City of Las Vegas

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

REAL ESTATE COMMITTEE – COUNCILMEN MACK AND WEEKLY

CALL TO ORDER.

ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW

MINUTES Approval of the Minutes of the meeting of August 14, 2000.

NEW BUSINESS

1 Discussion and possible action on a Lease and Management Agreement between the City of Las Vegas and AmeriDream Inc., in the Incubator Program at the Las Vegas Business Center ($14,400 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

2 Discussion and possible action on a Lease and Management Agreement between the City of Las Vegas and Black Magic Pest Control in the Incubator Program at the Las Vegas Business Center ($14,400 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

3 Discussion and possible action on a Lease and Management Agreement between the City of Las Vegas and The Business Connection in the Incubator Program at the Las Vegas Business Center ($14,400 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

4 Discussion and possible action on a Lease Agreement between the City of Las Vegas and K C Enterprises at the Las Vegas Business Center ($20,952 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

5 Discussion and possible action on a Lease Agreement with the Neon Museum for a parcel of City-owned land (approximately 1 14 acres), located at the southwest corner of McWilliams Avenue and Encanto Drive, known as parcel number 139-27-812-043, for the storage of neon signs - Ward 5 (Weekly)

6 Discussion and possible action on entering into negotiations with the Andre Agassi Charitable Foundation for a lease agreement for approximately 7.5 acres of land located in the vicinity of Lake Mead, Lexington, and J Street, for the purpose of constructing a Charter School - Ward 5 (Weekly)

7. Discussion and possible action on a Letter of Agreement with Southern Nevada Paving, for the temporary use of land located at the northwest corner of Westcliff Drive and Rock Springs Drive (City has an application on file with the Bureau of Land Management) for use as a temporary staging area in the amount of $200 a month (approximately $600 revenue/General Fund) - Ward 2 (L B McDonald)

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

110

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **22nd** day of **August, 2000**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the **28th** day of **August, 2000** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Eva Cotton

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

22nd day of August, 2000

Beverly K Bridges
NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No 93-4081-1 My Appointment Expires July 25, 2001

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **23rd** day of **August, 2000**, at the hour of **8:30 a.m.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **28th** day of **May, 2000** at **3:00 p.m.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

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

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

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

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

Eva Cotton
Signature

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 23rd day of August, 2000

Beverly K. Bridges
NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K BRIDGES
No 93-4081 1
My Appointment Expires July 25, 2001

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

CALL TO ORDER: Councilman Mack called the meeting to order at 3 07 p m

ATTENDANCE:
Michael Mack, City Councilman
Lawrence Weekly, City Councilman
Steve Houchens, Deputy City Manager
Terri Ponticello, Deputy City Attorney
David Roark, Manager, Real Estate & Asset Management
Sue Prescott, Neighborhood Services

MINUTES:
The Minutes of the Regular meeting of August 14, 2000, were approved by reference

(3 07)
1-11

1 DISCUSSION AND POSSIBLE ACTION ON A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND AMERIDREAM INC., IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER ($14,400 REVENUE 24 MONTHS- LAS VEGAS BUSINESS CENTER OPERATIONS FUND) – WARD 5 (WEEKLY)

Sue Prescott, Neighborhood Services, indicated that staff recommends approval She described the business and the length of the lease, as indicated in the Purpose/Background of the Agenda Summary Page for this item

No one appeared in opposition

There was no further discussion

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

(3 07 - 3 09)
1-17

2 DISCUSSION AND POSSIBLE ACTION ON A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND BLACK MAGIC PEST CONTROL IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER ($14, 400 REVENUE 24 MONTHS – LAS VEGAS BUSINESS CENTER OPERATIONS FUND) – WARD 5 (WEEKLY)

Sue Prescott, Neighborhood Services, indicated that staff recommends approval She described the business and the length of the lease, as indicated in the Purpose/Background of the Agenda Summary Page for this item The company will be prohibited from storing pesticides in the offices

No one appeared in opposition

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 10)

1-59

3 DISCUSSION AND POSSIBLE ACTION ON A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE BUSINESS CONNECTION IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER ($14, 400 REVENUE 24 MONTHS – LAS VEGAS BUSINESS CENTER OPERATIONS FUND) – WARD 5 (WEEKLY)

Sue Prescott, Neighborhood Services, indicated that staff recommends approval. She described the business, as indicated in the Purpose/Background of the Agenda Summary Page for this item.

No one appeared in opposition

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.

(3.10)

1-84

4. DISCUSSION AND POSSIBLE ACTION ON A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND K C ENTERPRISES AT THE LAS VEGAS BUSINESS CENTER ($20,952 REVENUE 24 MONTHS – LAS VEGAS BUSINESS CENTER OPERATIONS FUND) – WARD 5 (WEEKLY)

Sue Prescott, Neighborhood Services, indicated that staff recommends approval She described the business, as indicated in the Purpose/Background of the Agenda Summary Page for this item.

No one appeared in opposition

There was no further discussion

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

(3.10 – 3 11)

1-110

5 DISCUSSION AND POSSIBLE ACTION ON A LEASE AGREEMENT WITH THE NEON MUSEUM FOR A PARCEL OF CITY-OWNED LAND (APPROXIMATELY 1 14 ACRES), LOCATED AT THE SOUTHWEST CORNER OF McWILLIAMS AVENUE AND ENCANTO DRIVE, KNOWN AS PARCEL NUMBER 139-27-812-043, FOR THE STORAGE OF NEON SIGNS – WARD 5 (WEEKLY)

Dave Roark, Real Estate and Asset Management, stated that staff obtained the Council's permission in February to commence negotiations, which resulted in a temporary contract for the provisional storage of some signs. The subject lease agreement is for the property located behind LA Clothing, with a term of 25 years that could be reduced to 10 years if the Neon Museum does not obtain full funding for the project. A design plan is required and is subject to the City's approval Dust abatement must be performed prior to commencement of development, and insurance standards are included in the agreement He recommended approval

Dedee Nave, member of the Neon Museum Board of Trustees, encouraged the Recommending Committee to recommend approval of the subject lease agreement She updated that the architectural design process has started through secure pro bono services from Friedmutter and Associates. If all goes as planned, including the fundraising, it is anticipated that the groundbreaking will take place in a year to a year and a half, much before the five years stipulated in the lease. An Architectural Design Advisory Committee was formed with some current members from the Neon Museum Board and members of the community, based on their from expertise and interests

Councilman Mack requested that Ms Nave express his appreciation to Mr Friedmutter for his pro bono work He is a very community-minded individual

Deputy City Manager Houchens commented that the City is very excited about having the Neon Museum at the subject site, for it is consistent with the whole cultural corridor concept on Las Vegas Boulevard He clarified that the lease agreement involves the storage and display of neon signs

Councilman Weekly requested the status of the fundraising phase Ms. Nave replied that fundraising is just starting. The Neon Museum is trying to hire a development director to obtain grant funds to assist with a large annual fundraiser to develop the "boneyard "

Councilman Weekly asked if the Neon Board is in concurrence with the term of the lease agreement Ms Nave responded in the affirmative She stated that the lease allows five years, but they actually expect to break ground within a year to a year and a half Groundbreaking will not occur unless the money is lined up

No one appeared in opposition

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 11 – 3 16)
1-130

6 DISCUSSION AND POSSIBLE ACTION ON ENTERING INTO NEGOTIATIONS WITH THE ANDRE AGASSI CHARITABLE FOUNDATION FOR A LEASE AGREEMENT FOR APPROXIMATELY 7.5 ACRES OF LAND LOCATED IN THE VICINITY OF LAKE MEAD, LEXINGTON, AND J STREET, FOR THE PURPOSE OF CONSTRUCTING A CHARTER SCHOOL – WARD 5 (WEEKLY)

Dave Roark, Manager, Real Estate and Asset Manager, indicated that the Agassi Foundation expressed an interest, via letter, to enter into negotiations with the City of Las Vegas for a possible long-term lease to place a Charter School at the subject site He requested authorization to enter into negotiations and stated that staff is recommending approval

Councilman Weekly commended staff members Mr Roark, John McNellis, Deputy Director, Public Works Department, and Dr. Barbara Jackson, Director, Leisure Services Department, for all their hard work on this matter that brought so many issues that needed discussion Sharon

Segerblom, Director, Neighborhood Services Department, and her staff were also very instrumental in identifying this parcel when the Catholic Diocese could not come through. The project first came about when he worked for Councilman Reese as his liaison, and he fully supports it because it will be a fantastic addition to the surrounding community. Some people have expressed concern because they see it as the City giving away the property for nothing in exchange However, the land will be leased to the Agassi Foundation in exchange for a lifetime of education for children that would not otherwise receive an opportunity to obtain this type of education The project intended is an educational/recreational corridor, and, with Dr Jackson's expertise, that should pan out just fine He noted that he had the opportunity to meet with Chris Ferdinand, Global Marketing Director for Nike, who is looking into a meeting with the National Board of Directors to discuss Nike's part in this project

This is a fantastic project that he will feel proud of long after his tenure with the City Council To be a part of a project that will help educate children makes him feel very proud

Councilman Mack shared Councilman Weekly's excitement and was happy to see education being stressed in this area The joint uses will greatly benefit the residents Councilman Weekly interjected that the Palo Verde and Community College of Southern Nevada project is a great example of joint uses The youth can no longer complain about having nothing to do in this town Staff is also looking at upgrades for the Doolittle Community Center He wishes Andre Agassi the best of luck in his tennis career, because when he wins, the community wins too because he gives so much to this community

No one appeared in opposition

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 16 – 3 22)
1-281

7 DISCUSSION AND POSSIBLE ACTION ON A LETTER OF AGREEMENT WITH SOUTHERN NEVADA PAVING, FOR THE TEMPORARY USE OF LAND LOCATED AT THE NORTHWEST CORNER OF WESTCLIFF DRIVE AND ROCK SPRINGS DRIVE (CITY HAS AN APPLICATION ON FILE WITH THE BUREAU OF LAND MANAGEMENT) FOR USE AS A TEMPORARY STAGING AREA IN THE AMOUNT OF $200 A MONTH (APPROXIMATELY $600 REVENUE/GENERAL FUND) – WARD 2 (L B McDONALD)

Dave Roark, Manager, Real Estate and Asset Management, stated the Letter of Agreement is to allow Southern Nevada Paving the temporary storage of equipment The construction company wants to use less than one-half acre, but the City is permitting the use of up to one acre for a monthly fee of $200 until November 1, 2000, with an extension, if needed, of up to two months Insurance will be required

Councilman Mack confirmed with Mr Roark that it is the City's standard to require insurance in the amount of $1 million and an aggregate of up to $2 million for any type of lease

Tom McGowan, 720 South Casino Center Boulevard, asked if the City has taken measures to ensure that the area will be and will remain in compliance with air quality standards, because he did not notice any bonding requirement for that purpose Mr Roark replied that it is specified in the lease agreement

Al Gallego, citizen of Las Vegas, indicated that Southern Nevada Paving has been utilizing City property for storage in his neighborhood for at least three months, for which he has never seen a contract considered by the Real Estate Committee. The neighborhood should be getting the money for that storage The property is on Veterans Memorial where the creek used to be Mr Roark assured Mr Gallego that he would speak with him after the meeting about that issue

Mr. Roark submitted a disclosure form on this item for the City Clerk's office

No one appeared in opposition

There was no further discussion

Councilman Weekly recommended that Item 7 be forwarded to the Full Council with a "Do Pass" recommendation. Councilman Mack concurred.

(3 22 – 3.25)

1-465

CITIZENS PARTICIPATION:

Tom McGowan, 720 South Casino Center Boulevard, congratulated Councilmen Mack and Weekly on their excellent work to date They are community and business minded He assured them that he will make sure they are both elected to the City Council He also welcomed Betsy Fretwell, Assistant City Manager, who is highly experienced in local government Although they do not always agree, she ranks among the best of highly qualified staff people.

Lastly, he expressed content about the Charter School It is a very important step forward. He noted that the issue of churches and schools versus liquor is a fundamental issue about equal access to justice and opportunity under the heading of balanced and diversified master planned community Planning can be very difficult, but the solution to that issue was completed by him and is available at a fair price if either member of the Real Estate Committee would care to contact him

(3 25 - 3 29)

1-585

ADJOURNMENT:

The meeting adjourned at 3 29 p m.

/gpb

City of Las Vegas

Agenda Item No.: 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: : AUGUST 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM ☐ CONSENT ☒ DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action on a Lease and Management Agreement between the City of Las Vegas and AmeriDream Inc., in the Incubator Program at the Las Vegas Business Center ($14,400 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

X	**No Impact**	**Amount:** $14,400 revenue/24 months
	Budget Funds Available	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
	Augmentation Required	**Funding Source:** Las Vegas Business CenterOperations Fund

PURPOSE/BACKGROUND:

AmeriDream Inc., provides consulting and management services to licensed real estate agents and brokers in Southern Nevada. AmeriDream's management services include: marketing, management, and administrative support services. AmeriDream's lease is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Lease and Management Agreement

LEASE AND MANAGEMENT AGREEMENT

Las Vegas Incubator

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this __ day of ___________, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and AMERIDREAM, INC, a Nevada corporation (hereinafter "Tenant")

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. AGREEMENT OF PREMISES

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 17, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, 2 guest chairs, file cabinet, computer software and hardware, and telephone.

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

2. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis. The term shall begin on ________ __, 2000, (the "Commencement Date") and shall end on ________ __, 2002. In the event that either City or Tenant desires to terminate this Agreement, City (or its designated representative) or Tenant shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Tenant to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

3. OBLIGATIONS OF THE CITY

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

a) all utilities;
b) basic telephone system;
c) staff support;
d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
e) shared computer printer;
f) fax and copy machines;
g) limited reception services; and
h) a minimum of six free training seminars.

4. OBLIGATIONS OF THE TENANT

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

a) Develop and present a Business Plan prior to any implementation of legal proceedings;
b) Obtain a City of Las Vegas business license prior to any implementation of legal proceedings;

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

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

e) Meet with Incubator manager periodically to assess how Tenant's obligations are being met;

f) Pursuant to Resolution R-79-99, adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, the Tenant warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners, of Tenant, as well as all persons and entities holding more than 1% interest in the Tenant or any principal of Tenant. Throughout the term of this Agreement, Tenant shall file within ten (10) days notifying City in writing of any material change in the above disclosure;

g) Attend a "round table" discussion, as scheduled, by the City of related business topics established and designated by City in advance and with sufficient and proper notice.

5. MINIMUM RENT

Tenant agrees to pay City at such place as City may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Dollars and No/Hundredths ($600.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on ____________ __, 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 Tenant to City may be by check or draft and are subject to collection If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment.

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

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

It is understood that that the supplemental rent will be provided by SNEC because Tenant will provide counseling, training and services to the equivalent of one tenant of the Enterprise Community per month regarding how to start a small business.

6. 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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Tenant represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Tenant agrees to comply with EDA policies concerning nonrelocation by furnishing to City, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by the City.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Tenant's application for Agreement;
(ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center,
(iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;
(iv) are relocating from technologically obsolete facilities to be competitive;
(v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

7. EMPLOYMENT

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

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

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

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

8. CONDITION OF PREMISES

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

9. RENT DEFINED

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

10. LATE CHARGES

In the event Tenant is delinquent in the payment of rent for a period in excess of ten (10) days, there shall be added to the rent a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day

11. USE OF PREMISES

A. Tenant agrees to use the Premises solely for the purpose of conducting its business, providing real estate related services, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Tenant shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Tenant agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Tenant agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City.

B. In addition, Tenant agrees to not add any computer software, hardware, or any other computer materials to the City-owned computer without written consent of City. If Tenant elects to install software in addition to that provided with the computer and receives written permission, Tenant will be fully responsible for the maintenance of the additional software In addition, should any additional installation of software to the computer cause problems with the original system, tenant will be responsible for repairs. Under no circumstances is Tenant to add/install/remove any hardware to the system, nor is the tenant allowed to copy any of the originally installed software for use on other computers

C. Tenant agrees to use reasonable caution and respect other Tenants' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Tenant agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E Tenant agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

12. LAWS, WASTE, NUISANCE

Tenant covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER

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

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of Tenant's negligent act or omission, Tenant shall pay City's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Tenant to do so shall constitute a default by Tenant hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 41, of the need for such repair. City shall have no liability to Tenant based upon City's failure to repair in the absence of the notice hereby required to be given.

14. ALTERATIONS

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

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

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

17 TAXES

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

18. RESPONSIBILITY AND LIABILITY

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

19. INSURANCE

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

A. Fire insurance and extended coverage insurance to cover the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment and all other personal property;

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

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

20 ACCESS TO PREMISES

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

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

21. SURRENDER OF PREMISES

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

22. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Tenant will receive a thirty (30) day notice to vacant on or before ________ __, 2002.

23. SALE OF BUSINESS CENTER

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

24. EMINENT DOMAIN

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

25. DAMAGE OR DESTRUCTION

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

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

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

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

26. LIENS AND ENCUMBRANCES

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

27. ASSIGNMENT AND SUBLETTING

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

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

28. DEFAULT BY CITY

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

29. DEFAULT BY TENANT

A. Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B.
   1) Tenant's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
   2) Tenant's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Tenant by City.
   3) The falsification by Tenant or its agents of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:
   1) Terminate this Agreement by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises.
   2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

30 GOVERNING LAW

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

31. NO PARTNERSHIP

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

32. FORCE MAJEURE

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

33. NO WAIVER

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

34. PARTIAL INVALIDITY

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

35. BROKER'S COMMISSIONS

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

36. PROVISIONS BINDING

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

37. NON-DISCRIMINATION

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

38. ENTIRE AGREEMENT

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

39. SUBMISSION OF THIS AGREEMENT

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

40. AUTHORITY OF SIGNATORIES

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

41. NOTICES

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

If to the City:	City of Las Vegas Attn: City Manager, c/o Sharon Segerblom, Director Neighborhood Services Department 400 East Stewart Avenue, Las Vegas, Nevada 89101
If to the Tenant:	AmeriDream, Inc. Danette Parks, President 1951 Stella Lake Drive, Suite #17 Las Vegas NV 89106

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

42. EDA APPROVAL OR WAIVER THEREOF

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

43. APPROVAL OR CONSENT BY CITY

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

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

CITY OF LAS VEGAS

By ___________________________________
OSCAR B.GOODMAN, Mayor
"CITY"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM J. Pontrello 7/28/00
APPROVED BY CITY COUNCIL ______________

AMERIDREAM, INC.

By ___________________________________
DANETTE PARKS, PRESIDENT
"TENANT"

Exhibit A
Floor Plan

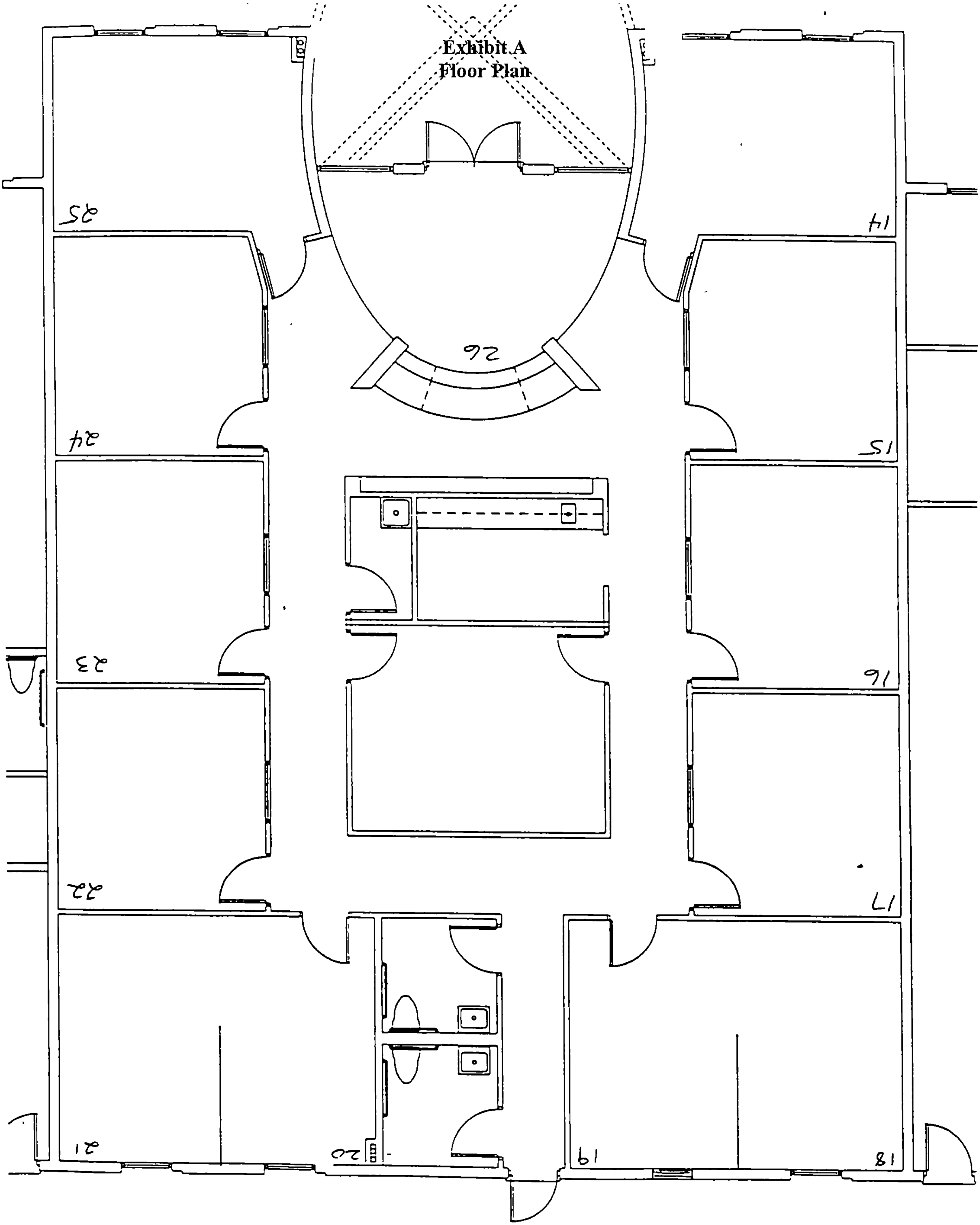


Exhibit B
Employer's Certificate of Nonrelocation

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

Approved EDA Exemptions from the Nonrelocation:

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

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

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

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

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

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

AmeriDream, Inc.

Danette Parks, President

Date 8-8-00

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

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

1 Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:
   a the dangers of drug abuse in the workplace;
   b. the Tenant's policy of maintaining a drug-free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3 Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   a. abide by the terms of the statement; and
   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4 Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;

5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted·
   a taking appropriate personnel action against such an employee, up to and including termination; or
   b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6

AmeriDream, Inc.

Danette Parks, President

Exhibit D
Certification Regarding Disclosure of Principals

The principals and part, AmeriDream, Inc., and all persons and entities holding more than a 1% interest in AmeriDream, Inc., or any principal of AmeriDream, Inc., are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	DANETTE PARKS	1951 STELLA LAKE Ste 17	638-6371
2.	LINDA ABRAMS-BOWIE	1951 Stella Lake Ste 17	638-6371
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the information set forth above is true and correct.

AmeriDream, Inc

Linda Abrams Bowie

Danette Parks, President

8-8-02

Date

ATTEST:

Leonard Dixon

Leonard Dixon, Staff
Neighborhood Services Department

Exhibit E
Certificate of Non-Discrimination

AmeriDream, Inc. assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that AmeriDream, Inc will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. AmeriDream, Inc. further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the 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 AmeriDream, Inc.'s civil rights posture and practices.

I certify that the information set forth above is true and correct

AmeriDream, Inc.

Linda Adams Bowie

~~Danette Parks~~, President

8-8-02

Date

ATTEST:

Leonard Dixon

Leonard Dixon, Staff
Neighborhood Services Department

City of Las Vegas

Agenda Item No.: 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action on a Lease and Management Agreement between the City of Las Vegas and Black Magic Pest Control in the Incubator Program at the Las Vegas Business Center ($14,400 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

☒	**No Impact**	**Amount:** $14,400 revenue/24 months
☐	**Budget Funds Available**	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
☐	**Augmentation Required**	**Funding Source:** Las Vegas Business CenterOperations Fund

PURPOSE/BACKGROUND:

Black Magic Pest Control provides pest control related services to include extermination and abatement. Black Magic's office space will be used for performing administrative functions only. Black Magic Pest Control's lease is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Lease and Management Agreement

LEASE AND MANAGEMENT AGREEMENT
Las Vegas Incubator

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this __ day of ___________, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and BLACK MAGIC PEST CONTROL, a Nevada sole proprietorship, (hereinafter "Tenant").

WITNESSETH:

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

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

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

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

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

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

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

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

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

1 AGREEMENT OF PREMISES

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 20, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, 2 guest chairs, file cabinet, computer software and hardware, and telephone.

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

2. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis. The term shall begin on ________ __, 2000, (the "Commencement Date") and shall end on ________ __, 2002. In the event that either City or Tenant desires to terminate this Agreement, City (or its designated representative) or Tenant shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Tenant to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

3 OBLIGATIONS OF THE CITY

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

a) all utilities;
b) basic telephone system;
c) staff support;
d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
e) shared computer printer;
f) fax and copy machines;
g) limited reception services; and
h) a minimum of six free training seminars.

4. OBLIGATIONS OF THE TENANT

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

a) Develop and present a Business Plan prior to any implementation of legal proceedings;
b) Obtain a City of Las Vegas business license prior to any implementation of legal proceedings;

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

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

e) Meet with Incubator manager periodically to assess how Tenant's obligations are being met;

f) Pursuant to Resolution R-79-99, adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, the Tenant warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners, of Tenant, as well as all persons and entities holding more than 1% interest in the Tenant or any principal of Tenant. Throughout the term of this Agreement, Tenant shall file within ten (10) days notifying City in writing of any material change in the above disclosure;

g) Attend a "round table" discussion, as scheduled, by the City of related business topics established and designated by City in advance and with sufficient and proper notice.

5. MINIMUM RENT

Tenant agrees to pay City at such place as City may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Dollars and No/Hundredths ($600.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on ___________ __, 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 Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment.

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

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

It is understood that that the supplemental rent will be provided by SNEC because Tenant will provide counseling, training and services to the equivalent of one tenant of the Enterprise Community per month regarding how to start a small business.

6. 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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Tenant represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Tenant agrees to comply with EDA policies concerning nonrelocation by furnishing to City, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by the City.

This condition does not apply to businesses which:

- (i) relocated to the Area prior to the date of the Tenant's application for Agreement;
- (ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center;
- (iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;
- (iv) are relocating from technologically obsolete facilities to be competitive;
- (v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) are determined by EDA to be exempt (13 CFR Section 316.4(b)

7. EMPLOYMENT

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

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

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

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

8. CONDITION OF PREMISES

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

9. RENT DEFINED

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

10. LATE CHARGES

In the event Tenant is delinquent in the payment of rent for a period in excess of ten (10) days, there shall be added to the rent a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

11. USE OF PREMISES

A. Tenant agrees to use the Premises solely for the purpose of conducting administrative functions associated with providing pest control services, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Tenant shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. Tenant shall not, under any conditions, store pesticides in office area. In addition, Tenant agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Tenant agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City.

B. In addition, Tenant agrees to not add any computer software, hardware, or any other computer materials to the City-owned computer without written consent of City. If Tenant elects to install software in addition to that provided with the computer and receives written permission, Tenant will be fully responsible for the maintenance of the additional software In addition, should any additional installation of software to the computer cause problems with the original system, tenant will be responsible for repairs. Under no circumstances is Tenant to add/install/remove any hardware to the system, nor is the tenant allowed to copy any of the originally installed software for use on other computers.

C. Tenant agrees to use reasonable caution and respect other Tenants' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Tenant agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Tenant agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired).

12. LAWS, WASTE, NUISANCE

Tenant covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER

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

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of Tenant's negligent act or omission, Tenant shall pay City's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Tenant to do so shall constitute a default by Tenant hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 41, of the need for such repair. City shall have no liability to Tenant based upon City's failure to repair in the absence of the notice hereby required to be given.

14. ALTERATIONS

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

15. UTILITIES

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

16. USE OF PARKING AND OTHER AREAS

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

17. TAXES

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

18. RESPONSIBILITY AND LIABILITY

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

19. INSURANCE

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

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

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

20. ACCESS TO PREMISES

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

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

21. SURRENDER OF PREMISES

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

22. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Tenant will receive a thirty (30) day notice to vacant on or before ___________, 2002.

23. SALE OF BUSINESS CENTER

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

24. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against City or the taking authority for any compensation because of such taking, and City shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. In such event, City shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the

Premises of which, Tenant is so deprived on account of such taking and restoration. Nothing contained in this Section 24 shall be deemed to give City any interest in, or prevent Tenant from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Tenant or for relocation expenses recoverable against the taking authority.

25. DAMAGE OR DESTRUCTION

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

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

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

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

26. LIENS AND ENCUMBRANCES

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

27. ASSIGNMENT AND SUBLETTING

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

Any assignment or subletting without City's consent shall be voidable by City and shall constitute a default hereunder which, at the option of City, shall result in the termination of this

Agreement or the exercise of City's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Tenant.

28. DEFAULT BY CITY

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

29. DEFAULT BY TENANT

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

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

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

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

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

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

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

30. GOVERNING LAW

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

31. NO PARTNERSHIP

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

32. FORCE MAJEURE

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

33. NO WAIVER

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

34. PARTIAL INVALIDITY

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

35. BROKER'S COMMISSIONS

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

36. PROVISIONS BINDING

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

37. NON-DISCRIMINATION

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

38. ENTIRE AGREEMENT

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

39. SUBMISSION OF THIS AGREEMENT

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

40. AUTHORITY OF SIGNATORIES

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

41. NOTICES

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

If to the City:	City of Las Vegas Attn: City Manager, c/o Sharon Segerblom, Director Neighborhood Services Department 400 East Stewart Avenue, Las Vegas, Nevada 89101
If to the Tenant:	Black Magic Pest Control Franklin J. Burke, Owner 1951 Stella Lake Drive, Suite # 20 Las Vegas NV 89106

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

42. EDA APPROVAL OR WAIVER THEREOF

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

43. APPROVAL OR CONSENT BY CITY

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

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

CITY OF LAS VEGAS

By ________________________________
OSCAR B GOODMAN, Mayor
"CITY"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM J. Pintarello 7/28/00
APPROVED BY CITY COUNCIL _______________

BLACK MAGIC PEST CONTROL

By Franklin J. Burke
FRANKLIN J. BURKE, Owner
"TENANT"

Exhibit A
Floor Plan

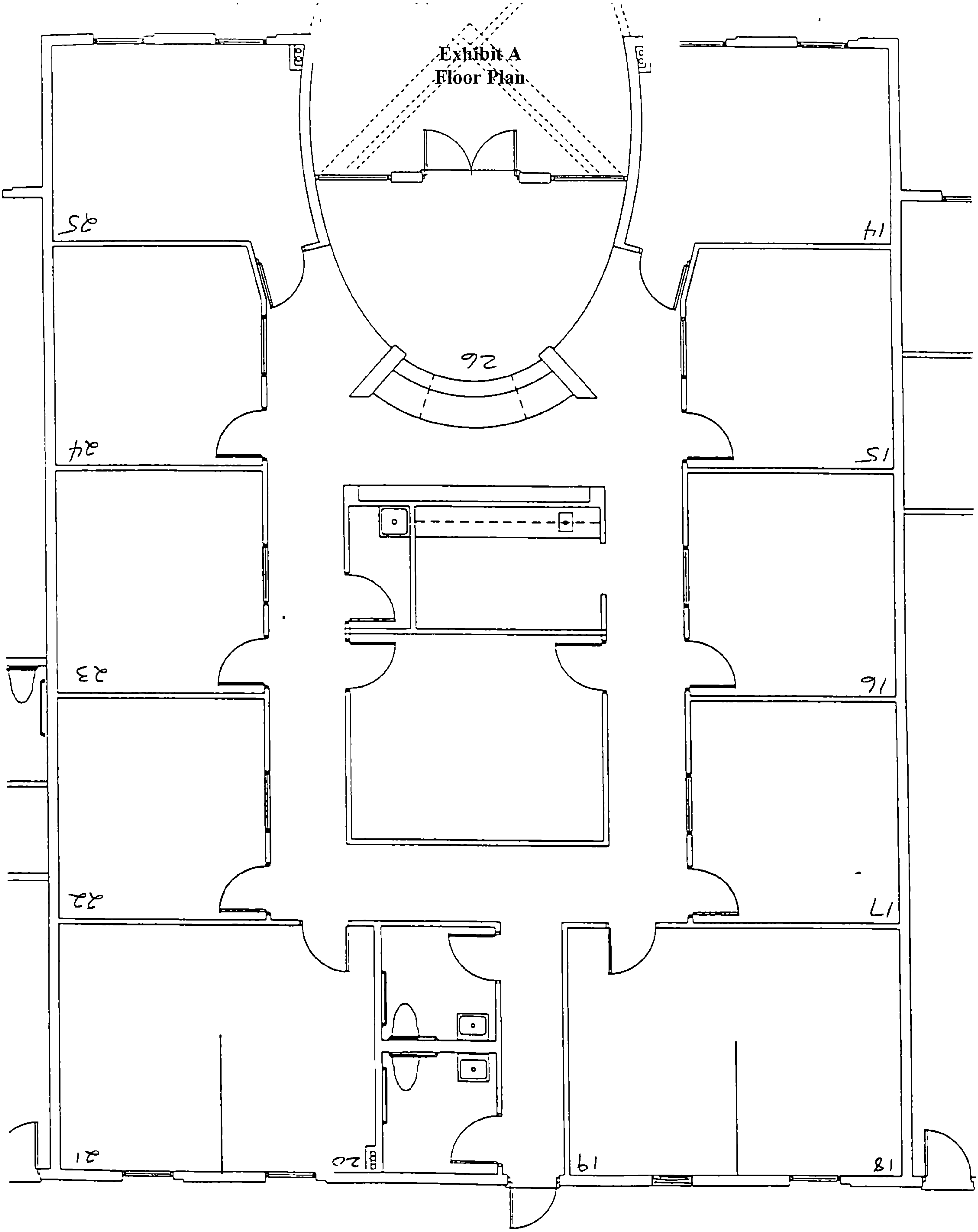


Exhibit B
Employer's Certificate of Nonrelocation

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

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease,
(ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center,
(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located,
(iv) relocating from technologically obsolete facilities to be competitive,
(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
(vi) determined by EDA to be exempt (13 CFR Section 316.4(b).

Black Magic Pest Control

Franklin J. Burke

Franklin J. Burke, Owner

Date 8-8-00

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

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

1 Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;

2 Establishing a drug-free awareness program to inform employees about:
  - a the dangers of drug abuse in the workplace;
  - b. the Tenant's policy of maintaining a drug-free workplace;
  - c any available drug counseling, rehabilitation, and employee assistance programs, and
  - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.

3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

4 Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction,

5 Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted·
  - a. taking appropriate personnel action against such an employee, up to and including termination; or
  - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

6 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Black Magic Pest Control

Franklin J. Burke

Franklin J. Burke, Owner

Exhibit D
Certification Regarding Disclosure of Principals

The principals and part, Black Magic Pest Control, and all persons and entities holding more than a 1% interest in Black Magic Pest Control, or any principal of Black Magic Pest Control, are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	Franklin J. Burke	Stella Lake St. [illegible]	638-6371
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the information set forth above is true and correct.

Black Magic Pest Control

Franklin J. Burke

Franklin J. Burke, Owner

Aug. 8, 00

Date

ATTEST:

Leonard Dixon

Leonard Dixon, Staff
Neighborhood Services Department

Exhibit E
Certificate of Non-Discrimination

Black Magic Pest Control assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that Black Magic Pest Control will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Black Magic Pest Control further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the 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 Black Magic Pest Control's civil rights posture and practices

I certify that the information set forth above is true and correct

Black Magic Pest Control

Franklin J. Burke

Franklin J. Burke, Owner

8-8-00

Date

ATTEST

Leonard Dixon

Leonard Dixon, Staff
Neighborhood Services Department

City of Las Vegas

Agenda Item No.: 3

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action on a Lease and Management Agreement between the City of Las Vegas and The Business Connection in the Incubator Program at the Las Vegas Business Center ($14,400 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

[X] **No Impact**	**Amount:** $14,400 revenue/24 months
[ ] **Budget Funds Available**	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
[ ] **Augmentation Required**	**Funding Source:** Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:

The Business Connection provides employment preparation and case management services to welfare clients and other economically disadvantaged individuals. The Business Connnection conducts on-going training classes to assist clients in acquiring and maintaining employment. The Business Connection's lease is on a month-to-month basis for a maximum period of 24 months.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Lease and Management Agreement

Exhibit E
Certificate of Non-Discrimination

The Business Connection assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that The Business Connection will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises The Business Connection further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the 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 The Business Connection's civil rights posture and practices

I certify that the information set forth above is true and correct.

The Business Connection

Dee L. Schafer

Dee L. Schafer, President

8/7/00

Date

ATTEST·

Leonard Dixon

Leonard Dixon, Staff
Neighborhood Services Department

LEASE AND MANAGEMENT AGREEMENT
Las Vegas Incubator

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this __ day of ___________, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and THE BUSINESS CONNECTION, a Nevada corporation, (hereinafter "Tenant")

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. AGREEMENT OF PREMISES

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 14, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, 2 guest chairs, file cabinet, computer software and hardware, and telephone.

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

2. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis. The term shall begin on ________ __, 2000, (the "Commencement Date") and shall end on ________ __, 2002. In the event that either City or Tenant desires to terminate this Agreement, City (or its designated representative) or Tenant shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Tenant to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

3. OBLIGATIONS OF THE CITY

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

a) all utilities;
b) basic telephone system;
c) staff support;
d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
e) shared computer printer;
f) fax and copy machines;
g) limited reception services; and
h) a minimum of six free training seminars.

4. OBLIGATIONS OF THE TENANT

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

a) Develop and present a Business Plan prior to any implementation of legal proceedings;
b) Obtain a City of Las Vegas business license prior to any implementation of legal proceedings;

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

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

e) Meet with Incubator manager periodically to assess how Tenant's obligations are being met;

f) Pursuant to Resolution R-79-99, adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, the Tenant warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners, of Tenant, as well as all persons and entities holding more than 1% interest in the Tenant or any principal of Tenant Throughout the term of this Agreement, Tenant shall file within ten (10) days notifying City in writing of any material change in the above disclosure,

g) Attend a "round table" discussion, as scheduled, by the City of related business topics established and designated by City in advance and with sufficient and proper notice.

5. MINIMUM RENT

Tenant agrees to pay City at such place as City may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Dollars and No/Hundredths ($600.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on ___________ __, 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 Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment.

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

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

It is understood that that the supplemental rent will be provided by SNEC because Tenant will provide counseling, training and services to the equivalent of one tenant of the Enterprise Community per month regarding how to start a small business.

6. 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 on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Tenant represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Tenant agrees to comply with EDA policies concerning nonrelocation by furnishing to City, an "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by the City.

This condition does not apply to businesses which:

(i) relocated to the Area prior to the date of the Tenant's application for Agreement;
(ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center,
(iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;
(iv) are relocating from technologically obsolete facilities to be competitive;
(v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

7. EMPLOYMENT

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

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

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

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

8. CONDITION OF PREMISES

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

9 RENT DEFINED

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

10. LATE CHARGES

In the event Tenant is delinquent in the payment of rent for a period in excess of ten (10) days, there shall be added to the rent a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

11. USE OF PREMISES

A. Tenant agrees to use the Premises solely for the purpose of conducting its business, providing employment preparation and maintenance to welfare clients and economically disadvantaged individuals, which must be approved under the City Business License and duly licensed. Except as expressly consented to in writing by City, Tenant shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Tenant agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Tenant agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City.

B. In addition, Tenant agrees to not add any computer software, hardware, or any other computer materials to the City-owned computer without written consent of City. If Tenant elects to install software in addition to that provided with the computer and receives written permission, Tenant will be fully responsible for the maintenance of the additional software. In addition, should any additional installation of software to the computer cause problems with the original system, tenant will be responsible for repairs. Under no circumstances is Tenant to add/install/remove any hardware to the system, nor is the tenant allowed to copy any of the originally installed software for use on other computers.

C. Tenant agrees to use reasonable caution and respect other Tenants' confidentiality when using shared equipment and space.

D. Because the building was constructed with federal funds, Tenant agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

E. Tenant agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired)

12. LAWS, WASTE, NUISANCE

Tenant covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;

B Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER

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

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of Tenant's negligent act or omission, Tenant shall pay City's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Tenant to do so shall constitute a default by Tenant hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 41, of the need for such repair. City shall have no liability to Tenant based upon City's failure to repair in the absence of the notice hereby required to be given.

14. ALTERATIONS

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

15. UTILITIES

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

16. USE OF PARKING AND OTHER AREAS

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

17. TAXES

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

18 RESPONSIBILITY AND LIABILITY

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

19. INSURANCE

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

A. Fire insurance and extended coverage insurance to cover the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment and all other personal property;

B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.

C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

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

20. ACCESS TO PREMISES

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

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

21. SURRENDER OF PREMISES

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

22. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Tenant will receive a thirty (30) day notice to vacant on or before _________ __, 2002.

23. SALE OF BUSINESS CENTER

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

24. EMINENT DOMAIN

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

25. DAMAGE OR DESTRUCTION

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

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

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

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

26. LIENS AND ENCUMBRANCES

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

27. ASSIGNMENT AND SUBLETTING

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

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

28. DEFAULT BY CITY

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

29. DEFAULT BY TENANT

A. Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B.
   1) Tenant's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
   2) Tenant's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Tenant by City.
   3) The falsification by Tenant or its agents of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:
   1) Terminate this Agreement by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises.
   2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

30. GOVERNING LAW

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

31. NO PARTNERSHIP

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

32. FORCE MAJEURE

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

33. NO WAIVER

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

34. PARTIAL INVALIDITY

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

35. BROKER'S COMMISSIONS

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

36. PROVISIONS BINDING

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

37. NON-DISCRIMINATION

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

38. ENTIRE AGREEMENT

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

39. SUBMISSION OF THIS AGREEMENT

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

40. AUTHORITY OF SIGNATORIES

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

41. NOTICES

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

If to the City:	City of Las Vegas Attn: City Manager, c/o Sharon Segerblom, Director Neighborhood Services Department 400 East Stewart Avenue, Las Vegas, Nevada 89101
If to the Tenant:	The Business Connection Dee L. Schafer, President 1951 Stella Lake Drive, Suite # 14 Las Vegas NV 89106

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

42. EDA APPROVAL OR WAIVER THEREOF

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

43. APPROVAL OR CONSENT BY CITY

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

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

CITY OF LAS VEGAS

By ______________________________

OSCAR B.GOODMAN, Mayor

"CITY"

ATTEST:

____

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM J. Pintarello 7/28/00

APPROVED BY CITY COUNCIL ______________

THE BUSINESS CONNECTION

By Dee L. Schafer

DEE L. SCHAFER, President

"TENANT"

Exhibit A
Floor Plan

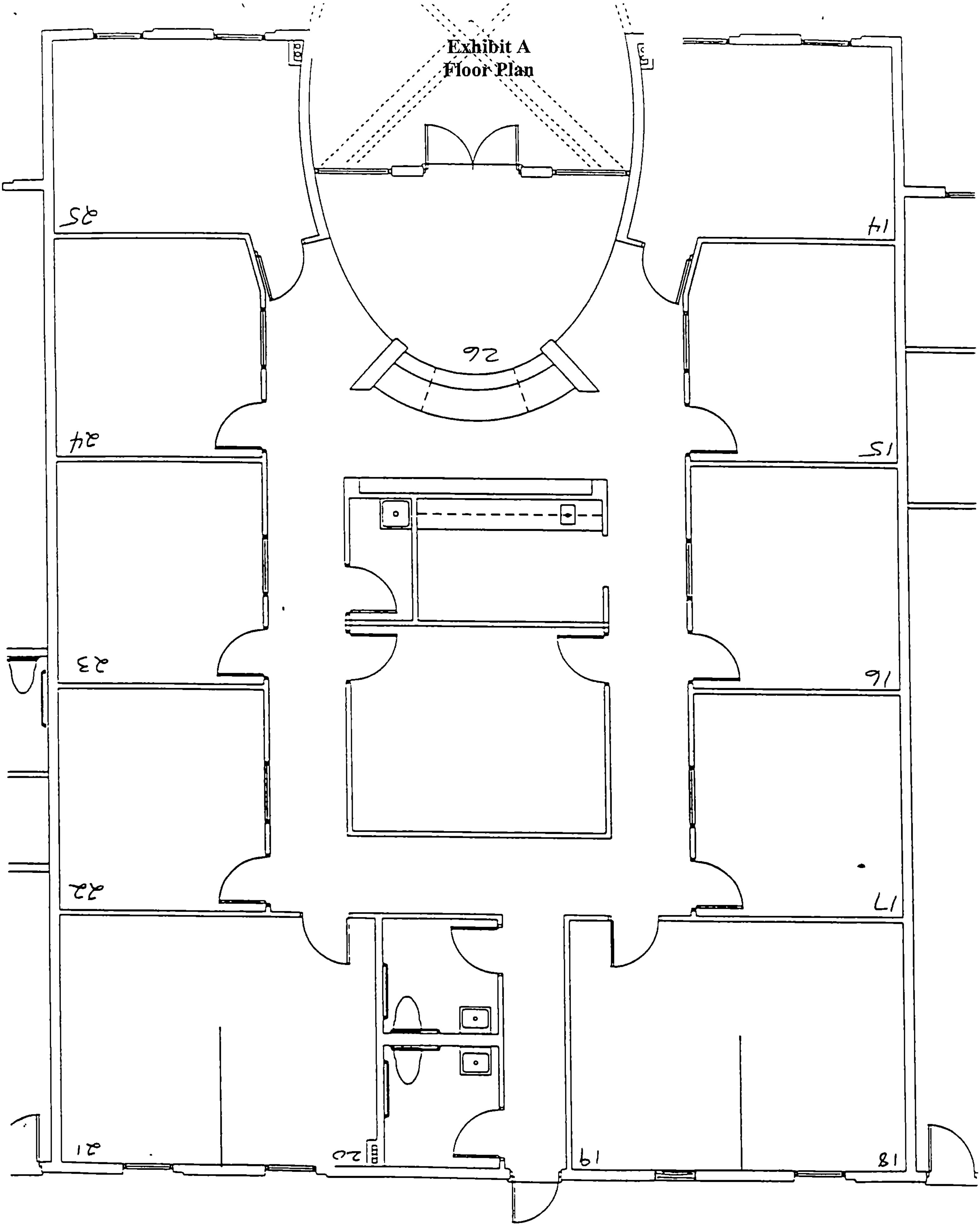


Exhibit B
Employer's Certificate of Nonrelocation

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

Approved EDA Exemptions from the Nonrelocation:

(i) relocated to the Area prior to the date of the applicant's application for Lease;
(ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;
(iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;
(iv) relocating from technologically obsolete facilities to be competitive;
(v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
(vi) determined by EDA to be exempt (13 CFR Section 316.4(b).

The Business Connection

Dee L. Schafer

Dee L. Schafer, President

Date 8/7/00

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

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

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

The Business Connection

Dee Schafer

Dee L. Schafer, President

Exhibit D
Certification Regarding Disclosure of Principals

The principals and part, The Business Connection, and all persons and entities holding more than a 1% interest in The Business Connection, or any principal of The Business Connection, are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	Dee Schafer	1957 Stella Lake #14	638-6371
2			
3.			
4			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the information set forth above is true and correct.

The Business Connection

Dee Schafer
Dee L. Schafer, President

8/7/00
Date

ATTEST:
Leonard Dixon
Leonard Dixon, Staff
Neighborhood Services Department

City of Las Vegas

Agenda Item No.: 4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 28, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action on a Lease Agreement between the City of Las Vegas and K C Enterprises at the Las Vegas Business Center ($20,952 revenue 24 months - Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

X	**No Impact**	**Amount:** $20,952 revenue/24 months
	Budget Funds Available	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
	Augmentation Required	**Funding Source:** Las Vegas Business CenterOperations Fund

PURPOSE/BACKGROUND:

K C Enterprises provides computer technology, desktop publishing, and other computer related training to youths. K C Enterprises' lease is on a month-to-month basis for a period of 24 months with two, one-year renewal options.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

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 K C Enterprises, (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 34. 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 two (2) years. The term shall begin on __________ 1, 2000 (the "Commencement Date") and shall end on ___________ ___, 2002.

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 that 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 to 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 two (2) years, exercised in one (1) year options, in accordance with the terms and conditions contained in this Lease, but subject to the following conditions:

A. In order to exercise the options, 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 applicable 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 therefore 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 for a period in excess of ten (10) days, after the tenth day, there shall be added to the rent a late charge of Twenty-Five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

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 therefore 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 therefore. 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 therefore. 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 therefore, 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, Exhibit E, 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: Aushyla Chambers
K C Enterprises
1951 Stella Lake Street, Suite 34
Las Vegas, NV 89106

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

43. 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.

44. 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.

45. CANCELLATION OF LEASE

It is understood, acknowledged and agreed by Lessor and Lessee that funding for Lessee's services and programs are frequently derived from local, state, and federal sources. It is further understood that funds may be increased or decreased by the funding sources in accordance with budget increases or cuts. If the funding is diminished significantly that local services or programs must be cancelled or reduced, Lessee may request Lessor to waive this Lease Agreement. If the Lessee provides a written request in writing and a minimum of 30 days written notice, such approval or consent by Lessor will not be unreasonably withheld.

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 [signature] 7/26/00

K C ENTERPRISES

By [signature]______________________________

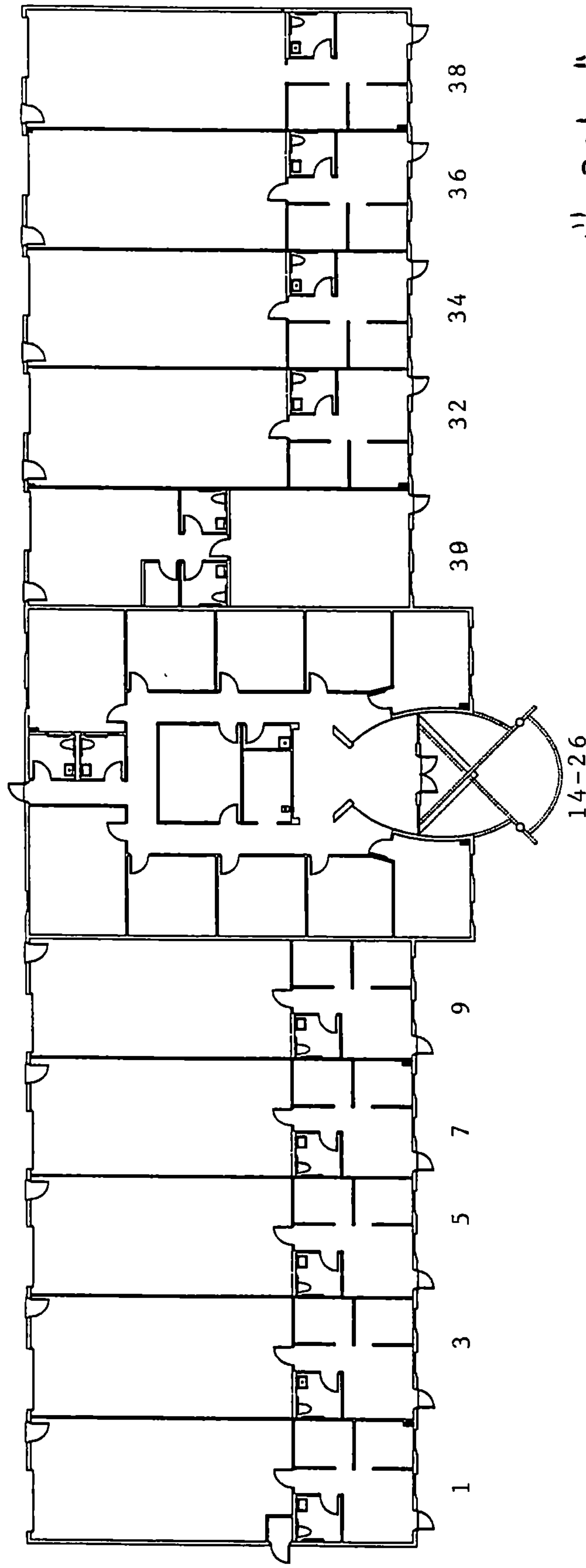
AUSHYLA CHAMBERS, Chief Executive Officer

"LESSEE"

Lake Mead Boulevard

EXHIBIT "A"

1951 Stella Lake Street,
Las Vegas NV 89106



1" = 30'-0"

Exhibit B

Certification Regarding Disclosure of Principals

The prıncipals and part K C Enterprıses and all persons and entitıes holding more than a 1% interest ın K C Enterprises or any principal of K C Enterprises are the followıng:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	Aushyla Chambers	1951 Stella Lake St. #34	638-6371
2.	Richard Gibbs	1951 Stella Lake ST #34	638-6371
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the information set forth above ıs true and correct

K C Enterprises

Richard Gibbs

Aushyla Chambers, Chief Executıve Officer

8 8-00

Date

ATTEST:

Leonard Dixon

Leonard Dixon, Staff
Neighborhood Services Department

Exhibit C
Employer's Certificate of Nonrelocation

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

Approved EDA Exemptions from the Nonrelocation.

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

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

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

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

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

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

K C Enterprises

____
Aushyla Chambers, Chief Executive Officer

Date 8-8-00

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

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

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

6 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

K C Enterprises

Aushyla Chambers, Chief Executive Officer

Exhibit E
Certificate of Non-Discrimination

K C Enterprises assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that K C Enterprises will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. K C Enterprises further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the 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 K C Enterprises' civil rights posture and practices.

I certify that the information set forth above is true and correct.

K C Enterprises

Aushyla Chambers, Chief Executive Officer

8-8-00
Date

ATTEST:

Leonard Dixon, Staff
Neighborhood Services Department

City of Las Vegas

Agenda Item No.: 5

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 28, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[ ] **CONSENT** [X] **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action on a Lease Agreement with the Neon Museum for a parcel of City-owned land (approximately 1.14 acres), located at the southwest corner of McWilliams Avenue and Encanto Drive, known as parcel number 139-27-812-043, for the storage of neon signs - Ward 5 (Weekly)

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/Real Estate
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

On June 21, 2000, the City Council approved a temporary lease agreement with the Neon Museum to provide an immediate "boneyard" for storage of signs while the negotiations for a permanent lease agreement could be negotiated. This action is to provide a permanent location for the purpose of developing a neon information/tour center and display area. The term of this Lease Agreement is for twenty-five (25) years.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Lease Agreement

LEASE AGREEMENT
FOR
THE NEON MUSEUM

This LEASE AGREEMENT is made and entered into effective as of the _____ day of _____________, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "Landlord"), and THE NEON MUSEUM, a Nevada nonprofit corporation (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, the Landlord created The Neon Museum for the purpose of preserving, restoring and displaying neon signs of historical and artistic significance; and

WHEREAS, the Tenant is desirous of obtaining land as the site for constructing a building for a tourism information center, displaying and storing neon signs and providing education and historical information on the neon signs; and

WHEREAS, the Landlord agrees to provide Tenant certain real property to assist the goals and objectives of the Tenant.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties agree as follows:

1 **PROPERTY**

In consideration of rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain unimproved real property situated at the approximate southwest corner of Las Vegas Boulevard and McWilliams Avenue in the City of Las Vegas, Clark County, Nevada, and described on Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein as if fully set forth herein ("Property").

2. **IMPROVEMENTS**

Tenant agrees to construct certain improvements, specifically a fully enclosed tourist information/tour center, with landscaping, a brick wall at least 6" in height, parking lot, and display area for neon signs to be known as the "Neon Museum" on the Property (the "Improvements").

3. **TERM**

The term of this Lease Agreement shall be subject to the following:

A. The term shall be twenty-five (25) years commencing on ____________

("Commencement Date") subject to the following conditions·

(1) Tenant shall have five (5) years from the Commencement Date to obtain construction financing to develop the Improvements;

(2) The construction financing may be in the form of capital improvement grants, donations and/or construction loans.

(3) The aggregate total of all construction financing shall be no less than __________________ ($_______).

B. In the event that Subsections A(1), (2) and (3) above have not been satisfied by the fifth anniversary of the Commencement Date, the term of this Lease Agreement shall be reduced to ten (10) years, and this Lease Agreement will terminate on the tenth anniversary of the Commencement Date.

4. **RENT**

The Tenant agrees to pay to Landlord, in advance, at such place as Landlord may designate, without prior demand therefore, the sum of One Dollar ($1.00) per year, with the first such yearly rental payment being due and payable upon the final execution of this Lease Agreement and each such subsequent yearly payment being due and payable on the first day of December of each subsequent year.

5. **USE**

The Tenant shall use the Property to operate and manage a neon sign information/tour center and display area.

6. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS/ORDINANCES**

Tenant shall obtain any and all federal, state and local permits and licenses required to operate the Neon Museum, as described in Section 5 of this Lease Agreement. Tenant further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, now in force or which hereafter may be in force with respect to the Property, and the Neon Museum to be conducted thereon. The Landlord makes no representation nor commitment concerning the approval of development-related permits for the anticipated construction of the Improvements.

Tenant shall not store or maintain any materials on the Property, which would be in violation of any applicable federal, state or local law, regulation, statute or code.

Tenant assumes responsibility for dust abatement of the site, which may include the spraying of chemicals to control airborne dust and shall comply by the Clark County Health District's rules and regulations.

7. MAINTENANCE OF THE PROPERTY

Tenant shall maintain the Property and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors or nuisances and will in all respects and at all times fully comply with health, safety and police regulations, including all laws, regulations, statutes or codes concerning the use, storage or maintenance of materials on the Property. Tenant shall further not suffer or permit any person to commit any waste on the Property.

Tenant shall provide full maintenance and security for the Property.

8. COVENANT OF DESIGN AND CONSTRUCTION

In the event Tenant satisfactorily obtains construction financing as set forth in Section 3A, Tenant covenants to complete the design for the Improvements and commence construction of the Improvements on or before one (1) year from the date Tenant obtains construction financing and no later than six (6) years from the Commencement Date, and upon commencement of construction of the Improvements, to diligently pursue the completion of the construction of the Improvements so as to have the Improvements substantially completed no later than two (2) years from the date construction was commenced.

The plans and specifications for the Improvements, preliminary and final, shall be submitted to the Landlord for review and approval. The Landlord shall not unreasonably withhold, delay or condition such approval and, in the event of disapproval, the Landlord shall give to the Tenant an itemized statement of reasons for disapproval within thirty (30) days after the plans and specifications are submitted to the Landlord. Failure of the Landlord to act on the Tenant's request for approval within thirty (30) days after submission shall be deemed as Landlord's approval. In addition, Tenant shall be required to obtain all necessary approvals and permits from the various City departments, as is normally necessary with any building project.

9. PERFORMANCE SECURITY AND PAYMENT BOND

Tenant shall furnish to Landlord, not later than fifteen (15) calendar days prior to the commencement of construction, performance security in the form of a performance bond that is written by a corporate surety that is licensed to do business in the State of Nevada, in an amount that is equal to one hundred percent (100%) of the aggregate amount of the contracts for the construction of the Improvements, said performance security to be conditioned upon Tenant's completion of the construction in accordance with the final plans and specifications.

Tenant shall also furnish to Landlord a payment bond, the sum of which shall be equal to the aggregate amount of the contracts for the construction of the Improvements, said payment bond to be conditioned upon Tenant's prompt payment in full of the costs of all labor, materials, tools and equipment that are used in the prosecution of the work.

10 ALTERATIONS, IMPROVEMENTS AND CHANGES PERMITTED

The Tenant shall have the right to make such alterations, improvements and changes to the Improvements that may from time to time be deemed necessary by the Tenant on the Property, provided that prior to making any structural alterations, improvements or changes, the Tenant shall obtain the Landlord's written approval of the plans and specifications therefore, which approval the Landlord shall not unreasonably withhold, delay or condition, provided that the value of the Improvements shall not be diminished and the structural integrity thereof shall not be adversely affected by any such alterations, improvements or changes In the event of disapproval, the Landlord shall give to the Tenant an itemized statement of reasons for the disapproval. If the Landlord does not disapprove the plans and specifications provided for in this Section 9 within thirty (30) days after they have been submitted to the Landlord, the plans and specifications shall be deemed to have been approved by the Landlord. The Landlord will in no event make any alterations, improvements or other changes of any kind to the Improvements or the Property. In addition, Tenant will have to obtain the necessary approvals and permits from the various City departments as is normally necessary with any building project.

11. **DISPOSITION OF THE IMPROVEMENTS**

The Improvements constructed by the Tenant on the Property, and all alterations, improvements, changes or additions made thereto shall be the property of the Tenant during the term of this Lease Agreement. All such improvement will revert to the ownership of the City with the expiration of this Lease Agreement. In the event this lease agreement is terminated prior to the expiration of the agreed upon term, Tenant shall sell the improvements to Landlord for a sum total of TEN AND 00/100 DOLLARS ($10.00).

12. **UTILITIES**

The Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Property throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Property and all activities conducted thereon, and the Landlord shall have no responsibility of any kind for payment of any such utilities.

13 **INDEMNITY**

Tenant will protect, defend, indemnify and save harmless the Landlord from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death or any person or persons or damage or loss to the Property or any part thereof caused by, in connection with, or arising out of any activities undertaken directly or indirectly by Tenant. Tenant's obligation to protect, defend, indemnify, and save harmless as set forth in this Section 13 shall include any and all reasonable attorneys' fees incurred by the Landlord in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the Landlord in enforcing or obtaining compliance with the provisions of this Lease Agreement.

14. **INSURANCE**

The Tenant shall maintain to following insurance coverage:

a. During the construction of the Improvements, a Builder's Risk policy in a sufficient amount acceptable to Landlord and Tenant to cover the construction risk.

b. A policy for fire, casualty, vandalism, malicious mischief and extended coverage insurance covering the Property, the Improvements and all of the structures, fixtures, furnishings and equipment that are constructed, installed or used by Tenant thereon or therein, during the term of this Lease Agreement for the full insurable replacement value of the same. The policies that evidence such insurance shall be issued in the joint names of Landlord and Tenant and shall be payable to Landlord or Tenant, or both, as their respective interests may appear.

c. A general liability insurance in the minimum amount of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) per occurrence; TWO MILLION AND 00/100 DOLLARS ($2,000,000.00) in the aggregate, covering any injury or damage to person or property.

d. Each policy of insurance that is required by this Section shall:

i. Be issued by an insurance company that is authorized to do business in the State of Nevada, with a financial rating of at least a +3A status, as is shown in the more recent edition of Best's Insurance Reports;

ii. Be issued as a primary policy;

iii. Name Landlord as an additional insured thereunder; and

iv. Contain an endorsement that requires at least thirty (30) days written notice from the insurance company to Landlord before a cancellation or change in the coverage, scope or amount of the policy may become effective.

e. In the event that Tenant fails or refuses, at any time, to maintain any of the policies of insurance that are required to be maintained by it pursuant to this Section, Landlord shall have the right, but not the obligation, to acquire the same to provide such coverage and at such cost as Landlord, in its reasonable discretion, sees fit, and Tenant shall reimburse Landlord for the reasonable costs that it incurs in so doing within thirty (30) days after Tenant's receipt of Landlord's invoice therefore.

15. **NO ASSIGNMENT**

Tenant further agrees not to assign this Lease Agreement, sublet the Property, use or permit the Property to be used for any purpose other than that described in this Paragraph, except with the prior written consent of the Landlord. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the Landlord, result in the termination of this Lease Agreement.

16 NO ENCUMBRANCES

Tenant further agrees not to allow any liens or encumbrances to be placed against the Property or any mortgages during the term of the Lease Agreement without the written consent of the Landlord.

17 EVENTS OF DEFAULT

The following shall constitute an event of default by Tenant:

a. Tenant's failure to perform any term, condition, or covenant to be performed by Tenant pursuant to this Lease Agreement within thirty (30) days after written notice of such failure; provided however, that if such failure is not capable of being cured within said thirty (30) day period, Tenant must commence said cure and continue same as due diligence until the cure is effected.

b. Tenant being adjudicated a bankruptcy under any federal or state insolvency statute.

18. TERMINATION AND REMEDIES

Upon the occurrence of any of the events set forth above in Section 17 (after the expiration of any applicable grace period) Landlord may at Landlord's option terminate this Lease Agreement by written notice to Tenant, in which event, Tenant shall immediately surrender possession of the Property (including the Improvements) to Landlord. Should Landlord terminate this Lease Agreement, it may recover from Tenant all damages Landlord may incur by reason of Tenant's breach including the cost of recovering the Property and Improvements, and reasonable attorney's fees. Within ninety (90) days following the termination of the Lease Agreement, the Landlord shall purchase the Improvements from the Tenant and Tenant shall sell to the Landlord the Improvements for the price set forth in Section 11 above.

19. ACCESS TO PROPERTY

Tenant shall allow duly authorized representatives of the Landlord to conduct such occasional reviews and inspections of the Property and Improvements as the Landlord reasonably deems to be appropriate in order to determine whether the uses stated in Section 5 of this Lease Agreement are being achieved.

Visits by the Landlord shall be announced to Tenant at least 24 hours in advance of those visits and shall occur during normal operating hours. The representatives of the Landlord may request and, if such a request is made, shall be granted access to all of the records of Tenant, which relate to the Neon Museum.

At any time during normal business hours and upon reasonable notice, Tenant's records, with respect to the Neon Museum, shall be made available for audit, examination and review by the Landlord or contracted independent auditors or any combination thereof

20. **QUIET ENJOYMENT**

Tenant, upon paying the rent and observing and performing all of the terms. covenants. and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Property for the term hereof.

21. **SURRENDER OF PROPERTY**

At the expiration or any other authorized termination of this Lease Agreement, Tenant shall surrender the Property in the same condition as it was in upon delivery of possession thereto under this Lease Agreement, including the Improvements placed on the Property with the consent of the Landlord, reasonable wear and tear excepted, and shall deliver all keys to Landlord. (Before surrendering the Property, Tenant may remove all of its personal property. including Tenant's equipment and furnishings and trade fixtures and shall repair any damage caused by such personal property or the removal thereof.) If Tenant fails to remove its personal property and fixtures upon the expiration or any other authorized termination of the Lease Agreement, the same shall be deemed abandoned and shall become the property of Landlord.

22. **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 the rent herein specified and shall otherwise be on the terms herein specified so far as possible. The Lease Agreement may be terminated for any reason whatsoever by either party by providing thirty (30) days written notice during the Holdover period

23. **MISCELLANEOUS PROVISIONS**

a. **Force Majeure**:

Any Party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by any cause beyond that Party's control, including labor disputes, civil commotion, war, governmental regulation or controls, fire or other casualty, inability to obtain any material or service or acts of God.

b. **No Waiver**:

Failure of a Party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease Agreement shall be deemed to have been waived unless such waiver be in writing signed by the Party waiving same.

c **Notices**·

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

To Landlord.	City of Las Vegas Public Works, Real Estate & Asset Management 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101 (702) 229-1020
To Tenant:	Neon Museum Attn· Board President 749 Veterans Memorial Drive Las Vegas, NV 89101 (702) 229-5366

Either Party hereto may change its address by giving ten (10) days advance notice to the other Party as provided herein.

d. **Recording**:

Tenant shall not record this Lease Agreement or a memorandum thereof without the written consent of the Landlord. Landlord, at its option and at any time, may file this Lease Agreement for recording with the Recorder of the County in which the Property is located

e. **Partial Invalidity**:

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

f. **Choice of Law**:

This Lease Agreement is to be construed and governed by the laws of the State of Nevada.

g. **Tenant Defined; Use of Pronouns**:

The word "Tenant" shall be deemed and taken to mean each and every person or party executing this document as a Tenant herein. If there is more than one Tenant, any notice required or permitted by the terms of this Lease Agreement, may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease Agreement apply in the plural sense where there is more than one Landlord or Tenant and two corporations, associations, partnerships, or individuals males or females, shall in all instances be assumed as though in each case fully expressed.

h. **Provisions Binding on Successors and Assigns**:

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Property, or this Lease Agreement, Landlord shall (irrespective of when such sale or assignment occurs) be entirely relieved of all of its obligations as of the time of such sale or assignment or on the commencement date, whichever is later, and such obligations shall automatically pass to Landlord's successor in interest.

i. **Entire Agreement**:

This Lease Agreement and the Exhibits, if any, attached hereto, set forth the entire agreement between the Parties. All Exhibits mentioned in this Lease Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Parties. Submission of the Lease Agreement for examination does not constitute an option for the Property and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. 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 paragraph or subparagraph.

24. NONDISCRIMINATION

The Parties agree that the Property will not be segregated with respect to race, color, religion, national origin, or disability and agree that there will be no segregation or discrimination on such grounds with respect to public utilization of or access to the building and surrounding areas.

25. DISCLOSURE OF PRINCIPALS

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

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

CITY OF LAS VEGAS

By: ___________________________
OSCAR B. GOODMAN, Mayor

"LANDLORD"

ATTEST.

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Porbello 8/18/00
Date

THE NEON MUSEUM

By:___________________________
BARBARA MOLAKSY, President

"TENANT"

F \depot\filelogs\res\2000\022\25 year lease agreement doc

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me. a notary public, on this ___ day of __________, 2000, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

____
NOTARY PUBLIC, in and for said County and State

STATE OF ___________)
)ss.
COUNTY OF _________)

This instrument was acknowledged before me. a notary public, on this ___ day of __________, 2000, by BARBARA J. MOLASKY, as President of the Neon Museum Board.

____
NOTARY PUBLIC, in and for said County and State

EXHIBIT "A"

Legal Description

A.P.N. 139-27-812-043

Mount Diablo Meridian
T. 20 S., R. 61E.
Section 27
A portion of the NE1/4SE1/4SE1/4

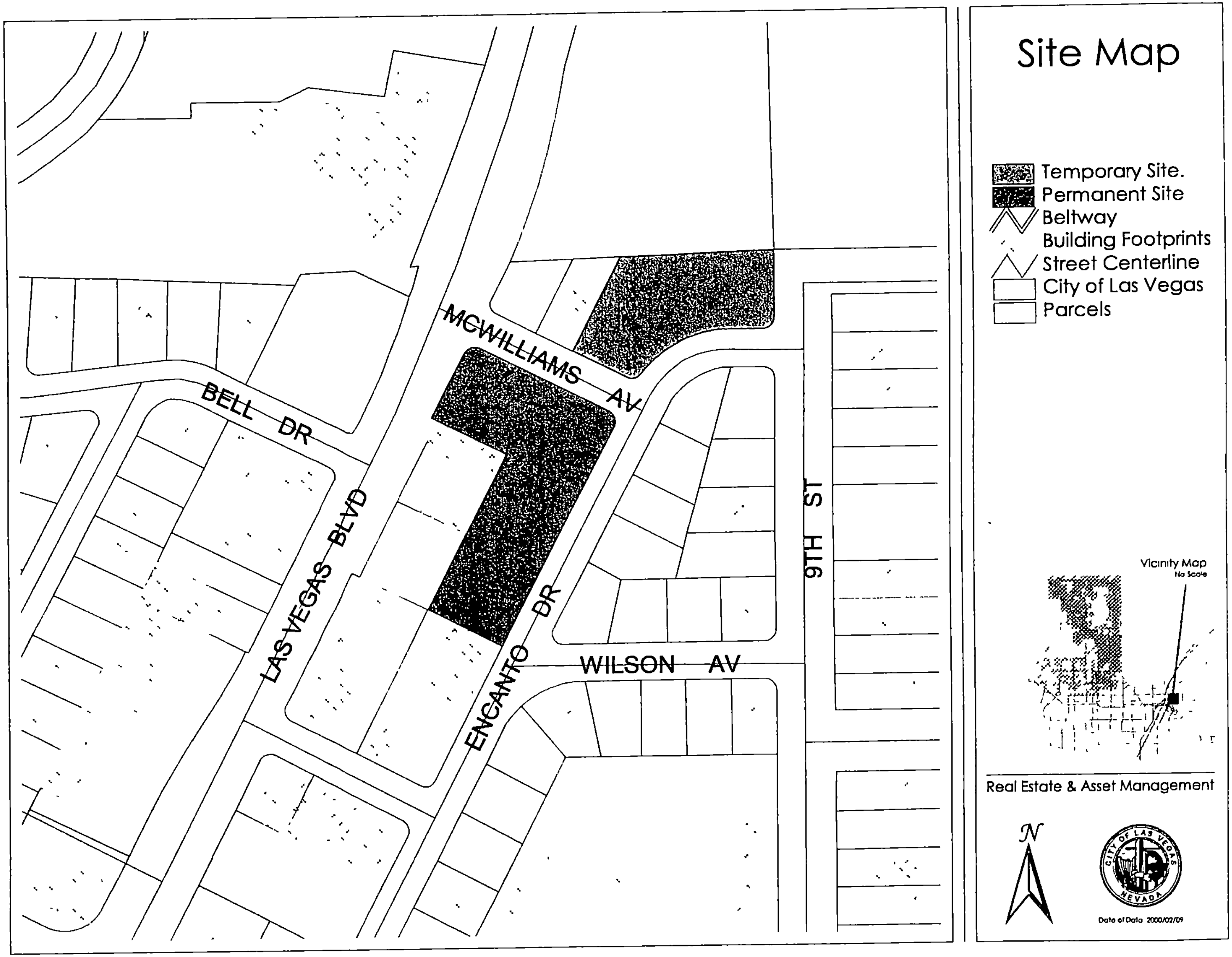

Site Map
Temporary Site.
Permanent Site
Beltway
Building Footprints
Street Centerline
City of Las Vegas
Parcels
Vicinity Map
No Scale
Real Estate & Asset Management
N
CITY OF LAS VEGAS NEVADA
Date of Data 2000/02/09
MCWILLIAMS AV
BELL DR
LAS VEGAS BLVD
ENCANTO DR
WILSON AV
9TH ST

EXHIBIT "B"

EXHIBIT "C"

Disclosure of Principals

The principals and partners of The Neon Museum* and all persons and entities holding more than 1% interest in The Neon Museum or any principal of The Neon Museum are the following:

*The Neon Museum is a non-profit organization, a 501-C-3, whose sole member is the City of Las Vegas. The Board Members are:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1 Arlene Blut	2409 Plaza del Grande, LV NV 89109	871-5665
2 Nancy Deaner	749 Veterans Memorial Dr, LV NV 89109	229-6712
3 Brad Friedmutter	4022 S. Industrial Rd, LV NV 89103	736-8288
4 Robin Greenspun	1 Quail Beak Way, Henderson NV 89104	990-9090
5. Cathie Kelly	UNLV PO Box 55002, LV NV 89154-5002	895-3894
6 Stacey Lied	CCDC 300 S.Fourth St. #905 LV NV 89101	477-0789
7. Bill Martin	PO Box 19260, LV NV 89132	914-4500
8. Barbara Molasky	16 Meadowlark Dr., Henderson NV 89014	433-3302
9. Colleen Munro	2121 Industrial, LV NV 89102	220-4280
10 Dedee Nave	7171 La Mirada, LV NV 89102	458-7175
11. Mark Paris	425 Fremont Street, LV NV 89109	678-5611
12. Richard Segerblom	704 S. Ninth Street, LV NV 89101	384-1161

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

13. Carol Spiegel	3119 West Post Road, LV NV 89118	896-2218
14. Eric Strain	101 E. Charleston #202, LV NV 89104	464-5126
15. Frank Wright	700 Twin Lakes Drive, LV NV 89123	486-5205

The Neon Museum

By: Nancy Deaner

Title: Treasurer

Subscribed and sworn to before me this 31 day of July, 2000.

Vicki R Ozuna

Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
VICKI R. OZUNA
No. 98-3871-1 My Appointment Expires July 30, 2003

City of Las Vegas

Agenda Item No.: 6

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 28, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

Discussion and possible action on entering into negotiations with the Andre Agassi Charitable Foundation for a lease agreement for approximately 7.5 acres of land located in the vicinity of Lake Mead, Lexington, and J Street, for the purpose of constructing a Charter School - Ward 5 (Weekly)

Fiscal Impact

X	**No Impact**	**Amount:**
	Budget Funds Available	**Dept./Division:** Public Works/Real Estate
	Augmentation Required	**Funding Source:**

PURPOSE/BACKGROUND:

The City has been asked to negotiate a lease agreement for approximately 7.5 acres of land by the Andre Agassi Charitable Foundation for the purpose of constructing a Charter School.

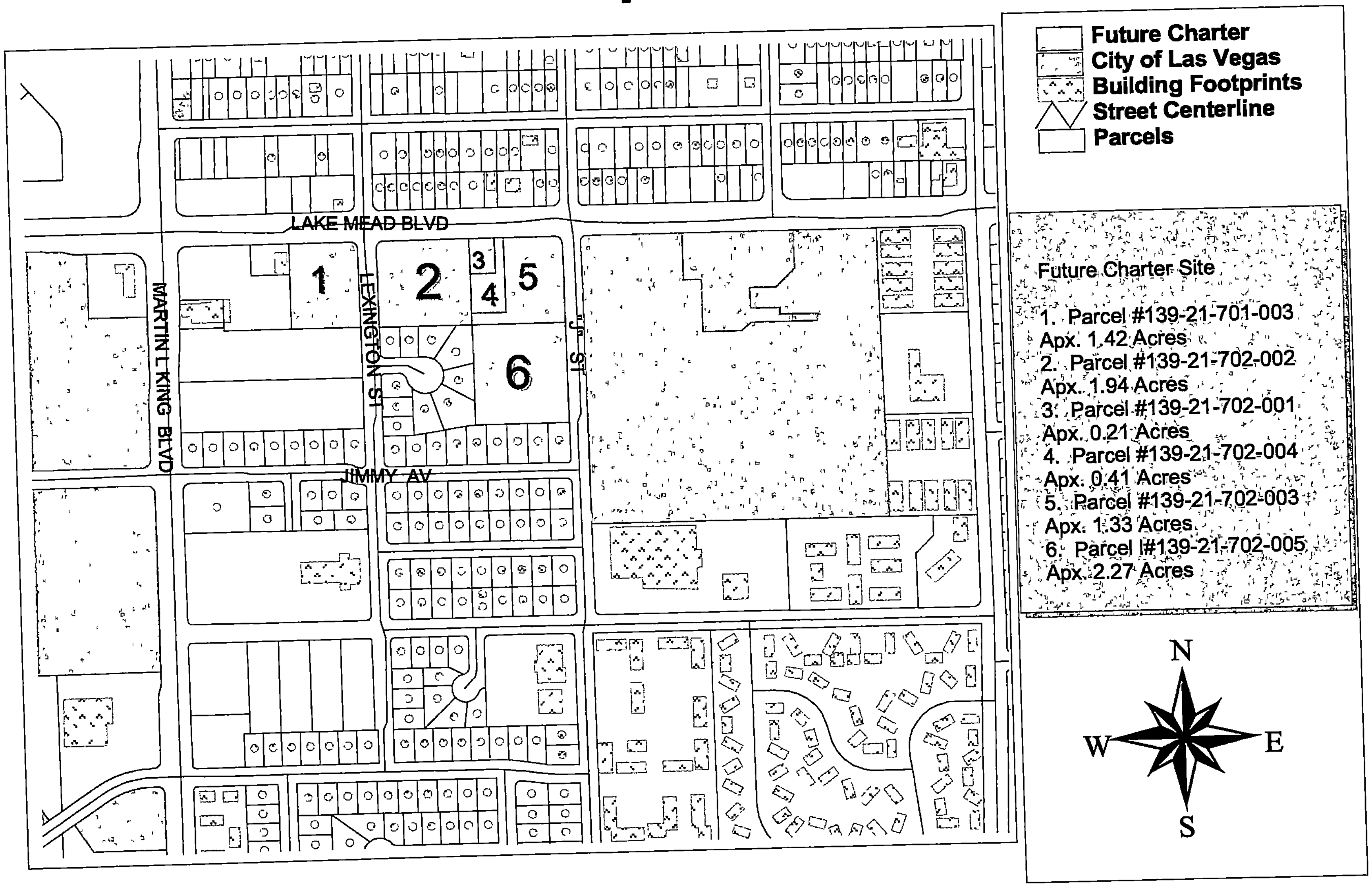
RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Site map

Site Map


Future Charter
City of Las Vegas
Building Footprints
Street Centerline
Parcels
LAKE MEAD BLVD
MARTIN L KING BLVD
LEXINGTON ST
J ST
JIMMY AV
1
2
3
4
5
6
Future Charter Site
1. Parcel #139-21-701-003
Apx. 1.42 Acres
2. Parcel #139-21-702-002
Apx. 1.94 Acres
3. Parcel #139-21-702-001
Apx. 0.21 Acres
4. Parcel #139-21-702-004
Apx. 0.41 Acres
5. Parcel #139-21-702-003
Apx. 1.33 Acres
6. Parcel l#139-21-702-005
Apx. 2.27 Acres
N
E
S
W

City of Las Vegas

Agenda Item No.: 7

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 28, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE – Councilmen Mack and Weekly

Discussion and possible action on a Letter of Agreement with Southern Nevada Paving, for the temporary use of land located at the northwest corner of Westcliff Drive and Rock Springs Drive (City has an application on file with the Bureau of Land Management) for use as a temporary staging area in the amount of $200 a month (approximately $600 revenue/General Fund) - Ward 2 (L. B. McDonald)

Fiscal Impact

[X]	**No Impact**	**Amount:** Approximately $600 revenue
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
The City currently has an application on file with the BLM for this land, identified as parcel number 138-27-301-001. The entire parcel encompasses over 114 acres, and is located in Wards 1 and 2. The land to be used temporarily is approximately 2 acres and is located in Ward 2. The City received an unsolicited letter from Southern Nevada Paving, asking the City for temporary use of approximately 2 acres of this land until November, 2000. Southern Nevada Paving will pay $200 a month for the land use as a temporary staging area for parking of heavy equipment.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Letter of Agreement

MAYOR
OSCAR B GOODMAN

CITY COUNCIL
MICHAEL J McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

August 15, 2000

Southern Nevada Paving, Inc
3355 Polaris Avenue
Las Vegas, NV 89103
(702) 876-5226

LETTER OF AGREEMENT FOR USE OF LAND AT THE NORTHWEST CORNER OF WESTCLIFF DRIVE AND ROCK SPRINGS DRIVE

The City of Las Vegas (CITY) agrees to provide the use of land at the northwest corner of Westcliff Drive and Rock Springs Drive, Las Vegas, Nevada, as depicted in the site map attached as "EXHIBIT A" for parking equipment off road and possible water truck loading area

LESSEE has been retained by City of Las Vegas as the contractor to construct and develop the City of Las Vegas Westcliff Street Improvements in the area of the subject land

The term of this Letter of Agreement shall commence on _______________, and shall end on November 30, 2000 The LESSEE agrees to pay the CITY the amount of $200 00 per month throughout the term of this Letter of Agreement.

LESSEE agrees to procure and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence; $2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the land for the corresponding dates set forth above. The insurance policies shall name the City as an additional insured. The CITY will accept the certificate of insurance on the Westcliff Street Improvements construction job presently occurring in lieu of a new policy subject to the existing policy covering the LESSEE'S use of the land and this Letter of Agreement.

In addition to the insurance coverage required, and not in lieu thereof, LESSEE agrees to indemnify, defend and hold the CITY, its officers, employees and agents which rise out of, or result from, the act of omission, neglect or otherwise, on the part of LESSEE, its officers, employees or agents in connection with the use of the CITY's land described above, and/or performance of its obligation under this Letter of Agreement

The LESSEE will abide by all rules and regulations concerning air quality and provide dust retardation if and as required by the Clark County Health District.

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702 229 1020
FAX 702 384 0527
TDD 702 386 9108
www ci las-vegas nv us

The LESSEE agrees to restore the land to its original condition upon the expiration of this Letter of Agreement. LESSEE shall remove all debris and materials associated with the use of the land and dispose of such in an appropriate and lawful manner.

The CITY reserves the right to terminate this Letter of Agreement for any reason whatsoever, and the authority granted hereunder to use the land described above, and such termination shall become effective upon giving thirty (30) day's notice to the LESSEE

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

This Letter of Agreement shall be approved, accepted and executed by a duly authorized representative of the LESSEE

CITY OF LAS VEGAS

by__________________________
OSCAR GOODMAN, Mayor

date ________________________
"CITY"

APPROVED AS TO FORM

by D Pinpcello 8/16/00

APPROVED AND ACCEPTED BY.

SOUTHERN NEVADA PAVING, INC

by__________________________
JESS FREEMAN, Project Manager

date________________________
"LESSEE"

EXHIBIT "A"

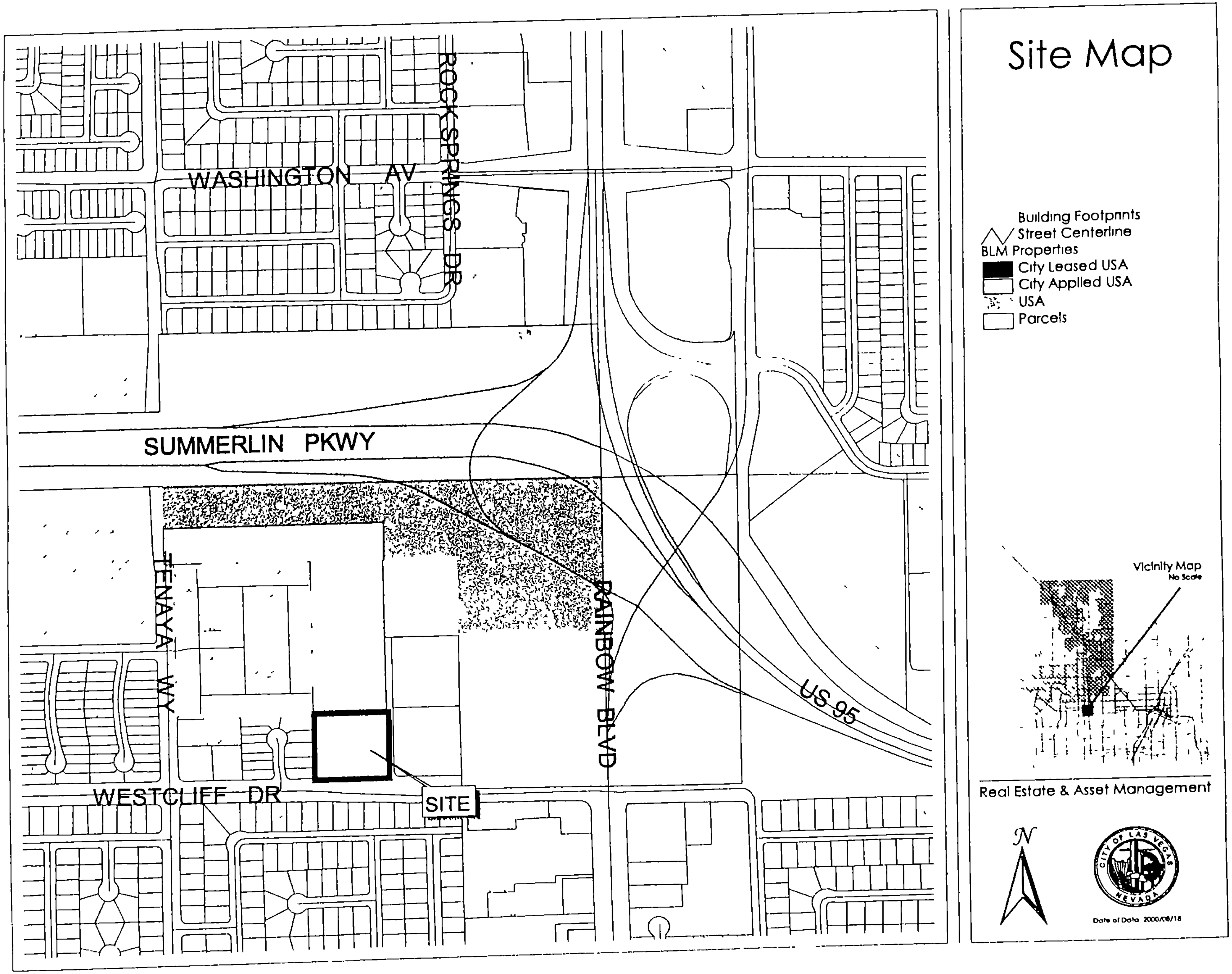

Site Map
WASHINGTON AV
ROCK SPRINGS DR
SUMMERLIN PKWY
TENAYA WY
RAINBOW BLVD
US 95
WESTCLIFF DR
SITE
Building Footprints
Street Centerline
BLM Properties
City Leased USA
City Applied USA
USA
Parcels
Vicinity Map
No Scale
Real Estate & Asset Management
N
CITY OF LAS VEGAS
NEVADA
Date of Data 2000/08/18

Exhibit "B"

Disclosure of Principals

The principals and partners of Southern Nevada Paving, Inc. and all persons and entities holding more than 1% interest in Southern Nevada Paving, Inc. or any principal of Southern Nevada Paving, Inc. are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. FLOYD MELDRUM	3555 POLARIS AVENUE	(702) 876-5226
2. GERALDINE MELDRUM	3555 POLARIS AVENUE	(702) 876-5226
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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

SOUTHERN NEVADA PAVING, INC.

By: Floyd Meldrum

Its: PRESIDENT

Subscribed and sworn to before me this 18 day of AUGUST, 2000.

Linda M Mackey

Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
LINDA M. MACKEY
No. 00-61654-1 My Appointment Expires Mar. 17, 2004