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RESOLUTION NO. _____

RESOLUTION FINDING THE PROPOSED CHANGES TO THE MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT PROGRAM AND THE MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT PROGRAM, AND THE CREATION OF THE MULTIFAMILY RENOVATION IMPROVEMENT PROGRAM, BY THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY (THE “AGENCY”) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE APPROVAL OF THE CHANGES BY THE AGENCY

WHEREAS, the Agency adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which redevelopment plan has been subsequently amended on February 3, 1988, by Ordinance 3339; on April 11, 1992, by Ordinance 3637; on November 4, 1996, by Ordinance 4036; on December 17, 2003, by Ordinance 5652; on May 17, 2006, by Ordinance 5830; and on December 16, 2015, by Ordinance 6488 (the “Redevelopment Plan for Redevelopment Area 1”); and

WHEREAS, the Agency adopted on August 15, 2012, that plan of redevelopment entitled, to-wit: the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 pursuant to Ordinance 6205, which redevelopment plan has been subsequently amended on September 21, 2016 by Ordinance 6549 (the “Redevelopment Plan for Redevelopment Area 2” which, together with the Redevelopment Plan for Redevelopment Area 1, is collectively referred to as the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, on November 1, 2017, the Agency authorized the creation of the Multifamily Residential Unit Improvement Program (the “MFR-UIP”) and the Multifamily Residential Visual Improvement Program (the “MFR-VIP”) in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the interior of the units and exterior of the buildings of such multifamily residential properties; and

WHEREAS, on January 3, 2018, the Agency approved the forms of agreement for the MFR-UIP and MFR-VIP; and

1 WHEREAS, the Agency has considered the findings that the proposed changes to the MFR-UIP and
2 the MFR-VIP, including the creation of the Multifamily Renovation Improvement Program (the “MFRIP”),
3 which combines the elements of the MFR-UIP and the MFR-VIP and will replace the current MFR-UIP and
4 the MFR-VIP, and has determined that the changes to the MFR-UIP and MFR-VIP, and the creation of the
5 MFRIP, are in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan;
6 and

7 WHEREAS, the form of agreement for the MFRIP is attached hereto as Exhibit A and upon approval
8 by the Agency will replace the existing forms of agreement for the MFR-UIP and the MFR-VIP; and

9 WHEREAS, the MFRIP Guidelines, as updated to reflect the proposed changes, are attached hereto
10 as Exhibit B and upon approval by the Agency, will replace the existing MFR-UIP and MFR-VIP Guidelines.

11 NOW, THEREFORE, BE IT HEREBY RESOLVED that the Agency hereby finds and determines
12 that the changes to the MFR-UIP and the MFR-VIP, and the creation of the MFRIP, are of benefit to the
13 Redevelopment Area.

14 RESOLVED FURTHER that the Agency hereby approves the changes to the MFR-UIP and the
15 MFR-VIP, and the creation of the MFRIP, and determines the same to be in compliance with and in
16 furtherance of the goals and objectives of NRS Chapter 279 and the Redevelopment Plan.

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1 RESOLVED FURTHER that the Agency hereby approves the changes to the MFR-UIP and MFR-
2 VIP Guidelines and the forms of agreement for the MFR-UIP and the MFR-VIP.

3 THE FOREGOING RESOLUTION and AGREEMENT was passed, adopted and approved this ____
4 day of _____, 2026

5 CITY OF LAS VEGAS
6 REDEVELOPMENT AGENCY

7
8 BY _____
SHELLEY BERKLEY, CHAIR

9 ATTEST:

10 _____
11 DR. LUANN D. HOLMES, MMC
SECRETARY

12 APPROVED AS TO FORM

13  12/29/25
14 Gillian Block Segerblom, Date
DEPUTY CITY ATTORNEY

15
16
17 Resolution No. R _____
RDA MFRIP Resolution

RDA/CC Mtg _____
RDA Item# _____ CC Item# _____

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EXHIBIT A

**FORM OF AGREEMENT FOR THE
MULTIFAMILY RENOVATION IMPROVEMENT PROGRAM**

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RENOVATION IMPROVEMENT PROGRAM AGREEMENT**

THIS MULTIFAMILY RENOVATION IMPROVEMENT PROGRAM AGREEMENT (the "Agreement") is entered into this _____ day of _____, 202____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and _____, a _____ (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting property owners with financial assistance for substantially upgrading their multifamily residential properties in the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (as defined herein) for the City of Las Vegas Redevelopment Areas 1 and 2 (collectively, the "Redevelopment Area"), the Agency approved a Multifamily Residential Visual Improvement Program (the "MFRVIP") and a Multifamily Unit Improvement Program (the "MFRUIP") for the purpose of assisting property owners with multifamily residential upgrades in order to revitalize and promote the economic stability of the Redevelopment Areas; and

WHEREAS, the Agency subsequently approved a Multifamily Renovation Improvement Program (the "MFRIP"), which combines the elements of the MFRVIP and the MFRUIP and which will assist property owners with undertaking both exterior and interior improvements for the purpose of the rehabilitation and renovation of multifamily residential properties, upgrades to multifamily properties that have changed ownership, and the conversion of offices/retail/industrial properties to multifamily residential; and

WHEREAS, the Owner desires to participate in the MFRIP pursuant to the terms and conditions of this Agreement and agrees to construct the Project Improvements (as defined herein); and

WHEREAS, pursuant to the implementation of the MFRIP, the Agency wishes to acquire a nonexclusive easement in gross on and upon the exterior walls of the building(s) (the "Facade Easement") and to enter into a location maintenance agreement for the Façade Easement Area and the Unit Improvement Area, as defined therein, (the "Building Maintenance Agreement") on that certain property, as more particularly described in the "Legal Description of the Property", attached hereto as Attachment "1" and incorporated herein (the "Property"), subject to the Owner's agreement to complete interior and exterior improvements to the Property in accordance with this Agreement and the Multifamily Renovation Improvement Program Guidelines (the "MFRIP Guidelines"), incorporated herein by reference, a copy of which the Agency provided to Owner. The Façade Easement shall be substantially in the form attached here to as Attachment "3" and the Building Maintenance Agreement shall be substantially in the form attached hereto as Attachment "4." The Property is located within or is contiguous to the boundaries of the Redevelopment Area; and

WHEREAS, as detailed in the MFRIP Guidelines, Owner must invest a minimum of \$30,000 per unit (as defined herein) in order to be eligible for the MFRIP; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for the cost (the "Exterior Improvement Funds") to construct any pre-approved qualified exterior improvements ("Exterior Improvements") up to a maximum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in order to ensure a high leveraging of public resources; and

WHEREAS, pursuant to the terms and conditions of the MFRIP and as detailed in the MFRIP Guidelines, the Agency shall reimburse the Owner for the cost (the "Interior Improvement Funds") to construct any pre-approved qualified interior improvements (the "Interior Improvements" and, together with the Exterior Improvements, as may be applicable, the "Project Improvements") up to a maximum amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in order to ensure a high leveraging of public resources. The Interior Improvement Funds and the Exterior Improvement Funds, as may be applicable, are collectively referred to herein as the "Project Funds."

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan for the Downtown Las Vegas Redevelopment Agency, which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as subsequently amended, and the Redevelopment Plan for Redevelopment Area 2, which the City Council of the City of Las Vegas adopted on August 15, 2012 by Ordinance No. 6205, as subsequently amended (collectively, the "Redevelopment Plan") by contributing funds to the Property. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Owner is _____, a _____. Owner's principal office is located at _____. The Owner hereby warrants that it is the owner of the building(s) where the Project (as defined herein) is located as of the Effective Date (as defined herein) of this Agreement. Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

"Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as a "party" or collectively as the "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND BUILDING MAINTENANCE AGREEMENT. If the Project (as defined herein) consists of Exterior Improvements, or Exterior and Interior Improvements, the Owner agrees to grant and convey, and the Agency agrees to acquire and accept, conveyance of the Façade Easement on and upon that certain area described in Exhibit B of the Façade Easement (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Façade Easement shall be an amount equal to the Exterior Improvement Funds.
- b. The Owner shall have provided Agency with all the documents required for participation in the MFRIP, as set forth in the MFRIP Guidelines, in a form acceptable to and approved by the Agency, including without limitation, an executed and notarized Façade Easement and an executed Building Maintenance Agreement.
- c. The Agency shall cause the Façade Easement and the Building Maintenance Agreement to be recorded against the Property in the official records of the Clark County, Nevada Recorder's Office promptly after completion of the Exterior Improvements and upon payment of the Exterior Improvement Funds by the Agency to the Owner. The Façade Easement and the Building Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- d. The Owner hereby agrees to maintain the Property, including without limitation the Façade Easement Area and the Exterior Improvements, in accordance with the maintenance provisions set forth in the Building Maintenance Agreement. The Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Façade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any building(s) now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Façade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or the Building Maintenance Agreement.
- e. The Agency shall not use or exercise any right granted by the Façade Easement or do anything in a manner that will damage or impair the Façade Easement Area or the structural integrity of any building on the Property.

If the Project (as defined herein) consists only of Interior Improvements, the Owner shall have provided Agency with all the documents required for participation in the MFRIP, as set forth in the MFRIP Guidelines, in a form acceptable to and approved by the Agency, including without limitation, an executed Building Maintenance Agreement. The Agency shall cause the Building Maintenance Agreement to be recorded against the Property in the official records of the Clark County, Nevada Recorder's Office promptly after completion of the Interior Improvements and upon payment of the Interior Improvement Funds by the Agency to the Owner. The Building Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter. The Owner hereby agrees to maintain the Property, including without limitation the Interior Improvements, in accordance with the maintenance provisions set forth in the Building Maintenance Agreement. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or the Building Maintenance Agreement.

SECTION 4: IMPROVEMENTS TO THE PROPERTY AND PROJECT BUDGET. The Owner shall make the Project Improvements to the Property, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "5"

and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of the Effective Date of this Agreement, Owner agrees to commence, or cause the commencement of, construction of the Project Improvements pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFRIP Guidelines. Owner shall complete the Project Improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Project Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Project Improvements also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Property, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Property, except in the event of an emergency. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Project Improvements by the required dates in this Section 4 and any failure of Owner to commence and complete the Project Improvements by such required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) the Agency is not involved in any way with the design and construction of the Project Improvements, (ii) the Agency does not warrant in any manner the suitability or construction of the Project Improvements, (ii) except for the payment of the Project Funds pursuant to the terms of this Agreement, the Agency is not in any way or manner obligated or liable for the payment of the cost of the Project Improvements, (iii) the Owner hereby releases and waives any and all claims and causes of action against the Agency in any way related to the design, construction and payment for the Project Improvements except for the payment of the Project Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless the Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Project Improvements.

SECTION 5: EXTERIOR VISUAL IMPROVEMENTS. Exterior Improvements which shall be eligible for reimbursement include, but are not limited to, the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage including neon sign restoration, window tinting, new or replacement awnings, permanent landscaping including public art, parking lots, and rear access renovations. All pre-approved qualified Exterior Improvements must be visible from the public right-of-way. The final amount of reimbursable Exterior Improvement Funds will be determined when the Exterior Improvements are completed and the Owner has submitted to the Agency for reimbursement as provided herein.

SECTION 6: INTERIOR UNIT IMPROVEMENTS. Interior Improvements which shall be eligible for reimbursement include, but are not limited to, the following: architectural, structural, and MEP upgrades, ANSI/ADA accessibility upgrades; fire prevention upgrades; utility upgrades; infrastructure upgrades; new flooring; new fixtures; period-appropriate fixtures; costs of relocating/removing walls; new plumbing; and painting. The final amount of reimbursable Interior Improvement Funds will be determined when the Interior Improvements are completed and Owner has submitted to the Agency for reimbursement as provided herein.

For the purposes of this Agreement, a "unit" must include a living and/or bedroom area, a three-quarter to full bathroom and a kitchen or kitchenette containing an oven, stovetop, refrigerator, freezer, and sink. All of the foregoing shall be in good working order and repair. Bedrooms or bedrooms with bathrooms attached to a common living area are not eligible for Project Funds.

Conversions of single-family residential properties into multifamily residential properties are not eligible for Project Funds. Any property receiving Project Funds must contain no fewer than five (5) units. Each unit must be eligible to be individually leased for a minimum term of twelve (12) months (the unit may be vacated or occupied) and may not be leased pursuant to a blanket or mass lease encompassing more than one individual unit.

SECTION 7: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Façade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term") shall commence upon recordation of the Façade Easement and shall continue until the termination of the Façade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Façade Easement in an amount equal to the unamortized portion of the Exterior Improvement Funds amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of the Façade Easement (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. The Owner shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Façade Easement.

SECTION 8: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Project Funds shall be made as directed in writing by the Owner upon completion of all of the following conditions for the benefit of the Agency:

1. The Agency has completed an inspection and review of the Property and determined that all the Project Improvements have been fully completed pursuant to the plans and other documents submitted by the Owner and approved by the Agency in accordance with the MFRIP Guidelines. The Owner agrees to facilitate and cooperate with the Agency in conducting such review and inspection of the Property. The Owner shall provide the Agency with such other documentation as reasonably required by the Agency in connection with such inspection and review, including, without limitation, that all required governmental permits and other approvals have been obtained for the Project Improvements.

2. The Owner has submitted to the Agency paid invoices for the Project Improvements and the Owner has otherwise complied with the terms of this Agreement.

Upon receipt of the above, the Agency shall disburse the Project Funds within forty-five (45) days to the Owner.

SECTION 9: CONTRACTOR SELECTION REQUIREMENTS. If the cost to construct the Project Improvements is anticipated to exceed Ten Thousand and 00/100 Dollars (\$10,000), then the Owner, in compliance with NRS 279.498, must obtain three (3) or more competitive bids from properly licensed contractors in the State of Nevada. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 10: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas (the "Zoning Code"), the Building Code of the City of Las Vegas (the "Building Code"), and the Fire Code of the City of Las Vegas (the "Fire Code") and all other applicable laws, rules and/or regulations. Additional development standards may apply depending on the specific location of the Property. The Owner is required to obtain any permits, entitlements, or other approvals that are required pursuant to the Zoning Code, the Building Code, the Fire Code or any other development standards as may be determined by the Agency and the City of Las Vegas (the "City"). The Owner acknowledges that approval of the Agency funds for the Project, pursuant to the terms of this Agreement, does not guarantee that the Owner will be eligible to obtain all necessary governmental approvals. The Owner shall be responsible for any and all costs associated with obtaining the required approvals.

SECTION 11: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 15 hereinafter.

SECTION 12: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the Property which is unrelated to the MFRIP and the improvements contemplated by this Agreement.

SECTION 13: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFRIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for its construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements in the Redevelopment Area.

The Owner shall comply with the City of Las Vegas Redevelopment Agency Employment Plan, latest edition (the "City Employment Plan") on file with the Agency. Pursuant to the City Employment Plan, Owner agrees to adhere to and use its best efforts to satisfy the following goals:

- a) Fifteen percent (15%) of employees are full-time residents within the Agency's Redevelopment Area, Southern Nevada Enterprise Community boundary, or an area eligible for a Community Development Block Grant.
- b) Fifteen percent (15%) of employees are members of racial minorities, women, disabled, economically disadvantaged, or veterans (aspirational goal).

The Agency agrees that the failure of the Owner to meet the employment goals set forth in this Section 13 shall not constitute a default under this Agreement pursuant to Section 15 below, but shall only affect the payment of the Project Funds.

Owner agrees to submit employment reports to the Agency for verification of compliance with this Section 13. Ten percent (10%) of the Project Funds shall be withheld until the Owner has been deemed to be in compliance with this Section 13.

Pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and incorporated herein by reference (the "Employment Plan"), the Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender and that the Owner would not otherwise undertake the full set of improvements contemplated in the Agreement.

The Owner, for itself and its successors and assigns, represents that in the construction of the Project Improvements provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 14: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment

Attn: City Attorney's Office

If to the Owner:

Attn: _____

SECTION 21: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 22: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Owner.

SECTION 23: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 24: TIME FOR THE AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 202__ by the Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

AGENCY:

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body organized and existing under the
community development laws of the State of Nevada

_____, 202_

By: _____

SHELLEY BERKLEY, CHAIR
Agency

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

OWNER:

_____,
a _____

By: _____

Name: _____

Title: _____

RDA MFRIP Agreement
RDA - _____

RDA/CC MTG _____ 202_
RDA Item # ____ CC Item# ____

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF FAÇADE EASEMENT
ATTACHMENT "4"	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT "5"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	EMPLOYMENT PLAN

ATTACHMENT "1"
LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT "2"
PROOF OF OWNERSHIP

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: _____

RECORDING REQUESTED BY:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FAÇADE EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, this FAÇADE EASEMENT AGREEMENT (this "Agreement") is entered into this ___ day of _____, 202_, whereby _____, a _____ ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada ("Grantee"), a nonexclusive façade easement in gross (the "Facade Easement") on and upon a portion of the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The location of the Façade Easement is described on in Exhibit B attached hereto and incorporated herein by this reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the Redevelopment Area in the City of Las Vegas. In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Multifamily Renovation Improvement Program Agreement dated _____ (the "MFRIP Agreement") which requires Grantor to improve the facades(s) of the building(s) on the Property in accordance with the MFRIP Agreement and Grantee's MFRIP Guidelines. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the MRFIP Agreement.

2. Grantor shall maintain the Property and the Façade Easement Area in accordance with the Façade Easement Agreement, the Building Maintenance Agreement, which has been recorded against the Property by separate instrument, and the MFRIP Agreement. Grantor agrees that all material future changes to the exterior surface of the façades of the building(s) that have been improved on the Property shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld.

3. Grantee may use the Façade Easement for the purpose of ensuring the repair and maintenance of the Façade Easement Area, including the Exterior Improvements to be constructed thereon, in accordance with the MFRIP Agreement and this Agreement.

4. The grant of the Façade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Exterior Improvements located on and within the Façade Easement Area.

5. Grantor covenants by and for itself, himself, or herself, its, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through it, him, or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted hereunder or do anything in a manner that will damage or impair the Façade Easement Area or the structural integrity of the building of which the Exterior Improvements are a part.

7. In the event of a violation of this Agreement by Grantor, Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Exterior Improvements to their prior condition. In the alternative, Grantee may enter upon the Property, correct any such violation, and hold Grantor and, its, his, or her heirs, successors and assigns, responsible for the costs thereof in accordance with this Agreement, the MFRIP Agreement, and the Building Maintenance Agreement.

8. The Façade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Agreement in the official records of the Clark County, Nevada Recorder's Office.

9. Grantor shall have the option to repurchase the Façade Easement granted herein (the "Option") from Grantee pursuant to the terms and conditions set forth hereunder.

- a. Option Term. The term of the Option (the "Option Term") shall commence upon recordation of this Agreement and shall continue until five (5) years from the date of the recordation of this Agreement. In order to exercise the Option, Grantor must give sixty (60) days written notice to Grantee that Grantor wishes to exercise the Option.
- b. Repurchase Price. If Grantor exercises the Option as provided herein, Grantee agrees to sell and Grantor agrees to repurchase the Façade Easement for an amount equal to the unamortized portion of the purchase price for the Façade Easement as set forth in the MFRIP Agreement and the amortization schedule in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Agreement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns, and shall run with the land.

11. The provisions of this Agreement may be amended or terminated in full only by a written agreement between Grantor and Grantee. As to Grantee, any such amendment may be executed only by the Chair or Execution Director of Grantee.

12. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Agreement that the Façade Easement shall be strictly limited to and for the purposes expressed in this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

EXECUTION BLOCKS ON NEXT PAGE

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

EXHIBIT C

FAÇADE EASEMENT REPURCHASE PRICE
AMORTIZATION SCHEDULE

ATTACHMENT "4"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: _____

RECORDING REQUESTED BY:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING MAINTENANCE AGREEMENT

THIS BUILDING MAINTENANCE AGREEMENT (this "Agreement"), made this ____ day of _____, 202 , between _____, a _____, hereinafter referred to as "Owner," and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada, hereinafter referred to as "Agency," is made with reference to the following facts:

WHEREAS, the Owner is the owner of that real property in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit A attached hereto by this reference (the "Property"), commonly known as _____, Las Vegas, Nevada and currently designated as Assessor's Parcel No. _____; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and, in furtherance of the Redevelopment Plan for the Redevelopment Area (the "Redevelopment Plan"), the Agency approved a Multifamily Renovation Improvement Program (the "MFRIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, the Owner has rehabilitated certain exterior façade(s) on the Property in that area described on Exhibit B attached hereto (the "Façade Easement Area"); and

WHEREAS, the Agency and Owner entered into a Multifamily Renovation Improvement Program Agreement dated _____, 202____ (the "MFRIP Agreement"), and a Façade Easement Agreement

of even date herewith, which ensure that the building façade(s) on the Property will be preserved in a manner consistent with the MFRIP Guidelines, as defined in the MFRIP Agreement; and

WHEREAS, by the terms of the MFRIP Agreement, the Owner is required to enter into the Façade Easement Agreement for a period of five (5) years giving the Agency certain rights to ensure that the facade(s) covered by the Façade Easement Agreement will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, by the terms of the MFRIP Agreement, the Owner is also required to enter into an agreement for a period of five (5) years to ensure that the improvements described in Exhibit "C" attached hereto (the "Unit Improvement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this Agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the of the primary considerations for the Agency to enter into the MFRIP Agreement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to ensure diligent maintenance of the building(s) façade improvements in the Façade Easement Area and the improvements in the Unit Improvement Area, in accordance with the plans approved by the Agency and any other City of Las Vegas ("City") department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the relevant improvements required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, Nevada 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Façade Easement Area and the Unit Improvement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by the Agency during the term of this Agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

- c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.
 - d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
 - e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.
 - f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.
 - g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.
 - h) All interior building improvements shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by any and all appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by the Agency during the term of this Agreement.
 - i) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the commercial standard for market rate multifamily residential units, less normal wear.
 - j) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.
3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if the Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach, as defined below) after the Agency gives notice to the Owner of the failure to perform ("Notice of Breach"), which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring the Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that the Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

After the Agency has delivered the Notice of Breach to Owner, in addition to any other remedies available to the Agency at law or in equity, the Agency in its sole and absolute discretion may enter

and, in the event that the Owner hereafter conveys the Property, to each successive owner as shown on the tax rolls for Clark County.

8. Property Owner. If the Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this Agreement as to the Property or as to that portion thereof so conveyed and the Owner shall have no further obligation hereunder as to said Property or that portion thereof. The Owner shall advise the Executive Director of the Agency in writing of any changes in address of the Owner and of the names and addresses of any subsequent owners of the Property or any portion thereof.
9. Miscellaneous Terms and Provisions.
 - a) If any provision of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
 - b) Notice to the Agency or the Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 7 above.
 - c) This writing contains a full, final and exclusive statement of the agreement of the parties.
 - d) By executing this Agreement, the Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to the Agency or to the Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the façade improvements and/or the interior unit improvements, or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraph 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers. No advance notice shall be required in the event of an emergency.
10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Agreement and execution of this Agreement by both parties, the Agency shall record this Agreement with in the official records of the Clark County, Nevada Recorder's Office. The Agency shall provide the Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Façade Easement Area and the Unit Improvement Area, and shall run with the land for a period of five (5) years from the date of recordation of this Agreement. This Agreement binds the successors in interest of each of the parties to it and shall run with the land.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the Property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

EXECUTION BLOCKS ON NEXT PAGE

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

EXHIBIT C

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF PROJECT IMPROVEMENTS

ATTACHMENT "6"
DISCLOSURE OF PRINCIPALS – REAL PROPERTY

ATTACHMENT "7"
EMPLOYMENT PLAN

EXHIBIT B

MULTIFAMILY RENOVATION IMPROVEMENT PROGRAM GUIDELINES

[Please Note: This application package will be graphically designed after approval.]

MULTIFAMILY RESIDENTIAL Renovation Program

Handbook Includes:

- Program Details
- Process Checklist
- Application Forms

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Multifamily Residential Renovation Program

There are two multifamily incentive programs: MFR-VIP (exterior improvements) and MFR-UIP (interior improvements). The MFR-VIP and the MFR-UIP have been consolidated into the Multifamily Residential Improvement Program (MFRIP). The MFRIP is intended to provide a property owner with financial assistance for the substantial rehabilitation and renovation of multifamily residential properties, substantial upgrades to multifamily properties that have changed ownership, and the conversion of office/retail/industrial properties to multifamily residential. Eligible properties must be located in the city's current Redevelopment Areas 1 and 2 (RDA), or in future Redevelopment Areas.

PROGRAM OBJECTIVES:

- Induce greater multifamily residential investment
- Increase and maintain quality, safe, clean work force residential units downtown
- Improve the overall economic viability of the city of Las Vegas
- Act as a catalyst for nearby property owners to encourage participation in the revitalization of the surrounding neighborhood
- Renovate existing multifamily residential projects to market standards
- Encourage multifamily property owners to reinvest in and renovate their properties
- Improve the aesthetic nature of properties
- Encourage the rehabilitation of older vacant multifamily residential
- Convert office/retail/industrial properties to multifamily residential
- Help reduce urban blight
- Help bring properties up to city code standards
- Enhance the physical appearance of the area

INCENTIVE PARAMETERS:

- Provide financial assistance for significant interior and/or exterior improvements, as determined by the City of Las Redevelopment Agency. Provides funding for up to a maximum of \$25,000 for qualified exterior improvements and up to a maximum of \$50,000 for qualified interior improvements.
- A combined incentive (both exterior and interior improvements) is available but cannot exceed \$75,000.
- Each unit must be eligible to be individually leased for a minimum of 12 months by , evidenced by a submitted leasing plan; blanket mass leasing contracted projects encompassing more than one individual unit are not eligible.
- Funding available annually on a first-come, first-served basis.
- The Redevelopment Agency has agreed to budget a certain amount of funds for this program

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which may be amended from time to time. Once all budgeted funds for the fiscal year are expended, no further funds may be awarded.

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PROPERTY REQUIREMENTS:

- Located within one of the City's current or future Redevelopment Areas
- Zoned for commercial or mixed-use operations or in a form based code area
- Free of all mechanics' liens
- Properties with five or more units for rent within the same building or property footprint
- Owner must invest at least \$30,000 of improvement per unit in total project costs
- Only existing multifamily residential properties, existing mixed-use properties or existing commercial buildings being converted to multifamily residential (either solely or as a mixed-use project) are eligible

Significant Exterior Visual Improvements:

- Work must result in a combination of **significant exterior visual improvements, as determined by the City of Las Vegas Redevelopment Agency**. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/ replaced windows, doors and awnings; window tinting; improved entryways; 24-hour monitored security systems; neon sign renovation; permanent public art installations; and external improvements required to bring a building/property up to code.
- Permanent landscaping may be covered in this program, but must comply with city codes and ordinances and be consistent with any development plans adopted by the City of Las Vegas and the City of Las Vegas Redevelopment Agency. (Check with the City's Department of Planning at 702.229.6301 or planning@lasvegasnevada.gov before submitting application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.

Significant Interior Unit Improvements:

- Work must result in **substantial interior unit improvements, as determined by the City of Las Vegas Redevelopment Agency**. Examples include architectural, structural, MP&E upgrades; ANSI/ADA accessibility upgrades; fire prevention upgrades; utility upgrades; infrastructure upgrades; new flooring; new fixtures; period-appropriate fixtures; costs of relocating/removing walls; new plumbing; and painting.
- Eligible investments of City fees, code compliance and interior upgrades qualify for this incentive, including but not limited to:
 - Occupancy Investigation/Sewer Fixture Count Permit Fee
 - Pre-Review Building & Safety Meeting Fee
 - Land Use Entitlement Application Fee
 - Building & Safety/Fire Prevention Permit and Plan Check Fee

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- Off-site/Civil Improvement Fee
- Expedited/Express Plan Review Fee



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Ineligible Properties & Use of Funds:

Any property that is not a multifamily residential property or a building being converted to multifamily residential including mixed-use, including:

- Single-family residential properties including conversion of single-family to multi-family
- Properties that have received funding within the past city fiscal year from the Redevelopment Agency or city for capital, onsite or off-site improvements
- Properties or projects not meeting eligibility requirements
- Properties with fewer than five units
- Short-term rental properties

Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, soft costs such as consulting, professional, financing, marketing or legal fees, new appliances, furnishings, and/or refinancing of existing debt or private funding.

The RDA is unable to fund mixed-use projects that include certain retail or commercial uses deemed special use or not compatible with the neighborhood; please discuss and disclose tenants with staff before applying.

APPLICANT REQUIREMENTS:

- Applicant must be the property owner.
- Complete all required MFRIP Application forms in their entirety and include:
 - o Three project bids for all work or justify why a single bid is being submitted
 - o Show proof of a current City of Las Vegas business license
 - o Supply copy of property owner's deed
 - o Provide proposed leasing plan
 - o Provide before and after pictures of improvements
- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county or City of Las Vegas tax bills.
- Property taxes must be current.
- No past-due bills or debts to the City of Las Vegas or the City of Las Vegas Redevelopment Agency.
- Can combine incentives but the project cannot receive more than \$95,000 per project in combined incentives (MFR-VIP, MFR-UIP).
- Project results in a significant improvement to a multifamily residential or mixed-use building consisting of the following:
 - o Rehabilitation of a vacant building to upgrade or expand a number of residential units
 - o Renovations to address code-compliance issues affecting the economic viability of the

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APPLICANT REQUIREMENTS (continued)

- o Conversion of an office/retail/industrial building into multifamily residential
- o At least \$30,000 of improvement per unit in total project costs
- Comply with Developer/Contractor Award Phase and Construction Phase of the city of Las Vegas Redevelopment Agency Employment Plan Policy, revised June 18, 2014. (The Las Vegas Redevelopment Agency Employment Plan Policy and template are located at www.lvrda.org.)
- Project possesses positive economic attributes that will provide and increase economic activity around the surrounding neighborhood
- If the value of the incentive received by the applicant from the Redevelopment Agency exceeds \$100,000, per NRS 279.500(c) the project will be registered with the State of Nevada Office of the Labor Commissioner as a Public Works project, http://labor.nv.gov/PrevailingWage/2016-2017/Prevailing_Wages/, and the applicant will be required to pay Prevailing Wage to all construction workers, plus submit certified payroll records to both the Redevelopment Agency and the Commissioner on a biweekly basis.
- Have no other reasonable means of financing structural improvements without benefit of a MFR-VIP and/or UIP, defined by one or more of the following:
 - o New property owner or existing property owner renovating in redevelopment area because of grant assistance
 - o City ordinance(s) are currently too costly for property owner to comply
 - o Lack of area rehabilitation where it would be unreasonable to invest in improvements unless grant is provided. (Evidenced by photos of immediate surrounding area displaying slums and/or blight)
 - o Exterior improvements to property do not have a direct effect on revenues, therefore they are not deemed acceptable by a customary financial institution. (Evidenced by a denial letter)
- Make brief presentation at a City of Las Vegas Redevelopment Agency Board/City Council meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.
- Execute the City of Las Vegas Redevelopment Agency Multifamily Renovation Improvement Program Agreement (the "MFRIP Agreement").
- **Receive Las Vegas City Council approval of the MFRIP agreement before beginning work.** Any work started prior to this approval will be the applicant's responsibility.
- **Execute a building maintenance agreement and, for exterior improvements, grant/convey a non-exclusive façade easement to city's Redevelopment Agency; both the agreement and easement are for five years. (The easement can be repurchased by owner)**

[Please Note: This application package will be graphically designed after approval.]

APPLICANT REQUIREMENTS (continued)

- Complete all Qualified Expenditure improvements within 180 days of the City of Las Vegas Redevelopment Agency Board and City Council approval of the MFRIP Agreement
- Submit all paid invoices/cancelled checks, notices of lien releases from all contractors, as well as photos of completed project, prior to receiving funds. *(The Redevelopment Agency reserves the right to refuse payment for any change orders not authorized prior to construction commencement)*
- Property owner of the project is committed to maintain all project improvements for the useful life of the improvements.
- Property owner of the project is committed to owning, maintaining or expanding the multifamily property at the project location for no less than five years.

TIMELINE:

- Application process takes approximately 60 calendar days **once all necessary documents and materials are received from the applicant.**
- All projects receiving MFRIP funds must be completed within 180 calendar days of the date application is approved by the City of Las Vegas Redevelopment Agency Board of Directors. Projects not completed within the specified time period forfeit all approved and allocated MFRIP funds.
- Reimbursement of funds takes approximately 45 calendar days once copies of all invoices and cancelled checks, photos of completed project, notices of all lien releases from contractors and Certificate of Completion are received. *(City of Las Vegas Redevelopment Agency reserves the right to pay applicant in one lump sum or installments)*
- Payment for funds under \$25,000 shall be made in accordance with the City of Las Vegas Redevelopment Agency's Direct Payment Request Policy, No. FN206.

APPROVAL POLICIES:

- Applications will be reviewed and considered in the order they are received.
- Approval will be based on the following:
 - Condition of the existing structure or property
 - Value of the completed improvement
 - Compliance with city of Las Vegas development and construction requirements
 - Potential to stabilize or increase economic activity within the surrounding neighborhood
 - Current and future tenant mix, if applicable
 - Quality of proposed design
 - Significant exterior visual improvement
 - Demonstrated ability to meet program goals and complete project
- Applicant participation in this program and approval of any grant monies is at the sole discretion

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APPROVAL POLICIES (continued)

- City of Las Vegas Redevelopment Agency shall have the ultimate authority to accept or reject each application, and have complete authority to decide whether requested work is eligible for this program.
- City of Las Vegas Redevelopment Agency shall be obligated to commit funds only after a MFRIP Agreement with the applicant is approved by the Las Vegas City Council acting as the Board of Directors for the City of Las Vegas Redevelopment Agency.
- Any action taken by the City of Las Vegas Redevelopment Agency Board of Directors is final. There is no appeal process for applications that are not approved by the City of Las Vegas Redevelopment Agency Board of Directors.

PROJECT COMPLETION:

- Site inspection with City Economic and Urban Development (“EUD”) staff
- Copy of final Certificate of Occupancy issued by the City’s Building and Safety Department, if applicable
- Submit to the City of Las Vegas Redevelopment copies of paid invoices with corresponding copies of cancelled checks and notices of all lien releases from all contractors
- Final approval of completion by EUD staff

QUALIFIER:

Final selection of a contractor(s) is the sole responsibility of the participating applicant. The City of Las Vegas Redevelopment shall offer no warranty on work performed. The applicant should obtain any desired warranty information from the contractor(s) in writing.

DEFINITIONS:

MULTIFAMILY: For the purposes of this program, multifamily is defined as five or more units on the same building or property footprint.

SIGNIFICANT IMPROVEMENTS: For the purposes of this program, significant improvements indicate a per-unit expenditure of at least \$30,000 and a project amount of at least \$150,000.

UNIT: for the purposes of this program, an unit is defined as having a living/bedroom area, ¾ to full bathroom and a kitchen/kitchenette consisting of an oven, stovetop, refrigerator/freezer, and a sink. All of the foregoing must be in good working order. Bedrooms or bedrooms with bathrooms attached to a common living area are eligible.

[Please Note: This application package will be graphically designed after approval.]

APPLICATION CHECKLIST:

ALL information included in this checklist must be submitted to the Redevelopment Agency before EUD can begin the process:

- All documents signed by person certified as one of company's principals on the following pages: 5, 9 & 11
- List of proposed improvements with estimated project costs (page 3)
- Notarized & signed Disclosure of Ownership/Principals – Real Property (page 8)
- Notarized & signed Participant Affidavit and Employment Plan (pages 9 & 11)
- Copy of current City of Las Vegas business license for property owner
- Copy of property owner's deed
- Property's current resident leasing plan. If the improvements change the leasing plan, provide a copy of the proposed leasing plan
- Completed W-9 form
- All applicable contractor bids
- High-quality "before" images of property from all sides/angles*
- High-quality images of renderings of proposed project*
- Three contractor bids for all work being done or justification why only one bid submitted

Application must be completely filled out and all supporting documentation submitted before the application will be considered.

* Please send three to four separate high-resolution jpegs of "before" photos and also a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the RDA Board/City Council.

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ALL PAGES MUST BE COMPLETED

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MFRIP APPLICATION

I am applying for:

I am applying for:

Unit Improvement Program (interiors)

Visual Improvement Program (exteriors)

Both

Owner Applicant Information:

Owner's Corporate Name (company name as listed on City of Las Vegas business license):

Corporate Officer Name and Title:

Corporate Mailing Address:

Project/Property Address:

Assessor Parcel Number(s):

Size of Building/Project:

Building Square Footage	Number of Floors	Number of Units	Common Area Square Footage	Amenities

In Which tax district is the property located: 203 204 207 212 213 214

What classification is property zoned for? _____

Owner's City of Las Vegas Business License Number: _____

Federal Tax ID Number or Social Security Number: _____

Owner's Office Phone #: _____

Cell #: _____

Owner's Email Address: _____

Self-Managed: Yes_No

If self-managed, name of manager: _____

Phone:

Email:

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MFRIP APPLICATION (continued)

If using a property management firm, please complete: Property Management Firm Name:

Property Manager:

Property Management Firm Address:

Phone: _____ Email: _____

Length of Contract with Firm: _____

Employment Numbers (must be completed even if estimated):

Current Number of Employees: _____ Full-Time _____ Part-Time _____ Contract _____

Number of Employees (Post Project Completion): Full-Time _____ Part-Time _____ Contract _____

Number of Construction Workers for Project: _____

Current and/or Projected Wages for Employees: (Please attach additional sheet if necessary)

Job Title:	Salary Range \$	
		(annual/hourly)
		(annual/hourly)
		(annual/hourly)

Please complete for mixed-use projects:

Additional Businesses at Project Address	City Business License #

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ESTIMATED BUDGET FOR PROJECT IMPROVEMENTS

(please submit an itemized budget for each of the 3 bids required)

Use of Funds	Source of Funds	Estimated Cost
Total Project Budget	(add additional pages as necessary)	\$

Exterior Costs: \$ _____ Interior Costs: \$ _____ Project Total: \$ _____

Project Funded with: _____% Owner Equity _____% Bank Financing _____% Investors _____%

Other (_____)

Execution of Application

The applicant acknowledges that the City of Las Vegas Redevelopment Agency will not pay for work begun prior to approval of the MFRIP grant application and corresponding MFRIP Agreement by the Las Vegas City Council, acting as the City of Las Vegas Redevelopment Agency Board. Any work started prior to this approval will be the applicant's responsibility. Furthermore, applicant acknowledges that the identified project must be completed within 180 days of the original approval date; if said project is not completed within 180 days, all funds approved and allocated for said project may be forfeited by applicant and the corresponding MFRIP agreement terminated.

Signature: _____ Date: _____

Print Name: _____

Title: _____

[Please Note: This application package will be graphically designed after approval.]

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS

Details About Completing “Disclosure of Ownership/Principals” Forms that Follow

DEFINITIONS

- “Agency” means the Las Vegas Redevelopment Agency.
- “City” means the city of Las Vegas.
- “City Council” means the governing body of the city of Las Vegas.
- “Contracting Entity” means the individual, partnership or corporation seeking to enter into a contract or agreement with the city of Las Vegas.
- “Principal” means individual or entity holding more than one percent interest.
- **For each type of business organization:**
 - (a) *Sole Proprietorship*: Owner of business;
 - (b) *Corporation*: Directors and officers of corporation, but not any branch managers of offices which are a part of the corporation;
 - (c) *Partnership*: General and limited partners; and
 - (d) *Limited liability company*: Managing member as well as all other members.
- **For each type of real property interest:**
 - (a) *Estate in Severalty*: Sole ownership by one individual or entity;
 - (b) *Tenancy in Common*: Multiple owners without right of survivorship; and
 - (c) *Joint Tenancy*: Multiple owners with right of survivorship.

POLICY

In accordance with Resolutions 79-99 and 105-99 adopted by the Las Vegas City Council and Resolution RA-4-99 adopted by the Governing Board of the Agency, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

INSTRUCTIONS

The disclosure required by the resolutions referenced above shall be made through the completion and execution of the “Disclosure of Owners/Principals” certificate. (See next page.) The Contracting Entity shall complete Block one, Block two and Block three. The Contracting Entity shall complete either Block four or its alternate in Block five. An officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Disclosure Certificate, and such signing shall be notarized.

INCORPORATION

This Disclosure Certificate shall be incorporated into the MFRIP Agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this disclosure. This notification shall be made within 15 days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the MFRIP Agreement and/or a withholding of payments due the Contracting Entity.

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MFRIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

(continued)

MFRIP Contracting Entity Information

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document:

Date of Attached Document:

Number of pages: _____

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MFRIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

(continued)

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature:

Date:

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

Notary Public

Notary Public

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MFRIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

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

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____ (initial)
Landlord supplies proof
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____ (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____ (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____ (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family-owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this _____ day of _____, _____.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this _____ day of _____, _____, by _____.

NOTARY PUBLIC

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My Commission Expires:

INTERNATIONAL ECONOMIC
DEVELOPMENT COUNCIL



Accredited Economic Development Organization

Economic and Urban Development Department

495 S. Main St., Sixth Floor

Las Vegas, NV 89101

Office: 702.229.6551 • TTY: 7-1-1

www.lasvegasnevada.gov/EUD

Las Vegas City Council:

Mayor Shelley Berkley

Mayor Pro Tem Brian Knudsen, Ward 1

Councilwoman Kara Kelley, Ward 2

Councilwoman Olivia Diaz, Ward 3

Councilwoman Allen-Palenske, Ward 4

Councilwoman Shondra Summers-
Armstrong, Ward 5

Councilwoman Nancy Brune, Ward 6

City Manager: Michael Janssen

Deputy City Manager: Sabra Newby

Deputy City Manager: Tim Hacker

Deputy City Manager: Rosa Cortez

Chief Financial Officer: Susan Heltsley

Executive Director of Community Development: Seth Floyd



cityoflasvegas
lasvegasnevada.gov

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ED-0002-02-18RS