

City of Las Vegas

S. ✓

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, MAY 5, 2003
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN L.B. McDONALD

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

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action authorizing staff to sell the guest home located behind 6240 Juliano Road to Building 160 Supply Company for \$1,650 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)
2. Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Building 160 Supply Company in conjunction with their purchase of a City-owned guest home located behind 6240 Juliano Road - Ward 6 (Mack)
3. Discussion and possible action authorizing staff to sell the home located at 6240 Juliano Road to Sandy Redona, Dan Redona, Charles Cole and Mary Jo Cole for \$7,500 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)
4. Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Sandy Redona, Dan Redona, Charles Cole, and Mary Jo Cole in conjunction with their purchase of a City-owned home located at 6240 Juliano Road - Ward 6 (Mack)
5. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a 20-foot wide Easement to LVVWD for a reservoir on a portion of Parcel Number 138-31-101-002 known as Angel Park - Ward 2 (L.B. McDonald)
6. Discussion and possible action regarding a First Amendment to the Municipal Court Traffic School Lease located at 2917 West Washington Avenue renewing the Lease until June 30, 2004, with a six-month renewal option - Ward 5 (Weekly)
7. Discussion and possible action regarding a Lease Agreement Renewal between the City of Las Vegas and the Economic Opportunity Board of Clark County's Health Services Division at the Las Vegas Business Center (\$35,424 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)
8. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center (\$70,583.38 revenue/14 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)
9. Discussion and possible action regarding the Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 N. Las Vegas Blvd. (APN#139-34-510-045) (\$14,559.45 - Parking Fund/Stewart Avenue Parking Garage) - Ward 5 (Weekly)

CITIZENS PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES

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

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
Las Vegas Library, 833 Las Vegas Boulevard North; Senior Citizens Center, 450 E. Bonanza; Clark County Government Center, 500 S. Grand Central Parkway; Court Clerk's Office Bulletin Board, City Hall Plaza; City Hall Plaza, Special Outside Posting Bulletin Board

1312

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA **REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003**

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

MINUTES:

PRESENT: COUNCILMEMBERS WEEKLY and L.B. McDONALD

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

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:

Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board

(3:10 – 3:11)

1-10

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action authorizing staff to sell the guest home located behind 6240 Juliano Road to Building 160 Supply Company for \$1,650 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)

Fiscal Impact

<input type="checkbox"/> No Impact	Amount: \$1,650 incoming funds
<input type="checkbox"/> Budget Funds Available	Dept./Division: Public Works/Real Estate
<input type="checkbox"/> Augmentation Required	Funding Source: Road Projects/R-O-W acquisition

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 3/19/03 to sell this guest home. Building 160 Supply Co. was the highest qualified buyer offering \$1,650, they hold title to vacant land on which to place the home & also have funds to purchase, dismantle & move the home using a licensed contractor. Any incoming funds (less closing costs) will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Purchase Agreement for Guest Home

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that this matter involves the sale of a house on the Durango "S Curve." The house is approximately 700 square feet and will be relocated to another property. Staff is working diligently to sell the remaining homes so that demolition fees do not have to be paid.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Public Works

Item 1 - Discussion and possible action authorizing staff to sell the guest home located behind 6240 Juliano Road to Building 160 Supply Company for \$1,650 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition)

MINUTES – Continued:

COUNCILWOMAN McDONALD asked how often the City holds auctions. MR. ROARK replied that they are rarely held, but when they are held they are advertised in the newspaper for two consecutive weeks. COUNCILWOMAN McDONALD requested that notice be provided to the Council office of any future auctions.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:16 – 3:19)

1-169

AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL GUEST HOME

THIS AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL GUEST HOME is made and entered into this ____ day of _____, 2003, by and between City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and BUILDING 160 SUPPLY COMPANY (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a single-family residential Guest Home and improvements consisting of approximately 816 square feet (the "Guest Home") located behind the residential house at 6240 Juliano Road, Las Vegas, Nevada (the "Property"). A Site Plan of the Property depicting the Guest Home and Property is attached hereto as Exhibit "A".

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Guest Home, which will be removed from the Property by Buyer and moved to another location.

C. At an auction held on 3/27/03 at 2:00 pm in City Hall, the above referenced Buyer was the highest bidder.

D. As a requirement to participate in the auction, Buyer submitted to the City's Real Estate and Asset Division prior to the auction: 1) a \$5,000 check as a good faith earnest deposit, 2) proof of the Buyer's vacant land ownership, 3) proof of credit worthiness, 4) signed and notarized Disclosure Form, and 5) a signed form agreeing to abide by the City's requirements contained in the handout relative to the auction sale, and removal of the Guest Home.

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

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

A. The Guest Home shall consist of approximately 816 square feet single-family residential Guest Home building, the garage, all related fixtures and improvements and appliances, equipment, machinery and other personal property, which are used solely in connection with the Guest Home, located at the Property. The Guest Home excludes the real property, landscaping, utility lines, and other improvements owned by the Seller and used in connection with the Property.

B. Purchase Price. The purchase price to be paid for the Guest Home shall be ONE THOUSAND, SIX HUNDRED AND FIFTY AND 00/100 DOLLARS (\$1,650.00). Said sum shall be paid as follows:

(1) Seller shall return the Buyer's \$5,000 deposit and Buyer shall replace the \$5,000 deposit with a check in the amount of \$1,650 as a good faith earnest deposit into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period, as defined hereafter.

(2) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposit shall apply toward the purchase price of the Guest Home.

(3) Prior to close of escrow, Buyer shall deposit any remaining balance prior to close of escrow.

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

D. Buyer covenants to comply with the Guest Home Auction – 6240 Juliano Road Guest Home handout executed by Buyer, a copy of which is attached hereto as Exhibit "B", regarding the Buyer's requirements to comply with certain City and County regulations and ordinances and the removal of the Guest Home from the Property. Buyer shall obtain all necessary permits from the applicable government agencies for a moved residential building. Upon the close of escrow, Buyer shall remove the Guest Home from the Property within thirty (30) days.

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

A To close escrow within sixty (60) days from the expiration of the Contingency Period. Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

B Buyer shall pay any Documentary Transfer Tax, if applicable, and the cost of the CLTA title insurance policy, if required, and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

C. Real property taxes shall be prorated to close of escrow to the extent applicable to the Guest Home;

D. Any Special Assessments or Fees outstanding on the Property, which are of record, shall be delineated by Escrow and prorated to the Close of Escrow to the extent applicable to the Guest Home.

E. In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

F. If all conditions to the escrow have been met, the Escrow Agent shall prepare the necessary documents to be executed by the appropriate parties transferring the title of the Guest Home to the Buyer and record such documents, if required.

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

3. Contingencies. The purchase of the Guest Home is contingent upon:

A. A forty-five (45) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property and Guest Home to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Guest Home, Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 3 A. are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period, Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

4. **Broker Commissions/Disclosure.** Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

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

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: Building 160 Supply Company
2580 N. Paddock Avenue
Pahrump, NV 89048
(775) 751-9502

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

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

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

8. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand (\$10,000.00) Dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

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

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

...

...

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

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

Date: _____ Time: _____ am/pm

BUYER :

Rosemarie Ricks
BUILDING 160 SUPPLY COMPANY
ROSEMARIE RICKS, OWNER

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: _____ Time: _____ am/pm

SELLER:

City of Las Vegas, a municipal corporation
of the State of Nevada

By: _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

By: _____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

By: J. Lombardo 4/21/03
DEPUTY CITY ATTORNEY, DATE

...
...

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

Accepted by Escrow Agent:

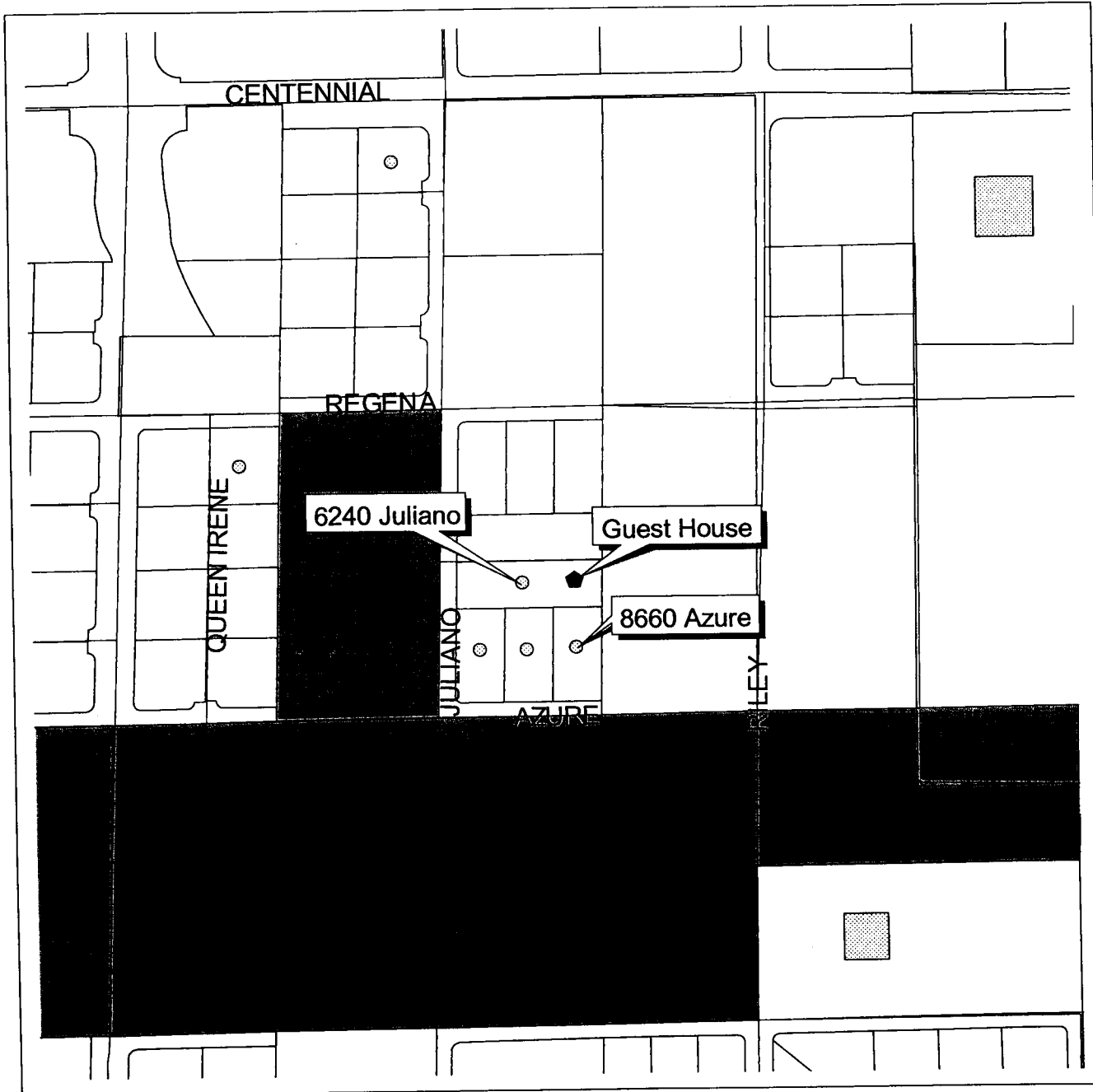
The undersigned hereby agrees to act as Escrow Agent in accordance with the above Purchase and Sale Agreement dated _____ by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and BUILDING 160 SUPPLY COMPANY, ROSEMARIE RICKS, OWNER ("Buyer").

United Title of Nevada,
A Nevada Corporation

By: _____ Date: _____

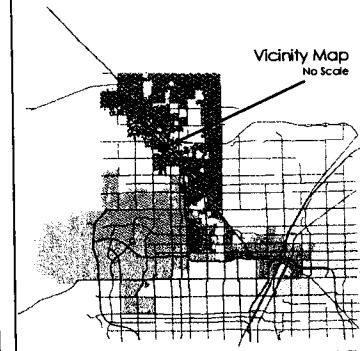
Its: _____

EXHIBIT "A"



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/03/31

EXHIBIT "B"

Durango "S" Curve Home Auction

6240 Juliano Road

Potential Buyer Requirements:

- Potential bidder should be aware that building plans are available at the following rates from the Clark County Building Department/Development Services: \$2 for 11" x 17" sheets (half size) or \$4 for 24" x 36" sheets (full size). This information has been provided to the inquiring party so that the plans can be provided to their potential home mover.
- Potential bidder should be aware that they must submit floor plans and elevations to receive a permit for a "moved residence" from the Clark County Building Department (if moving into the County) and that a moving company will most likely need these plans in order to give you a bid for moving the house.
- Potential bidder should be aware that they must abide by all regulations for the Clark County Building Department (if moving into the County).
- Potential bidder should be aware that they must abide by all regulations for the City of Las Vegas Building & Safety Department (if moving into the City).
- A walk through of the house will be conducted on March 20, 2003, 9:00 a.m. to be held on location at 6240 Juliano Road.
- If you choose, please be prepared to have your prospective home mover also in attendance at this meeting for site inspection. The City of Las Vegas will not address any technical questions regarding the house. You or your representative will have to make your own determination based on the plans purchased from the Clark County Building Department/Development Services. The City of Las Vegas cannot guarantee the accuracy of these plans.
- Potential bidder must submit a ^{chk}\$5,000 personal check (as a refundable deposit) payable to the City of Las Vegas by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.) All unsuccessful bidders will have their checks voided after the auction and returned to them on that date.
- Potential bidder must submit proof of vacant land ownership by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.) on which he/she intends to move the house upon, including the parcel number and a site map identifying where the land is located.

EXHIBIT "B"

Durango "S" Curve Home Auction

6240 Juliano Road

- Potential bidder must submit proof of credit worthiness from their lender and/or financial institution by the day before commencement of the auction (March 26, 2003, by 12:00 a.m.) to confirm available funds are accessible for the purchase of the home and transportation of the home to your vacant land.
- Potential bidder must submit the attached Disclosure Form (completed, signed, and notarized) by the day before commencement of the auction (March 26, 2003, by 12:00 a.m.)
- Potential bidder must attend the auction March 27, 2003, 2:00 p.m. at City Hall, 4th floor, Boulder Room, 400 Stewart Avenue, Las Vegas, NV 89101 in order to participate in the auction.
- The successful bidder must cap off/mark the water and sewer lines.
- The City of Las Vegas will disconnect the gas/electric/phone/cable utilities, as applicable.
- Successful bidder must use a licensed/qualified mover to transport the house to bidder's vacant land.
- Successful bidder should be aware that there is a septic tank located on site for sewer services.
- Escrow is to close within 45 days from the date of the auction.
- The home must be moved within 30 days after the close of escrow.
- Successful bidder will be required to enter into a Sales Agreement that must be approved by the Las Vegas City Council prior to the close of escrow for the dollar amount awarded at the auction plus the normal customary closing costs at the title company.
- Successful bidder shall obtain any and all federal, state and local permits and licenses required to move the residence to their vacant land. Successful bidder 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. The City of Las Vegas makes no representation or commitment concerning the approval of development-related permits for the anticipated moving and construction of the Improvements.

EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Block 1</td> <td>Contracting Entity (Name)</td> </tr> <tr> <td></td> <td>BUILDING 160 Supply Company 2580 NORTH PADDOCK AVENUE PAHRUMP, NEVADA 89048 (775) 751-9502</td> </tr> <tr> <td>Name</td> <td>ROSEMARIE RICKS</td> </tr> <tr> <td>Address</td> <td>1325 CALLAN DRIVE LV</td> </tr> <tr> <td colspan="2">Social Security # 570-70-95-02</td> </tr> </table>	Block 1	Contracting Entity (Name)		BUILDING 160 Supply Company 2580 NORTH PADDOCK AVENUE PAHRUMP, NEVADA 89048 (775) 751-9502	Name	ROSEMARIE RICKS	Address	1325 CALLAN DRIVE LV	Social Security # 570-70-95-02		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Block 2</td> <td>Description</td> </tr> <tr> <td></td> <td>Subject Matter of Contract/Agreement: Auction/Purchase Agreement re: 6240 Juliano Road Guest Home</td> </tr> </table>	Block 2	Description		Subject Matter of Contract/Agreement: Auction/Purchase Agreement re: 6240 Juliano Road Guest Home
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Name	ROSEMARIE RICKS														
Address	1325 CALLAN DRIVE LV														
Social Security # 570-70-95-02															
Block 2	Description														
	Subject Matter of Contract/Agreement: Auction/Purchase Agreement re: 6240 Juliano Road Guest Home														

Block 3	Type of Business
<input checked="" type="checkbox"/>	Individual
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	ROSEMARIE RICKS	1325 CALLAN DRIVE, LV	259-6333
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

EXHIBIT "C"

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

ROSEMARIE RICKS

BUILDING 160 SUPPLY Co

100%
OWNERSHIP.

EXHIBIT "C"

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: NONE ATTACHED

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Rosemarie Fuchs

Name

20 MARCH 2003

Date

Subscribed and sworn to before me this 20 day of

March, 2003.

Dante DeLeon

Notary Public



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Building 160 Supply Company in conjunction with their purchase of a City-owned guest home located behind 6240 Juliano Road - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 3/19/03 to sell this guest home. Building 160 was the highest qualified buyer(s) offering \$1,650, holding title to vacant land on which to place the home & having funds to purchase, dismantle & move the guest home using a licensed contractor. The incoming funds (less closing costs) from the sale of this guest home will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval for the Mayor to execute the Bill of Sale

BACKUP DOCUMENTATION:

Bill of Sale

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, explained that this matter involves the Bill of Sale for the property being sold under Item 1. Two separate items were needed to give the winning bidder a Bill of Sale in order to obtain the permits to relocate the structure.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Public Works

Item 2 - Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Building 160 Supply Company in conjunction with their purchase of a City-owned guest home located behind 6240 Juliano Road

MINUTES – Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:19 – 3:20)

1-275

BILL OF SALE

In consideration of One Thousand, Six Hundred and Fifty and 00/100 Dollars (\$1,650.00) to be paid by Building 160 Supply Company, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby grant, sell, transfer and deliver unto Building 160 Supply Company the following:

a Bill of Sale for the guest home located behind 6240 Juliano Road.

To have and to hold the same to Building 160 Supply Company, and their heirs, executors, administrators, successors and assigns, to their use forever.

The undersigned hereby covenants that they are the lawful owner of the goods described above; that the goods are free from all encumbrances; that the undersigned have the right to sell the same as aforesaid; and that the undersigned warrants and defends the same against any lawful claims and demands.

IN WITNESS WHEREOF, the City of Las Vegas hereby executes this Bill of Sale on the _____ day of _____, 2003.

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 4-23-03
DEPUTY CITY ATTORNEY

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action authorizing staff to sell the home located at 6240 Juliano Road to Sandy Redona, Dan Redona, Charles Cole and Mary Jo Cole for \$7,500 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount: \$7,500 incoming funds

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: Road Projects/R-O-W acquisition

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 3/19/03 to sell this home. The Redonas' and Cole's were the highest qualified buyer offering \$7,500, they hold title to vacant land on which to place the home & also have funds to purchase, dismantle & move the home using a licensed contractor. Any incoming funds (less closing costs) will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Purchase Agreement for 6240 Juliano Road

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, said that this matter involves the sale of another house located on the Durango "S Curve." The winning bid came in at \$7,500. He recommended approval.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:00 – 3:02)

AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL HOUSE

THIS AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL HOUSE is made and entered into this ____ day of _____, 2003, by and between City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and SANDY REDONA, DAN REDONA, CHARLES COLE AND MARY JO COLE, (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a single-family residential house and improvements consisting of approximately 3,434 square feet (the "Home") located at 6240 Juliano Road, Las Vegas, Nevada (the "Property"). A Site Plan of the Property depicting the Home and Property is attached hereto as Exhibit "A".

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Home, which will be removed from the Property by Buyer and moved to another location.

C. At an auction held on 3/27/03 at 2:00 pm in City Hall, the above referenced Buyer was the highest bidder.

D. As a requirement to participate in the auction, Buyer submitted to the City's Real Estate and Asset Division prior to the auction: 1) a \$5,000 check as a good faith earnest deposit, 2) proof of the Buyer's vacant land ownership, 3) proof of credit worthiness, 4) signed and notarized Disclosure Form, and 5) a signed form agreeing to abide by the City's requirements contained in the handout relative to the auction sale, and removal of the Home.

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

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

A. The Home shall consist of approximately 3,434 square feet single family residential house building, the garage, all related fixtures and improvements and appliances, equipment, machinery and other personal property which are used solely in connection with the Home located at the Property. The Home excludes the real property, landscaping, utility lines, and other improvements owned by the Seller and used in connection with the Property.

B. Purchase Price. The purchase price to be paid for the Home shall be SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00). Said sum shall be paid as follows:

(1) Buyer shall deposit \$5,000 into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period, as defined hereafter.

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

(3) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, TWO THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00).

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

D. Buyer covenants to comply with the Home Auction – 6240 Juliano Road handout executed by Buyer, a copy of which is attached hereto as Exhibit "B", regarding the Buyer's requirements to comply with certain City and County regulations and ordinances and the removal of the Home from the Property. Buyer shall obtain all necessary permits from the applicable government agencies for a moved residential building. Upon the close of escrow, Buyer shall remove the Home from the Property within thirty (30) days.

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

A To close escrow within sixty (60) days from the expiration of the Contingency Period. Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

B Buyer shall pay any Documentary Transfer Tax, if applicable, and the cost of the CLTA title insurance policy, if required, and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

C. Real property taxes shall be prorated to close of escrow to the extent applicable to the Home;

D. Any Special Assessments or Fees outstanding on the Property, which are of record, shall be delineated by Escrow and prorated to the Close of Escrow to the extent applicable to the Home.

E. In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

F. If all conditions to the escrow have been met, the Escrow Agent shall prepare the necessary documents to be executed by the appropriate parties transferring the title of the Home to the Buyer and record such documents, if required.

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

3. Contingencies. The purchase of the Home is contingent upon:

A. A forty-five (45) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property and Home to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Home, Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 3 A. are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period, Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

4. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

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

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: Sandy Redona
Dan Redona
Mary Jo Cole
10221 Four Views Street
Las Vegas, NV 89143
(702) 595-7260

To Buyer: Charles Cole
5945 Butler Street
Las Vegas, NV 891491
(702) 658-7040

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

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

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

8. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand (\$10,000.00) Dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

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

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

...

...

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

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

Date: _____ Time: _____ am/pm

BUYER :

Sandy Redona
SANDY REDONA

Dan Redona
DAN REDONA

Charles Cole
CHARLES COLE

Mary Jo Cole
MARY JO COLE

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: _____ Time: _____ am/pm

SELLER:

City of Las Vegas, a municipal corporation
of the State of Nevada

By:

OSCAR B. GOODMAN, MAYOR

ATTEST:

By:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

By: *J. P. [Signature]* 4/8/03
DEPUTY CITY ATTORNEY, DATE

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

Accepted by Escrow Agent:

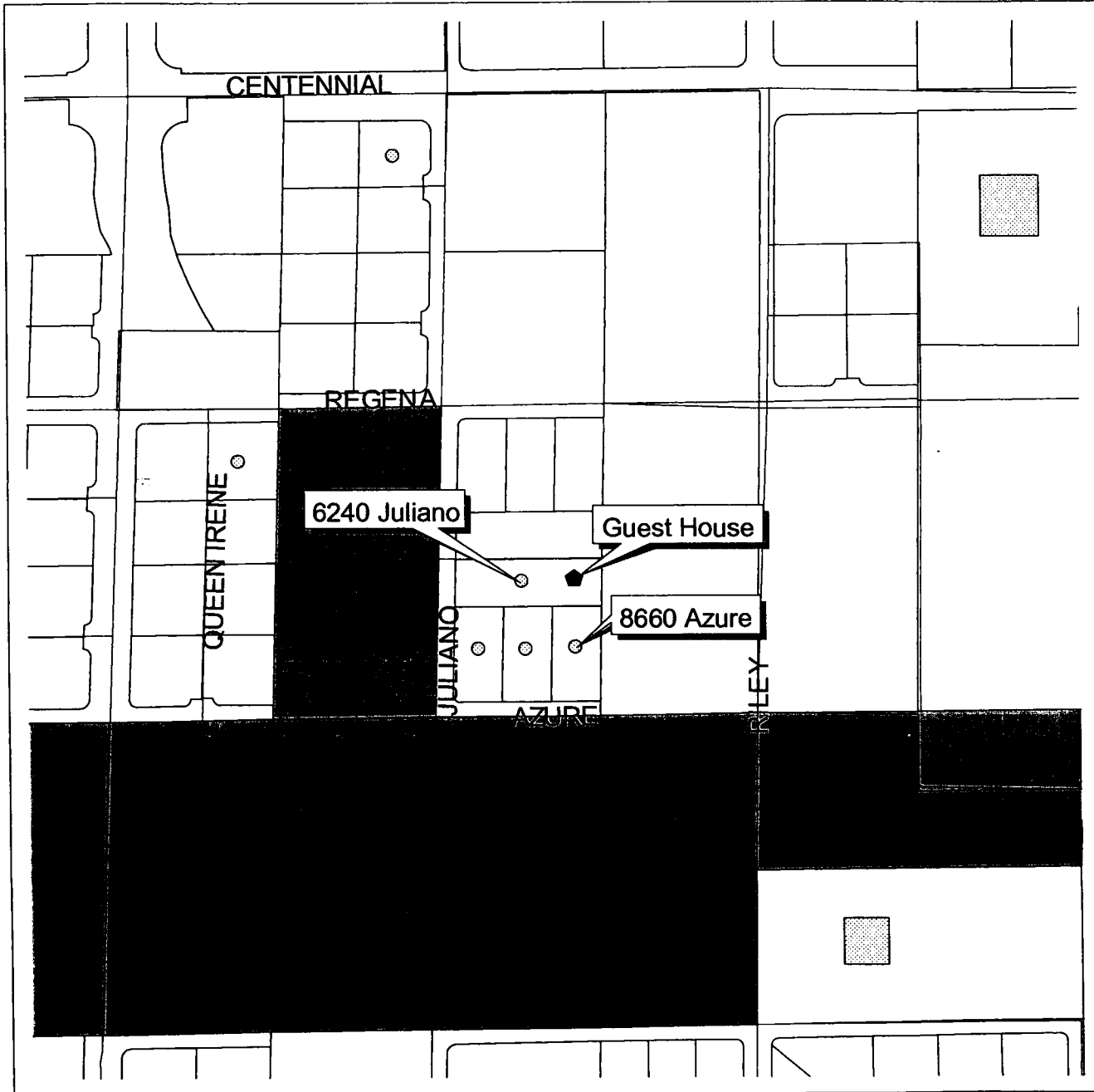
The undersigned hereby agrees to act as Escrow Agent in accordance with the above Purchase and Sale Agreement dated _____ by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and SANDY REDONA, DAN REDONA, CHARLES COLE, AND MARY JO COLE ("Buyer").

United Title of Nevada,
A Nevada Corporation

By: _____ Date: _____

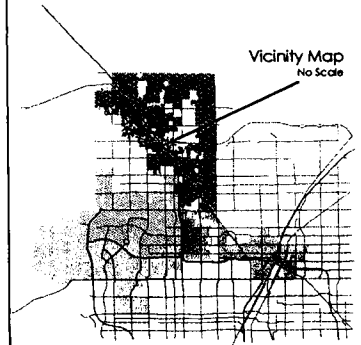
Its: _____

EXHIBIT "A"



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/03/31

EXHIBIT "B"

Durango "S" Curve Home Auction

Guest Home behind 6240 Juliano Road

Potential Buyer Requirements:

- Potential bidder should be aware that building plans are available at the following rates from the Clark County Building Department/Development Services: \$2 for 11" x 17" sheets (half size) or \$4 for 24" x 36" sheets (full size). This information has been provided to the inquiring party so that the plans can be provided to their potential home mover.
- Potential bidder should be aware that they must submit floor plans and elevations to receive a permit for a "moved residence" from the Clark County Building Department (if moving into the County) and that a moving company will most likely need these plans in order to give you a bid for moving the house.
- Potential bidder should be aware that they must abide by all regulations for the Clark County Building Department (if moving into the County).
- Potential bidder should be aware that they must abide by all regulations for the City of Las Vegas Building & Safety Department (if moving into the City).
- A walk through of the house will be conducted on March 20, 2003, 9:00 a.m. to be held on location at the guest home behind 6240 Juliano Road.
- If you choose, please be prepared to have your prospective home mover also in attendance at this meeting for site inspection. The City of Las Vegas will not address any technical questions regarding the house. You or your representative will have to make your own determination based on the plans purchased from the Clark County Building Department/Development Services. The City of Las Vegas cannot guarantee the accuracy of these plans.
- Potential bidder must submit a \$5,000 personal check (as a refundable deposit) payable to the City of Las Vegas by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.) All unsuccessful bidders will have their checks voided after the auction and returned to them on that date.
- Potential bidder must submit proof of vacant land ownership by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.) on which he/she intends to move the house upon, including the parcel number and a site map identifying where the land is located.

EXHIBIT "B"
Durango "S" Curve
Home Auction

6240 Juliano Road

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2003 MAR 25 A 9:40 AM

- Potential bidder must submit proof of credit worthiness from their lender and/or financial institution by the day before commencement of the auction (March 26, 2003, by 12:00 a.m.) to confirm available funds are accessible for the purchase of the home and transportation of the home to your vacant land.
- Potential bidder must submit the attached Disclosure Form (completed, signed, and notarized) by the day before commencement of the auction (March 26, 2003, by 12:00 a.m.)
- Potential bidder must attend the auction March 27, 2003, 2:00 p.m. at City Hall, 4th floor, Boulder Room, 400 Stewart Avenue, Las Vegas, NV 89101 in order to participate in the auction.
- The successful bidder must cap off/mark the water and sewer lines.
- The City of Las Vegas will disconnect the gas/electric/phone/cable utilities, as applicable.
- Successful bidder must use a licensed/qualified mover to transport the house to bidder's vacant land.
- Successful bidder should be aware that there is a septic tank located on site for sewer services.
- Escrow is to close within 45 days from the date of the auction.
- The home must be moved within 30 days after the close of escrow.
- Successful bidder will be required to enter into a Sales Agreement that must be approved by the Las Vegas City Council prior to the close of escrow for the dollar amount awarded at the auction plus the normal customary closing costs at the title company.
- Successful bidder shall obtain any and all federal, state and local permits and licenses required to move the residence to their vacant land. Successful bidder 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. The City of Las Vegas makes no representation or commitment concerning the approval of development-related permits for the anticipated moving and construction of the Improvements.

EXHIBIT "B"
Durango "S" Curve
Home Auction

6240 Juliano Road

- Successful bidder 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 prior to moving the house.
- Potential bidder must sign agreeing to abide by the terms contained herein and return same by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.)

POTENTIAL BIDDER

<u>Sandy Redona</u>	<u>3/22/03</u>
Name	Date
<u>Daniel K. Redona</u>	<u>3/22/03</u>
<u>Charles Cole</u>	<u>3/22/03</u>
<u>Mary Jo Cole</u>	<u>3/23/03</u>

EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity (Name) ① Sandy + ② Dan Redona ③ Charles + ④ Mary Jo Cole Name 10221 Four Views Address Social Security # ① 530-78-73-76 ② 562-23-3382 ③ 530-24-0701 ④	Block 2 Description Subject Matter of Contract/Agreement: Auction/Purchase Agreement re: 6240 Juliano Road
--	---

Block 3	Type of Business <input checked="" type="checkbox"/> Individuals <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation
----------------	---

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Sandy Redona	10221 Four Views	595-7360
2.	Dan Redona	10221 Four Views	493-6317
3.	Charles Cole	5945 Butler	658-6580
4.	Mary Jo Cole	10221 Four Views	396-7040
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: n/a

EXHIBIT "C"

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: n/a
Date of Attached Document: n/a Number of Pages: n/a

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Sandra Redona 2/11/03
Name

2/11/03
Date

Subscribed and sworn to before me this 11th day of

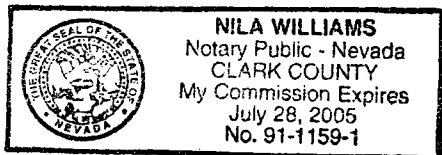
Feb., 2003.

Nila Williams
Notary Public

Daniel K Redona 2/11/03

Charles Cole 2/11/03

Mary J Cole 2/11/03



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Sandy Redona, Dan Redona, Charles Cole, and Mary Jo Cole in conjunction with their purchase of a City-owned home located at 6240 Juliano Road - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 3/19/03 to sell this home. The Redonas' and Cole's were the highest qualified buyer(s) offering \$7,500, holding title to vacant land on which to place the home & having funds to purchase, dismantle & move the home using a licensed contractor. The incoming funds (less closing costs) from the sale of this guest home will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval for the Mayor to execute the Bill of Sale

BACKUP DOCUMENTATION:

Bill of Sale

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that this matter is for the Bill of Sale for the property sold under Item 3. He recommended approval.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

BILL OF SALE

In consideration of Seven Thousand, Five Hundred and 00/100 Dollars (\$7,500.00) to be paid by Sandy Redona, Dan Redona, Charles Cole, and Mary Jo Cole, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby grant, sell, transfer and deliver unto Sandy Redona, Dan Redona, Charles Cole, and Mary Jo Cole the following:

a Bill of Sale for the home located at 6240 Juliano Road.

To have and to hold the same to Sandy Redona, Dan Redona, Charles Cole, and Mary Jo Cole, and their heirs, executors, administrators, successors and assigns, to their use forever.

The undersigned hereby covenants that they are the lawful owner of the goods described above; that the goods are free from all encumbrances; that the undersigned have the right to sell the same as aforesaid; and that the undersigned warrants and defends the same against any lawful claims and demands.

IN WITNESS WHEREOF, the City of Las Vegas hereby executes this Bill of Sale on the _____ day of _____, 2003.

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 4-23-03
DEPUTY CITY ATTORNEY

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a 20-foot wide Easement to LVVWD for a reservoir on a portion of Parcel Number 138-31-101-002 known as Angel Park - Ward 2 (L.B. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

LVVWD has requested this Easement and Rights-of Way to operate a reservoir on a 20-foot wide portion near Angel Park grounds. In order to accommodate LVVWD's request, the City is requested to grant this Easement and Rights-of-Way to LVVWD to service the reservoir site. LVVWD would be responsible for the construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances, if necessary.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Site Map
3. Aerial Map

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Public Works

Item 5 - Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a 20-foot wide Easement to LVVWD for a reservoir on a portion of Parcel Number 138-31-101-002 known as Angel Park

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, explicated that the easement is for the recycled reclamation water that is being sold to the TPC golf course. The Water District needs to install a pipeline on property near Angel Park grounds to discharge water about once every five years. Flood control approved the request and staff recommends approval.

COUNCILWOMAN McDONALD said that referring to the land as Angel Park land is confusing, because when she thinks of Angel Park she thinks of the land east of Rampart, not at Alta and Hualapai. MR. ROARK explained that the land within the patent is referred to as Angel Park. This is a portion of the golf course property.

COUNCILWOMAN McDONALD asked how this might affect the City's intention to develop the remaining property as a technology park. MR. ROARK answered that this pipeline is going to be almost parallel to an existing Water District pipeline and dump into the wash area, which will never be developed.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:21 – 3:24)

1-347

EASEMENT AND RIGHTS-OF-WAY

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

THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION OF THE STATE OF NEVADA,

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

WITNESSETH:

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

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

The **GRANTOR**, its successors and assigns agree that:

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

THE CITY OF LAS VEGAS

Signator for GRANTOR warrants that he/she has the legal authority to bind the parties hereto and GRANTOR warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her/their hand/hands this ____ day of _____, 2003.

Oscar B. Goodman, Mayor

Approved as to form:

Thomas R. Green 3/31/03
Deputy City Attorney, Date

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

EXHIBIT "A"

LVVWD EASEMENT @ ANGEL PARK RESERVOIR

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20.00 FOOT WIDE STRIP OF LAND, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER (NW COR) OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 31; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 88°49'54" EAST, A DISTANCE OF 2,196.01 FEET; THENCE LEAVING SAID NORTHERLY LINE OF SAID NORTHWEST QUARTER (NW ¼) OF SECTION 31, SOUTH 04°37'40" EAST, A DISTANCE OF 176.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°26'18" EAST, A DISTANCE OF 167.61 FEET TO THE POINT OF ENDING.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO BEGIN ON THE EASTERLY SIDE OF AN EXISTING 50.00 FOOT WIDE LAS LEGAS VALLEY WATER DISTRICT EASEMENT.

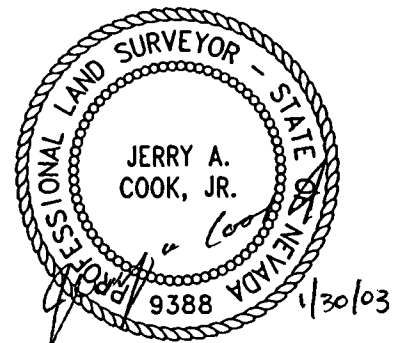
THIS PARCEL CONTAINS 3140 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

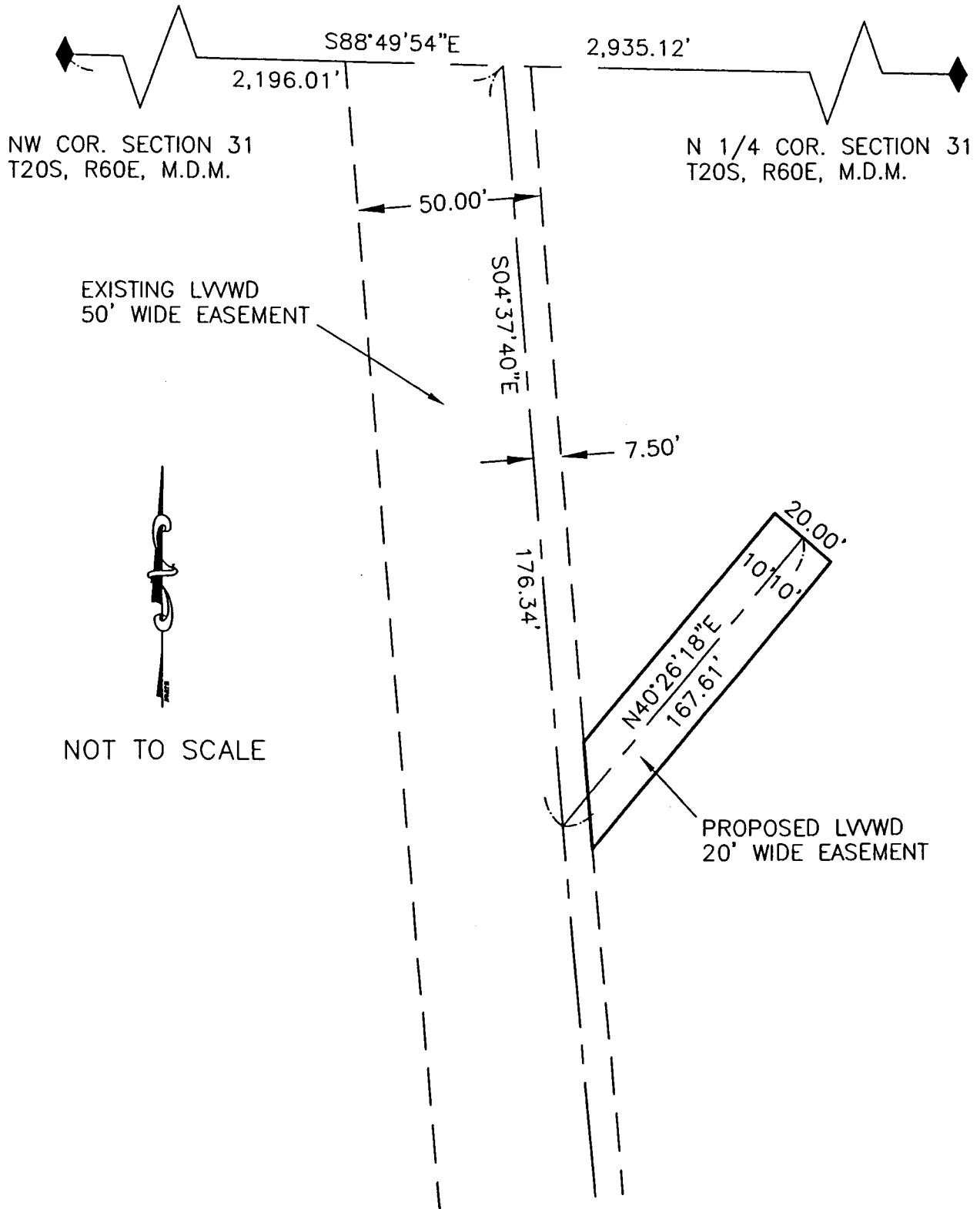
SOUTH 88°49'54" EAST BEING THE NORTHERLY LINE OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 59, PAGE 26 OF SURVEYS IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:

JERRY A. COOK, JR., P.L.S.
CARTER AND BURGESS, INC.
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



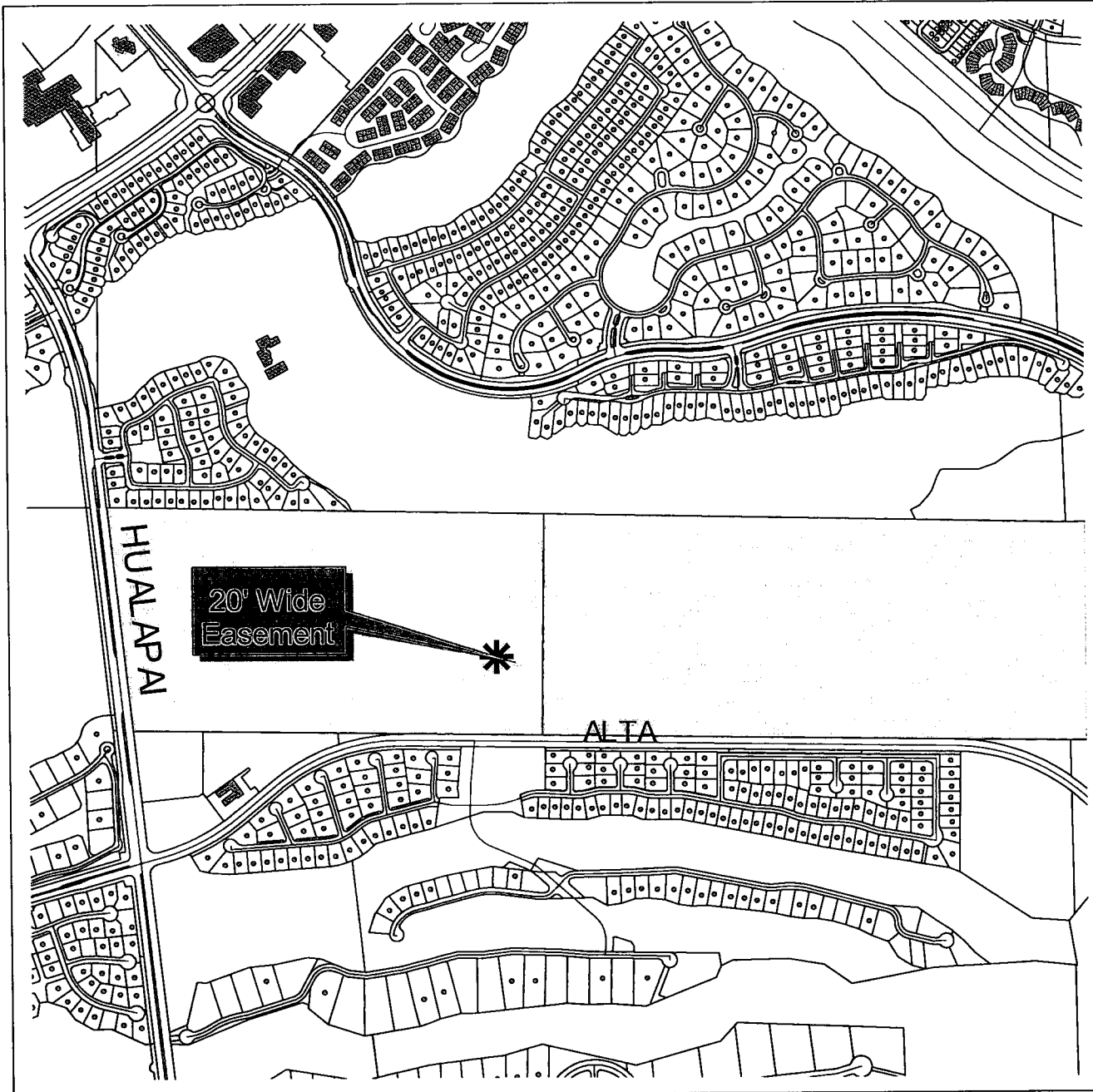
EXP. DATE 12/31/04



EASEMENT EXHIBIT "A"

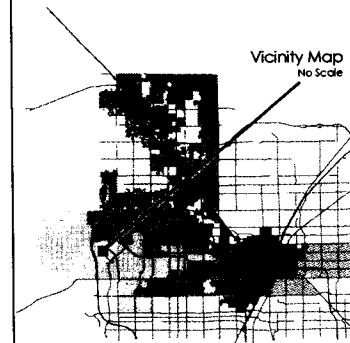
LAS VEGAS VALLEY WATER DISTRICT
 C1079 - ANGEL PARK RESERVOIR

Carter Burgess
 6655 BERMUDA ROAD
 LAS VEGAS, NV. 89119
 TELE: (702) 938-5400



Site Map

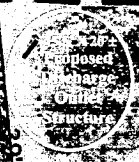
-  Building Footprints
-  Street Centerline
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management

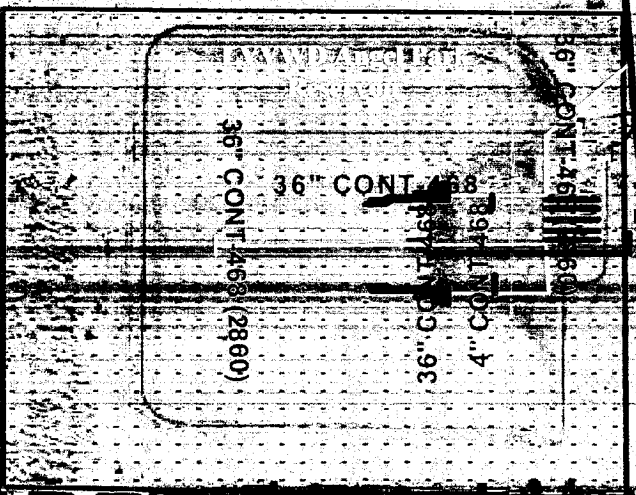


Date of Data: 2003/04/18



1. The discharge outfall will be riprapped to prevent erosion.
2. Water will flow through the discharge pipeline once every 3 to 5 years to allow the reservoir to be emptied of sediment and then be disinfected.
3. The amount of water discharge will be between 100 to 300 gallons per minute.
4. The discharge period will not exceed 5 days.
5. No stagnant water will result from the discharge.
6. No hazardous materials will be discharged from the reservoir.

Existing LVVWD Easements



Alta Drive

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding a First Amendment to the Municipal Court Traffic School Lease located at 2917 West Washington Avenue renewing the Lease until June 30, 2004, with a six-month renewal option - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 3/19/02, Mr. Lee, as the new owner of the Traffic School building, signed a Subordination, Non-Disturbance & Attornment Agreement pertaining to abide by the existing terms contained in the 2001 Traffic School Lease. The term of the Lease will expire on June 30, 2003. This First Amendment will extend the term until June 30, 2004. If CLV is not in default of the Lease, CLV may request to renew the Lease for an additional 6-month term by providing Mr. Lee with a 120-day notice. The minimum monthly rental for the renewal period shall increase by three percent (3%).

RECOMMENDATION:

Staff recommends approval and recommends authorization for staff to execute any further documents with Mr. Lee to facilitate the intent of the Lease

BACKUP DOCUMENTATION:

1. First Amendment to Municipal Court Traffic School Lease
2. Disclosure
3. Site Map

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Public Works

Item 6 - Discussion and possible action regarding a First Amendment to the Municipal Court Traffic School Lease located at 2917 West Washington Avenue renewing the Lease until June 30, 2004, with a six-month renewal option

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, commented that this amendment is necessary because the Regional Justice Center is not anticipated to be completed this fiscal year. Staff entered into another lease agreement for the traffic school about two and a half years ago with the expectation that the Justice Center would be built at the conclusion of that agreement. Hopefully no more amendments will be necessary. He recommended approval.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:24 – 3:25)

1-440

**FIRST AMENDMENT TO LEASE AGREEMENT
MUNICIPAL COURT TRAFFIC SCHOOL**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Lessee"), and JERRY LEE ("Lessor").

WITNESSETH

WHEREAS, Jim and Mary Pham, as lessor, and Lessee entered into a Lease Agreement dated June 20, 2001 for the lease of certain real property and improvements located at 2917 West Washington Avenue, Las Vegas, Nevada for use as the City of Las Vegas Municipal Court Traffic School (the "Lease Agreement"); and

WHEREAS, the Lease Agreement was assigned Jerry Lee, the Lessor, who agreed to abide by the terms of the Lease Agreement with the Lessee; and

WHEREAS, the initial term of the Lease Agreement shall expire on June 30, 2003, and the Lessee desire to exercise its option to renew the Lease Agreement pursuant to Section 36.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Lessor and Lessee agree as follows:

1. RENEWAL TERM. In accordance with Section 36 of the Lease Agreement, the Lessor and Lessee agree to renew the Lease Agreement for a term of one (1) year beginning on July 1, 2003 and ending on June 30, 2004 ("First Renewal Term").

2. RENEWAL TERM RENT. Throughout the First Renewal Term, Lessee agrees to pay to Lessor, as and for minimum rent for the Premises, the sum of Nine Thousand Three Hundred Fifty Five and 92/100 Dollars (\$9, 355.92) per month, without demand, offset or reduction, payable monthly in advance to Lessor at the address set forth on each statement. Lessee also agrees to pay a flat monthly Common Area Operating Costs of One Thousand Five Hundred Eighty Two and 58/100 Dollars (\$1,582.58) throughout the First Renewal Term. The total monthly payment due to Lessor shall be Ten Thousand Nine Hundred Eighteen and 50/100 Dollars (\$10,918.50).

Except as expressly amended herein, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

...
...
...

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed on the day and year first above written.

Lessee:

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pontreals 4/24/23
Date

Lessor:

JERRY LEE

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposal (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

[June 2000]

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Contracting Entity (Name) Jerry Lee	Description Lease - 2917 W. Washington Ave Las Vegas, NV 89107
Address 456 Montgomery St, #700	
Address San Francisco, CA 94104	
EIN or Social Security # 572-70 - 2034	

Type of Business Owners of Real Property

Individual
 Partnership
 Limited Liability Company
 Corporation

Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

1.	Jerry Lee & Angela C. Lee	Husband & Wife (75%)	415-781-8251
2.	Donald Pinard & Jocelyn Pinard	Husband & Wife (25%)	415-956-6642
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the ~~Number~~

[June 2000]

Disclosure of Ownership and Principals - Alternate

N/A

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

~~REDACTED~~

~~REDACTED~~

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Jerry Lee

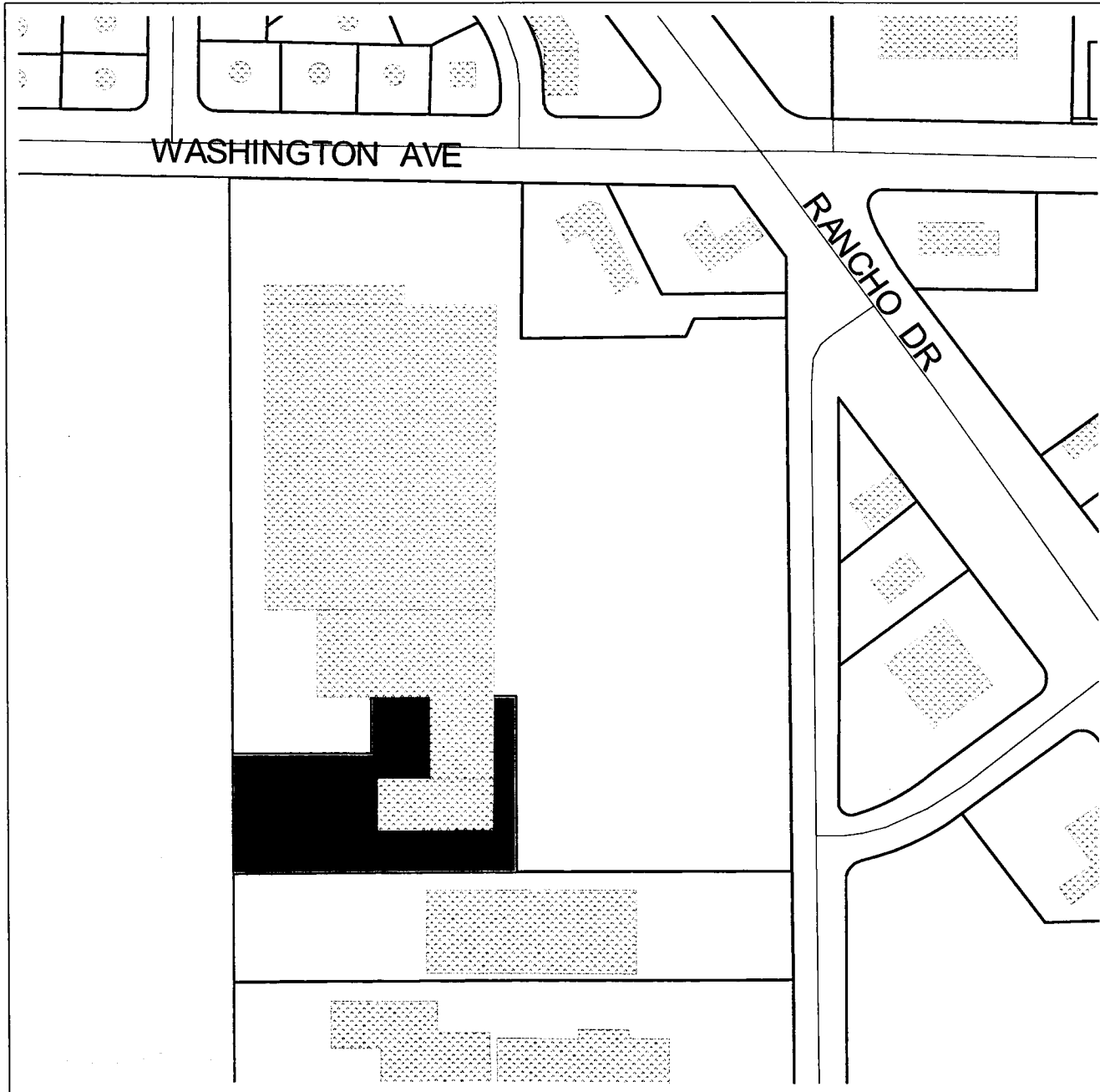
4/28/2003

Subscribed and sworn to before me this 28th day of

April, 2003
Catherine Yee
Notary Public

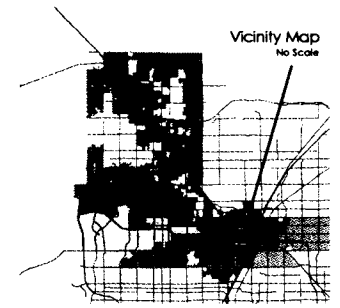


[June 2000]



Site Map

-  Building Footprints
-  Traffic school.shp
-  Street Centerline
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



Date of Data: 2002/11/12

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding a Lease Agreement Renewal between the City of Las Vegas and the Economic Opportunity Board of Clark County's Health Services Division at the Las Vegas Business Center (\$35,424 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$35,424/36 months (revenue)
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/>	Augmentation Required	Funding Source: Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:

The Economic Opportunity Board of Clark County's Health Services Division provides centralized administrative support to Economic Opportunity Board of Clark County's Health Clinics and their public health initiatives. The Economic Opportunity Board's lease term is three years with three one-year options for renewal.

RECOMMENDATION:

Staff recommends approval of the Lease Agreement between the City of Las Vegas and the Economic Opportunity Board of Clark County's Health Services Division at the Las Vegas Business Center.

BACKUP DOCUMENTATION:

Lease Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN McDONALD recommended Item 7 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

SUE PRESCOTT, Neighborhood Services, indicated that Economic Opportunity Board has been a very good tenant for three years. They would like to enter into another three-year lease agreement. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Neighborhood Services

Item 7 - Discussion and possible action regarding a Lease Agreement Renewal between the City of Las Vegas and the Economic Opportunity Board of Clark County's Health Services Division at the Las Vegas Business Center (\$35,424 revenue/36 months-Las Vegas Business Center Operations Fund)

MINUTES – Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:25 – 3:26)

1-480

LEASE AGREEMENT
LAS VEGAS BUSINESS CENTER

THIS LEASE AGREEMENT (hereinafter "Lease") entered into this ___ day of _____, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Economic Opportunity Board of Clark County, (hereinafter "Lessee").

WITNESSETH:

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

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

WHEREAS, Lessor desires to make available to Lessee, by means of this Lease, certain space within the Business Center on the terms and conditions set forth herein; and

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

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

WHEREAS, this Lease is consistent with the purpose of the EDA grant and the CDBG grant.

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

1. LEASE OF PREMISES

Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suite 36. Each suite (hereinafter the "Premises") consists of approximately 1,200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center that is attached hereto as Exhibit "A" and incorporated herein by this reference to be occupied by the Economic Opportunity Board of Clark County's Health Services Division.

2. TERM

Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on May 1, 2003 (the "Commencement Date") and shall end on April 30, 2006.

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," the form of which is attached as Exhibit "C" and provided by the City.

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. JOB CREATION AND RETENTION

Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

- (i) For an activity that creates jobs, the Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.
- (ii) For an activity that retains jobs, the Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:
 - (A) The job is known to be held by a low- or moderate-income person; or

- (B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.
- (i) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:
 - (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
 - (B) The Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

5. RECORDS TO BE MAINTAINED

Each Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

- a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR §570.3, as specified on the Self Certification Form For Family Income, the form of which is attached as Exhibit “F” and provided by the City; or the Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD’s criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:
 - (i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.
 - A. Where the Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:
 - (1) A copy of a written agreement containing:
 - a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training

for any of those jobs requiring special skills or education:

- b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and
 - c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and
- (2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.
- B. Where the Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:
- (1) A copy of a written agreement containing:
 - a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and
 - b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.
 - (1) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and
 - (2) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:
- A. Evidence that in the absence of CDBG assistance, jobs would be lost;
 - B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected

to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;
 - D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and
 - E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.
- (i) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

6. 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.

7. OPTION TO RENEW

Lessor agrees that Lessee may renew this Lease for an additional period of three (3) 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.

8. 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 Nine Hundred Forty Eight Dollars and No/Hundredths (\$948.00) in advance, calculated at Eighty-nine Cents (\$.89) per square foot for the 400 square foot office area and Seventy-four Cents (\$.74) 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 Nine Hundred Eighty Four Dollars and No/Hundredths (\$984.00), calculated at Ninety-two Cents (\$.92) per square foot for the 400 square foot office area and Seventy-seven Cents (\$.77) 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 One Thousand Twenty Dollars and No/Hundredths (\$1,020.00), calculated at Ninety-five Cents (\$.95) per square foot for the 400 square foot office area and Seventy-four Cents (\$.80) 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, thus producing \$35,424 in program income over the initial three-year period.

Lessee agrees to pay Lessor, on May 1, 2003, 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.

9. RENT DEFINED

The terms "rent" and "rental" as used in this Lease means the minimum rent as described in Section 8, 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.

10. 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.

11. SECURITY DEPOSIT

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.

12. 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 12. 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.

13. 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.

14. 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.

15. 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 44, 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.

16. 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.

Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 21. 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.

22. 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.

23. 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. Keys are the property of the City of Las Vegas and should not be duplicated. Lessee will be charged \$10.00 for each key not returned upon surrendering premises. 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.

24. 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.

25. 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.

26. 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 26 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.

27. 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 27 is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

28. 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.

29. 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.

30. 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 27, 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.

31. 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.

32. GOVERNING LAW

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

33. 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.

34. 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.

35. 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.

36. 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.

37. **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.

38. **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.

39. **DRUG-FREE WORKPLACE**

As a Subrecipient of HOME funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit D).

40. **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.

41. **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.

42. **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

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

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor
"LESSOR"

ATTEST:

BARBARA JO RONEMUS, City Clerk

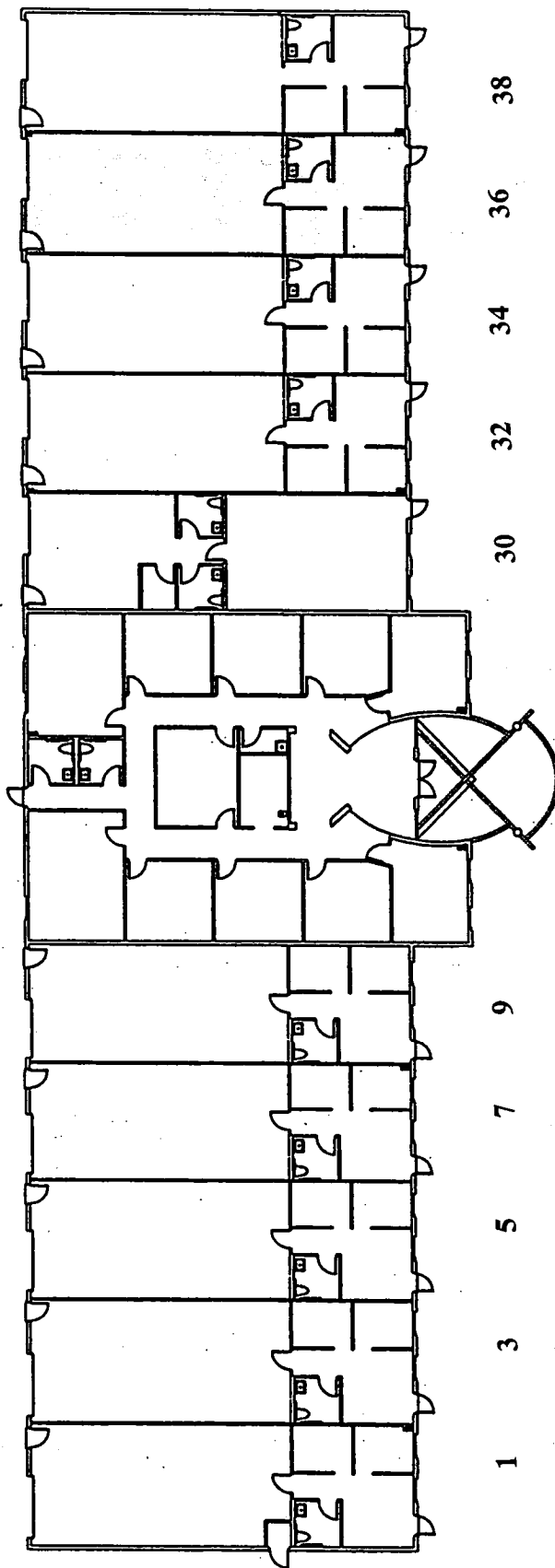
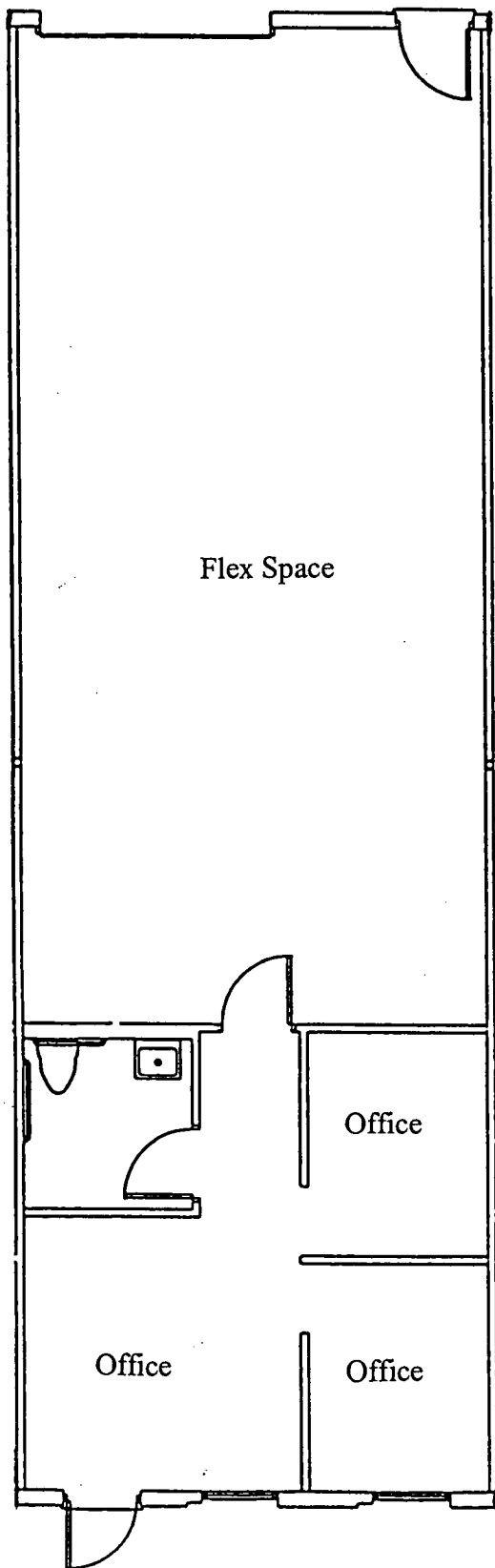
APPROVED AS TO FORM *J. P. [Signature]*
4/7/03

ECONOMIC OPPORTUNITY BOARD OF
CLARK COUNTY

By *[Signature]*
MARCIA ROSE WALKER, Executive Director
"LESSEE"

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Exhibit "A"
Las Vegas Business Center, Floor Plan



14-26

Exhibit B

Certification Regarding Disclosure of Principals

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

FULL NAME (Board of Directors)	BUSINESS ADDRESS	PHONE
1. <u>Logan, Claude E. (Chair)</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
2. <u>Weekly, Lawrence (Vice Chair)</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
3. <u>Martinez, Eloiza (Treasurer)</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
4. <u>Bennett, Marion</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
5. <u>Brown, Hannah</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
6. <u>Collins, Gene</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
7. <u>Herbert, Henry</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
8. <u>Herrera, Vicente</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
9. <u>Hoggard, Verlia D.</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
10. <u>Kincaid-Chauncey, Mary</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
11. <u>Neal, Joseph M.</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
12. <u>Perez, Tiffini</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
13. <u>Richardson, Chester</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>
14. <u>Robinson, William E.</u>	<u>3682 N. Rancho Dr, Bldg 34, LV, NV 89130</u>	<u>647-2010</u>

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

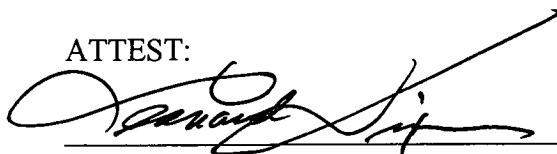
Economic Opportunity Board of Clark County



Marcia Rose Walker, Executive Director

3/17/02
Date

ATTEST:



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)).

Economic Opportunity Board of Clark County



Marcia Rose Walker, Executive Director

Date 4/9/03

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.

Economic Opportunity Board of Clark County



Marcia Rose Walker, Executive Director

Exhibit E
Certificate of Non-Discrimination

The Economic Opportunity Board of Clark County assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that the Economic Opportunity Board of Clark County will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. The Economic Opportunity Board of Clark County 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 Economic Opportunity Board of Clark County's civil rights posture and practices.

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


Economic Opportunity Board of Clark County



Marcia Rose Walker, Executive Director

4/9/03
Date

ATTEST:



Leonard Dixon, Staff
Neighborhood Services Department

Exhibit F
SELF-CERTIFICATION FORM FOR FAMILY INCOME

Date: _____

City / County: _____

Community Development Block Grant request for fiscal year _____

The information you provide regarding your family income will be part of your request for state subsidy funds which will assist the economic development of _____.
 The information will be confidential, but may require verification.

Please indicate by circling the number that represents the number of persons in your family as well as the approximate income. Please indicate whether your income is over or below the amounts noted below by the number of persons in your family. If your stay is seasonal and your permanent home is at a different place, use the number of family members who reside at the permanent residence.

FAMILY SIZE	INCOME	ABOVE	UNDER
1	<u>\$29,950</u>	_____	_____
2	<u>\$34,250</u>	_____	_____
3	<u>\$38,500</u>	_____	_____
4	<u>\$42,800</u>	_____	_____
5	<u>\$46,200</u>	_____	_____
6	<u>\$49,650</u>	_____	_____
7	<u>\$53,050</u>	_____	_____
8	<u>\$56,500</u>	_____	_____

How many hours do you work each month? _____

Gender of head of household: _____ Male _____ Female

Nationality and age of head of household: _____ Over 62 years of age

_____ White _____ Black _____ Hispanic _____ Asian

_____ Alaska Native _____ Pacific Islander _____ American Indian

Income Verification

I certify that this income information is correct and I understand that the information I have provided on my family income is subject to verification by authorized representatives of the City / County of _____ and the United States Department of Housing and Urban Development.

Signature: _____ Date: _____

Name: _____ Home Address: _____

(Printed Name)

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: NEIGHBORHOOD SERVICES

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center (\$70,583.38 revenue/14 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$70,583.38/14 months (income)
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/>	Augmentation Required	Funding Source: Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:

The City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience Research and Referral Center provides resources and referral assistance to provide vocational education and employment for disadvantaged and dislocated workers. A written request has been sent to the Economic Development Administration (EDA) requesting concurrence with the new use of the site. The City's Neighborhood Services Department's lease term is fourteen months with a one-year option for renewal.

RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's EVOLVE Research and Referral Center at the Las Vegas Business Center.

BACKUP DOCUMENTATION:

Memorandum of Understanding

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Neighborhood Services

Item 8 - Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center (\$70,583.38 revenue/14 months-Las Vegas Business Center Operations Fund)

MINUTES – Continued:

SUE PRESCOTT, Neighborhood Services, stated that staff would like to lease the area that was the incubator center to the EVOLVE program for a much needed service in the area of job training and helping disabled people get into positions. Staff recommends approval.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:26 – 3:27)

1-505

**MEMORANDUM OF UNDERSTANDING
LAS VEGAS BUSINESS CENTER**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") entered into this ___ day of May 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience Resource and Referral Center, (hereinafter "EVOLVE").

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 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, City desires to make available to EVOLVE, by means of this MOU, 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;

WHEREAS, this MOU is consistent with the purpose of both the EDA and CDBG grants;

WHEREAS, the City and EVOLVE desire to establish a Resource and Referral Center to provide resources and referral assistance to provide vocational education and employment for disadvantaged and dislocated workers;

WHEREAS, EVOLVE will be an important asset to improving the vocational rehabilitation and employment rate of disadvantaged and dislocated workers; and

WHEREAS, the purpose of EVOLVE is to provide training, counseling, and case management support to disadvantaged and dislocated workers.

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

1. PREMISES

Subject to the provisions of this MOU, City hereby provides to EVOLVE, and EVOLVE hereby accepts from City, certain space within the Business Center commonly known

as Suites 9A-C, 14-26, and 30, (hereinafter the "Premises"), consisting of approximately 6,100 square feet and its location and dimensions are shown more particularly on the copies of the Floor Plan of the Business Center which are attached hereto as Exhibits "A," "A1," and "A2" and incorporated herein by this reference.

2. TERM

Unless earlier terminated in accordance with the provisions of this MOU, the term of this MOU shall be fourteen months. The term shall begin on May 1, 2003 (the "Commencement Date") and shall end on June 30, 2004.

3. OPTION TO RENEW

City agrees that EVOLVE may renew this MOU for an additional 1-year period in accordance with the terms and conditions contained in this MOU. The City shall be under no obligation to honor the option to renew if EVOLVE is in default of any covenant, obligation or condition of this MOU.

4. MINIMUM RENT, UTILITIES, AND EQUIPMENT RENTAL

It is understood and agreed that the City shall receive as minimum monthly rent, the sum of Four Thousand and No/Hundredths (\$4,000.00) in advance, calculated at Sixty-six Cents (\$.66) per square foot, on the first day of each calendar month during the Term of this MOU. It is also understood that the monthly minimum rent does include all utilities; to include electricity, gas, water, sewer, telephone, and janitorial services. This minimum monthly rent also include Common Area Maintenance ("CAM") costs which include, but are not limited to, landscaping, parking lot sweep, building maintenance, common area lighting and water, refuse pick up, and other common area expenditures.

It is also understood and agreed that the City shall receive as minimum monthly equipment rent, the sum of One Thousand Forty One and Sixty-seven/Hundredths (\$1,041.67) in advance, on the first day of each calendar month during the Term of this MOU. It is also understood and agreed that the monthly minimum equipment rent includes computers, printers, fax machine, telephones, modems, shredder, and copy machine.

Rental payments 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, EVOLVE shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to the City, as additional rent, together with next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this MOU, the minimum rent shall be adjusted based upon the current rate in the option period that is in effect at the time. Such adjustment shall not be effective until the City has provided EVOLVE at least thirty (30) days' written notice thereof.

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 to the City's negligence. EVOLVE agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities. If any such equipment is installed by EVOLVE, the same shall be installed at EVOLVE's expense in accordance with plans and specifications previously approved in writing by City.

5. RENT DEFINED

The terms "rent" and "rental" as used in this MOU means the minimum rent as described in Section 4, any rental adjustment to reflect increases or decreases in the area of the

Premises, any additional rents, and any and all other sums, no matter how designated, that are required to be paid by EVOLVE under this MOU.

6. LATE CHARGES

In the event EVOLVE 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.

7. SECURITY DEPOSIT

City agrees to waive the security deposit by EVOLVE that is normally required.

8. USE OF PREMISES

EVOLVE agrees to use the Premises solely for the purpose of providing the Resource and Referral Center as described in the foregoing recitals of this MOU. Except as expressly consented to in writing by City, EVOLVE 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 8. In addition, EVOLVE 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.

9. 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 provided to a company which has relocated its facility from one commuting area to another.

10. NATIONAL OBJECTIVE

It is specifically understood and agreed by EVOLVE and the City that the activities to be performed under the Scope of this MOU shall achieve one or more of the following national objectives of the CDBG Programs:

- a) To benefit persons from low- and moderate-income households,
- b) To aid in the prevention or elimination of slum or blight,
- c) To meet Community Development needs having a particular urgency;

EVOLVE may demonstrate that it is meeting these national objectives by following the Direct Service Program Income Eligibility Criteria, as set forth in Exhibit "D" attached hereto and by reference is made a part hereof, and by providing the City's Neighborhood Services Department with a Program Status/Client Statistics Report, the form for which is attached as Exhibit "E" and by reference is made a part hereof, on a quarterly basis or at a higher frequency to be determined by the City's Neighborhood Services Department.

11. CONDITION OF PREMISES

The Premises are provided to EVOLVE on an "as-is" basis, except that the City warrants that the Premises comply 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 as described in this Section. However, EVOLVE shall be entitled any

warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the City or the Business Center.

12. OBLIGATIONS OF EVOLVE

EVOLVE will provide staff, to manage the EVOLVE Resource and Referral Center on a daily basis. Staff will be available on a scheduled basis to provide information to the public about resources and referral services.

13. LAWS, WASTE, NUISANCE

EVOLVE 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 MOU;
- 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.

14. 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 EVOLVE's rights under this MOU. This Section does not diminish EVOLVE's right to seek any remedy available at law or in equity for injury or damage that EVOLVE may suffer because of City's alteration of the interior of the Premises.

15. MAINTENANCE

City agrees to 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. Maintenance will be conducted on an as required basis and such cost of maintenance will be absorbed by City.

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 EVOLVE's negligent act or omission, EVOLVE shall pay City's cost for making such repairs within fifteen (15) days after presentation of invoice. Failure of EVOLVE to do so may constitute a default 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 39, of the need for such repair. City shall have no liability to EVOLVE based upon City's failure to repair in the absence of the notice hereby required to be given.

16. ALTERATIONS

EVOLVE 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. EVOLVE 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 EVOLVE, the same shall be made at EVOLVE'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, EVOLVE 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.

17. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this MOU, EVOLVE 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 EVOLVE, 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 EVOLVE unless notice thereof is first provided to EVOLVE.

EVOLVE shall have the right to reasonable use of the promenade area adjacent to the Premises (to the east) for access purposes.

18. INSURANCE

The city of Las Vegas' Risk Management will be responsible for all City employee insurance requirements concerning the EVOLVE program.

Supporting agencies, involved with the EVOLVE program, agree to procure and maintain, at their sole cost and expense and during the term of this MOU and any renewal period thereof, the following:

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

Supporting agencies agree that the City shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 18. Supporting agencies further agree to deliver to the City 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 the City at least 30 days' written notice.

19. 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 EVOLVE, and to make such repairs, additions, alterations or improvements, as City may deem desirable. During the four (4) months prior to the expiration of this MOU or of any renewal term, City may place upon the Premises signs indicating the availability of the Premises for lease or sale, which EVOLVE 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, 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 EVOLVE from the Premises or any portion thereof.

20. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this MOU, EVOLVE shall surrender the Premises in the same condition as they were in at the commencement of this MOU, 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, EVOLVE shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by EVOLVE as may be specified for removal by City, and shall repair any damage caused by such property or the removal thereof.

21. 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.

22. 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 MOU.

23. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with EVOLVE'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 MOU effective as of the date possession is required to be surrendered to said authority. EVOLVE 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 EVOLVE. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of EVOLVE's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of EVOLVE. 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 EVOLVE for the rent corresponding to the time during which, and to the part of the Premises of which, EVOLVE is so deprived on account of such taking and restoration. Nothing contained in this Section 23 shall be deemed to give City any interest in, or prevent EVOLVE from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to EVOLVE or for relocation expenses recoverable against the taking authority.

24. DAMAGE OR DESTRUCTION

- A. EVOLVE 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 EVOLVE 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 MOU shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the MOU is not canceled and City elects to repair and rebuild, this MOU shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by EVOLVE.

D. If any damage referred to in this Section 24 is due in whole or in part to the act, neglect, fault or omission of EVOLVE, there shall be no abatement of rent.

25. LIENS AND ENCUMBRANCES

EVOLVE 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 EVOLVE's acts or omissions or because of a claim against EVOLVE, EVOLVE 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 EVOLVE 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 MOU.

26. ASSIGNMENT AND SUBLETTING

EVOLVE shall not transfer, assign, delegate, mortgage or hypothecate this MOU, in whole or in part, or permit the use of the Premises by any person or persons other than EVOLVE, 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, EVOLVE also agrees not to transfer, assign, delegate, mortgage or hypothecate this MOU, 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 MOU 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 EVOLVE.

27. DEFAULT BY CITY

In the event City fails to fulfill any obligation under this MOU, EVOLVE may exercise any right or remedy available to it. Subject to the provisions of Section 31, if City fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from EVOLVE of the need thereof, EVOLVE may exercise any right or remedy available to it under applicable law.

28. DEFAULT BY EVOLVE

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

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

29. GOVERNING LAW

This MOU shall be governed by and interpreted according to applicable law.

30. 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.

31. 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 MOU shall be deemed to have been waived by City unless such waiver is in writing.

32. PARTIAL INVALIDITY

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

33. BROKER'S COMMISSIONS

EVOLVE represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this MOU.

34. 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 MOU, 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 MOU.

35. DRUG-FREE WORKPLACE

As a Lessee of a HOME-funded facility, and in connection with public services offered, EVOLVE agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that EVOLVE shall maintain a facility

free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit B).

36. NON-DISCRIMINATION

City and EVOLVE 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. EVOLVE 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 C, and such other civil rights materials as EDA may require in order to analyze EVOLVE's civil rights posture and practices. City agrees to provide EVOLVE with any forms that EVOLVE may be required to furnish hereunder.

37. ENTIRE AGREEMENT

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

38. AUTHORITY OF SIGNATORIES

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

39. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this MOU 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: Sharon Segerblom, Director,
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

If to EVOLVE: Attn: Lisa Morris, Administrative Officer
EVOLVE Resource and Referral Center
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

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

40. APPROVAL OR CONSENT BY CITY

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

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

CITY OF LAS VEGAS

By _____

OSCAR GOODMAN, Mayor

“CITY”

ATTEST:

BARBARA JO RONEMUS, City Clerk

Approved by City Council on _____

APPROVED AS TO FORM J. Pomicello
4/8/03 Date

EVOLVE RESOURCE AND REFERRAL
CENTER, CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT

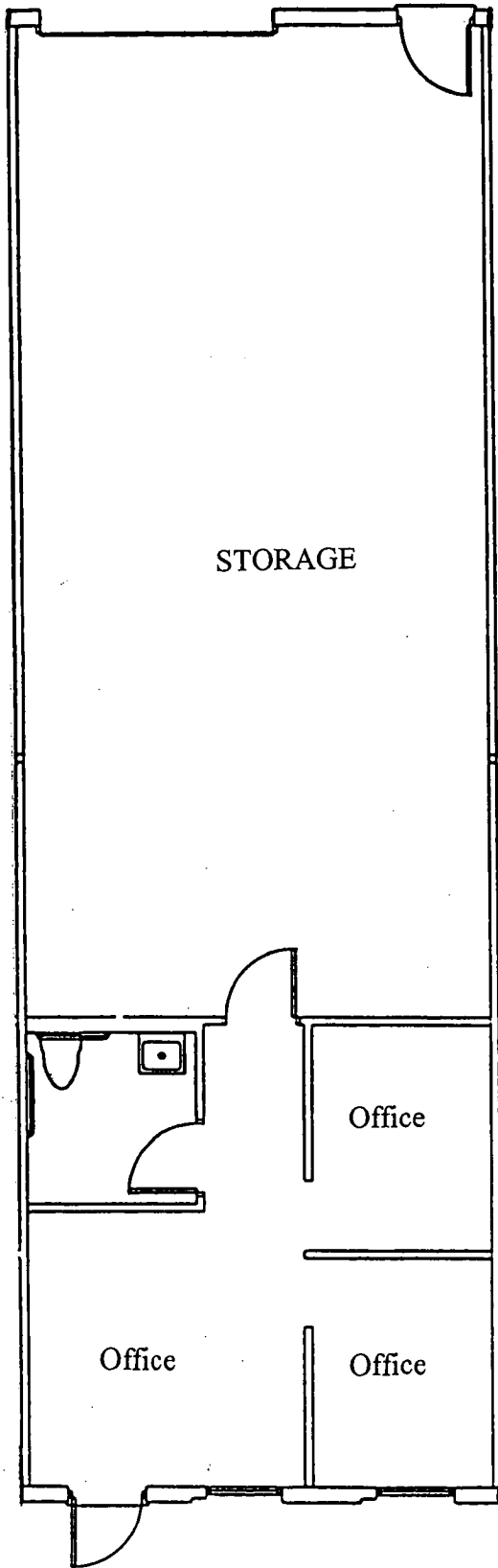
By Seggerblom

SHARON SEGERBLOM, Director

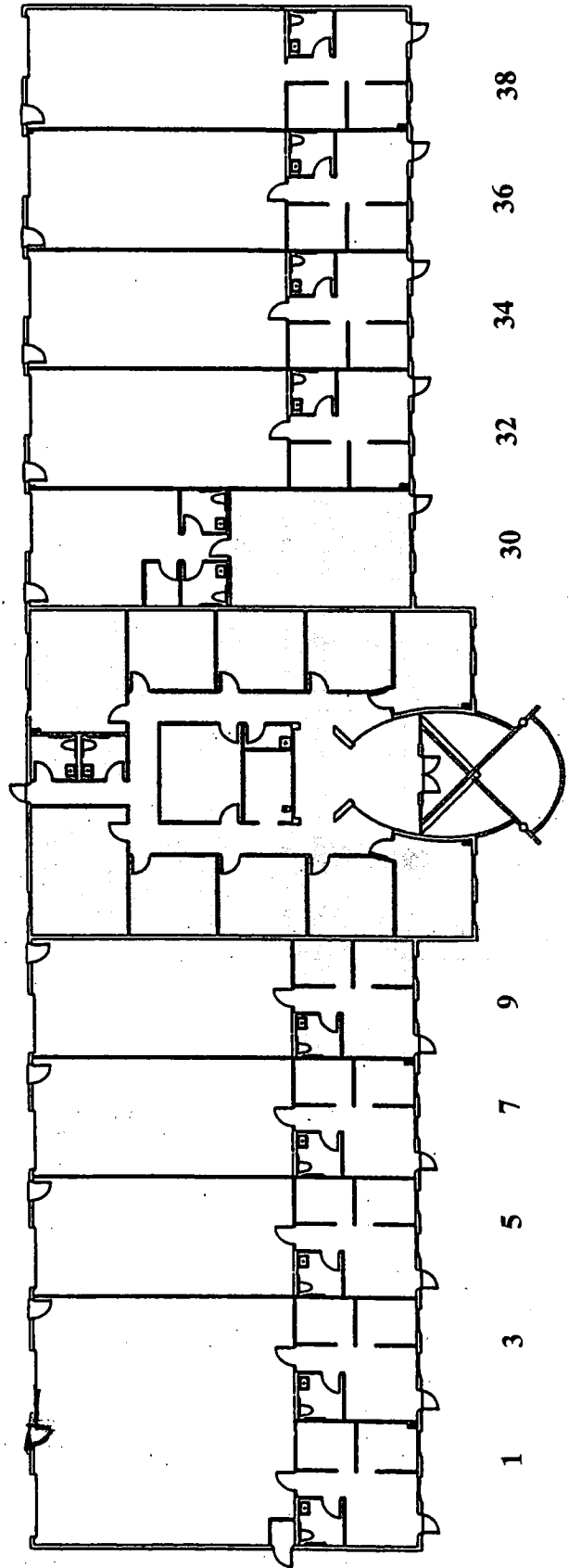
“EVOLVE”

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Exhibit "A"
Las Vegas Business Center, Floor Plan



Suite 9
Las Vegas Business Center



14-26

Exhibit "A1"
Suites 14 - 25
Las Vegas Business Center

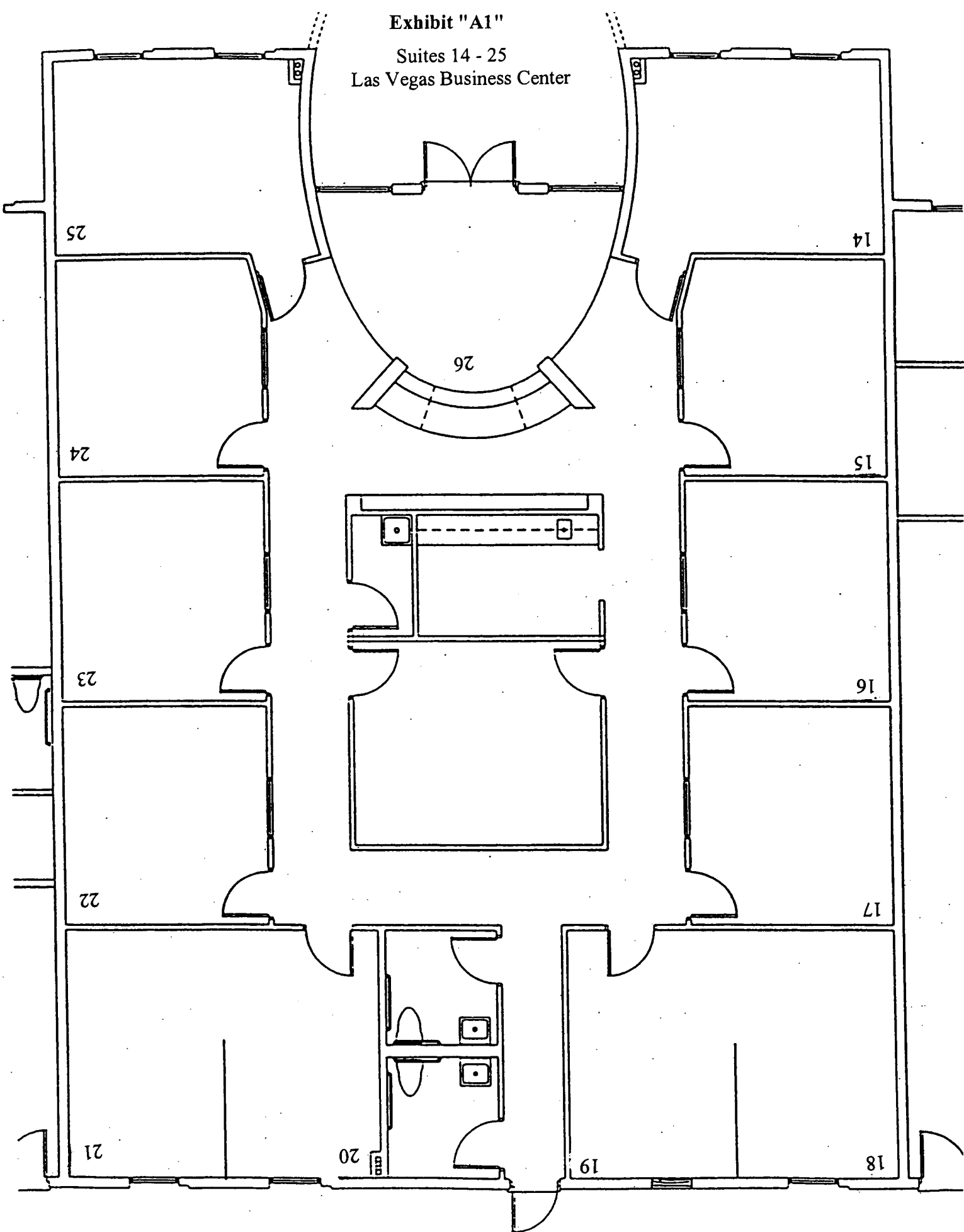


Exhibit "A2"
Suite 30
Las Vegas Business Center

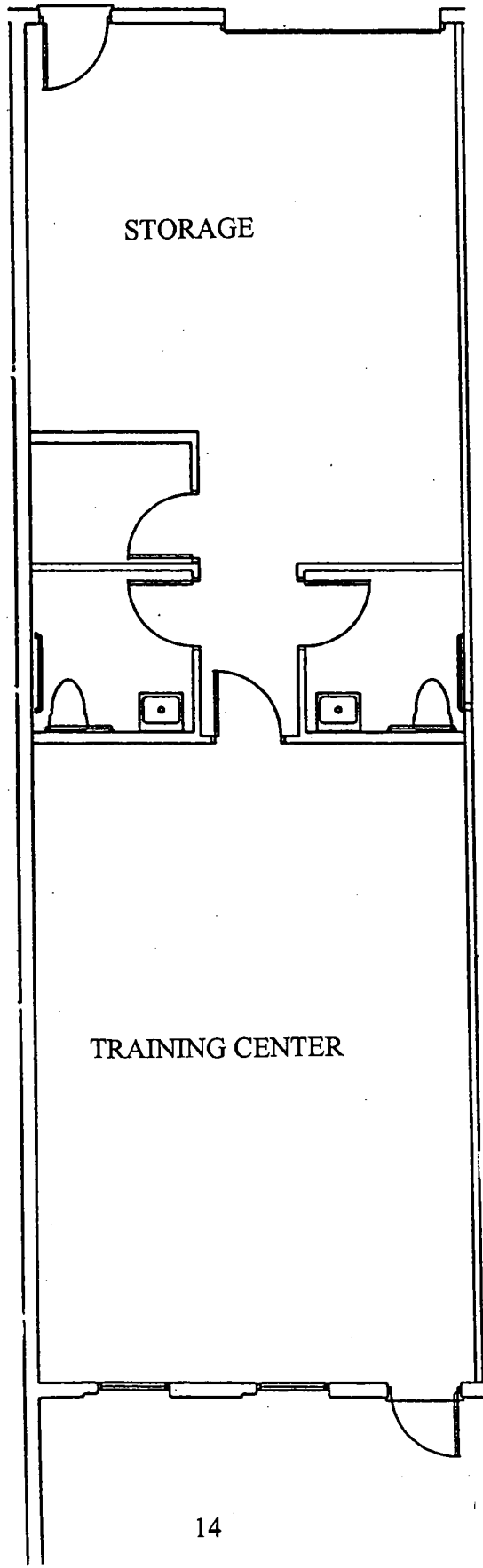
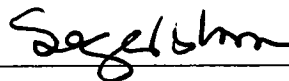


Exhibit B
Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

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.

EVOLVE



Sharon Segerblom, Director

Exhibit C
Certificate of Non-Discrimination

EVOLVE assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that the EVOLVE will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. EVOLVE 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 EVOLVE's civil rights posture and practices.

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

EVOLVE

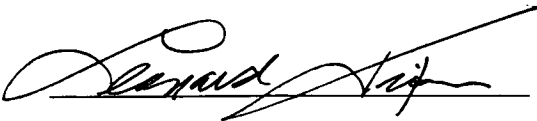


Sharon Segerblom, Director

4/9/03

Date

ATTEST:



Leonard Dixon, Staff
Neighborhood Services Department

EXHIBIT "D"

HOME/LIHTF PROGRAM INCOME GUIDELINES

U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program Limits (January, 2002)
Median Family Income \$54,300

FAMILY SIZE	INCOME NOT TO EXCEED
1	30% \$11,850 50% \$19,800 80% \$31,650
2	30% \$13,550 50% \$22,600 80% \$36,150
3	30% \$15,250 50% \$25,450 80% \$40,700
4	30% \$16,950 50% \$28,250 80% \$45,200
5	30% \$18,300 50% \$30,500 80% \$48,800
6	30% \$19,650 50% \$32,750 80% \$52,450
7	30% \$21,000 50% \$35,050 80% \$56,050
8	30% \$22,350 50% \$37,300 80% \$59,650

EXHIBIT "E"

**CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPT.
DIRECT BENEFIT ACTIVITIES - MONTHLY/YEAR END FORM**

For Fiscal Year 2001-2002

U.S. Department of Housing and Urban Development

Community Development Block Grant Program

Please FAX to 382-3045 by the 10th of the month

Name of Grantee:	_____
Contact Person/Phone Number:	_____
Month:	_____
Activity Name:	_____
Activity Description and Location:	_____

Client Statistics:	Month	Year To Date
Total Number of Persons Assisted		
Total Number of Households Assisted		
Total Number of Low and Moderate Income (80% of median income)		
Total Number of Very Low Income (50% of median income)		
Total Number of Extremely Low Income (30% of median income)		
Total Number of Senior Citizens Served		
Total Number of Female-Headed Households		

Total Number of Households or Persons Assisted who are: <i>Select either households or persons</i>	Month	Month	Year To Date	Year To Date
	# of Households	# of Persons	# of Households	# of Persons
White, Non-Hispanic				
Black, Non-Hispanic				
Hispanic				
Asian/Pacific Islander				
American Indian Alaskan				

Check applicable month(s) for which you are reporting: July ___ Aug ___ Sept ___ Oct ___ Nov ___ Dec ___
 Jan ___ Feb ___ Mar ___ Apr ___ May ___ Jun ___ Year End Totals ___

Monthly or Year End Accomplishments:	_____

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: LESA CODER

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman McDonald

Discussion and possible action regarding the Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 N. Las Vegas Blvd. (APN#139-34-510-045) (\$14,559.45 - Parking Fund/Stewart Avenue Parking Garage) - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount: \$14,559.45

Budget Funds Available

Dept./Division: OBD/Economic Development

Augmentation Required

Funding Source: Parking Fund-Stewart Avenue Parking Garage

PURPOSE/BACKGROUND:

The Office of Business Development (OBD) solicited proposals for tenants to lease approximately 1,990 SF of retail space located at the southwest corner of Las Vegas Blvd. and Stewart Ave. OBD staff was previously authorized to negotiate with the representatives of the 2 highest ranked proposals. In order to maximize the utilization of the available retail space, staff proposes that a deli (with coffee/expresso service) and a small bank branch (with ATM) be located there. The Lease Agreement with U.S. Bank National Association is to lease 795 SF as the bank tenant in the retail space. A Lease Agreement with a viable deli/coffee shop tenant will be brought before Council at a future meeting.

RECOMMENDATION:

Authorization for the Mayor to execute the Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage and any related documents.

BACKUP DOCUMENTATION:

1. Agenda memo
2. Lease Agreement
3. Site Plan-Retail Space
4. Disclosure of Principals
5. Site Map

COMMITTEE RECOMMENDATION:

COUNCILWOMAN McDONALD recommended Item 9 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN WEEKLY concurred.

REAL ESTATE COMMITTEE MEETING OF MAY 5, 2003

Business Development

Item 9 - Discussion and possible action regarding the Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 N. Las Vegas Blvd. (APN#139-34-510-045) (\$14,559.45 - Parking Fund/Stewart Avenue Parking Garage)

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

LESA CODER, Director, Business Development, indicated that the approximate \$15,000 is the City's portion to make the deal work. The lease is with U.S. Bank National Association for approximately 800 square feet. The lease is for ten years, with two 5-year options to renew. They will provide for the tentative improvements for both the facility and the common area restrooms. In return for that, the City will allow them free rent for the first 13 months, after which payments will start in the amount of approximately \$2.25 per square foot, with an escalator to commence with the subsequent terms of the lease.

In addition to that, U.S. Bank is requesting permission to erect four signs. The initial City's income on the signage will be \$250 per month, with an escalator to take effect over time.

MARY HOSTA, Katie Wilson Properties, 1175 American Pacific, appeared representing U.S. Bank and offered to answer any questions. ATM services will be provided, along with two staff members to start out for new business. COUNCILMAN WEEKLY questioned what would happen with the current Nevada Federal Credit Union ATM machine. DEPUTY CITY MANAGER HOUCHEMS answered that it would remain.

MR. ROARK interjected that the installation of Clark County Credit Union ATM machine is intended for the City Hall walkway. Many employees requested it.

COUNCILWOMAN McDONALD questioned the ATM fees. MR. ROARK answered that the Credit Union charges \$1.50 for non-members. MS. HOSTA assumed that U.S. Bank also charges \$1.50 for non-members. She offered to look into it. COUNCILMAN WEEKLY noted that \$2.50 fees are ridiculous. MR. ROARK said that the Credit Union will provide \$10 bills, instead of just \$20 bills, which will make it easier for people parking in the garage to obtain change for the meters. The City will generate revenue on every transaction after the first 700 transactions of every month.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11 – 3:16)

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: MAY 5, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE LEASE AGREEMENT WITH US BANK NATIONAL ASSOCIATION FOR RETAIL SPACE IN THE STEWART AVENUE GARAGE

1. On June 5, 2002, Council authorized staff to negotiate the terms of the retail space, including space requirements, lease rates and any rental abatements for tenant improvements.
2. Staff has negotiated terms with Kennedy Wilson Properties as the representative for U.S. Bank National Association (USB) for a retail bank branch.
3. The initial term of the lease is ten (10) years with two 5-year options for a potential maximum lease term of twenty years.
4. USB will occupy 795 SF at an initial lease rate of \$2.25 per SF or \$1,788.75 per month. Starting in the third year of the initial lease term, the lease rate will increase 2% annually through the end of the term. For each renewal option, the then current lease rate will be adjusted by the U.S. Department of Labor, Bureau of Labor Statistics, Chained Consumer Price Index for all Urban Consumers (C-CPI-U) and will continue to be adjusted annually by the C-CPI-U through the end of the option term.
5. USB will also pay rent to place up to one sign per side on the top level of the Stewart Avenue Garage. USB will pay \$250.00 per month for each sign (up to \$1,000.00 per month) for the initial ten (10) year term. For the first renewal term the sign rent will increase to \$275.00 per month for each sign (up to \$1,100.00 per month) and for the second renewal term the sign rent will increase to \$302.50 per month for each sign (up to \$1,210.00 per month). The installation, cost of manufacture and maintenance of all its signage will be the responsibility of USB.
6. USB will pay for an estimated \$50,000 in tenant improvement costs to build out the leased space, including the common space consisting of mechanical (including HVAC system), restroom, storage, and hallway space.
7. In place of a tenant improvement allowance to build out the leased space, USB will be given a rent credit equal to thirteen (13) months of rent for the leased space and signage.
8. The costs of electrical, gas, water, sewer, real property taxes, repairs, maintenance of the exterior and structure will be paid for by USB and eventual co-retail tenant.
9. The City will pay a commission to Kennedy Wilson Properties, as the broker for USB, 4 1/2% of the total gross leasable rents for the initial ten year term. The total gross leaseable rents for the initial ten year term equals \$323,543.35, and the Broker commission due would be \$14,559.45.

LEASE AGREEMENT

(Bank)

THIS LEASE AGREEMENT, (herein the "Lease") is made and entered into this ____ day of _____, 2003, by and between the CITY OF LAS VEGAS (herein the "Lessor"), and U.S. BANK NATIONAL ASSOCIATION (herein the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 261 North Las Vegas Boulevard in Las Vegas, Nevada, commonly known and referred to as the "Stewart Avenue Garage Retail Space" (herein the "SAG") whose location is shown on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, building space that is situated in that certain retail center located on the ground floor of the SAG (the "Retail Center").

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

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, approximately 795 square feet of space located in the Retail Center (the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B", attached hereto.

2. **TERM OF LEASE.** Unless earlier terminated and subject to the renewal provisions contained in Section 38 hereof, this Lease shall be for a term of ten (10) years, beginning, on the Commencement Date, as defined in Section Three, and ending ten (10) years thereafter (the "Expiration Date").

3. **COMMENCEMENT DATE.** The "Commencement Date" and effective date of this Lease shall be the first day of the month following the full execution by all parties to this Lease. The Lessee's obligation to begin paying rent shall start two (2) months after the Commencement Date as further set forth herein.

4. **LESSEE'S CONSTRUCTION OBLIGATIONS.** Lessee shall, at its own cost and expense, build out the Premises for Lessee's exclusive use as depicted in Exhibit "B" Floor Plan, attached hereto. Lessee shall also build out the approximately 200 square feet of common space located in the Retail Center, consisting of mechanical (including the HVAC system), restroom, storage and hallway space, as depicted in Exhibit "B" Floor Plan, attached hereto (the "Common Area Buildout"). Lessee shall be responsible for its Proportionate Share (as that term is hereinafter defined) of the cost of the Common Area Buildout and shall be

reimbursed for the remainder of the cost of the Common Area Buildout by the other tenant or tenants (in an amount equal to their Proportionate Share) of the Retail Center. Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the Common Area Buildout Costs with Lessee as set forth herein.

5. SIGNAGE. Lessee shall be allowed to place, at its sole cost and expense, one sign on each side on the top level of the SAG (the "SAG Top Signage"). The SAG Top Signage shall be in the general form and size as depicted on Exhibit "C" General Depiction of Signage attached hereto, which Lessor hereby approves. The SAG Top Signage shall be erected and maintained in accordance with all applicable Las Vegas Municipal Code standards. The parties hereto agree and understand the Lessor's approval of any item as shall be required pursuant to the terms of this Lease shall not constitute the approval by Lessor that such item is in compliance with applicable code standards. Lessee shall have the right, at its sole cost and expense, to run electric power to the SAG Top Signage to allow such SAG Top Signage to be electrified and, if Lessee deems it to be cost effective, to allow such SAG Top Signage to be neon signage, provided that Lessee shall pay the cost of any and all electricity consumed by such SAG Top Signage. Lessee will be responsible for the cost, installation and maintenance of all of its signage. Lessee shall have the right to change the SAG Top Signage, from time to time and without Lessor's prior approval, provided such new signage meets all applicable Las Vegas Municipal Code standards, is a name or derivation of Lessee's name or trade name or any Related Entity's name or trade name. Any other change to the SAG Top Signage shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld and will be deemed given if not given or withheld within thirty (30) days after Lessee's request.

Lessee will have the right to install, alter, update or replace exterior or interior signs and any awnings, protrusions, advertising matters, decorations or painting, window or door lettering, placards, and advertising media of any type (collectively "signage") in and on the Premises and the Retail Center to be designed by Lessee and installed by Lessee at its sole cost and expense provided that such signage meets all applicable Las Vegas Municipal Code standards. Lessee agrees to utilize neon signage for signage on the exterior facade of the Premises. The design and installations of any such signage will be subject to compliance with applicable laws.

6. RENT.

A. PREMISES RENT. Throughout the term of this Lease, and except as otherwise set forth herein, Lessee shall be required to make all rental payments to Lessor. Subject to the provisions of Section 7 of this Lease. Lessee agrees to pay Lessor, commencing on the third month after the Commencement Date, as base rent for the Premises, the total sum of \$1,788.75 per month for the Premises, without demand, offset or reduction, payable monthly in advance to Lessor at City of Las Vegas Department of Finance Services, 400 Stewart Avenue, Las Vegas, Nevada 89101. Beginning on the third anniversary of the Commencement Date and

every anniversary thereafter, the then-current monthly rental fee shall be increased by two percent (2%) through the end of the initial ten (10) year term.

B. SIGNAGE RENT. Throughout the term of this Lease, Lessee shall be required to make all rental payments for signage on the top level of the Garage to Lessor. Commencing on the first day of the third month after the Commencement Date, Lessee agrees to pay Lessor, as rent for signage on the top level of the Garage the monthly amount of \$250.00 per sign.

C. LATE CHARGES. The rent for any calendar month, if not paid by the tenth (10th) day of that month is subject to a five percent (5%) late charge, which must be included with any late payment.

7. RENT CREDIT. In place of a tenant improvement allowance, Lessor will give Lessee a rent credit equal to thirteen months of rent for the Premises and Signage (the "Rent Credit"). Lessor shall begin to apply the Rent Credit towards the monthly rent for the Premises and Signage commencing on the first day of the third month after the Commencement Date. Beginning the first day of the sixteenth month after the Commencement Date, the Rent Credit will no longer be applicable and Lessee shall be required to make all rental payments to Lessor.

8. DEPOSITS. Concurrent with the execution of this Lease, Lessee will deposit with Lessor the First Month's Rent.

9. SERVICES. The following utilities and services will be provided by Lessor (unless otherwise indicated) and shall, where provided by Lessor, shall be included as CAM Charges:

A. HVAC Lessor will cause to be supplied to the Premises and the Retail Center heat, ventilation and air conditioning ("HVAC") during normal business hours of Lessee to maintain comfortable conditions consistent with those of similar buildings in the area in which the Premises are located. HVAC to the Premises during hours other than Normal Business Hours will be provided, at Lessee's request and expense, at Lessor's actual direct cost, without mark-up, which will be based on Lessor's average energy rate of electricity and natural gas for the Building and average hourly labor rate, if any.

B. ELECTRICITY. Lessor will cause to be supplied electrical system capacity to the Premises (including Lessee's ATM equipment and facilities) sufficient for such general office purposes. Lessor will also provide electricity for lighting of the common areas of the Retail Center.

C. WATER. Lessor will cause water to be supplied for ordinary drinking, lavatory and toilet purposes at the Retail Center.

D. JANITORIAL. Lessee shall, at its cost and expense, provide janitorial services to the Premises. Lessee shall also, in common with other tenants of the Retail Center, provide janitorial services to the common areas of the Retail Center and the cost thereof shall be shared among said tenants on a pro rata basis. Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the janitorial cost associated with the common areas of the Retail Center.

E. SECURITY. Lessor shall provide, at its sole cost and expense, security to the SAG in a manner reasonably required by it. Lessee shall, in common with other tenants of the Retail Center, provide security to the Retail Center in a manner reasonably required by said tenants of the Retail Center and Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the security cost associated with the common areas of the Retail Center.

F. ACCESS. Lessor will provide Lessee with access to the Premises, 24 hours per day, 365 days per year, except when access is prohibited by law.

10. LESSEE PAID EXPENSES. From the Commencement Date, Lessee shall reimburse Lessor for its Proportionate Share of the CAM charges incurred at the Retail Center within thirty (30) days of Lessee's receipt of Lessor's CAM Charges (as that term is hereinafter defined) invoice detailing such charges. Lessee's "Proportionate Share" of CAM Charges shall be 44.41%, which is equal to a fraction, the numerator of which is the square footage of the Premises or 795 square feet and the denominator of which shall be the total rentable square footage of the Retail Center or 1,790 square feet. The Retail Center's "CAM Charges" shall be the reasonable costs directly incurred by Lessor in the operation, maintenance and upkeep of the Retail Center, including, but not limited to utilities (electricity, water and natural gas), fire/life/safety, property taxes (upon the Retail Center portion of the SAG only) and maintenance costs directly associated with the Retail Center (including but not limited to bathrooms and other common areas). The CAM Charges shall specifically exclude any and all costs associated with the maintenance, operation and upkeep of any portion of the SAG, other than the Retail Center. The CAM Charges shall also specifically exclude phone service, garbage dumpster fees and garbage collection fees for the Premises that are to be paid directly by the Lessee to the vendors providing the service.

11. COMMON AREA MAINTENANCE AND UTILITY CHARGES. Lessee's Proportionate Share of the CAM Charges, starting from the Commencement Date, will be billed monthly by Lessor to Lessee with a detail breakdown of the costs that make up such CAM Charges. Lessee shall have the right to audit Lessor's records as the same relate to the CAM Charges upon written request to Lessor.

12. REPAIRS AND MAINTENANCE. Lessor will maintain and repair the exterior and structure of the Retail Center and all common areas located therein, all electrical, plumbing, and HVAC components and/or fixtures serving the Retail Center or the Premises, the roof and foundation, all common elements of the Retail Center (including but not limited to the connections for all utilities) in a manner generally consistent with the maintenance and repair of

similar properties in the area in which the Premises are located. All such costs shall be included as CAM Charges. If Lessor fails, after receiving thirty (30) days prior written notice from Lessee, to cure such default (except that, in an emergency, Lessee need not provide such notice or period to cure), Lessee may perform the maintenance and repairs and charge the costs to Lessor. Lessee shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

13. USE OF PREMISES. Lessee agrees to use the Premises solely for the operation of banking, insurance, securities brokerage, financial advice, or consulting business and for related general offices and retail services and operations and for other related purposes thereto. In no event shall Lessee be permitted to use the Premises for the principal or incidental purpose of operating or conducting an adult book store, nightclub, bar, head shop, video arcade, bingo parlor or other business principally devoted to gambling. Lessee shall not use or permit the Premises to be used for any other purpose without the written consent of Lessor. Lessee shall have the exclusive right to operate a bank, savings and loan, credit union, money store, insurance office, security brokerage or other financial service related retail outlet from the Retail Center and the SAG. Lessee shall also have the exclusive right to operate and maintain ATMs on or about the Retail Center and the SAG. Notwithstanding the forgoing, Lessor shall be able to install and maintain coin machines in and about the SAG for use by patrons to make change for paying the parking meters.

14. LAWS. WASTE. NUISANCE. Lessee covenants that it:

A. Will not use or suffer or permit any person 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 on the Premises.

15. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee, at its expense, may make non-structural alterations, additions or improvements in and to the Premises without Lessor's prior approval. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

Title to any improvements or alterations made by Lessee will vest in Lessor at the end of the term, and Lessee will deliver such documents of conveyance thereof as Lessor may reasonably request (including without limitation assignments of any outstanding warranties), and Lessor agrees to accept the Premises with such improvements and alterations. Lessee may place such trade fixtures, personal property, machinery, furniture, equipment and the like on the Premises as it may desire at its own expense. Lessee may remove all or any items of fixtures of personal property prior or at the expiration or termination of this Lease.

Lessee may make alterations and additions to the Premises so long as the same are not structural and are done in a good and workmanlike manner and in compliance with all applicable laws. All structural alterations or additions to the Premises shall require the prior approval of Lessor, which shall not be unreasonably withheld or delayed.

16. PAYMENT OF TAXES. Lessee shall be responsible for any taxes on its personal property located at the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed. Lessor shall pay any and all real property taxes incurred by the Retail Center and the cost of such taxes shall be included in the calculation of CAM Charges.

17. COMPLIANCE WITH THE LAW. Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Retail Center and the SAG. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Lessee shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Notwithstanding anything to the contrary contained in this Lease, in the event that any present and future laws, ordinances, orders, rules and regulations of the federal, state, county, municipal and other governmental authorities affecting the Premises or appurtenances thereto require alterations, additions or improvements to the Premises which do not pertain to Lessee's

particular business conducted in the Premises, then the Lessor shall promptly make all such alterations, additions, and improvements at its sole expense.

18. INDEMNIFICATION AND INSURANCE. 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 Premises for the term of this Lease. The insurance policies shall name the Lessor as an additional insured. Nothing in this Lease shall prevent Lessee from carrying the insurance required to be maintained by Lessee hereunder under a blanket insurance policy or policies which can cover other properties as well as the Premises or from providing self insurance to satisfy its insurance requirements set forth herein.

Except where caused by Lessor's negligence or willful misconduct, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, its officers, employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

Lessor will maintain comprehensive general liability insurance covering injury, death, disability or illness of any person, or damage to property, occurring on the Retail Center and the SAG (but specifically excluding Lessee's personal property located at the Premises and the improvements made by Lessee to the interior of the Premises), with liability limits equal to or greater than the minimum limits for the liability insurance to be carried by Lessee under this Section. Lessor will also maintain fire and all risk insurance in an amount equal to the replacement cost of the Retail Center and the SAG, including the improvements made thereto by Lessee.

The parties hereto agree that they shall be entitled to self-insure, in whole or in part, one or more of the insurance coverages for which they are required to procure and maintain under this Section 18.

19. WAIVER OF SUBROGATION. Lessee hereby waives, and Lessor hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessee and Lessor, each waives any right of subrogation that it might otherwise have against the other party.

20. 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, all signage (including SAG Top Signage) and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

21. HOLDING OVER. Any holding over by the Lessee after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a the then current monthly rental rate to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

22. SALE OF PREMISES. Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

23. EMINENT DOMAIN. In the event the Premises, or any part thereof or interest therein, or in the Retail Center or the SAG or improvement thereon, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "condemnation"), the rights of the Lessor and Lessee in respect of the condemnation proceeding shall be determined as provided herein. Any condemnation allowance or award or judgment relating thereto, allowed or awarded to the Lessor or Lessee and any interest thereon ("condemnation proceeds") will be paid as provided herein. If the condemnation results in a taking of a portion of the Premises, the condemnation proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Lessee, unless the Lease is terminated, (ii) in reimbursement to Lessee of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Lessor and Lessee in proportion of the fee simple interest and leasehold interest taken or affected by the condemnation, unless this Lease is terminated.

In the event a substantial portion or all of the Premises is taken in condemnation proceedings, or any portion is taken and Lessee, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Lease, then Lessee may

either terminate this Lease by notice to Lessee or, at its option, retain the Premises. If the Lease is not terminated, the condemnation proceeds for the partial taking will be payable as provided herein. If this Lease is terminated as a result of such condemnation, then condemnation proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Lessee and the loss of Lessee's leasehold estate in connection with the condemnation and the balance to the Lessor.

In the event that any portion of the Premises are taken or adversely affected by a condemnation proceeding, then Lessor to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the condemnation, unless Lessee elects to terminate this lease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the condemnation. If Lessee cannot operate its business in the Premises as a result of a condemnation, and does not elect to terminate this Lease, then 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

24. DAMAGE OR DESTRUCTION.

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessee'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 Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 30 days after commencement of such repairs, then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee. Any amount of money expended to repair and rebuild the Premises by Lessee will be credited against future rent payments due.

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

25. LIENS AND ENCUMBRANCES. Lessor agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessee harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by

reason of Lessor's acts or omissions or because of a claim against Lessor, Lessor shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessee. The failure of Lessor 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. This does not include a loan from a financial institution using the SAG as collateral. Lessee agrees to keep the Premises free of liens, such as mechanic's liens, that result from any of Lessee's improvements to the Premises.

26. 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 not authorized by this Lease, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld. The use by any assignee or subtenant shall comply with this Lease. Any assignment, encumbrance or sublease contrary to the provisions of this Section Twenty-Five shall be null and void and constitute a breach by Lessee of this Lease. Notwithstanding anything contained to the contrary, Lessee may assign this Lease or sublet all or any part of the Premises to any entity or person controlling, controlled by or under common control with Lessee, or to any entity or person acquiring substantially all of the assets of Lessee (collectively, a "Related Entity") without Lessor's consent and Lessee shall give Lessor thirty (30) days prior written notice of such assignment or sublet.

27. BREACH, DEFAULT AND REMEDIES.

A. Lessee Default. If one or more of the following events (sometimes called "Events of Default") will happen and be continuing:

(1) Lessee defaults in the payment of Rent or any other sums provided to be paid hereunder and such default continues for ten (10) days after Lessor has given Lessee written notice thereof; or

(2) Lessee defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Lessee fails to remedy such default within thirty (30) days after notice thereof from Lessor to Lessee specifying the nature of the default (or, in the event the default cannot be cured within such period, Lessee will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence).

Then, Lessor may enforce the provisions of this Lease and enforce and protect the right of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Lessor may in addition to any other remedy it may have under law or equity at its option terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and repossession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

No remedy herein conferred will be considered exclusive of any other remedy conferred by this Lease or by law, but all such remedies will be cumulative. Every power and remedy given by this Lease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Lease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Notwithstanding anything contained herein to the contrary, there shall be no acceleration of the Rent as a result of an event of default by Lessee under this Lease.

B. Lessor Default

If one or more of the following events will happen and be continuing: (a) Lessor defaults in the payment of any sum payable by it hereunder within thirty (30) days after receipt of notice thereof; or (b) Lessor defaults in the observance or performance of any other covenant, agreement or provision hereof and Lessor fails to remedy such default within thirty (30) days after notice thereof from Lessee to Lessor specifying the nature of the default or, in the event the default cannot be cured within such time period, Lessor will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Lessor may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Lessee's conduct of business in the Premises or creates and emergency situation of an impending peril to either property or person.

28. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venture of Lessee in the conduct of its business or otherwise.

29. **FORCE MAJEURE.** Lessee and Lessor shall each 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.

30. **NO WAIVER.** Failure of either the Lessee or Lessor to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessee or Lessor unless such waiver is in writing.

31. **BROKER'S COMMISSIONS.** Lessor will pay a total of four and one half percent (4-½%) of total gross leaseable rents for initial ten (10) year term to Kennedy Wilson Properties, Ltd. as the Broker for the Lessee. Lessor will pay one half of Broker's Commission upon issuance of the building permit for tenant improvements and one half upon issuance of Certificate of Occupancy for the Premises. Lessor hereby represents and warrants to Lessee that there are no other brokers or finders due a fee involved in this Lease transaction.

38. OPTION TO RENEW. Lessor grants to Lessee options to extend the term of this Lease for two (2) additional periods of five (5) years each subject to and upon the following conditions:

(a) Each extension term will commence as of the expiration of the then current term of this Lease, as the term may have been extended pursuant to this Section.

(b) To exercise an extension term, Lessee may deliver notice to Lessor evidencing such exercise not later than one hundred eighty (180) days before the end of the then existing term.

(c) Each extension term will be upon all of the terms and conditions of this Lease with the rent for the Premises being equal to the then current monthly rent (prior to each extension and adjustment) multiplied by an adjustment factor ("Adjustment Factor") equal to one hundred percent (100%) of the annual increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics, Chained Consumer Price Index for All Urban Consumers ("C-CPI-U") which is typically published by August 31st of each year, for the year in which the extension term commences. The rent adjustment will take effect starting January 1st of the year proceeding the start of the extension term. On the anniversary of the Commencement Date in the second year of each extension term and every anniversary thereafter, the rent for the premises shall be multiplied by the Adjustment Factor as measured from the annual percent change in the C-CPI-U for the current year. Rent adjustments will take effect starting January 1st of the year proceeding each rent adjustment.

(d) In regard to the SAG Top Signage, the rent for each sign shall be increased to \$275.00 per month for the first extension term and to \$302.50 per month for the second extension term.

39. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its initial term or the renewal period if the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party.

40. PARKING. During the term of this Lease, Lessee and other retail tenants of the retail center shall be allowed to use ten (10), metered, short-term parking spaces for their customers as depicted on Exhibit D attached hereto. Such parking spaces shall be in close proximity to the Premises in a location reasonably acceptable to both Lessor and Lessee. In addition, a designated loading zone shall also be available for Lessees.

41. DISCLOSURE OF PRINCIPALS. U.S. Bancorp, parent company to Lessee, discloses a listing of its Board of Directors and principals in its Form 10K and its Annual Report. A full and complete copy of said 10K and Annual Report for U.S. Bancorp has been review on line by and is available to Lessor.

42. ACCESS. Lessor and its agents will have the right to enter the Premises after 72 hours notice to Lessee to examine the condition of same or show the Premises to prospective purchasers, ground lessors, or mortgagees, except for secured areas designated by Lessee. Should Lessee fail to renew any Term of this Lease, Lessor and its agents will have the right thereafter to enter the Premises after 72 hours notice to Lessee to show the Premises to prospective lessees, except for secured areas designated by Lessee. Notwithstanding the foregoing, Lessor shall not be required to furnish such 72 hours notice to Lessee in the case of an emergency situation of impending peril to either person or property.

43. FDIC APPROVAL. The obligations of Lessee under this Lease are subject to the approval of Lessee's location and operation of a branch bank at the Premises by the Office of the Controller of the Currency, the Federal Deposit Insurance Agency and all other federal agencies having relevant jurisdiction over Lessee. Lessee shall diligently seek the approval of all such government agencies to the location and operation of said branch bank. In the event that Lessee does not notify Lessor that it has terminated this Lease because of its failure to procure such approvals by October 31, 2003 then this condition precedent shall be deemed to be waived by Lessee conclusively and shall no longer be effective.

44. ESTOPPELS. Lessor agrees to execute and deliver to the Lessee within thirty (30) days from receipt of Lessee's written request, estoppel certificates in a form acceptable to Lessee, which certificates shall include information as to any modification of this Lease, and to the best of Lessor's knowledge, whether or not Lessee is in default of this Lease.

45. TRADE NAME. Lessee (and its subtenants and assigns) may use any one or more of the following and any reasonable derivation thereof: (1) Firststar; (2) US Bank; or any other trade name adopted by Lessee (and its subtenants and assigns) upon notice to Lessor.

46. TRADING RADIUS/COMPETITIVE RESTRICTIONS/EXCLUSIVITY. Lessor agrees that it shall not use or permit any tenant or subtenant to use any portion of the Retail Center for the principal or incidental purpose of operating or conducting an adult book store, nightclub, bar, head shop, video arcade, bingo parlor or other business principally devoted to gambling.

For so long as the Premises are used by the Lessee, its sublessors or its successor and assigns for the purpose of banking, financial, credit union, brokerage, insurance services, or for the operation of any automated or remote teller machine, no portion of any property within the SAG or the Retail Center, excluding the Premises, shall be used or occupied (and Lessor shall not permit or consent to any of its other tenants subletting any space to any person, firm or corporation, under a lease or sublease which would permit the tenant or subtenant thereof to operate therein), for the principal or incidental purpose of banking, financial, credit union, brokerage, insurance services, or for the operation of any automated or remote teller machine or for any other business similar to that conducted by Lessee, its subtenants and successors and assigns at the Premises.

47. MODIFICATION OR AMENDMENTS. Upon approval of the Lease by the City Council and after it has been fully executed by signature of all parties, the Lessor designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty five thousand dollars (\$25,000.00), and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Lessor and Lessee.

48. MEMORANDUM OF LEASE. This Lease shall not be recorded, however, a memorandum of this lease approved and executed by both parties may be recorded in the Clark County Office of County Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF LAS VEGAS
"Lessor"

ATTEST:

By _____
OSCAR B. GOODMAN, Mayor

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. Briccillo 4/16/03

U.S. BANK NATIONAL ASSOCIATION
"Lessee"

By _____

Its _____

EXHIBIT "A"

Site Map

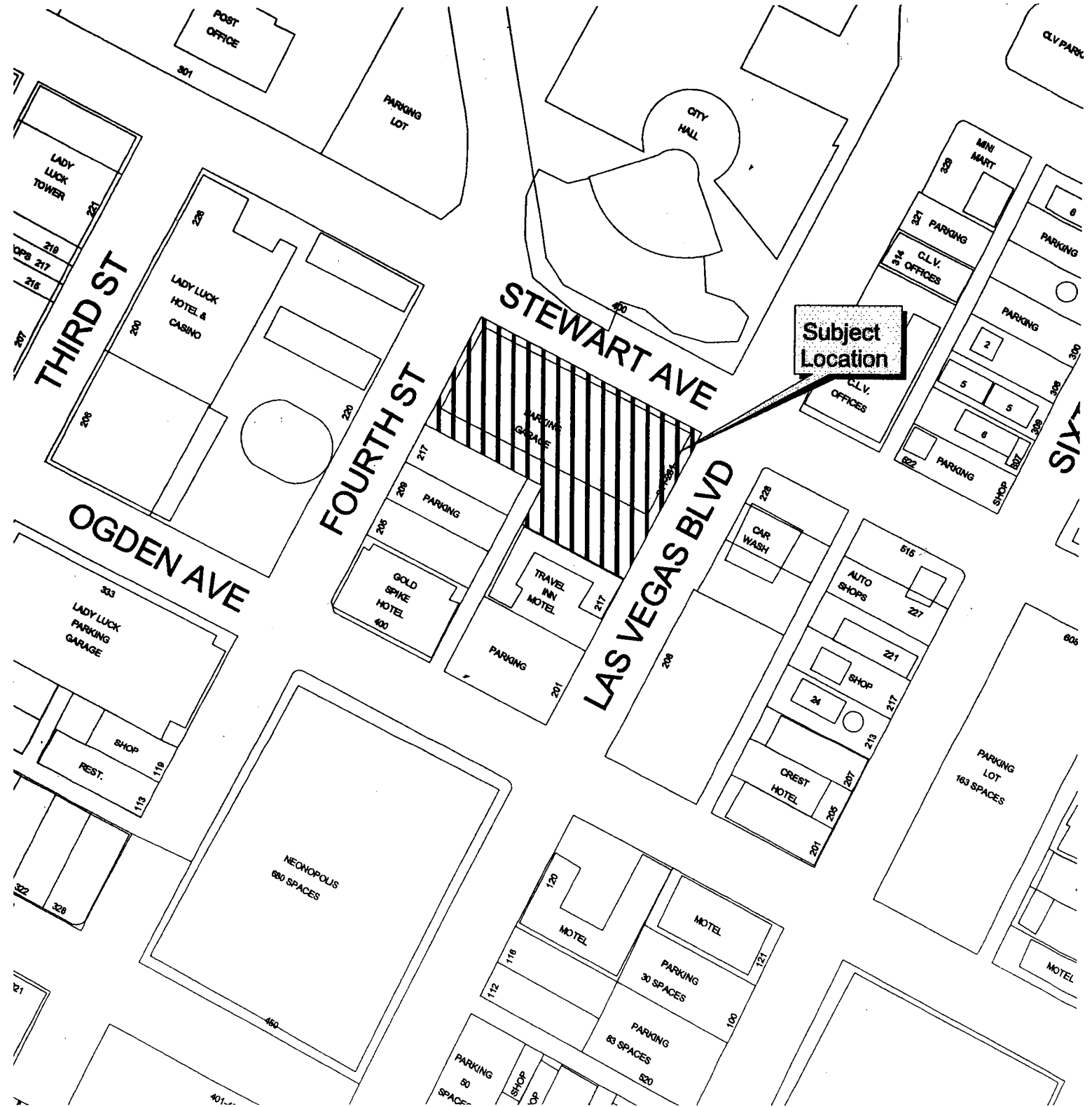
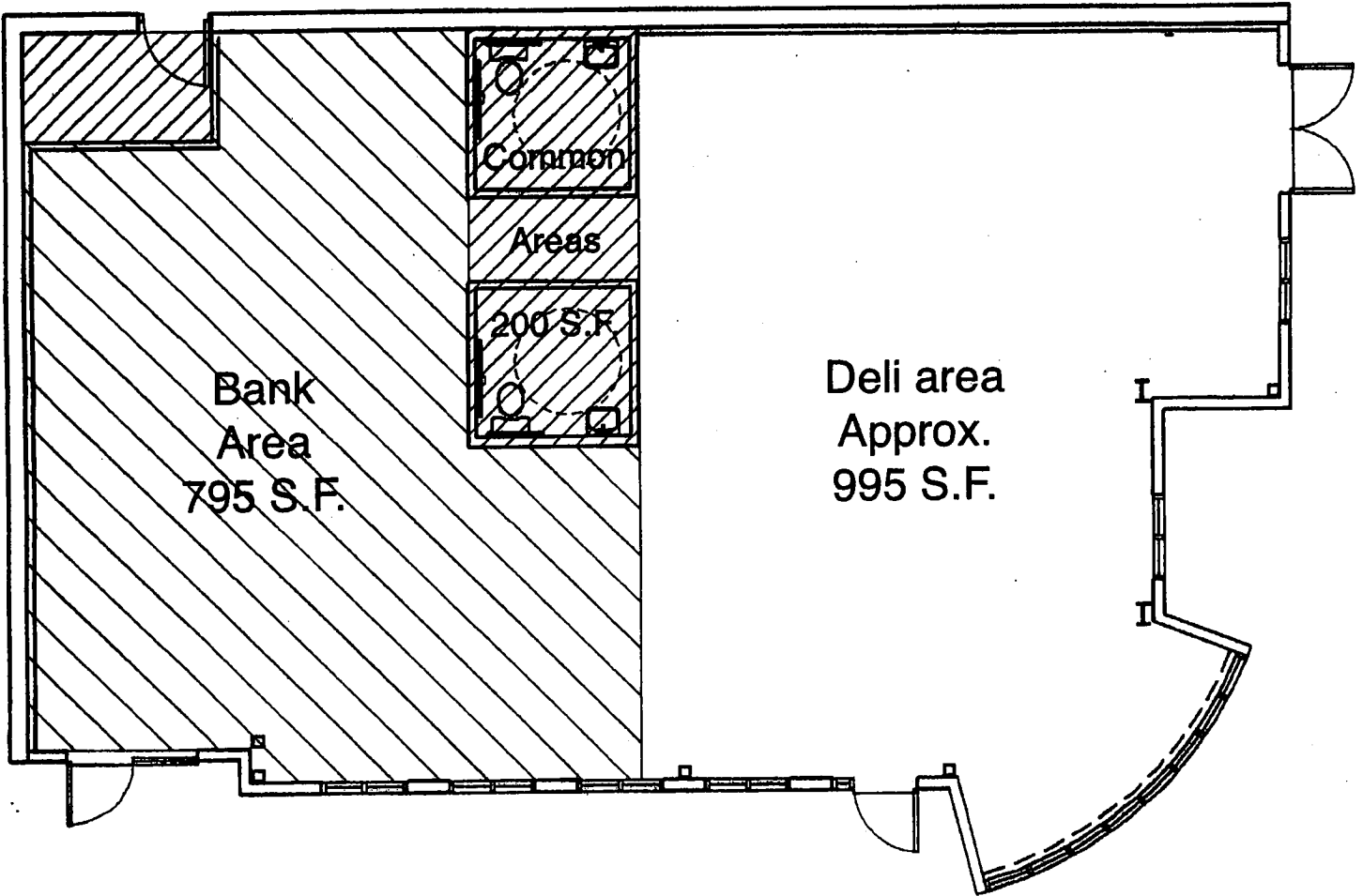


EXHIBIT "B"

Floor Plan



**LAS VEGAS BOULEVARD & STEWART
PARKING GARAGE RETAIL/ SERVICE**

14 MAR 03

SCALE: 1/8" = 1'-0"

PRELIMINARY DRAWING
FOR DISCUSSION PURPOSES ONLY

S/F CABINET SIGN A



DK. BLUE ALUMINUM
CABINET TO MATCH PMS 2748

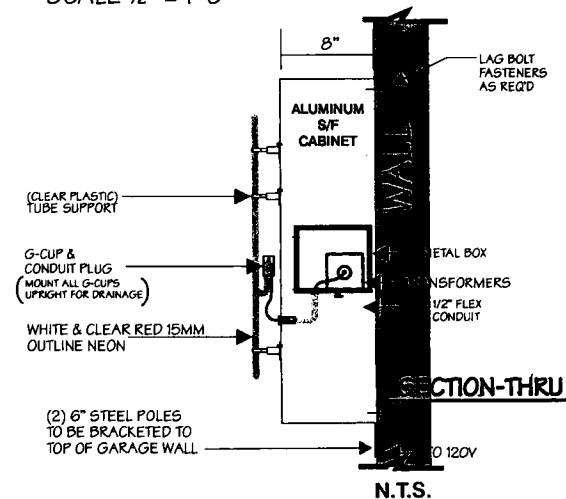
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OR PSY COPY W/ EXPOSED
15mm CLEAR RED & WHITE NEON

EXHIBIT "C"
General Depiction of Signage



PROPOSED ILLUMINATED SIGNAGE

SCALE 1/2" = 1'-0"



Page 1 of 5

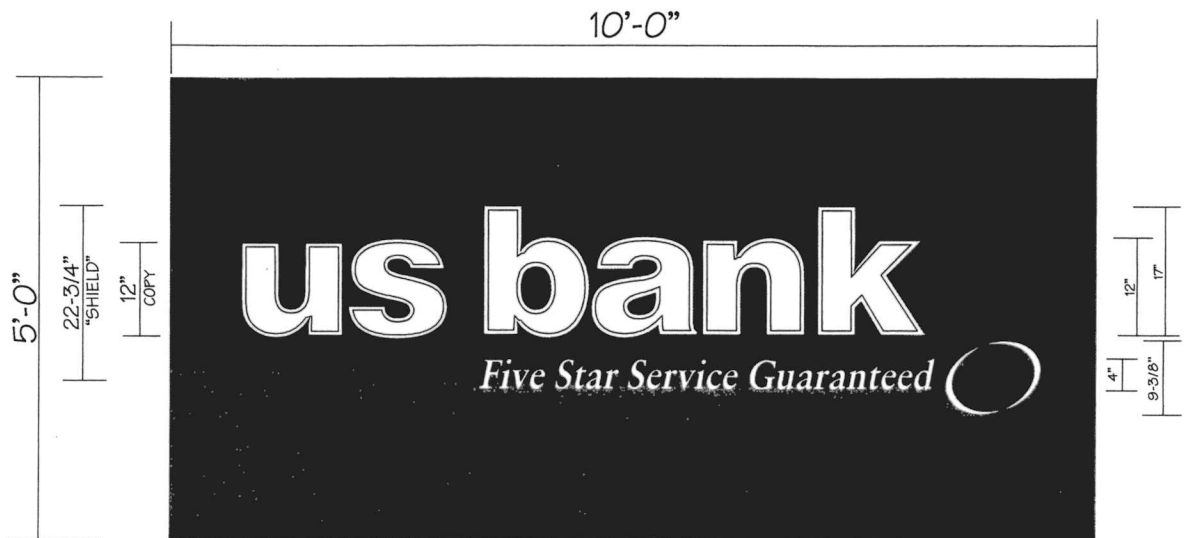
MC SIGN COMPANY
8959 TYLER BLVD.
MENTOR, OHIO 44060
PH. 440-953-2280 FAX 440-953-2285

NOTICE: PRINTS ARE THE EXCLUSIVE PROPERTY OF "THE MC SIGN COMPANY" ANY UN-AUTHORIZED USE OR DUPLICATION WILL RESULT IN A \$1000.00 CHARGE © MC SIGN CO. 1998

Client: usbank	Date: 2-05-03	Scale: 1/2" = 1'	Document Location: Z:TIM/U.S. BANK/ NV	Customer Approval/Date:
Location: STEWART GARAGE LAS VEGAS, NV	Rev.: 3-19-03	Square Ft.:	Filename: STEWART GARAGE LAS VEGAS, NV	Drawing #: 0302-05-50
			Drawn by: HS	

PRELIMINARY DRAWING
FOR DISCUSSION PURPOSES ONLY

S/F CABINET SIGN B



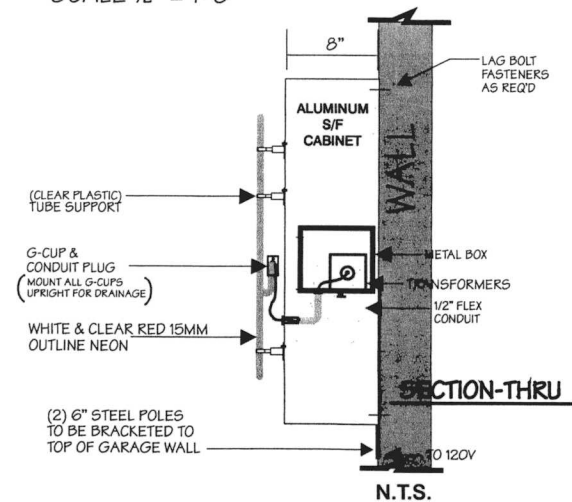
DK. BLUE ALUMINUM
CABINET TO MATCH PMS 2748

1st SURFACE GRAPHICS, I.E. PAINTED
OR PSV COPY W/ EXPOSED
15mm CLEAR RED & WHITE NEON



PROPOSED ILLUMINATED SIGNAGE

SCALE 1/2" = 1'-0"



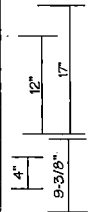
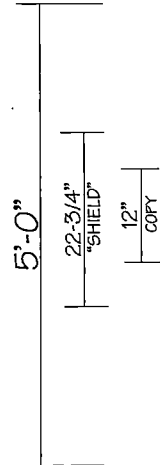
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Client: us bank	Date: 2-05-03	Scale: 1/2" = 1'	Document Location: Z:TIM/U.S. BANK/ NV	Customer Approval/Date:
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				Drawn by: HS

PRELIMINARY DRAWING
FOR DISCUSSION PURPOSES ONLY

S/F CABINET SIGN C



DK. BLUE ALUMINUM
CABINET TO MATCH PMS 2748

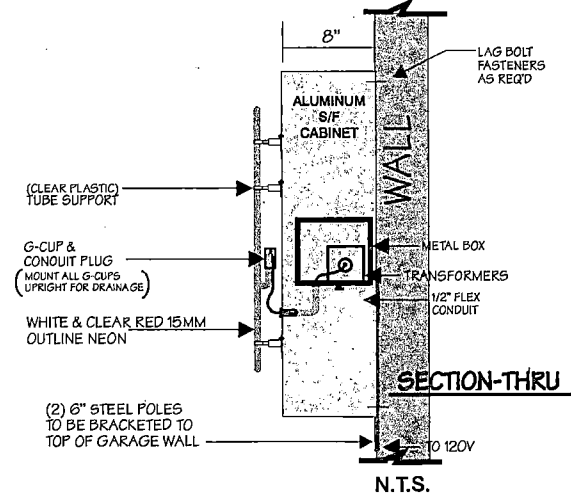
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OR PSY COPY W/ EXPOSED
15mm CLEAR RED & WHITE NEON

EXHIBIT "C"
General Depiction of Signage



PROPOSED ILLUMINATED SIGNAGE

SCALE 1/2" = 1'-0"



Page 3 of 5

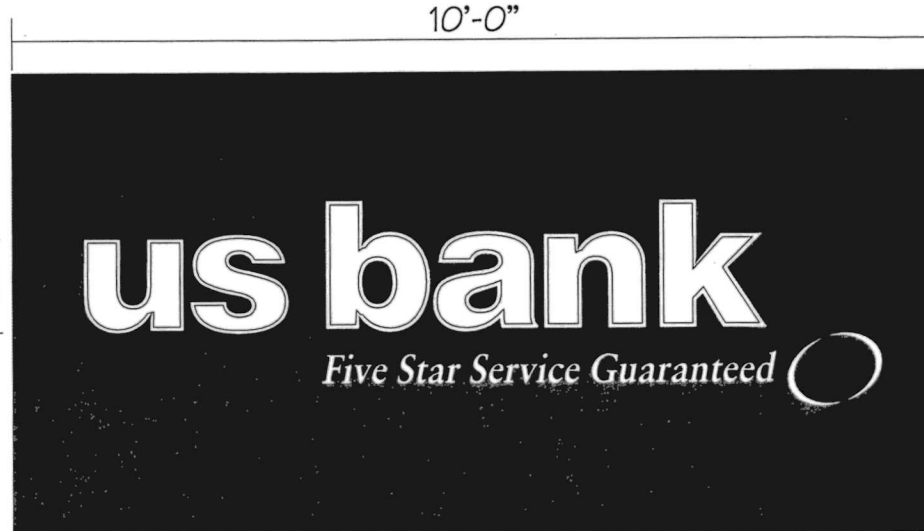
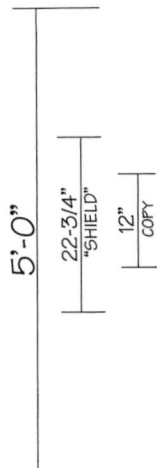
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Location: STEWART GARAGE LAS VEGAS, NV	Rev.	Square Ft.	Filename: STEWART GARAGE LAS VEGAS, NV	Drawing # 0303-19-50
				Drawn by: HS

PRELIMINARY DRAWING
FOR DISCUSSION PURPOSES ONLY

S/F CABINET SIGN A



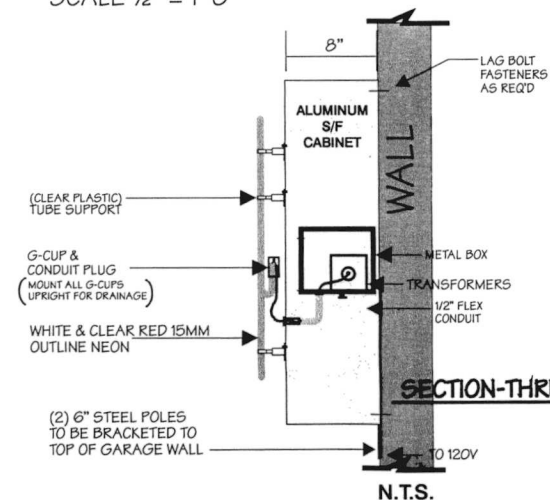
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CABINET TO MATCH PMS 2748

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Client: 	Date: 2-05-03	Scale: 1/2" = 1'	Document Location: Z:TIM/U.S. BANK/ NV	Customer Approval/Date:
Location: STEWART GARAGE LAS VEGAS, NV	Rev. 3-19-03	Square Ft.	Filename: STEWART GARAGE LAS VEGAS, NV	Drawing # 0302-05-50
				Drawn by: HS



SITE PLAN

STEWART GARAGE LAS VEGAS, NV

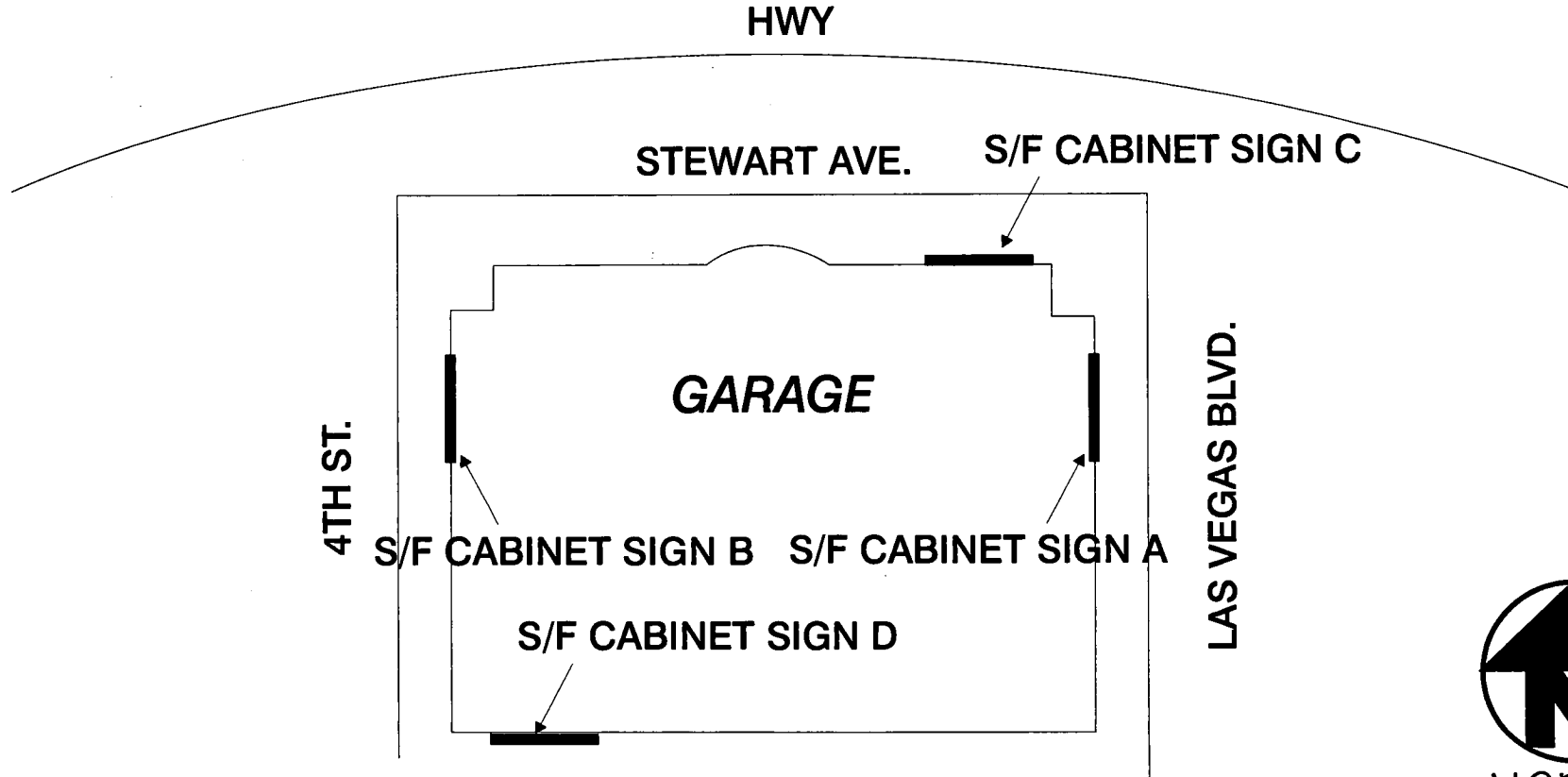


Exhibit "C"
General Depiction of Signage

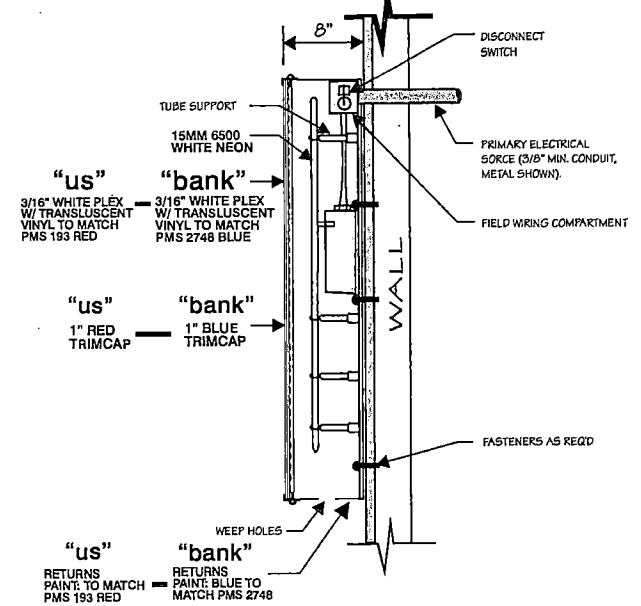
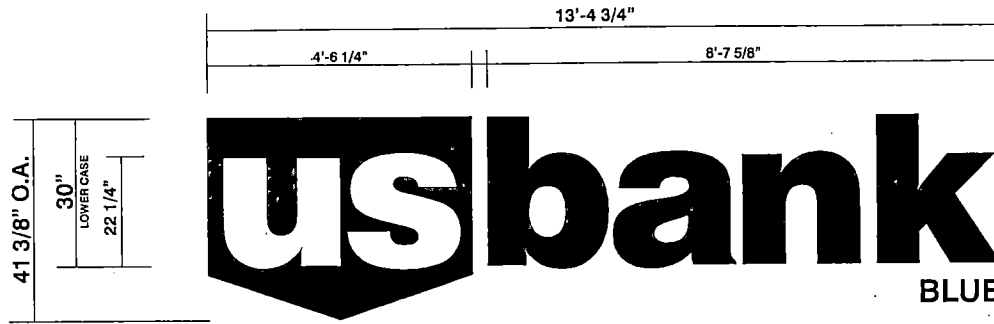
Page 4 of 5

MC SIGN COMPANY
8959 TYLER BLVD.
MENTOR, OHIO 44060
PH. 440-953-2280 FAX 440-953-2285

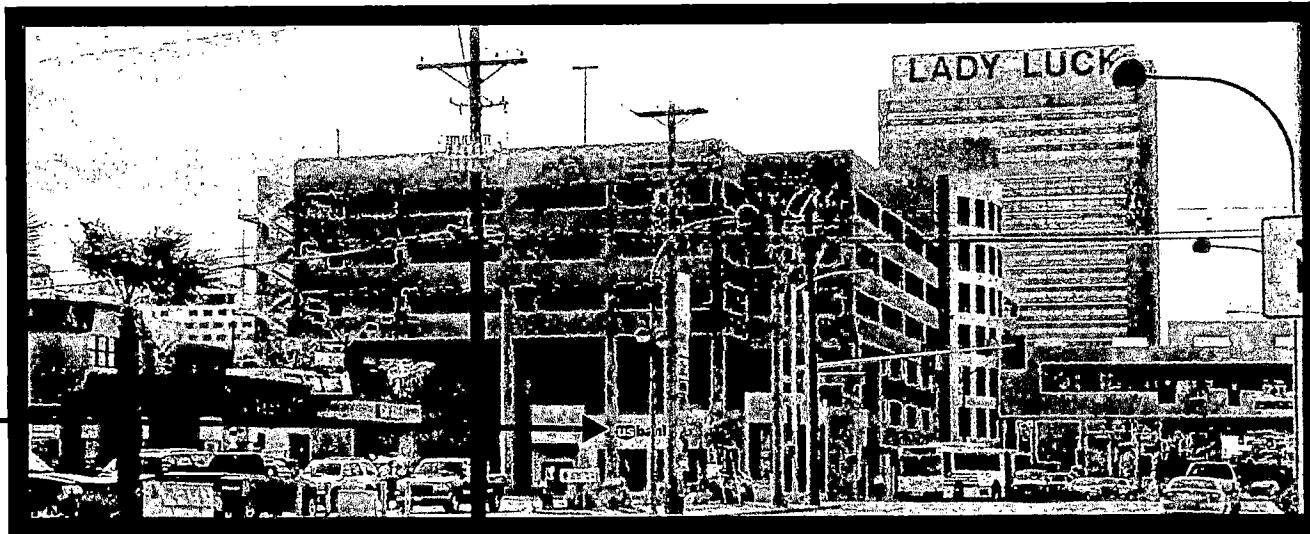
NOTICE: PRINTS ARE THE EXCLUSIVE PROPERTY OF "THE MC SIGN COMPANY" ANY UN-AUTHORIZED USE OR DUPLICATION WILL RESULT IN A \$1000.00 CHARGE © MC SIGN CO. 1998

Client: us bank	Date: 2-05-03	Scale: SHOWN	Document Location: Z:TIM/U.S. BANK/ NV	Customer Approval/Date:	
Location: STEWART GARAGE LAS VEGAS, NV	Rev.:	Square Ft.:	Filename: STEWART GARAGE LAS VEGAS, NV	Drawing # 0302-05-54	Drawn by: HS

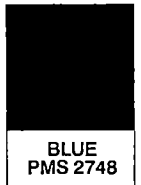
USI-30



PROPOSED ILLUMINATED NEON LETTERS SCALE PROPORTIONAL



LOCATION
OF
CHANNEL
LETTERS



MC SIGN COMPANY
3959 TYLER BLVD
MENTOR, OHIO 44060
PH. 440-953-2280 FAX 440-953-2285

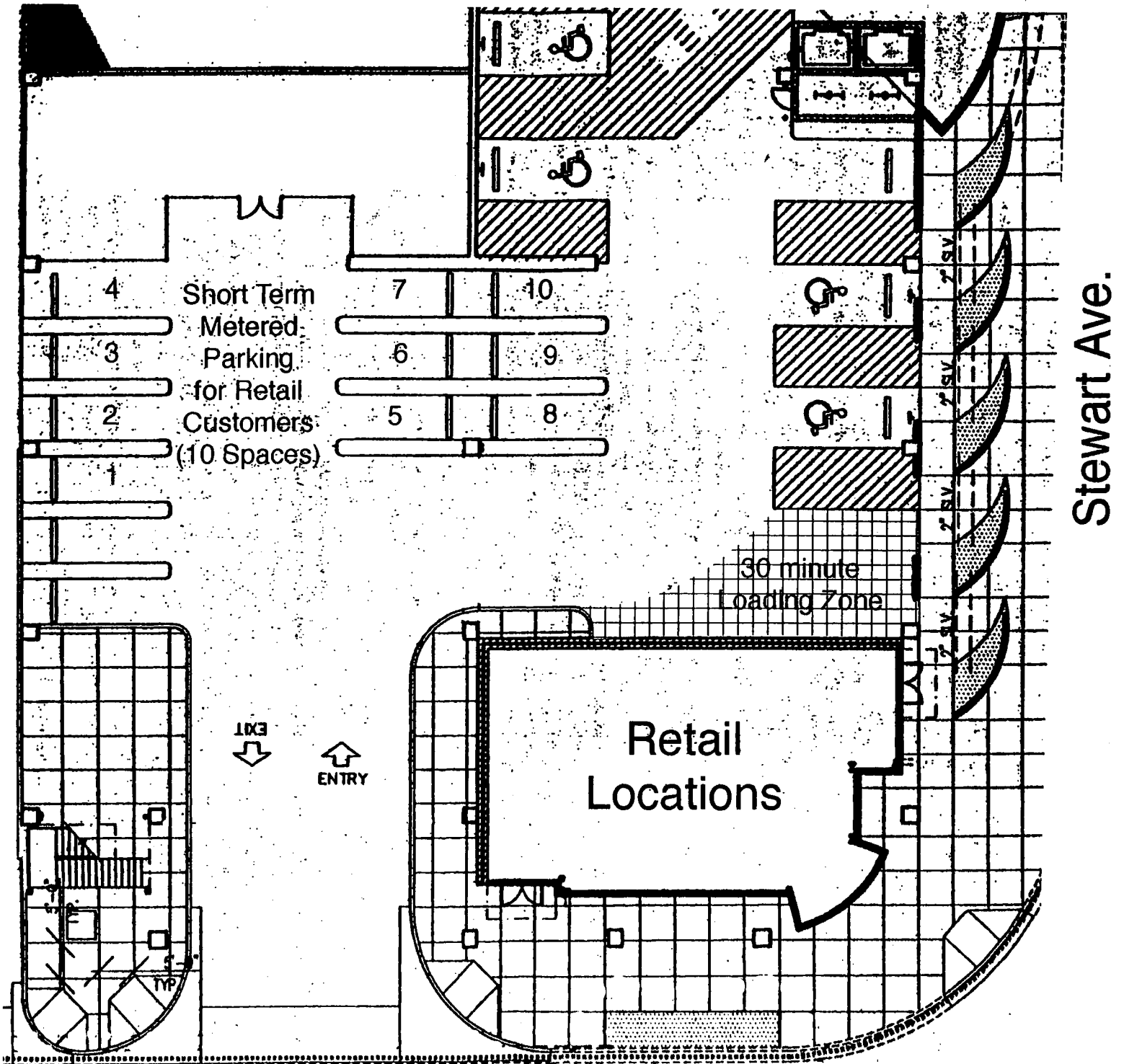
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Client:		Date:	12-03-02	Scale:	SHOWN	Document Location:	Z:TIM/U.S. BANK/ ADDRESS	Customer Approval/Date:	
Location:	STEWART GARAGE LAS VEGAS, NV	Rev.		Square Ft.		Filename:	STEWART GARAGE LAS VEGAS, NV	Drawing #	0212-03-50
								Drawn by:	HS

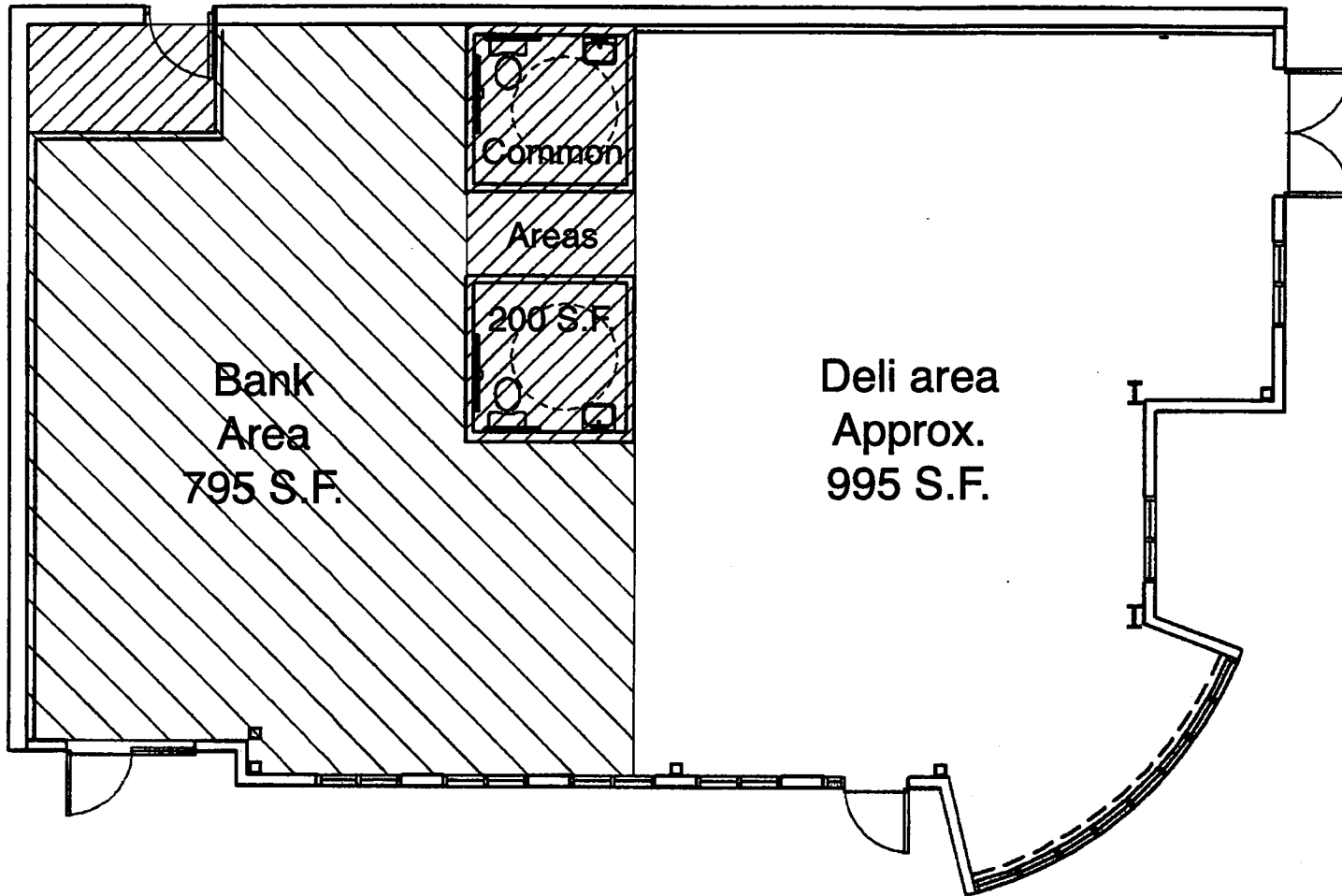
EXHIBIT "C" General Depiction of Signage

EXHIBIT "D"

Retail Tenant Parking



Las Vegas Boulevard



Site Plan - Retail Space

**LAS VEGAS BOULEVARD & STEWART
PARKING GARAGE RETAIL/ SERVICE**

14 MAR 03

SCALE: 1/8" = 1'-0"

DISCLOSURE OF PRINCIPALS

Attached hereto as Exhibit A is an excerpt containing a listing of the Board of Directors of U.S. Bancorp, the holding company of U.S. Bank National Association, from its 2002 Annual Report and Form 10-K, which was filed with the Securities and Exchange Commission. A full and complete copy of U.S. Bancorp's Annual Report and Form 10-K is on U.S. Bancorp's Web Site.

I hereby certify under penalty of perjury, that the attached is an fact an excerpt and U.S. Bancorp's 2002 Annual Report and Form 10-K.

U.S. Bancorp
By: [Signature]
Its: vice president

Subscribed and sworn to before me this
15th day of April, 2003.

Catherine C Thomas
Notary Public



Directors

Jerry A. Grundhofer¹

Chairman, President and Chief Executive Officer

U.S. Bancorp

Linda L. Ahlers^{3,4}

President

Marshall Field's
Minneapolis, Minnesota

Victoria Buyniski Gluckman^{3,4}

President and Chief Executive Officer

United Medical Resources, Inc.
Cincinnati, Ohio

Arthur D. Collins, Jr.^{1,2}

Chairman and Chief Executive Officer

Medtronic, Inc.
Minneapolis, Minnesota

Peter H. Coors^{2,4}

Chairman

Coors Brewing Company
Golden, Colorado

John C. Dannemiller^{4,5}

Retired Chairman

Applied Industrial Technologies
Cleveland, Ohio

John F. Grundhofer¹

Chairman Emeritus

U.S. Bancorp

Roger L. Howe^{1,3}

Chairman Emeritus

U.S. Precision Lens, Inc.
Cincinnati, Ohio

Delbert W. Johnson^{1,3}

Vice President

Safeguard Scientifics, Inc.
Wayne, Pennsylvania

Joel W. Johnson^{4,5}

Chairman, President and Chief Executive Officer

Hormel Foods Corporation
Austin, Minnesota

Jerry W. Levin^{2,5}

Chairman and Chief Executive Officer

American Household, Inc.
Boca Raton, Florida

Frank Lyon, Jr.^{2,4}

President

Wingmead Farms
North Little Rock, Arkansas

Daniel F. McKeithan, Jr.^{1,5}

President and Chief Executive Officer

Tamarack Petroleum Company, Inc.
Milwaukee, Wisconsin

David B. O'Maley^{1,2}

Chairman, President and

Chief Executive Officer

Ohio National Financial Services
Cincinnati, Ohio

O'dell M. Owens, M.D., M.P.H.^{2,4}

President and Chief Executive Officer

RISE Learning Solutions
Cincinnati, Ohio

Thomas E. Petry^{1,2,5}

Retired Chairman and Chief Executive Officer

Eagle-Picher Industries, Inc.
Cincinnati, Ohio

Richard G. Reiten^{1,3}

Chairman

Northwest Natural Gas Company
Portland, Oregon

Craig D. Schnuck^{2,4}

Chairman and Chief Executive Officer

Schnuck Markets, Inc.
St. Louis, Missouri

Warren R. Staley^{1,3}

Chairman and Chief Executive Officer

Cargill, Inc.
Minneapolis, Minnesota

Patrick T. Stokes^{1,5}

President and Chief Executive Officer

Anheuser-Busch Companies, Inc.
St. Louis, Missouri

John J. Stollenwerk^{2,3}

President and Chief Executive Officer

Allen-Edmonds Shoe Corporation
Port Washington, Wisconsin

1. Executive Committee

2. Compensation Committee

3. Audit Committee

4. Community Outreach and Fair Lending Committee

5. Governance Committee



Site Map

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 5, 2003

CITIZENS PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

MINUTES:

None.

(3:27)

1-537

THE MEETING ADJOURNED AT 3:27 P.M.

Respectfully submitted:


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