

City of Las Vegas

**REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
MONDAY, JANUARY 5, 2004
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 to enter into negotiations with The Animal Foundation to amend the current Lease Agreement or to establish a new Lease Agreement for the Animal Shelter Facility located at 655 North Mojave Road - Ward 3 (Reese)
2. Discussion and possible action regarding a License Agreement between the City of Las Vegas and DTR6, L.L.C. for the purpose of assuring the continued clean and orderly appearance of the roads and have the City agree to refrain from imposing parking restrictions along the west side of Bilbray Drive and the south side of Balzar Avenue located next to the Best In The West Shopping Center (\$14,400 first year revenue) - Ward 6 (Mack)
3. Discussion and possible action regarding a Lease Agreement Amendment between the City of Las Vegas and Jude 22 for use of a building located at 320 South 9th Street to operate a Senior Nutrition Center to include the use of a 400 square foot trailer for storage purposes at no additional rental charge - Ward 5 (Weekly)
4. Discussion and possible action to direct and authorize staff to proceed with a Request For Development Proposals for the site at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres owned by Office District Parking I, Inc., APN 139-34-311-095 to -102 and -105 to 110) - Ward 1 (Moncrief)

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:

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

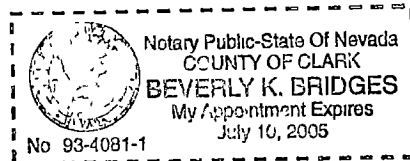
34 ✓

(Mailing required under the provisions of NRS Chapter 241)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **26th** day of **December, 2003**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re. **Real Estate Committee Meeting** to be held on the **5th** day of **January, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

City Clerk
DEPARTMENT

8th day of January, 2003
Brenda K. Sullivan
 NOTARY PUBLIC in and for said County



Vicky Darling and Eva Cotton, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **26th** day of **December, 2003** at the hour of **2:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **5th** day of **January, 2004**, Las Vegas, Nevada, to be posted on Public Bulletin Boards at the following locations:

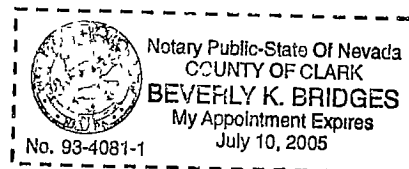
- ① Las Vegas Library, 833 Las Vegas Blvd.
- ② Senior Citizens Center, 450 E. Bonanza Road
- ③ Clark County Government Center, 500 S. Grand Central Parkway
4. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
- 5 City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court)

Vicky Darling *[Signature]*
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

8th day of January, 2004
Bruce A. Brulgru
 NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: JANUARY 5, 2004

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

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

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

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

City Hall Plaza, Posting Board

Court Clerk's Bulletin Board, City Hall

Las Vegas Library, 833 Las Vegas Boulevard North

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Pkwy

(3:05)

1-1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action to enter into negotiations with The Animal Foundation to amend the current Lease Agreement or to establish a new Lease Agreement for the Animal Shelter Facility located at 655 North Mojave Road - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Public Works/Real Estate & Assets received a letter from The Animal Foundation dated 11/11/03. The Foundation stated that their architectural firm has completed a design plan depicting expansion of The Foundation and incorporating other design aspects including canine bungalows, an adoption center, a barn, an obedience & show center & a veterinary technician training facility. CLV is in the process of recording a new parcel map to consolidate the land subject to the existing lease.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. 11/11/03 letter

2. Site map

Submitted at meeting – additional site map

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JANUARY 5, 2004

Public Works

Item 1 - Discussion and possible action to enter into negotiations with The Animal Foundation to amend the current Lease Agreement or to establish a new Lease Agreement for the Animal Shelter Facility located at 655 North Mojave Road

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that the City and County recently entered into an Interlocal agreement to establish a regional animal facility. Future plans are that Clark County will relocate to the existing City facility at Mojave. The relocation will require an expansion to the building and adding a veterinary facility, small hospital and some condominium-type animal housing. MR. ROARK submitted a new map demonstrating the reparceling of the land and the parcels currently in escrow. When the new parcel map is complete, the parcels will become one 4.7-acre parcel. Staff recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05 – 3:08)

LIED ANIMAL SHELTER



BOARD OF DIRECTORS

RUTH AULTMAN
DAVID CHESNOFF
KELLEEN COTA
DOUG CROSBY, ESQ.
BILL EDWARDS
ROB GOLDSTEIN
JANE GREENSPUN GALE
JOY JONES
TOM KAPLAN
MARILYN LARSON
VIVICA MARSHALL
DIANE ORGILL
MAUREEN PECKMAN
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DEBORAH STOUT
SANDRA TIFFANY

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DIANE ORGILL, VICE PRESIDENT
LIZ SEDENO, SECRETARY
DEBORAH STOUT, TREASURER

ADVISORY BOARD

KARLA AND PETER BOYNTON
LANCE BURTON
SENATOR JOHN ENSIGN
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MEL LARSON
JUDGE JACK LEHMAN
MAYOR RON LURIE
KAREN MCGALIS
CAROL AND GARY PRIMM
MARY LOUISE SLOAN
MIKE SLOAN
SIG ROGICH
THOMAS J. SCHOEMAN
TERRY SHONKWILER
SUSAN WALTERS
MARLENE WHEELER

November 11, 2003

Mr. David Roark, Manager
Public Works Real Estate & Asset Management
City of Las Vegas
400 Stewart Avenue, Fourth Floor
Las Vegas, NV 89101

Re: The Animal Foundation Ground Lease

Dear Mr. Roark:

On behalf of The Animal Foundation (the "Foundation"), please accept this letter as the formal request for the preparation of a ground lease for the property at 655 N. Mojave as contemplated by the current design plan submitted by the architectural firm of Tate Snyder Kimsey, to enable the Foundation to expand the existing shelter and to construct a number of canine bungalows, an adoption center, a barn, an obedience and show center and a veterinary technician training facility. I understand that it is your preference to have the City Surveyor record a new parcel map that would consolidate the land subject to our existing lease with the additional land into one newly described parcel and to prepare a new superseding lease to encompass the newly created single parcel. The Foundation is also in favor of that action.

I would appreciate your considering Douglas Crosby, a member of the Foundation's board of directors, as your primary contact for negotiating and reviewing drafts of the proposed lease. Mr. Crosby can be reached by telephone at 702-496-3847, by Email at <dcrosby@earthlink.net> and mail at 3747 Rick Stratton Drive, Las Vegas, NV 89120.

The Foundation thanks you for your interest and efforts in assisting us in creating what will truly be a showcase for the sheltering and treatment of animals as well as environmentally advanced architecture and construction.

Sincerely yours,

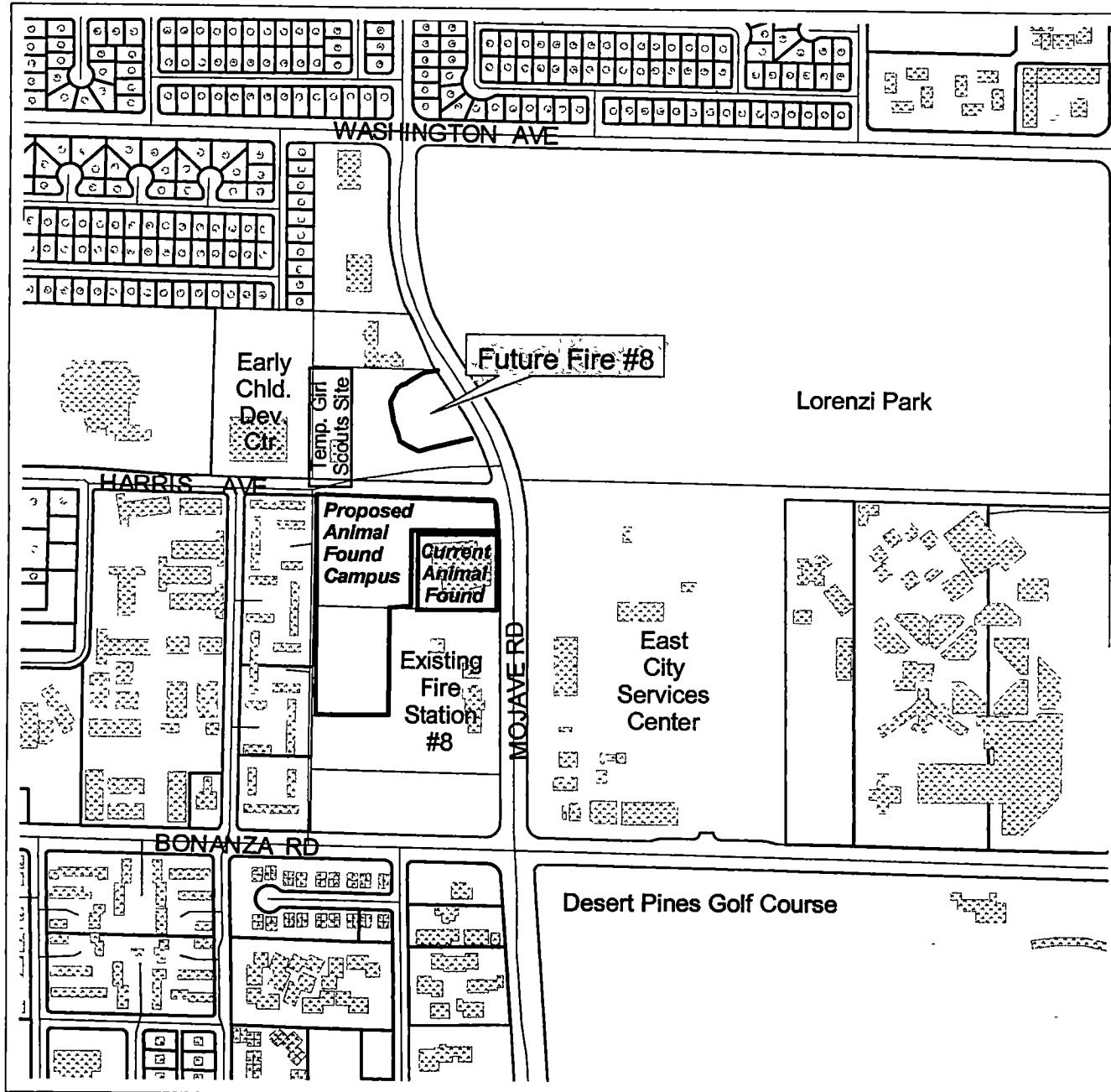

Jane Greenspun-Gale
Chairperson of the Board of Directors

CC: Diane Orgill, Vice President
Douglas Crosby
Randy Spitzmesser

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

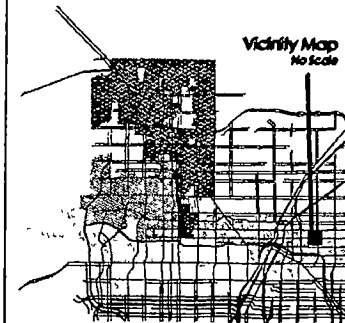
2003 NOV 13 A 6:49





Site Map

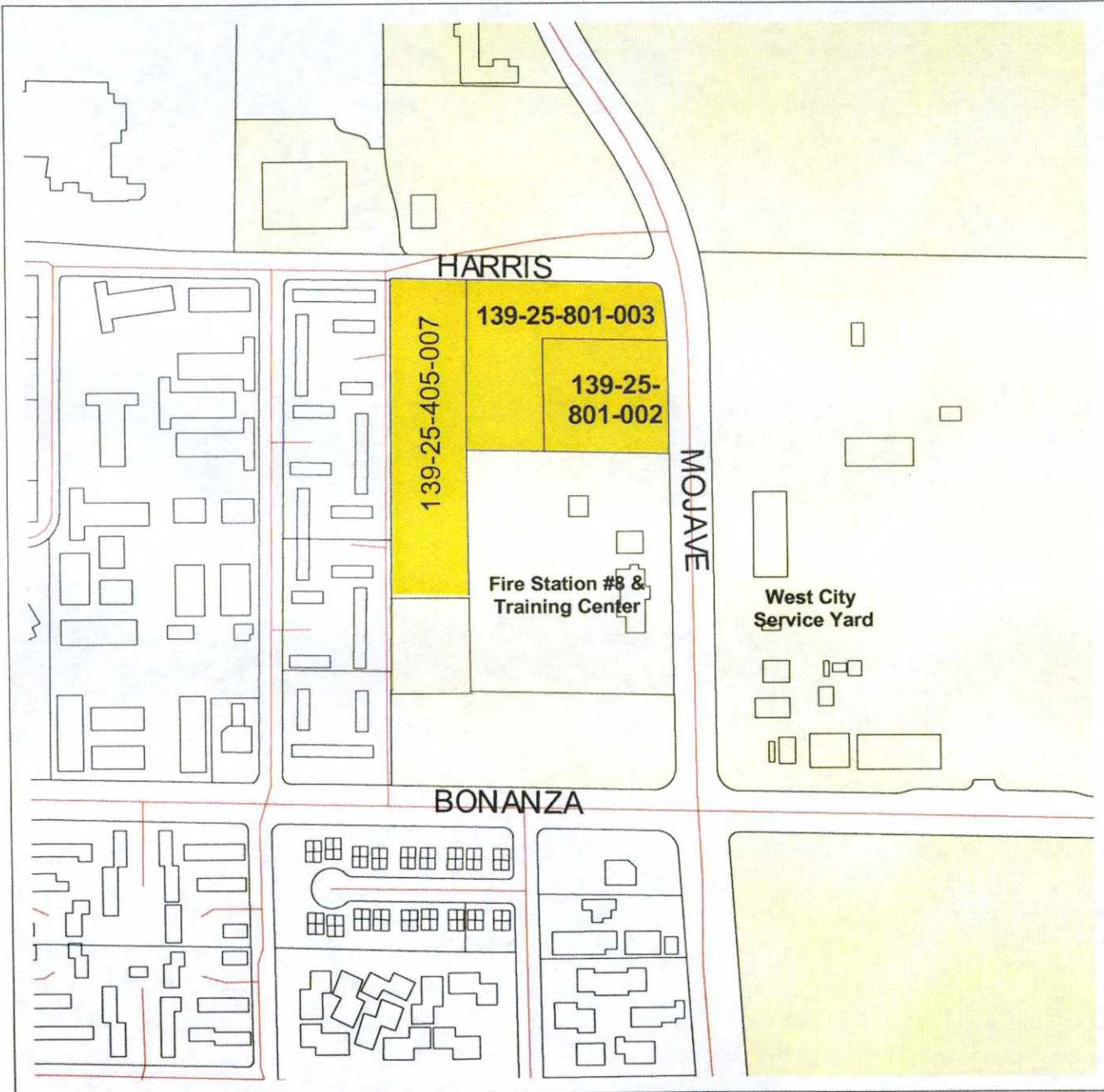
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management

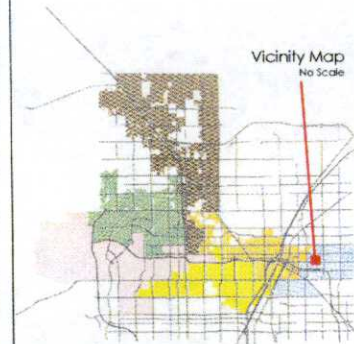


Date of Data: 2002/2/07



Site Map

-  Regional Animal Shelter
-  Street Centerline
-  Building Footprints
-  City of Las Vegas 1.shp
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/07/2

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: JANUARY 5, 2004**

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 License Agreement between the City of Las Vegas and DTR6, L.L.C. for the purpose of assuring the continued clean and orderly appearance of the roads and have the City agree to refrain from imposing parking restrictions along the west side of Bilbray Drive and the south side of Balzar Avenue located next to the Best In The West Shopping Center (\$14,400 first year revenue) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount:** \$14,400 1st yr. revenue☐**Budget Funds Available****Dept./Division:** Public Works/Real Estate☐**Augmentation Required****Funding Source:** Real Estate/Misc. Rentals**PURPOSE/BACKGROUND:**

CLV owns the public R-O-W commonly known as James Bilbray Dr & Balzar Ave. DTR6 desires to add tenants to the Shopping Center, which may increase parking & pedestrian traffic. DTR6 has an interest in obtaining a license agreement stating CLV will not impose any additional parking restrictions along the westside of Bilbray Dr & the S. side of Balzar Ave than is currently enforced. In exchange for the license, DTR6 will pay CLV \$14,400 the 1st yr (with a 3% increase each year thereafter). DTR6 will be responsible for providing liability ins, painting curbs & keeping the sidewalks clean & orderly.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

License Agreement

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JANUARY 5, 2004

Public Works

Item 2 - Discussion and possible action regarding a License Agreement between the City of Las Vegas and DTR6, L.L.C. for the purpose of assuring the continued clean and orderly appearance of the roads and have the City agree to refrain from imposing parking restrictions along the west side of Bilbray Drive and the south side of Balzar Avenue located next to the Best In The West Shopping Center (\$14,400 first year revenue)

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, explained that this licensing agreement with the owner of the shopping center would involve the roadways along the back of the shopping center. The agreement guarantees the City will not install parking meters during a certain period of time. During the lifetime of the agreement, the payments will start at \$14,400 per year and increase a minimum of 3% each year. The shopping center will be responsible for striping, cleaning of the roadways and sidewalk maintenance. Staff recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:08 – 3:09)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of _____, 2003, between DTR6, L.L.C., an Arizona limited liability company qualified to conduct business in the State of Nevada ("DTR6"), and the City of Las Vegas, a municipal corporation of the State of Nevada ("City").

R E C I T A L S:

A. DTR6 owns the property located at the Northeast corner of Lake Mead Boulevard and Rainbow Boulevard, Las Vegas, Nevada, commonly known as the "Best In The West Shopping Center" ("Shopping Center"), and more particularly described in attached Exhibit "A" (the "Property").

B. The City owns the public right-of-ways that are commonly known as James Bilbray Drive ("Bilbray") and Balzar Avenue and more particularly described in attached Exhibit "B" (collectively, the "Roads").

C. The City authorized DTR6's predecessor, Best West Limited Partnership ("Best West") to erect a gate (the "Gate") between the Property and Bilbray as depicted in attached Exhibit "C".

D. DTR6 desires to add tenants to the Shopping Center thereby benefitting the City by bringing additional businesses to the City, increasing tax revenues, and creating more employment opportunities within the City.

E. Adding tenants to the Shopping Center and erecting the Gate may result in increased parking on the Roads and increased pedestrian traffic between the Property and the Roads, and DTR6 has an interest in obtaining a license to enter the Roads for the purpose of assuring the continued clean and orderly appearance of the Roads. Further, there are approximately 120 parking spaces located along the West side of Bilbray and South side of Balzar Avenue (the "Parking Spaces") and DTR6 desires that the City agree to refrain from imposing any parking restrictions on the Parking Spaces.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE: The City hereby grants to DTR6 a license to enter the Roads in the manner provided for herein for a term of ten (10) years commencing as of the date first written above ("Initial Term"). DTR6, at its sole discretion, shall have the option to extend the Initial Term of this Agreement for an additional ten (10) year period ("Extended Term") upon the same terms and conditions as set forth in this Agreement. DTR6 may exercise such option by delivering written notice thereof to the City 60 Days prior to the expiration of the Initial Term.

2. NATURE OF LICENSE: This Agreement shall not be deemed to transfer any real property interest of the City in and to the Roads.

3. ENTRY: DTR6 shall have the right (but not the obligation) to enter the Roads for the purpose of assuring the continued clean and orderly appearance of the Roads and shall, at its sole cost and expense, furnish all labor, equipment, and materials for said purpose. DTR6's right to enter the Roads shall be limited to striping the Roads, painting curbs adjacent to the Roads where required, and keeping the Roads and sidewalks adjacent to the Roads clean and orderly. DTR6's right to assure the continued clean and orderly appearance of the Roads shall not include any duty or obligation to resurface, repave, seal, or in any manner maintain or repair the structural integrity of the Roads. DTR6 assumes no liability for the Roads due to the license afforded by this Agreement nor does the City expect DTR6 to assume any liability nor afford any insurance for liability which would have existed in the absence of this Agreement. All actions DTR6 elects to perform as stated herein shall be done to the satisfaction of the City, in compliance with all applicable codes, ordinances, rules, regulations and standards of the City, and all applicable laws, statutes rules and regulations of the State of Nevada and the United States, and in such a manner as to pose no risk of danger to persons or property.

4. PARKING RESTRICTIONS: The City hereby agrees to allow curbside parking along the West side of Bilbray and South side of Balzar and shall not impose any parking meters, parking restrictions or limitations on the Parking Spaces of any kind during the Initial Term or the Extended Term. Notwithstanding the foregoing, the City may impose parking restrictions and limitations on the Parking Spaces upon obtaining the prior written consent of DTR6 which consent of DTR6 shall be given or withheld in its sole and absolute discretion.

5. INSURANCE:

(A) DTR6 further agrees to secure and maintain, at a minimum and at its sole cost and expense, the following liability insurance coverages with respect to DTR6's license to enter the Roads, which coverages shall be maintained throughout the existence of this Agreement:

1. Personal injury liability for injury or death to one person: \$1,000,000.00;
2. Personal injury liability for injury or death to any number of persons with respect to one occurrence: \$2,000,000.00;
3. Property damage liability per occurrence: \$1,000,000.00.

The City shall be named as an additional party insured under all of the liability coverages that are obtained in accordance with this Agreement. The liability coverage afforded the City by the additional insured endorsement shall only protect the City for liability due to DTR6's sole negligence. The coverages that are required herein must be written by a company which is approved to do business in the State of Nevada, and each policy with respect thereto shall provide that such coverages may not be canceled or materially altered without providing the City with thirty (30) calendar days' prior written notice of such cancellation or ten (10) days for non payment of premium.

(B) Within thirty (30) calendar days after the execution of this Agreement and as a precondition to this Agreement continuing in force and effect, DTR6 shall submit to the City a certificate of insurance which evidences the required coverages. Such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer that would exist if separate policies had been written for each the City and DTR6.

(C) If any of the insurance coverages that are required herein are canceled, terminated, reduced or restricted, and DTR6 fails to obtain equivalent replacement coverage before such cancellation, termination, reduction or restriction becomes effective, the City may obtain the required insurance at the expense of DTR6.

6. FEES: On a monthly basis, DTR6 shall pay the City a fee of \$10.00 per month for each Parking Space (the "Fee"). During the Extended Term, the Fee will increase by three percent (3%) each year.

7. DEFAULT AND RIGHT TO CURE: The failure of DTR6 to comply with the provisions of this Agreement shall be deemed a "Default" under this Agreement. If DTR6 fails to cure the Default within 30 days after receipt of a written notice of default from the City, the City may take any action reasonably necessary to cure the Default and bill DTR6 for the reasonable costs associated with curing said Default; provided, however, that if the Default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such Default shall be deemed to be rectified or cured if DTR6 shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence. Notwithstanding the foregoing, if the Default relates to DTR6's failure to pay the Fee, the City's sole remedy shall be the cancellation of this Agreement.

8. NOTICES: All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressee, on the date of such receipt, or (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Notices shall be sent or delivered to the parties and addresses listed below:

TO THE CITY:

City of Las Vegas Real Estate & Asset Mgmt.
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attn.: David Roark, Manager
Phone: 702-229-1021
Fax: 702-384-0527

TO DTR6:

8900 E. Pinnacle Peak Road, Suite 200
Scottsdale, Arizona 85255
Attn.: Gary L. Jones, Esq.
Phone: 480-563-5247
Fax: 480-585-7803

WITH A COPY TO:

City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

David E. Shein, Esq.
8777 N. Gainey Center Drive, Suite 191
Scottsdale, Arizona 85258

9. PARAGRAPH HEADINGS: The paragraph headings, which appear herein, are for convenience and reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

10. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and when attached to the other signature pages of this Agreement shall constitute one and the same original.

11. ATTORNEYS' FEES: The prevailing party to any litigation or other proceedings arising out of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees from the other party.

12. GOVERNING LAW: This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Nevada.

13. DISCLOSURE OF PRINCIPLES: Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, DTR6 warrants that it has disclosed on the form attached as Exhibit "D", all principals and owners of DTR6, as well as all persons and entities holding more than a one percent (1%) interest in DTR6, or any principal of DTR6. Throughout the term of this Agreement, DTR6 shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

14. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

15. ASSIGNMENT: This Agreement may be assigned by DTR6 (or its successor or assign) in connection with a sale of the Shopping Center.

16. MODIFICATIONS OR AMENDMENTS: This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this Agreement by the City of Las Vegas City Council and after it has been fully executed by signature of all parties, DTR6 designates the Manager of the Real Estate & Asset Management Division of the City of Las Vegas in conjunction with the City Clerk of the City of Las Vegas who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term and extended term of this Agreement such as amendments, filing and recording of appropriate document with the Clark County Records Office or the Clark County Tax Assessors Office, and recordings and filing with the City Clerk's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DTR6

DTR6, L.L.C., an Arizona limited
liability company, qualified to conduct
business in the State of Nevada

By: _____
Name: _____
Its: _____

CITY OF LAS VEGAS

By: _____
Name: OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

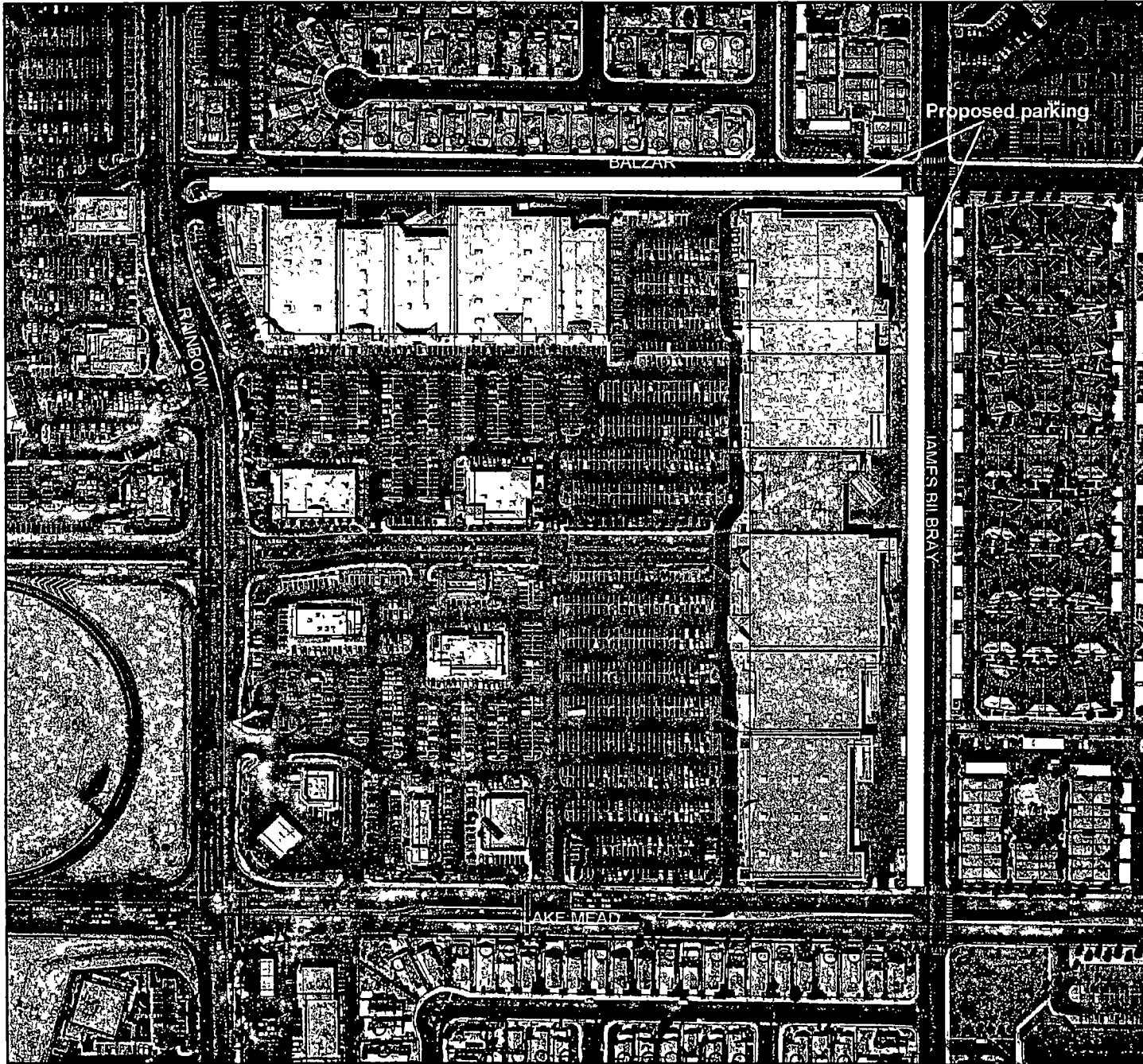
APPROVED AS TO FORM:

 12-15-03
City Attorney Date

EXHIBIT "A"
DESCRIPTION OF PROPERTY

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

LOT ONE (1) OF BEST IN THE WEST, (A COMMERCIAL SUBDIVISION) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 72 OF PLATS, PAGE 73, DOCUMENT NO. 01162 IN BOOK NO. 960319 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.



Aerial

Real Estate & Asset Mgmt



11/18/2003

EXHIBIT "C"
DESCRIPTION OF GATE

There is a wrought iron gate that faces James Bilbray Drive. This gate allows entry onto the Best in the West Shopping Center property and direct access to the office space. The gate is accessed via a handicap ramp. Please see attached photograph for more detail.

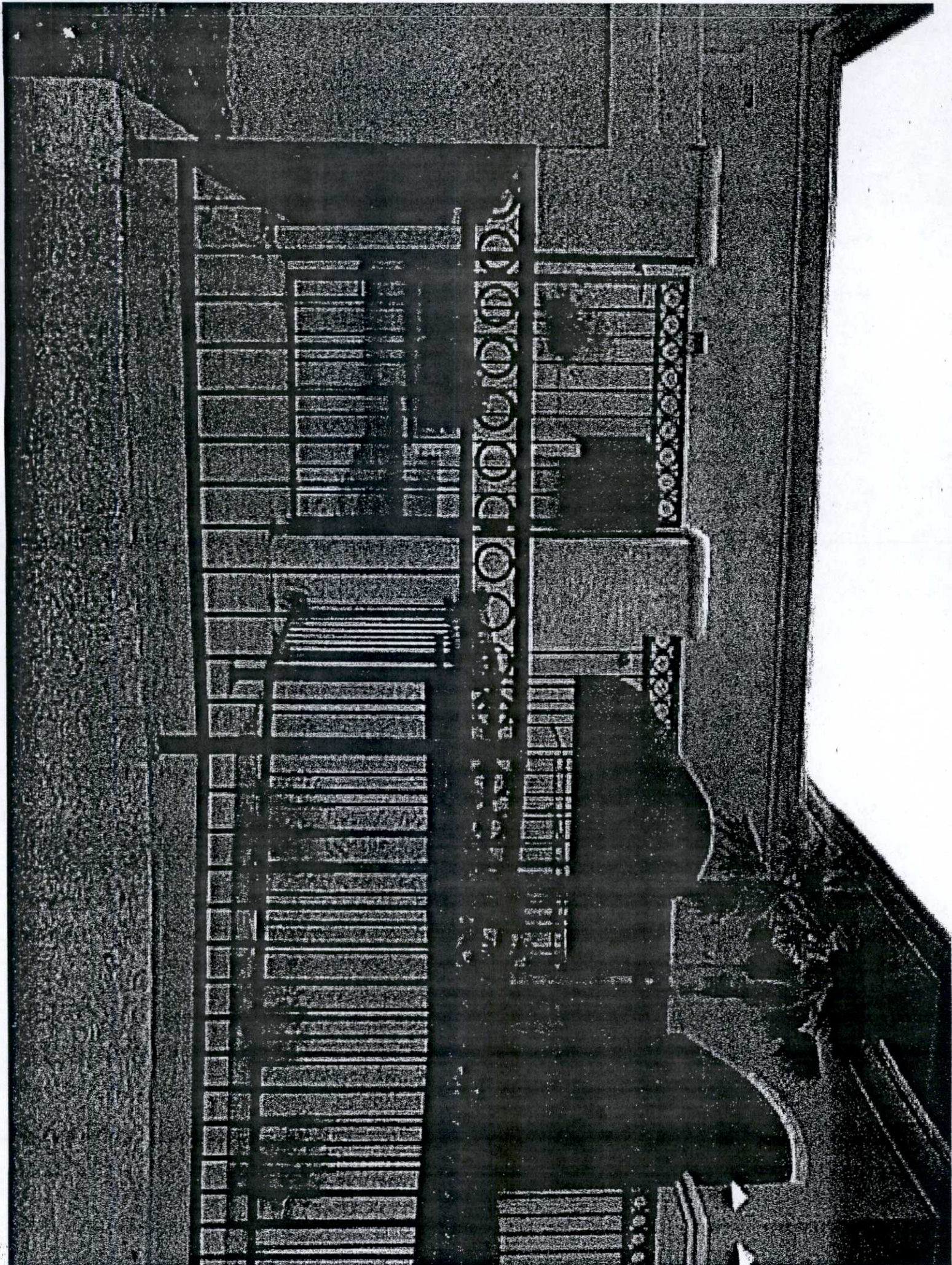


EXHIBIT "D"
DISCLOSURE OF PRINCIPLES

**DTR6-MGR, L.L.C., an Arizona
limited liability company**

8900 E. Pinnacle Peak Road, Suite 200
Scottsdale, Arizona 85255

Attn.: Gary L. Jones, Esq.

Phone: 480-563-5247

Fax: 480-585-7803

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

Block 1	Contracting Entity (Name)	Block 2	Description
DTR6, L.L.C.		Subject Matter of Contract Agreement Parking License Agreement James Bilbray Drive/Balzar Ave.	
Name			
8900 East Pinnacle Peak Rd. Ste. E-200			
Address			
Scottsdale, AZ 85255			
EIN or Social Security # 753121 -148			

Block 3	Type of Business
☒ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	DTR6-MGR, L.L.C.	8900 E. Pinnacle Peak Rd. Ste. E-200, Scottsdale AZ	480-563-5247
2.		85255	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document

N/A

Date of Attached Document

Number of Pages

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

Lisa M. Lopez
Name

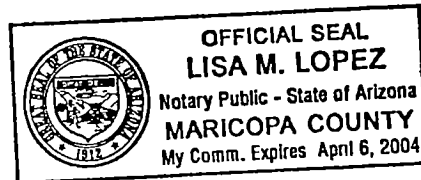
12-02-03

DATE

Subscribed and sworn to before me this 2nd
day of

DECEMBER, 2003.

Lisa M. Lopez
Notary Public



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 5, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ-ACTING ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Lease Agreement Amendment between the City of Las Vegas and Jude 22 for use of a building located at 320 South 9th Street to operate a Senior Nutrition Center to include the use of a 400 square foot trailer for storage purposes at no additional rental charge - Ward 5 (Weekly)

Fiscal Impact

☒	No Impact	Amount:
☐	Budget Funds Available	Dept./Division:
☐	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Currently, Jude 22 leases a building located at 320 S 9th Street to operate a Senior Nutrition Center and has requested the use of a 400 square foot trailer to store food items to allow more operating space within the building.

RECOMMENDATION:

Staff recommends approval and authorization of the Mayor to execute the Agreement with Jude 22.

BACKUP DOCUMENTATION:

First Amendment to Lease Agreement

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

SUE PRESCOTT, Neighborhood Services, indicated that the amendment would allow Jude 22 to use the trailer placed on the property by the City for storage. Staff recommended approval.

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

REAL ESTATE COMMITTEE MEETING OF JANUARY 5, 2004

Neighborhood Services

Item 3 - Discussion and possible action regarding a Lease Agreement Amendment between the City of Las Vegas and Jude 22 for use of a building located at 320 South 9th Street to operate a Senior Nutrition Center to include the use of a 400 square foot trailer for storage purposes at no additional rental charge

MINUTES – Continued:

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09 – 3:10)

1-127

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 4th day of December, 2003, 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. 9th Street through its Community Development Block Grant Program (hereinafter "CDBG"), during the City Council session of April 5, 2000.

WHEREAS, Lessor and Lessee entered into a Lease Agreement to lease 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 September 3, 2003.

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 First Amendment to Lease Agreement.

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

1. ONE. LEASE OF PREMISES.

Article One, Lease of Premises of the Lease Agreement is hereby deleted and the following is inserted in its place:

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. 9th 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

Jude 22
LB

the Premises to be used for any other purpose. The Premises is depicted by map in Exhibit A. In addition, the Lessor hereby leases to the Lessee and the Lessee hereby leases from Lessor 400 square feet of a modular trailer located at 320 S. 9th Street for storage purposes and shall not permit the trailer to be used for any other purpose. The Trailer location is depicted by map in Exhibit E.

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

2. Except as hereinabove set forth, all other provisions of the Lease Agreement which are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the 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

JUDE 22

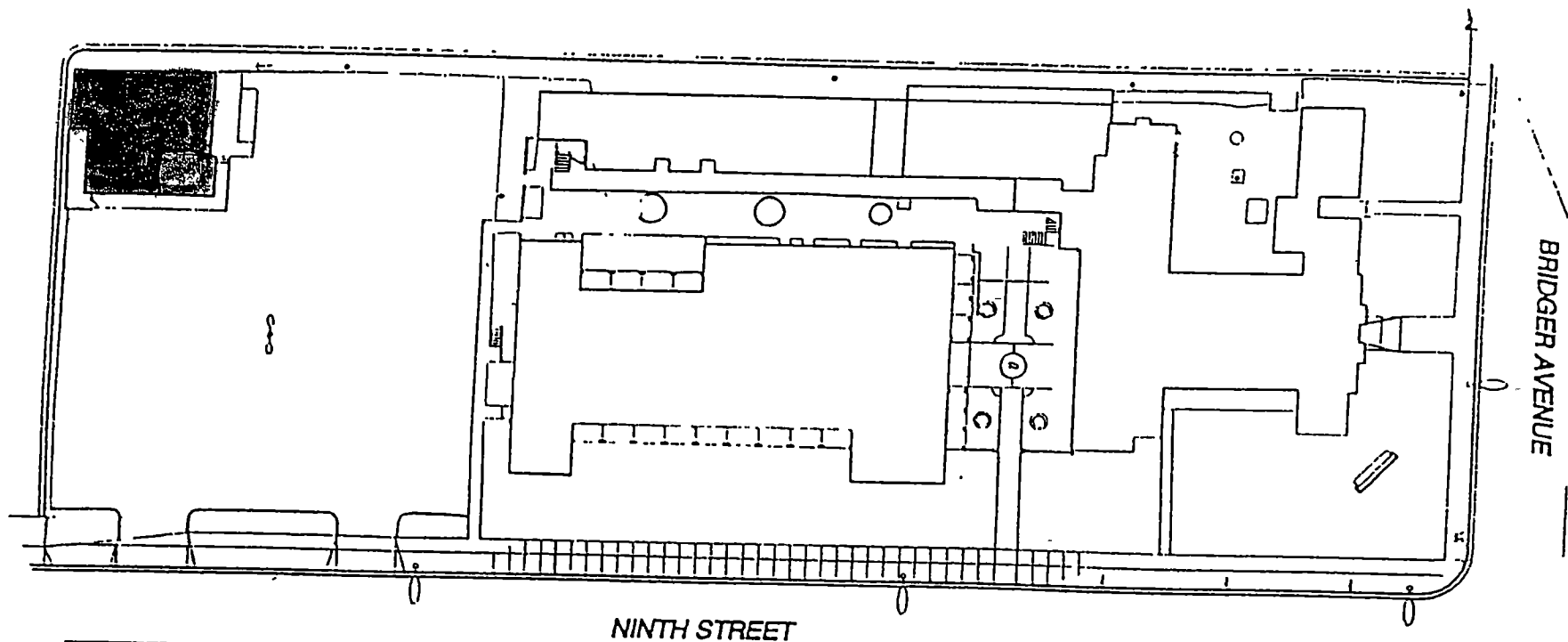
"Lessee"

APPROVED AS TO FORM:

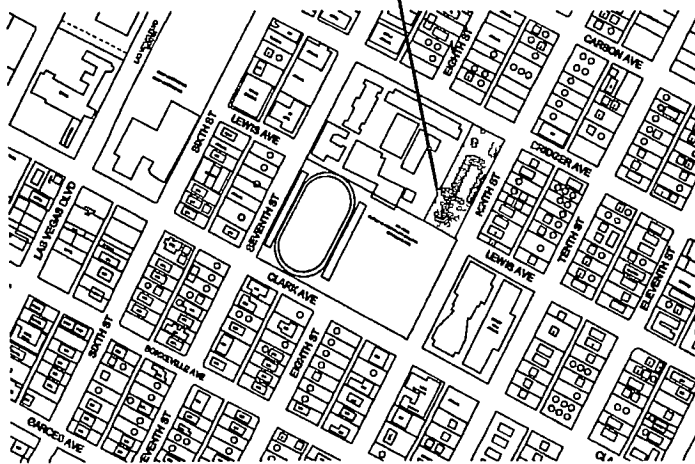
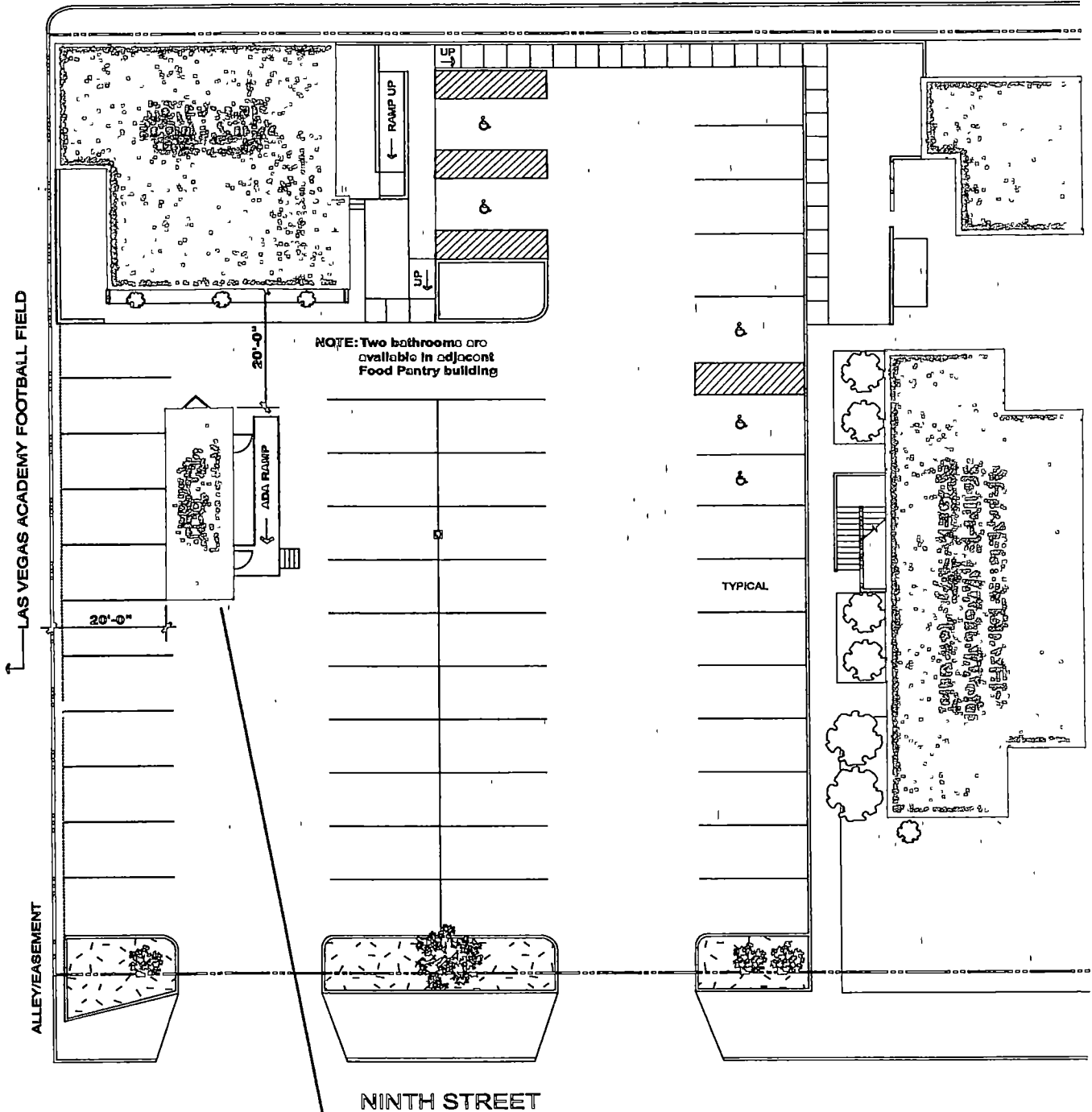
J. Ronemus 10/27/03
DEPUTY CITY ATTORNEY DATE

By: Patricia Barrios
Patricia Barrios
Director

EXHIBIT A

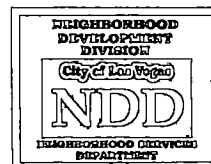


LEGEND: Blue represents office
space occupied by Jude 22

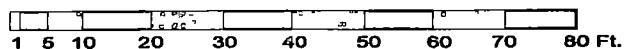


CITY OF LAS VEGAS DOWNTOWN SENIOR SERVICES CENTER

SITE PLAN
FOR INSTALLATION
OF TEMPORARY MODULAR
UNIT IN PARKING LOT



FR/3Feb03/Ilum/CLVMapa/SeniorServicesCtr/Modular.d



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 5, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY, ACTING

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action to direct and authorize staff to proceed with a Request For Development Proposals for the site at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres owned by Office District Parking I, Inc , APN 139-34-311-095 to -102 and -105 to 110) - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Office District Parking I, Inc., a wholly owned subsidiary of the City, is considering whether to proceed with a Request For Development Proposals (RFP) for the site at 3rd Street and Bonneville Avenue. The RFP would expressly seek development proposals for the site that further the development goals and objectives set forth in the Las Vegas Downtown Centennial Plan. Priority will be given to urban density residential proposals from financially strong developers.

RECOMMENDATION:

Review and provide staff with direction and authorization to proceed.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Site map

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.

REAL ESTATE COMMITTEE MEETING OF JANUARY 5, 2004

Business Development

Item 4 - Discussion and possible action to direct and authorize staff to proceed with a Request For Development Proposals for the site at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres owned by Office District Parking I, Inc., APN 139-34-311-095 to -102 and -105 to 110)

MINUTES – Continued:

IAIN VASEY, Office of Business Development, stated that the 2.3 acres between Third and Fourth Streets were assembled over the last few years. Staff is seeking authorization to proceed with a request for proposal (RFP) for developers. The target will be urban density residential development with a focus to recover cost of assembling the land, approximately \$3.8 million. If approved, the RFP would open the end of January and close by March 31. Staff would hope to bring a development agreement before Council in June.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:10 – 3:11)

1-146

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: JANUARY 5, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO PROCEED WITH A REQUEST FOR DEVELOPMENT PROPOSALS FOR THE SITE AT 3RD STREET AND BONNEVILLE AVENUE

1. Office District Parking I, Inc. (ODP) is a wholly owned subsidiary of the City and was formed as a holding company for the site at the southeast corner of 3rd Street and Bonneville Avenue comprised of approximately 2.38 acres.

2. As set forth in the Las Vegas Downtown Centennial Plan, the development goals and objectives for the Office Core District are to encourage: 1) New class A professional office developments; 2) Residential and mixed-use developments; 3) Restaurants and cafes; and, 4) A rich variety of retail and commercial storefronts.

3. ODP is requesting Council authorization to proceed with a Request for Development Proposals (RFP) for the site at 3rd Street and Bonneville Avenue. The RFP would be focused toward soliciting development proposals that further the development goals and objectives of the Centennial Plan, with priority being given to projects that include market rate, urban density residential uses. Mixed-use projects with a sizeable residential portion would also be given consideration.

4. In addition, the RFP would emphasize the desire of ODP to recover the costs of assembling the site. The RFP would specify that \$3.8 million (\$36.65 per square foot) is the minimum acceptable offer price for the site and that a cash closing is preferred. Accordingly, each prospective developer's offering price and terms for acquisition will be considered in ranking the proposals. Accordingly, proposals containing higher offering prices and terms favoring ODP will be given preference in the ranking of the proposals.

5. The developer selection process will involve a review and ranking by a review committee of the submitted proposals on behalf of ODP. Submitted proposals will be ranked based upon the following factors: a. Developer's financial capability; b. Developer's experience; c. Strength of development concept; d. Neighborhood compatibility; and, e. Development economics (including offering price and terms)

6. Following the ranking of proposals, one or more of the best-qualified developers will be short-listed and a recommendation or recommendations from among the short-listed candidates would be presented to Council for consideration.

7. Lastly, in order to generate the highest number of quality proposal responses, the RFP would be marketed through the following national and local publications: a. UrbanLand (published by ULI-the Urban Land Institute); b. Commercial Property News; and, c. Las Vegas Review-Journal.

Subject Parcels

CASINO CENTER BLVD

Subject

BONNEVILLE AVE

FOURTH ST

GARCES AVE

THIRD ST



Site Map

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: JANUARY 5, 2004

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

MINUTES:

None.

(3:11)

1-186

THE MEETING ADJOURNED AT 3:11 P.M.

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

January 22, 2004