RESOLUTION NO. R-20-2010

A RESOLUTION AUTHORIZING A MEDIUM TERM OBLIGATION IN THE FORM OF AN INTERFUND LOAN; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council," "City," and "State," respectively) proposes to incur a medium-term obligation in the form of an interfund loan from the City's Sanitation Enterprise Fund to the City's Capital Improvements Fund (the "Medium-Term Obligation"); and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 350.089 and relevant provisions of the Nevada Administrative Code, the Council submitted certain information and supporting documents relating to the Medium-Term Obligation to the Executive Director of the Department of Taxation of the State of Nevada (the "Department of Taxation") for his approval; and

WHEREAS, the City has received the approval of the Executive Director of the Department of Taxation for the Medium-Term Obligation; and

WHEREAS, the approval of the Executive Director of the Department of Taxation has been recorded in the minutes of the Council as required by NRS 350.089; and

WHEREAS, the Council elects and hereby determines to authorize the Medium-Term Obligation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The Council hereby authorizes the Medium-Term Obligation. The Medium-Term Obligation shall be in the form substantially as set forth as follows (the "Note"):

(Form of Interfund Loan – Promissory Note)

INTERFUND
PROMISSORY NOTE

$15,000,000.00

Las Vegas, Nevada
January 1, 2010

This Promissory Note ("Note") is being issued pursuant to NRS 350.089 and relevant provisions of the Nevada Administrative Code. The City of Las Vegas received approval of this Interfund Loan from the Executive Director of the State of Nevada Department of Taxation on June 1, 2009 and such approval was recorded in the minutes of the Las Vegas City Council on June 17, 2009.

1. Principal Obligation and Interest.

FOR VALUE RECEIVED, City of Las Vegas Capital Improvements Fund ("Borrower"), promises to pay to City of the Las Vegas Sanitation Enterprise Fund ("SEF"), or order at 400 Stewart Avenue, Las Vegas, Nevada 89101, or at such other place as the SEF may designate in writing, in currently available funds of the United States, the principal sum of Fifteen Million and 00/100 Dollars ($15,000,000.00) or so much thereof as may be advanced hereunder, together with interest on the unpaid principal at three percent (3%) per annum ("Interest Rate").

The Interest Rate for this Note shall be calculated on the basis of the actual number of days elapsed over a 360 day year.

This Note and Borrower's obligation to pay principal and interest shall be effective January 1, 2010.

2. Payment Terms.

Payments of interest only shall be due semi-annually commencing June 30, 2010 and each June 30th thereafter until June 30, 2019. Payments of both principal and interest shall be due annually commencing on January 30, 2011 and shall continue each January 30th thereafter until January 30, 2020 when all remaining amounts of principal and accrued interest shall be paid

. . .
. . .
. . .
. . .
. . .
. . .

in full. The Borrower promises to pay on the following dates the following installments of principal and/or interest:

Date	Principal	Interest	Payments
	$	$	$
June 30, 2010		225,000.00	225.000.00
January 30, 2011	1,308,458.00	225,000.00	1,533,458.00
June 30, 2011		205,373.00	205,373.00
January 30, 2012	1,347,712.00	205,373.00	1,533,085.00
June 30, 2012		185,157.00	185,157.00
January 30, 2013	1,388,143.00	185,158.00	1,573,301.00
June 30, 2013		164,335.00	164,335.00
January 30, 2014	1,429,787.00	164,335.00	1,594,122.00
June 30, 2014		142,888.00	142,888.00
January 30, 2015	1,472,681.00	142,888.00	1,615,569.00
June 30, 2015		120,799.00	120,799.00
January 30, 2016	1,516,861.00	120,799.00	1,637,660.00
June 30, 2016		98,045.00	98,045.00
January 30, 2017	1,562,367.00	98,045.00	1,660,412.00
June 30, 2017		74,610.00	74,610.00
January 30, 2018	1,609.238.00	74,610.00	1,683,848.00
June 30, 2018		50,471.00	50,471.00
January 30, 2019	1,657,515.00	50,471.00	1,707,986.00
June 30, 2019		51,217.00	51,217.00
January 30, 2020	1,707,238.00	51,217.00	1,758,455.00
	15,000,000.00	2,635, 791.00	17,635,791.00

3. Prepayment Provision.

Borrower shall have the right to prepay all or any part of the principal without penalty. All such prepayments shall be applied first to accrued interest and then to principal payments due hereunder in the inverse order of maturity.

4. Miscellaneous

a. The failure of the SEF to act or to exercise any right or remedy shall not in any way affect or impair the obligations of Borrower to SEF, or constitute a waiver by the SEF of, or otherwise affect any of, the SEF's rights under this Note, under any endorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note.

b. The invalidity or unenforceability of any one or more provisions of this Note shall in no way affect the other provisions.

c. Borrower waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest, notice of nonpayment and any other notice or formality and any right of offset.

d. All titles used in this Note are intended solely for convenience and reference; said titles shall not affect any terms, provisions, or meanings of this Note.

e. No waiver or modification of any of the terms or provisions of this Note shall be valid or binding unless set forth in a writing signed by a duly authorized officer of the SEF, and then only to the extent therein specifically set forth.

f. All rights and remedies provided to the SEF or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

g. Time is of the essence hereof.

h. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Note.

i. All notices given to or made upon Borrower shall be deemed to have been given or made when deposited in the U.S. Mail and addressed to Borrower at the address indicated below.

IN WITNESS WHEREOF, this Note has been approved by the City Council of the City of Las Vegas and duly executed on the date and place above written.

CITY OF LAS VEGAS
CAPITAL IMPROVEMENTS FUND

By: ______________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

____
Date

Section 2. The Mayor or, in his absence, the Mayor ProTem is authorized and directed to execute the Note on behalf of the City's Capital Improvement Fund.

Section 3. Ratification. All action heretofore taken by the Council and the officers and employees of the City directed toward the Medium-Term Obligation is ratified, approved and confirmed.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 6. This Resolution shall become effective upon passage and approval.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS 7TH **day of** APRIL**, 2010.**

Oscar B. Goodman
____
Oscar B. Goodman, Mayor

ATTEST:

Beverly K. Bridges
____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

V. Ponticello 3/25/10
____
Date