

City of Las Vegas

**REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
TUESDAY, SEPTEMBER 14, 2004
3:00 P.M.**

REAL ESTATE COMMITTEE – COUNCILWOMAN MONCRIEF AND COUNCILMAN WOLFSON

NOTE EITHER OF THE TWO ALTERNATE MEMBERS OF THE REAL ESTATE COMMITTEE MAY SUBSTITUTE FOR A MEMBER OF THE REAL ESTATE COMMITTEE AT ANY TIME

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

NEW BUSINESS.

1. Discussion and possible action regarding an Assignment and Option Agreement with Affordable Housing Resource Council (AHRC) (the Assignor) and Silver Sky Assisted Living Limited Partnership (Assignee) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley, Las Vegas, Nevada for development and construction of a senior assisted living project and senior housing - Ward 2 (Wolfson)
2. Discussion and possible action regarding a Grant, Bargain and Sale Deed from Astoria Lone Mountain 30, LLC, to the City of Las Vegas for approximately 21,000 square feet of land in the vicinity of Gilmore Avenue on APN 137-12-201-014 - Ward 4 (Brown)
3. Discussion and possible action for entering into negotiations with KB Homes to purchase a portion of APN 125-08-401-004 located at Grand Teton Drive and US-95 North from the City of Las Vegas (CLV) - Ward 6 (Mack)
4. Discussion and possible action regarding Interlocal Agreement 110273 between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for a water line extension on APN 139-27-708-008 commonly known as the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard - Ward 5 (Weekly)
5. Discussion and possible action regarding a Lease Agreement with The Salvation Army to provide use of the former Crisis Intervention Center facility located at 1581 North Main Street - 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

4/6/04

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 **7th** day of **September, 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 **14th** day of **September, 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

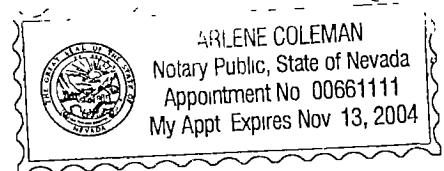
DEPARTMENT

Subscribed and sworn to before me this

8TH day of September, 2004

Arlene Coleman

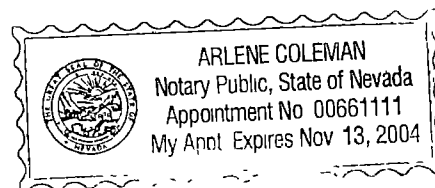
NOTARY PUBLIC in and for said County and State



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 Avenue

Melina Coleman
NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 2004

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

MINUTES:

PRESENT: COUNCILWOMAN MONCRIEF and COUNCILMAN WOLFSON

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

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

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

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(3:02)

1-1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Assignment and Option Agreement with Affordable Housing Resource Council (AHRC) (the Assignor) and Silver Sky Assisted Living Limited Partnership (Assignee) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley, Las Vegas, Nevada for development and construction of a senior assisted living project and senior housing - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

BLM conveyed this land to the CLV by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee selected Affordable Housing Resource Council/Affirmative Investment to design, build & manage an assisted living facility to serve low-income seniors. 3/17/04 Council approved 3 options to purchase with AHRC. The Assignor desires that 3 Options become one option and be assigned to the Limited Partnership formed for this venture. Purchase is a requirement for receiving allocated tax credits & funding to build the project.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Assignment and Option Agreement
2. Site Map

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 SEPTEMBER 14, 2004

Neighborhood Services

Item 1 – Discussion and possible action regarding an Assignment and Option Agreement with Affordable Housing Resource Council (AHRC) (the Assignor) and Silver Sky Assisted Living Limited Partnership (Assignee) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley, Las Vegas, Nevada for development and construction of a senior assisted living project and senior housing - Ward 2 (Wolfson)

MINUTES Continued:

SUE PRESCOTT, Neighborhood Development Supervisor, stated she had gone before Council in March to request to have this property assigned to Affordable Housing Resource Council. In order to complete the project, Affordable Housing Resource Council requested the property be in three different parcels. They have since formed a limited partnership, and are now requesting the property to be transferred in that name. She recommended approval, and COUNCILMAN WOLFSON thanked MS. PRESCOTT for all her hard work.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:02)

1-11

ASSIGNMENT AND OPTION AGREEMENT

THIS ASSIGNMENT AND OPTION AGREEMENT (this "Assignment") is made and entered into as of the ____ day of _____ 2004 (the "Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada (referred to as the "City"), Affordable Housing Resource Council, a non-profit, public benefit corporation (the "Assignor"), and Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada limited partnership (the "Assignee" and together with the City and the Assignor, the "Parties").

RECITALS

WHEREAS, through Patent Number 27-2004-0042 (the "Patent"), the City was granted by the United States of America all the rights, privileges, immunities and appurtenances, of whatsoever nature, in and to that certain 10± acres of real property, as more particularly described on Exhibit A (the "Property"), where the Property is to be used for, or for purposes related to, affordable housing; and

WHEREAS, the Assignor entered into a single option agreement with the City dated as of March 19, 2003 (the "Original Option Agreement") with respect to the proposed purchase by the Assignor of the Property; and

WHEREAS, at the request of a prior proposed developer of the Property, the Assignor subsequently entered into three separate option agreements, all dated March 17, 2004, to replace the Original Option Agreement (the "Option Agreements"); and

WHEREAS, since the prior proposed developer of the Property is no longer involved in the development of the Property, the conditions and contingencies included in the Option Agreements are no longer applicable to the Project; and

WHEREAS, the Assignor desires to assign to the Assignee, and the Assignee desires to assume from the Assignor, all of the rights and obligations of the Assignor under the Option Agreements; and

WHEREAS, as part of the assignment from the Assignor to the Assignee, the City has agreed to amend and restate the Option Agreements in a form substantially similar to the Original Option Agreement.

NOW, THEREFORE, in consideration of the several and mutual promises, agreements, covenants, understandings, undertakings, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Recitals are true and correct and by this reference incorporated herein as if fully set forth and the parties further covenant and agree as follows:

1. TERMS AND CONDITIONS

1.1. Assignment and Assumption. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, grant, bargain, sell, transfer, assign, deliver and confirm unto the Assignee, as of the Effective Date, all of the Assignor's rights, benefits, duties and obligations under the Option Agreements, and the Assignee agrees to assume all rights, benefits, duties and obligations of the Assignor under the Option Agreements.

duties and obligations under the Option Agreements, and the Assignee agrees to assume all rights, benefits, duties and obligations of the Assignor under the Option Agreements.

1.2. Consent; Amendment and Restatement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby consents to the Assignor's assignment of the Option Agreements to the Assignee and hereby agrees to amend and restate the Option Agreements as provided for in this Assignment.

1.3. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, the Assignee warrants that it has disclosed, on the form attached hereto as Exhibit B, all principals, including, partners of the Assignee, as well as all persons and entities holding more than 1% interest in the Assignee or any principal of the Assignee. Throughout the term of this Assignment and until the exercise or the expiration of the Option, the Assignee shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

2. OPTION AGREEMENT

2.1. Grant of Option. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants to the Assignee the option to purchase the Property, upon all of the terms, covenants and conditions contained in this Assignment (the "Option").

2.2. Exercise. The Option may be exercised by the Assignee by providing notice of such exercise to the City no later than 12:00 pm, Las Vegas time, on October 31, 2004 (the "Exercise Date"), where such notice shall be accompanied by the exercise price of Ten Dollars (\$10.00) (the "Exercise Price") and the proposed development schedule for the Property (the "Development Schedule"). The Exercise Date may be extended by the Assignee for two (2) additional one (1) year periods by providing notice of such exercise to the City prior to the then effective Exercise Date and tendering the additional consideration of Ten Dollars (\$10.00) per extension (the "Extension Price"). In the event that the Assignee fails to exercise the Option in the manner set forth in this Section 2.2 by the Exercise Date, as extended, the Option shall automatically terminate without any notice to the Assignee and all rights of the Assignee in and to the Property shall then and there cease.

2.3. Disposition and Development. Upon exercise of the Option, the City and the Assignee shall use their reasonable best efforts to enter into a purchase and sale agreement with respect to the Property (the "DDA") no later than forty five (45) days after the exercise of the Option by the Assignee. The DDA shall provide for, among other things, the purchase price for the Property of One Dollar (\$1.00), the development of a 90-unit affordable assisted living facility which is consistent with the Patent (including, but not limited to, the Assignee's requirements for the conveyance of the Property, the investigations to be made by the Assignee on the Property, the approval of matters of title of the Property, the land use approvals and entitlement for the Property, the reversionary rights related to the Property and the escrow and closing instructions for the purchase and conveyance of the Property).

2.4. Possession and Risk of Loss. The City shall continue in possession of the Property until close of escrow as to be set forth in the DDA, and shall maintain the Property in its present condition, reasonable wear from ordinary use excepted. The City shall bear the risk of loss from fire or other casualty to the Property until the transfer of possession as provided in the DDA. The City shall maintain adequate insurance on the Property against loss, including extended coverage, during such period.

3. GENERAL PROVISIONS

3.1. Authority. Each Party to this Assignment represents and warrants that the person signing this Assignment has been duly authorized to do so by the Party and, if an entity, that all necessary steps have been taken by that Party's officers, directors, managers, general partners or other authorized persons to ratify and otherwise assent to this Assignment. Each of the signatories to this Assignment represents and warrants that he or she has full and complete authority to execute this Assignment on behalf of the party named immediately above his or her signature.

3.2. Further Assurances. Each Party hereto shall from and after the date hereof, upon the reasonable request of the other Party or Parties hereto, execute such other documents as such other Party or Parties may reasonably require to obtain the full benefit of this Assignment.

3.3. Entire Agreement; Amendment. No amendment or modification of this Assignment shall be deemed effective unless and until it is an express writing executed by all of the Parties. This Assignment contains the entire agreement between the Parties and cannot be changed or terminated unless in an express writing, executed by the Parties hereto.

3.4. Attorneys' Fees and Costs. The Parties agree that in the event of a dispute, arbitration by either Party in any dispute, arbitration or litigation concerning this Assignment, the losing Party or Parties shall pay the prevailing Party's reasonable attorneys' fees and costs in that dispute, arbitration or litigation.

3.5. Captions and Pronouns. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Assignment and in no way whatsoever define, limit or describe the scope or intent of this Assignment nor in any way affect this Assignment.

3.6. Counterparts. This Assignment may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.7. Effect of Waiver. The waiver by either party of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any subsequent breach thereof.

3.8. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada in effect on the date of this Assignment without resort to any conflict of laws principles, and the courts of the State of Nevada shall have sole and exclusive jurisdiction over any matter brought under, or by reason of, this Assignment.

3.9. Assignment. This Assignment may be assigned by the Assignee only upon the express written consent of the City, where such consent shall not be unreasonably withheld; provided, however, notwithstanding the foregoing, the Assignee is permitted to assign this Assignment to an affiliate or a non-profit corporation formed for the sole purposes of owning and operating the Property as long as the assignee agrees in writing to assume the rights and obligations of the Assignee as provided for in this Assignment.

3.10. Notice. Any and all notices required under this Assignment shall be in writing and shall be either (i) hand-delivered; (ii) mailed, first-class postage prepaid, certified mail, return receipt requested; (iii) transmitted via telecopier provided that confirmation is obtained; or (iv) delivered via a nationally recognized overnight courier service, addressed to:

City: City of Las Vegas
Real Estate and Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attention: David Roark
Facsimile: (702) 384-0527

With copy to: City of Las Vegas
Neighborhood Services Dept.
400 Stewart Ave., 2nd Floor
Attention: Director
Facsimile: (702) 382-3045

With a copy to: City of Las Vegas
City Attorney's Office
400 Stewart Ave., 9th Floor
Attention: Civil Division
Facsimile: (702) 386-1749

Assignor: The Affordable Housing Research Council
1400 Wedekind Road, Suite 3
Reno, Nevada 89512
Attention: Jonnie Pullman
Facsimile: (775) 324-2553

Assignee: Silver Sky Assisted Living, A Nevada Limited Partnership
c/o Silver Sky Assisted Living, LLC
33 Union Street
Boston, Massachusetts 02108
Attention: Affirmative Investments, Inc.
Facsimile: (617) 367-1133

With copy to: Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway, Seventh Floor
Las Vegas, Nevada 89109
Attention: Robert C. Kim
Facsimile: (702) 796-7181

All notices hand-delivered shall be deemed delivered as of the date actually delivered. All notices mailed or delivered via overnight courier shall be deemed delivered as of three (3) business days after the date postmarked. Any changes in any of the addresses listed herein shall be made by notice as provided in this Section.

3.11. Partial Invalidity. If any term, condition, covenant, or provision of this Assignment, or any application thereof, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provision, covenants, and conditions of this Assignment and applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.12. Survival of Representations and Warranties. All representations and warranties contained in this Assignment shall survive the execution and delivery of this Assignment.

3.13 Neutral Interpretation. The provisions contained herein shall not be construed in favor of or against any Party because that Party or its counsel drafted this Assignment, but shall be construed as if all Parties prepared this Assignment, and any rules of construction to the contrary are hereby specifically waived. The terms of this Assignment were negotiated at arm's length by the Parties hereto.

...
...
...
...

IN WITNESS WHEREOF, this Assignment and Option Agreement has been executed as of the date first set forth above.

"CITY"

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Ponticello *9/1/04*
Date

"ASSIGNOR"

AFFORDABLE HOUSING RESOURCE COUNCIL

By: *[Signature]*

Its: *President, Board of Trustees*

"ASSIGNEE"

SILVER SKY ASSISTED LIVING, A NEVADA
LIMITED PARTNERSHIP

By: SILVER SKY ASSISTED LIVING, LLC
Its: General Partner

By: AFFIRMATIVE NEVADA LLC
Its: Manager

By: AFFIRMATIVE INVESTMENTS, INC.
Its: Manager

By: *David Ennis*

Its: *President*

EXHIBIT A

REAL PROPERTY DESCRIPTION

Mount Diablo Meridian, Nevada, T. 20 S., R. 60 E., Sec. 28, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 10 acres, more or less

EXHIBIT B**DISCLOSURE OF PRINCIPALS**

The following is a list of the principals and partners of Silver Sky Assisted Living, A Nevada Limited Partnership (the "Assignee"), including all persons and entities holding more than a one percent (1%) interest in the Assignee.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
Silver Sky Assisted Living, LLC	33 Union Street Boston, Massachusetts 02108	617-367-4300	General Partner (0.01%)
Affirmative Nevada LLC	33 Union Street Boston, Massachusetts 02108	617-367-4300	Manager and 80% member of Silver Sky Assisted Living, LLC
Affordable Housing Resource Council	1400 Wedekind Road, Suite 3 Reno, Nevada 89512 Attn: Jonnie Pullman	775-324-1870	Limited Partner (99.99%) and 20% member of Silver Sky Assisted Living, LLC
Ernest Nielsen	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-328-2592	President of Affordable Housing Resource Council
Bob Rusk	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-329-6411	Secretary of Affordable Housing Resource Council
Jeff Ostomel	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-850-5620	Treasurer of Affordable Housing Resource Council
Steve Alastuey	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-324-7385	Director of Affordable Housing Resource Council
Tom Murtha	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-950-1400	Director of Affordable Housing Resource Council
Bob Nielsen	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-825-0999	Director of Affordable Housing Resource Council

The undersigned hereby certifies, under penalty of perjury, that the foregoing list is full and complete.

SILVER SKY ASSISTED LIVING, A NEVADA LIMITED PARTNERSHIP

By: SILVER SKY ASSISTED LIVING, LLC
Its: General Partner

By: AFFIRMATIVE NEVADA LLC
Its: Manager

By: AFFIRMATIVE INVESTMENTS, INC.
Its: Manager

By: David Ennis
 David Ennis
Its: President

Subscribed and sworn to before me this
31st day of August, 2004.

Gerald M. Coveau
Notary Public



GERALYN M. COVEAU
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 8, 2010



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- ▨ Leased
- Applied
- USA
- City of Las Vegas

Real Estate & Asset Mgmnt



9/1/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 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 Grant, Bargain and Sale Deed from Astoria Lone Mountain 30, LLC, to the City of Las Vegas for approximately 21,000 square feet of land in the vicinity of Gilmore Avenue on APN 137-12-201-014 - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Astoria Lone Mountain 30, LLC, is requesting to deed approximately 21,000 square feet of land on APN 137-12-201-014 to the City. This is an unusable remnant piece of land to Astoria. The Grant, Bargain and Sale Deed would give support to the City should the City decide to extend Gilmore Avenue.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Grant, Bargain and Sale Deed
2. Site map
3. Disclosure of Principals

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, requested permission to accept the grant bargain and sale deed from Astoria Lone Mountain land purchase in their northwest development. He explained there is approximately 21,000 square feet of land that runs alongside a drainage ditch and roadway that could be useful to the City for future expansion of the ditch. He said the acceptance of the title would be free of charge and recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:03-3:04)

A.P.N.: Ptn of 137-12-201-014

R.P.T.T.: EXEMPT

When Recorded Mail To:

ASTORIA LONE MOUNTAIN 30 LLC
9555 Del Webb Blvd.
Las Vegas, NV 89134

Mail Tax Statements To:

The City of Las Vegas
400 Stewart Ave., 4th Floor
Las Vegas, NV 89101

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Astoria Lone Mountain 30, LLC, a Nevada Limited Liability Company

do(es) hereby *GRANT, BARGAIN and SELL* to

The City of Las Vegas, a Municipal Corporation of the State of Nevada

the real property situate in the County of Clark, State of Nevada, described as follows:

**Lot CLV-1 in Astoria at Lone Mountain Final Map Book 118 Page 0004
recorded June 30, 2004.**

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

ASTORIA LONE MOUNTAIN 30, LLC, A NEVADA
LIMITED LIABILITY COMPANY

By: [Signature]
Its: President

STATE OF **NEVADA**)
)
COUNTY OF **CLARK**) **ss.**

This instrument was acknowledged before me on August 11, 2004 by
Thomas McCormick as President of
Astoria Lone Mountain 30, LLC, a Nevada Limited Liability Company.

[Signature]
NOTARY PUBLIC
(My commission expires: 8/12/08)



THIS INSTRUMENT IS ACCEPTED AND APPROVED AS TO FORM AND CONTENT

THE CITY OF LAS VEGAS

BY: _____
OSCAR GOODMAN, MAYOR

ATTEST:

BY: _____
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:
[Signature]
Date 8-31-04

N11°39'16"W (R)
N11°45'19"W (R)

$\Delta = 1^{\circ}00'06''.03''$
 $R = 2520.50'$
 $41 L = 4.43'$
 $T = 2.22'$

40

39

38

37

36

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34

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32

GILMORE CHANNEL DRAINAGE
RIGHT-OF-WAY DEDICATED
PER OR: 20040602: 01289,
RECORDED JUNE 02, 2004.

30

29

CLOUDLAND CANYON STREET

$\Delta = 05^{\circ}28'58''$
 $R = 1042.50'$
 $L = 99.76'$
 $T = 49.92'$

25 24

N03°19'55"E
(R)

PUBLIC DRAINAGE
RIGHT-OF-WAY DEDICATED
PER BOOK 100, PAGE 97
OF PLATS

"CLV-1"
21,587 S.F.

S87°50'57"W 677.82'

$\Delta = 9^{\circ}36'16''$
 $R = 2979.50'$
 $L = 499.46'$
 $T = 250.31'$

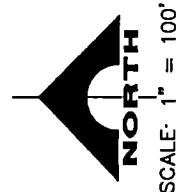
DANIELSON AVENUE

S00°38'28"E 37.74'

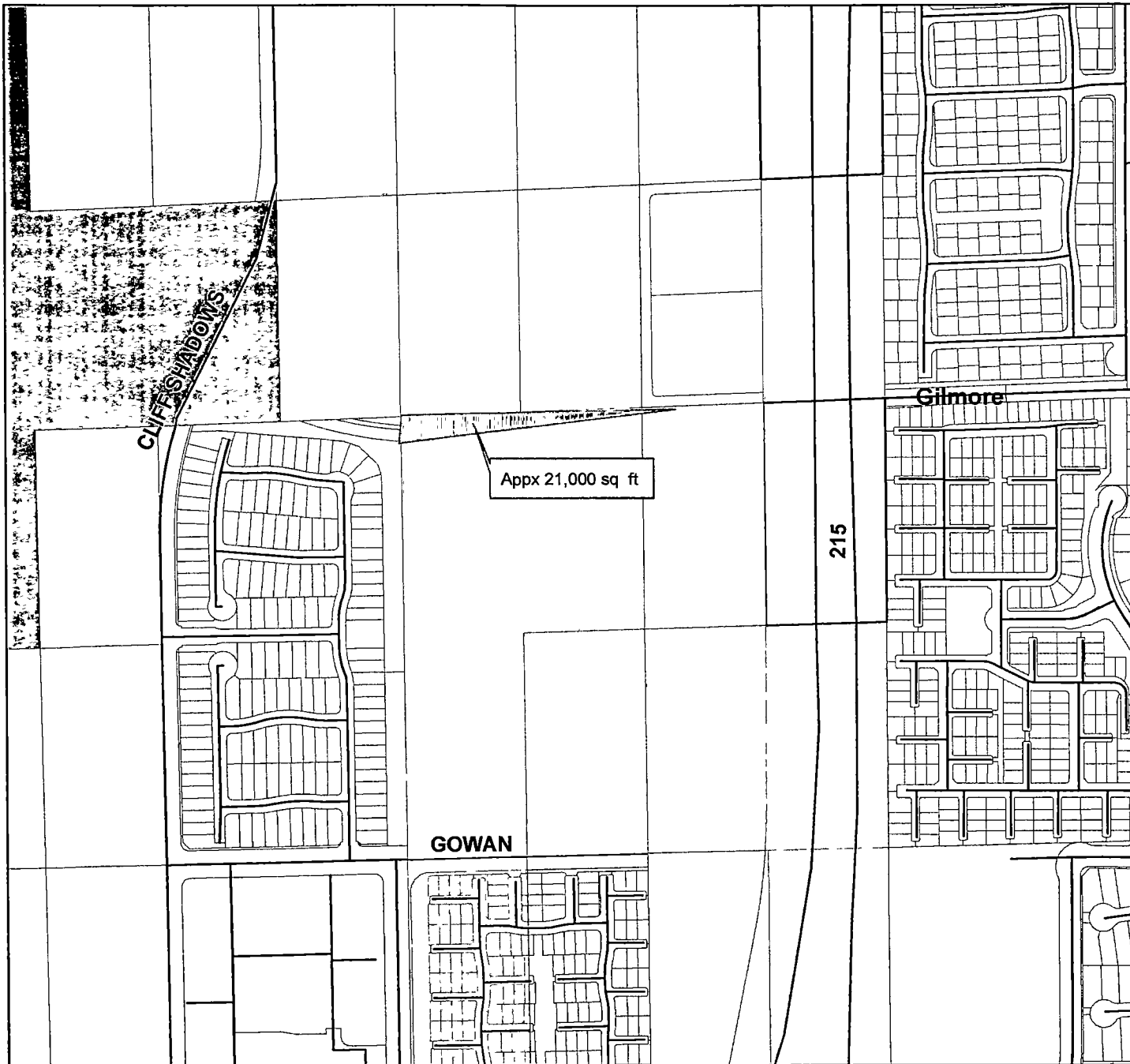
NW 1/16

COMMON ELEMENT "1H"
HILLCREST AT LONE
MOUNTAIN WEST - UNIT 1
BOOK 100, PAGE 97
OF PLATS

GILMORE AVENUE
PUBLIC STREET



GILMORE AVENUE



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- ▨ Leased
- Applied
- USA
- Astoria Lone Mountain

Real Estate & Asset Mgmnt



8/25/2004

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

Block 1 Contracting Entity (Name) Astoria Lone Mountain 30, LLC Name Address 4555 Del Webb Blvd LV NV 89134 EIN or Social Security # - - - -	Block 2 Description Subject Matter of Contract/Agreement Grant, Bargain and Sale Deed
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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.	Monument Capital, Inc 40% Thomas McCormick / President	4555 Del Webb Blvd LV NV 89134	702-257-1188
2.	Astoria corporation 10% McCormick Family Trust	4555 Del Webb Blvd LV NV 89134	702-257-1188
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

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



Name



Date

Subscribed and sworn to before me this 30
day of

August, 2004.

Stacy Rainwater
Notary Public



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 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 for entering into negotiations with KB Homes to purchase a portion of APN 125-08-401-004 located at Grand Teton Drive and US-95 North from the City of Las Vegas (CLV) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

CLV purchased the parcel 12/03 in conjunction with future roadway and Rights-of-Way for the Grand Teton overpass. KB Homes is interested in possibly developing a residential subdivision just north of this parcel. The parcel consists of approximately 6.23 acres. CLV needs approximately 2.0 acres for Right-of-Way purposes and wishes to attempt to sell the excess for housing development.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site Map

COMMITTEE RECOMMENDATION:

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.

DAVID ROARK, Real Estate and Asset Manager, requested permission to enter into negotiations with KB Homes for land the City owns at Grand Teton and I-95. , He stated that time is critical in order to sell the property because it will be left from the Grand Teton overpass right-of-way. He is waiting to receive drawings from the City Engineer's Office but if not received within two months, the land can eventually become difficult to develop. He recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:04-3:06)



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- City of Las Vegas

Real Estate & Asset Mgmnt



8/26/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 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 Interlocal Agreement 110273 between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for a water line extension on APN 139-27-708-008 commonly known as the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before LVVWD will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement 110273
2. Site Map

COMMITTEE RECOMMENDATION:

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.

DAVID ROARK, Real Estate and Asset Manager, described the interlocal agreement is to receive water facilities during the remodeling of the Reed Whipple Cultural Center. He informed the committee that he would bring the easements forward at the next meeting and also provide them for Council. He recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:06-3:07)

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
REED WHIPPLE CULTURAL CENTER WATER LINE EXTENSION**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the re-development of real property located on the east side of Veterans Memorial Drive, north of Bonanza Road, further described as Clark County Assessor's Parcel Number(s) 139-27-708-008, and has submitted plans for the re-development of an existing building, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the re-development of the real property as a cultural center and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a cultural center, located on the east side of Veterans Memorial Drive, north of Bonanza Road. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

REED WHIPPLE CULTURAL CENTER WATER LINE EXTENSION
Utility Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. Upon receipt of Frontage Connection Charges from others, to refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Fourteen Thousand Two Hundred Fourteen and no/100*****dollars (\$14,214.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor

unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200____.

APPROVED AS TO FORM:

Robert S. Glavin 8-26-07

City Attorney

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS, City Clerk

BY: OSCAR B. GOODMAN, Mayor

ATTEST:

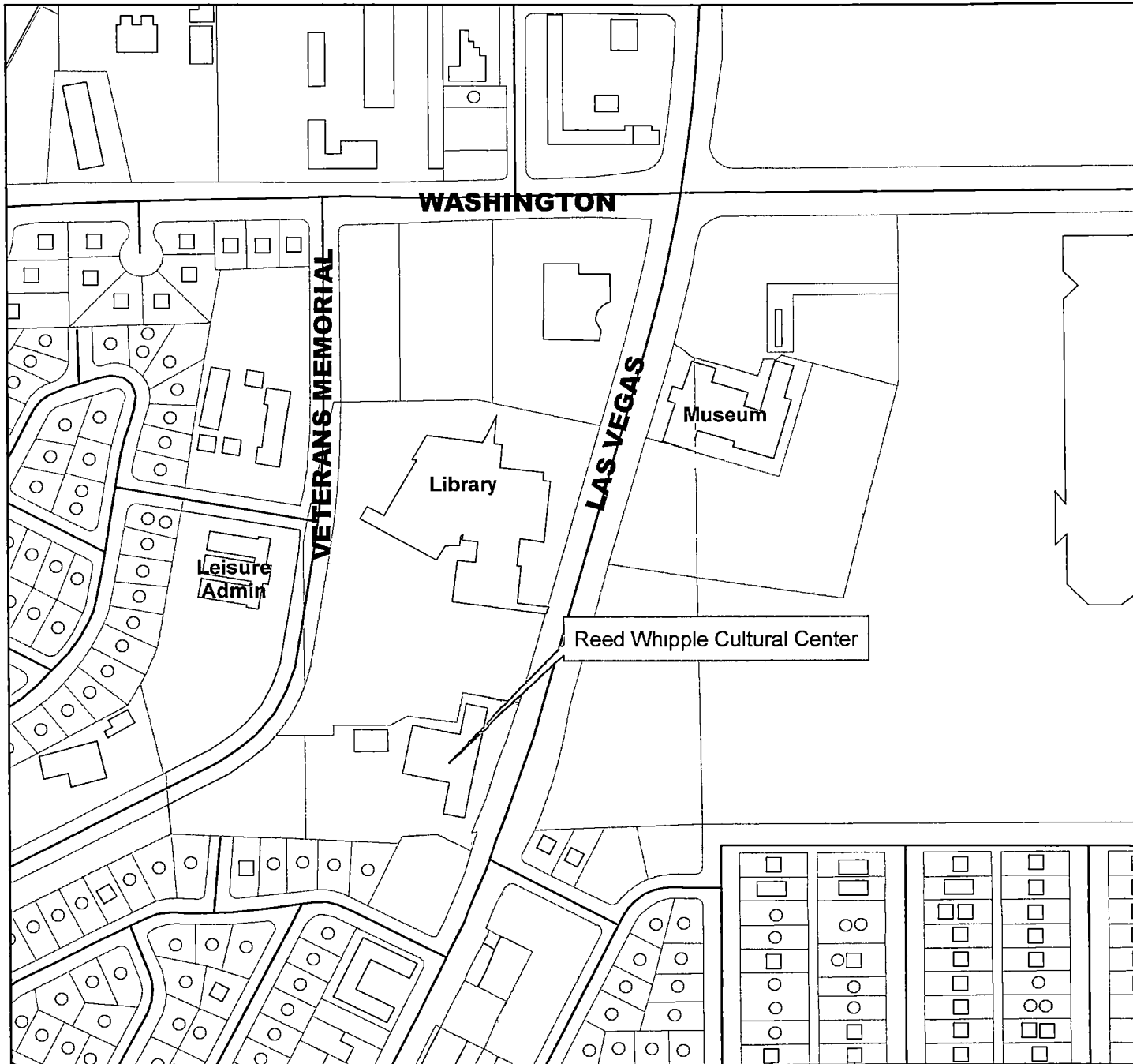
LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: MYRNA WILLIAMS, President
Board of Directors

APPROVED:

CHARLES K. HAUSER, General Counsel



Site Map

Legend

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

Real Estate & Asset Mgmnt



8/26/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 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 with The Salvation Army to provide use of the former Crisis Intervention Center facility located at 1581 North Main 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 Salvation Army has requested to extend their current Lease Agreement with the City for a period of five years for use of the former Crisis Intervention Center facility. During which, The Salvation Army will be responsible for all costs, including utilities, maintenance, and security. The use of the premises includes the Christmas Angel Program, Family Services, Back-To-School Headquarters, Triage Center for Emergency Disaster Interventions, Coats for Kids, Family Resource Center and Family-to-Family Connection.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

COMMITTEE RECOMMENDATION:

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, recommended extending the lease of the Salvation Army for five years. MR. ROARK explained this would allow them to continue to maintain the facility, bearing all costs, and he recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:07)

1-145

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease" or "Lease Agreement") is entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Landlord"), and THE SALVATION ARMY, a California nonprofit corporation, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property located at 1581 North Main Street, Las Vegas, Nevada, 89101, and commonly known and referred to as the Crisis Intervention Center; and

WHEREAS, the Tenant is desirous to occupy the Landlord's real property by leasing approximately 15,000 square feet of office space located on a lot approximately 35,000 square feet in size ("Property") to operate its business which includes the Family Services, Christmas Angel Program, Back-To-School Headquarters, Triage Center for Emergency Disaster Interventions, Coats for Kids, Family Resource Center, and Family-to-Family Connection in accordance with the terms, conditions, and covenants hereinafter set forth.

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

1. PREMISES.

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain office space comprising approximately 15,000 square feet and Property located at 1581 North Main Street in the City of Las Vegas, County of Clark, State of Nevada, ("Premises") and commonly referred to as Crisis Intervention Center, which is delineated on Exhibit "A" attached hereto and by this reference made a part of this Lease Agreement.

2. TERM.

2.1. Length of Term. The term of this Lease shall be for a period of (5) five years beginning on the Commencement Date as hereinafter defined the "Initial Term". This Lease may be terminated with or without cause by either party providing the other 90-day advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 90 day notification period ends. For example, if notification is provided on the 5th day of July, the Lease terminates on October 31st of that same year.

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

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

3. RENT.

Tenant agrees to pay to Landlord, at such place as Landlord may designate, without prior demand and without any deduction or set off whatsoever, except as provided herein, the Base Rental Payment of One Dollar (\$1.00) per month.

Tenant agrees that any and all work, repair or maintenance required and/or performed under Section 9 (Maintenance) and Section 10 (Alterations) is considered Supplemental Rent in addition to the Base Rental Payment.

4. This section intentionally omitted.

5. USE.

5.1 Use of Premises. Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to: the Family Services, Christmas Angel Program, Back-To-School Headquarters, Triage Center for Emergency Disaster Interventions, Coats for Kids, Family Resource Center, and Family-to-Family Connection. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent from the Landlord's designee, The Director of Neighborhood Services Department at the City of Las Vegas.

5.2 Prohibited Uses. Tenant shall not use the Premises for nighttime shelter. Tenant shall not shelter, feed, or provide showers to persons on the Premises. Tenant shall not use the Premises for adult day shelter purposes. Any other activity involving temporarily housing displaced persons that is not expressly outlined in the Lease is prohibited.

6. CONTINUOUS OPERATION.

Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers, clients and/or visitors.

7. LAWS, WASTE, NUISANCE.

Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable

noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS. AWNINGS AND CANOPIES.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Crisis Intervention Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining written permission from Landlord. Landlord may, at Tenant's cost, remove any item erected in violation of this Section.

9. MAINTENANCE.

Tenant shall maintain the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors or nuisances and will in all respects and at all times fully comply with health, safety and police regulations, including all laws, regulations, statutes or codes concerning the use, storage or maintenance of hazardous materials on the Premises. Tenant shall further not suffer or permit any person to commit any waste on the Property. Tenant shall be responsible for the cost of providing any and all maintenance and security for the Premises.

10. ALTERATIONS.

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

11. MECHANIC'S LIEN.

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

12. UTILITIES AND SERVICES.

Tenant shall provide and pay for all utilities and custodial services for the Premises during the Lease term, including any and all telephone services, gas, electric, water, cable, garbage pick up, security alarms, security cameras, security guards, sewer, and any landscaping service that it may require. Tenant shall be required to provide security in the manner that appropriately handles the safety, welfare, and integrity of the Premises.

13. ASSIGNMENT.

13.1. Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

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

14. INDEMNITY.

Tenant hereby agrees to protect, indemnify, and hold the Landlord, 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 Landlord, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Landlord, 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 Tenant or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly

or indirectly employed by, or is acting in concert with, the Tenant, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

In this connection, the Tenant expressly agrees, at its sole cost and expense, to defend the Landlord, 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 Tenant has agreed to indemnify the Landlord, its officers, employees and agents. If the Tenant fails so to do, the Landlord 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 Tenant.

15. INSURANCE.

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

16. DESTRUCTION.

16.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Crisis Intervention Center are damaged, whether or not the Premises are damaged, to such an extent that the Crisis Intervention Center cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event

and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

16.2. Tenant's Remedies. The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item 16.1 (a) above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items 16.1(b) and (c). If Tenant shall terminate this Lease Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease Agreement other than remove its personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

17. EVENTS OF DEFAULT REMEDIES.

17.1. Default by Tenant . Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 17.2:

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

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

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

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

(E) Tenant violates either Section 5 or Section 13.

17.2. Remedies. Upon the occurrence of the events set forth in Section 17. 1, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

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

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

18. This section intentionally omitted.

19. ACCESS TO PREMISES.

Landlord shall have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees.

20. ATTORNMENT.

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

21. QUIET ENJOYMENT.

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

22. SURRENDER OF PREMISES.

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

23. This section intentionally omitted.

24. ATTORNEY'S FEES.

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

25. MISCELLANEOUS PROVISIONS.

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

25.2. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

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

25.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and the addresses set forth below and (b) if to Tenant, either at the Premises, at the current address for Tenant as set forth below which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord: City of Las Vegas
Department of Public Works/Real Estate
400 Stewart Ave., 4th Floor
Las Vegas, Nevada 89101
(702) 229-1020 phone
(702) 384-0527 fax

With additional copies to:

City of Las Vegas
City Attorney's Office
400 East Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
(702) 386-1749 fax

City of Las Vegas
Department of Neighborhood Services
400 East Stewart Ave., 2nd Floor
Las Vegas, Nevada 89101
(702) 382-3045 fax

To Tenant: The Salvation Army
2900 Palomino Lane
P.O. Box 28869
Las Vegas, NV 89126
(702) 870-4480 phone
(702) 870-4087 fax

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

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

25.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

25.8. 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.

25.9. 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.

26. AUTHORITY OF SIGNATORIES.

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

27. DISCLOSURE OF PRINCIPALS.

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

...
...

28. MODIFICATIONS OR AMENDMENTS.

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

GUARANTEED:

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

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

ATTEST:

"Landlord" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B GOODMAN, MAYOR

"Tenant" THE SALVATION
ARMY, a California
Corporation

APPROVED AS TO FORM:

J. Panticello 8/24/04
DEPUTY CITY ATTORNEY/DATE

By _____

Site Map

Legend

- Street Centerline
- ▭ Parcels
- scl_majors
- ▭ City of Las Vegas

Real Estate & Asset Mgmnt



8/26/2004



Block 1	<u>Contracting Entity (Name)</u>	Block 2	<u>Description</u>
The Salvation Army Name 2900 Palomino Lane Address Las Vegas, NV 89107 EIN or Social Security # 88-0148782		Subject Matter of Contract/Agreement:	

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: -0-

THE SALVATION ARMY, A CALIFORNIA CORPORATION
BOARD OF DIRECTORS

July 15, 2002

JOHN A. BUSBY
CHAIRMAN OF THE BOARD AND DIRECTOR
615 SLATERS LANE
ALEXANDRIA, VA 22313
(703) 684-5500

LINDA BOND
PRESIDENT AND DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8400

DONALD C. BELL
VICE PRESIDENT AND DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8455

KURT BURGER
TREASURER AND DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8406

ALLIE LAURA NILES
SECRETARY AND DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8755

PAUL R. SEILER
DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8402

RAYMOND MOULTON
DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8404

C. BRUCE JONES
ASSISTANT TREASURER AND DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8726

SHARON M. ROBERTSON
DIRECTOR
180 E OCEAN BLVD
LONG BEACH, CA 90802
(562) 491-8407

Block 5. Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N.A.

Date of Attached Document: _____ Number of Pages: _____

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

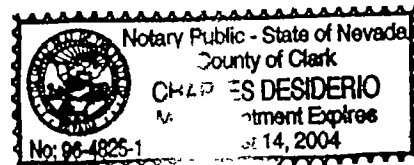
Walter L. Kief
Name

8/28/2003
Date

Subscribed and sworn to before me this 28th
day of August

_____, 2003.

Charles Desiderio
Notary Public



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 14, 2004

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

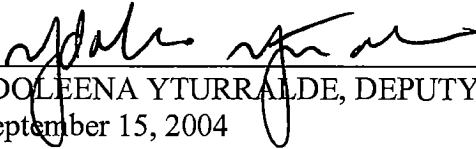
MINUTES:

None.

(3:07)
1-181

THE MEETING ADJOURNED AT 3:08 P.M.

Respectfully submitted: _____


YDOLEENA YTURRALDE, DEPUTY CITY CLERK
September 15, 2004