

RESOLUTION NO. R-22-2025

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS TRANSACTION DOCUMENTS RELATED TO THE ALLOCATION TO LAS VEGAS COMMUNITY INVESTMENT CORPORATION OF NEW MARKET TAX CREDITS AND THE SUBSEQUENT SUB-ALLOCATION OF A PORTION OF SUCH TAX CREDITS TO LVCIC SUB-CDE XII, LLC FOR THE PURPOSES OF DEVELOPING AND CONSTRUCTING CERTAIN IMPROVEMENTS ON THE PROPERTY LOCATED AT 300, 310 AND 320 S. 9TH STREET, LAS VEGAS, NEVADA 89101 AND COMMONLY KNOWN AS STRONG START ACADEMY ELEMENTARY SCHOOL AT THE TONY HSIEH EDUCATION CENTER AND RELATED AGREEMENTS THERETO ("TRANSACTION DOCUMENTS"); APPROVING THE EXECUTION AND DELIVERY OF THE TRANSACTION DOCUMENTS AND RELATED DOCUMENTS BY THE CITY OF LAS VEGAS, NEVADA AND CITY PARKWAY V, INC.; RATIFYING ACTIONS PREVIOUSLY TAKEN AND PERTAINING TO THE FOREGOING BY THE CITY, ITS OFFICERS AND EMPLOYEES AND PROVIDING FOR OTHER MATTERS RELATING THERETO

WHEREAS, the City of Las Vegas, a municipal corporation of the State of Nevada (the "City of Las Vegas"), Las Vegas Community Investment Corporation, a Nevada nonprofit corporation ("Allocatee"), LVCIC SUB-CDE XII, LLC, a Nevada limited liability company ("Sub-CDE"), and City Parkway V, Inc., a Nevada nonprofit corporation ("Lender"), desire to engage in transactions as more particularly described as follows (collectively, the "Transactions"):

WHEREAS, Allocatee received an allocation of New Markets Tax Credits ("NMTC") in the amount of \$60,000,000 from the Community Development Financial Institutions Fund of the United States Department of Treasury in the CY 2023 allocation round (the "Allocation"). On the date the Transactions are closed and funded (the "Closing Date"), (a) U.S. Bancorp Community Development Corporation, a Minnesota corporation ("USBCDC"), will make a capital contribution in an amount not to exceed \$2,737,800 to Twain Investment Fund 882, LLC, a Missouri limited liability company ("Fund"), in exchange for a 100% membership interest therein; (b) Lender will make a loan in the principal amount not to exceed \$6,352,200 to Fund (the "Fund Loan"); (c) Fund will use the proceeds of the USBCDC capital contribution and of the Fund Loan in accordance with the Amended and Restated Operating Agreement of Sub-CDE (the "Sub-CDE Operating Agreement") to make a capital contribution to Sub-CDE, in an amount not to exceed

1 \$9,000,000 in exchange for a 99.99% membership interest therein and pay a fee to Allocatee in an
2 amount not to exceed \$90,000; (d) in accordance with the Sub-CDE Operating Agreement,
3 Allocatee will make a capital contribution in an amount not to exceed \$900 to Sub-CDE in
4 exchange for a 0.01% membership interest therein; (e) Sub-CDE will make two (2) loans in the
5 aggregate principal amount not to exceed \$8,730,000 (the "Project Loans") to Strong Start
6 Academy Bridger, a Nevada nonprofit corporation ("Project Borrower"); and (f) Sub-CDE will
7 pay a fee in an amount not to exceed \$270,000 to Allocatee.

8 WHEREAS, Allocatee has sub-allocated from the Allocation an amount not to exceed
9 \$9,000,000 of NMTC authority to Sub-CDE, and Sub-CDE has designated Fund's capital
10 contribution in an amount not to exceed \$9,000,000 as a "qualified equity investment" (a "QEI").
11 The City of Las Vegas will lease to Project Borrower pursuant to that certain Site Lease certain
12 real property having addresses of 300, 310 and 320 S. 9th Street, Las Vegas, Nevada 89101 (the
13 "Property") and thereby Project Borrower will be the owner of a long-term leasehold interest in
14 the Property. Project Borrower intends to develop and construct certain improvements on the
15 Property (the "Building"), and then sublease the Building and the Property back to the City of Las
16 Vegas pursuant to that certain Lease Agreement, which will in turn sub-sublease the Building and
17 the Property to CLV Strong Start Academy Elementary Schools, Inc., a Nevada nonprofit
18 corporation ("Subtenant"), pursuant to that certain School Lease and any amendments thereto (the
19 "School Lease") for operation of an elementary school (the "Project"). Project Borrower will use
20 the proceeds of the Project Loans to finance the cost of developing and constructing the Project,
21 and the City of Las Vegas will complete the development and construction of the Project on the
22 Property on behalf of Project Borrower pursuant to that certain Building Construction Agreement.

23 WHEREAS, the Transactions are intended to provide financing for the Project in a manner
24 that entitles USBCDC to NMTCs pursuant to Section 45D of the Internal Revenue Code of 1986,
25 as amended (the "Code"). More specifically, Sub-CDE is designed to constitute a "qualified
26 community development entity," Fund's capital contribution to Sub-CDE is designed to qualify as
27 a QEI, Project Borrower is designed to qualify as a "qualified active low-income community
28 business," and the Project Loans are each designed to qualify as a "qualified low-income
community investment," as all of such terms are defined in Section 45D of the Code.

1 WHEREAS, Project Borrower has represented to the City of Las Vegas that Project
2 Borrower has made application to qualify for tax exempt status under Section 501(c)(3) of the
3 Internal Revenue Code.

4 WHEREAS, (a) Project Borrower pursuant to the Site Lease will provide to the residents
5 of the City of Las Vegas a service that the City of Las Vegas will otherwise have to expend
6 money to provide, (b) the Property pursuant to the Site Lease will be used by Project Borrower,
7 as well as Subtenant pursuant to the School Lease, to perform a service of value to members of
8 the general public, (c) the amount of rent to be paid by Project Borrower under the Site Lease is
9 the maximum amount of rent that Project Borrower is able to pay, and (d) the service to be
10 provided by Project Borrower pursuant to the Site Lease, and Subtenant pursuant to the School
11 Lease, will be of assistance to the Las Vegas Redevelopment Agency.

12 WHEREAS, as part of the Transactions, there have been filed with the City Clerk, the
13 forms of the following documents to be executed and delivered by the respective parties thereto
14 (the "Transaction Documents"):

15 City of Las Vegas Agreements. The following are agreements to be entered into directly
16 on or before the Closing Date by the City of Las Vegas (the "City Transaction Documents"):

- 17 (a) Site Lease by and between the City of Las Vegas, as lessor, and Project Borrower,
18 as lessee;
- 19 (b) Lease Agreement by and between the City of Las Vegas, as lessee, and Project
20 Borrower, as lessor;
- 21 (c) Memorandum of Lease by and between the City of Las Vegas and Project
22 Borrower;
- 23 (d) Building Construction Agreement by and between the City of Las Vegas and
24 Project Borrower;
- 25 (e) Cooperative Grant Agreement by and between the City of Las Vegas and Lender;
- 26 (f) Reimbursement and Compliance Agreement by and among the City of Las Vegas,
27 Lender and Project Borrower;
- 28 (g) Construction and Disbursing Escrow Agreement by and among the City of Las

Vegas, Sub-CDE, Project Borrower and USBCDC;

(h) Debarment Certificate; and

(i) Electronic Signatures Agreement by and among the City of Las Vegas and various other parties;

(j) Any instruments, agreements, certificates, and documents as may be required in connection with, or which are otherwise related to, the Transactions.

Lender Agreements. The following are agreements to be entered into on or before the Closing Date by Lender in connection with the Transactions (the “Lender Transaction Documents”):

(a) Fund Loan Agreement by and between Lender and Fund;

(b) Pledge Agreement by and between Lender and Fund;

(c) Investment Fund Put and Call Agreement by and between Lender and USBCDC;

(d) Cooperative Grant Agreement between Lender and the City of Las Vegas;

(e) Reimbursement and Compliance Agreement by and among Lender, City of Las Vegas and Project Borrower;

(f) Debarment Certificate;

(g) Electronic Signatures Agreement by and among Lender and various other parties;

(h) Strong Start Bridger FNMTC Transaction Flow of Funds Memorandum by and among Lender and various parties; and

(i) Any instruments, agreements, certificates, and documents as may be required in connection with, or which are otherwise related to, the Transactions.

RESOLVED, that (i) the Manager of Purchasing and Contracts for the City of Las Vegas or his/her designee (“City Purchasing and Contracts Manager”) is hereby authorized and directed to execute and deliver the GMP Construction Contract and (ii) the Mayor of the City of Las Vegas or her designee (the “Mayor”) is hereby authorized and directed, in the name of the City

1 of Las Vegas, to execute and deliver all of the other City Transaction Documents. The City
2 Purchasing and Contracts Manager or the Mayor shall be referred to herein as a "City Authorized
3 Representative."

4 RESOLVED FURTHER, the form, terms, and provisions of the various documents to
5 be executed and delivered to or with respect to the Transactions, including, without limitation
6 all City Transaction Documents, are hereby ratified, approved, and confirmed, and the
7 transactions described in and contemplated by the City Transaction Documents, are approved,
8 ratified, and confirmed.

9 RESOLVED FURTHER, that any and all of the City Transaction Documents may
10 contain such recitals, covenants, agreements, and other provisions as may be required and
11 the applicable City Authorized Representative may approve, and the execution of such
12 instruments, agreements, certificates, and documents by the applicable City Authorized
13 Representative shall be conclusive evidence of such approval, and that the applicable City
14 Authorized Representative is authorized from time to time to execute amendments,
15 modifications, waivers, renewals or extensions of any and all such instruments, agreements
16 and documents.

17 RESOLVED FURTHER, all actions previously taken by or on behalf of the City of Las
18 Vegas in connection with the Transactions and the City Transaction Documents are hereby
19 ratified, approved and confirmed, and no further action by or on behalf of the City of Las Vegas
20 or any other person is required.

21 RESOLVED FURTHER, the City approves the Lender entering into and performing the
22 obligations under the Lender Transaction Documents in substantially the forms of such
23 documents on file with the City Clerk, with only such changes therein as are required by the
24 circumstances and are not inconsistent herewith. The City authorizes each of Susan Heltsley,
25 Mike Janssen, Dina Babsky or their respective designees ("Lender's Authorized
26 Representative") to execute and deliver the documents on behalf of Lender as are required
27 hereby and any instruments, agreements, certificates, and documents as may be required in
28 connection with, or which are otherwise related to, the Transactions and which Lender's

1 Authorized Representative may approve, including opening any bank accounts necessary to
2 facilitate the Transactions.

3 RESOLVED FURTHER, all actions previously taken by or on behalf of Lender in
4 connection with the Transactions and the Lender Transaction Documents are hereby ratified,
5 approved and confirmed, and no further action by or on behalf of the Lender or any other person
6 is required.

7 RESOLVED FURTHER, that USBCDC and Fund are authorized to rely upon the
8 foregoing resolutions unless and until USBCDC and Fund receive written notice of
9 revocation, and that the authority hereby granted shall apply with equal force and effect to
10 the successors in office of the Authorized Representative.

11 RESOLVED FURTHER, the City authorizes the officers, employees, agents and
12 representatives of the City to take all action necessary or appropriate to effectuate the provisions
13 of this Resolution.
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15 RESOLVED FURTHER, the City approves the officers, employees, agents and
16 representatives of Lender to take all action necessary or appropriate to effectuate the provisions of
17 this Resolution.
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PASSED, ADOPTED AND APPROVED THIS _____ DAY OF APRIL, 2025.

CITY OF LAS VEGAS

By: _____
SHELLEY BERKLEY, Mayor

ATTEST:

DR. LUANN D. HOLMES, MMC, City Clerk

APPROVED TO FORM:

John S. Ridilla 3/19/24
Date

John S. Ridilla
Assistant City Attorney

Resolution No. R-____-2025

City Council Meeting _____
Item _____