



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

**Regular Meeting
Tuesday, August 28, 2012
4:00 p.m.**

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

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

The Chairman reserves the right to hear agenda items out of order, combine two or more agenda items for consideration, remove an item from the agenda, or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted.

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

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

I. CALL TO ORDER

II. CONFIRMATION OF POSTING AND ROLL CALL

III. ACCEPTANCE OF AGENDA (For Possible Action)

IV. PUBLIC COMMENT

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

V. NEW BUSINESS

1.	MINUTES—CITY OF HENDERSON REDEVELOPMENT AGENCY ADVISORY COMMISSION MEETING OF July 24, 2012 (For Possible Action)
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Approve the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of July 24, 2012.

2.	FINANCIAL MANAGEMENT POLICIES (For Possible Action)
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Adopt the Redevelopment Financial Management Policy for: Eligibility Criteria for Projects to be Considered for TIF Reimbursement.

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3.	FY2012 CARRYOVER OF UNSPENT FUNDS (For Possible Action)
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Approve the carryover of unspent 2012 funds to Fiscal Year 2013.

4.	DOWNTOWN AND EASTSIDE TENANT IMPROVEMENT GRANT MODIFICATIONS (For Possible Action)
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Approve the Modifications to the Downtown and Eastside Tenant Improvement Grant Programs.

5.	DOWNTOWN AND EASTSIDE FAÇADE LOAN TO GRANT MODIFICATIONS (For Possible Action)
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Approve the Modifications to the Downtown and Eastside Façade Loan to Grant Programs.

6.	CONSIDERATION OF A PROPOSED PLAN AMENDMENT TO THE EASTSIDE REDEVELOPMENT PLAN BY ADDING 58 ACRES TO THE EASTSIDE REDEVELOPMENT AREA (For Possible Action)
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Approve the proposed plan amendment to the Eastside Redevelopment Plan by adding 58 acres to the Eastside Redevelopment Area, and directing staff to take all steps necessary to comply with NRS chapter 279.

7.	TERMINATION OF THE AGREEMENT BETWEEN THE CITY OF HENDERSON NEIGHBORHOOD SERVICES DIVISION AND THE CITY OF HENDERSON REDEVELOPMENT AGENCY IN WHICH THE AGENCY WAS TO RECEIVE \$500,000 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT- NEIGHBORHOOD STABILIZATION PROGRAM FOR THE PURCHASE OF ELIGIBLE RESIDENTIAL PROPERTIES WITHIN THE TARGET AREA BOUNDED BY WEST BASIC ROAD, WEST PACIFIC AVENUE, WEST ATLANTIC AVENUE, AND NICKEL STREET (For Possible Action)
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Approve termination of the agreement between the City of Henderson Neighborhood Services Division and the City of Henderson Redevelopment Agency in which the Agency was to receive \$500,000 from the Community Development Block Grant-Neighborhood Stabilization Program for the purchase of eligible residential properties within the Target Area bounded by West Basic Road, West Pacific Avenue, West Atlantic Avenue, and Nickel Street.

8.	PROJECTS UPDATE
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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: 19 S. Water Street; Business Recruitment/Development; City Tower (Southeast corner of Lake Mead Parkway and Water Street); Create Comprehensive Development and Business Recruitment Incentive Packages; Downtown Residential Civic Alliance; Environmental Protection Agency Grant for Technical Assistance; Former Asset Central Site: Former Parkline Site; Marketing the Water Street District; Marketing To Developers, Business Owners & Consumers; Outreach; Pinnacle Building; Residential; Senior Center/Pacific Pines; Social Gathering Space Team; Site A; Townhouse Motor Lodge; Water Street District Business Association; Façade Improvement Program; Sign Grant Program. Eastside

(CONTINUED ON NEXT PAGE)

Redevelopment Area: Boulder Highway Business Coalition; Business Recruitment; Eastside Investment Strategy; Eastside Business Coalition; KMA Tax Increment Analysis; Landwell/Cadence; Museum Site-95/Galleria; Union Village; Wells Park; Façade Improvement Program; Sign Grant Program. Tuscany: Note; OPA; Semi-Annual Payment. Lakemoor Canyon: Bill; Development; House Subcommittee on Energy and Mineral Resources, Federal Land Sale. Administration/All Areas: Audit; Applied Analysis White Paper on Tax Increment; Assistance Programs; Bonds; Budget; Financials; Homeowner Assistance Program; NDC; New Markets Tax Credit; Outreach; Redevelopment Association of Nevada (RAN); 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**

VIII. **SET NEXT MEETING**

- September 25, 2012 at 4:00 p.m.

IX. **ADJOURNMENT**

Agenda posted prior to 9:00 a.m. on August 15, 2012 at the following locations:

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



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

AUGUST 28, 2012

RAC-001

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

Supporting Documentation:

Minutes consisting of four (4) pages

**CITY OF HENDERSON REDEVELOPMENT AGENCY
ADVISORY COMMISSION
MINUTES
July 24, 2012**

I. CALL TO ORDER

Chairman Tom Foster called the Redevelopment Advisory Commission to order at 4:02 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: Chairman Tom Foster
Tom Fay
Mark McGinty
Stan Southwick
Laura Jane Spina

Excused: David Chavez
Richard Serfas

Staff: Bob Cooper, Manager of Economic Dev./Redevelopment
MaryAnne Cruzado, Admin Assistant III
Christine Guerri-Nyhus, Assistant City Attorney
Daphney Jeffers, Sr. Administrative Analyst
Michelle Romero, Redevelopment Manager
Lisa Sich, Special Projects Accountant
April Parra, Minutes Clerk

Guests: None

III. ACCEPTANCE OF AGENDA

(Motion) Mr. Fay introduced a motion to accept the agenda. The vote favoring approval was unanimous. Chairman Foster 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 JUNE 26, 2012.
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Recommend approval of the minutes of the City of Henderson Redevelopment Agency Advisory Commission meeting of June 26, 2012.

(Motion) Mr. McGinty introduced a motion to approve the minutes of June 26, 2012, as submitted. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

2.	FINANCIAL MANAGEMENT POLICIES
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Adopt the new and revised Redevelopment Financial Management Policies for: Budget Reporting, Appropriation Carryover, Current Funding Basis, Avoidance of Operating Deficits, Set Aside Expenditures, Fund Balance Restricted for Future Redevelopment Projects, Financial Stabilization-Redevelopment General Fund, Loan Subordination, Loan Default, Loan Short-Sale/Settlement, Loan Write-Off, Use of Debt, Cash Management, Investment Strategy, Grant Guidelines, Grant Indirect Costs, Grant Review, Grant Procedures and Reporting, Grant Program Termination, Submission of Initial and Annual Reports, Compliance with Agency Policy Statements, Five-Year Forecast of Revenues and Expenditures, Use of Financial Consultants, and Fiscal Signature Authority.

Lisa Sich, Special Projects Accountant, gave a brief summary of the proposed item and stated staff recommends approval.

Responding to a question by Mr. Foster regarding if they are replacements or all new policies, Ms. Sich stated that some are revisions and some are new policies.

A discussion ensued regarding the meaning of the term “educational facilities” used on page 18. Ms. Guerci-Nyhus said they may want to seek an opinion from the Attorney General if the issue comes up.

(Motion) Mr. Fay introduced a motion to Adopt the new and revised Redevelopment Financial Management Policies for: Budget Reporting, Appropriation Carryover, Current Funding Basis, Avoidance of Operating Deficits, Set Aside Expenditures, Fund Balance Restricted for Future Redevelopment Projects, Financial Stabilization-Redevelopment General Fund, Loan Subordination, Loan Default, Loan Short-Sale/Settlement, Loan Write-Off, Use of Debt, Cash Management, Investment Strategy, Grant Guidelines, Grant Indirect Costs, Grant Review, Grant Procedures and Reporting, Grant Program Termination, Submission of Initial and Annual Reports, Compliance with Agency Policy Statements, Five-Year Forecast of Revenues and Expenditures, Use of Financial Consultants, and Fiscal Signature Authority. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

3.	TERMINATION OF CITY TOWER DISPOSITION AND DEVELOPMENT AGREEMENT AND SETTLEMENT OF PROMISSORY NOTE.
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Approve the termination of the Disposition and Development Agreement with City Tower LLC and Settlement of the Promissory Note.

Michelle Romero, Redevelopment Manager, gave a brief summary of the proposed item and stated staff recommends approval.

(Motion) Mr. McGinty introduced a motion to approve the termination of the Disposition and Development Agreement with City Tower LLC and Settlement of the Promissory Note. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

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

Ms. Romero reviewed a memorandum regarding the status of projects as of July 12, 2012.

(Motion) Mr. Fay introduced a motion to accept the report. The vote favoring approval was unanimous. Chairman Foster 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 August 28, 2012, at 4:00 p.m.

VIII. ADJOURNMENT

There being no further business to be discussed, the meeting was adjourned at 4:25 p.m.

Respectfully submitted,

April Parra,
Minutes Clerk



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

AUGUST 28, 2012

RAC-002

SUBJECT	Financial Management Policies
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Adopt

FISCAL IMPACT:

No Impact
 Budget funds available
 Augmentation required

BACKGROUND / DISCUSSION / ALTERNATIVES:

It is prudent of the Redevelopment Agency to adopt sound financial management policies. Historically, Agency staff has followed many of the financial policies of the City of Henderson. Recognizing that the Agency is governed by NRS 279 and engages in financial transactions unique to a Redevelopment Agency, staff is preparing financial management policy statements for review and adoption by the Redevelopment Agency Board. Staff began preparing policies for adoption in July 2011 and it is envisioned that over a period of several months, staff will complete a comprehensive compilation of policy statements. From time to time, the Governmental Accounting Standards Board (GASB), Nevada Revised Statutes, and best practices in the industry change. As these changes occur, the financial management policy statements will be reviewed and may require revision. Any proposed revisions will be brought before the Redevelopment Agency Board for review and adoption.

After its annual financial management policy review, staff is recommending adoption of the following financial management policy statement:

1. Eligibility Criteria for Projects to be Considered for TIF Reimbursement.

RECOMMENDED MOTION:

Adopt the Redevelopment Financial Management Policy for: Eligibility Criteria for Projects to be Considered for TIF Reimbursement.

Supporting Documentation:

Redevelopment Financial Management Policy Statements consisting of two (2) pages

**CITY OF HENDERSON REDEVELOPMENT AGENCY
FINANCIAL MANAGEMENT POLICY**

POLICY NUMBER: 300-07

CATEGORY: EXPENDITURES

SUBJECT: Eligibility Criteria for Projects to be Considered for TIF Reimbursement

SCOPE

All City of Henderson Redevelopment Employees; Redevelopment Residents; Developers within redevelopment project areas.

PURPOSE

To assure fiscal stability and the effective and efficient delivery of services, through the identification of necessary programs and services, establishment of appropriate programs, and careful administration of the expenditure of available resources.

GUIDELINES

Following are eligible project types for which reimbursement from redevelopment TIF funds may be considered as defined by NRS 279:

1. The planning, development, re-planning, redesign, clearance, reconstruction or rehabilitation, or any combination of these, of all or part of a redevelopment area, and the provision of such residential, commercial, industrial, public or other structures or spaces as may be appropriate or necessary in the interest of the general welfare, including:
 - (a) Recreational and other facilities appurtenant thereto.
 - (b) Eligible railroads or facilities related to eligible railroads.
 - (c) The alteration, improvement, modernization, reconstruction or rehabilitation, or any combination thereof, of existing structures in a redevelopment area.
 - (d) Provision for uses involving open space, such as:
 - (1) Streets and other public grounds;
 - (2) Space around buildings, structures and improvements;
 - (3) Improvements of recreational areas; and
 - (4) Improvement of other public grounds.
 - (e) The re-planning, redesign or original development of undeveloped areas where:
 - (1) The areas are stagnant or used improperly because of defective or inadequate layouts of streets, faulty layouts of lots in relation to size, shape, accessibility or usefulness, or for other causes; or
 - (2) The areas require re-planning and assembly of land for reclamation or development in the interest of the general welfare because of widely scattered ownership, tax delinquency or other reasons.
2. "Redevelopment" does not exclude the continuance of existing buildings or uses whose demolition and rebuilding or change of use are not deemed essential to the redevelopment and rehabilitation of the area.

Additional criteria to be considered when determining whether a project might receive TIF reimbursement are as follows:

1. Number and type of new jobs created as a result of the project;
2. The creation of jobs and other business opportunities for nearby residents;
3. The increase of local revenues from desirable sources;
4. The level of positive activity generated in the area of its immediate neighborhood;
5. Unique attributes as to type of use or level of quality and design;
6. The type of qualified and trained labor needed for the construction, installation or operation of the project;
7. The social or financial benefits to the community;
8. The comparison of the level of spending proposed by the Agency and of future revenues to be received by the Agency;
9. Incorporation of transit oriented development principles within project design;
10. Incorporation of sustainable (green) development principles within the project design;
11. Traffic generated by the project to the redevelopment area;
12. Services provided to the redevelopment area residents by the project;
13. Removal of blight/beautification of the redevelopment area; and/or;
14. There are no other reasonable means of financing the project.

HISTORY

Redevelopment Agency Board Adopted: (Insert Date of Adoption Here)



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

AUGUST 28, 2012

RAC-003

SUBJECT	FY2012 Carryover of Unspent Funds
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Approve

FISCAL IMPACT:

No Impact

Budget funds available

Augmentation required

(See attached)

BACKGROUND / DISCUSSION / ALTERNATIVES:

Staff is requesting approval to carryover funds from FY12 to FY13 per the attached worksheet.

RECOMMENDED MOTION:

Approve the carryover of unspent 2012 funds to Fiscal Year 2013.

Supporting Documentation:

FY12 Carryforward Worksheets consisting of one (1) page

Redevelopment Carry Forward Requests FY12 to FY13

PO No.	Vendor	Name	Line	Distrib Line #	More Info	Fund	Dept	Account	Project	PO Amount	Voucher Amount	Cancel Amount	Balance
0000616182	0000003326	VTN NEVADA	1	1	Land Surveying Services, Site C	2092	1001	601012	H0101	23,390.00	83.00	0.00	4,258.10
													4,258.10
0000623370	0000025192	PAUL E. FERRANDO	1	1	Downtown Facade Improvement, 19 S. Water Street	2092	1001	601436	H0008	81,000.00	0.00	0.00	81,000.00
0000615984	0000024155	TOWNHOUSE MOTOR LODGE INC	1	1	Grant Award, Renovation & Rehab of 27, 31, & 73 Water Street	2092	1001	601436	H0084	93,940.00	0.00	0.00	93,940.00
													174,940.00
0000606507	0000023905	PREFERRED CONTRACTING INC	1	2	AWARD Contract 131-11-GG-R25-001, Wells Park Renovations	2097	1001	601436	H0070	1,555,511.11	1,400,490.19	0.00	155,020.92
													155,020.92
TOTAL		Fund 2092-2097											334,219.02
TOTAL FUND 20xx													334,219.02



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

AUGUST 28, 2012

RAC-004

SUBJECT	Downtown and Eastside Tenant Improvement Grant Modifications
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	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 Downtown TI	\$100,000	2092-1001-601436-H0079
FY2013 Eastside TI	\$150,000	2097-1001-601436-H0079

BACKGROUND / DISCUSSION / ALTERNATIVES:

Staff is proposing that the Downtown and Eastside Tenant Improvement Grant Programs be modified. Changes proposed include no longer allowing a grant recipient to also act as the general contractor; all work being performed in connection with the Programs must be done by a third party independent contractor.

Additionally, Agency staff is proposing a point system for awarding Redevelopment Agency funds for Tenant Improvement applications in both the Downtown and Eastside Redevelopment areas. Points will be awarded to an applicant based on type of use, location, number of jobs that will either be sustained or created, the use of sustainable building materials, whether the building has been vacant for more than six months, and the length of lease.

- 3 total points awarded will allow an award of up to \$10 per square foot of floor area
- 4 total points awarded will allow an award of up to \$15 per square foot of floor area
- 5 total points awarded will allow an award of up to \$20 per square foot of floor area
- 6 total points awarded will allow an award of up to \$25 per square foot of floor area

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RECOMMENDED MOTION:

Approve the Modifications to the Downtown and Eastside Tenant Improvement Grant Programs.

Through the implementation of the point system, as detailed below, applicants that involve a use that will create greater exposure to the District, which are on major streets, employ a higher number of individuals, and involve longer term leases will be eligible to receive higher funding. The Programs provide a 50% match to private dollars and the currently adopted thresholds will remain.

Points awarded will be based on the information that is provided by the applicant. If the applicant is determined to meet the requisite number of points, and the remaining application materials are complete, the application will be scheduled for a hearing before the Redevelopment Agency Loan Committee.

Point System:

Retail Use – 2 points

Restaurant – 2 points

Bar, Tavern, Urban Lounge – 2 points

Hotel – 2 points

Civic – 2 points

Specialty Retail/Gourmet Grocery – 2 points

Medical/Dental Office – 2 points

All Other Offices – 1 point

Service including Day Care, Day Spa, Beauty Salon, Veterinarian, Dry Cleaner, Laundromat – 1 point

Buildings/spaces that have been vacant for more than 6 months – 1 point

DT Tenant Improvement Program—Buildings fronting Water Street, Pacific Avenue, Basic Road, Lake Mead Parkway, Boulder Highway – 1 point

ES Tenant Improvement Program—Buildings fronting Boulder Highway – 1 point

Businesses that will create or maintain the following number of full-time equivalent jobs:

1-5 jobs – 1 point

6-10 jobs – 2 points

11 > jobs – 3 points

Applicants with a fully executed lease that is:

3 years in length from the date of application – 1 point

5 years in length from the date of application – 2 points

Supporting Documentation:

Downtown Tenant Improvement Program and Guidelines consisting of ten (10) pages

Eastside Tenant Improvement Program and Guidelines consisting of ten (10) pages

**City of Henderson
REDEVELOPMENT AGENCY**



**Downtown Tenant
Improvement
Program and
Guidelines**

*With Sustainability Incentive
Approved*



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

According to the City of Henderson Downtown Investment Strategy, the long-term revitalization and improvement of the Downtown will require enduring public/private partnerships that leverage limited resources from both the Agency and the Downtown 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. **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, an additional 10 percent of funds will be added to applications that meet the guideline as set forth further in this document.**

Ex. An application eligible for an award of \$30,000 will receive a \$3,000 incentive for the use of sustainable building practices. To receive the sustainability bonus, 5 points are required from the checklist.

Grant recipients must pay a minimum of 20 percent 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 approved applicants and the Agency. The general program, qualifications, guidelines, and grant terms and conditions are described below.

I. ELIGIBILITY

To secure a compelling mix of retail, restaurant, office, and art niche businesses in the Downtown Redevelopment Project Area, certain business/tenant types are excluded from this program. Generally, an appropriate business for the Tenant Improvement Grant Program is one of the target business types that will, according to the Downtown Investment Strategy, promote an inviting, vibrant Downtown environment. The following table identifies the types of businesses that were identified in the Downtown Investment Strategy as desired uses in the Downtown.

<i>Eligible Business Type</i>	<i>Non-Eligible Business Type</i>
Dining and Bars (e.g. Casual, Dining, Brew Pub)	Take-out only food services
Retail (e.g. Drug Store, Book Store, Neighborhood Grocery, Card/Gift Shop, Art Supply Stores, Apparel – except infant only, Hobby, Linen, Stationary)	Infant Apparel only
Service (e.g. Day Care, Day Spa, Beauty Salon, Veterinarian, Dry Cleaner/Laundromat)	Automotive Oriented Businesses (e.g. Car Wash, Tire Lube Center, Automobile Repair, Smog Station)
Office (e.g. Single-tenant professional – legal, medical, architecture, engineering, Multi-Tenant,	Convenience Store/Cell-phone Stores
Hotel (e.g. Best Western, Marriot)	Massage (stand alone)
Civic (e.g. Utility Service Center, Post Office with a retail component)	Dollar and similar Discount stores/ Pawn Shops
Specialty/Gourmet Grocery	Bail Bonds

In order to receive a Tenant Improvement Grant, an application must be determined to have a minimum of 3 points from the following list. The number of points that an application receives will correspond to the amount of money per square foot that it will be eligible to receive.

3 points = Up to \$10 per square foot

4 points = Up to \$15 per square foot

5 points = Up to \$20 per square foot

6 or more points = Up to \$25 per square foot

Points will be determined based on the information that is provided by the applicant. If the application meets the requisite number of points, and the remaining application materials are complete, the application will be scheduled for a hearing before the Redevelopment Agency Loan Committee.

Points Allowed:

Retail Use – 2 points

Restaurant – 2 points

Bar, Tavern, Urban Lounge – 2 points

Hotel – 2 points

Civic – 2 points

Specialty Retail/Gourmet Grocery – 2 points

Medical/Dental Office – 2 points

All Other Offices – 1 point

Service – 1 point

Buildings/spaces that have been vacant for more than 6 months – 1 point

Buildings fronting Water Street, Pacific Avenue, Basic Road, Boulder Highway, or Lake Mead Parkway – 1 point

Businesses that will create or maintain the following number of full-time equivalent jobs:

1-5 jobs – 1 point

6-10 jobs – 2 points

11 > jobs – 3 points

Applications with a fully executed lease that is:

3 years in length from the date of application – 1 point

5 years in length from the date of application – 2 points

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 Downtown 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

Note: *Improvements to buildings that affect the exterior appearance of the building façade must meet the Moderne Architectural Theme requirement for the Downtown Core Commercial Zone (DCC) as provided in Section 19.5.5C of the Henderson Municipal Code if the building is located in a DCC Zone

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.)
5. Projects must comply with the adopted Downtown Investment Strategy.

III. ELIGIBLE COSTS (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. Copies of permits are to be provided to RDA staff prior to any improvements commencing.
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 up to \$25.00 per square foot to a maximum of \$50,000; and
 - (ii) A 10 percent incentive bonus may be added to applications that are determined to use sustainable building practices; 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 tenant improvement project 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. Applicant cannot be designated as the contractor for the purposes of this grant. All improvements are to be made by a licensed third party contractor.
- 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

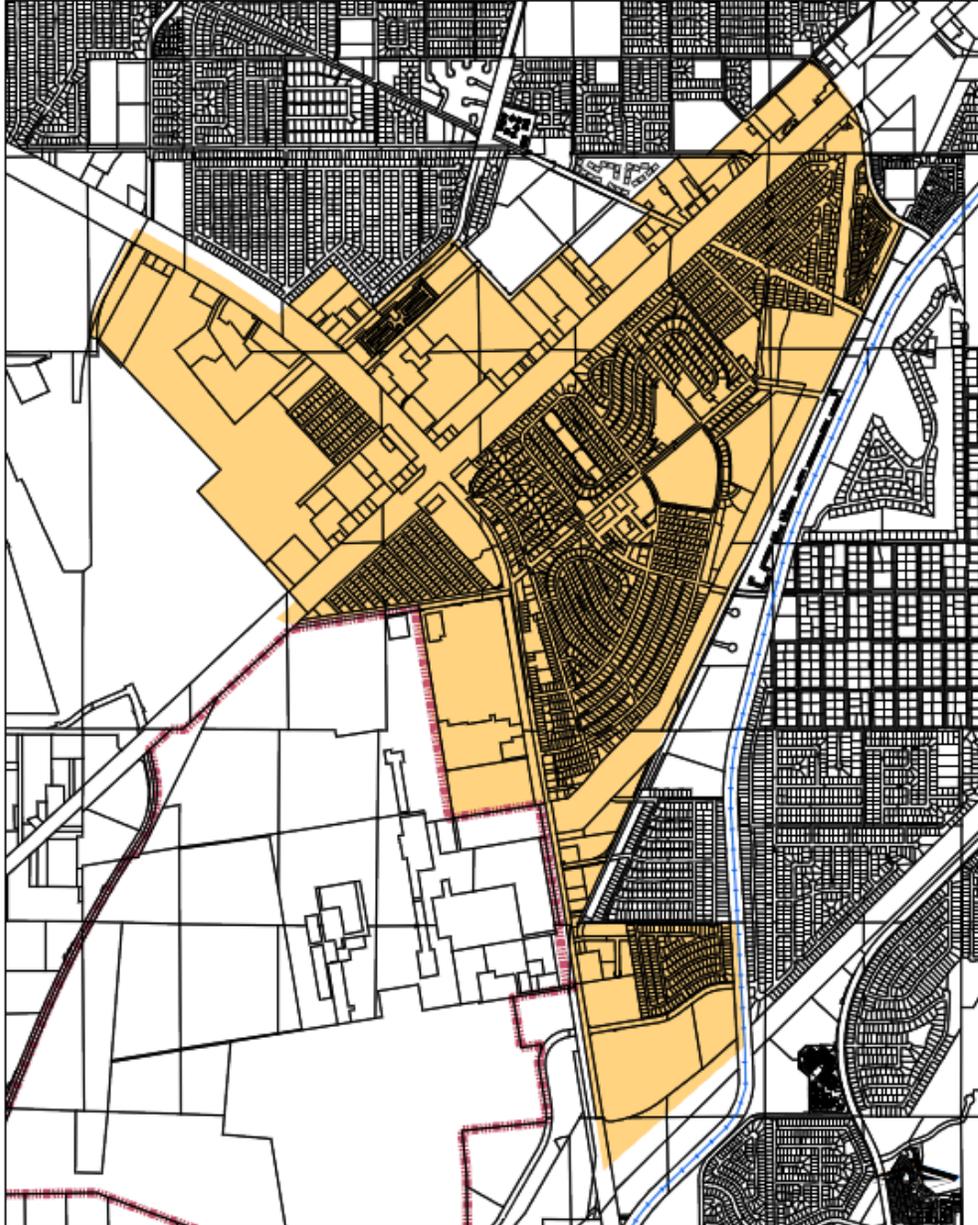
Appeals of Loan Committee decisions must be heard at a publicly noticed Redevelopment Agency Board Meeting.

Appendix A

HENDERSON, NEVADA

Tenant Improvement Program Eligible Area

- Corporate Limits
- Assessor's Parcels
- Tenant Improvement Program Eligible Area

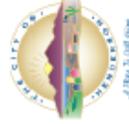


January 29, 2010

Source(s): City of Henderson Community Development Department, Clark County Assessor's Office, and Clark County Geographic Information Systems Department Office.

Based on Projected Coordinate System: NAD83, Zone 11N East, FIPS 2791, Feet

Note: This map is offered as a general reference only. Neither warranty of accuracy is intended nor should any be assumed.



City of Henderson
Community Development
City Hall Street
200 Water Street
P.O. Box 90050
Henderson, NV 89009-5000
Tel. (702) 267-1500
www.cityofhenderson.com

F:\projects\cld\review\2009\TenantImprovementsProgram

Appendix B Green Building Review Criteria

*Each item is worth 1 point.

Lighting

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

Recycled or Low-Emitting Materials

- Incorporate materials consisting of at least 50 percent 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 10 percent incentive bonus, 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.

**City of Henderson
REDEVELOPMENT AGENCY**



**Eastside Tenant
Improvement
Program and
Guidelines**

*With Sustainability Incentive
Approved*



**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 enduring public/private partnerships that leverage 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. **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 an additional 10 percent of funds will be added to applications that meet the guideline as set forth further in this document.**

Ex. An application eligible for an award of \$30,000 will receive a \$3,000 incentive for the use of sustainable building practices. To receive the sustainability bonus, 5 points are required from the checklist.

Grant recipients must pay a minimum of 20 percent 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 approved 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.

In order to receive a Tenant Improvement Grant, an application must be determined to have a minimum of 3 points from the following list. The number of points that an application receives will correspond to the amount of money per square foot that it will be eligible to receive.

- 3 points = Up to \$10 per square foot
- 4 points = Up to \$15 per square foot
- 5 points = Up to \$20 per square foot
- 6 or more points = Up to \$25 per square foot

Points will be determined based on the information that is provided by the applicant. If the application meets the requisite number of points, and the remaining application materials are complete, the application will be scheduled for a hearing before the Redevelopment Agency Loan Committee.

Points Allowed:

- Retail Use – 2 points
- Restaurant – 2 points
- Bar, Tavern, Urban Lounge – 2 points
- Hotel – 2 points
- Civic – 2 points
- Specialty Retail/Gourmet Grocery – 2 points
- Medical/Dental Office – 2 points

- All Other Offices – 1 point
- Service – 1 point

Buildings/spaces that have been vacant for more than 6 months – 1 point

Buildings fronting Boulder Highway – 1 point

Businesses that will create or maintain the following number of full-time equivalent jobs:

- 1-5 jobs – 1 point
- 6-10 jobs – 2 points
- 11 > jobs – 3 points

Applications with a fully executed lease that is:

3 years in length from the date of application – 1 point
5 years in length from the date of application – 2 points

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. *Copies of permits are to be provided to RDA staff prior to any construction commencing.*
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 up to \$25.00 per square foot to a maximum of \$50,000; and

- (ii) A 10 percent award bonus may be added to applications that are determined to use sustainable building practices; 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 tenant improvement project 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. Applicant cannot be designated as the contractor for the purposes of this grant. All improvements are to be made by a licensed third party contractor.
- 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.

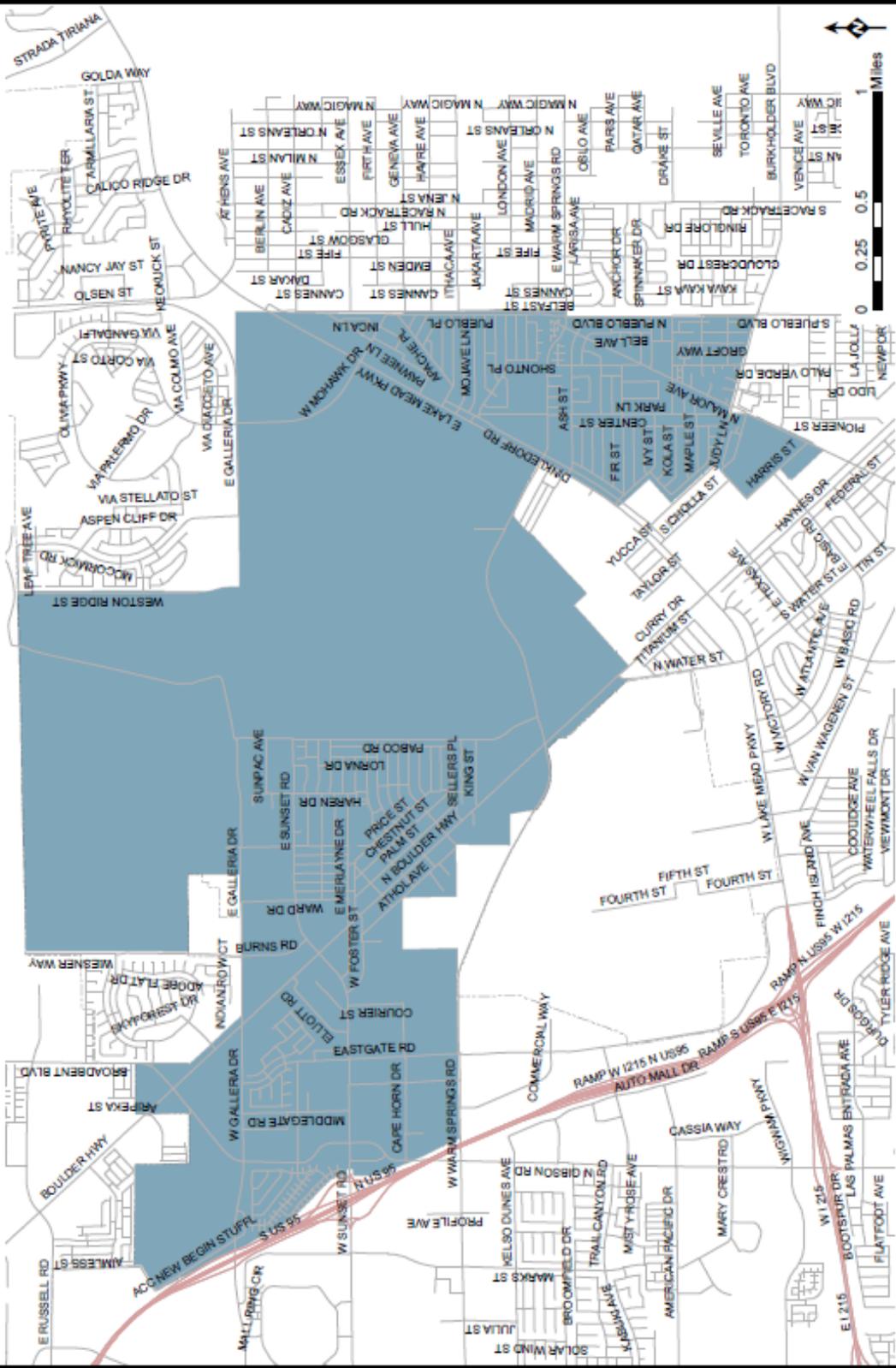
VIII. APPEAL PROCESS

Appeals of Loan Committee decisions must be heard at a publicly noticed Redevelopment Agency Board Meeting.

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 percent of interior space
- Energy efficient indoor lighting
- Occupancy light sensors

Recycled or Low-Emitting Materials

- Incorporate materials consisting of at least 50 percent 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 10 percent incentive bonus, 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

AUGUST 28, 2012

RAC-005

SUBJECT	Downtown and Eastside Façade Loan to Grant Modifications
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	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 Downtown Façade	\$ 90,000	2092-1001-601436-H0008
FY2013 Eastside Façade	\$150,000	2097-1001-601439-H0008

BACKGROUND / DISCUSSION / ALTERNATIVES:

Staff is proposing that the Downtown and Eastside Façade Loan to Grant Programs (Programs) be modified. Changes proposed include no longer allowing a grant recipient to also act as the general contractor; all work being performed in connection with the Programs must be done by a third party, independent contractor, and a reduction to the maximum allowable loan to grant from \$33,000 to \$24,750.

Additionally, Agency staff is proposing a point system for awarding Redevelopment Agency funds for Façade Improvement applications in both the Downtown and Eastside Redevelopment areas. Points will be awarded to an applicant based on type of use, location, number of jobs that will either be sustained or created, the use of sustainable building materials, whether the building has been vacant for more than six months, and the length of lease.

- 3 total points awarded will allow an award of up to \$9,000
- 4 total points awarded will allow an award of up to \$10,500
- 5 total points awarded will allow an award of up to \$12,000
- 6 total points awarded will allow an award of up to \$15,000

(CONTINUED ON NEXT PAGE)

RECOMMENDED MOTION:

Approve the Modifications to the Downtown and Eastside Façade Loan to Grant Programs.

Through the implementation of the point system, as detailed below, applicants that involve a use that will create greater exposure to the District, which are on major streets, employ a higher number of individuals, and involve longer term leases will be eligible to receive higher funding. The Programs provides an 80% match to private dollars and the currently adopted thresholds will remain.

Points awarded will be based on the information that is provided by the applicant. If the applicant is determined to meet the requisite number of points, and the remaining application materials are complete, the application will be scheduled for a hearing before the Redevelopment Agency Loan Committee.

Point System:

Retail Use – 2 points

Restaurant – 2 points

Bar, Tavern, Urban Lounge – 2 points

Hotel – 2 points

Civic – 2 points

Specialty Retail/Gourmet Grocery – 2 points

Medical/Dental Office – 2 points

All Other Offices – 1 point

Service – 1 point

Buildings/spaces that have been vacant for more than 6 months – 1 point

DT Façade Improvement Program—Buildings fronting Water Street, Pacific Avenue, Basic Road, Boulder Highway, and Lake Mead Parkway – 1 point

ES Façade Improvement Program—Buildings fronting Boulder Highway – 1 point

Businesses that will create or maintain the following number of full-time equivalent jobs:

1-5 jobs – 1 point

6-10 jobs – 2 points

11 > jobs – 3 points

Applicants with a fully executed lease that is:

3 years in length from the date of application – 1 point

5 years in length from the date of application – 2 points

Supporting Documentation:

Downtown Façade Loan to Grant Program and Guidelines consisting of eleven (11) pages

Eastside Façade Loan to Grant Program and Guidelines consisting of eleven (11) pages

**City of Henderson
REDEVELOPMENT AGENCY**



A Place To Call Home

**Downtown Façade
Improvement
Program and
Guidelines**

*With Sustainability Incentive
Updated*



**CITY OF HENDERSON
REDEVELOPMENT AGENCY
FAÇADE IMPROVEMENT LOAN PROGRAM
QUALIFICATIONS, CONDITIONS, AND TERMS**

As part of the overall redevelopment strategy, the City of Henderson Redevelopment Agency, referred to herein as the “Agency,” through its Façade Improvement Loan to Grant Program, will provide loans to eligible property owners to enhance commercial buildings and storefronts within the program designated area.

The Agency is offering additional incentives for projects that incorporate Green Building Initiatives. 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 an additional 10 percent of funds will be added to applications that meet the guideline as set forth further in this document.**

Ex. An application eligible for an award of \$15,000 will receive a \$1,500 incentive for the use of sustainable building practices. To receive the sustainability bonus, 5 points are required from the checklist.

This Program is an 80 percent grant for eligible expenses. Grant recipients must pay a minimum of 20 percent of the total improvement costs.

The program is administered by Agency staff. **Prior to payment being made to a contractor or reimbursement to a borrower, Agency staff will verify actual costs incurred by borrower; conduct an inspection of the work performed to verify that work was completed as approved by the Loan Committee; and require the applicant to provide a copy of the approved Final Inspection issued by the City of Henderson Division of Building and Fire Safety.**

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

I. ELIGIBILITY

1. Applicants

- a) Applicant must be the property owner(s) of a program-eligible building. 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) Façade Improvement Loans are subject to funding availability. Approval, denial, or modification lies with the Loan Committee, made up of the Redevelopment Manager or his/her designee, Treasurer of the Agency or his/her designee, and three members of the

Redevelopment Advisory Commission. Should a recipient wish to appeal a Loan Committee decision, staff will forward the request, via agenda, to Redevelopment Agency Board.

2. Building

- a) Building must be commercial, or administratively approved on a case-by-case basis, and located in the Downtown Redevelopment Area, per the attached map. (See Attachment “A.”)
- b) New buildings (constructed within the last three years) are not eligible for assistance.
- c) Properties affected by unresolved code enforcement issues or actions will not be eligible for participation under this program.

II. IMPROVEMENTS

In order to be eligible to apply for the Downtown Façade Loan to 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 Downtown Redevelopment Area.

In order to receive a Façade Loan to Grant, an application must be determined to have a minimum of 3 points from the following list. The number of points that an application receives will correspond to the amount of money per square foot that it will be eligible to receive.

- 3 total points awarded will allow an award of up to \$9,000
- 4 total points awarded will allow an award of up to \$10,500
- 5 total points awarded will allow an award of up to \$12,000
- 6 total points awarded will allow an award of up to \$15,000

Points will be determined based on the information that is provided by the applicant. If the application meets the requisite number of points, and the remaining application materials are complete, the application will be scheduled for a hearing before the Redevelopment Agency Loan Committee.

Points Allowed:

- Retail Use – 2 points
- Restaurant – 2 points
- Bar, Tavern, Urban Lounge – 2 points
- Hotel – 2 points
- Civic – 2 points
- Specialty Retail/Gourmet Grocery – 2 points
- Medical/Dental Office – 2 points

- All Other Offices – 1 point
- Service – 1 point

Buildings/spaces that have been vacant for more than 6 months – 1 point

Buildings fronting Water Street, Pacific Avenue, Basic Road, Boulder Highway, or Lake Mead Parkway – 1 point

Businesses that will create or maintain the following number of full-time equivalent jobs:

1-5 jobs – 1 point

6-10 jobs – 2 points

11 > jobs – 3 points

Applications with a fully executed lease that is:

3 years in length from the date of application – 1 point

5 years in length from the date of application – 2 points

1. Eligible improvements may include:

- (a) Painting of the entire building façade (including decorative architectural elements), rear entrances, and sides of building.
- (b) Construction, installation and/or renovation of awnings, marquees, doors, windows, signage, display window lighting, tiles, signs, landscaping, and other façade improvements approved by the Agency and Community Development Departments. Certain improvements adjacent to a sidewalk, in a parking lot, or vacant lot may also be eligible. All improvements must be compatible with adopted design standards and approved by the Redevelopment Agency Loan Committee. Asphalt works such as replacement, resurfacing, or striping in a parking lot is not an eligible expense.

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. Maintenance type improvements such as roofing and general structural upgrade work are not eligible unless considered to be an integral part of the façade improvement.

4. The Agency and other appropriate City departments must approve all improvements. Improvements must comply with all City building codes, architectural standards, and sign standards.

5. Applicant is not to begin any improvements to the property before the loan agreement is approved and signed by the Agency. Construction, renovation, or painting costs incurred prior to the execution of the loan will not be eligible for reimbursement. (Design, drawing and fee costs will be eligible for reimbursement solely under conditions discussed below.)

6. Projects must comply with the adopted Downtown Investment Strategy.

III. ELIGIBLE COSTS (those costs eligible for reimbursement through the Façade Improvement Program):

1. Prep and Construction:

- a) Painting of the entire building façade (including decorative architectural elements), rear entrances, and sides of building.
- b) Construction, installation and/or renovation of awnings, marquees, doors, windows, signage (including onsite electrical to support the signage), display window lighting, tiles, signs, landscaping, and other façade improvements approved by the Agency and Community Development Departments. Certain improvements adjacent to a sidewalk, in a parking lot, or vacant lot may also be eligible. All improvements must be compatible with adopted design standards and approved by the Redevelopment Agency Loan Committee.

2. **Permits and fees:** All permits and fees lawfully required to construct the façade improvements shall be paid by applicant and shall be considered eligible costs. Copies of permits are to be provided to RDA staff prior to any construction commencing.

3. **Construction drawings:** The preparation of detailed drawings shall be paid by the applicant and considered eligible costs. (See Section V “DESIGN AND PRELIMINARY COST ESTIMATE.”)

4. **Conceptual design costs:** Conceptual design and cost estimates are eligible costs. (See Section V “DESIGN AND PRELIMINARY COST ESTIMATE.”)

5. **Other fees:** Credit reports, closing, recordation, and other related costs shall be paid by applicant and considered eligible costs.

IV. LOAN TERMS

1. Principal:

- a) **Subject to the availability of funding**, the maximum loan principal is the lesser of: 1) 80% of eligible project costs actually incurred, or 2) maximum allowable loan per storefront according to frontage.

Points	Maximum Agency Participation	Maximum Loan
3 Points	80%	\$9,000
4 Points	80%	\$10,500
5 Points	80%	\$12,000
6 Points	80%	\$15,000

* If an application is for a building with double frontage, facades that are clearly visible from two rights-of-way, an additional 50 percent of the above awards may be added. Ex. An application with 6 points and an exposed façade on two frontages will be eligible for a total loan to grant of \$22,500.

- b) Borrower must liquidate any existing façade program loan before being eligible for an additional façade improvement loan. Maximum cumulative loan amount is not to exceed \$24,750 in any two consecutive-year period.
- c) One hundred percent (100%) of the principal shall be forgiven at maturity if the terms and conditions of the loan are met.
- d)  **Sustainability Incentive** – If you add five (5) of the following components to your façade improvement, you are eligible for an additional 10 percent of the maximum loan amount. *(Therefore, the maximum cumulative loan amount may not exceed \$24,750.)*

General Provisions

For all construction work, reusing existing materials on site is considered a sustainable practice because it extends the life of existing materials, conserves resources, reduces waste, and reduces impacts on the environment as related to the manufacture and transportation of new materials. In order to count this as one of the criteria, a minimum of 5 percent of the total project materials must be salvaged, refurbished, or reused materials.

Construction waste should be diverted from landfills through recycling or salvaging. An example of salvaging would be where part of a brick building is demolished, and the bricks are used for a new walkway or other part of the structure or property.

In general, where new building materials are needed, choose materials with recycled (post-consumer and/or pre-consumer) content. Post-consumer material has already been used and will be reused for another purpose, such as insulation made from used denim jeans. Pre-consumer material is generally a by-product that comes directly from the manufacturer and has not been used by the end consumer, such as broken glass from a window manufacturer that will be used as aggregate in concrete.

Wherever possible, specify materials that are extracted, processed, and manufactured within 500 miles of the construction site in order to reduce environmental impacts from transportation.

Wood

- Use sustainably-harvested wood that is FSC (Forest Stewardship Council) certified.
- Use composite wood products (MDF board, particle board, plywood, etc.) that contain no added urea formaldehyde resins.
- Roofing - Use light-colored or highly-reflective materials per LEED standards or similar to reduce heat gain and urban heat island effect. (Per LEED, use materials with a Solar Reflectance Index (SRI) of at least 78 for roofs with a pitch less than or equal to 2:12, and an SRI of at least 29 for roofs with a pitch greater than 2:12.) See www.coolroofs.org for product information.

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- Use sustainably-harvested wood that is FSC (Forest Stewardship Council) certified.
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- Use recycled materials such as PET carpet made from recycled plastic bottles.
- Use carpet, padding and adhesives that are Green Label/Green Label Plus certified. (www.carpet-rug.org)

Glazing

- Use solar screens over windows facing east, south, or west.
- Provide shade structures over windows facing east, south, or west.
- For remodels, place windows to maximize natural day lighting within the building to minimize the need for electric lighting.
- Use low-emissivity (low-e) windows.
- Provide operable windows where allowable by code to promote natural ventilation.

Paints

- Use low-VOC (volatile organic compound) paints that are certified by Green Seal or similar.
- Use light-colored paints on the exterior to minimize heat gain and heat island effect.
- Adhesives/caulk
- Use low-VOC (volatile organic compound) adhesives/caulk that are certified by Green Seal or similar.

Mechanical Equipment

- Use high-efficiency heating, ventilation, and air conditioning (HVAC) units that are right-sized for the project.
- Use filters with a MERV (minimum efficiency reporting value) of 8 or better for all air handler units.

Insulation

- Install additional insulation whenever possible to exceed code-required minimums.
- The use of renewable or recycled materials for insulation is highly encouraged.
- Shade components (such as awnings). *The shade components should reduce unwanted solar gain during the summer months.*
- Water-efficient, drought-tolerant landscaping.

- Incorporate natural daylighting strategies and techniques. (Daylighting can be done in many different ways, including light scoops, light monitors, recessed windows, clerestories, skylights, light tubes and light shelves.)
- Replacing or adding energy-efficient windows that are Energy Star rated.
- Incorporate renewable energy strategies such as solar panels.

Other sustainable components will be considered on a case by case basis.

2. Interest:

- a) Loans shall carry a deferred interest rate of the five-year Treasury note yield, plus 3 percent to maturity as published in the Wall Street Journal as of the funding date. Accrued interest shall be forgiven at maturity if the terms and conditions of the loan are met.

3. Term:

- a) The term of the loan is two (2) years.

4. Payments:

- a) Payments of principal and interest are deferred for the term of the loan, except as noted in section IV. 5. b) or c).

5. Conditions:

- a) There will be no pre-payment penalty or fees.
- b) Loans will be due and payable in full upon sale or transfer of the property or upon other acceleration conditions of the loan as provided below. Assumptions by new owners shall be approved at the sole discretion of the Agency.
- c) Annually, on or near the anniversary date of the loan, upon sale of the property, or at the owner's request for reconveyance, the Agency will inspect the property and determine, at its sole discretion, if it has been maintained in good condition. (See Section VII "MAINTENANCE OBLIGATION.")
- d) If the property is maintained in good condition for the term of the loan (see Section VII "MAINTENANCE OBLIGATION"), 100 percent of the principal and interest shall be forgiven at maturity.
- e) At any point upon the Agency's determination that the property has not been maintained in good condition, the Agency will notify the owner, in writing, of any deficiencies. If the owner fails to cure the deficiencies within 30 days, then the full principal and accrued interest shall be amortized over the balance of the loan term and collected on a monthly

basis. If an owner fails to cure the deficiencies within 60 days of the written notice, then the full principal and accrued interest shall become immediately due and payable.

6. Security:

- a) A Deed of Trust shall be recorded on the property to secure the loan. The lien shall be junior to any previously recorded lien.

7. Disbursement of loan funds:

Loan funds will be disbursed upon:

- a) Inspection and approval of completed improvements.
- b) Receipt of copies of acceptable (at the Agency's sole discretion) lien releases from all applicable parties.
- c) Receipt and review of **all** invoices for improvements.
- d) Approval of a final inspection from the City of Henderson Building and Fire Safety Division when required.

Loan funds may be paid directly to the contractor or as a reimbursement to the borrower, at the discretion of the Agency.

8. 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 two consecutive-year period unless green building standards are met, in which case the amount can be increased not to exceed \$99,000.

V. DESIGN AND PRELIMINARY COST ESTIMATE

1. Conceptual Design:

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

2. Drawings/Permits:

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

VI. BIDDING/CONSTRUCTION

1. 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. Applicant is responsible for selecting a contractor and executing the corresponding construction agreement. Any contractor not licensed in the City of Henderson at the time of bid, must obtain a Henderson business license prior to performing work.
2. City of Henderson Redevelopment Agency must approve the winning bid and the contractor prior to the execution of the construction agreement. Applicant cannot be designated as the contractor for purposes of this grant. All improvements are to be made by a licensed third party contractor.
3. **Permits for building improvements must be obtained.** All City fees must be paid by the applicant. Fees are eligible costs under this program.
4. Contractors licensed by the State of Nevada must construct all work. All contractors must have a valid City of Henderson business license and adequate bonding.
5. All improvements must be completed within nine months of approval by the Loan Committee unless a written extension is granted by the Agency. 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

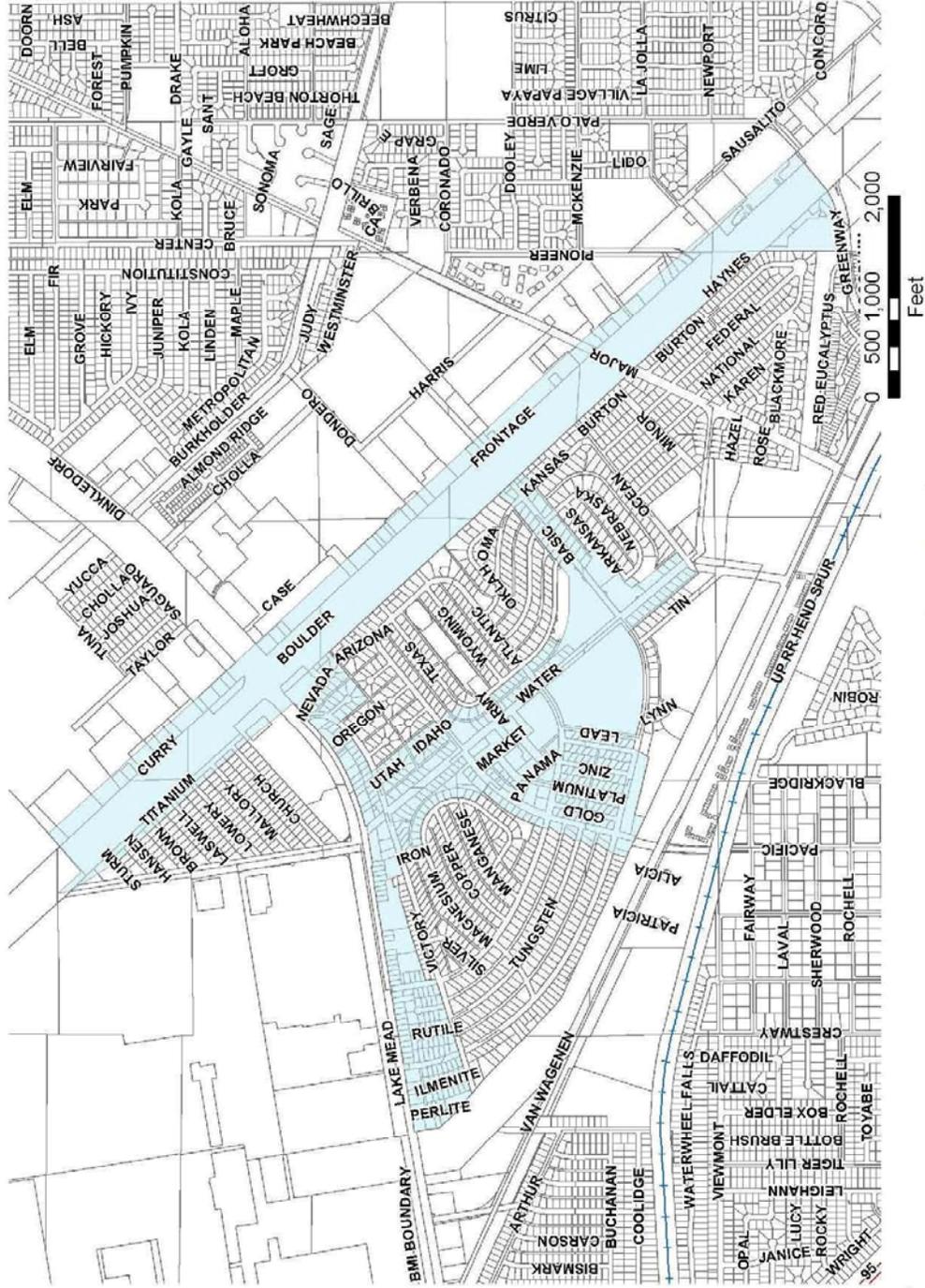
1. Applicant shall maintain the improvements and façade of the property in good condition and in accordance with local and State building codes for a minimum of two years.
2. As an incentive to encourage proper maintenance, 100 percent of the loan and 100 percent of accrued and deferred interest shall be forgiven at maturity if improvements are maintained in good condition for the two-year period. If an owner fails to maintain the improvements, all principal and accrued interest shall be collected as indicated in Section IV "LOAN TERMS."
3. 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, lack of landscaping maintenance, and obstructed windows.

Appendix A
Map of Eligible Area

Facade Improvement Program Eligible Area

Prepared by Geographic Information Systems, Community Development

Printed: 10 March 2009



**City of Henderson
Redevelopment Agency**

**City of Henderson
REDEVELOPMENT AGENCY**



A Place To Call Home

**Eastside Façade
Improvement
Program and
Guidelines**

*With Sustainability Incentive
Updated*



**CITY OF HENDERSON
REDEVELOPMENT AGENCY
FAÇADE IMPROVEMENT LOAN PROGRAM
QUALIFICATIONS, CONDITIONS AND TERMS**

As part of the overall redevelopment strategy, the City of Henderson Redevelopment Agency, referred to herein as the “Agency,” through its Façade Improvement Loan to Grant Program, will provide loans to eligible property owners to enhance commercial buildings and storefronts within the program designated area, or administratively approved on a case-by-case basis.

The Agency is offering additional incentives for projects that incorporate Green Building Initiatives. 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 an additional 10 percent of funds will be added to applications that meet the guideline as set forth further in this document.**

Ex. An application eligible for an award of \$15,000 will receive a \$1,500 incentive for the use of sustainable building practices. To receive the sustainability bonus, 5 points are required from the checklist.

This Program is an 80 percent grant for eligible expenses. Grant recipients must pay a minimum of 20 percent of the total improvement costs.

The program is administered by Agency staff. **Prior to payment being made to a contractor or reimbursement to a borrower, Agency staff will verify actual costs incurred by borrower prior to reimbursement, conduct an inspection of the work performed to verify that work was completed as approved by the Loan Committee, and require the applicant to provide a copy of the approved Final Inspection issued by the City of Henderson Division of Building and Fire Safety.**

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

I. ELIGIBILITY

1. Applicants

- a) Applicant must be the property owner(s) of a program-eligible building. 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) Façade Improvement Loans are subject to funding availability. The Agency Loan Committee will evaluate, approve, and modify all Façade Improvement Loans at its sole discretion. Staff will underwrite all applications.

2. Building

- a) Building must be commercial and located in the Eastside Redevelopment Area per the attached map. (See Attachment “A.”)
- b) New buildings (constructed within the last three years) are not eligible for assistance.
- c) Properties affected by unresolved code enforcement issues or actions will not be eligible for participation under this program.

II. IMPROVEMENTS

In order to be eligible to apply for the Eastside Façade Loan to 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.

In order to receive a Façade Loan to Grant, an application must be determined to have a minimum of 3 points from the following list. The number of points that an application receives will correspond to the amount of money per square foot that it will be eligible to receive.

- 3 total points awarded will allow an award of up to \$9,000
- 4 total points awarded will allow an award of up to \$10,500
- 5 total points awarded will allow an award of up to \$12,000
- 6 total points awarded will allow an award of up to \$15,000

Points will be determined based on the information that is provided by the applicant. If the application meets the requisite number of points, and the remaining application materials are complete, the application will be scheduled for a hearing before the Redevelopment Agency Loan Committee.

Points Allowed:

- Retail Use – 2 points
- Restaurant – 2 points
- Bar, Tavern, Urban Lounge – 2 points
- Hotel – 2 points
- Civic – 2 points
- Specialty Retail/Gourmet Grocery – 2 points
- Medical/Dental Office – 2 points

- All Other Offices – 1 point
- Service – 1 point

Buildings/spaces that have been vacant for more than 6 months – 1 point

Buildings fronting Boulder Highway – 1 point

Businesses that will create or maintain the following number of full-time equivalent jobs:

- 1-5 jobs – 1 point
- 6-10 jobs – 2 points
- 11 > jobs – 3 points

Applications with a fully executed lease that is:

- 3 years in length from the date of application – 1 point
- 5 years in length from the date of application – 2 points

1. Eligible improvements may include:

- (a) Painting of the entire building façade (including decorative architectural elements), rear entrances, and sides of building.
- (b) Construction, installation and/or renovation of awnings, marquees, doors, windows, signage, display window lighting, tiles, signs, landscaping, and other façade improvements approved by the Agency and Community Development Departments. Certain improvements adjacent to a sidewalk, in a parking lot, or vacant lot may also be eligible. All improvements must be compatible with adopted design standards and approved by the Redevelopment Agency Loan Committee. Asphalt works such as replacement, resurfacing, or striping in a parking lot is not an eligible expense.

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. Maintenance type improvements such as roofing and general structural upgrade work are not eligible unless considered to be an integral part of the façade improvement.

4. The Agency and other appropriate City departments must approve all improvements. Improvements must comply with all City building codes, architectural standards, and sign standards.

5. **Applicant is not to begin any improvements to the property before the loan agreement is approved and signed by the Agency.** Construction, renovation, or painting costs incurred prior to the execution of the loan will not be eligible for reimbursement. (Design, drawing and fee costs will be eligible for reimbursement solely under conditions discussed below.)

III. ELIGIBLE COSTS (those costs eligible for reimbursement through the Façade Improvement Program):

1. Prep and Construction:

- a) Painting of the entire building façade (including decorative architectural elements), rear entrances, and sides of building.
- b) Construction, installation and/or renovation of awnings, marquees, doors, windows, signage (including onsite electrical to support the signage), display window lighting, tiles, signs, landscaping, and other façade improvements approved by the Agency and Community Development Departments. Certain improvements adjacent to a sidewalk, in

a parking lot, or vacant lot may also be eligible. All improvements must be compatible with adopted design standards and approved by the Redevelopment Agency Loan Committee.

2. **Permits and fees:** All permits and fees lawfully required to construct the façade improvements shall be paid by applicant and shall be considered eligible costs. Copies of permits are to be provided to RDA staff prior to any construction commencing.
3. **Construction drawings:** The preparation of detailed drawings shall be paid by the applicant and considered eligible costs. (See Section V “DESIGN AND PRELIMINARY COST ESTIMATE.”)
4. **Conceptual design costs:** Conceptual design and cost estimates are eligible costs. (See Section V “DESIGN AND PRELIMINARY COST ESTIMATE.”)
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- d)  **Sustainability Incentive** – If you add five (5) of the following components to your façade improvement, you are eligible for an additional 10 percent of the maximum loan amount. (Therefore, the maximum cumulative loan amount may not exceed \$24,750.)

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For all construction work, reusing existing materials on site is considered a sustainable practice because it extends the life of existing materials, conserves resources, reduces waste and reduces impacts on the environment as related to the manufacture and transportation of new materials. In order to count this as one of the criteria, a minimum of 5 percent of the total project materials must be salvaged, refurbished, or reused materials.

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RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

August 28, 2012

RAC-006

SUBJECT	Consideration of a proposed plan amendment to the Eastside Redevelopment Plan by adding 58 acres to the Eastside Redevelopment Area
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	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:

N/A

BACKGROUND / DISCUSSION / ALTERNATIVES:

The Eastside Redevelopment Project Area (Project Area) was established by Ordinance No. 2432, adopted on February 7, 2006. The Project Area is characterized by a variety of blighting conditions including: defective design and character of physical construction, the faulty arrangement of interior and spacing of buildings, inadequate open spaces and recreational facilities, economic dislocation, age, obsolescence, deterioration, dilapidation, mixed character and shifting of uses, deterioration and disuse resulting from faulty planning, irregular form, shape and inadequate lot size for proper usefulness and development, existing lot layout with disregard for contours and other physical characteristics of the ground and surrounding conditions, inadequate existing streets, open spaces and utilities, depreciated land value, impaired investments and social and economic maladjustment, lack of proper land utilization and shifts in population growth resulting in the expenditure of monies for new public facilities and services located elsewhere.

The addition of the 58 acres is necessary to the development, removal of blighting conditions, and economic improvement of the Project Area for drainage and adequate traffic circulation for which the Redevelopment Plan was adopted.

RECOMMENDED MOTION:

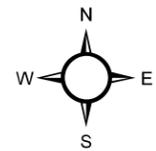
Approve the proposed plan amendment to the Eastside Redevelopment Plan by adding 58 acres to the Eastside Redevelopment Area, and directing staff to take all steps necessary to comply with NRS chapter 279.

Supporting Documentation:

Map of area consisting of one (1) page

AMENDED EASTSIDE REDEVELOPMENT AREA

-  Additional Property (58 acres)
-  Eastside Redevelopment Area
-  Henderson City Limits



1 in = 2,000 feet

Sources:

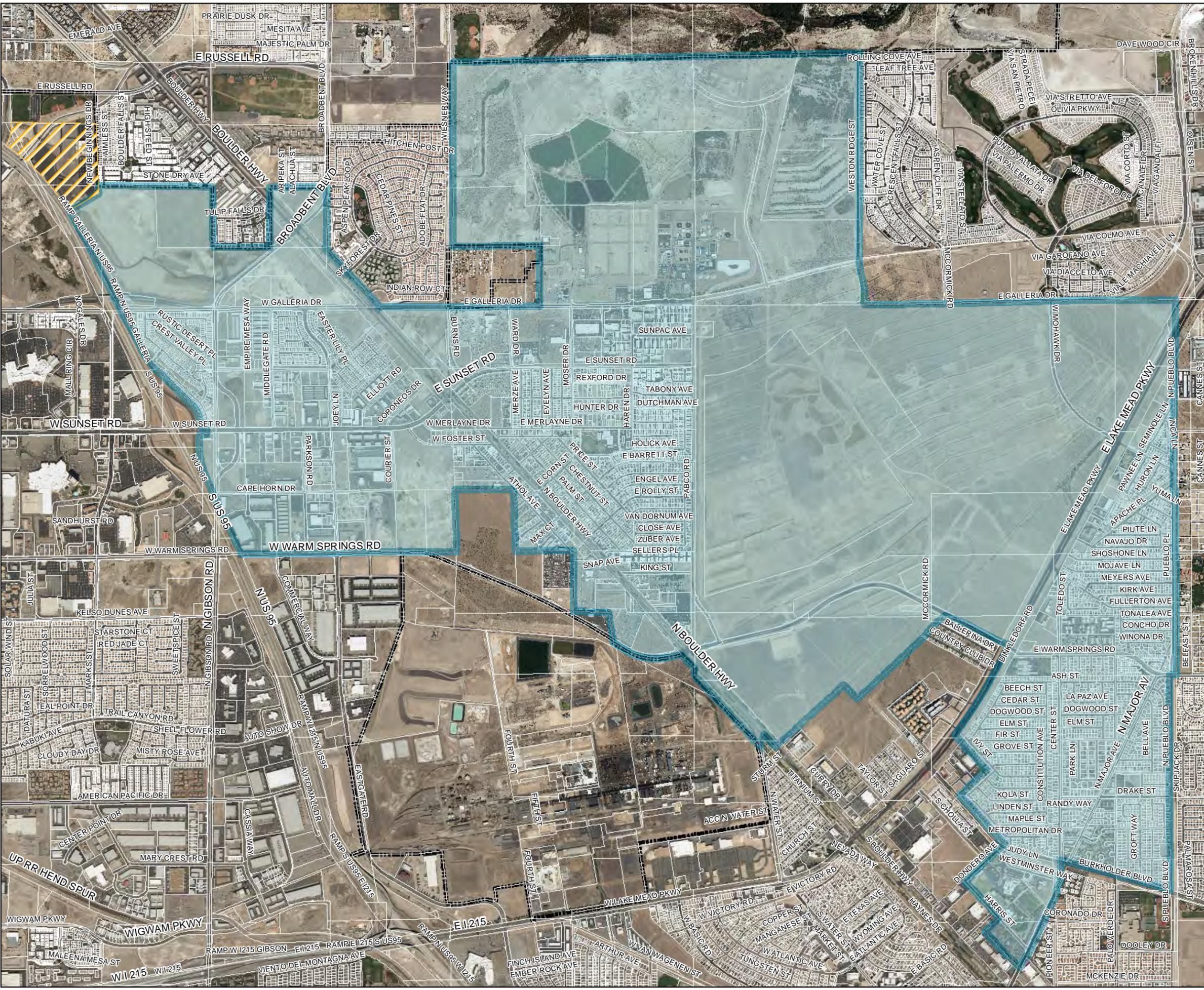
Clark County GIS Management Office

City of Henderson Community Development

This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

Prepared: July 23, 2012

City of Henderson
 Community Development
 Geographic Information
 240 Water Street MSC 115
 Henderson, NV 89015
 702.267.1500
www.cityofhenderson.com





RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

AUGUST 28, 2012

RAC-007

SUBJECT	Termination of the Agreement between the City of Henderson Neighborhood Services Division and the City of Henderson Redevelopment Agency in which the Agency was to receive \$500,000 from the Community Development Block Grant-Neighborhood Stabilization Program for the purchase of eligible residential properties within the Target Area bounded by West Basic Road, West Pacific Avenue, West Atlantic Avenue, and Nickel Street.
PETITIONER	Economic Development/Redevelopment Division of the City Manager's Office
RECOMMENDATION	Approve

FISCAL IMPACT:

No Impact Budget funds available Augmentation required

CMTS Number(s): #132-11-500,000-CDBG-NSP3-RDA

Funding Source, Amount, and Account Number(s) to be charged:

Account #	Description	Funds Available	Augmentation Amount
2101-6202-601436-D2030	Expense	(\$500,000)	

FINANCIAL COMMENTS:

Funding Source: Community Development Block Grant-Neighborhood Stabilization Program, CFDA #14.218 program under the Title 1 of the Housing and Community Development Act of 1974

BACKGROUND / DISCUSSION / ALTERNATIVES:

The City of Henderson Neighborhood Services Division has received a Community Development Block Grant under the Neighborhood Stabilization Program (CDBG-NSP) and wished to engage the City of Henderson Redevelopment Agency to identify and purchase eligible properties within the Target Area. However, the activities originally contemplated by the Agreement are no longer feasible, no transactions anticipated under the Agreement have taken place, and no funds have been exchanged between the parties. Therefore, the parties have mutually agreed to terminate the Agreement.

RECOMMENDED MOTION:

Approve termination of the agreement between the City of Henderson Neighborhood Services Division and the City of Henderson Redevelopment Agency in which the Agency was to receive \$500,000 from the Community Development Block Grant-Neighborhood Stabilization Program for the purchase of eligible residential properties within the Target Area bounded by West Basic Road, West Pacific Avenue, West Atlantic Avenue, and Nickel Street.

Supporting Documentation:

Termination Agreement between City of Henderson Neighborhood Services and City of Henderson Redevelopment Agency consisting of three (3) pages

MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT (the “Termination Agreement”) made and entered into the ___ day of _____, 2012, by and between the CITY OF HENDERSON NEIGHBORHOOD SERVICES (“City”) and CITY OF HENDERSON REDEVELOPMENT AGENCY (“Developer”), together referred to as the parties.

WHEREAS, the parties entered into that certain **Agreement** dated January 23, 2012 under which Developer may utilize Community Development Block Grant, Neighborhood Stabilization Program (“CDBG-NSP”) funds, made available by City, to provide services to assist City with the CDBG-NSP broad National Objective of benefitting low-moderate, and middle-income households; and

WHEREAS, the activities originally contemplated by the **Agreement** are no longer feasible; and

WHEREAS, no transactions anticipated under the **Agreement** have taken place and no funds have been exchanged between the parties.

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 **Agreement**.
2. The parties mutually agree to terminate the **Agreement**.
3. Notwithstanding anything to the contrary in the **Agreement**, the parties desire to settle and compromise any and all claims arising under the **Agreement** 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 **Agreement**.

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 it's 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.

Signatures on following page

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

AGENCY	DEVELOPER
<p>CITY OF HENDERSON NEIGHBORHOOD SERVICES</p> <p>By: _____ Jacob L. Snow City Manager</p> <p>ATTEST:</p> <p>By: _____ Sabrina Mercadante, CMC City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Josh M. Reid City Attorney</p> <p>APPROVED AS TO FUNDING:</p> <p>By: _____ Richard A. Derrick Finance Director</p> <p>Approved by City Council: _____</p>	<p>CITY OF HENDERSON REDEVELOPMENT AGENCY</p> <p>By: _____ Jacob L. Snow Executive Director</p> <p>ATTEST:</p> <p>By: _____ Sabrina Mercadante, CMC Agency Secretary</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Josh M. Reid Agency Counsel</p> <p>APPROVED AS TO FUNDING:</p> <p>By: _____ Richard A. Derrick Agency Treasurer</p> <p>Approved by Redevelopment Agency: _____</p>



RAC

REDEVELOPMENT AGENCY ADVISORY COMMISSION AGENDA ITEM

REGULAR MEETING

AUGUST 28, 2012

RAC-008

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

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 August 9, 2012:

I. CORNERSTONE REDEVELOPMENT AREA

- Shortfall Note

Projects

- Ladera Parcels
- Loretto Bay

II. DOWNTOWN REDEVELOPMENT AREA

Projects

- 19 S. Water Street: Improvements associated with the Façade Loan to Grant have commenced on this property. It is hoped that through these efforts the aesthetics in the area will be improved and the vacant spaces in this building, including the residential units on the second floor, will be leased out.
- Business Recruitment/Development:
 - Big Lots has signed a five-year lease with two extension options for half of the vacant Sportsman's Warehouse space at Lake Mead Crossing. TI improvements are expected to last 60-90 days with an opening date expected in October or November.
 - Staff continues to work with various business owners and developers interested in moving to the WSD.
- City Tower (Southeast corner of Lake Mead Parkway and Water Street): The RAC approved on July 24, 2012 the termination of the Disposition and Development Agreement. Included in this action will be the return of three parcels previously owned by the Agency. The developer signed the termination agreement and the item is scheduled for the Redevelopment Agency Board meeting on August 21, 2012. Documents are in escrow and will be complete this week to deed the parcels back to the Agency the day after the item is heard by the RDA. The City continues to hear numerous complaints regarding the condition of this site from both adjacent property and business owners. Code Enforcement staff are prepared to move forward on action as soon as resolution is complete on the termination of the agreement and recordation of the land transfers take place. At the WSDBA meeting on August 8, many business owners complained about the condition of the site. The vice president stated that he is friends with the owner of a fencing company and will ask if he would donate labor to help off-set the cost of installing a new fence.
- Create Comprehensive Development and Business Recruitment Incentive Packages
 - Downtown Investment Strategy (DTIS): (Update Implementation)
- Downtown Residential Civic Alliance
- Environmental Protection Agency Grant for Technical Assistance
- Former Asset Central Site
- Former Parkline Site
- Marketing the Water Street District
- Marketing to Developers, Business Owners & Consumers

- Outreach
- Pinnacle Building
- Residential:
 - Staff continues to stay in communication with a developer who is interested in the Asset Central site for a potential live-work development project.
 - Staff received back from Purchasing a revised RFP that had been prepared for the Parkline Loft site. Staff will be requesting a meeting with Purchasing to see to further discuss what can be done to meet Code and/or statute and still meet the purpose of the RFP.
- Senior Center/Pacific Pines
- Social Gathering Space Team
- Site A (SW corner of Victory and Water)
- Townhouse Motor Lodge
- Water Street District Business Association: The WSDBA Board meeting took place the evening of August 8. The only complaint that was received was regarding the condition of the City Tower site. RDA staff explained to the business owners that the DD&A is scheduled for termination on the RDA Agenda of August 21 and that escrow is scheduled to close on August 22 for three of the parcels. As soon as escrow closes, Redevelopment staff will be meeting with the property owner to discuss cleanup of the newly re-acquired Agency parcels and to determine if he is interested in cost-sharing in a new fence.

Programs

- Façade Improvement Program
- Sign Grant Program: The Loan Committee approved a \$2500 grant to HealthQuest Chiropractic at 127 Water Street. The Grant Award document has been executed.

III. EASTSIDE REDEVELOPMENT AREA

Projects

- Boulder Highway Business Coalition
- Business Recruitment
- Eastside Investment Strategy
- Eastside Business Coalition
- KMA Tax Increment Analysis
- LandWell/Cadence (Cadence)
- Museum Site-95/Galleria
- Union Village: RDA staff reviewed the Union Village Development Standards and provided comments to Community Development.
- Wells Park

Programs

- Façade Improvement Program
- Sign Grant Program

IV. TUSCANY REDEVELOPMENT AREA

- Note
- OPA
- Semi-Annual Payment

V. LAKEMOOR CANYON

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

VI. ADMINISTRATION / ALL AREAS

- Audit
- Applied Analysis White Paper on Tax Increment
- Assistance Programs
- Bonds
- Budget
- Financials: FY12 to FY13 Encumbered Carry Forward requests have been prepared and will be presented to RAC on 8/28/12. The total carry forward amount is \$334,219.
- Homeowner Assistance Program: Staff is researching any reportable condition related to the cancellation of debt and preparing reports on how much debt was cancelled in FY12 as well as current delinquencies. Staff has also prepared a status report for those loans in default, delinquency, with collections and/or written off. To date, five loans have been written off resulting in just over \$34,000 in lost revenue and/or unsettled debt. An additional six clients are in default which could result in approximately \$115,000 in unsettled debt and/or lost revenue.
- NDC: The City of Henderson provided a letter to the NDC supporting an allocation of New Markets Tax Credits to the NDC for a potential, future Downtown project.
- New Markets Tax Credit
- Outreach
- Redevelopment Association of Nevada (RAN)
- Revenue
- Tax Increment Distribution