

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
MONDAY, FEBRUARY 28, 2000
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN WEEKLY AND MACK

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES. Approval of the Minutes of the Regular meeting of February 14, 2000

NEW BUSINESS:

1. Discussion and possible action on the purchase contract between Priority One Commercial or nominee and Diana Saling for real property known as parcel number 162-04-601-003, located along Martin Luther King, south of Charleston, north of Oakey, for the future construction of a fire station (\$135,200 plus closing cost/Fire Services CPF) (Appraised Value \$156,500)
2. Discussion and possible action on authorizing staff to apply for a land lease for future expansion of the water pollution control facility at the southeast corner of Desert Inn Road and Hollywood Boulevard with the Bureau of Land Management (BLM) (\$100 - Real Estate & Asset Management - Rental of Land)
3. Discussion and possible action to authorize staff to apply for a land lease for a Public Safety Training Center north of the corner of Centennial Parkway and Grand Canyon Drive with the Bureau of Land Management (BLM) (\$100 - Real Estate & Asset Management - Rental of Land)
4. Discussion and possible action on approval of a Lease Agreement between City of Las Vegas and Economic Opportunity Board of Clark County for Suite 36 at the Las Vegas Business Center (\$31,536.00 incoming revenue over 3 years - Neighborhood Services - Las Vegas Business Center Fund)
5. Discussion and possible action on approval of Fourth Amendment to Lease and Management Agreement between City of Las Vegas and Baby Doodads, Inc.
6. Discussion and possible action on approval of Third Amendment to Lease and Management Agreement between City of Las Vegas and Dee's Vocational and Rehabilitation Services
7. Discussion and possible action on approval of Third Amendment to Lease and Management Agreement between City of Las Vegas and Counseling Services Plus

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

M3

**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
MONDAY, FEBRUARY 28, 2000**

CALL TO ORDER: Councilman Mack called the meeting to order at 3 06 p m

ATTENDANCE: Michael Mack, City Councilman
Lawrence Weekly, City Councilman
Terri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management
Faye Trend, Neighborhood Services
Addah Mort-Smith, Neighborhood Services
Douglas Selby, Deputy City Manager

MINUTES:

The Minutes of the Regular meeting of February 14, 2000, were approved by reference
(3 07)
1-7

- 1 DISCUSSION AND POSSIBLE ACTION ON THE PURCHASE CONTRACT BETWEEN PRIORITY ONE COMMERCIAL OR NOMINEE AND DIANA SALING FOR REAL PROPERTY KNOWN AS PARCEL NUMBER 162-04-601-003, LOCATED ALONG MARTIN LUTHER KING, SOUTH OF CHARLESTON, NORTH OF OAKY, FOR THE FUTURE CONSTRUCTION OF A FIRE STATION (\$135,200 PLUS CLOSING COST/FIRE SERVICES CPF) (APPRAISED VALUE \$156,500)

David Roark, Manager of Real Estate & Asset Management, advised that this is the last parcel for a full service fire station. The parcel is being obtained for far less than the appraised value and Fire Services intends to break ground this year. Councilman Weekly confirmed with Mr. Roark that Fire Services held a town meeting with area residents at which staff answered questions. The neighborhood wholeheartedly supports this project. Councilman Weekly indicated that he is also very happy with the project.

There was no further discussion.

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

(3 07 - 3 09)
1-26

- 2 DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO APPLY FOR A LAND LEASE FOR FUTURE EXPANSION OF THE WATER POLLUTION CONTROL FACILITY AT THE SOUTHEAST CORNER OF DESERT INN ROAD AND HOLLYWOOD BOULEVARD WITH THE BUREAU OF LAND MANAGEMENT (BLM) (\$100 - REAL ESTATE & ASSET MANAGEMENT - RENTAL OF LAND)

David Roark, Manager of Real Estate & Asset Management, demonstrated on a map the land already owned and the land to be acquired for the Waste Water Facility. Given possible liability

REAL ESTATE COMMITTEE MEETING

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issues as well as technical and EPA changes, acquisition of this land should protect the City in taking care of waste water for the next 100 years into the future. Staff recommends approval Councilman Weekly indicated that he was very pleased to see the City being proactive rather than reactive

There was no further discussion

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

(3:09 - 3:12)

1-101

3. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO APPLY FOR A LAND LEASE FOR A PUBLIC SAFETY TRAINING CENTER NORTH OF THE CORNER OF CENTENNIAL PARKWAY AND GRAND CANYON DRIVE WITH THE BUREAU OF LAND MANAGEMENT (BLM) (\$100 - REAL ESTATE & ASSET MANAGEMENT - RENTAL OF LAND)

David Roark, Manager of Real Estate & Asset Management, demonstrated on a map the location of the land in connection with the beltway. He will attempt to obtain funding in the future to purchase land from the County which will not be used for the beltway to incorporate into this project. The net 44 acres will provide for a Fire training academy, full service fire station, indoor shooting range for the City Marshals and an administrative satellite office for Public Works. This will provide a tremendous savings by eliminating costly travel time and expense Staff recommends approval. Councilman Mack confirmed that the \$100 fee is to cover the cost of the considerable paperwork by BLM for the lease, but that a patent is issued after build out.

There was no further discussion

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

(3:12 - 3:15)

1-167

- 4 DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF A LEASE AGREEMENT BETWEEN CITY OF LAS VEGAS AND ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY FOR SUITE 36 AT THE LAS VEGAS BUSINESS CENTER (\$31,536.00 INCOMING REVENUE OVER 3 YEARS - NEIGHBORHOOD SERVICES - LAS VEGAS BUSINESS CENTER FUND)

Faye Trend, Neighborhood Services, explained that the Economic Opportunity Board of Clark County has requested additional language be incorporated and that staff is recommending that the item be stricken until the language can be reviewed by the City Attorney.

There was no further discussion.

Councilman Mack recommended that Item 4 be stricken. Councilman Weekly concurred.

(3:15 - 3:16)

1-280

REAL ESTATE COMMITTEE MEETING

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5 DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF FOURTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT BETWEEN CITY OF LAS VEGAS AND BABY DOODADS, INC.

Faye Trend, Neighborhood Services, explained that this business has grown and the tenant is ready to leave shared space for a private suite. Staff has submitted a new disclosure of principal statement for the record.

Al Gallego asked what type of business Baby Doodads is involved in. Ms Trend explained that it involves baby related items such as a baby bottle holder for children in strollers She will bring a sample to the Council meeting.

There was no further discussion.

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

(3:16 - 3:18)

1-305

6. DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF THIRD AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT BETWEEN CITY OF LAS VEGAS AND DEE'S VOCATIONAL AND REHABILITATION SERVICES

Faye Trend, Neighborhood Services, explained that this is another incubator business which has grown and the tenant is ready to leave shared space for a private suite. Councilman Weekly requested a description of the business. Ms. Trend responded that the supervisor of the incubator program is in training but that staff will provide a report on all the businesses

There was no further discussion.

Councilman Weekly recommended that Item 6 be forwarded to the Full Council with a "Do Pass" recommendation. Councilman Mack concurred.

(3:18 - 3:20)

1-370

7. DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF THIRD AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT BETWEEN CITY OF LAS VEGAS AND COUNSELING SERVICES PLUS

Faye Trend, Neighborhood Services, advised that this business has also grown to the point where the tenant is ready to leave shared space for a private suite. This is an individual who was previously with the County but decided to start out in business for herself. She confirmed for Councilman Mack that there is a waiting list for tenants to occupy the vacated shared space and repeated that staff will provide a full report on the incubator program. Councilman Mack indicated that he was very pleased to hear that there is a waiting list and that the program is so successful.

There was no further discussion.

REAL ESTATE COMMITTEE MEETING

February 28, 2000

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action on the purchase contract between Priority One Commercial or nominee and Diana Saling for real property known as parcel number 162-04-601-003, located along Martin Luther King, south of Charleston, north of Oakey, for the future construction of a fire station (\$135,200 plus closing cost/Fire Services CPF) (Appraised Value \$156,500)

Fiscal Impact

No Impact

Amount: \$135,200 plus closing cost

Budget Funds Available

Dept./Division: Fire Svs/Satellite Station 10

Augmentation Required

Funding Source: Fire Services CPF

PURPOSE/BACKGROUND:

For the past year, Real Estate & Asset Management and the Fire Department have been working on land acquisition for potential future fire stations. In December 1999, Council approved the purchase of two parcels situated adjacent to this property for use by the Fire Department. This purchase will finalize the land acquisition needed to build a full fire response facility, which will be known as Fire Station #10.

RECOMMENDATION:

Staff recommends approval and acceptance of the nominee position to title property to the City of Las Vegas.

BACKUP DOCUMENTATION:

1. Sales contract acceptance.
2. Assignment to City of Las Vegas.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 24th day of January, 2000 by and between JULIE COLLINS and/or nominee (hereinafter referred to as "Buyer") and DIANA L. SALING (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel of vacant land (the "Property") consisting of approximately .57 acres. The Property is located at 1408 S. Martin Luther King Blvd. Las Vegas NV 89102-2439. Plot Plan of the Property showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 162-04-601-003.

B. Seller has represented to Buyer that the Property is currently zoned R-I and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property.

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

1. Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

2. Purchase Price. The purchase price to be paid for both Property and the improvements thereon shall be **One Hundred Twenty-Six Thousand and no/100 Dollars (\$126,000.00)**, all cash. Said sum shall be paid as follows:

\$120 DS.
(a) Buyer shall deposit **Ten Thousand Dollars (\$10,000.00)** into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties.

(c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, **One Hundred Sixteen Thousand and no/100 Dollars (\$16,000.00)**.
twenty DS.

(d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest *20 DS.* within ~~two~~ (2) business days from date of notification. Should no such notice be

received, Buyer shall be deemed to have approved or waived any and all contingencies. Upon approval, waiver or no notice given of Buyer's intentions with regard to the contingencies, the Deposits shall be immediately released to Seller without any further instruction required of Buyer.

3. **Title to the Property.** Title conveyed is to be subject to encumbrances, easements, rights of way, restrictions, conditions and covenants of record as shown on a current preliminary title report with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have ten (10) working days following receipt of said report to approve the condition of title; provided that if written disapproval is not received by Seller within said period, buyer shall be deemed to have accepted the condition of the title. Seller agrees to deliver, at its expense, good and merchantable title as evidenced by an CLTA policy of title insurance. Buyer, at his option, may terminate this offer to purchase and his earnest money shall be returned if the Seller fails to deliver good and merchantable title as herein provided

4. **Disclosure of Conditions.** Buyer shall take title subject to declarations, covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, to be delivered to Buyer. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller within ten (10) working days of receipt by Buyer.

5. **Escrow.** The purchase and sale provided for herein shall be consummated through an escrow to be opened with Angie Galindo at United Title of Nevada, within three (3) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) to close escrow within Thirty(30) days from the expiration of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, Seller shall cause to be procured and delivered for Buyer's approval the Preliminary Title Report and copies of documents referred to in paragraph 3;

(c) Seller shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto, and all other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) real property taxes shall be prorated to close of escrow;

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

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

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

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

(a) Buyer's approval of the Preliminary Title Report, and all documents described within the Preliminary Title Report, issued by Angie Galindo at United Title of Nevada concerning the Property within ten (10) business days after Buyer's receipt of same from First American Title (see paragraph 3).

(b) The expiration or Buyer's written waiver of the ninety (90) days Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others which results from the Buyer's tests and investigations during the Contingency Period. Within ten (10) days following the escrow, Seller shall make available to Buyer or to Buyer's agents copies of any site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the subject property that may have been taken by if any, at the request of Buyer.

(c) The above contingencies in Paragraphs 6 (a) and (b) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any

reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

7. Offer Expiration. This offer will remain open for ten days from receipt of this offer, at time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein in on demand.

8. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4780 West Harmon, Suite 12, Las Vegas, NV 89103, who shall be paid through escrow a commission by ~~Seller~~ of 5% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker with Priority One Commercial. ~~Seller shall be responsible for any real estate sales commission due to any listing or other broker retained by Seller.~~ Buyer to pay commission D.S. X

9. Notices. Any and all notices, demands, or other communications required or desire to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: Diana L. Saling
72 Hillside Drive - New address 407 Great Marsh Rd.
Centerville, Mass. 82632 Centerville, MA. 02632
(508) 375-6426 - new phone
as of Monday 2-7-00 (Feb. 7) 508-771-2589

To Buyer or Assignee: Julie Collins
Priority One Commercial
4780 W. Harmon Ave., Suite 12
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156 fax

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

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

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

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

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

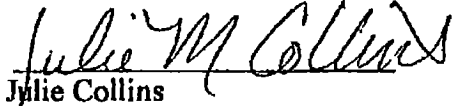
14. **Time of the Essence.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

15. **Buyer agrees to cooperate with Seller if Seller determines to undertake a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code.**

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

Date: 01/24/00 Time: 11:30 /pm

BUYER or ASSIGNEE:


Julie Collins

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: 2-4-00
Time
am/pm

SELLER:

Diana L. Saling

By: Diana L. Saling

Its: _____

By: _____

Its: _____

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

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action on authorizing staff to apply for a land lease for future expansion of the water pollution control facility at the southeast corner of Desert Inn Road and Hollywood Boulevard with the Bureau of Land Management (BLM) (\$100 - Real Estate & Asset Management - Rental of Land)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$100
<input checked="" type="checkbox"/>	Budget Funds Available	Dept./Division: Real Estate & Asset Management
<input type="checkbox"/>	Augmentation Required	Funding Source: Rental of Land

PURPOSE/BACKGROUND:

In an effort to secure a site for future City needs and capacity, City staff desires to make application for subject land on the far east side of the valley, near the current water pollution control facility. The application encompasses an area of approximately 240 acres.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. BLM application.

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

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

Date
2/14/2000Serial Number
(BLM use only)

Home phone (include area code)

Business phone (include area code)

1a. Applicant's name City of Las Vegas	b. Address (include zip code) 400 E. Stewart Ave. Las Vegas, NV 89101	(702) 229-6923
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2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
NW1/4 N1/2SW1/4	14	21s	62e	MDM

County of Clark	State of NV	Containing (acres) 240
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3a. This application is for Lease Purchase (If lease, indicate year)b Proposed use is Public Recreation Other Public Purposes

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

See attached Plan of Development

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p.1063.

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or Public purposes pursuant to the Recreation and Public purposes Act, consider this application as a petition for such classification.

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

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

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

GENERAL INSTRUCTIONS

APPROVED AS TO FORM:

Thomas R. Green
2-15-00 Date

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

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

- | Item | Item |
|---|---|
| 2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations. | blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project. |
| 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions. | d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities. |
| 4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum: | e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc. |
| a. A need for proposed development by citing population trends, shortage of facilities in area, etc. | f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc. |
| b. That the land will benefit an existing or definitely proposed public project authorized by proper authority. | g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan. |
| c. Type and general location of all proposed improvements, including public access (roads, trails, etc.). This showing may | 6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or |

APPLICATION FOR LAND
FOR
RECREATION AND PUBLIC PURPOSE

WATER POLLUTION
CONTROL FACILITY

CITY OF LAS VEGAS
LAS VEGAS, NEVADA
February 14, 2000

Legal Description

That parcel legally described as:

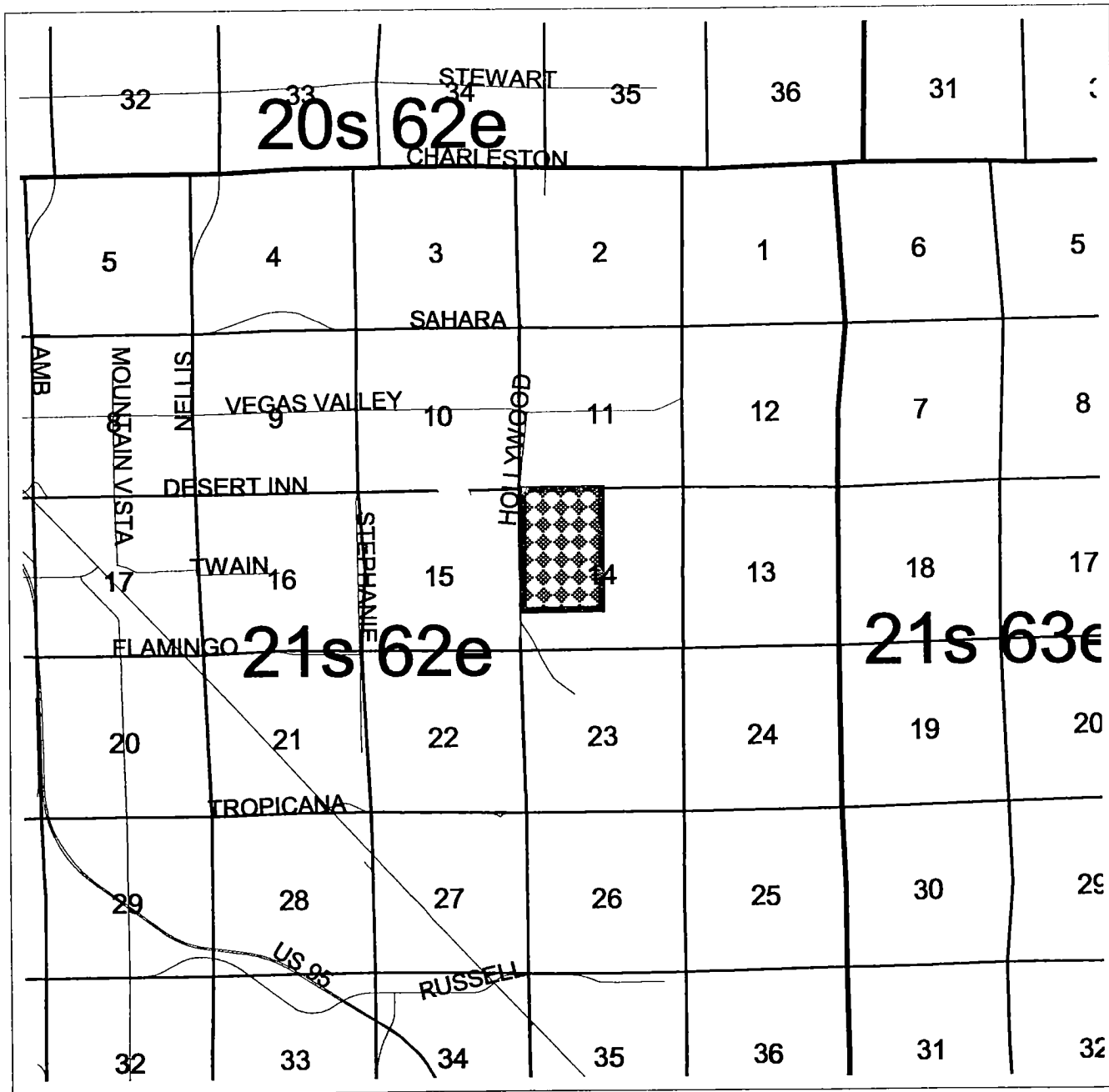
Mount Diablo Base & Meridian, Nevada
Township 21 South, Range 62 East,
Section 14:
the Northwest $\frac{1}{4}$ and
the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$
comprising 240 acres, more or less.

Save and excepting therefrom for Right-of-Way purposes:
any and all utility easements necessary to service the subject facility,
including but not limited to: Nevada Power, Las Vegas Valley Water
District, and Southwest Gas.






AUTHORIZATION

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

LOCATION MAP



Location Map

-  Major Streets
-  Selected Site
-  City of Las Vegas
-  Townships
-  Sections

Real Estate & Asset Management



1:63360



Date of Data: 1999/12/27

PLAN OF DEVELOPMENT

STATEMENT OF NEED

The City of Las Vegas is one of the fastest growing communities in the country. During the past eighteen years, from 1980 to 1998 the City's population has increased by an estimated 278,689. From the period from 1997 to 1998 the population increased by 58,086 citizens. This tremendous growth is expected to continue through the year 2005.

As the City of Las Vegas continues to grow, increased demands will be placed upon the City to provide for water and sewer services for existing and future residents. It is imperative for the City of Las Vegas to plan, acquire and develop future facilities and service sites in a timely manner, to ensure that they will be available when needed. The City intends on phasing in this water pollution control facility as the demand for its purpose increases. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of sewer treatment plant land acquisition.

It is intended that this project's location will be where the City's current treatment plant is located in addition to being one on the lowest places in the valley. The facility will include multiple buildings and features which are further detailed in the phasing schedule.

Phase I: 25 MGD Expansion of WPCF onto 240 Acres of Section 14

- A. Headworks
 - 1. Screening
 - 2. Grit Removal
 - 3. Chemical Addition
- B. Primary Sedimentation
 - 1. Primary Basins
 - 2. Gravity Sludge Thickeners
 - 3. Anaerobic Digesters
 - 4. Soil Beds for Odor Control (encompasses Headworks and Primary Area)
- C. Biological Nutrient Removal
 - 1. Anoxic/Aerobic Reactors.
 - 2. Secondary Sedimentation Basins
- D. Disinfection
 - 1. Chlorination
 - 2. Dechlorination
- E. Water Retention Basin Area
 - 1. Basin to Collect Water for Reuse Distribution and/or Alternative Discharge
 - 2. Pump Station for Alternate Discharge System
 - 3. Pump Station for Reuse Water Distribution
 - 4. This would be built to accommodate future expansion

Phase II: Support Facilities

- A. Cogeneration Facility
 - 1. Built to take advantage of methane gas production on site.
 - 2. Includes addition of maintenance shops to support expansion
- B. Administration, Operations, Lab Buildings

Phase III: 25 MGD Expansion

Replicates Phase I except Water Retention Basin

Further Expansions Can Be Accommodated on this Site.

_____ These could include treatment refinements required by more stringent Water Quality Standards such as Reverse Osmosis. These could also include capacity expansions to accommodate growth in the Valley.

MANAGEMENT PLAN

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

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

MAINTENANCE

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

FUNDING

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

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action to authorize staff to apply for a land lease for a Public Safety Training Center north of the corner of Centennial Parkway and Grand Canyon Drive with the Bureau of Land Management (BLM) (\$100 - Real Estate & Asset Management - Rental of Land)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$100
<input checked="" type="checkbox"/>	Budget Funds Available	Dept./Division: Real Estate & Asset Management
<input type="checkbox"/>	Augmentation Required	Funding Source: Rental of Land

PURPOSE/BACKGROUND:

In order to secure a site for the future personnel training needs of both Fire Services and the Marshall's office, City Staff desires to make application for 55 acres of land in the northwest area of the City at the north side of the corner of Centennial Parkway and Grand Canyon Drive, South of the proposed alignment of the future Beltway.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. BLM application

Form 2740-1
August 1994)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES**

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

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

Date 2/15/2000	Serial Number (BLM use only)
-------------------	---------------------------------

Home phone (include area code)

Business phone (include area code)

(702) 229-6923

1. a. Applicant's name

City of Las Vegas

b. Address (include zip code)

400 E. Stewart Ave.
Las Vegas, NV 89101

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

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
N2SE4SW4 Se4SE4SW4 E2SW4SE4SW4 S2SW4SE4	19	19s	60e	MDM

County of

Clark

State of

NV

Containing (acres)

55

3a. This application is for Lease Purchase (If lease, indicate year)b. Proposed use is Public Recreation Other Public Purposes

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

See attached Plan of Development

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p.1063.

5. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or Public purposes pursuant to the Recreation and Public purposes Act, consider this application as a petition for such classification.

(Continued on reverse)

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

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

Applicant's Signature

Date

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

GENERAL INSTRUCTIONS

APPROVED AS TO FORM:

Shirley R. Green
2-15-00 Date

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

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
 - 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
 4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*) This showing may
- a. blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
 - d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
 - e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
 - f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
 - g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or

APPLICATION FOR LAND
FOR
RECREATION AND PUBLIC PURPOSE

Public Safety Training Center

CITY OF LAS VEGAS
LAS VEGAS, NEVADA
February 15, 2000

Legal Description

That parcel legally described as

Mount Diablo Base & Meridian, Nevada

Township 19 South, Range 60 East,

Section 19:

the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$,

the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$,

the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and

the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$,

comprising 55 acres, more or less.

Save and excepting therefrom for Right-of-Way purposes:

the south 50 feet for Centennial Parkway,

any and all utility easements necessary to service the subject facility, including but not limited to: Nevada Power, Las Vegas Valley Water District, and Southwest Gas.

AUTHORIZATION







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

LOCATION MAP

SITE MAP

Site Map



-  Beltway
-  Street Centerline
-  Building Footprints
-  Selected Site
-  Parcels
-  Right of Way

Real Estate & Asset Management



1 6000



Date of Data: 1999/12/27

PLAN OF DEVELOPMENT

STATEMENT OF NEED

The City of Las Vegas is one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. During the past seventeen years, from 1980 to 1997 the City's population has increased by an estimated 220,603. This tremendous growth is expected to continue through the year 2007; and the City's population is expected to increase from the current 417,462 to an estimated 560,000.

As the City of Las Vegas continues to grow, increased demands are being placed upon the City to provide civic services, infrastructure, policing efforts, fire service, medical emergency response and neighborhood response for existing and future residents. By the same token, a great deal of this growth is occurring in the areas in and near the northwest areas of the City. It is imperative for the City of Las Vegas to plan, acquire and develop civic services sites and personal training centers in a timely manner, to ensure that these services will be available when needed. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of site acquisition.

It is intended that this project will provide a location where city service personal and equipment will be trained and serviced. The facility will include areas for an indoor shooting range, a high rise burn tower, a fire services drill yard, a wrecked automotive storage area, parade grounds, police and fire automotive training course, administration and classroom buildings.

FUNDING

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

MANAGEMENT PLAN

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

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

MAINTENANCE

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

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action on approval of a Lease Agreement between City of Las Vegas and Economic Opportunity Board of Clark County for Suite 36 at the Las Vegas Business Center (\$31,536.00 incoming revenue over 3 years - Neighborhood Services - Las Vegas Business Center Fund)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$31,536 incoming revenue/3 years
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Neighborhood Services/ Neighborhood Development
<input type="checkbox"/>	Augmentation Required	Funding Source: Las Vegas Business Center Fund

PURPOSE/BACKGROUND:

Three year lease with Economic Opportunity Board of Clark County to lease space to provide programs and services for clients

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Lease Agreement

LEASE AGREEMENT
LAS VEGAS BUSINESS CENTER

THIS LEASE AGREEMENT (hereinafter "Lease") entered into this ___ day of _____, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Economic Opportunity Board of Clark County, (hereinafter "Lessee")

WITNESSETH:

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

WHEREAS, Lessor desires to make space available at the Business Center for commercial, industrial and office operations that will enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, Lessor desires to make available to Lessee, by means of this Lease, certain space within the Business Center 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, this Lease is consistent with the purpose of the EDA grant and the CDBG grant.

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

1. LEASE OF PREMISES

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 36. Each suite (hereinafter the "Premises") consists of approximately 1,200 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.

2. TERM

Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on _____ 1, 2000 (the "Commencement Date") and shall end on _____, 2003.

3. NON-RELOCATION

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 not be leased to a company which has relocated its facility from one commuting area to another. Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the Business Center. Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Lessor, on a form provided by Lessor, a properly executed "Employer's Certificate of Nonrelocation".

This condition does not apply to businesses which:

- (i) relocated to the area prior to the date of the applicant's application for lease;
- (ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;
- (iii) will expand employment in the Las Vegas Valley 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 Las Vegas Valley 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)).

4. EMPLOYMENT

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

- A. In order for Lessee to comply with the requirements of subsection A of this Section 4, Lessee either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Lease 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. Lessee may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by Lessor as being capable of identifying and placing eligible persons, such as Nevada Business Services. Lessee may fulfill its obligation under subsection A of this Section 4 by complying with alternative job creation plans that may be adopted and approved by Lessor and the federal funding agencies described in said subsection.

- B. 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.
- C. Lessee agrees to repay to Lessor any costs which may be disallowed by Lessor or the United States Government in connection with Lessee's failure to comply with the provisions of this Section 4.

5. CONDITION OF PREMISES

The Premises are leased to Lessee on an "as-is" basis, except that Lessor warrants that the building complies with applicable building-related codes. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist. However, Lessee shall be entitled any warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the Lessor of the Business Center.

6. OPTION TO RENEW

Lessor agrees that Lessee may renew this Lease for an additional period of 3 years in accordance with the terms and conditions contained in this Lease, but subject to the following conditions:

- A. In order to exercise the option, Lessee must first provide Lessor at least 120 days prior written notice of its intent to renew;
- B. The minimum monthly rent may include up to five (5) percent increase or the Consumer Price Index for the previous year, whichever is less, but in no event shall any annual increase exceed \$.10 per square foot. The lease renewal shall be renegotiated within the 120-day period immediately preceding the end of the Lease term. The parties may propose the renegotiation of other terms and conditions for the renewal period; and
- C. Lessor shall be under no obligation to honor the option if Lessee is in default of any covenant, obligation or condition of this Lease.

7. MINIMUM RENT

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 Forty Dollars and No/Hundredths (\$840.00) in advance, calculated at Eighty Cents (\$.80) per square foot for the 400 square foot office area and Sixty-five Cents (\$.65) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the first year of the Lease. Lessee agrees to pay the sum of Eight Hundred Seventy-six Dollars and No/Hundredths (\$876.00), calculated at Eighty-three Cents (\$.83) per square foot for the 400 square foot office area and Sixty-eight Cents (\$.68) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the second year of the Lease. Lessee agrees to pay the sum of Nine Hundred Twelve Dollars and No/Hundredths (\$912.00), calculated at Eighty-six Cents (\$.86) per square foot for the 400 square foot office area and Seventy-one Cents (\$.71) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the third year of the Lease.

Lessee agrees to pay Lessor, on _____, 2000, 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 Lessee to Lessor 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, Lessee shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to Lessor, as additional rent, together with Lessee's next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this Lease, the minimum shall be adjusted based upon the agreed rate per square foot in the relevant year. Such adjustment shall not be effective until the Lessor has provided Lessee at least thirty (30) days' written notice thereof.

8. RENT DEFINED

The terms "rent" and "rental" as used in this Lease means the minimum rent as described in Section 7, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Lessee and any and all other sums, no matter how designated, that are required to be paid by Lessee under this Lease.

9. LATE CHARGES

In the event Lessee is delinquent in the payment of rent after the tenth day of the month, there shall be added to the rent a late charge of \$10.00.

10. SECURITY DEPOSIT

On or before the Commencement Date, Lessee agrees to deposit with Lessor, in addition to the sum specified in Section 7, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.) as a security deposit for the performance by Lessee of all the covenants, terms and conditions that it is required to perform hereunder. After the Commencement Date, if Lessee fails to pay rent or perform any other obligation, covenant, term or condition that it is required to perform under this Lease, Lessor may use, apply or retain all or any part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Lessor may spend or become obligated to spend to cure Lessee's default. If any portion of the security deposit is so used or applied, Lessee shall deposit with Lessor, within fifteen (15) days after receipt of written demand therefor along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Lessee's part to do so shall constitute a material breach. Lessor shall be entitled to commingle the security deposit with its own funds and Lessee shall not be entitled to interest on the security deposit. If Lessee faithfully performs its obligations under this Lease and returns the Premises to Lessor in the same condition they were in at the commencement of this Lease, ordinary wear and tear excepted, Lessor shall return the security deposit (or such portion thereof as remains) to Lessee within fifteen (15) days.

11. USE OF PREMISES

Lessee agrees to use the Premises solely for the purpose of conducting its business, which is expressly limited to programs and services for Lessee clients. Except as expressly consented to in writing by Lessor, Lessee 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, Lessee 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.

12. LAWS, WASTE, NUISANCE

Lessee 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 Lease;
- 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

Lessor 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. Lessor shall endeavor to do so with a minimum of disruption to Lessee's rights under this Lease. This Section does not diminish Lessee's right to seek any remedy available at law or in equity for injury or damage that Lessee may suffer because of Lessor's alteration of the interior of the Premises.

14. MAINTENANCE OBLIGATIONS

Lessee, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating, plumbing pipes and fixtures, sewage facilities, electrical wiring, conduits and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting as reasonably determined necessary by Lessor.

If Lessee refuses or neglects to perform maintenance or repair as required hereunder to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs. Upon completion of any such repairs, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefor. Failure of Lessee to do so shall constitute a default by Lessee hereunder.

Lessor 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 Lessor to the building in which the Premises are located. If Lessor is required to make structural repairs by reason of Lessee's negligent act or omission, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefor. Failure of Lessee to do so shall constitute a default by Lessee hereunder. Lessor's obligation of repair as provided for herein is expressly conditioned upon Lessor's receipt of written notice, given in the manner set forth in Section 42,

of the need for such repair. Lessor shall have no liability to Lessee based upon Lessor's failure to repair in the absence of the notice hereby required to be given.

15. ALTERATIONS

Lessee 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 Lessor's written approval. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought. In the event Lessor consents to the making of any alterations, additions or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee'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, Lessee 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 Lessor unless Lessor otherwise elects at the end of the term hereof.

16. UTILITIES

Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption in or upon the Premises for heat, gas, electricity or other utility services, including telephone repair and monthly telephone bills. Lessor shall pay for and be responsible for the supply of water, sewer, and trash removal to the Premises and for utilities supplied to common areas. Lessor 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 Lessor's negligence. Lessee 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 Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications previously approved in writing by Lessor.

17. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Lease, Lessee 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 Lessor. Lessor 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 lessees, 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. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor 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 Lessee unless notice thereof is first provided to Lessee.

18. TAXES

Subject to applicable exemptions from tax, Lessee 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.

19. RESPONSIBILITY AND LIABILITY

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

20. INSURANCE

Lessee agrees to procure and maintain, at its sole cost and expense and during the term of this Lease and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of Lessee'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.

Lessee agrees that Lessor shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 18. Lessee further agrees to deliver to Lessor evidence of the coverages required herein no later than 30 days after the Commencement Date. 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 Lessor at least 30 days' written notice.

21. ACCESS TO PREMISES

Lessor 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. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and lessees, and to make such repairs, additions, alterations or improvements as Lessor may deem desirable. During

the four (4) months prior to the expiration of this Lease or of any renewal term, Lessor may place upon the Premises signs indicating the availability of the Premises for lease or sale, which Lessee shall permit to remain thereon.

Lessor may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor 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 Lessee from the Leased Premises or any portion thereof.

22. SURRENDER OF PREMISES

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

23. HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at a negotiated rate and shall otherwise be on terms herein specified so far as possible.

24. SALE OF BUSINESS CENTER

Lessor 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), Lessor must include, as part of the documents transferring its interest, a provision obligating its successor to honor Lessor's obligations under this Lease.

25. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee'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 Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be

made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section 25 shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

26. DAMAGE OR DESTRUCTION

- A. Lessee shall give prompt notice to Lessor 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, Lessor shall repair such damage at its cost, subject to Lessor'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 Lessee 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 Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor 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 Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Lease is not canceled and Lessor elects to repair and rebuild, this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.
- D. If any damage referred to in this Section 26 is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

27 LIENS AND ENCUMBRANCES

Lessee 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 Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee 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 Lease.

28. ASSIGNMENT AND SUBLETTING

Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. In accordance with 13 C.F.R. Part 314, Lessee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Lease, 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 Lessor's consent shall be voidable by Lessor and shall constitute a default hereunder which, at the option of Lessor, shall result in the termination of this Lease or the exercise of Lessor'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 Lessee.

29. DEFAULT BY LESSOR

In the event Lessor fails to fulfill any obligation under this Lease, Lessee shall, before exercising any right or remedy available to it, give Lessor written notice of the claimed breach, default or noncompliance, which Lessor shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 31, if Lessor fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Lessee of the need therefor, Lessee may exercise any right or remedy available to it under Nevada law.

30. DEFAULT BY LESSEE

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

- 1) Lessee's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
- 2) Lessee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Lessee by Lessor.
- 3) The falsification by Lessee or its agents of any document required to be furnished to Lessor hereunder.

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

- 1) Terminate this Lease by written notice to Lessee. In the event of such termination, Lessee agrees to immediately surrender possession of the Premises.
- 2) Seek damages and any other remedy available under Nevada law.

31. GOVERNING LAW

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

32. NO PARTNERSHIP

Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

33. 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.

34. NO WAIVER

Failure of Lessor 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 Lease shall be deemed to have been waived by Lessor unless such waiver is in writing.

35. PARTIAL INVALIDITY

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease 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 Lease shall be valid and enforceable to the fullest extent permitted by Law.

36. BROKER'S COMMISSIONS

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

37. 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 Lessor of the Business Center, the Premises or this Lease, Lessor 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 Lessor's successor in interest. The preceding sentence applies only if Lessor's successor-in-interest is required by the transfer documents to honor Lessor's obligations under this Lease.

38. NON-DISCRIMINATION

Lessor and Lessee 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. Lessee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Lessor, 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 Lessee's civil rights posture and practices. Lessor agrees to provide Lessee with any forms that Lessee may be required to furnish hereunder.

39 ENTIRE AGREEMENT

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

40. SUBMISSION OF THIS LEASE

Submission of this Lease for examination by Lessee does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Lessor to Lessee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Lease, 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.

41. AUTHORITY OF SIGNATORIES

Each signatory to this Lease 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 Lease is binding upon said entity in accordance with its terms.

42. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease 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 Lessor: City of Las Vegas
Attn: City Manager, c/o Sharon Segerblom, Director
Neighborhood Services Department
400 East Stewart Avenue, Las Vegas, Nevada 89101

If to the Lessee: Marcia Rose Walker, Executive Director
Economic Opportunity Board
2228 Comstock Drive, Las Vegas NV 89030

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

43. EDA APPROVAL OR WAIVER THEREOF

This Lease 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 Lease shall be as set forth herein.

44. APPROVAL OR CONSENT BY LESSOR

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

45. DISCLOSURE OF PRINCIPALS

Lessee represents and warrants that there are no principals or owners of Lessee's company, except as disclosed in Exhibit B. Certification Regarding Disclosure of Principals, as signed and attached hereto.

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

CITY OF LAS VEGAS

By _____

OSCAR B. GOODMAN, Mayor

"LESSOR"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM J. Pombello
2/10/00

ECONOMIC OPPORTUNITY BOARD

By _____

MARCIA ROSE WALKER, Executive Director

"LESSEE"

EXHIBIT "A"

1951 Stella Lake Street,
Las Vegas NV 89106

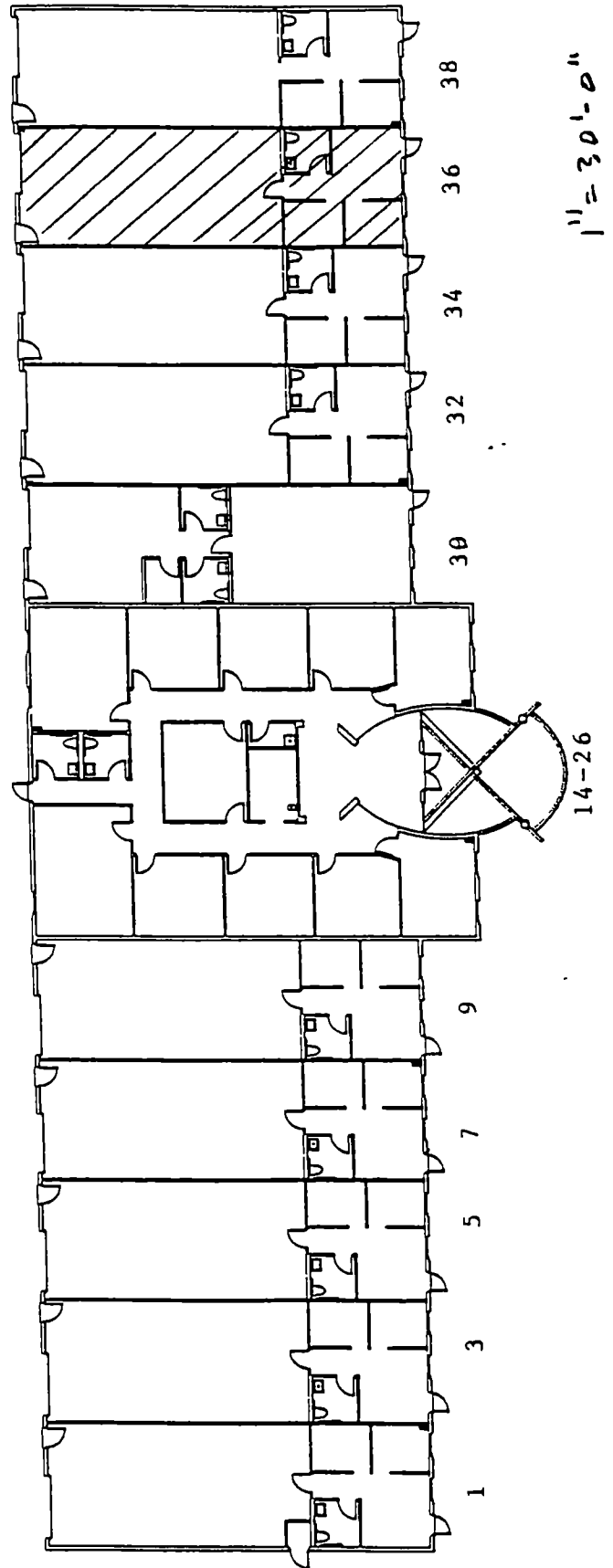


Exhibit B
Certification Regarding Disclosure of Principals

The principals and partners of Economic Opportunity Board of Clark County and all persons and entities holding more than a 1% interest in Economic Opportunity Board of Clark County or any principal of Economic Opportunity Board of Clark County are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	<u>Economic Opportunity Board</u>	<u>1951 Stella Lake St., S#36,LV 89106</u>	<u>647-6639</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

I certify, under penalty of perjury, that the information set forth above is true and correct and the foregoing list is full and complete.

Economic Opportunity Board of Clark County

 Marcia Rose Walker, Executive Director

ATTEST.

 Peggy Proestos or Shirley Warmouth, Staff
 Neighborhood Services Department

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action on approval of Fourth Amendment to Lease and Management Agreement between City of Las Vegas and Baby Doodads, Inc.

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Tenant is moving from shared space to private office. No fiscal impact.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Fourth Amendment to Lease and Management Agreement

**FOURTH AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS FOURTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ___ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and BABY DOODADS, INC. ("Tenant")

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated February 1, 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;

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 Sentence 1 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 14, Las Vegas, Nevada. Exhibit "A" attached.

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourth 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. Pombal 2/7/00
Date

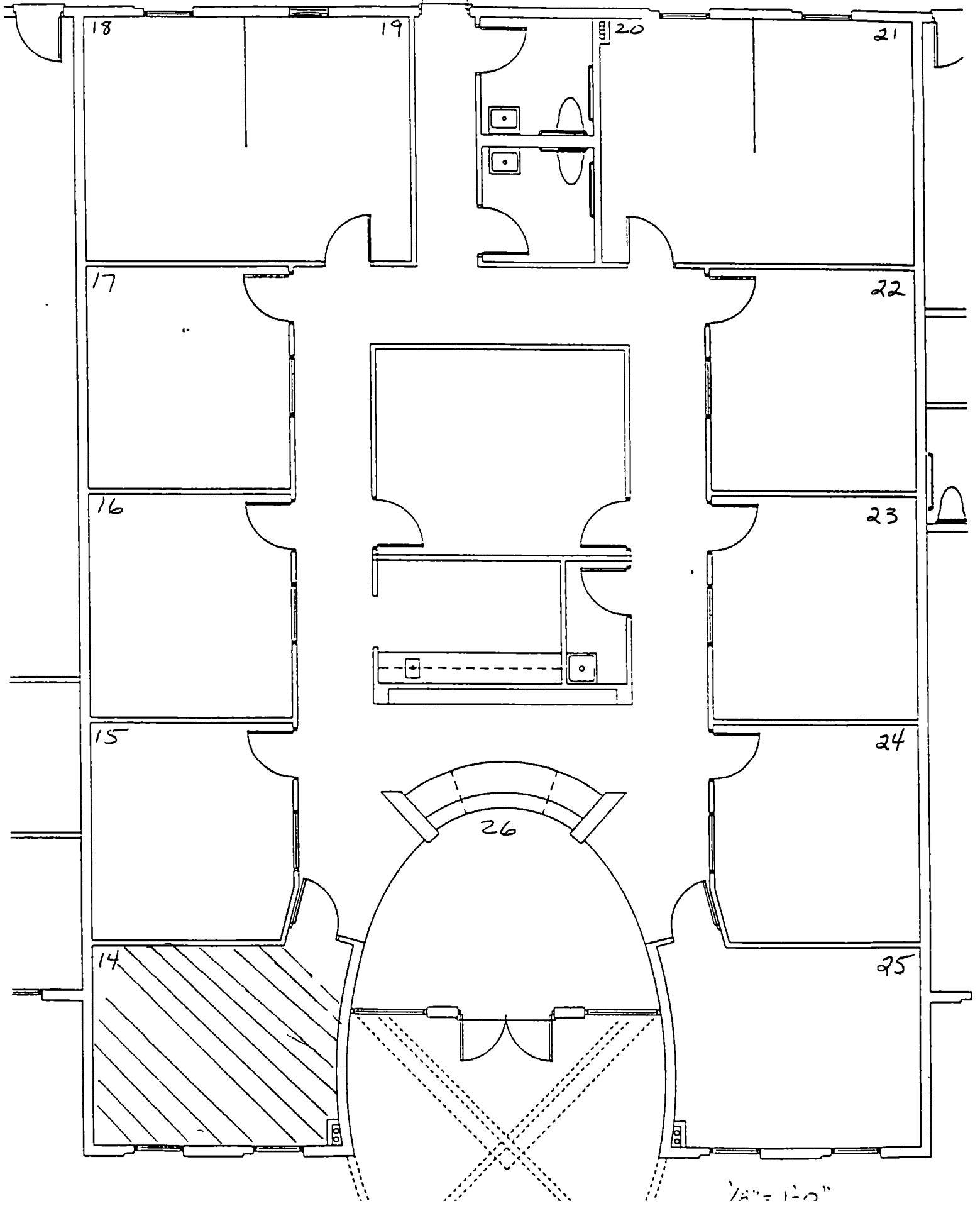
APPROVED BY CITY COUNCIL

Date

BABY DOODADS, INC.

By: Linda Martinelli
Linda Martinelli, President

EXHIBIT "A"
1951 STELLA LAKE STREET, SUITE 14
LAS VEGAS, NEVADA 89106



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action on approval of Third Amendment to Lease and Management Agreement between City of Las Vegas and Dee's Vocational and Rehabilitation Services

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Tenant is moving from shared space to private office. No fiscal impact.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Third Amendment to Lease and Management Agreement

**THIRD AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS THIRD AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ___ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and DEE'S VOCATIONAL AND REHABILITATION SERVICES ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated August 1, 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;

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 Sentence 1 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 25, Las Vegas, Nevada. Exhibit "A" attached.

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Third 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. Porticello 2/7/00
Date

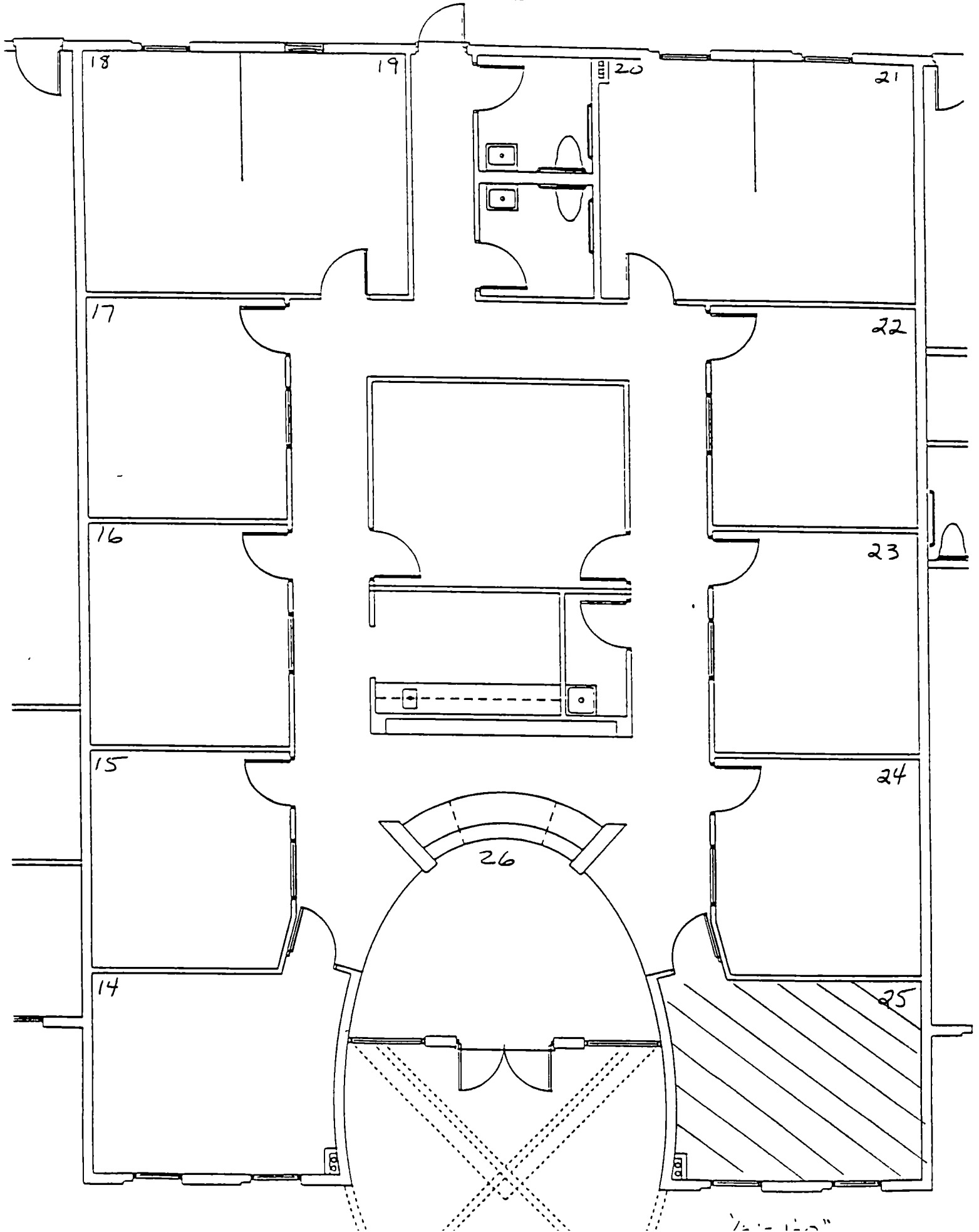
APPROVED BY CITY COUNCIL

Date

DEE'S VOCATIONAL AND REHABILITATIONAL SERVICES

By: Doloris Wallace Douglas
Doloris Wallace Douglas, Owner

S VEGAS BUSINESS CENTER
951 Stella Lake St.
"Exhibit A"



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE OF: FEBRUARY 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Mack

Discussion and possible action on approval of Third Amendment to Lease and Management Agreement between City of Las Vegas and Counseling Services Plus

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Tenant is moving from shared space to private office. No fiscal impact.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Third Amendment to Lease and Management Agreement

**THIRD AMENDMENT TO
Lease and Management Agreement
Las Vegas Business Center**

THIS THIRD AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this ___ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and COUNSELING SERVICES PLUS ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated August 1, 1999, for the lease of certain Premises at the Las Vegas Business Center;

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 Sentence 1 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 22, Las Vegas, Nevada. Exhibit "A" attached.

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Third 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. Portello 2/7/00
Date

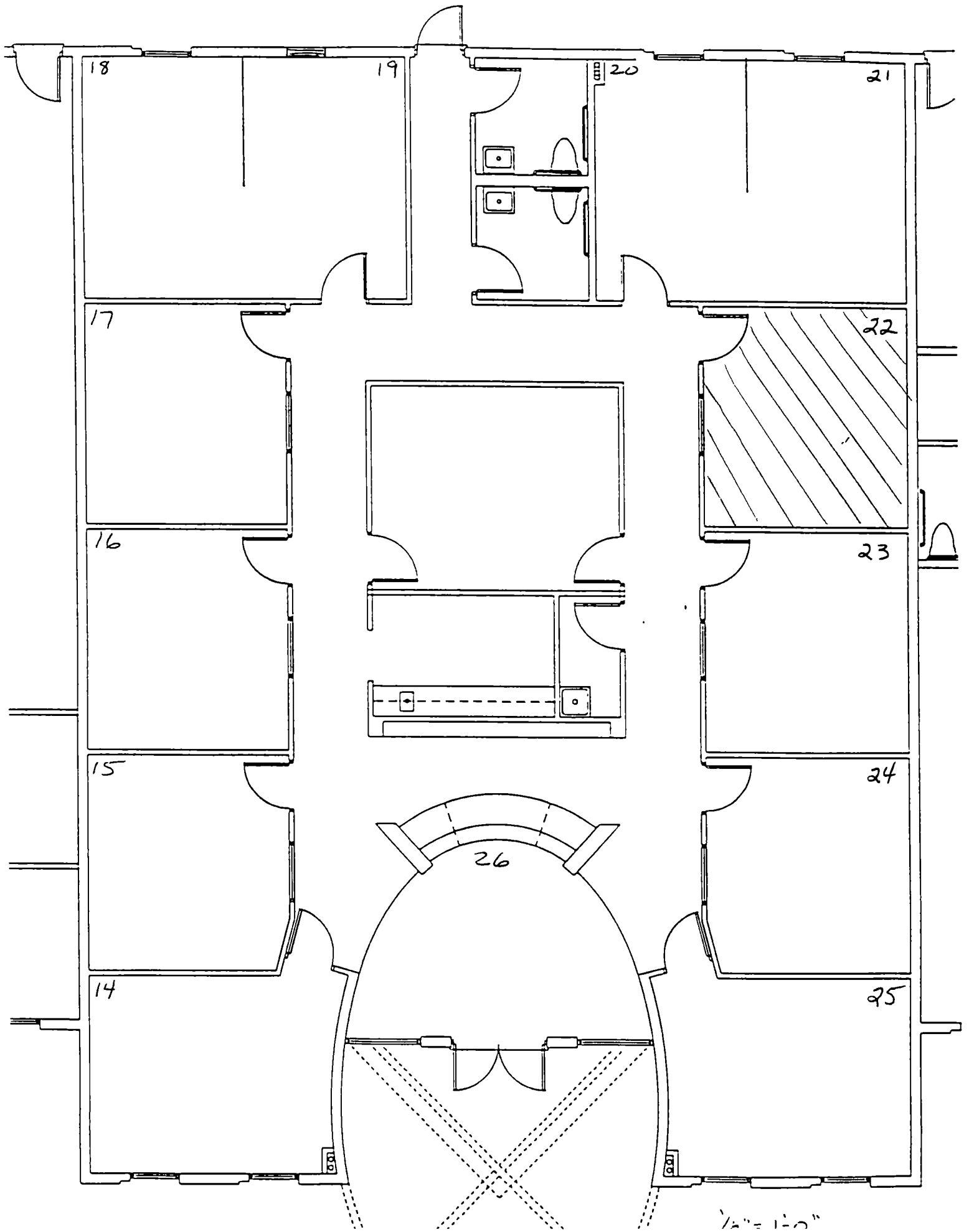
APPROVED BY CITY COUNCIL

Date

COUNSELING SERVICES PLUS

By: Penny A. Jackson
Penny A. Jackson, President

EXHIBIT "A"
STELLA LAKE STREET, SUITE 22
LAS VEGAS, NEVADA 89106



M. R/E Consultant [30], 28 FEB '10 -

M. 720 So. Cass St. Chgo.

AS I STATED PREVIOUSLY, AND PARTICULARLY ^{APPLICABLE TO} A REGION PREDOMINATED BY THE CASINO GAMING INDUSTRY, COMMUNITY REDEVELOPMENT COMPRISED OF AN ARMY OF LIMITED INCREMENTAL 'PROJECTS' CANNOT AND WILL NOT SUCCEED, BECAUSE COMMUNITY DEVELOPMENT CAN ONLY SUCCEED AS A COHERENTLY MASTER-PLANNED AND COMPREHENSIVELY INTEGRALIZED, DYNAMICALLY EVOLVING 'PROCESS', FRONTALLY AND PHASALLY ENJOINING IN CONTINUUM, -- WHICH IS WHY FULL SCALE DEVELOPMENT OF THE UPRR PROPERTY AS A GENUINE 'COMMUNITY OF INTERESTS', INCLUDING BUT NOT LIMITED TO A SPORTS ARENA AND A PERFORMING ARTS CENTER, IS IMPERATIVE TO THE SUCCESSFUL DEVELOPMENT OF THE CENTRAL WESTSIDE ^{COMMUNITY}, THE CENTRAL DOWNTOWN ^{COMMUNITY} SECTION, THE EASTSIDE COMMUNITY, AND THE MAJOR ARTERIAL COMMERCIAL CORRIDORS. -- (NOT THE CENTRAL WESTSIDE COMMUNITY IS NOT MENTIONED ANYWHERE IN THE CURRENT PROSPECTUS) --

FURTHERMORE, IT IS IMPORTANT TO RECOGNIZE THAT AN ARTS COMMUNITY ^{IN LAS VEGAS, NEVADA} DEVELOPMENT, WILL REQUIRE SUBSTANTIAL PUBLIC SUBSIDY, IS MASSIVE RISK-INHERENT ON MULTIPLE GROUNDS, AND PROVIDES NO INHERENT GUARANTEE OF EITHER INCREASED EMPLOYMENT OPPORTUNITIES WITHIN THE ARTS COMMUNITY, OR OF AN INFLUX OF HIGH-EMPLOYMENT ^{VOLUME} ALTERNATIVE BUSINESS ACTIVITIES EITHER DOWNTOWN OR ELSEWHERE CITY-WIDE.

THERE IS A UNIQUELY CREATIVE WAY TO ENSURE THE VIABILITY OF AN ARTS COMMUNITY, AND NEVERTHELESS, EACH AND ALL OF YOUR EXPRESSED GOALS ARE READILY ATTAINABLE, -- BUT SOLELY IN THE INSTANCE OF A SUPERIOR-VISION-BASED COMPREHENSIVE MASTER PLAN FOR COMMUNITY DEVELOPMENT ON AN UNPRECEDENTED SCALE, IN THE SPIRIT OF GENUINE COMMUNITY, AND COUPLED WITH A Meticulously SUB-DELINEATED AND ENSURED EFFECTIVE BUSINESS PLAN.

AND, IF YOU'RE SERIOUSLY INTERESTED IN KNOWING HOW BEST TO ACHIEVE THAT WORTHWHILE GOAL, -- YOU HAVE ONLY TO ASK.

Thank you. / ~

(P. 2.)

2/28/10