

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
TUESDAY, MAY 30, 2000
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMEN MACK AND WEEKLY

CALL TO ORDER:

ANNOUNCEMENT RE. COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the meeting of May 15, 2000.

NEW BUSINESS:

- 1 Discussion and possible action regarding a Memorandum of Understanding (MOU) between Clark County School District (CCSD) and the City of Las Vegas (CLV) stating the obligations of each party in construction of a new sports facility at Clark High School (\$700,000 Public Works/Park Maintenance - 1999 Recreation Bond - Ward 1/M McDonald)
- 2 Discussion and possible action regarding the Memorandum of Understanding (MOU) between Clark County School District (CCSD) and the City of Las Vegas (CLV) for approximately 7.7 acres of property located at the Parsons Elementary School, 4100 Thom Blvd. - Ward 6/Mack
- 3 Discussion and possible action regarding the Memorandum of Understanding (MOU) between Clark County School District (CCSD) and the City of Las Vegas (CLV) for approximately 7.5 acres of property located at the Neal Elementary School, 6151 W Azure Drive - Ward 6/Mack
- 4 Discussion and possible action regarding the Agreement for Use of Land between Las Vegas Paving Corporation (LVPC) and the City of Las Vegas (CLV) for use of CLV property located at future Fire Station #10 site, 1414 S Martin Luther King Blvd - Ward 5/Weekly
- 5 Discussion and possible action regarding the Agreement of Offer and Acceptance of Offer for the Purchase and Sale of Real Property between the Roman Catholic Church of Las Vegas and the City of Las Vegas for approximately 3.35 acres of property located at the intersection of Lake Mead and Lexington (\$521,000 plus closing cost - Leisure Services/Doolittle Community Center Fund - Ward 5/Weekly)

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

36

**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
TUESDAY, MAY 30, 2000**

CALL TO ORDER: Councilman Mack called the meeting to order at 3 02 p m

ATTENDANCE: Michael Mack, City Councilman
Lawrence Weekly, City Councilman
Teri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management
Steve Houchens, Deputy City Manager
John McNellis, Deputy Director, Public Works

MINUTES:

The Minutes of the Regular meeting of May 15, 2000, were approved by reference.

(3.02)
1-18

1. DISCUSSION AND POSSIBLE ACTION REGARDING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CLARK COUNTY SCHOOL DISTRICT (CCSD) AND THE CITY OF LAS VEGAS (CLV) STATING THE OBLIGATIONS OF EACH PARTY IN CONSTRUCTION OF A NEW SPORTS FACILITY AT CLARK HIGH SCHOOL (\$700,000 PUBLIC WORKS/PARK MAINTENANCE - 1999 RECREATION BOND - WARD 1/MCDONALD)

Mr. Roark stated that this Memorandum of Understanding is between the Clark County School District and the City of Las Vegas. In December, 1999, the City committed \$700,000 for this project; \$400,000 for a softball field and \$300,000 for a soccer field. The City would like to enter into this Memorandum of Understanding to have in writing what the parties have agreed to and it can be referred back to, if necessary.

Mr. McNellis noted for the record that this item will be heard at the June 7, 2000, City Council Meeting. At that same meeting, there will be an early preapproval of the bid award for the contractor to install the lights for the Clark High School and West Middle School sites. The City is trying to get as much done as possible over the summer months so the facility can be ready by the fall season. Mr. McNellis explained that not many of the Clark High School students drive so the Clark County School District will remove part of the asphalt parking lot and install the soccer field in that area. They will have to go through the Planning Commission to get a parking variance because they are decreasing the number of parking spaces at that site.

Councilman Weekly commented that this will be great for this area. He inquired if the City will have the opportunity to do programming there. Mr. McNellis answered in the affirmative. It will be used by the school during the day and open for programs after school hours. Lights will also be installed on the soccer field. Councilman Weekly also inquired who would be responsible for the maintenance of the fields. Mr. Roark stated that the Clark County School District will be responsible for the utility bills at the location. The City will be responsible for watering, mowing and fertilizing.

No one appeared in opposition.

There was no further discussion.

Councilman Weekly recommended that Item 1 be forwarded to the Full Council with a "Do Pass" recommendation. Councilman Mack concurred.

(3.02 - 3.07)
1-24

2. DISCUSSION AND POSSIBLE ACTION REGARDING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CLARK COUNTY SCHOOL DISTRICT (CCSD) AND THE CITY OF LAS VEGAS (CLV) FOR APPROXIMATELY 7.7 ACRES OF PROPERTY LOCATED AT THE PARSONS ELEMENTARY SCHOOL, 4100 THOM BLVD - WARD 6/MACK

Mr. Roark stated that this is a Memorandum of Understanding between the Clark County School District and the City. It gives the City permission to enter onto the property, if funding becomes available, to build a park site at this location. Also, if the Clark County School District ever requires the property back, the City will be reimbursed all expenses for building the park. Councilman Mack asked if there would be relocation costs so the City would be able to build a new park. Mr. Roark replied that it would be a reimbursement for expenses only.

Theresa Malone, 3660 Thom Boulevard, Las Vegas, 89130, spoke on behalf of the Neighborhood Park Committee of the Northwest Area Residents Association (NARA). She expressed her appreciation to Councilman Weekly and Councilman Mack for their interest in providing community centers and parks for their constituents. She also submitted a list of NARA Committee members, including telephone numbers, should they be needed for input and requested that arrangements be made through Charles Bennion, Committee Chair. This list is made part of the final minutes.

Ms. Malone expressed her gratitude to City Manager Valentine and staff for their hard work and effort toward this project. She also thanked Shirley Barber, Clark County School District, for her enthusiasm.

Councilman Mack stated that this land has been vacant for some time. He repeated that there is a provision allowing the Clark County School District to take back the property if it is needed for future expansion. He thanked Dusty Dickens, Clark County School District, for her efforts regarding this Memorandum of Understanding. A budget of \$250,000 has been approved for the design phase of this project.

Councilman Weekly declared that he is happy to be a part of this project and working with Councilman Mack to improve the quality of life in this area of Las Vegas. He also stated that everyone can help by staying involved and supporting the efforts of Councilman Mack. Councilman Weekly affirmed that Stella Parsons, long time resident and educator, will be glad to know that there will be a park in this area.

No one appeared in opposition.

There was no further discussion.

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

(3 07 - 3.16)
1-173

3 DISCUSSION AND POSSIBLE ACTION REGARDING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CLARK COUNTY SCHOOL DISTRICT (CCSD) AND THE CITY OF LAS VEGAS (CLV) FOR APPROXIMATELY 7.5 ACRES OF PROPERTY LOCATED AT THE NEAL ELEMENTARY SCHOOL, 6151 W AZURE DRIVE - WARD 6/MACK

Mr. Roark stated that this is a Memorandum of Understanding between the Clark County School District and the City that allows the City to build a park at the Neal Elementary School location if funding becomes available. If the Clark County School District needs this property for expansion, they will reimburse the City for all costs.

Councilman Mack affirmed that there has been interest from Commissioner Kincaide about a joint use park at this location. He also stated that any time a park is built in the City of Las Vegas, it is for the whole community and not ward specific.

No one appeared in opposition.

There was no further discussion.

Councilman Weekly recommended that Item 3 be forwarded to the Full Council with a "Do Pass" recommendation. Councilman Mack concurred.

(3.16 - 3 19)
1-434

REAL ESTATE COMMITTEE MEETING

May 30, 2000

Page 4

- 4 DISCUSSION AND POSSIBLE ACTION REGARDING THE AGREEMENT FOR USE OF LAND BETWEEN LAS VEGAS PAVING CORPORATION (LVPC) AND THE CITY OF LAS VEGAS (CLV) FOR USE OF CLV PROPERTY LOCATED AT FUTURE FIRE STATION #10 SITE, 1414 S MARTIN LUTHER KING BLVD - WARD 5/WEEKLY

Mr Roark stated that this is a Letter of Agreement between the Las Vegas Paving Corporation and the City to allow them to put a construction trailer on the property that the City has purchased for the construction of Fire Station #10. There is currently a contract between the Las Vegas Paving Corporation and the City to install water and sewer lines on Martin Luther King Boulevard. They will be required to move off the property as soon as the City begins construction on Fire Station #10. In return for the City allowing them to use the land, they will clear off the land and prepare the ground for construction.

No one appeared in opposition

There was no further discussion

Councilman Weekly recommended that Item 4 be forwarded to the Full Council with a "Do Pass" recommendation. Councilman Mack concurred.

(3:19 - 3:21)

1-535

- 5 DISCUSSION AND POSSIBLE ACTION REGARDING THE AGREEMENT OF OFFER AND ACCEPTANCE OF OFFER FOR THE PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE ROMAN CATHOLIC CHURCH OF LAS VEGAS AND THE CITY OF LAS VEGAS FOR APPROXIMATELY 3.35 ACRES OF PROPERTY LOCATED AT THE INTERSECTION OF LAKE MEAD AND LEXINGTON (\$521,000 PLUS CLOSING COST - LEISURE SERVICES/DOOLITTLE COMMUNITY CENTER FUND - WARD 5/WEEKLY)

Mr Roark stated that this is an agreement with the Roman Catholic Church of Las Vegas. The property appraised for \$590,000, subject to zoning. The City was able to negotiate down to \$521,000. In addition, the City will be accepting an agreement for vacation with one party off Lexington that would commit the City to \$5,000 worth of improvements. Minor changes made to the contract are as follows:

Page 3, Section 8, at the end of the first sentence, the period was removed and the following was added, "To occur no later than three days after execution of this agreement."

Section 8A, second sentence, 45 days was changed to 30 days

Section 9A, 45 days was changed to 30 business days

Section 9F, last sentence, paragraph D was changed to paragraph 9D

Councilman Mack commended Mr Roark for his efforts. He stated that this is an important piece to what Councilman Weekly is putting together in the Doolittle community area.

No one appeared in opposition

There was no further discussion

Councilman Weekly recommended that Item 5 be forwarded to the Full Council with a "Do Pass" recommendation. Councilman Mack concurred.

(3 21 - 3 25)
1-612

CITIZENS PARTICIPATION:

None

(3 25)
1-734

ADJOURNMENT:

The meeting adjourned at 3 25 p m

/dw

May 30, 2000

TO COUNCILMEN MACK AND WEEKLY

Members of the City of Las Vegas Real Estate Committee

Thank you for your support and interest in a park for the all-important children and residents in the boundaries of the Northwest Area Residents Association (NARA). Please extend our thanks for the interest and efforts of City Manager Valentine and her entire staff working to make the park a reality.

An additional thank you is extended to the efforts and enthusiasm of Clark County School Board Trustee, Shirley Barber. She and the staff of the Clark County School District are giving the children and the residents of NARA hopes for a place to interact as our community grows.

In an effort for your aid to us, we want you to know an organized committee is in place to continue development of the park. Please call upon us through our chairperson, Charles Bennion.

**Neighborhood Park Committee in
Northwest Area Residents Association (NARA)**

NAME	POSITION	Telephone	Fax	E-mail
Charles Bennion	Chairperson	O: 658 6100	658 2502	Cbennion@emb law.com
Brenda Hardin		H: 645 1496		
Theresa Malone		H: 658 0277	658 8055	Theresamalone@hotmail.com
Linda Myers		H: 655 1564		Almyer29@idt.net
Ed Underhill		H: 734 6009		
Linda Young				Livevone@msn.com

On behalf of NARA's residents, thank you for your help and willingness to be the responsible governmental agency for the site of the park and its construction. Please listen to our suggestions for items to be considered on the park's land. We look forward to meeting with you at a mutual time. Contact Chairman of this committee, Charles Bennion, to arrange a meeting.

Theresa Malone

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 30, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding a Memorandum of Understanding (MOU) between Clark County School District (CCSD) and the City of Las Vegas (CLV) stating the obligations of each party in construction of a new sports facility at Clark High School (\$700,000 Public Works/Park Maintenance - 1999 Recreation Bond - Ward 1/M. McDonald)

Fiscal Impact

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No Impact

Amount: \$700,000

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Budget Funds Available

Dept./Division: Public Works/Parks Maintenance

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Augmentation Required

Funding Source: 1999 Recreation Bond

PURPOSE/BACKGROUND:

In a cooperative effort between CCSD to add and enhance youth activity events, both worked out a tentative arrangement through this MOU to go forward with construction of a soccer, softball, and open space area at Clark High School. This MOU clarifies in writing the responsibilities of each entity.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. MOU
2. Site map

MEMORANDUM OF UNDERSTANDING
#2000-4/Clark High School

This Memorandum of Understanding (MOU) has been created to confirm in writing an understanding between the City of Las Vegas (City) staff, and the Clark County School District (CCSD) staff regarding the design, construction, maintenance, and programming of a public soccer park, lighting for an existing softball field and open space area at Clark High School (the "School Site")

The District currently owns real property at the southeast corner of Pennwood Avenue and Arville, commonly known as Clark High School. CCSD will be constructing a single soccer field near the southwest corner of the School Site. As part of the Open School/Open Doors Agreement between the City and CCSD dated September 19, 1995, the City has committed funding to design and install the soccer field lights and to install lighting to an existing softball field and abutting open area green space which is located in the northeast corner of the School Site.

On July 26, 1999, the City Council allocated \$700,000 to be used to fund this lighting project, \$400,000 for the softball field, and \$300,000 for the soccer field.

The following summarizes the items agreed upon by the City and CCSD:

Soccer Field

1. The overall design shall include approval of City of new parking requirements, building of two (2) more tennis courts, relocate parking lot driveways, installation of fence around soccer field, and use upgraded soil and sod specs. CCSD shall design the soccer field construction and pay for such. The design shall be coordinated with the City's Project Manager.
2. City shall design the lighting installation and pay for such.
3. CCSD shall bid the soccer field construction design and the City's lighting installation design in one bid package. The bid package shall require separate line items bids for each.
4. CCSD shall award the project to the lowest responsive bidder.
5. CCSD shall be responsible for the contract administrator of the combined field construction/light installation projects.
6. CCSD shall pay the contractor for the installation of the lights and shall invoice the City on a monthly basis for reimbursement. Change orders related to the lighting system shall be approved by the City's Project Manager. However, the total City commitment of the lighting project including change orders cannot exceed \$300,000.

MEMORANDUM OF UNDERSTANDING

- 7 CCSD shall hold title to the soccer field and shall maintain such
8. CCSD shall pay for all energy costs if the service connection is within the School Site's existing power system.
- 9 City shall pay for all energy costs if a new service source is required and shall install a meter in the City's name
10. City shall own the installed lighting system and shall maintain such.
11. CCSD shall provide water service and pay for usage of such
- 12 City and CCSD shall operate the programming of the soccer field in accordance with the provision contained in the Open Schools/Open Door Agreement
- 13 City and CCSD shall each remain liable for its own negligence subject to NRS Chapter 41

Softball Field

- 1 City shall design the lighting installation and pay for such
- 2 City shall bid the softball/open space lighting system installation design.
3. City shall award the project to the lowest responsive bidder.
- 4 City will be responsible for the contract administrator
- 5 City shall pay the contractor for the contract
- 6 CCSD shall make on-site power available and shall pay for all energy costs related to the softball/open space area
- 7 CCSD shall hold title to the softball/open space area and shall maintain such
- 8 City shall own the installed lighting system and maintain such
9. CCSD shall provide water service and pay for such usage.

...

MEMORANDUM OF UNDERSTANDING

10 City and CCSD shall operate the programming of the soccer field in accordance with the provision contained in the Open Schools/Open Door Agreement.

11. City and CCSD shall each remain liable for its own negligence subject to NRS Chapter 41.

By signature of this Memorandum of Understanding, the City and CCSD mutually agree to the above documentation on the date approved

Approved by Las Vegas City Council on _____

City of Las Vegas

Clark County School District

OSCAR B GOODMAN, Mayor Date

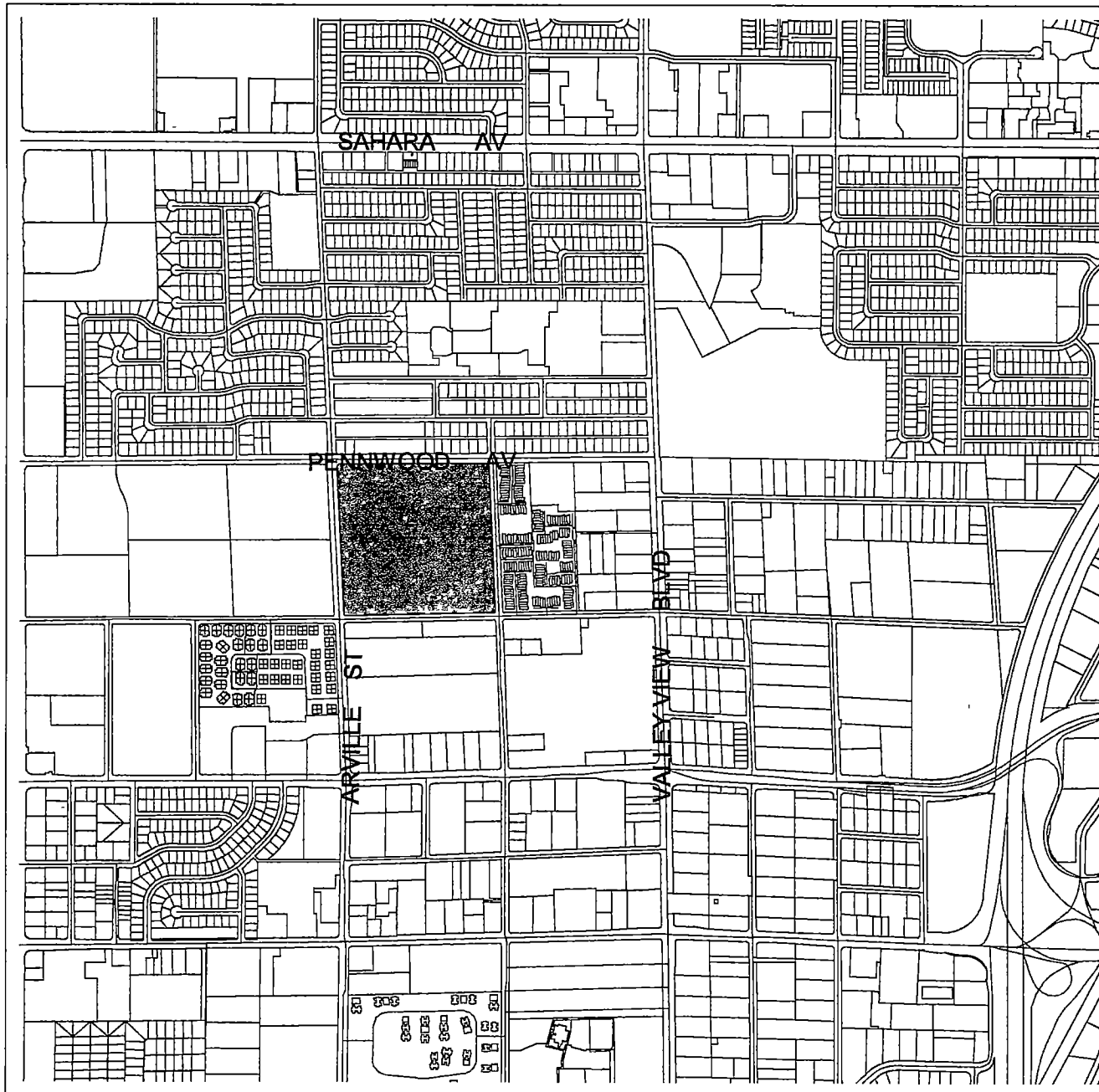
Patrick Herron, Assistant Superintendent
Facilities Division, Date

Attested by:

Barbara Jo Ronemus, City Clerk Date

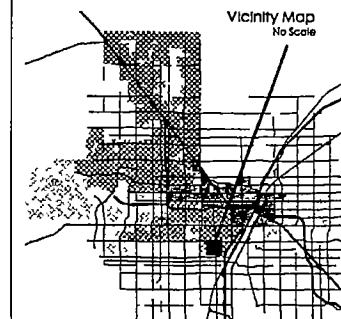
Approved as to form:

C. P. Rubello 5/22/12
Date



Site Map

- Clark High School
- Street Centerline
- City of Las Vegas.shp
- Parcels.shp
- Right of Way



Real Estate & Asset Management



1 15840



Date of Data 2000/02/09

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 30, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding the Memorandum of Understanding (MOU) between Clark County School District (CCSD) and the City of Las Vegas (CLV) for approximately 7.7 acres of property located at the Parsons Elementary School, 4100 Thom Blvd. - Ward 6/Mack

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In an effort for the CLV to provide neighborhood parks within Ward 6's area, staff is proposing that we enter into a MOU with CCSD to build a park, (when funding becomes available), on land they have adjacent to Parsons Elementary School. This property is located near Decatur Blvd. and Alexander Road.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

- 1 Memorandum of Understanding
2. Site map

**Memorandum of Understanding #2000-02/Parson
Between
Clark County School District
and
City of Las Vegas**

This Memorandum of Understanding (referenced at "MOU") is made and entered into this _____ day of _____, 2000, between the City of Las Vegas, a political subdivision of the State of Nevada (referenced as "City") and Clark County School District, also a political subdivision of the State of Nevada (referenced as "District")

I PURPOSE

This MOU is made pursuant to and is subject to, the terms and conditions of the Community access Agreement dated September 19, 1996, (referenced as "Agreement"), between the City and the District. This MOU does not amend or modify the Agreement in any way.

The District owns approximately 7.7 acres of vacant property located on the **Claude and Stella Parson Elementary School** site at 4100 Thom Boulevard, (referenced as "Property")

To promote the objectives of the Agreement, and compensate for the land to be used for school purposes, the parties desire that recreational facilities be developed on the District property to allow the City to provide recreational services in the area. This MOU sets forth the conditions whereby the City will develop various improvements which may include, but not be limited to irrigation and seeding, playground improvements, and landscaping on the District property.

II DEVELOPMENT

The City, acting through its Department of Parks and Leisure Services and the Department of Public Works along with the District will cooperate in the design and development and location of the improvements.

The City will construct the improvements as funding becomes available pursuant to the design accepted by the City and the District.

III PROCEDURE

The District will permit the City access to the district property, as needed to construct the improvements. The District will be provided the opportunity to review the preliminary plans for the site development and a final review at 100% completion of plans, prior to project bid. District sign off of completed plans will be required prior to start of construction.

IV FUNDING

Funding for the development, construction, and maintenance of the improvements will be provided by the City. The City will perform maintenance of the improvements upon completion.

In the event the District requires the property for school facility purposes, the City will relinquish the site and improvements. The District agrees to compensate the City up to the actual cost of the improvements at the time of the initial construction of the recreational facilities.

CITY OF LAS VEGAS

BOARD OF SCHOOL TRUSTEES
CLARK COUNTY SCHOOL DISTRICT

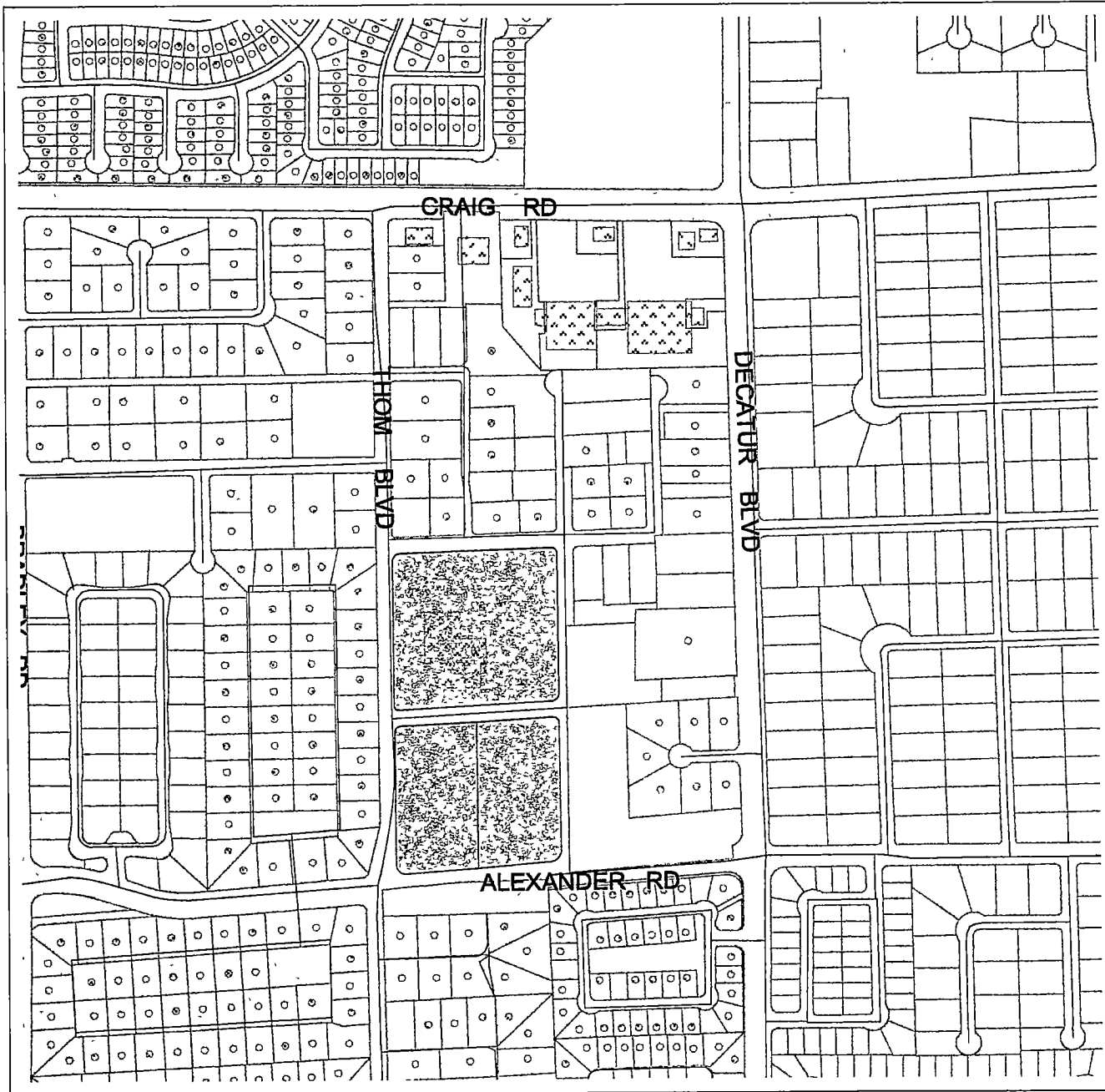
Mayor Oscar Goodman, Mayor

Ruth L. Johnson, President

Approved as to Form:

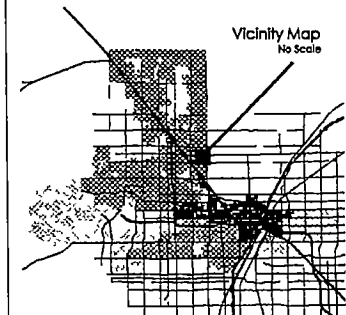
J. Anticeles 5/22/00

Larry P. Mason, Clerk



Site Map

-  Street Centerline
-  Building Footprints
-  Parsons School
-  Parcels
-  Right of Way



Real Estate & Asset Management



1.7200



Date of Data 2000/02/09

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 30, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding the Memorandum of Understanding (MOU) between Clark County School District (CCSD) and the City of Las Vegas (CLV) for approximately 7.5 acres of property located at the Neal Elementary School, 6151 W. Azure Drive - Ward 6/Mack

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In an effort for the CLV to provide neighborhood parks within Ward 6's area, staff is proposing that we enter into a MOU with CCSD to build a park, (when funding becomes available), on land they have adjacent to Neal elementary school. This property is located near Rainbow Blvd. and Tropical Pkwy.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

- 1 Memorandum of Understanding
2. Site map

Memorandum of Understanding #2000-03/Neal
Between
Clark County School District
and
City of Las Vegas

This Memorandum of Understanding (referenced at "MOU") is made and entered into this _____ day of _____, 2000, between the City of Las Vegas, a political subdivision of the State of Nevada (referenced as "City") and Clark County School District, also a political subdivision of the State of Nevada (referenced as "District").

I PURPOSE

This MOU is made pursuant to and is subject to, the terms and conditions of the Community access Agreement dated September 19, 1996, (referenced as "Agreement"), between the City and the District. This MOU does not amend or modify the Agreement in any way.

The District owns approximately 7.5 acres of vacant property located on the **Joseph Neal Elementary School** site at 6651W Azure Drive, (referenced as "Property")

To promote the objectives of the Agreement, and compensate for the land to be used for school purposes, the parties desire that recreational facilities be developed on the District property to allow the City to provide recreational services in the area. This MOU sets forth the conditions whereby the City will develop various improvements which may include, but not be limited to irrigation and seeding, playground improvements, and landscaping on the District property.

II DEVELOPMENT

The City, acting through its Department of Parks and Leisure Services and the Department of Public Works along with the District will cooperate in the design and development and location of the improvements.

The City will construct the improvements as funding becomes available pursuant to the design accepted by the City and the District.

III PROCEDURE

The District will permit the City access to the district property, as needed to construct the improvements. The District will be provided the opportunity to review the preliminary plans for the site development and a final review at 100% completion of plans, prior to project bid. District sign off of completed plans will be required prior to start of construction.

IV FUNDING

Funding for the development, construction, and maintenance of the improvements will be provided by the City. The City will perform maintenance of the improvements upon completion.

In the event the District requires the property for school facility purposes, the City will relinquish the site and improvements. The District agrees to compensate the City up to the actual cost of the improvements at the time of the initial construction of the recreational facilities.

CITY OF LAS VEGAS

BOARD OF SCHOOL TRUSTEES
CLARK COUNTY SCHOOL DISTRICT

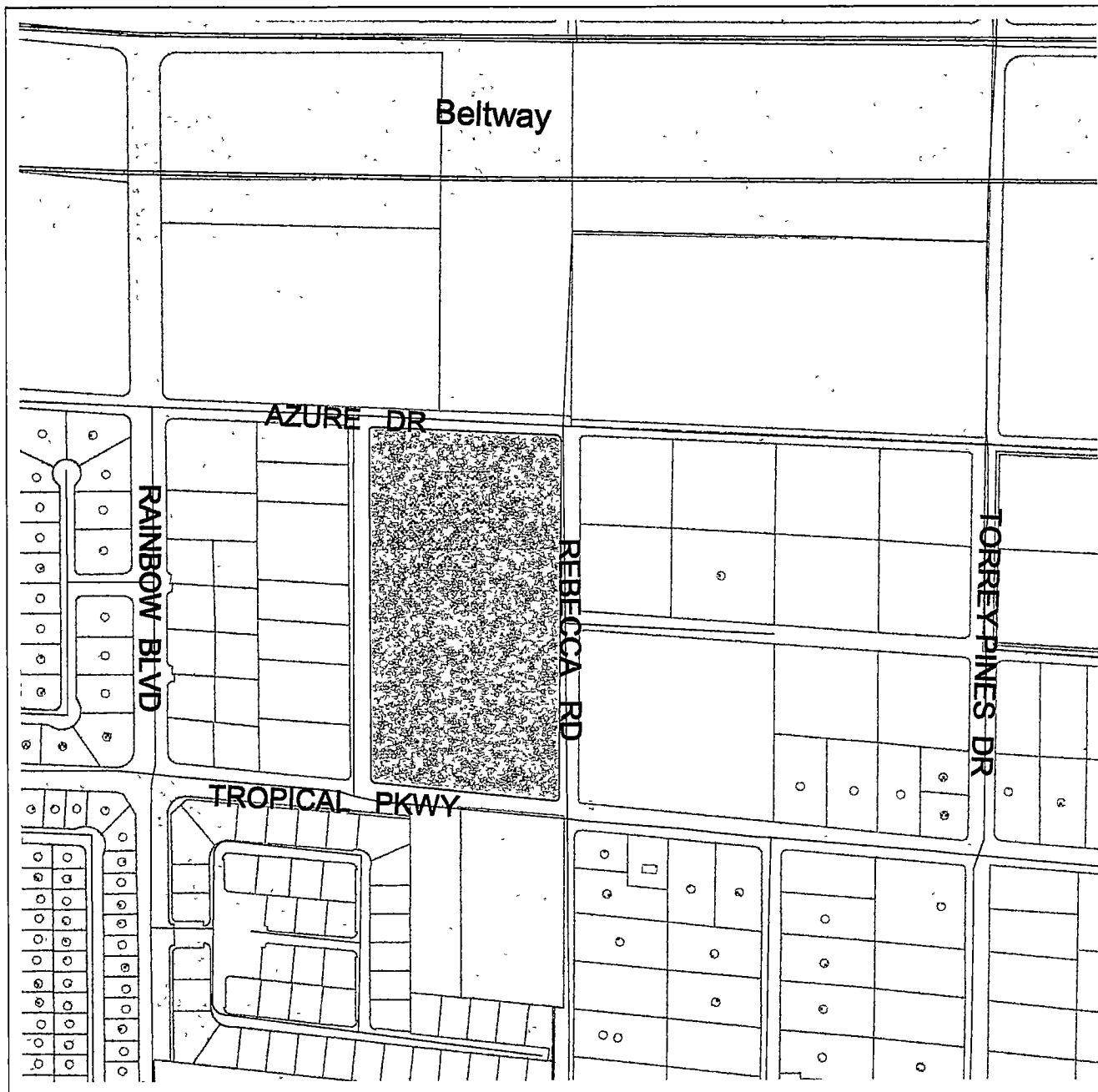
Mayor Oscar Goodman, Mayor

Ruth L. Johnson, President

Approved as to Form

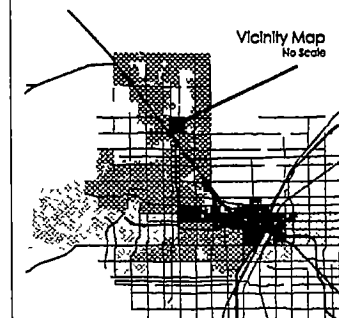
J. Ponticello 5/22/00

Larry P. Mason, Clerk



Site Map

-  Beltway
-  Street Centerline
-  Building Footprints
-  Neal School
-  Parcels
-  Right of Way



Real Estate & Asset Management



1:6000



Date of Data 2000/02/09

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 30, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding the Agreement for Use of Land between Las Vegas Paving Corporation (LVPC) and the City of Las Vegas (CLV) for use of CLV property located at future Fire Station #10 site, 1414 S. Martin Luther King Blvd. - Ward 5/Weekly

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

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Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

CLV agrees to provide use of City property to LVPC for a storage trailer until such time as construction of Fire Station #10 begins. In exchange for the use of CLV land, LVPC agrees to remove the existing burnt out house and grubbing of the site.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

- 1 Agreement for Use of Land
2. Site map



May 17, 2000

Las Vegas Paving Corp.
4420 S. Decatur
Las Vegas, NV 89103
(702) 251-5800

*LETTER OF AGREEMENT FOR USE OF LAND AT 1414 S MARTIN
LUTHER KING BLD, LAS VEGAS, NEVADA*

The City of Las Vegas (CITY) agrees to provide the use of land at 1414 S. Martin Luther King Blvd, Las Vegas, Nevada for a storage trailer. In exchange for the use of land from June 10, 2000, until the commencement of construction of Fire Station #10 on that site, Las Vegas Paving Corp. (LESSEE,), agrees to remove the existing burnt out house and grubbing of the site LESSEE agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the land for the corresponding dates set forth above. The CITY will be named as an additional insured party under such insurance coverage.

The LESSEE agrees to contact the utility service locator commonly known as "Call Before You Dig" for the purpose of locating and clearly marking all utilities located in the area of demolition.

In addition to the insurance coverage required, and not in lieu thereof, LESSEE agrees to indemnify, defend and hold the CITY, its officers, employees and agents which rise out of, or result from, the act of omission, neglect or otherwise, on the part of LESSEE, its officers, employees or agents in connection with the use of the storage trailer on the CITY's land described above, and/or performance of its obligation under this Letter of Agreement.

LESSEE agrees to allow CITY and CITY contractor access to site, and to allow the public to come onto the site on September 7, 2000, for the Ground Dedication Ceremony for the Fire Station.

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DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702 229 6276

FAX 702 382 0848

TDD 702 386 9108

www.ci-las-vegas.nv.us

The CITY reserves the right for any reason whatsoever to terminate this Letter of Agreement, and the authority granted hereunder to use the land described above, and such termination shall become effective upon giving thirty (30) day's notice the LESSEE

CITY OF LAS VEGAS

LAS VEGAS PAVING CORP

by _____
OSCAR GOODMAN, Mayor

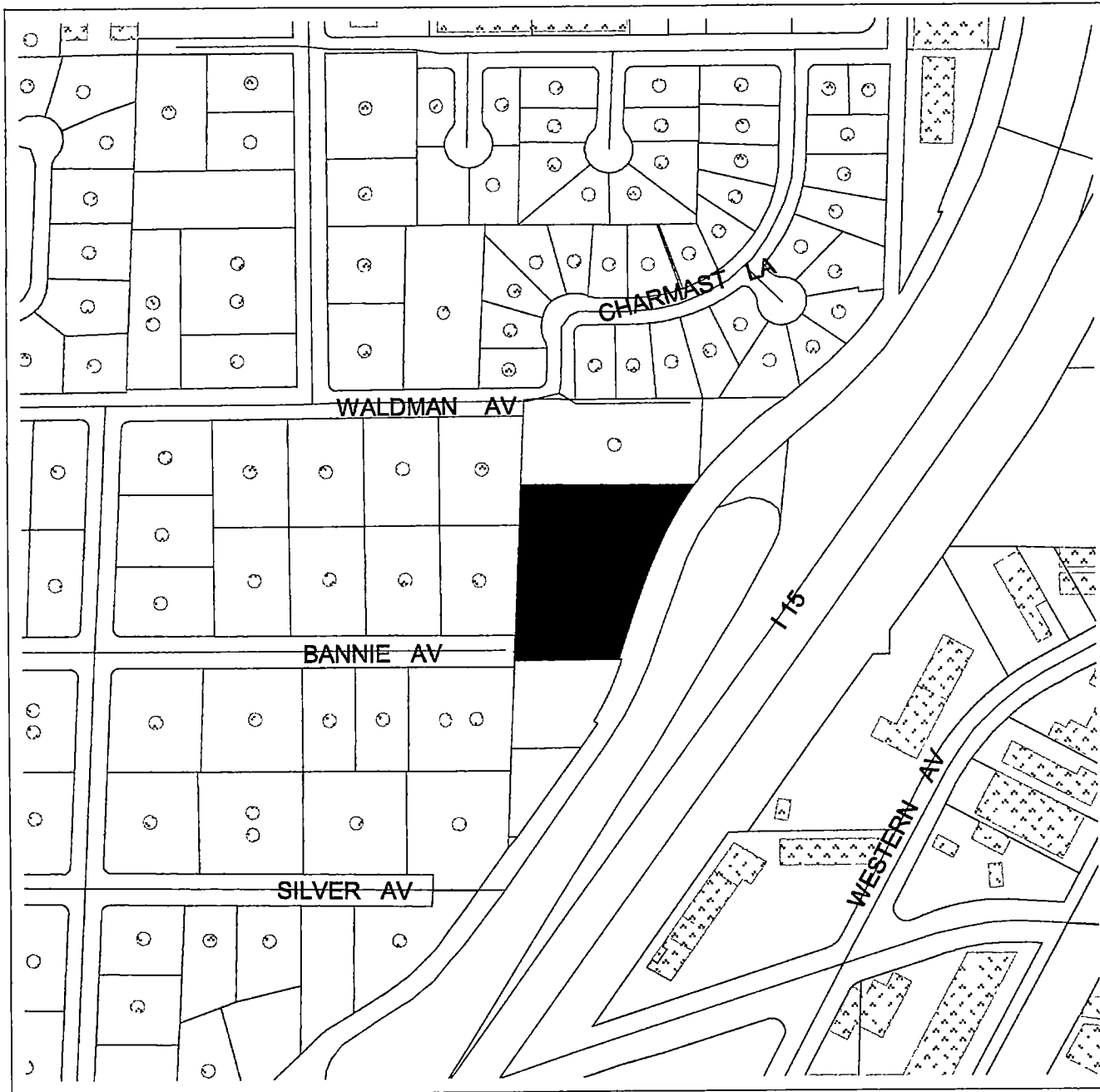
by _____
Bill Wellman, Division Manager

date _____

date _____

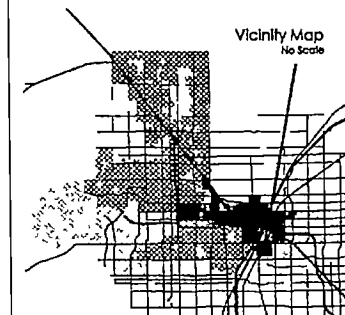
APPROVED AS TO FORM:

by Thomas R. Green
5-17-00



Site Map

-  Fire station #10
-  Street Centerline
-  Building Footprints
-  Parcels.shp
-  Right of Way



Real Estate & Asset Management



1 3600



Date of Data: 2000/02/09

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 30, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding the Agreement of Offer and Acceptance of Offer for the Purchase and Sale of Real Property between the Roman Catholic Church of Las Vegas and the City of Las Vegas for approximately 3.35 acres of property located at the intersection of Lake Mead and Lexington (\$521,000 plus closing cost - Leisure Services/Doolittle Community Center Fund - Ward 5/Weekly)

Fiscal Impact

☐

No Impact

Amount: \$521,000 plus closing cost

☒

Budget Funds Available

Dept./Division: Leisure Svcs/Doolittle Cmty Ctr

☐

Augmentation Required

Funding Source: Doolittle Community Center Fund

PURPOSE/BACKGROUND:

In an effort for the City of Las Vegas to provide further neighborhood senior and youth activity programs within Ward 5's area, staff is proposing that we purchase additional property for future expansion possibilities. This property is located across the street and adjacent to the Doolittle Community Center and another purchase agreement on another property which was recently approved on May 3, 2000.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agreement of Offer and Acceptance of Offer for the Purchase and Sale of Real Property
2. Site Map

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 19th day of May, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Buyer") and ROMAN CATHOLIC BISHOP OF LAS VEGAS, and his successors, a corporation sole (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of two parcels of land consisting of approximately 3.35 acres located at the intersection of Lake Mead Blvd. and Lexington St., Las Vegas, Nevada 89101 ("Property"). A Site Plan of the Property depicting the site of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel No's. 139-21-701-003 and 139-21-702-002.

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, as described below in Section 1.

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 and all of Seller's right, title and interest in and to the following:

(a) All of the real property described in the legal description, referenced as Exhibit "B" ("Land");

(b) All buildings, fixtures, landscaping, utility lines and all other fixtures and improvements located on the land (the "Improvements");

(c) All licenses, certificates, authorizations, approvals, and other applicable permits and licenses issued by any governmental authority relating to the ownership or operation of the Property, if any ("Licenses");

(d) All plans and specifications, drawings, working drawings, plans, site plans, mechanical drawings and specifications related to the construction or landscape of the Improvements, if any ("Building Plans"); and

(e) All easements, rights, tenements, hereditaments, privileges and appurtenances now or in the future held by Seller which in any way benefit the Property or relate to the ownership or operation of the Property, including, without limitation: (i) any and all oil, gas, mineral, water and irrigation rights running with or pertaining to the Property; (ii) all of Seller's interest in any road, street or alleyway adjoining the land; and (iii) any rights or interests which may accrue to the benefit of Seller or the Land as a result of the abandonment of any road, street or alleyway adjoining the Land (collectively called the "Appurtenances").

- (f) Buyer to assume all obligations of an agreement between the Roman Catholic Bishop of Las Vegas and Mr. Al Murray, dated August 23, 1999, attached hereto as Exhibit "D".

2. **Purchase Price.** The purchase price ("Purchase Price") to be paid for the Property thereon shall be Five Hundred and Twenty-one Thousand and no/100 Dollars (\$521,000.00), all cash. The Purchase Price shall be paid as follows:

(a) Buyer shall deposit Ten Thousand Dollars (\$10,000.00) into escrow as earnest money (the "Deposit") on or before the opening of escrow. 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 (as defined below), the Deposit shall become non-refundable. The Deposit shall apply towards the Purchase Price of the Property.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price.

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all contingencies and the Deposits shall be deemed non-refundable and shall be applied towards the Purchase Price.

3. **Title to the Property.** The title to the Property conveyed is to be subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") 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) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Seller and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to cure Buyer's objection(s) prior to the expiration of the Contingency Period. If Seller fails to cure Buyer's Objection(s), Buyer may terminate this Agreement and the Deposit shall be returned to the Buyer.

4. **Title Insurance.** Seller agrees to deliver, at its expense, good and merchantable title as evidenced by a CLTA policy of title insurance which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Agreement. Buyer, at its option, may terminate this Agreement to purchase and the deposit shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

5. **Condition of Title.** The Seller shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer.

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The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **Zoning of the Property.** The Seller represents to Buyer that the Property is currently zoned RPD-18 and is located in the City of Las Vegas, Clark County, State of Nevada.

7. **Disclosure of Conditions.** Buyer shall take title subject to declarations, covenants, conditions and restrictions, rules and regulations currently in force ("Conditions") which affect ownership or operation of the Property, said documents to the Conditions to be delivered to Buyer upon the commencement of the Contingency Period. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller prior to the expiration of the Contingency Period.

8. **Escrow.** The purchase and sale provided for herein shall be consummated through an escrow to be opened with Barbara Shanks of Southwest Escrow ("Escrow Agent"), within three (3) business days after the execution and delivery of this Agreement. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent 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) Close escrow within fifteen (15) days from the expiration of the Contingency Period. Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire forty-five (45) days from the commencement date. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, cause to be procured and delivered for buyer's approval the Preliminary Title Report and copies of related documents referred to in Section 3;

(c) Charge the Seller any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto, and all other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) Charge the Seller on a pro-rata basis the real property taxes assessed up to the close of escrow;

(e) Charge the Seller any Special Assessments or Fees outstanding on the Property, which are of record at the close of escrow;

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(f) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(g) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

(h) 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 as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages, and Seller shall be entitled to seek other legal and equitable remedies. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer. 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.

9. **Contingencies.** The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the Preliminary Title Report, and all documents described within the Preliminary Title Report, issued by Barbara Shanks of Southwest Escrow concerning the Property within forty-five (45) business days after Buyer's receipt of same from Southwest Escrow (see Section 3).

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close. Under the Contingency Period, the contract is contingent upon the approval of the City of Las Vegas City Council.

(c) Buyer has obtained the right to enter and inspect the Property. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. To the extent limited by NRS Chapter 41, Buyer agrees to indemnify and hold seller harmless from any actual damage as a result of Buyer's tests and investigations during the Contingency Period on the Property. To the extent limited by NRS Chapter 41, 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.

(d) Within ten (10) days following the opening of 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 Property that may have been taken by Seller or is in the possession of Seller.

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(e) This Agreement is contingent upon approval of this Agreement by the Las Vegas City Council at a duly noticed meeting of the City Council pursuant to Section 10.

(f) The above contingencies in Paragraphs 9 (a) and (d) 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. If Buyer elects to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing in accordance with the notice requirements in Section 12 below. In the event Buyer terminates this Agreement for any reason during the Contingency Period, the Deposit 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. Except for the cost of the PTR and the cost of reports and studies paid by the Seller in Paragraph (d), Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

10. **Time of Offer.** This Agreement, when executed by the Seller and delivered to the City, will be contingent upon the approval by the City Council, executed and delivered by the City within thirty (30) days of this Agreement. If this Agreement is not approved by the City Council within the thirty (30) day period, this Agreement shall be void and the Deposit shall be returned to the City, except to the extent that the Seller shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Seller is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. Any attempted revocation of such offer or material modification of the terms hereof without the consent of the City shall entitle the Seller to retain the Buyer's Deposit.

11. **Broker Commissions/Disclosure.** Buyer represents and warrants that it has not retained or dealt with any broker with respect to this Agreement. Seller shall be responsible for any real estate sales commission due to any listing or other broker retained by Seller.

12. **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: Roman Catholic Bishop of Las Vegas
336 Cathedral Way
Las Vegas, NV 89102
Attention: Brother John Dodd
Phone No.: (702) 735-7865

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To Buyer: City of Las Vegas
400 E. Stewart Avenue; 4th Floor
Las Vegas, NV 89101
Attention: Real Estate & Asset Management Manager
Phone No.: (702) 229-1020
Fax No.: (702) 366-0032

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.

13. **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.

14. **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, the prevailing party shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the court.

15. **Modifications or Amendments.** Upon approval of this Purchase and Sale Agreement by the City Council and after it has been fully executed by signature of all parties, the Buyer designates the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement, such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

16. **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.

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

18. **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners of Roman Catholic Bishop of Las Vegas, as well as all persons and entities holding more than 1% interest in Seller or any principal of Roman Catholic Bishop of Las Vegas. Throughout the term hereof, Roman Catholic Bishop of Las Vegas shall notify Buyer in writing of any material change in the above disclosure within 15 days of any such change.

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

ATTEST:

DRAFT
"BUYER" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO ^{DRAFT} FORM:

J. Penbiello 5/22/00
DEPUTY CITY ATTORNEY/DATE

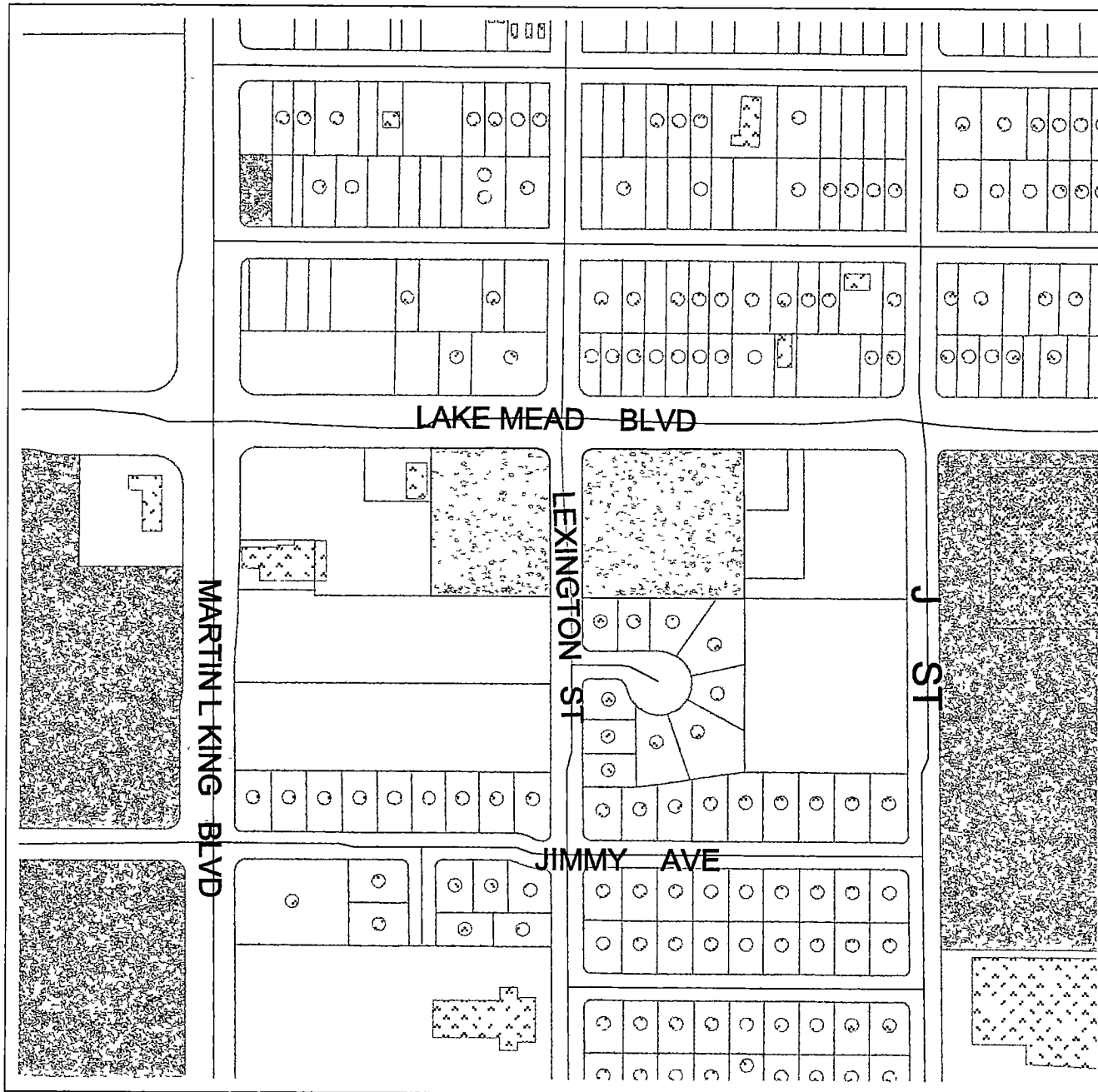
"SELLER" ROMAN CATHOLIC
BISHOP OF LAS VEGAS

By _____
DANIEL F. WALSH, BISHOP DATE

EXHIBIT "B"
Legal Description of Land

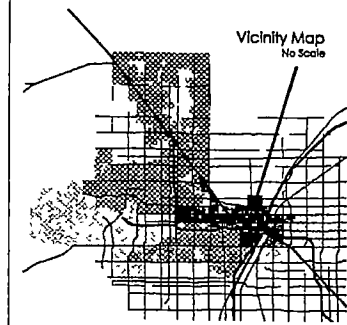
Mount Diablo Meridian, Township 20S., Range 61E., Section 21, PT Northwest $\frac{1}{4}$
Southeast $\frac{1}{4}$.

MAP



Site Map

-  Roman Catholic Church of L.V.
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels
-  Right of Way



Real Estate & Asset Management



1 3600



Date of Data 2000/02/09