

RESOLUTION NO. 4422  
(Resolution Approving the Funding Agreement for the Cornerstone Park Bridge)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA, APPROVING AN AGREEMENT WITH THE CITY OF HENDERSON REDEVELOPMENT AGENCY PROVIDING REDEVELOPMENT AGENCY FUNDING TO FUND THE CONSTRUCTION AND DESIGN COSTS FOR THE REPLACEMENT OF A PEDESTRIAN BRIDGE AT CORNERSTONE PARK, LOCATED GENERALLY AT 1600 WIGWAM PARKWAY AND IDENTIFIED AS CLARK COUNTY ASSESSOR'S PARCEL NUMBERS 178-16-601-005, 178-16-501--001, AND 178-16-510-002 WITHIN THE CORNERSTONE REDEVELOPMENT AREA, IN AN AMOUNT NOT TO EXCEED \$500,000.00.

- WHEREAS, the City of Henderson owns three parcels of real property, approximately 104 acres total, identified as accessor's parcel numbers 178-16-601-005, 178-16-510-002, and 178-16-501-001, which is located within the Cornerstone Redevelopment Project Area and generally known as Cornerstone Park; and
- WHEREAS, the Cornerstone Park is the single publicly owned and operating recreational amenity in the Cornerstone Redevelopment Area; and
- WHEREAS, the intent of this project is to design and construct a new pedestrian bridge (the "Project") that plays an integral component of the park trail system, which needs to be reconstructed to provide pedestrian connectivity as more fully described in the Funding Agreement between the City and the Agency attached hereto as Exhibit "A" (the "Agreement") consisting of four (4) pages; and
- WHEREAS, pursuant to Nevada Revised Statute 277.045, the City and the Redevelopment Agency may enter into cooperative agreements that include the payment of money; and
- WHEREAS, the City and the Redevelopment Agency agreed upon a Funding Agreement whereby the Redevelopment Agency will pay a portion of the cost associated with the Project in an amount not to exceed \$500,000.00; and
- WHEREAS, the Redevelopment Agency adopted a Resolution approving the Agreement on October 15, 2019; and
- WHEREAS, The City must also adopt a resolution approving the Agreement pursuant to NRS 277.045; and
- WHEREAS, the City is willing to accept the funding from the Redevelopment Agency in accordance with the Funding Agreement; and

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada that:

SECTION 1. The City is hereby authorized to accept payment for a portion of the cost associated with the Project in an amount not to exceed \$500,000.00.

SECTION 2. The City hereby approves the Funding Agreement attached hereto as Exhibit A, the terms of which are hereby incorporated by reference.

SECTION 3. The City hereby ratifies the execution of the Agreement by the City Manager/CEO, and any actions taken by City staff pursuant to the Agreement.

SECTION 4. The City Manager/CEO, or his designee, is hereby authorized to take any other actions as may be necessary or appropriate to effectuate the purpose of this Resolution.

SECTION 5. This Resolution is effective upon adoption unless stated otherwise in the notice.

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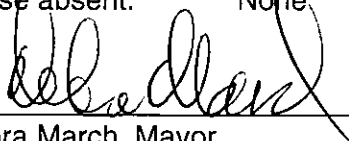
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Resolution Approving the Funding Agreement for the Cornerstone Park Bridge

PASSED, ADOPTED, AND APPROVED THIS 2<sup>ND</sup> DAY OF MARCH, 2021, BY THE  
FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:  
Debra March, Mayor  
Councilmembers:  
John F. Marz  
Michelle Romero  
Dan K. Shaw  
Dan H. Stewart

Those voting nay: None  
Those abstaining: None  
Those absent: None

  
\_\_\_\_\_  
Debra March, Mayor

ATTEST:

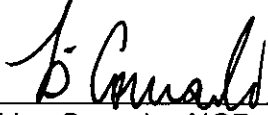
  
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Lisa Corrado, AICP, Interim City Clerk

Exhibit A  
FUNDING AGREEMENT BETWEEN THE CITY AND AGENCY

[See attached pages.]

## FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made as of October 15, 2019 ("Effective Date"), by and between **THE CITY OF HENDERSON**, a municipal corporation and political subdivision of the State of Nevada ("City"), and the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Agency"). The City and Agency are collectively referred to herein as the "Parties" or individually as a "Party."

### RECITALS

A. Agency is a Community Redevelopment Agency formed, existing and exercising its powers pursuant to the provisions of the Community Redevelopment Law, Nevada Revised Statute Sections 279.382 *et seq.*

B. On February 6, 2001, the City Council of the City of Henderson (the "City") adopted Ordinance No. 2037, adopting the Redevelopment Plan for the Cornerstone Redevelopment Project Area (the "Cornerstone Plan")

C. Agency is responsible for the implementation of the Redevelopment Plans in each of the respective redevelopment project areas (together, the "Redevelopment Areas").

D. The City is the owner of that certain real property commonly known as Assessor's Parcel Numbers 178-16-601-005, 178-16-510-002, and 178-16-501-001 located generally at 1600 Wigwam Parkway, Henderson (the "Property"), which is in the Project Area.

E. The City wishes to design and construct a pedestrian bridge at Cornerstone Park located at the Property (the "Project"), and the Agency wishes to provide funding to assist in the completion of the Project pursuant to the terms described herein (the "Funding").

F. Pursuant to NRS 277.045, the City and the Agency may enter into a cooperative agreement for the performance of any governmental function, including the payment of money.

G. The Agency has funds in its budget to supply the Funding and, pursuant to NRS 279.486(3), the Agency has determined by resolution that (a) the Project benefits the Redevelopment Areas; and (b) no other reasonable means of financing the Project is available.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Grantee agree that the foregoing recitals are true and correct and incorporated herein by this reference and as follows:

1. Funding Terms. The Funding made pursuant to this Agreement is solely for the purpose of paying up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) associated with the Project: the design and construction of a pedestrian bridge at Cornerstone Park to replace an existing pedestrian bridge that is submerged under water due to an increase in the water table of Cornerstone Lake (collectively, the "Eligible Costs"). The Funding shall not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Cap"), and the Parties acknowledge and agree

that the Agency shall not be responsible for any cost or expense of the Project beyond the Cap. If the City does not execute an agreement with a contractor or otherwise commence construction of the Project within one (1) year of the Effective Date, the Agreement shall be void. If any of the Eligible Costs are removed from the Project, or if any portion of the Funding is no longer required, the City will remit the unused balance to the Agency.

The City's Project Manager will provide a DocuSign document to the Redevelopment Agency Fiscal Administrator or designee for every progress payment detailing which portion will be charged to the Agency's budget and shall include backup documentation related to the progress payment.

2. Agency Liability. Agency's liability under this Agreement shall be limited to the Cap. The City shall be solely responsible for paying the City's engineering fees, contractors, subcontractors and suppliers and the costs of the Project and agrees to indemnify, defend and hold harmless the Agency from and against any claims arising out of any such failure to pay. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

3. Assignment. Neither Party shall assign, sublet or transfer its interest in this Agreement. Nothing herein creates any personal liability on the part of any officer or agent of a public body.

4. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

5. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6. Modification. All modifications to this Agreement are null and void unless reduced to writing and duly signed by the parties hereto with the same formality as this Agreement.

7. Entire Contract. This Agreement constitutes the entire agreement between the Parties with respect to the matters covered hereby.

8. Counterparts; Electronic Signature. Parties may execute this Agreement in counterparts and electronically. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

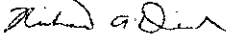
Date of Council Approval: October 15, 2019

"CITY"

**CITY OF HENDERSON, NEVADA,**

a municipal corporation and political subdivision of the State of Nevada

DocuSigned by:



Richard A. Derrick

City Manager/CEO

ATTEST:

DocuSigned by:



Sabrina Mercadante, MMC

City Clerk

APPROVED AS TO FORM:

DocuSigned by:



Nicholas G. Vaskov

City Attorney

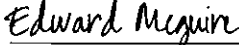
DS

**BPK**

CAO REVIEW

APPROVED AS TO CONTENT:

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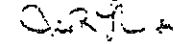


Ed McGuire

Director of Public Works

APPROVED AS TO FUNDING:

DocuSigned by:



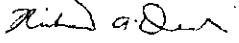
Jim McIntosh

Chief Financial Officer

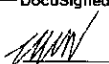
Date of Board Approval: October 15, 2019

“AGENCY”

**CITY OF HENDERSON REDEVELOPMENT AGENCY,**  
a public body corporate and politic

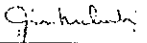
DocuSigned by:  
By:   
Richard A. Derrick  
Executive Director

APPROVED AS TO FORM:

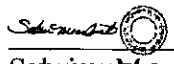
DocuSigned by:  
By:   
Nicholas G. Vaskov  
General Counsel

DS  
BRS  
CAO REVIEW

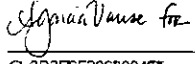
APPROVED AS TO FUNDING:

DocuSigned by:  
By:   
Jim McIntosh  
Treasurer

ATTEST:

DocuSigned by:  
By:   
Sabrina Mercadante, MMC  
Secretary

APPROVED AS TO CONTENT:

DocuSigned by:  
By:   
Stephanie Garcia-Vause, AICP  
Chief Strategy Officer,  
Assistant City Manager