RESOLUTION NO. RA-2-2011

RESOLUTION FINDING THE PROJECT PROPOSED BY THE AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CITY OF LAS VEGAS, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("CITY") FOR THE PROJECTS CONCERNING THE SYMPHONY PARK MASTER PLANNED DEVELOPMENT AND THE MUSEUM OF LAW ENFORCEMENT AND ORGANIZED CRIME TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE AGENCY.

WHEREAS, on March 5, 1986, the City of Las Vegas Redevelopment Agency (the "Agency") adopted 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, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the 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, installing, grading or planning streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake and causing recreational or community facilities or any other works it is otherwise empowered to undertake, to be furnished adjacent to or in connection with redevelopment projects; and

WHEREAS, the City Council of the City has considered the findings that (1.) the construction of new streets, curbs, gutters and underground utilities (the "SP Public Improvements") in the Symphony Park Master Planned Development; and (2.) causing recreational and community facilities or any other works in connection with the former federal U.S. courthouse to be constructed into a museum (the "Museum Improvements") (collectively the "Public Improvements"), which are both of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City has considered the findings that no other reasonable means of financing the Public Improvements are available; and

WHEREAS, the City Council of the City has considered the undertakings of the Agency in connection with the Agreement attached hereto as Exhibit A; and

WHEREAS, in 2009 the City approved an interfund loan from its Sanitation Enterprise Fund to its Capital Improvements Fund in the amount of $15,000,000 in order to fund the Public Improvements (the "Interfund Loan"); and

WHEREAS, it was the intent of the City and the Agency that the Agency use available Agency revenues to repay the costs of the Public Improvements through the Interfund Loan; and

WHEREAS, in order to clarify that the Agency is the obligated party for repayment of costs of the Public Improvements financed through the Interfund Loan, the City and the Agency have proposed executing and delivering the Agreement pursuant to which the City will loan $15,472,192 from its Sanitation Enterprise Fund to the Agency (the "RDA Loan"); and

. . .

WHEREAS, the Agency will use the proceeds received from the RDA Loan to pay the City's Capital Improvements Fund for the costs of the Public Improvements and unpaid interest due on the Interfund Loan; and

WHEREAS, the City will use such moneys paid by the Agency to the City's Capital Improvements Fund to repay the Interfund Loan in its entirety; and

WHEREAS, the Agency has previously issued its "City of Las Vegas Redevelopment Agency Tax Increment Revenue Bonds, Series 2009A" in the original aggregate principal amount of $85,000,000 (the "2009A Bonds") which are payable in part from the non-housing portion of the tax increment revenue which the Agency receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 (the "Tax Increment Revenue") or out of any other available moneys of the Agency; and

WHEREAS, the Indenture of Trust dated March 15, 2009 (the "Indenture"), pursuant to which the 2009A Bonds were issued, provides that the Agency may issue or enter into obligations with a lien on the Pledged Revenues (as such term is defined in Indenture and which term includes the Tax Increment Revenue) which is subordinate to the lien thereon securing the 2009A Bonds for any lawful purpose so long as no Event of Default (as such term is defined in the Indenture) has occurred; and

WHEREAS, no Event of Default has occurred and the Agency is authorized to pledge the Tax Increment Revenue to the repayment of RDA Loan and the lien thereon securing such pledge 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 including, but not limited to, the 2009A Bonds; and

WHEREAS, the City Council of the City has considered the proposed form of the Agreement attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Board of the Agency hereby finds that the Public Improvements to be constructed and the financing thereof through the RDA Loan are in furtherance of the goals and objectives of the Redevelopment Plan; and

RESOLVED FURTHER, that the Governing Board of the Agency hereby approves the Agreement in substantially the form attached hereto as Exhibit "A," and authorizes the execution of the Agreement by the appropriate officers of the Agency.

THE FOREGOING RESOLUTION and AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT as referenced above were passed, adopted and approved this 16th day of February, 2010.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

ATTEST:

____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

J. Ponticello
____
Date 2/8/11

EXHIBIT "A"
AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this _____ day of February, 2011, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, (the "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 Symphony Park Master Planned Development; and

WHEREAS, on March 5, 1986, the Agency adopted 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 the Agency, with the consent of the City Council of the City (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 Agency; 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 City has constructed new streets, curbs, gutters and underground utilities ("SP Public Improvements") in the Symphony 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 Pubic Improvements" and collectively with the SP Public Improvements, the "Public Improvements") for the benefit of residents and tourists in the City; and

WHEREAS, the City has previously financed the Public Improvements through an interfund loan from the City's Sanitation Enterprise Fund to the City's Capital Improvements Fund in the principal amount of $15,000,000 (the "Interfund Loan"); and

WHEREAS, pursuant to NRS 279.432(6), the City is authorized to purchase bonds of the Agency; and

WHEREAS, it was the intent of the City and the Agency to use available Agency revenues to repay the costs of the Public Improvements through the Interfund Loan and unpaid interest due on the Interfund Loan; and

WHEREAS, in order to clarify that the Agency is the obligated party for repayment of the costs of the Public Improvements financed through Interfund Loan, the City and the Agency have proposed executing and delivering this Agreement pursuant to which the City will loan $15,472,192 from its Sanitation Enterprise Fund to the Agency (the "RDA Loan"); and

WHEREAS, the Agency will use the proceeds of the RDA Loan to pay the City's Capital Improvements Fund for the costs of the Public Improvements and unpaid interest due on the Interfund Loan; and

WHEREAS, the City will use the moneys received from the Agency pursuant to the preceding paragraph to repay the Interfund Loan in its entirety.

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 Agency and the City acknowledge and agree that construction of the Public Improvements will be funded with the proceeds of the RDA Loan and such proceeds will be used to repay the Interfund Loan in its entirety.

2. On the date hereof, the City will loan the Agency $15,472,192.

3. The obligations of the Agency pursuant to the RDA Loan shall be represented by the a bond in the form attached hereto as Exhibit "A."

4. The Agency's obligation to repay the RDA Loan 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 including, but not limited to, the Agency's outstanding "City of Las Vegas Redevelopment Agency Tax Increment Revenue Bonds, Series 2009A" in the original aggregate principal amount of $85,000,000 (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations").

5. 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.

6. This Agreement is for the benefit of the Parties only. No person or entity is intended to ever be a third party beneficiary of this Agreement.

7. 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.

8. 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.

9. 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.

10. 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

11. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

12. 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.

13. 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.

14. By approving and executing this Agreement, the City has authorized and consented to undertakings of the Agency and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

15. Any notice or other communication hereunder shall be transmitted to the attention 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 City Manager of the City and to the attention of the Chief Operations Officer of the Agency at the above addresses.

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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, MMC, Secretary

APPROVED AS TO FORM:

____

Date:

CITY OF LAS VEGAS, NEVADA

(SEAL)

By ______________________________

Oscar B. Goodman, Mayor

ATTEST:

____

Beverly Bridges, MMC, City Clerk

APPROVED AS TO FORM:

____

Date:

EXHIBIT A

Form of Bond

UNITED STATES OF AMERICA
STATE OF NEVADA

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TAX INCREMENT REVENUE SUBORDINATE LIEN BOND, SERIES 2011

No. 1 **$15,472,192**

Interest Rate **Dated As of**

3.00% **February 17, 2011**

REGISTERED OWNER: CITY OF LAS VEGAS, NEVADA

PRINCIPAL AMOUNT: FIFTEEN MILLION FOUR HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED NINETY TWO DOLLARS

The City of Las Vegas Redevelopment Agency, Las Vegas, Nevada (the "Agency"), for value received hereby promises, solely out of funds available for the purpose as hereinafter set forth, to pay to the registered owner hereof specified above the principal amount specified above. The Bond shall bear interest on the unpaid principal amount hereof from the date of delivery of the Bond at the rate of interest per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months). The principal of and interest on the Bond shall be payable annually on the following dates and in the following amounts:

Date	Interest Amount	Principal Amount
2/17/12	$464,166	$-0-
2/17/13	464,166	-0-
2/17/14	464,166	-0-
2/17/15	464,166	-0-
2/17/16	464,166	-0-
2/17/17	464,166	2,825,319
2/17/18	379,406	2,895,912
2/17/19	292,529	2,982,790
2/17/20	203,045	3,072,273
2/17/21	110,877	3,695,898

Installments of principal and interest on this Bond shall be in lawful money of the United States of America by cash, check, draft or wire transfer. The final payment of principal and interest on this Bond is payable upon presentation and demand.

The principal of this Bond may be prepaid by the Agency in whole or in part on any date at a price equal to the principal amount so prepaid plus accrued interest to the prepayment date.

The principal of and interest on this Bond shall be payable from any non-housing Tax Increment Revenue which the Agency receives pursuant to paragraph 1(b) of subsection 1 of NRS

279.676 or out of any other available moneys of the Agency. The Agency has pledged such tax increment Revenue to the repayment of this Bond. The lien of such pledge is subordinate and junior to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes, or agreements. This Bond shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

It is hereby certified, recited and warranted that all of the requirements of law have been fully complied with by the proper officers of the Agency in the issuance of this Bond.

No recourse shall be had for the payment of the principal and interest of this Bond, against any individual member of the Agency or any officer or other agent of the Agency, past, present, or future, either directly or indirectly through the Agency, or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, City of Las Vegas Redevelopment Agency, Nevada, has caused this Bond to be executed in its name with the manual signature of the Chairman, to be attested with the manual or facsimile signature of the Agency Secretary, and has caused a manual or facsimile impression of the seal of the Agency to be affixed hereon.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By ______________________________
Chairman

ATTEST:

By: ______________________
Secretary

[SEAL]