

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART
CITY MANAGER'S CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
TUESDAY, JANUARY 18, 2000
3:00 P.M.
CORRECTED

REAL ESTATE COMMITTEE - COUNCILMEN REESE AND M. McDONALD

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of December 13, 1999.

NEW BUSINESS:

1. Discussion and possible action regarding the purchase contract between Priority One Commercial or nominee and Jerry A. Faiers for real property known as parcel number 163-04-607-003, located along the west side of Buffalo Drive, north of West Oakey Boulevard (\$547,000 plus closing cost - Capital Project Funds - Bond Proceeds)
2. Discussion and possible action regarding negotiation by Priority One Commercial on behalf of the City of Las Vegas for the purchase of real property for the future construction of a fire station (Not to exceed \$170,000 from the Fire Services CPF)

CITIZENS PARTICIPATION

ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

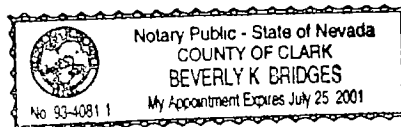
Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E Bonanza
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

(Mailing required under the provisions of NRS Chapter 241)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 13th day of **January, 2000**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **A Corrected Real Estate Committee Meeting** to be held on the 18th day of **January, 2000** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

City Clerk
DEPARTMENT

13th day of January, 2000
Benny K. Bricker
 NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

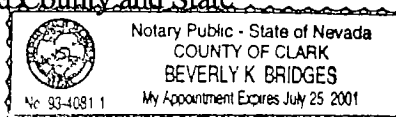
1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. In the Senior Citizens Center, 450 E. Bonanza Road;
3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office); and
5. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).


SIGNATURE

City Clerk
DEPARTMENT

this 13th day of January, 2000

Bernard K. Dwyer
NOTARY PUBLIC in and for said County and State



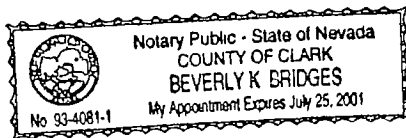
(Mailing required under the provisions of NRS Chapter 241)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 11th day of **January, 2000**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **A Real Estate Committee Meeting** to be held on the 18th day of **January, 2000** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

[Signature]

City Clerk
DEPARTMENT

11th day of January, 2000
Beverly K. Bruger
 NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

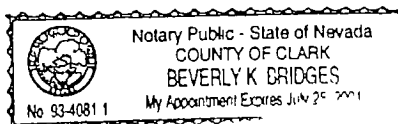
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2. In the Senior Citizens Center, 450 E. Bonanza Road;
3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office); and
5. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).


SIGNATURE

City Clerk
DEPARTMENT

this 12th day of January, 2000

Beverly K. Singer
NOTARY PUBLIC in and for said County and State



**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
TUESDAY, JANUARY 18, 2000**

CALL TO ORDER: Councilman McDonald called the meeting to order at 3.07 p m

ATTENDANCE: Michael McDonald, City Councilman
Teri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management
Doug Selby, Deputy City Manager

EXCUSED: Gary Reese, City Councilman

MINUTES:

The Minutes of the Regular meeting of December 13, 1999, were approved by reference

(3:07)
1-11

- 1 DISCUSSION AND POSSIBLE ACTION REGARDING THE PURCHASE CONTRACT BETWEEN PRIORITY ONE COMMERCIAL OR NOMINEE AND JERRY A FAIERS FOR REAL PROPERTY KNOWN AS PARCEL NUMBER 163-04-607-003, LOCATED ALONG THE WEST SIDE OF BUFFALO DRIVE, NORTH OF WEST OAKLEY BOULEVARD (\$547,000 PLUS CLOSING COST - CAPITAL PROJECT FUNDS - BOND PROCEEDS)

David Roark, Manager of Real Estate & Asset Management, stated that the City entered into a contract through Priority One Commercial to purchase property for a park site. The negotiated purchase price for this property was equal to the City's appraisal value. This parcel is among several parcels that the City intends to acquire in that area to add to the park site. Mr. Roark recommended approval.

Deputy City Attorney Terri Ponticello clarified that the action would be approval of the City as nominee under the purchase contract.

Tom McGowan, 720 South Casino Center Boulevard, Debbie Ford, 1700 Charles Lamb Court, Carolyn Stone, 1509 Ten Palm Court, and Cheryl Murone, 7808 Foothill Ash Avenue, appeared in support.

Councilman McDonald noted that a lot of work has been done in this area. The proposed parcel will be added to the land that has been designated for this park. As a representative of Ward 1, he had numerous discussions with the neighborhood and surrounding areas and it was their desire for this parcel to become part of the park. There will be another neighborhood meeting on February 1, 2000, at the West Charleston Library and he asked that Mr. Roark and the City Manager's Office attend. Councilman McDonald expressed his appreciation to the property owner for the contribution to the community and that he looks forward to a groundbreaking very soon. He thanked Mr. Roark and the City Manager's Office for the vision to put this together.

Mr. Roark submitted for the record 12 letters from area residents in support of the purchase.

There was no further discussion.

Councilman M. McDonald recommended that Item 1 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:07 - 3:11)
1-18

2. DISCUSSION AND POSSIBLE ACTION REGARDING NEGOTIATION BY PRIORITY ONE COMMERCIAL ON BEHALF OF THE CITY OF LAS VEGAS FOR THE PURCHASE OF REAL PROPERTY FOR THE FUTURE CONSTRUCTION OF A FIRE STATION (NOT TO EXCEED \$170,000 FROM THE FIRE SERVICES CPF)

David Roark, Manager of Real Estate & Asset Management, explained that this property is adjacent to two other parcels that the City has already purchased for a future fire station. The City did not try to acquire this particular site because it had a house with a barn and garage which would have been too expensive to demolish. However, the property is now empty due to a fire that totally destroyed the house. Since the house will be bulldozed and the property cleaned, the City wishes to go forward and negotiate a contract. This would enable the City to build a full service fire station. The area is in dire need of such a fire station.

Tom McGowan, 720 South Casino Center Boulevard, appeared in support.

There was no further discussion.

Councilman McDonald recommended that Item 2 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:11 - 3:13)
1-140

CITIZENS PARTICIPATION:

Tom McGowan, 720 South Casino Center Boulevard, stated that the two items on the Recommending Committee meeting, scheduled for 4:00 p.m., address two items of profound significance, whose benign outward appearance is misleading. It is up to the City Council to make sure that they are fully informed and act accordingly before they vote on both items for the public's best interest.

(3:13 - 3:15)
1-211

ADJOURNMENT:

The meeting adjourned at 3:15 p.m.

/ac

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 18, 2000

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

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CONSENT

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DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

Discussion and possible action regarding the purchase contract between Priority One Commercial or nominee and Jerry A. Faiers for real property known as parcel number 163-04-607-003, located along the west side of Buffalo Drive, north of West Oakey Boulevard (\$547,000 plus closing cost - Capital Project Funds - Bond Proceeds)

Fiscal Impact

☐

No Impact

Amount: \$547,000 + closing cost/escrow

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Budget Funds Available

Dept./Division: Bus Dev/Real Estate&Asset Mgmt

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Augmentation Required

Funding Source: Capital Project Funds - Bond Proceeds

PURPOSE/BACKGROUND:

In the spring of 2000, the City of Las Vegas anticipates that construction of a park will begin on 30 acres we have leased from the BLM. Staff is attempting to acquire an additional 15 acres of property contiguous to the 30 acres for inclusion in the park development plan. The contract before you for consideration is an acceptance by one property owner of an offer made for the purchase of his home and property. The offer made and accepted was equal to the City's appraisal value.

RECOMMENDATION:

Staff recommends approval of the contract as being the nominee to purchase.

BACKUP DOCUMENTATION:

1. Negotiation contract with Priority One Commercial (on behalf of the City of Las Vegas) and Jerry A. Faiers

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 28th day of December, 1999 by and between CYNTHIA A. INMAN and/or nominee (hereinafter referred to as "Buyer") and JERRY A. FAIERS (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel and (the "Property") consisting of approximately 0.65 acres on which residential single family home resides. The Property is located at the West Side of Buffalo Dr., 360 Feet N. of Oakey Boulevard and Buffalo Dr., Las Vegas, Nevada 89117. Plot Plan of the Property showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 163-04-607-003.

B. Seller has represented to Buyer that the Property is currently zoned R-E and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property. * (Purchase of complete Home).

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1 Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

2. Purchase Price The purchase price to be paid for Property and the improvements thereon shall be Five Hundred Twenty-Five Thousand and no/100 Dollars (\$ 525,000 00), all cash. Said sum shall be paid as follows:

(a) Buyer shall deposit Ten Thousand Dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period

(b) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties

(c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Five Hundred Fifteen Thousand and no/100 Dollars (\$515,000.00).

(d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to

terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. Upon approval, waiver or no notice given of Buyer's intentions with regard to the contingencies, the Deposits shall be immediately released to Seller without any further instruction required of Buyer.

3. Title to the Property. Title conveyed is to be subject to encumbrances, easements, rights of way, restrictions, conditions and covenants of record as shown on a current preliminary title report with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have **ten (10)** working days following receipt of said report to approve the condition of title, provided that if written disapproval is not received by Seller within said period, buyer shall be deemed to have accepted the condition of the title. Seller agrees to deliver, **good and merchantable** title as evidenced by an CLTA policy of title insurance. Buyer, at his option, may terminate this offer to purchase and his earnest money shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

4. Disclosure of Conditions. Buyer shall take title subject to declarations, covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, to be delivered to Buyer. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller **within ten (10) working days** of receipt by Buyer.

5. Escrow The purchase and sale provided for herein shall be consummated through an escrow to be opened with Angie Galindo at United Title of Nevada, within three (3) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

- (a) to close escrow within **Fifteen (15) days** from the expiration of the contingency period which shall be **March 6, 2000**. After closing Seller shall have until **April 6, 2000** to vacate Home and property.
- (b) Promptly after the opening of escrow, Seller shall cause to be procured and delivered for Buyer's approval the Preliminary Title Report and copies of documents referred to in paragraph 3;
- (c) **Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto, and all other fees and costs in accordance with the usual practices in Clark County, Nevada;**
- (d) **real property taxes shall be prorated to close of escrow; between Buyer and Seller.**

(e) any Special Assessments or Fees outstanding on the Property which are of record shall be paid by the **seller** at the close of Escrow.

(f) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance remedies only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

6. Contingencies The purchase of the Property is contingent upon:

(a) Buyer's approval of the Preliminary Title Report, and all documents described within the Preliminary Title Report, issued by Angie Galindo at United Title of Nevada concerning the Property **within ten (10)** business days after Buyer's receipt of same from United Title of Nevada Title (see paragraph 3).

(b) The expiration or Buyer's written waiver of the **Forty-Five (45)** days Contingency Period as described herein. The Contingency Period shall commence on **January 5, 2000**. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period shall expire is **February 18, 2000**. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others which results from the Buyer's tests and investigations during the Contingency Period. Within ten (10) days following the escrow, Seller shall make available to Buyer or to Buyer's agents copies of any site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the subject property that may have been taken by if any, at the request of Buyer. **Under the Contingency Period it will also be subject to buyer and/or nominee getting City Council's final approval.**

(c) The above contingencies in Paragraphs 6 (a) and (b) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the

Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

7. Offer Expiration. This offer will remain open for ten days from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein in on demand.

8. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4780 West Harmon, Suite 12, Las Vegas, NV 89103, who shall be paid through escrow a commission by Buyer of 4% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial. **Seller waives the right to hire any outside broker involved in this transaction.**

9. Notices. Any and all notices, demands, or other communications required or desire to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: Jerry A. Faiers
1651 S. Buffalo
Las Vegas, NV 89117-1943

To Buyer or Assignee: Cynthia A. Inman
Priority One Commercial
4780 W. Harmon Ave., Suite 12
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156 fax

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

10. **Applicable Laws and Severability.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

11. **Entire Agreement.** The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

12. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

13. **Successors or Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

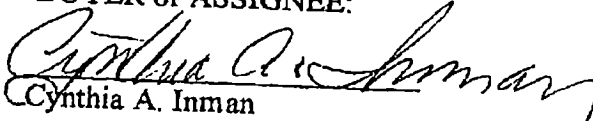
14. **Time of the Essence.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

15. **Buyer agrees to cooperate with Seller if Seller determines to undertake a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code.**

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: 12/28/99 Time 3:35 /pm

BUYER or ASSIGNEE:


Cynthia A. Inman

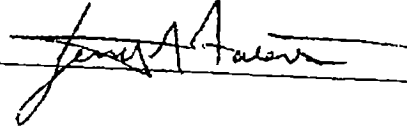
ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of a copy of this Agreement.

Date. Time am/pm

SELLER:

Jerry A. Faiers

By. 
Its' _____

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK COMPETENT COUNSEL.

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

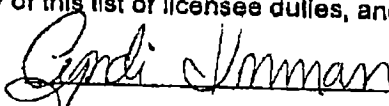
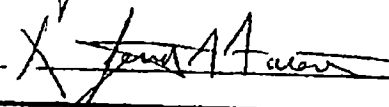
In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensee affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of the above capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/ Lessor and the term Buyer means Tenant/ Lessee.

LICENSEE: The licensee in the real estate transaction is **CYNDI INMAN** ("Licensee") whose license number is **22421**.
The Licensee acting for Lessee. BROKER: The broker in the real estate transaction is **JULIE M. COLLINS** whose license number is **(24441)** ("Broker") whose company is **PRIORITY ONE COMMERCIAL** ("Company").

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

1. Disclose to each party to the real estate transaction as soon as is practicable:
 - (a) Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction.
 - (b) Each source from which Licensee will receive compensation as a result of the transaction.
 - (c) That Licensee is a principal to the transaction or has interest in a principal to the transaction.
 - (d) Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide to each party to the real estate transaction this form.
5. Not disclose, except to the Broker, confidential information relating to a client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
7. Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
8. Promote the interest of his client by:
 - (a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - (b) Presenting all offers made to or by the client as soon as is practicable.
 - (c) Disclosing to the client material facts of which the licensee has knowledge concerning the transaction.
 - (d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - (e) Accounting for all money and property Licensee receives in which the client may have an interest as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Abide by all duties, responsibilities and obligations required of Licensee in chapters 119, 119A, 119B 645, 645A and 645C of the NRS.

In the event any party to the real estate transaction is also represented by a licensee who is affiliated with the same Company, the Broker may assign another licensee to act for that party. The above Licensee will continue to act for you. As set forth above, no confidential information will be disclosed.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.			
Buyer <u>Cyndi Inman</u>		Date <u>11/15/99</u>	Time <u>5:30</u>
		am/ pm	
Seller <u>Jerry A. Falters</u>		Date <u>12-28-99</u>	Time <u>5:30</u> am/pm

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP

Property Address: Parcel #163-04-607-003

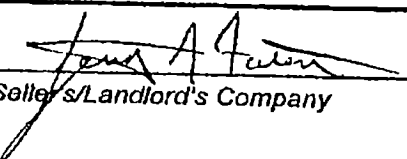
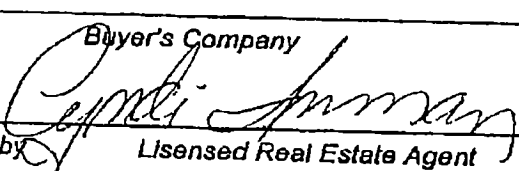
I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us. My/our representative's relationship is.

CYNDI INMAN is the AGENT of
☒ Buyer Exclusively③ ☐ Both Buyer & Seller①
☐ Seller Exclusively②

_____ is the AGENT of
☐ Buyer Exclusively③ ☐ Both Buyer & Seller①
☐ Seller Exclusively②

① IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION

- consideration and approval or rejection. A licensee can legally represent both the Lessor and Lessee in a transaction but ONLY with the knowledge and written consent of BOTH the Lessor and Lessee.
- ② A licensee who is acting for the Lessor exclusively, is not representing the Lessee and has no duty to advocate or negotiate for the Lessee and has no duty to advocate or negotiate for the Lessor.
- ③ A licensee who is acting for the Lessee exclusively, is not representing the Lessor and has no duty to advocate or negotiate for the Lessor.

☒  Seller's/Landlord's Company _____ Date _____		Priority One Commercial	
by _____ Licensed Real Estate Agent _____ Date _____		Buyer's Company _____ Date _____  11/29/99 by _____ Licensed Real Estate Agent _____ Date _____	

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 18, 2000

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

☐

CONSENT

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DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

Discussion and possible action regarding negotiation by Priority One Commercial on behalf of the City of Las Vegas for the purchase of real property for the future construction of a fire station (Not to exceed \$170,000 from the Fire Services CPF)

Fiscal Impact

☐

No Impact

Amount: Not to exceed \$170,000

☐

Budget Funds Available

Dept./Division: Fire Svs/Satellite Station 10

☒

Augmentation Required

Funding Source: Fire Services CPF

PURPOSE/BACKGROUND:

For the past year, Real Estate & Asset Management and the Fire Department have been working on land acquisition for potential future fire stations. The above referenced site has recently become available and will compliment adjacent property on which we have just recently closed escrow. This additional parcel will allow the building of a full fire response facility, including a rescue bay.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Letter agreement between the City of Las Vegas and Priority One Commercial
2. Site Map

**PRIORITY ONE COMMERCIAL**
REAL ESTATE BROKERAGE

January 5, 2000

Mr. David Roark
Manager
City of Las Vegas
Dept. of General Services
Real Estate & Asset Management Division
314 Las Vegas Blvd. North
Las Vegas, NV 89101

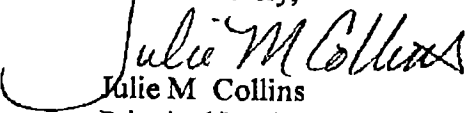
Re. Parcels # 162-04-601-003
1408 S Martin Luther King Blvd.

Dear David

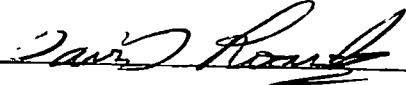
This letter shall serve as written confirmation that the City of Las Vegas has engaged Holly E. Shayka and Priority One Commercial to enter into a Purchase Agreement on behalf of the City of Las Vegas on the above referenced parcel of land under the attached terms and conditions. In the event the Seller will not pay to Priority One Commercial the total sales commission of not less than four percent (4%) of the gross sales price, the City of Las Vegas has agreed to pay to Priority One Commercial the difference, not to exceed, a total commission of four percent (4%) of the gross sales price.

If this is your understanding of the agreement between Priority One Commercial and the City of Las Vegas, please sign below and return the original to this office, keeping the copy for your files.

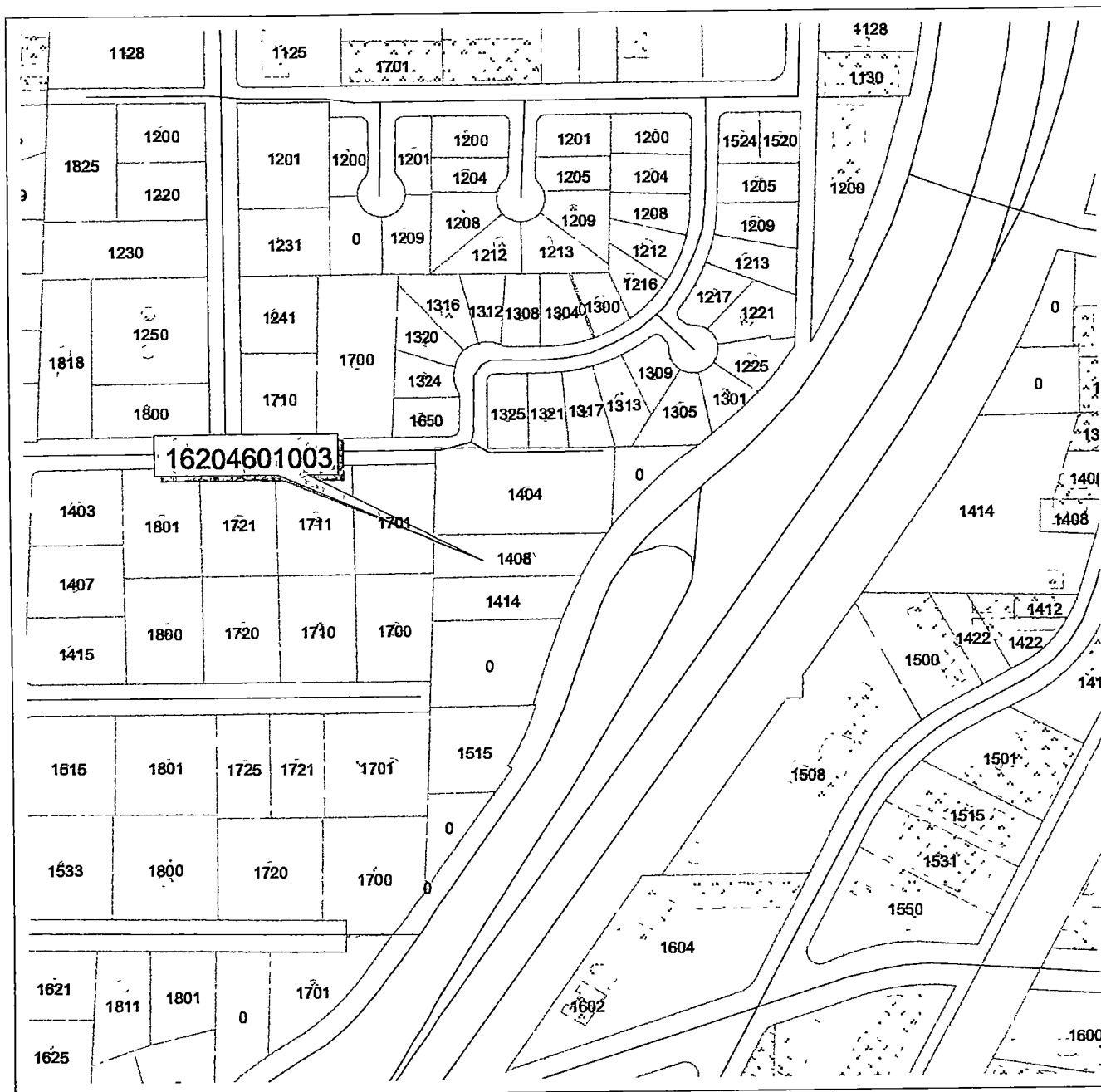
Most sincerely,


Julie M. Collins
Principal/Broker-Salesman

AGREED AND UNDERSTOOD:

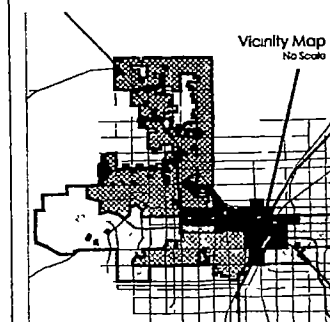
By:  _____

Date: 1-5-00 _____



16204601003 Site Map

Street Centerline
 Building Footprints
 Parcels
 Right of Way



Real Estate & Asset Management



1 3600



Date of Data: 1999/12/27

Catherine Hyer
1940 Ski Slope Circle
Las Vegas, Nev. 89117
256-8288 or FAX 255-6158

David Roark, Manager
Real Estate and Asset Management
City of Las Vegas
400 Stewart Ave.
Las Vegas, Nev. 89101
229-6923 or FAX 382-2309

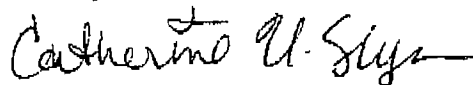
January 17, 2000

RE: Land Buffalo adjacent to the BLM park lease

Dear Mr. Roark:

I am writing to show my support for the purchase of parcel (#163-04-607-003). I am so pleased to see what your department is interested in doing in my area of the community. My family is very excited about having a park close enough to walk to and enjoy. I understand the city has offered to buy the six parcels of land including a home to expand the park to the corner of Oakey and Buffalo. I think this is a great use of the land. Thank you so much for listening to the people that live close to this project.

Sincerely,



Catherine U. Hyer

Support

11.1

Vicki Del Grosso
1700 River Birch Street
Las Vegas NV 89117
256-1470 or Fax 256-0720

David Roark, Manager
Real Estate and Asset Management
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
229-6923 Fax 382-2309

January 13, 2000

Dear Mr Roark

I can not attend the Jan 18, 2000 , 3 00 meeting in the City Manager's Conference Room I would like to send my support of the city to purchase the six parcels of land adjacent to the BLM park land on Buffalo I support the purchase of parcel # 163-04-607-003 Please recommend a "do pass" on this item so it can go to the City Council

Thank you for your time and attention in this matter

Sincerely,



Vicki Del Grosso

Support

RECEIVED
REAL ESTATE &
ASSET MANAGEMENT
DIVISION
JAN 14 3 14 PM '00

Deborah DeLanoy Ford
1700 Charles Lam Ct.
Las Vegas, NV 89117
254-7700 or FAX 363-0668

David Roark, Manager
Real Estate and Asset Management
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
229-6923 or FAX 382-2309

January 12, 2000

RE: Land on Buffalo adjacent to the BLM park lease

Dear Mr. Roark:

Thank you on behalf of the citizens of Las Vegas for offering to purchase the six parcels on Buffalo. I understand that Mr. Jerry Faiers has accepted your offer for his parcel (#163-04-607-003). This is a big step in the right direction and I wholeheartedly support this.

I appreciate all of your efforts to make our little bit of the community truly one to live in.

Sincerely,



Deborah DeLanoy Ford

Support

FROM THE OFFICE OF:
R. E. BRADEN DC CCSP CSCS
 6376 WEST SPRING MTN. RD. STE. #4
 LAS VEGAS, NEVADA 89146

Valley Chiropractic & Sports Medicine Center
Valley Chiropractic & Sports Medicine Center

January 17, 2000

To: David Roark, manager
 Real Estate and Asset Management
 City Of Las Vegas
 400 Stewart Avenue
 Las Vegas, NV 89101
 (702) 229-6923 or Fax 382-2309

Re: Land on Buffalo adjacent to the BLM park lease

Dear Mr. Roark:

Thank you on behalf of the citizens of Las Vegas and especially us in the northwest for offering to purchase the six parcels on Buffalo. The residents of Danyelle Court have been informed that Mr. Jerry Faiers has accepted your offer for his parcel (#163-04-607-003. This is a great step ~~in~~ towards what we think is the right intention for this property. We would like you to know that we support this endeavor.

We appreciate all of you efforts to make our area of the community truly one to live in.

Sincerely,

Support

Residents of Danyelle Court.

Cynthia E. Paul
Julia C. Williams

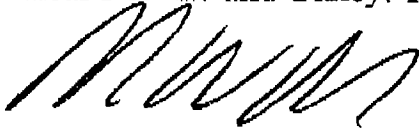
Charles Gudy *Valerie Bigner*
Betty Horne *Steve Roark*

January 18, 2000

Mark McKee
1508 Silver Oak St
Las Vegas, NV 89117

Attn: Mr. David Roark

Please add to the record my total support for the city purchase of parcel # 163-04-607-003 near Buffalo and Oakey. This will help make the area a much better place to live.

A handwritten signature in black ink, appearing to read 'Mark McKee', with a stylized, cursive script.

Mark McKee

Support



Facsimile

Transmittal

Date: 18 January, 2000

Number of pages including cover sheet: 1

TO: DAVID ROARK
REAL ESTATE COMMITTEE
CITY OF LAS VEGAS

Phone 229 6923
Fax Phone 382 2309

FROM:

JOHN W. ARLIDGE
1620 CHARLES LAM COURT
LAS VEGAS NV 89117-1440

E mail JWArldige@msn.com
Phone 001-702-228-8017
Fax Phone 001-702-228-8017

REMARKS: ☒ *Urgent* ☐ *For your review* ☐ *Reply ASAP* ☐ *Please Comment*

Please count and record the support of my wife and myself of item #87 on January, 18, 2000 Real Estate Committee Agenda:

Discussion and possible action regarding the purchase contract between Priority One Commercial or nominee and Jerry A. Faiers for real property known as Parcel number 153-04-607-003, located along the west side of Buffalo Drive, north of West Oakey Boulevard (\$547,000 plus closing cost – Capital Project Funds- Bond Proceeds)

We cannot be at the agenda meeting so please assure that the Committee members have knowledge of our support.

Thank you,

John and Sandra Arlidge

Support

Confidentiality Notice: This transmittal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure or taking of any action in reliance of the contents of this information is strictly prohibited. If you have received this facsimile in error, please immediately notify me to arrange for return of the documents. Thank You.

TM / R/E Comm Mtg - [3P] Tues 18 Jan, '00 (2nd floor) (Reese/McDon.)

(CP) * Tom McGowan, 720 So. Casino Center Blvd.

- * Today's RECOMMENDING COMMITTEE MEETINGS will address TWO ITEMS of profound significance and enduring impactive consequence, whose seemingly 'innocuous and benign' 'OUTWARD APPEARANCE' is MISLEADING.
- * It's up to you, as RESPONSIBLE MEMBERS of the City Council, to MAKE SURE THAT YOU'RE FULLY INFORMED, and ACT ACCORDINGLY, BEFORE you VOTE on EACH and BOTH of THOSE ITEMS, IN THE PUBLIC INTEREST.
- * THE GUIDING PRINCIPLE is: "THINGS ARE NOT ALWAYS WHAT THEY SEEM TO BE," -- and: ... "INTEGRITY is CONTINGENT UPON THE INDEPENDENT, INDIVIDUAL DECISION-MAKING PROCESS,"
- * I HAVE NO DOUBT THAT YOU ARE EACH and BOTH CAPABLE of "DOING THE RIGHT THING" (!)
- * Thank you. / ~