

Carolyn G. Goodman, Mayor (At-Large)  
Brian Knudsen, Mayor Pro Tem (Ward 1)  
Victoria Seaman (Ward 2)  
Olivia Díaz (Ward 3)  
Francis Allen-Palenske (Ward 4)  
Cedric Crear (Ward 5)  
Nancy E. Brune (Ward 6)



City Manager Jorge Cervantes  
City Attorney Bryan K. Scott  
City Clerk LuAnn D. Holmes

## Redevelopment Agency Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011  
City of Las Vegas Internet Address: [www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

**May 17, 2023**  
**8:50 AM**

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at [www.lasvegasnevada.gov](http://www.lasvegasnevada.gov).

Online comments can also be submitted via the City's website at [www.lasvegasnevada.gov/councilcomment](http://www.lasvegasnevada.gov/councilcomment) during the Redevelopment Agency meeting. All comments received during the meeting will be considered public record, read where appropriate and included in the backup. Comments received on a Public Hearing item after action has been taken will not be read but will be included in the backup. A time limit may be imposed on the comments read for the record.

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Redevelopment Agency Meeting, as well as all other KCLV programming, can be viewed on the internet at [www.kclv.tv/live](http://www.kclv.tv/live). The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

Note: Cellular phones are to be turned off during the Redevelopment Agency Meeting.

### **AGENDA**

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Public comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.
4. For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency Meeting of April 19, 2023
5. Discussion for possible action regarding the Fourth Amended and Restated Cooperation Agreement between the City of Las Vegas (City) and the City of Las Vegas Redevelopment Agency (Agency) in which the City will provide the Agency staff assistance, supplies and services and Agency will reimburse the City for all costs incurred for

services (\$3,000,000 - RDA Special Revenue Fund) - Redevelopment Area 1 and Redevelopment Area 2 - Wards 1, 3 and 5 (Knudsen, Diaz, Crear) [NOTE: This item is related to City Council Item 12]

## **CITIZENS PARTICIPATION**

6. 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.

Facilities are provided throughout City Hall for the convenience of persons with disabilities. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS  
IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN NRS 241.020:

The City of Las Vegas website – [www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

The Nevada Public Notice website – [notice.nv.gov](http://notice.nv.gov)

City Hall, 495 South Main Street, 1st Floor



**AGENDA SUMMARY PAGE**  
**Redevelopment Agency**  
**Meeting of: May 17, 2023**

Agenda Item No.:  
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**SUBJECT:**  
Call to Order



**AGENDA SUMMARY PAGE**  
**Redevelopment Agency**  
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**SUBJECT:**

Announcement Regarding: Compliance with Open Meeting Law



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**Meeting of: May 17, 2023**

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**SUBJECT:**

Public comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.



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**DEPARTMENT: City Clerk**  
**DIRECTOR: LuAnn Holmes**

**DISCUSSION**

**SUBJECT:**

For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency Meeting of April 19, 2023



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**Redevelopment Agency**  
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Agenda Item No.:  
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**DEPARTMENT: Economic & Urban Development**  
**DIRECTOR: Ryan Smith**

**DISCUSSION**

**SUBJECT:**

Discussion for possible action regarding the Fourth Amended and Restated Cooperation Agreement between the City of Las Vegas (City) and the City of Las Vegas Redevelopment Agency (Agency) in which the City will provide the Agency staff assistance, supplies and services and Agency will reimburse the City for all costs incurred for services (\$3,000,000 - RDA Special Revenue Fund) - Redevelopment Area 1 and Redevelopment Area 2 - Wards 1, 3 and 5 (Knudsen, Diaz, Crear) [NOTE: This item is related to City Council Item 12]

**FISCAL IMPACT:**

Budget Funds Available

Amount: \$3,000,000

Funding Source: RDA Special Revenue Fund

Dept./Division: Economic and Urban Development/Redevelopment Agency

**PURPOSE/BACKGROUND:**

The City and Agency agree to amend and restate the Cooperation Agreement whereby the City agrees to provide the Agency staff assistance, supplies, and technical services as well as other services and facilities of the City as the Agency may require. "Exhibit A" of the Restated Agreement delineates the schedule of activities and services for FY2024. The activities and services in the Redevelopment Area which are to be provided by the City for the Agency are: Downtown Public Safety and Downtown Homeless Services. Pursuant to NRS Section 279.680, the Agency hereby agrees to reimburse the City for all costs incurred for services by the City to the extent that funds are available to the Agency. By approving and executing this Restated Agreement, the board is authorizing and consenting to the undertakings of the City and finding that these actions are in compliance with and in furtherance of the Redevelopment Plan.

**RECOMMENDATION:**

Staff recommends approval and to authorize the Chairman of the RDA to execute all related documents as required, following approval as to form by the City Attorney

**BACKUP DOCUMENTATION:**

1. Fourth Amended and Restated Cooperation Agreement

## **FOURTH AMENDED AND RESTATED COOPERATION AGREEMENT**

THIS FOURTH AMENDED AND RESTATED COOPERATION AGREEMENT (“Restated Agreement”) is entered into as of the \_\_\_<sup>th</sup> day of MAY, 2023, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (herein the “City”) and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a Public Body in the State of Nevada (herein the “Agency”). In this Restated Agreement, City and Agency may be referred to collectively as the “Parties,” and individually as a “Party.”

### **RECITALS**

A. Pursuant to the Community Redevelopment Law in NRS Chapter 279, the Agency is performing a public function of the City and may have access to services and facilities of the City.

B. The City and Agency entered into a Cooperation Agreement dated December 4, 1985 (“Cooperation Agreement”) which set forth activities, services and facilities which the City has rendered and made available to the Agency in furtherance of the functions of the Agency under the Community Development Law.

C. The Cooperation Agreement further provided that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by the City for and on behalf of the Agency.

D. The Agency and City desire to amend and restate the Cooperation Agreement to confirm and further specify the activities, services and facilities which the City will continue to render and make available to the Agency in furtherance of the functions of the Agency under Community Development Law.

NOW, THEREFORE, the City and Agency hereby agree to amend and restate the Cooperation Agreement as follows:

### **AGREEMENTS**

1. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants. Attached hereto as Exhibit “A” is a schedule of activities and services (the “Schedule of Activities and Services”) which the City will render and make available to the Agency in furtherance of the functions under Community Development Law during Fiscal Year 2024.

2. The City and Agency agree that the Schedule of Activities and Services shall be updated on an annual basis prior to the commencement of the next fiscal year of the City and Agency. The City Council of the City and the Governing Board of the Agency hereby designate and authorize the City Manager and Executive Director, respectively, to approve the annual Schedule of Activities and Services.

3. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency’s liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the

Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Restated Agreement. Such statement of costs may, but not required to, include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

4. Pursuant to NRS Section 279.680, the Agency hereby agrees to reimburse the City for all costs incurred for services by the City pursuant to this Restated Agreement from and to the extent that funds are available to the Agency for such purpose pursuant to NRS Section 279.676 or from other sources; provided, however, that the Agency shall have the sole and exclusive right to pledge any such sources of funds to the repayment of other indebtedness incurred by the Agency in carrying out the redevelopment project. The costs of the City under this Cooperation Agreement will be shown on statements submitted to the Agency pursuant to Section 3 above. Although the Parties recognize that repayment may also occur over a period of time, it is the express intent of the Parties that the City shall be entitled to repayment of the expenses incurred by the City under this Agreement, consistent with the Agency's financial ability, in order to make the City whole as soon as practically possible.

5. The obligations of the Agency under this Restated Agreement shall constitute an indebtedness of the Agency within the meaning of NRS Section 279.676.1 (b) of the Community Redevelopment Law.

6. This Restated 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 Restated Agreement except the owners of the Bonds and such other bonds.

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 Restated Agreement, this Restated Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Restated 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 Restated 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 Restated Agreement.

8. No failure or delay on the part of any Party to this Restated 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 Restated Agreement may have.

9. Time is of the essence to this Restated Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

10. This Restated Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Restated 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.

11. This Restated 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 Restated Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Restated 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 Restated 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 Restated Agreement, the City is Authorizing and Consenting to the 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 respective Managers of the Parties at the following addresses:

If to City:

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

And:

City Attorney Office  
495 South Main Street, 6<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Attn: John Ridilla

If to Agency:

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

And:

Counsel to the Agency  
495 South Main Street, 6<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Attn: John Ridilla

IN WITNESS WHEREOF, the Parties have executed this Restated Agreement as of the date first above written.

ATTEST:

CITY OF LAS VEGAS

\_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

ATTEST:

\_\_\_\_\_  
LuAnn D. Holmes, MMC, Secretary

By: \_\_\_\_\_  
Carolyn G. Goodman, Chair

APPROVED AS TO FORM:

*Crislove A. Igeleke* 5/3/23  
Date

Crislove A. Igeleke  
Deputy City Attorney

Fourth Amended and Restated Cooperation Agreement

RDA/City Council Meeting 5/17/2023

RDA Item \_\_\_ City Council Item \_\_\_

**EXHIBIT "A"**

**Schedule of Activities and Services  
Fiscal Year 2024**

Activities and services in the Redevelopment Area to be provided by the City for the Agency.

**I. Uses**

Downtown Public Safety	\$1,500,000
Downtown Homeless Services	\$1,500,000
<b>Total Services for Agency</b>	<b>\$3,000,000</b>



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**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.