



**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>
TUESDAY, AUGUST 31, 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. Approval of a Right-of-Way Grant for Ingress & Egress Purposes, between the City of Las Vegas and Stella Lake Partners, LLC, for an easement located on the north side of Mt. Mariah Drive, approximately 270 feet east of Stella Lake Street, APN 139-21-313-009 - Ward 5 (Weekly)
2. Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street - Ward 5 (Weekly)
3. Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and Jude 22, a Nevada non-profit corporation, for approximately 1200 square feet of office space and the use of a 400 square foot trailer for storage purposes located at 320 South 9th Street - Ward 5 (Weekly)
4. Discussion and possible action regarding a First Amendment to Lease between Credit Union Plaza and the City of Las Vegas for lease of approximately 2,541 square feet of office space located at 3100 West Sahara Avenue, Suite 116, for use by the City's Senior Citizens Law Project (\$4,608/month - Leisure Services/State of Nevada Division of Aging Services) - Ward 1 (Moncrief)
5. Discussion and possible action regarding a Memorandum of Understanding (MOU) between the City of Las Vegas (City) and the Clark County School District (District) regarding use of approximately five acres of land located east of the Kay Carl Elementary School site located at 5625 Corbett Street - Ward 6 (Mack)
6. Discussion and possible action regarding a Memorandum of Understanding with Lone Mountain Little League, a non-profit organization, for the installation of two electronic remote controlled scoreboards on existing fields at Mountain Ridge Park located at 7151 Oso Blanca Road - Ward 6 (Mack)
7. Discussion and possible action regarding entering into negotiations with The Salvation Army for a Purchase Agreement for approximately 3 1/5 acres of land in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development of an affordable family housing community - Ward 5 (Weekly)
8. Discussion and possible action regarding entering into negotiations with The Shade Tree, Inc., for the purchase of approximately one acre of City land in the vicinity of Owens Avenue and Main Street for an off-site expansion - Ward 5 (Weekly)
9. Discussion and possible action regarding a Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc. for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - City Parkway IV-A/Miscellaneous Rentals) - Ward 5 (Weekly)

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

921

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **24th** day of **August, 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 **31st** 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

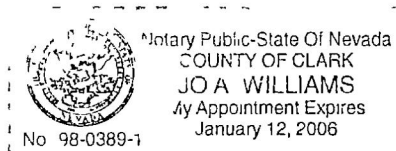
DEPARTMENT

Subscribed and sworn to before me this

25th day of AUGUST, 2004

[Signature]

NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

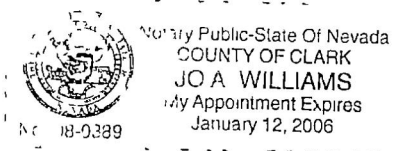
1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington

Paula Clark

City Clerk
DEPARTMENT

25th day of AUGUST, 2004

NOTARY PUBLIC in and for said County and State





REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 2004

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

MINUTES:

PRESENT: COUNCILWOMAN MONCRIEF and COUNCILMAN WOLFSON

Also Present: DEPUTY CITY MANAGER BETSY FRETWELL, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TOM GREEN, AND DEPUTY CITY CLERK ANGELA CROLLI

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

(3:02)

1-1

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 2004****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: SCOTT D. ADAMS**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Right-of-Way Grant for Ingress & Egress Purposes, between the City of Las Vegas and Stella Lake Partners, LLC, for an easement located on the north side of Mt. Mariah Drive, approximately 270 feet east of Stella Lake Street, APN 139-21-313-009 - Ward 5 (Weekly)

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

The site development plan for the office building being developed by Stella Lake Partners, LLC ("Developer") requires driveway access at the southeastern corner of the project site. To accommodate this driveway, the Developer has requested an Ingress & Egress Easement to allow for a turning radius which would encompass 86 square feet of the City-owned property immediately east and adjacent to the project site. This Right-of-Way Grant will grant the easement to the Developer for \$1.00 and in consideration of the Developer's planned office building.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Right-of-way Grant for Ingress & Egress Purposes
2. Legal Description
3. Exhibit "B" Map of Easement
4. Letter from Augie Tortora, Harwood & Associates, dated July 19, 2004

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 1 – Discussion and possible action regarding a Right-of-Way Grant for Ingress & Egress Purposes, between the City of Las Vegas and Stella Lake Partners, LLC, for an easement located on the north side of Mt. Mariah Drive, approximately 270 feet east of Stella Lake Street

MINUTES – Continued:

DAVID ROARK, Real Estate and Asset Manager, stated that this easement is being granted to the developer who is constructing the FBI building in the Enterprise Park. It consists of approximately a 20 by 20 section of land. He recommended approval.

DEPUTY CITY ATTORNEY TOM GREEN indicated the words “Exhibit A” need to be stamped on the first page of the legal description.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:03 – 3:04)

1-8

APN: 139-21-313-009

WHEN RECORDED MAIL & SEND
TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

RIGHT OF WAY GRANT FOR INGRESS & EGRESS PURPOSES

I (WE): CITY OF LAS VEGAS, a Municipal Corporation
of the State of Nevada

the undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to STELLA LAKE PARTNERS, LLC, a Virginia limited liability company, its successors and assigns, an easement for ingress and egress purposes upon, over, and across the following described parcel of land.

**FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT “A” ATTACHED
HERETO AND BY THIS REFERENCE MADE A PART HEREOF**

For: Ingress/Egress easement located on the north side of Mt. Mariah Dr., approx. 270'± east of Stella Lake St.

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

Continued:
Page 1 of 2

1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2827 2828 2829 2830 2831 2832 2833 2834 2835 2836 2837 2838 2839 2840 2841 2842 2843 2844 2845 2846 2847 2848 2849 2850 2851 2852 2853 2854 2855 2856 2857 2858 2859 2860 2861 2862 2863 2864 2865 2866 2867 2868 2869 2870 2871 2872 2873 2874 2875 2876 2877 2878 2879 2880 2881 2882 2883 2884 2885 2886 2887 2888 2889 2890 2891 2892 2893 2894 2895 2896 2897 2898 2899 2900 2901 2902 2903 2904 2905 2906 2907 2908 2909 2910 2911 2912 2913 2914 2915 2916 2917 2918 2919 2920 2921 2922 2923 2924 2925 2926 2927 2928 2929 2930 2931 2932 2933 2934 2935 2936 2937 2938 2939 2940 2941 2942 2943 2944 2945 2946 2947 2948 2949 2950 2951 2952 2953 2954 2955 2956 2957 2958 2959 2960 2961 2962 2963 2964 2965 2966 2967 2968 2969 2970 2971 2972 2973 2974 2975 2976 2977 2978 2979 2980 2981 2982 2983 2984 2985 2986 2987 2988 2989 2990 2991 2992 2993 2994 2995 2996 2997 2998 2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010 3011 3012 3013 3014 3015 3016 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 3027 3028 3029 3030 3031 3032 3033 3034 3035 3036 3037 3038 3039 3040 3041 3042 3043 3044 3045 3046 3047 3048 3049 3050 3051 3052 3053 3054 3055 3056 3057 3058 3059 3060 3061 3062 3063 3064 3065 3066 3067 3068 3069 3070 3071 3072 3073 3074 3075 3076 3077 3078 3079 3080 3081 3082 3083 3084 3085 3086 3087 3088 3089 3090 3091 3092 3093 3094 3095 3096 3097 3098 3099 3100 3101 3102 3103 3104 3105 3106 3107 3108 3109 3110 3111 3112 3113 3114 3115 3116 3117 3118 3119 3120 3121 3122 3123 3124 3125 3126 3127 3128 3129 3130 3131 3132 3133 3134 3135 3136 3137 3138 3139 3140 3141 3142 3143 3144 3145 3146 3147 3148 3149 3150 3151 3152 3153 3154 3155 3156 3157 3158 3159 3160 3161 3162 3163 3164 3165 3166 3167 3168 3169 3170 3171 3172 3173 3174 3175 3176 3177 3178 3179 3180 3181 3182 3183 3184 3185 3186 3187 3188 3189 3190 3191 3192 3193 3194 3195 3196 3197 3198 3199 3200 3201 3202 3203 3204 3205 3206 3207 3208 3209 3210 3211 3212 3213 3214 3215 3216 3217 3218 3219 3220 3221 3222 3223 3224 3225 3226 3227 3228 3229 3230 3231 3232 3233 3234 3235 3236 3237 3238 3239 3240 3241 3242 3243 3244 3245 3246 3247 3248 3249 3250 3251 3252 3253 3254 3255 3256 3257 3258 3259 3260 3261 3262 3263 3264 3265 3266 3267 3268 3269 3270 3271 3272 3273 3274 3275 3276 3277 3278 3279 3280 3281 3282 3283 3284 3285 3286 3287 3288 3289 3290 3291 3292 3293 3294 3295 3296 3297 3298 3299 3300 3301 3302 3303 3304 3305 3306 3307 3308 3309 3310 3311 3312 3313 3314 3315 3316 3317 3318 3319 3320 3321 3322 3323 3324 3325 3326 3327 3328 3329 3330 3331 3332 3333 3334 3335 3336 3337 3338 3339 3340 3341 3342 3343 3344 3345 3346

LOCATION: Mt. Mariah Dr. & Stella Lake St.

Page 2 of 2

**LEGAL DESCRIPTION
FOR
INGRESS/EGRESS EASEMENT**

A PORTION OF LOT SEVEN (7), OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 54, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND LYING WITHIN THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID NORTH HALF (N 1/2); THENCE ALONG THE NORTH LINE THEREOF, SAID NORTH LINE BEING COINCIDENT WITH THE CENTERLINE OF LAKE MEAD BOULEVARD, NORTH 89°32'57" WEST, A DISTANCE OF 734.57 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID CENTERLINE, SOUTH 00°27'03" WEST A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 7-1 AS SHOWN BY THAT CERTAIN RECORD OF SURVEY IN FILE 116, PAGE 32 OF SURVEYS, IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID LAKE MEAD BOULEVARD; THENCE ALONG THE EAST LINE OF SAID LOT 7-1, SOUTH 00°17'00" WEST A DISTANCE OF 700.51 FEET TO THE **POINT OF BEGINNING**; SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 31.42 FEET TO THE SOUTH LINE OF SAID LOT 7, SAID SOUTH LINE BEING COINCIDENT THE NORTH RIGHT-OF-WAY OF MOUNT MARIAH DRIVE; THENCE ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°43'00" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7-1; THENCE DEPARTING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE OF SAID LOT 7-1, NORTH 00°17'00" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 86 SQUARE FEET.

BASIS OF BEARINGS: NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 116 PAGE 32 OF SURVEYS IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

ATTACHED HERETO IS AN EXHIBIT MAP LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: C POND
CHECKED BY:
MICHAEL A. LATHAN, PLS 14414
Carter-Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119

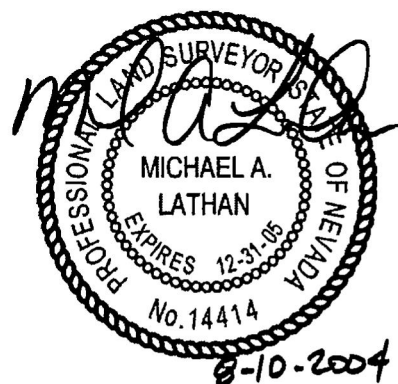


EXHIBIT "B"

POINT OF
COMMENCEMENT



NOT TO
SCALE

(BASIS OF BEARING)

N89°32'57"W

734.57'

PUBLIC STREET
LAKE MEAD BLVD.

S00°27'03"W

50.00'

50.00'

POINT OF
BEGINNING

A P N
139-21-313-010
LOT 7-1 IN FILE
116 PAGE 32 OF
SURVEYS

A P N
139-21-313-002
REMAINDER OF
LOT 7 BOOK 77
PAGE 54 OF
PLATS

S00°17'00"W

N00°17'00"E

20.00'

N89°43'00"W (R)

Δ=90°00'00"

R=20.00'

L=31.42'

T=20.00'

20.00'

S89°43'00"E

S00°17'00"W (R)

PUBLIC STREET
MOUNT MARIAH DRIVE

INGRESS/EGRESS
EASEMENT

JOB NO. 241035

DATE 07-14-04

DRAWN BY. CMP

CHECKED BY: MAL

Carter Burgess

6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



July 19, 2004

HARWOOD & ASSOCIATES

11350 Random Hills Road • Suite 800 • Fairfax, Virginia 22030
Office (703) 279-6540 • Fax (703) 352-7060 • E-Mail HarwoodLM@aol.com

Mr Bill Arent
Senior Economic Development Officer
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, NV 89101

Re: Request for Ingress/Egress Easement
Stella Lake Office Building

Dear Mr Arent:

A Memorandum Of Understanding ("MOU") was entered into on the 19th day of July, 2004 by and between the City of Las Vegas ("the City") and the General Services Administration (the "GSA") regarding donating the City owned real property consisting of approximately 5.3 acres bounded by Stella Lake drive, Lake Mead Blvd and Mount Mariah Drive in the City of Las Vegas for the development of a new facility to be leased by the GSA. Title of the real property was transferred to Stella Lake Partners, LLC ("the Developer") selected by GSA pursuant to the Real Property Conveyance Agreement executed between the City of Las Vegas and Harwood & Associates dated the 7th of April 2004.

In order to satisfy the use requirements of the GSA, the Developer must design and construct a building and parking structure to satisfy the requirements of the GSA as well as meet certain setback requirements for the structures imposed by both the City and the GSA. Due to the size and configuration of the land donated by the City and the planned building improvements, additional land is required to provide the City required turning radius on the east side of the driveway located on the south east corner of the property along Mount Mariah Drive.

The City is the Owner of the adjacent vacant land located east of the property on which the GSA Building will be developed. The additional land required to satisfy the requirements of all parties is 86 square feet (0.0019 Acres) and is illustrated on Sketch "A" dated July 12, 2004, copy attached.

Stella Lake Partners hereby requests the City provide an "Ingress/Egress Easement" for a parcel of land consisting of 86 square feet on the southwest corner of Lot No. 7 A P N 130-21-313-002 in the Las Vegas Enterprise Park described in the Legal Description of

Mr. Bill Arent
July 19, 2004
Page 2

Real Property (Exhibit "A"), attached hereto Stella Lake Partners, LLC will be responsible for constructing the public improvements (curb, gutter and sidewalk) required in the Ingress/Egress Easement area

Please advise in writing if the City will approve the recording of an Ingress/Egress Easement as requested herein. Approval of this easement will enable the Developer to fulfill its obligations to the GSA and the City and remain on schedule for submission of its civil plans and the planned groundbreaking in September

Please do not hesitate to contact the undersigned for any questions concerning this request Your prompt consideration is greatly appreciated

Very truly yours,

Harwood & Associates



AP Tortora

Encl Sketch A (dated 7/12/04)

Legal Description for Ingress/Egress Easement (sealed – 2 pages)

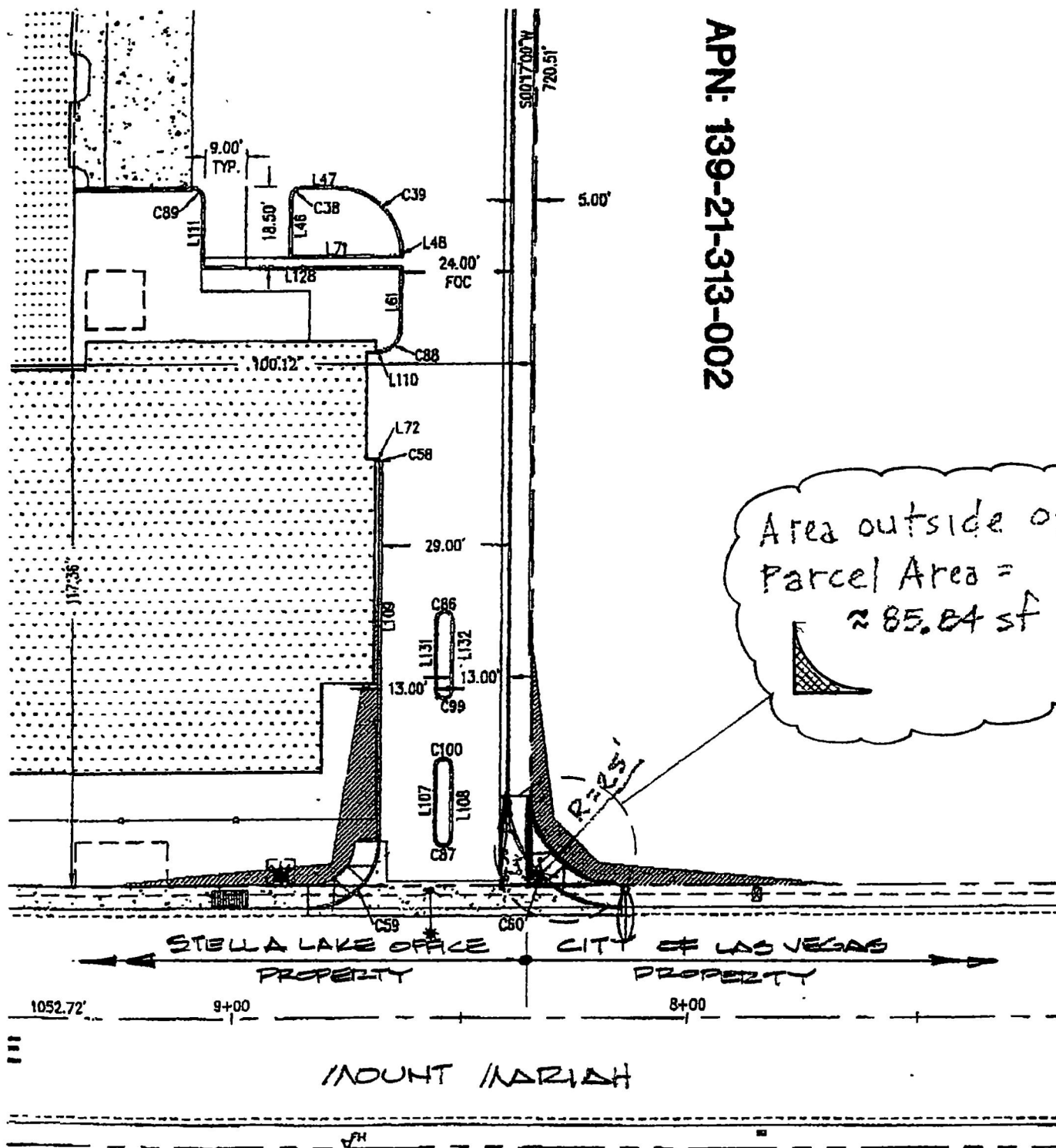
Exhibit 'B' Ingress/Egress Easement Drawing dated 7/14/04

cc Damon Harwood

J Wagner

C Feld (GSA)

APN: 139-21-313-002



139-21-313-008

SKETCH 'A'
July 12, 2004

**LEGAL DESCRIPTION
FOR
INGRESS/EGRESS EASEMENT**

A PORTION OF LOT SEVEN (7), OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 54, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND LYING WITHIN THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

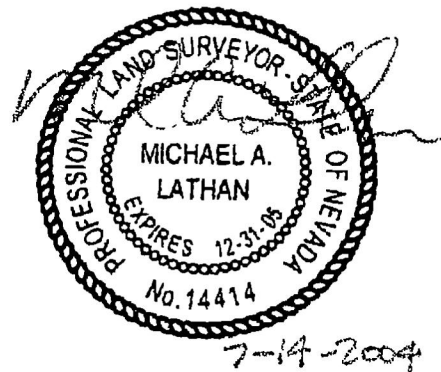
COMMENCING AT THE NORTHEAST CORNER OF THE SAID NORTH HALF (N 1/2); THENCE ALONG THE NORTH LINE THEREOF, SAID NORTH LINE BEING COINCIDENT WITH THE CENTERLINE OF LAKE MEAD BOULEVARD, NORTH 89°32'57" WEST, A DISTANCE OF 734.57 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID CENTERLINE, SOUTH 00°27'03" WEST A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 7-1 AS SHOWN BY THAT CERTAIN RECORD OF SURVEY IN FILE 116, PAGE 32 OF SURVEYS, IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID LAKE MEAD BOULEVARD; THENCE ALONG THE EAST LINE OF SAID LOT 7-1, SOUTH 00°17'00" WEST A DISTANCE OF 700.51 FEET TO THE **POINT OF BEGINNING**; SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 31.42 FEET TO THE SOUTH LINE OF SAID LOT 7, SAID SOUTH LINE BEING COINCIDENT THE NORTH RIGHT-OF-WAY OF MOUNT MARIAH DRIVE; THENCE ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°43'00" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7-1; THENCE DEPARTING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE OF SAID LOT 7-1, NORTH 00°17'00" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 86 SQUARE FEET.

BASIS OF BEARINGS: NORTH 89°32'57" WEST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 116 PAGE 32 OF SURVEYS IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

ATTACHED HERETO IS AN EXHIBIT MAP LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: C POND
CHECKED BY:
MICHAEL A. LATHAN, PLS 14414
Carter-Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street - Ward 5 (Weekly)

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

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

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, explained that this is a lease renewal for the I Have a Dream Foundation, a non-profit organization located in the Pastor's House at the Downtown Community Center, which was purchased years ago by the City. The lease will be renewed until the church building is remodeled. The organization will move into the community center at the completion of construction.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 2 - Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street

MINUTES – Continued:

MR. ROARK recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:04 – 3:05)

1-43

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

ONE. LEASE OF PREMISES.

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

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

TWO. TERM OF LEASE.

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

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

FOUR. RENT.

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

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

FIVE. UTILITIES AND SERVICES.

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

SIX. REPAIRS AND MAINTENANCE.

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

SEVEN. USE OF PREMISES.

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

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

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

E. It is specifically understood and agreed by Lessor and Lessee that the activities to be performed under the Scope of Services, Exhibit "D" of this Agreement, shall achieve one or more of the following national objectives of the CDBG Programs:

- a) *To benefit persons from low- and moderate-income households,*
- b) *To aid in the prevention or elimination of slum or blight,*
- c) *To meet Community Development needs having a particular urgency;*

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

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

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

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

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

EIGHT. LAWS. WASTE. NUISANCE. Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D Will not suffer, permit or commit any nuisance or waste on the Premises.

NINE. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

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

TEN. PAYMENT OF TAXES. Lessee shall be responsible for any real property taxes on, or real property related assessments to the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

ELEVEN, COMPLIANCE WITH THE LAW. The Lessee shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements. and regulations of the City, County, State and Federal governments, including OSHA. the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of

any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

TWELVE. INDEMNIFICATION AND INSURANCE.

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of Five Hundred Thousand and No/100th Dollars (\$500,000.00) for the injury to or the death of any one person and/or property damage combined single limit and Five Hundred Thousand and No/100th Dollars (\$500,000 00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

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

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

D. Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

THIRTEEN. WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the

type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

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

FIFTEEN. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

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

SEVENTEEN. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the

taking authority for the taking of, personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority

EIGHTEEN. DAMAGE OR DESTRUCTION.

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

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

C If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 60 days after commencement of such repairs, then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

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

NINETEEN. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

TWENTY. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Any assignment, encumbrance or sublease contrary to the provisions of Section Twenty-One shall be null and void and constitute a breach by Lessee of this Lease.

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

days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

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

TWENTY-TWO. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

TWENTY-THREE. FORCE MAJEURE. Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

TWENTY-FOUR. NO WAIVER. Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor or Lessee unless such waiver is in writing.

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

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

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

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

TWENTY-NINE. AMENDMENT OR MODIFICATION

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

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

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

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

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

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

If to the Lessee. I Have A Dream Foundation
 310 South 9th Street
 Las Vegas, Nevada 89101

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

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

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

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

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

...

...

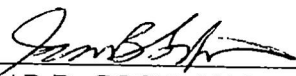
THIRTY-SEVEN. SIGNATORIES. In accordance with the regulations established in HUD Entitlement Grant Regulations, 24 Code of Federal Regulations (CFR) Part 570 et. seq., the Director of Neighborhood Services or his/her designee, and "IHAD" are authorized to sign documents on behalf of the administrative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

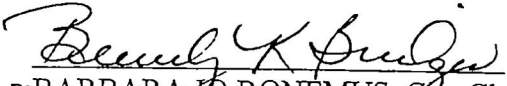
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

CITY OF LAS VEGAS

"Lessor"

ATTEST:

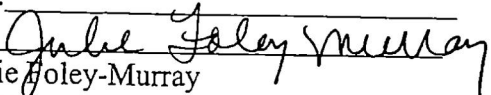
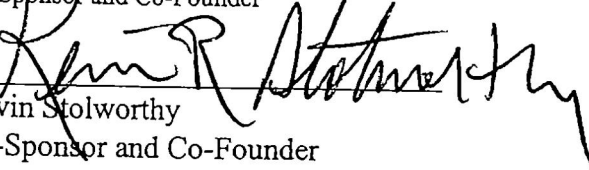
By 
OSCAR B. GOODMAN, Mayor


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

I HAVE A DREAM FOUNDATION
"Lessee"

APPROVED AS TO FORM:

 6/4/01
DEPUTY CITY ATTORNEY DATE

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

Kevin Stolworthy
Co-Sponsor and Co-Founder

ATTACHMENT 1

DISCLOSURE OF PRINCIPALS

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

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

Continue list until full and complete disclosure is made.

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

(Insert Name of Contracting Entity)

By:

Kevin R. Stolworthy

Title:

President

Subscribed and sworn to before me this

16 day of *August*, 2001

Sheri L. Harper
Notary Public

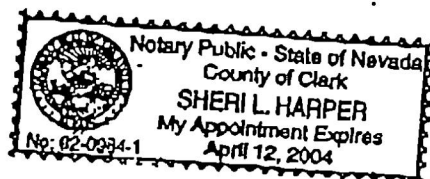
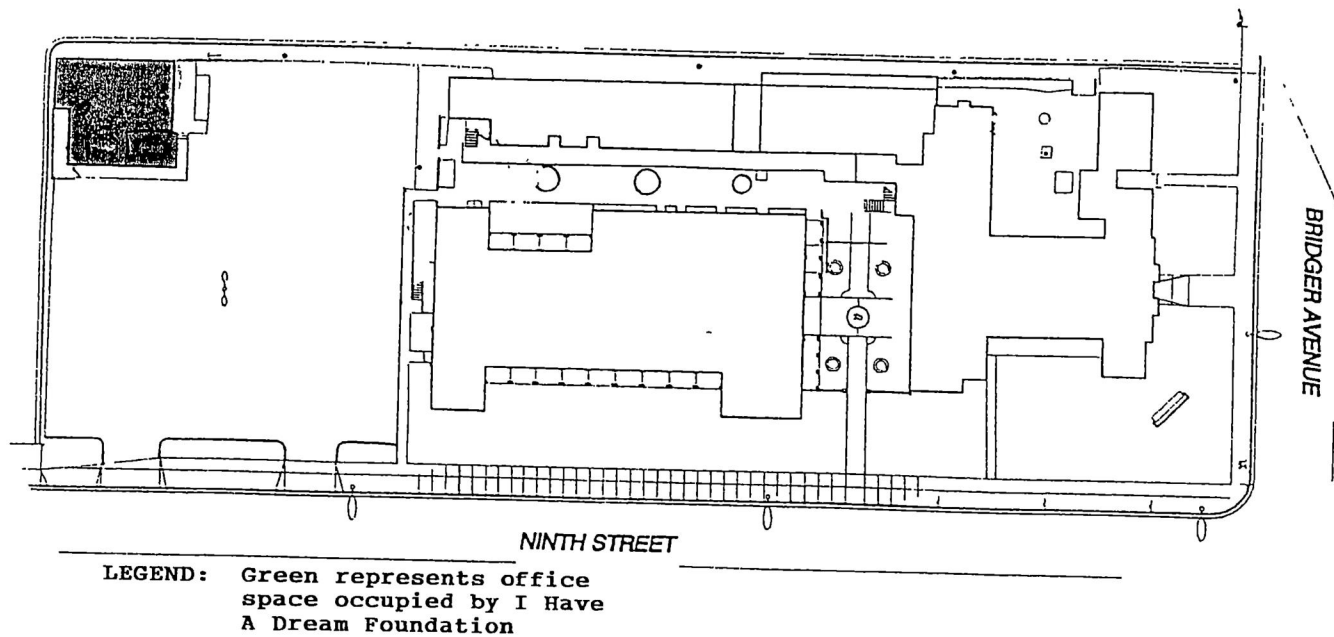


EXHIBIT "A"



CLIENT CERTIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

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

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

¹ Based on HUD median incomes as of March 29, 2001

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

Signature of Head of Household

Date

Name

Address

DIRECT BENEFIT ACTIVITIES - MONTHLY/YEAR END FORM

For Fiscal Year 2001/2002

U.S. Department of Housing and Urban Development
Community Development Block Grant Program
Please FAX to 382-3045 by the 10th of the month

Name of Grantee

Period Covered

TO

Activity Name.

Activity Description and Location:

Counts by Household or Persons must be one or the other

Total Number of Households Assisted

Total Number of Persons Assisted

Total Number of Low and Moderate Income (80% of median income)

Total Number of Very Low Income (50% of median income)

Total Number of Extremely Low Income (30% of median income)

Total Number of Senior Citizens Served

Total Number of Physically and/or Mentally disabled Clients Served

Total Number of Female-Headed Households

TOTAL	CLV	YTD TOTAL

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

White, Non-Hispanic
Black, Non-Hispanic
Hispanic
Asian/Pacific Islander
American Indian Alaskan

# of Households	# of Persons	CLV # of Households	CLV # of Persons	YTD TOTALS

Check appropriate month(s) for which you are reporting:

July ___ Aug ___ Sept ___ Oct ___ Nov ___ Dec ___ Jan ___ Feb ___ Mar ___ Apr ___ May ___ Jun ___ Year End Totals ___

Monthly or Year End Accomplishments:

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

EXHIBIT "D"

SCOPE OF SERVICE AND HOURS OF OPERATION

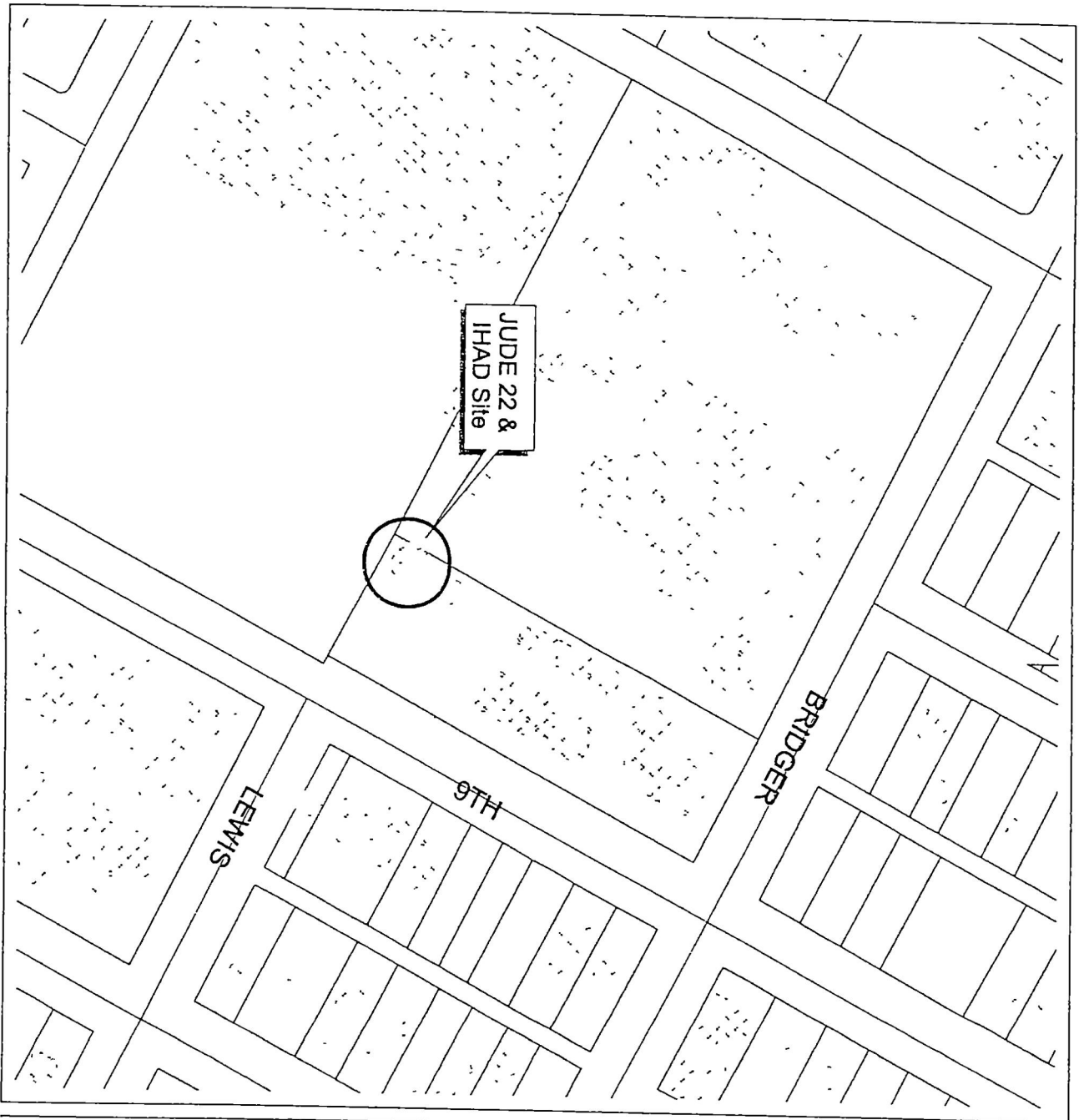
The "I Have A Dream" Foundation Inc. – Las Vegas is a long-term program as well as a long-term promise. This program is multi-faceted and designed to improve the lives of at-risk Las Vegas youths, "Dreamers."

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

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

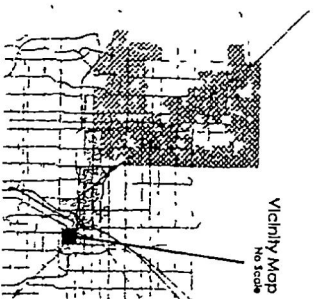
The hours of operation are: Monday through Friday 8:00 a.m. – 5:00 p.m.
Saturdays 9:00 a.m. – 3:00 p.m., only when field trips occur.

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



Site Map

- Building Footprints
- City of Las Vegas
- Parcels



Real Estate & Asset Management



Date of Draw: 2001/06/14

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 Lease Agreement renewal between the City of Las Vegas and Jude 22, a Nevada non-profit corporation, for approximately 1200 square feet of office space and the use of a 400 square foot trailer for storage purposes located at 320 South 9th Street - Ward 5 (Weekly)

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

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

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Lease Agreement
2. First Amendment to Lease Agreement

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 3 -Discussion and possible action regarding a Lease Agreement renewal between the City of Las Vegas and Jude 22, a Nevada non-profit corporation, for approximately 1200 square feet of office space and the use of a 400 square foot trailer for storage purposes located at 320 South 9th Street

MINUTES – Continued:

DAVID ROARK, Real Estate and Asset Manager, stated that Jude 22, a non-profit organization, is also housed in the former First Baptist Church, which is owned by the City. The lease will be renewed until the construction of the new community center is completed. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:05 – 3:06)

1-76

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

ONE. LEASE OF PREMISES.

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

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

TWO. TERM OF LEASE.

²²⁻¹⁶ This Agreement provides for the utilization of a CDBG facility funding of the "JUDE" Programs rendered in accordance with this Agreement. Unless earlier terminated in accordance with Section Thirty-Four hereof, and subject to the renewal provisions contained in Section Thirty-Three hereof, this Lease shall be from year to year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter. It is expressly understood and agreed that this lease may be terminated at any time after one (1) year by Lessor upon giving ninety (90) days' written notice to Lessee by mailing the same to any officer of said Lessee.

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

FOUR. RENT.

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

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

FIVE. UTILITIES AND SERVICES.

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

SIX. REPAIRS AND MAINTENANCE.

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

SEVEN. USE OF PREMISES.

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

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

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

E. It is specifically understood and agreed by Lessor and Lessee that the activities to be performed under the Scope of Services, Exhibit D of this Agreement, shall achieve one or more of the following national objectives of the CDBG Programs:

- a) *To benefit persons from low- and moderate-income households;*
- b) *To aid in the prevention or elimination of slum or blight; or*
- c) *To meet Community Development needs having a particular urgency.*

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

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

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

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

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

EIGHT. LAWS. WASTE. NUISANCE. Lessee covenants that it:

- A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste on the Premises.

NINE. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

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

TEN. PAYMENT OF TAXES. Lessee shall be responsible for any real property taxes on, or real property related assessments to the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

ELEVEN, COMPLIANCE WITH THE LAW. The Lessee shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements. and regulations of the City, County, State and Federal governments, including OSHA. the Americans

with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

TWELVE. INDEMNIFICATION AND INSURANCE.

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

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

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

D. Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

THIRTEEN. WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

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

FIFTEEN. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

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

SEVENTEEN. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so

deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

EIGHTEEN. DAMAGE OR DESTRUCTION.

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

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

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 60 days after commencement of such repairs, then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

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

NINETEEN. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

TWENTY. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Any assignment, encumbrance or sublease contrary to the provisions of Section Twenty-One shall be null and void and constitute a breach by Lessee of this Lease.

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

written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

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

TWENTY-TWO. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

TWENTY-THREE. FORCE MAJEURE. Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

TWENTY-FOUR. NO WAIVER. Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor or Lessee unless such waiver is in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

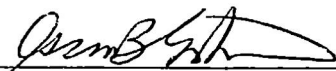
...

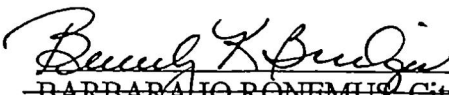
THIRTY-SEVEN. SIGNATORIES. In accordance with the regulations established in HUD Entitlement Grant Regulations, 24 Code of Federal Regulations (CFR) Part 570 et. seq., the Director of Neighborhood Services or his/her designee, and "JUDE²²" are authorized to sign documents on behalf of the administrative sub-entities.

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

CITY OF LAS VEGAS
"Lessor"

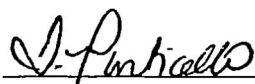
ATTEST:

By 
OSCAR B. GOODMAN, Mayor

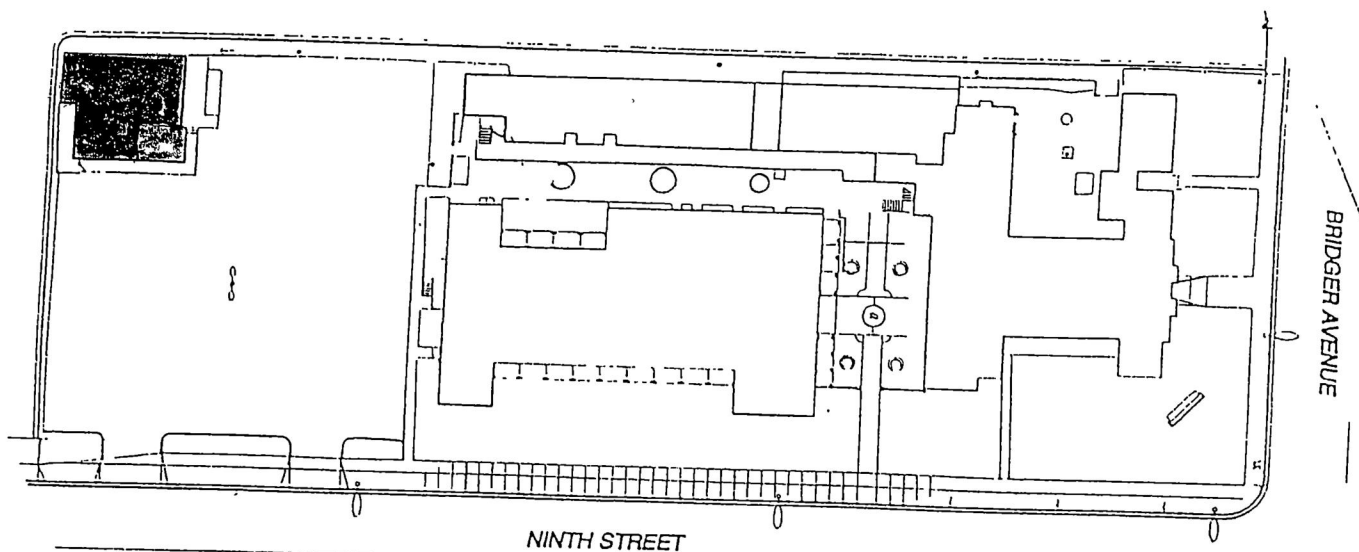

~~BARBARA JO RONEMUS, City Clerk~~
By: Beverly K. Bridges
Chief Deputy City Clerk

JUDE 22
"Lessee"

APPROVED AS TO FORM:

 6/7/01
DEPUTY CITY ATTORNEY DATE

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



LEGEND: Blue represents office
space occupied by Jude 22

EXHIBIT B
Senior Nutrition Center Intake Form

Date: _____

Name: _____

Address: _____ Phone: _____

Age: _____ SSN _____ Verification of ID Yes _____ No _____

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

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

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

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

Questions:

- Does the cost of medication impact what you can spend on food? ____ Yes ____ No
- If yes, how much do you spend on medication a month? _____
- How will (did) you spend the funds left over after getting this emergency food assistance? _____

- Have you missed any meals because you were short on funds? ____ Yes ____ No
If yes, how many meals did you miss---____ In a day ? _____ or a week? _____ or a month?
For how long? _____
- How has the food assistance program affected your life?

- Additional Comments _____

Received by _____

EXHIBIT "C"
Senior Nutrition Center
Weekly Summary Form

Week of: (Month/Day) _____

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

ATTACHMENT 1
DISCLOSURE OF PRINCIPALS

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

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

Continue list until full and complete disclosure is made.

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

"JUDE" 22

Patricia Barrios

Patricia Barrios

Exec. Director

Subscribed and sworn to before me this

9 day of May, 2001.

Kim A. Barrera

Notary Public



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

EXHIBIT "D"
SCOPE OF SERVICE & HOURS

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

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 4th day of December, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter referred to as "Lessor"), and "JUDE 22", a Nevada nonprofit corporation, a 501(c) (3) designated non-profit organization operating the "JUDE 22" Foundation (hereinafter referred to as "Lessee").

WITNESSETH:

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

WHEREAS, Lessor and Lessee entered into a Lease Agreement to lease office space of approximately 1,200 square feet consisting of the main room, kitchen and storage area of the approximately 1,500 square feet that is situated in the above referenced property September 3, 2003.

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

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

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

1. ONE. LEASE OF PREMISES.

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

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

Jude 22
PS

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

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

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

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

CITY OF LAS VEGAS
"Lessor"

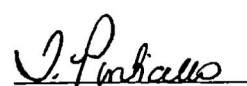
ATTEST:

By 
OSCAR B. GOODMAN, Mayor

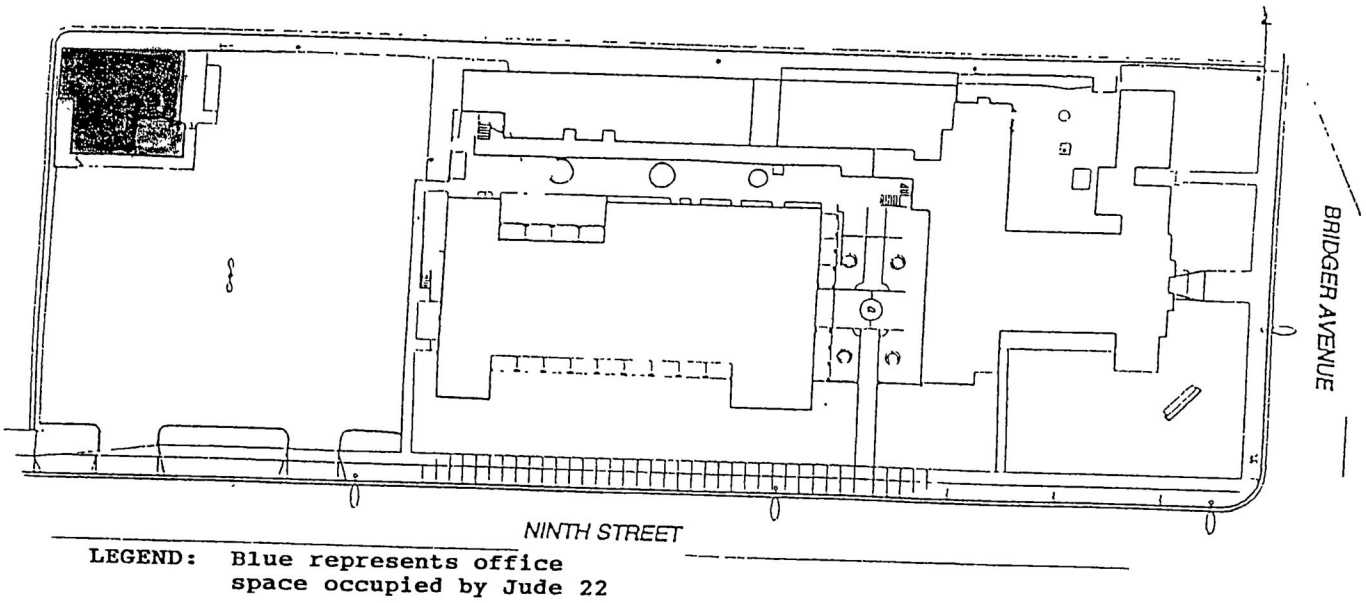

BARBARA JO RONEMUS, City Clerk

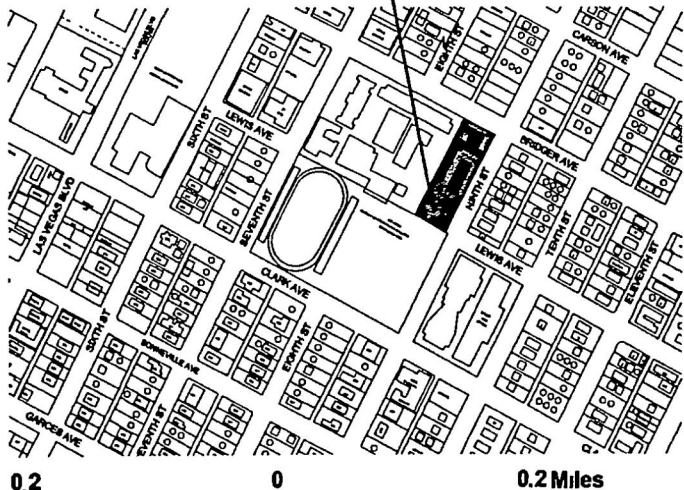
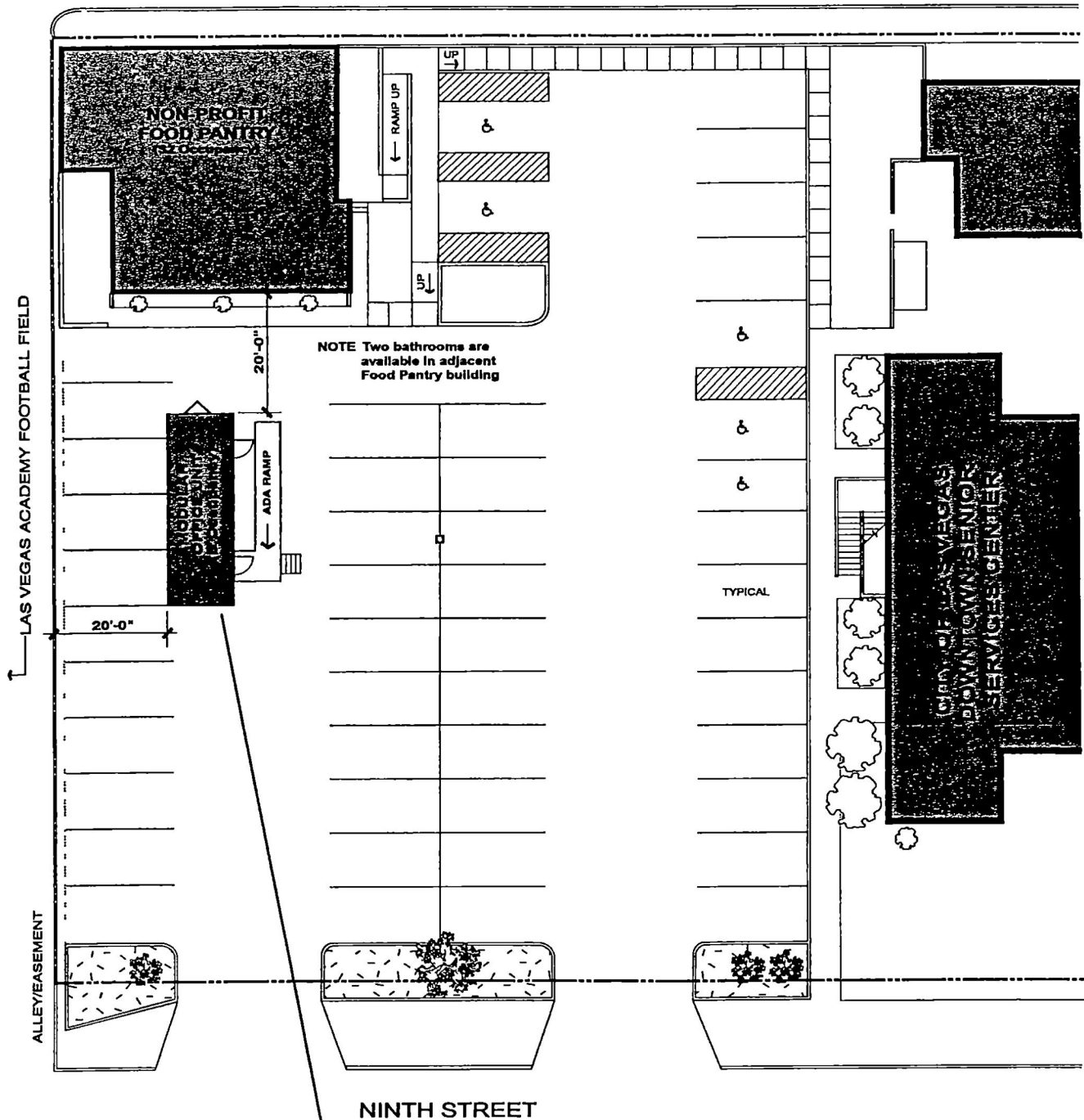
JUDE 22
"Lessee"

APPROVED AS TO FORM:

 10/27/03
DEPUTY CITY ATTORNEY DATE

By: 
Patricia Barrios
Director





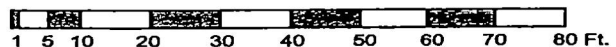
CITY OF LAS VEGAS DOWNTOWN SENIOR SERVICES CENTER

**SITE PLAN
FOR INSTALLATION
OF TEMPORARY MODULAR
UNIT IN PARKING LOT**



FR/3Feb03/illus/CLVMaps/SeniorServicesCtr/Modular.ai

VICINITY MAP



AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 First Amendment to Lease between Credit Union Plaza and the City of Las Vegas for lease of approximately 2,541 square feet of office space located at 3100 West Sahara Avenue, Suite 116, for use by the City's Senior Citizens Law Project (\$4,608/month - Leisure Services/State of Nevada Division of Aging Services) - Ward 1 (Moncrief)

Fiscal Impact☐**No Impact****Amount: \$4,608**☒**Budget Funds Available****Dept./Division: Public Works/Real Estate**☐**Augmentation Required****Funding Source: Leisure Serv/NV Aging Serv****PURPOSE/BACKGROUND:**

The Senior Law Project along with their State counterpart, the Division of Aging Services, has been housed at the Credit Union Plaza since August 2001. The current lease agreement will expire August 30, 2004. Coldwell Banker Commercial, Property Management for the Credit Union Plaza, has agreed to renew the Lease Agreement on a month-to-month basis (\$4,548 per month with an additional \$60 monthly signage fee). Costs are to be shared by the City and the State of Nevada.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. First Amendment to Lease
2. Disclosure of Principals
3. Site Map

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 4 - Discussion and possible action regarding a First Amendment to Lease between Credit Union Plaza and the City of Las Vegas for lease of approximately 2,541 square feet of office space located at 3100 West Sahara Avenue, Suite 116, for use by the City's Senior Citizens Law Project (\$4,608/month - Leisure Services/State of Nevada Division of Aging Services)

MINUTES – Continued:

DAVID ROARK, Real Estate and Asset Manager, stated that the current lease for the Senior Citizens Law Project located at 3100 West Sahara Avenue is expiring. The organization was to move into the Downtown Community Center after construction; however, that construction has not been completed. He asked that the First Amendment to the existing lease be approved on a month-to-month basis at the rental of \$4,548, a three percent increase over what they are currently paying. This amount will remain until they move into the facility at the Community Center.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:06 – 3:07)

1-109

FIRST AMENDMENT TO LEASE

This Amendment dated this ____ day of ____ 2004 by and between Credit Union Plaza, a Nevada Limited Partnership (Lessor) and City of Las Vegas (Lessee).

WITNESSETH

WHEREAS Lessor and Lessee entered into a Lease Agreement dated August 1, 2001, for 2,541 square feet located at 3100 West Sahara Avenue, Suite 116, in the County of Clark, State of Nevada.

NOW, THEREFORE, in consideration of the mutual benefits herein contained, it is agreed that said lease agreement be further amended as follows:

1. **TERM OF THE LEASE:** The expiration date as set forth in section 2 of the lease Agreement shall be extended to continue on a month to month agreement.
2. **BASE RENT:** The base rent for the month to month term shall be as follows:

9/1/04 - M-M: \$4,548.00 per month
3. **TERMINATION NOTICE:** 90-day written termination notice is required by either party.

All other terms, conditions and covenants of the original Lease Agreement remain the same and in full force and effect.

In witness whereof, the parties have caused this Lease Amendment to be executed, as of the ____ day of ____ 2004.

LESSOR:
CREDIT UNION PLAZA
A NEVADA LIMITED PTSP

BY: AHA FAMILY LTD PTSP,
A NV LIMITED PTSP,
A GENERAL PARTNER
BY: SPANISH OAKS ENT., INC.,
A NEVADA CORPORATION,
ITS GENERAL PARTNER

BY: _____
ARTHUR V. ADAMS, PRESIDENT

DATE: _____

LESSEE:
CITY OF LAS VEGAS

BY: _____
OSCAR B. GOODMAN

DATE: _____

ATTEST:

BARBARA JO RONEMUS, CITY CLERK
APPROVED AS TO FORM:

Thomas R. Green 7/28/04
DEPUTY CITY ATTORNEY

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
 (CONTINUED)

Block 1	Contracting Entity	Block 2	Description
Name Credit Union Plaza Address 3100 W. Sahara Ave Telephone (702) 248-1408 EIN or DUNS		Subject Matter of Contract/Agreement RFP #	

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	AHA Family Limited Partnership	3170 W. Sahara Ave	702-248-1408
2	Jack & Doretha Adams	Los Angeles Cal 90067 10124 Empyrean Way #304	
3	Brian Adams	19941 N.E. 22nd Ave	N. Miami Beach Fl 33180
4	Haggy & Edith Hacker	17 James Street	Dallas Texas
5	Ronald & Andrea Sandler	1320 N. State Parkway	Chicago Ill 60610
6	Todd Sandler	8600 Wonderland Ave	Los Angeles 90046
7	Lorree B. Spencer	136 Beach	Glencoe Ill 60022
8	Bruce Adams	263 Charal Lane	Highland Park Ill 60035
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 _____

[June 2000]

Jul-23-01 02:48P

P.02

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.

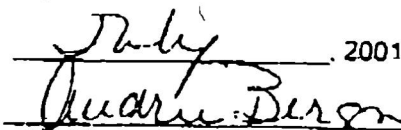


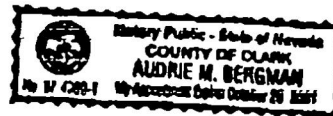
Name _____

7/23/01

Date _____

Subscribed and sworn to before me this 23rd day of _____


Audrie M. Bergman
Notary Public



(June 2000)



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints

Real Estate & Asset Mgmnt



7/23/2004

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 (MOU) between the City of Las Vegas (City) and the Clark County School District (District) regarding use of approximately five acres of land located east of the Kay Carl Elementary School site located at 5625 Corbett Street - Ward 6 (Mack)

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

On 11/5/2003, Council approved staff entering into negotiations with the Clark County School District to allow the City to build a park on the vacant land remaining after the construction of Kay Carl Elementary School. This MOU sets forth the conditions whereby the District will grant the City use of approximately five acres of land, located east of the school site, to develop various improvements such as irrigation and seeding, ball field improvements, and landscaping.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Memorandum of Understanding

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, indicated that five acres of vacant land remained after Kay Carl Elementary School was built. Usually, the City builds parks on these remnant parcels. He asked that the City be allowed to enter into a Memorandum of Understanding with the Clark County School District to allow the City to build a park adjacent to the school site. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 5 -Discussion and possible action regarding a Memorandum of Understanding (MOU) between the City of Las Vegas (City) and the Clark County School District (District) regarding use of approximately five acres of land located east of the Kay Carl Elementary School site located at 5625 Corbett Street

MINUTES – Continued:

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:07 – 3:08)

1-43

MEMORANDUM OF UNDERSTANDING
between the
CITY OF LAS VEGAS
and the
CLARK COUNTY SCHOOL DISTRICT
KAY CARL ELEMENTARY SCHOOL

This Memorandum of Understanding (referenced as "MOU") is made and entered into this _____ day of _____, 2004, between the city of Las Vegas, a municipal corporation of the State of Nevada (referenced as "City") and the Clark County School District, also a political subdivision of the State of Nevada (referenced as "District").

I. PURPOSE

A. This MOU is made pursuant to and is subject to the terms and conditions of the Community Access Agreement dated September 19, 1996, (referenced as "Agreement"), between the City and the District. This MOU does not amend or modify that Agreement in any way

B The District owns approximately five acres of vacant property located east of the Kay Carl Elementary School site, located at 5625 Corbett Street, described as Assessor's Parcel Number 125-25-302-001 (referenced as "Property"). See Exhibit "A" for Assessor's parcel map and Exhibit "B" for aerial view. The City desires that recreational facilities be developed on the Property to allow additional recreational services in the area.

C. This MOU sets forth the conditions whereby the District will grant the City use of approximately five acres of land, which is located east of the school site, to develop various improvements which may include, but not be limited to, irrigation and seeding, ball field improvements, and landscaping.

II. DEVELOPMENT

A. The City, acting through its Department of Leisure Services and the Department of Public Works, along with the District, will cooperate in the design, development, and location of the improvements.

B. The City will construct the improvements as funding becomes available pursuant to the design accepted by the City and the District.

C. The City will coordinate all site development with site administrator and obtain scheduling approval.

III. UTILITIES

The City will be responsible for installing separate meters and paying all utility costs associated with the development and maintenance of the improvements of the park.

IV. PROCEDURE

The District will permit the City access to the Property, as needed, to construct and maintain the improvements. The District will be provided the opportunity to review the preliminary plans for the site development and a final review at eighty percent (80%) completion of plans, prior to project bid. District sign-off of completed plans will be required prior to start of the construction.

V. FUNDING

A. Funding for the development, construction, and the maintenance of the improvements will be provided by the City.

B. In the event the District requires the Property for any purpose, the City will relinquish the site. The District agrees to compensate the City in an amount not to exceed \$100,000.00 for offsite street cost only.

VI. TERMINATION

A. Either party may terminate this agreement with sixty (60) days written notice.

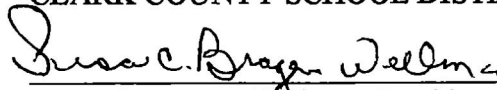
B. The City shall have sixty (60) days from date of notice to relocate or remove any park improvements.

C. In the event that the District decides to sell the property, the City shall have First Right of Refusal and have ninety (90) days to exercise such option.

CITY OF LAS VEGAS

BOARD OF SCHOOL TRUSTEES
CLARK COUNTY SCHOOL DISTRICT

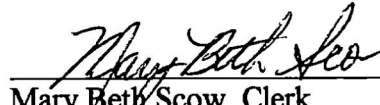
Oscar B Goodman, Mayor



Susan C. Brager-Wellman, President

Attest:

Barbara Jo Ronemus, City Clerk

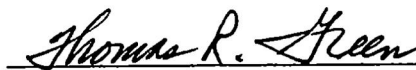


Mary Beth Scow, Clerk

Date: _____

Date: July 22, 2004

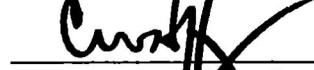
APPROVED AS TO FORM:



By: Deputy City Attorney

Date: 7/29/04

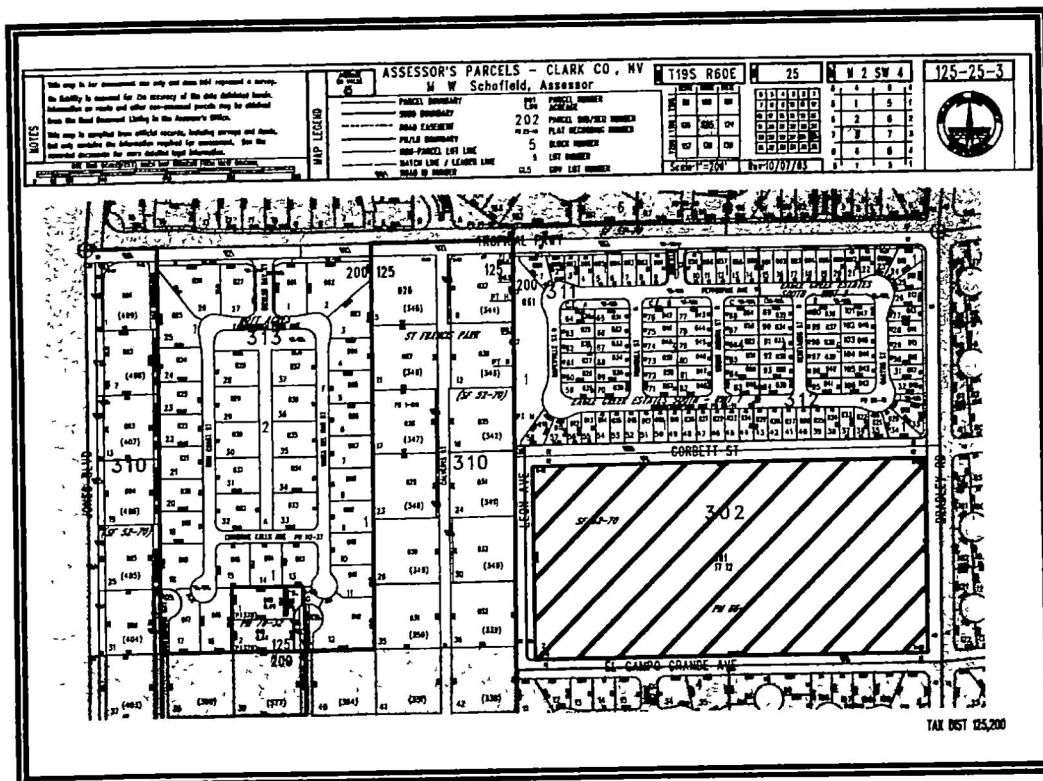
APPROVED AS TO FORM:



By: C. W. Hoffman Jr., General Counsel

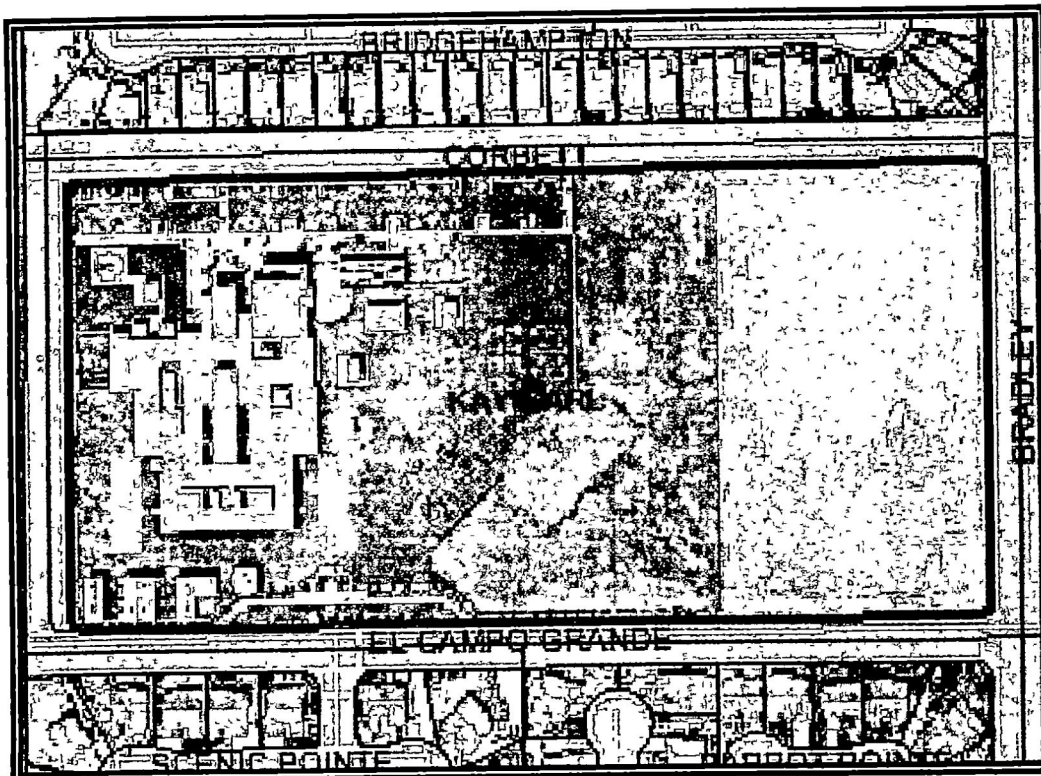
Date: 6/16/04

EXHIBIT "A"



Assessor's Parcel Map

EXHIBIT "B"



Aerial View

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 Lone Mountain Little League, a non-profit organization, for the installation of two electronic remote controlled scoreboards on existing fields at Mountain Ridge Park located at 7151 Oso Blanca Road - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Lone Mountain Little League (LMLL) requested permission to install two additional electronic remote controlled scoreboards at Mountain Ridge Park. LMLL is the little league association that has the programming rights for the fields at the park through the Department of Leisure Services. The Amendment puts in writing which additional fields the scoreboards will be installed at LMLL's cost and expense.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Amendment to MOU
2. Disclosure of Principals
3. Site Map

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, explained that the Memorandum of Understanding will allow the Lone Mountain Little League to install two electronic remote controlled scoreboards on existing fields at Mountain Ridge Park. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 6 – Discussion and possible action regarding a Memorandum of Understanding with Lone Mountain Little League, a non-profit organization, for the installation of two electronic remote controlled scoreboards on existing fields at Mountain Ridge Park located at 7151 Oso Blanca Road

MINUTES – Continued:

No one appeared in opposition;

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:08 – 3:09)

1-174

**AMENDMENT TO MEMORANUM OF UNDERSTANDING #2002-03
BETWEEN MOUNTAIN RIDGE LITTLE LEAGUE
AND CITY OF LAS VEGAS**

This Amendment to the Memorandum of Understanding ("MOU Amendment") entered into this ____ day of _____ 2004, ("Commencement Date") by and between the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, and Mountain Ridge Little League ("MRLL"), a Nevada non-profit corporation ("MRLL").

RECITAL

WHEREAS, the parties hereto have previously entered into the Memorandum of Understanding dated April 3, 2002 ("MOU") which granted permission to MRLL to install certain improvements on the ball fields located at the municipal park commonly known and referred to as "Mountain Ridge Park" located at 7151 North Rancho Drive, Las Vegas, Nevada; and

WHEREAS, the parties hereto desire to amend the MOU to confirm the understanding between the City and MRLL concerning the installation of scoreboards already installed, and to be installed, on the ball fields of the Mountain Ridge Park.

NOW, THEREFORE, in light of the aforementioned premises, the parties agree to the following:

1. Section 4 of the MOU is hereby deleted in its entirety and the following added in lieu thereof:

MRLL shall be granted permission from the City to allow for the installation of electronic remote controlled scoreboards on fields 1, 2, 3, 4 and 7. MRLL must apply for and obtain a permit from the Department of Building & Safety for the construction and installation of the electronic remote controlled scoreboards. It is the responsibility of MRLL to verify with Public Works Traffic Electrical Field

Operations Division (TEFO) that sufficient power is available, and conduit is available or can be installed.

2. Section 13 of the MOU is hereby amended to delete the person, address and telephonic fax number stated therein, and to insert in lieu thereof the following:

Mountain Ridge Little League
Attn: Teri Berg, President
7910 W. Tropical Pkwy, Suite 150
PMB 116
Las Vegas, Nevada 89147
(702) 655-1705)

3. The MOU is hereby amended to delete in its entirety that Section entitled, to-wit: MODIFICATIONS OR AMENDMENTS, and to insert in lieu thereof the following:

MODIFICATION OR AMENDMENTS. Upon approval of this MOU Amendment by the City Council and after it has been fully executed by the parties, the City Council hereby designates the authority to the Manager of the Real Estate & Assets Management Division to complete and execute any additional documents necessary for the completion of the intent of this Memorandum of Understanding, and any amendments thereto, provided such documents do not individually, or in the aggregate, involve revenues or expenditures exceeding Ten Thousand (\$10,000) Dollars. No amendment, change or modification of this MOU shall be valid unless in writing and signed by the parties hereto.

4. Except as provided herein, all of the other terms, conditions and covenants of the MOU shall remain in full force and effect. The MOU as amended by this MOU Amendment shall constitute the Agreement in effect between the parties.

...

...

...

By execution of this MOU Amendment, the City and MRLI mutually agree to the terms and conditions set forth herein of the MOU Amendment. It is understood by all parties that this document, along with other legal documents and contracts must be submitted to the Las Vegas City Council for final approval.

City of Las Vegas

Oscar B. Goodman, Mayor Date

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

Robert S. Glavin 7-12-04
Date

Mountain Ridge Little League

Tammy Clark 7-27-04
Teri Berg, President Date
Tammy Clark

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

Block 1 Contracting Entity (Name) Name Mountain Ridge Little League Address 7910 Tropical Pkwy Suite 150 #116 89149 EIN or Social Security # 88-03265-14	Block 2 Description Subject Matter of Contract/Agreement: Mou for Mountain Ridge Park
---	---

Block 3	Type of Business	Non-Profit
☐ 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.	Tammy Clark President	7910 Tropical Pkwy Suite 150 #116	(41) 658-0404 655-1705
2.	Brad Reiplinger V.P	" "	"
3.	Mindy Hopkins Sec	" "	"
4.	Jim Rankin Treasurer	" "	"
5.			
6.			
7.			
8.			
9.			
10.			

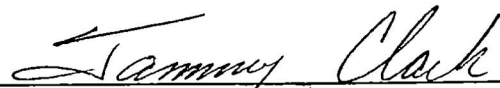
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

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:** _____

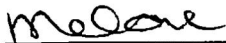
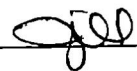
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

**Name****Date**

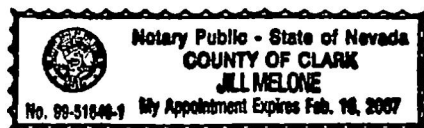
Subscribed and sworn to before me this _____
day of

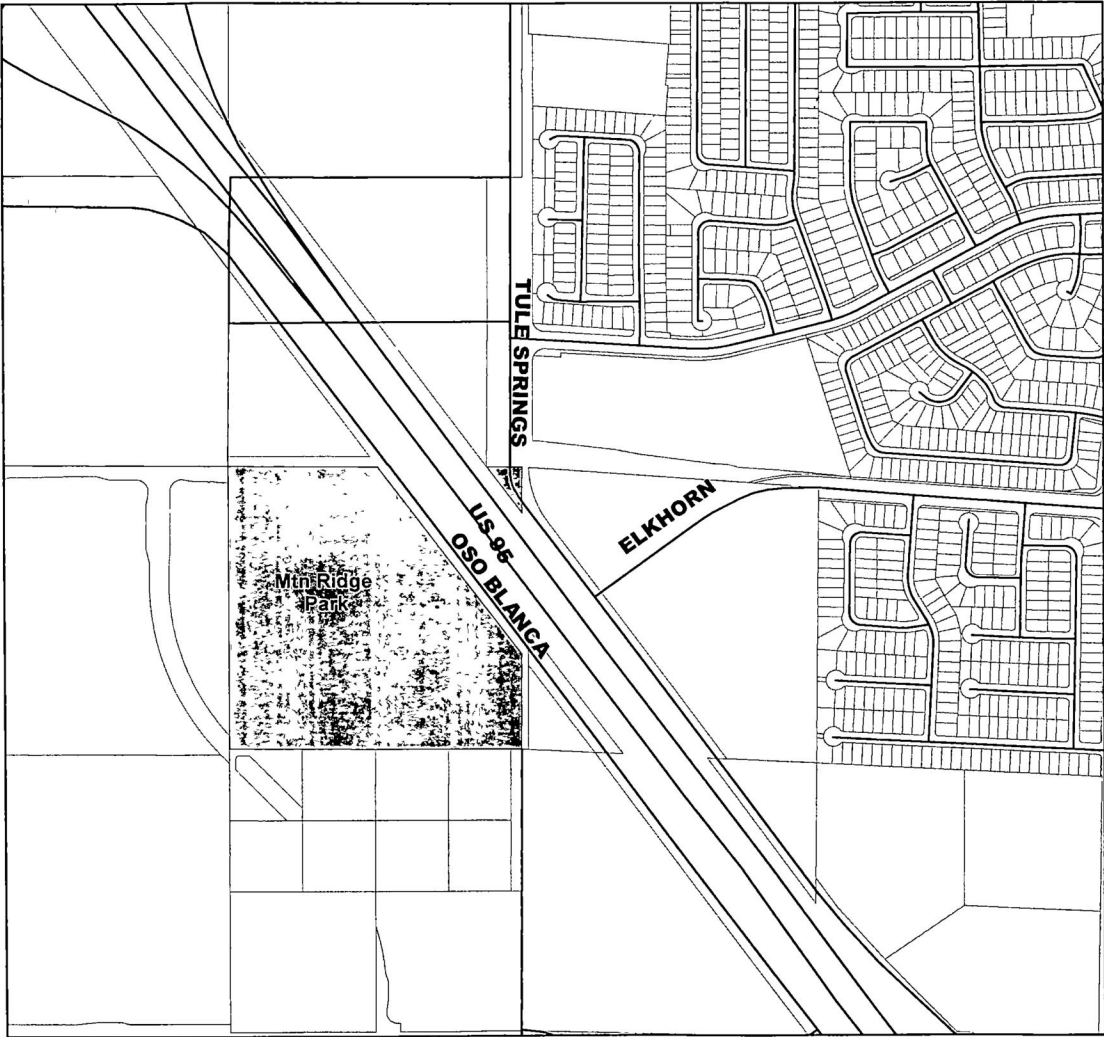


August, 2004.



Notary Public





Ex. A

Site Map

Legend

- Street Centerline
-  Leased
-  Applied
-  Parcels

Real Estate & Asset Mgmnt



7/23/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 entering into negotiations with The Salvation Army for a Purchase Agreement for approximately 3.165 acres of land in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development of an affordable family housing community - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

City of Las Vegas (CLV) is in receipt of a letter from The Salvation Army dated 6/7/04. They have requested to enter into a Purchase Agreement with CLV for approximately 3.165 acres of land on which to develop an affordable family housing community consisting of 68 apartment units, a 2,000 sq. ft. recreation building and small play area.

RECOMMENDATION:

Staff recommends approval to enter into negotiations with The Salvation Army to bring the Purchase Agreement back to Council for consideration

BACKUP DOCUMENTATION:

1. 6/7/04 Letter from The Salvation Army
2. Site Map

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, asked that his office be allowed to negotiate with the Salvation Army to purchase property in the vicinity of Owens Avenue and Main Street, which is referred to as the MASH Property. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 7 – Discussion and possible action regarding entering into negotiations with The Salvation Army for a Purchase Agreement for approximately 3.165 acres of land in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development of an affordable family housing community

MINUTES – Continued:

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:09 – 3:10)

1-196



THE SALVATION ARMY CLARK COUNTY ADMINISTRATION

2900 Palomino Lane
P O Box 28369 • Las Vegas, NV 89126
(702) 870-4430 • Fax (702) 870-4087

Majors William and Harriette Raibl
Clark County Coordinator & Director of Special Services

June 7, 2004

Mr. Orlando Sanchez, Director
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Ave. 2nd Floor
Las Vegas, Nevada 89101

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2004 AUG 12 A 11:50

Dear Mr. Sanchez,

This letter is a formal request for an Option To Purchase to be placed on the City Council Agenda. This would be for the approximate 3 165 acres of land the city owns, which was previously known as the MASH property. Please find attached the February 18, 2004 letter to Faye Johnson, Manager Neighborhood Development Division and her response dated February 26, 2004 stating the process could take up to 60 days from the date of her letter. This letter was included in our tax credit application to the State of Nevada.

On May 14, 2004 we received our Reservation of 2004 Low Income Housing Tax Credits letter for our Horizon Crest permanent housing development from the State of Nevada (letter attached). In addition to the tax credits we received a HOME award of \$888,500 from Clark County (letter attached).

Horizon Crest Apartments is an affordable family housing community. The development will provide 68 apartment units in garden style buildings with a recreation building of approximately 2,000 sq. ft. and a small play area. The buildings have two and three-story wood frame construction with stucco exteriors and tile roofs. All units will have separate exterior entrances. The project is designed in a southwestern style with specific consideration for families in the design feature. All buildings will be a mix of two and three-story with external staircases. Each unit will include a range, oven, disposal, dishwasher, washer and dryer hookups and a refrigerator. The unit mix is as follows:

	All Units	Square Feet	40% of Median	30% of Median
One-bedroom	32	782	27	5
Two- bedroom	8	1,097	7	1
Three-bedroom	28	1,197	24	4

Fifty eight units will be reserved for tenant households with income equal to or less than 40% of the median income for the Las Vegas primary metropolitan statistical area; and ten units will be reserved for households with 30% or less of median income.

Long -term affordability will be governed by a regulatory agreement for the tax credits, which provides affordability assurances for a total of at least 30 years. The Salvation Army will manage the property. The project will be financed by tax credit equity and HOME Funds from Clark County.

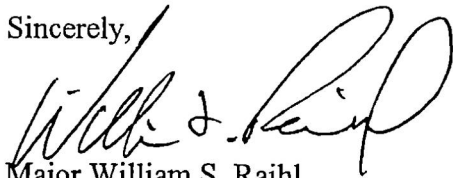
The Salvation Army and HAND Development Company will be co-developers. The General Contractor will be HAND Construction Company, an affiliate of Nevada H.A.N.D., Inc.

The Salvation Army has been serving the community since 1947. Completed capital projects include, Lied Transitional Housing Complex, Adult Rehabilitation Resident Program, Homeless Services Center, Pathways, Safe Haven and Silver Crest Senior Apartments. We are currently constructing the Lied Vocational Housing Center and anticipate construction to be complete by January 2005.

Please advise when the date of the Council meeting the Option to Purchase will be placed on the agenda so I can place it on my calendar to attend.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "William S. Raihl", written in a cursive style.

Major William S. Raihl
Clark County Coordinator
Enclosures



Site Map

Legend

- Street Centerline
- Parcels
- City of Las Vegas

Real Estate & Asset Mgmnt



08/18/2004

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 entering into negotiations with The Shade Tree, Inc., for the purchase of approximately one acre of City land in the vicinity of Owens Avenue and Main Street for an off-site expansion - Ward 5 (Weekly)

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

The City of Las Vegas is in receipt of a letter from The Shade Tree, Inc., dated 8/10/04. They have requested to enter into a Purchase and Sale Agreement with CLV for approximately one acre of land for an off-site expansion. The land requested is adjacent to the west parking lot wall of their existing property.

RECOMMENDATION:

Staff recommends approval to enter into negotiations with The Shade Tree, Inc., to bring the Purchase and Sale Agreement back to Council for consideration.

BACKUP DOCUMENTATION:

1. 8/10/2004 Letter from The Shade Tree
2. Site Map

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, requested that his office be allowed to negotiate with The Shade Tree to purchase one acre in the vicinity of Owens Avenue, referred to as the MASH property. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 8 – Discussion and possible action regarding entering into negotiations with The Shade Tree, Inc., for the purchase of approximately one acre of City land in the vicinity of Owens Avenue and Main Street for an off-site expansion

MINUTES – Continued:

No one appeared in opposition

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:10)

1-219



August 10, 2004

City of Las Vegas
Attn: Mr. Orlando Sanchez, Director
Neighborhood Services Department
400 E. Stewart Ave. 2nd Floor
Las Vegas, NV 89195

Dear Mr. Sanchez:

Per our previous conversation with Ms. Sharon Segerbloom, request one acre of the old MASH property be deeded to The Shade Tree, Inc. for the purpose of completing our critically needed off-site expansion project. Location of the land requested sits directly adjacent to the west parking lot wall of our existing property. Funds required to complete this project have already been secured.

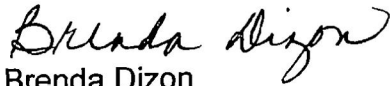
The Shade Tree is a 38,000 sq. ft. structure that sits on .69 acres of land. During the last fiscal year, we provided 74,744 bed nights to 6,519 unduplicated women and children. Currently we have only 19 parking spaces and very little on-site space for clients to congregate while waiting to re-enter the facility without overflowing onto the public sidewalks and into the street. This situation creates a safety hazard for everyone, but especially the children. At times, we have more than 200 women and children standing out on the streets. The Shade Tree has also lost many opportunities to enter into community partnerships due to the lack of parking/on-site space. Donations are frequently lost because the individual cannot get into the parking area to access donations. At other times especially on the weekends and after office hours, donors will come to the property and just dump their donation on the currently exposed loading dock, which creates an eye sore. There are even times when emergency vehicles have difficulty getting in and out. Children are frequently confined to inside the building because sufficient outside play areas are not available. Men loiter outside the Owens side of the exiting property because the back patio is the only outside area the women have to sit. This has created problems with protecting the confidentiality of our clients, unwanted trash, and destruction of property. And last, but not least, due to the lack of on-site parking spaces, staff and clients alike must park on the street, preventing City street sweeping crews access to cleaning the area.

With the additional acre of land, plans have been developed to address all of the above issues. First, the number of exiting in-site parking spaces will be increased from 19 to

62. This will also allow for an increase in the number of handicap parking spaces from one to five. Secondly a large outside covered patio areas is planned where clients can meet and socialize without leaving the grounds and/or being visible to outsiders. A large playground is being added to give the kids a place to safely play. Given the size and layout of the new area, there will be no reason for any resident to be loitering outside the gates. Two large, on-site storage sheds will allow us to receive donations away from the building and eliminate the unsightly accumulations of donations on the dock. Finally, because a solid block wall will enclose the entire area, safety and confidentiality for all women and children will be greatly improved. More handicapped persons will have closer access to the building and emergency vehicles can enter without interference.

The Shade Tree is extremely grateful for the City's support in serving the many and varied needs of the homeless and abused women and children of this community. Together, we can, and do, make a difference. Thank you, again.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Dizon".

Brenda Dizon
Executive Director

cc: Ms. Faye Johnson, Manager



Site Map

Legend

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

Real Estate & Asset Mgmt



08/13/2004

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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 Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc. for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - City Parkway IV-A/Miscellaneous Rentals) - Ward 5 (Weekly)

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

In conjunction with the acquisition of this parcel from Union Pacific, Viacom has a yearly lease for an existing billboard on site. This new lease is for five years with a five-year option and the yearly rental income will increase by \$6,000 with a Consumer Price Index (CPI) increase each year.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Sign Location Lease
2. Site Map

COUNCILMAN WOLFSON recommended Item 9 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, explained that the land was acquired by the City and was transferred to City Parkway IV. He asked that staff be allowed to amend the contract with Viacom for an existing billboard on the site. The contract is being extended for five years with a monthly rental increase of \$500. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 31, 2004

Public Works

Item 9 – Discussion and possible action regarding a Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc. for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - City Parkway IV-A/Miscellaneous Rentals)

MINUTES – Continued:

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:10 – 3:12)

1-240

DATE: July 6, 2004
SIZE: 14'x48'
REP NAME: D Scott

LEASE NO 13 DIV 112
VENDOR NO LV0015
DISPLAY NO 02 1000 / 02 1001

SIGN LOCATION LEASE

- 1 CITY PARKWAY IV A INC. (hereinafter called LESSOR), hereby leases and grants exclusively to VIACOM OUTDOOR INC. (hereinafter called LESSEE) the premises presently occupied by LESSEE'S sign (with free access to and upon same) described as 139-27-401-031 in the City of Las Vegas, County of Clark, in the State of Nevada, commencing on July 1, 2004 (The Commencement Date), for the purpose of erecting, constructing, installing, placing, operating, and maintaining LESSEE'S advertising sign(s) thereon including supporting structures, illumination facilities and connections, service ladders and other appurtenances and ancillary equipment.
- 2 LESSEE shall pay to LESSOR rental of TWENTY FOUR THOUSAND & NO/100 Dollars (\$24,000.00) per year, payable in monthly installments of TWO THOUSAND & NO/100 Dollars (\$2,000.00) beginning on the Commencement Date. The annual rent will increase by Three Per Cent (3%) each succeeding year of the lease on the anniversary of the Commencement Date. Rental payments shall be limited to one (1) check per payment payable to no more than two (2) payees.
- 3 LESSOR warrants that LESSOR is the OWNER of the above-described real estate and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign(s) at the sole discretion of LESSEE. All such permits shall always remain the property of LESSEE.
4. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its sign(s) on the premises.
5. This agreement is a Lease (not a License), and all sign(s), structure(s), improvements and appurtenances thereto placed on the premises by or for the LESSEE, its agent or predecessor, shall remain the property of the LESSEE and LESSEE shall have the right to remove the same at any time during the term of the Lease or, for a reasonable period after the expiration of the Lease. If LESSEE removes its structure(s), only above grade portions of said structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the premises by LESSEE.
- 6 The term of this Lease will be Five (5) years beginning on the Commencement Date. This Lease shall continue in full force and effect for its term and thereafter for One (1) subsequent successive like term unless terminated at the end of such term, or any successive like term, upon written notice by the LESSOR or LESSEE sent by certified or registered mail served not less than ninety (90) days before the end of such term or subsequent like term.
7. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Lessee shall, at its election and its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of Lessee's interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or not to be acquired, and/or (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by Lessee relating to its leasehold, as improved with the outdoor advertising structure. Lessor may not terminate this lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.
- 8 In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the premises for outdoor advertising purposes; (c) LESSEE's sign(s) on the premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's signs are obstructed or impaired in any way by any object or growth on the premises or on any neighboring premises; (e) the advertising value of the structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in, the direction of traffic past the structure(s); (g) LESSEE is prevented from maintaining electrical power to the premises or illuminating its sign(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the structure(s) is impractical or uneconomical; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to terminate this Lease upon thirty (30) days notice in writing to LESSOR and LESSOR shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term.
9. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).
- 10 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by a Vice President, General Manager or Regional Director of Real Estate who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the property site(s). This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.
11. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of ownership of the premises related hereto or of LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this lease or any part thereof except to a party who purchases the underlying fee title to premises and LESSEE shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the subject sign structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by or under control with LESSEE.
12. All rents to be paid pursuant to this Lease and all notices are to be forwarded to the undersigned LESSOR at the address noted below the LESSOR's signature. Rental payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service.

- 13 In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice if it commences such cure within fourteen days from notice and pursues such cure to completion.
14. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
- 15 To the extent permitted by applicable law, Lessor hereby waives any statutory right to a landlord's lien or any other lien on any property of Lessee located on the premises
- 16 Lessee shall have the absolute unencumbered right to trim, cut or remove any trees or other vegetation or any other debris from Lessor's property, which in any way impairs the operation or maintenance of lessee's sign(s) or the view thereof.

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

FOR LESSOR.

CITY PARKWAY IV A INC.

BY: _____

Title

DATE: _____

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

BY: _____

Title

DATE: _____

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness

88-6000198
LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

LESSOR'S MAILING ADDRESS

P.O. BOX 98801

Street Address

LAS VEGAS

City

NEVADA

State

89101

Zip

(702) 229-6011

Telephone Number

(702) 386-9108

Fax Number

FOR LESSEE.

VIACOM OUTDOOR INC.

BY: _____

Title

DATE: _____

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness

APPROVED AS TO FORM:

Thomas R. Green

Date

7/27/04



Site Map

Legend

- Street Centerline
- ▭ Parcels
- scl_majors
- ▭ USA
- ▭ City of Las Vegas
- ▭ City Parkway IV A Inc

Real Estate & Asset Mgmt



7/29/2004

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: AUGUST 31, 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:

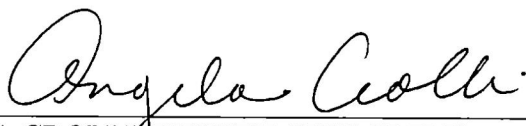
BRIDGET CLARY, The Shade Tree, asked what the next step would be once Item 8 is approved by the City Council. DAVID ROARK, Real Estate and Asset Manager, replied that it will go through a purchase sale agreement. Once that is approved by his office, the City Attorney's office and The Shade Tree, it will come back before the City Council for consideration. His office will contact The Shade Tree to discuss options. MR. ROARK added that this should happen within the next month.

(3:12 – 3:15)

1-276

THE MEETING ADJOURNED AT 3:15 P.M.

Respectfully submitted: _____


ANGELA CROLLI, DEPUTY CITY CLERK
August 31, 2004