

MEETING OF

APRIL 13, 1998

City of Las Vegas

AGENDA & MINUTES

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF PUBLIC WORKS -
CONSENT

REPORT/ACTION ITEM

ABEYANCE ITEM

69	<p>Approval of the Second Amendment to the Lease and Management Agreement with Nevada Links, Inc., to add additional real property to the Leased Property and to increase the annual rent to be paid for such addition (NOTE: This duplicates Discussion Item #103)</p>	<p>McDONALD - Motion to bring forward and STRIKE items 2 69, and 102 and HOLD in ABEYANCE items 104 and 108 4/27/98 - carried UNANIMOUSLY</p>

		<p>There was no discussion.</p>
		<p>(10:49 - 10:51) 1-1083</p>
70	<p>Approval of first amendment to the Links Golf Course water provision agreement dated December 8, 1997, to transfer certain responsibilities of the City to Nevada Links in exchange for water credits of equal monetary value</p> <p>(Fiscal Impact: Potential savings in effluent water cost - \$600,000)</p>	<p>JONES - Motion to Approve: Items 3 through 27 Items 29 through 36 Items 38 and 39 Item 40 (as amended) Items 41 through 68 Items 70 through 84 - carried UNANIMOUSLY with McDONALD not voting</p> <p>Items 28 and 69: STRICKEN under separate action (see individual items)</p> <p>Item 37: APPROVED under separate action (see individual item)</p>

		<p>There was no related discussion.</p>
		<p>(10:51 - 10:52) 1-1137</p>
71	<p>Approval of the development agreement amendment with the County of Clark for street improvements at the Links Golf Course</p> <p>(Fiscal Impact: Approximately \$590,000 for off-site improvements to Vegas Valley Drive and another estimated \$375,000 for Desert Inn Road)</p>	<p>APPROVED - see above Item 70</p>

AGENDA DOCUMENTATION

MEETING OF
April 13, 1998TO:
CITY COUNCILFROM:
RICHARD D. GOECKE, DIRECTOR
PUBLIC WORKS

SUBJECT: Approval of First Amendment to the Links Golf Course Water Provision Agreement dated December 8, 1997, to transfer certain responsibilities of the City to Nevada Links in exchange for water credits of equal monetary value.

BACKGROUND:

In December 1997, the City's Waste Water Treatment Plant entered into an agreement with Nevada Links, Inc. to provide construction of a water distribution system along with providing effluent water at a set rate per gallon for a fixed number of years. This amendment to the contract relieves the City of the obligation to build the system, along with relieving the city of a fifty (50) year obligation for maintenance, repairs, liability issues and paying an electric statement for that length of period. A dollar value for each category has been established. In return for Nevada Links assuming the responsibility, the City will give certain credit for purchase of effluent water for the golf course.

FISCAL IMPACT:

Potential savings to the City in effluent water cost = \$600,000.00.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division, the City Attorney's Office and the Department of Public Works recommend approval of the amendment.

CITY CO

MEETING OF
April 13, 1998

AGENDA DOCUMENTATION

TO:
CITY COUNCIL

FROM:
DAVID ROARK, MANAGER
REAL ESTATE & ASSET MANAGEMENT
DIVISION

SUBJECT: Discussion and possible action to approve the Second Amendment to the Lease and Management Agreement with Nevada Links, Inc., to add additional real property to the Leased Property and to increase the annual rent to be paid for such addition.

BACKGROUND:

The Second Amendment to the Lease and Management Agreement ("Lease") allows Nevada Links to lease an additional approximate twenty-nine (29) acres from the City of Las Vegas. In compensation for this property, the City will receive an additional ten percent (10%) up and above the established rental rate in the original agreement dated July 14, 1997.

Several issues have developed during the planning of construction that were unknown initially creating the need for this additional property.

One factor was the soil conditions and the berms that are being built around--creating the need to redesign the lay-out of the course due to the added expenditure it would create in moving millions of tons of dirt.

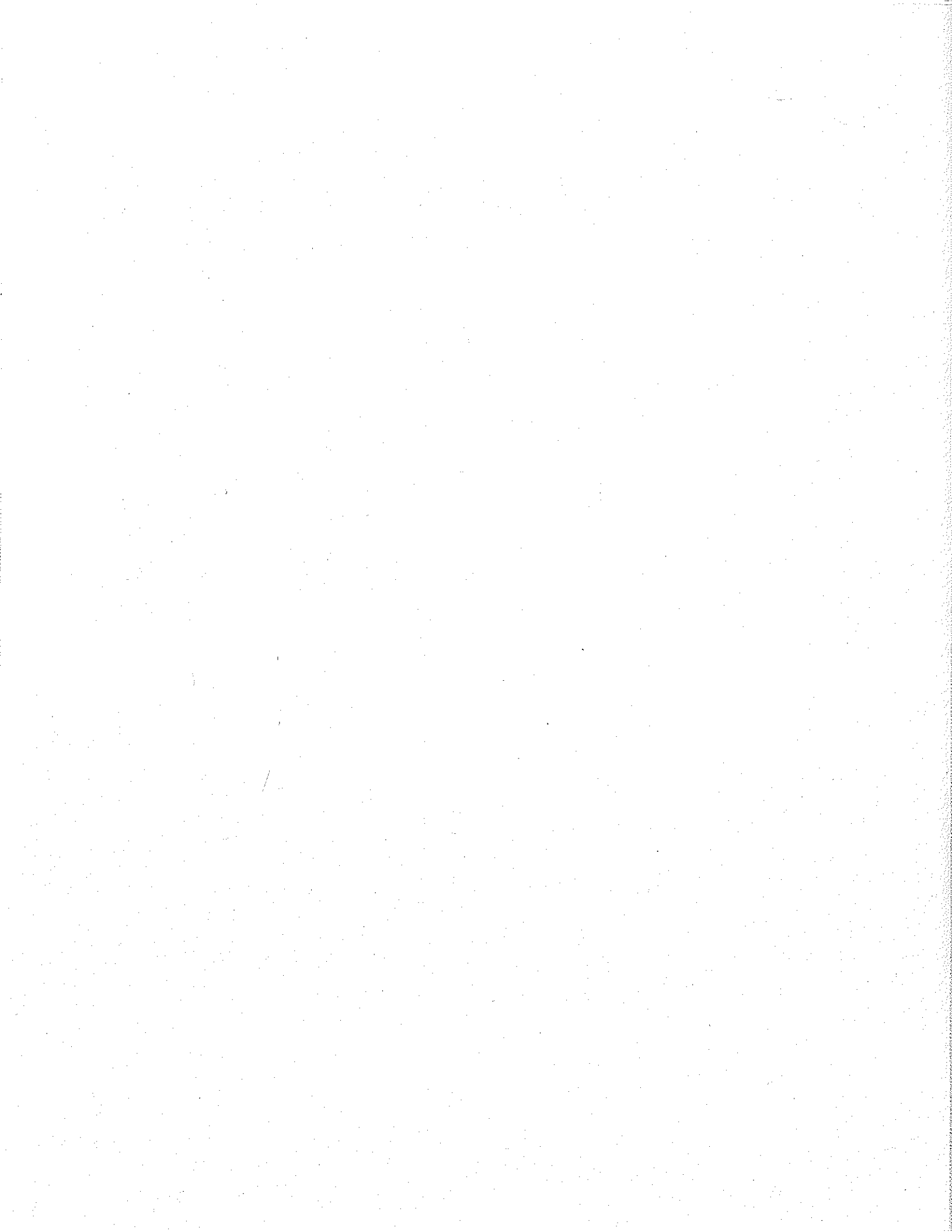
Another factor is the presence of a high voltage line going through the property that needs to be avoided and constructed around. Therefore, a need exists for more acreage to replace the acreage lost for the above reasons in order to build a world class "Links" golf course.

FISCAL IMPACT:

\$450,000.00.

STAFF RECOMMENDATION:

The Real Estate & Asset Management Division recommends approval of the amendment.



SECOND AMENDMENT TO
LEASE AND MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT ("Second Amendment") is made and entered into as of April 13th, 1998, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Nevada Links, Inc., a Nevada corporation ("Nevada Links").

RECITALS

A. This Second Amendment is to that certain Lease and Management Agreement made and entered into as of July 14, 1997, by and between the City and Golf Club of Illinois, Inc., an Illinois corporation ("Golf Club"), as amended by that certain First Amendment to Lease and Management Agreement made and entered into as of March 9, 1998, by and between the City and Nevada Links ("Lease"). All capitalized terms used in this Second Amendment and not defined herein have the meanings given in the Lease.

B. Golf Club assigned all of its right, title and interest in and to the Lease to Nevada Links, and Nevada Links assumed all of Golf Club's obligations and liabilities in any way related to the Lease, pursuant to that certain Assignment and Assumption ("Assignment") dated as of August 22, 1997.

C. The City and Nevada Links desire to amend the Lease to, among other things, (i) add additional real property to the Leased Property, and (ii) increase the annual rent to be paid by Nevada Links to the City.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Nevada Links agree as follows:

1. The Lease is amended by deleting Exhibit A to the Lease in its entirety and inserting a new Exhibit A in the form of Exhibit A attached to this Second Amendment and incorporated herein by this reference.

2. The Lease is amended by adding a new Section 3.02 as follows:

3.02. Tenant shall pay to Landlord, concurrently with all payments of annual rent paid by Tenant to Landlord pursuant to Section 3.01 ("Base Rent"), additional rent in an amount equal to ten percent (10%) of the Base Rent.

3. In the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of this Second Amendment, this Second Amendment shall control.

4. This Second Amendment may be executed in any number of counterparts.

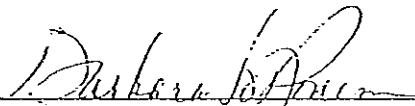
IN WITNESS WHEREOF, the City and Nevada Links have entered into this Second Amendment to be effective as of the date first above written.

City of Las Vegas,
a municipal corporation of the State of Nevada

By: 

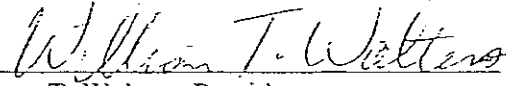
MICHAEL J. McDONALD, MAYOR PRO-TEM

ATTEST:


Barbara Jo Ronemus, City Clerk

Nevada Links, Inc.,
a Nevada corporation

Approved as to form:

By: 
William T. Walters, President

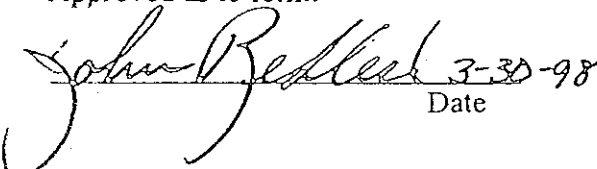

Date 3-30-98

Exhibit A

Parcel One:

The East Half (E ½) of the Southeast Quarter (SE ¼) of Section 9, Township 21 South, Range 62 East, Mount Diablo Base and Meridian. Save and excepting the North Thirty (30.00) feet for Vegas Valley Drive, the South Thirty (30.00) feet for Desert Inn Road and the East Twenty Five (25.00) feet for Stephanie Street. Said parcel contains Seventy Nine and Twenty Six-Hundredths (79.26) acres, more or less.

Parcel Two:

That portion of the South Half (S ½) of the Northwest Quarter (NW ¼) of Section 10, Township 21 South, Range 62 East, of the Mount Diablo Base and Meridian, described as follows:

Lot THREE (3) as shown by map thereof in File 66 of Parcel Maps, Page 1, in the Office of the County Recorder of Clark County, Nevada.

Said parcel contains Thirty Two and Forty Four-Hundredths (32.44) acres, more or less.

Parcel Three:

The West Seven Hundred Seventy Five (775.00) feet of the North One Thousand One Hundred Ninety One and Six-Tenths (1,191.60) feet of the Southwest Quarter (SW ¼) of Section 10 of Township 21 South, Range 62 East of the Mount Diablo Base and Meridian. Save and excepting the North Thirty (30.00) feet for Vegas Valley Drive and the West Twenty Five (25.00) feet for Stephanie Street. Said parcel contains Twenty (20.00) acres, more or less.

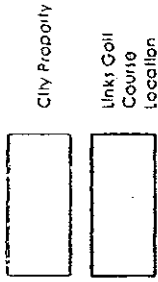
Parcel Four:

The West Seven Hundred Seventy Five (775.00) feet of the Southwest Quarter (SW ¼) of Section 10 of Township 21 South, Range 62 East of the Mount Diablo Base and Meridian. Save and excepting the North One Thousand One Hundred Ninety One and Six-Tenths (1,191.60) feet and the West Twenty Five (25.00) feet for Stephanie Street and the South Thirty (30.00) Feet for Desert Inn. Said parcel contains Twenty Six and Nine-Hundredths (26.09) acres, more or less.

Stephanie Street Vacation:

The West Twenty Five (25.00) feet of the Southwest Quarter (SW ¼) of Section 10, and the East Twenty Five (25.00) feet of the Southeast Quarter (SE ¼) of Section 9, of Township 21 South, Range 62 East of the Mount Diablo Base and Meridian. Said parcel contains Three and Seven-Hundredths (3.07) acres, more or less.

Exhibit B



Real Estate & Asset Management



Date of Issue: 11/17/2014

1:18000

