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, AUGUST 2, 2004
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILWOMAN MONCRIEF AND COUNCILMAN WOLFSON

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 dedication of required Rights-of-Way by Office District Parking I, Inc., to the City of Las Vegas on land located at the southeast corner of 3rd Street and Bonneville Avenue, APN 139-34-311-095 to -102 and -105 to -110 - Ward 1 (Moncrief)

2. Discussion and possible action regarding a transfer of title by Quitclaim Deed to the Redevelopment Agency from the City of Las Vegas for the historic Fifth Street School building and site, APN 139-34-303-001 - Ward 1 (Moncrief)

3. Discussion and possible action regarding an Amendment to Agreement to Negotiate Exclusively to extend the negotiation period between CityMark Development, LLC, (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres, APN 139-34-311-095 to –102 and –105 to -110 (receipt of additional $50,000 deposit) - Ward 1 (Moncrief)

4. Discussion and possible action regarding a Memorandum of Understanding with Nevada Power Company for a substation in the vicinity of Elkhorn Road and Fort Apache Road - Ward 6 (Mack)

5. Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 7,128 square feet of an easement area located on the south side of Harris Avenue West of Mojave Road, APN 139-25-405-008 ($45,500 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

6. Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 2,938 square feet of an easement area located north of Harris Avenue and west of Mojave Road, APN 139-25-303-014 and 015 ($33,000 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

7. Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 5,621 square feet of an easement area located south of Washington Avenue and west of Mojave Road, APN 139-25-303-001 ($30,500 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

8. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Urban Chamber of Commerce for 1,280 square feet of office space in the City owned portion of Nucleus Plaza, located at 1052 West Owens Avenue ($1,408 monthly revenue - HUD/Community Development Block Grant/Nevada State Welfare/Nucleus Plaza-Common Area Maintenance/Miscellaneous Rentals) - Ward 5 (Weekly)

112

9. Discussion and possible action regarding a Second Amendment to Interlocal Contract between the City of Las Vegas and the Board of Regents of the University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas, School of Architecture for additional office space located at 400 South Las Vegas Boulevard - Ward 1 (Moncrief)

10 Discussion and possible action regarding Angel Park Golf, LLC, to become the temporary current holder and "Party" of the restated Management Agreement dated September 15, 1999, for the Angel Park Golf Course - Ward 2 (Wolfson)

11. Approval to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B. Sports Golf Management (AP), LLC, and Angel Park Golf, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMITTEE. NO SUBJECT MAY BE ACTED UPON BY THE COMMITTEE UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
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

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 **July, 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 **2nd** day of **August, 2004,** was deposited in the United States Mail, Postage prepaid, First Class 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

28th day of July, 2004

NOTARY PUBLIC in and for said ~~County and~~ State

Notary Public-State Of Nevada
COUNTY OF CLARK
JO A WILLIAMS
My Appointment Expires
January 12, 2006
No 98-0389-1

AFFIDAVIT OF POSTING
(Posting 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 **July, 2004** at the hour of **4:00 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 **2nd** day of **August, 2004,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
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.
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Grant Sawyer Building, 555 S. Grand Central Parkway

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

28th day of July, 2004

NOTARY PUBLIC in and for said County and State

Notary Public State Of Nevada
COUNTY OF CLARK
JO A WILLIAMS
My Appointment Expires
January 12, 2006
No 98-0389-1

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

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

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILMAN WOLFSON

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, REAL ESTATE, ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO and DEPUTY CITY CLERK YDOLEENA YTURRALDE

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
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)

1-1

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding dedication of required Rights-of-Way by Office District Parking I, Inc., to the City of Las Vegas on land located at the southeast corner of 3rd Street and Bonneville Avenue, APN 139-34-311-095 to -102 and -105 to -110 - Ward 1 (Moncrief)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

In consideration of $1.00 and other valuable consideration, Office District Parking I, Inc., will grant, bargain and convey to the City of Las Vegas, a municipal corporation of the State of Nevada and to its assigns forever, all rights to title in and interest in the real property situated in the City of Las Vegas, bound and described as follows in Exhibit "A".

RECOMMENDATION:

Authorize the City Manager, acting as President of Office District Parking I, Inc., to execute the Grant Deed for the required rights-of-way.

BACKUP DOCUMENTATION:

1. Site Map
2. Right-of-Way Map
3. Grant Deed

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON 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.

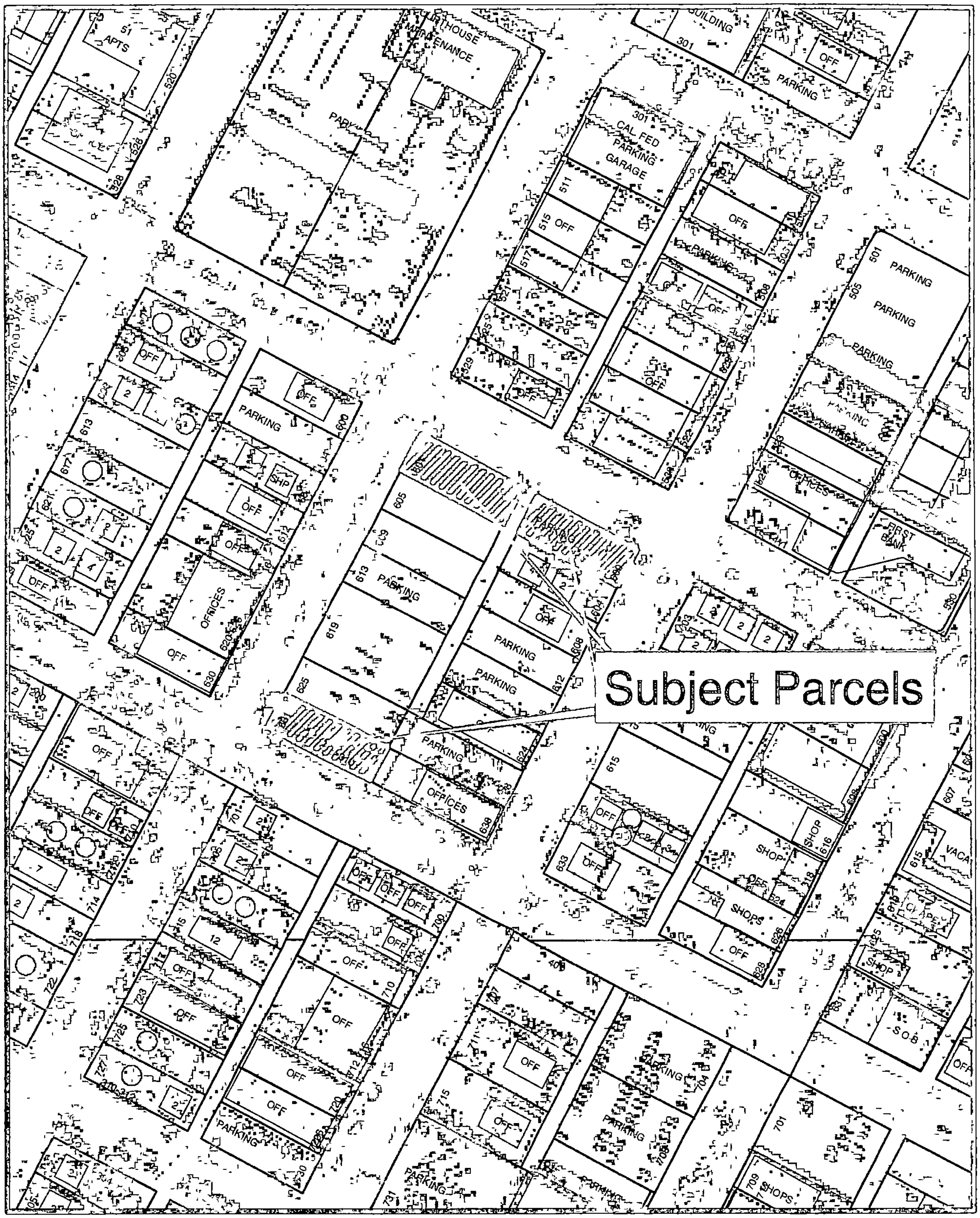
DAVID ROARK, Asset Management Division Manager, stated the right of way is needed for future development and recommended approval.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Business Development
Item 1 – Discussion and possible action regarding dedication of required Rights-of-Way by Office District Parking I, Inc., to the City of Las Vegas on land located at the southeast corner of 3rd Street and Bonneville Avenue, APN 139-34-311-095 to -102 and -105 to -110 - Ward 1 (Moncrief)

MINUTES – Continued:
No one appeared in opposition.

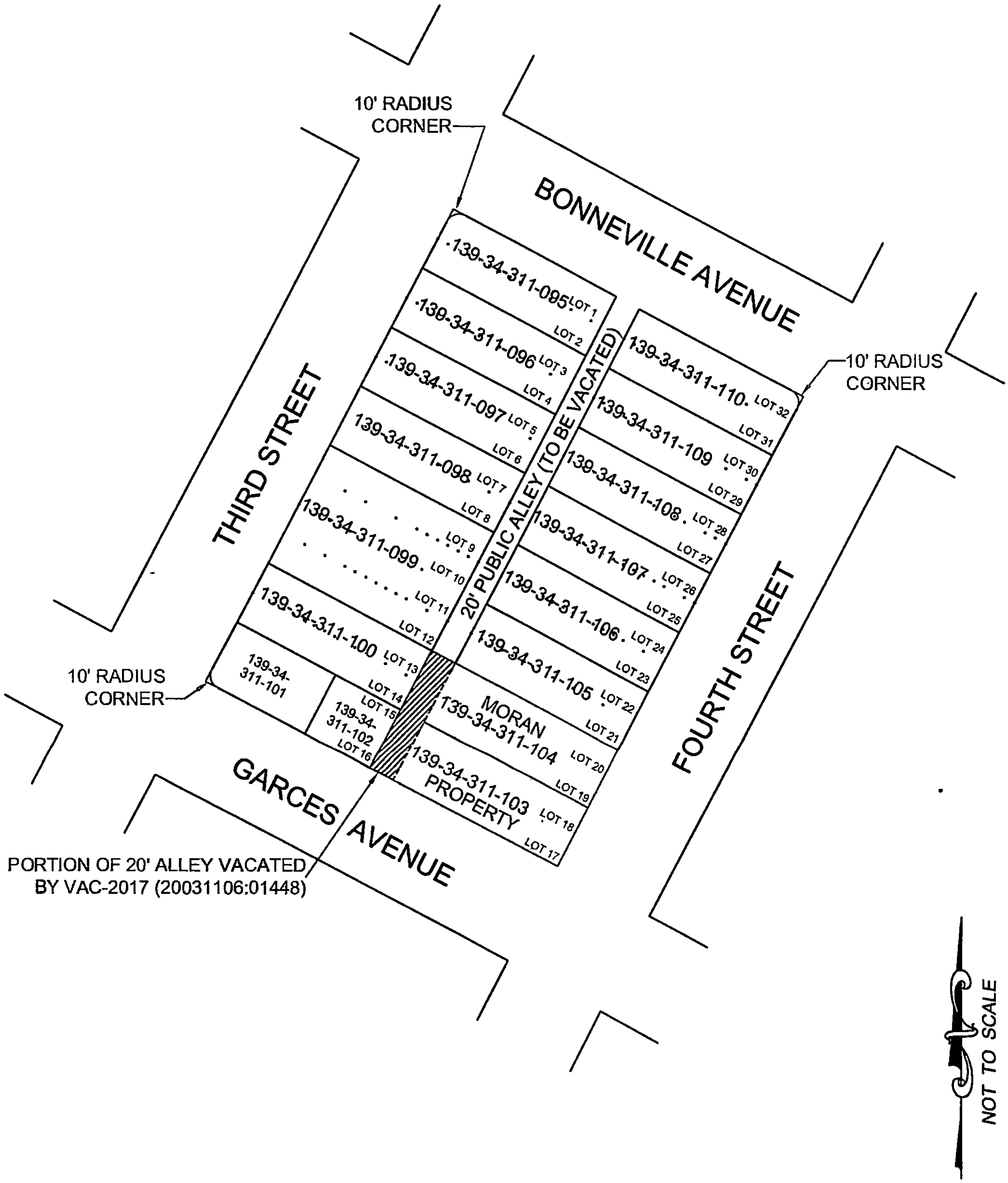
COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:03-3:04)


Subject Parcels
CAL FED
PARKING
GARAGE
FIRST
BANK
OFFICES
PARKING
OFF
SHOPS
APTS

Site Map

SW 1/4, SECTION 34, T20S, R61E, MDM
BLOCK 25 OF CLARK'S LAS VEGAS TOWNSITE
BOOK 1 OF PLATS, PAGE 37



BASIS OF BEARINGS: BOOK 1 OF PLATS, PAGE 37

APN: 139-34-311-095; 101; 110

**WHEN RECORDED MAIL & SEND
TAX STATEMENTS TO:
OFFICE DISTRICT PARKING I, INC.
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH:That **OFFICE DISTRICT PARKING I, INC., a Nevada nonprofit corporation,**

for and in consideration of $1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: **Dedication of three (3) radius corners located on the SEC of Bonneville & 3rd; NEC of Garces & 3rd; and the SWC of Bonneville & 4th St.**

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

APN: 139-34-311-095; 101; 110
OWNER: OFFICE DISTRICT PARKING I, INC.
TYPE DOC: GRANT DEED
LOCATION: SEC Bonneville & 3rd; NEC Garces & 3rd; SWC Bonneville & 4th

Witness ___________ hand ______ this _________ day of _______________, 2004.

OFFICE DISTRICT PARKING I, INC.

NAME: DOUGLAS A. SELBY	**NAME: STEVEN P. HOUCHENS**
TITLE: PRESIDENT	**TITLE: SECRETARY**

Approved as to form:

D. Pankiello 7/22/04
Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _______________ personally appeared before me, a Notary Public, ________________
(Date)

____
(Person(s) appearing before Notary)

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that __he__ executed the above instrument.

____
(Notary Public Signature)

DUE TO CLARK COUNTY RECORDING STANDARDS, PLEASE DO NOT WRITE/TYPE AND/OR STAMP WITHIN THE 1" BORDER OF THIS DOCUMENT

Exhibit ''A''

A.P.N. 139-34-311-095, -101, -110
RADIUS CORNERS DEDICATION FROM PARCELS OWNED BY
OFFICE DISTRICT PARKING I, INC.

Those portions of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of BLOCK 25 of the plat of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records, described as follows:

PARCEL 1 - SOUTHEAST CORNER OF BONNEVILLE AVE & THIRD ST

That triangular parcel of land, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; bounded on the northwest by the northwesterly line of said BLOCK 25; and bounded on the south by a curve, concave southerly and having a radius of 10.00 feet, said curve being tangent to the northeasterly line of said BLOCK 25 and tangent to the northwesterly line of said BLOCK 25.

PARCEL 2 - NORTHEAST CORNER OF GARCES AVE & THIRD ST

That triangular parcel of land, bounded as follows: bounded on the southwest by the southwesterly line of said BLOCK 25; bounded on the northwest by the northwesterly line of said BLOCK 25; and bounded on the east by a curve, concave easterly and having a radius of 10.00 feet, said curve being tangent to the southwesterly line of said BLOCK 25 and tangent to the northwesterly line of said BLOCK 25.

PARCEL 3 - SOUTHWEST CORNER OF BONNEVILLE AVE & FOURTH ST

That triangular parcel of land, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; bounded on the southeast by the southeasterly line of said BLOCK 25; and bounded on the west by a curve, concave westerly and having a radius of 10.00 feet, said curve being tangent to the northeasterly line of said BLOCK 25 and tangent to the southeasterly line of said BLOCK 25.

OWNER'S INITIALS__________

City of Las Vegas — Agenda Item No. 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

[ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a transfer of title by Quitclaim Deed to the Redevelopment Agency from the City of Las Vegas for the historic Fifth Street School building and site, APN 139-34-303-001 - Ward 1 (Moncrief)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

The City of Las Vegas currently owns the historic Fifth Street School building and site. The Redevelopment Agency Board has allocated up to $1,000,000 in Redevelopment Special Project Funds during FY 2005 toward the renovation and reuse of the property as a commercial retail and academic campus in the heart of the Office District. Given that the Redevelopment Agency will manage the property and future investments in it, City staff feels that it is appropriate to transfer title to the property to the Redevelopment Agency and allow them to manage it as a redevelopment asset for the community.

RECOMMENDATION:

Authorize transfer of Quitclaim Deed to Redevelopment Agency.

BACKUP DOCUMENTATION:

Quitclaim Deed

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON 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, Asset Management Division Manager, acknowledged the need to transfer title for redevelopment purposes and recommended approval.

City of Las Vegas

Agenda Item No. 2

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Business Development
Item 2 – Discussion and possible action regarding a transfer of title by Quitclaim Deed to the Redevelopment Agency from the City of Las Vegas for the historic Fifth Street School building and site, APN 139-34-303-001 - Ward 1 (Moncrief)

MINUTES – Continued:
No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04)
1-27

A.P.N. 139-34-303-001

QUITCLAIM DEED

By this instrument dated _______ day of ___________, 2004, for a valuable consideration, the City of Las Vegas, a municipal corporation of the State of Nevada, does hereby REMISE, RELEASE and FOREVER QUITCLAIM to the City of Las Vegas Redevelopment Agency, any and all interest in the following described real property in the State of Nevada, County of Clark:

See attached Exhibit "A" for complete legal description to be made a part hereof by reference herein.

MORE COMMONLY KNOWN AS:

400 S. Las Vegas Boulevard
Las Vegas, NV 89101

The purpose of this Quitclaim deed is to transfer title of land from the name of the City of Las Vegas to reflect title in the name of the City of Las Vegas Redevelopment Agency. Recording shall be paid by the City of Las Vegas Redevelopment Agency.

By:______________________________
CITY OF LAS VEGAS
OSCAR B. GOODMAN, MAYOR

ATTEST:

By:______________________________
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

By: Thomas R. Green 7/15/04
DEPUTY CITY ATTORNEY DATE

Witness my hand this _____ day of ________, 2004

STATE OF NEVADA)
COUNTY OF CLARK)s.s.

On ____________________________, 2004
Before me, a Notary Public personally appeared
__________________, personally known to me
(or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to this
instrument, and acknowledged that he executed it.

Signature ______________________
(Notary Public)

(Notarial Seal)

RECORDING REQUESTED BY:

Steven Van Gorp, Redevelopment Officer
City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

AFTER RECORDING MAIL TO:

Redevelopment Office of
City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATE IN THE LAS VEGAS VALLEY WATER DISTRICT, CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA AND BOUNDED AND DESCRIBED AS FOLLOWS:

THE PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE CENTER LINE OF LEWIS STREET; BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF FOURTH STREET; BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF CLARK STREET AND BOUNDED ON THE SOUTHEAST BY THE SOUTHWESTERLY AND NORTHEASTERLY PROLONGATIONS OF THE NORTHWESTERLY LINE OF FIFTH STREET (NOW LAS VEGAS BOULEVARD, SOUTH), AS SAID STREETS ABOVE NAMED ARE SHOWN ON PLAT OF CLARK'S LAS VEGAS TOWNSITE, ON FILE AND OF RECORD IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND IN BOOK "A" OF PLATS, PAGE 5, LINCOLN COUNTY, NEVADA, RECORDS.

SAID LAND IS ALSO DESCRIBED AS FOLLOWS:

SITUATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, TO WIT:

THAT CERTAIN TRACT OR PARCEL OF LAND LYING WITHIN THE CITY OF LAS VEGAS COUNTY OF CLARK, STATE OF NEVADA AND BEING A PORTION OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 39 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE NORTH 27°45'00" EAST ALONG THE NORTHEASTERLY PROLONGATION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH FOURTH STREET (30.00 FEET IN WIDTH) A DISTANCE OF 80.00 FEET TO THE NORTHEASTERLY CORNER OF THE INTERSECTION OF SOUTH FOURTH STREET AND CLARK STREET AS SHOWN BY SAID PLAT, THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 27°15'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH FOURTH STREET A DISTANCE OF 440.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE CENTER LINE OF LEWIS STREET (80.00 FEET IN WIDTH); THENCE SOUTH 62°15'00" EAST ALONG THE PROLONGATION OF THE AFOREMENTIONED CENTER LINE OF LEWIS STREET, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF LAS VEGAS BOULEVARD SOUTH (80.00 FEET IN WIDTH) FORMERLY KNOWN AS FIFTH STREET; THENCE SOUTH 27°45'00" WEST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF LAS VEGAS BOULEVARD SOUTH, A DISTANCE OF 440.00 FEET TO THE NORTHWEST CORNER OF THE INTERSECTION OF LAS VEGAS BOULEVARD SOUTH AND CLARK STREET (EACH 80.00 FEET IN WIDTH); THENCE NORTH 62°15'00" WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF CLARK STREET (80.00 FEET IN WIDTH) A DISTANCE OF 300.00 FEET TO THE TRUE POINT OF BEGINNING.

City of Las Vegas **Agenda Item No. 3**

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Amendment to Agreement to Negotiate Exclusively to extend the negotiation period between CityMark Development, LLC, (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres, APN 139-34-311-095 to –102 and –105 to -110 (receipt of additional $50,000 deposit) - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:

On June 2, 2004, ODP was authorized to enter into an Agreement to Negotiate Exclusively (Agreement) with CityMark to negotiate terms of a Disposition and Development Agreement (DDA). The negotiation period of the Agreement was sixty days (expiring August 1, 2004) with a $50,000 good faith deposit. CityMark and ODP have been engaged in good faith negotiations on terms of a DDA and an extension of the negotiation period to October 6, 2004, with an additional good faith deposit of $50,000, will allow for the completion of negotiations.

RECOMMENDATION:

Authorize the President of Office District Parking I, Inc., to execute an Amendment to Agreement to Negotiate Exclusively with CityMark Development, LLC, to extend the negotiation period to negotiate a Disposition and Development Agreement for the Site.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Site Map
3. Amendment to Agreement to Negotiate Exclusively
4. Disclosure of Principals

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON 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.

City of Las Vegas

Agenda Item No. 3

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Business Development
Item 3 – Discussion and possible action regarding an Amendment to Agreement to Negotiate Exclusively to extend the negotiation period between CityMark Development, LLC, (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres, APN 139-34-311-095 to –102 and –105 to -110 (receipt of additional $50,000 deposit) - Ward 1 (Moncrief)

MINUTES – Continued:
DAVID ROARK, Asset Management Division Manager, requested more time to negotiate the contract and recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04-3:06)

1-51

City of Las Vegas

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: AUGUST 2, 2004
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: Discussion and possible action regarding an Amendment to extend the negotiation period of the Agreement to Negotiate Exclusively between CityMark Development, LLC and Office District Parking I, Inc.

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1. On June 2, 2004, Office District Parking I, Inc. (ODP), a wholly owned subsidiary of the City, was authorized to enter into an Agreement to Negotiate Exclusively (Agreement) with CityMark Development, LLC (CityMark) to negotiate terms of a Disposition and Development Agreement (DDA) for the site located at 3rd St. and Bonneville Ave. totaling approximately 2.38 acres.

2. The initial negotiation period of the Agreement was sixty (60) days (expiring August 1, 2004) with ODP being in receipt of a $50,000 good faith deposit from CityMark.

3. CityMark and ODP have been in good faith negotiations on the terms of a DDA during the negotiation period and CityMark has requested an extension of the negotiation period to October 6, 2004, with an additional good faith deposit of $50,000 (for a total deposit of $100,000). An extension of the negotiation period is needed to complete final negotiation of terms of a DDA.

4. Should CityMark fail to negotiate in good faith on the terms of a DDA, such good faith deposits may be retained by ODP.

5. Terms of a DDA that are in negotiation include (but are not limited to): a. Purchase price; b. Earnest money deposit; c. Scope of improvements; and, d. Schedule of performance.

5. Upon negotiation of mutually agreeable terms, the DDA will be presented to City Council for consideration.

6. CityMark is proposing to build an urban density residential project of approximately 316 units for-sale at market rate (including 10 live/work units), approximately 14,000 square feet of mixed-use retail space at street level and approximately 600 parking spaces on site.


Attachment 6
BONNEVILLE AVE
THIRD ST
FOURTH ST
Subject Parcels
CAL FED BUILDING
CAL FED PARKING GARAGE
OFFICE BUILDING
FIRST BANK
PARKING
OFFICES

Site Map

AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY ("Amendment") is entered into this _____ day of _________, 2004, by OFFICE DISTRICT PARKING I, INC., a Nevada nonprofit corporation (hereinafter "Seller") and CITYMARK DEVELOPMENT, LLC, a California Limited Liability Company (hereinafter "Developer").

WHEREAS, the Developer and Seller entered into an Agreement to Negotiate Exclusively dated June 2, 2004 (hereinafter "Agreement") to negotiate exclusively for Developer's proposed purchase and development of the Site Pursuant to a DDA at the conclusion of the Negotiation Period as defined in the Agreement;

WHEREAS, pursuant to the Agreement Developer has previously deposited the sum of $50,000 with Seller;

WHEREAS, the Agreement currently has a term of sixty (60) days which will expire on August 1, 2004;

WHEREAS, the Developer and Seller mutually desire to extend such term until October 6, 2004; and

WHEREAS, capitalized terms which are defined in this Amendment have the meanings given them in the Agreement.

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

1. Negotiation Period. Article I.B.[102] Negotiation Period of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

B. [102] Negotiation Period

The term of this Agreement (hereinafter "Negotiation Period") shall commence on June 2, 2004 extend to and expire on October 6, 2004. If upon expiration of the Negotiation Period, Developer has not signed and submitted the DDA to Seller, then this Agreement shall automatically terminate.

2. Deposit. Prior to execution of this Amendment by both parties, Developer shall submit to Seller the sum of Fifty Thousand Dollars ($50,000.00) (the "Additional Deposit"). Upon approval of this Amendment by the Las Vegas City Council and the execution and delivery of this Amendment by Seller and Developer, the Additional Deposit shall be deemed to be part of the Deposit under Article III.[300] Deposit and Purchase Price, and the term "Deposit" as used in the Agreement shall be deemed amended to refer to the sum of $100,000, i.e., both the original Deposit referred to in the Agreement and the Additional Deposit hereunder. Seller acknowledges that the Deposit, as increased by this Amendment, may be applied toward the purchase price under the DDA unless required under the terms of the Agreement to be returned to Developer or retained by Seller.

3. Effect. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect in all respects. In the event of any conflict between the terms of this Amendment and the Agreement, this Amendment shall govern and control.

. . .

. . .

. . .

IN WITNESS WHEREOF, the parties hereto have caused this Amendment as of the date set forth above.

OFFICE DISTRICT PARKING I, INC.

By________________________________
Douglas A. Selby, President

ATTEST:

____
Steven P. Houchens, Secretary

APPROVED AS TO FORM:

________________________ 7/22/04
Date

CITYMARK DEVELOPMENT, LLC, a California Limited Liability Company

By________________________________
Richard Gustafson, President
"Developer"

EXHIBIT A

Legal Description

Lots One (1) through Sixteen (16), inclusive, and Lots Twenty-One (21) through Thirty-Two (32), inclusive, all in Block Twenty-Five (25) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder, Clark County, Nevada.

In addition to the property described above, the Site shall include the alley, which has been vacated to the City of Las Vegas under a separate agreement.

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; (e) trust – the trustee and beneficiaries.

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.

Block 1 Contracting Entity	
CityMark Development LLC	
Name	701 B Street, Suite 1100
Address	San Diego, CA 92101
Telephone	(619) 231-1161
EIN or DUNS	33-0886689

Block 2 Description
Subject Matter of Contract/Agreement

3rd Street & Bonneville Avenue Development

RFP No. 040158-LR

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

[CAO – September 2001]

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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.	Richard Gustafson/President	701 B Street, Suite 1100 San Diego	(619)231-1161
2.	Russell Haley/Vice President	701 B Street, Suite 1100 San Diego, CA	(619) 231-1161
3.	Vince Hoenigman/Secretary	701 B Street, Suite 1100 San Diego, CA	(619) 231-1161
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: N/A

Date of Attached Document: ____________ Number of Pages: ____________

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

Name Richard Gustafson

3/26/04
Date

Subscribed and sworn to before me this 26 day of

March, 2004

Susan L. Trimingham
Notary Public

SUSAN L. TRIMINGHAM
Commission # 1295612
Notary Public - California
San Diego County
My Comm. Expires Mar 26, 2005

[CAO – September 2001]

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Memorandum of Understanding with Nevada Power Company for a substation in the vicinity of Elkhorn Road and Fort Apache Road - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Nevada Power is requesting a substation in the vicinity of the above mentioned location for the transmission and distribution of electricity to serve future development in this area. As growth occurs in the valley, Nevada Power Company requires additional sites on which to place substations to continue to provide valley residents with essential services. The property has already been designated by the Planning Department as being appropriate for a substation.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Memorandum of Understanding

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON 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, Asset Management Division Manager, acknowledged the location of the substation advantageous to the City of Las Vegas and recommended approval.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Public Works
Item 4 – Discussion and possible action regarding a Memorandum of Understanding with Nevada Power Company for a substation in the vicinity of Elkhorn Road and Fort Apache Road - Ward 6 (Mack)

MINUTES – Continued:
No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06-3:07)
1-80

Memorandum of Understanding #2004-01
Between
City of Las Vegas
and
Nevada Power Company
(Property Use Agreement)

THIS Memorandum of Understanding (MOU) is made and entered into this second day of July, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and NEVADA POWER COMPANY, a Nevada corporation ("NPC").

WITNESSETH:

WHEREAS, City is the lessee from the Bureau of Land Management ("BLM") of approximately ten acres of real property located in the vicinity of Fort Apache Road and Elkhorn Road within its corporate boundaries, and depicted on the site map in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property" herein). Included within the Property in the northeast corner thereof, is an area of approximately four acres in size as depicted on the site map as Exhibit "B" attached hereto and by this reference made a part hereof (the "Premises" herein); and

WHEREAS, NPC desires to establish a substation in the northwest area of the Las Vegas Valley; and

WHEREAS, City deems it to be in its best interests to promote and foster NPC's intent to establish a substation to meet the electrical service demand for the growing population of the area; and

WHEREAS, NPC in November of 2000 performed a site study to determine the need and location for a substation site in the northwest quadrant of the City; and

WHEREAS, NPC determined the Premises at the northeast corner of Fort Apache Road and Elkhorn Road would fulfill the requirements of the above site study; and

WHEREAS, the City proposes to allow use of the Premises by NPC a substation site subject to NPC obtaining the appropriate permits therefore from BLM and providing improvements to the Property as are specifically mandated by this MOU; and

WHEREAS, the parties hereto have determined that the Premises are an adequate site for the said proposed substation providing certain development conditions are met as outlined in this MOU; and

WHEREAS, both entities signatory to this MOU have the authority to enter into this Memorandum of Understanding;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

I
DEMISE OF PREMISES

A. NPC is authorized to use the Premises for the purpose of establishing thereon a facility that will contain an electrical substation, transformers, distribution and transmission lines and related activities. Said Premises shall be as depicted on Exhibit "B" attached hereto and incorporated herein.

B. The Property, of which the Premises is a part, is commonly referred to by City as Park Site H. Said Property, including the Premises, is to be used for the purpose of constructing public service facilities such as a Fire Station, Park and Electrical Substation.

II
AUTHORIZATION

NPC is authorized to use the Premises for the purposes set forth herein subject to the following:

A. NPC acknowledges that the Property is subject to City's existing rights and associated rules and regulations in accordance with the existing Bureau of Land Management Recreation and Public Purpose Lease #N-37123, issued to the City on September 21, 1984. NPC acknowledges that City has existing facilities or may construct future facilities upon subject Property.

B. NPC has filed a separate application with the BLM serial #N-77777, to occupy and use the Premises as an electrical substation. The City will support such application and will take all further actions as may be necessary for NPC to obtain BLM approval such that NPC obtains firm rights for use of the Premises over the term of this MOU.

C. NPC shall comply with all Federal, State and local laws and regulations concerning NPC's use of the Premises.

D. NPC shall provide the City with drawings adequate for the City to file with the BLM.

III
DURATION

A. The term of this MOU shall be ninety-nine (99) years, commencing upon the execution hereof and extending to and including the second day of July, 2104 ("Termination Date"), unless NPC's application is rejected by BLM, in which event this MOU is terminated. In the event BLM is willing to accept a relinquishment of all of City's interest in the Premises in favor of granting NPC firm rights for use of the Premises, and the City has no further ownership interest in the Premises, Sections VII and VIII of this MOU are terminated the date of such relinquishment and are of no further force or effect, but the remaining provisions of the MOU shall remain in effect until the requirements of Section V have been completed, whereupon this MOU is terminated.

IV
OPTION TO RENEW

It is understood and agreed that at the end of said 99 year term, NPC shall have the option to renew this MOU upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the Termination Date, provided however, that NPC shall give City written notice of its intention to exercise said option at least one hundred and eighty (180) days prior to the expiration of said initial term. Thereafter this MOU shall continue indefinitely on a year-to-year basis until terminated in writing by either party.

Should NPC have constructed and paid for any improvements on the Premises, excluding it's own electrical facilities and appurtenances, which are still utilized at the time this MOU is terminated in accordance with the above, title to said improvements shall pass to City.

V
IMPROVEMENTS

A. NPC agrees to construct an electric substation with all associated facilities on the Premises, conforming to all Federal, State, and local regulations in effect within the corporate boundaries of City. NPC will retain ownership of such facilities. NPC will provide the City with notification of its intent to build prior to commencing construction.

B. NPC will install, at its sole cost and expense, stubout connections for public water, electric and telephone utility service to the Property. NPC further agrees to pay all of the expenses incurred for any utility service to the Premises. City is solely responsible for obtaining connections from the local utility companies for those services it deems necessary for the Property excluding the Premises.

C. NPC also agrees to construct all half-street (offsite) improvements along Fort Apache Road and Elkhorn Road adjacent to Property subject to the City first obtaining a BLM grant for street and public right-of-way for proposed half-street improvements.

D. NPC shall provide, pay for, construct and develop those offsite improvements necessary for NPC and City to occupy and build on the Property, pursuant to the City's standard Offsite Improvements Agreement, which the parties will execute prior to such construction. Said improvements include, but are not limited to, traffic lights, crosswalks, landscaping, sidewalks, curb and gutter, street lights, and turn lanes relative to the Property.

VI
MAINTENANCE AND REPAIRS

NPC shall, at all times during the existence of this MOU and at its own cost and expense, repair and maintain, in a good, safe and substantial condition all of the electric facilities that NPC constructs and retains ownership of on the Premises and Property.

VII
INDEMNIFICATION

NPC agrees to indemnify and save City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of NPC's activities performed pursuant to this MOU, or the use or occupancy of the Premises or of said improvements by NPC or by its officers, agents, employees or contractors, to the extent liability is not caused by negligence or willful misconduct of City.

VIII
INSURANCE

A. Prior to its occupancy of the Premises, NPC shall, at its sole cost and expense, obtain and thereafter, at all times during which this MOU is in force and effect, maintain commercial general/excess liability insurance, including bodily injury and property damage covering the Premises and any and all improvements thereon in the amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence and/or property damage with a combined single limit of One Million and No/100 Dollars ($1,000,000.00). These limits of liability can be obtained, in whole or in part, through any combination of primary, excess or self-insurance.

B. Within five (5) days after NPC serves the notice which is provided for in paragraph XIII hereof that it intends to occupy the Premises, and as a condition to this MOU continuing in force and effect, NPC shall submit to City a certificate of insurance which evidences the above required coverages and names the City as an additional insured. The insurance coverages shall be with an insurance carrier which is authorized to do business with the State of Nevada and which is acceptable to the City.

IX
NOTICES

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below by facisimile:

CITY:	Real Estate & Asset Management City of Las Vegas 400 Stewart Avenue, 4th Floor Las Vegas, NV 89101 Telephone (702) 229-1020
COPY:	City of Las Vegas City Attorney's Office 400 Stewart Ave., 9th Floor Las Vegas, NV 89101
NPC:	Nevada Power Company Land Department P.O. Box 98910 Las Vegas, Nevada 89151-0001 Telephone (702) 367-5000 Land Dept (702) 227-4019 Fax (702) 367-5064

X
ASSIGNMENT AND SUBLEASE

NPC hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Premises or any portion thereof, without the written authorization of the City and BLM. Any use of the substation that is consistent with similar use NPC makes of its other substations is reasonable. Any assignment or sublease contrary to the provisons of this Paragraph X shall be null and void.

XI
LAWS AND REGULATION

NPC shall keep and maintain the Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Premises or of the activities contemplated hereby) during the existence of this MOU. NPC shall obtain the necessary permits required by the BLM prior to any construction beginning on the site.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

NPC may occupy the Premises, for the purpose of commencing the construction of the facilities and improvements which are provided for in paragraph V above and for all other purposes, on the date that is stated in a written notice served upon City at least thirty (30) days prior to the intended date of occupancy.

XIII
JOINT USE

A. Parties hereto shall jointly agree to the development of the Master Site Plan for the area referred to as Exhibit A. To effectuate this MOU, each party shall have a representative of its own choosing on the other party's design team.

B. The City will permit NPC access to, over, and across, property owned or controlled by it, that is reasonably necessary for ingress and egress to its substation.

C. The City will grant NPC easements on the Property for NPC to own, operate and maintain transmission and distribution facilities on the Property, associated with the operation and maintenance of the substation on the Premises, as jointly approved prior to construction. The City will support NPC and will take all further actions as may be necessary for NPC to obtain BLM approval of rights to use the Property for these facilities over the term of this MOU.

XIV
LIMITATIONS OF LIABILITIES

A. In no event shall either Party be liable to the other for any punitive, consequential, incidental, indirect, or special damages or lost profits incurred or alleged to have been incurred by anyone, whether arising out of tort, breach of contract, breach of warranty, strict liability or any other claim.

XV
GEOTECHNICAL TESTING

A. NPC shall provide the City with a site assessment and certificate of compliance that all surface and subsurface trash, debris and hazardous materials have been removed from the Premises represented by Exhibit B and any and all site mitigation requirements have been performed so that the Premises are acceptable for development and future construction per Federal, State and local laws and regulations.

C. NPC shall provide geotechnical, soil and engineering studies at its own expense verifying NPC's ability to build on Premises within one year of execution of this MOU.

XVI
MODIFICATIONS AND AMENDMENTS

Upon approval of this MOU by the City Council and after it has been fully executed by signature of all parties, staff of the City's Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of City's contractual obligation during the original term of this MOU. 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 MOU shall be valid unless in writing and signed by all parties hereto.

XVII
DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, NPC warrants that it has disclosed on the form attached as Exhibit "C", hereto, all principals including partners, of NPC, as well as all persons and entities holding more than a one percent (1%) interest in NPC, or any principal of NPC. If NPC principals or partners described above are required to provide disclosure under federal law (such disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA)), and attaches current copies of such federal disclosures to Exhibit C, the requirements and warranty of this Section XVII shall be satisfied. Throughout the term hereof, the City may review any new federal disclosure filings at Sierra Pacific Resources website at http://www.sierrapacificresources.com/investors/financials/.

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

CITY OF LAS VEGAS

By:____________________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

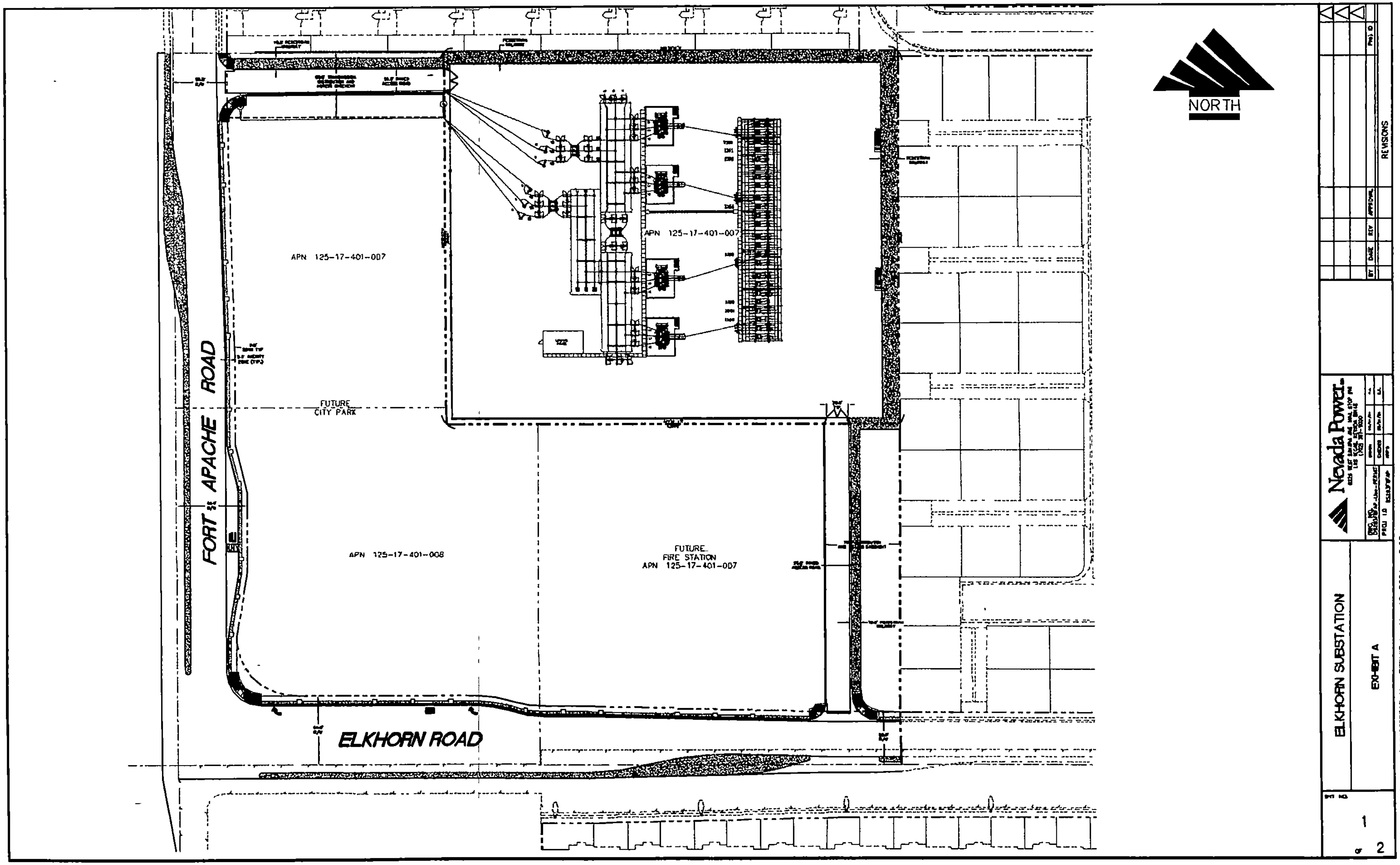
APPROVED AS TO FORM:

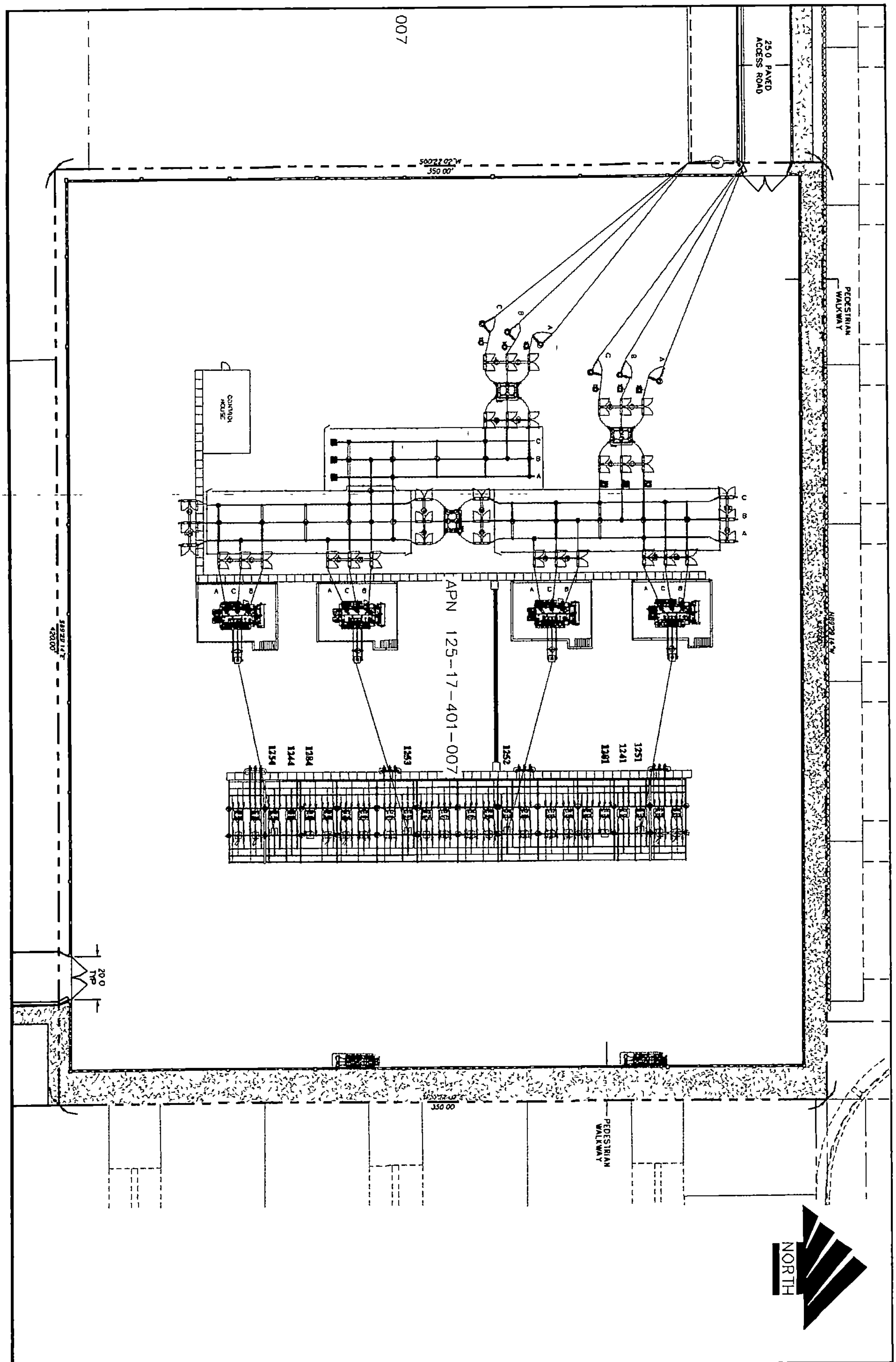
Thomas R. Green 7/7/04
DEPUTY CITY ATTORNEY DATE

NEVADA POWER COMPANY

By: John Zelling
John Zelling

Title: ____________________________
Director, Land Services


NORTH
FORT APACHE ROAD
ELKHORN ROAD
APN 125-17-401-007
FUTURE
CITY PARK
APN 125-17-401-008
FUTURE
FIRE STATION
APN 125-17-401-007
REVISIONS
Nevada Power
ELKHORN SUBSTATION
EXHIBIT A
1
of 2



ELKHORN SUBSTATION

EXHIBIT B

Nevada Power

BY	DATE	REV	APPROVAL		Proj ID

REVISIONS

G:\CIVIL\Elkhorn\Drawings\DS283FBFAP-Use-PERMIT.dwg May 10 2004 - 8:54am

EXHIBIT "C"

(Disclosure of Principles)

Attached hereto is an excerpt containing a listing of the Board of Directors and Officers of Sierra Pacific Resources, from the current Form 10k, Annual Report for Sierra Pacific Resources for Year End December 31, 2003 which excerpt also shows NPC's 100% ownership by Sierra Pacific Resources. A full and complete copy of Sierra Pacific Resources' Form 10k is on file at the City Clerk's office.

I hereby certify under penalty of perjury, that the above and attached excerpt and Form 10 k are full and complete.

Nevada Power Company

By: John C. Zelling
Its: Director

Subscribed and sworn to before me this
2 day of July, 2004.

Rhoda M Bowman
Notary Public

RHODA M BOWMAN
Notary Public, State of Nevada
Appointment No. 02726761
My Appt. Expires Sept. 20, 2005

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2003

Commission File Number	Registrant, State of Incorporation, Address of Principal Executive Offices and Telephone Number	I.R.S. employer Identification Number	State of Incorporation
1-08788	SIERRA PACIFIC RESOURCES P.O. Box 10100 (6100 Neil Road) Reno, Nevada 89520-0400 (89511) (775) 834-4011	88-0198358	Nevada
2-28348	NEVADA POWER COMPANY 6226 West Sahara Avenue Las Vegas, Nevada 89146 (702) 367-5000	88-0420104	Nevada
0-00508	SIERRA PACIFIC POWER COMPANY P.O. Box 10100 (6100 Neil Road) Reno, Nevada 89520-0400 (89511) (775) 834-4011	88-0044418	Nevada

Securities registered pursuant to Section 12(b) of the Act:

(Title of each class)	(Name of exchange on which registered)
Securities of Sierra Pacific Resources:	
Common Stock, $1.00 par value	New York Stock Exchange
Common Stock Purchase Rights	New York Stock Exchange
Premium Income Equity Securities (PIES)	New York Stock Exchange

Securities of Nevada Power Company and subsidiaries:

8.2% Cumulative Quarterly Income Preferred Securities, Series A, issued by NVP Capital I	**New York Stock Exchange**
7 3/4% Cumulative Quarterly Trust Issued Preferred Securities, issued by NVP Capital III	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:

Securities of Sierra Pacific Power Company:

Class A Preferred Stock, Series I, $25 stated value	**New York Stock Exchange**

Indicate by check mark whether each of the registrants (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether any registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Sierra Pacific Resources Yes ☒ No ☐; Nevada Power Company Yes ☐ No ☒; Sierra Pacific Power Company Yes ☐ No ☒

State the aggregate market value of the voting and non-voting stock held by non-affiliates As of June 30, 2003: $687,979,039

Indicate the number of shares outstanding of each of the issuer's classes of Common Stock, as of the latest practicable date.

Common Stock, $1.00 par value, of Sierra Pacific Resources outstanding at March 5, 2004: 117,245,771 Shares

Sierra Pacific Resources is the sole holder of the 1,000 shares of outstanding Common Stock, $1.00 stated value, of Nevada Power Company.

Sierra Pacific Resources is the sole holder of the 1,000 shares of outstanding Common Stock, $3.75 par value, of Sierra Pacific Power Company.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of Sierra Pacific Resources' definitive proxy statement to be filed in connection with the annual meeting of shareholders, to be held May 3, 2004, are incorporated by reference into Part III hereof.

This combined Annual Report on Form 10-K is separately filed by Sierra Pacific Resources, Nevada Power Company and Sierra Pacific Power Company. Information contained in this document relating to Nevada Power Company is filed by Sierra Pacific Resources and separately by Nevada Power Company on its own behalf. Nevada Power Company makes no representation as to information relating to Sierra Pacific Resources or its subsidiaries, except as it may relate to Nevada Power Company.

Information contained in this document relating to Sierra Pacific Power Company is filed by Sierra Pacific Resources and separately by Sierra Pacific Power Company on its own behalf. Sierra Pacific Power Company makes no representation as to information relating to Sierra Pacific Resources or its subsidiaries, except as it may relate to Sierra Pacific Power Company

FORWARD LOOKING STATEMENTS

The discussion of forward looking statements in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, is incorporated herein by reference.

PART I

ITEM 1. BUSINESS

SIERRA PACIFIC RESOURCES

Sierra Pacific Resources (SPR) was incorporated under Nevada law on December 12, 1983. SPR's mailing address is P.O. Box 30150 (6100 Neil Road), Reno, Nevada 89520-3150 (89511).

SPR has nine primary, wholly owned subsidiaries: Nevada Power Company (NPC), Sierra Pacific Power Company (SPPC), Tuscarora Gas Pipeline Company (TGPC), Sierra Pacific Communications (SPC), Sierra Pacific Energy Company (SPE), Lands of Sierra (LOS), Sierra Energy Company (SEC), Independent Energy Consulting, Inc. (IEC) and e·three Custom Energy Solutions, LLC (CES). SEC, IEC and CES, collectively known as ("e·three"), were sold on September 26, 2003 and as a result, are reported separately on the financial statements of SPR as a discontinued operation. NPC and SPPC are referred to collectively in this report as the "Utilities." References to SPR refer to the consolidated entity, except where the context provides otherwise.

SPR's Utilities operate three regulated business segments (as defined by FASB Statement No. 131, Disclosure about Segments of an Enterprise and Related Information) which are Nevada Power electric, Sierra Pacific Power electric and Sierra Pacific Power natural gas service. Electric service is provided to Las Vegas and surrounding Clark County, northern Nevada and the Lake Tahoe area of California. Natural gas services are provided in the Reno-Sparks area of Nevada. Other segment information includes segments below the quantitative threshold for separate disclosure. Parenthetical references are included after each major section title to identify the specific entity addressed in the section. See Note 3 of Notes to Financial Statements, Segment Information, for further discussion.

Periodic reports on Form 10-K and Form 10-Q and current reports on Form 8-K are made available to the public, free of charge, on the Sierra Pacific Resources, Nevada Power Company and Sierra Pacific Power Company websites, www.sierrapacificresources.com, www.nevadapower.com, and www.sierrapacific com through links on these websites to the SEC's website at www sec.gov as soon as reasonably practicable after they have been filed with the SEC. The contents of the above referenced website addresses are not part of this Form 10-K Sierra Pacific Resources, Nevada Power Company and Sierra Pacific Power Company have adopted a code of ethics for their chief executive officer, chief financial officer and controller. Printed copies of the code of ethics may be obtained free of charge by writing to SPR's Corporate Secretary at Sierra Pacific Resources, P.O. Box 30150, Reno, NV 89520-3150.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

(a) Directors

The following is a listing of all the current directors of SPR, NPC, and SPPC, and their ages as of December 31, 2003. There are no family relationships among them. Directors serve three-year terms with three (or four) terms of office expiring at each Annual Meeting, or until their successors have been elected and qualified.

Directors whose terms expire in 2004:

James R. Donnelley, 68

Partner, Stet and Query, Ltd., a family-owned investment company, since June 2000. He retired from R.R. Donnelley & Sons Company in June 2000, where he served as Vice Chairman of the Board from July 1990 to June 2000 and as a Director since 1976. Mr. Donnelley was R R Donnelley and Sons' Group President, Corporate Development, from June 1987 to July 1990, and Group President, Financial Printing Services Group, from January 1985 to January 1988. He is also a Director of Pacific Magazines & Printing Limited, and Chairman of National Merit Scholarship Corporation Mr. Donnelley has served as a Director of SPR since 1987, of SPPC since 1992, and was elected a Director of NPC in July 1999.

Walter M. Higgins, 59

Chairman, President and Chief Executive Officer of SPR and Director and Chief Executive Officer of NPC and SPPC since August 2000. Mr. Higgins served as Chairman, President and Chief Executive Officer of AGL Resources, Inc., from February 1998 to August 2000. He was Chairman, President and Chief Executive Officer of SPR from January 1994 to January 1998. He also served as President and Chief Operating Officer of Louisville Gas and Electric Company from 1991 to November 1993. He is also a director of AEGIS Insurance Services, Inc., The National Environmental Education and Training Foundation, Edison Electric Institute, Western Energy Institute and several not-for-profit organizations.

John F. O'Reilly, 58

Chairman and Chief Executive Officer of the law firm of O'Reilly and Ferrario, LLC. He is also Chairman and Chief Executive Officer and/or a Board member of various family owned business entities. Mr. O'Reilly is a member of the Community Board of Directors of Wells Fargo Bank Nevada, N.A., a member of the Advisory

Council of the UNLV International Gaming Institute, and a member of the UNLV Foundation Board. Mr. O'Reilly is also a member of the Las Vegas Chamber of Commerce Government Affairs Committee, a Board member and Secretary of United Way of Southern Nevada, a Board member of the Nevada Development Authority, and involved in various other not-for-profit organizations. He is also a member of the Board of Trustees of Loyola Marymount University in Los Angeles, California. Mr. O'Reilly has served as a Director of NPC since 1995, and was elected a Director of SPR and SPPC in July 1999.

Directors whose terms expire in 2005:

Krestine M. Corbin, 66

President and Chief Executive Officer of Sierra Machinery, Incorporated, since 1984 and a director of that company since 1980. Ms. Corbin has served as a Director of SPR since 1989, of SPPC since 1992, and was elected a Director of NPC in July 1999.

Clyde T. Turner, 66

Chairman and CEO of Turner Investments, Ltd., a general-purpose investment company, and several special-purpose real estate development companies known as Spectrum Companies in Las Vegas, Nevada. He is also a director of St. Rose Dominican Hospital and CapCure, and a member of the Environmental Advisory Committee to the Board of County Commissions, Clark County, Nevada. Mr. Turner is the retired Chairman and Chief Executive officer of Mandalay Bay. He was elected a Director of SPR, NPC, and SPPC in November 2001.

Directors whose terms expire in 2006:

Mary Lee Coleman, 66

President of Coleman Enterprises, a developer of shopping centers and industrial parks. She is also a director of First Dental Health. Ms. Coleman has served as a Director of NPC since 1980, and was elected a Director of SPR and SPPC in July 1999.

Theodore J. Day, 54

Senior Partner of Hale, Day, Gallagher Company, a real estate brokerage and investment firm. Mr. Day has served as a Director of SPPC since 1986, of SPR since 1987, and was elected a Director of NPC in July 1999. He is also a Director of the W.M. Keck Foundation.

Jerry E. Herbst, 65

Chief Executive Officer of Terrible Herbst, Inc., a gas station, car wash, convenience store chain and Herbst Supply Co., Inc., a wholesale fuel distributor, both family-owned businesses for which he has worked since 1959. He is also a partner of the Coast Resorts (hotel and casino industry). Mr. Herbst has served as a Director of NPC since 1990, and was elected a Director of SPR and SPPC in July 1999.

Messrs. Day and Higgins are Directors of Tuscarora Gas Pipeline Company; Mr. Higgins is a Director of Lands of Sierra, Inc., Sierra Pacific Communications, Sierra Water Development Company, Sierra Gas Holdings Company, Piñon Pine Corp., Piñon Pine Investment Co., and GPSF-B. All of the above-listed companies are subsidiaries of Sierra Pacific Resources, with the exception of Piñon Pine Corp., Piñon Pine Investment Co., and GPSF-B, which are subsidiaries of Sierra Pacific Power Company.

(b) Executive Officers

The following are current executive officers of the companies indicated and their ages as of December 31, 2003. There are no family relationships among them. Officers serve a term which extends to and expires at the annual meeting of the Board of Directors or until a successor has been elected and qualified:

Walter M. Higgins, 59, Chairman, President and Chief Executive Officer, Sierra Pacific Resources

See above description under Item 10(a), "Directors."

Michael W. Yackira, 52, Executive Vice President, Chief Financial Officer, Sierra Pacific Resources

Mr. Yackira was elected to his position in December 2003 and holds the same position at Nevada Power Company and Sierra Pacific Power Company. Mr. Yackira was previously Executive Vice President, Strategy and Policy, from January to December 2003. Previously he was the Vice President and CFO of Mars, Inc. from 2001 to 2002. Prior to that, he was with Florida-based FPL Group, Inc. from 1989 to 2000. His positions during that span included President of FPL Energy, Vice President-Finance and CFO of FPL Group, Senior Vice President-Finance and CFO of Florida Power & Light Co., Senior Vice President of Market and Regulatory Services of Florida Power and Light Company and Senior Vice President of Corporate Planning and Development. Positions in other industries include GTE Corporation and St. Joe Petroleum, Inc. Mr. Yackira is a certified public accountant.

Donald L "Pat" Shalmy, 62, President, Nevada Power Company

Mr. Shalmy was elected to his present position in July 2002. He was previously Senior Vice President, NPC since May 2002. Formerly he held the position of Director, Government and Community Relations at Kummer, Kaempfer, Bonner & Renshaw Ltd. He was formerly President of the Las Vegas Chamber of Commerce from 1997 to 2001. From 1979 to 1997 he held various positions with Clark County, Nevada, including Director of Comprehensive Planning and County Manager.

Jeffrey L. Ceccarelli, 49, President, Sierra Pacific Power Company

Mr. Ceccarelli was elected to his present position in June 2000. He previously held the position of Vice President, Distribution Services, New Business, in July 1999 for SPPC and NPC. He was elected Vice President, Distribution Services for SPPC in February 1998. Prior to this, he served as Executive Director, Distribution Services. From January 1996 through January 1998, Mr. Ceccarelli was Director, Customer Operations. A civil engineer, Mr. Ceccarelli has been with SPPC since 1972.

Ernest E. East, 61, Vice President, General Counsel and Corporate Secretary, Sierra Pacific Resources

Mr. East was elected to his present position in January 2004 and holds the same position at Nevada Power Company and Sierra Pacific Power Company. Previously he was Senior Vice President and General Counsel/Chief Compliance Officer for Hyatt Gaming Services, LLC, from August 1998 to January 2004. In 1997, he was Vice President, Secretary and General Counsel for Artisoft, Inc. From October 1994 to January 1996 he served as Vice President, Secretary and General Counsel for Elsinore Corporation. From June 1991 to August 1994 he was Executive Vice President, Secretary and General Counsel for Trump Hotels and Casino Resorts

C. Stanley Hunterton, 55, Sierra Pacific Resources

Mr. Hunterton served as Senior Vice President, General Counsel and Corporate Secretary for SPR, NPC and SPPC from September 2002 to January 2004. He continues to serve as a partner at the law firm of Hunterton & Associates in Las Vegas, Nevada, formed in 1986, handling civil litigation. Formerly he held the position of Special Attorney, US Department of Justice, Organized Crime and Racketeering Section, Detroit Strike Force and Las Vegas Strike Force. Upon the appointment of Mr. East, Mr. Hunterton became outside counsel to the Companies.

Victor H. Peña, 55, Senior Vice President and Chief Administrative Officer, Sierra Pacific Resources

Mr Peña was elected to his current position in May 2001 and holds the same position at SPPC and NPC. From 1998 to his appointment at SPR, he held various executive positions at AGL Resources, Inc., in Atlanta, Georgia, including Vice President, Business Development, and Vice President, Financial Systems and Controller.

Roberto R. Denis, 54, Vice President, Energy Supply, Nevada Power Company and Sierra Pacific Power Company

Mr. Denis was elected to his present position in August 2003. He was formerly Vice President, Market & Regulatory Affairs, at FPL Energy, LLC. From 1972 until assuming his former position, he held increasingly responsible positions at FPL.

John E Brown, 53, Vice President and Controller, Sierra Pacific Resources

Mr. Brown was elected to his current position in July 2002, and holds the same position at SPPC and NPC. He was formerly Controller since May 2001 Previously he held the position of Director, Corporate and Tax Accounting. Mr. Brown has held a variety of positions in SPR, including Compliance Officer, Director, Shareholder Relations, and Director, Internal Audit. Mr. Brown has been with SPR 21 years.

Richard J. Coyle, Jr., 36, Vice President Finance and Chief Risk Officer, Sierra Pacific Resources

Mr. Coyle was elected to his present position in July 2002, and holds the same position for SPPC and NPC. He was previously President and Managing Director of Sierra Energy Company and Sierra Pacific Communications since June 2001. Formerly he held the position of Executive Director, Marketing and Operations for Sierra Pacific Energy Company since June 1999. Mr. Coyle has been with NPC since 1994.

Matt H. Davis, 48, Vice President, Distribution, Nevada Power Company

Mr. Davis was elected to his present position in 2002. He previously held the position of Vice President, Distribution Services, at both NPC and SPPC since July 1999. Previously he was Director, System Planning, and Division Director, System Planning and Operations for NPC. Mr. Davis has been with NPC since 1978.

Mary O. Simmons, 48, Vice President, Rates and Regulatory Affairs, Sierra Pacific Power Company and Nevada Power Company

Ms. Simmons was elected to her current position in May 2001. Previously she held the position of Controller for SPR since 1999, and held the same position with SPPC and NPC. Her previous positions include: Director, Water Policy and Planning; Director, Budgets and Financial Services; and Assistant Treasurer, Shareholder Relations for SPR. Ms. Simmons is a certified public accountant and has been with SPR since 1985.

Michael R. Smart, 47, Vice President, Distribution Services, Sierra Pacific Power Company

Mr Smart was elected to his present position in July 2002. He was previously Vice President, Resource Management since May 2001, for both SPPC and NPC. He was formerly Acting Vice President, Resource Management, since October 2000. Previously he was Executive Director, Resource Management, for SPPC and NPC effective August 1999. Prior to this, from February 1998, he served as Director, Electric Operations, for SPPC. A registered electrical engineer in Nevada and California, Mr. Smart has been with SPPC since 1979 and has held numerous management positions in operations, engineering, and planning.

Jane Crane, 54, Vice President, Human Resources, Sierra Pacific Power Company and Nevada Power Company

Ms. Crane was elected to her present position in July 2002, acting as an outside consultant since April 2002, and joining the Company as Acting Vice President, Human Resources, in May 2002. Formerly she was a

consultant in human resources management from April 2000 to April 2002. She previously held the position of Vice President, Human Resources, at ARCO Alaska, Inc. from March 1995 to March 2000 She held various other management positions at ARCO from 1980 to March 1995.

Carol Marin, 52, Vice President, Customer Service, Sierra Pacific Power Company and Nevada Power Company

Ms. Marin was elected to her present position in May 2001. Previously she held the position of Director, Customer Information Systems Project, for both Utilities from August 1999 through May 2001. From 1977 until 1999, Ms. Marin served in a variety of management positions for SPPC in customer service, major accounts, and operations analysis Ms. Marin has been with SPPC for 25 years.

Julian C. "Jack" Leone, 66, Vice President, Marketing and Communications, Sierra Pacific Power Company and Nevada Power Company

Mr. Leone was elected to his present position in June 2002 He previously held the position of Vice President of Marketing at Caesars Palace since March 2001. Previous to that, he spent two years as a member of Sitrick and Company, a public relations firm based in Los Angeles. From 1984 to 1999, he held a series of senior public relations and marketing positions in the gaming industry, including Caesars World, Inc., MGM Grand Hotel Casino, and Mandalay Bay Resort and Casino.

Susan Brennan, 44, Vice President, Information Services, Sierra Pacific Power Company and Nevada Power Company

Ms. Brennan was elected to her present position in May 2001. Previously she held the position of Executive Director, Customer Service, from August 1999 to May 2001, for NPC. From 1992 to 1999, Ms. Brennan served in various financial and industry restructuring positions. Ms. Brennan has been with NPC for 10 years.

Bob Werner, 66, Vice President, Generation, Sierra Pacific Power Company and Nevada Power Company

Mr. Werner was elected to his present position in July 2002 He was a consultant to NPC from October 2001 until July 2002 From 1997 to 2001, he was previously self-employed as a Consulting Engineer working primarily in the areas of electric generation and coal technology. Prior to that, he held various technical and management positions at PacifiCorp.

(c) Although all outstanding shares of SPPC's common stock are held by SPR and it is SPR's common stock which is traded on the New York Stock Exchange, SPPC has one series of non-voting preferred stock outstanding and registered under the Securities Exchange Act of 1934 (the Act) As a technical matter, SPPC is thus deemed an "issuer" for purposes of the Act whose officers are required to make filings with respect to beneficial ownership, if any, of those non-voting preferred securities. SPPC's officers, all of whom are currently reporting pursuant to Section 16(a) of the Act with respect to SPR's common stock, have filed reports with respect to SPPC's preferred stock, which reports show no past or current beneficial ownership of such preferred stock.

Section 16(a) Beneficial Ownership Reporting Compliance

Rule 16(a) of the Exchange Act requires that directors, officers and holders of more than 10% of SPR's common stock file reports with the Securities and Exchange Commission disclosing ownership of SPR stock and changes in ownership. All reports required to be filed pursuant to Rule 16 were filed in a timely fashion except as disclosed below.

On October 23, 2003 and November 11, 2003, Ms. Jane E. Crane, an officer of Sierra Pacific Resources, disposed of 900 and 87.427 shares of Sierra Pacific Resources common stock, respectively. These transactions were reported to the Securities and Exchange Commission on November 13, 2003.

On June 1, 2002, and December 1, 2002, Mr. Victor H. Pena, an officer of Sierra Pacific Resources, purchased 187 and 208 shares of Sierra Pacific Resources common stock, respectively. These transactions were reported to the Securities and Exchange Commission on December 4, 2003.

On May 24, 2001, Ms. Carol M. Marin became an officer of Sierra Pacific Resources, at that time she owned 360 shares that were inadvertently excluded from the Form 3 filing. The transaction was reported to the Securities and Exchange Commission on February 6, 2004.

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 7,128 square feet of an easement area located on the south side of Harris Avenue West of Mojave Road, APN 139-25-405-008 ($45,500 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On 5/18/04, Public Works/Real Estate received a letter from HMH, Inc. HMH has been contracted by Nevada Power to acquire additional rights-of-way for the 138kV transmission line between the Artesian Substation and Pecos Substation in the northeast part of the Las Vegas Valley. This project involves: reframing poles and replacing one of the circuits. The easement is required in order to be in compliance with the National Electrical Safety Codes. We have negotiated a price of $45,500 for the Aerial Right-of-Way Grant.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Aerial Right-of-Way Grant
2. 5/18/04 letter from HMH

COMMITTEE RECOMMENDATION:
COUNCILMAN WOLFSON recommended Item 5 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:
COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Public Works
Item 5 – Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 7,128 square feet of an easement area located on the south side of Harris Avenue West of Mojave Road, APN 139-25-405-008 ($45,500 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

MINUTES – Continued:
DAVID ROARK, Real Estate and Asset Manager, requested Items 5, 6 and 7 be heard together. He acknowledged Nevada Power would like to extend the arms of light posts out on three locations, for which the City of Las Vegas has negotiated a price. He recommended approval for all items.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07-3:09)

1-118

APN: 139-25-405-008

Return to:
Land Services MS –9
Nevada Power Co.
P.O. BOX 98910
Las Vegas, NV 89151-001

AERIAL RIGHT OF WAY GRANT

I(We) CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY**, and to their successors and assigns, the perpetual right to construct, to operate, to add to, to maintain, and finally to remove a line or lines consisting of wires and cables for the transmission and distribution of electricity, and for telephone and/or other communication circuits, over, and cross the parcel(s) of land hereinafter described and the right of ingress and egress to and over said parcel(s); together with permission to cut and to trim brush and trees, as deemed necessary, to insure the safe and proper operation of said line or lines.

The above referred to parcels of land, situate in the City of Las Vegas, County of Clark, State of Nevada, are those portions of the Southwest (SW¼) of Section 25, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1:
The West 9 00 feet of the East 310.00 feet of the South Half of the Southwest Quarter (S½ SW¼) of said Section 25, being all within Lot 1 as shown by map thereof on file in File 106 of Parcel Maps, Page 75, recorded March 8, 2004, as Instrument No. 1785, in Book 20040308 in the Office of the County Recorder, Clark County, Nevada.

EXCEPTING THEREFROM that portion lying within Harris Avenue as dedicated to the City of Las Vegas for road purposes by Document recorded July 24, 1997, as Instrument No. 1295 in Book 970724, Official Records, Clark County, Nevada

Said Easement being adjacent to and East of Nevada Power Company Easement recorded February 25, 1964, in Book 517 as Instrument No. 416161, Official Records, Clark County, Nevada.

PARCEL 2:
The North 23.58 feet of the West 7 65 feet of Lot 3 per said File 100 of Parcel maps, page 68.

Said Easement being adjacent to and West of the West line of the above mentioned Parcel 1.

Also adjacent to and North of Nevada Power Company Easement recorded February 25, 1964, in Book 517 as Instrument No 416161, Official Records, Clark County, Nevada

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

RW# 560-03yb
WO# 1002003 – PECOS/ ARTESIAN
Reference Document: 61:330751

1 Grantee shall have, at all times, the rights of ingress and egress over said described land for the purposes herein stated.

2 Grantee shall be responsible for any damages, suffered by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating said Utility Facilities, to any personal property or improvements owned by Grantor and located on the property herein described.

3. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from within said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgement of Grantee may interfere with or endanger the constructing, maintaining, inspecting, repairing, reconstructing, and operating of said Utility Facility

The Grantors retain the right to fence, to plant, to maintain and to so use said parcel for their own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any above or below ground structures within the easement area, including, but not limited to, canopies, grading, buildings, signage and/or covered facilities without written consent of Nevada Power Company.

WITNESS my (our) hand(s) this _______ day of ________________, 200__.

CITY OF LAS VEGAS

____
BY. OSCAR B. GOODMAN
TITLE: Mayor

ATTEST

____
BY BARBARA JO RONEMUS
TITLE· City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

Thomas R. Green 6/21/04
BY·
DATE·

STATE OF NEVADA)
COUNTY OF CLARK)

On this___________ day of ____________________________, 20____,
before me, a Notary Public, personally appeared ___________________________,
__________________________ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as ______________________ on behalf of CITY OF LAS VEGAS, and acknowledged to me that the City executed it

____
Notary Public

____
Notary Statement and/or Seal

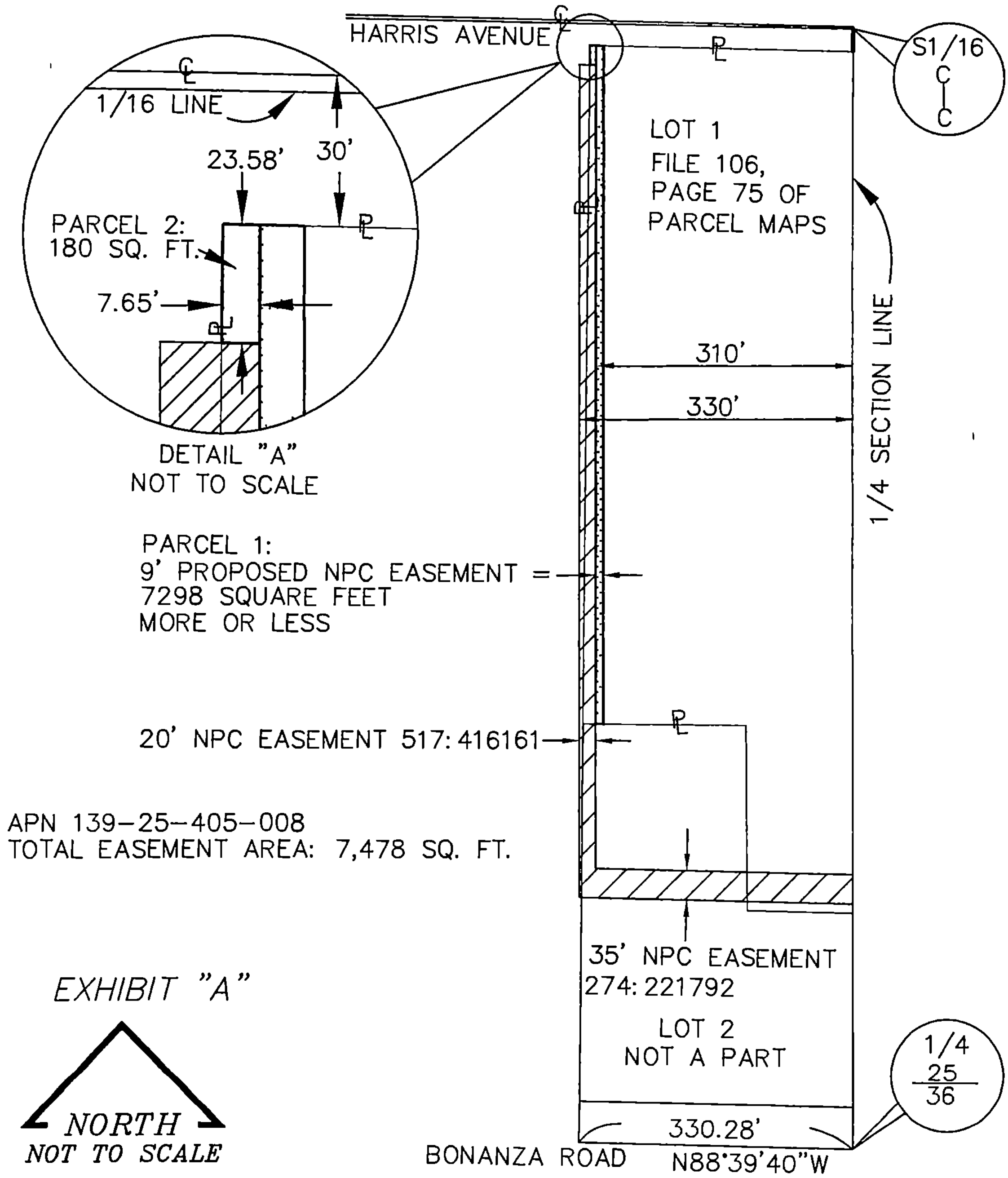


EXHIBIT "A"

OWNER:

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

Nevada Power SM	*POR SE 1/4 SW 1/4, SEC 25, T 20 S, R 61 E*
	PECOS-ARTESIAN 138kV TRANSMISSION LINE PROJECT NO. 1002003 RW# 560-03yb

AL HAGEN, P.L.S., W.R.S.
PRINCIPAL

HMH INC.

DIANE FITCH, SR/WA
RIGHT-OF-WAY MANAGER

PAUL URBANO, P.L.S.
SURVEY MANAGER

8010 W. SAHARA–SUITE 140
LAS VEGAS, NEVADA 89117-1956
PHONE: (702) 256-7850 • FAX: (702) 256-1710

May 18, 2004

City of Las Vegas
Public Works/Real Estate & Assets
400 Stewart Avenue
Las Vegas, Nevada 89101

ATTN: Mr. David Roark

RE: Nevada Power Company Aerial Right of Way Grant on Property on the South Side of Harris Avenue West of Mojave Road
APN 139-25-405-008

Dear Mr. Roark:

Nevada Power Company is presently acquiring additional rights of way for the 138kV transmission line between the Artesian Substation and Pecos Substation in the northeast part of the Las Vegas Valley A portion of this existing transmission line is located along the west side of the property referenced above. HMH, Inc., has been contracted by Nevada Power Company to acquire the additional rights of way.

This project involves reframing poles and replacing one of the circuits. Additional right of way adjacent to the east side of the existing Nevada Power Company easement on your property will be required in order to be in compliance with the National Electrical Safety Codes The planned project will not result in additional physical encroachment.

Therefore, enclosed is Nevada Power Company Grant of Easement RW# 560-03yb for your consideration and signature(s). The valuation for this easement was calculated from the original appraisal report sent to the City of Las Vegas dated February 19, 2004. The square footage of the easement area was adjusted to reflect the sale of a portion of the originally appraised site to D.I Properties, Inc Nevada Power Company offers you the appraised amount of $45,500.00 compensation for the right of way as follows:

Valuation of Easement in Take in Setback Area:

Easement Area (net square feet)	350
Take Unit Value Opinion per sq ft ($7 00 x 25%)	$1.75
Value Opinion of Take: (rounded)	**$612.00**

Valuation of Easement in Developable Area:	
Easement Area (net square feet)	7128
Take Unit Value Opinion per sq. ft. ($7.00 x 90%)	$6.30
Value Opinion of Take: (rounded)	**$44,905.00**
Total Just Compensation Value Opinion of Take: (rounded)	**$45,500.00**

To accept this offer, please sign the document, have your signature(s) notarized, and contact me to have the document picked up. The document stamped "COPY" is for your records. Should you have a property lien (i.e. mortgage, deed of trust, etc.), the lender will be queried as to the handling of the compensation. After receiving the properly completed document, property ownership will be verified, the document recorded, and the offer amount paid.

If you have any questions, or need additional information, please contact me at (702) 256-7850. Your prompt attention to this matter is appreciated.

Sincerely,

Diane M Fitch

Diane M. Fitch, SR/WA
Right of Way Manager

Enclosures

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 2,938 square feet of an easement area located north of Harris Avenue and west of Mojave Road, APN 139-25-303-014 and 015 ($33,000 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

On 4/26/04, Public Works/Real Estate received a letter from HMH, Inc. HMH has been contracted by Nevada Power to acquire additional rights-of-way for the 138kV transmission line between the Artesian Substation and Pecos Substation in the northeast part of the Las Vegas Valley. This project involves: reframing poles and replacing one of the circuits. The easement is required in order to be in compliance with the National Electrical Safety Codes. We have negotiated a price of $33,000 for the Aerial Right-of-Way Grant.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1 Aerial Right-of-Way Grant
2. 4/26/04 HMH letter

COMMITTEE RECOMMENDATION:

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

MINUTES:

See Item 5 for related discussion.

(3:07-3:09)

APN: 139-25-303-014 & 015

Return to:
Land Services MS-9
Nevada Power Co.
P.O. BOX 98910
Las Vegas, NV 89151-001

AERIAL RIGHT OF WAY GRANT

I(We) CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY**, and to their successors and assigns, the perpetual right to construct, to operate, to add to, to maintain, and finally to remove a line or lines consisting of wires and cables for the transmission and distribution of electricity, and for telephone and/or other communication circuits, over, and cross the parcel(s) of land hereinafter described and the right of ingress and egress to and over said parcel(s), together with permission to cut and to trim brush and trees, as deemed necessary, to insure the safe and proper operation of said line or lines

The above referred to parcels of land, situate in the City of Las Vegas, County of Clark, State of Nevada, are those portions of the Southwest Quarter (SW¼) of Section 25, Township 20 South, Range 61 East, M D M , Nevada, described as follows

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RW# 69-04yb
WO# 1002003 – PECOS/ ARTESIAN
Reference Document 211 0171912

Grantee shall have, at all times, the rights of ingress and egress over said described land for the purposes herein stated

Grantee shall be responsible for any damages, suffered by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating said Utility Facilities, to any personal property or improvements owned by Grantor and located on the property herein described.

Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from within said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgement of Grantee may interfere with or endanger the constructing, maintaining, inspecting, repairing, reconstructing, and operating of said Utility Facility

The Grantor retains the right to fence, to plant, to maintain and to so use said parcels for their own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted Property owner shall not permit the construction or placement of any above or below ground structures within the easement area, including, but not limited to, canopies, grading, buildings, signage and/or covered facilities without written consent of Nevada Power Company

8|2|04 Aerial R-O-W Item#____

WITNESS my(our) hand(s) this ______ day of ________________ , 200__

CITY OF LAS VEGAS

BY. OSCAR B. GOODMAN
TITLE Mayor

BY
TITLE

APPROVED AS TO FORM
[signature] 6/21/04
DEPUTY CITY ATTORNEY Date

STATE OF NEVADA)

COUNTY OF CLARK)

On this___________ day of ______________________________ 20____
before me, a Notary Public, personally appeared ____________________________,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) who executed the within instrument as ____________________________
on behalf of CITY OF LAS VEGAS, and acknowledged to me that they executed it.

____
Notary Public

____
Notary Statement and/or Seal

RW10B

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
PAUL R. URBANO
NO. 13091
EXP. DATE
6/30/04

3-10-04

HMH INC.
8010 WEST SAHARA-SUITE 140
LAS VEGAS, NEVADA 89117-1956
PHONE: (702) 256-7850 FAX: (702) 256-1710

01723
HMH023-04
MARCH 8, 2004
RDC/DMF
APN 139-25-303-014 & -015

EXPLANATION: THIS LEGAL DESCRIBES AN EASEMENT FOR THE NEVADA POWER COMPANY PECOS-ARTESIAN TRANSMISSION LINE PROJECT

"Exhibit A"

THOSE PORTIONS OF PARCELS 2 AND 3 AS SHOWN BY MAP THEREOF ON FILE IN FILE 99, PAGE 16 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M D M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS·

PARCEL A:

THAT PORTION OF THE WEST 13 00 FEET OF THE EAST 310 00 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 25, LYING WITHIN SAID PARCEL 2

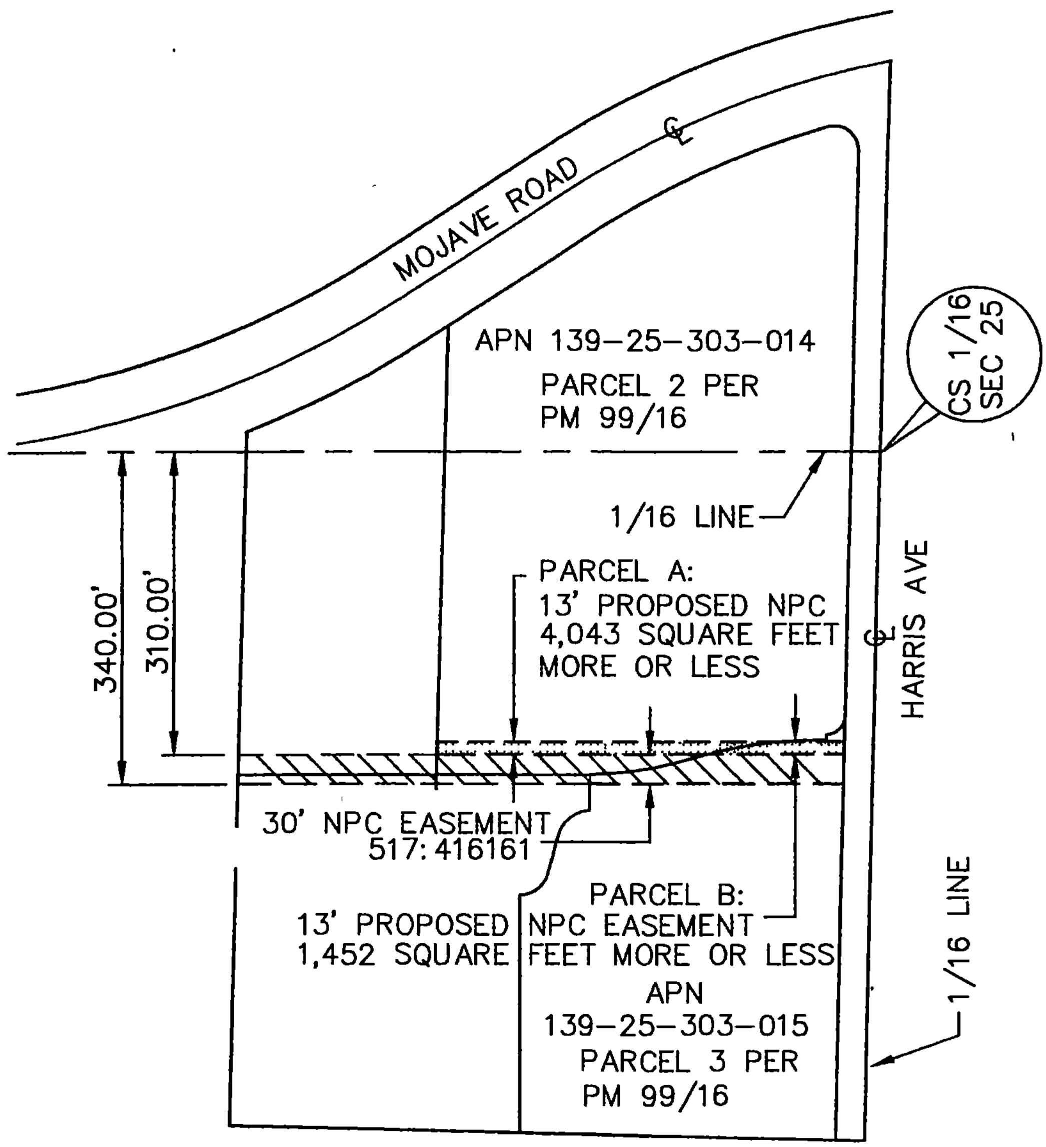
THE WEST LINE OF SAID EAST 310 00 FEET BEING CONTIGUOUS WITH THE EAST LINE OF A RIGHT OF WAY GRANT TO NEVADA POWER COMPANY RECORDED FEBRUARY 25, 1964 AS INSTRUMENT NO 416161 IN BOOK 517 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL B:

THAT PORTION OF THE WEST 13.00 FEET OF THE EAST 310 00 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 25, LYING WITHIN SAID PARCEL 3

THE WEST LINE OF SAID EAST 310 00 FEET BEING CONTIGUOUS WITH THE EAST LINE OF A RIGHT OF WAY GRANT TO NEVADA POWER COMPANY RECORDED FEBRUARY 25, 1964 AS INSTRUMENT NO. 416161 IN BOOK 517 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA

NOTE THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUES



TOTAL EASEMENT AREA: 5,495 SQ. FT.

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

NORTH
NOT TO SCALE

EXHIBIT "A"

PORTION OF SW 1/4, SEC. 25, T. 20 S., R.61 E.

PECOS–ARTESIAN EXHIBIT
TRANSMISSION LINE
PROJECT NO. – 1002003
RW# 69–04–yb

Nevada Power℠

AL HAGEN, P.L.S., W.R.S.
PRINCIPAL

HMH INC.

DIANE FITCH, SR/WA
RIGHT-OF-WAY MANAGER

PAUL URBANO, P.L.S.
SURVEY MANAGER

8010 W. SAHARA–SUITE 140
LAS VEGAS, NEVADA 89117-1956
PHONE: (702) 256-7850 • FAX: (702) 256-1710

April 26, 2004

City of Las Vegas
Public Works/Real Estate & Assets
400 Stewart Avenue
Las Vegas, Nevada 89101

ATTN: Mr. David Roark

RE: Nevada Power Company Aerial Right of Way Grant on Properties north of Harris Avenue and west of Mojave Road
APN 139-25-303-014 and 139-25-303-015

Dear Mr. Roark:

Nevada Power Company is presently acquiring additional rights of way for the 138kV transmission line between the Artesian Substation and Pecos Substation in the northeast part of the Las Vegas Valley. A portion of this existing transmission line is located along the east and west sides of the properties referenced above. HMH, Inc, has been contracted by Nevada Power Company to acquire the additional rights of way.

This project involves reframing poles and replacing one of the circuits. Additional right of way adjacent to the east side of the existing Nevada Power Company easement on your properties will be required in order to be in compliance with the National Electrical Safety Codes.

Therefore, enclosed is Nevada Power Company Aerial Right of Way Grant RW# 69-04yb for consideration and signature(s). An independent real estate appraiser has appraised the right of way and Nevada Power Company offers you the appraised amount of $33,000.00 calculated as follows:

Valuation of Easement Take in Setback Area: APN 139-25-303-014

Easement Area (net square feet)	1,105
Take Unit Value Opinion per sq ft (25% x $10.00)	x $2.50
Sub-Total Value Opinion of Take (rounded):	**$2,800.00**

Valuation of Easement Take in Setback Area: APN 139-25-303-015	
Easement Area (net square feet)	1,452
Take Unit Value Opinion per sq. ft. (25% x $10.00)	x $2.50
Sub-Total Value Opinion of Take (rounded):	**$3,650.00**
Valuation of Easement in Developable Area: APN 139-25-303-014	
Easement Area (net square feet)	2,938
Take Unit Value Opinion per sq ft. (90% x $10.00)	$9.00
Value Opinion of Take (rounded):	**$26,500.00**
Total Value Opinion of Takes (rounded):	**$33,000.00**

To accept this offer, please have the proper person(s) sign the document, the signature(s) notarized, and return it in the enclosed envelope. The document stamped "COPY" is for your files After receiving the properly completed document, property ownership will be verified, the document recorded, and the offer amount paid

Also enclosed is a copy of the appraisal report and a sketch showing the limits of the project and the pole reframing cross-sections. If you have any questions, or need additional information, please contact me at (702) 256-7850. Your prompt attention to this matter is appreciated.

Sincerely,

Diane M Fitch

Diane M. Fitch, SR/WA
Right of Way Manager

Enclosures

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE ☐ CONSENT ☒ DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Aerial Right-of-Way Grant between the City of Las Vegas and Nevada Power Company for 5,621 square feet of an easement area located south of Washington Avenue and west of Mojave Road, APN 139-25-303-001 ($30,500 revenue - Park Capital Improvement Projects) - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

On 4/29/04, Public Works/Real Estate received a letter from HMH, Inc. HMH has been contracted by Nevada Power to acquire additional rights-of-way for the 138kV transmission line between the Artesian Substation and Pecos Substation in the northeast part of the Las Vegas Valley. This project involves: reframing poles and replacing one of the circuits. The easement is required in order to be in compliance with the National Electrical Safety Codes. We have negotiated a price of $30,500 for the Aerial Right-of-Way Grant

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Aerial Rights-of-Way Grant
2. 4/29/04 HMH letter

COMMITTEE RECOMMENDATION:

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

MINUTES:

See Item 5 for related discussion.

(3:07-3:09)

APN: 139-25-303-001

Return to:
Land Services MS – 9
Nevada Power Co.
P.O. BOX 98910
Las Vegas, NV 89151-0001

AERIAL RIGHT OF WAY GRANT

I(We) CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY,** and to their successors and assigns, the perpetual right to construct, to operate, to add to, to maintain, and finally to remove a line or lines consisting of wires and cables for the transmission and distribution of electricity, and for telephone and/or other communication circuits, over, and cross the parcel(s) of land hereinafter described and the right of ingress and egress to and over said parcel(s), together with permission to cut and to trim brush and trees, as deemed necessary, to insure the safe and proper operation of said line or lines.

The above referred to parcels of land, situate in the City of Las Vegas, County of Clark, Nevada, are those portions of the Northeast Quarter (NE¼) of the Southwest Quarter (SW ¼) of Section 25, Township 20 South, Range 61 East, M D M., City of Las Vegas, County of Clark, Nevada, described as follows.

PARCEL 1

The West 7.00 feet of the East 320 00 feet of the North half of the Southwest Quarter (N½ SW¼) of said Section 25, being all within Parcel 3 as shown by map thereof on file in File 60 of Parcel Maps, Page 77, recorded May 17, 1989, as Instrument No 505, in Book 890517, in the Office of the County Recorder, Clark County, Nevada

EXCEPTING THEREFROM that portion lying South of the North Line of Existing Nevada Power Company Easement recorded May 26, 1965, as Instrument No. 506164 in Book 629, Official Records, Clark County, Nevada

FURTHER EXCEPTING THEREFROM the North 55.00 feet of the East 320.00 feet of the North Half of the Southwest Quarter (N½ SW¼) of said Section 25

Said easements being adjacent to and East and South of Nevada Power Company Easement recorded February 25, 1964, as Instrument No 416161 in Book 517, Official Records, Clark County, Nevada

PARCEL 2

The South 12 00 feet of the North 17.00 feet of Parcel 3 per said File 60 of Parcel Maps, Page 77.

EXCEPTING THEREFROM the West 17.00 feet.

Said easement being adjacent to and South of Nevada Power Company Easement recorded February 25, 1964, as instrument No. 416161 in Book 517, Official Records, Clark County, Nevada.

Also being adjacent and East of the East line of the above mentioned PARCEL 1.

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

1. Grantee shall have, at all times, the rights of ingress and egress over said described land for the purposes herein stated

2 Grantee shall be responsible for any damages, suffered by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating said Utility Facilities, to any personal property or improvements owned by Grantor and located on the property herein described

3. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from within said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgement of Grantee may interfere with or endanger the constructing, maintaining, inspecting, repairing, reconstructing, and operating of said Utility Facility.

RW# 549-03yb
WO# 1002003 – PECOS/ ARTESIAN
Reference Document· 211:171912

The Grantors retain the right to fence, to plant, to maintain and to so use said parcel for their own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any above or below ground structures within the easement area, including, but not limited to, canopies, grading, buildings, signage and/or covered facilities without written consent of Nevada Power Company.

WITNESS my (our) hand(s) this _______ day of _________________ , 200__

CITY OF LAS VEGAS

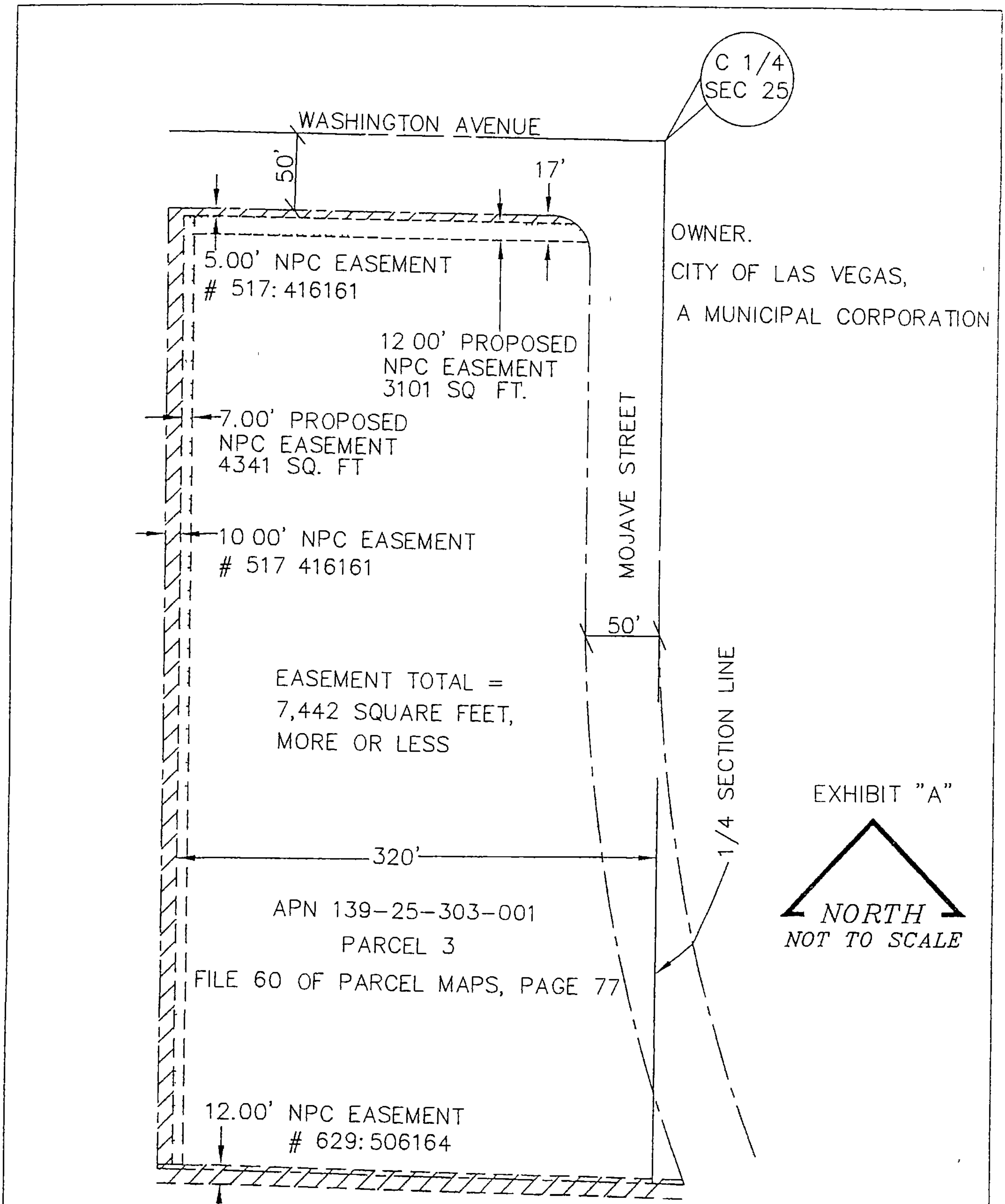
BY. Oscar B. Goodman	BY·
TITLE Mayor	TITLE.

APPROVED AS TO FORM:
Thomas R. Green 6/21/04
Deputy City Attorney Date

STATE OF NEVADA)
COUNTY OF CLARK)
On this___________ day of ______________________________, 20____________,
before me, a Notary Public, personally appeared _______________________________,
___________________________ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as ______________________ on behalf of CITY OF LAS VEGAS, and acknowledged to me that the City executed it.

____
Notary Public

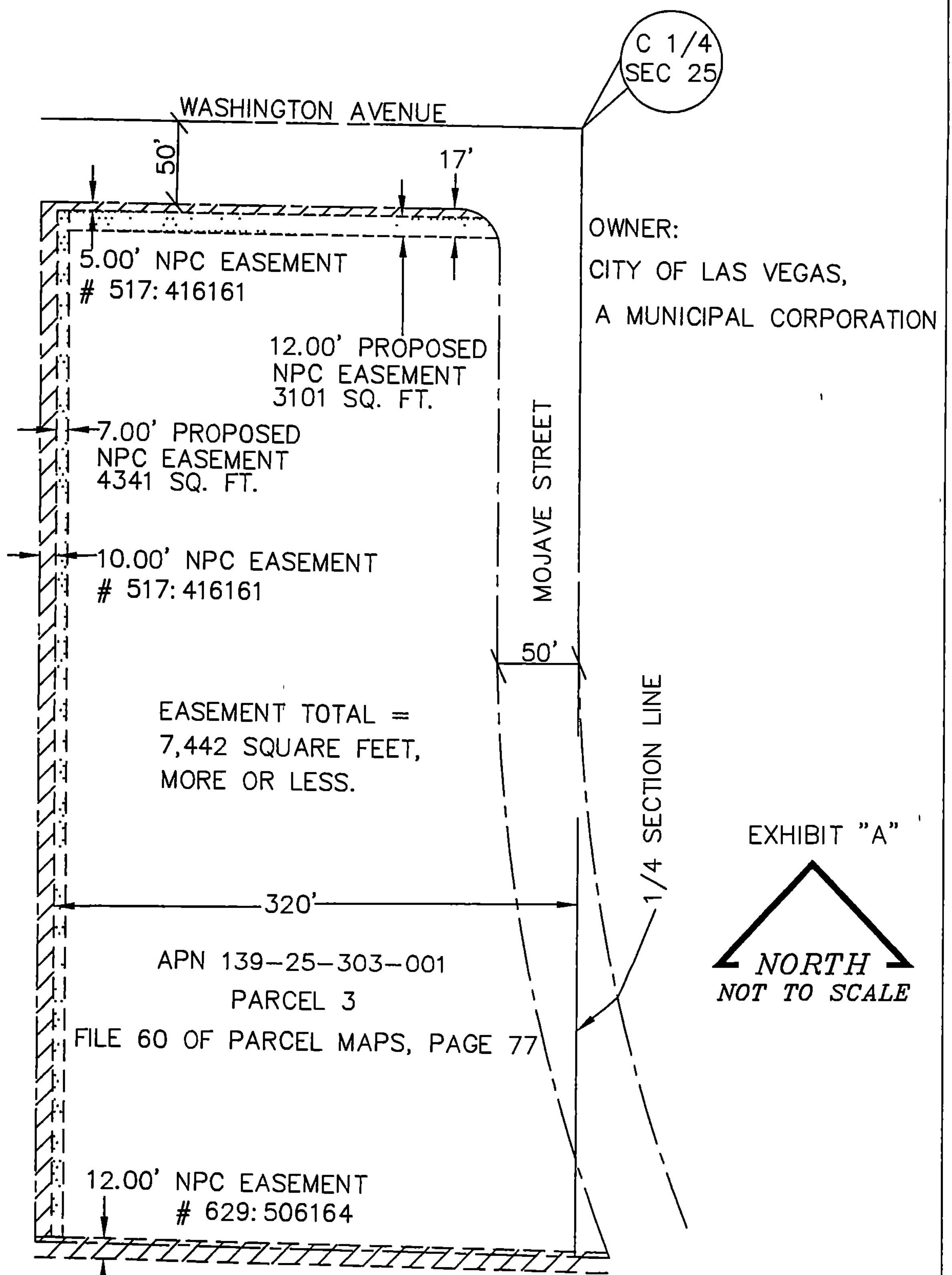
____
Notary Statement and/or Seal



POR. NE 1/4 SW 1/4, SEC. 25, T. 20 S., R 61 E.

PECOS – ARTESIAN 138kV
TRANSMISSION LINE
PROJECT NO. 1002003
RW# 549-03yb

Nevada Power[SM]



POR. NE 1/4 SW 1/4, SEC. 25, T. 20 S., R.61 E.

PECOS – ARTESIAN 138kV
TRANSMISSION LINE
PROJECT NO. 1002003
RW# 549-03yb

Nevada Power SM

AL HAGEN, P.L.S., W.R.S.
PRINCIPAL

HMH INC.

DIANE FITCH, SR/WA
RIGHT-OF-WAY MANAGER

PAUL URBANO, P.L.S.
SURVEY MANAGER

8010 W. SAHARA–SUITE 140
LAS VEGAS, NEVADA 89117-1956
PHONE: (702) 256-7850 • FAX: (702) 256-1710

April 29, 2004

City of Las Vegas
Public Works/Real Estate & Assets
400 Stewart Avenue
Las Vegas, Nevada 89101

ATTN: Mr. David Roark

RE: Nevada Power Company Aerial Right of Way Grant on Property south of Washington Avenue and west of Mojave Road
APN 139-25-303-001

Dear Mr. Roark:

Nevada Power Company is presently acquiring additional rights of way for the 138kV transmission line between the Artesian Substation and Pecos Substation in the northeast part of the Las Vegas Valley. A portion of this existing transmission line is located along the north and west sides of the property referenced above. HMH, Inc., has been contracted by Nevada Power Company to acquire the additional rights of way.

This project involves reframing poles and replacing one of the circuits. Additional right of way along the north and west sides of your property, adjacent to the existing Nevada Power Company easement will be required in order to be in compliance with the National Electrical Safety Codes.

Therefore, enclosed is Nevada Power Company Aerial Right of Way Grant RW# 549-03yb for consideration and signature(s). An independent real estate appraiser has appraised the right of way and Nevada Power Company offers you the appraised amount of $30,500.00 calculated as follows.

Valuation of Easement Take in Setback Area:

Easement Area (net square feet)	5,621
Take Unit Value Opinion per sq. ft. (25% x $10.00)	x $2.50
Value Opinion of Take (rounded):	**$14,050.00**

Valuation of Easement in Developable Area:

Easement Area (net square feet)	1,821
Take Unit Value Opinion per sq. ft. (90% x $10.00)	$9.00
Value Opinion of Take (rounded):	**$16,400.00**

Total Value Opinion of Take (rounded): **$30,500.00**

To accept this offer, please have the proper person(s) sign the document, the signature(s) notarized, and return it in the enclosed envelope. The document stamped "COPY" is for your files. After receiving the properly completed document, property ownership will be verified, the document recorded, and the offer amount paid.

Also enclosed is a copy of the appraisal report and a sketch showing the limits of the project and the pole reframing cross-sections. If you have any questions, or need additional information, please contact me at (702) 256-7850 Your prompt attention to this matter is appreciated.

Sincerely,

Diane M. Fitch

Diane M. Fitch, SR/WA
Right of Way Manager

Enclosures

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [ ] CONSENT [X] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Urban Chamber of Commerce for 1,280 square feet of office space in the City owned portion of Nucleus Plaza, located at 1052 West Owens Avenue ($1,408 monthly revenue - HUD/Community Development Block Grant/Nevada State Welfare/Nucleus Plaza-Common Area Maintenance/Miscellaneous Rentals) - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Urban Chamber of Commerce currently occupies the office space located at 1048 West Owens to operate a non-profit venture supporting local businesses emphasizing African-American owned business. Urban Chamber now desires to lease additional space at 1052 West Owens to operate a local business community center with related activities for non-profit. This is an eighteen-month lease with an option to renew for an additional six months.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON recommended Item 8 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Public Works
Item 8 – Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Urban Chamber of Commerce for 1,280 square feet of office space in the City owned portion of Nucleus Plaza, located at 1052 West Owens Avenue ($1,408 monthly revenue - HUD/Community Development Block Grant/Nevada State Welfare/Nucleus Plaza-Common Area Maintenance/Miscellaneous Rentals) - Ward 5 (Weekly)

MINUTES – Continued:
DAVID ROARK, Asset Management Division Manager, acknowledged the Urban Chamber of Commerce needs the office space to perform service work for the government and recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09-3:10)

1-183

LEASE AGREEMENT

THIS LEASE AGREEMENT 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 URBAN CHAMBER OF COMMERCE, a Nevada nonprofit corporation, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, the Tenant is interested in continuing to operate a local business community center with related activities for non-profit; and

WHEREAS, Landlord is the owner of certain real property located at 1052 West Owens Avenue, Las Vegas, Nevada, and commonly known and referred to as Nucleus Plaza Shopping Center; and

WHEREAS, the Tenant is currently occupying and is desirous to continue occupying the Landlords real property by leasing space at Nucleus Plaza Shopping Center to operate its non-profit business which supports and encourages the local business community under the terms, conditions, and covenants hereinafter set forth.

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

1. PREMISES.

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain commercial space comprising **(1,280+/-)** square feet located in the City of Las Vegas, County of Clark, State of Nevada, located at 1052 West Owens Avenue ("Premises") in Nucleus Plaza Shopping Center ("Shopping Center"), delineated on Exhibit "A" attached hereto and by this reference made a part of this Lease Agreement.

2. TERM.

2.1. Length of Term. The term of this Lease shall be for **eighteen (18)** months beginning on the **July 1, 2004** as hereinafter defined. Upon approval of the Las Vegas City Council, this Lease may be renewed for an **additional six months**. Each six months thereafter, the Las Vegas City Council will review the Lease to determine if it shall be renewed for an additional term of six months.. This Lease Agreement may be terminated with or without cause by either party providing the other 30-day 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. For example, if notification is provided on the 5th day of July, the Lease Agreement terminates on August 31st of that same year.

2.2. Commencement Date. The Commencement Date for this Lease Agreement will begin on the date first above written.

2.3 Execution Date. The Execution Date for this Lease Agreement is the date on which both parties have signed the agreement.

3. RENT.

3.1 Tenant agrees to pay to Landlord, at such place as Landlord may designate, without prior demand therefor and without any deduction or set off whatsoever, except as provided herein, the Base Rental Payment of **One Thousand Four Hundred and Eight dollars and no/100 ($1,408.00) per month.**

3.2 Tenant agrees that any and all work, repair or maintenance required and/or performed under Section 10 (Maintenance) is considered Supplement Rent in addition to the Base Rental Payment.

4. This section intentionally omitted.

5. CHANGES TO SHOPPING CENTER.

Landlord hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center.

6. USE.

Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to: supporting and encouraging the local business community and related services. Said business shall be operated under the trade name: Urban Chamber of Commerce. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.

7. CONTINUOUS OPERATION.

Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. Tenant shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

8. LAWS, WASTE, NUISANCE.

Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

9. SIGNS. AWNINGS AND CANOPIES.

9.1. Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. Landlord may, at Tenant's cost, remove any item erected in violation of this Section.

9.2. Uniform Signs. Landlord shall have the right to compel Tenant to purchase or lease, a facia sign for the front of Tenant's premises. Said sign shall be consistent with other signs in the Shopping Center. Landlord shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

10. MAINTENANCE.

10.1. Maintenance by Tenant. Tenant shall keep all portions of the Premises including but not limited to the foundations, windows, doors, plate glass or the interior surfaces of exterior walls, exterior walls and roof of the Premises (including painting the exterior surface of the exterior walls) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Premises which are concealed, structural, nonstructural, interior, systems, interior repainting and refinishing in good order, condition and repair. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Premises or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options, the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended). If any part of the Premises or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Premises which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.

10.2. Tenant shall fulfill all of Tenant's obligations under this Section 10.1 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Property as required by this Section 10.1, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

11. ALTERATIONS.

11. 1. Tenant Alterations and Improvement. Tenant shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

12. MECHANIC'S LIEN.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

13. UTILITIES.

Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by Landlord's acts or omissions. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord, Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

14. COMMON AREAS.

14. 1. Revocable License. All common areas in the Shopping Center which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. Landlord shall operate and maintain the common areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

15. ASSIGNMENT.

15.1. Assignment Prohibited. Tenant shall not transfer, assign, 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. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

15.2. Consent Required. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

15.3. Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to landlord reasonable fees, not to exceed $100.00, incurred in connection with processing documents necessary to the giving of such consent.

6. INDEMNITY.

(A) Tenant shall indemnify Landlord and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

(B) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures, or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

(C) Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

(D) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

(E) In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

17. INSURANCE.

17.1. At all times during its occupancy of the Premises, Tenant shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100ths Dollars ($1,000,000.00) for the injury to or the death of any one person, and Two Million and No/100ths Dollars ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million and No/100ths Dollars ($1,000,000.00). Tenant shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverages and names Landlord as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Landlord and Tenant. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to Landlord. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to Landlord.

18. DESTRUCTION.

18.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

18.2. Tenant's Remedies. The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items 18. 1(b) and (c). If Tenant shall terminate this Lease Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

19. CONDEMNATION.

19.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Lease shall cease and terminate as of the date of title vesting in such proceeding.

19.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant (except for the amount of floor space), then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation, which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

19.3. Landlord's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease. If this Lease is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

19.4. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant' s business and fixtures.

19.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

20. EVENTS OF DEFAULT REMEDIES.

20.1. Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 20.2:

(A) Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) Tenant fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.

(C) Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.

(D) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) Tenant violates either Section 7 or Section 16.

20.2. Remedies. Upon the occurrence of the events set forth in Section 20. 1, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry of taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

(C) Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(D) Should Landlord reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The remedies given to Landlord in this Section 20 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

21. This section intentionally omitted.

22. ACCESS TO PREMISES.

Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. Landlord shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Shopping Center that necessitates immediate corrective action.

23. CONTRACTOR.

With respect to each of Landlord's obligations under any provision of this Lease concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By Landlord's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at Landlord's option, be a corporation or other entity directly or indirectly affiliated with or controlled by Landlord); and/or, at Landlord's option, (ii) If at the time Landlord is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by Landlord's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by Landlord's contractor(s) or, if Landlord acts as such, by Landlord itself

24. ATTORNMENT.

In the event of the sale or assignment of Landlord's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as Landlord under this Lease.

25. QUIET ENJOYMENT.

Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

26. SURRENDER OF PREMISES.

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

27. This section intentionally omitted.

28. ATTORNEY'S FEES.

In the event that at any time during the term of this Lease either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

29. PAST DUE SUMS.

If Tenant fails to pay, when the same is due and payable, any rent, additional rent, or other sum to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. In addition thereto, Landlord may charge a sum of two percent (2%) of such unpaid amounts as a service fee. Notwithstanding the foregoing, however, Landlord's right concerning such interest and service fee shall be limited by the maximum amount, which may properly be charged by Landlord for such purposes under applicable law.

30. MISCELLANEOUS PROVISIONS.

30.1. No Partnership. Landlord does not by this Lease, in anyway or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

30.2. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord'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.

30.3. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

30.4. 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 United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord:	City of Las Vegas Real Estate and Asset Management 400 Stewart, 4th Floor Las Vegas, Nevada 89101
With additional copies to:	City of Las Vegas City Attorney's Office 400 East Stewart Avenue Las Vegas, Nevada 89101
To Tenant:	Urban Chamber of Commerce 1048 West Owens Avenue Las Vegas, Nevada 89106

30.5. Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Shopping Center is located.

30.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

30.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease except for Priority One Commercial which will be paid by the Owner a commission of two and half (2 ½)% of the gross amount of the rent for the term of the Lease Agreement, and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

30.8. Provisions Binding, Etc. 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. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Shopping Center, the Premises, or this Lease. Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

30.9. Entire Agreement, Etc. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

31. DISCLOSURE OF PRINCIPALS.

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

32. AUTHORITY OF SIGNATORIES.

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

...
...
...

33. 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.

GUARANTEED:

FOR VALUE RECEIVED, the undersigned hereby unconditionally guarantees the prompt and faithful execution and performance by Tenant of all of the obligations of Tenant set forth within this Lease Agreement and any modifications of said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date and year set forth above.

ATTEST:

By________________________________
BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 7/15/04
DEPUTY CITY ATTORNEY/DATE

URBAN CHAMBER OF
COMMERCE

By________________________________
DATE 7/19/04

Its Exec. Director

Lease Agreement between the City of Las Vegas and Urban Chamber of Commerce

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of ___________, 2004, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

____
NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

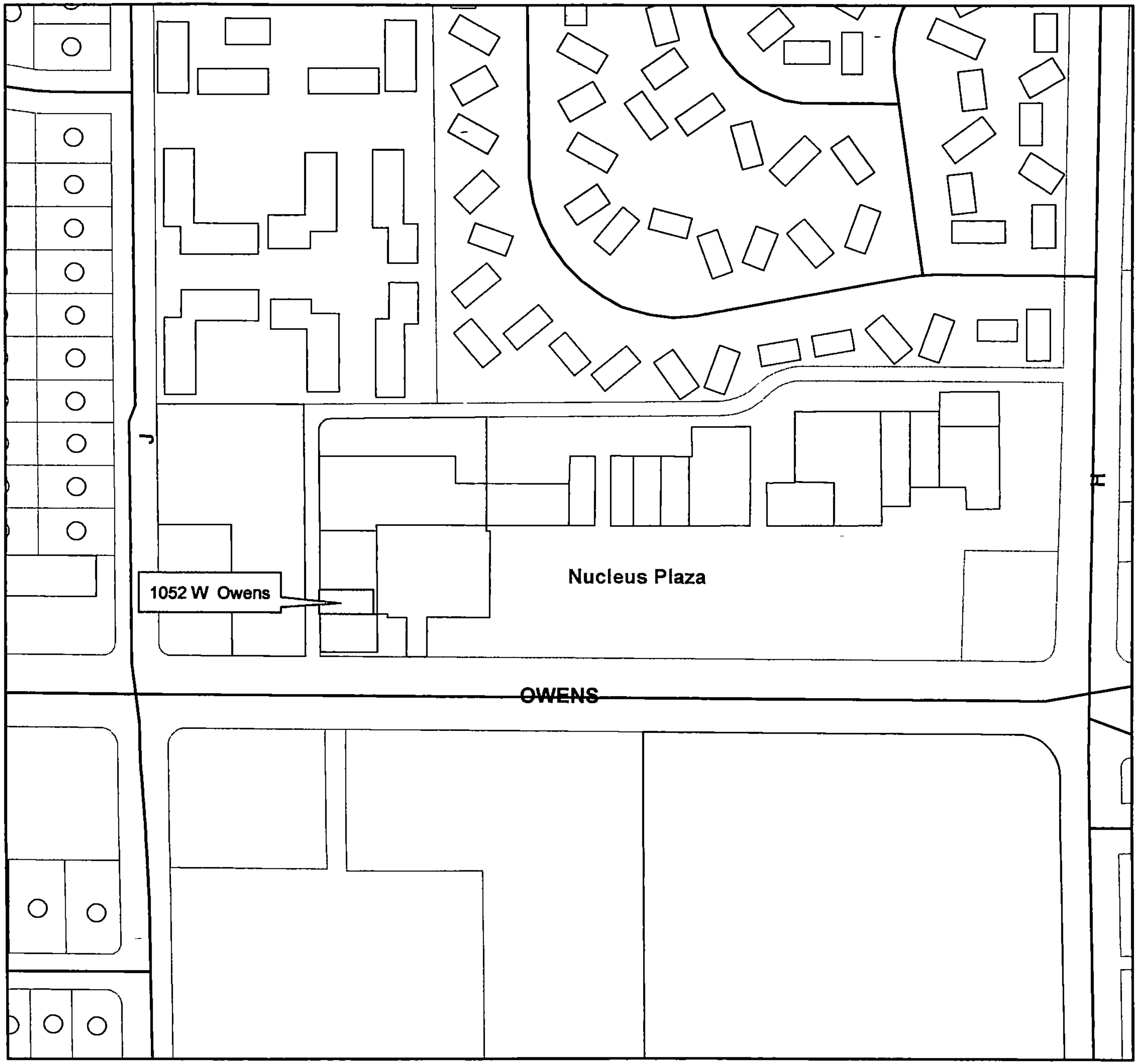
STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 19th day of July, 2004, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Louis E. Overstreet, who acknowledged that he/she executed the above instrument.

Nafeesa Sallee
NOTARY PUBLIC, in and for said County and State

NAFEESA SALLEE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 93-3420-1
MY APPT. EXPIRES JULY 15, 2005

EXHIBIT "A"



Site Map

Legend

Street Centerline

Building Footprints

City of Las Vegas

Parcels

Real Estate & Asset Mgmnt

N

07/08/2004

EXHIBIT "B"

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**
Urban Chamber of commerce	Subject Matter of Contract/Agreement: — Lease Agreement
Name 1048 W. Owens	
Address Las Vegas, NV 89101	
Social Security # ___-__-____ 282 5552	

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.	Exec. Dir. E.L. Overstreet	1048 W. Owens	648-6222
2.	Pres. Hannah Brown	1048 W Owens	648 6222.
3.	V. Pres. Ron Despensa	1048 W. Owens	648 6-
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.

____
Name

6/28/04
Date

Subscribed and sworn to before me this 28 day of June

______________, 200~~3~~.4

Brenda B Williams
Notary Public

BRENDA B. WILLIAMS
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 94-2760-1
MY APPT. EXPIRES APR. 11, 2008

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE ☐ CONSENT ☒ DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Second Amendment to Interlocal Contract between the City of Las Vegas and the Board of Regents of the University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas, School of Architecture for additional office space located at 400 South Las Vegas Boulevard - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Both parties, in their collective efforts to provide facilities of higher learning in the downtown area, desire to amend the Interlocal Contract to add additional office space.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Second Amendment to Interlocal Contract

COMMITTEE RECOMMENDATION:
COUNCILMAN WOLFSON recommended Item 9 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:
COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Asset Management Division Manager, conveyed the City's wish to amend the current lease to provide the additional office space needed and he recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:10-3:11)

SECOND AMENDMENT TO INTERLOCAL CONTRACT FOR THE LEASE OF PROPERTY AT FIFTH STREET SCHOOL FOR UNLV SCHOOL OF ARCHITECTURE

This Second Amendment to the Lease ("this Amendment") is made on this ____ day of ________, 2004, by and between the City of Las Vegas (Lessor) and the Board of Regents of the University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas, School of Architecture (Lessee)

Whereas, Lessee leases office space from Lessor located at 400 Las Vegas Boulevard South, known as the Fifth Street School and;

Whereas, Lessee entered into a First Amendment to the Lease dated June 16, 2004 and;

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

1) Lessee is to occupy additional space consisting of approximately 724 square feet, known as Room # 300. The location and dimensions of the Premises are shown more particularly on the Site map, Exhibit "A".

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

...

...

SECOND AMENDMENT TO INTERLOCAL CONTRACT FOR THE LEASE OF PROPERTY AT FIFTH STREET SCHOOL FOR UNLV SCHOOL OF ARCHITECTURE

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

CITY OF LAS VEGAS

ATTEST:

OSCAR B. GOODMAN, MAYOR

"Lessor"

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 7/20/04
DEPUTY CITY ATTORNEY/DATE

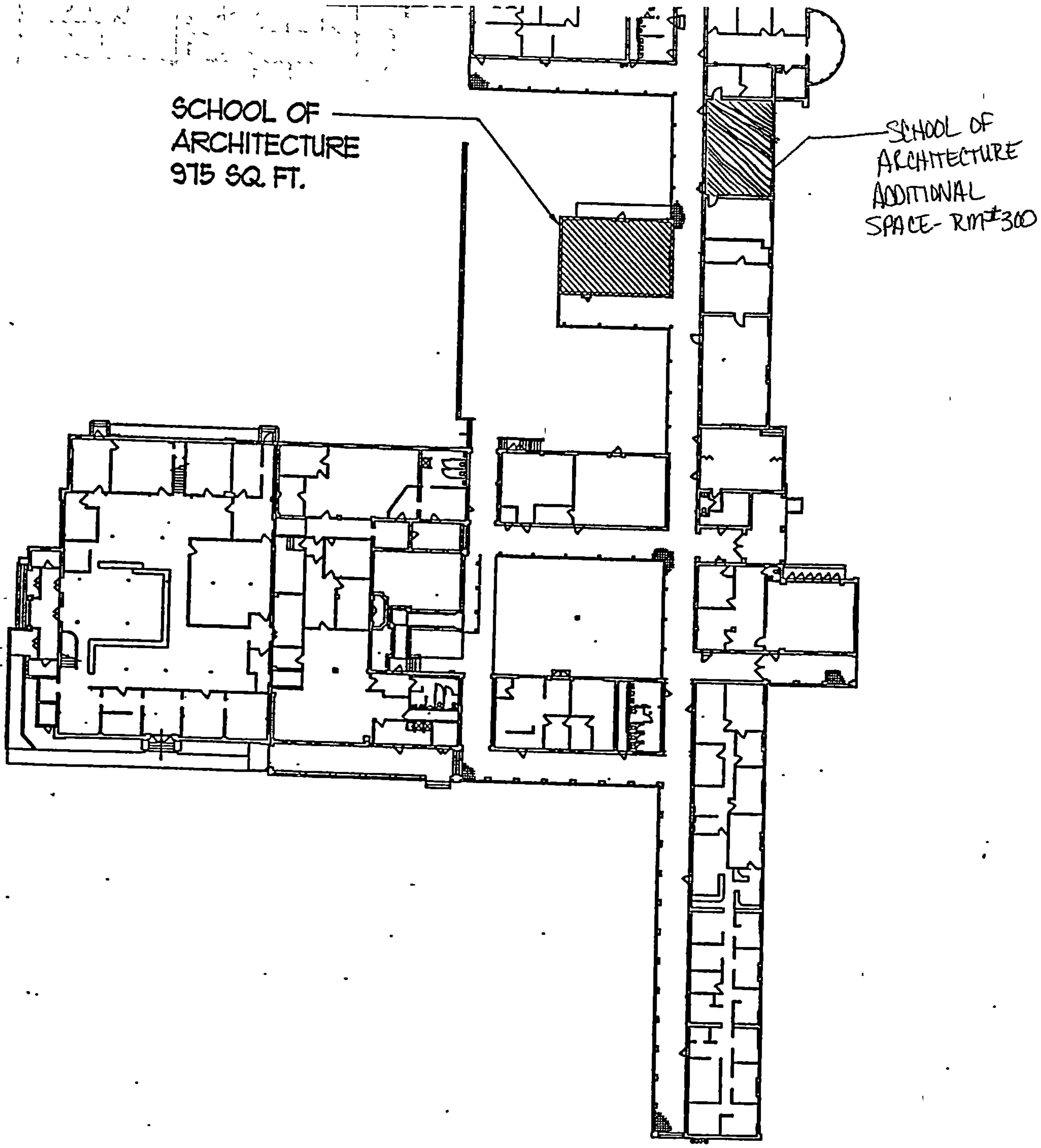
Recommended By: ______________________
Michael Kroelinger, Director, School of Architecture

Recommended By: ______________________
Jeffrey Koep, Dean, College of Fine Arts

Recommended By: ______________________
George Scaduto, Interim Vice President Finance

BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS – "Lessee"

Approved By: ______________________
Carol C. Carter, President



Floor Plan

Scale: N.T.S.

Project North ▲

DEPARTMENT OF PUBLIC WORKS

SCALE: Full Scale	DEPARTMENT OF PUBLIC WORKS ARCHITECTURAL SERVICES	Fifth Street School	
DATE: 8/2/99		Renovation '99 - UNLY Classrooms -	
FILE: c:\bldgs\fw\5thstfcplan	400 EAST STEWART AVENUE LAS VEGAS, NEVADA 89101		1
DRAWN BY: BBREED	PHONE: (702) 229-6555 FAX: (702) 382-3232 TDD: (702) 386-9108	Floor Plan	1 of 2

CITY OF LAS VEGAS NEVADA

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [ ] CONSENT [X] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding Angel Park Golf, LLC, to become the temporary current holder and "Party" of the restated Management Agreement dated September 15, 1999, for the Angel Park Golf Course - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On 5/28/04 Public Works/Real Estate received a letter from the law offices of John R. Bailey representing Las Vegas Golf I, LLC, informing us they are reorganizing and wish to make Angel Park Golf LLC, the "Party" to the Restated Management Agreement and all related Amendments. Angel Park Golf LLC, is a wholly owned subsidiary of Las Vegas Golf I, LLC, which is wholly owned subsidiary of Pacific Life Insurance Company, who assumed ownership of the Management Agreement through a bankruptcy sale in 2003.

RECOMMENDATION:
Staff recommends approval subject to permanent approval of the liquor licenses, at which time the temporary approval would become permanent

BACKUP DOCUMENTATION:
1. 5/28/04 letter from Scott A. Eaton, Esq. (Law Office of John R. Bailey)
2. Disclosure of Principals
3. Organizational Chart

COMMITTEE RECOMMENDATION:
COUNCILMAN WOLFSON recommended Item 10 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:
COUNCILMAN WEEKLY declared the Public Hearing open.

City of Las Vegas

Agenda Item No. 10

REAL ESTATE COMMITTEE MEETING OF JULY 19, 2004
Public Works
Item 10 – Discussion and possible action regarding Angel Park Golf, LLC, to become the temporary current holder and "Party" of the restated Management Agreement dated September 15, 1999, for the Angel Park Golf Course - Ward 2 (Wolfson)

MINUTES – Continued:
DAVID ROARK, Asset Management Division Manager, explained the request is to change Angel Park Golf, LLC, as the "Party" to the Restated Management Agreement, and recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:11-3:12)
1-236

LAW OFFICES OF
JOHN R. BAILEY
A PROFESSIONAL CORPORATION

CITY CENTER WEST, SUITE 108
7201 WEST LAKE MEAD BOULEVARD
LAS VEGAS, NEVADA 89128-8354

SCOTT A. EATON

TELEPHONE (702) 562-8820
FACSIMILE (702) 562-8821
Scott@JohnBaileyLaw.com

May 28, 2004

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
Hand delivered
2004 MAY 28 P 2:09

__Via Facsimile 384-0527 and U.S. Mail__
David Roark
Manager, Real Estate & Assets
City of Las Vegas
400 Stewart Avenue, Fourth Floor
Las Vegas, Nevada 89101

Re: Angel Park Golf Club

Dear Mr. Roark:

Consistent with our recent exchanges on the subject, the current holder of the Management Agreement for the Angel Park Golf Club, Las Vegas Golf I, LLC, is in the process of reorganizing the parties and arrangements for the day-to-day operation of that facility. The proposed reorganization and rearrangement is being done primarily to address concerns raised by the City of Las Vegas last year when Las Vegas Golf I, LLC was first approved for this location. Therefore, this letter shall constitute the application of Las Vegas Golf I, LLC for approval to make those changes. The proposed new arrangement is outlined on the enclosed chart. Specifically, Las Vegas Golf I, LLC, wishes to insert its wholly-owned subsidiary, Angel Park Golf, LLC, as the new party to the Management Agreement, LLC. Subject to approval from the City (application being submitted under separate cover), Angel Park Golf, LLC, would become the new holder of the liquor and business licenses at the Angel Park Golf Club. In addition, Angel Park Golf, LLC, would enter into an Operational Services Provider Agreement with OB Sports Golf Management (AP), LLC, to handle the day-to-day operations at Angel Park Golf Club, subject to approval from the City of Las Vegas of that designation as Manager. OB Sports Golf Management (AP), LLC, currently holds a provisional approval from the City of Las Vegas as the designated day-to-day manager of Angel Park Golf Club.

To support these applications to your office, we have enclosed the following documentation:

1. Operational Services Provider Agreement

2. Certificate – Disclosure of Ownership/Principals for OB Sports Golf Management

3. Certificate – Disclosure of Ownership/Principals for Angel Park Golf, LLC

The contact person out at Angel Park Golf Club is as follows:

David Bogue, Manager
Angel Park Golf Club
100 S. Rampart Blvd.
Las Vegas, Nevada 89145
(702) 254-0564

To the extent the City should ever find it necessary or desirable to contact the parent company of Angel Park Golf, LLC, the contact person shall be:

Dale E. Hawley, Esq.
Legal Department
Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397
(949) 219-3225

We trust this is satisfactory for your purposes at this time. Please advise should there be any questions or a need for anything additional. Thank you for your cooperation and assistance in this matter.

Sincerely,

Scott A. Eaton

SAE/rck

Enclosures

cc: Las Vegas Business Services (w/ liquor and business license application)
Dale Hawley, Esq. (w/o enclosures)

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)
Name	Angel Park Golf, LLC
Address	100 S. Rampart Blvd. Las Vegas, NV 89145

Block 2	Description
Subject Matter of Contract/Agreement:	Management Agreement -Angel Park Golf Course

EIN or Social Security # ___-__-___-___ 33-0738940

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 wel as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
2.	Las Vegas Golf I, LLC, Sole Member	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
3.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
4.	Pacific Life Insurance Co, Sole Member of Sole Member	P.O Box 9000 Newport Beach, CA 92658	(800) 800-7646
5.	Thomas C. Sutton, FSA, Chairman and CEO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
6.	Glenn S Schafer, CPA, President	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
7.	Khanh T. Tran, CFO	P O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
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.

____
Name

____________________, 2004
Date

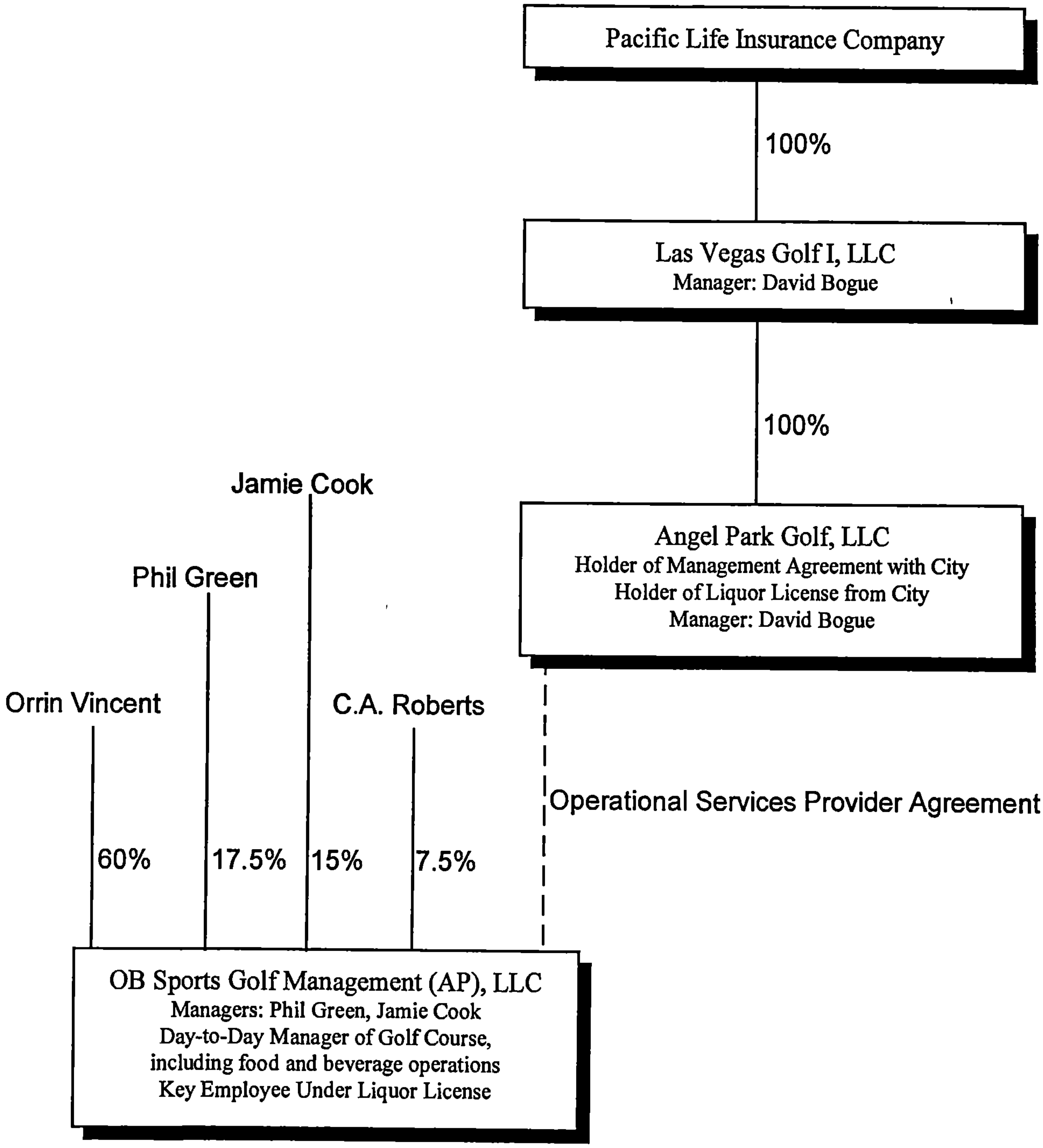
Subscribed and sworn to before me this 8th day of

March, 2004.

Rene C. Kevish
Notary Public

RENE C. KEVISH
Notary Public State of Nevada
No. 97-0854-1
My appt. exp. Dec. 3, 2006

Angel Park Golf Club
Proposed New Arrangement



City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

DEPARTMENT: PUBLIC WORKS

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B. Sports Golf Management (AP), LLC, and Angel Park Golf, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:

On December 17, 2003, City Council approved extension of a temporary operational agreement between Las Vegas Golf I and O.B. Sports Management, subject to reconsideration at the time the liquor license comes forward to Council and a six-month temporary liquor license. The temporary liquor license was extended for six-months, which will expire on 7/19/04. We now wish to extend the temporary approval another six (6) months to coincide with the Business License approval process.

RECOMMENDATION:

Staff recommends approval to extend the temporary operational agreement to 1/19/05 and allow it to be permanent upon final approval of the liquor license if that occurs prior to 1/19/05

BACKUP DOCUMENTATION:

1. 5/28/04 letter from Scott A. Eaton (Law Office of John R. Bailey)
2. Disclosure of Principals
3. Organizational Chart

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON recommended Item 11 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 JULY 19, 2004
Public Works
Item 11 – Approval to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B. Sports Golf Management (AP), LLC, and Angel Park Golf, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)

MINUTES – Continued:
DAVID ROARK, Asset Management Division Manager, described the temporary status of the agreement until the liquor license is permanently approved. Both agreements will be permanently approved, once the license if permanently approved. He recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:12-3:13)

1-264

LAW OFFICES OF
JOHN R. BAILEY
A PROFESSIONAL CORPORATION

CITY CENTER WEST, SUITE 108
7201 WEST LAKE MEAD BOULEVARD
LAS VEGAS, NEVADA 89128-8354

SCOTT A. EATON

TELEPHONE (702) 562-8820
FACSIMILE (702) 562-8821
Scott@JohnBaileyLaw.com

May 28, 2004

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
Hand delivered
2004 MAY 28 P 2: 09

Via Facsimile 384-0527 and U.S. Mail
David Roark
Manager, Real Estate & Assets
City of Las Vegas
400 Stewart Avenue, Fourth Floor
Las Vegas, Nevada 89101

Re: Angel Park Golf Club

Dear Mr. Roark:

Consistent with our recent exchanges on the subject, the current holder of the Management Agreement for the Angel Park Golf Club, Las Vegas Golf I, LLC, is in the process of reorganizing the parties and arrangements for the day-to-day operation of that facility. The proposed reorganization and rearrangement is being done primarily to address concerns raised by the City of Las Vegas last year when Las Vegas Golf I, LLC was first approved for this location. Therefore, this letter shall constitute the application of Las Vegas Golf I, LLC for approval to make those changes. The proposed new arrangement is outlined on the enclosed chart. Specifically, Las Vegas Golf I, LLC, wishes to insert its wholly-owned subsidiary, Angel Park Golf, LLC, as the new party to the Management Agreement, LLC. Subject to approval from the City (application being submitted under separate cover), Angel Park Golf, LLC, would become the new holder of the liquor and business licenses at the Angel Park Golf Club. In addition, Angel Park Golf, LLC, would enter into an Operational Services Provider Agreement with OB Sports Golf Management (AP), LLC, to handle the day-to-day operations at Angel Park Golf Club, subject to approval from the City of Las Vegas of that designation as Manager. OB Sports Golf Management (AP), LLC, currently holds a provisional approval from the City of Las Vegas as the designated day-to-day manager of Angel Park Golf Club.

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Angel Park Golf Club
100 S. Rampart Blvd.
Las Vegas, Nevada 89145
(702) 254-0564

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Dale E. Hawley, Esq.
Legal Department
Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397
(949) 219-3225

We trust this is satisfactory for your purposes at this time. Please advise should there be any questions or a need for anything additional. Thank you for your cooperation and assistance in this matter.

Sincerely,

Scott A. Eaton

SAE/rck

Enclosures

cc: Las Vegas Business Services (w/ liquor and business license application)
Dale Hawley, Esq. (w/o enclosures)

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)
Name	Angel Park Golf, LLC
Address	100 S. Rampart Blvd. Las Vegas, NV 89145

Block 2	Description
Subject Matter of Contract/Agreement:	Management Agreement -Angel Park Golf Course

EIN or Social Security # ___-__-___-___ 33-0738940

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
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3.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
4.	Pacific Life Insurance Co, Sole Member of Sole Member	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
5.	Thomas C. Sutton, FSA, Chairman and CEO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
6.	Glenn S. Schafer, CPA, President	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
7.	Khanh T. Tran, CFO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
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10.			

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Block 5 **Disclosure of Ownership and Principals - Alternate**

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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.

[signature]
Name

, 2004
Date

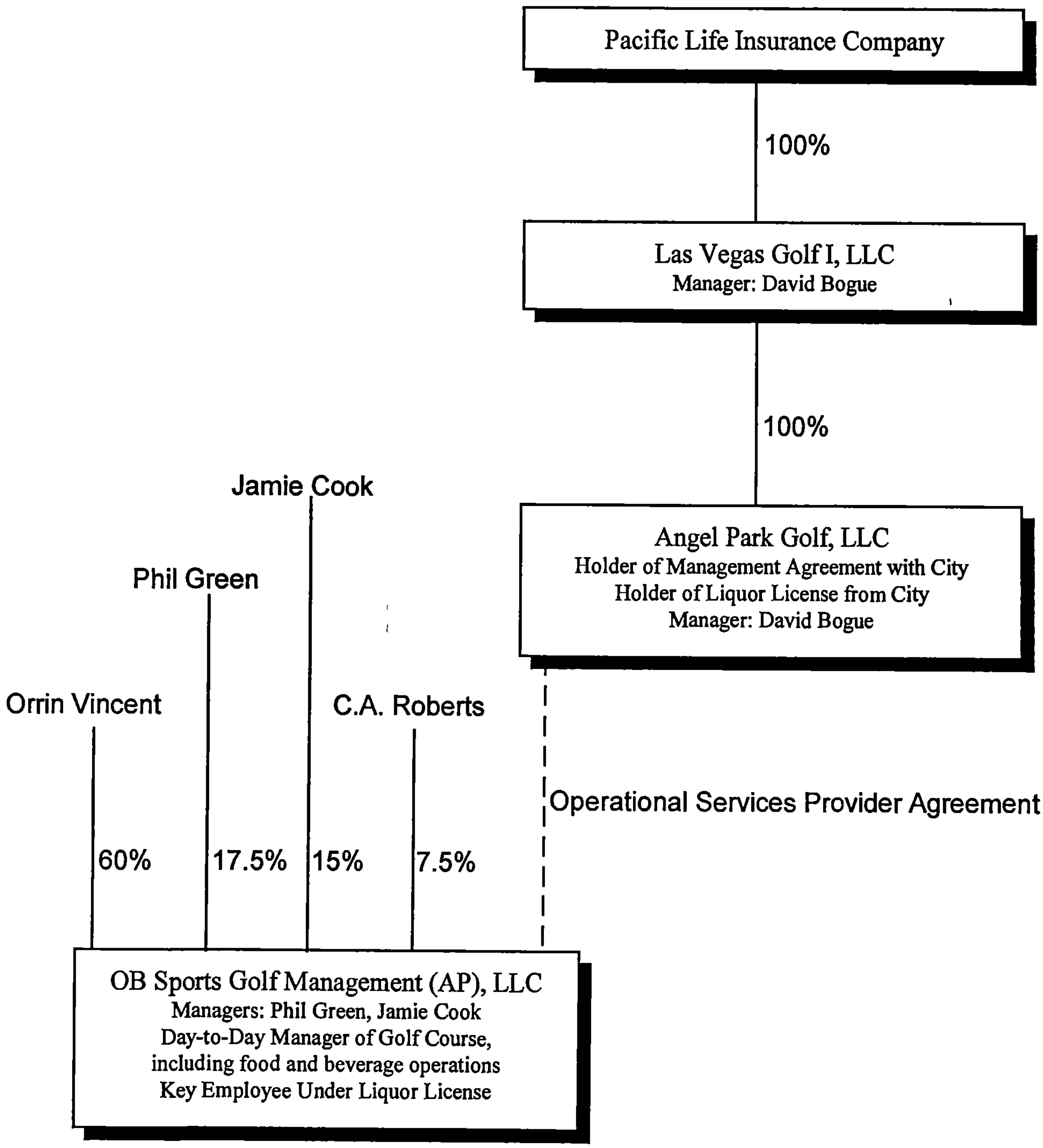
Subscribed and sworn to before me this 8th day of

March, 2004.

Rene C. Kevish
Notary Public

RENE C. KEVISH
Notary Public State of Nevada
No. 97-0854-1
My appt. exp. Dec. 3, 2006

Angel Park Golf Club
Proposed New Arrangement



City of Las Vegas

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: AUGUST 2, 2004

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMITTEE. NO SUBJECT MAY BE ACTED UPON BY THE COMMITTEE UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED.

MINUTES:

None.

(3:13)
1-266

THE MEETING ADJOURNED AT 3:13 P.M.

Respectfully submitted: Ydoleena Yturralde

YDOLEENA YTURRALDE, DEPUTY CITY CLERK
August 3, 2004