City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART
8TH FLOOR CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: **http://www.ci.las-vegas.nv.us**
MONDAY, OCTOBER 18, 1999
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN REESE AND M McDONALD

CALL TO ORDER.

ANNOUNCEMENT RE. COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of September 27, 1999.

NEW BUSINESS·

1 Discussion and possible action to approve a First Amendment to the Lease Agreement between the City of Las Vegas and Floor It in the Incubator Program at the Las Vegas Business Center

2 Discussion and possible action to approve a First Amendment to the Lease Agreement between the City of Las Vegas and Daryl Newsom's Clinical Hypnosis Therapy in the Incubator Program at the Las Vegas Business Center

3 Discussion and possible action to approve a Second Amendment to the Lease Agreement between the City of Las Vegas and Nevada Association of Fashion Design in the Incubator Program at the Las Vegas Business Center

4 Discussion and possible action to approve a Second Amendment to the Lease Agreement between the City of Las Vegas and TLC Home Health Care at the Las Vegas Business Center reducing the rent by $12,353 25

5. Discussion and possible action to approve a Lease Agreement between the City of Las Vegas and Trinity Custom Graphics in the Incubator Program at the Las Vegas Business Center

6 Discussion and possible action for the City of Las Vegas to accept the offer from Nevada Department of Transportation (NDOT) to purchase the City's Charleston Heights Neighborhood Preservation Park in accommodation of the planned US95 widening project ($3,670,000 00/Nevada Department of Transportation)

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.

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

Downtown Transportation Center, City Clerk's Board
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

50✓

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **12th** day of **October, 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **A Real Estate Committee Meeting** to be held on the **18th** day of **October, 1999** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Eva Cotton

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

12th day of October, 1999

Vicky Darling
NOTARY PUBLIC in and for said County and State

VICKY DARLING
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires 6-22-2002
94-0088-1

AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **13th** day of **October, 1999**, at the hour of **8:00 a.m.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **18th** day of **October, 1999** at **3:00 p.m.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

ec 1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;

ec 2. In the Senior Citizens Center, 450 E. Bonanza Road;

ec 3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)

ec 4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office); and

ec 5. On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).

Eva Cotton
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 13th day of October, 1999

Vicky Darling
NOTARY PUBLIC in and for said County and State

VICKY DARLING
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires 5-22-2002
84-0058-1

ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
MONDAY, OCTOBER 18, 1999

CALL TO ORDER: Councilman Reese called the meeting to order at 3 01 p.m

ATTENDANCE:
Gary Reese, City Councilman
Lynette Boggs McDonald, City Councilwoman
Teri Ponticello, Deputy City Attorney
Peggy Proestos, Development Project Officer, Neighborhood Services
Steve Houchens, Deputy City Manager
John McNellis, Public Works

EXCUSED: Michael McDonald, City Councilman

MIINUTES:

The Minutes of the Regular meeting of September 27, 1999, were approved by reference.

(3 02)
1-9

1 DISCUSSION AND POSSIBLE ACTION TO APPROVE A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND FLOOR IT IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Peggy Proestos, Neighborhood Services, stated that this is an office move with no fiscal impact The Disclosure of Principals that was approved by City Council on October 6, 1999, will be added as part of this amendment, effective October 1, 1999

No one appeared to speak on the matter

There was no further discussion

Councilman Reese recommended that Item 1 be forwarded to the Full Council with a "Do Pass" recommendation.

(3 02 - 3·03)
1-32

2 DISCUSSION AND POSSIBLE ACTION TO APPROVE A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND DARYL NEWSOM'S CLINICAL HYPNOSIS THERAPY IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Peggy Proestos, Neighborhood Services, stated that this is an office move with a small fiscal impact as a result of an increase in rent from $500 to $600 per month. The Disclosure of Principals will be added as part of this amendment, effective October 1, 1999.

No one appeared to speak on the matter

There was no further discussion

Councilman Reese recommended that Item 2 be forwarded to the Full Council with a "Do Pass" recommendation.

(3.03 - 3 04)
1-57

3. DISCUSSION AND POSSIBLE ACTION TO APPROVE A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND NEVADA ASSOCIATION OF FASHION DESIGN IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Peggy Proestos, Neighborhood Services, noted that this office move has no fiscal impact. The Disclosure of Principals will be added as part of this amendment, effective October 1, 1999.

No one appeared to speak on the matter.

There was no further discussion.

Councilman Reese recommended that Item 3 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:04)
1-79

4. DISCUSSION AND POSSIBLE ACTION TO APPROVE A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND TLC HOME HEALTH CARE AT THE LAS VEGAS BUSINESS CENTER REDUCING THE RENT BY $12,353.25

Peggy Proestos, Neighborhood Services, said that TLC Home Health Care leased two 1200 square foot suites. Due to downsizing, they have asked to reduce their lease to one unit. Although this is a reduction in rent, the vacant office space is being marketed at $.70 per square foot instead of $.65 per square foot. When rented, there will be a revenue increase. Councilman Reese noted for the record that the $12,353 25 is for a two year period.

Ms. Proestos also stated that the Disclosure of Principals will be added as part of this amendment, effective October 1, 1999

No one appeared to speak on the matter.

There was no further discussion

Councilman Reese recommended that Item 4 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:04 - 3:06)
1-97

5 DISCUSSION AND POSSIBLE ACTION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND TRINITY CUSTOM GRAPHICS IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Peggy Proestos, Neighborhood Services, explained that Trinity Custom Graphics has been in the Incubator Program since July and on a waiting list for office space. With the current moves taking place, there will be space available Trinity Custom Graphics will be a new office tenant at $500 per month for two years and will amend the lease to add the Disclosure of Principals, effective October 1, 1999 Ms. Proestos stated that eventually all leases will be amended to add the Disclosure of Principals

No one appeared to speak on the matter.

There was no further discussion

Councilman Reese recommended that Item 5 be forwarded to the Full Council with a "Do Pass" recommendation.

(3:06 - 3:07)
1-158

6. DISCUSSION AND POSSIBLE ACTION FOR THE CITY OF LAS VEGAS TO ACCEPT THE OFFER FROM NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) TO PURCHASE THE CITY'S CHARLESTON HEIGHTS NEIGHBORHOOD PRESERVATION PARK IN ACCOMMODATION OF THE PLANNED US95 WIDENING PROJECT ($3,670,000.00/NEVADA DEPARTMENT OF TRANSPORTATION)

John McNellis, Public Works, stated that today the City is initiating an official response to the Nevada Department of Transportation's letter of August 10, 1999, offering to purchase the Charleston Heights Neighborhood Preservation Park for $3.67 million This property is needed for the US95 expansion project. There is no decision yet when the park would be demolished This is the first step for NDOT to acquire the right of way they will need. NDOT will also have to rebuild Adcock Elememtary School

Mr. McNellis also stated that the City will have to reinvest the proceeds from the sale of the Charleston Heights Neighborhood Preservation Park into other park sites The City has made a recommendation to take part of the proceeds from the $3 67 million to repurchase a site approximately two and a quarter acres on the west edge of the existing Adcock Elementary school site for a future neighborhood park and to invest money into that neighborhood park site.

Councilman Reese inquired if the City will be using the full amount at this location. Mr. McNellis said that there will be an approximate $2.5 million left over to utilize for other public parks. Councilman Reese stated that the money should be reinvested in the area that is being impacted.

Councilwoman McDonald stated that she feels strongly that the neighborhoods being impacted by the US95 expansion, specifically the Charleston Heights area, should benefit from any excess money. It is an older area with a lot of needs. Her recommendation is to ask staff to come back with a priority list showing what areas have the greatest need

Councilman Reese asked Mr. McNellis if there are any ten acre parcels in the area that can be purchased. Mr. McNellis advised that this area of town has very few undeveloped parcels but it is something that can be researched. Councilman Reese stated that this neighborhood needs any improvement that the City can make and inquired if there were any neighborhood meetings scheduled. Councilwoman McDonald responded that there is one scheduled for October 25.

Tom McGowan, Citizen of Las Vegas, asked what alternative uses there are for the purchase price or are they already determined and what is the time frame for the decision making. Councilwoman McDonald replied that there is a neighborhood meeting scheduled for October 25 with an intent to discuss this topic. Parks and Leisure Services has also been asked for a priority list of suggested needs within 30 days

Mr. McNellis stated that the City has a fully developed park site and certain components may be salvaged from the site He included an amount not to exceed $25,000. According to conversations with NDOT, this amount should not be surpassed and it is hoped it will be much less. Whatever the salvage value amounts, it will be deducted from the $3.67 million

Commitments must be made to NDOT this early so they are able to commit to the Federal Government for funding purposes Today's meeting is just to establish that the City will sell the site for $3.67 million

Juanita Clark, Barbara Roth and June Abram stressed the importance of having lighted soccer fields and parks for the children of Las Vegas. Ms. Roth stated that this park is a 4F facility and the City missed it's opportunity to declare the park insignificant. Ms. Abram requested this item be held until the EIS comes back and the neighborhood meetings have taken place. They inquired how long after the purchase will NDOT begin construction. Mr. McNellis responded that the City will have use of the park until next summer.

Teri Ponticello, Deputy City Attorney, noted for the record that this is a proposal of an offer. A Purchase and Sale Agreement would eventually be required with condition precedents, so there is time to address concerns.

Roger Patton, Project Manager for the widening of US95, stated that the federal agencies responsible for reviewing the Environmental Impact Statements have expressed that they would like the agreements to be in place as much as possible before the final EIS is published so everyone is in agreement on what will happen. The final EIS will be published within the next 30 days.

There was no further discussion.

NOTE· Councilwoman McDonald directed Parks and Leisure Services to prepare a priority list showing what areas have the greatest needs within 30 days

Councilman Reese recommended that Item 6 be held in ABEYANCE to November 2, 1999.

(3·07 - 3 46)

CITIZENS PARTICIPATION:

Mr. McGowan stated that he comes to these meetings to ensure that the government complies with applicable law He also noted that this a committee meeting, not a City Council meeting and allowing public comment at a committee meeting should not preclude public comment regarding the same item at a City Council Meeting.

(3 46)
1-1482

ADJOURNMENT:

The meeting adjourned at 3:48 p m

/dw

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 18, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES **Agenda Item No.: 1**

DIRECTOR: SHARON SEGERBLOM [ ] **CONSENT** [x] **DISCUSSION**

SUBJECT:

Discussion and possible action to approve a First Amendment to the Lease Agreement between the City of Las Vegas and Floor It in the Incubator Program at the Las Vegas Business Center

Fiscal Impact

X	**No Impact**	**Amount:** N/A
	Budget Funds Available	**Dept./Division:** Nbhd Svs/Las Vegas Bus. Center
	Augmentation Required	**Funding Source:** Las Vegas Business Center Miscellaneous Rental Account

PURPOSE/BACKGROUND:

Due to the move of a previous tenant to a different suite, Tenant is able to move into Suite 9-B, of the Office #2 Incubator Program, shown on Exhibit "A" of the Lease Agreement. Tenant provides sales and installation of floor products and is eligible for all other benefits enjoyed by other incubator tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Lease Agreement Amendment & Exhibit

FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this 20 day of October, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and FLOOR IT, a for-profit Nevada corporation. ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") effective September 15, 1999, for the lease of certain Premises at the Las Vegas Business Center;

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises; and

WHEREAS, this First Amendment is effective October 20, 1999.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. Paragraph One of Section 1 shall be deleted and the following shall be inserted in its place:

   Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 9b, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 100 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. In Section 2, the first and second sentences shall be deleted and the following shall be inserted in their place:

   Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis commencing on October 20, 1999 ("Commencement Date"). Notwithstanding the month to month tenancy, the City and Tenant agree that this tenancy shall terminate and expire on August 31, 2001.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By:____________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date 9/16/99

Approved by City Council ______________________

FLOOR IT

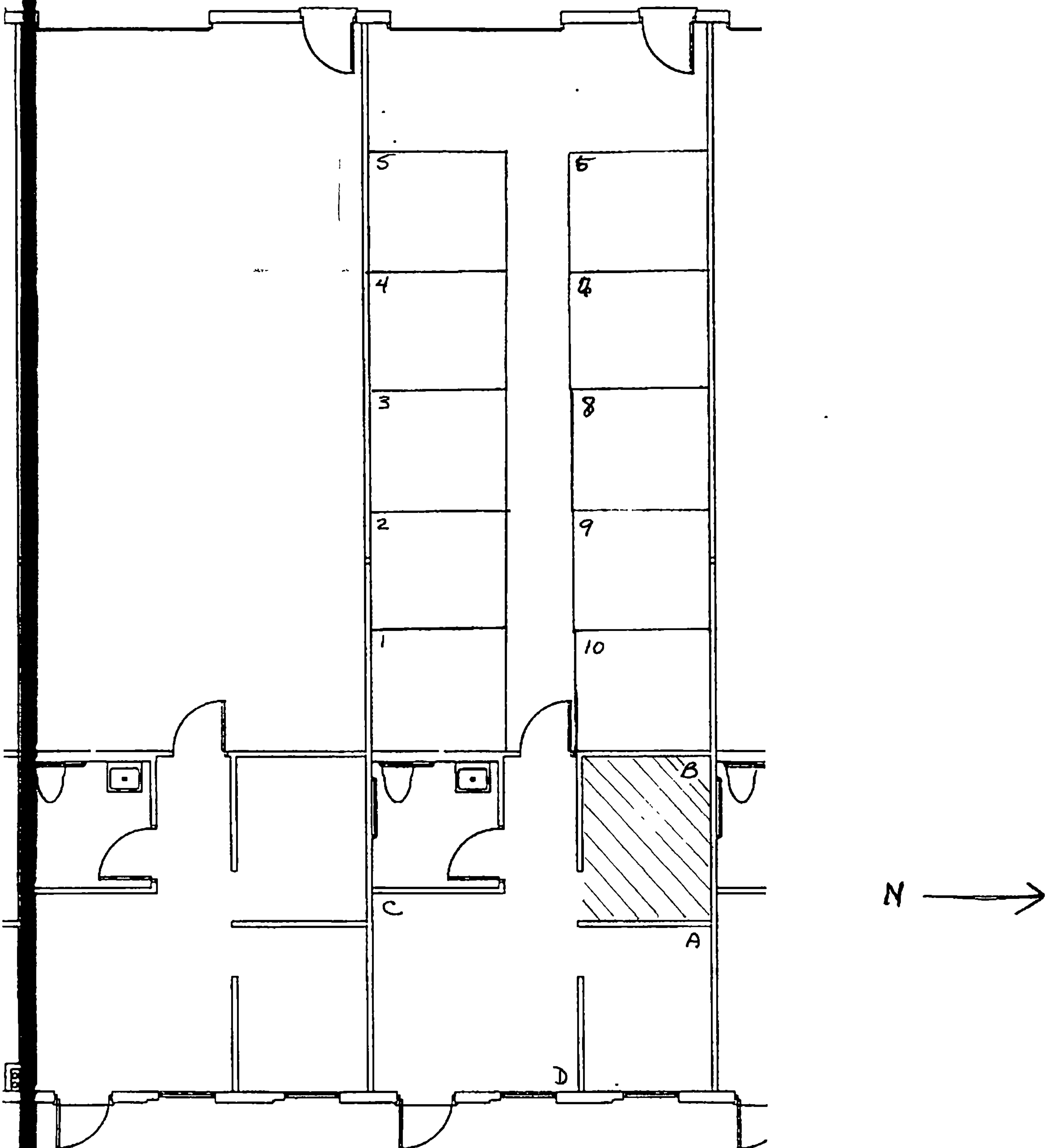
By: ____________________________
Melvyn Brown, owner

FloorIt1stAm91499 doc09/14/99pmp

EXHIBIT "A"

LAS VEGAS BUSINESS CENTER

1951 STELLA LAKE ST., LAS VEGAS, NV 89106



SUITE "9"

1/8" = 1'-0"

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 18, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES **Agenda Item No.: 2**

DIRECTOR: SHARON SEGERBLOM [ ] **CONSENT** [x] **DISCUSSION**

SUBJECT:

Discussion and possible action to approve a First Amendment to the Lease Agreement between the City of Las Vegas and Daryl Newsom's Clinical Hypnosis Therapy in the Incubator Program at the Las Vegas Business Center

Fiscal Impact

[ ] **No Impact**	**Amount:** $2,400 increase rental income
[ ] **Budget Funds Available**	**Dept./Division:** Nbhd Svs/Las Vegas Bus. Center
[ ] **Augmentation Required**	**Funding Source:** Las Vegas Business Center Miscellaneous Rental Account

PURPOSE/BACKGROUND:

Due to the graduation of a previous tenant, Tenant is able to move into Suite 20, of the Office Incubator Program, shown on Exhibit "A" of the Lease Agreement. Tenant provides clinical hypnosis therapy services and is eligible for all other benefits enjoyed by other incubator tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Lease Agreement Amendment & Exhibit

FIRST AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this 1st day of November, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and DARYL NEWSOM'S CLINICAL HYPNOSIS THERAPY, a for-profit Nevada proprietorship. ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") effective August 18, 1999, for the lease of certain Premises at the Las Vegas Business Center;

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises; and

WHEREAS, this First Amendment is effective November 1, 1999.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. Paragraph One of Section 1 shall be deleted and the following shall be inserted in its place:

   Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 20, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, hutch, return, executive chair, two guest chairs, file cabinet, computer software and hardware, and telephone.

2. In Section 2, the first and second sentences shall be deleted and the following shall be inserted in their place:

   Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis commencing on November 1, 1999 ("Commencement Date"). Notwithstanding the month to month tenancy, the City and Tenant agree that this tenancy shall terminate and expire on October 31, 2001.

3. Section 5 shall be deleted and replaced with the following:

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Dollars and No/Hundredths ($600.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on November 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern Nevada Enterprise Community (SNEC) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

Schedule	**Tenant**	**SNEC**
First six (6) months	$200.00	$400.00
Second six (6) months	$250.00	$350.00
Second twelve (12) months	$300.00	$300.00

It is understood that that the supplemental rent will be provided by SNEC because Tenant will provide free hypnosis therapy services to one Enterprise Community resident for each month.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By:________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Ponticello 9/16/99
Date

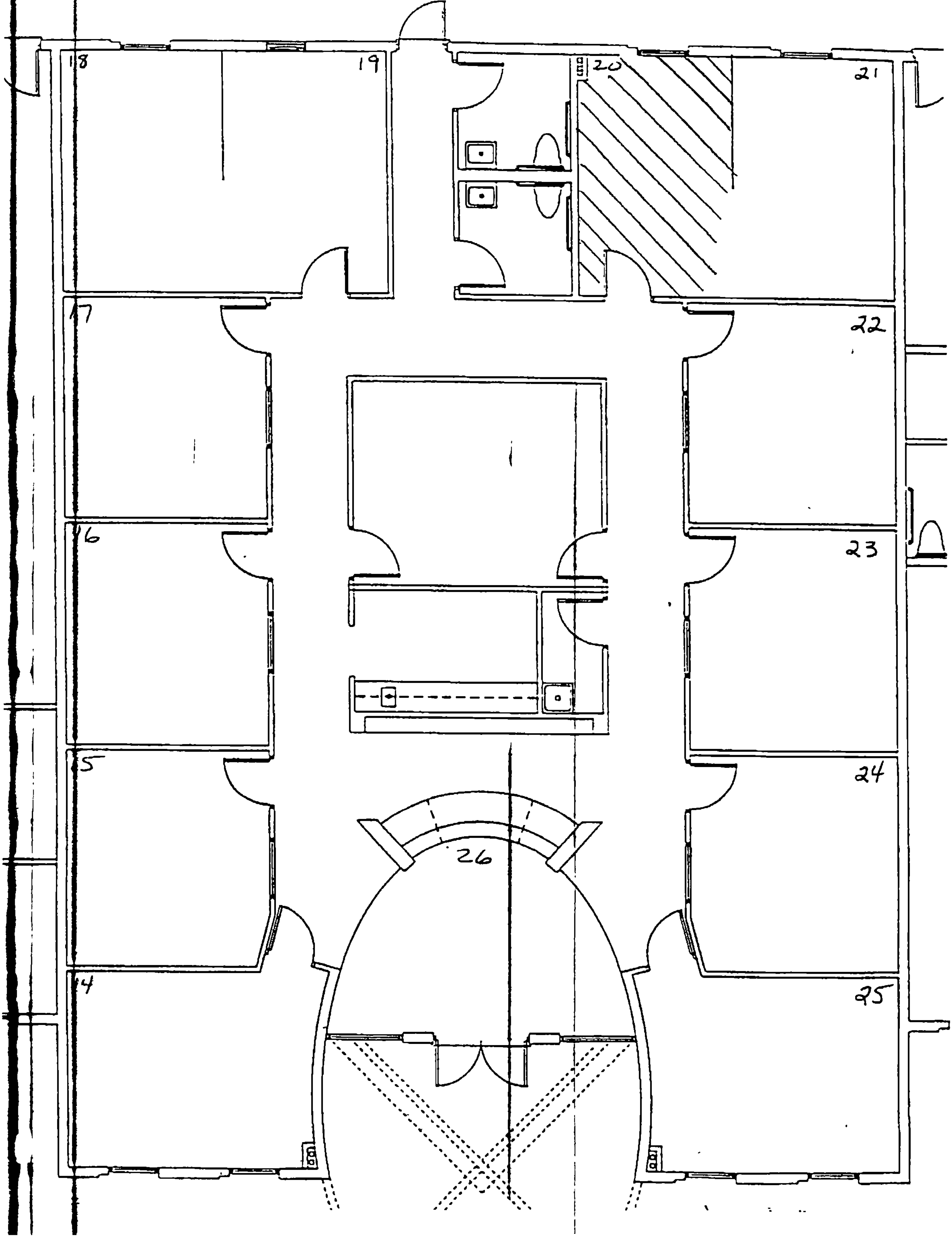
Approved by City Council ____________________

DARYL NEWSOM'S CLINICAL HYPNOSIS THERAPY

By: Daryl Newsom
Daryl Newsom, owner

Newsom1stAm91499 doc09/14/99pmp

LAS VEGAS BUSINESS CENTER
1951 Stella Lake St.
"Exhibit A"



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 18, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES **Agenda Item No.: 3**

DIRECTOR: SHARON SEGERBLOM [ ] **CONSENT** [x] **DISCUSSION**

SUBJECT:

Discussion and possible action to approve a Second Amendment to the Lease Agreement between the City of Las Vegas and Nevada Association of Fashion Design in the Incubator Program at the Las Vegas Business Center

Fiscal Impact

X	**No Impact**	**Amount:** N/A
	Budget Funds Available	**Dept./Division:** Nbhd Svs/Las Vegas Bus. Center
	Augmentation Required	**Funding Source:** Las Vegas Business Center Miscellaneous Rental Account

PURPOSE/BACKGROUND:

Due to the move of a previous tenant to a different suite, Tenant is able to move into Suite 9-A, of the Office #2 Incubator Program, shown on Exhibit "A" of the Lease Agreement. Tenant provides sewing training and services and is eligible for all other benefits enjoyed by other incubator tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Lease Agreement Amendment & Exhibits

SECOND AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center

THIS SECOND AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this 20 day of October, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and NEVADA ASSOCIATION OF FASHION DESIGN . ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated January 25, 1999, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete the entire section and replace with the following:

   Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 9a ("office cubicle") and Suite 9 unit 6 ("storage unit"), Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 100 square feet of cubicle office and 56 square feet of storage unit, and their location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibits "A" and "A1" and incorporated herein by this reference.

2. In Section 2, delete Sentence One and Sentence Two, and substitute with the following: Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis commencing on October 20, 1999 ("Commencement Date"). Notwithstanding the month to month tenancy, the City and Tenant agree that this tenancy shall terminate on January 31, 2001.

Except as expressly set forth in this Second Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By:____________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pontrello 9/20/99
Date

APPROVED BY CITY COUNCIL ____________________

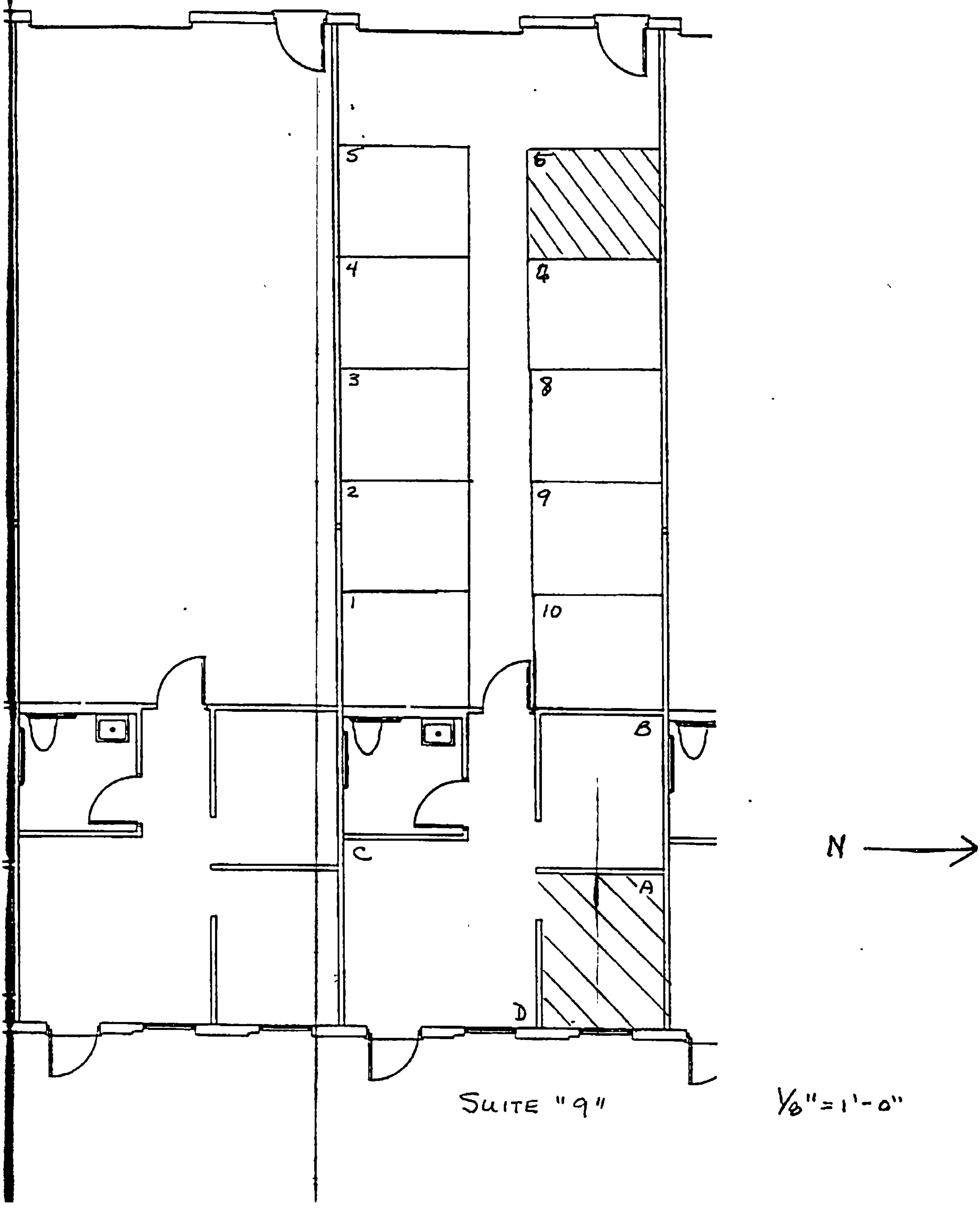
NEVADA ASSOCIATION OF FASHION DESIGN

By: [signature]
VICTORIA CAMPE, president

EXHIBITS A and A1

LAS VEGAS BUSINESS CENTER

1951 STELLA LAKE ST., LAS VEGAS, NV 89106



SUITE "9"

1/8" = 1'-0"

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 18, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES **Agenda Item No.: 4**

DIRECTOR: SHARON SEGERBLOM ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action to approve a Second Amendment to the Lease Agreement between the City of Las Vegas and TLC Home Health Care at the Las Vegas Business Center reducing the rent by $12,353.25

Fiscal Impact

☐ **No Impact**

☐ **Budget Funds Available**

☐ **Augmentation Required**

Amount: $12,353.25 in reduced rental

Dept./Division: Nbhd Svs/Las Vegas Bus. Center

Funding Source: Las Vegas Business Center Miscellaneous Rental Account

PURPOSE/BACKGROUND:

Because of down-sizing due to reduction in Medicare payments, Tenant requested to reduce amount of leased space to one unit, Suite 34, reducing the rental income by $12,353.25 over the next fifteen months. Suite 36, after the demising wall has been built between the units, will be marketed and leased to a new tenant to augment the rent and new Lease Agreement will be brought to City Council for approval.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Lease Agreement Amendment & Exhibit

SECOND AMENDMENT TO
Lease Agreement
Las Vegas Business Center

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into this 1st day of November, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and TLC HOME HEALTH CARE, INC. ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated November 10, 1997, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. Delete Section 1, and replace with the following:

   Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suite 34, 1951 Stella Lake Street. The suite (hereinafter the "Premises") consists of approximately 1,267 square feet and its location and dimension is shown particularly on the copy of the Building Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. In Section 7, delete Sentences 1 and 2 and replace with the following:

   Lessee agrees to pay Lessor at such place as Lessor may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Eight Hundred Sixty-seven Dollars and Fifty-five/Hundredths ($867.55) in advance, calculated at Sixty-five Cents ($.65) per square foot, on the first day of each calendar month during the term of the Lease. Lessee agrees to pay Lessor, on November 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis.

3. In Section 10, Security Deposit, the amount of the security deposit will be decreased to Eight Hundred Sixty-seven Dollars and Fifty-five/Hundredths ($867.55) and the difference between the original security deposit and the revised security deposit, which is Eight Hundred Sixty-seven Dollars and Fifty-five/Hundredths ($867.55), will be refunded to the Lessee.

Except as expressly set forth in this Second Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement as of the date first above written.

CITY OF LAS VEGAS

By:__________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:
J. Pinfiallo 9/23/99
Date

APPROVED BY CITY COUNCIL

____
Date

TLC HOME HEALTH CARE, INC.

By: Delia Toney
DEBORAH TONEY, Administrator
"LESSEE"

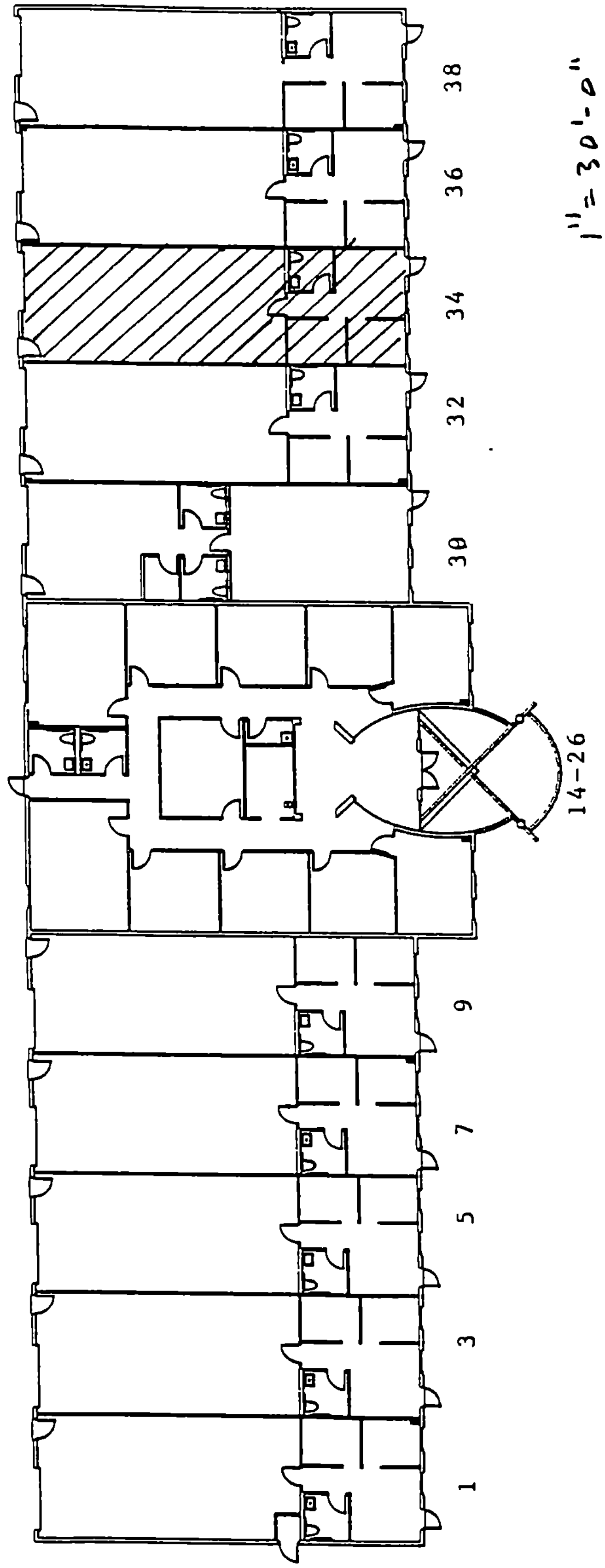
By: Clara Calbert
CLARA CALBERT, Clinical Director
"LESSEE"

TLC2NDAm92199 doc09/21/99pmp

Lake Mead Boulevard

EXHIBIT "A"

1951 Stella Lake Street,
Las Vegas NV 89106



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 18, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES **Agenda Item No.: 5**

DIRECTOR: SHARON SEGERBLOM [ ] **CONSENT** [x] **DISCUSSION**

SUBJECT:

Discussion and possible action to approve a Lease Agreement between the City of Las Vegas and Trinity Custom Graphics in the Incubator Program at the Las Vegas Business Center

Fiscal Impact

[ ]	**No Impact**	**Amount:** $12,000 rental income
[ ]	**Budget Funds Available**	**Dept./Division:** Nbhd Svs/Las Vegas Bus. Center
[ ]	**Augmentation Required**	**Funding Source:** Las Vegas Business Center Miscellaneous Rental Account

PURPOSE/BACKGROUND:

Due to the move of a previous tenant to a different suite, Tenant is able to move into Suite 9-D. Tenant provides graphics design and desk top publications and is eligible for all other benefits enjoyed by other incubator tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Lease Agreement & Exhibits

LEASE AND MANAGEMENT AGREEMENT

Las Vegas Incubator

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 20th day of October, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and TRINITY CUSTOM GRAPHICS, a Nevada proprietorship (hereinafter "Tenant").

WITNESSETH:

WHEREAS, City is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City has established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City proposes to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City desires to make available to Incubator Tenant ("Tenant"), by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant") was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations of the Incubator are being jointly funded through Business Center Program Income, a grant from Wells Fargo Bank, and a grant from the Southern Nevada Enterprise Community; and

WHEREAS, this Agreement is consistent with the purpose of the separate and various federal and private funds provided for that purpose:

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

1. AGREEMENT OF PREMISES

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 9D, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 100 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, a guest chair, file cabinet, computer software and hardware, and telephone.

It is understood and agreed by Tenant that private offices will be available for rent only by tenants which will be occupied at least 75% of each work week either by the tenant or the tenant's employees or associates, with the exception of occasional vacations or business trips out of town. In the event that the office areas or cubicles will be occupied less than 75% of the work week as described earlier in this Section, then the Tenant will occupy shared or cubicle space.

2. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis. The term shall begin on October 20, 1999 (the "Commencement Date") and shall end on June 30, 2001. In the event that either City or Tenant desires to terminate this Agreement, City (or its designated representative) or Tenant shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Tenant to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

3. OBLIGATIONS OF THE CITY

City will provide the Premises and Services as detailed in this section. Services shall include:

a) all utilities;

b) basic telephone system;

c) staff support;

d) business counseling to Tenant or refer Tenant to persons with the needed business skills;

e) shared computer printer;

f) fax and copy machines;

g) limited reception services; and

h) a minimum of six free training seminars.

4. OBLIGATIONS OF THE TENANT

In exchange for the Rent and Services provided by this Agreement, Tenant agrees to the following:

a) Attend a minimum of six classes of business skill training during the first six months of occupancy, which training will be agreed by Tenant and City staff;

b) Develop a Business Plan by the end of the first six months of occupancy;

c) Obtain a City of Las Vegas business license before commencement of this agreement;

d) Attend a "round table" discussion each month they are conducted by the City of related business topics established and designated by City in advance and with sufficient and proper notice;

e) Provide financial reports including a balance sheet, profit and loss statement, and cash flow analysis at the end of every quarter.

5. MINIMUM RENT

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Five Hundred Dollars and No/Hundredths ($500.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on October 20, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern Nevada Enterprise Community (SNEC) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

Schedule	**Tenant**	**SNEC**
First six (6) months	$150.00	$350.00
Second six (6) months	$175.00	$325.00
Second twelve (12) months	$200.00	$300.00

It is understood that that the supplemental rent will be provided by SNEC because Tenant will provide reduced prices for graphics and design products to an average of one Enterprise Community resident each month.

6. <u>NON-RELOCATION</u>

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Tenant represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Tenant agrees to comply with EDA policies concerning nonrelocation by furnishing to City, a

"Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by the City.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Tenant's application for Agreement;

(ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center;

(iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;

(iv) are relocating from technologically obsolete facilities to be competitive;

(v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

7. EMPLOYMENT

A. It is understood, acknowledged and agreed by Tenant that funds to reconstruct the Business Center were received from the EDA and the CDBG Program. Consistent with the requirements of those funding sources, Tenant agrees that it will implement a program to offer and provide jobs to persons of low and moderate incomes.

B. In order for Tenant to comply with the requirements of subsection A of this Section 7, Tenant either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Agreement with persons of low to moderate income, as defined by HUD regulations, or make openings available to such persons. In order to assure that the latter alternative is met, the requirement of special skills or education may not be used as a barrier to such openings, and first consideration for filling those openings must be accorded to low to moderate income persons. Tenant may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by City as being capable of identifying and placing eligible persons, such as Nevada Business Services. Tenant may fulfill its obligation under subsection A of this Section 7 by complying with alternative job creation plans that may be adopted and approved by City and the federal funding agencies described in said subsection.

C. In order to demonstrate compliance with this Section 7, Tenant shall, for each person who is hired or considered for hire, either obtain and keep on file for verification the necessary information about the person to determine low to moderate income status or otherwise document satisfaction of the requirements of this Section.

D. Tenant agrees to repay to City any costs which may be disallowed by City or the United States Government in connection with Tenant's failure to comply with the provisions of this Section 7.

8. CONDITION OF PREMISES

The Premises are leased to Tenant on an "as-is" basis, except that City warrants that the building complies with applicable building-related codes. City makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. RENT DEFINED

The terms "rent" and "rental" as used in this Agreement means the minimum rent as described in Section 5, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Tenant and any and all other sums, no matter how designated, that are required to be paid by Tenant under this Agreement.

10. LATE CHARGES

In the event Tenant is delinquent in the payment of rent for a period in excess of ten (10) days, there shall be added to the rent a late charge equal to three percent (3%) of the monthly rent.

11. USE OF PREMISES

Tenant agrees to use the Premises solely for the purpose of conducting its business, which is expressly limited to services related to desk top publishing, websites, and screenprinting, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Tenant shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Tenant agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Tenant agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City. In addition, Tenant agrees to not add any computer software or any other computer materials to the computer provided by the City without written consent of City. Tenant agrees to use reasonable caution and respect other Tenants' confidentiality when using shared equipment and space. Because the building was constructed with federal funds, Tenant agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

12. LAWS, WASTE, NUISANCE

Tenant covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;
B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER

City reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. City shall endeavor to do so with a minimum of disruption to Tenant's rights under this Agreement. This Section does not diminish Tenant's right to seek any remedy available at law or in equity for injury or damage that Tenant may suffer because of City's alteration of the interior of the Premises.

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of Tenant's negligent act or omission, Tenant shall pay City's cost for making such repairs within fifteen (15) days after presentation of a bill therefor. Failure of Tenant to do so shall constitute a default by Tenant hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 42, of the need for such repair. City shall have no liability to Tenant based upon City's failure to repair in the absence of the notice hereby required to be given.

14. ALTERATIONS

Tenant shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining City's written approval. Tenant shall present to the City plans and specifications for such work at the time approval is sought. In the event City consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of City unless City otherwise elects at the end of the term hereof.

15. UTILITIES

City shall provide all utilities, including gas, electricity, water, sewer, and the basic telephone system. Tenant shall be responsible for and shall promptly pay all additional charges to the monthly telephone bills, such as second line or voice mail, in excess of the basic telephone system which is provided by the City, including long distance fax charges. City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due City's negligence. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications previously approved in writing by City.

16. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Agreement, Tenant is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Tenants, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. City shall operate and maintain the parking area in such manner as City in its discretion shall determine. City shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Tenant unless notice thereof is first provided to Tenant.

17. TAXES

Subject to applicable exemptions from tax, Tenant shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

18. RESPONSIBILITY AND LIABILITY

Tenant will be financially responsible to City for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Tenant and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Tenant will resist and defend at its own expense any actions or proceeding brought against City by reason of such claims.

19. INSURANCE

Tenant agrees to procure and maintain, at its sole cost and expense by the end of the first year of this Agreement and any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment and all other personal property;
B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Tenant agrees that City shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. Tenant further agrees to deliver to City evidence of the coverages required herein no later than 30 days after the Commencement Date of the Second Year, June 30, 2001. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing City at least 30 days' written notice.

20. ACCESS TO PREMISES

City shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. City shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Tenants, and to make such repairs, additions, alterations or improvements as City may deem desirable. During the two (2) months prior to the expiration of this Agreement, City may place upon the Premises signs indicating the availability of the Premises for Agreement, which Tenant shall permit to remain thereon.

City may enter the Premises at any time, without notice, in the event of an actual or believed emergency. City shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Tenant's vaults and safes, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the leased Premises or any portion thereof.

21. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this Agreement, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by City and reasonable wear and tear, and shall deliver all keys to City. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by City, and shall repair any damage caused by such property or the removal thereof.

22. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Tenant will receive a thirty (30) day notice to vacant on or before June 30, 2001.

23. SALE OF BUSINESS CENTER

City reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), City must include, as part of the documents transferring its interest, a provision obligating its successor to honor City's obligations under this Agreement.

24. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against City or the taking authority for any compensation because of such taking, and City shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. In such event, City shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give City any interest in, or prevent Tenant from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Tenant or for relocation expenses recoverable against the taking authority.

25. DAMAGE OR DESTRUCTION

A. Tenant shall give prompt notice to City in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, City shall repair such damage at its cost, subject to City's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in City's opinion, be repaired within sixty (60) days after commencement of such repairs, or if City shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and City elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Tenant.

D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Tenant, there shall be no abatement of rent.

26. LIENS AND ENCUMBRANCES

Tenant agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by City. The failure of Tenant to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

27. ASSIGNMENT AND SUBLETTING

Tenant shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of City in each instance. In accordance with 13 C.F.R. Part 314, Tenant also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without City's consent shall be voidable by City and shall constitute a default hereunder which, at the option of City, shall result in the termination of this Agreement or the exercise of City's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Tenant.

28. DEFAULT BY CITY

In the event City fails to fulfill any obligation under this Agreement, Tenant shall, before exercising any right or remedy available to it, give City written notice of the claimed breach, default or noncompliance, which City shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if City fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Tenant of the need therefor, Tenant may exercise any right or remedy available to it under Nevada law.

29. DEFAULT BY TENANT

A. Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B.

1) Tenant's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.

2) Tenant's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Tenant by City.

3) The falsification by Tenant or its agents of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

1) Terminate this Agreement by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

30. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

31. NO PARTNERSHIP

City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

32. FORCE MAJEURE

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

33. NO WAIVER

Failure of City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by City unless such waiver is in writing.

34. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

35. BROKER'S COMMISSIONS

Tenant represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Tenant.

36. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by City of the Business Center, the Premises or this Agreement, City shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to City's successor in interest. The preceding sentence applies only if City's successor-in-interest is required by the transfer documents to honor City's obligations under this Agreement.

37. NON-DISCRIMINATION

City and Tenant each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Tenant agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to City, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze Tenant's civil rights posture and practices. City agrees to provide Tenant with any forms that Tenant may be required to furnish hereunder.

38. ENTIRE AGREEMENT

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon City or Tenant unless reduced to writing and executed by the Parties and, in the case of the Tenant, executed with the same formality as attended Tenant's execution of this Agreement.

39. SUBMISSION OF THIS AGREEMENT

Submission of this Agreement for examination by Tenant does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by City to Tenant. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

40. AUTHORITY OF SIGNATORIES

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

41. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the City: City of Las Vegas
Attn: City Manager, c/o Director
Neighborhood Services Department
400 East Stewart Avenue,
Las Vegas, Nevada 89101

If to the Tenant: Trinity Custom Graphics
Helicia Thomas, owner
1951 Stella Lake Drive, Suite #26
Las Vegas NV 89106

Either party may designate a different address by giving written notice to the other Party.

42. EDA APPROVAL OR WAIVER THEREOF

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

43. APPROVAL OR CONSENT BY CITY

Whenever the approval or consent of City is required by this Agreement, such approval or consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF LAS VEGAS

By________________________________

OSCAR B.GOODMAN, Mayor

"CITY"

ATTEST:

____

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM V. Pontecello 9/16/99

APPROVED BY CITY COUNCIL ______________

TRINITY CUSTOM GRAPHICS

By Helicia Thomas

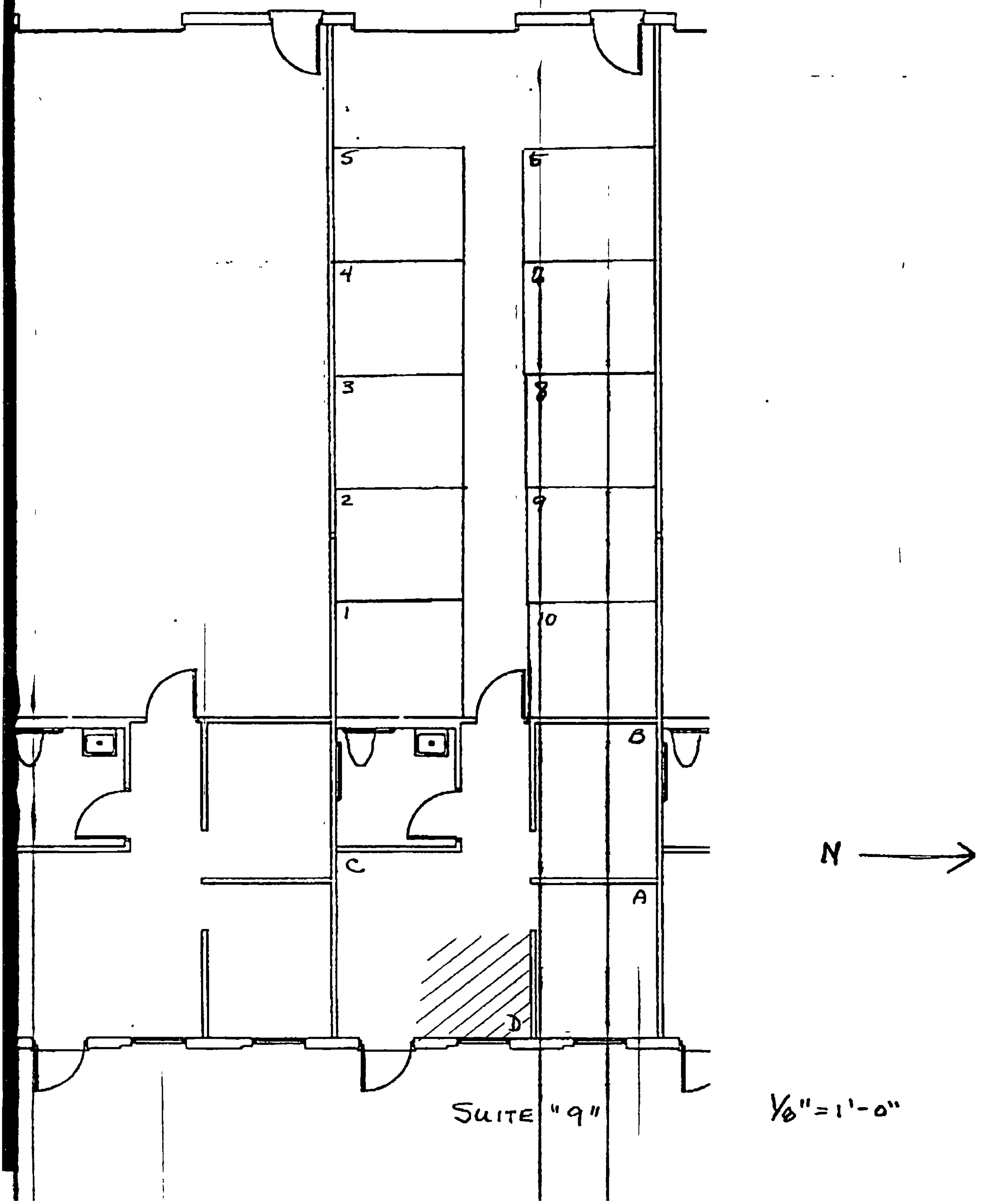
HELICIA THOMAS, OWNER

"TENANT"

EXHIBIT "A"

LAS VEGAS BUSINESS CENTER

1951 STELLA LAKE ST., LAS VEGAS, NV 89106



SUITE "9"

1/8" = 1'-0"

Exhibit B

Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to City, on this Exhibit D, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;

(ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;

(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;

(iv) relocating from technologically obsolete facilities to be competitive;

(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) determined by EDA to be exempt (13 CFR Section 316.4(b).

Trinity Custom Graphics

Helicia Thomas

Helicia Thomas, owner

Date ___________

Exhibit C
Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

Tenant certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the Tenant's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
   a. taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Trinity Custom Graphics

Helicia Thomas

Helicia Thomas, owner

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 18, 1999

DEPARTMENT: PUBLIC WORKS **Agenda Item No.: 6**

DIRECTOR: RICHARD D. GOECKE [ ] **CONSENT** [x] **DISCUSSION**

SUBJECT:

Discussion and possible action for the City of Las Vegas to accept the offer from Nevada Department of Transportation (NDOT) to purchase the City's Charleston Heights Neighborhood Preservation Park in accommodation of the planned US95 widening project ($3,670,000.00/Nevada Department of Transportation)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $3,670,000.00 incoming revenue
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/Parks/Open Spaces
[ ]	**Augmentation Required**	**Funding Source:** NDOT

PURPOSE/BACKGROUND:

In accommodation of the planned US95 widening project, Staff has been working with NDOT for an acceptable purchase price for this park. NDOT has completed an appraisal of the park site at the northwest corner of Torrey Pines Drive and Hyde Avenue and as a result NDOT has made an offer to the City to purchase this park.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Offer to Purchase
3. Summary of Appraisal
4. Vicinity Map

City of Las Vegas

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: OCTOBER 18, 1999
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: Request from NDOT to purchase Charleston Heights Neighborhood Preservation Park

In accommodation of the planned US95 widening project, Staff has been working with the NDOT to arrive at an acceptable purchase price for the City's existing Charleston Heights Neighborhood Preservation Park. The NDOT has recently completed an appraisal of the park site at the northwest corner of Torrey Pines Drive and Hyde Avenue. As a result of that appraisal, the NDOT has made an offer to the City to purchase this park. The NDOT is offering $3,670,000 for the park site. The offer reflects the appraised value of the land ($1,745,000) and the park improvements thereon ($1,925,000). Public Works Staff has reviewed the offer and find the appraisal values acceptable. We recommend acceptance of the purchase offer. (Copies of the purchase offer, a summary of the appraisal and a vicinity map are attached as backup.)
Note must be made that the City will have certain obligations associated with the purchase offer. The Environmental Impact Statement for the US95 Project requires that impacted "Section 4(f) Resources" be mitigated. Because the existing park is being impacted by the proposed highway project, an appropriate "mitigation" must be proposed to and accepted by the Federal Highway Administration to ensure federal funding. The proposed mitigation plan for this park is two-fold. First, part of the purchase funds received will be utilized to repurchase a smaller site (toward the west edge of the existing Adcock Elementary School site following its demolition) and to reconstruct a smaller, passive neighborhood park on this reclaimed site. Second, the remaining purchase funds should be utilized elsewhere for other park facilities benefiting the public. The second part of this mitigation plan would "functionally replace" the programmable features (ie, the soccer fields) that will not fit on the smaller, replacement park being reconstructed in the Charleston Heights neighborhood. To ensure that the impacted park and public park facilities are mitigated in accordance with the requirements of the Environmental Impact Statement, we recommend that the proceeds from the sale of the Charleston Heights Neighborhood Preservation Park be dedicated for the above-noted purposes. As a final note, the City will be allowed salvage rights to the park facilities, however, any items salvaged from the existing park will affect the purchase price and the excess proceeds available for the planned replacement park and other future parks projects. The value of all items contemplated for salvage should less than $25,000. We request authority to purchase salvage items as determined by Public Works' Parks Division.

RECOMMENDATION:
1) Acceptance of NDOT's offer of $3,670,000 (minus salvage costs).
2) Allocate $1,170,000 of the proceeds for repurchase and reconstruction of a smaller, passive neighborhood park.
3) Allocate $2,500,000 (minus salvage costs) of the proceeds for future public park projects.
4) Authorize Staff to salvage items from the existing park with total costs not to exceed $25,000.

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
P.O. Box 170, Las Vegas NV 89125-0170
August 10 , 1999

KENNY C GUINN. *Governor*

TOM STEPHENS, P.E.. *Director*

Mr. Richard Goecke
Director, Public Works
City of Las Vegas
400 S. Stewart Street
Las Vegas, NV 89101

Project: SPF-095-2(035)
E.A. 72493
US 95 Widening
Charleston Heights Neighborhood
Preservation Park (Torrey Pines
Park) APN: 138-35-111-003

Dear Mr. Goecke:

As you know, the Nevada State Department of Transportation (NDOT) is still in the design phase for the US 95 widening project. The draft environmental impact statement has been completed, and public hearings were held June 9th and 10th, 1999. We anticipate a Final Record of Decision from the Federal Highway Administration (FHWA) in November or December, 1999. At that time, we will know if the project will go forward.

In the meantime, Nevada Department of Transportation officials have decided to use State funds on two "time consuming" properties, namely: the Torrey Pines Park, and the O. K. Adcock Elementary School. Even though Federal funds have not been approved for these properties, we will follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Doing so, will allow NDOT to seek reimbursement from the FHWA in the event the Final Record of Decision is favorable.

The environmental impact statement is the basis for the FHWA's Final Record of Decision, and schools and parks are "protected" properties which must be preserved, or mitigated. Over the past two years, there have been numerous discussions and meetings among the City of Las Vegas, Clark County School District, NDOT, and FHWA officials. The general consensus, and the intent of the parties from the onset, was to offer the School District the "Functional Replacement" of Adcock Elementary, and to construct a City park facility on a portion of the old school site. Under this program the FHWA would pay for the construction of a new school on the Torrey Pines Park site (which was bare land at the time our discussions began), then demolish the old school and encourage the City to build a park in it's place. After which, the City of Las Vegas and the Clark County School District would continue to share their facilities to enhance both ownerships.

What appears to be a relatively simple concept, is actually quite complicated. The Functional Replacement program requires that the School District's *prevailing standards* be followed. One of the prevailing standards for an Elementary School, in the Las Vegas area, is that the site be a minimum of ten acres in size. Following these guidelines, the Clark County School District must occupy ten acres in the "after condition". This will leave approximately two to three acres available along the west side of the remainder for City ownership. In addition, the City of Las Vegas would have the shared use of the facilities at the new, reconstructed Adcock Elementary School.

The State's offer for the City's 7.35 acres of land, and all of the improvements, is $3,670,000.00. This includes $1,745,000.00 for the land, and $1,925,000.00 for the improvements. I have been informed by your staff, that the City of Las Vegas is not interested in retaining any of the improvements at this time, however, if you so choose, NDOT will establish retention values on items of your choice. If you elect to do so, the above offer will be reduced by the amount of the retention value. As an attachment to this offer, please find a brochure entitled "Nevada Highways and Your Property", a sketch map depicting the 7.35 acres of land, and an Appraisal Summary Statement.

This offer is contingent upon the City of Las Vegas buying back all available property located on the Adcock Elementary remainder site. NDOT will own or control the remainder site and it will be available at the same "bare land" square foot price which we are offering the City of Las Vegas, that is $5.45 per square foot. It is also contingent upon the City of Las Vegas constructing a park on the remainder site, at the City's expense, and amending the "OPEN SCHOOLS - OPEN DOORS COMMUNITY ACCESS AGREEMENT" dated September 6, 1995, between the Clark County School District and the City of Las Vegas. The Clark County School District has expressed their willingness to cooperate with NDOT and the City by amending the agreement.

If the City of Las Vegas agrees with this proposal, our respective Agencies will be complying with statements made in the Environmental Impact Statement, and honoring the commitments made to neighborhood groups and the public at large. These commitments were made at various City Council meetings, Citizens Advisory Committee meetings, and Public Hearings.

Upon conceptual approval of this proposal, it will be necessary to enter into an agreement to specify the obligations of our respective Agencies. Additionally, and more immediate, is the need to address the shared use concept between the City and the School District. If an agreement for shared use is not completed soon, the Federal Highway Administration has indicated that the Final Record of Decision may be postponed until the agreement is finalized (shared use is a major component in Environmental Impact Statement).

I encourage the Citys' acceptance of this offer, and hope that you take advantage of this opportunity to contribute further to the betterment of the traveling public, and the community at large. Time is of the essence on this project, and I am hopeful that we can complete this transaction by September 30, 1999. If you have any questions, please contact me at (702) 385-6540.

Sincerely,

Steve Henson
Asst. Chief Right-of-Way Agent

SH/clc

cc: Carson City R/W

APPRAISAL REVIEW
ESTIMATE OF VALUE

Project: US 95 Widening
E.A.: 72189
Parcel: APN 138-35-111-003
File 99-105

[x] Original [ ] Revision

Owner The City of Las Vegas, a Municipal Corporation
Property Location Northwest corner of Torrey Pines and Hyde, aka at the southwest corner of the US 95/ Torrey Pines grade separation (Torrey Pines Park)

[x] Urban [ ] Rural Zoning R-E, City of Las Vegas

Appraiser	Appraisal Date	Valuation Date	VALUE Partial	Total
Foster L. Clark, MAI	5/11/99	5/04/99	$ N/A	$ 3,670,000
			$	$
			$	$
			$	$

It is my opinion that the just compensation for the taking is determined as follows:

PARTIAL ACQUISITION

Parcel	Land	Improvements	Damages	Other	Total
NOT APPLICABLE	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
TOTALS	$	$	$	$	$

Damages: [ ]Acc. Loss; [ ]Chg. H&B Use; [ ]Chg. Size or Shape; [ ]Cost-to-Cure; [ ]Consequential
Benefits: [ ]Yes; [ ]No

TOTAL ACQUISITION

Parcel	Land	Improvements	Other	Total
138-35-111-003	$ 1,745,000	$ 1,925,000	$ -0-	$ 3,670,000

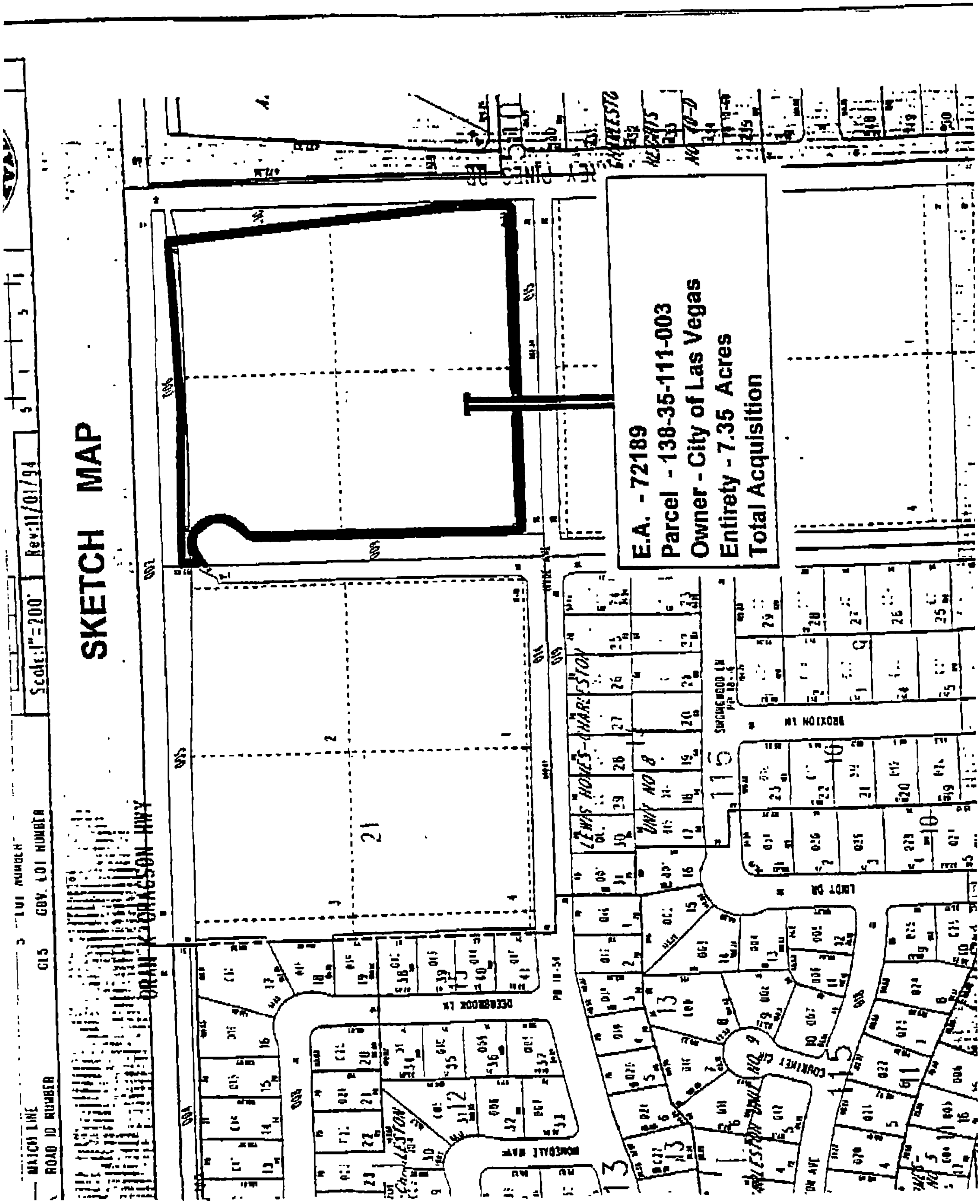
I understand that this determination is to be used in a Federally-aided or State of Nevada Transportation Project. I have reviewed the above listed appraisals and other pertinent information submitted. I have visually inspected the subject property and the properties listed in the appraisal reports as being sales of a comparable nature, and have independently reached this determination without direction or collaboration. I have no direct or indirect, present or contemplated future personal interest in the subject property or in any way benefit from the acquisition of such property appraised.

Reviewing Appraiser [signature]
Larry J. Balmer, ASA
NV Certified General Appraiser #00096

Assignment Date 5/12/99
Review Date 5/26/99
Submittal Date 5/26/99

[x] See attached comments; [ ] Remarks:

DOT
030-201
rev. 9/86


SKETCH MAP
Scale:1"=200'
Rev:11/01/94
E.A. - 72189
Parcel - 138-35-111-003
Owner - City of Las Vegas
Entirety - 7.35 Acres
Total Acquisition