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RESOLUTION NO. R-16-2025

**RESOLUTION AUTHORIZING A TEMPORARY INTERFUND LOAN IN THE
MAXIMUM AMOUNT OF \$136,000,000.00, FROM THE CITY OF LAS VEGAS SANITATION
ENTERPRISE FUND TO THE CITY OF LAS VEGAS LIABILITY INSURANCE AND
PROPERTY DAMAGE FUND, AND OTHER MATTERS PROPERLY RELATED THERETO.**

WHEREAS, CITY OF LAS VEGAS (the "City"), and 180 LAND CO LLC, a Nevada limited liability company ("180 Land Co"); FORE STARS, LTD., a Nevada limited liability company ("Fore Stars"); and SEVENTY ACRES LLC, a Nevada limited liability company ("Seventy Acres", and together with 180 Land Co and Fore Stars, "Seller") entered into that certain agreement dated December 24, 2024 (referred to herein as the "Agreement"), respecting the acquisition by the City from Seller of certain real property located near the intersection of Charleston Boulevard and Hualapai Way in Las Vegas, Nevada (referred to herein as the "Badlands Property"); and

WHEREAS, pursuant to the Agreement, upon the Closing of the transaction contemplated therein, the City will owe certain monetary amounts to the Seller; and

WHEREAS, the City's Liability Insurance and Property Damage Fund has limited cash resources; and

WHEREAS, the Liability Insurance and Property Damage Fund is seeking a temporary interfund loan in the total amount of up to One Hundred Thirty-Six Million Dollars (\$136,000,000) from the City's Sanitation Enterprise Fund; and

WHEREAS, pursuant to NAC 354.290 and NRS 354.6118, the City has the authority to make a temporary interfund loan from the City's Sanitation Enterprise Fund to the City's Liability Insurance and Property Damage Fund (the "Loan"); and

WHEREAS, the Loan is, by its terms, to be repaid in full within a year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to make the Loan, up to a maximum amount of \$136,000,000, bearing interest at a rate equivalent to what the loaned funds would have otherwise earned in the Sanitation Enterprise Fund during the borrowing period, pursuant to the form of the Unsecured Promissory Note attached hereto as Exhibit A (the "Note"), to assist in funding

1 certain potential amounts under the Agreement; and

2 WHEREAS, the City Council has determined that:

- 3 1. A properly noticed public hearing was held on March 5, 2025 in order to consider the Loan;
- 4 2. A sufficient amount of money is available in the Sanitation Enterprise Fund for the Loan and
the money is not restricted as to its use;
- 5 3. The Loan will not compromise the economic viability of the Sanitation Enterprise Fund;
- 6 4. The money for the Loan will not be obtained from the proceeds from the sale of a bond; and
- 7 5. The Loan is not made from a debt service fund or from a fund established or maintained as
a fund dedicated to the payment of bonded debt and interest.

8 NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY
9 COUNCIL OF THE CITY OF LAS VEGAS that based upon the findings and determinations set forth herein,
10 the Loan from the Sanitation Enterprise Fund to the Liability Insurance and Property Damage Fund in the
11 total amount of up to One Hundred Thirty-Six Million Dollars (\$136,000,000) is hereby authorized pursuant
12 to the terms of the Note.

13 BE IT FURTHER RESOLVED that the City shall file a copy of this Resolution with the Nevada
14 Department of Taxation.

15 BE IT FURTHER RESOLVED that the City agrees to notify the Nevada Department of Taxation
16 when the Loan has been repaid in full.

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1 BE IT FURTHER RESOLVED that the Director of Finance is hereby directed, if necessary, to
2 appropriate in the next annual budget all amounts required to be expended or estimated to be expended under
3 the Note.

4 BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon approval
5 and adoption.

6 PASSED, ADOPTED, AND APPROVED this 5th day of March, 2025.

7 CITY OF LAS VEGAS

8 BY Shelley Berkley
9 SHELLEY BERKLEY, Mayor

10 ATTEST:

11 Luann D. Holmes
12 DR. LUANN D. HOLMES, MMC
13 City Clerk

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15 APPROVED AS TO FORM Dimitri P. Dalacas
16 Dimitri P. Dalacas Chief Deputy City Attorney
17 Deputy City Attorney 2/18/2025 Date

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20 Resolution No. R- 14 -2025

City Council Meeting Date: March 5, 2025
Item No. 27

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23-1601.001.002

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NOTE
"EXHIBIT A"

UNSECURED PROMISSORY NOTE

Up to \$136,000,000.00

March 5, 2025
Las Vegas, Nevada

FOR VALUE RECEIVED, the CITY OF LAS VEGAS, a Nevada municipal corporation, by and through its Liability Insurance and Property Damage Fund, having a principal place of business at 495 South Main Street, Las Vegas, Nevada 89101 ("Maker"), promises to pay to the CITY OF LAS VEGAS, a Nevada municipal corporation, by and through its Sanitation Enterprise Fund ("Payee"), at its principal place of business at 495 South Main Street, Las Vegas, Nevada 89101, or at such other place as the Payee from time to time may designate in writing, a principal sum of up to One Hundred Thirty-Six Million and 00/100 Dollars (\$136,000,000.00) (the "Maximum Loan" or "Maximum Indebtedness"), subject to the Draws (as defined below) set forth in this Note, in lawful money of the United States of America, payable with interest thereon, in the manner specified in this Promissory Note (the "Note").

1. **NAC 354.290 and NRS 354.6118.** Payee has made a temporary interfund loan evidenced by this Note pursuant to, and in compliance with, the terms of NAC 354.290 and NRS 354.6118.

2. **Loan Draws; Maturity Date; Amortization Term.** Maker may, but shall have no obligation to, borrow from Payee up to the Maximum Indebtedness. Maker may borrow up to two (2) draws (each a "Loan Draw") from the Maximum Indebtedness on or before July 1, 2026. Maker may request each Loan Draw by written notice to Payee. The maturity date of each Loan Draw shall be on or before three hundred and sixty-four (364) days from the date that Payee pays such Loan Draw amount to Maker (each a "Maturity Date"). The entire outstanding principal balance of each Loan Draw, and all interest accrued thereon, shall be due and payable, in full, on the Maturity Date for such Loan Draw.

3. **Interest; No Prepayment Penalty.**

(a) The outstanding principal balance of a Loan Draw shall bear interest at a rate equivalent to what the Loan Draw funds would have otherwise earned in the Sanitation Enterprise Fund during the borrowing period.

(b) Maker shall have the right at any time to prepay all or any part of the outstanding principal balance under this Note, and interest accrued thereon, without penalty.

4. **Non-Recourse.** In no event shall any of Maker's direct or indirect directors, officers, partners, managers, members, shareholders, principals, elected officials, or employees, have any personal liability for the obligations under this Note.

5. **No Usury.** It is the intent of Maker and Payee to comply at all times with applicable usury laws. If at any time such laws would render usurious any amounts called for under this Note, then it is Payee's and Maker's express intention that such excess amount be immediately credited on the outstanding principal balance of this Note (or, if this Note has been fully paid, refunded promptly by Payee to Maker, and Maker shall accept such refund), and the provisions hereof be immediately deemed to be reformed and the amounts thereafter collectible hereunder reduced to comply with the then applicable laws, without the necessity of the execution of any further documents, but so as to permit the recovery of the fullest amount otherwise called for hereunder. Maker agrees, however, that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment (except

payments specifically stated in this Note to be "interest"), including, without limitation, late charges, shall be deemed to the extent permitted by law, to be an expense, fee or premium rather than interest.

6. **Authority.** Maker represents that Maker has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Note.

7. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Nevada (excluding choice of law rules thereof) and the applicable laws of the United States of America.

8. **Miscellaneous.**

(a) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(b) Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors, assigns, heirs, executors and administrators.

(c) A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

(d) The terms, provisions, covenants and conditions hereof shall be binding upon Maker and the heirs, devisees, representatives, successors and assigns of Maker.

(e) Payee shall not have the right to sell, transfer or assign this Note or any portion thereof or any interest therein to any person or for any reason, and any purported sale, transfer or assignment in violation of the foregoing prohibition shall be void and unenforceable against Maker.

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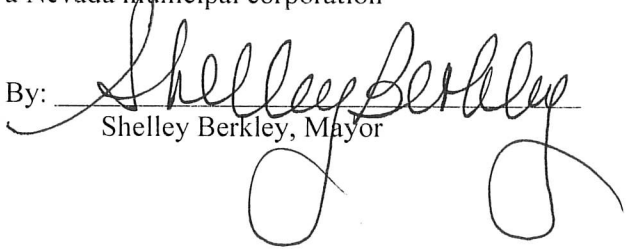
(f) Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(g) Time is of the essence of this Note.

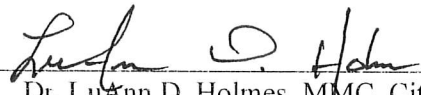
IN WITNESS WHEREOF, Maker has duly executed this Note on the day and year first above written.

MAKER:

CITY OF LAS VEGAS,
a Nevada municipal corporation

By: 
Shelley Berkley, Mayor

ATTEST:

By: 
Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Chief Deputy City Attorney

By:  2/18/2025
Deputy City Attorney Date