

RESOLUTION NO. 2672

A RESOLUTION OF THE CITY OF NORTH LAS VEGAS, EXPRESSING ITS INTENT TO SELL APPROXIMATELY 135.36 NET ACRES, MORE OR LESS, OF REAL PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF CC-215 BELTWAY AND PECOS ROAD IN NORTH LAS VEGAS, NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 124-24-601-001, 124-24-701-005, AND 124-24-701-006 THROUGH A COMPETITIVE SALE FOR A MINIMUM PRICE OF \$36,850,000.00 PURSUANT TO NRS 268.063 AND 268.062.

WHEREAS, the sale will be conducted pursuant to a Memorandum of Agreement entered into by the City of North Las Vegas and the United States, by and through the Department of the Interior, Bureau of Land Management (BLM), acting pursuant to the Federal Land Policy and Management Act of 1976 (FLPMA) 43 U.S.C. §1701 et. seq., as amended; Section 3092(c) of the Carl Levin and Howard P. "Buck" Mckeen National Defense Authorization Act for Fiscal Year 2015, Public Law 113-291, 128 stat. 3870; Section 4(e) of the Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, 112 stat. 2343; N.R.S. §§ 268.062 and 268.063; and all other applicable federal and state laws, rules, and regulations;

WHEREAS, in 2014, Congress passed the Public Law 113-291 containing Section 3092(c) – the Conveyance of Bureau of Land Management Land to North Las Vegas (North Las Vegas Conveyance, which allowed the Secretary, through the BLM, to convey to the City, without consideration and subject to all valid existing rights, all right, title, and interest of the United States in and to an approximate 206.34 acres of certain Federal public lands located in North Las Vegas Nevada, and identified as the "North Las Vegas Job Creation Zone" (JCZ) on the entitled "North Las Vegas Valley Overview" and dated November 5, 2013;

WHEREAS, the MOA between the City and the BLM was approved by the City Council on December 20, 2017 and executed on January 3, 2018;

WHEREAS, the North Las Vegas Conveyance and the MOA provide that after conveyance to the City, the City may sell any portion or portions of the JCZ for purposes of nonresidential development;

WHEREAS, the North Las Vegas Conveyance and the MOA require that, if the City sells JCZ land, such sale shall be through a competitive bidding process with the resulting sale being for not less than fair market value (FMV);

WHEREAS, the City shall conduct any sale of any portion or portions of the JCZ through a competitive bidding process in accordance with N.R.S. §§ 268.062 and 268.063;

WHEREAS, pursuant to the North Las Vegas Conveyance and the MOA, the FMV shall be determined by the Secretary through an appraisal that is performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* and the *Uniform Standards of Professional Appraisal Practices* and any other applicable laws and regulations;

WHEREAS, the North Las Vegas Conveyance and the MOA require that the gross proceeds from any sale by the City shall be distributed in accordance with section 4(c) of the SNPLMA (“SNPLMA special account”);

WHEREAS, The North Las Vegas Conveyance and the MOA provide that the City may elect to retain parcels in the JCZ for purposes consistent with the Act of June 14, 1926, (commonly known as the ‘Recreation and Public Purposes Act’) (43 U.S.C. § 869 et seq.) by providing written notice of such an election to the Secretary;

WHEREAS, the North Las Vegas Conveyance and the MOA provide that if any parcel of land in the JCZ is not conveyed for nonresidential development or reserved for recreation or other public purposes by the date that is 30 years after the date of enactment of Public Law 113-291 (December 19, 2014), the parcel of land shall, at the discretion of the Secretary, revert to the United States. Further, if, at any time, the City uses any parcel within the JCZ in a manner not consistent with the uses specified in the North Las Vegas Conveyance then, (i) it shall revert to the United States; or (ii) if the Secretary does not make an election under (i), the City shall sell the parcel of land in accordance with the North Las Vegas Conveyance requirements;

WHEREAS, the City Council has identified approximately 135.36 acres of the JCZ generally located at the southwest corner of CC-215 Beltway and Pecos Road in North Las Vegas, Nevada, identified as Assessor’s Parcel Numbers 124-24-601-001, 124-24-701-005, and 124-24-701-006 (JCZ South);

WHEREAS, the City Council has determined and hereby finds that it is in the best interest of the City to sell the JCZ South to stimulate the creation of a premier Healthcare, Research, and Business campus with support of R&D and Mixed Commercial as suggested by the Deer Springs District Livable Center Study;

WHEREAS, the City Council acknowledges the vital role the North Las Vegas VA Medical Center plays in the economic development of the City and wishes to ensure that the JCZ South is developed in a manner that is compatible with and will promote and support the operations of the North Las Vegas VA Medical Center;

WHEREAS, the City Council has further determined and hereby finds that the sale of the JCZ South must be conducted in a manner that ensures that the land use planning objectives and economic development goals for the JCZ South are inextricably linked in order to (a) further the goals set forth in the North Las Vegas Conveyance and (b) achieve the maximum benefit to the City resulting from the sale as required by the MOA;

WHEREAS, by way of the Notice of Land Sale attached as Exhibit B, the City hereby invites interested parties to submit offers to purchase the JCZ South as provided therein;

WHEREAS, all offers must include a Conceptual Development Plan describing, in words, maps and illustrations, the offeror’s plan for the physical development of the JCZ South, including, but not limited to:

- a. the uses of the JCZ South and the arrangement of those uses

with respect to each other;

- b. the designs and aesthetics of the development concept;
- c. compatibility with adjacent existing or planned land uses and development; and
- d. estimated phasing and timing plan for development.

WHEREAS, all offers must include a Statement of Qualifications describing the offeror's qualifications, experience, and performance history developing property similar to the size and complexity of the JCZ South, including, but not limited to:

- a. technical expertise and key personnel that will be part of the offeror's development team;
- b. experience and overall history developing similar projects; and
- c. a detailed description of the financial resources that will be utilized by the offeror to complete the purchase of the JCZ South, and also used to complete the development of the JCZ South, such as financial statements, letters of credit from financial institutions, or letters of intent;

WHEREAS, all offers must be submitted to the office of the City Clerk as set forth in the Notice of Land Sale attached as Exhibit B and must include one (1) physical copy as well as one (1) electronic copy in .pdf format contained on a digital medium;

WHEREAS, the JCZ South has been appraised by disinterested, professional real estate appraisers, licensed in the State of Nevada, pursuant to the requirements of N.R.S. §§ 268.059 and 268.063, and in compliance with the Uniform Standards for Professional Appraisal Practice and the Uniform Appraisal Standards for Federal Land Acquisitions, as well as other state and federal laws, and the appraisal has been accepted by the Appraisal and Valuation Services Office of the United States Department of the Interior;

WHEREAS, the "as-is" Market Value of the JCZ South, as determined by appraisal pursuant to the requirements of N.R.S. §§ 268.059 and 268.063 is \$6.25/square foot, which equals Thirty-Six Million Eight Hundred Fifty Thousand and no/100 Dollars (\$36,850,000.00 U.S.) ("Fair Market Value");

WHEREAS, all offers to purchase the JCZ South must be for the entire JCZ South at no less than Fair Market Value, with a minimum offer of \$6.25/square foot, which equals Thirty-Six Million Eight Hundred Fifty Thousand and no/100 Dollars (\$36,850,000.00 U.S.);

WHEREAS, speculative offers are not in the public interest and could jeopardize the timely sale and development of the JCZ South, therefore, all offers must include and be accompanied by a minimum earnest money deposit of ten percent (10%) of the Fair Market Value; an additional five percent (5%) deposit will be required to be deposited in escrow upon acceptance of the successful bid;

WHEREAS, all offers that meet the minimum Fair Market Value and include the minimum earnest money deposit (each a "Qualified Offer") will be evaluated and considered for acceptance by the City Council as further provided in the Notice of Land Sale;

WHEREAS, the City Council may, in its sole and absolute discretion, accept any Qualified Offer that the City Council determines provides the maximum accrued benefit to the City, taking into consideration the elements of the offer, including, but not limited to, the Conceptual Development Plan, the Statement of Qualifications, and the overall goals and objectives of the JCZ South;

WHEREAS, the City Council reserves the right to reject any and all Proposals or waive any informality or technicality;

WHEREAS, the successful offer will be contingent upon the offeror (the "Buyer") and the City entering into a Development Agreement in accordance with N.R.S. § 278.0201 governing the development of the JCZ South, including without limitation, (a) the permitted uses of the JCZ South, (b) the design and aesthetics of all improvements, including the establishment of architectural criteria and design guidelines, (c) the conditions, terms, restrictions, and requirements for all necessary public and private infrastructure, and (d) any other matters related to the development of the JCZ South;

WHEREAS, approval of the above described Development Agreement by the City Council shall be conditions precedent to the sale of the JCZ South;

WHEREAS, pursuant to NRS § 268.063, and based upon the potential job creation and incremental tax revenue that the sale of the JCZ South would generate, the City Council has determined that a sale of the JCZ South pursuant to the terms and conditions specified herein would be in the best interest of the public;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Las Vegas Nevada, that:

SECTION 1. The City Clerk is hereby authorized and directed to publish notice of the proposed sale in accordance with the requirements of the MOA and, state and federal law; attached hereto as Exhibit B "Notice of Land Sale," consisting of two pages, which notice is by reference incorporated herein and made a part of this Resolution.

SECTION 2. Exhibit C "Terms and Conditions of Sale," consisting of three pages, and Exhibit A "Property Description," consisting of one page, attached hereto, are by reference incorporated herein and made a part of this Resolution.

SECTION 3. This Resolution is effective upon adoption unless stated otherwise in the notice.

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PASSED AND ADOPTED THIS _____ DAY OF _____, 2021 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Approved:

John J. Lee, Mayor

Attest:

Jackie Rodgers, Acting City Clerk

EXHIBIT A

PROPERTY DESCRIPTION
[Please see the attached.]

Mayor
John J. Lee

Council Members
Isaac E. Barron
Pamela A. Goynes-Brown
Scott Black
Richard J. Cherchio



City Manager
Ryann Juden

Public Works Department – Dale Daffern, P.E., Director

2250 Las Vegas Boulevard, North • Suite #610 • North Las Vegas, Nevada 89030

Telephone: (702) 633-1310 • TDD: (800) 326-6868

www.cityofnorthlasvegas.com

EXPLANATION: This description represents the “City of North Las Vegas” properties (A.P.Ns 124-24-601-001, 124-24-701-005, and 124-24-701-006), lying within the East Half (E 1/2) of Section 24, Township 19 South, Range 61 East, and is intended to be used for the Job Creation Zone Competitive Sale.

PROPERTY DESCRIPTION

Parcels of land lying within the East Half of (E 1/2) Section 24, Township 19 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada, more particularly described as follows:

Being all of Parcel 2, containing 114.52 acres more or less; all of Parcel 3, containing 33441.06 sq. ft. or 0.76 acres more or less; and all of Parcel 4, containing 20.08 acres more or less.

Contains 135.36 acres, more or less.

“Exhibit attached hereto and made a part of.”

Prepared by:

Frank B. Wittie, PLS
GPS/Survey Coordinator
2250 Las Vegas Blvd., North, Suite 610
North Las Vegas, NV 89030

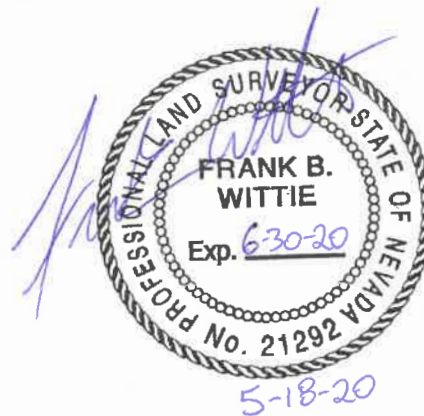
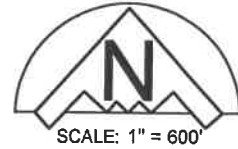


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



CC-215

STATZ ST.

PECOS RD.

124-24-601-001
CITY OF NORTH LAS VEGAS
PARCEL 2
PARCEL MAP FILE 125 PAGE 64
114.52 ACRES +/-

124-24-701-005
CITY OF NORTH LAS VEGAS
PARCEL 3
PARCEL MAP FILE 125 PAGE 64
33441.06 SQ. FT. +/-
0.76 ACRES +/-

124-24-701-006
CITY OF NORTH LAS VEGAS
PARCEL 4
PARCEL MAP FILE 125 PAGE 64
20.08 ACRES +/-

ROME BLVD.

A.P.N.s: 124-24-601-001, 124-24-701-005,
AND 124-24-701-006
TOTAL AREA OF PARCELS: 135.36 ± ACRES

A PORTION OF SECTION 24, TOWNSHIP 19 SOUTH,
RANGE 61 EAST, MDM. CONTAINING 135.36± ACRES

SHEET 1 OF 1



CITY OF NORTH LAS VEGAS
JOB CREATION ZONE COMPETITIVE SALE

OWNER:
CITY OF NORTH LAS VEGAS

PROJECT NUMBER 19-605
DWG 19-605 JCZ Compe...
DRAWN BY: GH
DATE: MAY 18, 2020
SCALE: 1" = 600'

**EXHIBIT B
NOTICE OF LAND SALE**

NOTICE IS HEREBY GIVEN that the City of North Las Vegas, Nevada, a municipal corporation, intends to sell certain real property consisting of approximately 135.36 +/- net acres, more or less, currently zoned General Commercial District (C-2) being generally located on the southwest corner of CC-215 and North Pecos Road, and further identified as Assessor's Parcel Numbers: 124-24-601-001, 124-24-701-005, and 124-24-701-006 in Section 24, Township 19 South, Range 61 East, M.D.M. (the "JCZ South" or the "Property").

Resolution No. 2672, approved by the North Las Vegas City Council on October 6, 2021, outlines specific conditions of sale and submittal requirements for offerors/potential buyers. This Notice of Land Sale outlines the general conditions for the submissions of offers and shall **be posted at the North Las Vegas City Hall, 2250 Las Vegas Boulevard North; 1st Floor Lobby; Public Safety Building, 2266 Civic Center Drive, bulletin boards at the North Las Vegas Public Libraries located at: 2250 Las Vegas Boulevard North, Suites 133 and 137; Aliante Library, 2400 W. Deer Springs Way; Alexander Library, 1755 West Alexander Road. Copies of the complete Resolution and conditions of sale and submittal requirements may be obtained from the Office of the City Clerk, 2250 Las Vegas Boulevard North, Suite 800, North Las Vegas, Nevada, or www.cityofnorthlasvegas.com. This Notice of Land Sale shall be published in the Las Vegas Review-Journal on the following dates: October 9, 2021, October 16, 2021, and October 23, 2021.**

All offers to purchase the Property must be at no less than fair market value, with a minimum offer of Thirty-Six Million Eight Hundred Fifty Thousand and no/100 Dollars (\$36,850,000.00 U.S.) ("Fair Market Value"). All offers must be in writing and must include and be accompanied by a minimum earnest money deposit in the amount of Three Million Six Hundred Eighty-Five Thousand and no/100 Dollars (\$3,685,000.00), which is equal to ten percent (10%) of the Fair Market Value. This deposit must be in the form of a certified check or cashier's check made payable to the "City of North Las Vegas", or made by wire transfer (contact the [City Clerk] for wiring instructions). The offeror's name must be included on the check. The offer and deposit are due to the office of the City Clerk on or before 4:00 p.m. PST, on December 15, 2021.

Written offers to purchase the Property will be collected only at the office of the City Clerk located at 2250 Las Vegas Boulevard North, Suite 800, North Las Vegas, Nevada, during regular business hours commencing at 8:00 a.m. on October 7, 2021, and continuing thereafter until 4:00 p.m. on December 15, 2021. All written offers must be in writing, sealed and accompanied by (1) a duly signed Offer to Purchase letter, (2) Conceptual Development Plan, and (3) Statement of Qualifications; and (4) the required deposit (if wire transfer is utilized, confirmation of the transfer must be submitted). All submissions must include one (1) physical copy of the written offer as well as one (1) electronic copy in .pdf format on a digital medium such as a flash drive or CD-ROM. The offer envelope shall reference the name and address of the submitting offeror and the resolution number. Written offers will be opened by the City Clerk at 2:00 p.m. on December 16, 2021.

All written offers that meet the minimum Fair Market Value and include the minimum earnest deposit (each a "Qualified Offer") will be considered and evaluated by the City Council. The acceptance of a Qualified Offer to purchase the Property shall be at a duly noticed public meeting to be held on January 5, 2022 at North Las Vegas City Hall, Council Chambers, 2250 N. Las Vegas Boulevard, North Las Vegas, Nevada.

The City Council may, in its sole and absolute discretion, accept any Qualified Offer that it determines provides the maximum benefit to the City taking into consideration all of the elements of the offer and

the City's overall goals and objectives for the Property. The City Council also reserves the right to reject any and all Qualified Offers and may choose not to sell the Property.

Upon acceptance of the successful offer, the offeror will be required to submit an additional deposit in the amount of One Million Eight Hundred Forty-Two Thousand Five Hundred and no/100 Dollars (\$1,842,500.00), which is equal to five percent (5%) of the Fair Market Value of the Property. All unsuccessful offerors will have their initial earnest money deposits returned within 7 calendar days of the City's acceptance of the successful offer.

Should the successful offeror seek to withdraw its offer after it has been accepted by the City and before the sale of the Property has been completed, the City reserves the right to deduct from the offeror's earnest money deposit the City's administrative fees and costs associated with the sale of the Property incurred after the acceptance of the offer.

For further information, contact the City Clerk's Office at 2250 Las Vegas Boulevard, Suite 800, North Las Vegas 89030.

Dated this _____ day of _____.

Jackie Rodgers, Acting City Clerk

EXHIBIT C
TERMS AND CONDITIONS OF SALE

1. The offer to purchase shall be for the entire 135.36 +/- net acres of the Property, except for certain areas that the City shall reserve for public infrastructure, rights of way and public facilities. Any portion of the Property having not closed escrow within six (6) months of the City Council approval of a Purchase and Sale Agreement shall be subject to a new appraisal in accordance with NRS § 268.059 which shall then be utilized to establish the new sales price for the Property or portion thereof to be publicly sold in conformance with the procedures for conveyances established in the Memorandum of Agreement Between City of North Las Vegas, Nevada and United States Department of the Interior, Bureau of Land Management executed January 3, 2018 (“Memorandum of Agreement”).
2. The minimum acceptable offer to purchase the Property is based upon the Fair Market Value price of Thirty-Six Million Eight Hundred Fifty Thousand and no/00/100 Dollars (\$36,850,000.00 U.S.).
3. All offers must include and be accompanied by a minimum earnest money deposit in the amount of Three Million Six Hundred Eighty-Five Thousand and no/100 Dollars (\$3,685,000.00), which is ten percent (10%) of the Fair Market Value of the Property. The minimum earnest money deposit must be presented with the offer to purchase the Property in order for the offer to be considered a Qualified Offer for evaluation and consideration by the City Council. If the offer is accepted by the City Council, the minimum earnest money deposit will be applied to the purchase price. An additional deposit One Million Eight Hundred Forty-Two Thousand Five Hundred and no/100 Dollars (\$1,842,500.00), which is equal to five percent (5%) of the Fair Market Value of the Property, will be required to be deposited in escrow when the successful bid is announced.
4. Sale of the Property will be contingent upon the buyer and the City entering into a Development Agreement, in accordance with N.R.S. § 278.0201, governing the development of the Property, including, without limitation, all of the following: (a) the permitted uses of the Property, (b) the design and aesthetics of all improvements, including the establishment of architectural criteria and design guidelines, (c) the conditions, terms, restrictions, and requirements for all necessary public and private infrastructure, (d) the timing for commencing and completing the construction of the improvements on the Property and (e) any other matters related to the development of the Property.
5. The balance of the purchase price will be due in immediately available federal funds at time of closing.
6. The City and the Buyer shall execute a mutually acceptable Purchase and Sale Agreement which memorializes the terms and conditions outlined herein once approved by the City Council and the parties agree that the Purchase and Sale Agreement shall be utilized as the instructions to the escrow agent.
7. The City Council reserves the right to reject any and all offers to purchase the Property. All offers to purchase are currently scheduled to be considered by the City Council on January 5, 2021.

8. The escrow agent for the sale shall be Jennifer Reinink with Chicago Title of Nevada, Inc. The Buyer shall pay all recording fees, escrow fees as well as the Real Property Transfer Taxes, and may obtain title insurance at its own expense. Furthermore, the Buyer shall reimburse the City for the cost of all preliminary title reports, appraisals for the Property and all publication fees related to the offer and sale process.
9. The property is currently zoned General Commercial District (C-2). The plan and vision for the Property contemplates a mixed-use commercial, medical, office and business park that generates high quality jobs and employment opportunities. The Property will be deed restricted from any further zoning changes that seek to change the plan and vision.
10. The Property will be deed restricted to prohibit residential uses, including memory care and assisted living facilities. All nonresidential uses shall be in compliance with all other applicable federal, state and local legal requirements.
11. The Buyer acknowledges that the City's willingness to enter into this sale is based on the Buyer developing the Property consistent with the elements set forth in Buyer's offer, including, without limitation, the Conceptual Development Plan and the Statement of Qualifications. The Purchase and Sale Agreement and the Development Agreement shall include covenants requiring the Buyer to maintain its position as the master developer of the Property responsible for the overall conceptualization, design and construction of the Property.
12. After the sale of the Property from the City to the Buyer, the Buyer shall have the right to sell portions of the Property to such persons or entities provided the transferee accepts and assumes in writing the development covenants and conditions agreed upon with the City and recorded against title to the Property. The Buyer shall not sell or transfer all of the Property in its entirety to any other third person (other than as provided herein) without the prior written consent of the City Council, which shall not be unreasonably withheld, conditioned or delayed, if the proposed transferee demonstrates the financial capability and development expertise to complete the development of the Property in accordance with the previously-approved Development Agreement and applicable federal, state and local law. Any transfer in violation of this prohibition shall be deemed an event of default by the Buyer of this sale. The City shall respond to the Buyer's request to sell, transfer or convey the Property within thirty (30) calendar days. In the event the City fails to respond within such thirty (30) day period, the proposed sale, transfer or conveyance shall be deemed approved.
13. No transfer of any portion of the Property shall relieve the Buyer of its obligations hereunder as to the portion of the Property so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this sale. This sub-section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of the Property.
14. In recognition of the City's interest in the expeditious development of the Property in conformance with the City's vision, the Buyer shall grant the City an irrevocable, exclusive right and option to repurchase the entire Property, or any undeveloped phase of the Property, upon an event of default of Buyer, or any of its successors and assigns, to develop each phase of the Property in conformance with the requirements of the Development Agreement.

15. The sale of this Property does not constitute an endorsement or approval of any development plans or a commitment or guarantee for water or sanitary sewer service. Provision of these services is administered pursuant to Title 13 Public Services of the North Las Vegas Municipal Code. The Buyer understands the Property will be subject to all requirements for development per the North Las Vegas Municipal Code.
16. The Buyer acknowledges that the City, its employees, agents and representatives have made no representations or warranties, written or oral, express or implied, with respect to the Property except that the City is the owner of the Property in fee title and has the authority to sell the Property in accordance with Nevada law and the Memorandum of Agreement and upon the terms and conditions set forth herein. The Buyer is relying upon its own expertise and upon its own investigation of the Property with respect to its suitability for the Buyer's intended use. The Buyer shall acquire the Property AS IS and WITH ALL FAULTS.