREAS**

- Audit
- Bonds
- Budget: (FY13) Staff completed the budget augmentation and associated agenda item for FY12. Revenue is anticipated to come in \$1.9M less than anticipated (\$700,000 due to the fact that the RTC grant was accepted by Public Works instead of Redevelopment as originally planned) and expenditures were reduced by \$2.3M (with those funds going back into the ending fund balance). Staff has been taking very proactive measures to ensure the financial viability of the Agency. The augmentation will go before the RAC in May and the RDA in June.
- Business License Counts

- Financials:
  - Staff met with the Agency's financial advisors and bond underwriters to discuss the potential of bond refinancing. The timing appears to be right, as the first call date is approaching on October 1, 2012; however, it will be a matter of how the bonds will price that will determine if staff recommends refinancing.
- Homeowner Assistance Program: Due to financial hardship, the Loan Committee approved a loan modification for a program participant, extending the maturity date by three years and reducing the monthly payment from \$247 to \$110.
- IMPLAN Software
- NDC: Staff has asked CAO to assist to pay for the NDC contract for FY13 because much of what NDC will be working on is economic development activity related to the Arena and Union Village.
- Outreach
- Revenue:
  - Revenues for March were up 6.5 percent from the same period last year—all attributed to Downtown and Tuscany. Expenditures remain under projections, except for bond payments, which were just made in April.
  - Staff continues to have discussions with County representatives on projected revenues. Staff is pursuing to meet with County Finance to discuss the shift percentage and how it is calculated.
- Tax Increment Distribution