

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, MAY 3, 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 regarding a Second Amendment to the Municipal Court Traffic School Lease located at 2917 West Washington Avenue renewing the Lease until June 30, 2005, with a six-month renewal option (\$11,220 a month - Municipal Court/Rental of Land) - Ward 5 (Weekly)
2. Discussion and possible action authorizing staff to enter into negotiations with the Boys & Girls Clubs of Las Vegas for a Lease Agreement on vacant land located on a portion of APN 139-25-303-014 at the northwest corner of Harris Avenue and Mojave Road - Ward 3 (Reese)
3. Discussion and possible action regarding a Lease Agreement with Barrick GSG L.L.C. dba GOLDSPIKE for the lease of 25 parking spaces located on the third floor of the Stewart Avenue Parking Garage located on the southwest corner of Stewart Avenue and Las Vegas Boulevard (\$1,250 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)
4. Discussion and possible action regarding a Lease Agreement to lease 5 parking spaces on the surface parking lot located at the southeast corner of Clark Avenue and Las Vegas Boulevard South to the Boulevard Hotel (\$350 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)
5. Discussion and possible action regarding a Lease Agreement lease 2 parking spaces on the surface parking lot located at the southeast corner of Clark Avenue and Las Vegas Boulevard South to Fredrickson, Mazeika & Grant, LLP (\$150 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)
6. Discussion and possible action utilizing a maximum of \$95,000 of Redevelopment Set Aside Funds to purchase the residential property located at 807 Lawry Avenue from Wells Fargo Bank prior to a foreclosure sale - Ward 5 (Weekly)
7. Discussion and possible action using 18% Set Aside Funds to repay \$500,000 of Community Development Block Grant funding used to purchase property located at Madison Avenue and M Street to facilitate the construction of ten single-family homes - Ward 5 (Weekly)

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

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

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**

59✓

AFFIDAVIT OF MAILING

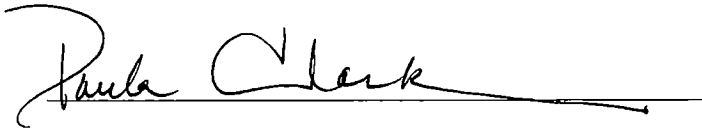
(Mailing required under the provisions of NRS Chapter 241)

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 **27th** day of **April, 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 **3rd** day of **May, 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.



SIGNATURE

City Clerk

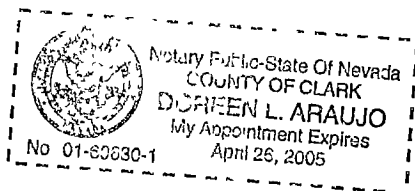
DEPARTMENT

Subscribed and sworn to before me this

29th day of April, 2004



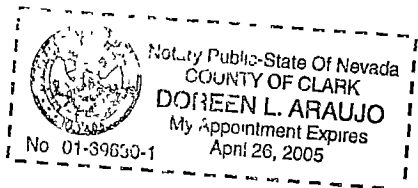
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

Noreen L Arroyo
NOTARY PUBLIC in and for said County and State





REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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, 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

(3:11)

1-1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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 Second Amendment to the Municipal Court Traffic School Lease located at 2917 West Washington Avenue renewing the Lease until June 30, 2005, with a six-month renewal option (\$11,220 a month - Municipal Court/Rental of Land) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$11,220/month

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: Muni Court/Rental of Land

PURPOSE/BACKGROUND:

The term of the existing Lease will expire on 6/30/04. This Second Amendment will extend the term until 6/30/05. Rent=\$9,637/month, Common Area Operating=\$1,583 to total \$11,220/month. If CLV is not in default of the Lease, CLV may request to renew the Lease for an additional 6-month term by providing Landlord with a 120-day notice. The minimum monthly rental for the renewal period shall increase by three percent (3%).

RECOMMENDATION:

Staff recommends approval and recommends authorization for staff to execute any further documents with the property management company to facilitate the intent of the Lease

BACKUP DOCUMENTATION:

Second Amendment to Lease Agreement

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.

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that staff is requesting to extend the existing lease for the Municipal Court Traffic School for one year, with a six-month renewal option, as completion of the Regional Justice Center has been delayed again. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004

PUBLIC WORKS

Item 1 - Discussion and possible action regarding a Second Amendment to the Municipal Court Traffic School Lease located at 2917 West Washington Avenue renewing the Lease until June 30, 2005, with a six-month renewal option (\$11,220 a month - Municipal Court/Rental of Land) - Ward 5 (Weekly)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11 – 3:12)

1-7

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

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“ Second Amendment”) is made and entered into this _____ day of _____, 2004, by and between Jerry Lee (“Lessor”) and the City of Las Vegas, a municipal corporation of the State of Nevada (“Lessee”).

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

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

WHEREAS, the initial term of the Lease Agreement shall expire on June 30, 2004, and the Lessee desires to exercise its option to renew the Lease Agreement pursuant to Section 36.

WHEREAS, it is the mutual desire to the parties hereto to amend said Lease, the parties agree as follows:

1. In accordance with the Section 36 of the Lease Agreement, Lessor and Lessee have agreed to renew the Lease Agreement for the term of one (1) year beginning on July 1, 2004 and ending on June 30, 2005 (“Second Renewal Term”)
2. Throughout the Second Renewal Term, Lessee agrees to pay Lessor, as and for minimum rent for the Premises, the sum of Nine Thousand Six Hundred Thirty Seven Dollars (\$9,637.00) per month, without demand, offset or reduction, payable monthly in advance. Lessee also agrees to pay a flat monthly Common Area Operating Cost of One Thousand Five- Hundred Eighty-Three Dollars (1,583.00) throughout the Second Renewal Term. The total monthly payment due to Lessor shall be Eleven Thousand Two Hundred Twenty Dollars (\$11,220.00).

3. If Lessee is not in default of this Lease, Lessee may request to renew the Lease for an additional six (6) month term by giving a written request to renew at least one hundred and twenty (120) days prior to the expiration of the Lease term. The minimum monthly rental for the renewal period shall increase by three percent (3%).

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

IN WITNESS THEREOF, each of said parties hereto has caused its name to be here into subscribed.

Lessee

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 3/25/04
DEPUTY CITY ATTORNEY

Lessor

JERRY LEE

Jerry Lee
JERRY LEE

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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 authorizing staff to enter into negotiations with the Boys & Girls Clubs of Las Vegas for a Lease Agreement on vacant land located on a portion of APN 139-25-303-014 at the northwest corner of Harris Avenue and 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:

Staff received an unsolicited letter of proposal from the Boys & Girls Clubs of Las Vegas on March 22, 2004, expressing their desire to acquire land located near Harris Avenue and Mojave Road. The Boys & Girls Clubs feel this location would be an ideal site for a new club, gym and affordable child care facility to serve the needs of the community.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Letter from the Boys & Girls Clubs of Las Vegas dated 3/22/04
2. Site Map

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.

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested to negotiate a lease agreement with the Boys and Girls Club for vacant land near the Girl Scout's temporary modular site located at Mojave and Harris. Staff recommended approval.

KATHY BARNES, Boys and Girls Club, clarified for COUNCILMAN WEEKLY that the plan is to give up the existing location.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004

PUBLIC WORKS

Item 2 - Discussion and possible action authorizing staff to enter into negotiations with the Boys & Girls Clubs of Las Vegas for a Lease Agreement on vacant land located on a portion of APN 139-25-303-014 at the northwest corner of Harris Avenue and Mojave Road - Ward 3 (Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:12 – 3:13)

1-30

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE



**BOYS & GIRLS CLUBS
OF LAS VEGAS**

March 18, 2004

2004 MAR 22 A 11: 49

SENT VIA FAX: (702) 384-0527

David Roark
Real Estate and Assets Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Administrative Office
P.O. Box 26689
Las Vegas, NV 89126
Phone (702) 367-2582
Fax (702) 367-2104
www.bgclv.org

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Steven Kalb*
Ken Knauss*
Brett Torino*
Ken Templeton

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Julie Pippenger
Dan Russell*
John Simmons
Kevin Whattoff
Chris Wilcox
Mel Wolzinger

*Past Chairman

Dear Mr Roark,

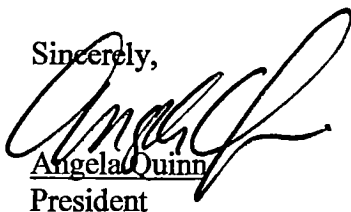
As you may know, Boys & Girls Clubs of Las Vegas have a club located at the corner of 28th Street and Stewart (our McCabe Club), in the City of Las Vegas, Ward 3. This club requires substantial rehabilitation to the extent that it cost prohibited doing so and we have been working with City staff to perhaps find an alternative site, to construct a new club.

Boys & Girls Club of Las Vegas is a private, 501c3 non-profit corporation that serves some 12,600 young people throughout southern Nevada.

It is our understanding that the City of Las Vegas may have some land available near Harris and Mohave, specifically APN 139-25-303-014 which we feel would be a good location for a new club and perhaps a gym and affordable child care facility. While we have no formal site plan, we do anticipate requiring approximately two acres for our project, depending on the final scope.

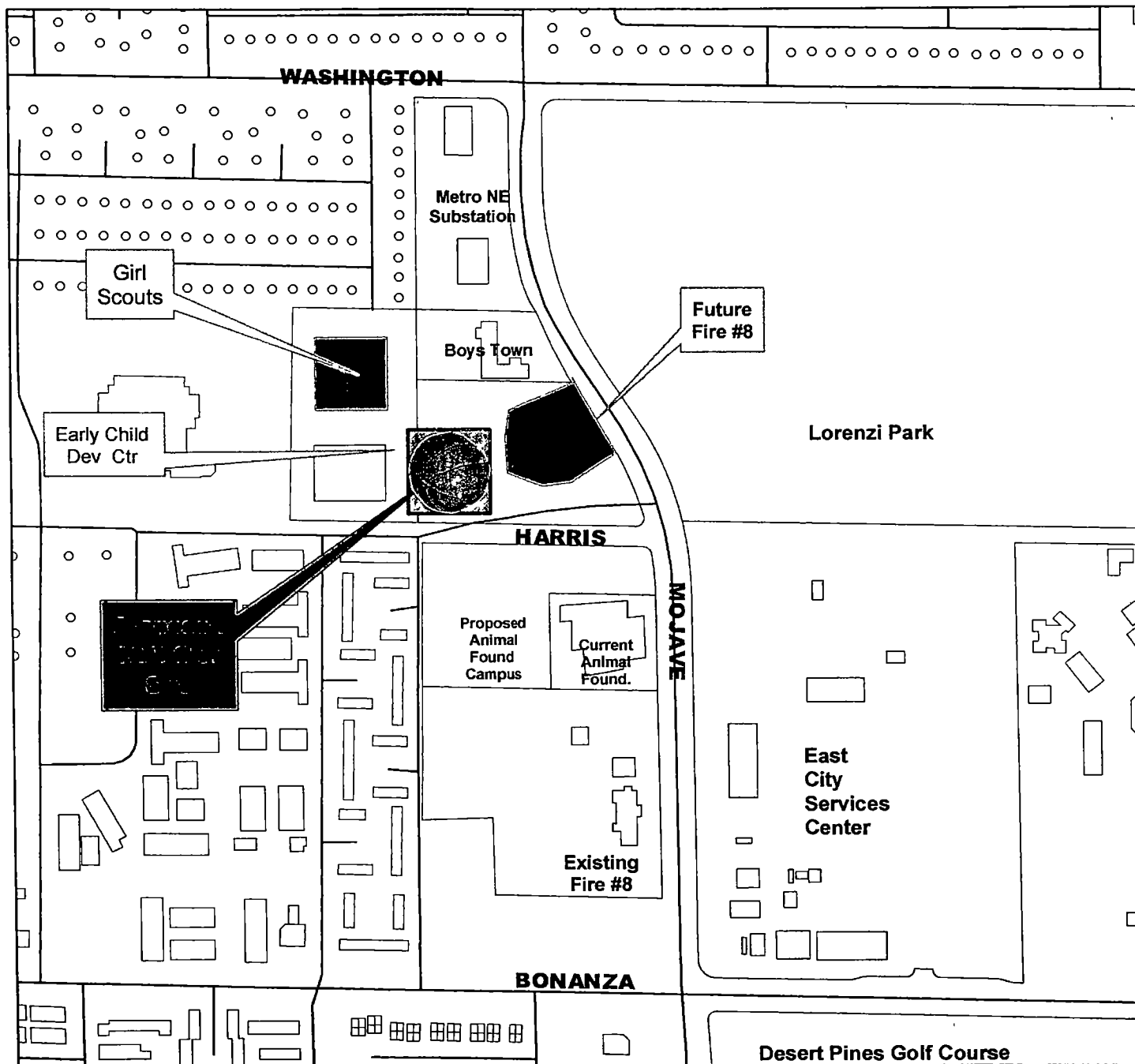
I look forward to working with you, your office and the City of Las Vegas on this project.

Sincerely,


Angela Quinn
President

Cc: Betsy Fretwell, Deputy City Manager
Ron Hall, B&GCLV Board Member

The Positive Place For Kids



Site Map

Legend

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

Real Estate & Asset Mgmt



4/13/2004

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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 Lease Agreement with Barrick GSG L.L.C. dba GOLDSPIKE for the lease of 25 parking spaces located on the third floor of the Stewart Avenue Parking Garage located on the southwest corner of Stewart Avenue and Las Vegas Boulevard (\$1,250 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$1,250 monthly revenue

☐

Budget Funds Available

Dept./Division: PW/Real Estate & Assets

☐

Augmentation Required

Funding Source: Park Enterprise Fund

PURPOSE/BACKGROUND:

The City of Las Vegas owns the Stewart Avenue Parking Garage and was approached by Barrick with their desire to lease 25 parking spaces on the third floor of the garage for use by their employees. Each parking space will be leased at a monthly rate of \$50 = \$1,250 monthly incoming revenue. The lease term is month-to-month and Barrick will be responsible for providing their own liability insurance.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Parking 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, explained that this lease agreement is for 25 parking spaces at \$50 per space. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004

PUBLIC WORKS

Item 3 - Discussion and possible action regarding a Lease Agreement with Barrick GSG L.L.C. dba GOLDSPIKE for the lease of 25 parking spaces located on the third floor of the Stewart Avenue Parking Garage located on the southwest corner of Stewart Avenue and Las Vegas Boulevard (\$1,250 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)

MINUTES – Continued:

AL GALLEG0, citizen of Las Vegas, discussed with MR. ROARK that the Department of Field Operations will designate a certain floor for employees to park on a first-come/first-serve basis. Permits will be issued to mark employee vehicles.

No one appeared in opposition

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:13 – 3:15)

1-74

PARKING GARAGE LEASE AGREEMENT

THIS PARKING GARAGE LEASE AGREEMENT (hereinafter referred to as "Lease") is 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 "Landlord"), and BARRICK – GSG L.L.C. dba GOLDSPIKE (hereinafter referred to as "Tenant").

Landlord and Tenant hereby agree to the following terms and conditions:

1. **LEASE OF PREMISES:** On the terms and conditions set forth below, Landlord hereby leases to Tenant, and Tenant leases from Landlord, twenty-five (25) parking spaces ("Garage") situated at the City of Las Vegas Stewart Avenue Parking Garage (second level only) and depicted in Exhibit "A" (Site Map) attached hereto and made a part of this Lease.

2. **LEASE PROVISIONS:**

2.1 **TERM:** The term of this Lease shall be on a month-to-month term, beginning the first day of the month following commencement and continuing until either party provides thirty (30) calendar days written notification of termination in accordance with Section 5.3, unless Landlord exercises its right to terminate in the event of default as provided in Section 3. This Lease may be terminated with or without cause by either party providing the other thirty (30) days advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 30-day notification period ends.

2.2 **REDUCTION IN PARKING SPACES:** Landlord has the option of reducing the number of parking spaces leased to Tenant by providing Tenant with thirty (30) days written notice prior to the effective date of the reduction. The remaining terms of the Lease shall remain in full force and effect.

2.3 **PERMITTED USE:** The parking spaces shall be used for off-street motor vehicle parking for the Tenant and for no other purpose without the written consent of Landlord.

2.4 **COMPENSATION:** Tenant agrees to pay Landlord the amount of Fifty Dollars (\$50.00) per month or part thereof for each parking space leased to Tenant during the term of the Lease. Tenant agrees to pay Landlord the rent monthly in advance on the first (1st) day of each and every calendar month during the term of this Lease. If the City's Accounting Division does not receive payment by the fifteenth (15) of each month, the rent is considered late and subject to a ten percent (10%) penalty payment. The first rental payment will be due the first day of the month following the date first set forth above.

2.5 INSURANCE: During the existence of this Lease, the Tenant shall procure and maintain general comprehensive liability insurance for bodily injury and property damage in the amount of One Million and No/100ths Dollars (\$1,000,000.00) combined single limit. The Tenant shall provide the Landlord with the proper certificates of insurance or endorsements evidencing the coverage required herein. The Landlord, the City of Las Vegas, its officers, employees, agents, consultants and volunteers must be expressly covered as additional insured parties under the insurance coverage required herein.

The Tenant shall provide renewal certificates for insurance coverage required herein that expires during the existence of this Lease within thirty (30) calendar days prior to the expiration date of said insurance.

The insurance coverage required herein must provide for a thirty (30) day written notice to the Landlord before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

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

2.6 MAINTENANCE AND UTILITIES: Landlord shall maintain the Premises in good order; shall make all necessary repairs on a timely basis and shall perform cleaning duties on a regular basis.

2.7 COMPLIANCE WITH LAWS: During the term of this Lease, Tenant shall not use or knowingly permit any person to use all or any portion of the parking garage or leased spaces in any manner which violates any laws, ordinances or regulations of the United States; the State of Nevada; Clark County, Nevada; or the City of Las Vegas, Nevada; or any other governmental authority having jurisdiction over the Premises.

2.8 HAZARDOUS WASTE: Tenant shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited on or in the Premises by Tenant, its agents, employees, contractors, invitees or sublessees without the Landlord's consent.

2.9 SURRENDER OF PREMISES: Upon the expiration or termination of this Lease, Tenant shall return the Premises to Landlord in a reasonably clean condition and in good order, except normal wear and tear. Any damage to the Premises resulting from Tenant's use or removal of Tenant's fixtures, furnishings and equipment shall be repaired by Tenant at Tenant's expense.

2.10 ACCESS TO PREMISES: Landlord shall deliver to Tenant the right to use, possession and occupancy of 25 Parking Spaces situated on the second floor level on a first-come first-serve basis in the Garage. Tenant acknowledges that Landlord will have restricted access to the Garage throughout the term of this Lease and will not guarantee the availability of the parking spaces at any given time of day or night. A request form will need to be filled out for each employee to receive a parking sticker. The contact person for the City will be Merle Jensen, Supervisor of Parking Enforcement and she can be reached at (702) 229-6432. Landlord agrees to provide reasonable timely notice to Tenant in the event access is not allowed to the Garage.

3. DEFAULT:

3.1 The following events of any one or more of them shall be events of default under this Lease:

a. If Tenant abandons or vacates the Premises; or

b. If Tenant fails to pay any compensation to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notification is issued that payment is delinquent.

c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease for thirty (30) days after written notice from Landlord to Tenant.

3.2 If there is an event of default under this Lease, Landlord may terminate this Lease by a notice in writing to Tenant on a date (Termination Date) specified in the notice (which may be the date the notice is given), without any right by the Tenant to reinstate its rights by paying any compensation or other sum which is due or otherwise curing the situation which constituted an event of default. On the Termination Date, the term of this Lease shall terminate as fully and with the same effect as if that were the date of termination specified in Section 2.1.

4. INDEMNIFICATION: Tenant shall defend, indemnify and hold Landlord harmless against and from loss, liability and claims of any kind for loss or damage to property, or for any injury to or death of any person arising out of Tenant's use and occupancy of the Premises, or any work or activity allowed or suffered by Tenant on or about the Premise.

5. MISCELLANEOUS:

5.1 **ASSIGNMENT AND SUBLETTING:** Tenant 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 Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this Section 5.1 shall be null and void and constitute a breach of this Lease.

5.2 **PRIOR AGREEMENTS AND AMENDMENTS:** This Lease contains all of the agreements and understanding of the parties with respect to any matter covered or mentioned in this Lease, and no other agreements or understandings shall be effective for any purpose. No provision of this Lease may be amended or added except by a written amendment signed by both Landlord and Tenant.

5.3 **NOTICES:** Any notice or other communication required or permitted to be given under this Lease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time,

specify in writing to the other party in the manner described above:

LANDLORD:

City of Las Vegas
Attn.: Public Works/Real Estate & Assets
400 Stewart, 4th Floor
Las Vegas, Nevada 89101
Phone (702) 229-1020
Fax (702) 384-0527

COPY TO:

City of Las Vegas
Attn.: Jerry Walker, Manager Streets & Sanitation
2900 Ronemus Dr.
Las Vegas, Nevada 89128
Phone (702) 6983
Fax (702) 256-7817

City of Las Vegas
Attn.: Merle Jensen, Supervisor Parking
Enforcement
416 N. 7th Street
Las Vegas, NV 89101

TENANT:

Barrick Gaming
Attn: Phil Flaherty
501 South Rancho, Suite B-10
Las Vegas, NV 89106
Phone (702) 280-7969
Fax (702) 876-4805

5.4 TIME OF THE ESSENCE: Time is of the essence of this Lease and each and every term, condition and provision hereof.

5.5 NO WAIVER: No waiver of any of the provisions of this Lease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.6 COUNTERPARTS: This Lease may be executed in three (3) counterparts, each of which shall be deemed to be an original.

5.7 **HEADINGS AND INTERPRETATION:** Headings used in this Lease are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Lease shall include all sections and subsections related thereto.

5.8 **CHOICE OF LAW:** This Lease and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

5.9 **SEVERABILITY:** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

5.10 **RELATIONSHIP OF THE PARTIES:** The parties agree that their relationship is that of Tenant and Landlord, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Lease be deemed to create any form or business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

5.11 **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.

5.12 **MODIFICATIONS OR AMENDMENTS:** Upon approval of this initial Lease by the City Council and after it has been fully executed by signature of all parties, the 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, or to amend this Lease during the original term of this Lease. 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 Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by all parties hereto.

...

...

5.13 **DISCLOSURE OF PRINCIPALS:** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Tenant warrants that it has disclosed, on the form attached as Exhibit "C" hereto, all principals, including partners, of Tenant, as well as all persons and entities holding more than a 1% interest in Tenant, or any principal of Tenant. If Tenant, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit "C", the requirement of this Section shall be satisfied. Throughout the term hereof, Tenant shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives the day and year first written above.

"Landlord"

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

"Tenant"

BARBARA JO RONEMUS, City Clerk

BARRICK GAMING CORPORATION

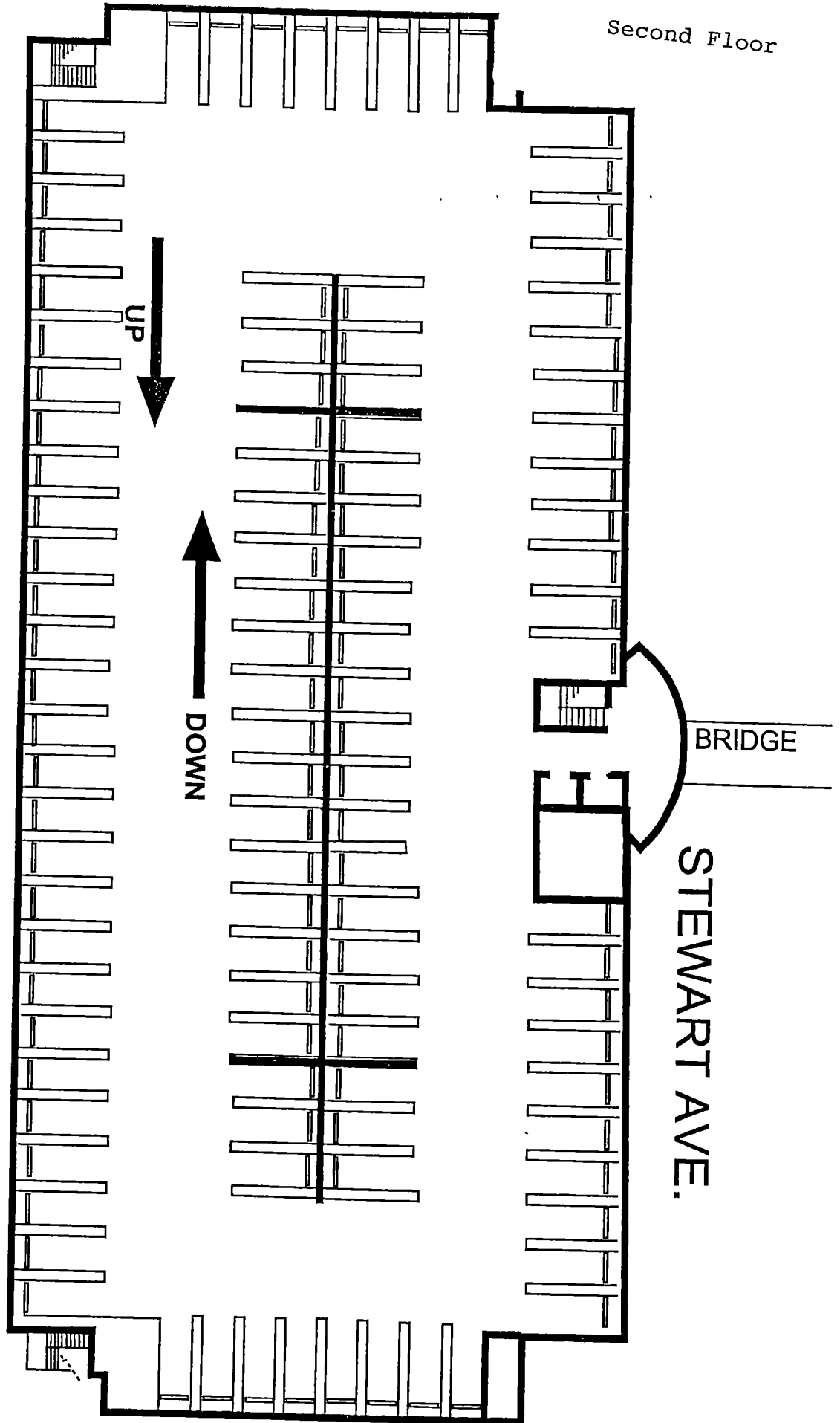
APPROVED AS TO FORM:

Thomas R. Green 4/13/04
Deputy City Attorney Date

By Phil Flaherty
Phil Flaherty

4TH STREET

Second Floor



LAS VEGAS BLVD

EXHIBIT “B”

Intentionally left blank

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.

EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
Barriick-GSG L.L.C. DBA Goldspike		Subject Matter of Contract/Agreement: Lease of 25 Parking Spaces @ Stewart Ave Garage	
Name Attn: Phil Flaherty			
Address 1 Main St. LV NV 89101			
EIN or Social Security # - - - - 14-1866630			

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.	100% Barriick Gaming Operations LLC	#1 Main St. LV NV	386-2522
2.	100% Barriick Gaming Investments, LLC	#1 Main St. LV NV	386-2522
3.	100% Barriick Gaming Corp	#1 Main St. LV NV	386-2522
4.	100% Barriick Corp	1 Main St. LV NV	386-2522
5.	25% Stephen A. Crystal	1 Main St. LV NV	386-2522
6.	75% Barriick Properties Inc	1 Main St LV NV	386-2522
7.	33 1/3% D.W. Barriick	1 Main St LV NV	386-2522
8.	33 1/3% Frede Barriick	1 Main St LV NV	386-2522
9.	33 1/3% Monte Barriick	1 Main St LV NV	386-2522
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: 1

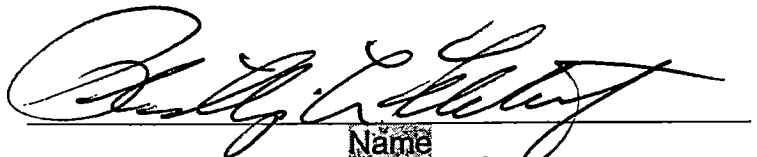
EXHIBIT "C"

Block 5: Disclosure of Ownership and Principals - Alternate

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

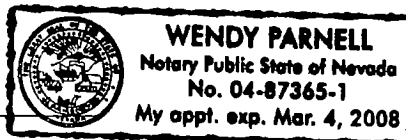
Name of Attached Document: Disclosure of Ownership
Date of Attached Document: 4/20/04 Number of Pages: 1

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.


Name
4/20/04
Date

Subscribed and sworn to before me this 20th
day of

April, 2004.
Wendy Parnell
Notary Public



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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 Lease Agreement to lease 5 parking spaces on the surface parking lot located at the southeast corner of Clark Avenue and Las Vegas Boulevard South to the Boulevard Hotel (\$350 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$350 monthly revenue

☐

Budget Funds Available

Dept./Division: PW/Real Estate & Assets

☐

Augmentation Required

Funding Source: Park Enterprise Fund

PURPOSE/BACKGROUND:

Staff received an unsolicited letter of proposal from the Boulevard Hotel on 4/12/04, expressing their desire to lease 5 parking spaces in the lot located at 501 Las Vegas Boulevard South for use by their employees/residents. Each parking space will be leased at a monthly rate of \$70 = \$350 monthly incoming revenue. The lease term is month-to-month and the Boulevard Hotel will be responsible for providing their own liability insurance.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Parking Lot Lease Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 4 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, summarized that this agreement is for five parking spaces at the site commonly known as the "Bulldog" parking lot. The month-to-month lease term allows for the possibility of a future development agreement. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004
PUBLIC WORKS

Item 4 - Discussion and possible action regarding a Lease Agreement to lease 5 parking spaces on the surface parking lot located at the southeast corner of Clark Avenue and Las Vegas Boulevard South to the Boulevard Hotel (\$350 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:15 – 3:16)

1-118

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (hereinafter referred to as "Lease") is 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 "Landlord"), and BOULEVARD HOTEL LLC, (hereinafter referred to as "Tenant").

Landlord and Tenant hereby agree to the following terms and conditions:

1. **LEASE OF PREMISES:** On the terms and conditions set forth below, Landlord hereby leases to Tenant, and Tenant leases from Landlord, five (5) parking spaces (the "Premises") situated on the parking lots described and depicted in Exhibit "A" (Site Map) attached hereto and made a part of this Lease.

2. **LEASE PROVISIONS:**

2.1 **TERM:** The term of this Lease shall be month-to-month term, commencing on the date first set forth above and continuing until either party provides thirty (30) calendar days written notification of termination in accordance with Section 5.3, unless Landlord exercises its right to terminate in the event of default as provided in Section 3. This Lease may be terminated with or without cause by either party providing the other thirty (30) days advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 30-day notification period ends.

2.2 **REDUCTION IN PARKING SPACES:** Landlord has the option of reducing the number of parking spaces leased to Tenant by providing Tenant with thirty (30) days written notice prior to the effective date of the reduction. The remaining terms of the Lease shall remain in full force and effect.

2.3 **PERMITTED USE:** The parking spaces shall be used for off-street motor vehicle parking for the Tenant and for no other purpose without the written consent of Landlord.

2.4 **COMPENSATION:** Tenant agrees to pay Landlord the amount of Seventy Dollars (\$70.00) per month or part thereof for each parking space leased to Tenant during the term of the Lease. Tenant agrees to pay Landlord the rent monthly in advance on the first (1st) day of each and every calendar month during the term of this Lease. If the City's Accounting Division does not receive payment by the fifteenth (15) of each month, the rent is considered late and subject to a ten percent (10%) penalty payment. The first rental payment will be due the first day of the month following the date first set forth above.

2.5 INSURANCE: During the existence of this Lease, the Tenant shall procure and maintain general comprehensive liability insurance for bodily injury and property damage in the amount of One Million and No/100ths Dollars (\$1,000,000.00) combined single limit. The Tenant shall provide the Landlord with the proper certificates of insurance or endorsements evidencing the coverage required herein. The Landlord, the City of Las Vegas, its officers, employees, agents, consultants and volunteers must be expressly covered as additional insured parties under the insurance coverage required herein.

The Tenant shall provide renewal certificates for insurance coverage required herein that expires during the existence of this Lease within thirty (30) calendar days prior to the expiration date of said insurance.

The insurance coverage required herein must provide for a thirty (30) day written notice to the Landlord before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

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

2.6 MAINTENANCE AND UTILITIES: Landlord shall maintain the Premises in good order; shall make all necessary repairs on a timely basis and shall perform cleaning duties on a regular basis.

2.7 COMPLIANCE WITH LAWS: During the term of this Lease, Tenant shall not use or knowingly permit any person to use all or any portion of the parking lots or leased spaces in any manner which violates any laws, ordinances or regulations of the United States; the State of Nevada; Clark County, Nevada; or the City of Las Vegas, Nevada; or any other governmental authority having jurisdiction over the Premises.

2.8 HAZARDOUS WASTE: Tenant shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited on or in the Premises by Tenant, its agents, employees, contractors, invitees or sublessees without the Landlord's consent.

2.9 SURRENDER OF PREMISES: Upon the expiration or termination of this Lease, Tenant shall return the Premises to Landlord in a reasonably clean condition and in good order, except normal wear and tear. Any damage to the Premises resulting from Tenant's use or removal of Tenant's fixtures, furnishings and equipment shall be repaired by Tenant at Tenant's expense.

2.10 ACCESS TO PREMISES: Landlord shall deliver to Tenant the right to use, possession and occupancy of the Premises. Tenant acknowledges that Landlord will have unrestricted access to the Premises throughout the term of this Lease, unless Landlord deems it necessary under certain situations or conditions to not allow access to the Premises. Landlord agrees to provide reasonable timely notice to Tenant in the event access is not allowed to the Premises.

2.10 SIGNAGE: Tenant is responsible for posting signs to designate the leased parking spaces with appropriate signage for identification at Tenant's cost.

3. DEFAULT:

3.1 The following events of any one or more of them shall be events of default under this Lease:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any compensation to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notification is issued that payment is delinquent.
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease for thirty (30) days after written notice from Landlord to Tenant.

3.2 If there is an event of default under this Lease, Landlord may terminate this Lease by a notice in writing to Tenant on a date (Termination Date) specified in the notice (which may be the date the notice is given), without any right by the Tenant to reinstate its rights by paying any compensation or other sum which is due or otherwise curing the situation which constituted an event of default. On the Termination Date, the term of this Lease shall terminate as fully and with the same effect as if that were the date of termination specified in Section 2.1.

4. INDEMNIFICATION: Tenant shall defend, indemnify and hold Landlord harmless against and from loss, liability and claims of any kind for loss or damage to property, or for any injury to or death of any person arising out of Tenant's use and occupancy of the Premises, or any work or activity allowed or suffered by Tenant on or about the Premise.

5. MISCELLANEOUS:

5.1 **ASSIGNMENT AND SUBLETTING:** Tenant 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 Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this Section 5.1 shall be null and void and constitute a breach of this Lease.

5.2 **PRIOR AGREEMENTS AND AMENDMENTS:** This Lease contains all of the agreements and understanding of the parties with respect to any matter covered or mentioned in this Lease, and no other agreements or understandings shall be effective for any purpose. No provision of this Lease may be amended or added except by a written amendment signed by both Landlord and Tenant.

5.3 **NOTICES:** Any notice or other communication required or permitted to be given under this Lease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time,

specify in writing to the other party in the manner described above:

LANDLORD:

City of Las Vegas
Attn.: Public Works/Real Estate & Assets
400 Stewart
4th Floor
Las Vegas, Nevada 89101
Phone (702) 229-1020
Fax (702) 384-0527

COPY TO:

City of Las Vegas
Attn.: City Attorney's Office
400 Stewart
9th Floor
Las Vegas, Nevada 89101
Phone (702) 229-6201
Fax (702) 386-1749

TENANT:

Boulevard Hotel
Attn: Nader Janati-Ataei
525 S. Las Vegas Boulevard
Las Vegas, NV 89101
Phone (702) 671-0200 Ext. 100
(702) 375-6631
Fax (702) 671-0271

5.4 TIME OF THE ESSENCE: Time is of the essence of this Lease and each and every term, condition and provision hereof.

5.5 NO WAIVER: No waiver of any of the provisions of this Lease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.6 **COUNTERPARTS:** This Lease may be executed in three (3) counterparts, each of which shall be deemed to be an original.

5.7 **HEADINGS AND INTERPRETATION:** Headings used in this Lease are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Lease shall include all sections and subsections related thereto.

5.8 **CHOICE OF LAW:** This Lease and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

5.9 **SEVERABILITY:** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

5.10 **RELATIONSHIP OF THE PARTIES:** The parties agree that their relationship is that of Tenant and Landlord, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Lease be deemed to create any form or business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

5.11 **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.

5.12 **MODIFICATIONS OR AMENDMENTS:** Upon approval of this initial Lease by the City Council and after it has been fully executed by signature of all parties, the 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, or to amend this Lease during the original term of this Lease. 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 Lease shall be valid unless in writing and signed by all parties hereto.

...

...

5.13 DISCLOSURE OF PRINCIPALS: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Tenant warrants that it has disclosed, on the form attached as Exhibit "C" hereto, all principals, including partners, of Tenant, as well as all persons and entities holding more than a 1% interest in Tenant, or any principal of Tenant. If Tenant, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit "C", the requirement of this Section shall be satisfied. Throughout the term hereof, Tenant shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives the day and year first written above.

"Landlord"

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

"Tenant"

BARBARA JO RONEMUS, City Clerk

BOULEVARD HOTEL

APPROVED AS TO FORM:

Thomas R. Gran 4/16/04
Deputy City Attorney Date

By N. J. Tate
4/20/04



Site Map

Real Estate & Asset Mgmt



4/14/2004

EXHIBIT “B”

Intentionally left blank

EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
Boulevard Hotel Name Boulevard Hotel LLC Address 525 S Las Vegas Blvd Las Vegas NV 89101 EIN or Social Security # 134232256		Subject Matter of Contract Agreement	

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.	Alider Tanatitaxi	525 S Las Vegas Blvd Las Vegas NV 89101	(702) 644-6600 x1100
2.	Sandra Tanatitaxi	1 / 1 / 1 / 1	1 / 1 / 1 / 1
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: _____

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.

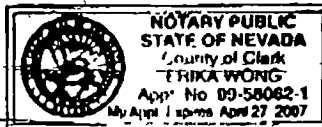
U. J. [Signature]
Name

4-23-04
Date

Subscribed and sworn to before me this 23rd
day of

April, 2004.

Erika Wong
Notary Public



2004

P.10

(702) 384-0527

PUBLIC WORKS REAL ESTATE

Apr 14 04 11:05a

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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 Lease Agreement lease 2 parking spaces on the surface parking lot located at the southeast corner of Clark Avenue and Las Vegas Boulevard South to Fredrickson, Mazeika & Grant, LLP (\$150 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$150 monthly revenue

☐

Budget Funds Available

Dept./Division: PW/Real Estate & Assets

☐

Augmentation Required

Funding Source: Park Enterprise Fund

PURPOSE/BACKGROUND:

Staff received an unsolicited letter of proposal from Fredrickson, Mazeika & Grant, LLP on 4/13/04, expressing their desire to lease 2 parking spaces in the lot located at 501 Las Vegas Boulevard South for use by their employees. Each parking space will be leased at a monthly rate of \$75 = \$150 monthly incoming revenue. The lease term is month-to-month and Fredrickson, Mazeika & Grant, LLP will be responsible for providing their own liability insurance.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Parking Lot Lease Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 5 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, outlined the month-to-month lease of two parking spaces to an area law firm. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004

PUBLIC WORKS

Item 5 - Discussion and possible action regarding a Lease Agreement lease 2 parking spaces on the surface parking lot located at the southeast corner of Clark Avenue and Las Vegas Boulevard South to Fredrickson, Mazeika & Grant, LLP (\$150 monthly revenue - Park Enterprise Fund) - Ward 5 (Weekly)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:16)

1-139

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (hereinafter referred to as "Lease") is 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 "Landlord"), and FREDRICKSON, MAZEIKA, & GRANT, LLP, (hereinafter referred to as "Tenant").

Landlord and Tenant hereby agree to the following terms and conditions:

1. **LEASE OF PREMISES:** On the terms and conditions set forth below, Landlord hereby leases to Tenant, and Tenant leases from Landlord, two (2) parking spaces (the "Premises") situated on the parking lots described and depicted in Exhibit "A" (Site Map) attached hereto and made a part of this Lease.

2. **LEASE PROVISIONS:**

2.1 **TERM:** The term of this Lease shall be month-to-month term, commencing on the date first set forth above and continuing until either party provides thirty (30) calendar days written notification of termination in accordance with Section 5.3, unless Landlord exercises its right to terminate in the event of default as provided in Section 3. This Lease may be terminated with or without cause by either party providing the other thirty (30) days advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 30-day notification period ends.

2.2 **REDUCTION IN PARKING SPACES:** Landlord has the option of reducing the number of parking spaces leased to Tenant by providing Tenant with thirty (30) days written notice prior to the effective date of the reduction. The remaining terms of the Lease shall remain in full force and effect.

2.3 **PERMITTED USE:** The parking spaces shall be used for off-street motor vehicle parking for the Tenant and for no other purpose without the written consent of Landlord.

2.4 **COMPENSATION:** Tenant agrees to pay Landlord the amount of Seventy Five Dollars (\$75.00) per month or part thereof for each parking space leased to Tenant during the term of the Lease. Tenant agrees to pay Landlord the rent monthly in advance on the first (1st) day of each and every calendar month during the term of this Lease. If the City's Accounting Division does not receive payment by the fifteenth (15) of each month, the rent is considered late and subject to a ten percent (10%) penalty payment. The first rental payment will be due the first day of the month following the date first set forth above.

2.5 INSURANCE: During the existence of this Lease, the Tenant shall procure and maintain general comprehensive liability insurance for bodily injury and property damage in the amount of One Million and No/100ths Dollars (\$1,000,000.00) combined single limit. The Tenant shall provide the Landlord with the proper certificates of insurance or endorsements evidencing the coverage required herein. The Landlord, the City of Las Vegas, its officers, employees, agents, consultants and volunteers must be expressly covered as additional insured parties under the insurance coverage required herein.

The Tenant shall provide renewal certificates for insurance coverage required herein that expires during the existence of this Lease within thirty (30) calendar days prior to the expiration date of said insurance.

The insurance coverage required herein must provide for a thirty (30) day written notice to the Landlord before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

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

2.6 MAINTENANCE AND UTILITIES: Landlord shall maintain the Premises in good order; shall make all necessary repairs on a timely basis and shall perform cleaning duties on a regular basis.

2.7 COMPLIANCE WITH LAWS: During the term of this Lease, Tenant shall not use or knowingly permit any person to use all or any portion of the parking lots or leased spaces in any manner which violates any laws, ordinances or regulations of the United States; the State of Nevada; Clark County, Nevada; or the City of Las Vegas, Nevada; or any other governmental authority having jurisdiction over the Premises.

2.8 HAZARDOUS WASTE: Tenant shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited on or in the Premises by Tenant, its agents, employees, contractors, invitees or sublessees without the Landlord's consent.

2.9 SURRENDER OF PREMISES: Upon the expiration or termination of this Lease, Tenant shall return the Premises to Landlord in a reasonably clean condition and in good order, except normal wear and tear. Any damage to the Premises resulting from Tenant's use or removal of Tenant's fixtures, furnishings and equipment shall be repaired by Tenant at Tenant's expense.

2.10 ACCESS TO PREMISES: Landlord shall deliver to Tenant the right to use, possession and occupancy of the Premises. Tenant acknowledges that Landlord will have unrestricted access to the Premises throughout the term of this Lease, unless Landlord deems it necessary under certain situations or conditions to not allow access to the Premises. Landlord agrees to provide reasonable timely notice to Tenant in the event access is not allowed to the Premises.

2.10 SIGNAGE: Tenant is responsible for posting signs to designate the leased parking spaces with appropriate signage for identification at Tenant's cost.

3. DEFAULT:

3.1 The following events of any one or more of them shall be events of default under this Lease:

a. If Tenant abandons or vacates the Premises; or

b. If Tenant fails to pay any compensation to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notification is issued that payment is delinquent.

c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease for thirty (30) days after written notice from Landlord to Tenant.

3.2 If there is an event of default under this Lease, Landlord may terminate this Lease by a notice in writing to Tenant on a date (Termination Date) specified in the notice (which may be the date the notice is given), without any right by the Tenant to reinstate its rights by paying any compensation or other sum which is due or otherwise curing the situation which constituted an event of default. On the Termination Date, the term of this Lease shall terminate as fully and with the same effect as if that were the date of termination specified in Section 2.1.

4. **INDEMNIFICATION:** Tenant shall defend, indemnify and hold Landlord harmless against and from loss, liability and claims of any kind for loss or damage to property, or for any injury to or death of any person arising out of Tenant's use and occupancy of the Premises, or any work or activity allowed or suffered by Tenant on or about the Premise.

5. MISCELLANEOUS:

5.1 **ASSIGNMENT AND SUBLETTING:** Tenant 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 Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this Section 5.1 shall be null and void and constitute a breach of this Lease.

5.2 **PRIOR AGREEMENTS AND AMENDMENTS:** This Lease contains all of the agreements and understanding of the parties with respect to any matter covered or mentioned in this Lease, and no other agreements or understandings shall be effective for any purpose. No provision of this Lease may be amended or added except by a written amendment signed by both Landlord and Tenant.

5.3 **NOTICES:** Any notice or other communication required or permitted to be given under this Lease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time,

specify in writing to the other party in the manner described above:

LANDLORD:

City of Las Vegas
Attn.: Public Works/Real Estate & Assets
400 Stewart
4th Floor
Las Vegas, Nevada 89101
Phone (702) 229-1020
Fax (702) 384-0527

COPY TO:

City of Las Vegas
Attn.: City Attorney's Office
400 Stewart
9th Floor
Las Vegas, Nevada 89101
Phone (702) 229-6201
Fax (702) 386-1749

TENANT:

Fredrickson, Mazeika & Grant, LLP
Attn: Linda Susan Roth
333 South Sixth Street Suite 230
Las Vegas, NV 89101
Phone (702) 384-4048
Fax (702) 384-4484

5.4 TIME OF THE ESSENCE: Time is of the essence of this Lease and each and every term, condition and provision hereof.

5.5 NO WAIVER: No waiver of any of the provisions of this Lease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.6 **COUNTERPARTS:** This Lease may be executed in three (3) counterparts, each of which shall be deemed to be an original.

5.7 **HEADINGS AND INTERPRETATION:** Headings used in this Lease are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Lease shall include all sections and subsections related thereto.

5.8 **CHOICE OF LAW:** This Lease and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

5.9 **SEVERABILITY:** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

5.10 **RELATIONSHIP OF THE PARTIES:** The parties agree that their relationship is that of Tenant and Landlord, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Lease be deemed to create any form or business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

5.11 **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.

5.12 **MODIFICATIONS OR AMENDMENTS:** Upon approval of this initial Lease by the City Council and after it has been fully executed by signature of all parties, the 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, or to amend this Lease during the original term of this Lease. 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 Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by all parties hereto.

...

...

5.13 DISCLOSURE OF PRINCIPALS: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Tenant warrants that it has disclosed, on the form attached as Exhibit "C" hereto, all principals, including partners, of Tenant, as well as all persons and entities holding more than a 1% interest in Tenant, or any principal of Tenant. If Tenant, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit "C", the requirement of this Section shall be satisfied. Throughout the term hereof, Tenant shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives the day and year first written above.

"Landlord"

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

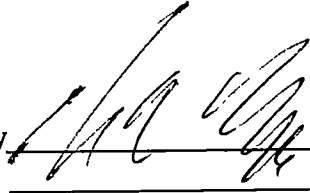
"Tenant"

BARBARA JO RONEMUS, City Clerk

FREDRICKSON, MAZEIKA, & GRANT, LLP

APPROVED AS TO FORM:

Thomas R. Green 4/16/04
Deputy City Attorney Date

By 



Site Map

Real Estate & Asset Mgmnt



4/14/2004

EXHIBIT "B"

Intentionally left blank

EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity (Name)	Block 2 Description
Fredrickson Mazeika	Subject Matter of Contract Agreement
Name + Grant, LLP	Parking Lot
Address 333 S. Sixth St. #230	Lease
EIN or Social Security # 330461407	

Las Vegas, NV 89101

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.	DENNIS FREDRICKSON / MANAGING PARTNER	550 H. C ST., STE. 1410 SAN DIEGO CA 92101	619-234-1722
2.	THOMAS MAZEIKA / PARTNER	333 S. SIXTH ST., STE. 230 LAS VEGAS, NV 89101	702-384-4048
3.	TIMOTHY GRANT / PARTNER	550 H. C ST., STE. 1410 SAN DIEGO, CA 92101	619-234-1722
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: _____

2004

EXHIBIT "C"

Block 6 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

Sam. J. White

Name

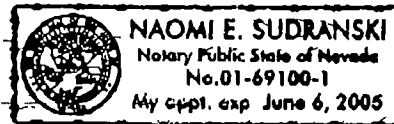
4/14/04

Date

Subscribed and sworn to before me this 19th
day of

April, 2004.

Naomi E. Sudranski
Notary Public



2004

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: MAY 3, 2004**

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action utilizing a maximum of \$95,000 of Redevelopment Set Aside Funds to purchase the residential property located at 807 Lawry Avenue from Wells Fargo Bank prior to a foreclosure sale - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$95,000**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh. Devel.**☐**Augmentation Required****Funding Source: Redevelopment Set Aside Funds****PURPOSE/BACKGROUND:**

Neighborhood Services Department has received notice from Wells Fargo Bank that the owner of 807 Lawry Avenue is in default. The Department has invested \$49,521.42 of HUD HOME Program Funds in the property to make it affordable to the homeowner. If the homeowner does not cure the default by June 17, 2004, the Department will purchase the property from Wells Fargo Bank for a sum not to exceed \$95,000 and resell it subsequently. By so doing, the property can be kept as "Affordable" and the City of Las Vegas will not have to reimburse HUD for the \$49,521.42.

RECOMMENDATION:

The Real Estate Committee recommends the purchase and subsequent resale of the residential property.

BACKUP DOCUMENTATION:

Notice of Default letter from Wells Fargo dated March 22, 2004

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 6 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

SUE PRESCOTT, Neighborhood Services, indicated that the property at 807 Lawry is going into foreclosure. HOME funds have been invested into that property. Staff is requesting to use Redevelopment Funds to purchase the property for future resale. That will save the City from having to repay the HOME funds as well as create a 20-year period of affordability on that property. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004

NEIGHBORHOOD SERVICES

Item 6 - Discussion and possible action utilizing a maximum of \$95,000 of Redevelopment Set Aside Funds to purchase the residential property located at 807 Lawry Avenue from Wells Fargo Bank prior to a foreclosure sale - Ward 5 (Weekly)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:16 – 3:17)

1-159



March 22, 2004

City of Las Vegas
Neighborhood Services Dept
400 E Stewart 2nd Floor
Las Vegas, NV 89101-2986

Certified No 7002 3150 0005 4016 3809

RE: NOTICE OF DEFAULT NO. 2004-18

COLISHA SENEKINS
Property Address: 807 Lawry Street
Las Vegas, Nevada 89106

Enclosed is a copy of the Notice of Default and Election to Sell which we are mailing to you on behalf of the Beneficiary

Nevada law provides that before a sale of the property can be held, a period of three months must expire from the date the Notice of Default was recorded and mailed, whichever occurs last. In the event the trustor does not cure the default, upon the expiration of the three-month period, June 17, 2004, a sale date will be set and a Notice of Trustee's Sale will be prepared by this office. The Notice of Trustee's Sale will then be published, posted and mailed as required by law.

Should you have any questions regarding this document, please do not hesitate to contact the undersigned at (775) 689-6167

American Securities Company of Nevada

A handwritten signature in cursive script that reads "Philomena Plunket".

Philomena Plunket
Authorized Representative

enclosure

APN #139-21-601-005
F/C No. 2004-18

80400034-DK

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER
RECORDED AT THE REQUEST OF:
LAND TITLE OF NEVADA

03-17-2004

14:32

JYB

BOOK/INSTR: 20040317-02885
BREACH

FEE:
RPTT:

15.00
.00

PAGE COUNT:

2

RECEIPT/CONF. COPY - HAS NOT BEEN COMPARED TO THE ORIGINAL

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

In the matter of the Deed of Trust made and executed by Colisha M. Jenkins, a single person, TRUSTOR and American Securities Company of Nevada, as duly authorized TRUSTEE.

SAID Deed of Trust is dated February 14, 2002 and recorded February 28, 2002 as Instrument No. 03057, Book 20020228, of Official Records in the Office of the County Recorder of Clark County, Nevada, securing among other obligations, one note in the amount of \$83,320.00 in favor of Wells Fargo Home Mortgage, Inc., as Beneficiary.

NOTICE IS HEREBY GIVEN that the breach of an obligation for which said Deed of Trust is a security has occurred in that there has been a default(s) in the payment of the principal and interest due on November 1, 2003.

THERE IS NOW OWING AND UNPAID upon said note the principal sum of \$81,639.03 plus arrearages now owing and unpaid through March 11, 2004 in the amount of \$3,528.96, principal and interest, plus any late charges, taxes and/or miscellaneous fees hereafter incurred.

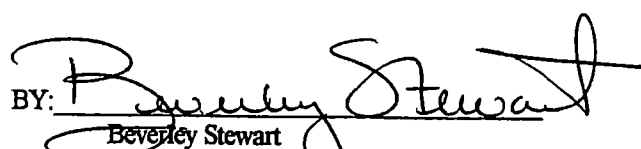
By reason of said breach and default, it is hereby declared that the whole of said unpaid amount of said note and all other sums secured by said Deed of Trust are immediately due and payable, and notice is hereby given of the election of the undersigned to cause TRUSTEE to sell the property described in the Deed of Trust in the manner provided therein; and

NOTICE IS FURTHER HEREBY GIVEN that the beneficiary has heretofore executed and delivered to said TRUSTEE a written declaration of said breach and default and a written demand for the sale of said property.

March 11, 2004

WELLS FARGO HOME MORTGAGE, INC.

BY:


Beverley Stewart

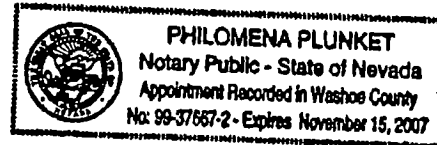
Assistant Vice President

STATE OF NEVADA)
)
COUNTY OF WASHOE)

On this 11th day of March, 2004 personally appeared before me, Beverley Stewart, known to me to be the person who executed the foregoing instrument, or proved to be the same based upon the presentation of satisfactory evidence, and who acknowledged that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

Philomena Plunket

Notary Public



Recording requested by:
Please mail recorded document to:

Wells Fargo Bank, N.A.
C/o American Securities Company of Nevada
Attn: Philomena Plunket
5340 Kietzke Lane #101
Reno, NV 89511

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 3, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Weekly and Councilwoman Moncrief

Discussion and possible action using 18% Set Aside Funds to repay \$500,000 of Community Development Block Grant funding used to purchase property located at Madison Avenue and M Street to facilitate the construction of ten single-family homes - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$500,000

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source: 18% Set Aside Funds

PURPOSE/BACKGROUND:

On February 19, 2003, City Council approved reprogramming of \$500,000 in CDBG Funds from completed and canceled projects to Westside New Pioneers for the acquisition and soft costs of land located at the Northeast corner of Madison Avenue and M Street. The City has since assumed ownership of the property and Neighborhood Services is now requesting approval to exchange the \$500,000 in CDBG Funds with \$500,000 in 18% Set Aside Funds to facilitate the construction of ten single-family homes.

RECOMMENDATION:

Staff recommends that the City Council approve the exchange of \$500,000 in CDBG Funds with \$500,000 in 18% Set Aside Funds to facilitate the construction of ten single-family homes.

BACKUP DOCUMENTATION:

None

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 7 be forwarded to the Full Council with a "DO PASS" recommendation. **COUNCILMAN WEEKLY** concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF MAY 3, 2004

NEIGHBORHOOD SERVICES

Item 7 - Discussion and possible action using 18% Set Aside Funds to repay \$500,000 of Community Development Block Grant funding used to purchase property located at Madison Avenue and M Street to facilitate the construction of ten single-family homes - Ward 5 (Weekly)

MINUTES – Continued:

SUE PRESCOTT, Neighborhood Services, advised that original the purchase of the property was with Community Development Block Grant (CDBG) funds by a community-based development organization. That organization has since returned the property to the City. CDBG funds for affordable housing are very limited. In this case, repayment with the 18% set aside funding will open the process to other non-profit organizations to develop this property. Staff recommended approval.

JAMES VERNON expressed concern with the type of development proposed, and area residents were opposed to the type of housing proposed. He confirmed with MS. PRESCOTT that the plan is to seek a new developer to build affordable housing, preferably single-family homes. The representative of the Ward 5 will probably make the ultimate decision as to the type of housing.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:17 – 3:19)

1-186

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 3, 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:

AL GALLEGO, citizen of Las Vegas, thanked COUNCILWOMAN MONCRIEF and MR ROARK for demolition of the Laurelwood Apartments. With regard to the Sky Vue Mobile Home Park, he wants to assist one of the residents with the moving of his unit. Unfortunately, there are other mobile home parks in equally bad shape that the City should prepare for.

(3:19 – 3:21)

1-260

THE MEETING ADJOURNED AT 3:21 P.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
June 7, 2004