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To: Beverly Bridges
 Company: City of Las Vegas
 Fax #: 702-382-4803

From: Lynette Martini
 Date: 3/31/09
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Re 513 N 13th Street - case #60932

As we discussed yesterday, we have put together a summary of why we are asking for civil penalties to be waived for the above property.

The following may be copied and presented to the Council. I will be there to represent the 513 N 13 LLC tomorrow morning at 9am. Thank you for your help.

Submitted after final agenda

Date 3/31/09 Item 35

513 N 13th Street, Las Vegas
Owned by 513 N 13 LLC (80% Demich + 20% Thompson)

The duplex on a double lot was purchased in December of 2005 with a Las Vegas partner/real estate broker, who immediately contracted a property management company to maintain the property and perform leasing duties.

The property management company gave both tenants notice to leave in February of 2007. We had the rear unit refurbished and ready to rent in March. The front unit was to be refurbished when the rear unit was rented.

May 23, 2007, I called the property manager to find out if the tenant incentive was being advertised, etc and was told about the fire. The insurance company denied the claim a month later, because building was vacant more than 60 days.

While we waited for repair bids from property management, we boarded up the building and cleaned up the lot, whatever was requested. Property management eventually terminated their management contract in October, without helping after the fire.

The November letter from Air Quality was sent to the Demich street address, as set up in the LLC by the Las Vegas partner. There is no street delivery in Rancho Santa Fe, just post office boxes, so the letter was not received until December. Bill Peterson waived the fencing and gave additional time to finish; Notice of Compliance was issued in January 2008.

January 17, 2008, we received 10 day notice to demolish building & clean up property. We received bids for \$2,619 for board up only, plus \$3,600 for clean up only. We contacted 7 contractors from the Neighborhood Response list for demolition. Bids were from \$8,000 to \$19,950, not under \$5,000 as quoted to the City. Some companies were too busy or did not submit bids.

February 6, 2008 we received a fax from Lynn Nihipali that the City would proceed with demolition.

We were surprised in April when Lynn told us that the City was putting demolition out to bid. We thought property had been torn down by February. Now the date for demolition was to be in September.

We were again surprised in October when we received a letter from Devin Smith that we had not performed. We answered that we were told twice that the City would demolish the building and were surprised to be getting a letter instead of an invoice.

In summary:

Nine months after we first received a 10 day notice to demolish the building and clean up the property or the City would, the City finally finished demolition.

When we received the invoice, with possible penalties of \$150,050, we wrote a check for \$846 for penalties and inspection fees, asking that the civil fees be waived, since the City was to have demolished the building in February. We were advised to present our case to this meeting.

If the \$150,050 is accessed, Mr. Demich will probably be forced to declare bankruptcy, and give the property back to the lender.

We still offer to pay the demolition invoice and ask that the civil fees be waived.