

# City of Las Vegas

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REAL ESTATE COMMITTEE MEETING  
CITY HALL, 400 STEWART AVENUE  
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR  
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>  
TUESDAY, SEPTEMBER 2, 2003  
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN MONCRIEF

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

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street - Ward 5 (Weekly)
2. Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and Jude 22, a Nevada non-profit corporation, for approximately 1200 square feet of office space located at 320 South 9<sup>th</sup> Street - Ward 5 (Weekly)
3. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and The Andre Agassi College Preparatory Academy to utilize certain City premises known as the Doolittle Community Center located at 1950 North J Street - Ward 5 (Weekly)
4. Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Jose Sanchez for real property known as APN 138-25-515-012 located at 1505 Laurelhurst Drive Unit 12 for \$65,000 plus closing costs (Special Revenue Fund) - Ward 1 (Moncrief)
5. Discussion and possible action for entering into negotiations with multiple cellular companies for land lease agreements for cellular towers to be located at the All American Park, Freedom Park, Angel Park Golf Course and the Angel Park wash area - All Wards
6. Discussion and possible action regarding a Quitclaim Deed and Abandonment of a 30' x 232' Access Easement in favor of the Benevolent Protective Order of Elks, Las Vegas Lodge #1468 from the City of Las Vegas pertaining to a portion of APN 139-31-801-014, located in the vicinity of Valley View and Charleston Boulevard - Ward 1 (Moncrief)
7. Discussion and possible action accepting a Quitclaim Deed in favor of the City of Las Vegas from Beazer Homes Holdings Corp., pertaining to a portion of APN 137-12-297-001, located in the vicinity of Alexander Road and Cliff Shadows Parkway - Ward 4 (Brown)

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.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: A tape recording of all the proceedings will be kept on file in the Office of the City Clerk until final disposition is made.

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

732





# City of Las Vegas

## **REAL ESTATE COMMITTEE AGENDA** **REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

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

### **MINUTES:**

**PRESENT:** COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS (arrived at 3:03 p.m.), 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

(3:01 – 3:02)

1-1

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

CONSENT

DISCUSSION

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street - Ward 5 (Weekly)

**Fiscal Impact**

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

**PURPOSE/BACKGROUND:**

The City purchased the former First Baptist Church at 9th and Bridger Streets with Community Development Block Grant funds, acquiring the main building and an additional structure formerly used as a parsonage. The parsonage is a 3-room structure which presently houses Jude 22 for operation of the Senior Nutrition Center, providing emergency food services for senior citizens. I Have a Dream Foundation will occupy one room of the structure for use with educational mentoring and tutoring of qualifying low to moderate income children.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Lease Agreement

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF recommended Item 1 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested that Items 1 and 2 be heard together.

COUNCILMAN WEEKLY declared the Public Hearings for Items 1 and 2 open.

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 2, 2003

Public Works

Item 1 - Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street - Ward 5 (Weekly)

**MINUTES – Continued:**

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that these are both non-profit organizations doing charitable work, mostly involving senior citizens and the homeless. The plan is to relocate to the First Baptist Church Community Center when that is remodeled. SUE PRESCOTT, Neighborhood Services, clarified that only JUDE 22 would be relocating as described.

COUNCILMAN WEEKLY confirmed with MS. PRESCOTT that the I Have A Dream Foundation, which has been in the small building for approximately a year, would stay in the same building. Should relocation be necessary, staff will assist with that.

AL GALLEGOS, citizen of Las Vegas, indicated that he would like the building officially named. Using the church-related designation puts some people off. He recommended a senior center type of name. COUNCILMAN WEEKLY pointed out that just acquiring the building required climbing a number of hills. The naming will be up to future Council action.

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

COUNCILMAN WEEKLY declared the Public Hearings for Items 1 and 2 closed.

(3:02 – 3:06)

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 5<sup>th</sup> day of September, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter referred to as "Lessor"), and "I HAVE A DREAM", a Nevada nonprofit corporation, a 501(c) (3) designated non-profit organization operating the "I Have a Dream" Foundation (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor approved the purchase of certain property located at 320 S. 9<sup>th</sup> Street through its Community Development Block Grant Program (hereinafter "CDBG"), during the City Council session of April 5, 2000.

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, office space of approximately 300 square feet consisting of one office of the approximately 1500 square feet that is situated in the above referenced property.

WHEREAS, the United States Department of Housing and Urban Development, (hereinafter "HUD"), pursuant to 24 CFR Part 570 et. seq., and specifically to 24 CFR Part 570.503, requires the City as CDBG Entitlement Program Recipient to sign a written agreement with the Subrecipient which shall remain in effect for the time period during which the Subrecipient remains a tenant at the premises listed above.

WHEREAS, in accordance with 24 CFR Part 570 et. Seq. and all relevant federal related regulations, the parties agree to enter into this Lease Agreement.

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

### ONE. LEASE OF PREMISES.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 300 square feet of office space located in the building located at 320 S. 9<sup>th</sup> Street, which is commonly referred to as the Downtown Community Center Parsonage and located in the City of Las Vegas, Nevada, (hereinafter referred to as "Premises") in accordance with the provisions of this Lease Agreement (hereinafter referred to as the "Lease"). Lessee agrees to use the Premises solely for the purpose of conducting normal business of the IHAD Program, as more fully described in Exhibit "D", and shall not permit the Premises to be used for any other purpose. The Premises is depicted by map in Exhibit A.

Said Exhibit A is attached for reference purposes only and is in no way intended to restrict or expand the Premises as previously described.

## **TWO. TERM OF LEASE.**

This Agreement provides for the utilization of a CDBG facility funding of the "IHAD" Program rendered in accordance with this Agreement. Unless earlier terminated in accordance with Section Thirty-Four hereof, and subject to the renewal provisions contained in Section Thirty-Three hereof, this Lease shall be from year to year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter. It is expressly understood and agreed that this lease may be terminated at any time after one (1) year by Lessor upon giving ninety (90) days' written notice to Lessee by mailing the same to any officer of said Lessee.

**THREE. COMMENCEMENT DATE.** This Lease shall become effective on \_\_\_\_\_, 2001, and shall end on \_\_\_\_\_, 2002, unless renewed pursuant to Section Thirty-three.

## **FOUR. RENT.**

The Lessor shall provide the Premises for an annual fee of one dollar (\$1.00) starting \_\_\_\_\_, 2001.

Subrecipient shall provide hours of operation and shall perform the services in the Scope of Services as set forth in Exhibit "D".

## **FIVE. UTILITIES AND SERVICES.**

Utilities shall be provided for by the Lessor. Lessee shall provide and pay for custodial services for their Premises during the Lease term, including any and all telephone services. A separate phone line will be required to be installed by Lessee in their Premises. Lessor will be required to pay for any landscaping service that is required.

## **SIX. REPAIRS AND MAINTENANCE.**

Lessor agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of the Lessee or any of their invitees, including repairs to sewer lines, water lines, roofing, and common areas (which includes the customer parking area) walls, landscaping. Lessee shall notify Lessor's Department of Neighborhood Services of any and all maintenance and repairs to be made to the building or on the Premises. Lessee agrees to maintain the Premises in as good a state of repair as when first occupied. Ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

## SEVEN. USE OF PREMISES.

A. Lessee agrees to use the Premises solely for the prescribed organization's purposes which consists of programs designed to improve the lives of at-risk Las Vegas Youths and no other. It is expressly understood and agreed that the Premises shall not be used for residential or commercial purposes, except as otherwise provided herein.

B. Lessee shall have the right of ingress and egress over the adjoining lands of the Lessor necessary or convenient for the operation and use of said Premises, but that said egress and ingress shall be at such hours as prescribed by the Lessor.

C. Lessee shall not post any signs without obtaining prior written consent of the Lessor.

E. It is specifically understood and agreed by Lessor and Lessee that the activities to be performed under the Scope of Services, Exhibit "D" of this Agreement, 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;*

The Lessee may demonstrate that it is meeting this requirement by following the Direct Service Program Income Eligibility Criteria, as set forth in EXHIBIT "B" attached hereto and by reference is made a part hereof, and by providing the Department of Neighborhood Services with a Program Status/Client Statistics Report, the form for which is attached as Exhibit "C" and by reference is made a part hereof, on a quarterly basis or at a higher frequency to be determined by the Department of Neighborhood Services.

F. Lessee expressly agrees and understands that Lessee will comply with all uniform administrative requirements of the CDBG Program as set forth in 24 CFR Part 570.504(c), including but not limited to, the cost principles and audit requirements established by OMB Circulars A-87 and A-128, respectively.

G. Lessee shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Lessee will not assume the Lessor's environmental responsibilities described at 24 CFR 570.604, nor the Lessor's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

H. It is specifically understood and agreed by Lessee that the Department of Neighborhood Services shall not be obligated to pay any moneys to Lessee hereunder and hereinafter in the event that such CDBG funds for any reason are terminated or withheld from the Lessor or are otherwise not forthcoming, and in such event, Lessor or Lessee may terminate this Agreement at anytime with or without cause upon a thirty (30) day written notice hand delivered,

by mail or in person to the other party. Lessee also understands and agrees in accordance with 24 CFR Part 85.43 that Lessor may suspend or terminate this Agreement if Lessee materially fails to comply with any term as stated herein, and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

**EIGHT. 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.

**NINE. ALTERATIONS. ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises. 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 or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

**TEN. PAYMENT OF TAXES.** Lessee shall be responsible for any real property taxes on, or real property related assessments to 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.

**ELEVEN, COMPLIANCE WITH THE LAW.** The 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.

#### **TWELVE. INDEMNIFICATION AND INSURANCE.**

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of Five Hundred Thousand and No/100<sup>th</sup> Dollars (\$500,000.00) for the injury to or the death of any one person and/or property damage combined single limit and Five Hundred Thousand and No/100<sup>th</sup> Dollars (\$500,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to Lessor a certificate of insurance which evidences the above required coverage's and names the Lessor as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the Lessor.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the Lessor shall have the right to terminate this Lease.

D. 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, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. 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.

**THIRTEEN. WAIVER OF SUBROGATION.** Lessor hereby waives, and Lessee 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 Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

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

**FIFTEEN. HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, 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 negotiated rent 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.

**SIXTEEN. 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. Lessor agrees not to sell, convey, or otherwise transfer its interest in the lease property unless purchaser or such other person, business, or corporation agrees to the benefits and duties of this Lease in writing. However, in that event, no option to renew, as provided in Section Thirty-Three herein will be available to Lessee.

**SEVENTEEN. EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use 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 Lessor or Lessee 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 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.

**EIGHTEEN. 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, Lessee 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 Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 60 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.

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.

**NINETEEN. LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. 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 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.

**TWENTY. 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. Any assignment, encumbrance or sublease contrary to the provisions of Section Twenty-One shall be null and void and constitute a breach by Lessee of this Lease.

**TWENTY-ONE. BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15

days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, 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 retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

**TWENTY-TWO. 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.

**TWENTY-THREE. FORCE MAJEURE.** Lessor and Lessee 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.

**TWENTY-FOUR. NO WAIVER.** Failure of either the Lessor or Lessee 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 Lessor or Lessee unless such waiver is in writing.

**TWENTY-FIVE. BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

**TWENTY-SIX. PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns.

**TWENTY-SEVEN. NON-DISCRIMINATION.** Lessee agrees that the Premise will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

**TWENTY-EIGHT. ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

**TWENTY-NINE. AMENDMENT OR MODIFICATION.**

No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing and has been signed by both parties.

**THIRTY. CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

**THIRTY-ONE. ATTORNEY'S FEES.** In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

**THIRTY-TWO. NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:                      City of Las Vegas  
   Department of Neighborhood Services  
   400 Stewart Avenue, 2nd Floor  
   Las Vegas, Nevada 89101

Copy to:                                      City of Las Vegas  
   Real Estate and Asset Management  
   400 Stewart Avenue, 4<sup>th</sup> Floor  
   Las Vegas, Nevada 89101

If to the Lessee:                         I Have A Dream Foundation  
   310 South 9<sup>th</sup> Street  
   Las Vegas, Nevada 89101

**THIRTY-THREE. OPTION TO RENEW.** Upon prior written approval by the Lessor, if Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional one year term by giving a written request to renew at least 30 days prior to the expiration of the Lease term. This request shall not be effective nor binding on the Lessor unless and until the same is approved by the Las Vegas City Council. Finally, this option to renew is not available to Lessee if Lessor sells, conveys, or otherwise transfers its interest in the lease property.

**THIRTY-FOUR. EARLY TERMINATION.** This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance that

is beyond the control of Lessor or Lessee, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party.

**THIRTY-FIVE. HEALTH DISTRICT COMPLIANCE** Lessee shall abide by all rules and regulations concerning air quality, proper trash disposal and any other rules and regulations that may be required by the Clark County Health District as they pertain to Lessee's nature of business.

**THIRTY-SIX. DISCLOSURE OF PRINCIPALS**. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Lessee, as well as all persons and entities holding more than a one percent (1%) interest in Lessee, or any principal of Lessee. Throughout the term of the Agreement, Lessee shall notify City in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

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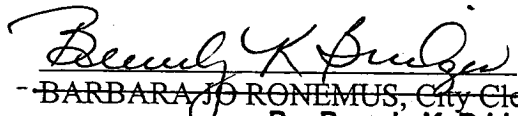
**THIRTY-SEVEN. SIGNATORIES.** In accordance with the regulations established in HUD Entitlement Grant Regulations, 24 Code of Federal Regulations (CFR) Part 570 et. seq., the Director of Neighborhood Services or his/her designee, and "IHAD" are authorized to sign documents on behalf of the administrative sub-entities.

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

CITY OF LAS VEGAS  
"Lessor"


ATTEST:

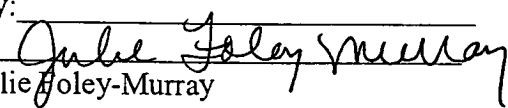
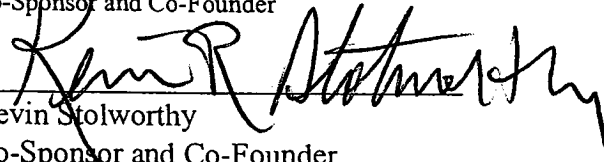
By   
OSCAR B. GOODMAN, Mayor

  
~~BARBARA J. RONEMUS, City Clerk~~  
By: Beverly K. Bridges  
Chief Deputy City Clerk

I HAVE A DREAM FOUNDATION  
"Lessee"

APPROVED AS TO FORM:

 6/4/01  
DEPUTY CITY ATTORNEY DATE

By:   
Julie Foley-Murray  
Co-Sponsor and Co-Founder  
  
Kevin Stolworthy  
Co-Sponsor and Co-Founder

## ATTACHMENT I

## DISCLOSURE OF PRINCIPALS

The principals and partners of *(Insert Contracting Entity Name)* and all persons and entities holding more than 1% interest in *(Insert Contracting Entity Name)* or any principal of *(Insert Contracting Entity Name)* are the following:

FULL NAME PHONE	BUSINESS ADDRESS	BUSINESS
1. Diana Bennett 897-7153	6600 Amelia Earhart Ct. 89119	
2. Joseph W. Brown 734-2220	3773 Howard Hughes Parkway 89109	Attorney
3. Dick Fraim 792-8828	3228 Channel 8 Drive 89109	KLAS-TV
4. Sidney Franklin 799-8625	2701 E. St. Louis Ave. 89104	CC School Dir. r.
5. Dennis Johnson 791-6571	3800 Howard Hughes, 3rd Flr. 89109	Wells Fargo Bank
6. Louise Helton 870-7201	431 So. Decatur Blvd. 89107	Pre-School
7. Jerry Keller 229-3233	400 Stewart Ave. 89101	Sheriff
8. Julie A. Murray 407-6530	One Harrah's Ct. 89119	Harrah's-Dist. Comm. Rela
9. Mary Nielson 435-4600	706 Valle Verde Ct. 89014	VP/Gen/Mgr. Cox Bus.
10. Scott Nielson 367-2458	2411 S. Sahara Ave. 89102	Gen. Counsel-Station Cas
11. Ed Skonicki 385-2662	7244 Latour Ct. 89117	Catholic Charities
12. Kevin Stolworthy 734-2220	1009 Sagerock 89031	Attorney
13. Teri Stolworthy 657-0747	1009 Sagerock 89031	Homemaker
14. Betty Turner 451-3489	5390 E. Flamingo 89122	CC Housing Auth.

Continue list until full and complete disclosure is made.

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

*(Insert Name of Contracting Entity)*

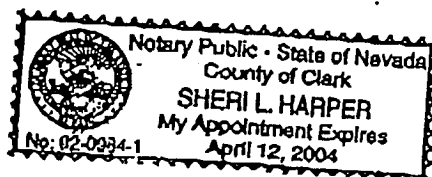
By: Kevin R. Stolworthy

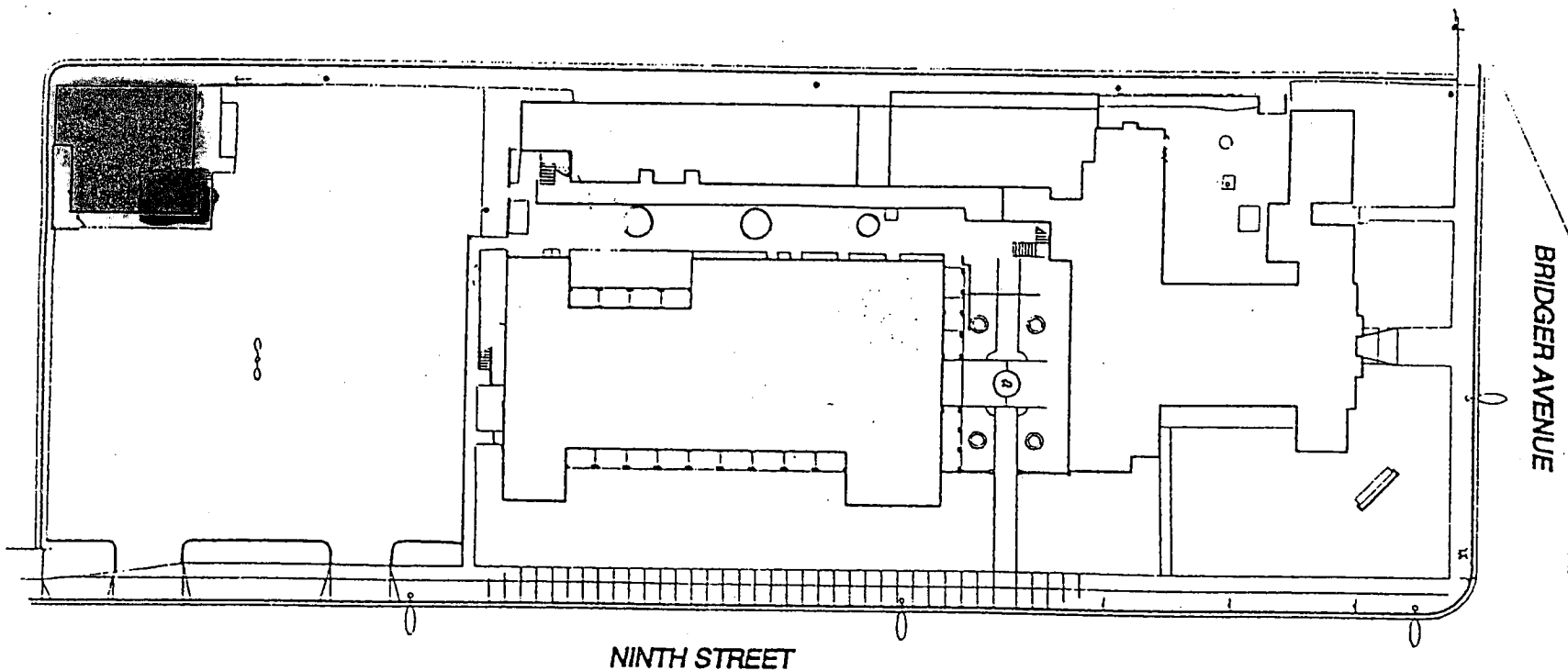
Title: President

Subscribed and sworn to before me this

16 day of August, 2001

Sheri L. Harper  
Notary Public





LEGEND: **Green** represents office  
space occupied by I Have  
A Dream Foundation

**CLIENT CERTIFICATION OF HOUSEHOLD  
COMPOSITION AND INCOME**

The program under which you are receiving assistance utilizes City of Las Vegas Neighborhood Services Department, HUD funds. In accordance with the federal regulations governing the use of these funds, please supply the information requested below. This information is confidential and only for use by the public agencies providing this funding.

<b>HOUSEHOLD SIZE</b> (Please check the box next to the total number of people that live with you)	<b>HOUSEHOLD INCOME<sup>1</sup></b> (Please check the box next to the total income of your household. Count all income of all household members)		
<input type="checkbox"/> 1 person	<input type="checkbox"/> less than \$11,450	<input type="checkbox"/> less than \$19,100	<input type="checkbox"/> less than \$30,500
<input type="checkbox"/> 2 people	<input type="checkbox"/> less than \$13,100	<input type="checkbox"/> less than \$21,800	<input type="checkbox"/> less than \$34,900
<input type="checkbox"/> 3 people	<input type="checkbox"/> less than \$14,700	<input type="checkbox"/> less than \$24,550	<input type="checkbox"/> less than \$39,250
<input type="checkbox"/> 4 people	<input type="checkbox"/> less than \$16,350	<input type="checkbox"/> less than \$27,250	<input type="checkbox"/> less than \$43,600
<input type="checkbox"/> 5 people	<input type="checkbox"/> less than \$17,650	<input type="checkbox"/> less than \$29,450	<input type="checkbox"/> less than \$47,100
<input type="checkbox"/> 6 people	<input type="checkbox"/> less than \$18,950	<input type="checkbox"/> less than \$31,600	<input type="checkbox"/> less than \$50,550
<input type="checkbox"/> 7 people	<input type="checkbox"/> less than \$20,250	<input type="checkbox"/> less than \$33,800	<input type="checkbox"/> less than \$54,050
<input type="checkbox"/> 8 people	<input type="checkbox"/> less than \$21,600	<input type="checkbox"/> less than \$35,950	<input type="checkbox"/> less than \$57,550

<sup>1</sup> Based on HUD median incomes as of March 29, 2001.

I hereby certify that my household size and income are as stated above. I consent to verification of this information by the service provider, the City of Las Vegas, or other governmental officials as required.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

COMMUNITY DEVELOPMENT 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 10<sup>th</sup> of the month

Name of Grantee: \_\_\_\_\_

Period Covered: \_\_\_\_\_ TO: \_\_\_\_\_

Activity Name: \_\_\_\_\_

Activity Description and Location: \_\_\_\_\_

*Counts by Household or Persons must be one or the other*

- Total Number of Households Assisted
- Total Number of Persons 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 Physically and/or Mentally disabled Clients Served
- Total Number of Female-Headed Households

TOTAL	CLV	YTD TOTAL

Total Number of Households or Persons Assisted  
 who are: *Select either households or persons*

	# of Households	# of Persons	CLV # of Households	CLV # of Persons	YTD TOTALS
White, Non-Hispanic					
Black, Non-Hispanic					
Hispanic					
Asian/Pacific Islander					
American Indian Alaskan					

Check appropriate 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accomplishments, should be noted by program: ie. 75% of clients found suitable employment within 90 days of entering program. 40% of children attained higher test scores due to after-school program. 5 tons of food and paper products were distributed to needy families. 80% of children in the program participated in extracurricular activities.

EXHIBIT "D"

SCOPE OF SERVICE AND HOURS OF OPERATION

The "I Have A Dream" Foundation Inc. – Las Vegas is a long-term program as well as a long-term promise. This program is multi-faceted and designed to improve the lives of at-risk Las Vegas youths, "Dreamers."

Presently there are 55 "DREAMERS" and their families. The curriculum consists of homework assistance, tutorial programs, mentoring, cultural enrichment, drug prevention, sex education, hygiene programs, career guidance and college prep program.

These programs are coordinated with the family and designed to include family members as well as care personnel. The promise: the assured opportunity for higher education through a tuition grant on a last dollar basis.

The hours of operation are: Monday through Friday 8:00 a.m. – 5:00 p.m.  
Saturdays 9:00 a.m. – 3:00 p.m., only when field trips occur.

Staff members: Karen Boixo, Development Director  
Kirk Williams, Program Coordinator

100 111 1 5 15 32

100 111 1 5 15 32

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and Jude 22, a Nevada non-profit corporation, for approximately 1200 square feet of office space located at 320 South 9<sup>th</sup> Street - Ward 5 (Weekly)

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

The City purchased the former First Baptist Church at 9th and Bridger Streets with Community Development Block Grant funds acquiring the main building and an additional structure formerly used as a parsonage. The parsonage is a 3-room structure which presently houses Jude 22 in 2 of the rooms for operation of the Senior Nutrition Center, providing emergency food services for senior citizens. Jude 22 will occupy the main room (transformed into a warehouse area), the front area for receiving and processing clients, and storage closets along with a 10x40 modular building.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Lease Agreement

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

DAVID ROARK, Manager, Real Estate and Asset Management Division, SUE PRESCOTT, Neighborhood Services, and AL GALLEG0, citizen of Las Vegas, were present.

No one appeared in opposition.

See Item 1 for all related discussion.

(3:02 – 3:06)

1-8

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 5<sup>th</sup> day of September, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter referred to as "Lessor"), and "JUDE 22", a Nevada nonprofit corporation, a 501(c) (3) designated non-profit organization operating the "JUDE 22" Foundation (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor approved the purchase of certain property located at 320 S. 9<sup>th</sup> Street through its Community Development Block Grant Program (hereinafter "CDBG"), during the City Council session of April 5, 2000.

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, office space of approximately 1,200 square feet consisting of the main room, kitchen and storage area of the approximately 1,500 square feet that is situated in the above referenced property.

WHEREAS, the United States Department of Housing and Urban Development, (hereinafter "HUD"), pursuant to 24 CFR Part 570 et. seq., and specifically to 24 CFR Part 570.503, requires the Lessor as CDBG Entitlement Program Recipient to sign a written agreement with the Lessee which shall remain in effect for the time period during which the Lessee remains a tenant at the premises listed above.

WHEREAS, in accordance with 24 CFR Part 570 et. Seq. and all relevant federal related regulations the parties agree to enter into this Lease Agreement.

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

### **ONE. LEASE OF PREMISES.**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 1,200 square feet of office space to operate a Senior Nutrition Center located in the above described building located at 320 S. 9<sup>th</sup> Street, which is commonly referred to as the Downtown Community Center Parsonage and located in the City of Las Vegas, Nevada, (hereinafter referred to as "Premises") in accordance with the provisions of this Lease Agreement (hereinafter referred to as the "Lease"). Lessee agrees to use the Premises solely for the purpose of conducting normal business of the JUDE Programs, as more fully described in Section Seven, and shall not permit the Premises to be used for any other purpose. The Premises is depicted by map in Exhibit A.

Said Exhibit A is attached for reference purposes only and is in no way intended to restrict or expand the Premises as previously described.

**TWO. TERM OF LEASE.**

<sup>22<sup>th</sup></sup> This Agreement provides for the utilization of a CDBG facility funding of the "JUDE" Programs rendered in accordance with this Agreement. Unless earlier terminated in accordance with Section Thirty-Four hereof, and subject to the renewal provisions contained in Section Thirty-Three hereof, this Lease shall be from year to year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter. It is expressly understood and agreed that this lease may be terminated at any time after one (1) year by Lessor upon giving ninety (90) days' written notice to Lessee by mailing the same to any officer of said Lessee.

**THREE. COMMENCEMENT DATE.** This Lease shall become effective on \_\_\_\_\_, 2001, and shall end on \_\_\_\_\_, 2002, unless the lease is renewed pursuant to Section Thirty-three.

**FOUR. RENT.**

The City of Las Vegas shall provide the Premises, for an annual fee of one dollar (\$1.00).

Lessee shall provide hours and perform the services outlined in the scope of services as set forth in Exhibit "D".

**FIVE. UTILITIES AND SERVICES.**

Utilities shall be provided for by the Lessor. Lessee shall provide and pay for custodial services for their Premises during the Lease term, including any and all telephone services. A separate phone line will be required to be installed by Lessee in their Premises. Lessor will be required to pay for any landscaping service that is required.

**SIX. REPAIRS AND MAINTENANCE.**

Lessor agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of the Lessee or any of their invitees, including repairs to sewer lines, water lines, roofing, and common areas (which includes the customer parking area) walls, landscaping. Lessee shall notify Lessor's Department of Neighborhood Services of any and all maintenance and repairs to be made to building or on Premises. Lessee agrees to maintain the Premises in as good a state of repair as when first occupied. Ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

**SEVEN. USE OF PREMISES.**

A. Lessee agrees to use the Premises solely for the Jude <sup>22<sup>th</sup></sup> Programs which provides assistance to people in need offering food, clothing, referrals to social agencies, and assistance with personal care and no other. It is expressly understood and agreed that the Premises shall not be used for residential or commercial purposes, except as otherwise provided herein.

B. Lessee shall have the right of ingress and egress over the adjoining lands of the Lessor necessary or convenient for the operation and use of said Premises, but that said egress and ingress shall be at such hours as prescribed by the Lessor.

C. Lessee shall not post any signs without obtaining prior written consent of the Lessor.

E. It is specifically understood and agreed by Lessor and Lessee that the activities to be performed under the Scope of Services, Exhibit D of this Agreement, 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; or*
- c) *To meet Community Development needs having a particular urgency.*

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

F. Lessee expressly agrees and understands that Lessee will comply with all uniform administrative requirements of the CDBG Program as set forth in 24 CFR Part 570.504(c), including but not limited to, the cost principles and audit requirements established by OMB Circulars A-87 and A-128, respectively.

G. Lessee shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that Lessee will not assume the Lessor's environmental responsibilities described at 24 CFR 570.604, nor the Lessor's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

H. It is specifically understood and agreed by Lessee that the Department of Neighborhood Services shall not be obligated to pay any moneys to Lessee hereunder and

hereinafter in the event that such CDBG funds for any reason are terminated or withheld from the Lessor or are otherwise not forthcoming, and in such event, Lessor or Lessee may terminate this Agreement at anytime with or without cause upon a thirty (30) day written notice hand delivered, by mail or in person to the other party. Lessee also understands and agrees in accordance with 24 CFR Part 85.43 that Lessor may suspend or terminate this Agreement if Lessee materially fails to comply with any term as stated herein, and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

**EIGHT. 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.

**NINE. ALTERATIONS. ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises. 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 or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

**TEN. PAYMENT OF TAXES.** Lessee shall be responsible for any real property taxes on, or real property related assessments to 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.

**ELEVEN, COMPLIANCE WITH THE LAW.** The 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.

#### **TWELVE. INDEMNIFICATION AND INSURANCE.**

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of Five Hundred Thousand and No/100<sup>th</sup> Dollars (\$500,000.00) for the injury to or the death of any one person and/or property damage combined single limit and Five Hundred Thousand and No/100<sup>th</sup> Dollars (\$500,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to Lessor a certificate of insurance which evidences the above required coverage's and names the Lessor as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the Lessor.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the Lessor shall have the right to terminate this Lease.

D. 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, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. 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.

**THIRTEEN. WAIVER OF SUBROGATION.** Lessor hereby waives, and Lessee 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 Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

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

**FIFTEEN. HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, 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 negotiated rent 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.

**SIXTEEN. 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. Lessor agrees not to sell, convey, or otherwise transfer its interest in the lease property unless purchaser or such other person, business, or corporation agrees to the benefits and duties of this Lease in writing. However, in that event, no option to renew, as provided in Section Thirty-Three herein will be available to Lessee.

**SEVENTEEN. EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use 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 Lessor or Lessee 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 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.

**EIGHTEEN. 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, Lessee 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 Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 60 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.

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.

**NINETEEN. LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. 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 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.

**TWENTY. 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. Any assignment, encumbrance or sublease contrary to the provisions of Section Twenty-One shall be null and void and constitute a breach by Lessee of this Lease.

**TWENTY-ONE. BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives

written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, 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 retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

**TWENTY-TWO. 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.

**TWENTY-THREE. FORCE MAJEURE.** Lessor and Lessee 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.

**TWENTY-FOUR. NO WAIVER.** Failure of either the Lessor or Lessee 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 Lessor or Lessee unless such waiver is in writing.

**TWENTY-FIVE. BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

**TWENTY-SIX. PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns.

**TWENTY-SEVEN. NON-DISCRIMINATION.** Lessee agrees that the Premise will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

**TWENTY-EIGHT. ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior

conversations or writings concerning the lease of the Premises are merged herein and extinguished.

**TWENTY-NINE. AMENDMENT OR MODIFICATION.** No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing and has been signed by both parties.

**THIRTY. CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

**THIRTY-ONE. ATTORNEY'S FEES.** In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

**THIRTY-TWO. NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:                      City of Las Vegas  
   Department of Neighborhood Services  
   400 Stewart Avenue, 2nd Floor  
   Las Vegas, Nevada 89101

Copy to:                                      City of Las Vegas  
   Real Estate and Asset Management  
   400 Stewart Avenue, 4<sup>th</sup> Floor  
   Las Vegas, Nevada 89101

If to the Lessee:                         JUDE 22  
   320 South 9<sup>th</sup> Street  
   Las Vegas, Nevada 89101

**THIRTY-THREE. OPTION TO RENEW.** Upon prior written approval by the Lessor, if Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional one year term by giving a written request to renew at least 30 days prior to the expiration of the Lease term. This request shall not be effective nor binding on the Lessor unless and until the same is approved by the Las Vegas City Council. Finally, this option to renew is not available to Lessee if Lessor sells, conveys, or otherwise transfers its interest in the lease property.

**THIRTY-FOUR. EARLY TERMINATION.** This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this

agreement is substantially impaired or obstructed by any event, occurrence or circumstance that is beyond the control of Lessor or Lessee, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party.

**THIRTY-FIVE. HEALTH DISTRICT COMPLIANCE** Lessee shall abide by all rules and regulations concerning air quality, proper trash disposal and any other rules and regulations that may be required by the Clark County Health District as they pertain to Lessee's nature of business.

**THIRTY-SIX. DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Attachment "1", all principals, including partners or director of Lessee, as well as all persons and entities holding more than a one percent (1%) interest in Lessee, or any principal of Lessee. Throughout the term of the Agreement, Lessee shall notify Lessor in writing of any material change in the above disclosure within (15) days of any such change. (Attachment 1)

...

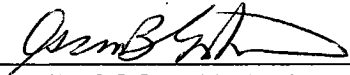
...


**THIRTY-SEVEN. SIGNATORIES.** In accordance with the regulations established in HUD Entitlement Grant Regulations, 24 Code of Federal Regulations (CFR) Part 570 et. seq., the Director of Neighborhood Services or his/her designee, and "JUDE<sup>2</sup>" are authorized to sign documents on behalf of the administrative sub-entities.

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

CITY OF LAS VEGAS  
"Lessor"

ATTEST:

By   
OSCAR B. GOODMAN, Mayor

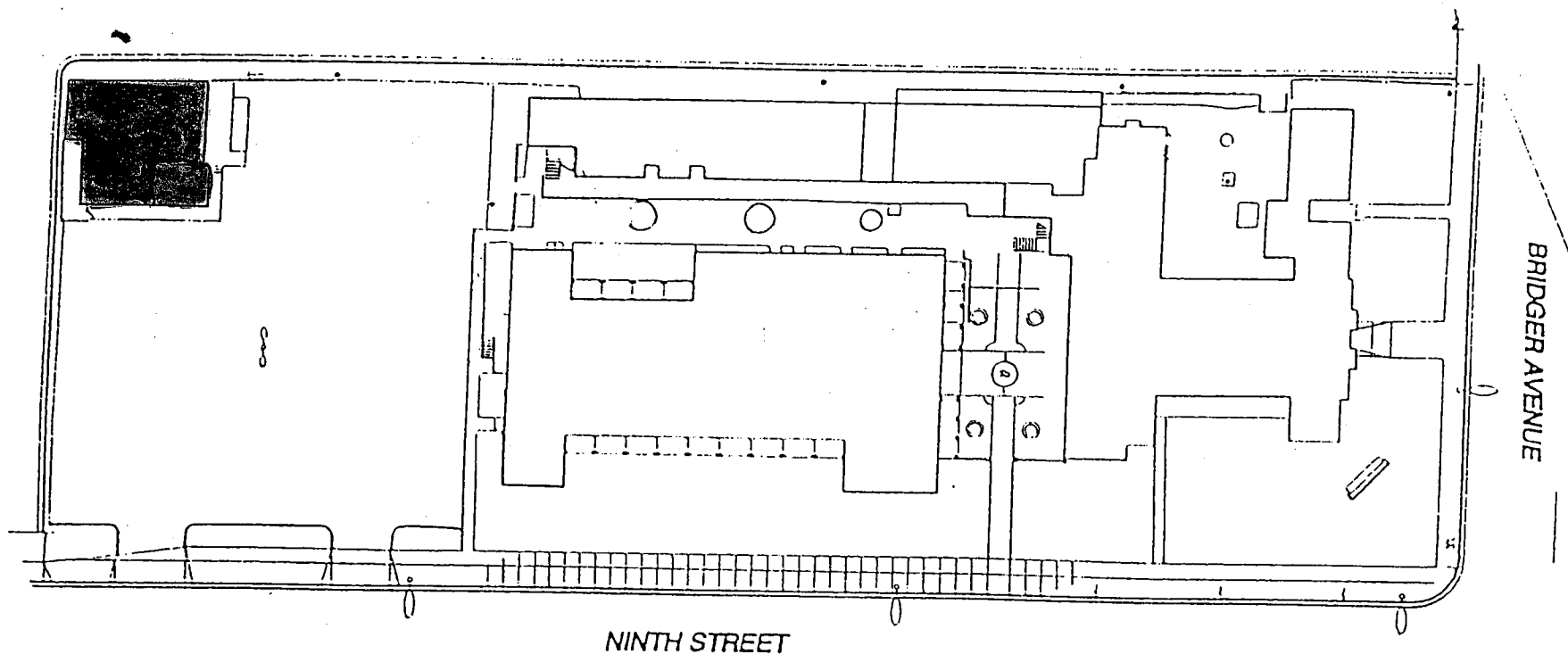
  
~~BARBARA JO RONEMUS, City Clerk~~  
By: Beverly K. Bridges  
Chief Deputy City Clerk

JUDE 22  
"Lessee"

APPROVED AS TO FORM:

 6/7/01  
DEPUTY CITY ATTORNEY DATE

By: patricia barrios 8/21/01  
Patricia Barrios  
Director



**LEGEND:** **Blue** represents office  
space occupied by Jude 22

**EXHIBIT "B"**  
**Senior Nutrition Center Intake Form**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Age: \_\_\_\_\_ SSN \_\_\_\_\_ Verification of ID Yes \_\_\_\_\_ No \_\_\_\_\_

**CHECK ONE OF THE CHOICES BELOW (HUD Incomes Limits--March 29, 2001)**

HOUSE HOLD SIZE	LOW INCOME LIMIT	VERY LOW INCOME	EXTREMELY LOW INCOME	BELOW EXTREMELY LOW	Head of Household F. _____ M. _____
1 Person	<input type="checkbox"/> \$ 30,500	<input type="checkbox"/> \$19,100	<input type="checkbox"/> \$11,450	<input type="checkbox"/> \$7,200	Monthly Income
2 Person	<input type="checkbox"/> \$ 34,900	<input type="checkbox"/> \$21,800	<input type="checkbox"/> \$13,100	<input type="checkbox"/> \$8,800	
3 Person	<input type="checkbox"/> \$ 39,250	<input type="checkbox"/> \$24,550	<input type="checkbox"/> \$14,700	<input type="checkbox"/> \$10,400	

W: _____	Identify Needs	
B: _____	Assist with forms	_____
H: _____	Agency Referrals	_____
A/P: _____	Food	_____
AI: _____	Clothing	_____

Food Assistance Provided (\$ value)		
Bread/pastries _____	Medicine _____	TOTAL \$ _____
Pasta _____	Toiletries _____	
Canned goods _____	Other _____	
Variety meats _____		

**Questions:**

1. Does the cost of medication impact what you can spend on food? \_\_\_ Yes \_\_\_ No

2. If yes, how much do you spend on medication a month? \_\_\_\_\_

3. How will (did) you spend the funds left over after getting this emergency food assistance? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you missed any meals because you were short on funds? \_\_\_ Yes \_\_\_ No

If yes, how many meals did you miss--- \_\_\_ In a day ? \_\_\_ or a week? \_\_\_ or a month?

For how long? \_\_\_\_\_

5. How has the food assistance program affected your life?  
\_\_\_\_\_  
\_\_\_\_\_

6. Additional Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received by \_\_\_\_\_

**EXHIBIT "C"**  
**Senior Nutrition Center**  
**Weekly Summary Form**

Week of: (Month/Day) \_\_\_\_\_

Client Statistics:						Monday	Tuesday	Wednesday	Thursday	Friday	TOTAL
# of Persons Assisted											
# of Households Assisted											
# of Low and Moderate Income (80% of median income)											
# of Very Low Income (50% of median income)											
# of Extremely Low Income (30% of median income)											
# of Female-Headed Households											
Total Number of Households or Persons Assisted who are: <i>Select either households or persons</i>											TOTAL
White, Non-Hispanic											
Black, Non-Hispanic											
Hispanic											
Asian/Pacific Islander											
American Indian/ Alaskan											
Food Assistance Provided (value of food per client x number of clients)											

**ATTACHMENT 1  
DISCLOSURE OF PRINCIPALS**

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

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
Board of Directors		
1. <u>Beatrice DSOUID (Dir)</u>	<u>800 N. Eastern LV NV 89101</u>	<u>649-1323</u>
2. <u>Greg Abernathy (Dir)</u>	<u>1581 N. Main St. LV NV 89101</u>	<u>386-3193</u>
3. <u>Constance Brick (Dir)</u>	<u>1748 Broadway Drive, Salinas, CA 93906</u>	<u>(831) 443-2147</u>
4. <u>Eric Pitts (Dir)</u>	<u>320 S. 9th St. LV NV 89101</u>	<u>229-1142</u>
5. <u>Patricia Barrios (Exec. Dir.)</u>	<u>320 S. 9th St. LV NV 89101</u>	<u>229-1142 / 870-1447</u>
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Continue list until full and complete disclosure is made.

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

"JUDE" 22

Patricia Barrios  
Patricia Barrios

Exec. Director

Subscribed and sworn to before me this  
9 day of May, 2001.

Kim A. Barrera  
Notary Public



**KIM A. BARRERA**  
Notary Public - Nevada  
No. 99-50021-1  
My appt. exp. Nov. 25, 2002

**EXHIBIT "D"**  
**SCOPE OF SERVICE & HOURS**

1. Jude 22 is a non-profit organization providing assistance to people in need since February 1994. The organization offers food, clothing, referrals to social agencies, and assistance with personal care (this last option is offered when volunteers are available). In partnering with the city of Las Vegas, Jude 22 will continue service to existing clients, while including seniors meeting the criteria as specified by city staff.
2. The hours of operation at the Senior Nutrition Center, 320 S. 9<sup>th</sup>, will be Monday through Friday, 10 a.m. to 4 p.m.
3. Trish Barrios, Director of Jude 22, works 60 hours a week. She picks up food donations from various resources, delivers items to senior housing complexes where her existing clients live, and works out of the Senior Nutrition Center five to six days a week from 10 a.m. to 5 p.m.
4. Two employees, paid by a Title 5 federal grant, work part-time during the week.
  - a. 9 a.m. – 2 p.m. – Jessie Blancarte
  - 11 a.m. – 4 p.m. –Earl Freeman

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and The Andre Agassi College Preparatory Academy to utilize certain City premises known as the Doolittle Community Center located at 1950 North J Street - Ward 5 (Weekly)

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

The Andre Agassi College Preparatory Academy (AACPA) desires to have access to utilize certain premises located at the Doolittle Community Center for conducting various recreational and educational programs for the benefit of the children attending AACPA. In return AACPA has agreed to authorize Doolittle to utilize certain AACPA premises for conducting various recreational programs for the benefit of the participating children at Doolittle, subject to terms and conditions set forth in the Memorandum of Understanding.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. MOU# 2003-09
2. Site Map

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF recommended Item 3 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.**

NOTE: COUNCILMAN WEEKLY disclosed that his son attends Andre Agassi School and confirmed with DEPUTY CITY ATTORNEY PONTICELLO that this would not be a conflict, as he has no financial interest or investment in the school.

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 2, 2003

Public Works

Item 3 - Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and The Andre Agassi College Preparatory Academy to utilize certain City premises known as the Doolittle Community Center located at 1950 North J Street - Ward 5 (Weekly)

**MINUTES:**

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, explained that this Memorandum of Understanding would provide joint usage of both buildings. The City will be able to use the Academy when necessary and the students at the Academy may use the Doolittle Center. The future intent is to design more agreements regarding safety issues, such as crossing the streets. Staff recommends approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3:07)

1-128

**Memorandum of Understanding #2003-09**

**Between City of Las Vegas**

**& The Andre Agassi College Preparatory Academy**

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2003, between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and The Andre Agassi College Preparatory Academy ("AACPA").

WITNESSETH:

WHEREAS, the City is a governmental entity, which owns and operates the real property and improvements thereon located on 1950 North J Street, Las Vegas, Nevada 89106, commonly known as and referred to as Doolittle Community Center ("Doolittle"); and

WHEREAS, AACPA is a non-profit charter school located on 1201 West Lake Mead Boulevard, Las Vegas, Nevada 89106; and

WHEREAS, AACPA desires to have access to utilize certain Doolittle Premises (as defined below); and

WHEREAS, the City has agreed to authorize AACPA to utilize certain Doolittle Premises, subject to the terms and conditions set forth herein; and

WHEREAS, Doolittle desires to have access to utilize certain AACPA Premises (as defined below); and

WHEREAS, AACPA has agreed to authorize Doolittle to utilize certain AACPA Premises, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose. This MOU is entered into for the purpose of granting both parties permission and authority under both parties' supervision to enter upon and utilize the other party's premises, as set forth below.
2. Premises. The Doolittle Premises shall mean and include: the auxiliary gym, locker room, classrooms, swimming pool, weight room, dance studio, multipurpose room, game room and outdoor fields located at Doolittle. The AACPA Premises shall mean and include: the stage area and, once suitable for occupancy, the gymnasium and stage area located in AACPA.

**Memorandum of Understanding #2003-09**

**Between City of Las Vegas**

**& The Andre Agassi College Preparatory Academy**

3. Authorization. Subject to the terms and conditions as set forth herein, AACPA is hereby authorized to enter and utilize the Doolittle Premises and Doolittle is hereby authorized to enter and utilize the AACPA Premises for only the purpose set forth in paragraph 7. The parties agree that for each and every quarter during the Term of this MOU, AACPA and Doolittle agree that they shall meet at least one (1) month prior to each quarter and shall mutually agree upon a schedule of use by AACPA of Doolittle Premises and by Doolittle of AACPA Premises for the duration of the following quarter.
4. Staff. In the event AACPA utilizes Doolittle's swimming pool for swimming lessons, AACPA and Doolittle agree that AACPA shall pay for such swimming lessons provided by Doolittle swimming instructors as set forth below.
  - a. For swimming lessons beginning May 19, 2003 through June 3, 2003, AACPA agrees to pay Doolittle Two Thousand Seventy-three Dollars (\$2,073.00) in exchange for three (3) Doolittle swimming instructors providing AACPA a total of six (6) hours each day for twelve (12) consecutive school days.
  - b. The parties acknowledge and agree that AACPA may request to utilize Doolittle swimming instructors for swimming lessons on an annual basis and in such event, Doolittle agrees to provide such swimming lessons from its swimming instructors to AACPA at the same or similar rate as set forth above.

The City acknowledges and agrees that Doolittle does not require any instructional staff when utilizing the AACPA Premises.

5. Term. Unless earlier terminated, in accordance with the provisions hereof, this MOU and the authorization provided herein shall remain in full force and effect as of the date of approval (which date shall be inserted in the first paragraph of this MOU) by the governing body of the City and execution by AACPA and for a period of two (2) years thereafter ("Term").
6. Right of Termination. Each party shall have the right to terminate this MOU immediately upon written notice to the other party if: (i) the other party breaches any material term of this MOU, which breach the other party has failed to cure within thirty (30) days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree upon such termination of this MOU.

**Memorandum of Understanding #2003-09**

**Between City of Las Vegas**

**& The Andre Agassi College Preparatory Academy**

7. Use of Premises. AACPA shall use the Doolittle Premises for the purpose of conducting various recreational and educational programs for the benefit of the children attending AACPA. Doolittle shall use the AACPA Premises for the purpose of conducting various recreational programs for the benefit of the participating children at Doolittle.
8. Expenses. The City agrees to bear its own costs and expenses related to AACPA's use of the Doolittle Premises and AACPA agrees to bear its own costs and expenses related to Doolittle's use of the AACPA Premises as set forth hereunder. Notwithstanding the foregoing, each party shall reimburse the other for any direct costs and expenses incurred as a result of its damage(s) to the other party's Premises.
9. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To AACPA:                      The Andre Agassi College Preparatory Academy  
   1201 West Lake Mead Drive  
   Las Vegas, Nevada 89106  
   Attn: Julie Pippenger  
   (702) 227-5700 phone  
   (702) 932-3111 fax

To CITY:                        City of Las Vegas  
   Real Estate/Asset Management  
   400 Stewart Avenue, 4<sup>th</sup> Floor  
   Las Vegas, Nevada 89101  
   Attn: Manager  
   (702) 229-1021 phone  
   (702) 384-0527 fax

Copy To:                        City of Las Vegas  
   Leisure Services  
   749 Veterans Memorial Drive  
   Las Vegas, Nevada 89101  
   Attn: Director  
   (702) 229-6588 phone  
   (702) 383-6306 fax

**Memorandum of Understanding #2003-09**

**Between City of Las Vegas**

**& The Andre Agassi College Preparatory Academy**

10. Indemnity. Each party will protect, defend, indemnify and save harmless the other party from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to claims for contribution or indemnification for injuries to or death of any person or persons or damage or loss to the Doolittle Premises, AACPA Premises or any part thereof caused by, in connection with, or arising out of (i) a breach by the indemnifying party of this MOU and/or (ii) the indemnifying party's actions or omissions in connection with this MOU. Each party's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph 10 shall include any and all reasonable attorneys' fees incurred by the other party in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by said party in enforcing or obtaining compliance with the provisions of this MOU, subject to the limitations of Nevada Revised Statutes, Chapter 41. The provisions of this paragraph 10 shall survive the termination or expiration of this MOU.
11. Insurance. The parties shall provide each other with certificates or other proof of insurance, insuring against liability arising out of this MOU with limits of not less than Two Million Dollars (\$2,000,000.00). Each party shall be named as additional insured on the other party's policy. Notwithstanding the foregoing, AACPA understands and agrees that the City has adopted a Self-Insurance Liability Program in accordance with Section 41.038 of the Nevada Revised Statutes effective as of July 1, 1985, which provides self-insured coverage for each occurrence with limits of liability as established in accordance with Section 41.035 of the Nevada Revised Statutes, and that such coverage is acceptable to fulfill the City's obligations under this paragraph 11.

...  
...

**Memorandum of Understanding #2003-09**

**Between City of Las Vegas**

**& The Andre Agassi College Preparatory Academy**

12. Modification or Amendments. No amendment, change or modification of this MOU shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the City and AACPA have executed this MOU as of the date set forth above.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
OSCAR GOODMAN, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 8/4/03  
Date

THE ANDRE AGASSI COLLEGE  
PREPARATORY ACADEMY:

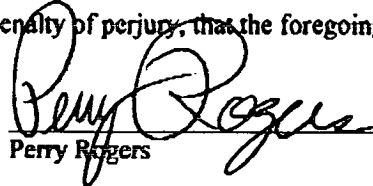
By: Wayne N. Tanaka  
Its: Executive Director

Disclosure of Principals

The principals and partners of the Charter School Development Foundation and all persons and entities holding more than 1% interest in the Charter School Development Foundation and or any principal of Charter School Development Foundation are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
Perry Rogers	3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	(702) 227-5700
Todd Wilson	3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	(702) 227-5700

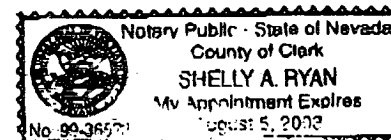
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

  
Perry Rogers

Its: President

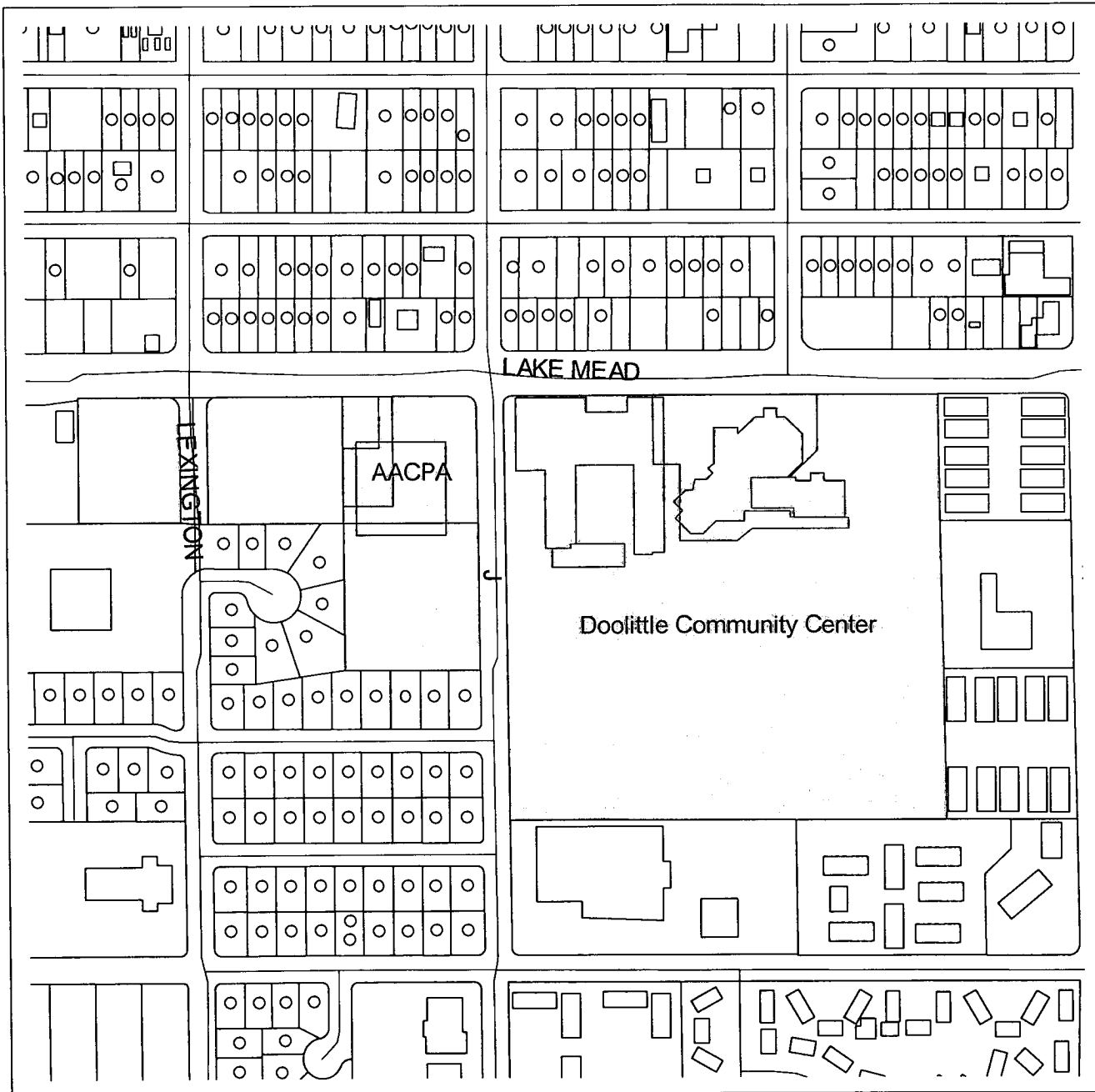
Subscribed and sworn to before me this 9<sup>th</sup> day of  
May, 2003.

  
Notary Public



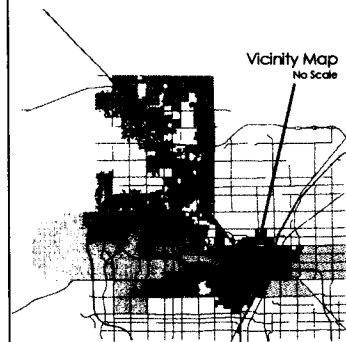
CHARTER SCHOOL DEVELOPMENT FOUNDATION  
LIST OF OFFICERS, DIRECTORS, AND TRUSTEES

NAME AND ADDRESS	TITLE	COMPENSATION	CONTRIBUTIONS TO EMPLOYEE BENEFIT PLANS	EXPENSE ACCOUNT
Perry Rogers 3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	President	NONE	NONE	NONE
Todd Wilson 3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	Secretary	NONE	NONE	NONE
Todd Wilson	Treasure	NONE	NONE	NONE



## Site Map

-  Street Centerline
-  Building Footprints
-  City of Las Vegas1.shp
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/07/31

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Jose Sanchez for real property known as APN 138-25-515-012 located at 1505 Laurelhurst Drive Unit 12 for \$65,000 plus closing costs (Special Revenue Fund) - Ward 1 (Moncrief)

**Fiscal Impact**

**No Impact**

**Amount:** \$65,000 + closing costs

**Budget Funds Available**

**Dept./Division:** Public Works/Real Estate

**Augmentation Required**

**Funding Source:** Special Revenue Fund

**PURPOSE/BACKGROUND:**

This parcel is a condo located in the vicinity of Laurelhurst Dr./Westmoreland Dr. Over 90% of the units in this area are vacant & in disrepair, creating a safety & health problem to the area. Because a majority of the units are owned by one owner, it has made it impossible for a credible condo assoc. of all of the owners in the area to organize, thus most of the properties are in disrepair as well & subject to many building code violations. CLV wishes to purchase this property, along with 41 other individually owned units in an effort to clean & revitalize the area.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Agreement for Purchase of Real Property

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF 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 is one more condominium unit near the center commonly known as Wonder World. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 2, 2003

Public Works

Item 4 - Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Jose Sanchez for real property known as APN 138-25-515-012 located at 1505 Laurelhurst Drive Unit 12 for \$65,000 plus closing costs (Special Revenue Fund) - Ward 1 (Moncrief)

**MINUTES:**

COUNCILWOMAN MONCRIEF discussed with MR. ROARK that there is one more building and two additional single condominiums to be purchased.

AL GALLEGOS, citizen of Las Vegas, stated that this place is filthy with the same trash and conditions. The City promised that it would be cleaned up and something needs to be done. He would be willing to remove vestiges, including a trailer that he could sell. Last week men were cleaning the pool that the Health District had condemned, which means the pool is being used. He insisted that this would not be allowed in other areas of town. The three million dollars the City is spending is going to waste. There is dirt piled up in the center across the street as well. He opined that the City is going down hill.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 – 3:11)

**1-169**

**AGREEMENT FOR THE PURCHASE  
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 18th day of July, 2003 by and between Priority One Commercial and/or nominee (hereinafter referred to as "Buyer) and Jose A. Sanchez and or Assignee (hereinafter referred to as "Seller"), with reference to the following facts:

- A. Seller is the owner of Unit 12 Lot 12 of Decatur Gardens (Residential Condominium) (the "Property") consisting of approximately 943sq.ft. of living space on a 28 x 36 lot. The Property is located at 1505 Laurelhurst Dr. Unit # 12, Las Vegas, Clark County, Nevada 89108. A Plot Plan of the residential condominium showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 138-25-515-012
- B. Seller has represented to Buyer that the Property is currently zoned **Residential Condominium** and is located in the City of Las Vegas, County of Clark, State of Nevada.
- C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property.

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

- 1. **Purchases and Sale.** Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.
- 2. **Purchase Price.** The purchase price to be paid for Property and the improvements thereon shall be Sixty-Five Thousand and no/100 Dollars (\$65,000.00), all cash. Said sum shall be paid as follows:
  - (a) Buyer shall deposit Five Hundred Dollars (\$500.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.
  - (b) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties.
  - (c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Sixty-Four Thousand Five Hundred and no/100 Dollars (\$64,500.00).
  - (d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall

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

3. **Title to the Property.** Title conveyed is to be subject to encumbrances, easements, rights of way, restrictions, conditions and covenants of record as shown on a current preliminary title report with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have **thirty (30)** working days following receipt of said report to approve the condition of title; provided that if written disapproval is not received by Seller within said period, buyer shall be deemed to have accepted the condition of the title. Seller agrees to deliver, at its expense, good and merchantable title as evidenced by an CLTA policy of title insurance. Buyer, at his option, may terminate this offer to purchase and his earnest money shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

4. **Disclosure of Conditions.** Buyer shall take title subject to declarations, covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, to be delivered to Buyer. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller within **thirty (30)** working days of receipt by Buyer.

5. **Escrow.** The purchase and sale provided for herein shall be consummated through an escrow to be opened with Tina Lucero at United Title of Nevada, 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 **ten (10) days** from the expiration of the contingency period, and or Tenant has vacated the premises. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

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

(c) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. Buyer shall pay all other fees and costs usual practices in Clark County, Nevada; real property taxes shall be prorated to close of escrow;

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

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

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

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

(a) Buyer's approval of the Preliminary Title Report, a copy of any lease agreement that exist on the "Premises" and all documents described within the Preliminary Title Report, issued by Angie Galindo at United Title of Nevada concerning the Properties within thirty (30) business days after Buyer's receipt of same from United Title of Nevada (see paragraph 3).

(b) The expiration or Buyer's written waiver of the thirty (30) days Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. Within ten (10) days following the opening of escrow, Seller shall make available to Buyer or to Buyer's agents copies of any leases, site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the subject property that may have been performed if any, at the request of Buyer.

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

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

7. Offer Expiration. This offer will remain open until ~~July 24~~, 2003, from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand. JAS

8. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas, NV 89103, who shall be paid through escrow a commission by Buyer of 4% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

9. 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: Jose A. Sanchez  
1505 Laurelhurst Dr.12  
Las Vegas, NV 89108

To Agent: Priority One Commercial  
Attn: Cynthia Inman  
Broker/Salesman/CPM  
4560 S. Decatur Blvd. Suite 202  
Las Vegas, NV 89103  
(702) 228-7464  
(702) 228-7156 fax

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

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

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

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

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

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

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

Date: July 18, 2003 Time: 2:15 /pm

Buyer:

  
Cynthia Shuman  
PRIORITY ONE COMMERCIAL

#### 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: 8/19/03      Time 5:55 PM      am/pm      Seller:

By: Joe Smith

Its: \_\_\_\_\_

By: \_\_\_\_\_

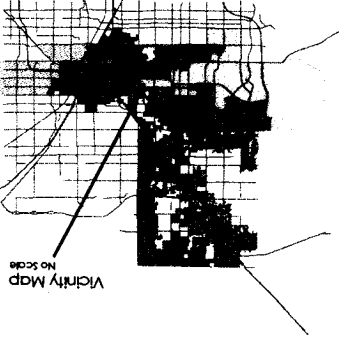
Its: \_\_\_\_\_

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

# Site Map

- Street Centerline
- Building Footprints
- City of Las Vegas, NV
- USA
- Parcels

Vicinity Map  
No Scale



Real Estate & Asset Management



Date of Data: 2003/05/19



EXHIBIT "A"

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action for entering into negotiations with multiple cellular companies for land lease agreements for cellular towers to be located at the All American Park, Freedom Park, Angel Park Golf Course and the Angel Park wash area - All Wards

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

As growth occurs in the valley, additional cellular towers are required to continue to provide valley residents with communication services. Staff will bring back each cellular tower land lease agreement to Council showing the details of each tower construction location and all the specific information detailing each shelter and tower. The lease agreements do not preempt the standard approval process that each company needs to go through with the Planning Department for final approval of allowing construction.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

None

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF 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 SEPTEMBER 2, 2003

Public Works

Item 5 - Discussion and possible action for entering into negotiations with multiple cellular companies for land lease agreements for cellular towers to be located at the All American Park, Freedom Park, Angel Park Golf Course and the Angel Park wash area - All Wards

**MINUTES:**

DAVID ROARK, Manager, Real Estate and Asset Management Division, outlined communication with several different cellular companies regarding placing cell sites at specific locations. Staff is seeking authorization to negotiate at these four locations and recommends approval. COUNCILMAN WEEKLY discussed with MR. ROARK that there are no other locations presently identified in writing, other than those listed on this agenda item, although there have been verbal discussions. COUNCILMAN WEEKLY directed staff to inform him of any requests regarding billboards or cell towers within his Ward.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11 – 3:13)

1-284

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Quitclaim Deed and Abandonment of a 30' x 232' Access Easement in favor of the Benevolent Protective Order of Elks, Las Vegas Lodge #1468 from the City of Las Vegas pertaining to a portion of APN 139-31-801-014, located in the vicinity of Valley View and Charleston Boulevard - Ward 1 (Moncrief)

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

In conjunction with the construction of the new prototype Fire Station #5 located at 1020 Hinson Street, it has become necessary for the City to relinquish to the Benevolent Protective Order of Elks, adjoining property for access rights and the responsibility of maintaining in perpetuity. The Elks have been amicable neighbors regarding the process and the City was favorable to their request, endorsing the Quitclaim and Abandonment in favor of the Elks.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Quitclaim Deed

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF recommended Item 6 be stricken. COUNCILMAN WEEKLY concurred.**

**MINUTES:**

**COUNCILMAN WEEKLY declared the Public Hearing open.**

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 2, 2003

Public Works

Item 6 - Discussion and possible action regarding a Quitclaim Deed and Abandonment of a 30' x 232' Access Easement in favor of the Benevolent Protective Order of Elks, Las Vegas Lodge #1468 from the City of Las Vegas pertaining to a portion of APN 139-31-801-014, located in the vicinity of Valley View and Charleston Boulevard - Ward 1 (Moncrief)

**MINUTES:**

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested this item be stricken due to an error in the legal description.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:13 – 3:14)

**1-346**

**APN: 139-31-801-014**

**WHEN RECORDED MAIL & SEND TAX STATEMENTS TO:  
PUBLIC WORKS/REAL ESTATE  
CITY OF LAS VEGAS  
PUBLIC WORKS/REAL ESTATE3  
400 STEWART AVE, 4TH FLOOR  
LAS VEGAS, NV 89101**

# **QUITCLAIM DEED**

---

**The CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, for and in consideration of \$1.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to the BENEVOLENT PROTECTION ORDER OF ELKS, Las Vegas Lodge #1468, all that real property situate in the City of Las Vegas, County of Clark, State of Nevada bounded and described as follows:**

That portion of the Southeast Quarter (SE 1/4) of Section 31, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as:

LOT 2 of the parcel map as filed July 1, 2003 in File 105 of Parcel Maps, Page 24 of Clark County, Nevada Records.

The above-described parcel of land consisting of approximately 30'x 232' strip of land contains an area of 6,945 square feet or 0.159 acres, more or less, and is indicated on Exhibit A attached hereto and incorporated herein as a part of this document.

**Together with the tenements, hereditaments and appurtenances belonging or in anywise appertaining to such property.**

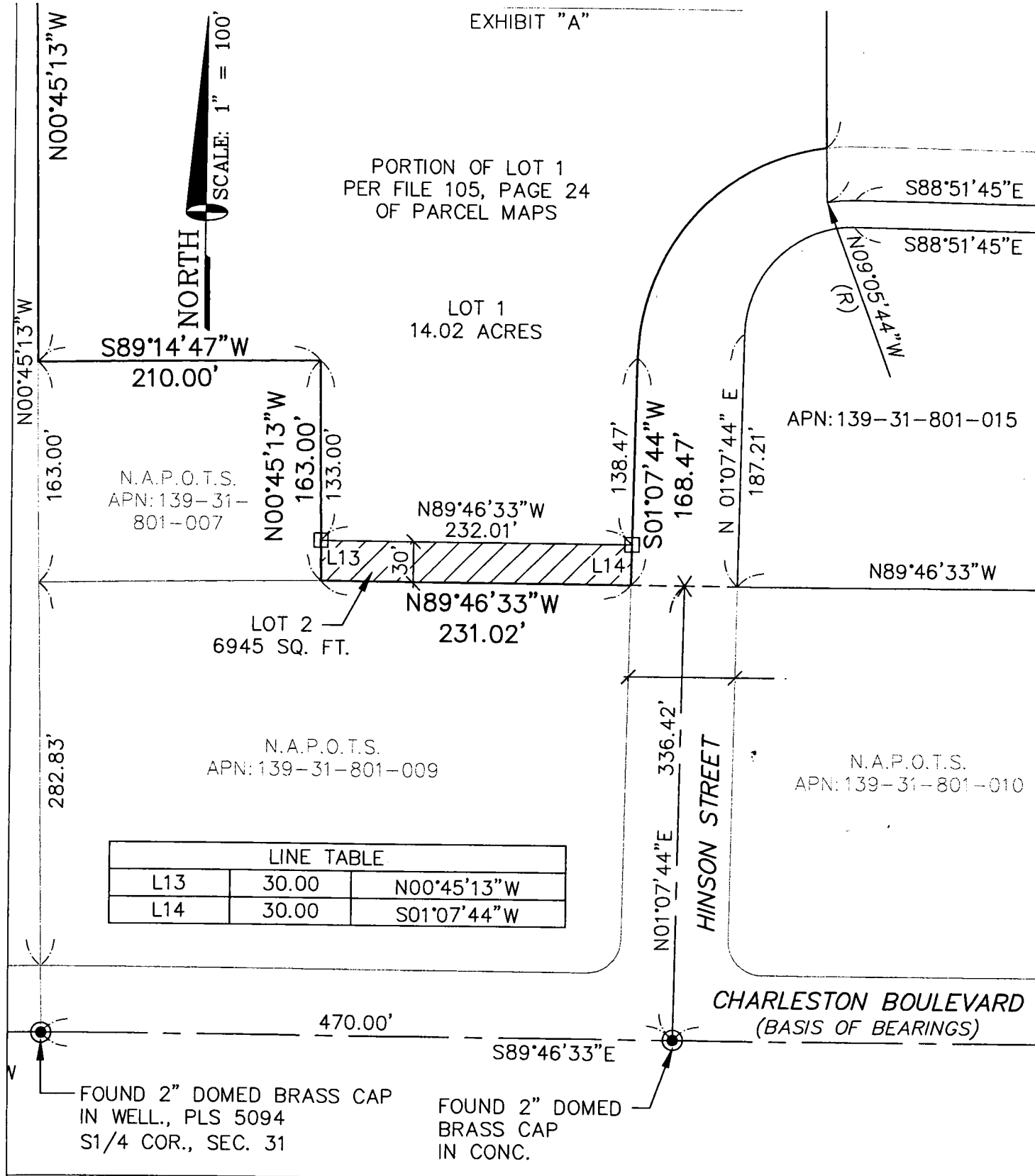
CLV-EX 03-08-06

PAGE 1 OF 2:

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EXHIBIT "A"



I: CIVIL/AZTEC/2020/SURVEY/EXHIBITS/LOT-EX.DWG

DATE: 8-12-03

JOB #: #2020

SCALE: 1" = 100'

SECTION 31,  
TOWNSHIP 20 SOUTH,  
RANGE 61 EAST

**SPECTRUM**  
SURVEYING  
ENGINEERING

7351 W. CHARLESTON BLVD.  
SUITE 120  
LAS VEGAS, NEVADA 89117  
OFFICE: (702) 367-7705  
FAX: (702) 367-8733

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 2003**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action accepting a Quitclaim Deed in favor of the City of Las Vegas from Beazer Homes Holdings Corp., pertaining to a portion of APN 137-12-297-001, located in the vicinity of Alexander Road and Cliff Shadows Parkway - Ward 4 (Brown)

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

Beazer homes has proposed to transfer this remnant piece of land to the City, approximately 150 square feet, which will be left over after construction of the roadway adjacent to their development. The City is accepting their proposal and will add the remnant piece of land to the right-of-way of the adjacent roadway.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. Quitclaim Deed
2. Site Map

**COMMITTEE RECOMMENDATION:**

**COUNCILWOMAN MONCRIEF 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.**

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 2, 2003

Public Works

Item 7 - Discussion and possible action accepting a Quitclaim Deed in favor of the City of Las Vegas from Beazer Homes Holdings Corp., pertaining to a portion of APN 137-12-297-001, located in the vicinity of Alexander Road and Cliff Shadows Parkway - Ward 4 (Brown)

**MINUTES:**

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that this 150-square-foot remnant of land is located within a subdivision already built by Beazer Homes. The developer has requested that the City accept the land and add it to its right-of-way. Staff recommends approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:14 – 3:15)

1-377

**R.P.T.T. exempt pursuant to NRS 375.090(2)**

APN No. Portion of 137-12-297-001

When recorded return to:

Rebecca Fowler  
Beazer Homes Holdings Corp.  
4670 South Fort Apache Road, Suite 200  
Las Vegas, Nevada 89147

**QUIT CLAIM DEED**

For the consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, BEAZER HOMES HOLDINGS CORP., a Delaware corporation ("Grantor"), hereby quit claims, without warranty of any kind, to CITY OF LAS VEGAS, a municipal corporation of the County of Clark, State of Nevada, its successors and assigns, all right, title and interest in the following real property located in Clark County, Nevada:

See Exhibit A attached hereto and made a part hereof,

together with all improvements located thereon and all rights, privileges, easements, tenements, and appurtenances pertaining thereto.

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed this 12 day of August, 2003.

GRANTOR:

BEAZER HOMES HOLDINGS CORP.,  
A Delaware corporation

By: Bryan Schreiber

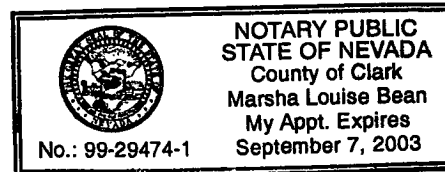
Name: \_\_\_\_\_

Its: Bryan Schreiber

**Division Senior Vice President  
Nevada Division**

APN 137-12-297-001

STATE OF NEVADA       )  
                                  ) ss.  
County of Clark        )



The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 12 day of August, 2003, by Bryan Scheiber, the Division Senior VP of BEAZER HOMES HOLDINGS CORP., a Delaware corporation, on behalf thereof.

Marsha Louise Bean  
Notary Public

My Commission Expires:

Sept. 7, 2003

APN 137-12-297-001

ACCEPTED this 12 day of August, 2003 by:

CITY OF LAS VEGAS,  
a municipal corporation of the  
County of Clark, State of Nevada

By: \_\_\_\_\_  
Name: Oscar B. Goodman  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Barbara Jo Ronemus  
Its: City Clerk

APPROVED AS TO FORM:

Thomas R. Green

Date  
8/14/03

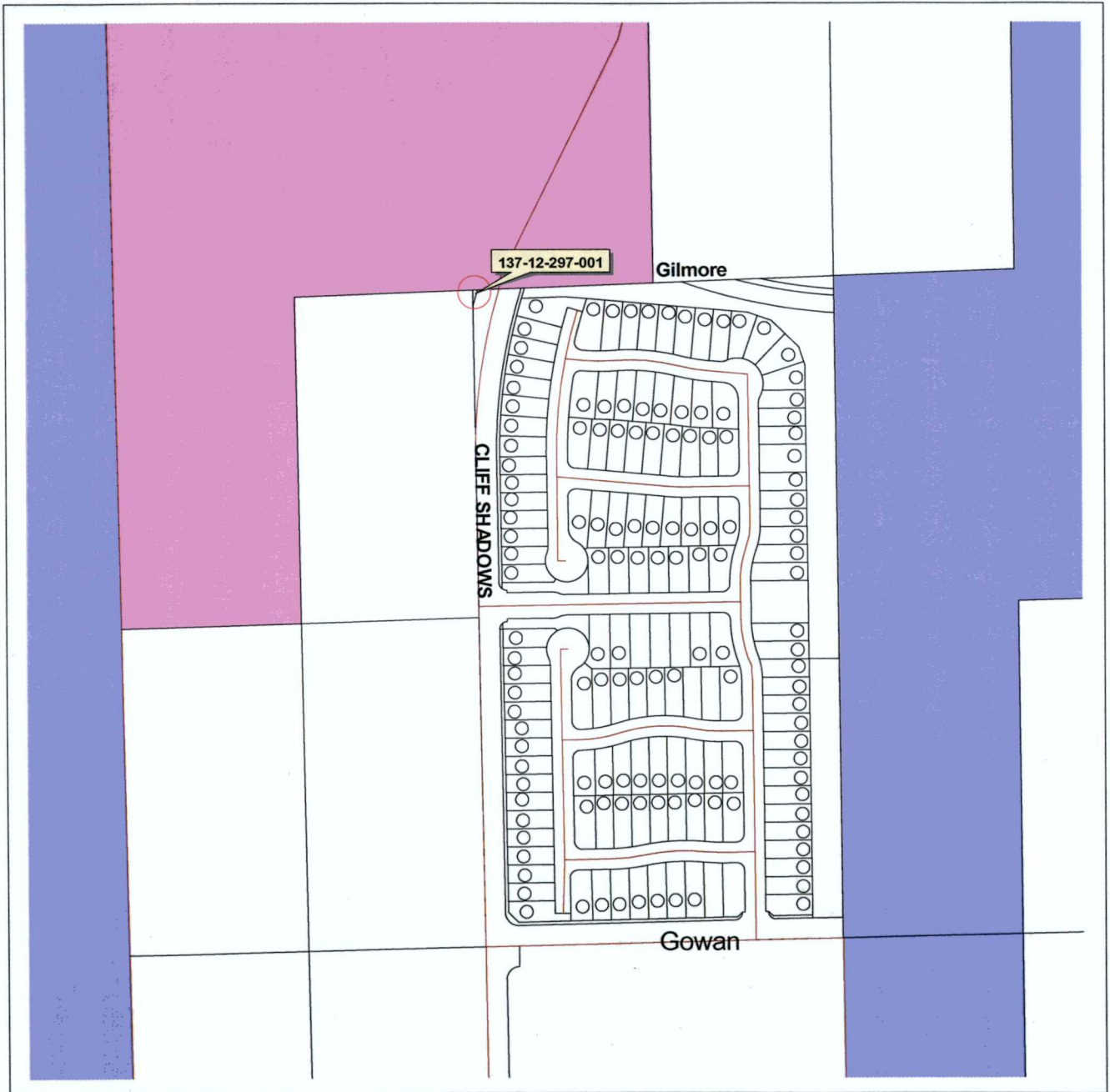
**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

All of that real property located in the County of Clark, State of Nevada, described as follows:

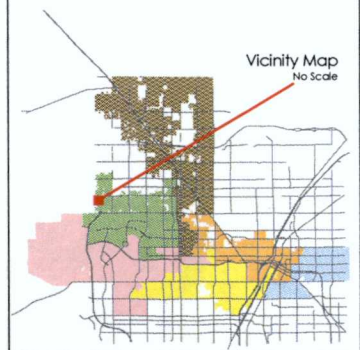
CE LOT 1G, HILLCREST AT LONE MOUNTAIN WEST-UNIT 1, according to the map filed in the Office of the Clark County Recorder, Clark County, Nevada, in Book 100, Page 0097 of Plats.

\*\*\*



# Site Map

-  Street Centerline
-  Building Footprints
- BLM Properties
  -  Leased
  -  Applied
  -  USA
  -  Parcels



Real Estate & Asset Management



Date of Data: 2003/08/13

**REAL ESTATE COMMITTEE AGENDA**  
**REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 2, 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:**


AL GALLEGO, citizen of Las Vegas, suggested that the City have drivers back into the parking spaces within the parking garage. People cannot see when they backup after having pulled in. That is especially important because the garage is very dark. The garage cannot be making money since nobody pays for parking late in the evenings.

(3:15 – 3:16)

1-407

**THE MEETING ADJOURNED AT 3:16 P.M.**

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

September 15, 2003