

RESOLUTION NO. RA-3-2020

RESOLUTION FINDING THE UPSIZING OF THE WATERLINE PROJECT PROPOSED BETWEEN THE REDEVELOPMENT AGENCY AND THE CITY OF LAS VEGAS TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION BY THE AGENCY OF THE INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION OF FUNDS FOR THE UPSIZING OF WATERLINE (THE "AGREEMENT").

WHEREAS, the City of Las Vegas Redevelopment Agency (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; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (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, the AGENCY is an incorporated entity of the State of Nevada that was created to revitalize the Redevelopment Area by creating new jobs, maintaining existing employment opportunities, eliminating blight, and diversifying the local economy; and

WHEREAS, RDA, an incorporated entity of the State of Nevada (the Agency") desires to improve the waterline in 3rd Street, between Charleston and Garces by upsizing the waterline from 8-inches to 12-inches.; and

1 WHEREAS, the City Council of the City of Las Vegas has considered the findings that
2 the improvements of the Project are of benefit to the Redevelopment Area or the immediate
3 neighborhood in which the Redevelopment Area is located by allowing enough water capacity
4 for large developments ; and
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6 WHEREAS, the City Council of the City of Las Vegas has considered the findings that
7 no other reasonable means of financing the improvements of the Project are available; and
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9 WHEREAS, the City Council of the City of Las Vegas has considered the undertakings
10 of the Agency in connection with the Agreement (the "Agreement" and attached hereto as
11 **Exhibit A**), which provides for the lump sum payment to the City of Las Vegas for the costs of
12 constructing the improvements of the Project set forth in the Agreement.

13 WHEREAS, the Agency has considered the findings that no other reasonable means of
14 financing the building, facilities or structures or other improvements of the Project are available.
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16 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the
17 Agency that the Agreement is hereby approved and determined to be in compliance with and in
18 furtherance of the goals and objectives of NRS Chapter 279 and the Redevelopment Plan, and
19 the Chairperson of the Governing Board of the Agency is hereby authorized and directed to
20 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
21 documents (including any Attachments to the Agreement) and to perform any additional acts
22 necessary to carry out the intent and purpose of the Agreement.
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THE FOREGOING RESOLUTION was passed, adopted and approved this 4th day of March, 2020.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: Carolyn G. Goodman
CAROLYN G. GOODMAN, CHAIR

ATTEST:

By: Lucas D. Holm
SECRETARY DATE

APPROVED AS TO FORM:

By: Michael J. [Signature] 2-13-20
COUNSEL TO AGENCY DATE

EXHIBIT A

INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION OF FUNDS FOR THE UPSIZING OF WATERLINE

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this _____ day of March, 2020, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada and CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a Public Body, in the State of Nevada. RDA and City may be referred to herein singularly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the RDA and City mutually desire to enter into this Agreement concerning the financing of upsizing an existing waterline located in 3rd street between Charleston and Garces (the "Work").

WHEREAS, the RDA 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; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, NRS 279.486 permits the RDA, with the consent of the City council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment area; and

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the City council is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform"; and

WHEREAS, the RDA intends to upsize the waterline located on 3rd Street to support any potential large developments in this area; and

WHEREAS, the RDA desires and is able to provide funding to fund the construction of the waterline which shall not exceed One Hundred Seventy Five Thousand Dollars (\$175,000).

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows :

1. One Hundred Seventy Five Thousand Dollars (\$175,000) from the RDA General Fund will be used for the construction of upsizing the waterline from 8-inches to 12-inches located on 3rd street (Charleston to Garces).
2. City agrees to complete or cause the completion of the Work in compliance with all applicable plans and permits.
3. In the event the fund is not used or the funds are only partially expended the RDA shall be refunded the residual dollars in its entirety.
4. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.
5. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.
6. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.
7. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.
8. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
9. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.
10. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.
11. By approving and executing this agreement the City is authorizing and consenting to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

12. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
495 S. Main Street, 7th Floor
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

ATTEST:

CITY OF LAS VEGAS

LuAnn D. Holmes, MMC, City Clerk

By: _____
Carolyn G. Goodman, Mayor

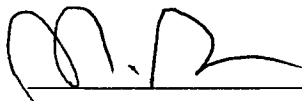
ATTEST:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

LuAnn D. Holmes, Secretary

By: _____
Carolyn G. Goodman, Chairperson

APPROVED AS TO FORM:

 2-11-20

Date