

RESOLUTION NO. 4305

(Land Sale – 8.15 Acres Located at the St. Rose Parkway and Spencer Street)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, CLARK COUNTY, NEVADA, EXPRESSING ITS INTENT TO SELL APPROXIMATELY 8.15 ACRES, MORE OR LESS, OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF ST. ROSE PARKWAY AND SPENCER STREET IN HENDERSON, NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 177-35-101-014 AND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., AT PUBLIC AUCTION FOR A MINIMUM PRICE OF \$5,860,000.00.

- WHEREAS, the City of Henderson ("City") may sell certain City-owned real property pursuant to the provisions of NRS 268.008, NRS 268.059 et seq., and the Henderson City Charter; and
- WHEREAS, the City owns approximately 8.15 acres, more or less, of real property commonly known as Assessor's Parcel Number ("APN") 177-35-101-014, located at the northwest corner of St. Rose Parkway and Spencer Street in Henderson, Nevada, which is vacant and not needed for any public purpose (the "Offered Property"); and
- WHEREAS, the Offered Property is described on the Notice of Sale attached hereto as Exhibit A and the Property Description attached hereto as Exhibit C; and
- WHEREAS, the Offered Property is currently zoned MC (Corridor/Community Mixed Use); and
- WHEREAS, the City has obtained two independent appraisals of the Offered Property, which were prepared not less than six (6) months prior to the date on which the Offered Property is to be offered for sale, pursuant to the requirements of NRS 268; and
- WHEREAS, in accordance with NRS 268.061, the highest appraised value, Five Million, Eight Hundred Sixty Thousand and no/100 Dollars (\$5,860,000.00), is the minimum price that the City may accept for the Offered Property; and
- WHEREAS, the City Council deems it to be in the best interest of the public to sell the Offered Property; and
- WHEREAS, pursuant to Sec. 2.320(3) of the City Charter, the City Council may attach any condition to the sale as appears to the City Council to be in the best interests of the City; and

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WHEREAS, pursuant to Sec. 2.320 of the City Charter, following the adoption of a resolution to sell real property, the City Council must cause a notice of its intention to sell the real property to be published once in a newspaper qualified pursuant to the provisions of chapter 238 of NRS, which notice must be published at least 30 days before the date set by the City Council for the sale; and

WHEREAS, in accordance with NRS 268.061(1)(b), before the City may sell the Offered Property, it must cause a notice to be published at least once a week for 3 successive weeks in a newspaper qualified under chapter 238 of NRS that is published in the county in which the Offered Property is located, which notice must set forth, (i) a description of the real property proposed to be sold in such a manner as to identify it; (ii) the minimum price, if applicable, of the real property proposed to be sold; and (iii) the places at which this Resolution has been posted pursuant to NRS 268.061(1), and any other places at which copies of such resolution may be obtained; and

WHEREAS, NRS 268.061 sets forth the manners in which the City may accept payment for real property that is appraised at \$1,000 or more; and

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

SECTION 1. The City Council finds that the sale of the Offered Property in the manner set forth in this Resolution and the Notice of Sale attached hereto as Exhibit A, consisting of two (2) pages, which is hereby made a part of this Resolution, will be in the best interest of the City.

SECTION 2. The minimum price for which the Offered Property may be sold is hereby designated as Five Million Eight Hundred Sixty Thousand and no/100 Dollars (\$5,860,000.00), and such price must be paid in cash.

SECTION 3. The sale of the Offered Property shall be subject to those additional terms and conditions set forth in the Terms and Conditions of Sale attached hereto as Exhibit B, consisting of two (2) pages, which is hereby made a part of this Resolution.

SECTION 4. The description of the Offered Property is set forth in the Offered Property Description attached hereto as Exhibit C, consisting of one (1) page, which is hereby made a part of this Resolution.

SECTION 5. A public meeting to receive and consider the bid proposals and possibly accept a bid for the Offered Property is hereby set for July 24, 2018 at 5:30 p.m., or as soon after such time as practical, in the City Council Chambers, 240 Water Street, Henderson, Nevada 89015.

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SECTION 6. The City Clerk is hereby authorized and directed to post this Resolution in designated public places within the City and to publish the Notice of Sale not less than 30 days, and at least once a week for three successive weeks, prior to auction in accordance with the requirements of the City Charter and NRS 268.061.

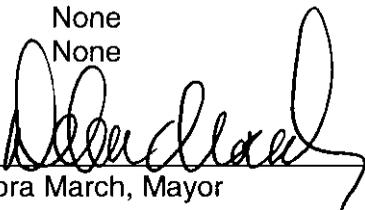
SECTION 7. A copy of this Resolution and the Notice of Sale can be obtained in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

SECTION 8. This Resolution is effective upon adoption.

PASSED, ADOPTED, AND APPROVED THIS 19TH DAY OF JUNE, 2018, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

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

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



Debra March, Mayor

ATTEST:



Sabrina Mercadante, MMC, City Clerk

Exhibit A
NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the City of Henderson, Nevada, a municipal corporation, intends to sell that certain real property consisting of approximately 8.15 acres, more or less, of vacant land (the "Offered Property"), located in the North Half (N 1/2) of Section 35 Township 22 South, Range 61 East, M.D.M., Henderson, Nevada, identified as Lot 2 as shown by map thereof on file in File 112 of Parcel Maps, Page 84, in the Office of the County Recorder of Clark County, Nevada, being a portion of Assessor Parcel No. 177-35-101-014, zoned MC (Corridor/Community Mixed-Use), to the highest qualified bidder, subject to Terms and Conditions of Sale adopted by City Council as part of Resolution No. 4305, which is available at the locations set forth below, zoning regulations, reservations for public purposes, easements, restrictions of record, and further subject to the following:

TIME, DATE, PLACE AND REQUIREMENTS FOR SUBMISSION
OF BIDS TO PURCHASE

Bid packages consisting of an Offer to Purchase letter, the Affidavit for Oral Bids and Affidavit for Written/Oral Bids, agreeing to comply with the conditions of the land sale, and a copy of the form of the land sale agreement to be entered into by the successful bidder will be available in the Department of Public Works, Parks and Recreation, Administration, located at 240 Water Street – Third Floor, Henderson, Nevada, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The bid package is also available on the City's website: www.cityofhenderson.com.

All bids must be accompanied by a deposit equal to five (5) percent of the highest appraised value of the Offered Property of Five Million Eight Hundred Sixty Thousand and no/100 Dollars (\$5,860,000.00); said deposit is Two Hundred Ninety Three Thousand and no/100 Dollars (\$293,000.00). All deposits must be in the form of a certified check or cashier's check made out to the "City of Henderson or [*Name of Bidder*]". The bidder's name must be included on the check.

Written bids to purchase the Offered Property will be collected only at the office of the City Clerk located at 240 Water Street, Henderson, Nevada, during regular business hours commencing at 7:30 a.m. on June 20, 2018, and continuing thereafter until 5:00 p.m. on July 23, 2018. All written bids must be in writing, sealed and accompanied by (1) a duly signed Offer to Purchase letter, (2) a duly signed Affidavit for Written/Oral Bids; and (3) the required deposit. The bid envelope shall reference the name and address of the submitting bidder and the resolution number. Submittal of a written bid in accordance with these requirements will automatically register a bidder for the oral bidding process.

Persons who do not submit a written bid and who desire to participate in the oral bidding process must submit (1) a signed Affidavit for Oral Bids and (2) the required deposit to the City Clerk no later than 5:00 p.m. on July 24, 2018.

Bids that do not comply with these requirements will not be considered and will be returned to the bidder. Deposits will be returned to the unsuccessful bidders.

Bid placards will be distributed to duly registered bidders in the City Clerk's Office between 4:00 p.m. and 5:15 p.m. the night of the meeting. It is each bidder's responsibility to pick up a bid placard.

At the Special City Council meeting on July 24, 2018, the date designated by resolution of the City Council for receiving and considering bids, after the written bids are opened, examined and declared to be in conformance with the resolution and conditions of sale, the City Council shall call for oral bids. The first oral bid must exceed the highest written bid by five (5) percent.

Bids will be considered in accordance with Section NRS 268.062. The City Council may, at the meeting at which bids are opened and considered or an adjourned session of the same meeting, accept the highest bid made by a responsible person pursuant to the terms and conditions of the sale or reject all bids and withdraw the property from sale.

Resolution No. ~~4305~~ and this Notice of Sale shall be posted at the Henderson Multigenerational Center, 250 S. Green Valley Parkway; City Hall, 240 Water Street, 1st Floor Lobbies; Whitney Ranch Recreational Center, 1575 Galleria Drive; and Fire Station No. 86, 1996 East Galleria Drive. Any interested party may obtain copies of the Resolution and this notice in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

INSPECTION

To arrange inspection of the Offered Property, contact Public Works, Parks and Recreation - Property Management Division at (702) 267-1300 Monday through Thursday, 7:30 a.m. to 5:30 p.m. No person may enter upon the Offered Property without the prior approval of the Property Management Division.

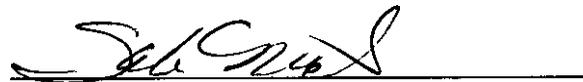
DATE, TIME AND PLACE FOR OPENING AND ACTION UPON BID OFFERS

The written bids shall be opened, examined and declared by the City Council at 5:30 p.m., or as soon thereafter as practical, on July 24, 2018 in a Special City Council Meeting. The City Council shall then call for oral bids, the first of which shall be at least 5% more than the highest written bid. The City Council may then accept the highest bid, reject all bids and withdraw the property from sale, or continue the consideration of such actions to an adjourned session of the same meeting to be held within 21 days.

THIS NOTICE IS GIVEN pursuant to and subject to Section 2.320 of the Charter of the City of Henderson, Nevada and NRS 268.061 and 268.062.

For more information, contact the City Clerk's Office at 240 Water Street, P.O. Box 95050, Henderson, Nevada 89009-5050.

DATED this 20th day of June, 2018.



SABRINA MERCADANTE, MMC
CITY CLERK

EXHIBIT B
TERMS AND CONDITIONS OF SALE

1. The minimum acceptable bid is Five Million Eight Hundred Sixty Thousand and no/100 Dollars (\$5,860,000.00). Payment of the purchase price must be in the form of cash. The City will not provide financing.
2. A Two Hundred Ninety Three Thousand and no/100 Dollar (\$293,000.00) deposit is required with bid. If, after the acceptance of Buyer's bid by the City Council, the sale is not consummated because the City refuses or is unable to consummate the sale, the deposit will be refunded to the Buyer. If, after the acceptance of Buyer's bid for the sale by the City Council, the sale is not consummated because Buyer refuses or is unable to consummate the sale, the City will retain the deposit. Except as otherwise provided in this paragraph, Buyer's deposit is non-refundable upon the City's acceptance of Buyer's bid and shall constitute liquidated damages to the City in the event of a default by Buyer.
3. The successful bidder ("Buyer") shall execute a Purchase and Sale Agreement and Joint Escrow Instructions between Buyer and the City upon the terms and conditions set forth herein within fourteen (14) days of the acceptance of the bid. Buyer's deposit will be deposited in an account in the name of the City and applied to the purchase price at closing. The closing of the sale will take place through a third-party escrow.
4. Buyer shall pay any and all real property transfer tax, escrow fees, recording fees and other closing costs, and any third party fees and costs of Buyer's professionals, including any broker, attorney or consultant of Buyer.
5. Title to the Offered Property shall be conveyed by Grant, Bargain, Sale Deed at closing, free of liens and encumbrances, excluding any lien for real property taxes and other assessments not then delinquent, encumbrances now of record, and any matter affecting the condition of title to the Offered Property created by or with the written consent of Buyer.
6. Buyer may obtain title insurance at Buyer's sole expense.
7. Bid shall be for the entire 8.15 acres, more or less, described in the Notice of Sale (the "Offered Property").
8. Buyer shall reimburse the City for all third party costs of appraisals (\$3,500.00), preliminary title reports (up to \$150), and publication of the Notice of Sale (up to \$1,000).
9. The City reserves all rights to reject any and all bids.
10. The initial escrow period shall be for a maximum period of 60 days and shall be deemed to have commenced the next business day following the date of City Council approval and acceptance of bid of the land sale. Closing shall take place within 60 days of such acceptance, provided that the closing may be extended for three (3) consecutive 30-day periods by mutual agreement. For each 30-day extension, the Buyer shall make an additional deposit into escrow of an amount equal to 1% of the purchase price. Any such additional deposit will be applied to the purchase price at closing, provided that such deposits are not refundable and shall be retained by the City should Buyer refuse or otherwise fail to consummate the sale in accordance with these terms and conditions

(other than in the event of a default by the City). Such deposits will be refunded to Buyer in the event that the sale is not consummated because the City refuses or is unable to consummate the sale.

11. The Offered Property must be developed with a vertical mixed-use development compatible with the Henderson Comprehensive Plan and the MC Zoning, consisting of residential, retail, and a minimum of 40,000 square feet of office space (the "Project").
12. The winning bidder must begin construction of the Offered Property within 18 months of consummation of the sale. A one-time administrative extension for 6 months may be granted upon approval by the City Manager or his designee. If construction does not begin within the allowed time, the property may be purchased back by the City for the amount which the winning bidder purchased the property from the City.
13. Prior to execution of a purchase and sale agreement, Buyer shall be required to show significant professional experience in constructing developments such as the Project. As a condition precedent to enter into a purchase and sale agreement, Buyer shall submit to National Development Council, the City's third party financial consultant, sufficient documentation to demonstrate adequate financial resources to be able to commence and complete construction of the Project.
14. Pursuant to Section 2.320(3) of the City's Municipal Code, the City is structuring this sale to ensure that it will result in the maximum benefit to the City and its residents. Therefore, if Buyer assigns, sells, transfers or conveys any of its right, title or interest in the Offered Property prior to commencement of construction of the Project, Buyer shall remit to the City any amount of consideration greater in value than the amount which Buyer paid to purchase the Offered Property.
15. The sale of City-owned 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 and 19 of the Henderson Municipal Code. Buyer understands the Offered Property will be subject to requirements for development per the Henderson Municipal Code.
16. Buyer is responsible for Buyer's own due diligence with respect to the suitability of the Offered Property. Buyer acknowledges that the City, its employees, agents and representatives have not made any representations or warranties, written or oral, express or implied, with respect to the Offered Property. Buyer is relying upon his own expertise and upon his own investigation of the Offered Property with respect to its suitability for Buyer's intended use. Buyer shall acquire the Offered Property AS IS and WITH ALL FAULTS.

EXHIBIT C
OFFERED PROPERTY DESCRIPTION

All that certain real property situated in the County of Clark, State of Nevada described as follows:

Lot 2, as shown by map thereof on file in File 112, Page 84 of Parcel Maps, Official Records, Clark County, Nevada.

Assessor's Parcel No. 177-35-101-014

This property is graphically depicted on Attachment 1.

Attachment 1

