

City of Las Vegas

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REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
MONDAY, FEBRUARY 3, 2003
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMEN MACK AND WEEKLY

NOTE: EITHER OF THE TWO ALTERNATE MEMBERS OF THE REAL ESTATE COMMITTEE MAY SUBSTITUTE FOR A MEMBER OF THE REAL ESTATE COMMITTEE AT ANY TIME.

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action authorizing staff to apply for a recreation and Public Purpose Lease from the Bureau of Land Management (BLM) for 5 acres of land commonly known as a portion of Parcel 163-09-201-002 located in the vicinity of Durango Drive and Eldora Avenue to be used as a Metro Substation (\$100 - Public Works/Real Estate/Rental of Land) - County (near Wards 1 and 2 - M. McDonald and L.B. McDonald)
2. Discussion and possible action regarding an Interlocal Agreement #108744 with the Las Vegas Valley Water District (LVVWD) for water service to Parcel Number 138-15-201-002 known as the future West Service Center Field Operations Center Buildings located in the vicinity of Peak Drive and Ronemus Drive (\$162,420 - Enterprise Fund/Capital Improvement Projects) - Ward 4 (Brown)
3. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a 750 square foot Easement to LVVWD to service a portion of Parcel Number 138-15-201-002 known as the future West Service Center Field Operations Center Buildings located in the vicinity of Peak Drive and Ronemus Drive - Ward 4 (Brown)
4. Discussion and possible action authorizing staff to enter into negotiations with Woodside Homes to purchase land regarding laying a 96" diameter Effluent Interceptor and Pipe in conjunction with the City's Water Pollution Control Facility located at 6005 East Vegas Drive - County (near Ward 3 - Reese)
5. Discussion and possible action authorizing staff to enter into negotiations with Paintball Adventure for a proposed outdoor paintball field operation to be located at the southwest corner of Cheyenne Avenue and Tenaya Way - Ward 4 (Brown)
6. Discussion and possible action regarding a reallocation of \$24,000 from Community Development Block Grant (CDBG) closed/discontinued projects to purchase and install a modular trailer at 9th and Bridger to provide food storage space for the Jude 22 Senior Food Bank project currently located on the site - Ward 5 (Weekly)
7. Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Duane Liddick for real property known as Parcel Number 138-25-515-003 located at 1513 Laurelhurst Drive Unit 3 for \$65,000 plus closing costs - Special Revenue Fund - Ward 1 (M. McDonald)
8. Discussion and possible action regarding a Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel located at the southwestern corner of Wheeler Peak and Martin Luther King Boulevard in the Enterprise Park to develop a 10,000 square foot corporate training center in two phases (Gain of \$258,595 - Industrial Revenue 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

Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

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

Las Vegas Library, 833 Las Vegas Boulevard North; 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

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City of Las Vegas

REAL ESTATE COMMITTEE AGENDA **REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003**

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

PRESENT: COUNCILMEN MACK and WEEKLY

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, LESA CODER, DIRECTOR OF OFFICE OF BUSINESS DEVELOPMENT, and DEPUTY CITY CLERK GABRIELA S. PORTILLO-BRENNER

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:
Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board

(3:05)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action authorizing staff to apply for a recreation and Public Purpose Lease from the Bureau of Land Management (BLM) for 5 acres of land commonly known as a portion of Parcel 163-09-201-002 located in the vicinity of Durango Drive and Eldora Avenue to be used as a Metro Substation (\$100 - Public Works/Real Estate/Rental of Land) - County (near Wards 1 and 2 - M. McDonald and L.B. McDonald)

Fiscal Impact

No Impact

Amount: \$100 filing fee

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: PW Real Estate/Rental of Land

PURPOSE/BACKGROUND:

Through a process of many meetings with Metro Facility Management and the Real Estate & Assets Division, Metro has identified this site as ideal for a future substation location to meet the growing demands to adequately service the area with police protection.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Application

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 1 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager of Real Estate and Asset Management, advised that this is currently in the County, but the City has 30 to 35 acres on the other side of Sahara, where it is doubtful to be within the City limits. The Las Vegas Metropolitan Police Department has a strategic need for a substation in this area. Staff recommends approval of the lease for five acres for a future substation.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Public Works

Item 1 – Discussion and possible action authorizing staff to apply for a recreation and Public Purpose Lease from the Bureau of Land Management (BLM) for 5 acres of land commonly known as a portion of Parcel 163-09-201-002 located in the vicinity of Durango Drive and Eldora Avenue to be used as a Metro Substation

MINUTES – Continued:

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:11 – 3:12)

1-185

APPLICATION FOR LAND
FOR
RECREATION AND PUBLIC PURPOSE

PARK SITE

CITY OF LAS VEGAS
LAS VEGAS, NEVADA

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB No. 1004-0012
Expires: June 30, 1996

Date _____ Serial Number
(BLM use only)

Home phone (include area code) _____

1a. Applicant's name **City of Las Vegas** b. Address (include zip code)
400 Stewart Ave.
Las Vegas, NV 89101 Business phone (include area code)
(702) 229-1021

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
E1/2NE1/4SW1/4NW1/4	9	21S	60E	MDM

County of **Clark** State of **Nevada** Containing (acres) **5**

3a. This application is for Lease Purchase (If lease, indicate year _____)

b. Proposed use is Public Recreation Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See attached plan of development

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.
Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p. 1063.
6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.
7. If land described in this application has not been classified for recreation and/or Public purposes pursuant to the Recreation and Public purposes Act, consider this application as a petition for such classification.

(Continued on reverse)

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? Yes No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? Yes No (If "no," describe the situation or activity and the reasons for nonaccessibility).

Applicant's Signature

Date

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

APPROVED AS TO FORM:

Thomas R. Green

Date 1-24-03

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (*Sales*) and 43 CFR 2912 (*Leases*).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plats, drawings, or

Item

- blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
 - e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
 - f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
 - g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

AUTHORIZATION

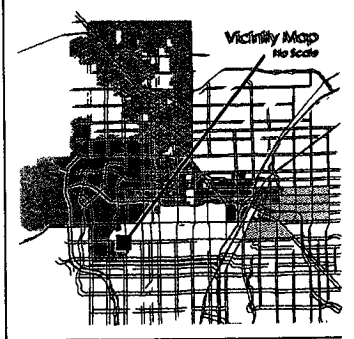
The following action by the City of Las Vegas Council authorizes the submittal of this application for the acquisition of those parcels contained herein under the Recreation and Public Purpose Act.

ATTACHMENT 1
LOCATION MAP



Site Map

-  Selected Site
-  Text Major Street Names
-  Scimajor
-  USA

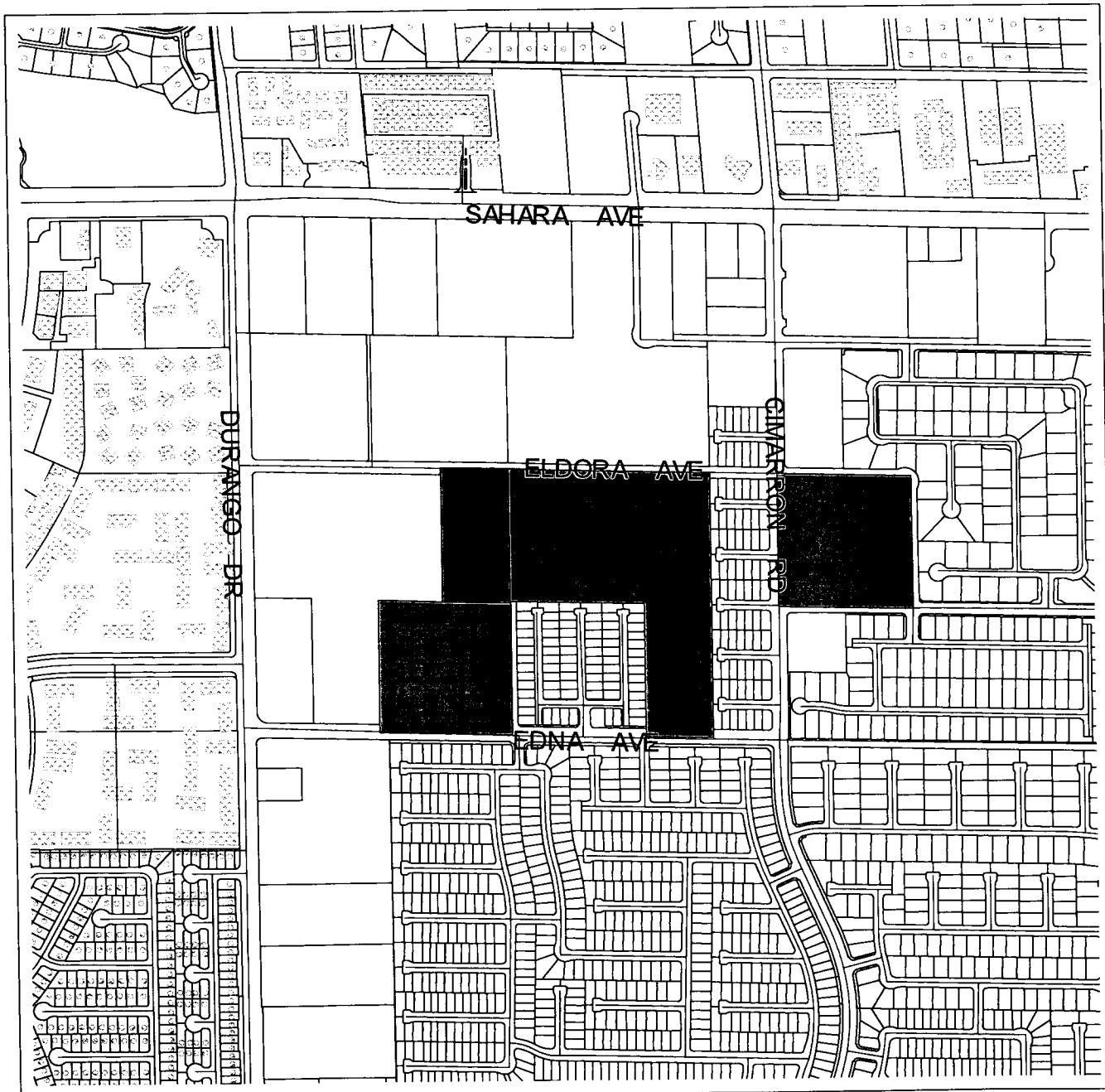


Real Estate & Asset Management



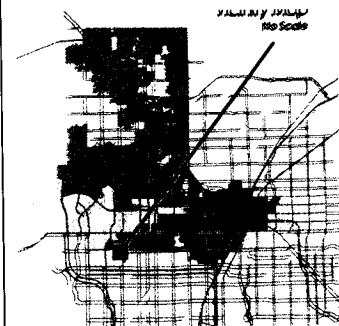
Date of Data: 2003/01/04

ATTACHMENT 2
SITE MAP



Site Map

-  Metro Site
-  Street Centerline
-  Building Footprints
-  USA
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/01/22

LEGAL DESCRIPTION

Legal Description

The parcel legally described as:

Mount Diablo Base & Meridian, Nevada
Township 21 South, Range 60 East,
Section : 9
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$

Consisting of approximately 5 acres

PLAN OF DEVELOPMENT

STATEMENT OF NEED

The City of Las Vegas is one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. During the eighteen year period from 1980 to 1998, the City's population increased by an estimated 278,689. From the period from 1995 to 2000 the population increased by 388,002 citizens. This tremendous growth is expected to continue through the year 2020.

As the City of Las Vegas continues to grow, increased demands will be placed upon the City to provide for new parks and recreation facilities for existing and future residents. By the same token, a great deal of this growth is occurring in the areas in and near the northwest areas of the City. It is imperative for the City of Las Vegas to plan, acquire and develop parks and recreational facilities in a timely manner, to ensure that these services will be available when needed. The City intends on phasing its park development as the demand for recreational facilities increases. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of park site acquisition.

It is intended that this project will provide a location where individual recreation needs will be possible. The park will be geared to all ages and abilities. The facility will include individual group picnic shelters, parking, bathrooms, tot play area, walking trails and open spaces.

PHASING

It is anticipated that the entire park site will be constructed in one phase, completing all of the work at one time. Work would include:

Street Grading and Paving
Off-site improvements
Composition Paths
Site Earthwork
Site Electrical
Perimeter Post and Chain
Dumpster Enclosure
Landscaping
Benches
Picnic Tables, Shelters, BBQ pits
Parking Lots
Street Striping and Signage
Restrooms
Tot Lots
Walking Trails

MANAGEMENT PLAN

The City of Las Vegas Agrees to the following commitments which will be incorporated by reference in the conveyance of the subject land:

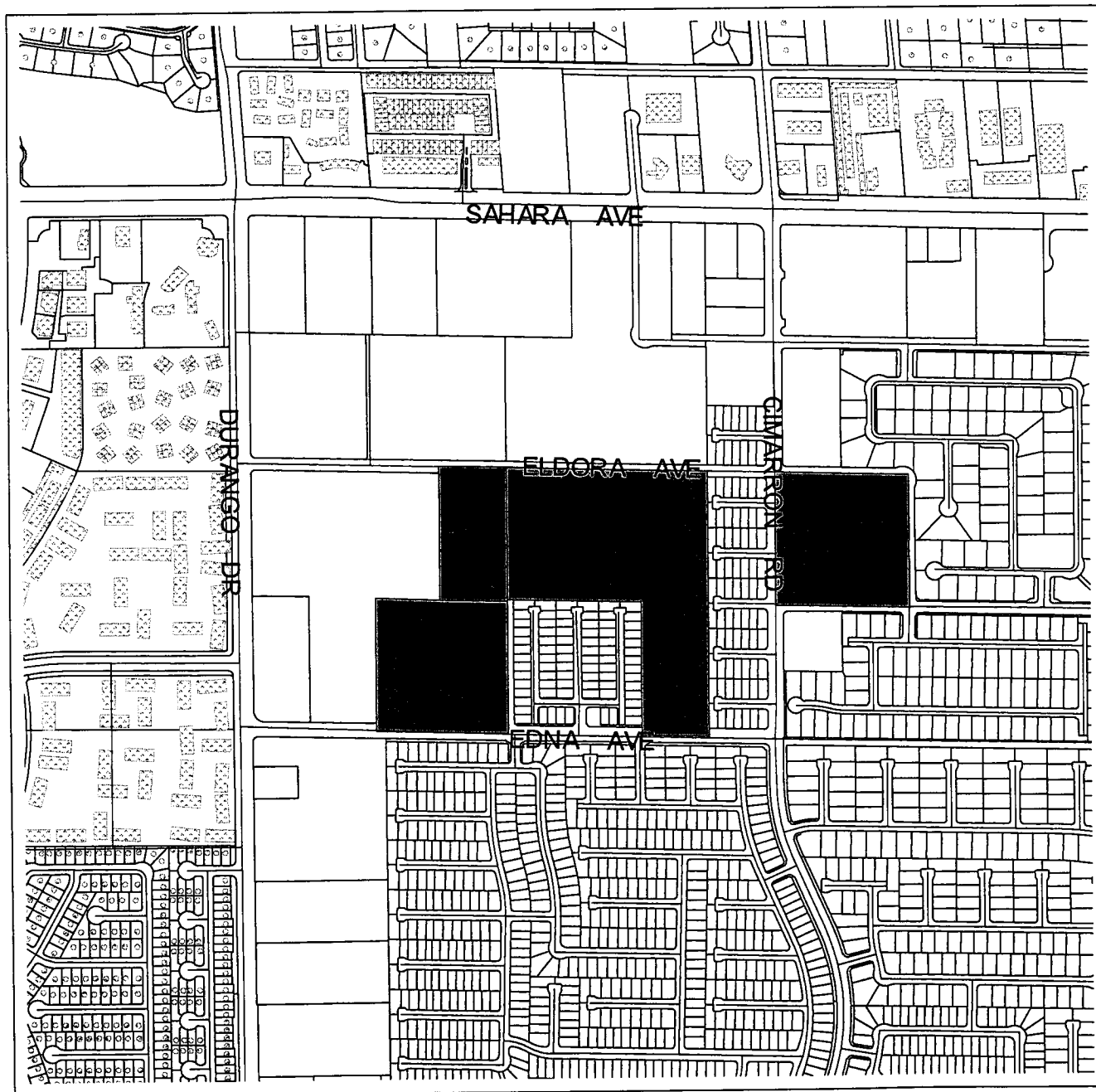
1. To maintain the lands open to use by the public for recreational purposes without discrimination or favor.
2. To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise) and to charge no more for entrance to use the park than is charged at other comparable installations managed by State and local agencies. The City Council will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modifications by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.
3. To develop and manage the land in accordance with the approved program of utilization submitted with this application.
4. To secure the approval of the Secretary of the Interior or his delegate on all plans of construction prior to commencing actual construction.
5. To maintain in satisfactory condition the facilities on this land.

FUNDING

It is anticipated that the City of Las Vegas will provide for the construction of the facilities with general funds, future park bonds, Residential Construction Impact Fees, and developer contribution in lieu of fees.

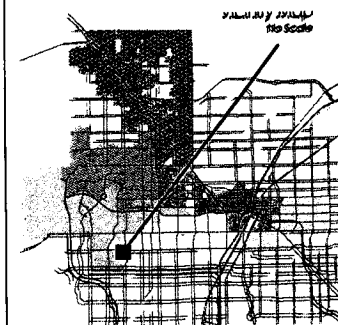
MAINTENANCE

The City of Las Vegas agrees to maintain the Park Site in a satisfactory manner during all phases of development. Funding for maintenance and custodial services shall become a part of the annual operating budgets.



Site Map

-  Metro Site
-  Street Centerline
-  Building Footprints
-  USA
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/01/22

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding an Interlocal Agreement #108744 with the Las Vegas Valley Water District (LVVWD) for water service to Parcel Number 138-15-201-002 known as the future West Service Center Field Operations Center Buildings located in the vicinity of Peak Drive and Ronemus Drive (\$162,420 - Enterprise Fund/Capital Improvement Projects) - Ward 4 (Brown)

Fiscal Impact

No Impact

Amount: \$162,420

Budget Funds Available

Dept./Division: PW/Engineering Integration

Augmentation Required

Funding Source: Enterprise Fund CIP

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before LVVWD will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement #108744
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 2 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager of Real Estate and Asset Management, requested that the public hearing be held together for related Item 2 and Item 3. MR. ROARK explained that the related items provide service for the proposed building. The interlocal is the construction agreement with the Las Vegas Valley Water District and the Easement and Rights-of-Way agreement to put the water on the land. Staff recommends approval of both items.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Public Works

Item 2 – Discussion and possible action regarding an Interlocal Agreement #108744 with the Las Vegas Valley Water District (LVVWD) for water service to Parcel Number 138-15-201-002 known as the future West Service Center Field Operations Center Buildings located in the vicinity of Peak Drive and Ronemus Drive

MINUTES – Continued:

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:12 – 3:14)

1-228

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
WEST SERVICE CENTER**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property located on the north side of Peak Drive at Ronemus Drive, west of Tenaya Way, further described as Clark County Assessor's Parcel Number(s) 138-15-201-002, and has submitted plans for the development of a service center, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a service center and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a service center, located on the north side of Peak Drive at Ronemus Drive, west of Tenaya Way. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.
- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CITY OF LAS VEGAS – WEST SERVICE CENTER
Utility Plan II

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements to be not less than twenty (20) feet in width and perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the

easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____
day of _____, 200_____.

APPROVED AS TO FORM:

Thomas R. Green 1-8-03

City Attorney - DEPUTY

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

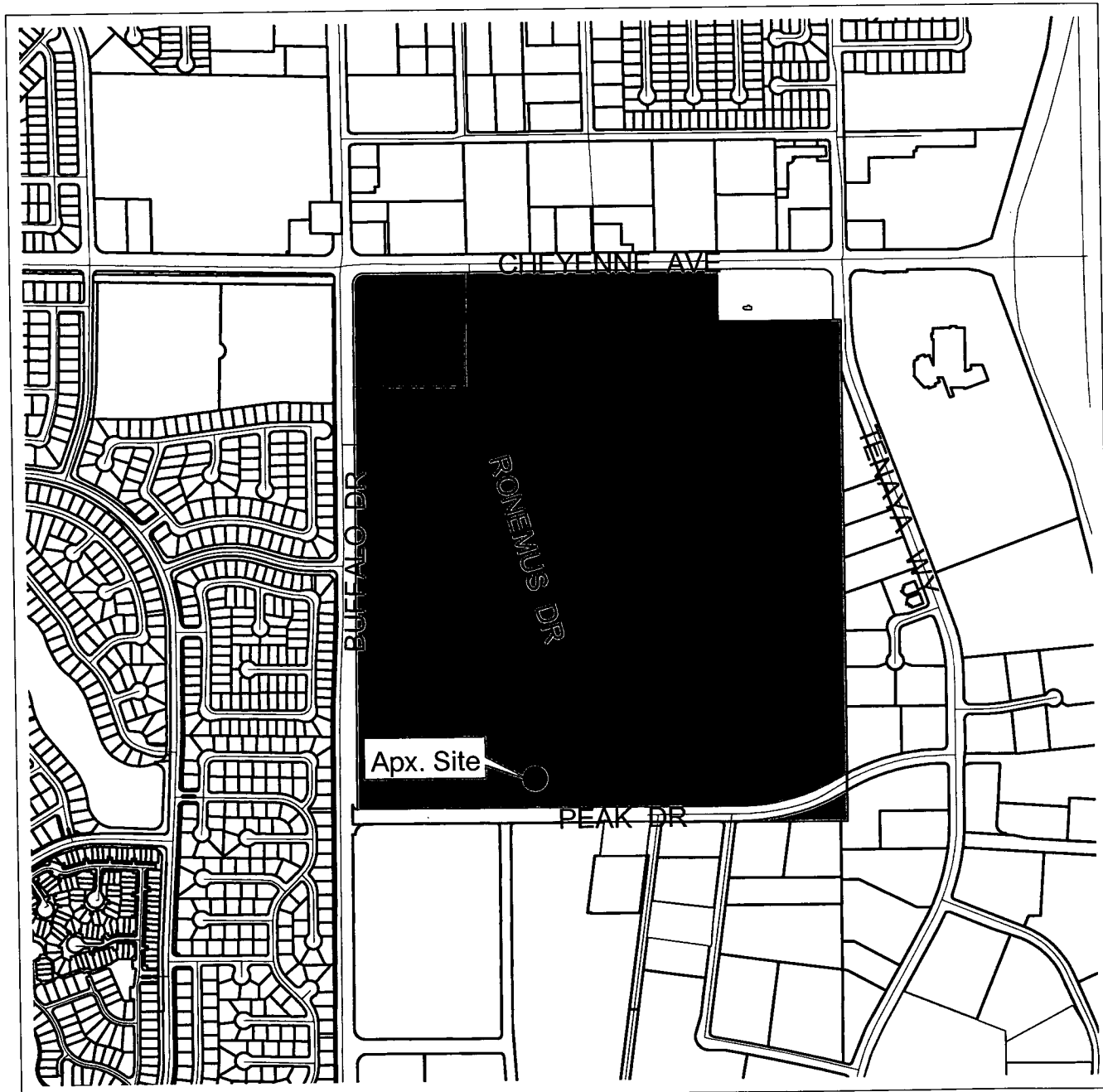
LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
MYRNA WILLIAMS, President
Board of Directors

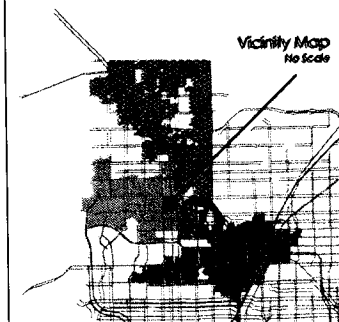
APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel



Site Map

-  Street Centerline
-  City of Las Vegas
-  BLM Properties
-  Leased
-  Applied
-  Parcels



Real Estate & Asset Management



Date of Data: 2002/01/16

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a 750 square foot Easement to LVVWD to service a portion of Parcel Number 138-15-201-002 known as the future West Service Center Field Operations Center Buildings located in the vicinity of Peak Drive and Ronemus Drive - Ward 4 (Brown)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City is in the process of going out to bid for the construction of the West Service Center Field Operations Center Buildings. In order to have water service for the center site, the City is required to grant an Easement and Rights-of-Way to LVVWD to service the site and the water lines.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights of Way
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 3 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager of Real Estate and Asset Management, was present.

See Item 2 for related discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:12 – 3:14)

1-228

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

...
...

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of _____, 2002.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 1-8-03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2002, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

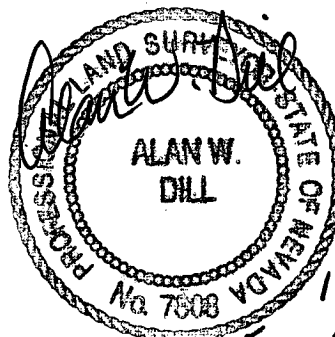
Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY



POGGEMEYER
DESIGN GROUP
ENGINEERS + PLANNERS + SURVEYORS
LANDSCAPE ARCHITECTS



DATE: 1-8-03
BY: AWD
DOC: WATEREASE.DOC

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A 20' X 35' LAS VEGAS VALLEY WATER DISTRICT EASEMENT, NEAR THE NORTHWEST CORNER OF PEAK DRIVE, AND RONEMUS DRIVE. OVER A PORTION OF APN 138-15-201-002.

LEGAL DESCRIPTION

LAS VEGAS VALLEY WATER DISTRICT EASEMENT

BEING A PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, CITY OF LAS VEGAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 15; THENCE SOUTH 00°21'13" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW ¼), A DISTANCE OF 295.32 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE CENTERLINE OF PEAK DRIVE (80.00 FEET WIDE); THENCE SOUTH 89°49'44" EAST, ALONG THE CENTERLINE OF SAID PEAK DRIVE, 956.54 FEET; THENCE NORTH 00°10'16" EAST, DEPARTING SAID CENTERLINE, 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PEAK DRIVE, AND THE POINT OF BEGINNING.

THENCE CONTINUING NORTH 00°10'16" EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, 20.00 FEET; THENCE SOUTH 89°49'44" EAST, 35.00 FEET; THENCE SOUTH 00°10'16" WEST, 20.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PEAK DRIVE; THENCE NORTH 89°49'44" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 700 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS

SEE EXHIBIT ATTACHED HERETO AND MADE A PART THEREOF

BASIS OF BEARING:

NORTH 00°21'13" EAST, BEING THE WEST LINE OF THE NORTHWEST QUARTER ((NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, AS SHOWN BY "THE RE-SUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER" IN BOOK 47, PAGE 35, OF PLATS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

Poggemeyer Design Group, Inc.

2601 North Tenaya Way

Las Vegas, Nevada 89128

(702) 255-8100

FAX (702) 255-8375

email: pdg-lv@pdg-lv.com

LAS VEGAS VALLEY WATER DISTRICT EASEMENT

ASSESSOR'S PARCEL NUMBER
138-15-201-002

A PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST
QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60
EAST, M.D.M., CLARK COUNTY, NEVADA, CITY OF LAS VEGAS

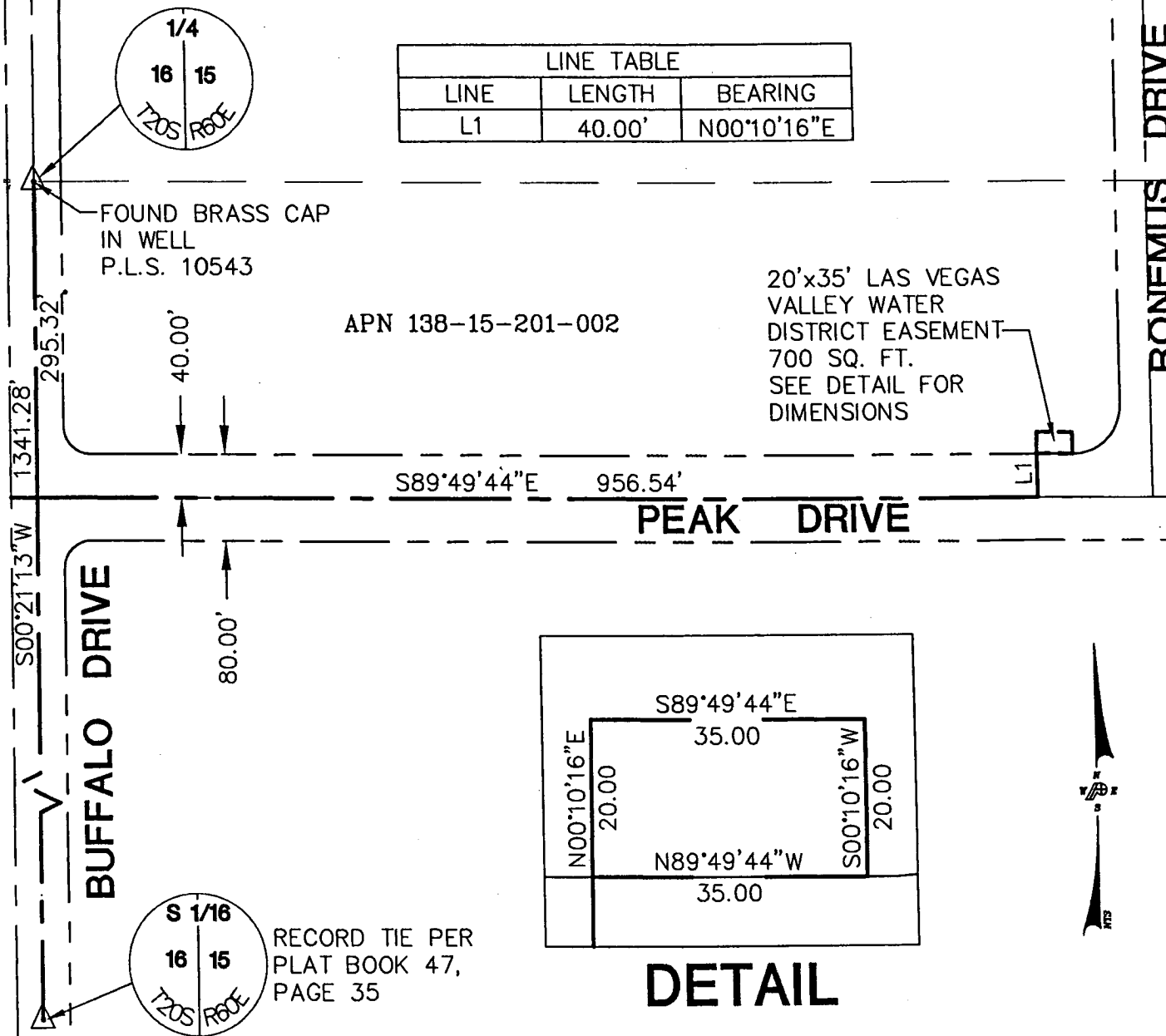


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

poggemeyer

design group, inc.

engineers • planners • surveyors • landscape architects
2601 North Tenaya Way • Las Vegas, NV 89128 • p) 702.255.8100 • f) 702.255.8375

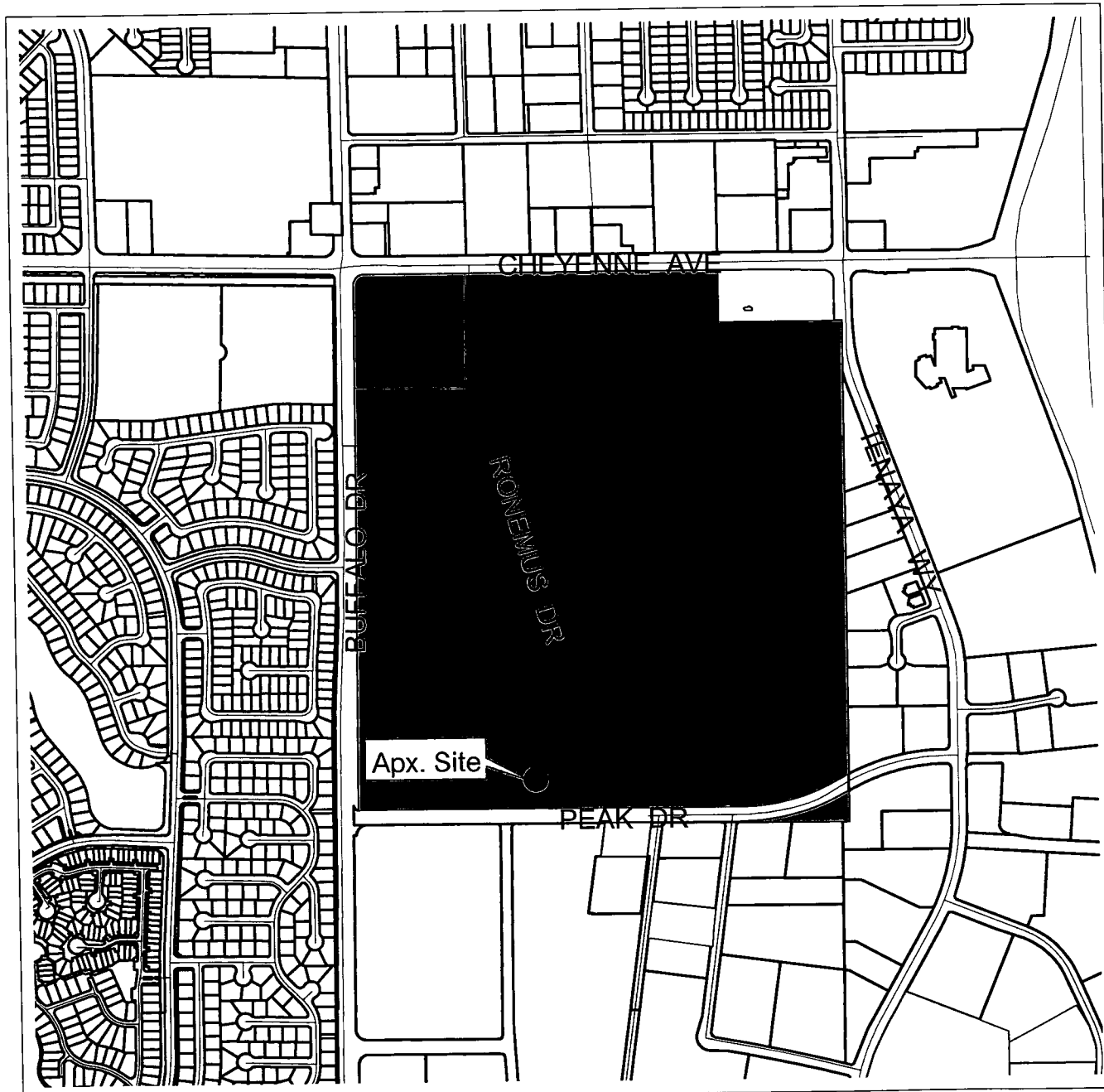


SCALE
N.T.S.

JOB NO. 01099A

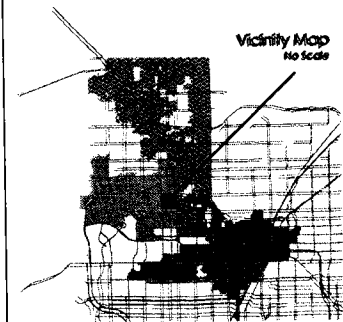
DATE 1-7-03

DRAWING NO. 1
OF 1



Site Map

-  Street Centerline
-  City of Las Vegas
-  BLM Properties
-  Leased
-  Applied
-  Parcels



Real Estate & Asset Management



Date of Data: 2002/01/16

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action authorizing staff to enter into negotiations with Woodside Homes to purchase land regarding laying a 96" diameter Effluent Interceptor and Pipe in conjunction with the City's Water Pollution Control Facility located at 6005 East Vegas Drive - County (near Ward 3 - Reese)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The portion of the System Conveyance & Operations Program (SCOP) referred to as the Effluent Interceptor (EI) will collect treated effluent flows from CLV, CCSD & City of Henderson for conveyance to a facility referred to as the EI Terminus. The Terminus will be located upstream of Lake LV. The remaining portion of the SCOP is referred to as the Lake Conveyance System, to convey the combined effluent from the Terminus to an outfall in Lake Mead.

RECOMMENDATION:

Staff recommends approval to enter into negotiations

BACKUP DOCUMENTATION:

Effluent Interceptor Proposal

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 4 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager of Real Estate and Asset Management, indicated that staff is seeking permission to negotiate with Woodside Homes. Historically, the Waste Water Treatment Plant is seeking options for construction of a 96" pipeline all the way down the Wash. This would be a couple of miles of building. Woodside Homes has just purchased the property and submitted preliminary plans to Clark County for a housing development on the other side of the Wash. Building around that development will drive up the cost to \$18 million. Buying the land

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Public Works

Item 4 – Discussion and possible action authorizing staff to enter into negotiations with Woodside Homes to purchase land regarding laying a 96" diameter Effluent Interceptor and Pipe in conjunction with the City's Water Pollution Control Facility located at 6005 East Vegas Drive

MINUTES – Continued:

needed for the pipeline would knock out 30 to 40 homes and intersect with 2 or 3 streets planned by Woodside Homes. The estimated 2 to \$3 million to Woodside Homes would still represent an overall cost savings versus the alternate route around the development. The pipeline is mandated by the Reclamation District pursuant to Federal Law. The total project is estimated at 35 to \$50 million. Staff recommends approval.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:14 – 3:17)

1-285

To: CWC Infrastructure Committee
Distribution

From: Ira Rackley
Project Manager

Prepared By: Jill Christiano, K/J
Tony Ventimiglia, B&V
Jeff McMullen, B&V

Senior Reviewer: Paul Kneitz, B&V

Subject: Effluent Interceptor / Reach 1 Alignment Alternatives
Technical Memorandum - Evaluation of Alternatives

This Technical Memorandum (TM) identifies and evaluates Effluent Interceptor (EI) alignment alternatives between the City of Las Vegas (CLV) Water Pollution Control Facility (WPCF) and the Clark County Sanitation District (CCSD) facilities. A description of the alignment alternatives, evaluation criteria, relative cost comparison, evaluation of alternatives matrix, and recommendations are presented.

1.0 INTRODUCTION

The portion of the System Conveyance and Operations Program (SCOP) referred to as the Effluent Interceptor (EI) will collect the treated effluent flows from the CLV, CCSD, and City of Henderson (COH) for conveyance to a facility referred to as the EI Terminus (Terminus). The Terminus will be located upstream of Lake Las Vegas. The remaining portion of the SCOP is referred to as the Lake Conveyance System (LCS), which will convey the combined effluent from the Terminus to an outfall in Lake Mead, location yet to be determined.

The portion of the EI pipeline between the CLV WPCF and the CCSD facilities is known as Reach 1. The original pipeline alignment¹ crosses the Wash downstream of the CLV connection and traverses the parcel of land located east of the Wash and south of the planned Desert Inn Road extension. At the time this alignment was selected, it was thought that this parcel would remain undeveloped. Subsequently, it now appears the parcel will be developed into a housing development called River Walk, by Woodside Homes.

The original alignment may still be the most feasible solution provided that the land can be acquired. To evaluate this, two (2) additional alternatives for Reach 1 were identified and assessed; the additional alternatives consider alignments that would have a lesser or no impact on the housing development. This TM presents the results of the evaluation.

¹ As determined in the Effluent Interceptor Design Criteria Report, January 2002.

2.0 DESIGN CRITERIA

Reach 1 of the EI contains only the effluent flow from the CLV WPCF. Table 2-1 summarizes the projected Annual Average and Peak Hour flows for CLV. The Peak Hour flows were derived by multiplying the Annual Average flow and respective peaking factors from the *Needs Assessment Study (NAS)*², which were then extrapolated to the Year 2050. Please refer to the SCOP Methods of Operation memorandum (October 2002) for additional explanation.

Table 2-1 City of Las Vegas Projected Flows

Year	2010	2020	2030	2040	2050
Annual Average Flow (mgd)	75	96	118	143	174
Peak Hour Flow (mgd)	112	144	177	215	261

Table 2-2 summarizes the design criteria used for the pipeline. These are based on gravity flow conditions for Reach 1 of the EI and assumed pipe material. Pipeline diameters were sized using the projected peak hour flow for the Year 2050; however, pipe sizes presented in this TM are subject to change based on any subsequent revisions to design flows or pipeline plan and profile.

Table 2-2 Pipeline Design Criteria

Description	Criteria
Manning's n	Use 0.013
Maximum Pipeline Velocity	13.0 fps
Minimum Pipe Slope ³	0.002 ft/ft
Minimum Cover	6 feet
Separation from Utilities	5' vertical
Pipe Size	96"

The Reach 1 alignment alternatives presented herein satisfy the general design criteria that were established in the *EI Design Criteria Report*⁴.

² Las Vegas Valley Watershed Needs Assessment Study, Montgomery Watson.

³ This minimum slope refers to gravity flow pipelines (i.e., pipes flowing partially full)

⁴ Effluent Interceptor Design Criteria Report, Black & Veatch, January 2002.

3.0 DESCRIPTION OF ALTERNATIVES

The three alternatives described and evaluated herein are shown in Figure 1. As shown, each of the three alignment alternatives begin at the CLV outfall connection structure then follow a different alignment to a common connection point utilizing various combinations of cut-and-cover pipeline construction and tunneling. The connection point coincides with the original alignment in the vicinity of the CLV parcel of land on the east side of the Wash bounded by Hollywood Boulevard. From the connection point, Reach 1 then continues on to the CCSD connection structure in a manner identical for all three alternatives.

Alternative 1

As shown in Figures 2 and 2A, the Alternative 1 alignment begins at the CLV outfall connection structure, crosses the Wash, and continues east within the Desert Inn Road right-of-way to a point about 250 feet east of Hollywood Boulevard. At this location, the pipeline is located at an approximate depth of 68 feet. The alignment then turns south and parallels Hollywood Boulevard on the east until it reaches the common connection point.

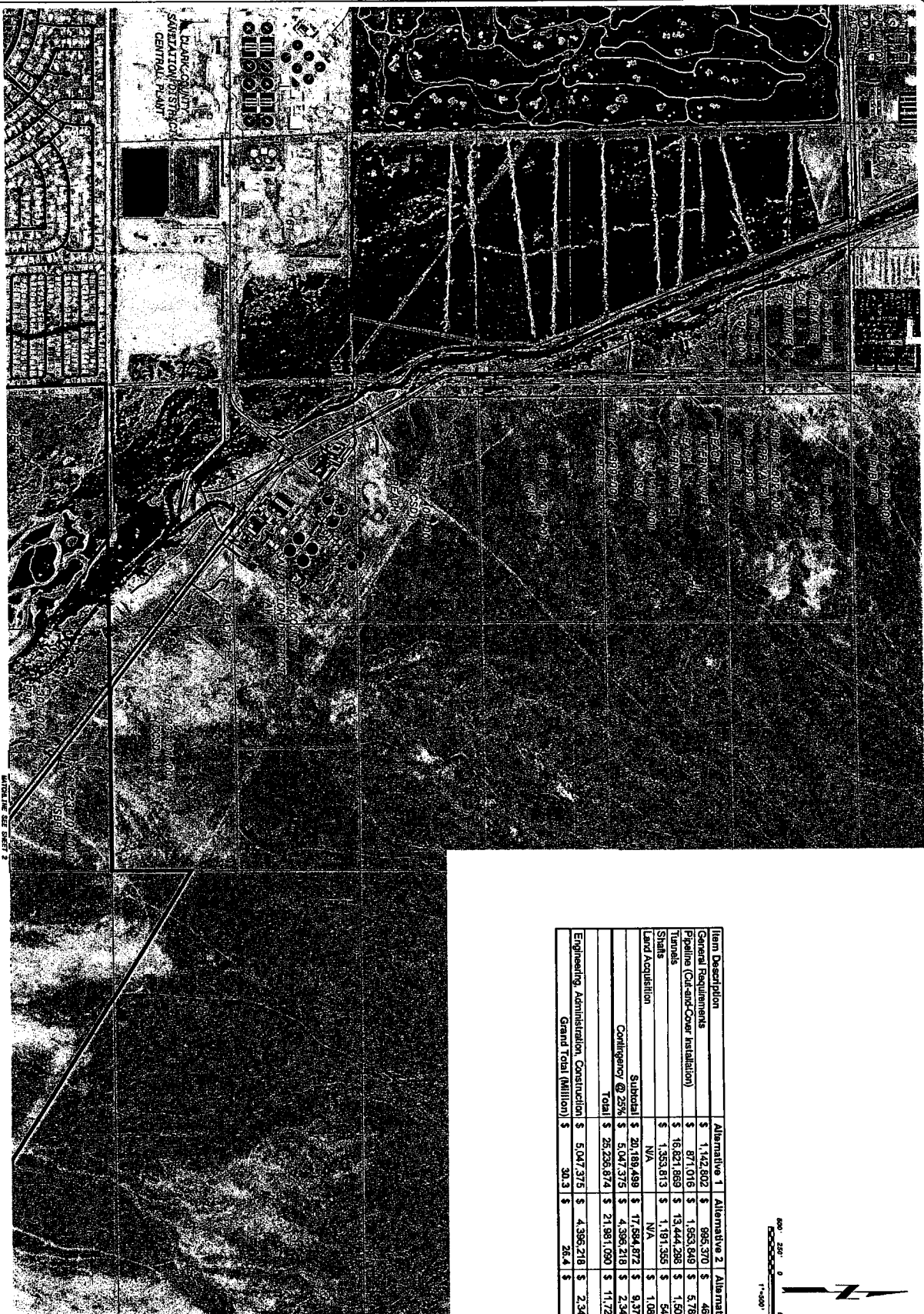
The pipeline profile for Alternative 1 is shown in Figures 2 and 2A. The majority of Alternative 1 will be constructed by tunneling; in this case, from the Wash crossing to a point about 690 feet upstream of the common connection point; the remainder will be cut-and-cover construction. A minimum depth of cover of 20 feet at the Wash crossing is shown for scour protection. Dewatering will be required for both open cut excavation and tunneling in portions of Reach 1.

Tunneling is envisioned to consist of the following primary elements (details are preliminary and subject to change):

- Entrance and Exit Shafts (and intermediate shafts as-needed). The entrance and exit shafts are used to access the tunnel that is located deep. The shafts are expected to be about 20-feet in diameter. Shaft construction may involve caisson construction techniques to make each shaft watertight, or conventional excavation methods combined with localized draw down of the groundwater table; the details will be developed later in final design.

For Alternative 1, tunnel shafts are expected to be located at Station 10+81, Station 29+46, Station 54+46, and at Station 71+51.

- Staging Areas. Tunnel entrance shafts will require a temporary construction easement area of approximately 300 feet by 300 feet. Tunnel exit shafts will require a temporary construction easement area of approximately 240 feet by 240 feet. Staging areas will be located to minimize biological impacts, if any.



Item Description	Alternative 1	Alternative 2	Alternative 3
General Requirements	\$ 1,142,802	\$ 995,370	\$ 469,539
Pipeline (Cut-and-Cover Installation)	\$ 871,016	\$ 1,553,849	\$ 5,782,655
Tunnels	\$ 16,821,869	\$ 13,444,298	\$ 1,501,474
Structs	\$ 1,353,813	\$ 1,191,355	\$ 541,525
Land Acquisition	N/A	N/A	\$ 1,084,711
Subtotal	\$ 20,189,499	\$ 17,584,872	\$ 9,379,804
Contingency @ 25%	\$ 5,047,375	\$ 4,396,218	\$ 2,344,676
Total	\$ 25,236,874	\$ 21,981,090	\$ 11,724,481
Engineering, Administration, Construction	\$ 5,047,375	\$ 4,396,218	\$ 2,344,676
Grand Total (Million)	\$ 30.3	\$ 26.4	\$ 14.1

MATCHLINE SEE SHEET 2

CLEAN WATER COALITION

EFFLUENT INTERCEPTOR
BASE MAP FOR EIS FIELD STUDIES



DATE	REVISIONS AND RECORD OF TITLES	NO.	BY	CHK	APP
CIVIL: 08/27/2008	08/27/2008 0:12:30 PM	001	BY	OK	APP
DESIGN: 08/27/2008	08/27/2008 0:12:30 PM	002	BY	OK	APP
PLANNING: 08/27/2008	08/27/2008 0:12:30 PM	003	BY	OK	APP
CONSTRUCTION: 08/27/2008	08/27/2008 0:12:30 PM	004	BY	OK	APP

PROJECT NO.
69427

SHEET
1 OF 7

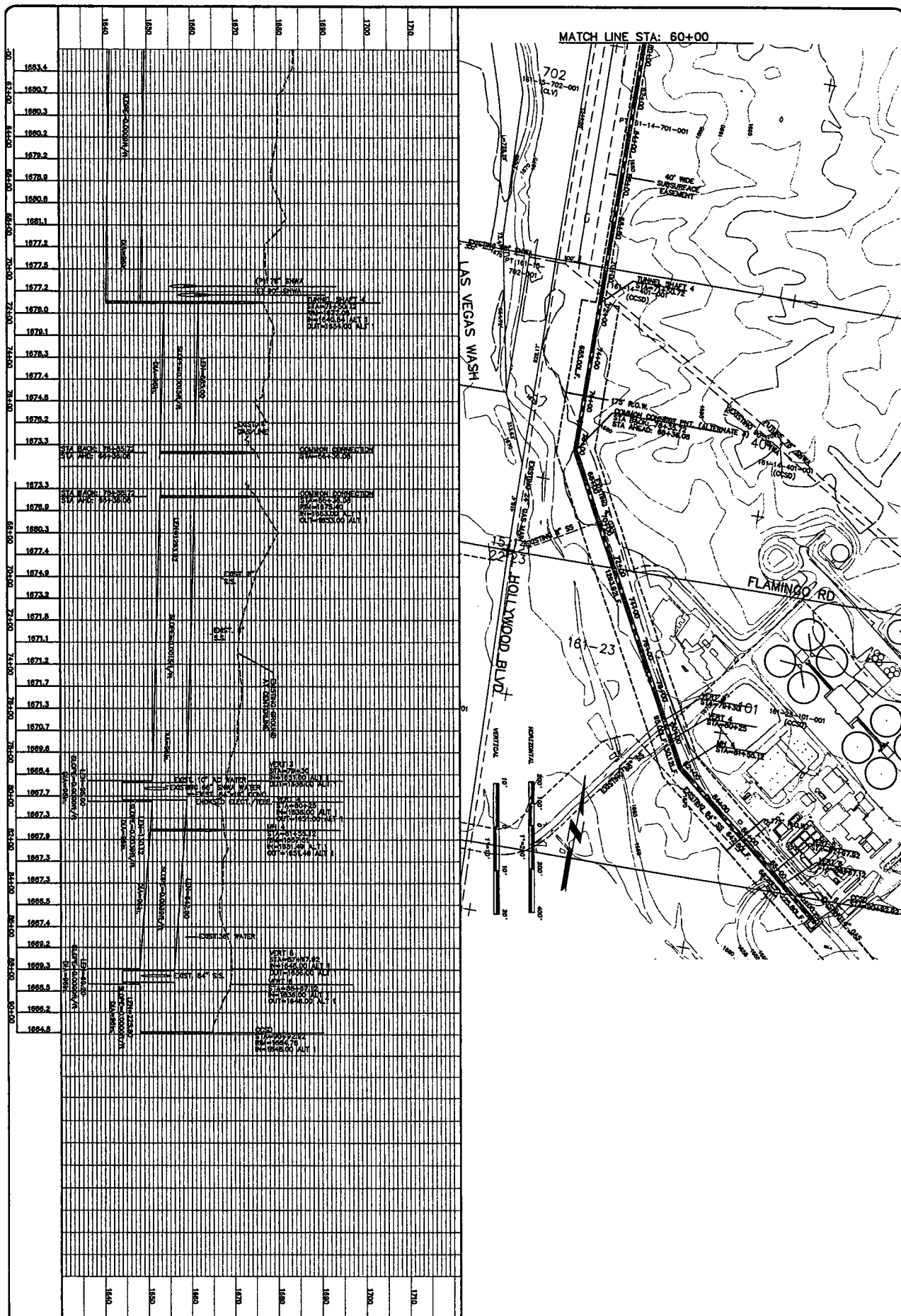


FIGURE 2A
 SHEET
 9 OF 7

CLEAN WATER COALITION
EI SCOP CONTRACT-REACH 1
 ALTERNATE 1 - PLAN & PROFILE
 STA: 60+00 TO 78+35.72

BLACK & VEATCH
 Kennedy/Jenks
 Consultants **PBSJ**

DATE	REVISIONS AND RECORD OF ISSUES	NO.	BY	CR.	APP.
CYBET 20: 780000PM	INP1 20: 780000PM				
BLVD: 8/21/01	INP2 20: 780000PM				
END VIEW 1: 8/21/01	INP3 20: 780000PM				
PLOTTED: 8/21/01	INP4 20: 780000PM				
USER: MZEM	INP5 20: 780000PM				

- **Tunnel Construction.** The tunnel is tentatively envisioned to require “two-pass” construction, meaning the tunnel and initial support are constructed first followed by installation of the carrier pipe inside. For this reach, it is anticipated that use of a shielded soft ground tunneling machine with closable flood doors will be suitable for this application.

After the tunnel is completed, the carrier pipe is erected and grouted inside of the tunnel cavity. At each end of the tunnel, the carrier pipe is erected vertically upward inside the shafts to about the ground surface and backfilled using a cement slurry (aka controlled low strength material, 100 psi to 150 psi compressive strength).

The total approximate conveyance length for Alternative 1 is 6,840 feet, consisting of approximately 770 feet of cut-and-cover pipeline construction, and 6,070 feet of tunnel construction.

Alternative 2

As shown in Figures 3 and 3A, the Alternative 2 alignment begins at the CLV outfall connection structure, heads south along the west bank of the Wash consistent with the original alignment, and continues to the proposed Wash crossing location. It crosses the Wash approximately 450 feet north of the southern property line of the CLV parcel of land that is south of Desert Inn Road (PN 161-15-501-001). This crossing location is intended to coincide with a planned street located within the proposed Woodside Homes Development on the east side of the Wash. The alignment continues until it crosses Hollywood Boulevard, where the pipeline is located at an approximate depth of 57 feet. The alignment then continues in a southerly direction roughly parallel to Hollywood Boulevard to the common connection point.

The pipeline profile for Alternative 2 is shown in Figures 3 and 3A. Alternative 2 construction will consist of a combination of cut-and-cover (open cut) pipeline construction and tunneling. A minimum depth of cover of 20 feet at the Wash crossing is shown for scour protection. Dewatering will be required for both open cut excavation and tunneling in portions of Reach 1.

Open cut construction will be required from the CLV connection to the start of the Wash crossing. Tunneling will be required from the start of the Wash crossing to the common connection point with tunnel shafts expected to be located at Station 20+49, Station 35+99, Station 60+99, and at Station 69+00. Tunneling requirements will be similar to those described above for Alternative 1.

The total approximate conveyance length for Alternative 2 is 6,570 feet, consisting of approximately 1,720 feet of cut-and-cover pipeline construction and 4,850 feet of tunnel construction.

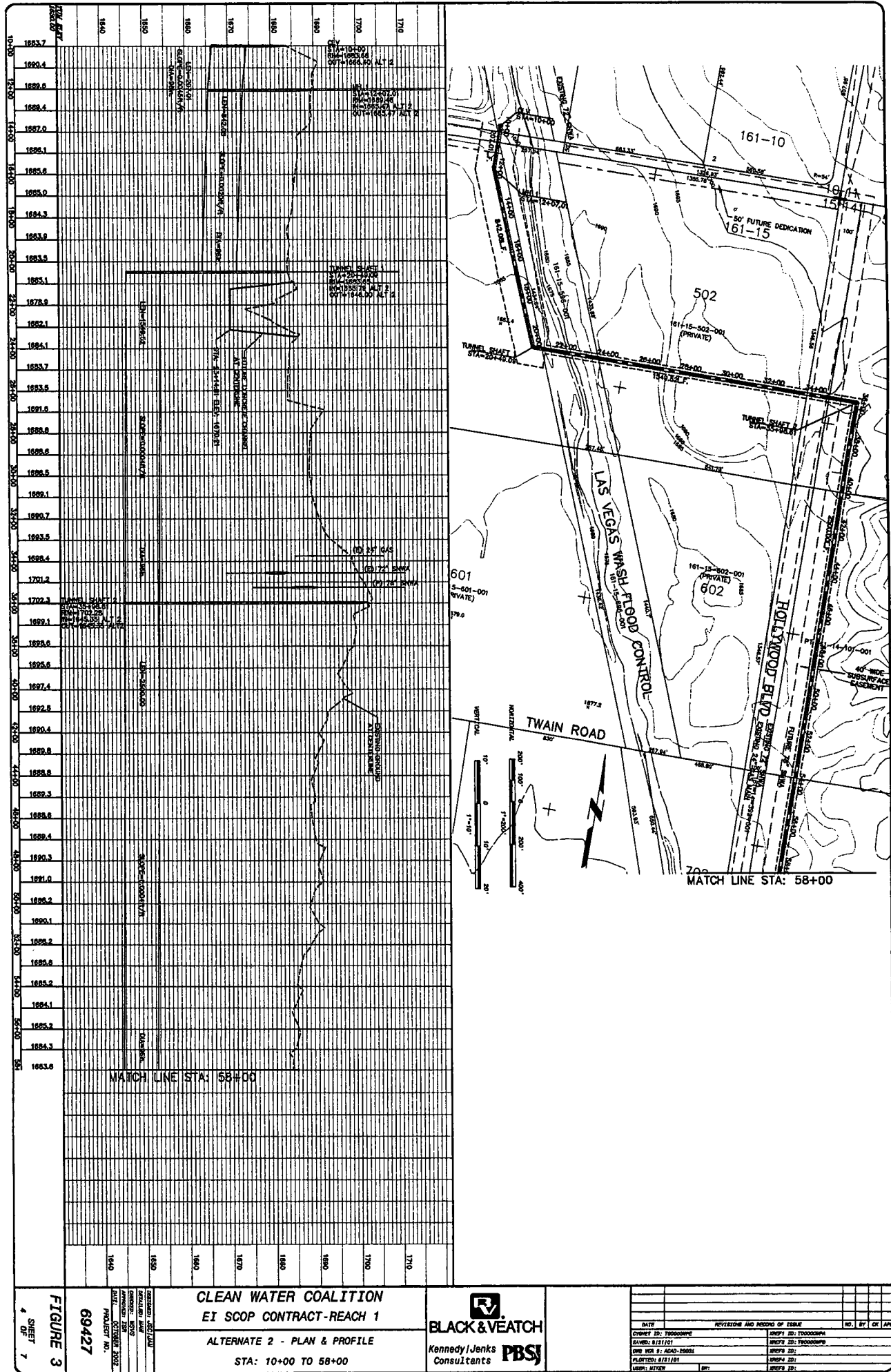


FIGURE 3
4 OF 7
SHEET 7

CLEAN WATER COALITION
EI SCOP CONTRACT-REACH 1
ALTERNATE 2 - PLAN & PROFILE
STA: 10+00 TO 58+00

BLACK & VEATCH
Kennedy/Jenks
Consultants **PBSJ**

DATE	REVISIONS AND RECORD OF ISSUES	NO.	BY	CR.	APP.
08/11/01	DESIGN	1	TD	TD	
08/11/01	REVISION	2	TD	TD	
08/11/01	REVISION	3	TD	TD	
08/11/01	REVISION	4	TD	TD	
08/11/01	REVISION	5	TD	TD	
08/11/01	REVISION	6	TD	TD	
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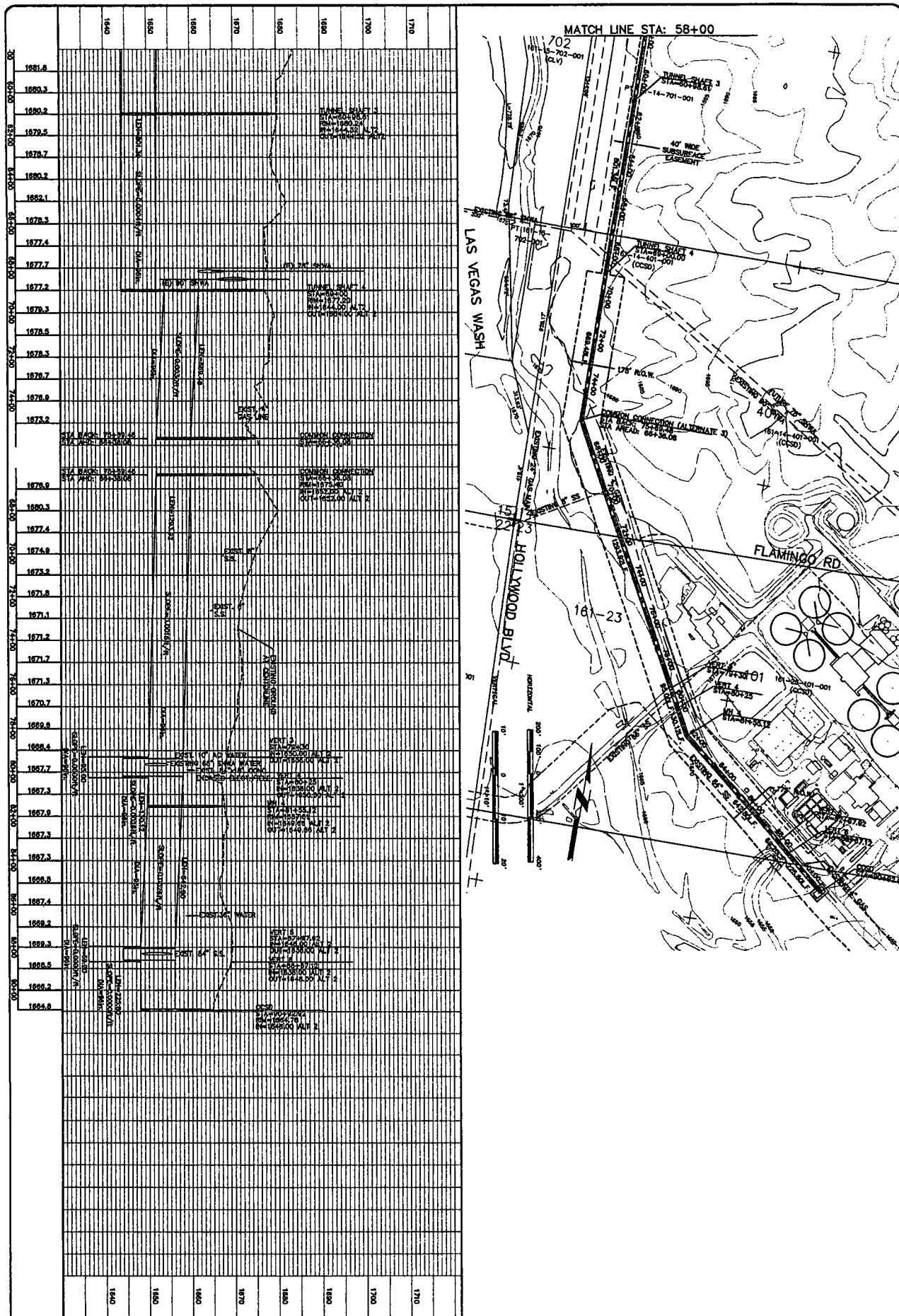


FIGURE 3A
SHEET 7
OF 7

69-427
PROJECT NO.
DATE: OCTOBER 1968

CLEAN WATER COALITION
EI SCOP CONTRACT - REACH 1
ALTERNATE 2 - PLAN & PROFILE
STA: 58+00 TO 76+69.48

BLACK & VEATCH
Kennedy/Jenks
Consultants **PBSJ**

DATE	REVISIONS AND RECORD OF CHANGE	NO.	BY	CHK.	APP.
	DESIGNED BY: THEODORE W. BERRY				
	DRAWN BY: J. J. HARRIS				
	CHECKED BY: R. G. GARDNER				
	PLANNED BY: B. J. JONES				
	DESIGNED BY: THEODORE W. BERRY				
	DRAWN BY: J. J. HARRIS				
	CHECKED BY: R. G. GARDNER				
	PLANNED BY: B. J. JONES				

Alternative 3

Alternative 3 represents the original alignment. As shown in Figures 4 and 4A, the Alternative 3 alignment is the original alignment that begins at the CLV connection structure, heads south along the west bank of the Wash, and continues to the proposed Wash crossing location. It crosses the Wash diagonally between the CLV-owned parcel and the parcel of land associated with the Woodside Homes Development. Once the alignment crosses Hollywood Boulevard, the alignment continues in a southerly direction roughly parallel to Hollywood Boulevard to the common connection point.

The pipeline profile for Alternative 3 is shown in Figures 4 and 4A. The majority of Alternative 3 will be constructed by cut-and-cover (open cut) pipeline construction. The only tunneling will be for the Wash crossing. A minimum depth of cover of 20 feet at the Wash crossing is shown for scour protection. Dewatering will be required for both open cut excavation and tunneling in portions of Reach 1.

Open cut construction will be from the CLV connection to the start of the Wash crossing, and from the end of the Wash crossing to the common connection point, with tunnel shafts expected to be located at Station 24+90 and Station 29+87. Tunneling requirements will be similar to those described above for Alternative 1.

The total approximate conveyance length for Alternative 3 is 5,590 feet, consisting of approximately 5,090 feet of cut-and-cover pipeline construction and 500 feet of tunnel construction.

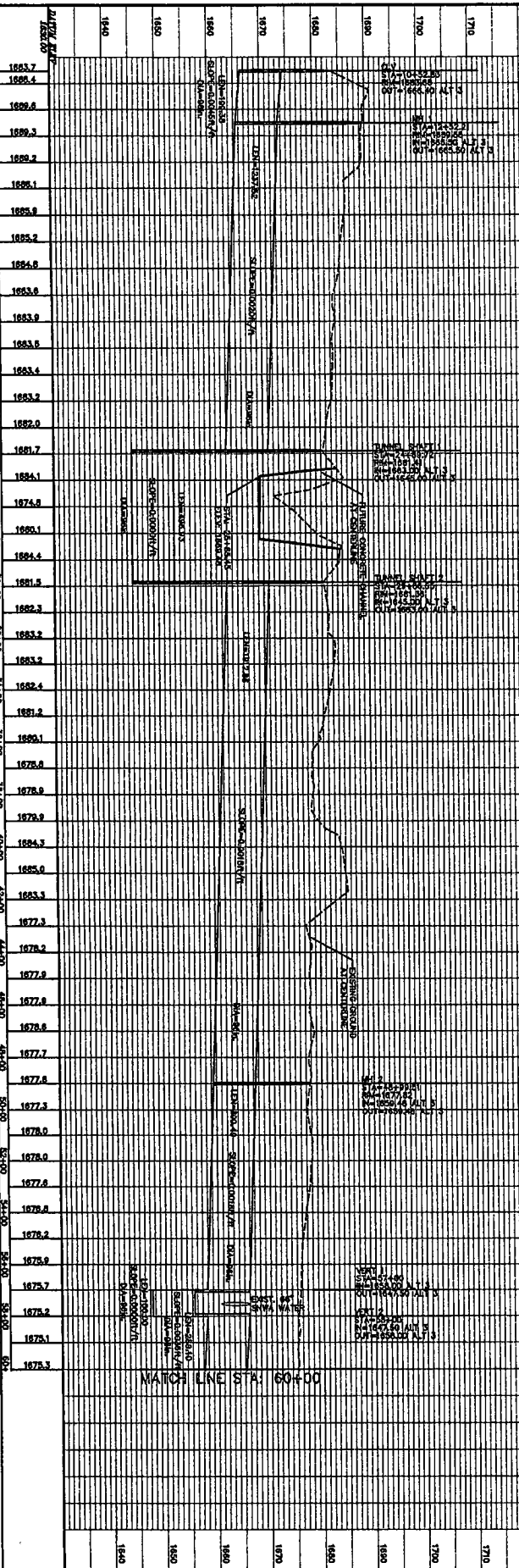
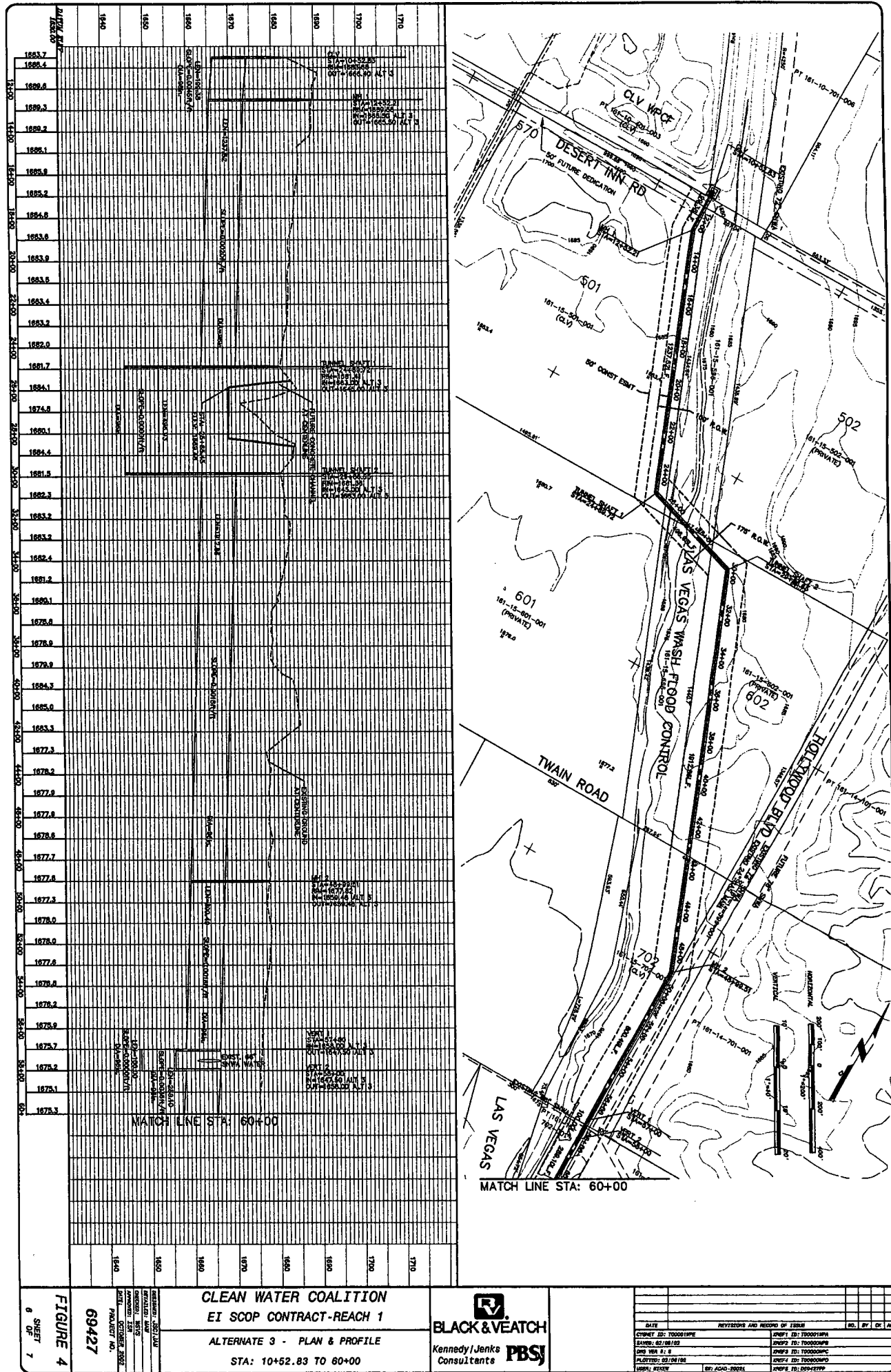


FIGURE 4
 6 OF 7
 69427
 PROJECT NO.
 DATE: OCTOBER 1982
 DRAWN BY: JKL
 CHECKED BY: JKL
 APPROVED BY: JKL

CLEAN WATER COALITION
EI SCOP CONTRACT-REACH 1
ALTERNATE 3 - PLAN & PROFILE
STA: 10+52.83 TO 60+00

BLACK & VEATCH
 Kennedy/Jenks
 Consultants **PBSJ**

DATE	REVISIONS AND RECORD OF ISSUE	NO.	BY	CHK	APP
03/24/82	CONTRACT ID: T0000100				
03/24/82	DESIGN ID: T0000000				
03/24/82	CONTRACT ID: T0000000				
03/24/82	DESIGN ID: T0000000				
03/24/82	CONTRACT ID: T0000000				
03/24/82	DESIGN ID: T0000000				

4.0 RELATIVE COST COMPARISON

In order to compare the alternative alignments, order-of-magnitude construction cost estimates were developed. These estimates are based on conceptual-level design information and as such are useful for understanding relative cost comparisons between alternatives but are not representative of the total construction or capital cost associated with any alternative. Because the estimates are based on conceptual level design information, a 25% contingency is being applied to the construction cost.

For performing a comparison based on relative costs, the costs were determined for the three alternatives beginning at the exit of the CLV connection structure⁵ to the common connection point⁶. The summary of the relative cost comparison is presented in Table 4-1; refer to Appendix A for itemized estimates.

Table 4-1 Relative Cost Comparison

Item Description	Alternative 1	Alternative 2	Alternative 3
General Requirements	\$ 1,143,000	\$ 995,000	\$ 470,000
Pipeline (Cut-and-Cover Installation)	870,000	1,954,000	5,783,000
Tunnels	16,822,000	13,444,000	1,501,000
Shafts	354,000	1,191,000	541,000
Land Acquisition	Not Included	Not Included	1,085,000
Subtotal	\$ 20,189,000	\$ 17,585,000	\$ 9,380,000
Contingency @ 25%	5,047,000	4,396,000	2,345,000
Subtotal	\$ 25,236,000	\$ 21,981,000	\$ 11,725,000
Engineering, Administration, Construction Management (20%)	5,047,000	4,396,000	2,345,000
Total (Millions)	\$ 30.3	\$ 26.4	\$ 14.1

The results show that Alternative 3 has the lowest capital cost by a significant margin. Each of the other two alternatives has a higher construction cost due to the additional length of conveyance and the requirement for tunneling most of the length.

Alternative 3 includes a \$1.1 million placeholder to cover the cost of acquiring a right-of-way through the planned Woodside Homes development.

⁵ All alternatives begin at the CLV outfall connection structure with a 96-inch diameter pipe. Therefore, costs associated with constructing the outfall structure were not included in the cost estimates.

⁶ The pipeline downstream of the common connection point has the same alignment and profile for all three alternatives; therefore, the costs of the downstream reach are not included in the cost estimate.

5.0 EVALUATION CRITERIA

5.1 Criteria Development

In addition to the comparison of alternatives based on relative cost, the relative impacts of the three (3) alignment alternatives for Reach 1 were evaluated based on four (4) general criteria as shown in Table 5-1.

Some criteria required further breakdown, or sub-criteria, to establish measurements for the evaluation. For each criterion, the quantity being measured and the corresponding units were established.

Table 5-1 Evaluation Criteria

Constructability / Construction Risk	
1	Minimize Underground Construction Risk
2	Minimize Utility Conflicts
Environmental Risk	
3	Minimize Disruption to Land Surfaces
4	Minimize Impacts to Biological Resources
5	Minimize Impacts to Cultural Resources
Land Use	
6	Minimize Impacts to Open Space & Parks
7	Minimize Future Land Use Impacts
Right-of-Way Acquisition	
8	Minimize ROW Acquisition Difficulty
9	Minimize Parcels Severed

5.2 Constructability / Construction Risk

The constructability / construction risk category was developed to identify if any alternative would require difficult construction that could lead to risk of delay, safety problems and increased costs. Two (2) sub-criteria were examined.

Minimize Underground Construction Risk.

Underground construction, in this case tunneling, may have a higher risk to the project because it is less adaptable to unforeseen conditions, resulting in potentially higher construction costs. This criterion evaluates whether an alternative requires underground construction, and if so, the relative lengths and depths for scoring purposes.

Minimize Utility Conflicts.

The difficulty and cost of pipeline construction will increase with the presence of existing utilities. This criterion evaluates whether an alternative requires crossing or paralleling of existing utilities, and if so, the relative number of crossings and/or amount of utility congestion for scoring purposes.

5.3 Environmental Risk

The environmental risk category was developed to identify if any alternative would have a greater relative impact with respect to environmental factors that might lead to public resistance or opposition, or result in a higher construction cost due to mitigation measures that are required to be implemented. Three (3) sub-criteria were examined.

Minimize Disruption to Land Surfaces.

Temporary disruption to land surfaces is a key item to be discussed in the Environmental Impact Statement. This criterion evaluates whether an alternative would create extensive land surface disruption, and if so, the relative amount for scoring purposes.

Minimize Impacts to Biological Resources. This criterion evaluates whether an alternative would have an adverse impact on biological resources, and if so, the relative amount for scoring purposes.

Minimize Impacts to Cultural Resources. This criterion evaluates whether an alternative would have an adverse impact on cultural resources, and if so, the relative amount for scoring purposes.

5.4 Land Use

The land use category was developed to address any concerns over existing and future urban development. The land use category sought to minimize impacts to existing and possible future urban land uses. Two (2) sub-criteria were examined.

Minimize Impacts to Open Space & Parks.

This criterion evaluates whether an alternative would have an adverse impact on open space and parks, and if so, the relative amount for scoring purposes.

Minimize Future Land Use Impacts.

This criterion evaluates whether an alternative would have an adverse impact on, or be encroached upon by, future urban development, and if so, the relative amount for scoring purposes.

5.5 Right-of-Way Acquisition

The right-of-way acquisition category was developed to examine each alternative with respect to any issues associated with right-of-way acquisition. Two (2) sub-criteria were examined.

Minimize ROW Acquisition Difficulty.

Right-of-way acquisition is the process of purchasing land in fee or obtaining easements across private and public land for the pipeline, accessways, and access roads. This includes land appraisal, negotiating agreements with landowners and possible condemnation procedures for both permanent and temporary land requirements. This criterion evaluates the amount of right-of-way to be acquired and the associated complexity of obtaining it.

Minimize Parcels Severed.

Severance is defined as dividing a parcel into two sizable land areas that affect current or future use of the parcel. This criterion evaluates the number of parcels severed by the pipeline alignment for both permanent right-of-way or temporary and permanent easements.

6.0 EVALUATION OF ALTERNATIVES

6.1 Matrix and Ranking

The ranking of the alternatives, based on the evaluation criteria defined earlier, are presented in the alternatives matrix Table 6-1. This table should be filled in using a numbering system of one (1) through five (5) with 1 having significant impact and 5 having no impact.

Table 6-1 Connection Alternative Matrix and Ranking Table *[to be discussed with IC]*

Evaluation Criteria		Alternatives		
		1	2	3
Constructability / Construction Risk	1			
	2			
Average				
Environmental Risk	3			
	4			
	5			
Average				
Land Use	6			
	7			
Average				
Right-of-Way Acquisition	8			
	9			
Average				

There were four main categories each containing subcategories. The main categories were weighted equally and the subcategories were ranked and averaged. The averages were totaled to give the final ranking for each of the five alternatives.

The following discusses the impacts associated with each alternative for the specified evaluation criteria.

6.2 Discussion

Constructability / Construction Risk

Minimize Underground Construction Risk

All of the alternatives will require underground construction in the form of tunneling. Alternative 1 requires the greatest amount of underground construction with 6,070 feet of tunneling. Alternative 2 also contains a long stretch of underground construction requiring 4,850 feet of tunneling. Alternative 3 only contains underground construction for the short distance required for the Wash crossing of a 500-foot long tunnel.

Minimize Utility Conflicts

Alternative 1 should not encounter any utility conflicts in the Desert Inn right-of-way provided that the proposed pipeline is tunneled. However, near the Hollywood Boulevard / Desert Inn intersection, a tunnel shaft is required which will require coordination with the two large diameter water utilities and the large gas line located in this area.

Alternative 2 utility conflicts would be at a minimum providing that the tunnel through the development could be constructed. The tunnel shaft located to the east of Hollywood Boulevard would further reduce the chances of utility conflicts.

Alternative 3 potential utility conflicts include crossing the existing large diameter water utility and two gas lines located just before the common connection point. To resolve this potential conflict, the pipeline will be installed under the existing utilities.

Environmental Risk

Minimize Disruption to Land Surfaces

Land surface disruption was gauged by the length of open cut construction associated with each alternative.

- | | |
|-----------------|-------------------------------------|
| ▪ Alternative 1 | 770 feet, plus tunnel shaft areas |
| ▪ Alternative 2 | 1,720 feet, plus tunnel shaft areas |
| ▪ Alternative 3 | 5,080 feet, plus tunnel shaft areas |

Alternative 1 has the least impact to land disturbance since most of the alignment is tunneled; Alternative 3 has the greatest impact.

Minimize Biological Impacts

Since biological impacts⁷ would relate to the amount of land disturbance, Alternative 1 would have the least impact and Alternative 3 would have the greatest.

Minimize Impacts to Cultural Resources.

Since cultural resources impacts⁸ would relate to the amount of land disturbance, Alternative 1 would have the least impact and Alternative 3 would have the greatest.

Land Use

Minimize Impacts to Open Spaces & Parks

No existing parks are located near any of the three alternative alignments. A large portion of the alignments will be thru open spaces, but tunneling will decrease the impact that would be associated with construction.

Minimize Future Land Use Impacts

Two alternatives involve sequencing with the future housing development. Alignments 1 and 2 parallel the future large diameter water line in Hollywood Blvd. Alignment 2 would require an easement through the proposed development and additional coordination dependent upon the time of construction of the development. Alternative 3 would be dependent upon the construction of the development or the purchase of a right-of-way through the development.

Right-of-Way Acquisition

Minimize ROW Acquisition Difficulty

Alternative 1. Right-of-way and easement acquisition for Alternative 1 is expected to be minor based on the following assumptions:

- Encroachment permit in Desert Inn right-of-way, and for Wash crossing.
- Subsurface easements (40-foot wide) in the parcels of land east of Hollywood Boulevard owned by the Bureau of Land Management (BLM).
- Temporary construction easements at each tunnel shaft location.
- Permanent easements as needed to access manway access and appurtenances.

Alternative 2. Right-of-way and easement acquisition for Alternative 2 is expected to be slightly more complicated based on the following assumptions:

⁷ Whether or not there are any adverse biological impacts in this area of Reach 1 is still to be determined by field biologists as part of the EIS.

⁸ Whether or not there are any adverse cultural impacts in this area of Reach 1 is to be confirmed as part of the EIS.

- Encroachment permit for Wash crossing.
- Subsurface easement (40-foot wide) from home developer in Parcel 161-15-502-001.
- Subsurface easements (40-foot wide) in the parcels of land east of Hollywood Boulevard owned by the Bureau of Land Management (BLM).
- Temporary construction easements at each tunnel shaft location.
- Permanent easements as needed to access manway access and appurtenances.

Alternative 3. Right-of-way and easement acquisition for Alternative 3 is expected to be the most complicated based on the following assumptions:

- Encroachment permit for Wash crossing.
- Land acquisition (175-foot wide swath⁹) from home developer in Parcel 161-15-602-001 (about 6 acres).
- Land acquisition (175-foot wide swath) from City in Parcel 161-15-702-001 (about 4 acres).
- Temporary construction easements at each tunnel shaft location.
- Permanent easements as needed to access manway access and appurtenances.

Alternative 3 requires the purchase of a strip of property within Parcel 161-15-602-001 which is directly south of the parcel at Desert Inn and Hollywood Boulevard, if the Woodside Homes Development is built. The value of the parcel of land is estimated based on the most recent purchase price, plus an increase of ten percent per year until the expected construction date of 2005.

Temporary and permanent easement and right-of-way requirements for each alternative are summarized in Table 6-2 and Table 6-3, in acres.

Minimize Parcels Severed

Acquisition of property in Parcel 161-15-602-001 for Alternative 3 could cause that parcel to be severed; this has not yet been accounted for in the estimated purchase price.

⁹ As discussed in Effluent Interceptor Design Criteria Report, January 2002.

7.0 RECOMMENDATIONS

To be discussed at October 28 CWC IC Meeting

DRAFT

DRAFT

APPENDIX A

Comparative Cost Estimate

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
General Requirements				
Mobilization, Bond and Insurance (5% of Construction Items)				\$ 952,335
Temporary Facilities and Utilities (1% of Construction Items)				\$ 190,467
Subtotal				\$ 1,142,802
Construction Items				
Pipeline				
96-inch RCCP	766	LF	\$ 440	\$ 337,097
Excavation	10,669	CY	\$ 10	\$ 106,691
Backfill (incl. Bedding Material)	9,584	CY	\$ 15	\$ 143,760
Shoring adjacent Wash in trench, (20' deep)	766	LF	\$ 360	\$ 275,807
Appurtanances (Blow-Offs, AVARs, Manway Access)	766	LF	\$ 10	\$ 7,661
Subtotal				\$ 871,016
Tunnels				
DI				
138 inch OD Tunnel	1,865	LF	\$ 2,250	\$ 4,196,025
96 inch Carrier Pipe	1,865	LF	\$ 440	\$ 820,556
Welded Joints	186	EA	\$ 815	\$ 151,989
Hollywood				
138 inch OD Tunnel	4,205	LF	\$ 2,250	\$ 9,460,553
96 inch Carrier Pipe	4,205	LF	\$ 440	\$ 1,850,064
Welded Joints	420	EA	\$ 815	\$ 342,682
Subtotals				\$ 16,821,869
Shafts				
Wash				
16-20 ft dia. shaft	35	VF	\$ 9,000	\$ 315,000
96 inch Carrier Pipe (Vertical Riser)	35	VF	\$ 440	\$ 15,400
Welded Joints	4	EA	\$ 815	\$ 2,853
CLSM	539	CY	\$ 85	\$ 45,815
DI/Hollywood				
16-20 ft dia. shaft	60	VF	\$ 9,000	\$ 540,000
96 inch Carrier Pipe (Vertical Riser)	60	VF	\$ 440	\$ 26,400
Welded Joints	6	EA	\$ 815	\$ 4,890
CLSM	924	CY	\$ 85	\$ 78,540
Hollywood/Connection				
16-20 ft dia. shaft	30	VF	\$ 9,000	\$ 270,000
96 inch Carrier Pipe (Vertical Riser)	30	VF	\$ 440	\$ 13,200
Welded Joints	3	EA	\$ 815	\$ 2,445
CLSM	462	CY	\$ 85	\$ 39,270
Subtotal				\$ 1,353,813
Total of General Requirements and Construction Items				\$ 20,189,499
Contingency @ 25%				\$ 5,047,375
Subtotal				\$ 25,236,874
Engineering, Administration and Construction @ 20%				\$ 5,047,375
TOTAL FOR ALTERNATIVE 1				\$ 30,284,249


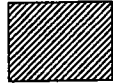
SYSTEMS CONVEYANCE AND OPERATIONS PROGRAM EFFLUENT INTERCEPTOR - REACH ONE



DRAFT

DEC 18 2002

LEGEND

-  - EFFLUENT INTERCEPTOR
-  - RIVER WALK DEVELOPMENT (WOODSIDE HOMES)



Opinion of Probable Construction Cost	
Item Description	Alternative 3
General Requirements	\$ 469,539
Pipeline (Cut-and-Cover Installation)	\$ 5,782,655
Tunnels	\$ 1,501,474
Shafts	\$ 541,525
Land Acquisition	\$ -
Subtotal	\$ 8,295,194
Contingency @ 25%	\$ 2,073,798
Total	\$ 10,368,992
Engineering, Administration, Construction	\$ 2,073,798
Grand Total (Million)	\$ 12.4



SCALE : 1"=1000'

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action authorizing staff to enter into negotiations with Paintball Adventure for a proposed outdoor paintball field operation to be located at the southwest corner of Cheyenne Avenue and Tenaya Way - Ward 4 (Brown)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This area is within the confines of the Gowan Detention Basin and Soccer Complex. Staff received an unsolicited letter of proposal from Paintball Adventure 11/31/02 expressing their desire to use the land in conjunction with the other outdoor sporting opportunities in this area.

RECOMMENDATION:

Staff recommends approval to enter into negotiations

BACKUP DOCUMENTATION:

1. Unsolicited Paintball Adventure Letter
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 5 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager of Real Estate and Asset Management, stated that an unsolicited letter was received from Paintball Adventures for locating the paintball game activities within one of the City's detention basins. Staff is seeking permission to negotiate with Paintball Adventure in connection with Flood Control. There have apparently already been two meetings with Flood Control regarding concerns. This will be a temporary facility for weekends. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Public Works

Item 5 – Discussion and possible action authorizing staff to enter into negotiations with Paintball Adventure for a proposed outdoor paintball field operation to be located at the southwest corner of Cheyenne Avenue and Tenaya Way

MINUTES – Continued:

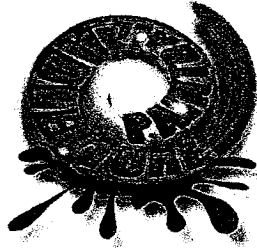
COUNCILMAN MACK stressed that the contract negotiations need to include City indemnification and paintball cleanup. MR. ROARK responded that the paintball is biodegradable and will be covered in the contract, along with insurance, indemnity and all other concerns.

There was no further discussion.

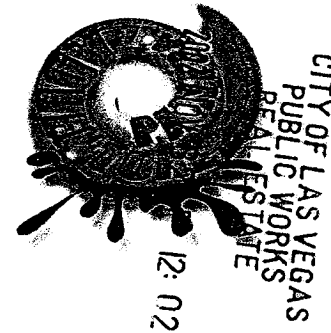
COUNCILMAN MACK declared the Public Hearing closed.

(3:17 – 3:19)

1-382



PAINTBALL ADVENTURE
3656 N. RANCHO # 102
LAS VEGAS, NEVADA 89108
702-647-0000
www.paintballadventurelv.com
e-mail- info@paintballadventurelv.com



Dear David Roark,

I am writing you an unsolicited proposal for use of land located in a retention basin, parcel number 138-15-201-002, at the corner of Cheyenne and Tenaya.

The business I operate is Paintball Adventure. I have a pro shop located at 3656 N. Rancho blvd. #102. I have had my store at this location for the past 3 years. An important part of my paintball business is operating paintball games. For the past year I leased property from a private individual at the west end of Lone Mt. past the gravel pits. During this time track houses have been built around the property and we were asked to leave.

Prior to outdoor field operations I leased a building and ran indoor paintball games along with my pro shop for 5 years. This became too costly and I turned to the outdoor paintball games.

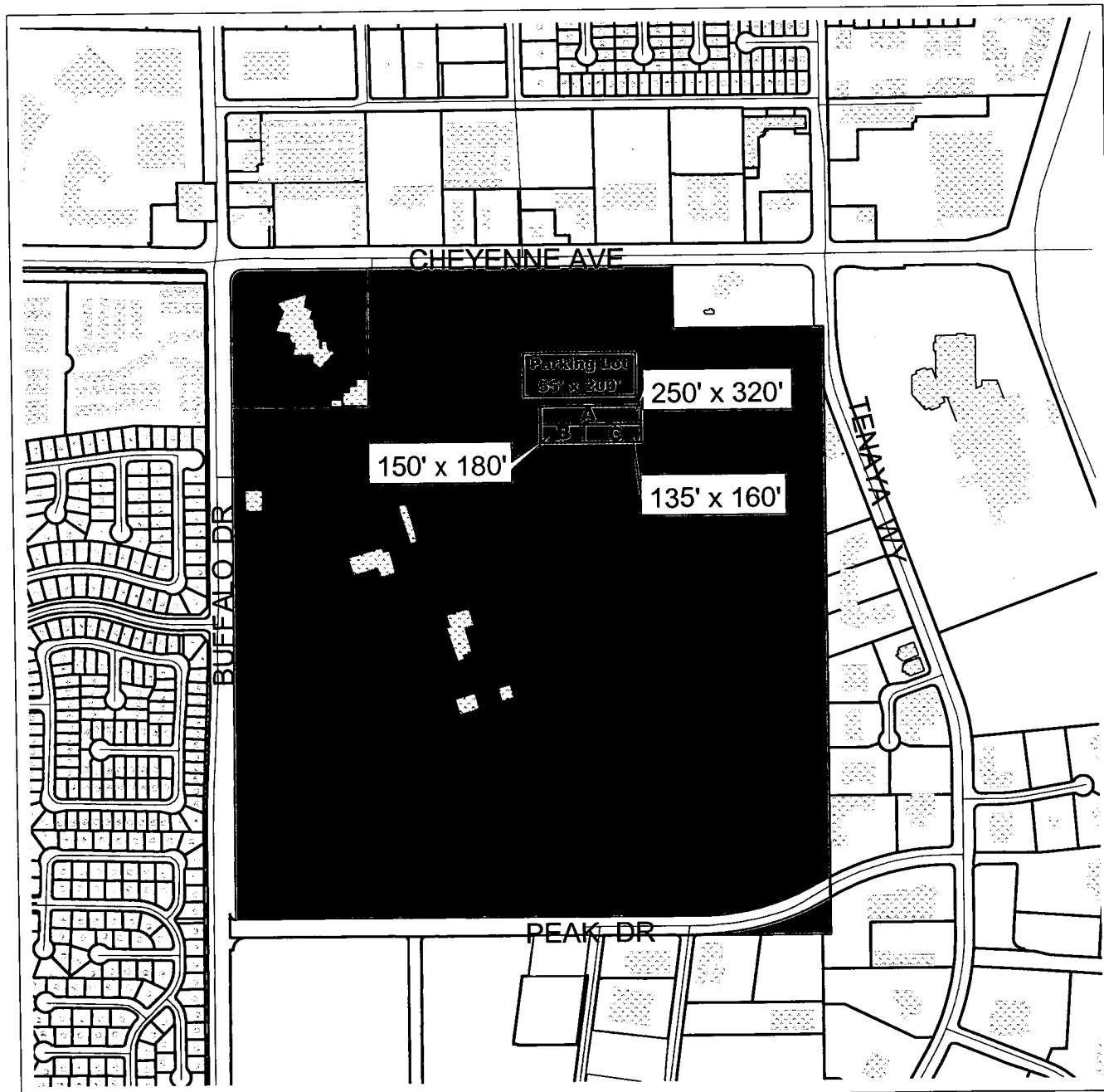
Paintball is the 6th fastest growing sport in the United States. People of all ages play the sport. The object of the game can vary from team elimination to playing games such as Capture the Flag. Nevada is the only state that does not have an outdoor paintball field. With your help I would like to be the person to operate outdoor paintball games at the Cheyenne and Tenaya location.

On the Arial view provided to me I have outlined 3 fields and a parking lot. Field "A" will be 250' x 320' (80,000 sq. ft.). Field "B" will be 150' x 180' (27,000 sq. ft.). Field "C" will be 135' x 160' (20,000 sq. ft.). The parking lot will be 55' x 200' (11,000 sq. ft.). Each field will be sectioned off using Paintball Safety Netting. This allows for players to play on all fields and secures against injury to spectators. On the parking lot area I will have gravel put down to control the dust.




My hours of operation will vary from Winter to Summer. Winter hours for field operation will be Saturdays from 9am until 4pm and Sundays from 10am until 4pm. The Winter season is from the first of October until the end of May. During the Summer season the filed hours will be the 2nd and 4th weekends of June, July, August, and September. The field will be open Friday and Saturday evenings from 7pm until midnight. I will be renting portable generated light towers to light up the fields during the summer months. This will be brought in for each weekend of play and then returned to the rental company. I would also like to figure in one extra day per week during the Winter season for private parties. This would bring the total days of operation to 108. I propose a monthly lease of \$1,500. If you have any questions about this unsolicited proposal please contact me at 647-0000.

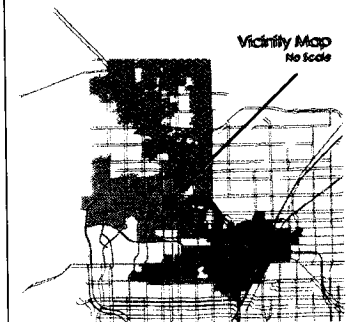
Thank you for your time,

Bart Brandy



Site Map

-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  BLM Properties
-  Leased
-  Applied
-  Parcels



Real Estate & Asset Management



Date of Data: 2002/01/16

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding a reallocation of \$24,000 from Community Development Block Grant (CDBG) closed/discontinued projects to purchase and install a modular trailer at 9th and Bridger to provide food storage space for the Jude 22 Senior Food Bank project currently located on the site - Ward 5 (Weekly)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$24,000
<input checked="" type="checkbox"/>	Budget Funds Available	Dept./Division: Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/>	Augmentation Required	Funding Source: CDBG

PURPOSE/BACKGROUND:

Jude 22 is a non-profit agency which operates a food bank for seniors on city owned property at 9th & Bridger. The agency shares space in a 1,850 square foot building with another non-profit agency. The project has become so successful, they have outgrown the location & clients have to stand outside in the elements waiting for assistance. The purchase of a used modular trailer for food storage would free up enough space in the building to allow Jude 22 to provide clientele a waiting area inside the building until they are able to relocate to a larger location in the Downtown Senior Center.

RECOMMENDATION:

The City Manager recommends approval of the reallocation of funding to purchase a used modular trailer and install it on the site.

BACKUP DOCUMENTATION:

None

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 6 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

SUE PRESCOTT, Neighborhood Services, advised that St. Jude is a non-profit agency that offers a senior food bank on the location. The overcrowding is forcing seniors to wait in several weather conditions. They are seeking CDBG funds to buy a modular trailer on the site for an

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Neighborhood Services

Item 6 – Discussion and possible action regarding a reallocation of \$24,000 from Community Development Block Grant (CDBG) closed/discontinued projects to purchase and install a modular trailer at 9th and Bridger to provide food storage space for the Jude 22 Senior Food Bank project currently located on the site

MINUTES – Continued:

interim solution until they can move into the senior services center being rehabilitated. Staff recommends approval.

COUNCILMAN MACK confirmed with MS. PRESCOTT that the old funds left over after the completion of other projects and the money will not be required to go through the allocation or reallocation process. It simply requires Council approval. COUNCILMAN WEEKLY verified that the interim solution will last until the completion of the senior center rehab.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:17 – 3:19)

1-382

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE****CONSENT****DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Duane Liddick for real property known as Parcel Number 138-25-515-003 located at 1513 Laurelhurst Drive Unit 3 for \$65,000 plus closing costs - Special Revenue Fund - Ward 1 (M. McDonald)

Fiscal Impact**No Impact****Amount:** \$65,000 + closing costs**Budget Funds Available****Dept./Division:** Public Works/Real Estate**Augmentation Required****Funding Source:** SRF (Special Revenue Fund)**PURPOSE/BACKGROUND:**

This parcel is a condo located in the vicinity of Laurelhurst Dr./Westmoreland Dr. Over 90% of the units in this area are vacant & in disrepair, creating a safety & health problem to the area. Because a majority of the units are owned by one owner, it has made it impossible for a credible condo assoc. of all of the owners in the area to organize, thus most of the properties are in disrepair as well & subject to many building code violations. CLV wishes to purchase this property, along with 41 other individually-owned units in an effort to clean & revitalize the area.

RECOMMENDATION:

Staff recommends approval of the purchase of this property, and authorization of staff to execute all the additional documents necessary to close escrow and record title

BACKUP DOCUMENTATION:

1. Agreement for Purchase of Real Property
2. Counter Offer

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 7 be forwarded to the Full Council with a "Do Pass" recommendation. **COUNCILMAN MACK** abstained because his brother **STEVEN MACK** owns a property adjacent to this property that could be affected by this bill.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Public Works

Item 7 – Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Duane Liddick for real property known as Parcel Number 138-25-515-003 located at 1513 Laurelhurst Drive Unit 3 for \$65,000 plus closing costs

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate and Asset Management, indicated that this is just one more contract on those condominiums that the City has been acquiring and staff recommends approval. COUNCILMAN WEEKLY discussed with MR. ROARK that this is not the property where some tenants are being relocated and others are simply being noticed to vacate. Those living in the condominiums are aware they need to move when they sign the contract. Tenants are given a 30-day notice and subsequent notices pursuant to the law. MR. ROARK would assume that he would have been contacted by the reporter doing the story had the property involved been these condominiums, but there has been no such contact.

There was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:19 – 3:23)

1-507

AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 15th day of January, 2003 by and between Priority One Commercial and/or nominee (hereinafter referred to as "Buyer) and Duane E. Liddick and or Assignee (hereinafter referred to as "Seller"), with reference to the following facts:

- A. Seller is the owner of Unit 3 Lot 3 of Decatur Gardens (Residential Condominium) (the "Property") consisting of approximately 943sq.ft.of living space on a 28 x 36 lot. The Property is located at 1513 Laurelhurst Dr. Unit # 3, Las Vegas, Clark County, Nevada 89108. A Plot Plan of the residential condominium showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 138-25-515-003
- B. Seller has represented to Buyer that the Property is currently zoned **Residential Condominium** and is located in the City of Las Vegas, County of Clark, State of Nevada.
- C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property.

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

- 1. Purchases and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.
- 2. Purchase Price. The purchase price to be paid for Property and the improvements thereon shall be Sixty Thousand and no/100 Dollars (\$60,000.00), all cash. Said sum shall be paid as follows: ***(The Seller shall arrange for any Tenant to vacate the Premises prior to Close of Escrow).**
 - (a) Buyer shall deposit Five Hundred Dollars (\$500.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.
 - (b) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties.
 - (c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Fifty Nine Thousand Five Hundred and no/100 Dollars (\$59,500.00).
 - (d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing.

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

3. Title to the Property. Title conveyed is to be subject to encumbrances, easements, rights of way, restrictions, conditions and covenants of record as shown on a current preliminary title report with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have **thirty (30)** working days following receipt of said report to approve the condition of title; provided that if written disapproval is not received by Seller within said period, buyer shall be deemed to have accepted the condition of the title. Seller agrees to deliver, at its expense, good and merchantable title as evidenced by an CLTA policy of title insurance. Buyer, at his option, may terminate this offer to purchase and his earnest money shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

4. Disclosure of Conditions. Buyer shall take title subject to declarations, covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, to be delivered to Buyer. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller within **thirty (30)** working days of receipt by Buyer.

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

(a) to close escrow within **ten (10) days** from the expiration of the contingency period, and or Tenant has vacated the premises. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. 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, Seller shall cause to be procured and delivered for Buyer's approval the Preliminary Title Report and copies of documents referred to in paragraph 3;

(c) Seller shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided in

accordance with the usual practices in Clark County, Nevada;
real property taxes shall be prorated to close of escrow;

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

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

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

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

(a) Buyer's approval of the Preliminary Title Report, a copy of **any lease agreement that exist on the "Premises"** and all documents described within the Preliminary Title Report, issued by Angie Galindo at United Title of Nevada concerning the Properties within thirty (30) business days after Buyer's receipt of same from United Title of Nevada (see paragraph 3).

(b) The expiration or Buyer's written waiver of **the thirty (30) days** Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. Within ten (10) days following the opening of escrow, Seller shall make available to Buyer or to Buyer's agents copies of **any leases**, site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the subject property that may have been performed if any, at the request of Buyer.

(c) The above contingencies in Paragraphs 6 (a) and (b) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this

Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies. ***The Seller shall arrange for any Tenant to vacate the premises prior to Close of Escrow. The Seller agrees to indemnify, defend and save the Buyer harmless and against all claims, demands, action, suits, costs and attorney's fees arising out of or in connection with any Tenant.**

7. Offer Expiration. This offer will remain open until January 18, 2003 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

8. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas, NV 89103, who shall be paid through escrow a commission by Seller of 3% of the Property's gross sales price and Realty Executives who shall be paid through escrow a commission by Seller #% of the Property gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

9. Notices. Any and all notices, demands, or other communications required or desired 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: Duane E. Liddick
1501 Laurelhurst Dr. #3
Las Vegas, NV 89108

To Agent: Priority One Commercial
Attn: Cynthia Inman
Broker/Salesman/CPM
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156 fax

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

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

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

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

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

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

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

Date: January 15, 2003 Time: 11:30 /am

Buyer:


Cynthia L. Moran
PRIORITY ONE COMMERCIAL

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: Time am/pm Seller:

By: _____

Its: _____

By: _____

Its: _____

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

COUNTER OFFER

The offer made by Priority One Commercial
to purchase the real property commonly known as 1513 Laurelhurst #3

dated 1/16/03 is not accepted in its present form, but the following counter offer is hereby submitted:

- ① SHOULD BUYER CANCEL ESCROW PRIOR TO EXPIRATION OF CONTINGENCY PERIOD; EARNEST MONEY WILL BE RELEASED; NO INTEREST WILL BE PAID.
- ② IF ANY SPECIAL ASSESSMENTS OR FEES EXISTS BUYER WILL ASSUME SAID FEES @ C.O.C.
- ③ SELLER WILL DELIVER AN AIA POLICY OF TITLE INSURANCE
- ④ CONTINGENCY PERIOD IS 10 DAYS FROM AN ACCEPTED OFFER
- ⑤ NO INTEREST WILL BE PAID ON EARNEST MONIES

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance.

Right To Accept Other Offer: Seller reserves the right to accept any other offer prior to Buyer's and Seller's acceptance of all terms and conditions of the Original Offer and Counter-Offer(s) as evidenced by all parties' signatures on those documents and further by the delivery of those signed documents to both the Buyer and Seller or their respective agents.

Expiration: This Counter Offer shall expire within 8 hours from date and time of its execution as shown below unless previously withdrawn by the Seller prior to its acceptance.

Date 1/17/03

Diane E. Sedwick
Seller Purchaser

Time 6:30pm

Seller Purchaser

The undersigned Purchaser/Seller accepts the above counter offer.

Date 1/23/03

Cynthia Johnson
Purchaser Seller

Time 11:18

Purchaser Seller

COUNTER OFFER

The offer made by Priority One Commercial
to purchase the real property commonly known as 1513 Laurelhurst #3

dated _____ is not accepted in its present form, but the following counter offer is hereby submitted:

- ① CLOSE OF ESCROW TO BE 2/15/03 OR ORKPA 2/25/03
- ② SALES PRICE TO BE 65,000
- ③ BEFORE ANY LEGAL ACTION IS TAKEN TO ENFORCE ANY TERMS OR CONDITIONS UNDER THIS PURCHASE AGREEMENT BOTH PARTIES AGREE TO MEDIATE

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance.

Right To Accept Other Offers. Seller reserves the right to accept any other offer prior to Buyer's and Seller's acceptance of all terms and conditions of the Original Offer and Counter Offer(s) as evidenced by all parties' signatures on those documents and further by the delivery of those signed documents to both the Buyer and Seller or their respective agents.

Expiration. This Counter Offer shall expire within 48 hours from date and time of its execution as shown below unless previously withdrawn by the Seller prior to its acceptance.

Date 1/17/03

Buane E. Siddick
Seller Purchaser

Time 6:30 pm

Seller Purchaser

The undersigned Purchaser/Seller accepts the above counter offer.

Date 1/23/03

Cynthia A. Sherman
Purchaser Seller

Time 11:19 AM

Purchaser Seller

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: LESA CODER, DIRECTOR **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding a Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel located at the southwestern corner of Wheeler Peak and Martin Luther King Boulevard in the Enterprise Park to develop a 10,000 square foot corporate training center in two phases (Gain of \$258,595 - Industrial Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: Gain of \$258,595
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Economic Development
<input type="checkbox"/>	Augmentation Required	Funding Source: Industrial Revenue Fund

PURPOSE/BACKGROUND:

RLT Corporation will purchase a 1.1-acre site for the purpose of constructing a Corporate Headquarters and Training Center in two phases. Phase 1 will comprise a 6,000 square foot office building. Phase 2 will comprise a 4,000 square foot office building. The Center will support RLT Corporation's training and administrative functions in its McDonald's franchise operations, including maintaining a staff of approximately 850 employees for 22 area restaurants. The City is requiring an earnest money deposit of \$10,000, and a performance security deposit of \$10,000 to be held in escrow until the completion of Phase 2.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Purchase and Sale Agreement
3. Disclosure of Principals
4. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 8 be forwarded to the Full Council with a "Do Pass" recommendation. **COUNCILMAN MACK** concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 3, 2003

Office of Business Development

Item 8 – Discussion and possible action regarding a Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel located at the southwestern corner of Wheeler Peak and Martin Luther King Boulevard in the Enterprise Park to develop a 10,000 square foot corporate training center in two phases

MINUTES – Continued:

IAIN VASEY, Office of Business Development, submitted for consideration the sale of a 1.1-acre site in the Enterprise Park. The price being negotiated is \$5.40 per foot, total of \$258,000. The proposed developer would be RLT Corporation, principal franchise owner of McDonald's Restaurants. They own 22 area McDonald's Restaurants and they are looking to build a corporate headquarters and corporate training facility. The proposal includes a \$1 million building investment and approximately 25 employees. Ongoing training will involve approximately 850 employees throughout the year. The purchase and sale agreement provided for a minimum 6,000 square feet of office space in Phase I and 4,000 square feet in Phase II. However, the square footage may be increased during the design process, up to about 14,000 square feet total.

The site plan currently submitted includes a two-story office building. The design reflects 14,000 square feet, but the agreement calls for the minimums. The building will be subject to the routine Las Vegas Enterprise Park Architectural Review Committee process. The current rendering shows an efface-constructed building fronting the parking lot. The parking complies with City parking standards.

TOM HART, owner/operator of McDonald's, stated that they presently occupy space on Desert Lane that will eventually be taken by the State. They have been recognized for the quality of restroom facilities within their restaurants and their restaurant in this area has enhanced the community. The picture speaks for itself as to what their intent is. They would like to have some consideration for having a Martin Luther King address rather than the other street.

COUNCILMAN WEEKLY discussed with MR. HART the two-phases. MR. HART commented that they are examining the cost-savings of completing the site in one phase and perhaps even building a two-story facility to the maximum square footage permitted by Code.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:06 – 3:11)

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: FEBRUARY 3, 2003

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Purchase and Sale Agreement between City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel at the southwestern corner of Wheeler Peak Drive and Martin Luther King Boulevard

1. The City of Las Vegas ("City") is selling to RLT Corporation ("Developer") a 1.099 acre parcel, or 47,888 square feet, for a Purchase Price of \$258,595.00. The parcel ("Site") is located at the southwestern corner of Wheeler Peak Drive and Martin Luther King Boulevard in the Las Vegas Enterprise Park. The Purchase Price is based on approximately \$5.40 per square foot. The Developer is required to submit an earnest money deposit of \$10,000. In addition, the Developer must submit to escrow a performance security deposit of \$10,000 to be held in an interest-bearing account.
2. The Developer, a franchisee of McDonald's Corporation, will build a 6,000 square foot facility to serve as a corporate headquarters and training center. Developer projects that, at any given time, 25 employees will use the facility for training. Developer will also offer a Manager Trainee Program for employees. Developer's current site, 1017 Desert Lane, is a converted, single family home which is too small for Developer, and which is needed for the widening of U.S. Interstate-15.
3. In order to ensure that the Site is used for the highest and best possible use, the City is requiring Developer to build, in a second phase, a minimum of 4,000 square feet of additional flex office space, and will allow Developer to lease the space. The Developer has agreed to deposit in escrow a \$10,000 performance security deposit, to be held until the completion of the second phase. (Developer has indicated that a national McDonald's partner/supplier has expressed interest in the second phase office space.)
4. Developer has committed to market employment opportunities to residents of West Las Vegas, as specified in Section 5 of the Agreement. Based on a payroll of 850 employees and a turnover rate of 1.5 employees per position, Developer estimates that 1,200 employees per year will be hired.
5. Escrow costs will be split equally by Developer and City, except for the cost of an ALTA survey which (if desired) shall be paid by the Developer. Escrow must open 30 days after contract execution and has 90 days to close.
6. For Phase 1 of the Corporate Training Center, the Developer must start construction within 9 months after closing (by March 5, 2004), and must complete construction within 18 months (by September, 2005). For Phase 2 of the Corporate Training Center, the Developer must start construction within 24 months of the completion of Phase 1 (September, 2007) and complete construction within 18 months thereafter. The Developer estimates the capital improvements for both construction phases to be approximately \$800,000 to \$1,000,000.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____ 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and RLT CORPORATION, a Nevada for-profit corporation duly formed and organized in the State of Nevada (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located within what is known as the Las Vegas Enterprise Park (hereinafter the "Enterprise Park"); and

WHEREAS, the Enterprise Park is comprised of approximately 75 (seventy-five) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south; and

WHEREAS, the City desires to sell to the Developer or its nominee, and the Developer desires that it or its nominee purchase from the City, a portion of said City-owned property, that portion being referred to hereinafter as the "Site;" and

WHEREAS, the Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" (hereinafter the "CC&R's"), which is recorded in the records of the Clark County Recorder at Book 991110, Instrument 01268; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the sale to and purchase by the Developer of the Site as hereinafter described. As used hereinafter, the "Developer" refers to the Developer, or its nominee or assignee, subject to the provisions of Section 22.

2. THE SITE

The Site consists of approximately 1.099 acres, is depicted generally in Exhibit A, and is described more particularly in Exhibit B. Exhibits A and B are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the local utility companies.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the City agrees to sell to the Developer, and the Developer agrees to purchase, the Site as described above.

4. ACQUISITION OF SITE

The Purchase Price for the Site is \$258,595.00 (hereinafter "Purchase Price"). The Purchase Price is based on approximately \$5.40 per square foot for the Site, which contains approximately 47,888 square feet, or 1.099 acres, more or less. The entire Purchase Price for the Site is due and payable at or before the close of escrow as described in Section 14. For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping. In the event that the Site's actual square footage is more than, or less than 47,888 square feet, the purchase price of \$258,595.00 shall prevail.

5. SITE DEVELOPMENT

The Developer agrees to the following conditions:

a. Any and all development on the Site will conform to the procedures and limitations contained in the CC&R's, zoning regulations and all applicable building and other codes as adopted by the City of Las Vegas.

b. The Developer will utilize the Site for the purpose of constructing a Corporate Headquarters and Regional Training facility, to be constructed in two phases. Phase 1 shall be an office building containing no less than 6,000 gross square feet, and shall be used by RLT Corporation and its employees, affiliates, or persons seeking employment at RLT Corporation. Phase 2 shall be additional office space containing no less than 4,000 square feet, more or less. The Developer may sublease the space in Phase 2 to a third-party user, at the sole discretion of the Developer.

c. The Developer agrees that the Site Development Plan for Phase 1 of the site development shall not contain less than 6,000 square feet of gross office space. In the event the Developer submits the Phase 1 Site Development Plan containing less than 6,000 square feet of gross office space, the City shall reject it because of the Developer's failure to comply with this subsection. The Developer agrees to develop the entire Site within the time schedule set forth in Section d and Section e.

d. Within 9 (nine) months after the acquisition of the Site, or no later than March 5, 2004, whichever is sooner, the Developer will begin construction of Phase 1 and will complete such construction within 18 (eighteen) months after commencement thereof, or within such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control. The construction of improvements upon the Site will be considered completed for purposes of this Agreement at the time that the City issues a Certificate of Occupancy.

e. Within 24 (twenty-four) months after completion of Phase 1, the Developer will begin construction of Phase 2 and will complete such construction within 18 (eighteen) months after commencement thereof, or within such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control. The construction of improvements upon the Site will be considered completed for purposes of this Agreement at the time that the City issues a Certificate of Occupancy.

f. The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

g. Based on the training needs of the Developer's existing employee base of 850 employees, Developer intends that no less than 850 employees will use the Corporate Headquarters and Training facility on an annual basis. Based on historical employee turnover at Developer's restaurants, Developer projects that approximately 1,200 employee positions (more or less) will be filled on an annual basis. Developer also projects that no less than 25 employees will use the Site on a weekly basis for corporate employee training. In order to encourage employment opportunities for persons residing within the West Las Vegas community, the Developer agrees to market employment opportunities to West Las Vegas residents.

Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 5 shall entitle the City, in its sole discretion, to exercise its rights under Section 25.

6. GENERAL REPRESENTATIONS

The City and the Developer each represent and warrant that:

a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;

b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Developer as provided in this Agreement;

c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement;

d. Nothing contained in this Agreement shall be construed to make any non-party a third-party beneficiary of this Agreement; and

e. It is mutually understood and agreed that nothing in this Agreement is intended, or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of a joint venture between the City and Developer, or as

constituting the Developer as the agent or representative of the City for any purpose or in any manner whatsoever.

7. EARNEST MONEY DEPOSIT

a. Concurrently with its execution of this Agreement, the Developer has delivered to the City an earnest money deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of \$10,000 (Ten Thousand Dollars). Prior to the City's execution of this Agreement, any attempt on the part of the Developer to revoke its offer to enter into this Agreement or to materially modify the terms hereof without the City's consent shall entitle the City to retain the Earnest Money Deposit. Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the purchase of the Site.

b. Concurrently with the execution of this Agreement, the Developer also has delivered to the City a performance security deposit ("Performance Security Deposit") in the form of either cash or a cashier's check in the amount of \$10,000 (Ten Thousand Dollars), to be used for securing performance of the construction of Phase 2, as described in Section 5.e. of this Agreement. Prior to the close of escrow, the City shall deliver the Performance Security Deposit to escrow, with instructions that the Performance Security Deposit be placed in an interest-bearing account, separate from the Earnest Money Deposit. Developer shall be entitled to a return of the Performance Security Deposit, together with any and all accrued interest, upon completion of Phase 2 as described in Section 5.e. herein. Failure of the Developer to complete the Phase 2 improvements shall entitle the City to retain the Performance Security Deposit.

8. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to convey to the Developer the Site in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Site to the Developer shall be borne by the parties in equal shares.

9. ESCROW

The Developer agrees to open an escrow with a mutually agreed upon local title company, or some other title insurance company satisfactory to the City and the Developer having equal or greater financial responsibility (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within 30 (thirty) days after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to the City and to the Developer within 5 (five) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to an amount in excess of \$24,999 to the Developer.

The City shall timely and properly execute, acknowledge and deliver to the Escrow Agent a deed conveying to the Developer title to the Site in accordance with this Agreement.

Upon delivery of the deed to the Escrow Agent by the City and upon tender by the Developer of the Purchase Price (less the Earnest Money Deposit) pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested in the Developer and title insurance as required by Section 15 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized and instructed to:

- a. Expediently obtain a preliminary title report ("PTR") for the Site and deliver a copy to each party. Thereafter, the Developer shall have 10 (ten) working days in which to accept, reject or request modification of the PTR. The Developer's failure to object to the PTR within 10 (ten) working days after delivery shall be deemed to represent the Developer's approval of the PTR.
- b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 9 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow;
- c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer;
- d. Obtain and charge each of the parties one-half of the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 15 of this Agreement. The additional cost of an ALTA survey policy if desired by the Developer shall be borne entirely by the Developer.
- e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

Except for the Performance Security Deposit as described hereinafter, all funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30 (thirty) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

Upon receipt from the City, the Escrow Agent shall deposit the Performance Security Deposit into an interest-bearing account, which is mutually acceptable to both parties and is wholly separate from the Earnest Money Deposit. The Escrow Agent shall return to the Developer the principal of the Performance Security Deposit, together with any and all accrued interest, upon completion of Phase 2, as described in Section 5 of this Agreement.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 9 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 29 of this Agreement for notices, demands and communications between the City and the Developer.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 29 of this Agreement for notices, demands and communications between the City and the Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 15, inclusive, of this Agreement.

Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

10. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

a. Provided that the Developer is not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to 90 days following the opening of escrow, or no later than September 22, 2003, whichever occurs sooner. The City and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

b. Notwithstanding any other provision of this Agreement, the Developer shall have no obligation to proceed with the acquisition of the Site if, by the 180th (one hundred eightieth) day following the effective date of this Agreement:

(1) The Developer's Site Development Plan, after proper submission to the City of Las Vegas Planning Department, has been denied by either the City of Las Vegas Planning Commission or by the City Council; or

(2) The Developer has not approved the preliminary title report in accordance with Section 9 of this Agreement.

In either such case, the Developer, upon request, shall be entitled to the return of its Earnest Money Deposit.

Notwithstanding any conditions otherwise stated, Developer agrees and acknowledges that the failure of the Developer to submit a Site Development Plan to the City in accordance with the City of Las Vegas Municipal Code, CC&Rs, and conditions stated herein, shall not entitle Developer to a return of the Developer's Earnest Money Deposit.

c. Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 20 of this Agreement. The Developer shall accept title and possession on or before the dates described in this Section 10.

11. FORM OF DEED

The City shall convey to the Developer, or to its nominee, fee simple title to the Site in the condition provided in Section 12 of this Agreement by a grant, bargain and sale deed in a form that is consistent with Exhibit C to this Agreement.

12. CONDITION OF TITLE

The City shall convey title to the Site free and clear of all recorded liens, encumbrances, assessments, taxes, and other defects except those acceptable to the Developer.

13. CONDITIONS PRECEDENT TO CLOSING

In order for escrow to close with respect to the Site, the City must have deposited with the Escrow Agent the appropriate deed and the Developer must have deposited with the Escrow Agent the Purchase Price.

14. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 13, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 15 of the Agreement. The recordation of the deed shall constitute the close of escrow.

15. TITLE INSURANCE

Concurrently with recordation of any deed, the Title Company shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that the title to the property is vested in the Developer in the condition required by Section 12 of this Agreement. The Title Company shall provide the City with a copy of the title insurance policy and the title insurance policy shall be in the amount of the acquisition cost of the property.

16. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

Prior to, and as a condition of, the close of escrow, Developer agrees to deposit into escrow the amount due to the Las Vegas Enterprise Park Owners Association for the assessment on the Site for the period from the close of escrow to the end of the year. As of close of escrow, Title Company shall issue a check in the name of the Las Vegas Enterprise Park Owners Association for the amount indicated by the Las Vegas Enterprise Park Owners Association for the aforementioned period. The check shall be mailed to: Las Vegas Enterprise Park Owners Association, c/o City of Las Vegas, 400 East Stewart Avenue, Las Vegas, Nevada 89101.

17. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Developer.

18. ZONING OF THE SITE

The City represents that the City of Las Vegas General Plan and zoning ordinances permit the development and construction on the Site of two office facilities containing 10,000 square feet of gross office space.

19. "AS IS" SALE

Prior to the close of escrow, the Developer and its representatives will have been afforded the opportunity to make such inspections of the Site and matters related thereto as the Developer and its representatives may desire. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the deed to be delivered by the City to the Developer as set forth in Section 11,) occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

20. INSPECTION BY THE DEVELOPER

Commencing with the first date set forth above and extending for a period of 45 (forty-five) days thereafter, or 10 (ten) days prior to the close of escrow, whichever occurs sooner, (the "Inspection Period"), the Developer and its representative shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as the Developer may reasonably require, but such surveys, tests and assessments shall not damage the Site. The Developer shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including costs and attorney's fees, arising out of any activity by the Developer or its agents, employees or contractors pursuant to this Section. The Developer shall have access to all data and information on the Site available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the Developer prior to conveyance of title thereto shall be done only after written consent of the City Manager (which consent shall not be unreasonably withheld) and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from each and every entry upon and inspection of the Site and execute such documents as are customarily required for entry onto public property. The City Manager is authorized to execute such documents for the Developer's entry onto public property without further action by the City. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

Notwithstanding any other provision of this Agreement, the Developer shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Site reveals soil or similar conditions that, in the Developer's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the Developer shall be entitled to the return of the Earnest Money Deposit.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 5, and is not for speculative purposes. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof for a period of 5 (five) years from the date that title passes to the Site, without the written consent of the City.

23. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

24. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the purchase of the Site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, the City shall be entitled to terminate this Agreement and retain the Earnest Money Deposit.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

- a. Written notice of default is provided to the party in default; and

b. Within 20 (twenty) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

25. RIGHT TO REPURCHASE, REENTER AND REPOSSESS

In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if, after conveyance of title thereto and prior to the issuance of all certificates of occupancy therefor, the Developer does any of the following:

a. Fails to complete construction of the improvements as required by this Agreement under Section 5.c. as evidenced by issuance of a Certificate of Occupancy by the City. This is a condition subsequent and not merely a covenant.

b. Transfers the Site or any part thereof in violation of this Agreement. This is a condition subsequent and not merely a covenant.

c. Fails or refuses to comply with or to cure the default of any provision of Section 5 for a period of 20 (twenty) days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the 20 (twenty) day period, it shall have a reasonable time thereafter to effectuate such cure.

The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing permitted by this Agreement.

To exercise its right to repurchase, reenter and take possession of the Site, the City, or its nominee, shall pay to the Developer the Purchase Price set forth in Section 4 minus the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction improvements thereon so as to enable the City to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

For the purpose of implementing the provision of this Section, at the time of conveyance of the Site, the Developer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "D" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "E" hereto directed to the Escrow Agent and signed by the Developer and the City. If any of the events authorizing the City to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least 20 (twenty) days' prior notice to the Developer, to record the Quitclaim Deed to the Site. If the Developer completes construction on or before the time set forth in Section 5.c., the City agrees to join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

26. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

27. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

28. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer or for any obligation of the City under the terms of this Agreement.

29. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section 29. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City Manager's Office
 City of Las Vegas
 400 East Stewart Avenue
 Las Vegas, Nevada 89101

If to the Developer: Mr. Thomas Arlt
 President, RLT Corporation
 1017 Desert Lane
 Las Vegas, NV 89102

30. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 29, inclusive, and Exhibits A, B, C, D, E and F attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

31. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

32. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

33. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

34. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit F, all principals, including partners of RLT Corporation as well as all persons and entities holding more than 1% (one percent) interest in RLT Corporation, or any principal of RLT Corporation. Throughout the term hereof, Council shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

35. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to the City, must be approved by the City Council, executed and delivered by the City within 60 (sixty) days or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Developer 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 City to retain the Developer's Good Faith Deposit. The effective date of this Agreement shall be the date when this Agreement has been signed by the City.

This Purchase and Sale Agreement may be recorded in the Office of the County Recorder, Clark County, Nevada.

Date of City Council Approval:

_____, 2003

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

ATTEST:

J. Paricello 1/14/03
Date

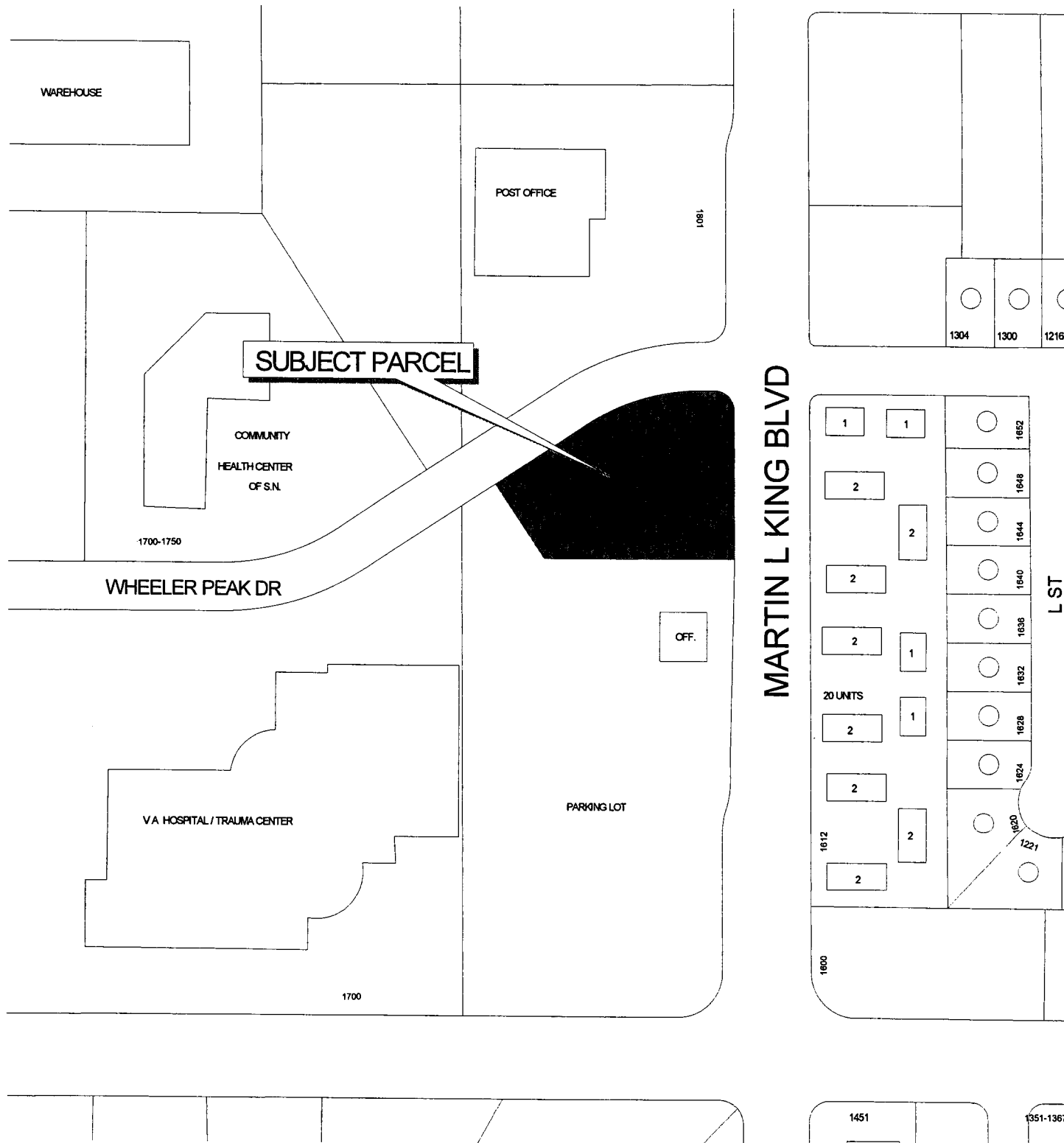
BARBARA JO RONEMUS, City Clerk

_____, 2003

RLT CORPORATION

By Thomas M. Arlt
THOMAS M. ARLT, President

Exhibit "A" Site Map



0.07

0

0.07

0.14 Miles

EXHIBIT "B"
LEGAL DESCRIPTION

A.P.N. 139-21-416-004 (010-300-)
1.099 AC. PARCEL
LOT 1, AMENDED LAS VEGAS ENTERPRISE PARK

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as:

LOT 1 of the amended map for LAS VEGAS ENTERPRISE PARK, a commercial subdivision, as shown by the amended plat thereof, recorded December 31, 1996, in File 77 of Plats, Page 54 of Clark County, Nevada Records.

The above-described LOT 1 contains an area of 47,888 square feet or 1.099 acres, more or less.

SUBJECT TO, that 20' LANDSCAPE MAINTENANCE EASEMENT, over, across and under the easterly 20 feet of the above-described LOT 1 as said easement was dedicated by said amended map of LAS VEGAS ENTERPRISE PARK.

OWNER'S INITIALS _____

EXHIBIT "C"
GRANT, BARGAIN AND SALE DEED

Recording Requested by:

City of Las Vegas, Nevada

APN: _____

After recordation, mail to:

City of Las Vegas

Office of Business Development

400 Stewart Avenue

Las Vegas, Nevada 89101

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to RLT Corporation, a Nevada corporation (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as APN: _____.

1. The Property is conveyed pursuant to an agreement for purchase and sale ("the Agreement") of the Property, entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.
2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in said Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument permitted by the Agreement.
3. The absence from this Deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions, and obligations.
4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.
5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2003.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

“GRANTOR”

Approved as to form:

Date

ATTEST:

BARBARA JO RONEMUS, City Clerk

ACCEPTANCE

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

RLT CORPORATION, a Nevada corporation

By _____
THOMAS M. ARLT, President

“GRANTEE”

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2003, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B.
GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2003, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, THOMAS M.
ARLT, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

LVEP

ATTACHMENT "A"
GRANT DEED
LEGAL DESCRIPTION

A.P.N. 139-21-416-004 (010-300-)
1.099 AC. PARCEL
LOT 1, AMENDED LAS VEGAS ENTERPRISE PARK

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21,
Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of
Nevada, described as:

LOT 1 of the amended map for LAS VEGAS ENTERPRISE PARK, a commercial subdivision,
as shown by the amended plat thereof, recorded December 31, 1996, in File 77 of Plats, Page 54
of Clark County, Nevada Records.

The above-described LOT 1 contains an area of 47,888 square feet or 1.099 acres, more or less.

SUBJECT TO, that 20' LANDSCAPE MAINTENANCE EASEMENT, over, across and under
the easterly 20 feet of the above-described LOT 1 as said easement was dedicated by said
amended map of LAS VEGAS ENTERPRISE PARK.

OWNER'S INITIALS _____

EXHIBIT "D"
FORM OF QUITCLAIM DEED

Recording Requested by:
City of Las Vegas, Nevada

APN: _____

After recordation, mail to:
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RLT CORPORATION, a Nevada corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property in the city of Las Vegas, Nevada, described on Attachment "A" attached hereto.

DATED this _____ day of _____, 2003.

RLT CORPORATION

By: _____
Thomas Arlt, President

ACKNOWLEDGMENT

State of Nevada }
 }
County of Clark } :ss

This instrument was acknowledged before me, a notary public, on this _____ day of _____, 2003, by THOMAS ARLT.

Notary Public

ATTACHMENT "A"
QUITCLAIM DEED
LEGAL DESCRIPTION

**A.P.N. 139-21-416-004 (010-300-)
1.099 AC. PARCEL
LOT 1, AMENDED LAS VEGAS ENTERPRISE PARK**

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21,
Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of
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LOT 1 of the amended map for LAS VEGAS ENTERPRISE PARK, a commercial subdivision,
as shown by the amended plat thereof, recorded December 31, 1996, in File 77 of Plats, Page 54
of Clark County, Nevada Records.

The above-described LOT 1 contains an area of 47,888 square feet or 1.099 acres, more or less.

SUBJECT TO, that 20' LANDSCAPE MAINTENANCE EASEMENT, over, across and under
the easterly 20 feet of the above-described LOT 1 as said easement was dedicated by said
amended map of LAS VEGAS ENTERPRISE PARK.

OWNER'S INITIALS _____

EXHIBIT "E"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

_____, 2003

United Title of Nevada

Las Vegas, Nevada _____

Re: Escrow No. _____

Dear Sir or Madam:

THOMAS ARLT, President of RLT CORPORATION, (the "Developer"), one of the undersigned, has entered into that certain real property Purchase and Sale Agreement dated _____, 2002, with the City of Las Vegas (the "City"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and is described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 25 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with irrevocable escrow instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the City notice certifying that a copy of it has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 25 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of 20 (twenty) days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 20 (twenty) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Date

Attest:

BARBARA JO RONEMUS, City Clerk

RLT CORPORATION

By: _____
THOMAS ARLT, President

_____, on behalf of _____, hereby accepts and agrees to carry out these escrow instructions.

UNITED TITLE OF NEVADA

By: _____
Print Name: _____

EXHIBIT "F"
DISCLOSURE OF PRINCIPALS

The principals and partners of RLT CORPORATION, and all persons and entities holding more than 1% interest in RLT CORPORATION, or any principal of RLT CORPORATION are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. THOMAS M. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
2. RHONDA A. BOYLE	1017 Desert Lane, Las Vegas, NV 89106	384-3950
3. LINDA D. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

RLT CORPORATION

By: _____
Title: _____

Subscribed and sworn to before me this
_____ day of _____, _____.

Notary Public

DISCLOSURE OF PRINCIPALS

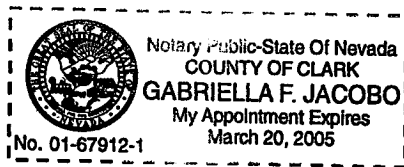
The principals and partners of RLT CORPORATION, and all persons and entities holding more than 1% interest in RLT CORPORATION, or any principal of RLT CORPORATION are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	THOMAS M. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
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3.	LINDA D. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
4.			
5.			
6.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

RLT CORPORATION

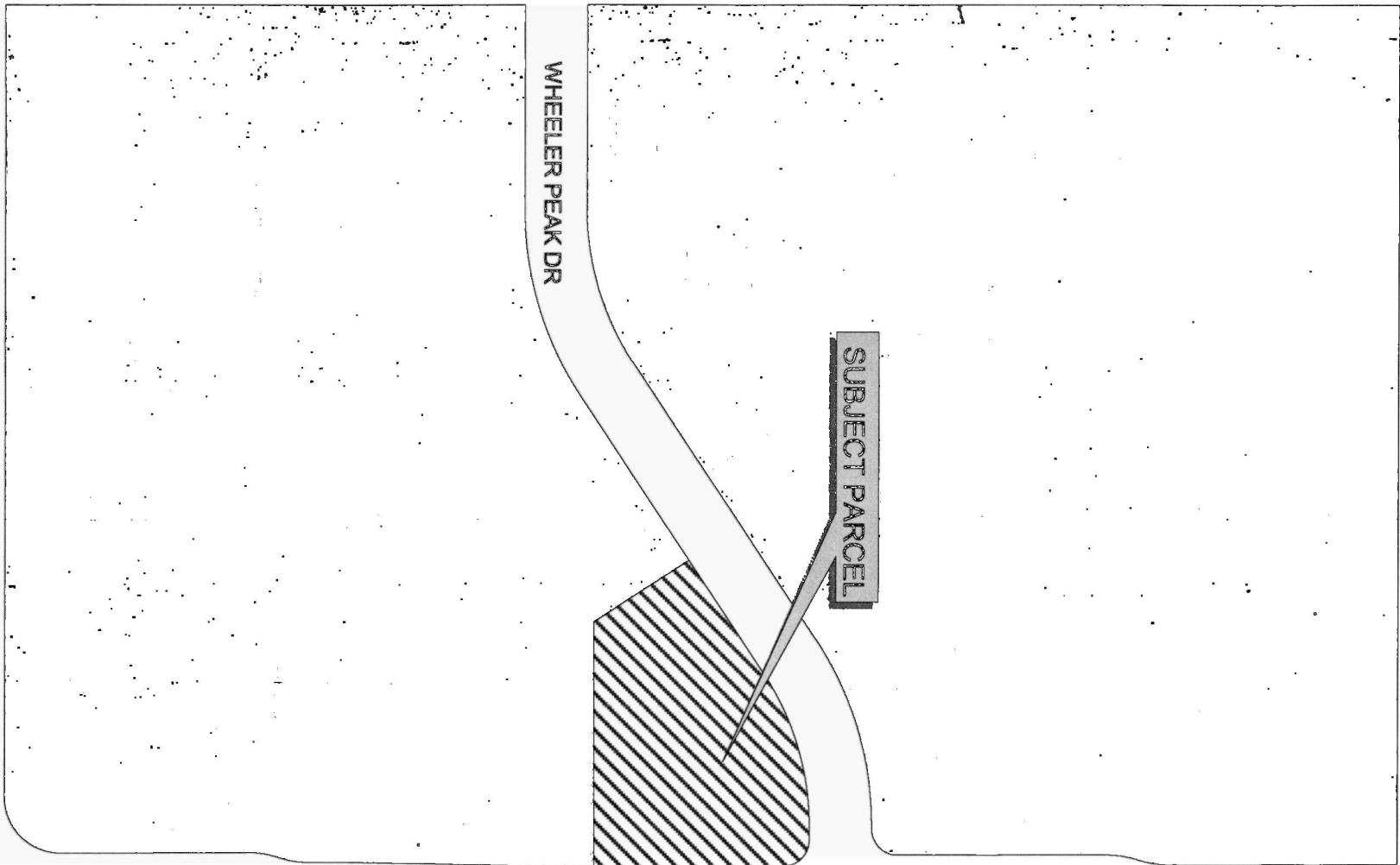


By Thomas M. Arlt
Title: Owner & President

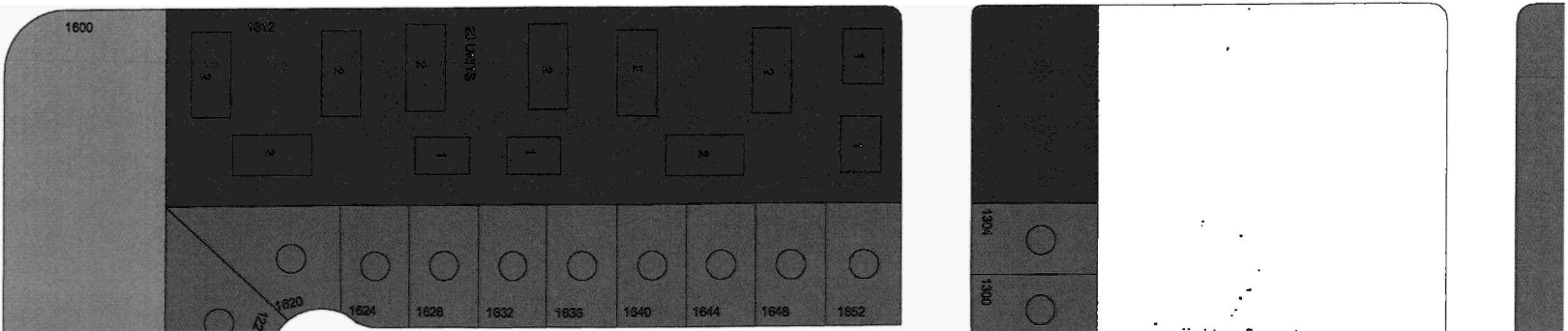
Subscribed and sworn to before me this
14 day of January 2003

Gabriella Jacobo
Notary Public

SITE MAP



MARTIN L KING BLVD



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 3, 2003

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.

MINUTES:


None

(3:23)

1-574

THE MEETING ADJOURNED AT 3:23 P.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
March 6, 2003