



REDEVELOPMENT AGENCY MEETING AGENDA

CITY HALL, 400 STEWART AVENUE

COUNCIL CHAMBERS – 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov

AGENCY MEMBERS: OSCAR B. GOODMAN, CHAIRMAN (At-Large)

GARY REESE, VICE-CHAIRMAN (Ward 3), STEVE WOLFSON (Ward 2)

LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

RICKI Y. BARLOW (Ward 5), DAVID W. STEINMAN (Ward 4 – Interim)

May 20, 2009

8:00 AM

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

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DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. Discussion and possible action regarding a Memorandum of Understanding (MOU) between the City of Las Vegas Redevelopment Agency (RDA), City of Las Vegas, Urban Chamber of Commerce (UCC) and Nevada System of Higher Education (NSHE) for an Assignment of Amended and Restated Disposition and Development Agreement from UCC to UCC and NSHE for a 3.34 acre site in the Las Vegas Enterprise Park, as well as a Lease Agreement from RDA to UCC for the Las Vegas Business Center (LVBC) at 1951 Stella Lake Street (APNs 139-21-313-007, -008 and -017) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 65]
4. RA-8-2009 - Discussion and possible action regarding a Resolution finding the proposed project with the Interlocal Cooperative Agreement between the City of Las Vegas Redevelopment Agency (RDA) and City of Las Vegas, a political subdivision of the State of Nevada, for the project concerning the Union Park Master Planned Development to be in compliance with and in furtherance of the goals and objectives of the redevelopment plan and authorizing the execution of the Interlocal Cooperative Agreement by the RDA for the reimbursement of the costs to construct certain public improvements on the Site (\$32,000,000 plus accrued interest – RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 82 (R-34-2009)]
5. RA-9-2009 - Discussion and possible action regarding a Resolution finding the project proposed by the Interlocal Cooperative Agreement by and between the City of Las Vegas Redevelopment Agency (RDA) and City of Las Vegas, Nevada, a political subdivision of the State of Nevada, for the projects concerning the Union Park Master Planned Development and the Museum of Organized Crime and Law Enforcement (300 Stewart Avenue) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the Interlocal Cooperative Agreement by the RDA (\$15,000,000 plus accrued interest – RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 83 (R-35-2009)]
6. Discussion and possible action regarding a Second Amendment to Parking License Agreement between FAEC Holdings Wurrulla, LLC and the City of Las Vegas Redevelopment Agency (RDA) concerning performance obligation tied to the one hundred fifty (150) general access parking pass cards issued for the CBS Star Trek Experience Venue in the structured parking garage beneath Neonopolis, located at 450 Fremont Street - Ward 5 (Barlow)

7. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED
8. AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

Facilities are provided throughout City Hall for the convenience of disabled persons. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE**REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009**

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**DIRECTOR: BILL ARENT, ACTING****SUBJECT:**

Discussion and possible action regarding a Memorandum of Understanding (MOU) between the City of Las Vegas Redevelopment Agency (RDA), City of Las Vegas, Urban Chamber of Commerce (UCC) and Nevada System of Higher Education (NSHE) for an Assignment of Amended and Restated Disposition and Development Agreement from UCC to UCC and NSHE for a 3.34 acre site in the Las Vegas Enterprise Park, as well as a Lease Agreement from RDA to UCC for the Las Vegas Business Center (LVBC) at 1951 Stella Lake Street (APNs 139-21-313-007, -008 and -017) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 65]

Fiscal Impact☒**No Impact**☐**Augmentation Required**☐**Budget Funds Available****Amount:****Funding Source:****Dept./Division:****PURPOSE/BACKGROUND:**

The purpose of the MOU is to allow the RDA, City, UCC and NSHE the opportunity to negotiate mutually acceptable terms for: 1) The UCC and NSHE to become co-developers of a green jobs training and incubator facility on the Site; and, 2) The RDA to lease the LVBC to the UCC to operate a business incubator and perform commercial property management.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Memorandum of Understanding
2. Site Map

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2009, by the City of Las Vegas ("City"), City of Las Vegas Redevelopment Agency ("Agency"), Urban Chamber of Commerce ("UCC") and the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada ("NSHE"). The City, Agency, UCC and NSHE are sometimes referred to herein collectively as the "Parties."

WHEREAS, the City and the UCC entered into a Disposition and Development Agreement on March 17, 2004 ("DDA") for the disposition and development of a three (3.0) acre site ("Site") in the Las Vegas Enterprise Park for the development of a Multi-use Business Incubator and Services Center (the "Project"); and

WHEREAS, the City and the UCC entered into a First Amendment to the DDA on June 15, 2005 ("First Amendment"), in order to increase the size of the Site to three and three hundred forty-four hundredths (3.344) acres, as well as, amend the rights and obligations of the City and the UCC, including but not limited to the schedule of performance; and

WHEREAS, the City and the UCC entered into a Second Amendment to the DDA on November 9, 2005 ("Second Amendment"), in order to amend the legal description of the Site (the DDA, the First Amendment and the Second Amendment are collectively referred to as the "Initial Agreement"); and

WHEREAS, the City and the UCC entered into an Amended and Restated Disposition and Development Agreement dated September 19, 2007 ("Restated DDA"), in order to amend and restate the Initial Agreement, as well as, establish new construction deadlines and new Schedule of Performance for the Project; and

WHEREAS, the City and the UCC entered into a First Amendment to Restated DDA on November 5, 2008, in order to establish a new Commencement of Construction Date and new Schedule of Performance for the Project; and

WHEREAS, the UCC has achieved approval of a Site Development Plan and approval of a technical drainage study for the Project; and

WHEREAS, the UCC has obtained approval for City and other Governmental permits necessary to commence construction; and

WHEREAS, the City and the UCC entered into a Second Amendment to Restated DDA on April 1, 2009, in order to establish a new Commencement of Construction Date and new Schedule of Performance for the Project (the Restated DDA, First Amendment to Restated DDA and Second Amendment to Restated DDA are collectively referred to as the "Restated Agreement"); and

WHEREAS, the UCC has secured a commitment from the Economic Development Administration (“EDA”) in the amount of Two Million (2,000,000) Dollars, EDA Award No. 07-01-05466 (“EDA Grant”); and

WHEREAS, due to current economic conditions, the UCC has found it difficult to raise the remaining funds to construct the Project;

WHEREAS, the EDA has agreed to allow the UCC to request a final extension of time for the EDA Grant in order to identify a suitable co-applicant that can partner with the UCC to raise the remaining funds to construct the Project;

WHEREAS, the NSHE has the capability of raising the remaining construction funds through an appropriation by the Nevada Legislature, and possesses the ability to contract with other public and private sector organizations to operate the Project as a green jobs training center and renewable energy business incubator, specifically through the expertise available through the College of Southern Nevada, labor management organizations and trade associations with existing job training/apprenticeship programs.

WHEREAS, the City, UCC and community stakeholders all concur that the NSHE would be a suitable partner for the UCC to help raise the remaining funds, construct and operate the Project as a green jobs training and incubator facility;

WHEREAS, the Parties desire collectively to further explore the feasibility of the UCC and NSHE: 1. Entering into a partnership; 2. Submit a joint request to the EDA for a final extension of time to the EDA Grant; and, 3. Complete and operate the Project after it is reprogrammed as a green jobs training and incubator facility;

WHEREAS, the City owns the Las Vegas Business Center (LVBC) at 1951 Stella Lake Street and desires to transfer the title for the LVBC to the Agency;

WHEREAS, the Agency desires to lease the LVBC to a suitable non-profit organization capable of operating a green jobs training facility and business incubator and managing the commercial office space in the LVBC;

WHEREAS, the UCC is a suitable non-profit organization and has expressed its interest to the Agency to lease the LVBC;

NOW, THEREFORE, in consideration of the foregoing mutual recitals, the parties agree as follows:

1. Purpose. The Parties agree that the purposes of this MOU are:
 - a. For the UCC and NSHE to explore entering into a partnership to complete the Project and negotiate terms of a partnership agreement;

b. For the UCC and NSHE, as co-applicants, to prepare and submit a application to the EDA for a final extension of time to the EDA Grant and consent to reprogram the Project as a green jobs training and incubator facility ("Southern Nevada Sustainability Center");

c. For the Parties to negotiate terms of and bring before the Las Vegas City Council for its consideration an Assignment of Restated Agreement from the UCC to a new entity made up of the UCC and the NSHE ("Partnership"); and,

d. For the City to transfer title for the LVBC to the Agency in order for the Agency to negotiate with the UCC on terms of and bring before the Las Vegas Redevelopment Agency Board ("Agency Board") for its consideration a Lease and Operating Agreement with Option for the LVBC.

2. Term of MOU. The term of this MOU ("Term") shall begin on the date of this MOU and expire upon the sooner of:

a. Final approval by the Parties of a mutually acceptable Assignment of Amended and Restated Agreement and final approval by the Agency and the UCC of a mutually acceptable Lease and Operating Agreement with Option for the LVBC;

b. Termination of the EDA Grant or Restated Agreement; or,

c. September 1, 2009.

3. Intent of Partnership between UCC and NSHE. It is the intent of the UCC and NSHE to enter into a partnership for the purposes of:

a. Adding NSHE as a co-applicant to the EDA grant; and,

b. Completing construction of the Southern Nevada Sustainability Center with modifications suitable to support the reprogramming of the facility to include the primary use of training for jobs in weatherization and renewable energy consistent with NSHE's mission.

4. Intent of the Parties. It is the intent of the Parties that:

a. NSHE will function as the owner of the Southern Nevada Sustainability Center during its construction;

b. The City will subordinate its interest in the Southern Nevada Sustainability Center site to the EDA as required by the terms of the EDA Grant when commitments for all of the funding needed to construct the Southern Nevada Sustainability Center has been secured and documented to the satisfaction of the City;

c. City staff will provide “fast track” assistance to the Southern Nevada Sustainability Center during construction as provided for similar projects in the Redevelopment Area;

d. The Southern Nevada Sustainability Center will be constructed under a project labor agreement;

e. The City will consent to and the UCC agrees to convey to NSHE ownership of the completed Southern Nevada Sustainability Center upon issuance of a Certificate of Occupancy for said Southern Nevada Sustainability Center.

f. The operation of the facility will be the sole responsibility of NSHE and will be consistent with its fiduciary responsibility, legal obligations, training mission and existing standards; and,

g. The City and UCC will impose no special conditions on NSHE other than the successful construction and operation of a green jobs training and incubator facility that meets NSHE’s fiduciary responsibility, legal obligations, mission and existing standards.

5. Assignment of Amended and Restated Disposition and Development Agreement (“Assignment Agreement”).

The Parties (with each Party bearing their respective costs and expenses including attorney’s fees) shall proceed to negotiate terms to and draft a mutually acceptable Assignment Agreement setting forth their respective rights and obligations with respect to the funding, construction and operation of the Southern Nevada Sustainability Center.

Terms of the Assignment Agreement shall include but not be limited to:

a. The City’s assignment of its interest in the Amended DDA to the Partnership that will construct the Southern Nevada Sustainability Center.

b. Role of the UCC to provide: (i) Its entitled and building permit ready project; and, (ii) EDA Grant to expedite the construction of the Southern Nevada Sustainability Center.

c. Role of NSHE to provide: (i) The remaining \$1.5 – 2.0 million needed for construction (to the extent funded by legislative appropriation); and, (ii) A portion of the \$30 million in Federal green jobs training dollars from the American Recovery and Reinvestment Act to be administered in Nevada through the Green Jobs Bill, SB 152.

d. The Assignment Agreement will contain language to clearly retain the City’s right to re-enter the title to the Southern Nevada Sustainability Center

site for failure by the UCC, NSHE or the Partnership to start and/or complete construction of the Green Jobs Training Facility.

Upon the Parties achieving mutually acceptable terms for an Assignment Agreement, the decision for the City to enter into said Assignment Agreement or any other agreement with either the UCC or NSHE will be subject to final approval by the Las Vegas City Council ("City Council") as to any and all proceedings and decisions in connection herewith.

6. Lease and Operating Agreement with Option ("Lease Agreement").

The City (or its designee) and the UCC (with each Party bearing their respective costs and expenses including attorney's fees) shall proceed to negotiate terms to and draft a mutually acceptable Lease Agreement for the Las Vegas Business Center at 1951 Stella Lake Street.

Terms of the Lease Agreement shall include but not be limited to:

- a. Conditions Precedent to Lease Agreement:
 - (i) City Council approval of the Assignment Agreement;
 - (ii) Repayment of \$1.3 million to HUD for CDBG funds originally used to construct the LVBC;
 - (iii) Written consent from the EDA to transfer title of the LVBC from the City to the Las Vegas Redevelopment Agency ("Agency"); and,
 - (iv) Transfer of title to the LVBC from City to Agency.
- b. Lease Term - 5 years.
- c. Performance Period – 5 years (concurrent with Lease Term).
- d. Option Period – 20 years.
- e. Acknowledgement of EDA Deed Covenant & Use Requirement:
 - (i) Lease Agreement shall contain language whereby UCC acknowledges the EDA deed covenant; and,
 - (ii) Requirement to utilize a minimum percentage of the LVBC to operate a business incubator for the entire term of its tenancy. The minimum percentage of the LVBC to be utilized for a business incubator will be defined in the Lease Agreement.

f. Employment Plan – UCC will be required to provide the Agency with an Employment Plan.

g. Policies and Procedures:

(i) Within 6 months from lease inception, the UCC will develop and implement policies and procedures for the LVBC based on principles and best practices for successful business incubation and commercial property management; and,

(ii) The Agency will have the right to review and approve the final policies and procedures for the LVBC.

h. LVBC Operating Subsidy

(i) Starting from the date of lease inception, Agency will provide up to \$150,000/yr. towards any deficit in operating costs for the LVBC (excluding UCC staff salaries and benefits, as well as, any other costs prohibited for subsidy by the Agency by applicable NRS statute) provided that UCC submits an annual budget to Agency for review and approval prior to the start of each calendar year;

(ii) The timing of subsidy payments from and costs eligible for subsidy by the Agency will be defined in the Lease Agreement; and,

i. Annual Non-Appropriations Clause - The Agency will require that the Lease Agreement contain an Annual Non-Appropriations Clause (to be further defined by the Agency) which states that the payment of any LVBC operating subsidy costs by the Agency will be subject to an annual budget approval by the Agency Board and availability of Agency funds.

i. Operating Reports – UCC will be required to provide periodic operating reports:

(i) Quarterly to Agency staff; and,

(ii) Annually to Agency Board.

j. Right to Terminate Lease – Agency will have the right to terminate the Lease Agreement for financial non-performance if the annualized operating deficit for the LVBC exceeds \$150,000 for two consecutive quarterly reports after the first 12 months of occupancy.

k. Option – To request for a long-term, 20 yr. lease from Agency:

(i) UCC can earn the right to exercise the Option by demonstrating the ability to successfully operate the LVBC to generate revenues and control operating costs to achieve break-even or excess revenues within the 5 yr. term.

(ii) The granting of a long-term lease will be at the sole discretion of the Agency Board at the time of the request.

(iii) Upon Agency Board approval of a long-term lease, Agency will have no further obligation to subsidize operating costs of the LVBC.

7. UCC Ownership. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas effective October 1, 1999, the UCC warrants that it has disclosed on the form attached hereto as Exhibit "A", all principals, including, partners or members of the UCC, as well as, all persons and entities holding more than 1% interest in the UCC or any principal, partner or member of the same. Throughout the Term hereof, the UCC shall provide written notification of any material change in the above disclosures within 15 days of any such change.

8. Non-Binding Agreement. The provisions of this MOU are non binding on any of the Parties and are intended only to set forth the current intent of the Parties hereto and the general scope of the items to be conducted or negotiated during the Term, which agreement shall then be binding. The final Assignment Agreement and Lease Agreement must be approved by the City Council of the City and Agency Board respectively as well as by appropriate authority on behalf of NSHE.

9. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this MOU as of the date set forth above.

ATTEST:

City of Las Vegas

Beverly K. Bridges, CMC, City Clerk

By _____
Oscar B. Goodman, Mayor
"City"

ATTEST:

City of Las Vegas Redevelopment Agency

Beverly K. Bridges, CMC, Secretary

By _____
Oscar B. Goodman, Chairman
"Agency"

APPROVED AS TO FORM:

 5/2/09
Deputy City Attorney Date

Urban Chamber of Commerce,
a Nevada not-for-profit corporation

By _____
Cornelius Eason, President
"UCC"

Nevada System of Higher Education

By _____
Name _____
Title _____
"NSHE"

Exhibit "A"

DISCLOSURE OF PRINCIPALS

The principals and partners of Urban Chamber of Commerce and all persons and entities holding more than 1% (one percent) interest in Urban Chamber of Commerce Or any principal of Urban Chamber of Commerce are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Cornelius Eason President	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
2.	Debra Nelson Vice President	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
3.	Al Barber Treasurer	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
4.	Jerrie Merritt Secretary	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
5.	Dr. William Dougan Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
6.	Tony Gladney Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
7.	Napoleoni McCallum Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
8.	Diane Pollard Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
9.	Eric James Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
10.	Janice Spears-Turk Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222
11.	Anron Ford Board Member	1048 W Owens Ave Las Vegas, NV 89106	702-648-6222

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Cornelius Eason
Its: Cornelius Eason

State of Nevada County of Clark
Subscribed and sworn to before me this

27 day of April, 2009

Hershima S. Lalani
Notary Public



Site Map



Legend

-  Las Vegas Business Center
-  Urban Chamber of Commerce Site

05/07/2009

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT, ACTING

SUBJECT:

RESOLUTIONS:

RA-8-2009 - Discussion and possible action regarding a Resolution finding the proposed project with the Interlocal Cooperative Agreement between the City of Las Vegas Redevelopment Agency (RDA) and City of Las Vegas, a political subdivision of the State of Nevada, for the project concerning the Union Park Master Planned Development to be in compliance with and in furtherance of the goals and objectives of the redevelopment plan and authorizing the execution of the Interlocal Cooperative Agreement by the RDA for the reimbursement of the costs to construct certain public improvements on the Site (\$32,000,000 plus accrued interest – RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 82 (R-34-2009)]

Fiscal Impact

☐

No Impact

☐

Augmentation Required

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Budget Funds Available

Amount: \$32,000,000

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:

This Resolution provides the finding that the RDA reimbursement of the costs to construct certain public improvements on the Site is in compliance with and in furtherance of the redevelopment plan. By making the finding and by approving the Interlocal Cooperative Agreement, the RDA will be committing \$32,000,000, plus accrued interest to the project.

RECOMMENDATION:

Approval, and authorization for the RDA to execute the Interlocal Cooperative Agreement.

BACKUP DOCUMENTATION:

1. Resolution No. RA-34-2009
2. Interlocal Cooperative Agreement

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1 WHEREAS, the City Council of the City of Las Vegas has considered the
2 findings that the construction of new streets, curbs, gutters and underground utilities (the
3 “Public Improvements”) in the Union Park Master Planned Development (the “Site”) are of
4 benefit to the Redevelopment Area or the immediate neighborhood in which the
5 Redevelopment Area is located; and
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7 WHEREAS, the City Council of the City of Las Vegas has considered the
8 findings that no other reasonable means of financing the Public Improvements on the Site are
9 available; and
10

11 WHEREAS, the City Council of the City of Las Vegas has considered the
12 undertakings of the Agency in connection with the Interlocal Cooperative Agreement attached
13 hereto as Exhibit A, which provides for the contribution of funds to City and reimbursement for
14 the costs to construct the Public Improvements, all as more fully set forth in the Agreement.
15

16 NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Board
17 of the Agency hereby finds that the Public Improvements constructed on the Union Park Master
18 Planned Development are in furtherance of the goals and objectives of the Redevelopment
19 Plan; and
20

21 RESOLVED FURTHER, that the Governing Board of the Agency hereby
22 approves the Interlocal Cooperative Agreement between the City of Las Vegas and the Agency,
23 the form of which is attached hereto as Exhibit “A”, and authorizes the execution of the
24 Interlocal Cooperative Agreement by the officers of the Agency.
25

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1 THE FOREGOING RESOLUTION and INTERLOCAL COOPERATIVE
2 AGREEMENT as referenced above were passed, adopted and approved this ____ day of
3 _____, 2009.
4

5 CITY OF LAS VEGAS
6 REDEVELOPMENT AGENCY
7

8 By: _____
9 OSCAR B. GOODMAN, Chairman

10 ATTEST:

11 _____
12 BEVERLY K. BRIDGES, CMC
13 SECRETARY

14 APPROVED AS TO FORM:

15 *V. Penick* 5/11/09
16 Date
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EXHIBIT A
INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this ____ day of May, 2009, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, ("City") a political subdivision of the State of Nevada:

W I T N E S S E T H:

WHEREAS, the City has entered into an agreement concerning the financing of public improvements within the Union Park Master Planned Development; and

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 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area, including, without limitation, furnishing, dedicating, paving, grading, and planning streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, 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 agency; and;

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the governing body 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 City has constructed new streets, curbs, gutters and underground utilities (“Public Improvements”) in the Union Park Master Planned Development located in downtown Las Vegas, as well as, the Las Vegas Redevelopment Area; and

WHEREAS, the City has issued bonds to be used, among other things, to construct public improvements in the city of Las Vegas (the “City of Las Vegas General Obligation Adjustable Rate Various Purpose Bonds, Series 2006C issued August 22, 2006”); and

WHEREAS, the City desired and was able to provide funding to construct the Public Improvements and said funding did not exceed Thirty-Two Million Dollars (\$32,000,000).

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. The RDA and the City acknowledge and agree that construction of the Public Improvements was funded with proceeds from the City of Las Vegas General Obligation Adjustable Rate Various Purpose Bonds, Series 2006C issued August 22, 2006 (“City Bond Funds”).
2. The RDA will reimburse the City a sum not to exceed Thirty-Two Million Dollars (\$32,000,000) plus accrued interest from any Tax Increment Revenue which it receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money to the RDA. This repayment shall be completed by no later than September 30, 2030. The reimbursement to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).
3. The Agency’s obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements (such existing and future indebtedness and other financial obligations are herein referred to as the “Superior Lien Obligations”).
4. The Agency hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b)(1) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.
5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the Bonds and such other bonds.
6. 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.

7. 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.
8. 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.
9. 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.
10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
11. 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.
12. 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.
13. By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.
14. 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
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the County at the above addresses.

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

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

(SEAL)

By _____
Oscar B. Goodman, Chairman

ATTEST:

Beverly Bridges, CMC, Secretary

APPROVED AS TO FORM:

Date

CITY OF LAS VEGAS, NEVADA

(SEAL)

By _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

Date

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this ____ day of May, 2009, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, ("City") a political subdivision of the State of Nevada:

WITNESSETH:

WHEREAS, the City has entered into an agreement concerning the financing of public improvements within the Union Park Master Planned Development; and

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 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area, including, without limitation, furnishing, dedicating, paving, grading, and planning streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, 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 agency; and;

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the governing body 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 City has constructed new streets, curbs, gutters and underground utilities (“Public Improvements”) in the Union Park Master Planned Development located in downtown Las Vegas, as well as, the Las Vegas Redevelopment Area; and

WHEREAS, the City has issued bonds to be used, among other things, to construct public improvements in the city of Las Vegas (the “City of Las Vegas General Obligation Adjustable Rate Various Purpose Bonds, Series 2006C issued August 22, 2006”); and

WHEREAS, the City desired and was able to provide funding to construct the Public Improvements and said funding did not exceed Thirty-Two Million Dollars (\$32,000,000).

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. The RDA and the City acknowledge and agree that construction of the Public Improvements was funded with proceeds from the City of Las Vegas General Obligation Adjustable Rate Various Purpose Bonds, Series 2006C issued August 22, 2006 (“City Bond Funds”).
2. The RDA will reimburse the City a sum not to exceed Thirty-Two Million Dollars (\$32,000,000) plus accrued interest from any Tax Increment Revenue which it receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money to the RDA. This repayment shall be completed by no later than September 30, 2030. The reimbursement to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).
3. The Agency’s obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements (such existing and future indebtedness and other financial obligations are herein referred to as the “Superior Lien Obligations”).
4. The Agency hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b)(1) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.
5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the Bonds and such other bonds.
6. 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.

7. 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.
8. 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.
9. 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.
10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
11. 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.
12. 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.
13. By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.
14. 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
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the County at the above addresses.

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

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

(SEAL)

By _____
Oscar B. Goodman, Chairman

ATTEST:

Beverly Bridges, CMC, Secretary

APPROVED AS TO FORM:

 5/11/09
Date

CITY OF LAS VEGAS, NEVADA

(SEAL)

By _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

 5/11/09
Date

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT, ACTING

SUBJECT:

RESOLUTIONS:

RA-9-2009 - Discussion and possible action regarding a Resolution finding the project proposed by the Interlocal Cooperative Agreement by and between the City of Las Vegas Redevelopment Agency (RDA) and City of Las Vegas, Nevada, a political subdivision of the State of Nevada, for the projects concerning the Union Park Master Planned Development and the Museum of Organized Crime and Law Enforcement (300 Stewart Avenue) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the execution of the Interlocal Cooperative Agreement by the RDA (\$15,000,000 plus accrued interest – RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 83 (R-35-2009)]

Fiscal Impact

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No Impact

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Augmentation Required

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Budget Funds Available

Amount: \$15,000,000 plus accrued interest

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:

Construction of the public improvements for the Museum of Law Enforcement and Organized Crime and also Union Park Master Planned Development will be funded with a portion of the proceeds from an Interfund Loan from the City of Las Vegas Sanitation Fund. These projects are within the boundaries of the Redevelopment Area. The RDA will reimburse the City a sum not-to-exceed Fifteen Million Dollars (\$15,000,000), plus accrued interest from any Tax Increment Revenue, which it receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money to the RDA. This repayment shall be completed by no later than September 30, 2030. The reimbursement to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

RECOMMENDATION:

Approval, and authorization for the RDA to execute the Interlocal Cooperative Agreement.

BACKUP DOCUMENTATION:

1. Resolution No. RA-9-2009
2. Interlocal Cooperative Agreement

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1 facilities or any other works it is otherwise empowered to undertake, to be furnished adjacent to
2 or in connection with redevelopment projects; and

3 WHEREAS, the City Council of the City of Las Vegas has considered the
4 findings that (1.) the construction of new streets, curbs, gutters and underground utilities (the
5 “UP Public Improvements”) in the Union Park Master Planned Development; and (2.) causing
6 recreational and community facilities or any other works in connection with the former federal
7 U.S. courthouse to be constructed into a museum (the “Museum Improvements”) (collectively
8 the “Public Improvements”), which are both of benefit to the Redevelopment Area or the
9 immediate neighborhood in which the Redevelopment Area is located; and
10

11 WHEREAS, the City Council of the City of Las Vegas has considered the
12 findings that no other reasonable means of financing the Public Improvements are available;
13 and
14

15 WHEREAS, the City Council of the City of Las Vegas has considered the
16 undertakings of the Agency in connection with the Interlocal Cooperative Agreement attached
17 hereto as Exhibit A, which provides for the contribution of funds to City and reimbursement for
18 the costs to construct the Public Improvements, all as more fully set forth in the Agreement.
19

20 NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Board
21 of the Agency hereby finds that the Public Improvements to be constructed are in furtherance
22 of the goals and objectives of the Redevelopment Plan; and
23

24 RESOLVED FURTHER, that the Governing Board of the Agency hereby
25 approves the Interlocal Cooperative Agreement between the City of Las Vegas and the Agency,
26 the form of which is attached hereto as Exhibit “A”, and authorizes the execution of the
27 Interlocal Cooperative Agreement by the officers of the Agency.
28

1 THE FOREGOING RESOLUTION and INTERLOCAL COOPERATIVE
2 AGREEMENT as referenced above were passed, adopted and approved this ____ day of
3 _____, 2009.
4

5 CITY OF LAS VEGAS
6 REDEVELOPMENT AGENCY
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8 By: _____
9 OSCAR B. GOODMAN, Chairman

10 ATTEST:

11 _____
12 BEVERLY K. BRIDGES, CMC
13 SECRETARY

14 APPROVED AS TO FORM:

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16 5/12/09
17 Date
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INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this ____ day of May, 2009, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, ("City") a political subdivision of the State of Nevada:

W I T N E S S E T H:

WHEREAS, the City has entered into an agreement concerning the financing of public improvements within the Union Park Master Planned Development; and

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 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area, including, without limitation, furnishing, dedicating, paving, grading, and planning streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, 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 agency; and;

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the governing body 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 City has entered into an agreement concerning the financing of public improvements within the Union Park Master Planned Development; and

WHEREAS, the City has constructed new streets, curbs, gutters and underground utilities (“UP Public Improvements”) in the Union Park Master Planned Development located in downtown Las Vegas, as well as, the Las Vegas Redevelopment Area; and

WHEREAS, the City has acquired the former U.S. federal courthouse and proposes to construct and rehabilitate the courthouse building into a museum (“Museum Public Improvements”) for the benefit of residents and tourists in the city of Las Vegas; and

WHEREAS, the City desires to obtain financing with an interfund loan from the City’s Sanitation Fund which will be used, among other things, to construct the UP Public Improvements and the Museum Public Improvements (collectively the “Public Improvements”) and said funding will not exceed Fifteen Million Dollars (\$15,000,000).

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. The RDA and the City acknowledge and agree that construction of the Public Improvements will be funded with a portion of the proceeds from an interfund loan from the City of Las Vegas Sanitation Fund (“Interfund Loan”).
2. The RDA will reimburse the City a sum not to exceed Fifteen Million Dollars (\$15,000,000) plus accrued interest from any Tax Increment Revenue which it receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money to the RDA. This repayment shall be completed by no later than May 1, 2019. The reimbursement to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).
3. The Agency’s obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements (such existing and future indebtedness and other financial obligations are herein referred to as the “Superior Lien Obligations”).
4. The Agency hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b)(1) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the Bonds and such other bonds.
6. 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.
7. 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.
8. 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.
9. 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.
10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
11. 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.
12. 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.
13. By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

14. 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
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the County at the above addresses.

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

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

(SEAL)

By _____
Oscar B. Goodman, Chairman

ATTEST:

Beverly Bridges, CMC, Secretary

APPROVED AS TO FORM:

J. Penicelli 5/12/09
Date

CITY OF LAS VEGAS, NEVADA

(SEAL)

By _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

J. Penicelli 5/12/09
Date

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT, ACTING

SUBJECT:

Discussion and possible action regarding a Second Amendment to Parking License Agreement between FAEC Holdings Wirrulla, LLC, and the City of Las Vegas Redevelopment Agency (RDA) concerning performance obligation tied to the one hundred fifty (150) general access parking pass cards issued for the CBS Star Trek Experience Venue in the structured parking garage beneath Neonopolis, located at 450 Fremont Street - Ward 5 (Barlow)

Fiscal Impact

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No Impact

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Augmentation Required

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Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Under the First Amendment, the RDA granted an additional one hundred fifty (150) general access pass cards to offer unreserved free parking for the CBS Star Trek Experience Venue. The RDA wishes to amend the default date through May 1, 2010.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Second Amendment to Parking License Agreement
2. Disclosure of Principles

**SECOND AMENDMENT TO PARKING LICENSE AGREEMENT
BETWEEN
FAEC HOLDINGS WIRRULLA, LLC AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY**

THIS SECOND AMENDMENT TO PARKING LICENSE AGREEMENT ("Second Amendment"), entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community redevelopment laws of the State of Nevada, ("Licensor" or "RDA"), and FAEC HOLDINGS WIRRULLA, a Delaware limited liability company ("Licensee").

RECITALS:

WHEREAS, the parties entered into a Parking License Agreement on the 15th day of October, 2008, under which the Licensor granted Fifty (50) general access parking pass cards ("Cards"), to Licensee, as the air rights owner of the retail development commonly known as "Neonopolis", for its tenants, employees and invited guests, located at 450 Fremont Street, Las Vegas, Nevada, whose location is shown on the Site Map, Exhibit "A" attached hereto, and;

WHEREAS, the parties entered in a First Amendment to the Parking License Agreement ("First Amendment") on January 7, 2009 in order to amend the Parking License Agreement to provide for an additional One Hundred Fifty (150) Cards for use in the RDA's subterranean parking garage located under the Neonopolis retail development (the "Property") (the Parking License Agreement and First Amendment to be referred to collectively as the "Agreement").

WHEREAS, the parties desire to amend the Agreement to provide for a modification in the default period.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. This *Second Amendment to Parking License Agreement* shall be effective upon the date of execution by the City of Las Vegas Redevelopment Agency.
2. This *Second Amendment to Parking License Agreement* does not alter or modify the Reciprocal Easement Agreement ("REA") First Amendment dated June 9, 2006, Section 2.17, Reimbursement of Future Utility Costs and Pro Rata Costs, or any future amendments to the REA.

3. Section 4, Termination, second paragraph, subsection (a) shall be deleted and replaced with the following:

(a) the ***CBS Star Trek Experience*** multi-venue attraction fails to open its first phase by May 1, 2010;

4. All other provisions of the Parking License Agreement and First Amendment that are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Second Amendment on the day and year first above written.

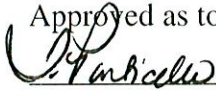
CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
("LICENSOR")

By: _____
OSCAR B. GOODMAN
Chairman

ATTEST:

Beverly K. Bridges, Secretary

Approved as to form:

 _____
Date 5/12/09

FAEC HOLDINGS WIRRULLA
("LICENSEE")

By:  _____
DHARMESH BHANABHAI
Member

ACKNOWLEDGMENTS

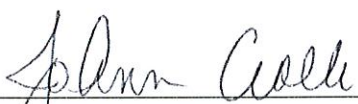
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 11 day of May, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DHARMESH BHANABHAI, who acknowledged that he/she executed the above instrument.



NOTARY PUBLIC, in and for said
County and State

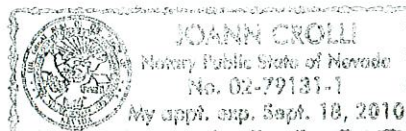


Exhibit A



APN: 139-34-513-000

0 80 160 320 Feet

11/13/2008

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"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, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, 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.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or 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 Certificate. This notification shall be made within fifteen (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 contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u>
FAEC Holdings Wirrulla, LLC	
Name	Dharmesh Bhanabhai
Address	450 Fremont St., #285.
Telephone	702-243-0654
EIN or DUNS	20-8847905

Block 2	Description
Subject Matter of Contract/Agreement: Second Amendment to Parking License Agreement	
RFP #:	N/A

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Dharmesh Bhanabhai	450 Fremont St, Suite 285, Las Vegas, NV 89101	702-243-0654
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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: N/A

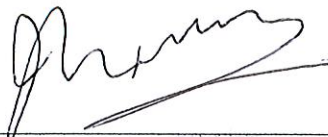
Block 5 **Disclosure of Ownership and Principals - Alternate**

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 in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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



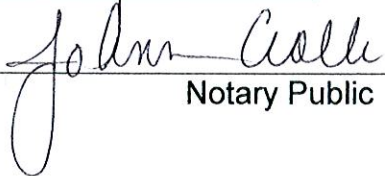
Name

5/11/09

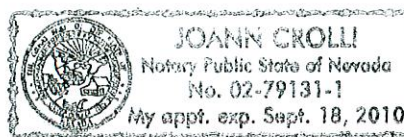
Date

Subscribed and sworn to before me this 11th
day of

May, 2009.



Notary Public



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: MAY 20, 2009

SUBJECT:

AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

