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, MARCH 1, 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 authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes on land currently under lease from the Bureau of Land Management to the Nevada Division of State Parks and State Lands for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive ($100 - Real Estate and Asset Management - Rental of Land) - Ward 6 (Mack)

2 Discussion and possible action regarding First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive ($63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

3 Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - 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
Clark County Government Center, 500 S Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

34

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **24th** day of **February, 2004**, 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 **1st** day of **March, 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.

Paula Clark

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

24th day of February 2004

Vicky Darling
NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
VICKY DARLING
My Appointment Expires
May 22, 2006
No. 94-0080-1

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton and Jo Ann Williams, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **24th** day of **February, 2004** at the hour of **3:00 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 **1st** day of **March, 2004,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 S. Grand Central Parkway

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

24th day of February, 2004

Vicky Darling
NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
VICKY DARLING
My Appointment Expires
May 22, 2006
No. 94-0086-1

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA

REAL ESTATE COMMITTEE MEETING OF: MARCH 1, 2004

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

MINUTES:
PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER BETSY FRETWELL, 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, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

(3:03 – 3:04)

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 1, 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 authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes on land currently under lease from the Bureau of Land Management to the Nevada Division of State Parks and State Lands for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive ($100 - Real Estate and Asset Management - Rental of Land) - Ward 6 (Mack)

Fiscal Impact

☐	**No Impact**	**Amount:** $100
☒	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
☐	**Augmentation Required**	**Funding Source:** Real Estate/Rental of Land

PURPOSE/BACKGROUND:

On 12/17/03, Council approved staff to enter into discussions and possible negotiations with the State of Nevada regarding Floyd Lamb State Park, including relinquishing their current lease with the Bureau of Land Management on 1,060 acres of land in favor of the City of Las Vegas. Staff is requesting to apply for a Recreation and Public Purposes lease to be in second position for this land behind the State of Nevada without further obligation of the City.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

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.

DEPUTY CITY MANAGER FRETWELL reported that this item involves land surrounding Floyd Lamb State Park and is currently under state lease. This land lease application to BLM would put the City in second position, should the State relinquish the R&PP lease. It is really a

REAL ESTATE COMMITTEE MEETING OF MARCH 1, 2004
Public Works
Item 1 – Discussion and possible action to authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes on land currently under lease from the Bureau of Land Management to the Nevada Division of State Parks and State Lands for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive ($100 - Real Estate and Asset Management - Rental of Land) – Ward 6 (Mack)

MINUTES – Continued:
backup plan for the City, as it pursues further discussions regarding Floyd Lamb State Park. DAVID ROARK, Manager, Real Estate and Asset Management Division, interjected that it is necessary for the City to be in this position regardless of its acquisition of Floyd Lamb State Park.

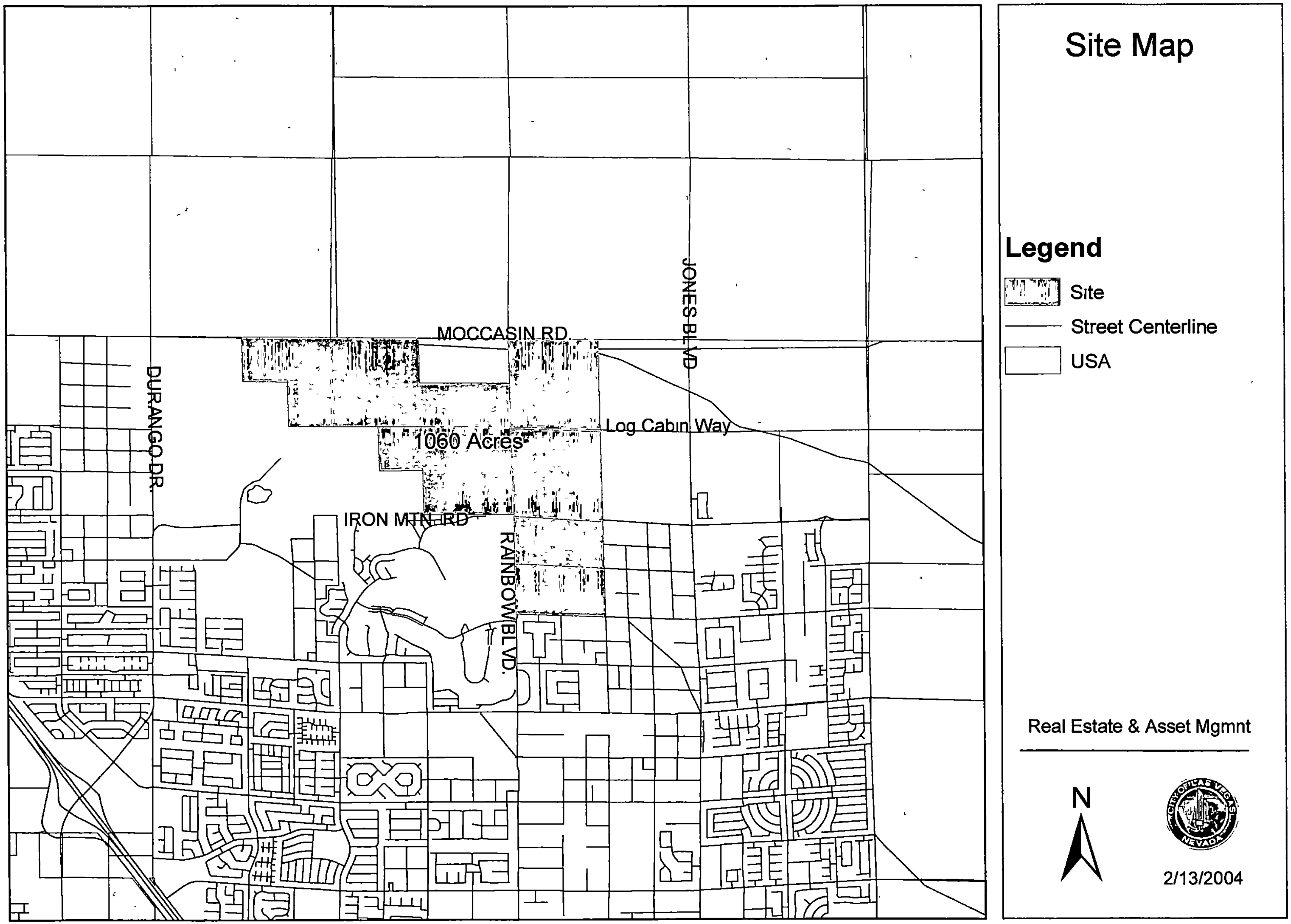
Before adjourning the meeting, MR. ROARK noted a difference between this line item and that on the City Council agenda of 3/3/2004. The language "on land currently under lease from the Bureau of Land Management to the Nevada Division of State Parks and State Lands" should have been removed from both the Real Estate and City Council line items, but the City Clerk's office did not have enough time and only removed it from the City Council agenda line item.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04 – 3:05/3:10 – 3:12)

1-4/1-87


Site Map
Legend
Site
Street Centerline
USA
MOCCASIN RD.
JONES BLVD
DURANGO DR.
Log Cabin Way
1060 Acres
IRON MTN. RD
RAINBOW BLVD.
Real Estate & Asset Mgmnt
N
CITY OF LAS VEGAS NEVADA
2/13/2004

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 1, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ ☐ CONSENT ☒ DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive ($63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

☐	**No Impact**	**Amount:** $63,072/36 months (income)
☐	**Budget Funds Available**	**Dept./Division:** Neigh. Svcs./Neigh. Devel.
☐	**Augmentation Required**	**Funding Source:** Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:

In-House Productions is currently a tenant at the Las Vegas Business Center and due to growth, is expanding their business operations to include a second suite. City Council approved In-House Productions' current Lease Agreement on May 21, 2003, and since beginning its tenancy on June 1, 2003, the company has created two full-time positions. In-House Productions provides business support services, convention services, and contract labor to the entertainment industry. The lease term is three years with three one-year options for renewal.

RECOMMENDATION:

Staff recommends approval of the Amended Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center.

BACKUP DOCUMENTATION:

First Amendment to Lease Agreement Las Vegas Business Center

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.

MARTY TOLEDO, Neighborhood Services, stated the item was in order. It involves an amendment to allow In-House Productions to expand and occupy a second suite.

REAL ESTATE COMMITTEE MEETING OF MARCH 1, 2004
Neighborhood Services
Item 2 - Discussion and possible action regarding First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive ($63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

MINUTES – Continued:
COUNCILMAN WEEKLY questioned the business of In-House Productions. MR. TOLEDO answered that In-House Productions caters to the entertainment industry. It provides business support services, convention services, and contract labor.

COUNCILMAN WEEKLY queried LEONARD DIXON, Neighborhood Services, on the City's intent to evacuate the tenants as their leases were due to expire. MR. DIXON explained that another component of the Las Vegas Business Center was the Incubator Program, which was discontinued. Consequently, the contracts of those tenants were terminated. The Las Vegas Business Center now only leases to commercial tenants, except EVOLVE. COUNCILMAN WEEKLY then asked if there is any other space available for lease. MR. DIXON responded that this is the last space available.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05 – 3:07)

FIRST AMENDMENT TO
LEASE AGREEMENT
LAS VEGAS BUSINESS CENTER

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this _____ day of ____________, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and IN-HOUSE PRODUCTIONS, ("Lessee").

RECITALS

WHEREAS, the City and Lessee entered into a Lease Agreement ("Lease") dated May 21, 2003, for the lease of certain Premises as the Las Vegas Business Center; and

WHEREAS, the City and Lessee desire to change certain provisions of the Lease concerning the term of tenancy, condition of premises and tenant improvements to the Premises;

NOW THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Lessee agree to amend the Lease as follows:

1. Section 1, entitled "Lease of Premises," shall be deleted and replaced with the following:

   Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suites 7 and 34. Each suite (hereinafter the "Premises") consists of approximately 1,200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center that is attached hereto as Exhibit "A" and incorporated herein by this reference to be occupied by In-House Productions.

2. Section 2, entitled "Term," shall be deleted and replaced with the following:

   Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on March 1, 2004 (the "Commencement Date") and shall end on February 28, 2007.

3. Section 8, entitled "Minimum Rent," shall be deleted and replaced with the following:

Lessee agrees to pay Lessor at such place as Lessor may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of One Thousand Six Hundred Eighty Dollars and No/Hundredths ($1,680.00) in advance, calculated at Eighty Cents ($.80) per square foot for the 800 square foot office area and Sixty-five Cents ($.65) per square foot for the flex-space in the 1600 square foot warehouse area, on the first day of each remaining calendar month during the first year of the Lease. Lessee agrees to pay the sum of One Thousand Seven Hundred Fifty-Two Dollars and No/Hundredths ($1,752.00), calculated at Eighty-three Cents ($.83) per square foot for the 800 square foot office area and Sixty-eight Cents ($.68) per square foot for the flex-space in the 1,600 square foot warehouse area, on the first day of each calendar month during the second year of the Lease. Lessee agrees to pay the sum of One Thousand Eight Hundred Twenty Four Dollars and No/Hundredths ($1,824.00), calculated at Eighty-six Cents ($.86) per square foot for the 800 square foot office area and Seventy-one Cents ($.71) per square foot for the flex-space in the 1,600 square foot warehouse area, on the first day of each calendar month during the third year of the Lease, thus producing $63,072 in program income over the initial three-year period.

Lessee agrees to pay Lessor, on March 1, 2004, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Lessee to Lessor may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Lessee shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to Lessor, as additional rent, together with Lessee's next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this Lease, the minimum shall be adjusted based upon the agreed rate per square foot in the relevant year. Such adjustment shall not be effective until the Lessor has provided Lessee at least thirty (30) days written notice thereof.

4. Section 11, entitled "Security Deposit," shall be amended to include the following statement:

On or before the Commencement Date, Lessee agrees to deposit with Lessor, in addition to the sum specified in Section 8, the sum of Eight Hundred Forty Dollars and No/Hundredths ($840.00) as a security deposit for the performance by Lessee of all the covenants, terms and conditions that it is required to perform hereunder.

5. Section 44, entitled "Notices," shall be amended as follows:

The statement "Sharon Segerblom, Director," shall be deleted and replaced with "Orlando Sanchez, Acting Director."

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

...

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

CITY OF LAS VEGAS

By________________________________

OSCAR B.GOODMAN, Mayor

"CITY"

ATTEST:

____

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM J. Ponticello 2/2/04

APPROVED BY CITY COUNCIL ______________

IN-HOUSE PRODUCTIONS

By Sheilagh M. Polk

SHEILAGH M. POLK, PRESIDENT

"LESSEE"

...

...

...

Exhibit B
Certification Regarding Disclosure of Principals

The principals and partners of In-House Productions and all persons and entities holding more than a 1% interest in In-House Productions or any principal of In-House Productions are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	Sheilagh M. Polk	1951 Stella Lake Street, Ste 34 LV, NV 89106	631-4748
2.	Patrick J. Bash	1951 Stella Lake Street, Ste 34 LV, NV 89106	631-4748
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

In-House Productions

Sheilagh M. Polk

Sheilagh M. Polk, President

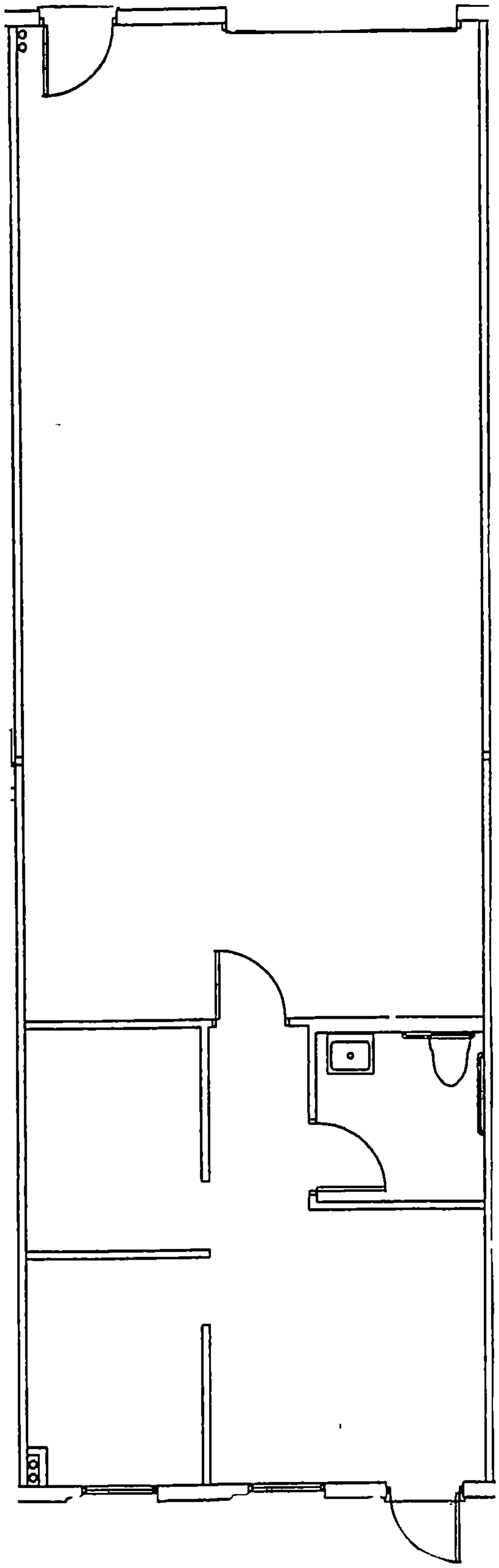
02/03/04

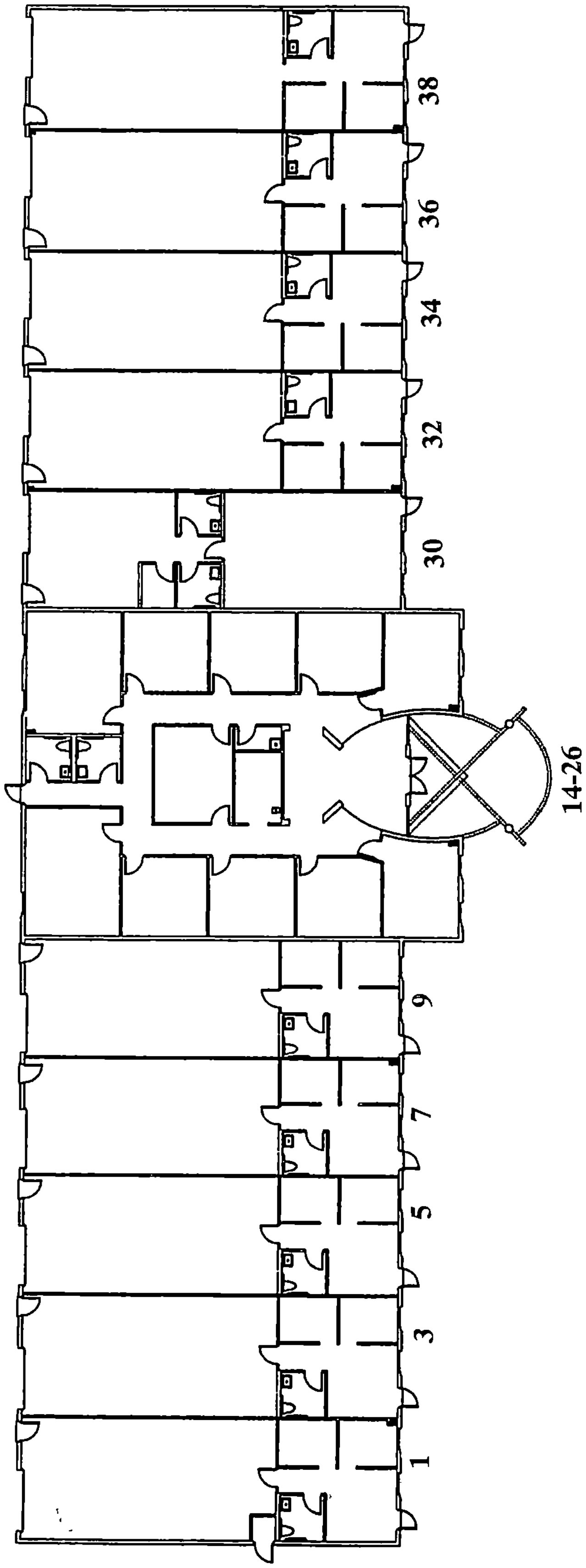
Date

ATTEST:

Leonard Dixon, Staff
Neighborhood Services Department

Exhibit "A"
Las Vegas Business Center
Floor Plan





City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:

On 12/17/03, Council approved staff entering into negotiations with the International Institute of Modern Letters (IIML). Both parties, in their collective efforts to provide facilities of higher learning as well as cultural, literary, educational and historical outlets in the downtown area, desire to enter into this new Lease Agreement to accomplish this goal. IIML shall be responsible to reimburse the City of Las Vegas for the pro-rata share of utilities. Term of the Lease Agreement is one year, with an additional renewal option through 2005.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

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.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that the International Institute of Modern Letters will lease this space at a cost of $1 a month. The Institute will be responsible for the cost of the utilities, on a pro-rata basis, for the square footage occupied. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF MARCH 1, 2004
Public Works
Item 3 - Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

MINUTES – Continued:

COUNCILMAN WEEKLY questioned the function of the Institute. MR. ROARK responded that the Institute is a non-profit organization established through UNLV in order to provide a facility for poets and artists. DEPUTY CITY MANAGER FRETWELL further explained that this effort is affiliated with the Cities of Asylum Program and creates a haven for individuals to be creative and not be persecuted for it, as they would be in their countries of origin.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 – 3:10)

1-112

LEASE AGREEMENT BETWEEN CITY OF LAS VEGAS AND INTERNATIONAL INSTITUTE OF MODERN LETTERS FOR OFFICE SPACE LOCATED AT FIFTH STREET SCHOOL

THIS LEASE CONTRACT ("Lease"), made and entered into this _____ day of ___________, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and the INTERNATIONAL INSTITUTE OF MODERN LETTERS (IIML) ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Fifth Street School, located commonly at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101 and depicted on the Site Map attached hereto as Exhibit "A"; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Premises at the Fifth Street School for the purpose of providing office space; and

WHEREAS, Lessee, by utilizing the Premises, will contribute to Lessor in its efforts to revitalize the central core of downtown Las Vegas; and

WHEREAS, Lessor determines that the lease of the Premises to Lessee for the purposes as hereinafter set forth in the Lease will provide a substantial benefit to the inhabitants of the City; and

WHEREAS, the Lessor agrees to lease the Premises upon the terms and conditions set forth below.

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

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises at Fifth Street School consisting of approximately 3,792 square feet. The location and dimensions of the Premises are shown more particularly on the Premises Site Map, Exhibit "B".

2. **TERM OF LEASE.** Unless earlier terminated in accordance with section 39 hereof, this Lease shall be for a period of one (1) year beginning on the Commencement Date as defined in Section 3. If Lessee is

not then in default of this Lease, Lessee may request to renew this Lease for an additional year by providing a written request to renew at least 60 days prior to the expiration of the Lease term and upon receiving such request Lessor must provide written approval within 30 days of expiration of Lease.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective on the date both parties have signed this Lease. The Commencement Date of this Lease shall be April 1, 2004.

4. **RENT.** Commencing on the Commencement Date, Lessee agrees to pay One Dollar ($1.00) per month as Rent to Lessor. The Rent shall be due and payable twelve (12) months in advance and shall be due on the Commencement Date.

5. **UTILITIES AND SERVICES.** Lessee shall pay for its use of all sewer, electricity and gas utilities at the Premises by reimbursing Lessor its pro-rata share of the Lessor's total utility bill at the Fifth Street School. Lessee's pro-rata share is based upon a percentage of the square footage occupied by Lessee at the Fifth Street School. Lessor shall invoice the Lessee no later than forty-five (45) days from the date of receipt from the appropriate utility companies, and Lessee shall make payment within (30) days of receipt of such invoice. Lessee shall be responsible for all costs of telephone, cable and other telecommunication services at the Premises.

6. **REPAIRS AND MAINTENANCE.**

A. **Lessor's Obligations.** Lessor shall keep the Premises, interior and exterior walls, roof and common areas and the equipment whether used exclusively for the Premises or in common with the other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings or to repair or replace any improvements that are not ordinarily a part of the Premises.

B. **Lessee's Obligations.**

(1) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee of the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee

shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs, the cost of which is otherwise Lessee's responsibility hereunder.

(2) On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Lessee. Lessee shall repair any damage to the Premises occasioned by the installation or removal of Lessee's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises and in good operating condition.

7. <u>**USE OF PREMISES.**</u> Lessee agrees to use the Premises solely for the purpose of office space for Lessee. Lessee shall not use or permit the Premises to be used for any other purpose, except with the prior written consent of Lessor.

8. <u>**CONDITION OF PREMISES.**</u> The Premises are leased to Lessee on an "as-is basis. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. <u>**USE OF PARKING AND OTHER AREAS.**</u> In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to eight (8) parking spaces located in the parking lot within the confines of the depicted Site Map attached hereto as Exhibit "A".

10. <u>**LAWS, WASTE, NUISANCE.**</u> 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.

11. <u>ALTERATIONS, ADDITIONS AND IMPROVEMENTS.</u> 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 interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of 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 interior of 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.

12. <u>SIGNAGE.</u> Lessee shall have the right to place, construct and maintain one or more signs identifying its name at the Premises. All signage shall conform to the design of signs at Fifth Street School and shall be approved by Lessor prior to the sign's placement at the Premises.

13. <u>CHANGES TO COMPLEX.</u> Lessor reserves the right at all times to exercise reasonable control over, and from time to time make changes, alterations or additions to, the Fifth Street School. Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

14. <u>ACCESS TO PREMISES.</u> Lessor shall have the right to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Fifth Street School and which are the Lessor's responsibility. Lessor shall also have

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

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

15. **PAYMENT OF TAXES.** Lessor shall not 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.

16. **COMPLIANCE WITH THE LAW.** The Lessee shall promptly execute and comply with all applicable statues, 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 for contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

17. **INDEMNIFICATION.** Lessee will be responsible for, and will indemnify, defend and hold the Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessee's liability provided by law that results from Lessee's use of the Premises and that is caused by the actions or nonactions of Lessee, or any employee, servant or agency of either. Lessor will be responsible for, and will indemnify, defend and hold the Lessee and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessor's liability provided by law that results from

Lessor's use of the Premises and that is caused by the actions or nonactions of Lessor, or any employee, servant or agency of either.

18. **INSURANCE.**

(A) Lessee further agrees to secure and maintain, at a minimum and at its sole cost and expense, the following liability insurance coverages, 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 Lessee'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, Lessee 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 Lessee.

(C) If any of the insurance coverages that are required herein are canceled, terminated, reduced or restricted, and Lessee 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 Lessee.

19. <u>WAIVER OF SUBROGATION.</u> 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.

20. <u>SURRENDER OF PREMISES.</u> Upon expiration or other authorized termination of this Lease, Lessee shall and 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.

21. <u>HOLDING OVER.</u> 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.

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

23. **EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor of 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, 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 of 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.

24. **DAMAGE OR DESTRUCTION.**

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

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

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within thirty (30) days after such damage or destruction, give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage of destruction.

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

25. **LIENS AND ENCUMBRANCES.** 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 liens or other

encumbrances is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge or record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

26. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

27. **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 thirty (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 fifteen (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 re-enter and retake possession, with or without terminating the Lease. In the case of re-entry and retaking of possession, Lessor shall give Lessee a thirty (30) day 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.

28. **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.

29. **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.

30. **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/Lessee unless such waiver is in writing.

31. **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.

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

33. **NON-DISCRIMINATION.** Lessee agrees that the Premises 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 applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

34. **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.

35. **MODIFICATIONS OR AMENDMENTS**. Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County

Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

36. **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 of describe the scope or intent of any section or paragraph.

37. **ATTORNEY'S FEES.** In the event Lessee/Lessor 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.

38. **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 address or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:

City of Las Vegas
Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attention: Manager

If to the Lessee:

Eric Olsen
International Institute of Modern Letters
Department of English, UNLV
Las Vegas, NV 89154-5011

39. **TERMINATION**. This Lease may be canceled by either party for any reason by providing one hundred eighty (180) days written notification. Lessee shall vacate the premises within 30 days of expiration of the contract.

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

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

CITY OF LAS VEGAS

"Lessor"

By________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

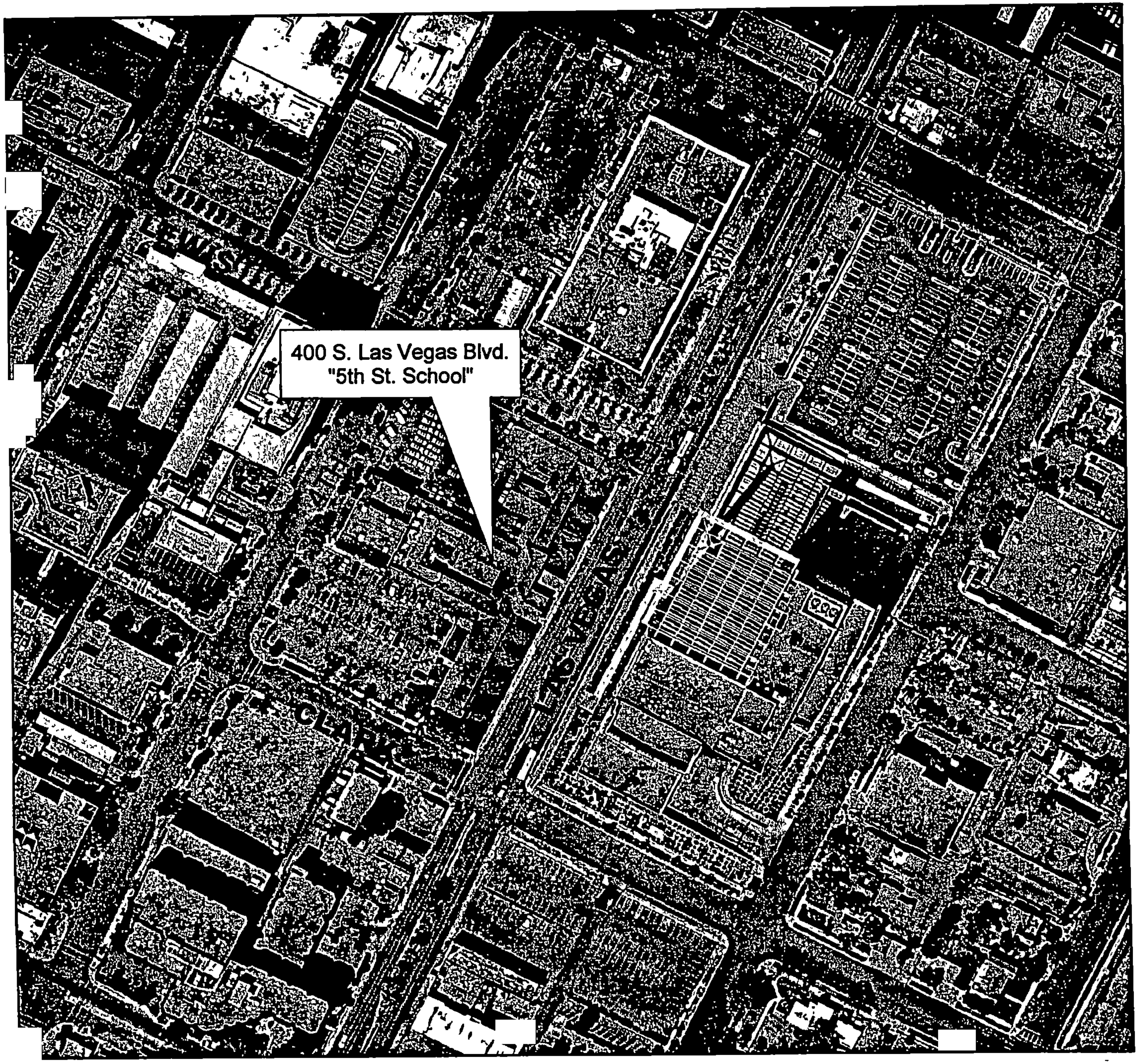
2/10/04
CITY ATTORNEY'S OFFICE Date

"Lessee"

INTERNATIONAL INSTITUTE OF MODERN LETTERS

By: 2/12/04
ERIC OLSEN, Executive Director Date

Exhibit "A"



Site Map

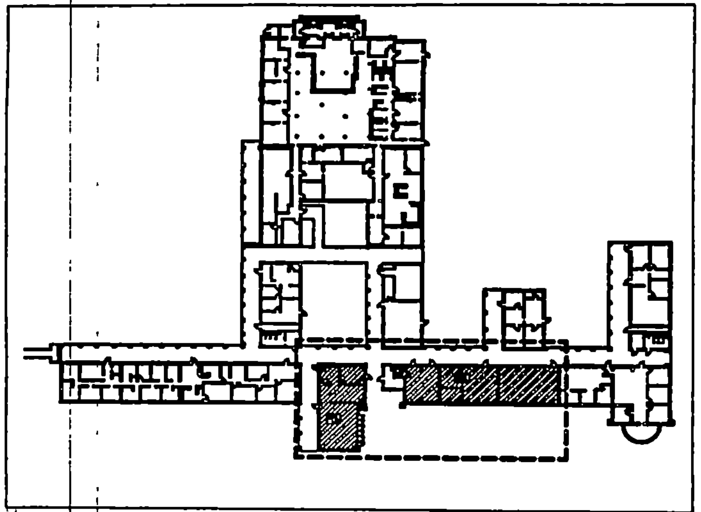
Real Estate & Asset Mgmnt

N

2/10/04

EXHIBIT "B"

Premises Site Map



5th Street School

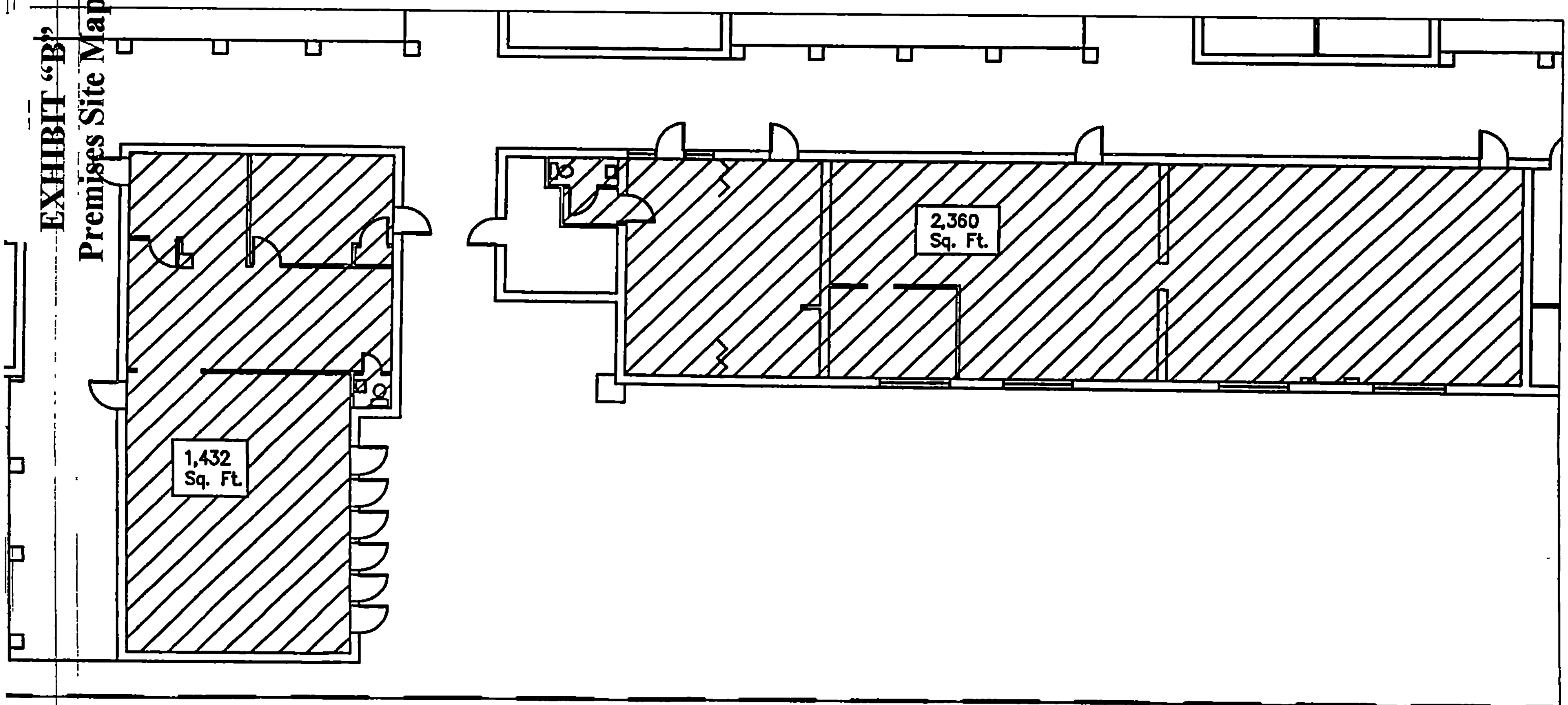


EXHIBIT "C"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1 Contracting Entity (Name) Block 2 **Description**

International Institute of Modern Letters (IIML). The IIML is a nonprofit (501c3) arts supporting organization dedicated to advancing the cause of freedom to write.

Subject Matter of Contract/Agreement: **Lease Agreement @ 5th St. School**

Name _International Institute of Modern Letters

Address Dept. of English, UNLV, Las Vegas, NV 89154-5011

IN or Social Security # 88-0490533

Block 3 **Type of Business**

○ Individual

○ Partnership

○ Limited Liability Company

Corporation **(non-profit)**

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.

(please insert Board Members here) **FULL NAME/TITLE BUSINESS ADDRESS BUSINESS PHONE**

1. Glenn Schaeffer, director, c/o Mandalay Bay 3950 LV Blvd. S. LV, NV 89119 702-632-6710

2. Eric Olsen, Exec. Director, 1065 E. Flamingo, Apt. 1003, LV, NV 89119; 702-895-3033

3. Russell Banks, director, 19 Roberts Lane, Saratoga Springs, NY 12866; 518-576-9114

4. Ethan Canin, director, 507 N. Clinton St., Iowa City, IA 52242; 319-337-4373

5. Bill Manhire, director, PO Box 600, Wellington, New Zealand

6. Karen Lawrence, director, 243 Humanities Instructional Bldg., UCI, Irvine, CA 92597-3375; 949-824-5131

7. Sarah Ralston, director, 20 Colleton River Dr., Henderson, NV 89052; 702 -433-6611

8. Doug Unger, director, Dept. of English, UNLV, LV, NV 89154-5011; 702-895 -3558

9. Richard Wiley, director, Dept. of English, UNLV, LV, NV 89154-5011; 702 -895-3471

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:

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: 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.

Erin Cl— 2/5/04

Name

Date Subscribed and sworn to before me this 5th day of February, 2004.

Carole Parker White

Notary Public

PAGE

CAROLE PARKER WHITE
Notary Public State of Nevada
No. 94-3941-1
My appt. exp. Sept. 16, 2006

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MARCH 1, 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.

(3:10)
1-187

THE MEETING ADJOURNED AT 3:12 P.M.

Respectfully submitted: Gabriela S. Portillo-Brenner

GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
March 4, 2004