

City of Las Vegas

S.V

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>
TUESDAY, FEBRUARY 18, 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 regarding a Memorandum of Lease between the City of Las Vegas and Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)
2. 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 an Easement to LVVWD to service City-owned Parcel Number 139-21-702-002 known as Phase II of the Charter School Development Foundation located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)
3. Discussion and possible action regarding a Interlocal Agreement #108923 with the Las Vegas Valley Water District (LVVWD) for water service at Ed Fountain Park located near the southwest corner of Vegas Drive and Decatur Boulevard (\$343,878 - Capital Improvement Project) - Ward 5 (Weekly)
4. 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 550 square foot Easement to LVVWD to service a portion of Parcel Number 139-30-101-004 known as Ed Fountain Park located near the southeast corner of Vegas Drive and Decatur Boulevard - Ward 5 (Weekly)
5. 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 an Easement to LVVWD to service City-leased property from the Bureau of Land Management (BLM) known as Parcel Number 125-07-501-002 located on Iron Mountain Road in between Fort Apache Road and Tee Pee Lane in support of Clark County School District's (CCSD) Bilbray Elementary School - Ward 6 (Mack)
6. Discussion and possible action authorizing staff to enter into negotiations with Clark County Water Reclamation District (District) to acquire an Easement and/or to purchase vacant land located at the northeast corner of Parcel #161-10-701-001 - County (near Ward 3 - Reese)

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

55 ✓

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA **REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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, 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

(3:03)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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 Memorandum of Lease between the City of Las Vegas and Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to obtain financing for Phase II of the Charter School, the lender is requesting verification of terms contained in the original 2/1/01 Lease through a Memorandum of Lease to state a description of the Premises and the term of lease. This Memorandum of Lease specifies that if there is any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Memorandum of Lease
2. Site Map

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 a memorandum of lease asked for by the Charter School on behalf of the lender of the bonding money for Phase 2. The memorandum simply confirms the lease and outlines the terms. In case of conflict, the lease supercedes any memorandum. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 18, 2003

Public Works

Item 1 – Discussion and possible action regarding a Memorandum of Lease between the City of Las Vegas and Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street

MINUTES – Continued:

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:03 – 3:04)

1-12

When Recorded, Return To:
Charter School Development Foundation
c/o Agassi Enterprises, Inc.
3960 Howard Hughes Parkway, Suite 750
Las Vegas, NV 89109

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE dated as of _____, 2003 is by and between:
The CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with its principal office located at 400 East Stewart Avenue, 4th Floor, Las Vegas, Nevada 89101 ("Landlord"), and CHARTER SCHOOL DEVELOPMENT FOUNDATION, a Nevada nonprofit corporation, with its principal office located at 3960 Howard Hughes Parkway, Suite 750, Las Vegas, Nevada 89109 ("Tenant").

WITNESSETH:

1. Landlord has leased to Tenant and Tenant has leased from Landlord that certain premises ("Premises") located in the City of Las Vegas, County of Clark, State of Nevada, at the rental and upon all of the terms and conditions set forth in that certain Lease dated as of November 1, 2000 between the parties hereto, which is incorporated herein by this reference ("Lease"). The Premises are fully described in Exhibit A which is attached hereto and by this reference made a part hereof.
2. The Premises have been leased for a term of forty-nine (49) years ("Term") with five (5) consecutive five (5) year options to extend the Term. The Term Commencement Date under the Lease was February 1, 2001, and the Expiration Date of the Lease is January 31, 2050, subject to earlier termination, extensions due to force majeure, or Tenant's exercise of its options to extend the Term, as described above and as provided in the Lease.
3. Should there be any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument as of the date first above written.

LANDLORD:

CITY OF LAS VEGAS

By: _____
OSCAR GOODMAN, Mayor

TENANT:

CHARTER SCHOOL
DEVELOPMENT FOUNDATION,
a Nevada nonprofit corporation

By: Perry Rogers
Perry Rogers, President

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. ... 1/31/03
Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2003 by Oscar Goodman as Mayor of the City of Las Vegas.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2003 by Perry Rogers as President of the Charter School Development Foundation.

Notary Public

10/16/2000 12:36 FAX 7023628472

KOLESAR&LEATHAM

003

Parcel One (1):

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M.

Excepting therefrom said Parcel One (1) the West One Hundred Ten Feet (110) thereof.

Further excepting therefrom Northerly and Easterly 30.00 feet of said land as conveyed to the City of Las Vegas by Deed recorded August 23, 1990 in Book 138 as Document No. 113275, of Official Records.

And further excepting therefrom that portion of said land as conveyed to the City of Las Vegas by Deed recorded August 23, 1990 in Book 000523 as Document No. 00359, of Official Records

Parcel Two (2):

The South Thirty-Six (36) feet of the West One Hundred Ten (110) feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M.

Parcel Three (3):

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M.

Excepting therefrom the Easterly 30.00 feet of said land as conveyed to the City of Las Vegas by Deed recorded March 7, 1957 in Book 123 as Document No. 100804, of Official Records.

Legal Description**Site I:**

The West 80 feet of the North 183 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M.

Also the South 129 feet of the North 296 feet of the West 110 feet and the East 30 feet of the West 110 feet of the North 183 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M.

Excepting therefrom the North 30 feet thereof for road purposes.

Site II:

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20, Range 61 East, Clark County, Nevada.

The South 36 feet of the West 110 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20, Range 61 East, Clark County, Nevada.

Commonly known as 1975 North J Street, Las Vegas, Nevada.

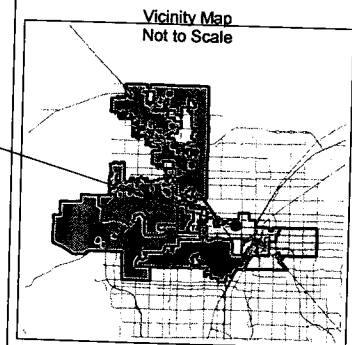
The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M.

Reserving therefrom a right-of-way and easement with right of ingress over and across the East 40 feet thereof for road purposes.



Site Map

-  Parcels
-  Building Footprints
-  City of Las Vegas
-  Street Centerline



Real Estate & Asset Management



Date of Date: 2002/02/04

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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 an Easement to LVVWD to service City-owned Parcel Number 139-21-702-002 known as Phase II of the Charter School Development Foundation located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Charter School is in the process of going out to bid for Phase II of the Charter School. In order to have water service for Phase II, the City has been requested to grant an Easement and Rights-of-Way to LVVWD to service the site and the water lines. The Charter School leases the land from the City.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Site Map
3. Submitted at meeting: Legal Description

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, explained that this easement goes along with the construction contract for Phase 2 of the Agassi Charter School. The actual legal description has been submitted for the fire hydrant and water facilities. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 18, 2003

Public Works

Item 2 – 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 an Easement to LVVWD to service City-owned Parcel Number 139-21-702-002 known as Phase II of the Charter School Development Foundation located on the southwest corner of Lake Mead Boulevard and J Street

MINUTES – Continued:

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:04 – 3:05)

1-42

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**.

WITNESSETH:

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**.

...
...

A.P.N. 139-21-702-002

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 2-6-03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, 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

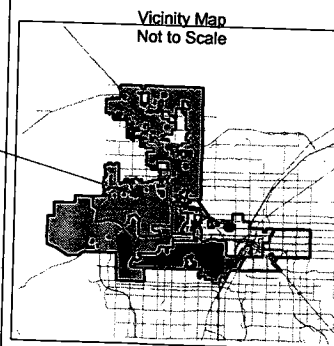
FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY



Site Map

-  Parcels
-  Building Footprints
-  City of Las Vegas
-  Street Centerline



Real Estate & Asset Management



Date of Data: 2002/02/04

EXHIBIT "A"File: 412.015-FH
Job#: 412.015By: JEF
Ckd: MGS**EXPLANATION:**

This legal describes a Las Vegas Valley Water District Fire Hydrant easement generally located 900 feet east of the centerline intersection of Lake Mead Boulevard and Martin Luther King Boulevard adjacent to the south right of way. This description is prepared as a convenience only and is not intended for the purpose of subdividing land not in conformance with Nevada Revised Statutes.

LEGAL DESCRIPTION

Being a portion of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more described as follows:

Commencing at the Center Quarter Corner (C ¼) of said Section 21, said point also being the centerline intersection of Lake Mead Boulevard and Martin Luther King Boulevard; thence along the north line of the Southeast Quarter (SE ¼) of said section 21, said line also being the centerline of Lake Mead Boulevard, South 89°20'08" East, 897.53 feet; thence departing said centerline, South 00°39'52" West, 50.00 feet to the south right of way of said Lake Mead Boulevard and being the **Point of Beginning**; thence along said right of way South 89°20'08" East, 6.00 feet; thence departing said right of way South 00°39'52" West, 6.00 feet; thence North 89°20'08" West, 6.00 feet; thence North 00°39'52" East, 6.00 feet to the said south right of way and the **Point of Beginning**.

Containing 36 square feet, more or less.

End of legal description.

John E. Forsman, PLS
Professional Land Surveyor
Nevada Certificate No. 10053

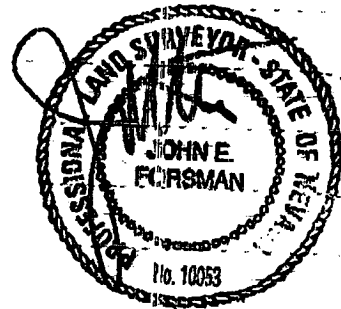


EXHIBIT 'A'
LVVWD 6" X 6" FIRE HYDRANT EASEMENT

C 1/4
21

P.O.C. **LAKE MEAD BLVD**

S89°20'08"E 697.53'

MARTIN LUTHER KING BLVD.

S00°30'13"W

RIGHT OF WAY

P.O.B.

S00°39'52"W
50.00'



36 Sq. Ft.

APN: 139-21-702-002
 City of Las Vegas
 Book: 20000725
 Instr: 00242



SCALE 1" = 30'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°20'08"E	6.00'
L2	S00°39'52"W	6.00'
L3	N89°20'08"W	6.00'
L4	N00°39'52"E	6.00'

HORIZON SURVEYS

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 10 EAST, M.D.M.

EXHIBIT 'A' TO ACCOMPANY

SCALE 1" = 30'
 JOB NO. 412.015

EXHIBIT "A"

File: 412.015-LVWWD
Job#: 412.015
December 11, 2002
By: JEF
Ckd: MGS

EXPLANATION:

This legal describes a Las Vegas Valley Water District DCDA easement generally located 800 feet east of the centerline intersection of Lake Mead Boulevard and Martin Luther King Boulevard adjacent to the south right of way. This description is prepared as a convenience only and is not intended for the purpose of subdividing land not in conformance with Nevada Revised Statutes.

LEGAL DESCRIPTION

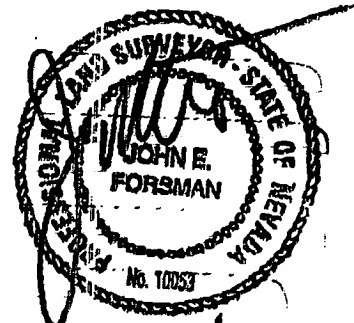
Being a portion of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more described as follows:

Commencing at the Center Quarter Corner (C ¼) of said Section 21, said point also being the centerline intersection of Lake Mead Boulevard and Martin Luther King Boulevard; thence along the north line of the Southeast Quarter (SE ¼) of said section 21, said line also being the centerline of Lake Mead Boulevard, South 89°20'08" East, 834.72 feet; thence departing said centerline, South 00°39'52" West, 50.00 feet to the south right of way of said Lake Mead Boulevard and being the Point of Beginning; thence along said right of way South 89°20'08" East, 15.00 feet; thence departing said right of way South 00°39'52" West, 10.00 feet; thence North 89°20'08" West, 15.00 feet; thence North 00°39'52" East, 10.00 feet to the said south right of way and the Point of Beginning.

Containing 150 square feet, more or less.

End of legal description.

John E. Foreman, PLS
Professional Land Surveyor
Nevada Certificate No. 10053



12/11/02
Exp. 6/30/03

AACPA

EXHIBIT 'A'

0221.00

PH-7

LVVWD 10' X 15' DCDA EASEMENT

C 1/4
21

P.O.C.

LAKE MEAD BLVD

S89°20'08"E 834.72'

S00°39'52"W
50.00'

50.00'

P.O.B.

RIGHT OF WAY

L4 L2

L3

150 Sq. Ft.

APN: 139-21-702-002

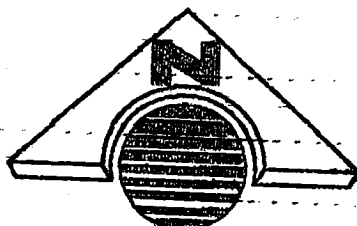
City of Las Vegas

Book: 20000725

Instr: 00242

MARTIN LUTHER KING BLVD.

S00°30'13"W



SCALE: 1" = 40'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°20'08"E	15.00'
L2	S00°39'52"W	10.00'
L3	N89°20'08"W	15.00'
L4	N00°39'52"E	10.00'

FAX

Original Document
will "NOT" be sent.

TRANSMITTAL

Attention: JOE P.Pages: 4 Date: 2-14-03Sent By: XXX

CivilWorks Inc.

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MDM.

HORIZON SURVEYS

1811 GOVINGTON CROSS DRIVE, SUITE 104

LAS VEGAS, NEVADA 89144

PHONE (702) 228-6086

FAX (702) 228-0877

WWW.HORIZONSURVEYS.COM



EXHIBIT 'A' TO ACCOMPANY

DCDA EASEMENT LEGAL DESCRIPTION

CIVILWORKS

SCALE 1" = 40'

JOB NO: 412.015

DWR: 412.015 LVVWD

DRAWN BY: JEF

DATE: 02/11/03

SHEET 1 OF 1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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 Interlocal Agreement #108923 with the Las Vegas Valley Water District (LVVWD) for water service at Ed Fountain Park located near the southwest corner of Vegas Drive and Decatur Boulevard (\$343,878 - Capital Improvement Project) - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount: \$343,878

Budget Funds Available

Dept./Division: PW/Engineering Integration

Augmentation Required

Funding Source: Capital Improvement Project

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District 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 and the required fees paid.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement #108923
2. Site Map

COMMITTEE RECOMMENDATION:

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

NOTE: COUNCILMAN MACK disclosed that his brother, STEVEN MACK, owns a building on the west side of Vegas Drive, but that he will be voting inasmuch as these items will have no impact on that business and he has not discussed the matter with his brother.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 18, 2003

Public Works

Item 3 – Discussion and possible action regarding a Interlocal Agreement #108923 with the Las Vegas Valley Water District (LVVWD) for water service at Ed Fountain Park located near the southwest corner of Vegas Drive and Decatur Boulevard

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate and Asset Management, indicated that this is the interlocal agreement required for the construction of water facilities for the Ed Fountain Park. Related Item 4 involves the easement rights-of-way that is also required for those water facilities. Staff recommends approval of both Items 3 and 4.

TOM McGOWAN, Las Vegas resident, urged that the items be passed.

TODD FARLOW, 240 North 19th Street, confirmed with COUNCILMAN MACK that Ed Fountain Park has been built and questioned whether grass will be planted given the current drought situation. COUNCILMAN MACK indicated that the park does have a lot of grass.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:05 – 3:08)

1-71

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
ED FOUNTAIN NEIGHBORHOOD PARK**

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 south side of Vegas Drive, east of Decatur Boulevard, further described as Clark County Assessor's Parcel Number(s) 139-30-101-004, and has submitted plans for the development of a park, 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 park 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 park, located on the south side of Vegas Drive, east of Decatur Boulevard. 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 – ED FOUNTAIN NEIGHBORHOOD PARK
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 the 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.
- T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

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.
- C. If required as a condition of the DISTRICT'S Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

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 this agreement may be recorded by the District as an "Official Record" in the office of the Recorder for Clark County, Nevada.
- L. 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 1-30-03

City Attorney - DEPUTY

ATTEST:

BARBARA JO RONEMUS, City Clerk

ATTEST:

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

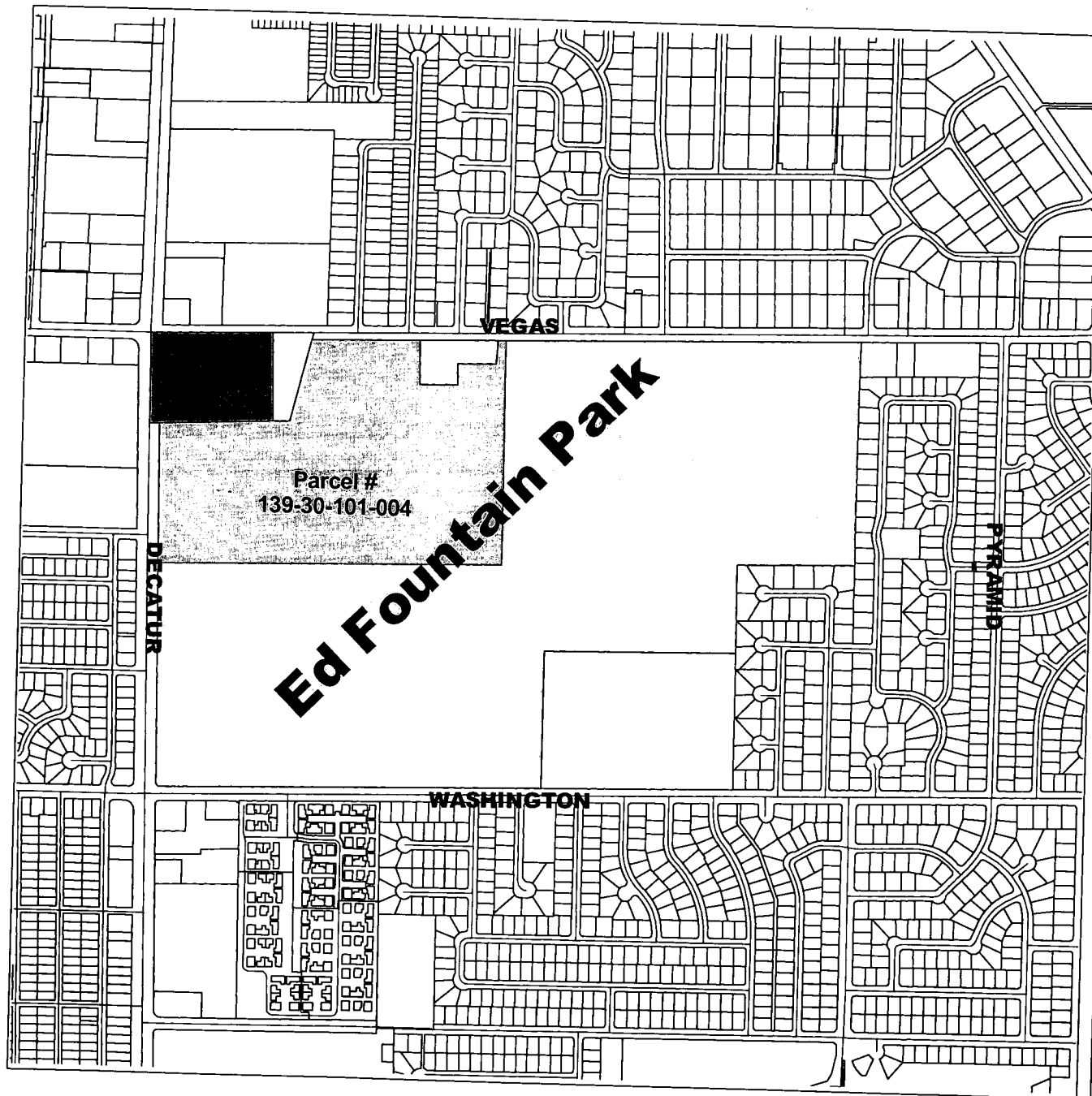
CITY OF LAS VEGAS

BY: _____
OSCAR B. GOODMAN, Mayor

LAS VEGAS VALLEY WATER DISTRICT

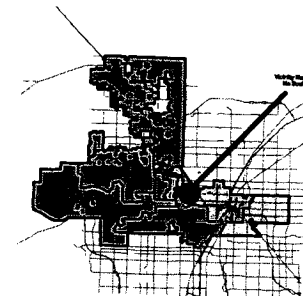
BY: _____
MYRNA WILLIAMS, President
Board of Directors

When recorded return to:
Las Vegas Valley Water District
Attn: Development Services Office
1001 S. Valley View Blvd., M/S #640
Las Vegas, NV 89153



Site Map

- Apn 139-30-101-004.shp
- Street Centerline
- City of Las Vegas
- USA
- Parcels



Real Estate & Asset Management



Date of Data: 2002/02/03

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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 550 square foot Easement to LVVWD to service a portion of Parcel Number 139-30-101-004 known as Ed Fountain Park located near the southeast corner of Vegas Drive and Decatur Boulevard - Ward 5 (Weekly)

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 renovation of Ed Fountain Park. In order to have water service for the renovated park 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 4 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

NOTE: COUNCILMAN MACK disclosed that his brother, STEVEN MACK, owns a building on the west side of Vegas Drive, but that he will be voting inasmuch as these items will have no impact on that business and he has not discussed the matter with his brother.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 18, 2003

Public Works

Item 4 – 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 550 square foot Easement to LVVWD to service a portion of Parcel Number 139-30-101-004 known as Ed Fountain Park located near the southeast corner of Vegas Drive and Decatur Boulevard

MINUTES – Continued:

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

See Item 3 for related discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:05 – 3:08)

1-71

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**.

WITNESSETH:

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**.

...

...

A.P.N. 139-30-101-004

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 1-30-03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, 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 heexecuted the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

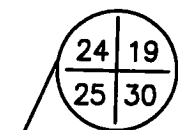
Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

"EXHBIT A"

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4)
OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

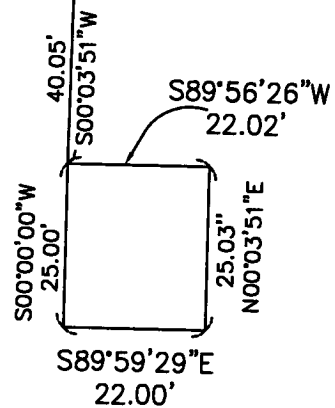


VEGAS DRIVE

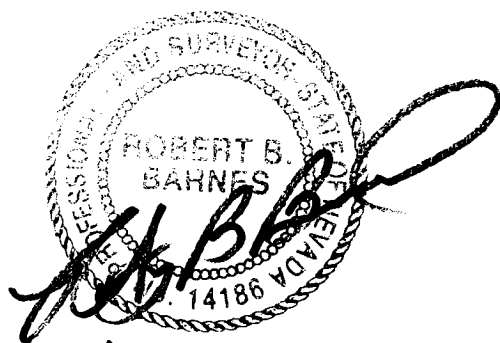
S89°56'09"E

1501.87'

BASIS OF BEARING



N.T.S.



1/28/03

DATE

ROBERT B. BARNES
PREPARED FOR AND ON BEHALF
OF AMEC INFRASTRUCTURE

JOB NO: 02-2002-022

OWNER:

A PORTION OF APN NO: 139-30-101-004

AMEC Infrastructure, Inc.

4670 SO. FORT APACHE ROAD, SUITE 180
LAS VEGAS, NEVADA 89147
PHONE (702) 948-9300
FAX (702) 948-9399

amec

LAS VEGAS VALLEY WATER DISTRICT EASEMENT
SUBJECT: 550.55 SQUARE FEET MORE OR LESS

DATE: 1-28-03

DRAWN BY: RBB

SHT 2 OF 2

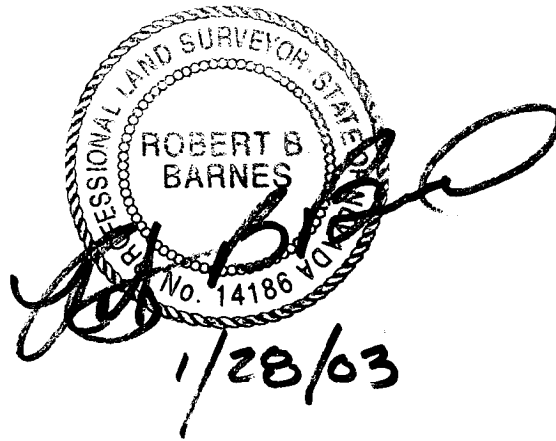
BASIS OF BEARING
BEING THE NORTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. COUNTY
WHICH BEARS S89°56'09"E, AS SHOWN PER RECORD OF SURVEY FILE
18 PAGE 6.

LEGAL DESCRIPTION (LAS VEGAS VALLEY WATER DISTRICT EASEMENT)

BEING A PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST (NW) SECTION CORNER OF SECTION 30,
THENCE ALONG THE NORTH LINE OF SAID SECTION 30, S89°56'09"E, ALSO
BEING THE CENTER LINE OF VEGAS DRIVE, 1501.87 FEET, THENCE LEAVING
SAID CENTER LINE S00°03'51"W, 40.05 FEET TO THE POINT OF BEGINNING,
THENCE S00°00'00"W, 25.00 FEET, THENCE S89°59'29"E, 22.00 FEET, THENCE
N00°03'51"E, 25.03 FEET, THENCE S89°56'26"W, 22.02 TO THE POINT OF
BEGINNING.

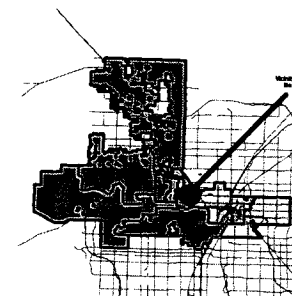
SAID PARCEL CONTAINING 550.55 S.F. MORE OR LESS





Site Map

- Apn 139-30-101-004.shp
- Street Centerline
- City of Las Vegas
- USA
- Parcels



Real Estate & Asset Management



Date of Data: 2002/02/03

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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 an Easement to LVVWD to service City-leased property from the Bureau of Land Management (BLM) known as Parcel Number 125-07-501-002 located on Iron Mountain Road in between Fort Apache Road and Tee Pee Lane in support of Clark County School District's (CCSD) Bilbray Elementary School - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

CCSD is in the process of going out to bid for the construction of Bilbray Elementary School. In order to have water service to the CCSD school site, CCSD has requested that the City grant an Easement and Rights-of-Way to LVVWD to service CCSD's site and the water lines. The water line will run across City leased land and will eventually serve a future City park at this site.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
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 this is land the City has under a lease. Under another agreement, the land would go to the Clark County School District (CCSD) to build a school and CCSD has requested the City grant this easement to the Water District so that they may obtain water service. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 18, 2003

Public Works

Item 5 – 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 an Easement to LVVWD to service City-leased property from the Bureau of Land Management (BLM) known as Parcel Number 125-07-501-002 located on Iron Mountain Road in between Fort Apache Road and Tee Pee Lane in support of Clark County School District's (CCSD) Bilbray Elementary School

MINUTES – Continued:

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:08 – 3:09)

1-141

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**.

WITNESSETH:

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**.

...

...

A.P.N. 125-07-501-002

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 1-31-03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, 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



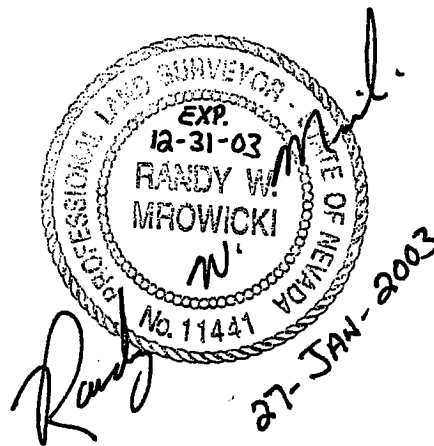
G. C. WALLACE, INC.
Engineers / Planners / Surveyors

EXPLANATION: THIS LEGAL DESCRIBES A PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT IN SUPPORT OF THE "BILBRAY ELEMENTARY SCHOOL" PROJECT.

LEGAL DESCRIPTION

THE SOUTH 30.00 FEET OF THE NORTH 40.00 FEET OF GOVERNMENT LOT 5 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

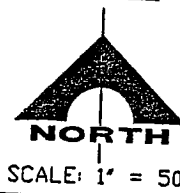
TOGETHER WITH THE SOUTH 30.00 FEET OF THE NORTH 40.00 FEET OF THE EAST 20.00 FEET OF GOVERNMENT LOT 6 OF SAID SECTION 7.



R:\051\619\287\LEGALS\lvwdEsmt1.doc
January 27, 2003 By: Sri Ckd. By: SS

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296

LAS VEGAS VALLEY WATER DISTRICT
 EASEMENT IN SUPPORT OF THE
 "BILBRAY ELEMENTARY SCHOOL" PROJECT

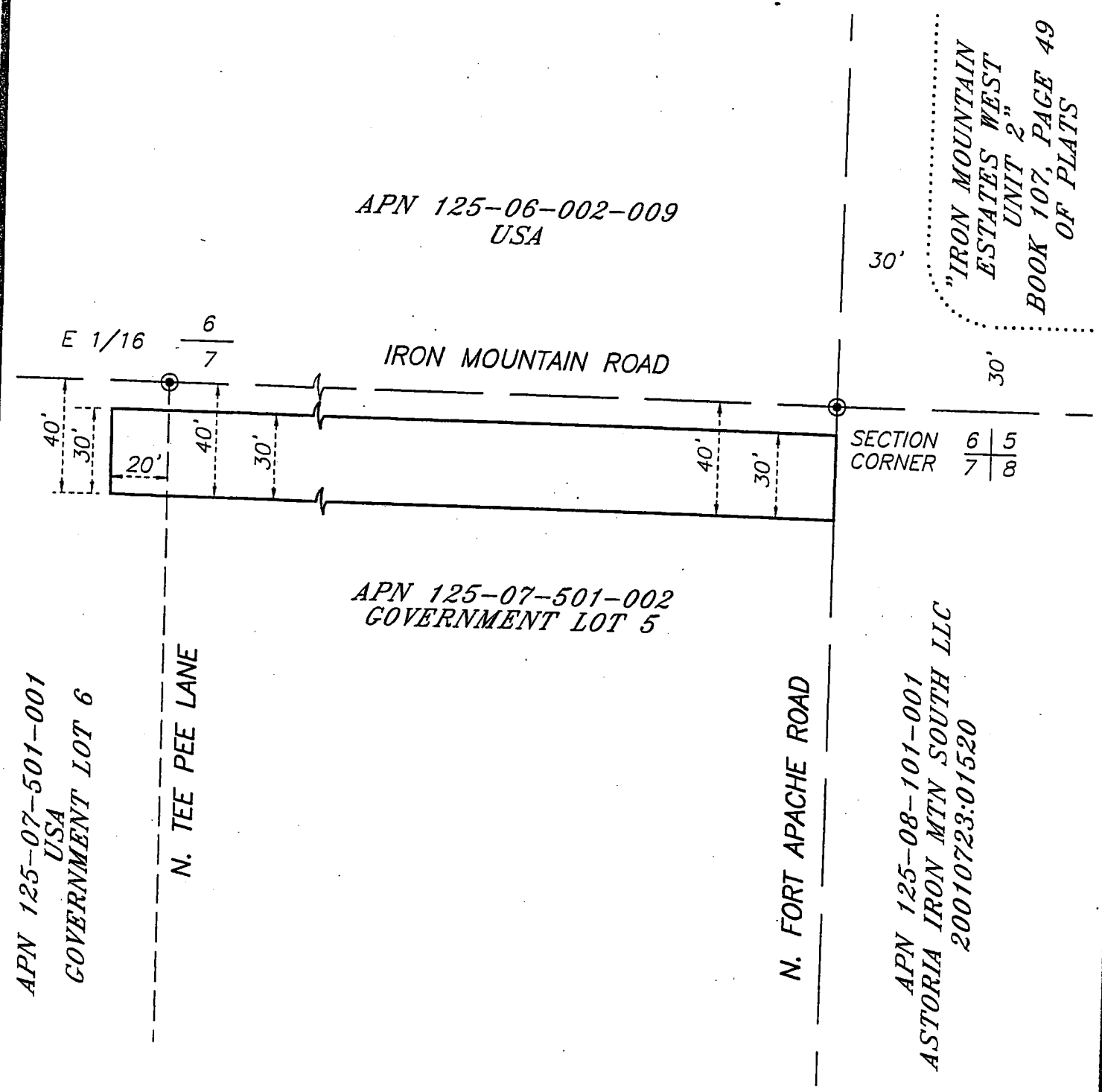


G.C. WALLACE, INC.
 Engineers/Planners/Surveyors
 1555 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89146

PROJECT NO.: 619.287
 FILE: LvvwdEsmt1.dwg
 DATE: January 27, 2003

CALC. BY: HL
 DRAWN BY: SH
 CHECKED BY: SS

LYING WITHIN GOVERNMENT LOT 5 AND GOVERNMENT LOT 6 OF SECTION 07, TOWNSHIP
 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA





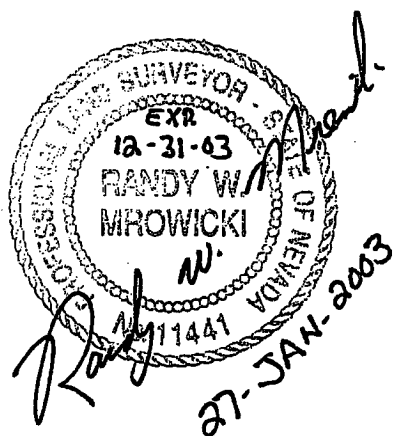
G. C. WALLACE, INC.
Engineers / Planners / Surveyors

EXPLANATION: THIS LEGAL DESCRIBES A PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT IN SUPPORT OF THE "BILBRAY ELEMENTARY SCHOOL" PROJECT.

LEGAL DESCRIPTION

THE SOUTH 30.00 FEET OF GOVERNMENT LOT 5 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

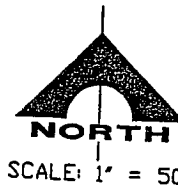
TOGETHER WITH THE SOUTH 30.00 FEET OF THE EAST 40.00 FEET OF GOVERNMENT LOT 6 OF SAID SECTION 7.



R:\0511619\287\LEGALS\lvwdEsmt2.doc
January 27, 2003 By: Sri Ckd. By: SS

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296

LAS VEGAS VALLEY WATER DISTRICT
EASEMENT IN SUPPORT OF THE
"BILBRAY ELEMENTARY SCHOOL" PROJECT

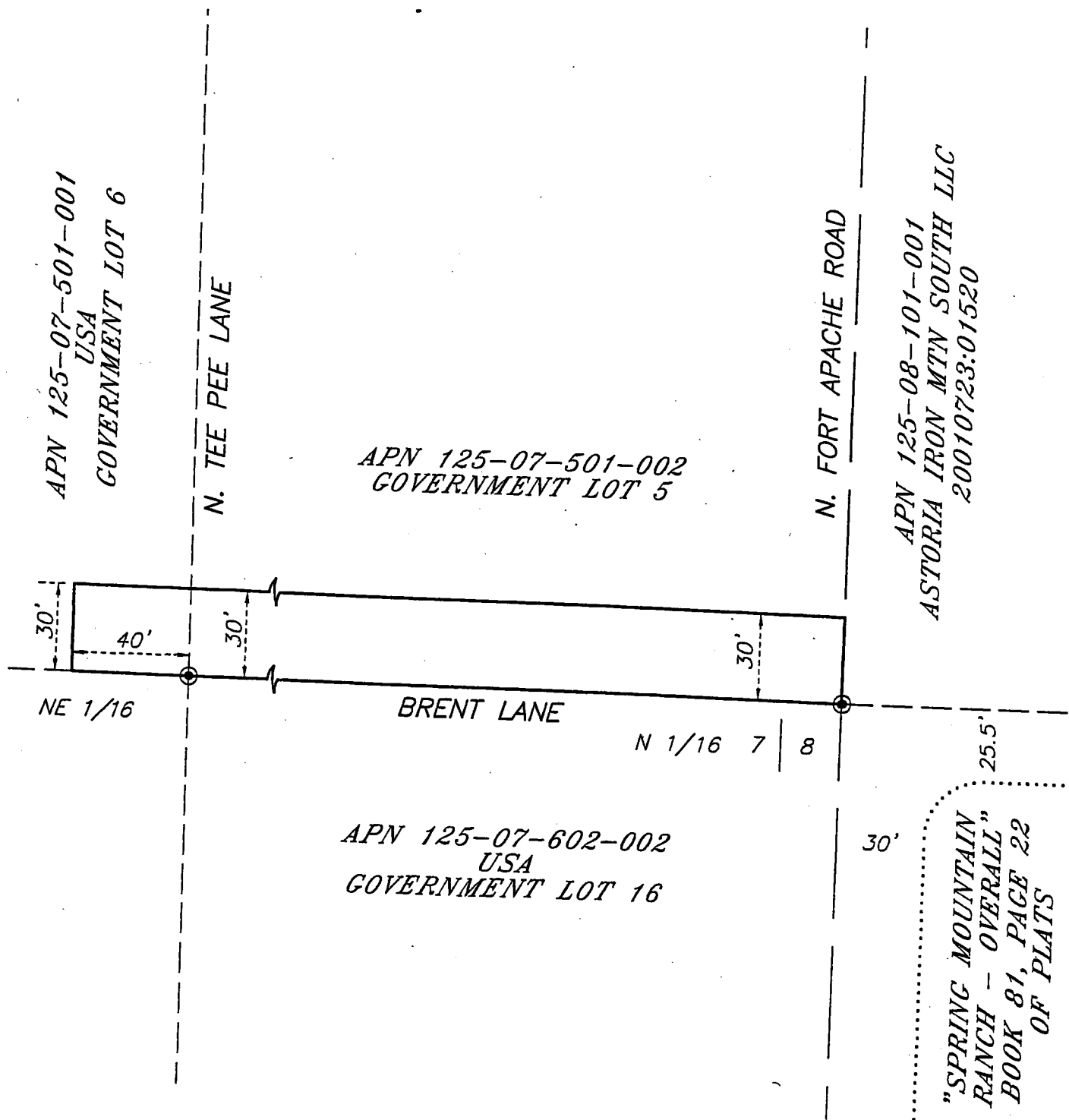


G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89146

PROJECT NO.: 619.287
FILE: LvvdEsmt2.dwg
DATE: January 27, 2003

CALC. BY: HL
DRAWN BY: Srt
CHECKED BY: SS

LYING WITHIN GOVERNMENT LOT 5 AND GOVERNMENT LOT 6 OF SECTION 07, TOWNSHIP
19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



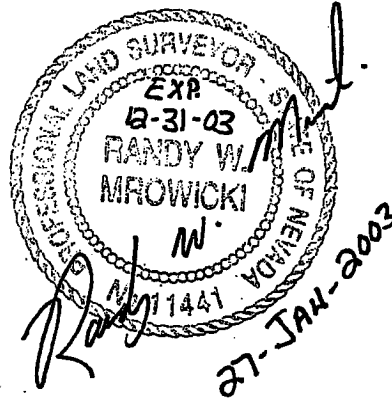


G. C. WALLACE, INC.
Engineers / Planners / Surveyors

EXPLANATION: THIS LEGAL DESCRIBES A PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT IN SUPPORT OF THE "BILBRAY ELEMENTARY SCHOOL" PROJECT.

LEGAL DESCRIPTION

THE EAST 70.00 FEET OF GOVERNMENT LOT 5 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



R:\051\619\287\LEGAL\SLVvwdEsmt3.doc
January 27, 2003 By: Srl Ckd. By: SS

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296

LAS VEGAS VALLEY WATER DISTRICT
EASEMENT IN SUPPORT OF THE
"BILBRAY ELEMENTARY SCHOOL" PROJECT



SCALE: 1" = 50'



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89146

PROJECT NO.: 619.287
FILE: LvvdEsmt3.dwg
DATE: January 27, 2003

CALC. BY: HL
DRAWN BY: Srl
CHECKED BY: SS

LYING WITHIN GOVERNMENT LOT 5 OF SECTION 07, TOWNSHIP 19 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

APN 125-06-002-009
USA

"IRON MOUNTAIN ESTATES
WEST - UNIT 2"
BOOK 107, PAGE 49
OF PLATS

IRON MOUNTAIN ROAD

SECTION 6 | 5
CORNER 7 | 8

APN 125-07-501-002
GOVERNMENT LOT 5

APN 125-08-101-001
ASTORIA IRON MTN SOUTH
20010723:01520

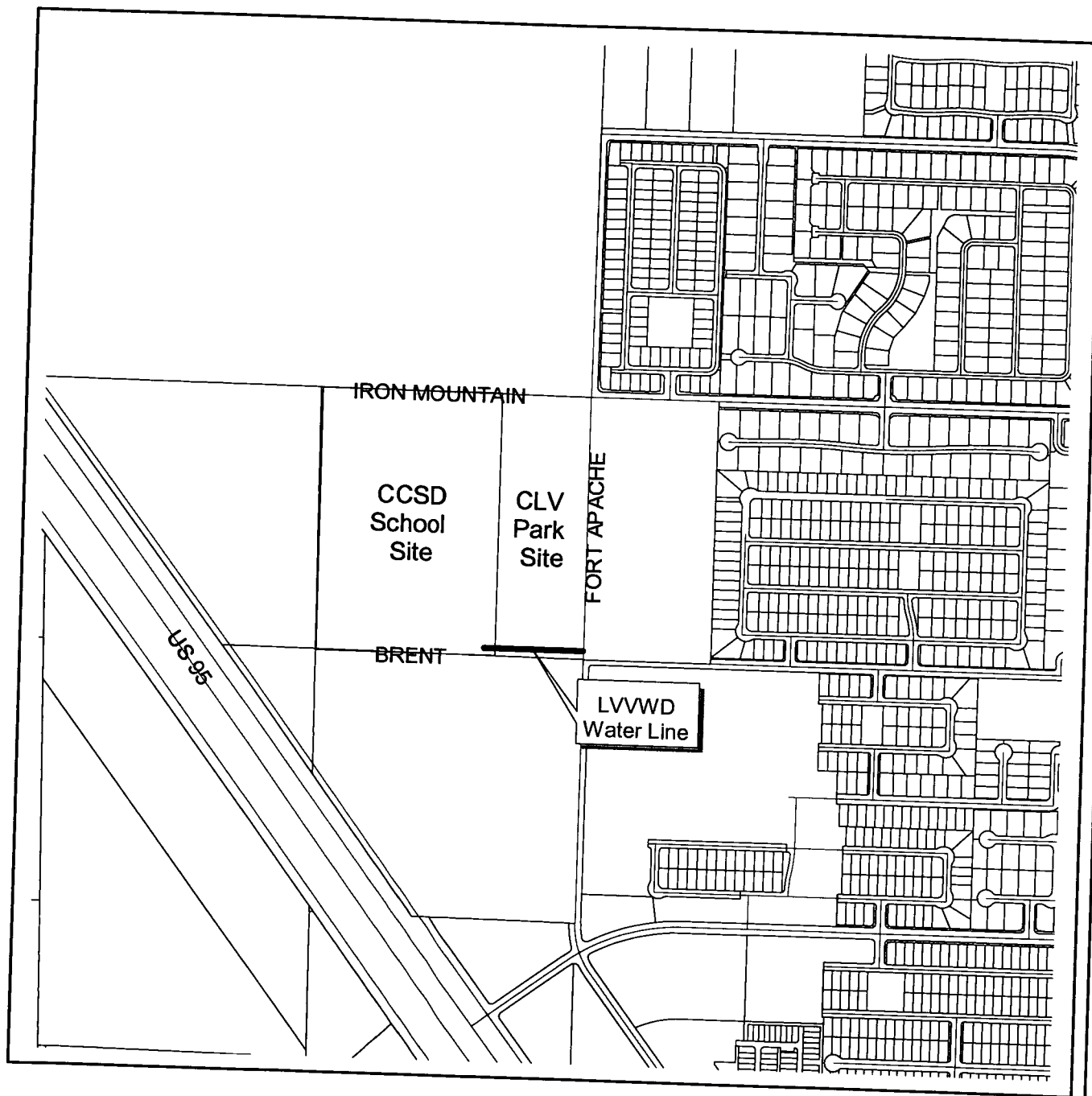
N. FORT APACHE ROAD

N 1/16 7 | 8

BRENT LANE

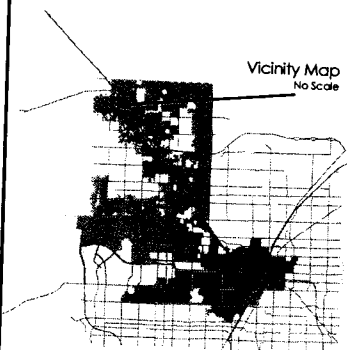
APN 125-07-602-002
USA
GOVERNMENT LOT 16

"SPRING MOUNTAIN
RANCH - OVERALL"
BOOK 81, PAGE 22
OF PLATS



Site Map

 Street Centerline
 Parcels



Real Estate & Asset Management



Date of Data: 2003/02/05

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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 Clark County Water Reclamation District (District) to acquire an Easement and/or to purchase vacant land located at the northeast corner of Parcel #161-10-701-001 - County (near Ward 3 - Reese)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The sq. footage referenced in the CLV owned parcel represents a 40' x 40' portion of the 6.57 acres contained within the parcel. The District desires to purchase or have CLV grant an Easement for this area. This parcel is located near the CLV's Water Pollution Control Facility. Staff received an unsolicited letter of proposal from the District on 2/3/03 expressing the District's desire to use the land to promote a future public wastewater lift station to provide for the District's customer needs and to promote the orderly growth of development located west of the LV Wash.

RECOMMENDATION:

Staff recommends approval to enter into negotiations

BACKUP DOCUMENTATION:

1. 2/3/03 Letter from Clark County Water Reclamation District
2. Site Map

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.

DAVID ROARK, Manager of Real Estate and Asset Management, advised that the City was approached by the Clark County Reclamation District, previously known as the Sanitation District, to purchase a small piece of property for a pump station near the Wastewater Treatment Plant located in the County. Staff is seeking authorization to negotiate the purchase and recommends approval of this item.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 18, 2003

Public Works

Item 6 – Discussion and possible action authorizing staff to enter into negotiations with Clark County Water Reclamation District (District) to acquire an Easement and/or to purchase vacant land located at the northeast corner of Parcel #161-10-701-001

MINUTES – Continued:

TOM McGOWAN, Las Vegas resident, questioned the exact purpose of the acquisition. MR. ROARK repeated that it is for a pump station.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:09 – 3:10)

1-173



Clark County Water Reclamation District

Mission Statement: To collect, treat and reclaim wastewater.

BOARD OF TRUSTEES

February 3, 2003

Chip Maxfield
Chair

Yvonne Atkinson Gates
Vice Chair

Mark James

Mary Kincaid-Chauncey

Rory Reid

Myrna Williams

Bruce Woodbury

Peter M. Archuleta
Director

Mr. David Roark
Manager, Real Estate & Asset Management, Public Works
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

RE: REQUEST TO ACQUIRE WASTEWATER LIFT STATION SITE FROM THE CITY OF LAS VEGAS ON APN 161-10-701-001, VEGAS VALLEY DRIVE WEST OF LAS VEGAS WASH

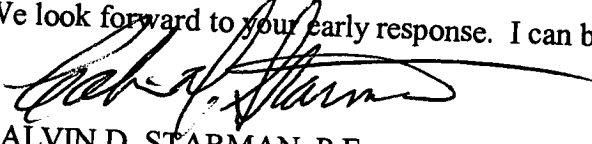
The Clark County Water Reclamation District (CCWRD) proposes to acquire an easement or purchase a 40' x 40' (1600 square feet) site at the northeast corner of the above property owned by the City of Las Vegas for a future public wastewater lift station to provide for the District's customer needs and promote the orderly growth of development within the unincorporated County that is west of Las Vegas Wash.

We anticipate that a proposed lift station constructed at the site would be mostly underground and should not interfere with the City's proposed plans for use of the remainder of the property for future public purposes.

We request that the City enter into negotiations with the District to determine the terms and conditions. The first potential developer that could use a lift station constructed at this site plans to build a subdivision on Vegas Valley Drive and could open models as early as August 2003.

An enclosed figure shows a preliminary layout of how the lift station facilities could be arranged and still provide the potential for access around future structures on the remaining City of Las Vegas parcel if so desired.

We look forward to your early response. I can be reached at 434-6636.


CALVIN D. STARMAN, P.E.
Collection System Engineering Supervisor

CDS:mk

Enclosure

cc: Wayne Fisher, CCWRD
Punda Pai, CCWRD
David Mendenhall, CLV Plant Operations Supervisor
Terry Adams, Lochsa Engineering
Dan Hale, Pardee Homes
Developer File/The Quarry

2003 FEB - 3 P 1: 35

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

APN 161-10-601-001

VEGAS VALLEY DR

TREE LINE DR

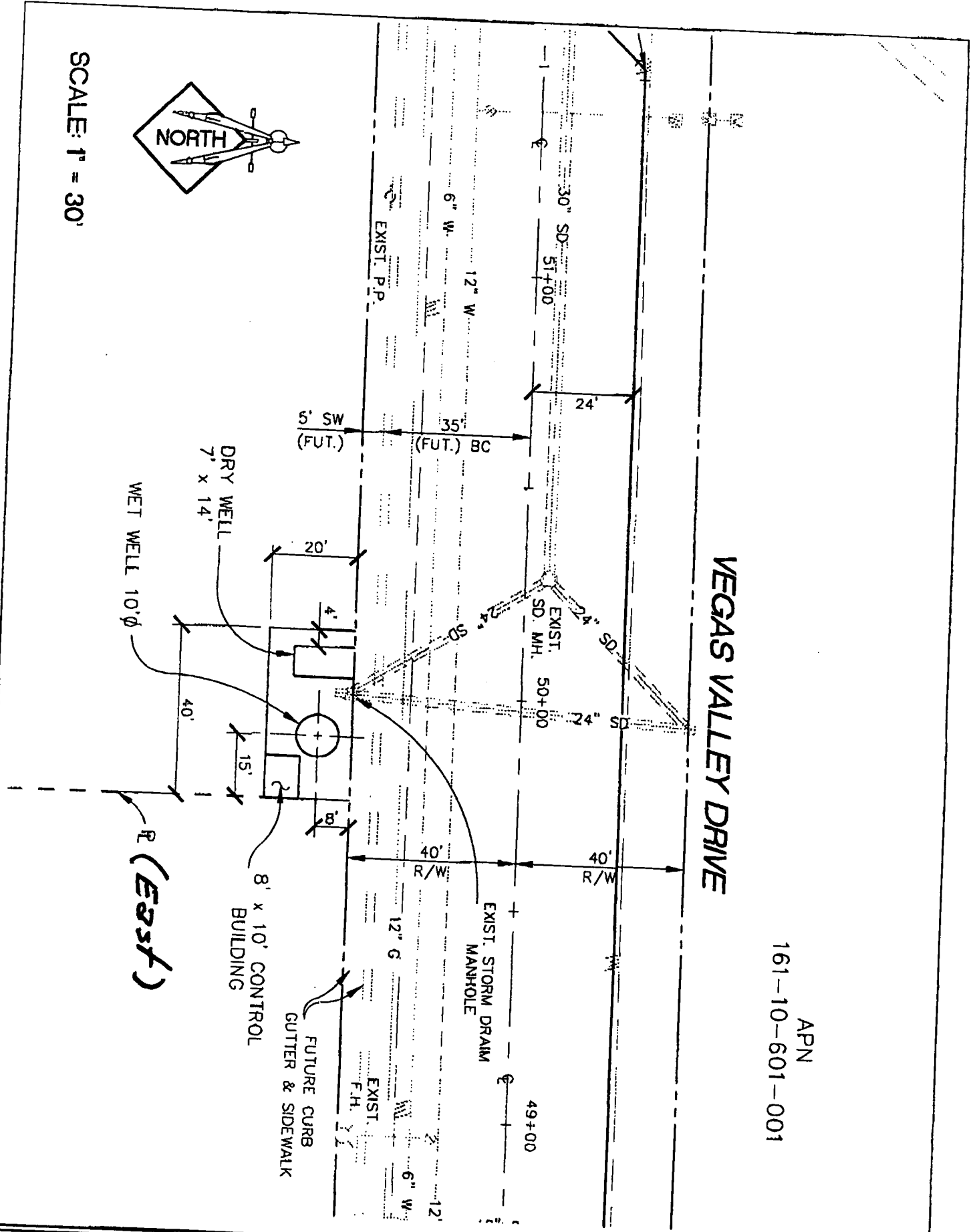
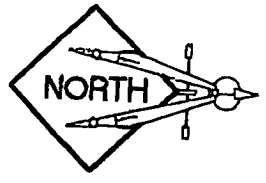
CITY OF LAS VEGAS
APN 161-10-701-001

LAS VEGAS WASH

PROPOSED LIFT STATION SITE

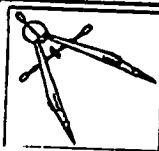
CITY OF LAS VEGAS
WATER POLLUTION
CONTROL FACILITY

SCALE: 1" = 30'



VEGAS VALLEY DRIVE

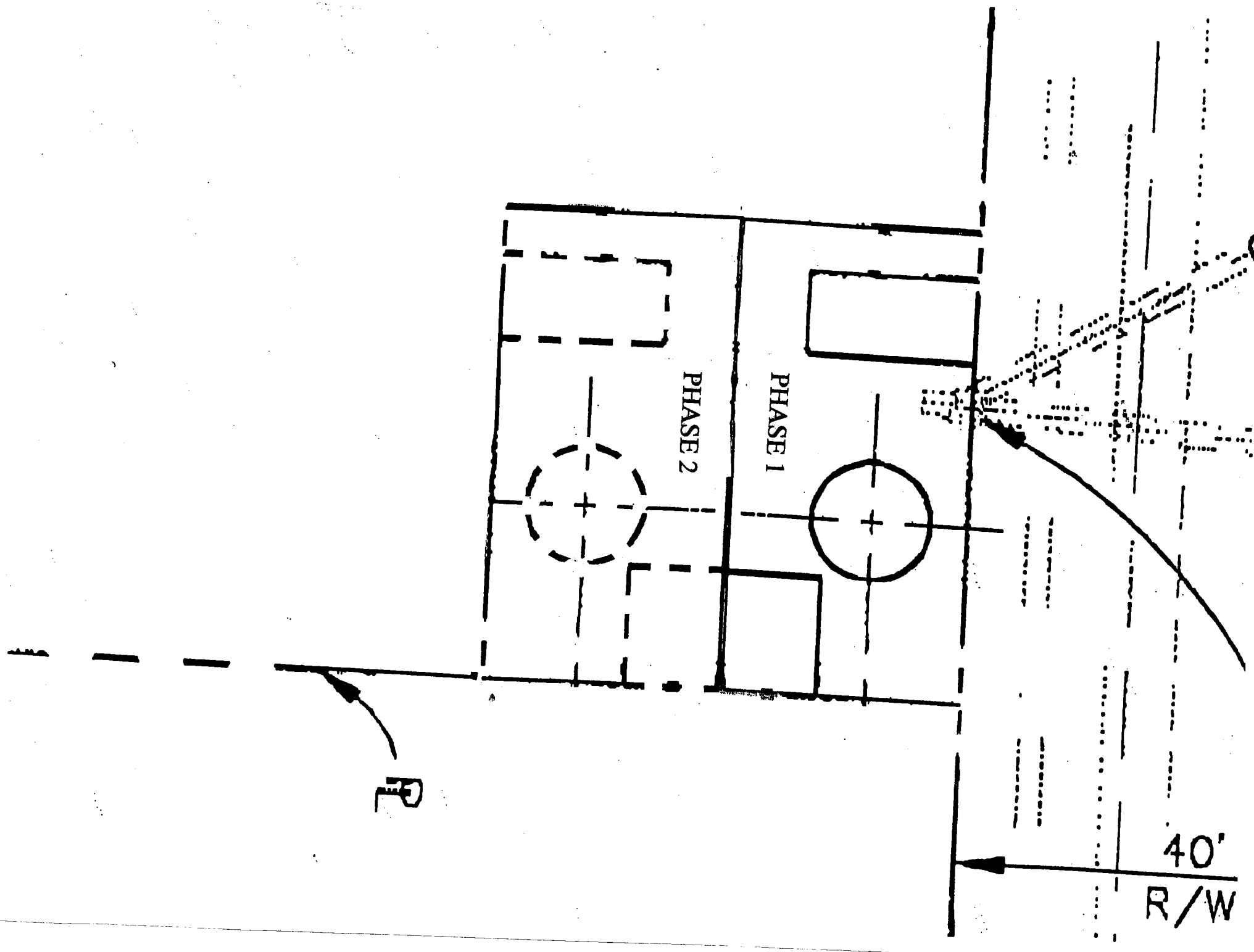
APN
161-10-601-001



LOCHSA ENGINEERING
 5628 Spring Mountain Rd.
 Suite 308
 Las Vegas, Nevada, 89102
 Phone (702) 343-8315
 Fax (702) 343-8315

**PARDEE HOMES
 THE QUARRY
 SEWER LIFT STATION EXB.**

02/03/2003

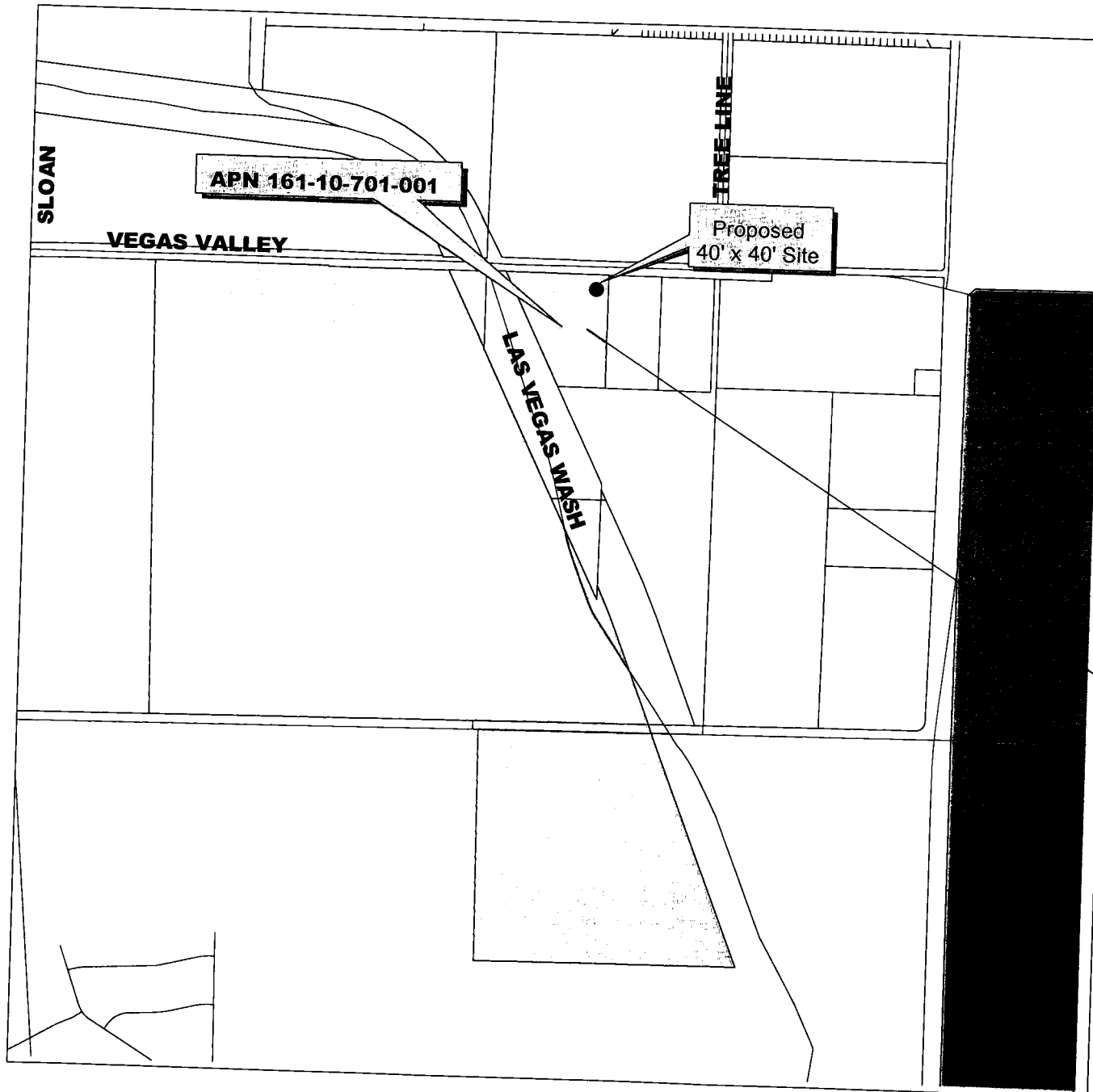


PHASE 2

PHASE 1

40'
R/W

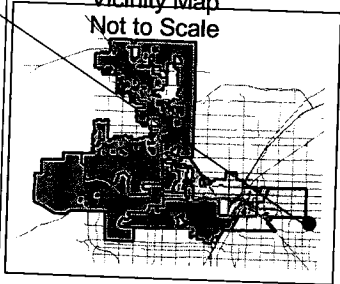
R



Site Map

-  Street Centerline
-  Parcels
-  City of Las Vegas
-  USA

Vicinity Map
Not to Scale



Real Estate & Asset Management



Date of Data: 2002/11/19

TM/ RE CTTEE Mtg. [3P Tues. 18 Feb. '03 (8th Flr)] (cu. m. macck):-

citiz. partic

.. < (1 min.) > ..

* TOM MCGOWAN. LAS VEGAS RESIDENT AND CANDIDATE FOR ELECTION TO THE OFFICE OF MAYOR OF THE CITY OF LAS VEGAS, NEVADA.

① IN THE THREE (3) BUSINESS DAYS REMAINING BEFORE MON. 24 FEBRUARY '03, THERE IS STILL TIME FOR ELECTED AND APPOINTED OFFICIALS OF REASONABLE JUDGEMENT AND RESPONSIBLE CONSCIENCE TO SERIOUSLY CONSIDER THE IMPLEMENTATION OF A VIABLE ALTERNATIVE TO THE ORDER OF EVICTION OF THE RESIDENTS OF THE 'GOD IN THE MINISTRY' TRANSITIONAL LIVING FACILITY ON HASSELL AVE. IN WARD 5.

② THE SAME RECOMMENDATION APPLIES TO ALL MEMBERS OF THE DEPARTMENTAL INFRASTRUCTURE WHO, BY THEIR ACTS OR OMISSIONS, OBTAIN AS DE FACTO ACCOMPLICES TO THE UNREASONABLE ACTS OR OMISSIONS OF THEIR ELECTED OR APPOINTED SUPERIORS.

③ BEAR IN MIND, THAT THE SAME EXTENT OF UNREASONABLE INJUSTICE IMPLICIT IN THE TERM '- "CLEAN SWEEP" AS APPLIED TO THE THREE (3) BLOCKS SEGMENT OF EAST FREEMONT ST. AND THE ONE (1) BLOCK SEGMENT OF HASSELL AVE. IN WARD 5, IS AS READILY APPLICABLE TO THE OCCUPANTS OF THE OFFICIAL PUBLIC PREMISES SITED AT 400 EAST STEWART AVENUE AND ELSEWHERE CITY-WIDE.

IN THAT REALIZATION, I RECOMMEND THAT EACH AND ALL OF YOU MAKE EVERY REASONABLE EFFORT TO ENSURE THAT BOTH REASON AND JUSTICE SHALL PREVAIL, PARTICULARLY SINCE: - 'THE OLD SILVER CLOCK THAT TICKS ON THE WALL', TICKS NOT JUST FOR 'SOME', BUT FOR ALL, RESPECTIVELY AND INCLUSIVELY.

THANK YOU. / ~

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 18, 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:

ANTHONY MOSLEY, 5904 Jerry Drive, spoke about the men's facility of the God In Me Ministry. This is a non-profit, spiritual organization operating for 25 years, 14 years at the existing location. In 25 years of successful operation, the organization has an unblemished record. The services are used by churches, pastors, the Las Vegas Metropolitan Police Department (Metro) and area hospitals. A rift built with two neighbors that has since been resolved and the neighbors will abide by whatever decision is made by the City Council. He urged the City Council reverse the pending eviction, which would put 70 men on the streets. COUNCILMAN WEEKLY is the only Council member to visit the facility.

TODD FARLOW, 240 North 19th Street, agreed that a hold should be put on the eviction pending further investigation.

JEFFERSON LEE, City Council candidate for Ward 5, 515 Fremont Street, stated that he visited the facility and was very impressed with the cleanliness and behavior he witnessed at the facility. This is a very shaky neighborhood. The illegal business next door should be evicted.

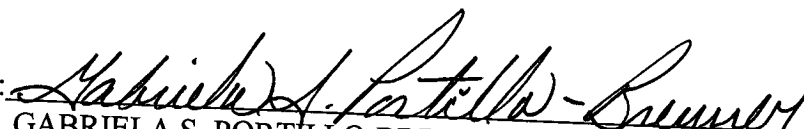
TOM McGOWAN, Las Vegas resident and mayoral candidate, submitted written comments which called for reasonable, conscientious officials to consider an alternative to eviction of the God In Me Ministry. The same recommendation applies to the departmental structure of the City.

(3:10 - 3:17)

1-221

THE MEETING ADJOURNED AT 3:17 P.M.

Respectfully submitted:


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