City of Las Vegas

SPECIAL CITY COUNCIL MEETING AGENDA

COUNCIL CHAMBERS
495 S. MAIN STREET, LAS VEGAS NEVADA 89101 - Phone 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov

July 25, 2012
1:00 PM

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

NOTE: Cellular phones are to be turned off during the Special City Council meeting.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THIS SPECIAL COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov . THE PROCEEDINGS WILL BE REBROADCAST FRIDAY AT 8:00 P.M., ON SATURDAY AT 3:00 P.M., SUNDAY AT 10:00 P.M., MONDAY AT 6:00 A.M., AND TUESDAY AT 8:00 A.M.

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. PLEDGE OF ALLEGIANCE

4. Public Hearing for possible action to receive testimony for and against the proposed Redevelopment Plan for Redevelopment Area 2 and to provide any direction deemed necessary or appropriate - Ward 1 (Tarkanian)

5. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND 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

6. ADJOURNMENT

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: JULY 25, 2012

SUBJECT:
CALL TO ORDER

BACKUP DOCUMENTATION:
Call for Special City Council Meeting

DATE: June 20, 2012

TO: CITY COUNCIL

FROM: BEVERLY K. BRIDGES, MMC
CITY CLERK

RE: SPECIAL MEETING OF THE CITY COUNCIL

A Special Meeting of the City Council is being called for the matter shown below. The meeting will be held in the City Council Chambers on July 25, 2012 at 1:00 p.m.

Public Hearing for possible action to receive testimony for and against the proposed Redevelopment Plan for Redevelopment Area 2 and to provide any direction deemed necessary or appropriate – Ward 1 (Tarkanian)

ACCEPTANCE OF NOTICE: The undersigned do hereby acknowledge service of notice for the Special Meeting called to be held as stated above.

MAYOR GOODMAN

COUNCILMEMBER ANTHONY

COUNCILMEMBER TARKANIAN

COUNCILMEMBER ROSS

COUNCILMEMBER BARLOW

COUNCILMEMBER COFFIN

COUNCILMEMBER BEERS

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: JULY 25, 2012

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: JULY 25, 2012

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: JULY 25, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to receive testimony for and against the proposed Redevelopment Plan for Redevelopment Area 2 and to provide any direction deemed necessary or appropriate - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the proposed Redevelopment Plan is to create a new redevelopment area within the City of Las Vegas. The proposed area is named Redevelopment Area 2 (RDA-2). Pursuant to all provisions of the Community Redevelopment Law (NRS 279.382 et seq.), City Council is to receive testimony for and against the proposed Redevelopment Plan for RDA-2.

RECOMMENDATION:
Receive testimony for or against the proposed Redevelopment Plan for Redevelopment Area 2 and provide any direction deemed necessary or appropriate.

BACKUP DOCUMENTATION:
1. City of Las Vegas Redevelopment Plan for Redevelopment Area 2
2. Rules Governing Participation By Property Owners
3. City of Las Vegas Redevelopment Agency Relocation Rules and Regulations
4. Redevelopment Agency Report to the Las Vegas City Council
5. Map of Proposed Area for New Redevelopment Area 2
6. Maps of Redevelopment Area 2

CITY OF LAS VEGAS REDEVELOPMENT PLAN

FOR REDEVELOPMENT AREA 2

Adopted

_____, 2012

REDEVELOPMENT PLAN
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INTRODUCTION

I. INTRODUCTION

This is the Redevelopment Plan (the "Amended Plan") for Redevelopment Area 2 (the "Redevelopment Area"), which is located in the territorial jurisdiction of the City of Las Vegas (the "City"), State of Nevada. This Plan consists of text, a Map of Redevelopment Area 2 (Exhibit "A"), and Legal Descriptions of Redevelopment Area 2 (Exhibit "B")

This Plan has been prepared pursuant to Nevada Revised Statutes (NRS) 279.382 through 279.685 which provide for the exercise of redevelopment authority by a redevelopment agency.

Implementation of this Plan by the City and the Redevelopment Agency of Las Vegas is governed by the provisions contained in this Plan as it may be amended from time to time. Hereinafter the term "Agency" refers to the Redevelopment Agency of the City of Las Vegas. The term "Legislative Body" refers to the City Council of the City of Las Vegas.

The definitions of general terms which are contained in Nevada Revised Statutes govern the construction of this Plan, unless more specific terms and definitions are otherwise provided in this Plan. All statutory references hereinafter shall be to the Nevada Revised Statutes.

Many of the requirements contained in this Plan are necessitated by and in accord with statutory provisions in effect at the time of adoption of this Plan. Such statutory provisions may be changed from time to time. In the event that any such changes affect this Plan's requirements, and would be applicable to the Agency, the Redevelopment Area 2, or this Plan, whether or not this Plan were formally amended to reflect such changes, then the requirements of this Plan that are so affected shall be superseded by such changes, to the extent necessary to be in conformity with such changes.

The Redevelopment Area 2 includes all properties within the boundary shown on the Redevelopment Area 2 Map and described in the Legal Description of the Redevelopment Area 2.

The proposed redevelopment of the Redevelopment Area 2 as described in this Plan conforms to the Master Plan for the City of Las Vegas as applicable and as applied in accord with local codes and ordinances.

This Redevelopment Plan is generally based upon the Preliminary Plan formulated and adopted by the Las Vegas Planning Commission (the "City Planning Commission") on March 13, 2012.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of Redevelopment Area 2. This Plan does not present a specific plan or establish priorities for specific projects for the redevelopment, rehabilitation, and revitalization of any particular area within Redevelopment Area 2. Instead, this Plan presents a series of ideas and recommendations for revitalization which are designed to reduce and eliminate decline and deterioration, stimulate new investment, stabilize the tax base and maintain the viability of existing businesses. This Plan will also provide a basic framework within which specific development plans will be presented, priorities for specific projects will be established, and tools to fashion, develop, and proceed with such specific plans, projects and solutions will be provided to the Agency.

In general, the goals and objectives of the redevelopment program in Redevelopment Area 2 are as follows:

1. To eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of Redevelopment Area 2 in accordance with the Master Plan, the Redevelopment Plan, local codes and ordinances.

2. To achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan.

3. To minimize unplanned growth by guiding revitalization activities and new development in such fashion as to meet the needs of Redevelopment Area 2, the City and its citizens.

4. To retain existing businesses by means of redevelopment and rehabilitation activities and by encouraging cooperation and participation of owners, businesses and public agencies in the revitalization of Redevelopment Area 2.

5. To encourage investment by the private sector in the development and redevelopment of Redevelopment Area 2 by eliminating impediments to such development and redevelopment.

6. To encourage maximum participation of residents, businesspersons, property owners, and community organizations in the redevelopment of Redevelopment Area 2.

7. To replan, redesign and develop areas which are stagnant or improperly used.

8. To insure adequate utility capacity to accommodate redevelopment and new development.

Redevelopment of Redevelopment Area 2 pursuant to this Redevelopment Plan and the above goals and objectives will attain the purposes of the Nevada Revised Statutes Chapter 279 by:

(1) elimination of areas suffering from economic dislocation, and disuse in affected areas;

(2) replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, in ways which could not be accomplished solely by private enterprise without public participation and assistance;

(3) protection and promotion of sound development and redevelopment of blighted areas and the general welfare of the citizens of the City by remedying such injurious conditions through the employment of appropriate means;

(4) installation of new, or replacement of existing public improvements, facilities and utilities in areas which are currently inadequately served with regard to such improvement, facilities and utilities; and

(5) other means as determined appropriate.

GENERAL DEFINITIONS & REDEVELOPMENT AREA 2

BOUNDARY AND LEGAL DESCRIPTION

II. GENERAL DEFINITIONS AND REDEVELOPMENT AREA 2 BOUNDARY AND LEGAL DESCRIPTION

A. General Definitions

The following definitions are used in this Plan unless otherwise indicated by the text:

1. "Agency" means the Redevelopment Agency of the City of Las Vegas, Nevada.

2. "City" means the City of Las Vegas, Nevada.

3. "City Council" means the City Council of the City of Las Vegas.

4. "Community Redevelopment Law" means the Community Redevelopment Law of the State of Nevada (Nevada Revised Statutes 279.382 to 279.685).

5. "Redevelopment Area 2" means the area, as established by this Plan and as depicted and described in the Exhibits attached hereto.

6. "Legislative Body" means the City Council of the City of Las Vegas.

7. NRS" means the Nevada Revised Statutes for the State of Nevada.

8. "State" means the State of Nevada.

9. "County" means Clark County, Nevada.

10. "Plan" means this Redevelopment Plan for the Las Vegas Redevelopment Area 2.

B. Redevelopment Area Boundary And Legal Description

The boundaries of Redevelopment Area 2 are shown on the Redevelopment Area 2 Map attached as Exhibit "A" and are described in the Redevelopment Area 2 Legal Description attached as Exhibit "B". This Plan establishes Redevelopment Area 2.

PROPOSED

REDEVELOPMENT ACTIVITIES

III. PROPOSED REDEVELOPMENT ACTIVITIES

A. General

The Agency proposes to eliminate and prevent the spread of blight and blighting influences, and strengthen the economic base of Redevelopment Area 2 and the City, by some or all of the following:

1. Permitting participation in the redevelopment process by owners and occupants of properties located in the Redevelopment Area, consistent with this Plan and rules adopted by the Agency;

2. Acquisition of real property;

3. Management of property under the ownership and control of the Agency;

4. Relocation assistance to displaced occupants of property acquired by the Agency in Redevelopment Area 2;

5. Demolition of property for uses in accordance with this Plan;

6. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan;

7. Rehabilitation of structures and improvements by present owners, their successors, and the Agency;

8. Provision of utilities, roads, streets, landscaping, parking facilities and other public improvements;

9. Consideration of the implementation of land use controls or regulations.

In the accomplishment of these activities, and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers to the extent now or hereafter permitted by law, which powers are not expressly limited by this Plan.

B. Owner Participation and Business Reentry Preferences

1. Owner Participation

Owners of real property within Redevelopment Area 2 shall be extended reasonable opportunities to participate in the redevelopment of property in Redevelopment Area 2 if such

owners agree to participate in the redevelopment in conformity with this Redevelopment Plan and the owner participation implementation rules adopted by the Agency. These owner participation opportunities are explained in more detail in the Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences for Property Owners, in the City of Las Vegas Redevelopment Area 2.

In appropriate circumstances where such action would foster the goals and objectives contemplated by the Redevelopment Plan, an owner may participate in substantially the same location either by retaining all or portions of his property; retaining all or portions of his property and purchasing adjacent property if needed and available for development; rehabilitating or demolishing all or part of his existing buildings; initiating new development; or selling property to the Agency.

Participation opportunities shall necessarily by subject to and limited by factors including but not limited to the following:

(1) the elimination and/or modification, if any, of existing land uses;

(2) the construction, vacation, realignment and/or alteration, if any, of existing streets;

(3) the ability of participants to finance and complete proposed developments and rehabilitations;

(4) the capability and/or experience of the owner participant, as determined by the Agency, to implement the proposed development;

(5) the proposed land uses for redevelopment of Redevelopment Area 2;

(6) intensification of certain land uses; and

(7) the construction or expansion of public facilities.

2. Participation by Tenants

Non-property owners who are tenants engaged in business or residing in Redevelopment Area 2 shall be extended

reasonable preferences if they wish to purchase property at their present location for the purpose of rehabilitating and/or expanding existing improvements or to build new improvements in conformance with the designated land uses and other requirements of this Plan. However, the preference provided to such business or residential tenants will be subordinate to, or follow, the preference provided to the existing property owners.

Businesses and residential tenants may also submit proposals for rehabilitation and/or new development at locations other than their existing location, as long as said property conforms to the Plan. However, no preference shall be provided to business and/or tenants for this type of proposal.

3. Participation Agreements

The Agency may require that, as a condition of participating in redevelopment, each participant shall enter into a binding written participation agreement with the Agency by which the participant agrees to rehabilitate, develop or use the property in conformance with this Plan and to be subject to the provisions hereof and such other provisions and conditions to which the parties may agree. In such agreements, participants who retain real property may be required to make the provisions of this Plan and such participation agreement applicable to their properties.

If an owner fails to participate in the redevelopment under a participation agreement, the Agency shall have the right to acquire the subject property for redevelopment by any legal means permitted under the law and the provisions of this Plan. If so provided in the participation agreement, the price of such acquisition will be the property's fair market value at the time of execution of the participation agreement. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in Redevelopment Area 2.

4. Implementing Rules

The Owner Participation provisions shall be implemented according to the rules adopted by the Agency simultaneous with the adoption of this Plan, and as the same may be from

time to time amended by the Agency. Where there is a conflict between the participation provisions in this Plan and such rules adopted by the Agency, the Plan shall prevail.

C. PROPERTY ACQUISITION

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, any real property located in Redevelopment Area 2 by purchase, lease, option, gift, grant, bequest, devise, or eminent domain as authorized by law.

The Agency may exercise the power of eminent domain to acquire property for a redevelopment project if: (a) The property sought to be acquired is necessary to carry out this Plan; (b) The Agency has made every reasonable effort to negotiate the purchase of the property. The method the Agency would use to acquire property through eminent domain is further explained within its Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences To Property Owners, in the City of Las Vegas Redevelopment Area 2.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

Without the consent of the owner, the Agency shall not acquire property retained by an owner participant pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not, without the consent of an owner, acquire real property on which an existing building is to be continued on its present site and in its present form and use unless such building requires structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions, and controls of this Plan and the owner fails or refuses to participate in the Plan by execution or fulfilling the obligations of a participation agreement.

2. Acquisition of Personal Property

Generally, personal property may not be acquired by the Agency. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in Redevelopment Area 2 by any lawful means. The Agency may also acquire by gift, purchase, lease or eminent domain any personal property in connection with real property acquired by the Agency.

D. Property Management

The Agency is authorized to manage and control all real property owned, acquired or leased by it. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

E. Relocation of Persons (Including Individuals and Families), Business Concerns and Others Displaced by the Project

1. Assistance in Finding Other Locations

The Agency shall assist all persons, business concerns, and others displaced by Agency action in Redevelopment Area 2 in finding other locations and facilities. In order to carry out the Redevelopment Plan with a minimum of hardship to persons, business concerns, and others, if any, displaced from their respective places of residence or businesses, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs.

2. Relocation Payments

The Agency shall make relocation payments for moving expenses and direct losses of personal property to persons, business concerns, and others displaced by Agency action in Redevelopment Area 2 and shall make additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to Chapter 342 of Nevada Revised Statutes and the Rules and Regulations for Implementation of the Uniform Relocation & Real Property Acquisition Policies Act of 1970, as Amended, and

Nevada Revised Statutes Chapter 342 regulations previously adopted by the Agency and the City of Las Vegas. The Agency, at its option, may make such other payments as may be appropriate and for which funds are available.

F. Demolition, Clearance, Public Improvements, Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property acquired in Redevelopment Area 2 as necessary to carry out the purpose of this Plan.

2. Public Improvements

The Agency is authorized to install and construct, or to cause to be installed and constructed, the public improvements, facilities and utilities necessary to carry out this Plan. Such public improvements, facilities and utilities include, but are not limited to the following:

(1) sewers;

(2) storm drains;

(3) electrical, natural gas, telephone and water distribution systems;

(4) parks and plazas;

(5) playgrounds;

(6) parking and transportation facilities;

(7) landscaped areas;

(8) street and circulation improvements;

(9) flood control improvements and facilities;

(10) entryway features;

(11) recreational improvements; and

(12) other public facilities serving the needs of Redevelopment Area 2 occupants.

3. Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites, any real property in Redevelopment Area 2 owned or acquired by the Agency.

G. Property Disposition and Development

1. Real Property Disposition and Development

a. General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding but only after a public hearing, notice of which shall be given by publication for not less than once a week for two weeks in a newspaper of general circulation published in Clark County.

A lease or sale by the Agency of real property acquired by it in Redevelopment Area 2 shall be conditioned on the redevelopment and use of the property in conformity with this Plan.

All real property acquired by the Agency in Redevelopment Area 2 shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan, and any such sale or lease may be for an amount at less than fair market value if necessary to effectuate the purposes of this Plan. Real property may also be conveyed by the Agency to the City, and, where beneficial to the Redevelopment Area 2, to any other public body without charge or for an amount at less than fair market value.

All purchasers or lessees of property from the Agency shall be made obligated to use the property for the

purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan, including the provisions of the Agency's existing Employment Plan.

b. Employment Plan

The Agency shall require that a proposal for a redevelopment project include an employment plan in accordance with the Agency's Employment Plan Policy initially adopted on April 6, 2011 which includes:

(a) A description of the existing opportunities for employment within Redevelopment Area 2;

(b) A projection of the effect that the redevelopment project will have on opportunities for employment within Redevelopment Area 2; and

(c) A description of the manner in which an employer relocating his business into the Redevelopment Area 2 plans to employ persons living within the area of operation who are:

(1) Economically disadvantaged;

(2) Physically disabled;

(3) Members of racial minorities;

(4) Veterans; or

(5) Women.

During the period of development in Redevelopment Area 2, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in Redevelopment Area 2 is proceeding in

accordance with development documents and time schedules.

c. Disposition and Development Documents

The Agency shall reserve powers and controls in disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is expeditiously carried out pursuant to this Plan.

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan and any adopted Design Guidelines and other conditions imposed by the Agency by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of Clark County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, or any other provision necessary to carry out this Plan.

d. Development Financing by the Agency or Other Public Bodies or Entities

The Agency may, with the consent of the Legislative Body, pay all or part of the value of the land for, and the cost of the construction of, any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned and located within or without the redevelopment area. Before the Legislative Body may give its consent, it shall determine that:

(1) The buildings, facilities, structures or other improvements are of benefit to Redevelopment Area 2 or the immediate neighborhood in which Redevelopment Area 2 is located; and

(2) No other reasonable means of financing those buildings, facilities, structures or other improvements are available.

Those determinations by the Agency and the Legislative Body are final and conclusive.

In reaching its determination that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located, the legislative body shall consider:

(a) Whether the buildings, facilities, structures or other improvements are likely to:
(1) Encourage the creation of new business or other appropriate development;
(2) Create jobs or other business opportunities for nearby residents;
(3) Increase local revenues from desirable sources;
(4) Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
(5) Possess attributes that are unique, either as to type of use or level of quality and design;
(6) Require for their construction, installation or operation the use of qualified and trained labor; and
(7) Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency.

(b) The opinions of persons who reside in the redevelopment area or the immediate neighborhood in which the redevelopment area is located.

(c) Comparisons between the level of spending proposed by the agency and projections, made on a pro forma basis by the agency, of future revenues

attributable to the buildings, facilities, structures or other improvements.

If the value of the land or the cost of the construction of that building, facility, structure or other improvement, or the installation of any improvement has been, or will be, paid or provided for initially by the community or other governmental entity, the Agency may enter into a contract with that community or governmental entity under which it agrees to reimburse the community or governmental entity for all or part of the value of that land or the cost of the building, facility, structure or other improvement, or both, by periodic payments over a period of years. The obligation of the Agency under that contract constitutes an indebtedness of the Agency which may be payable out of taxes levied and allocated to the Agency under paragraph (b) of subsection 1 of Nevada Revised Statutes 279.676, or out of any other available money.

e. Development Plans

All development plans (whether public or private) shall be processed in the manner provided by applicable City codes, as they are, or as they may be, amended from time to time. All development in Redevelopment Area 2 must conform to City (as appropriate) and Agency design review procedures, including any Design Guidelines adopted by the Agency or the City.

2. Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

H. Cooperation with Public Bodies

For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects located within the area in which it is authorized to act, any public body, upon the terms and with or without consideration as it determines, may:

1. Dedicate, sell, convey or lease any of its property to the Agency.

2. Cause parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with a redevelopment plan.

3. Furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake.

4. Plan or replan, zone or rezone any part of such area and make any legal exceptions from building regulations and ordinance.

5. Enter into agreements with the federal government respecting action to be taken by such public body pursuant to any of the powers granted by Nevada Revised Statutes 279.382 to 279.685, inclusive. Such agreements may extend over any period, notwithstanding any law to the contrary.

6. Purchase or legally invest in any of the bonds of the Agency and exercise all of the rights of any handler of such bonds.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in Redevelopment Area 2. Any public body which owns or leases property in Redevelopment Area 2 will be afforded all the privileges of owner participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in Redevelopment Area 2 by a public body shall be subject to Agency approval.

LAND USES AND DEVELOPMENT REQUIREMENTS

IV. LAND USES AND DEVELOPMENT REQUIREMENTS

A. Redevelopment Area 2 Map and Major Redevelopment Area 2 Land Uses

The Redevelopment Area 2 Map attached hereto as Exhibit “A” illustrates the location of Redevelopment Area 2 boundaries, identifies the major streets within Redevelopment Area 2, and designates the major land uses authorized within Redevelopment Area 2 by the City’s current Master Plan. The City will from time to time update and revise its Master Plan. It is the intention of this Redevelopment Plan that the City’s Master Plan, as it currently exists, or as it may from time to time be amended, and as implemented and applied by City ordinances, resolutions and other laws be used as a guide to long range planning. The major land uses authorized within Redevelopment Area 2 by the Master Plan are described below:

B. Major Land Uses

Major land uses permitted within Redevelopment Area 2 include:

Residential
Industrial
Commercial
Public/Semipublic
Park/Open Space

The preceding uses may be used for any of the various kinds of uses specified for or permitted within such areas by the Master Plan, as it currently exists or as it may be amended from time to time.

C. Other Land Uses

1. Public Rights-of-Way

Major public streets within Redevelopment Area 2 are detailed on the Redevelopment Area 2 Map as Exhibit "A" and are listed as follows:

(1) West Sahara Avenue

(2) West Charleston Boulevard

(3) South Decatur Boulevard

Additional public streets, alleys and easements may be created in Redevelopment Area 2 as needed for proper use and/or development. Existing streets and alleys may be abandoned, closed or modified as necessary for proper use and/or development.

Any changes in the existing street layout shall be in accord with the City's Master Plan.

2. Conforming Properties

Without the consent of the owner, the Agency shall not acquire any real property on which an existing building is to be continued on its present site and in its present form and use unless an existing building requires structural alteration, improvement, modernization or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions and controls of this Plan. The Agency may acquire such property if the owner refuses to enter into a participation agreement or Disposition and Development Agreement or fails to redevelop the property or otherwise carry out the provisions of such agreement.

D. Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in Redevelopment Area 2 for interim uses not in conformity with the uses permitted in this Plan. Such interim use shall conform to all applicable City codes.

E. Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in Redevelopment Area 2, and abatement of such uses is not required by applicable City codes.

The Agency may authorize additions, alterations, repairs or other improvements in Redevelopment Area 2 for uses which do not conform to the provisions of this Plan where such improvements are within a portion of Redevelopment Area 2 where, in the determination of the Agency, such improvements would be compatible with surrounding Redevelopment Area 2 uses and development and are permitted under applicable City codes.

F. General Controls and Limitation

All real property in Redevelopment Area 2 is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the latest effective date of the ordinances adopting this Plan, except in conformance with the provisions of this Plan.

1. Construction

All construction within Redevelopment Area 2 shall be reviewed by the Redevelopment Agency and shall comply with all applicable State and local laws in effect at the time.

2. Limitation on the Number of Buildings

The number of buildings in Redevelopment Area 2 shall not exceed the number of buildings permitted under the Master Pan.

3. Number of Dwelling Units

The number of dwelling units in Redevelopment Area 2 shall not exceed the maximum number allowed under the densities permitted under the City's Master Plan, as implemented and applied by local codes and ordinances.

4. Limitations on Type, Size and Height of Buildings

The type, size, and height of buildings shall be as limited by the City's Master Plan and applicable federal, state and local statutes and ordinances.

5. Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in Redevelopment Area 2 is the total of all area which will be in the public rights-of-way, the public grounds, spaces around

buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in Redevelopment Area 2 to ensure optimum use of living plant material.

In all areas, sufficient space shall be maintained between buildings to provide adequate light, air and privacy.

6. Signs

All signs shall conform to City requirements as appropriate. Design of all new signs shall be submitted to the City for review and approval prior to installation.

7. Utilities

The Agency shall require that all utility placement be governed according to the prevailing Las Vegas Municipal Code.

8. Incompatible Uses

No use or structure which, in the Agency's opinion would, by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, be incompatible with the surrounding areas or structures shall be permitted in any part of Redevelopment Area 2.

9. Public Uses

The intent of this Redevelopment Plan is to maintain the amount of property currently being used for public purposes. However, in any area the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved and is permitted under the Master Pan. The Agency may impose such other reasonable restrictions as are necessary to protect the development and uses in Redevelopment Area 2.

10. Other Covenants, Conditions and Restrictions

The Agency is authorized to permit minor variations from the limits, restrictions and controls established by this Plan. In order to permit any such variation, the Agency must determine that:

a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan;

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and control;

c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area;

d. Permitting a variation will not be contrary to the objectives of the Plan; and

e. The Agency will ensure that any deviation will not impair the purpose of this Plan, the Zoning district or any applicable zoning regulations.

G. Design Guidelines

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, set back requirements, design and sign criteria, traffic circulation, traffic access, parking, and other development and design controls necessary for proper development and use of both private and public areas within Redevelopment Area 2. These may be established by the approval of specific developments, by the adoption of general restrictions and controls, by resolution of the Agency, or by the adoption of one or more Design Guidelines pursuant to this Section.

H. Building Permits

No permit shall be issued for the construction of any new building or any addition, construction, moving, conversion or alteration to an

existing building in Redevelopment Area 2 from the date of effectiveness of the ordinance approving this Plan until the application for such permit has been reviewed by the Agency. Any permit that is issued hereunder must be in conformance with the provisions of this Plan, any Design Guidelines adopted by the Agency, any restrictions for controls established by resolution of the Agency, and any applicable participation or other agreement.

The City may request that the Agency comment on an application for a building permit in order to determine whether the application conforms to the requirements of this Plan. Agency review will be advisory only and will not control the City's approval or disapproval of an applicant.

I. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, color, sex, age, creed, religion, national origin or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Redevelopment Area.

METHOD OF

FINANCING THE AREA

V. METHOD OF FINANCING THE AREA

A. General Description of the Proposed Financing Method

The Agency is authorized to finance activities in Redevelopment Area 2 with tax increment funds; interest income; Agency bonds, donations; loans from private financial institutions; the lease or sale of Agency owned property; owner participant or developer loans; participation in development; or with financial assistance from Clark County, the City, State of Nevada, the federal government, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out this Plan. The principal and interest on such indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for surveys and planning, and for the operating capital for administration of Redevelopment Area 2, may be provided by the City or any other available source, public or private, until adequate tax increment or other funds are available or sufficiently assured to repay the advances and loans and to permit borrowing adequate working capital from other sources. The City, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance.

Tax increment financing, as authorized by this Plan, is intended as the primary source of financing (in combination with other sources of financing that may be available) for specific activities in Redevelopment Area 2.

The Agency is authorized to finance this Plan by all means permitted by law. The analysis and description of the proposed method of financing the Redevelopment Plan is contained in the Agency's Report to the City Council. The analysis provides sufficient detail to determine the economic feasibility of this Plan.

B. Tax Increment Funds

All taxes levied upon taxable property within Redevelopment Area 2 each year, by or for the benefit of the State of Nevada, Clark County, the City of Las Vegas, any district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in Redevelopment Area 2 as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized before the effective date of the ordinance, must be allocated to and when collected must be paid into the funds of the respective taxing agencies as taxes by or for such taxing agencies on all other property are paid. To allocate taxes levied by or for any taxing agency or agencies which did not include the territory in Redevelopment Area 2 on the effective date of the ordinance but to which the territory has been annexed or otherwise included after the effective date, the assessment roll of the County last equalized on the effective date of the ordinance must be used in determining the assessed valuation of the taxable property in Redevelopment Area 2 on the effective date. If property which was shown on the assessment roll used to determine the amount of taxes allocated to the taxing agencies is transferred to the state and becomes exempt from taxation, the assessed valuation of the exempt property as shown on that assessment roll must be subtracted from the assessed valuation used to determine the amount of revenue allocated to the taxing agencies.

2. Except as otherwise provided in paragraphs 3 and 4, that portion of the levied taxes each year in excess of the amount set forth in paragraph 2 must be allocated to and when collected must be paid into a special fund of the Redevelopment Agency to pay the costs of redevelopment and to pay the principal of and interest on loans, money advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, incurred by the Redevelopment Agency to finance or refinance, in whole or in part, redevelopment. Unless the total assessed valuation of the taxable property in Redevelopment Area 2 exceeds the total assessed valuation of the taxable property in Redevelopment Area 2 shown on the last equalized assessment roll referred to in paragraph 1, all of the taxes levied and collected upon the taxable property in Redevelopment Area 2 must be paid into the funds of the respective taxing agencies. When the Redevelopment Plan is terminated and all loans, advances and indebtedness, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in Redevelopment Area 2 must be paid into

the funds of the respective taxing agencies as taxes on all other property are paid.

3. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.

4. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996 must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.

Except as otherwise provided, in any fiscal year, the total revenue paid to the Redevelopment Agency must not exceed an amount equal to the combined tax rates of the taxing agencies for that fiscal year multiplied by 10 percent (10%) of the total assessed valuation of the City.

For the purposes of this section, the assessment roll last equalized before the effective date of the ordinance approving the Redevelopment Plan is the assessment roll in existence on March 15th immediately preceding the effective date of the ordinance.

This section shall be construed to fully implement the provisions of the Community Redevelopment Law Section 279.676.

C. Agency Bonds

The Agency is authorized to issue bonds from time to time, if it deems it appropriate to do so, in order to finance all or any part of activities in Redevelopment Area 2.

Neither the members of the Agency, Agency staff, nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City, the state or any of its political subdivisions and neither the City, the state nor any of its political subdivisions is liable on them,

nor in any event shall the bonds or obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

D. Time Limit on Issuing Securities or Establishment of Indebtedness

Securities must not be issued and no indebtedness may be incurred in any other manner, by or on behalf of the Agency to finance, in whole or in part, the Redevelopment Plan beyond 30 years after the date on which the Redevelopment Plan is adopted, except that the Agency may incur enter into leases or indebtedness at any time before the termination of the Redevelopment Plan if the leases are terminated or if the indebtedness is fully repaid no later than the termination of the Redevelopment Plan. The maturity date of any securities which are refunded must not extend beyond the date of termination of the Redevelopment Plan.

Any securities issued by or on behalf of the Agency to finance, in whole or in part, redevelopment pursuant to NRS 279.620 to 279.626, inclusive, and 279.634 to 279.672, inclusive, must mature and be fully paid, including any interest thereon, before the termination of the Redevelopment Plan.

E. Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of Nevada, or any other public or private source will be utilized if available as appropriate in carrying out activities in Redevelopment Area 2.

VI. ACTIONS BY THE CITY

The City may aid and cooperate with the Agency in carrying out this Plan and may take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City may include, but are not limited to, the following:

1. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, in Redevelopment Area 2. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan, provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation be borne by others than those legally required to bear such costs;

2. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned utilities within or affecting Redevelopment Area 2;

3. Revision or adoption of the City zoning ordinance(s), specific plan(s), or the Master Plan as appropriate within Redevelopment Area 2 to permit the land uses and development authorized by or necessary or desired to carry out this Plan;

4. Imposition wherever necessary (by covenants or restrictions, conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in Redevelopment Area 2 to ensure their proper development and use;

5. Execution of statutory development agreements where necessary and appropriate to facilitate developments approved by the Agency;

6. Provisions for administrative enforcement of this Plan by the City, as appropriate, after development;

7. Performance of the above actions, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of Redevelopment Area 2 to be commenced and carried to completion without unnecessary delays;

8. Provisions of services and facilities by the various officials, offices and departments of the City for the Agency's purposes under this Plan;

9. Provision of financial assistance in accordance with this Plan or as authorized by law; and/or

10. The undertaking and completing of any other proceedings necessary to carry out activities in Redevelopment Area 2.

The foregoing actions to be taken by the City may involve financial outlays by the City, but do not constitute a commitment to make such outlays.

VII. ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

Without limitation on the powers conferred on the City or Agency by statute or law, the provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in Redevelopment Area 2 may be enforced by such owners.

VIII. DURATION OF THIS REDEVELOPMENT PLAN

The provision of this Plan and any amendments hereto shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for thirty (30) years after the date on which the original Plan was initially adopted, or date to be inserted in the Final Plan. This Plan and any amendments hereto will terminate thirty (30) years after the date on which this Plan is adopted.

IX. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Community Redevelopment Law, or by any other procedure established by law.

X. IMPLEMENTATION AGREEMENTS

The Agency and City may enter into any agreement(s) between them which they deem necessary to implement the provisions of this Plan. Such agreements shall relate only to the implementation of this Plan and shall not revise, change or modify any of the provisions, requirements or limitations of this Plan.

XI. SEVERABILITY

If any provision, section, subsection, subdivision, sentence, clause or phrase of this Plan is for any reason held to be invalid, unenforceable, or unconstitutional, such decision shall not affect the validity and effectiveness of the remaining portion or portions of the Plan. In the event that any portion of Redevelopment Area 2 shall be determined to have been invalidly or incorrectly included in Redevelopment Area 2 that is the subject of this Plan, such portion of Redevelopment Area 2 shall be deemed severable from the remainder of Redevelopment Area 2 and the remainder of Redevelopment Area 2 shall remain fully subject to the provisions of this Plan.

EXHIBIT A

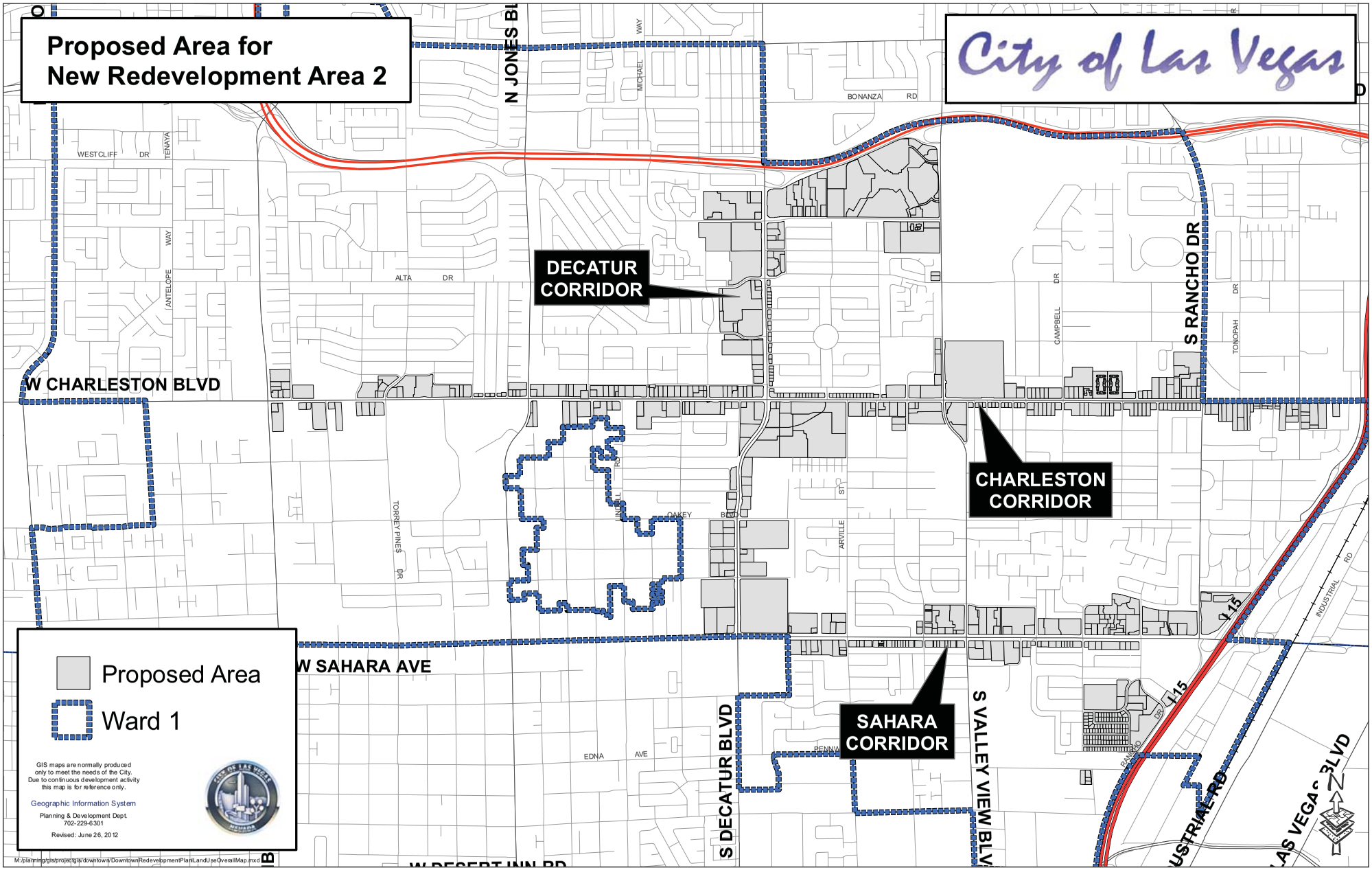
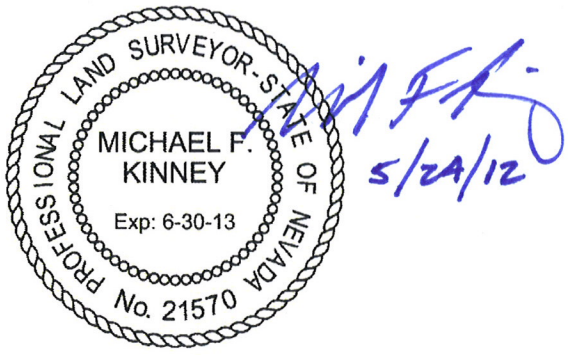

Proposed Area for
New Redevelopment Area 2
City of Las Vegas
DECATUR CORRIDOR
CHARLESTON CORRIDOR
SAHARA CORRIDOR
W CHARLESTON BLVD
W SAHARA AVE
S DECATUR BLVD
S VALLEY VIEW BLVD
S RANCHO DR
N JONES BL
BONANZA RD
INDUSTRIAL RD
Proposed Area
Ward 1
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301
Revised: June 26, 2012
M:/planning/gis/projects/downtown/DowntownRedevelopmentPlan/LandUseOverallMap.mxd

EXHIBIT B



WQ8345
DECEMBER 19, 2011
REVISED: MAY 22, 2012
BY: MFK
P.R. BY: HJB

EXPLANATION:
THIS DESCRIPTION DESCRIBES PARCELS ALONG THE CHARLESTON BOULEVARD ALIGNMENT BETWEEN RAINBOW BOULEVARD AND DECATUR BOULEVARD FOR THE PURPOSE OF DEFINING A NEW REDEVELOPMENT AREA.

RDA – CHARLESTON A

BEING THOSE PARCELS OF LAND LYING NORTH AND SOUTH OF CHARLESTON BOULEVARD BOUNDED BY RAINBOW BOULEVARD ON THE WEST AND BOUNDED BY DECATUR BOULEVARD ON THE EAST; FURTHER DESCRIBED AS THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 7, 2012:

138-34-819-014, 138-34-820-001, 138-34-820-006, 138-34-820-008, 138-34-820-009, 138-34-820-013, 138-34-820-014, 138-35-401-003, 138-35-402-002, 138-35-402-006, 138-35-402-007, 138-35-402-008, 138-35-402-011, 138-35-402-012, 138-35-403-001, 138-35-403-004, 138-35-803-002, 138-35-803-003, 138-35-803-004, 138-35-803-005, 138-35-804-001, 138-35-805-001, 138-35-806-001, 138-35-806-002, 138-35-806-003, 138-35-806-004, 138-35-806-005, 138-35-811-020, 138-35-811-021, 138-35-811-060, 138-35-811-061, 138-35-816-001, 138-35-816-002, 138-35-816-003, 138-36-406-004, 138-36-406-005, 138-36-406-006, 138-36-406-007, 138-36-406-008, 138-36-406-009, 138-36-406-010, 138-36-406-011, 138-36-408-001, 138-36-408-002, 138-36-408-003, 138-36-408-004, 138-36-408-005, 138-36-408-006, 138-36-408-008, 138-36-408-009, 138-36-408-010, 138-36-803-001, 138-36-803-002, 138-36-803-004, 138-36-803-005, 138-36-803-007, 138-36-803-008, 138-36-803-009, 138-36-803-010, 138-36-803-011, 138-36-803-012, 138-36-803-013, 138-36-803-014, 138-36-803-015, 138-36-803-016, 138-36-804-001, 138-36-804-002, 138-36-804-003, 138-36-804-004, 138-36-804-005, 138-36-804-006, 138-36-804-007, 138-36-804-008, 138-36-804-009, 162-06-101-001, 162-06-111-002, 163-01-102-001, 163-01-102-002, 163-01-102-005, 163-01-102-006, 163-01-102-007, 163-01-102-033, 163-01-103-001, 163-01-103-004, 163-01-103-024, 163-01-103-025, 163-01-501-007, 163-01-501-010, 163-01-501-011, 163-01-501-012, 163-01-502-001, 163-01-502-004, 163-01-502-009, 163-01-502-010, 163-01-502-011, 163-01-502-014, 163-01-502-017, 163-01-515-001, 163-02-101-001, 163-02-101-002,

163-02-102-001, 163-02-102-002, 163-02-103-001, 163-02-104-001, 163-02-104-003, 163-02-114-002, 163-02-114-003, 163-02-114-010, 163-02-114-012.

ALL LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF SECTION 35 AND THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF SECTION 36 OF TOWNSHIP 20 SOUTH, RANGE 60 EAST, THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF SECTION 1, THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2 OF TOWNSHIP 21 SOUTH, RANGE 60 EAST, AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6 OF TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

A MAP TITLED "**RDA - CHARLESTON A**", DATED MAY 7, 2012, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

END OF DESCRIPTION.

6/26/12

WQ8345
DECEMBER 19, 2011
REVISION 1: MAY 22, 2012
REVISION 2: JUNE 26, 2012
BY: MFK
P.R. BY: HJB

EXPLANATION:
THIS DESCRIPTION DESCRIBES PARCELS ALONG THE CHARLESTON BOULEVARD ALIGNMENT BETWEEN DECATUR BOULEVARD AND MARTIN L KING BOULEVARD FOR THE PURPOSE OF DEFINING A NEW REDEVELOPMENT AREA.

RDA – CHARLESTON B

BEING THOSE PARCELS OF LAND LYING NORTH AND SOUTH OF CHARLESTON BOULEVARD BOUNDED BY DECATUR BOULEVARD ON THE WEST AND BOUNDED BY MARTIN L KING BOULEVARD ON THE EAST; FURTHER DESCRIBED AS THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 7, 2012:

139-31-410-126, 139-31-410-127, 139-31-410-128, 139-31-410-129, 139-31-410-130,
139-31-410-131, 139-31-410-132, 139-31-410-133, 139-31-410-134, 139-31-410-135,
139-31-410-136, 139-31-410-137, 139-31-410-138, 139-31-411-012, 139-31-411-013,
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139-31-411-024, 139-31-411-025, 139-31-411-162, 139-31-801-001, 139-31-801-002,
139-31-801-005, 139-31-801-006, 139-31-801-008, 139-31-801-009, 139-31-801-010,
139-31-801-018, 139-32-402-006, 139-32-402-007, 139-32-403-009, 139-32-403-010,
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139-32-405-016, 139-32-405-017, 139-32-405-018, 139-32-405-019, 139-32-405-020,
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139-32-411-027, 139-32-411-028, 139-32-411-029, 139-32-411-030, 139-32-411-031,
139-32-411-032, 139-32-411-033, 139-32-411-034, 139-32-411-035, 139-32-411-036,

139-32-411-037, 139-32-411-038, 139-32-411-039, 139-32-411-040, 139-32-411-041, 139-32-411-042, 139-32-412-001, 139-32-412-002, 139-32-412-003, 139-32-412-004, 139-32-412-005, 139-32-412-006, 139-32-412-007, 139-32-412-008, 139-32-412-009, 139-32-412-010, 139-32-412-011, 139-32-412-012, 139-32-412-013, 139-32-412-014, 139-32-412-015, 139-32-412-016, 139-32-412-017, 139-32-412-018, 139-32-412-019, 139-32-412-020, 139-32-412-021, 139-32-412-022, 139-32-412-023, 139-32-412-024, 139-32-412-025, 139-32-412-026, 139-32-412-027, 139-32-412-028, 139-32-412-029, 139-32-412-030, 139-32-412-031, 139-32-412-032, 139-32-412-033, 139-32-412-034, 139-32-412-035, 139-32-412-036, 139-32-412-037, 139-32-412-038, 139-32-412-039, 139-32-412-040, 139-32-412-041, 139-32-412-042, 139-32-497-001, 139-32-497-002, 139-32-801-010, 139-32-802-012, 139-32-802-015, 139-32-802-018, 139-32-802-019, 139-32-802-020, 139-32-802-023, 139-32-802-024, 139-32-802-026, 139-32-802-027, 139-32-802-028, 139-32-802-029, 139-32-802-031, 139-32-802-032, 139-32-802-033, 139-32-802-034, 139-32-802-035, 139-32-802-036, 162-04-101-001, 162-04-101-002, 162-04-101-003, 162-04-101-004, 162-04-101-005, 162-04-101-006, 162-04-101-008, 162-04-101-009, 162-04-101-010, 162-04-110-001, 162-04-110-002, 162-04-110-016, 162-04-110-017, 162-04-111-001, 162-04-111-016, 162-04-111-017, 162-04-111-018, 162-04-112-004, 162-04-112-006, 162-04-112-007, 162-04-112-008, 162-04-112-009, 162-04-112-010, 162-04-112-011, 162-04-112-019, 162-04-112-020, 162-04-112-021, 162-04-116-001, 162-04-116-002, 162-04-510-001, 162-04-510-003, 162-05-101-005, 162-05-110-001, 162-05-110-016, 162-05-110-029, 162-05-110-030, 162-05-110-031, 162-05-110-044, 162-05-110-045, 162-05-110-046, 162-05-110-059, 162-05-110-060, 162-05-111-001, 162-05-112-001, 162-05-112-002, 162-05-112-003, 162-05-112-004, 162-05-112-005, 162-05-112-006, 162-05-112-007, 162-05-112-008, 162-05-115-001, 162-05-115-003, 162-05-501-001, 162-05-510-001, 162-05-510-002, 162-05-510-003, 162-05-510-004, 162-05-510-005, 162-05-510-006, 162-05-511-007, 162-05-511-008, 162-05-511-009, 162-05-511-010, 162-05-511-011, 162-05-511-012, 162-05-511-013, 162-05-511-014, 162-05-511-015, 162-05-511-016, 162-05-512-004, 162-05-512-005, 162-05-512-006, 162-05-512-007, 162-05-512-008, 162-06-501-001, 162-06-501-002, 162-06-501-003, 162-06-501-005, 162-06-502-001, 162-06-502-002, 162-06-502-003, 162-06-502-004, 162-06-510-001, 162-06-510-002, 162-06-510-003, 162-06-510-004, 162-06-510-005, 162-06-510-019, 162-06-510-025, 162-06-510-028, 162-06-510-029, 162-06-510-040.

ALL LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF SECTIONS 31 AND 32 OF TOWNSHIP 20 SOUTH, RANGE 61 EAST, THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF SECTIONS 4 AND 5, AND THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6 OF TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

A MAP TITLED "**RDA - CHARLESTON B**", DATED JUNE 26, 2012, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

END OF DESCRIPTION.

5/24/12

WQ8345
DECEMBER 19, 2011
REVISED: MAY 22, 2012
BY: MFK
P.R. BY: HJB

EXPLANATION:
THIS DESCRIPTION DESCRIBES PARCELS ALONG THE DECATUR BOULEVARD ALIGNMENT BETWEEN CHARLESTON BOULEVARD AND THE ORAN K. GRAGSON HIGHWAY (US-95) FOR THE PURPOSE OF DEFINING A NEW REDEVELOPMENT AREA.

RDA – DECATUR A

BEING THOSE PARCELS OF LAND LYING EAST AND WEST OF DECATUR BOULEVARD BOUNDED BY CHARLESTON BOULEVARD ON THE SOUTH AND BOUNDED BY THE ORAN K. GRAGSON HIGHWAY (US-95) ON THE NORTH; FURTHER DESCRIBED AS THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 7, 2012:

138-36-502-001, 138-36-516-001, 138-36-516-002, 138-36-516-003, 138-36-516-004, 138-36-516-005, 138-36-601-003, 138-36-601-004, 138-36-601-009, 138-36-701-003, 138-36-701-004, 138-36-701-005, 138-36-701-011, 138-36-701-015, 138-36-701-018, 138-36-701-021, 138-36-701-022, 138-36-702-001, 138-36-712-023, 138-36-802-002, 138-36-802-003, 138-36-802-004, 138-36-802-005, 138-36-802-006, 138-36-802-009, 139-30-812-002, 139-30-812-003, 139-30-812-005, 139-30-812-006, 139-31-110-001, 139-31-110-002, 139-31-110-003, 139-31-110-004, 139-31-110-005, 139-31-110-007, 139-31-110-008, 139-31-110-009, 139-31-110-010, 139-31-110-011, 139-31-110-012, 139-31-111-001, 139-31-111-003, 139-31-111-006, 139-31-201-001, 139-31-201-002, 139-31-201-003, 139-31-201-004, 139-31-201-005, 139-31-201-006, 139-31-221-001, 139-31-221-003, 139-31-221-004, 139-31-221-005, 139-31-221-006, 139-31-310-001, 139-31-310-050, 139-31-310-051, 139-31-310-075, 139-31-310-133, 139-31-310-134, 139-31-310-135, 139-31-310-136, 139-31-310-137, 139-31-310-138, 139-31-312-001, 139-31-312-028, 139-31-312-029, 139-31-410-001, 139-31-410-036, 139-31-410-037, 139-31-410-061, 139-31-410-119, 139-31-410-120, 139-31-410-121, 139-31-410-122, 139-31-410-123, 139-31-410-124, 139-31-410-125, 139-31-510-006, 139-31-510-015, 139-31-510-017, 139-31-510-018, 139-31-510-019, 139-31-510-020, 139-31-510-021, 139-31-601-001, 139-31-601-002, 139-31-601-003, 139-31-601-004, 139-31-602-001,

139-31-602-002, 139-31-611-002, 139-31-611-003, 139-31-611-004, 139-31-611-005, 139-31-611-006.

ALL LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 36 OF TOWNSHIP 20 SOUTH, RANGE 60 EAST, THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF SECTION 30 AND ALL OF SECTION 31 OF TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

A MAP TITLED "**RDA - DECATUR A**", DATED MAY 7, 2012, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

END OF DESCRIPTION.

5/24/12

WQ8345
DECEMBER 19, 2011
REVISED: MAY 22, 2012
BY: MFK
P.R. BY: HJB

EXPLANATION:
THIS DESCRIPTION DESCRIBES PARCELS ALONG THE DECATUR BOULEVARD ALIGNMENT BETWEEN SAHARA AVENUE AND CHARLESTON BOULEVARD FOR THE PURPOSE OF DEFINING A NEW REDEVELOPMENT AREA.

RDA – DECATUR B

BEING THOSE PARCELS OF LAND LYING EAST AND WEST OF DECATUR BOULEVARD BOUNDED BY SAHARA AVENUE ON THE SOUTH AND CHARLESTON BOULEVARD ON THE NORTH; FURTHER DESCRIBED AS THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 7, 2012:

162-06-102-001, 162-06-111-001, 162-06-111-003, 162-06-111-004, 162-06-112-001, 162-06-112-005, 162-06-112-006, 162-06-112-007, 162-06-112-009, 162-06-112-010, 162-06-112-011, 162-06-112-012, 162-06-112-013, 162-06-112-014, 162-06-112-015, 162-06-112-016, 162-06-201-003, 162-06-211-001, 162-06-211-002, 162-06-211-003, 162-06-211-004, 162-06-301-001, 162-06-301-002, 162-06-301-003, 162-06-301-004, 162-06-301-006, 163-01-602-003, 163-01-602-004, 163-01-602-005, 163-01-602-006, 163-01-614-056, 163-01-704-001, 163-01-704-002, 163-01-704-003, 163-01-704-004, 163-01-704-005, 163-01-708-001, 163-01-708-002, 163-01-708-003, 163-01-708-004, 163-01-708-005, 163-01-803-003, 163-01-803-004, 163-01-803-005, 163-01-803-008.

ALL LYING WITHIN THE EAST HALF (E 1/2) OF THE EAST HALF (E1/2) OF SECTION 1 OF TOWNSHIP 21 SOUTH, RANGE 60 EAST, AND THE WEST HALF (W 1/2) OF SECTION 6 OF TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

A MAP TITLED "**RDA - DECATUR B**", DATED MAY 7, 2012, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

END OF DESCRIPTION.

5/24/12

WQ8345
MAY 22, 2012
BY: MFK
P.R. BY: HJB

EXPLANATION:
THIS DESCRIPTION DESCRIBES PARCELS ALONG THE SAHARA AVENUE ALIGNMENT BETWEEN DECATUR BOULEVARD AND INTERSTATE 15 FOR THE PURPOSE OF DEFINING A NEW REDEVELOPMENT AREA.

RDA – SAHARA

BEING THOSE PARCELS OF LAND LYING NORTH AND SOUTH OF SAHARA AVENUE BOUNDED BY DECATUR BOULEVARD ON THE WEST AND BOUNDED BY INTERSTATE 15 ON THE EAST; FURTHER DESCRIBED AS THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AS THEY APPEARED ON THE CLARK COUNTY ASSESSOR'S ROLL ON MAY 7, 2012:

162-04-412-002, 162-04-412-003, 162-04-412-004, 162-04-412-005, 162-05-402-001,
162-05-402-002, 162-05-402-003, 162-05-402-004, 162-05-402-005, 162-05-402-006,
162-05-402-007, 162-05-402-008, 162-05-402-009, 162-05-402-010, 162-05-402-011,
162-05-403-001, 162-05-403-002, 162-05-403-003, 162-05-801-001, 162-05-801-003,
162-05-801-004, 162-05-801-005, 162-05-801-007, 162-05-801-010, 162-05-801-011,
162-05-801-012, 162-05-801-013, 162-05-802-006, 162-05-802-009, 162-05-802-010,
162-05-802-011, 162-05-811-001, 162-05-811-002, 162-05-811-003, 162-05-811-004,
162-05-811-005, 162-05-811-006, 162-05-811-007, 162-05-811-008, 162-05-816-004,
162-05-816-005, 162-05-816-006, 162-05-816-007, 162-05-816-011, 162-05-816-012,
162-05-816-013, 162-05-818-001, 162-05-818-002, 162-05-818-003, 162-05-818-004,
162-06-402-001, 162-06-402-006, 162-06-402-007, 162-06-411-003, 162-06-411-004,
162-06-411-005, 162-06-412-002, 162-06-412-003, 162-06-801-002, 162-06-801-003,
162-06-801-004, 162-06-801-005, 162-06-801-006, 162-06-801-007, 162-06-801-008,
162-06-812-001, 162-06-812-002, 162-06-813-001, 162-06-813-004, 162-06-813-005,
162-06-813-006, 162-06-813-007, 162-07-101-004, 162-07-101-005, 162-07-101-006,
162-07-101-007, 162-07-101-008, 162-07-101-009, 162-07-101-010, 162-07-101-011,
162-07-101-014, 162-07-101-015, 162-07-101-019, 162-07-501-001, 162-07-501-002,
162-07-501-003, 162-07-501-004, 162-07-510-001, 162-07-510-002, 162-07-510-003,
162-07-510-004, 162-07-510-005, 162-07-510-006, 162-07-510-007, 162-07-511-001,
162-07-511-002, 162-07-511-003, 162-07-511-004, 162-07-511-005, 162-07-511-006,

162-07-511-007, 162-07-511-008, 162-07-511-009, 162-07-511-010, 162-07-511-011, 162-07-511-012, 162-07-512-001, 162-07-512-002, 162-07-512-003, 162-07-512-004, 162-07-512-005, 162-07-512-006, 162-07-512-007, 162-07-512-008, 162-07-512-009, 162-07-512-010, 162-07-597-001, 162-07-597-002, 162-07-597-003, 162-08-101-001, 162-08-101-003, 162-08-101-004, 162-08-101-007, 162-08-101-008, 162-08-102-001, 162-08-103-001, 162-08-103-002, 162-08-103-003, 162-08-103-004, 162-08-104-001, 162-08-104-002, 162-08-104-003, 162-08-104-004, 162-08-104-005, 162-08-104-006, 162-08-104-007, 162-08-104-008, 162-08-104-009, 162-08-110-001, 162-08-212-016, 162-08-212-017, 162-08-212-018, 162-08-212-019, 162-08-212-020, 162-08-212-021, 162-08-212-022, 162-08-212-023, 162-08-212-024, 162-08-212-025, 162-08-212-026, 162-08-212-027, 162-08-212-028, 162-08-303-015, 162-08-303-016, 162-08-303-017, 162-08-303-018, 162-08-303-033, 162-08-501-001, 162-08-501-002, 162-08-501-003, 162-08-501-004, 162-08-501-005, 162-08-501-006, 162-08-501-007, 162-08-504-001, 162-08-505-001, 162-08-505-003, 162-08-601-001, 162-08-601-002, 162-08-602-001, 162-08-602-002, 162-08-602-003, 162-08-602-005, 162-08-610-001, 162-08-610-002, 162-08-610-003, 162-08-610-004, 162-08-610-005, 162-08-610-006, 162-08-610-007, 162-08-610-008, 162-08-610-009, 162-08-610-010, 162-08-610-011, 162-08-610-012, 162-08-610-013, 162-08-610-014, 162-08-610-015, 162-08-610-016, 162-08-610-017, 162-08-610-018, 162-08-610-019, 162-08-610-020, 162-08-610-021, 162-08-610-022, 162-08-610-023, 162-08-610-024, 162-08-610-025, 162-08-610-026, 162-08-610-027, 162-08-610-028, 162-08-610-029, 162-08-610-030, 162-08-610-031, 162-08-610-032, 162-08-610-033, 162-08-610-034, 162-08-610-035, 162-08-610-036, 162-08-610-037, 162-08-610-038, 162-08-610-039, 162-08-610-040, 162-08-610-041, 162-08-610-042, 162-08-610-043, 162-08-610-044, 162-08-610-045, 162-08-610-046, 162-08-610-047, 162-08-610-048, 162-08-610-049, 162-08-610-050, 162-08-610-051, 162-08-610-052, 162-08-610-053, 162-08-610-054, 162-08-610-055, 162-08-610-056, 162-08-610-057, 162-08-610-058, 162-08-610-059, 162-08-610-060, 162-08-610-061, 162-08-610-062, 162-08-610-063, 162-08-610-064, 162-08-610-065, 162-08-610-066, 162-08-610-067, 162-08-610-068, 162-08-610-069, 162-08-610-070, 162-08-610-071, 162-08-610-072, 162-08-610-073, 162-08-610-074, 162-08-610-075, 162-08-610-081, 162-08-610-082, 162-08-610-083, 162-08-610-084, 162-08-610-085, 162-08-610-086, 162-08-610-087, 162-08-610-088, 162-08-610-089, 162-08-610-090, 162-08-610-091, 162-08-610-092, 162-08-610-093, 162-08-610-094, 162-08-610-095, 162-08-610-096, 162-08-610-097, 162-08-610-098, 162-08-610-099, 162-08-610-100, 162-08-610-101, 162-08-610-102, 162-08-610-103, 162-08-610-104.

ALL LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 4, THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF SECTIONS 5 AND 6, THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF SECTION 7 AND THE NORTH HALF (N 1/2) OF SECTION 8 OF

TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

A MAP TITLED "**RDA – SAHARA**", DATED MAY 7, 2012, DEPICTING THE ABOVE DESCRIBED PROPERTIES IS ON FILE IN THE OFFICE OF ECONOMIC AND URBAN DEVELOPMENT, CITY OF LAS VEGAS, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO REPRESENT A COMPLETE LEGAL DESCRIPTION OF THE PROPERTIES LISTED HEREIN SUITABLE FOR THE PURPOSE OF CONVEYING REAL PROPERTY PER NEVADA REVISED STATUTES.

END OF DESCRIPTION.

RULES GOVERNING PARTICIPATION BY PROPERTY OWNERS AND THE EXTENSION OF REASONABLE PREFERENCES TO PROPERTY OWNERS IN THE CITY OF LAS VEGAS, NEVADA REDEVELOPMENT PROJECT

Adopted:

_____, 2012

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I. [100] PURPOSE AND INTENT

These rules are adopted pursuant to the Community Redevelopment Law of the State of Nevada in order to implement the provisions of the Redevelopment Plan for the City of Las Vegas Redevelopment Project regarding participation of property owners and the extension of reasonable preferences to business occupants within Redevelopment Area 2. These rules set forth the procedures governing such participation and preferences.

It is the intention of the Agency to encourage and permit participation in the redevelopment of Redevelopment Area 2 by property owners and to extend reasonable preferences to business occupants of real property within the boundaries of Redevelopment Area 2 to the maximum extent consistent with the objectives of the Redevelopment Plan.

II. [200] DEFINITIONS

As used herein, the following definitions apply:

(1) "Agency" means the City of Las Vegas Redevelopment Agency.

(2) "Business Occupant" means any person, persons, corporation, association, partnership, or other entity engaged in business within Redevelopment Area 2 on or after the date of adoption of the Redevelopment Plan by the City of Las Vegas City Council.

(3) "City Council" means the six duly elected City of Las Vegas City Councilmen and the Mayor in City of Las Vegas, Nevada.

(4) "Owner" means any person or persons, corporation, association, partnership, or other entity engaged in business within Redevelopment Area 2 on or after the date of adoption of the amended Redevelopment Plan by the City of Las Vegas City Council.

(5) "Owner Participation Agreement" means an agreement entered into by an Owner with the Agency in accordance with the provisions of the Redevelopment Plan and these rules.

(6) " Redevelopment Area 2" means the areas described in the "Legal Description of the Redevelopment Boundaries" (Attachment No. 1 of the Redevelopment Plan) and shown on the " Redevelopment Area 2 Map" (Attachment No. 2 of the Redevelopment Plan)

III. [300] ELIGIBILITY

Owners shall be eligible to participate in the redevelopment of property within Redevelopment Area 2 in accordance with the provisions of the Redevelopment Plan, these rules, and the limitations herein described.

Participation opportunities are necessarily subject to and limited by factors such as the following:

(1) The appropriateness of land uses proposed and consistent with the City of Las Vegas Master Plan and its Redevelopment Plan;
(2) The construction, widening, or realignment of streets;
(3) The ability of participants to finance acquisition and development in accordance with the Redevelopment Plan and development criteria adopted by the Agency in implementation of the Redevelopment Plan;
(4) The desirability of land assemblage in Redevelopment Area 2 in order to create efficient and marketable commercial and industrial parcels; and
(5) The construction or expansion of public facilities.
(6) The elimination of incompatible and non-conforming land uses.

The Agency presently contemplates that in carrying out the Redevelopment Plan, certain portions of Redevelopment Area 2 may be acquired by the Agency for public improvements, facilities, and utilities and for other uses and purposes in accordance with the Redevelopment Plan. Therefore, owner participation opportunities will not be available for such properties.

IV. [400] TYPES OF PARTICIPATION

Subject to these rules, and limitations in Section 300 and this Section 400, Owners shall be given a reasonable opportunity to participate in redevelopment by:

(1) Retaining all or a portion of their properties and developing or improving such property for use in accordance with the Redevelopment Plan;
(2) Acquiring adjacent or other properties within Redevelopment Area 2 and developing or improving such property for use in accordance with the Redevelopment Plan; or
(3) Selling their properties to the Agency and purchasing other properties in Redevelopment Area 2.

The foregoing methods of providing owner participation opportunities shall not be deemed exclusive.

V. [500] CONFORMING OWNERS

The Agency may, in its sole and absolute discretion, determine that certain real property within Redevelopment Area 2 presently meets the requirements of the Redevelopment Plan, and the Owners of such property will be permitted to remain as conforming Owners without an Owner Participation Agreement with the Agency, provided such Owners continue to operate, use, and maintain the real property within the requirements of the Redevelopment Plan.

In the event that any of the conforming Owners desire to (1) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming, or (2) acquire additional property within Redevelopment Area 2, then in such event, such conforming Owners may be required by the Agency to enter into an Owner Participation Agreement with the Agency.

VI. [600] OWNER PARTICIPATION AGREEMENTS

Owners wishing to participate in redevelopment within Redevelopment Area 2 may be required, as a condition to participation, to enter into an Owner Participation Agreement with the Agency if the Agency determines it is necessary to impose upon the property any of the standards, restrictions, and controls of the Redevelopment Plan. The Agreement may require the participant to join in the recordation of such documents as the Agency may require in order to ensure the property will be developed and used in accordance with the Redevelopment Plan and the Owner Participation Agreement.

VII. [700] CONTENTS OF OWNER PARTICIPATION AGREEMENTS

An Owner Participation Agreement shall obligate the Owner, his or her heirs, successors and assigns, and tenants to devote the property to the uses specified in the Redevelopment Plan, abide by all provisions and conditions of the Redevelopment Plan for the period of time that the Redevelopment Plan is in force and effect and comply with all the provisions of the Owner Participation Agreement according to their terms, duration, and effect.

An Owner Participation Agreement may provide that if the Owner does not comply with the terms of the Agreement, the Agency, in addition to other remedies, may acquire such property or any interest therein by any lawful means, including eminent domain for its fair market value as of the date of the Owner Participation Agreement and the Agency may thereafter dispose of the property or interest so acquired in accordance with the Redevelopment Plan.

An Owner Participation Agreement shall contain such other terms and conditions which, in the discretion of the Agency, may be necessary to effectuate the purposes of the Redevelopment Plan.

VIII. [800] LIMITATIONS ON ACQUISITION OF PROPERTY BY THE AGENCY

The Agency shall not acquire real property to be retained and developed by an Owner pursuant to a fully executed Owner Participation Agreement if the Owner fully performs under the Agreement.

The Agency shall not acquire real property on which an existing building is to be continued on its present site under the Redevelopment Plan and in its present form and use without the consent of the Owner, unless:

(1) Such building requires structural alteration, improvement, modernization, or rehabilitation;
(2) The site or lot on which the building is situated requires modification in size, shape, or use; or
(3) It is necessary to impose upon such property any of the controls, limitations, restrictions, and requirements of the Redevelopment Plan, and the Owner fails or refuses to participate in redevelopment by executing an Owner Participation Agreement in accordance with the provisions of the Redevelopment Plan.

IX. [900] PREFERENCE TO BUSINESS OCCUPANTS WITHIN THE PROJECT AREA

Business Occupants who desire to remain within a Redevelopment Area shall be extended a reasonable preference to remain or reenter in business within Redevelopment Area 2 if they otherwise meet the requirements prescribed in these rules and the Redevelopment Plan, provided said Business Occupants are able to demonstrate the financial ability to remain or reenter in business within the Project Area.

X. [1000] AMENDMENT OF RULES

These rules may be modified or amended from time to time by the Agency at any regular or duly called special meeting, provided, however, that no such amendment shall retroactively impair the rights of Owners who have executed Owner Participation Agreements with the Agency in reliance upon these rules as presently constituted.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

RELOCATION RULES AND REGULATIONS

RULES AND REGULATIONS FOR IMPLEMENTATION OF THE UNIFORM RELOCATION & REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, AND NEVADA REVISED STATUTES CHAPTER 342

ADOPTED

_____, 2012

RULES AND REGULATIONS FOR IMPLEMENTATION OF THE UNIFORM RELOCATION & REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, AND NEVADA REVISED STATUTES CHAPTER 342

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SECTION I. GENERAL

1.1 Purpose

The purpose of these Rules and Regulations is to implement the Uniform Relocation & Real Property Acquisition Policies Act of 1970, as amended (the "URA") and Nevada Revised Statutes Chapter 342 ("NRS 342").

These Rules and Regulations are designed to carry out the policies of the URA and NRS 342 with respect to activities of the City of Las Vegas Redevelopment Agency (the "Agency"):

> To ensure that uniform, fair and equitable treatment is afforded persons displaced from their homes or businesses as a result of the actions of the Agency, in order that such persons shall not suffer disproportionate injury as a result of action taken for the benefit of the public as a whole.

1.2 Authority

These Rules and Regulations have been adopted by resolution of the Agency and are in conformity with NRS 342 and Handbook 1378, entitled Tenant Assistance, Relocation and Real Property Acquisition, published by the United States Department of Housing & Urban Development (the "Guidelines").

1.3 Effective Date; Applicability

The effective date of these Rules and Regulations shall be the date of their adoption by the Agency. These Rules and Regulations shall be applicable to all displacement occurring after their adoption by the Agency.

In the event there are conflicts between these Rules and Regulations and the relocation and property acquisition state laws and guidelines and eminent domain laws as set forth in Nevada Revised Statutes (the "State Laws") as they currently exist or as they may be amended, the State Laws shall take precedence and City staff is authorized to automatically, without further approval of the Agency Board, amend these Rules and Regulations accordingly.

1.4 Extent of Relocation Payments

The Agency shall provide relocation assistance and shall make all of the relocation payments required by law, including the making of such payments for projects financed by the federal government. In addition, the Agency has sole discretion to decide whether the relocation benefits will be paid in an amount that exceeds the relocation payments required by law. Such payments shall be subject to the availability of funds for such purposes.

1.5 Exception from Relocation Requirement

The requirement to provide relocation assistance and benefits shall not apply to a purchase of real property which is offered for sale by the owner, property being sold at execution of foreclosure sale or property being sold pursuant to court order or under court supervision if the property in any of the foregoing situations is either occupied by the owner or is unoccupied and if the offer for sale is not induced by Agency disposition, planned condemnation or redevelopment of surrounding lands and if the sales price is fair market value or less, as determined by a qualified appraiser and if no federal funds are

involved in the acquisition, construction or project development. “Offered for sale” means either advertised for sale in a publication of general circulation published at least once a week for two consecutive weeks or listed with a licensed real estate broker and/or published in a multiple listing service.

At the time of making the offer to acquire property under this Section, the Agency shall notify the property owner in writing, of the following:

- The Agency's plans for developing the property to be acquired or the surrounding property; and
- Any relocation assistance and benefits provided pursuant to law which the property owner may be foregoing.

1.6 **Priority of Federal Law**

The Agency shall not make any relocation assistance payment in an amount which exceeds the maximum amount for such payment authorized by these Rules and Regulations if the making of such payment or the payment in such amount is required under federal law, except that to the extent an obligation to provide relocation assistance and benefits imposed by State Law is not imposed by federal law, the State Law obligation to impose such obligation shall apply to such federally funded project.

1.7 **Severability**

If any provision of these Rules and Regulations or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Rules and Regulations which can be given effect without the invalid provision or application and, to this end, the provisions of these Rules and Regulations are severable.

SECTION II. DEFINITIONS

2.1 Acquisition

"Acquisition" means obtaining ownership or possession of real property by purchase, eminent domain, or any other lawful means.

2.2 Adequate Replacement Dwelling

"Adequate replacement dwelling" means a dwelling which meets all of the criteria for a comparable replacement dwelling, except that with respect to the number of rooms, habitable living space and type of construction the dwelling need be only adequate, not comparable.

2.3 Agency

"Agency" means the City of Las Vegas Redevelopment Agency lawfully operating within the State of Nevada, a public body, corporate and politic, organized and existing under NRS Chapter 279 of the Community Redevelopment Law of the State of Nevada, and any agency staff, consultants, assigns, delegates and City Department staff who may be assigned the duties and responsibilities for implementing the URA and NRS 342 pursuant to these Rules and Regulations, or any entity acting on behalf of the Agency when acquiring real property, or any interest therein.

2.4 Appraisal

"Appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

2.5 Average Annual Net Earnings

"Average annual net earnings" means one-half of any net earnings of a business before federal, state and local income taxes, during the two taxable years immediately preceding the taxable year in which such business moves from the real property being acquired, or during such other period as the Agency determines to be more equitable for establishing such earnings, and includes any compensation paid by the business to the owner, owner's spouse or owner's dependents during such period.

2.6 Average Monthly Income

"Average monthly income" means total annual gross income divided by twelve.

2.7 Base Monthly Rental Housing Costs

The base monthly rental housing cost for an acquired dwelling is the lesser of the average monthly housing cost (including utilities) for the three-month period prior to the initiation of negotiations and thirty percent (30%) of the displaced person's average gross monthly income. In the case of an owner-occupant or other person who does not pay rent, the Economic Rent is used instead of the average monthly rental in the above formula. Section 2.21 of these regulations defines Economic Rent.

2.8 **Business**

"Business" means any lawful activity, except a farm operation, conducted primarily:

- For the purchase, sale, lease or rental of personal and real property, and for the manufacture, processing or marketing of products, commodities or any other personal property;
- For the sale of services to the public;
- By a nonprofit organization;
- Solely for the purpose of Section VII of these Rules and Regulations, for assisting in the purchase, sale, resale, manufacturer, processing or marketing of products, commodities, personal property or services.

2.9 **Comparable Replacement Dwelling**

"Comparable replacement dwelling" means any dwelling that is all of the following:

- Decent, safe and sanitary;
- Adequate in size to accommodate the occupants;
- In the case of a displaced person who is a renter, within the financial means of the displaced person. A comparable replacement dwelling is within the financial means of a displaced person if the monthly rental cost of the dwelling minus any replacement housing payment available to the person does not exceed thirty percent (30%) of the person's average gross monthly income;
- Comparable with respect to the number of rooms, habitable space and type and quality of construction. Comparability under this paragraph shall not require strict adherence to a detailed, feature-by-feature comparison. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features shall be present;
- In an area not subjected to unreasonable adverse environmental conditions;
- In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities, facilities, services and the displaced person's place of employment.

If a dwelling which satisfies these standards is not available, the Agency may consider a dwelling which exceeds them.

2.10 **Condominium**

"Condominium" means a combination of co-ownership and ownership in severalty. It is an arrangement under which persons in a housing development hold full title to a one-family dwelling unit,

including an undivided interest in common areas and facilities and such restricted common areas and facilities as may be designated.

2.11 **Date of Acquisition**

The "date of acquisition" means the date on which the deed or other conveyance to the real property being acquired by the Agency within the project area is recorded in the Office of the County Recorder, County of Clark, or the date on which the Agency is entitled to possession of the real property pursuant to an order of the Eighth Judicial District Court in an eminent domain proceeding.

2.12 **Decent, Safe and Sanitary Housing**

"Decent, safe and sanitary housing" means a dwelling which meets all the following minimum requirements:

- Conforms with all applicable provisions for existing structures that have been constructed under state or local building, plumbing, electrical, housing and occupancy codes and similar ordinances or regulations.

- Has a continuing and adequate supply of potable water.

- Has a kitchen or an area set aside for kitchen use which contains a sink in good working condition connected to hot and cold water and to an adequate sewage system. The kitchen or kitchen area shall have utility service connections and adequate space for the installation of a stove and a refrigerator.

- Has an adequate heating system in good working order which will maintain a minimum temperature of 70 degrees in all habitable rooms.

- Has a bathroom, well-lit and ventilated and affording privacy to a person within it, containing a lavatory basin and a bathtub or stall shower, properly connected to an adequate supply of hot and cold running water, and a flush closet, all in good working order and properly connected to a sewage disposal system.

- Has an adequate, safe wiring system for lighting and other electrical services. Is structurally sound, weather tight, in good repair and adequately maintained,

- Has a safe unobstructed means of egress leading to safe open space at ground level which conforms to building and fire codes.

- Has at least one room which shall have not less than 150 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two. The floor space is to be subdivided into sufficient rooms to be adequate for the family. All rooms must be adequately ventilated. Habitable floor space is defined as that space used for sleeping, living, cooking or dining purposes and excludes such enclosed places as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries and unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

A decent, safe and sanitary sleeping room is one which includes the minimum requirements contained in this Section and at least 70 square feet of habitable floor space for the first occupant and 50 square feet of habitable floor space for each additional occupant. When the term “decent, safe and sanitary” is interpreted under local, state or federal law as establishing a higher standard, the elements of that higher standard are incorporated herein.

A decent, safe and sanitary mobile home is one which conforms to the minimum requirements prescribed by Nevada Revised Statutes and rules and regulations promulgated pursuant thereto and bears the insignia of approval issued by the State of Nevada.

2.13 **Displaced Business**

“Displaced business," means any business which qualifies as a displaced person under Section 2.16 hereof.

2.14 **Displaced Farm Operation**

“Displaced farm operation," means any farm operation which qualifies as a displaced person under Section 2.16 hereof

2.15 **Director**

“Director” means that person in charge of any Agency that will be responsible for the displacement of any individual, family, business or nonprofit organization for a public use.

2.16 **Displaced Person**

“Displaced person” means all of the following:

a. Any person who moves from real property or who moves his or her personal property, either:

- As a direct result of a written notice of intent to acquire, or the acquisition of the real property, in whole or in part, for a program or project undertaken by the Agency or by any person having an agreement with or acting on behalf of the Agency.

- As a direct result of the rehabilitation, demolition or other displacing activity as the public entity may prescribe under a program or project undertaken by the Agency, of real property on which the person is a residential tenant or conducts a business or farm operation, in any case in which the Agency determines that the displacement is permanent.

  For purposes of this subparagraph, “residential tenant” includes any occupant of a residential hotel unit and any occupant of employee housing, but shall not include any person who has been determined to be in unlawful occupancy of the displacement dwelling.

b. Solely for purposes of Sections III, IV, VI, VII, any person who moves from real property or moves his or her personal property from real property, either:

- As a direct result of a written notice of intent to acquire or the acquisition of other real property, in whole or in part, in which the person conducts a business or farm operation, for a program or project undertaken by the Agency; or

- As a direct result of the rehabilitation, demolition or other displacing activity as the Agency may prescribe under a program or project undertaken by the Agency, of other real property on which the person conducts a business or farm operation, in any case in which the Agency determines the displacement is permanent.

This definition shall be construed so that persons displaced as a result of public action receive relocation benefits in cases where they are displaced as a result of an owner participation agreement or an acquisition carried out by a private person for or in connection with a public use where the Agency is otherwise empowered to acquire the property to carry out the public use.

c. Except persons or families of low and moderate income who are occupants of housing which was made available to them on a permanent basis by a public entity and who are required to move from the housing, a "displaced person" shall not include the following:

- Any person who has been determined to be in unlawful occupancy of the displacement dwelling.

- Any person whose right of possession at the time of moving arose after the date of the Agency's acquisition of the real property.

- Any person who has occupied the real property for the purpose of obtaining assistance under these guidelines.

- In any case in which the public entity acquires property for a program or project (other than a person who was an occupant of the property at the time it was acquired), any person who occupies the property for a period subject to termination when the property is needed for the program or project.

- Additionally, a person who is temporarily displaced for not more than 180 days, and who is offered occupancy of a comparable replacement unit located within the same apartment complex that contains the unit from which he or she has been displaced, shall not be deemed a "displaced person" for the purposes of these Rules and Regulations. This exception shall apply only if all of the following conditions are complied with:

- All other financial benefits and services otherwise required under these Rules and Regulations are provided to the tenants temporarily displaced from their units.

- The resident is offered the right to return to his or her original unit, with rent for the first twelve (12) months subsequent to that return being the lower of the following:

    - Up to five percent (5%) higher than the rent at the time of displacement; or

- Up to thirty percent (30%) of household income.

- The temporary unit is not unreasonably impacted by the effects of the construction, taking into consideration the ages and physical conditions of the members of the displaced household, and the estimated period of displacement is reasonable.

- The property is a qualified affordable housing preservation project.

  For the purposes of this exception, "apartment complex" means four or more residential rental units subject to common ownership and financing that are also located on the same or contiguous parcels; and "qualified affordable housing project" is any complex of four or more units whose owners enter into a recorded regulatory agreement, having a term for the useful life of the project, with any entity for the provision of project rehabilitation financing. For this purpose, the regulatory agreement shall require of the owner, and all successors and assigns of the owner, as long as the regulatory agreement is in effect, that at least forty-nine percent (49%) of the tenants in the project shall have, at the time of the recordation of the regulatory agreement required by this exception, incomes not in excess of sixty percent (60%) of the area median income, adjusted by household size, as determined by the appropriate agency of the State of Nevada. In addition, a project shall be defined as a qualified affordable housing preservation project only if the beneficiary or the regulatory agreement elects this designation by so indicating on the regulatory agreement.

2.17 **Displaced Resident**

"Displaced resident" means any individual or family occupant of a dwelling who qualifies as a displaced person under Section 2.16 hereof.

2.18 **Dwelling**

"Dwelling" means the place of permanent or customary and usual abode of a person, including a single-family building, a single-family unit in a two-family dwelling, multi-family or multi-purpose dwelling, a unit of a condominium or cooperative housing project, a non-housekeeping unit, a mobile home or any other residential unit which either is considered to be real property under State Law or cannot be moved without substantial damage or unreasonable cost. A residence need not be decent, safe and sanitary to be a dwelling.

A second home shall be considered a dwelling only for the purpose of establishing eligibility for payment for moving and related expenses under Section VI of these Rules and Regulations.

2.19 **Economic Rent**

"Economic rent" means the amount of rent a tenant or homeowner would have to pay for a dwelling similar to the acquired dwelling in a comparable area.

2.20 **Elderly Household**

"Elderly household" means a household in which the head of household or spouse is sixty-two (62) years of age or older.

2.21 **Family**

"Family" means two or more individuals, one of whom is the head of household, plus all other individuals who by blood, marriage, adoption or mutual consent live together as a family unit.

2.22 **Farm Operation**

"Farm operation" means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

2.23 **Federal Project**

"Federal project" means any direct federal project or any project receiving federal financing assistance.

2.24 **Gross Income**

"Gross income" means the total annual income of an individual or, where a family is displaced, total annual income of the parents or adult heads of household, less the following:

- A deduction of Five Hundred and No 100ths Dollars ($500.00) for each dependent in excess of three (3).
- A deduction of ten percent (10%) of total income for an elderly or handicapped household.
- A deduction for recurring, extraordinary medical expenses, defined for this purpose to mean medical expenses in excess of three percent (3%) of total income, where not compensated for or covered by insurance or other sources, such as public assistance or tort recovery.
- A deduction of reasonable amounts paid for the care of children or sick or incapacitated family members when determined to be necessary to employment of the head or spouse, except that the amount deducted shall not exceed the amount of income received by the person thus released.
- Gross income is divided by twelve to ascertain the average monthly income. Relocation and property acquisition payments are not to be considered income for determination of financial means.

2.25 **Handicapped Household**

"Handicapped household" means a household in which any member is handicapped or disabled.

2.26 **Initiation of Negotiations**

"Initiation of negotiations" means the initial written offer to purchase made by the Agency to the owner of the real property to be purchased, or to the owner's representative.

2.27 **Last Resort Housing**

"Last resort housing" means comparable replacement dwellings provided by the Agency with its funds or funds authorized for the project because existing comparable replacement dwellings will not otherwise be available as needed.

Last resort housing as herein defined does not refer to "replacement dwelling unit" as that term is used and defined above.

2.28 **Mobile Home**

"Mobile home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems contained therein. A self-propelled vehicle is not a mobile home.

2.29 **Mortgage**

Those classes of liens as are commonly given to secure advances on, or the unpaid purchase price of real property, together with the credit instruments, if any, secured thereby including but not limited to deeds of trusts and land sales contracts.

2.30 **Nonprofit Organization**

"Nonprofit organization" means a corporation, partnership, individual or other public or private entity, engaged in a business, professional or institutional activity on a nonprofit basis, necessitating fixtures, equipment, stock in trade or other tangible property for the carrying on of the business, profession or institutional activity on the premises.

2.31 **Ownership**

"Ownership" means holding any of the following interests in a dwelling, or a contract to purchase one of the first six (6) interests:

1. A fee title;

2. A life estate;

3. A fifty (50) year lease;

4. A lease with at least twenty (20) years to run from the date of acquisition of the property;

5. A proprietary interest in a cooperative housing project which includes the right to occupy a dwelling;

6. A proprietary interest in a mobile home;

7. A leasehold interest with an option to purchase.

In the case of one who has succeeded to any of the foregoing interest by devise, bequest, inheritance or operation of law, the tenure of ownership, but not occupancy, of the succeeding owner shall include the tenure of the preceding owner.

2.32 **Person**

"Person" means any individual, family, partnership, corporation or association.

2.33 **Personal Property**

"Personal property" means tangible property which is situated on real property vacated or to be vacated by a displaced person and which is considered personal property and is non-compensable (other than for moving expenses) under the eminent domain laws as set forth in the State Laws.

In the case of a tenant, personal property includes fixtures and equipment, and other property which may be characterized as real property under State Laws, but which the tenant may lawfully and at his election determine to move, and for which the tenant is not compensated in the real property acquisition.

In the case of an owner of real property, the determination as to whether an item of property is personal or real shall depend upon how it is identified in the closing or settlement statement with respect to the real property acquisition.

2.34 **Post-Acquisition Tenant**

"Post-acquisition tenant" means a tenant who lawfully commences to occupy property only after the Agency acquires it.

2.35 **Prepaid Expenses**

"Prepaid expenses" means items paid in advance by the seller of real property and pro-rated between such seller and the buyer of such real property at the close of escrow including, but not limited to, real property taxes, insurance, homeowners' association dues and assessment payment.

2.36 **Public Use**

"Public use" means a use for which real property may be acquired by eminent domain.

2.37 **Relocation Appeals Board**

"Relocation appeals board" means the relocation appeals board established within the City to respond to displaced grievances as required by law. The board shall consist of the Agency Executive Director, the Assistant City Manager and an attorney from the City Attorney's office.

2.38 **Small Business**

"Small business" means a business as defined in Part 24 of Title 49 of the Code of Federal Regulations.

2.39 **Tenant**

"Tenant" means a person who rents or is otherwise in lawful possession of a dwelling, including a sleeping room, which is owned by another.

SECTION III. RELOCATION ADVISORY ASSISTANCE

3.1 Advisory Assistance to be Provided by the Agency

Programs or projects undertaken by the Agency shall be planned in a manner that recognizes, at an early stage in the planning of the programs or projects and before the commencement of any actions which will cause displacements, the problems associated with the displacement of individuals, families, businesses and farm operations and provides for the resolution of these problems in order to minimize adverse impact on its relocation assistance of other displacing programs or activities which may be carried out in the same area. The Agency shall ensure the relocation assistance advisory services described in Section III are made available to all persons displaced by the Agency. In addition, the Agency may provide relocation advisory assistance to any person occupying property immediately adjacent to the real property acquired and whom the Agency determines is caused substantial economic injury because of the acquisition.

Not withstanding Section 2.18, in any case in which the Agency acquires property for a program or project, any person who occupies the property on a rental basis for a short term or a period subject to termination when the property is needed for the program or project, shall be eligible for advisory services to the extent determined by the Agency.

The relocation advisory assistance to be provided by the Agency shall include such measures, facilities and/or services as may be necessary or appropriate in order to do all of the following:

- Fully inform eligible persons as to the availability of relocation benefits and assistance and the eligibility requirements therefor, as well as the procedures for obtaining such benefits and assistance;

- Determine and make timely recommendations on the needs and preferences, if any, of displaced persons for relocation assistance;

- Assure eligible displaced residents that within a reasonable period of time prior to displacement, to the extent that it can be reasonably accomplished, there will be available comparable replacement dwellings sufficient in number and kind for and available to such eligible residents;

- Provide current and continuing information on the availability, prices and rentals of comparable sales and rental housing, and comparable commercial properties and locations and security deposits, closing costs, typical down payments, interest rates and terms for residential property in the area;

- Assist each eligible, displaced person to complete applications for payments and benefits;

- Assist each eligible, displaced resident to obtain and move to a comparable replacement dwelling;

- Assist each eligible, displaced business in obtaining and becoming established in a suitable replacement location with a minimum of delay and loss of earnings;

- Provide any services required to ensure that the relocation process does not result

in different or separate treatment on account of race, color, religion, ancestry, national origin, sex, marital status or other arbitrary circumstance. Such relocation process shall satisfy the requirements of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the United States Civil Rights Act and the Nevada Fair Housing Law;

- Supply to eligible persons information concerning federal and state housing programs, disaster loan and other programs administered by the Small Business Administration, and other federal or state programs offering assistance to displaced persons;

- Provide other advisory assistance to eligible persons to minimize their hardships, such as counseling and referrals with regard to housing, financing, employment, training, health and welfare;

- Inform all persons who are expected to be displaced about the eviction policies to be pursued in carrying out the project.

3.2 **Information Program**

a. **General Information**

The Agency shall establish and maintain an information program utilizing meetings, newsletters and other mechanisms, including local media, available to all persons, for keeping occupants of the property which the Agency is acquiring informed on a continuing basis about its relocation program. The criterion for selecting among various alternative mechanisms shall be the likelihood of actually communicating information to such persons. Legal publications, legal ads in local newspapers of general circulation and similar means are inadequate if they are likely to go unnoticed.

b. **Personal Contact**

As soon as practicable, following the initiation of negotiations to acquire a parcel of real property, the Agency shall contact each eligible person occupying such property to carefully explain and discuss fully with such person the extent of relocation payments and assistance that may be made available by the Agency. Such contact shall be direct and personal except where repeated efforts indicate that such contact is not possible. Such contact may be made at the time and as part of the interview to ascertain relocation needs conducted pursuant to Section 3.3. All persons shall be advised and encouraged to visit the Agency's relocation office for information and assistance. The Agency shall maintain personal contacts with occupants of the property to the maximum extent practicable.

c. **Payment After Death**

A replacement housing payment is personal to the displaced person, and upon his death, the undistributed portion of any such payment shall not be paid to his heirs or assigns, except that:

- The cost attributable to the displaced person's actual occupancy of the replacement housing shall be paid;

- The full payment shall be disbursed in any case in which a member of a displaced family dies and the other family members continue to occupy the

replacement dwelling selected in accordance with the regulations in this part;

- That portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a dwelling by, or on behalf of, a deceased person shall be disbursed to the estate;

- Costs incurred for an actual move conducted by a professional moving company; and

- Rental charges incurred prior to receipt of relocation benefits.

d. **Information Statement for Relocation Assistance**

Within fifteen (15) days of the initiation of negotiations to acquire a parcel of real property or interest therein, the Agency shall provide each occupant of such property with a written statement containing the following information:

- A general description of the nature and types of activities that will be undertaken and identification of the displacement area involved, including a diagrammatic sketch of such area;

- A statement that Agency action may result in displacement, but that no person lawfully occupying the real property will be required to move without at least ninety (90) days written notice from the Agency and until ninety (90) days after the provision of information;

- A statement to residents that families and individuals will not be required to move from their dwellings before the Agency has provided them with at least one (1) written referral to decent, safe and sanitary, comparable replacement housing, except under the limited circumstances provided for in Section 12.3 of these Rules and Regulations;

- A general description of types of relocation payments available, including general eligibility criteria and a caution against premature moves that may jeopardize eligibility for relocation assistance and payments.

- Identification of the Agency's relocation program and a description of relocation services and aids that will be available;

- Information to residents on replacement dwellings, including:

    - A brief description of what constitutes a replacement dwelling, including physical standards;

    - A layman's description of applicable federal, state and local fair housing laws;

    - A statement that the Agency will identify available comparable replacement dwellings and will provide assistance to persons in obtaining housing of their choice, including assistance in referring

complaints of discrimination to the appropriate federal, state or local fair housing enforcement agency;

- A statement that persons may seek their own housing accommodations, and urging them, if they do so, to notify the Agency prior to making a commitment to purchase or occupy the property.

- A statement to businesses that the Agency will provide every possible assistance in locating relocation accommodations, including consultation with the Small Business Administration and other governmental agencies which might be of assistance;

- A statement to businesses describing the requirement for prior notification to the Agency of the business concern's intention to move;

- A summary of the Agency's eviction policy;

- A statement describing the Agency's grievance procedure, its purpose and how it may be used;

- Any additional information that the Agency believes would be helpful. Where appropriate, separate information statements shall be prepared for residential and non-residential occupants.

e. **Notice of Eligibility Status**

In addition to disseminating general information of the type described in Sections 3.2 and 3.3, the Agency shall provide each occupant of the property with individual, written notification of their eligibility status as soon as it has been established.

f. **Language of Information Material**

Information material shall be prepared in the language(s) most easily understood by the recipients. In displacement areas where there are significant concentrations of persons who do not read, write or understand English fluently, the native language of the people should be used and all informational material should be provided in the native language(s) and English.

g. **Method of Delivery of Informational Material**

To assure receipt of the informational material, the Agency shall arrange to have the material either hand delivered to each occupant of the property with a request for a written receipt, or sent by certified mail, return receipt requested.

3.3 Determination of Relocation Needs

a. Interviews

Immediately following the initiation of negotiations to acquire a parcel of real property, the Agency shall interview each eligible person occupying such property to obtain information upon which to plan for housing and other accommodations, as well as counseling and assistance needs.

The interview shall be by direct, personal contact, except where repeated efforts indicate that such contact is not possible. The Agency shall carefully explain and discuss fully with each person interviewed the purpose of the interview.

When a person cannot be interviewed or the interview does not produce the information to be obtained, reasonable efforts shall be made to obtain the information by other means.

1. Information to be Obtained from Residential Owner Occupants or Tenants

The Agency shall endeavor to obtain the following information from eligible persons:

- Income;
- Whether any household member is elderly or handicapped;
- Size and composition of family;
- Age of children;
- Location of job(s) and factors limiting accessibility;
- Area of preferred relocation;
- Type of unit preferred;
- Preference to buy or rent replacement dwelling;
- Need for social and public services, special schools and other services;
- Eligibility for publicly assisted housing;

With reference to the present dwelling:

- The rent;
- Type and quality of construction;
- Number of rooms and bedrooms;
- Amount of habitable living space;
- Location factors including, among others, public utilities, public and

commercial facilities (including transportation and schools) and

- Such other matters that concern a household as its members contemplate relocation.

2. **Coordination with Other Agencies**

To avoid duplication of efforts and to ensure that necessary information is available at the appropriate time, the Agency shall coordinate its interview activities with the survey activities, if any, of other agencies. Gathering data necessary for social service referrals should be planned in cooperation with social service agencies.

3. **Interview After Person Moves Without Notice**

If the Agency fails to conduct the required interview of any eligible person in a timely and effective manner, the Agency shall make every reasonable effort to identify, locate and interview such person who has moved so that his relocation needs can be determined.

b. **Relocation Records**

Based on information obtained during interviews and from other sources as applicable, the Agency shall prepare and maintain an accurate relocation record for each person to be displaced. The record shall contain a description of the pertinent characteristics of the persons to be displaced and the assistance deemed to be necessary. A displaced person (or any person authorized in writing by such person) shall have the right to inspect such documents containing information relating to him to the extent and in the manner provided by law.

c. **Updating Information**

Information pertaining to the relocation needs of eligible persons occupying each parcel of real property with respect to which the Agency has initiated negotiations for acquisition shall be updated at least annually. Eligible persons shall be encouraged to bring any change in their needs to the attention of the Agency.

3.4 **Relocation Site Office**

The Agency may, as it deems necessary, establish a site office, which is accessible to all area residents, and businesses that may be displaced to provide relocation assistance. Any such office shall be staffed with trained and/or experienced relocation personnel. Office hours shall be scheduled to accommodate persons unable to visit the office during normal business hours. The Agency may also make provision for meeting with displaced persons in their homes or places of business.

3.5 Contracting for Relocation Services

The Agency may enter into a contract with any individual, firm, association, corporation or governmental agency having an established organization for conducting relocation assistance programs, for the purpose of providing relocation advisory assistance.

3.6 Coordination of Relocation Assistance

The Agency shall coordinate its relocation assistance program with other work necessitating displacement of persons, and with activities of other public entities in the City or nearby areas, for the purpose of planning relocation activities and coordinating the availability of replacement dwelling resources in the implementation of the Agency's relocation assistance program.

SECTION IV. RELOCATION PLANS

4.1 Overall Relocation Plan

Since the Agency's actions will only result in an insignificant amount of non-residential displacement, the Agency is not required to prepare an Overall Relocation Plan.

4.2 Special Relocation Plans

As soon as possible following the initiation of negotiations and prior to proceeding with any phase of a project or other activity that will result in displacement, the Agency shall prepare a Specific Relocation Plan and submit it for approval to the governing board of the Agency.

4.3 Method of Providing Last Resort Housing

If the Agency determines to use its funds, or the funds authorized for the project to provide last resort housing, the Agency shall prepare a plan for producing such last resort housing.

The Agency may consult or contract with the City of Las Vegas Housing Authority or other agencies or organizations having experience in the administration or conduct of housing programs to provide technical assistance and advice in the development of the Relocation Plan for last resort housing.

SECTION V. ASSURANCE OF COMPARABLE REPLACEMENT DWELLINGS

5.1 General Requirement

No displaced resident shall be required to move from his dwelling unless, within a reasonable period of time prior to displacement, a comparable replacement dwelling is available to him. The Agency shall assure that, within a reasonable period of time prior to displacement, to the extent that it can be reasonably accomplished, there will be available comparable replacement dwellings equal in number to the number of displaced residents who require such dwellings. In any event, permanent comparable replacement dwellings shall be made available within three (3) years from the time residents are displaced and pending the development of such facilities there shall be available to such displaced residents adequate temporary housing facilities. In the event permanent comparable housing facilities are not available at the time of displacement, the Agency may relocate persons to temporary replacement housing, provided that permanent replacement housing is made available within twelve (12) months of the date of the temporary move.

5.2 Procedures for Identifying Comparable Replacement Dwellings

a. Survey of Available Replacement Dwellings

Within ninety (90) days of the initiation of negotiations to acquire a parcel of real property, the Agency shall initiate a survey of available comparable replacement dwellings. If a recent survey that provides the information identified in Section 5.2 is not available, the Agency shall conduct a survey of the housing market. If a recent survey is available, but it does not reflect more recent, significant changes in housing market conditions, the survey shall be updated or it shall not be relied upon. In the event of delay in carrying out the implementation activity to which the survey pertains, the survey shall be updated at least annually.

b. Information to be Obtained

1. Survey Area

The survey area shall be reasonably related to the displacement area and to the needs and preferences of the persons to be displaced. The survey area shall have specific, relevant characteristics for comparable replacement dwellings which equal or exceed those of the neighborhood from which persons are to be displaced.

2. Gross Number of Comparable Replacement Dwellings

i. General Standard

Only dwelling units which satisfy the standards of comparable replacement dwellings, including locational criteria, shall be counted as a comparable replacement housing resource.

ii. **Uncompleted New Construction or Rehabilitation**

Uncompleted new construction or rehabilitation shall only be counted toward the gross number of comparable replacement dwellings if there is a substantial likelihood that the dwelling units will be available when needed and at housing prices or rental costs within the financial means of the prospective occupants.

iii. **Public Housing**

Public housing, as defined pursuant to Nevada Revised Statutes 315.021, shall only be counted toward the gross number of comparable replacement dwellings if it reasonably can be established that:

- The dwelling units will be available when needed;
- The governmental body providing the subsidy has made, in writing, a reasonably binding commitment of assistance;
- The dwelling units have been inspected and determined to be decent, safe and sanitary and the income ceilings, rent ranges and age restrictions, if any, have been considered;
- The number of dwelling units available in the City exceeds the number of households in need of the dwelling units; provided, however, that this requirement may be waived if:
    - The Agency or another public entity undertakes to provide such public housing specifically as a relocation resource; or
    - The Agency establishes that such public housing will be replaced by last resort housing within two (2) years. To establish that last resort housing will be developed as required, the Agency must have site control with permissive zoning, preliminary plans and conditional commitments for subsidy and financing, or the equivalent, and must identify ownership;
    - With respect to uncompleted new construction or rehabilitation, such publicly subsidized dwelling units are being subsidized to provide relocation resources.

3. **Adjustment for Concurrent Displacement**

The gross number of comparable replacement dwellings in the survey area shall be discounted to reflect concurrent displacement by the federal government and its agencies, including federally assisted projects, as well as displacement by other public entities within the survey area.

c. **Review of Survey Results**

When more than twenty-five (25) households will be displaced, results of the survey of comparable replacement dwellings shall be submitted for review to local housing, development and planning agencies and shall be compared to other existing information on housing.

Notwithstanding the results of the survey of comparable replacement dwellings, if the demand for housing is such that there are no vacancies other than those permitted by turnover, the Agency may proceed to displace residents from dwellings, but only to the extent that the Agency obtains referrals of comparable replacement dwellings for such residents in accordance with the provisions of Section 5.3.

5.3 **Referrals to Comparable Replacement Housing**

The Agency shall obtain at least one referral to comparable replacement housing for each displaced resident. The Agency shall endeavor to provide additional referrals to comparable replacement housing, as available and appropriate. Such referrals shall be in writing, in a language understood by the displaced resident.

The Agency's obligation to obtain a comparable replacement dwelling for any displaced resident shall be deemed to be satisfied if such resident is offered and refuses, without justification, the specifically identified comparable replacement dwellings provided for in this Section.

5.4 **Temporary Move**

a. **Use of Temporary Replacement Housing**

The Agency may relocate displaced residents to temporary replacement housing under the conditions provided in this Section. Such housing shall meet the standards of an adequate replacement dwelling.

The Agency shall minimize, to the greatest extent feasible, the use of temporary replacement housing. Temporary replacement housing may be used, among other appropriate times, when a project plan anticipates moving individuals back into completed project accommodations.

b. **Relocation Assistance and Payments**

The Agency shall provide displaced residents who move to temporary replacement housing with relocation assistance, services and benefits designed to achieve permanent relocation of such residents into comparable replacement dwellings.

c. **Assurances Prior to Temporary Move**

Prior to any temporary move, the Agency shall determine and provide written assurance to each displaced resident that:

- Referral to comparable replacement housing will be made at the earliest possible time;

- Comparable replacement dwellings will be made available on a priority basis, to the individual or family who has been temporarily rehoused;

- The move to temporary replacement housing will not affect a claimant's eligibility for a replacement housing payment nor deprive him of the same choice of replacement dwelling units that would have been made available had the temporary move not been made and the costs of a temporary move will not be considered as all or a part of relocation payments to which a displaced resident is entitled;

- If a project plan anticipates moves back into housing accommodations in the project area, the resident who has been temporarily displaced will be given priority opportunity to obtain such housing accommodations;

- The Agency will pay all costs in connection with the move to temporary replacement housing, including increased housing costs.

5.5 **Provision of Last Resort Housing**

a. **Authorization Methods**

If comparable replacement dwellings are not available and the Agency determines that such housing cannot otherwise be made available, the Agency shall use funds authorized for the project for which the real property, or interest thereof is being acquired to provide such housing.

The Agency may expend funds and take such other actions as necessary to provide, rehabilitate or construct last resort housing pursuant to an approved plan for last resort housing through methods including but not limited to the following:

- Transfer of funds to state and local housing agencies;

- Contract with organizations experienced in the development of housing;

- Direct development, rehabilitation or construction by the Agency;

- Finance development, rehabilitation or construction by the Agency;

- Provide housing subsidies as permitted by law.

Whenever practicable, the Agency shall utilize the services of federal, State or local housing agencies, or other agencies having experience in the administration or conduct of similar housing programs. Where several agencies are administering programs resulting in residential displacement, opportunities shall be sought for joint development and financing to aggregate resources in order to most

efficiently provide last resort housing in sufficient quantity to satisfy the aggregate needs of such programs.

b. **Nondiscrimination; Affirmative Action**

All contracts and subcontracts for the construction, rehabilitation or management of last resort housing shall be let without discrimination as to race, color, religion, ancestry, national origin, sex, marital status, other arbitrary circumstance and pursuant to an affirmative action program. The Agency will encourage participation by minority persons in all levels of construction, rehabilitation, planning, financing and management of last resort housing. When the housing will be located in areas of minority concentration, the Agency will utilize its reasonable best efforts to seek to secure significant participation of minorities in these activities. The Agency will require that, to the greatest extent reasonably feasible, opportunities for training and employment arising in connection with the planning, construction, rehabilitation and operation of last resort housing be given to persons of low income residing in the area of such housing and will determine and implement means to secure the participation of small businesses in the performance of contracts for such work.

c. **Conformity With Statutes and Regulations**

The provision of last resort housing by the Agency shall be in accordance with the provisions of Section 1 of the Civil Rights Act of 1966, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1988, the U.S. Civil Rights Act, the Nevada Fair Housing Law, and regulations issued pursuant thereto.

d. **Monitoring Housing Production**

The Agency shall monitor the production of the last resort housing to ensure that it is in accordance with the plan for last resort housing approved by the Agency.

e. **Retention of Benefits Upon Move to Last Resort Housing**

The Agency shall not require a displaced resident to accept last resort housing in lieu of the displaced resident's acquisition payment, if any, for the real property from which he is displaced or the relocation payments for which he may be eligible.

5.6 **Move to Substandard Dwelling Unit**

The Agency shall inspect each replacement dwelling prior to the time a displaced resident occupies it. The Agency shall not induce or encourage a displaced resident to acquire a dwelling which does not satisfy the standards of a comparable replacement dwelling.

If a displaced resident occupies a dwelling unit to which he is referred by the Agency and the dwelling unit does not satisfy the standard of a comparable replacement dwelling, the Agency shall offer to locate such a dwelling for the displaced resident and to pay again all moving and related expenses.

If a displaced resident chooses not to move from a substandard dwelling unit he has occupied, the displaced resident shall nevertheless be eligible to receive relocation assistance and payments if one of the following conditions is met:

- If he occupied the substandard dwelling unit following referral by the Agency; or
- If the rental or purchase of the substandard dwelling unit is the result of the Agency's failure to identify a reasonable number of comparable replacement dwellings; or
- If the purchase of the substandard dwelling unit is not the result of the Agency's referral or failure to refer, where the substandard dwelling unit is brought into compliance with the decent, safe and sanitary standard.

In the event the condition met is the third condition, any replacement housing payment shall be limited to the amount that would be provided in connection with the purchase of a similar, comparable replacement dwelling, or the sum of the actual costs of acquisition (including incidental expenses) and rehabilitation, whichever is less.

5.7 **Waiver of Requirement for Replacement Dwelling Prior to Displacement**

When immediate possession of the real property is of crucial importance and one of the following circumstances exists, the Agency may require an eligible displaced resident to move from his dwelling before a comparable replacement dwelling or temporary adequate replacement dwelling is available.

- When displacement is necessitated by a major disaster as defined in Section 102(2) of the “Disaster Relief Act of 1974”;
- During periods of declared national or state emergency;
- When such other extraordinary or emergency situations occur where immediate possession of real property is of crucial importance.

Any waiver of the requirement for replacement dwellings prior to displacement shall be supported by appropriate findings and a determination of the necessity for the waiver.

SECTION VI. RELOCATION PAYMENTS TO DISPLACED RESIDENTS

6.1 Payments Required

The Agency shall compensate a displaced resident for the expenses described in Section VI. A displaced resident who lawfully resides on his business property may be eligible for both the payments described in this Section and the payments to a displaced business provided under Section VII. A person who moves from his dwelling or who moves his personal property therefrom because he is displaced by the Agency from other real property on which he conducts a business shall be eligible only for Actual Reasonable Moving Expenses or an "In Lieu" Payment.

6.2 Actual Reasonable Moving Expenses

A displaced resident shall be compensated for the actual reasonable expenses incurred in moving himself and his family, including moving personal property. In all cases, the amount of a payment shall not exceed the reasonable cost of accomplishing the activity in connection with which a claim has been filed.

The moving and related expenses for which claims may be filed shall include:

- Transportation of persons and property not to exceed a distance of fifty (50) miles from the site from which the resident was displaced, except where the Agency determines that relocation beyond fifty (50) miles is justified;

- Packing, crating, unpacking and uncrating personal property;

- Such storage of personal property, for a period generally not to exceed twelve (12) months, as determined by the Agency to be necessary in connection with relocation;

- Insurance of personal property while in storage or transit;

- The reasonable replacement value of property lost, stolen or damaged (not through the fault of the displaced resident, his agent or employee) in the process of moving, where insurance covering such loss, theft or damage is not reasonably available;

- Cost of disconnecting, disassembling, dismantling, removing, reassembling, reconnecting and reinstalling machinery, equipment or other personal property not acquired by the Agency, including connection charges imposed by public utilities for starting utility service.

6.3 **Alternate Payments**

A displaced resident who is eligible for a payment for actual reasonable moving expenses may elect to receive, and shall be paid, in lieu of such payment, a moving expense and dislocation allowance which shall be determined according to a schedule established by the Agency. The schedule shall be consistent with the residential moving expense and dislocation allowance payment schedule established by Part 24 of Title 49 of the Code of Federal Regulations.

6.4 **Replacement Housing Payments for Displaced Homeowners**

a. **Amount of Payment**

The Agency shall make to a displaced resident who meets the eligibility requirements of Section 6.4.b. a payment not to exceed a combined total of $22,500, for:

- The amount, if any, which when added to the acquisition cost of the dwelling acquired for the project equals the reasonable cost of a comparable replacement dwelling. This amount shall not exceed the difference between the acquisition price of the acquired dwelling and the actual purchase price of the replacement dwelling;

- The amount, if any, to compensate the displaced resident for any increased interest cost he is required to pay for financing the acquisition of a replacement dwelling. The payment shall not be made unless the dwelling acquired by the Agency was encumbered by a bona fide mortgage which was a valid lien on the dwelling for not less than one hundred eighty (180) days prior to the initiation of negotiations for acquisition of such dwelling. (This time requirement may be modified in accordance with the provisions of Section 6.4.b. below);

- Reasonable expenses incurred by the displaced resident incident to the purchase of the replacement dwelling, but not including prepaid expenses;

- The cost of rehabilitating a dwelling which does not satisfy the decent, safe and sanitary standard.

b. **Eligibility**

A displaced resident is eligible for a replacement housing payment if such person satisfies the following conditions:

- Is displaced from a dwelling that is acquired;

- Has actually owned and occupied the dwelling from which he is displaced as a permanent or customary and usual place of abode for not less than one hundred eighty (180) days prior to the initiation of negotiations for acquisition of such dwelling. If an owner satisfies all but the one hundred eighty (180) day requirement and can establish to the satisfaction of the Agency that he bought the

dwelling with the intention of making it his place of residence, that the move was not motivated by a desire to receive relocation assistance and benefits and that he neither knew nor should have known that public acquisition was intended, the Agency may reduce the requirement as necessary;

- Purchases and occupies a replacement dwelling within one (1) year subsequent to the date on which he received final payment from the Agency for all costs of the acquired dwelling or the date on which he moved from the acquired dwelling, whichever is later. Where, for reasons beyond the control of the displaced resident, completion of construction, rehabilitation or relocation of a replacement dwelling is delayed beyond the date by which occupancy is required, the Agency shall determine the date of occupancy as the date the displaced resident enters into a contract for such construction, rehabilitation or relocation or for the purchase, upon completion, of a dwelling to be constructed or rehabilitated if, in fact, the displaced resident occupies the replacement dwelling when the construction or rehabilitation is completed. Where, for reasons of hardship or circumstances beyond the control of the displaced resident, such person is unable to occupy the replacement dwelling by the required date, the Agency may extend the deadline as necessary. If by the deadline the displaced person has contracted to purchase a replacement dwelling, the Agency will extend the deadline to the extent reasonable. No person otherwise eligible for payment shall be denied such eligibility as a result of being unable, because of a major state or national disaster, to meet the occupancy requirements contained herein.

c. **Computation of Replacement Housing Payment**

1. **Reasonable Cost of Comparable Replacement Dwelling**

In determining the reasonable cost of a comparable replacement dwelling, the Agency shall use one of the following methods:

- Comparative Method. On a case by case basis by determining the listing price of dwellings which have been selected by the Agency and which are most representative of the acquired dwelling unit and meet the definition of a comparable replacement dwelling. Whenever possible, the listing price of at least three dwellings shall be considered; or

- Schedule Method. Where the Agency determines the comparative method is not feasible, it may establish a schedule of reasonable acquisition costs for the various types of comparable replacement dwellings. The Agency shall cooperate with other entities causing displacement in the area to establish a uniform schedule. The schedule shall be based on a current analysis of the market to determine a reasonable cost for each type of dwelling to be purchased. In large urban areas, the analysis may be confined to the sub-area from which persons are displaced or may cover several different sub-areas if they satisfy or exceed the criteria for a comparable replacement dwelling. To assure the greatest

comparability of dwellings in any analysis, the analysis shall be divided into classifications of the type of construction, number of bedrooms and price ranges; or

- Alternative Method. Where the Agency determines that neither the schedule nor comparative method is feasible in a given situation, by the use of another reasonable method selected by the Agency.

Whichever method is selected, the cost shall be updated to within three months of the date of purchase of the replacement dwelling.

2. **Increased Interest Cost**

Increased interest cost shall be equal to the discounted present value of the difference between the aggregate interest applicable to the amount of the principal of the mortgage on the acquired dwelling over its remaining term at the time of acquisition, and other debt service costs, and the aggregate interest paid on the mortgage on a replacement dwelling, and other debt service costs. The term and amount of the mortgage on the replacement dwelling for the purposes of this Section shall be the lesser of the remaining term and amount of the mortgage on the acquired dwelling, or the actual term and amount of the mortgage on the replacement dwelling. The amount of the debt service cost with respect to the replacement dwelling shall be the lesser of the debt service cost based on the cost required for a comparable replacement dwelling, or the debt service cost based on the actual cost of the replacement dwelling.

Prepaid interest or "points" shall be considered in the determination of the aggregate interest.

In calculating the amount of compensation, increased interest cost shall be reduced to discounted present value using the prevailing interest rate paid on savings deposits by commercial banks in the general area in which the replacement dwelling is located.

3. **Expenses Incidental to the Purchase of the Replacement Dwelling**

The replacement housing payment shall include the amount necessary to reimburse the displaced resident for actual costs incurred by him incident to the purchase of the replacement dwelling, including but not limited to the following:

- Legal, closing and related costs including title search, preparing conveyance contracts, notary fees, surveys, preparing drawings or plans and charges paid incident to recordation;

- Lender, FHA, VA or similar appraisal costs;

- FHA, VA, or similar application fee;

- Cost for certification of structural soundness;

- Credit report charges;
- Charge for owner's and mortgagee's evidence of assurance of title;
- Escrow agents fee;
- Sales and transfer taxes.

Payment for any such expenses shall not exceed the amount attributable to the purchase of a replacement dwelling. Such expenses shall be reasonable and legally required or customary in the State of Nevada.

Reimbursement shall not be made under the provisions of this Section for any fee, cost, charge or expense which is determined to be a part of the debt service or finance charge under Title I of the Truth in Lending Act and Regulation Z issued pursuant thereto by the Board of Governors of the Federal Reserve System. Any such sum should be considered in the determination of increased interest cost.

d. **Multi-Family Dwelling**

In the case of a displaced homeowner who is required to move from a one-family unit of a multi-family building which he owns, the replacement housing payment shall be based on the cost of a comparable one-family unit in a multifamily building of approximately the same density or, if that is not available in a building of the next less density, or, if a comparable one-family unit in such a multi-family building is not available, the cost of any otherwise comparable single-family structure.

e. **Homeowner Retention of Dwelling**

If a displaced homeowner elects to retain, move and occupy his dwelling, the amount payable as the replacement housing payment is the difference between the acquisition price of the acquired property and the sum of the moving and restoration expenses, the cost of correcting decent, safe and sanitary deficiencies, if any, and the actual purchase price of a comparable relocation site. The payment shall not exceed the amount of the replacement housing payment to which the homeowner would otherwise be entitled.

f. **Lease of Condominium**

For the purpose of this Section, the leasing of a condominium for a ninety-nine (99) year period, or for a term which exceeds the life expectancy of the displaced resident as determined by the most recent life tables in Vital Statistics of the United States, as published by the Public Health Service of the Department of Health, Education and Welfare or successor acceptable index, shall be deemed a purchase of the condominium.

6.5 **Replacement Housing Payments for Tenants and Certain Others**

a. **Amount of Payment**

The Agency shall make to a displaced resident who meets the eligibility requirements of Section 6.5.b. a payment not to exceed Five Thousand Two Hundred Fifty and No/100ths Dollars ($5,250.00) for either:

- An amount necessary to enable such person to lease or rent a comparable replacement dwelling for a period not to exceed forty-two (42) months; or

- An amount necessary to enable such person to make a down payment on the purchase of a decent, safe and sanitary replacement dwelling (including incidental expenses described in Section 6.4.c.3).

b. **Eligibility**

A displaced resident is eligible for a replacement housing payment if such person satisfies the following conditions:

- Has actually and lawfully occupied the dwelling from which he is displaced for a period of not less than ninety (90) days prior to the initiation of negotiations for acquisition of such dwelling. If a resident satisfies all but the ninety (90) day requirement and can establish to the satisfaction of the Agency that he occupied the dwelling with the intention of making it his place of residence, that the move was not motivated by a desire to receive relocation assistance and benefits, and that he neither knew nor should have known that public acquisition was intended, the Agency may reduce the requirements as necessary.

- Is not eligible to receive a replacement housing payment for homeowners or elects not to receive such payment. Where the displaced resident is the owner-occupant of the dwelling for at least ninety (90) days but not more than one hundred eighty (180) days immediately prior to the initiation of negotiations for the acquisition of the dwelling, the payment made under Section 6.5.a. shall not exceed the amount of payment to which the resident would be entitled under Section 6.4.a.

- The displaced resident shall, within one (1) year from the date of displacement, rent or purchase (as the case may be) and occupy a decent, safe and sanitary replacement dwelling. Where for reasons beyond the control of the displaced resident, completion of construction, rehabilitation or relocation of a replacement dwelling is delayed beyond the date by which occupancy is required, the Agency shall determine the date of occupancy to be the date the displaced resident enters into a contract for such construction, rehabilitation or relocation or for rental or purchase, upon completion, of a dwelling to be constructed or rehabilitated, if, in fact, the displaced person occupies the replacement dwelling when the

construction or rehabilitation is completed. Where, for reasons of hardship or circumstances beyond the control of the displaced resident, such person is unable to occupy the replacement dwelling by the required date, the Agency may extend the deadline as necessary. If by the deadline the displaced person has contracted to rent or purchase a decent, safe and sanitary replacement dwelling, the Agency will extend the deadline. No person otherwise eligible for payment shall be denied such eligibility as a result of his being unable, because of a major state or national disaster, to meet the occupancy requirements contained herein.

In implementing the URA, it is the intent that special consideration shall be given to assisting any displaced resident 62 years of age or older to locate or lease or rent a comparable replacement dwelling.

c. **Computation of Replacement Housing Payment**

1. **Rental Assistance Payment**

The amount of payment necessary for a displaced resident to lease or rent a comparable replacement dwelling shall be computed by subtracting forty-two (42) times the base monthly rental of the displaced resident, from forty-two (42) times the monthly rental or a comparable replacement dwelling; provided, that in no case may such amount exceed the difference between forty-two (42) times the base monthly rental and forty-two (42) times the monthly rental actually required for the replacement dwelling occupied by the displaced resident.

Base Monthly Rental. The base monthly rental shall be the lesser of:

- The average monthly rental paid by displaced resident for the three (3) month period prior to initiation of negotiations; and

- Thirty percent (30%) of the displaced resident's average monthly gross income.

Where the displaced resident was the owner of the dwelling from which he was displaced or was not required to pay rent for that dwelling, or where the rental is unrealistically low, the economic rent shall be used in lieu of the average monthly rental to calculate base monthly rental.

Rental for Comparable Replacement Dwelling. The monthly rental for a comparable replacement dwelling shall be determined by the Agency using one of the following methods:

- Comparative Method. On a case by case basis, by determining the listing rental of dwellings which are most representative of the acquired dwelling and meet the definition of a comparable replacement dwelling. Whenever possible, the listing rental of at least three (3) dwellings shall be considered; or

- Schedule Method. Where the Agency determines the comparative method is not feasible, it may establish a schedule of reasonable rental charges for the various types of comparable replacement dwellings. The Agency shall cooperate with other entities causing displacement in the area to establish a uniform schedule.

The schedule shall be based on a current analysis of the market to determine a reasonable rental charge for each type of dwelling to be rented. The analysis may be confined to other sub-areas from which the persons are displaced or may cover several different sub-areas, if they satisfy or exceed the criteria for a comparable replacement dwelling. To assure the greatest comparability of dwellings in any analysis, the analysis shall be divided into classifications of the type of construction, number of bedrooms and range of rental charges; or

- Alternative Method. Where the Agency determines that neither the schedule nor comparable method is feasible in a given situation, by the use of another reasonable method selected by the Agency.

Whichever method is selected the cost shall be updated to within three (3) months of the date of rental of the replacement dwelling.

In calculating the base monthly rental and the rental for a comparable replacement dwelling the Agency will include as a component of rent the cost or estimated cost of utilities, but not including telephone service.

Last Resort Housing. Payments will be made to eligible displaced residential occupants in accordance with the Uniform Relocation Act (URA) and NRS 342 in accordance with procedures developed by the Agency.

2. **Down payment Assistance Payment**

The down payment for which a payment specified in Section 6.5.a. may be made, shall not exceed the amount of a reasonable down payment for the purchase of a comparable replacement dwelling where such purchase is financed, plus expenses incident to the purchase of a replacement dwelling computed in accordance with Section 6.4.c. The full amount of a down payment shall be applied to the purchase of the replacement dwelling and shall be shown on the closing statement or other document acceptable to the Agency.

d. **Rental Payments for Displaced Homeowners and Dependents**

1. **Homeowners**

A displaced homeowner who elects to rent rather than purchase a replacement dwelling and who meets the eligibility requirements of Section 6.5.b. is eligible for the rent differential payment specified in Section 6.5.c.

2. **Dependents**

A dependent who is residing separate and apart from the person or family providing support, whether such separate residence is permanent or temporary, shall be entitled to payment under Section 6.5 but such payment shall be limited to the period during which the displaced dependent resides in the replacement dwelling. For the purposes of this Section, “dependent” shall be a person who derives fifty-one percent (51%) or more of his income in the form of gifts,

from any private person or any academic scholarship or stipend. Full-time students shall be presumed to be dependents but may rebut this presumption by demonstrating that fifty percent (50%) or more of their income is derived from sources other than gifts from another private person or academic scholarship or stipends.

Dependents residing with the family of which they are a part shall not be entitled to any payment except as a part of the family.

6.6 **Payments to Residents Displaced from a Mobile Home**

a. **Payments Required**

The eligibility requirements and payment provisions of Section 6.6 are applicable to displaced residents who are owners or tenants of mobile homes.

b. **Moving Expenses: Retention and Move of Mobile Home**

If a mobile home is moved to another site and the displaced resident elects to be compensated for actual reasonable moving expenses (and not an alternate payment pursuant to Section 6.3), then the displaced resident shall be paid an amount for moving expenses determined in accordance with the applicable provisions of Section 7.2.a., Actual Reasonable Moving Expenses for a displaced business.

c. **Replacement Housing Payments**

The Agency shall make a replacement housing payment to a displaced resident who is displaced from his mobile home in the following situations:

- A resident who owns a mobile home and site, and as a replacement purchases both a dwelling and site, shall be provided a payment in accordance with Section 6.4. A resident who owns a mobile home and site, and as a replacement rents both a dwelling and site, shall be provided a payment in accordance with Section 6.5.

- A resident who rents a mobile home and site, and as a replacement rents or purchases a dwelling and site, shall be provided a payment in accordance with Section 6.5.

- A resident who owns a mobile home and site, and as a replacement purchases a dwelling and rents a site, shall be provided a payment in accordance with Sections 6.4 and 6.5. The payment shall be limited to the lesser of:

    - The amount necessary to purchase a conventional comparable replacement dwelling; or

    - The amount necessary to purchase a replacement mobile home (in accordance with Section 6.4) plus the amount necessary to rent a replacement site (in accordance with Section 6.5). In calculating this

amount, the economic rent for the site shall be used in lieu of average monthly rental to determine base monthly rent.

- A resident who owns a site from which he moves a mobile home shall be provided a payment under Section 6.4 if he purchases a replacement site and under Section 6.5 if he rents a replacement site.

- A resident who owns a mobile home which is acquired and rents the site shall be provided payment as follows:

    - If a mobile home is not available, the amount required to purchase a conventional replacement dwelling (in accordance with Section 6.4);

    - The amount necessary to purchase a replacement mobile home (in accordance with Section 6.4) plus the amount necessary to lease, rent or make a down payment on a replacement site (in accordance with Section 6.5); or

    - If he elects to rent a replacement mobile home and site, the amount required to do so in accordance with Section 6.5. In calculating this payment, the average monthly rental shall equal the economic rent for the mobile home plus the actual rent for the site.

Similar principles shall be applied to other possible combinations of ownership and tenancy upon which a claim for payment might be based.

6.7 **Proration of Payments**

For the purpose of calculating an alternate payment under Section 6.3, or a replacement housing payment under Sections 6.4 or 6.5, two or more individuals (whether they are members of one family or not) living together in, and displaced from, a single dwelling shall be regarded as one displaced resident. If two or more such individuals submit more than one claim, an eligible claimant for a payment may be paid only his reasonable pro -rata share (as determined by the Agency) of the total payment applicable to a single displaced resident. The total of the payments made to all such claimants moving from the dwelling unit shall not exceed the total payment allowed to be made to a single displaced resident.

Where a tenant is sharing a single-family dwelling with an owner-occupant, the tenant shall not be entitled to more than one-half of the replacement housing payment otherwise payable. The owner-occupant shall not be required to share the payment to which he is entitled or to accept a prorated amount.

SECTION VII. RELOCATION PAYMENTS TO DISPLACED BUSINESSES

7.1 Payments Required

The Agency shall compensate the owner of a displaced business for the expenses described in Sections 7.2, 7.3 or 7.5, whenever the acquisition of real property used for a business causes the business to move from other real property upon which the same business is conducted, or to move its personal property therefrom. Such business shall receive payments for moving and related expenses under Sections 7.2 and 7.3 in connection with its move from such other real property.

7.2 Moving Expenses

a. Actual Reasonable Moving & Related Expenses

A displaced business shall be compensated for the actual reasonable expenses incurred for moving the business including moving personal property. In all cases, the amount of payment shall not exceed the reasonable cost of accomplishing the activity in connection with which a claim has been filed.

The moving and related expenses for which claims may be filed shall include:

- Transportation of persons and property not to exceed a distance of fifty (50) miles from the site from which the business was displaced, except where the Agency determines that relocation beyond such distance of fifty (50) miles is justified;

- Packing, crating, unpacking, and uncrating personal property;

- Storage of personal property for a period generally not to exceed twelve (12) months, as determined by the Agency to be necessary in connection with relocation;

- Insurance of personal property while in storage or transit;

- The reasonable replacement value of property lost, stolen, or damaged (not through the fault or negligence of the displaced business, its agents or employees) in the process of moving, where insurance covering such loss, theft or damage is not reasonably available;

- The cost of disconnecting, dismantling, removing, reassembling, reconnecting and reinstalling machinery, equipment or other personal property (including goods and inventory kept for sale) not acquired by the Agency, including connection charges imposed by public utilities for starting utility service;

- The cost of any addition, improvement, alteration or other physical change in or to any structure or its premises in connection with the reassembling, reconnection or reinstallation of machinery, equipment or other personal property At the sole

discretion of the Agency, the cost of any addition, improvement, alteration or other physical change otherwise required to render such structure, premises or equipment suitable for the business use; the cost of any addition, improvement, alteration or other physical change necessary to bring such structure or premises into compliance with applicable building and safety codes; the cost of modifying the machinery, equipment or other personal property to adapt it to the replacement location or to utilities available at the replacement location or the cost of modifying the power supply; claims for reimbursement of all such costs shall be subject to the following limitations:

- The cost shall be directly related to displacement;

- Reimbursable costs shall be reasonable in amount;

- The cost shall be found by the Agency to be required by law or ordinance or to be otherwise necessary to the reestablishment of the displaced business;

- The cost could not be avoided or substantially reduced at an alternate available and suitable site to which the business was referred;

- The Agency shall deduct, on the basis of a reasonable estimate, the amount, if any, realized by the displaced business concern as compensation for comparable additions, improvements, alterations or other physical changes to the structure and premises acquired, as part of the payment made for the acquisition of such structure and premises;

- Such payments as are subject to the conditions and limitations established by the Agency for the administration of such benefits;

- The cost of any license, permit or certification required by a displaced business concern to the extent such cost is necessary to the reestablishment of its operation at a new location;

- The Reasonable Cost of Consultants including: architects, engineers or others providing general or specialized services necessary for (i) planning the move of the personal property or (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location. For purposes of this paragraph, and in order to avoid duplication of payment, all such services shall not be deemed "necessary" when the services have been or will be provided by the Agency or consultants retained by the Agency. The necessity of other services not provided by the Agency shall be determined by the Agency. Payment for all of the above necessary services must be approved in writing by the Agency prior to their use. Information on the area of expertise and the qualifications of such persons must be provided for

review and a reasonable hourly rate or fee must be approved by the Agency before any costs are incurred otherwise such services are not reimbursable. An itemized statement of all services shall be provided to the Agency stating the dates of such services; the location where services were provided; the name, address and telephone number of the person or firm providing services.

Where an item of personal property which is used in connection with any business is not moved but is replaced with a comparable item reimbursement in an amount not to exceed the lesser of:

- The reasonable replacement cost of the personal property, minus net proceeds (if any) realized from the sale of all or part of this property, or

- The estimated reasonable cost of moving the personal property, as determined by the Agency.

In order to obtain a payment under this paragraph, the displaced business shall make a bona fide effort to sell the personal property for which the payment is claimed at the highest price offered after reasonable efforts have been made over a reasonable period of time to interested prospective purchasers. The displaced business shall be reimbursed for the reasonable costs of such effort to sell the tangible personal property, subject to the following limitations:

- The reasonable cost of advertising the move, and of obtaining replacement business cards, stationery and business forms customarily kept by comparable business enterprises.

- Where, in the judgment of the Agency, the cost of moving any item of personal property of low value and high bulk which is used in connection with any business would be disproportionate in relation to its value, the allowable reimbursement for the expense of moving such property shall not exceed the difference between the cost of replacing the same with a comparable item available on the market and the amount which would have been received for such property on liquidation. This provision may in appropriate situations be applied to claims involving the moving of junkyards, stockpiles, sand, gravel, minerals, metals and similar property.

- A displaced business which conducts a lawful activity primarily for assisting in the purchase, sale, resale, manufacture, processing or marketing of products, commodities, personal property or services by the erection and maintenance of outdoor advertising displays is entitled to payment for the reasonable cost of moving such displays or their in-place value, whichever is less.

b. **Actual Direct Loss of Tangible Personal Property**

A displaced business shall be compensated for the actual direct loss of tangible personal property of the displaced business or farm operation attributable to moving or discontinuing such business. The

total amount of the payment by the Agency for such loss shall not exceed an amount equal to the estimated reasonable cost of moving the personal property, as determined by the Agency. Subject to such limitation, the actual direct loss of personal property for which claims may be filed shall be determined by appraising either:

- The in-use value (fair market value of the personal property for continued use at its location prior to displacement) minus net proceeds realized from the sale of all or part of the property; or

- The in-use value of personal property, in the event the property cannot be sold and is abandoned.

The actual direct loss of personal property shall be computed and based on an appraisal obtained by either the Agency or the displaced business, and approved by the other.

In order to obtain a payment for the actual direct loss of personal property, the displaced business shall make a bona fide effort to sell the personal property for which the loss is claimed at the highest price offered after reasonable efforts have been made over a reasonable period of time to interested prospective purchasers. The reasonable cost of an effort to sell the personal property shall be added to the determination of loss under this Section.

In the event personal property which is sold or abandoned is promptly replaced with a comparable item, no payment for the actual direct loss of such personal property shall be made to the displaced business by the Agency; instead, the displaced business shall be paid the amount specified in Section 7.2.a.

c. **Actual Reasonable Searching Expenses**

Actual Reasonable Expenses incurred in searching for a replacement business site which may include: transportation within a radius of fifty (50) miles from the boundaries of the City, meals and lodging, if necessary, an amount to cover time spent during normal working hours (based on an actual confirmed hourly wage rate not to exceed $10 per hour) and proven reasonable fees paid to a real estate broker or agent to locate a new site. The maximum total amount of reimbursement for searching expenses for a new location is $1,000. Invoices, bills, receipts and a completed Agency Searching Cost Form must be certified and submitted for all expenses claimed. Costs incurred in inspecting sites beyond a fifty (50) mile radius are not eligible. In exceptional cases, and with prior written approval of the Agency, an amount over the $1,000 may be authorized when circumstances warrant.

7.3 **Reestablishment Expenses**

For purposes of this section, a “small business” is any business, nonprofit organization or farm that has at least one individual (employee or business owner) but not more than 500 working at the project site. However, a part-time business in the displacement dwelling that does not contribute materially to the household's income is not eligible for this payment.

In addition to Payment for Actual Reasonable Moving Expenses, a small business or nonprofit organization shall be compensated in an amount not to exceed $10,000 for actual reasonable expenses incurred in reestablishing the small business or nonprofit organization at its new site, including:

- Repairs or improvements to the replacement real property as required by federal, state or local law, code or ordinance.
- Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
- Construction and installation of new exterior advertising sign(s) not to exceed $1,500.
- Provision of utilities from the right-of-way to improvements on the replacement site.
- Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
- Licenses, fees and permits that are not eligible under Section 7.2.a.
- Feasibility surveys, soil testing and marketing studies.
- Advertisement of the replacement location, not to exceed $1,500.
- Professional services and incidental expenses in connection with the purchase or lease of a replacement property.
- Estimated increased costs of operation during the first two (2) years at the replacement site, not to exceed $5,000 for such items as:
    - Lease or rental charges
    - Personal or real property taxes
    - Insurance premiums
    - Utility charges, excluding impact fees.
- Impact fees or one-time assessments for anticipated heavy utility usage.
- Other reestablishment expenses determined by the Agency to be essential to reestablishment of the business, nonprofit organization or farm that are not listed as ineligible in Section 7.4.

7.4 Eligibility

A displaced person is eligible for payment of moving, reestablishment and related expenses to the extent that the Agency determines such expenses to be reasonable and necessary. The Agency may limit reimbursement to the amount required to accomplish the objective of the payment by the least costly method that does not cause undue hardship.

a. Ineligible Expenses

- Loss of goodwill;
- Loss of profits;
- Loss of trained employees;
- Personal Injury;
- Interest on a loan to cover any costs of moving or reestablishment expenses;
- Any legal fees or other cost for preparing a claim for a relocation payment or for representing the claimant before the Agency;
- The cost of moving any structure or other real property improvement in which the displaced person reserved ownership. (This does not, however, preclude the computation under Paragraph 6.4.e.),
- Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

b. Limited Eligibility

- The cost of physical changes to the real property is ineligible except as provided in Section 7.2.a. and Section 7.3.
- The purchase of capital assets (e.g., office furniture, machinery or trade fixtures), manufacturing materials, production supplies or product inventory is ineligible except as provided in Section 7.2.a.
- Interior or exterior refurbishments which are solely for aesthetic purposes are ineligible, except as provided for in Section 7.3.

7.5 Alternate Payments

a. Determination of Payments

1. Amount of Payment

A displaced business which moves or discontinues, and which meets the eligibility requirements of Section 7.5.a.2, may elect to receive and shall be paid, in lieu of the payments for which it is otherwise entitled under Section 7.2, a payment equal to the average annual net earnings of the business, except that such payment shall not be less than $1,000 or more than $20,000. Said dollar limitation shall apply to a single business regardless of whether it is carried on under one or more legal entities.

2. Determination of Number of Businesses

In determining whether one or more legal entities, all of which have been acquired, constitute a single business, the following factors among others, shall be considered:

- The extent to which the same premises and equipment are shared;
- The extent to which substantially identical or intimately interrelated business functions are pursued and business and financial affairs are commingled;
- The extent to which such entities are held out to the public, and to those customarily dealing with such entities, as one business;
- The extent to which the same person or closely related persons own, control, or manage the affairs of the entities.

b. Eligibility

A displaced business is eligible for the payment provided for in this Section only if the Agency determines that:

- The business either discontinues or cannot be relocated without a substantial loss of its existing patronage, (measured in terms of loss of clientele or loss of net earnings, at the discretion of the Agency, and the availability of a suitable relocation site);
- The business is not part of a commercial enterprise having another establishment which is not being acquired for a project and which is engaged in the same or similar business;
- The business contributed materially to the income of the displaced person;
- The business operation at the displacement property is not solely for the rental of that real property to another; and

- A business operated out of or located within the dwelling of a residential displacee is eligible for relocation assistance and payments if the Agency determines that it meets the eligibility criteria of a displaced business.

1. **Material Contribution**

To contribute materially means that during the two (2) taxable years prior to the taxable year in which the displacement occurred, or during such other period as the Agency determines to be more equitable, the business operation:

i. Had average annual gross receipts of at least $5,000; or

ii. Had average annual net earnings of at least $1,000; or

iii. Contributed at least one-third percent (33 1/3%) of the owner's or operator's average annual gross income from all sources.

If the Agency determines that the application of these criteria would cause an inequity or a hardship, it shall waive these criteria.

2. **Determination of Average Annual Net Earnings of Business or Farm Operation**

i. For purposes of this Section, the term "average annual net earnings" means one-half (1/2) of any net earnings of the business before federal, state and local income taxes during the two taxable years immediately preceding the taxable year in which the business is displaced from the real property being acquired.

ii. In any case the Agency determines that the two (2) year period prior to displacement is not representative of the average receipts, earnings or income, it may use a more representative period.

iii. To the extent that reported income/profit on tax returns has been reduced by expenses not actually incurred in the base period, such as a loss carry-over from a previous year, or carried back from a later year or declared depreciation in excess of actual or straight-line depreciation, the reported income/profit shall be adjusted by adding back such expense.

iv. To the extent that reported income/profit was inflated by receipts not earned during the base period such as refund of state or local income taxes or income included under the tax benefit rule because a deduction taken in a previous year was disallowed, the reported income/profit shall be adjusted by subtracting such amount.

c. **Non-Profit Organization**

A displaced nonprofit organization is eligible for a fixed payment if it discontinues operations or relocates but is likely to suffer a substantial loss of existing patronage (measured by membership or clientele). A nonprofit organization is assumed to meet this test unless the Agency demonstrates otherwise.

- The payment shall be equal the amount determined by subtracting the average annual administrative expenses from the average annual gross revenue. The determination of average annual expenses and revenues shall be based on the two (2) most recent fiscal years. If the organization has not been in operation for two full years, the Agency shall determine a representative period of operation.

- Gross revenues include membership fees, class or seminar fees, cash donations, tithes, receipts from sales or other methods of funds collections that enable the nonprofit organization to operate.

- Administrative expenses include rent, utilities, salaries of support staff, advertising and fund-raising expenses. Operating expenses, such as salaries of actual staff providing services, are not considered administrative expenses.

If a displaced business does not meet any of the above conditions, the Agency may nevertheless pay it the $1,000 minimum amount, provided that the Agency otherwise determines that such business is in fact a bona fide business.

7.6 **Relocation of Utility Facility**

a. **Definition of Utility Facility**

Utility facility means any electric, gas, water, steam power, nuclear power or materials transmission or distribution system, any transportation system, any communications system, including cable television, and any fixtures, equipment or other property associated with the operation, maintenance or repair of any such system. A utility facility may be publicly, privately or cooperatively owned.

b. **Payment at Agency Discretion**

The Uniform Relocation Act (URA), from which these Rules and Regulations take their primary authority, does not require an Agency to pay for the relocation of a utility facility (system). The Agency may, however, at its sole discretion, elect to pay all or part of the extraordinary expenses incurred in the relocation of a utility facility.

1. **Eligibility**

To be eligible for a payment under this Section, the following criteria must be met:

i. The utility facility (system) legally occupies state or local government property, or property over which the state or local government has an easement or right-of-way; and

ii. The utility facility's right to occupancy of the property exists pursuant to state law or local ordinance specifically authorizing such use or has been granted through a franchise, use and occupancy permit or other agreement; and

iii. Relocation of the utility facility is required by a project or program; and

iv. There is no federal law, other than the URA that establishes a policy requiring the payment to be made; and

v. The payment is permitted by state and local law.

2. **Agreement with Owner**

The Agency and the owner of the utility system must reach prior agreement on the nature of the work to be performed, the costs eligible for reimbursement by the Agency, the interim and permanent financing, the tasks for which each is responsible and the method of accumulating costs and making payment. In reaching agreement, the practices described in the Federal Highway Administration Regulation 23 CFR Part 645, Subpart A, Utility Relocations, Adjustments and Reimbursement, should be followed.

SECTION VIII. CITIZEN PARTICIPATION

8.1 General Requirement

All persons who will be displaced, neighborhood groups and any relocation committee shall be given an opportunity to participate in reviewing the Relocation Plan and monitoring the relocation assistance program.

8.2 Minimum Requirements

At a minimum, the Agency shall guarantee the following:

- Timely and full access to all documents relevant to the relocation program. The Agency may reasonably restrict access to material where its confidentiality is protected by law or its disclosure prohibited by law.

- The Agency shall ensure that the information in documents, the provision of which would result in disclosure of the identity of eligible persons, is provided in a manner designed to avoid such disclosure. This obligation to avoid improper disclosure shall not affect the right of the person to which the information relates, or any other person authorized in writing by such person, to inspect such documents.

- The provision of technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials.

- Prompt, written responses to any written objections or criticism.

SECTION IX. CLAIM AND PAYMENT PROCEDURES

9.1 Filing of Claims

All claims for relocation assistance and payments filed with the Agency shall be submitted within eighteen (18) months of the date on which the claimant receives final payment for the property or the date on which claimant moves, whichever is later. The Agency may extend this period upon a proper showing of good cause.

9.2 Documentation in Support of Claim

a. Moving Expenses

1. Professional Moves

Except in the case of a displaced resident or displaced business electing to self-move. a claim for payment of actual reasonable moving expenses shall be supported by a bill or other evidence of expenses incurred.

Each claim in excess of $1,000 for the costs incurred by a displaced business in moving the business operation shall be supported by competitive bids in such number as are practical. If the Agency determines that compliance with the bid requirement is impractical, or if estimates in an amount less than $1,000 are obtained, a claim may be supported by estimates in lieu of bids.

2. Self Moves

Approval of a self-move shall be conditioned upon whether the displaced person has a permanent replacement site to move to. If so, the Agency may, at its sole discretion, approve a payment for moving expenses, in an amount not to exceed the lowest acceptable bid or estimate obtained by the Agency. A self-move to storage may be approved by the Agency at the Agency's sole discretion.

Reasonable advertising costs related to the move or the sale of personal property in lieu of moving the personal property are considered eligible. Usual advertising costs associated with operating the business are not eligible.

3. Exemption from Public Service Commission Regulations

Whenever the Agency must pay the actual cost of moving a displaced person, the costs of such move shall be exempt from regulation by the State of Nevada Public Service Commission. The Agency may solicit competitive bids from qualified bidders for performance of the work. Bids submitted in response to such solicitations shall be exempt from regulation by the Public Service Commission.

b. **Loss of Property**

A claim by a displaced business for payment for the actual direct loss of tangible personal property pursuant to Section 7.2.b. shall be supported by written evidence of loss which may include appraisals, certified prices, bills of sale, receipts, canceled checks, copies of advertisements, offers to sell, auction records and other records appropriate to support the claim, or the Agency may agree as to the value of the property left in place.

c. **Proof of Earnings**

If a displaced business elects to receive an alternate payment pursuant to Section 7.5 of these Rules and Regulations, the business shall provide proof of its earnings to the Agency. Proof of earnings may be established by income tax returns, financial statements and accounting records or similar evidence acceptable to the Agency.

9.3 **Payment of Moving Expenses**

a. **Advance Payment**

An eligible displaced resident or displaced business may be paid for his anticipated moving expenses in advance of the actual move. The Agency shall provide advance payment whenever later payment would result in financial hardship. Particular consideration shall be given to the financial limitations and difficulties experienced by low and moderate income residents and small business operations.

b. **Direct Payment**

By pre-arrangement between the Agency, the displaced resident or displaced business and the mover, evidenced in writing, the claimant or the mover may present an unpaid moving bill to the Agency, and the Agency may pay the mover directly.

c. **Methods Not Exclusive**

The specific provisions of these Rules and Regulations are not intended to preclude the Agency's reliance upon other reasonable means of effecting a move, including contracting moves and arranging for assignment of moving expense payments by displaced persons.

9.4 **Payments for Replacement Dwellings**

a. **Payment for Purchase of Comparable Replacement Dwelling**

1. **Disbursement of Payment**

When the Agency has determined the amount of the payment for purchase of a comparable replacement dwelling to which the displaced resident is entitled and has verified that the displaced resident occupies a comparable replacement dwelling, payment shall be made to the displaced resident.

2. **Provisional Payment Pending Condemnation**

If the exact amount of a replacement housing payment cannot be determined because of a pending condemnation suit, the Agency may make a provisional replacement housing payment to the displaced homeowner equal to the difference between the Agency's maximum offer for the property and the reasonable cost of a comparable replacement dwelling, but only if the homeowner enters into an agreement that upon final adjudication of the condemnation suit the replacement housing payment will be recomputed on the basis of the acquisition price determined by the court. If the acquisition price as determined by the court is greater than the maximum offer upon which the provisional replacement housing payment is based, the difference shall be refunded by the homeowner to the Agency. If the acquisition price as determined by the court is less than the maximum offer upon which the provisional replacement housing payment is based, the difference shall be paid to the homeowner.

3. **Certificate of Eligibility**

Upon request by a displaced homeowner or tenant who has not yet purchased and occupied a comparable replacement dwelling, but who is otherwise eligible for a replacement housing payment, the Agency shall certify to any interested party, financial institution or lending Agency, that the displaced homeowner or tenant will be eligible for the payment of a specific sum if he purchases and occupies a dwelling within the time limits prescribed.

b. **Rental Assistance Payments**

When the Agency has determined the amount of the rent differential payment to which the displaced resident is entitled and has verified that the displaced resident occupies a comparable replacement dwelling, payment shall be made in a lump sum to the displaced resident.

9.5 **Assistance and Payments to Persons Moving Without Notice**

If the Agency fails to inform any eligible displaced person of the relocation payments and assistance that may be made available by the Agency in a timely manner, the Agency shall make every reasonable effort to identify and locate such person who has moved. Eligible displaced persons who move without offers of assistance and benefits, after the Agency was required to offer assistance and benefits, shall be provided all such assistance and payments for which they otherwise qualify. When appropriate, the Agency shall also compensate such persons for additional costs incurred as a result of the Agency's failure to provide timely notice and offers of relocation assistance and benefits.

9.6 **Termination of Relocation Assistance**

The Agency's relocation obligations cease under the following circumstances:

- A displaced resident moves to a comparable replacement dwelling and receives all assistance and payments to which he is entitled;

- The displaced resident moves to substandard housing, refuses reasonable offers of additional assistance in moving to a decent, safe and sanitary replacement dwelling and receives all payments to which he is entitled;

- All reasonable efforts to trace a person have failed;

- The business concern or farm operation has received all assistance and payments to which it is entitled and has been successfully relocated or has ceased operations;

- A person displaced from his dwelling, business or farm operation refuses reasonable offers of assistance, payments and referrals to comparable replacement dwellings.

SECTION X. RELOCATION ASSISTANCE PROVIDED BY NRS 342

10.1 General Requirement

The State of Nevada offers assistance to businesses being displaced by a Redevelopment Agency above and beyond the requirements of the Uniform Relocation Act. The additional assistance for which a displaced business may qualify as a displacee of a Nevada Redevelopment Agency is described in this Section. Some of the following assistance may appear redundant of assistance described in earlier sections of these Rules and Regulations. In some such instances, relocation assistance described below is an expansion of the relocation benefits discussed in previous sections. Such expansion of payments was mandated by NRS 342.

The provisions of Section X apply only to displacees of designated State of Nevada redevelopment agencies. Persons being displaced by any other entity, public or private, do not qualify for payments and assistance provided for in Section X.

10.2 Physical Changes to Structures

A displaced business may be eligible for a payment to cover the actual, reasonable and necessary costs of alterations and other physical changes that are required to be made to a new location to render it suitable for the operation of the business.

10.3 Modifications to Personal Property

A displaced business may be eligible for a payment to cover the actual, reasonable and necessary costs of modifications made to machinery, equipment and other personal property moved to the new location which were necessary for the operation of the business, except that such costs must not exceed the acquisition cost of the machinery, equipment and other personal property less accumulated depreciation.

10.4 Rent Differential Payment

A displaced business may be eligible for a payment which, when added to the amount that it formerly paid in rent, will enable the business to rent or lease a comparable business location on the current market for a term equal to the period that would have remained on the lease if it had not been terminated as a result of the acquisition of the property or three (3) years, whichever is greater.

10.5 Agency Purchase of Displaced Business

The Agency may pay the fair market value of the business as determined in accordance with Subsections of NRS 279 if the business owner is unable to relocate his business establishment to a comparable new location because of the operation of a governmental ordinance, regulation or restriction or because a comparable business location is not available.

10.6 **Other Assistance**

The displaced business may be determined eligible for other assistance as determined reasonable and necessary by the Agency.

10.7 **Exclusion of Month-to-Month Tenancies**

These provisions do not apply to month-to-month tenancies, nor do they apply to a business which executes an initial lease within one (1) year before the approval of a development agreement or other similar action of a governmental body identifying the property that will be acquired, unless the business is renewing a lease on a site that it has occupied for more than one (1) year before the identification of the property to be acquired.

SECTION XI. GRIEVANCE PROCEDURES

11.1 Purpose

The purpose of the Grievance Procedures is to attempt to resolve disputes between the claimant and the Agency at the lowest possible administrative level while affording the claimant an opportunity to have a full and fair review of his case. Therefore, all relevant evidence should be presented at the lowest level of these proceedings. In any case where such evidence could have been presented at a lower level and the claimant failed to do so, the Relocation Appeals Board may refer the matter back to the lower level for consideration and determination prior to its considering such evidence.

11.2 Right of Review

Initial Determination: Any displaced person or business who is not satisfied with a determination as to eligibility, amount of payment, and failure by the Agency to provide comparable permanent or adequate temporary replacement housing or the Agency's property management practices, or not properly applying appropriate regulations, at his election, may have his claim reviewed and reconsidered in accordance with the following procedures.

A claimant shall request that Agency's designated representative provide him with a full written explanation of the determination and the basis therefor, which explanation shall be provided within three (3) weeks from the date of receipt of the request.

11.3 Informal Oral Presentation

Agency Review: If the claimant feels that the written explanation is incorrect or inadequate, he may request an informal hearing with the Agency Director of Operations or designee.

To obtain an informal hearing before the Relocation Appeals Board, the, claimant must complete a relocation complaint form with the Director within five hundred forty (540) days from the date he moves from the acquired property or receives final compensation for displacement from the property, whichever is later.

- Within fifteen (15) days from the date of receipt of claimant's relocation complaint form for an informal hearing, he will be afforded an opportunity to make an oral presentation, or to request a written review by the Relocation Appeals Board of the relevant documents and written materials submitted by the claimant.

- The claimant may be represented by an attorney or other person of his choosing at the oral hearing (at the cost of the claimant).

- The Director or designee shall prepare a summary of the matters discussed and determinations made during the informal hearing or written review, and serve a copy thereof upon the claimant.

- The Director or designee shall review and reconsider the initial determination of the claimant's case in light of:

    a. All material upon which the Agency based its original determination including all applicable rules and regulations;

    b. The reasons given by the claimant for requesting review and reconsideration of his claim;

    c. Whatever additional written material has been submitted by the claimant; and

    d. Any further information which the Director or designee may, in his discretion, obtain by request, investigation or research to ensure fair and full review of the claim.

- The final determination on review by the Director or designee shall include, but is not limited to:

    a. The Director's or designee's decision on reconsideration of the claim;

    b. The factual and legal basis upon which the decision is based, including any pertinent explanation or rationale; and

    c. A statement of claimant's right to seek within forty-five (45) days further review of his claim by the Relocation Appeals Board and an explanation of the steps the claimant must take to obtain this review.

- The right to a formal hearing shall be conditioned upon first obtaining an informal hearing by the Director or Designee. Subsequent appeals to the Relocation Appeals Board will be at the discretion of the Director of Operations.

11.4 **Request for Formal Review**

If the claimant feels that the Director's or designee's determination following the informal oral hearing, or written review by the Director or designee, is incorrect or inadequate, he may request a formal hearing before the Relocation Appeals Board.

To obtain a formal hearing before the Relocation Appeals Board, the claimant must request in writing that the Director schedule such a hearing. Such request shall be made within thirty (30) days from the date of the Director's or designee's determination following the informal hearing or the Director's or designee's written review.

- Within thirty (30) days from the date of receipt of claimants written request, he will be notified of the formal hearing date. If the claimant requests additional time to prepare material for consideration and shows good cause therefor, the

hearing date shall be continued to another date.

- The Relocation Appeals Board shall have the authority to revise the initial determination or the determination made at an informal hearing, subject to approval thereof by the Agency Director.

- The Relocation Appeals Board shall, at the time it gives notice of the formal hearing date, notify the claimant that he has the right to be represented by an attorney or others, at his own expense, to present his case by oral or documentary evidence; the right to submit oral or documentary evidence; the right to submit rebuttal evidence to conduct such cross examination as may be required for full and true disclosure of facts and the right to seek judicial review once claimant has exhausted administrative appeal

- The Relocation Appeals Board shall review and reconsider the initial determination and/or the determination made at an informal hearing taking into consideration all material upon which the challenged determination was made, air applicable rules and regulations, the reasons given by the claimant for requesting review, any additional relevant evidence, oral or documentary, submitted by either the claimant or the Agency's representatives. No evidence may be relied upon by the Relocation Appeals Board where the claimant has been improperly denied an opportunity to rebut evidence or cross-examine a witness.

- The Relocation Appeals Board shall make its determination within six (6) weeks from the date on which the formal hearing is concluded or the date of receipt of the last material submitted, whichever is later.

- The Relocation Appeals Board's determination shall be made in writing and shall contain its decision, the factual and legal basis upon which the decision is made and a statement informing the claimant of his right to appeal the decision to the Agency Board as provided below.

- The claimant shall be promptly served with a copy of the Relocation Appeals Board's determination.

11.5 **Agency Board Review**

Any person who believes himself to be aggrieved by any final decision of the Relocation Appeals Board may, within five (5) days after notice of such ruling or act, as herein above provided, appeal to the Agency Board by filing with the Agency Director a written statement of the rulings or acts complained of and the reasons for making such appeal. The Director shall thereupon refer such appeal to the Agency Board at its next regular meeting, and the Agency Board shall thereupon fix a time for the hearing of said matter, which time shall be not less than thirty (30) days from the time said appeal is presented to the Agency Board by the Director. On the date thus fixed, or on the date to which said hearing shall have been continued, the Agency Board shall proceed to hear and consider the evidence relating to said matter

and shall make and enter on its minutes its final determination therein. The Agency Board may confirm, modify or set aside the findings of the Relocation Appeals Board, and its determination in the matter shall be final and conclusive. No proceeding or action shall lie against the Agency, Director, Appeals Board or any member of either thereof, nor against any officer, agent or employee of the Agency or City to review or enjoin the enforcement of its determination or orders of the Agency made pursuant hereto, or to recover damages for carrying out such orders in a lawful and reasonable manner, unless such action is commenced within ninety (90) days from and after service of notice of the findings and determination of the Agency. Notice of the determination of the Agency shall be served by the Director upon the person, or persons, taking the appeal in the manner elsewhere in this subdivision provided for service of notices. The effect of any order from which an appeal is taken as herein provided shall be suspended and of no force or effect until such appeal is fully determined.

The claimant shall be deemed to have exhausted his administrative remedies upon the Agency taking action upon his complaint.

11.6 **Time Limits**

The Director may extend any of the time limits specified in this Section upon a showing of good cause. Any refusal to waive a time limit may be reviewed in accordance with the procedures set forth above; provided, however, any request to review shall be made within ninety (90) days from the date of receipt by claimant of written notice that the request to extend time has been denied.

11.7 **Review of Files by Claimant**

The claimant may inspect all files and records bearing upon his claim or the prosecution of the claimant's grievance, except to the extent the confidentiality of the material sought or the disclosure thereof is protected or prohibited by law.

11.8 **Effect of Determination**

Determinations made by the Agency shall be applicable to all eligible persons in similar situations regardless of whether any such eligible person seeks a review. All written determinations shall be filed in the records of the Agency and made available for public inspection.

11.9 **Right to Counsel**

Any claimant has the right to be represented by an attorney at his expense at any and all stages of the proceedings set forth in this Section.

11.10 **Further Review**

If the Agency deems the eligibility of a claimant for a payment or disapproves the full amount claimed or refuses to consider the claim on its merits because of untimely filing or any other ground, the Agency's notification to the claimant of its determination shall inform the claimant of its reasons therefor, and shall also inform the claimant of the applicable procedures for obtaining further review of this determination.

These regulations prescribe the City of Las Vegas's Redevelopment Agency's procedures for granting administrative relief to any person aggrieved by a determination as to eligibility for a payment authorized by the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended, and NRS 342, with regard to the obligation of the Agency to refer such person to an adequate replacement dwelling or to any person aggrieved by a determination as to eligibility for a payment authorized by the above legislation to provide the opportunity for his application to be reviewed by the appropriate department responsible for administering such payments.

11.11 **Severability**

Severability: If any provision of these Rules and Regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this law which can be given effect without the invalid provision or application, and to this end the provisions of this law are severable.

11.12 **Application of Rules and Regulations**

Application of Rules: These Rules and Regulations shall be applicable on or after their effective date of adoption of the Agency.

11.13 **Amendments**

Amendments: The Agency reserves the right to amend these Rules and Regulations, procedures and policies.

11.14 **Joint Complainants**

Where more than one person is aggrieved by the failure of the Agency to refer them to comparable permanent or adequate temporary replacement housing, the complainants may join in filing a single written request for review. A determination shall be made as herein provided for each of the complainants.

11.15 **Judicial Review**

Nothing in this Section shall in any way preclude or limit a claimant from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available under this Section.

SECTION XII. PROPERTY MANAGEMENT PRACTICES

12.1 Short Term Rental

If the Agency permits an owner or tenant to occupy the acquired real property on a rental basis for a short term or for a period subject to termination by the Agency on short notice, the amount of rent required shall not exceed the lesser of the fair rental value to a short term occupier or a pro-rated portion of the fair rental value for a typical rental period. If the owner or tenant is an occupant of a dwelling, the rental for the dwelling shall be within his financial means.

12.2 Notice to Vacate

The construction or development of a project shall be so scheduled that no eligible person occupying real property shall be required to move from a dwelling, or to move his business, without at least ninety (90) days written notice from the Agency of the date by which such move is required. The Agency shall notify each individual tenant to be displaced as well as each owner-occupant.

12.3 Eviction

Eviction is permissible only as a last resort. Relocation records must be documented to reflect the specific circumstances surrounding the eviction. Eviction may be undertaken for one or more of the following reasons:

- Failure to pay rent, except in those cases where the failure to pay is the result of lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Remaining in possession after expiration or termination of the term;
- Performance of a dangerous or illegal act on the property;
- Material breach of the rental agreement and failure to correct such breach within thirty (30) days of notice;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings;
- The eviction is required by state or local law and cannot be prevented by reasonable efforts on the part of the Agency;
- Failure to execute a rental agreement with the Agency and occupant has been provided with a ninety (90) day notice to vacate and relocation information has been given at least ninety (90) days prior to the eviction and referrals to comparable replacement housing have been provided to the occupant.

12.4 **Status of Post-Acquisition Tenants**

a. **Notice of Status**

The Agency shall inform prospective post-acquisition tenants, before they occupy the property, that the property has been acquired for a public use and will be available only in the interim between acquisition and development and that development for such use may result in termination of the tenancy sooner than would otherwise be expected.

The Agency shall also inform prospective post-acquisition tenants regarding the projected date of displacement and, periodically, shall inform post-acquisition tenants of any changes in such date.

b. **Notice to Vacate**

A post-acquisition tenant who occupies acquired real property on a rental basis for a short term and who is informed that the property has been acquired for a public use shall be given any notices required by law.

c. **Eligibility for Relocation Assistance and Payments**

Post-acquisition tenants are not eligible for relocation assistance and payments if, before occupying the property, they are informed by the Agency that the property has been acquired for a public use and will be available only in the interim between acquisition and development and that development for such use may result in termination of the tenancy sooner than would otherwise be expected and if they are informed of the relocation advisory assistance and payments they will forfeit. When so informed, post-acquisition tenants are not eligible even though they move as a result of a written order from the Agency to vacate the real property.

Persons who become post-acquisition tenants after the effective date of these Rules and Regulations who are not so informed and who move as a result of a written order from the Agency to vacate are eligible for relocation assistance and payments, except where they are evicted in accordance with Section 12.3 of these Rules and Regulations.

d. **Move from Permanent Housing**

Where the Agency is making housing available on a permanent basis on property it owns (i.e., not pending development), a post-acquisition tenant who moves as a result of a written order from the Agency to vacate is eligible for relocation assistance and payments if the order to vacate is related to a plan to demolish or rehabilitate such dwelling units. A post-acquisition tenant who is required to move as a result of the sale of such dwelling units to a private person for demolition or rehabilitation is eligible without need for a written order to vacate from the Agency.

12.5 **Service of Notice**

Service of all notices required by this Section XII shall be made either by certified mail-return receipt requested or by personal service upon the person to be notified.

REDEVELOPMENT AGENCY

REPORT TO THE LAS VEGAS CITY COUNCIL

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INTRODUCTION

Redevelopment was created to provide cities and counties with a new and more effective tool to arrest decline and deterioration and eliminate blight from designated areas. In addition, redevelopment provides an Agency with its own financial resources to be used as a catalyst for its projects, and as an incentive to develop public/private partnerships. Redevelopment Agencies possess unique tools which are legally unavailable to City government. They are also especially important because often the private sector is unwilling to accept the added risk of investing in a redevelopment area without the cooperation and assistance of the public sector. Successful redevelopment encourages new investment, jobs, and renewed opportunities for retail, industrial commercial and residential improvement.

In order to realize the benefits from expanding a redevelopment district, specific legal requirements must be met. These legal requirements are contained in Nevada Revised Statutes (NRS) Sections 279.382 to 279.685 of the Nevada Community Redevelopment Law. The City of Las Vegas has meticulously adhered to these statutes in developing its Redevelopment Plan. The final step in this process is to submit the Redevelopment Plan and this Report to Council to the Las Vegas City Council in accordance with NRS 279.578.

Description of this Report

This Report to the City Council (the Report) on the Redevelopment Plan has been prepared by the Agency pursuant to NRS 279.564 and 279.578. The purpose of this Report is to provide the information, documentation and evidence required by Section 279.578 and other sections of the Community Redevelopment Law. It is also designed to accompany the proposed Redevelopment Plan when it is submitted by the Agency to the City Council. Such information, documentation and evidence is provided to assist the City Council in its consideration of the proposed Redevelopment Plan, and in making the various determinations it must make in connection with the adoption of the proposed Redevelopment Plan.

Accordingly, this Report to the City Council is being submitted to the City Council along with the Redevelopment Plan. The Report to Council contains all the related documents necessary to legally adopt it including:

a) The reasons for the selection of the redevelopment area
b) A description of the physical, social and economic conditions existing in the area
c) A description of the proposed method of financing the Redevelopment Plan (the Economic Feasibility Report)
d) A method or plan for the relocation of persons and families temporarily or permanently displaced from housing facilities in the redevelopment area
e) An analysis of the Preliminary Plan
f) The report and recommendations of the Planning Commission

In short, the Redevelopment Plan with its Map of the proposed Redevelopment Area 2 and Legal Description, in conjunction with the Report to Council and its various reports meet all the criteria for a redevelopment area, particularly the predominance of blight and the need to redevelop this area in the interest of health, safety, and the general welfare of the community.

Summary

A summary of each component and its location is provided for ease of understanding.

PART NO.	NRS SECTION	TITLE	RESPONSIBLE PARTY
Part 1		Introduction	Agency
Part 2	279.578 (2a)	Reasons for Selection of the Redevelopment Area	Agency
Part 3	279.578 (2b)	Description of the Physical, Social and Economic Conditions Existing in the Redevelopment Area	Agency
Part 4	279.578	Economic Feasibility Report	Agency
Part 5	279.519	Blight Study	Agency
Part 6		Peer Review Report of Blight Study	Third Party
Part 7	279.519	Agency Addendum to Blight Study	Agency
Part 8	279.528	Agency Analysis of the Preliminary Plan	Agency
Part 9	279.578	Report and Recommendations of the Planning Commission	Planning Commission

REASONS FOR THE SELECTION OF

REDEVELOPMENT AREA 2

June 26, 2012

Boundary Selection

The proposed new Redevelopment Area ("Redevelopment Area 2") can be divided into three (3) distinct corridors:

- Sahara Avenue
- West Charleston Boulevard
- South Decatur Boulevard

The **Sahara Avenue Corridor** can be generally described as the following area:

> *East Boundary is the west side of the South I-15 ramp to West Sahara Avenue; North and South Boundary is West Sahara Avenue; and the West Boundary is the west side of Decatur Boulevard.*
>
> *Additionally there is one residential area within the Sahara Avenue Corridor:*
>
> 1) *Richfield Village (Richfield Neighborhood Association) Beginning at Sahara Avenue, to Rye St., (Tract Block Group Boundary, then to the Precinct Boundary), then to Wyandotte Street, then to the intersection of Wilmington Way & Kings Way, then to Teddy Drive and then to Sahara Avenue, and,*

This corridor consists of **266 parcels**. Fifty-one percent (51%) are zoned as commercial parcels and forty-six percent (46%) are zoned low-density residential and three (3) and four (4) plex residential buildings. These 266 parcels equate to 225 acres – eighty percent (80%) commercial and fifteen percent (15%) low-density residential (R-1, R-3, and R-4).

The Sahara Corridor is considered a major transportation corridor within the city of Las Vegas. While the eastern boundary is characterized by a few newer buildings that contain office, retail and service oriented businesses, as you proceed west, the buildings are older and have a dated architectural style and reveal significant aging.

The eastern portion of Sahara Avenue Corridor is located contiguous to Interstate 15 and strategically positioned to downtown Las Vegas. Additionally, this portion of the Sahara Corridor will be able to take advantage of the current demand for development adjacent to the built-up urban center. Its redevelopment is crucial to the long term health, prosperity and stability of the surrounding neighborhood.

Within the eastern portion of Sahara Avenue Corridor, one property owner has assembled approximately eighty (80) acres of commercial, residential and industrial property for a large mixed-use commercial project, which is adjacent to the current Downtown Redevelopment Area. This prime location is ideally situated to take advantage of the current demand for development adjacent to the Las Vegas valley's built-up urban center.

Its redevelopment is crucial to the long term health, prosperity and stability of the surrounding neighborhood.

The **West Charleston Boulevard Corridor** can be generally described as the following area:

> *East Boundary is the west side of South Rancho Drive; North and South Boundary is West Charleston Boulevard; and the West Boundary is the east side of South Rainbow Boulevard.*

This corridor consists of **374 parcels**. Forty-three percent (43%) are zoned as commercial parcels, twenty-two percent (22%) designed commercial and twenty-five percent (25%) are zoned as professional residential. These 374 parcels equate to 337 acres – sixty-three percent (63%) commercial, twenty-five percent (25%) designed commercial and civic and five percent (5%) professional residential.

The West Charleston Corridor is also a significant commercial corridor within the city of Las Vegas. Many parcels have businesses located on them with plot lines running through the property, making it challenging for property owners to develop their property for a changing economic and population demographic. Architectural style of these buildings is dated and not aesthetically pleasing for positive progress within the community.

As an older commercial corridor, a significant number of properties in the eastern portion were built from the late 1940's to mid-2000's, with a majority built between 1964 and 1975. As you move west along Charleston Corridor, the buildings were built more recently. This mixture of older and new, modern buildings creates a negative aesthetic appeal throughout the corridor.

There is a high percentage of professional residential properties located in this corridor. With twenty-five (25%) percent of the total number of parcels, these older buildings suffer from serious neglect and impairs private investment. The lot size is too small for any redevelopment projects. Confronting these issues will take time to develop the proper programs to revitalize these properties and reduce their blighting influence.

The **South Decatur Boulevard Corridor** can be generally described as the following area:

> *South Boundary is the north side of West Sahara Avenue; East and West Boundary is South Decatur Boulevard; and North Boundary is generally the south side of the US 95.*

This corridor consists of **126 parcels**. Ninety-nine percent (99%) is zoned commercial and equates to 321 acres.

The Decatur Corridor is a newer commercial corridor populated with commercial centers that are larger in scale than the other two corridors. While these properties may be considered “young”, there has been a growing deterioration of the properties and a dated architectural look.

This area also is host to a successful regional mall that was built in 1979-1980. Across the street is another shopping center that has a high vacancy rate. The regional mall is being included in Redevelopment Area 2 because of the surrounding blighting neighborhood. It is important to insure that blighting influences do not migrate this adjacent area.

Finally, there is unproductive land within the three corridor which may not be severely blighted but "whose inclusion is found necessary for the effective redevelopment of the area which they are part." These vacant parcels will provide the opportunity for new development, which in turn will provide the resources needed to eliminate blight throughout Redevelopment Area 2.

Goals and Objectives

In general, the goals and objectives of the redevelopment program as defined in the Redevelopment Plan, and as proposed to be implemented through redevelopment assistance are, as follows:

1. Elimination and prevention of the spread of blight and deterioration, and the redevelopment of the amended Redevelopment Area in accordance with the City's Master Plan, the Redevelopment Plan and local codes and ordinances.

2. The upgrading and improvement of the streets and roads throughout the amended redevelopment area.

3. Guiding and encouraging revitalization activities and new development into areas where the physical characteristics of the land can support it.

4. The encouragement of investment by the private sector in the development and redevelopment of Redevelopment Area 2 by eliminating impediments to such development and redevelopment.

5. Encouraging maximum participation in redevelopment by residents, businesspersons, property owners and community organizations in the redevelopment of the proposed redevelopment area.

6. To replan, redesign and develop areas which are stagnant, improperly used or would most effectively be transitioned to a different use.

In summary, redevelopment of Redevelopment Area 2 in accordance with Nevada Revised Statutes will attain the purposes of the Nevada Community Redevelopment Law through:

1. The elimination of areas suffering from economic dislocation and disuse

2. The redevelopment of areas which are stagnant or improperly utilized, and which could not be accomplished by private enterprise without public participation and/or assistance.

3. The promotion of sound revitalization and redevelopment of blighted areas.

4. The installation of new or replacement of existing public improvements, facilities, roads and utilities in areas which are currently inadequately served.

5. The provision of public improvements, utilities or facilities designed to serve as a catalyst for subsequent private sector investment.

6. Other means as determined appropriate.

Non-Blighted Properties Included for Redevelopment Purposes

To the extent that certain properties are included that are not blighted, their inclusion in Redevelopment Area 2 is necessary and appropriate for one of the following reasons:

1. Because such properties are impacted by the conditions existing on adjacent properties.

2. Because the lack of adequate roads and utilities inhibit the development of unproductive land.

3. Because only through new development and the related taxes which will be produced will the City be able to reverse the deterioration of public infrastructure, property and streets.

4. Because social and economic blight conditions such as loss of population and declining property values prevalent in Redevelopment Area 2 impact properties which are not blighted.

5. In order to impose uniform requirements, and offer identical incentives over a geographically defined area of the City.

6. Because non-blighted properties will share in the physical, social and economic benefits accruing to the area through the elimination of blight

7. Because non-blighted properties will share in the benefits of new public utilities, improvements and facilities within or serving Redevelopment Area 2

8. Because such properties are part of a blighted area

9. Because the elimination of blight and the redevelopment of Redevelopment Area 2 could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. Because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance.

Summary

These three corridors are included in the City of Las Vegas Master Plan 2020 and incorporated in the Neighborhood Revitalization Area. The Neighborhood Revitalization Area foresees a strategy to address the decline of older, mature areas that are affected by a shift in land use base, has a significant decline in the economic base, and an increase in property crime, vandalism and graffiti.

The three corridors were selected because of their blight and deterioration. They have also been selected because there is a unique opportunity to redevelop an area which resides adjacent to the existing Downtown Redevelopment Area, thereby it will be possible to attract increasing private investment in Redevelopment Area 2.

DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC

CONDITIONS EXISTING IN

REDEVELOPMENT AREA 2

June 26, 2012

Background

The City of Las Vegas was established in 1905. Its growth was slow but steady throughout the next several decades into the 1960's and 1970's. However, beginning in the 1980's a surge of new development occurred in the gaming industry propelling Las Vegas to become one of the fastest growing communities in the nation. While this growth was ignited by the gaming industry, once Clark County surpassed a population of one million, it became of serious interest to nearly every national retail and service company in the country. Consequently, workers seeking jobs in non-gaming sectors began to flock to Las Vegas. Finally, as the cost of living soared in California, and the baby boom generation began to retire, Las Vegas became an attractive destination to these groups as well. Probably the most quoted statistic throughout the 1990's, is the migration of upwards of 6,000 people per month to the Las Vegas metropolitan area.

While Las Vegas was becoming the fastest growing community in America, the older sections of town were being left behind. Relatively inexpensive land, short commuting distances, and the western preference for single family detached housing resulted in homebuilders continuously stretching the boundaries of the metropolitan area with new homes. As long as the previously mentioned conditions prevailed, builders were largely uninterested in redevelopment, high-density housing, and infill development. Buying large tracts of vacant land, and quickly building and selling hundreds of houses, was relatively easy, quick and lucrative.

In 1985 the City of Las Vegas responded to this market reality by creating its Redevelopment Agency. Initially the boundaries included the downtown and an area straddling Las Vegas Boulevard stretching south to Sahara Avenue where the City's boundary ends and the County's begins. Since the creation of the Downtown Redevelopment Area, there has been three amendments to expand the redevelopment area, these occurred in 1988, 1996, and 2006.

While the Downtown Redevelopment Area and the outlying areas of the city of Las Vegas have seen tremendous growth over the past 20 years; Redevelopment Area 2 has not participated in that growth. The City has now decided to create a new redevelopment area (Redevelopment Area 2) adjacent to the Downtown Redevelopment Area. Redevelopment Area 2 will be located along three commercial corridors: West Charleston, West Sahara and South Decatur. With the increase in private investment in the Downtown Redevelopment Area, the new Redevelopment Area 2 could be the recipient of new private investment due to its proximity to the Downtown Redevelopment Area

These three corridors are important for a variety of reasons. For one, they share a symbiotic relationship with downtown and can both assist and share in the recent interest in urban revitalization. Secondly, there are vacant parcels and buildings which could be much more productively used and whose vacancy tends to breed social and economic problems. Third, there is an opportunity to attract private investment into Redevelopment

Area 2 because businesses and residents closest to the Downtown Redevelopment Area identify their neighborhood as being part of downtown.

Overview of the Physical Conditions in the Redevelopment Area

The majority of the commercial parcels in Redevelopment Area 2 are along the major commercial corridors of West Charleston, West Sahara and South Decatur. There was some deterioration of curbs, sidewalks, gutters and streets in all three corridors, but the majority of the maintenance of these physical items are the responsibility of the city and are on a regular schedule for maintenance and repair.

Access to Redevelopment Area 2 is easy and straight forward as the northern portion of Redevelopment Area 2 is bounded by U.S. 95, while the eastern portion is bounded by I-15. Nevada Department of Transportation (NDOT) has a major project, Project Neon, to construct significant improvements along I-15 and U.S. 95 over the next seven years. These improvements will provide additional interest for private investment in Redevelopment Area 2.

City maintained utilities and landscaping appear to be adequate throughout Redevelopment Area 2. Electrical utilities to older buildings in Redevelopment Area 2 are adequate, but as evidenced by the photographs, some buildings and the alley ways would be better served if electrical service to the building was upgraded for safety purposes.

Overview of the Economic Conditions

With the city's economy increasing in the 1980's, the older, mature commercial areas did not attract the level of private investment as suburban areas of the city. Land and development costs were much lower in the suburban areas than in the West Charleston, West Sahara and South Decatur corridors. While still economically viable, the three corridors have stagnated and/or declined despite, or possibly because of, the tremendous growth in the Valley over the past 30 years. Economic deterioration is evident in many properties and vacant parcels are commonplace.

When analyzed by specific zip codes the extent of economic decline is evident. Data from the 2009 through 2012 Las Vegas Perspective was used to make a determination of the level of economic condition. The Perspective provides statistical information on 121 zip codes in Clark County. Median Household (HH) incomes in areas 89102, 89106, and 89107 and for the Las Vegas MSA are provided in the table below to provide a recent comparison for Redevelopment Area 2.

Median Household Income (HH)				
Year	89102	89106	89107	Las Vegas MSA
2009	$36,116	$33,305	$46,535	$ 58,148
2010	$35,882	$33,357	$46,398	$ 58,432
2011	$36,715	$35,028	$47,142	$ 54,255

To determine the effects on economic conditions in Redevelopment Area 2, one should consider a longer time period. As such, when you compare the 1990, 2000 and 2010 Census data for **per capita income** for zip codes 89102, 89106, and 89107 to the Las Vegas MSA, you will find that the 89102, 89106, and 89107 zip codes did not keep pace with the Las Vegas MSA. Zip code 89106's annual rate was very close to the Las Vegas MSA's annual rate, but the actual per capita income was $10,854 **less** than the Las Vegas MSA**, a significant difference.** In fact, all three zip codes are significantly less than the Las Vegas MSA. This shows that there has been significant economic deterioration for an extended period of time within Redevelopment Area 2.

Per Capita Income				
	89102	89106	89107	Las Vegas MSA
1990 Census	$16,629	$9,059	$17,030	$15,109
2000 Census	$17,649	$12,698	$19,282	$21,785
2010 Census	$18,747	$15,907	$20,741	$26,761
Annual Rate	**0.637%**	**3.780%**	**1.090%**	**3.856%**

Housing also reveals a decline in economic conditions. Apartment contract rent figures provide us with the overall monthly contract rent for the City of Las Vegas and the zip codes for Redevelopment Area 2. From the 2000 Census to the 2005-2009 ACS, we find that the city's contract rent increased from $632 to $841, a 33percent increase. The contract rent for 89102 was $564 to $701, a 24 percent increase. Contract rent for 89106 was $496 to $642, a 29 percent increase. Contract rent for 89107 was $618 to $781, a 26 percent increase. Contract rents for the three zip codes below what is attained in the city of Las Vegas and because of this, private investment in rental properties will be impacted.

Contract Rent			
Zip Code	2000 Census	2005-09 ACS	% Change
89102	$564	$701	24%
89106	$496	$642	29%
89107	$618	$781	26%
CLV	$632	$841	33%

The decline clearly demonstrates deterioration in the value of the multi-family housing stock in Redevelopment Area 2. A failure to keep pace with the market is an indication of impaired investment and economic maladjustment throughout the study area.

Another economic factor to consider regards commercial property located in the three corridors.

Vacancy Rates[1]				
	Charleston	**Sahara**	**Decatur**	**City of Las Vegas[2]**
3rd Qtr, 2008	7.2%	8.4%	5.2%	4.9%
2nd Qtr, 2012	10.6%	15.1%	13.7%	7.9% (1st Qtr, 2012)
Percent Change	**47% Increase**	**80% Increase**	**163% Increase**	**61% Increase**
High	12% (3rd Qtr, 2011)	15.1% (2nd Qtr, 2012)	15.2% (3rd Qtr, 2011)	N/A
Low	6.6% (1st Qtr, 2009)	8.3% (1st Qtr, 2011)	5.2% (3rd Qtr, 2008)	N/A
Lease Rates (NNN)[1]				
	Charleston	**Sahara**	**Decatur**	**City of Las Vegas[2]**
3rd Qtr, 2008	$1.39	$1.68	$1.40	$1.96
2nd Qtr, 2012	$1.28	$1.41	$1.08	$1.01(1st Qtr, 2012)
Percent Change	**7.9% Decrease**	**20% Decrease**	**22.8% Decrease**	**48% Decrease**
Source – [1]CoStar & [2]City of Las Vegas Economic & Urban Development Department's 1st Qtr 2009 and 1st Qtr 2012 Urban Renaissance Quarterly Newsletter				

Commercial property in Redevelopment Area 2 and the city of Las Vegas was significantly impacted by the economic recession that occurred from the 4th Qtr, 2007 through 2nd Qtr, 2009. Private investment, vacancy and lease rates provide a picture of the decline throughout Redevelopment Area 2 and citywide.

Finally, the best indicator of economic conditions is first hand observation of individual parcels. As delineated in the Blight Study, substantial decline and deterioration has occurred in each corridor of Redevelopment Area 2. Since the recession, each corridor of Redevelopment Area 2 has suffered from decreased and stagnating property values resulting in decreased property taxes, vacant buildings and property and underutilized land. Ultimately, these factors result in local government having difficulty maintaining necessary services, which is one of the critical and common characteristics of a blighted area.

Overview of the Social Conditions

To assess social maladjustment, we will look at crime statistics and educational levels for the three zip codes that encompass the proposed new Redevelopment Area. From an educational perspective, the national percentage of the population having attained a Bachelor's degree is 17.4 percent (ACS Summary – Census). The percentage for 89102, 89106, and 89107 are 8 percent, 6 percent, and 7.5 percent respectively.

When comparing crime statistics to the national median violent crime index of 4.5, obtained from NeighborhoodScout.com, you will see that 89102, 89106 & 89107 are much higher than the national median, the state's median (7.52) and the Las Vegas MSA (23.85). For violent crimes, the rates ranged from 13.94 to 42.86 in those three zip codes. For property crimes, the national median was 32.1, state median was 35.77, Las Vegas MSA median was 95.49, and the range for the three zip codes was 37.96 to 145.79.

Together, these two indicators demonstrate a significant economic maladjustment from the national levels of crime and education. This results in an area which exhibits the type of social maladjustment which is characteristic of a blighted community.

Summary

Redevelopment Area 2 has participated in the Las Vegas Valley's economic growth since the 1980's, but at a much lower level.

Canvassing the Charleston, Sahara and Decatur corridors reveals significant physical, economic and social blight. Vacant lots and buildings are dispersed throughout the area, alleyways and areas in back of buildings show a high level of disregard to maintenance, vacancy and lease rates are negatively impacting the area, crime is higher than the national average and incomes are lower. Valuable acreage remains under developed, which is a classic example of an attractive nuisance.

Deficient economic conditions result in population decline and an inability to upgrade or maintain housing. Stagnating population results in deteriorating property values, abandoned homes and neglected property. Neglected property leads to health and sanitation problems, and an inviting target for criminal activity. Deteriorated values make it difficult for the City of Las Vegas to adequately pay for basic services and maintain critical infrastructure and facilities. All these factors have been present throughout Redevelopment Area 2 and are guaranteed to become even more serious unless remedial action, in the form of a new Redevelopment Area, is undertaken.

CITY OF LAS VEGAS
ECONOMIC FEASIBILITY REPORT
FOR
REDEVELOPMENT AREA 2

June 26, 2012

Introduction

This Report is intended to provide an assessment of the proposed method of financing the redevelopment of Redevelopment Area 2 and provide an analysis of the economic feasibility of the Redevelopment Plan. This Report provides an estimate of the Tax Increment Revenue to be generated over the life of the Agency and identifies the anticipated activities to be undertaken by the Agency in an effort to eliminate blight and revitalize the City.

It is anticipated that over the life of the Redevelopment Plan Tax Increment Revenues from Redevelopment Area 2 will be sufficient to meet the anticipated costs required to eliminate blight and deterioration within the Agency's new redevelopment area. At the discretion of the Agency, Tax Increment Revenue from Redevelopment Area 2 will be allocated to projects and programs to eliminate blighting conditions and to undertake redevelopment. Section 279.572 (c) of Nevada Revised Statutes (NRS) provides that the Report to Council contain an analysis of the costs and revenues of the Redevelopment Plan in sufficient detail so that the City Council may determine the economic feasibility of the Plan. The section of this Report entitled "Estimated Tax Increment Revenues" addresses this issue by projecting the estimated Tax Increment Revenues to be generated over the 30-year life of Redevelopment Area 2. Similarly, the section of this Report entitled "Estimated Redevelopment Costs" identifies those anticipated activities which will be initiated by the Las Vegas Redevelopment Agency.

Section 279.578 (2) (c) further requires that a Report to the City Council be produced which includes a description of the method of financing the Redevelopment Plan so as to determine its economic feasibility. This Economic Feasibility Report (the Report) is designed to fulfill this requirement and, as such, is one of the components of the Report to the City Council. The aforementioned financing methods are described in the section of this Report titled "Financing Methods Available to the Agency."

The next to last section of the Feasibility Report concentrates on the economic feasibility of the expanded Redevelopment Areas. The feasibility analysis, for the purposes of this Report, is defined to be a comparison of anticipated costs of Agency activities and projects within Redevelopment Area 2, to the estimated revenues expected to be generated within this area.

Financing Methods Available to the Agency

The Redevelopment Plan will provide the Agency with the necessary legal authority and flexibility to implement the objectives of the Redevelopment Plan and eliminate blight. The Agency may finance redevelopment activities in Redevelopment Area 2 with financial assistance from any or all of the following sources:

- Private/Public sector partnerships
- the City
- the State
- the Federal government
- Tax increment funds
- Public Bonds
- Interest income
- Loans from private financial institutions
- Lease or sale of Agency-owned property
- Private donations
- Any other legally available public or private source

Estimated Tax Increment Revenues

Appreciation of Existing Property

The first major step in the implementation of a tax increment financing program is accomplished at the time of adoption of the Redevelopment Plan. At the time of adoption, a base property value is established. This "Frozen Base" is calculated as the total value of existing taxable property within Redevelopment Area 2 boundaries. The "Frozen Base" provides a baseline for determining the difference between values in the base year versus enhanced values resulting from future redevelopment activities and appreciation of property within the Redevelopment Area. It is only revenues generated on these **enhanced** values within Redevelopment Agency boundaries that accrue to the Agency. Increases in future property taxes above and beyond the Frozen Base are referred to as Tax Increment Revenues.

Increases in assessed value can result from the general appreciation of existing property or from new development. Subsequent to the adoption of a Redevelopment Plan, Tax Increment Revenues are generated from the growth in assessed value **above** the base assessed value (Frozen Base), within Agency boundaries. From property in the Frozen Base, Tax increment Revenue may be generated from reassessment of properties that remain in the same ownership, or reassessment that occurs upon the transfer of real property.

Finally, the estimate of appreciation of property in Las Vegas would normally depend on an estimate of growth trends. However, the 2005 Nevada State Legislature capped residential property tax growth at 3% and commercial property at 8%. Accordingly, this feasibility analysis will provide potential tax increment projections accruing to the Agency at three levels of increases in property valuation to existing parcels at a conservative .50% (one-half of 1%); a modest 1% (one percent) and an aggressive rate of 3% (three percent) over the 30 year life of Redevelopment Area 2.

Existing Property

The present assessed value of the existing property within the Agency's proposed Redevelopment Area 2 boundaries is presently $287,670,167 (FY 2012). According to the Clark County Assessor's office, the combined tax rate for existing property within Redevelopment Area 2 is $3.2782 per $100 of assessed value. However, the Redevelopment Agency will not receive this entire amount since a series of bond issues, whose revenues are exempt from Agency capture, have recently been passed. Accordingly the Agency's present effective tax rate is $2.5045 per $100 of assessed value.

As shown in Table 1 (Potential Tax Increment for Redevelopment Area 2), the projected increase in property valuation over the 30 year life of Redevelopment Area 2 is summarized below:

- 0.50 % Increase - $46,429,989
- 1.00% Increase - $100,065,756
- 3.00% Increase - $410,580,833

New Development

The Agency also receives Tax Increment Revenues from new development within Agency boundaries. While it is likely that there will be Agency expenditures within the expansion area over the life of the Agency, none is currently envisioned.

Agency Revenues

Accordingly it is projected that Redevelopment Area 2 should generate the following total revenues (net the 18% Set-Aside):

- 0.50% Increase - $14,423,532
- 1.00% Increase - $30,323,478
- 3.00% Increase - $112,265,038

General Assumptions

The property values, tax and revenue calculations discussed in this section are delineated in Table #1 (Potential Tax Increment for Redevelopment Area 2). Calculations used in these tables depend on a series of premises including the following:

- Growth in assessed value is estimated at 0.50%, 1% and 3% per year for the life of the Agency.

- Base year is fiscal year 2012.

- The life of the Agency is 30 years.

- The Agency's effective tax rate is $2.5045 per $100 of assessed value.

- All Tax Increment Financing Revenue projections in this Economic Feasibility Report are calculated in nominal dollars. The purchasing power of nominal dollars could decline because of inflation.

- All Tax Increment Financing Revenue projections take into account the required 18% Set-Aside.

Estimated Redevelopment Costs

Agency Activities

A determination of economic feasibility requires an identification of the potential costs required of the Agency to undertake redevelopment, eliminate blight and promote and achieve the goals and objectives of the Redevelopment Plan. It is anticipated that Redevelopment Area 2 will receive approximately $1 million from the city. These funds can be considered as "seed" funding for the implementation of potential programs that are undertaken for redevelopment purposes. Programs are currently in development stage and will be implemented as soon as the Agency approves those program(s).

Administration and Operations

For purposes of this Report, annual administrative expenses are assumed to not increase due to economies of scale resulting from creation of Redevelopment Area 2.

Economic Feasibility

The anticipated cost to the Agency to implement its proposed revitalization in Redevelopment Area 2 and achieve the objectives of the Redevelopment Plan will likely require significant Agency financial participation. However, no specific projects are currently envisioned.

Since estimated tax increment revenues are projected to range from $14,423,532 to $112,265,038, and there are no current estimates of cost, the revenues will exceed estimated costs by this amount. In short, the Agency will have sufficient funds to support its redevelopment program, thus the economic feasibility of Las Vegas' Redevelopment Plan is verified.

Conclusion

The potential projects as may be chosen by the Agency, will accomplish the Redevelopment Plan's goals and objectives by eliminating conditions of blight within the Redevelopment Area. It is anticipated that the resources available to the Agency will be sufficient to accomplish the goals and objectives contained in the Redevelopment Plan as the tax increment financing revenue generated for the Agency will be sufficient to pay for all of the Agency's activities. Although the estimated project costs and revenues presented in this Economic Feasibility Report will vary over time, it is reasonable to conclude that the Redevelopment Plan will be financially feasible over its 40 year life.

TABLE 1

POTENTIAL TAX INCREMENT FOR REDEVELOPMENT AREA 2

POTENTIAL RDA TAX INCREMENT

0.50% Percent Increase in Valuation

	Valuation	Change in Valuation	Potential RDA Tax Increment	Potential RDA Tax Increment - Net 18% Set-Aside
Base Year	$287,670,167			
Year 1	$289,108,518	$1,438,351	$36,023	$29,539
Year 2	$290,554,060	$2,883,893	$72,227	$59,226
Year 3	$292,006,831	$4,336,664	$108,612	$89,062
Year 4	$293,466,865	$5,796,698	$145,178	$119,046
Year 5	$294,934,199	$7,264,032	$181,928	$149,181
Year 6	$296,408,870	$8,738,703	$218,861	$179,466
Year 7	$297,890,915	$10,220,748	$255,979	$209,902
Year 8	$299,380,369	$11,710,202	$293,282	$240,491
Year 9	$300,877,271	$13,207,104	$330,772	$271,233
Year 10	$302,381,657	$14,711,490	$368,449	$302,128
Year 11	$303,893,566	$16,223,399	$406,315	$333,178
Year 12	$305,413,033	$17,742,866	$444,370	$364,383
Year 13	$306,940,099	$19,269,932	$482,615	$395,745
Year 14	$308,474,799	$20,804,632	$521,052	$427,263
Year 15	$310,017,173	$22,347,006	$559,681	$458,938
Year 16	$311,567,259	$23,897,092	$598,503	$490,772
Year 17	$313,125,095	$25,454,928	$637,519	$522,765
Year 18	$314,690,721	$27,020,554	$676,730	$554,918
Year 19	$316,264,174	$28,594,007	$716,137	$587,232
Year 20	$317,845,495	$30,175,328	$755,741	$619,708
Year 21	$319,434,723	$31,764,556	$795,543	$652,346
Year 22	$321,031,896	$33,361,729	$835,545	$685,146
Year 23	$322,637,056	$34,966,889	$875,746	$718,111
Year 24	$324,250,241	$36,580,074	$916,148	$751,241
Year 25	$325,871,492	$38,201,325	$956,752	$784,537
Year 26	$327,500,850	$39,830,683	$997,559	$817,999
Year 27	$329,138,354	$41,468,187	$1,038,571	$851,628
Year 28	$330,784,046	$43,113,879	$1,079,787	$885,425
Year 29	$332,437,966	$44,767,799	$1,121,210	$919,392
Year 30	$334,100,156	$46,429,989	$1,162,839	$953,528
			TOTAL	$14,423,532

POTENTIAL RDA TAX INCREMENT

1.00% Percent Increase in Valuation

	Valuation	Change in Valuation	Potential RDA Tax Increment	Potential RDA Tax Increment - Net 18% Set-Aside
Base Year	$287,670,167			
Year 1	$290,546,869	$2,876,702	$72,047	$59,079
Year 2	$293,452,337	$5,782,170	$144,814	$118,748
Year 3	$296,386,861	$8,716,694	$218,310	$179,014
Year 4	$299,350,729	$11,680,562	$292,540	$239,883
Year 5	$302,344,237	$14,674,070	$367,512	$301,360
Year 6	$305,367,679	$17,697,512	$443,234	$363,452
Year 7	$308,421,356	$20,751,189	$519,714	$426,165
Year 8	$311,505,569	$23,835,402	$596,958	$489,505
Year 9	$314,620,625	$26,950,458	$674,974	$553,479
Year 10	$317,766,831	$30,096,664	$753,771	$618,092
Year 11	$320,944,500	$33,274,333	$833,356	$683,352
Year 12	$324,153,945	$36,483,778	$913,736	$749,264
Year 13	$327,395,484	$39,725,317	$994,921	$815,835
Year 14	$330,669,439	$42,999,272	$1,076,917	$883,072
Year 15	$333,976,133	$46,305,966	$1,159,733	$950,981
Year 16	$337,315,895	$49,645,728	$1,243,377	$1,019,569
Year 17	$340,689,054	$53,018,887	$1,327,858	$1,088,844
Year 18	$344,095,944	$56,425,777	$1,413,184	$1,158,811
Year 19	$347,536,904	$59,866,737	$1,499,362	$1,229,477
Year 20	$351,012,273	$63,342,106	$1,586,403	$1,300,850
Year 21	$354,522,395	$66,852,228	$1,674,314	$1,372,938
Year 22	$358,067,619	$70,397,452	$1,763,104	$1,445,745
Year 23	$361,648,295	$73,978,128	$1,852,782	$1,519,281
Year 24	$365,264,778	$77,594,611	$1,943,357	$1,593,553
Year 25	$368,917,426	$81,247,259	$2,034,838	$1,668,567
Year 26	$372,606,600	$84,936,433	$2,127,233	$1,744,331
Year 27	$376,332,666	$88,662,499	$2,220,552	$1,820,853
Year 28	$380,095,993	$92,425,826	$2,314,805	$1,898,140
Year 29	$383,896,953	$96,226,786	$2,410,000	$1,976,200
Year 30	$387,735,923	$100,065,756	$2,506,147	$2,055,040
			TOTAL	$30,323,478

POTENTIAL RDA TAX INCREMENT

3.00 % Percent Increase in Valuation

	Valuation	Change in Valuation	Potential RDA Tax Increment	Potential RDA Tax Increment - Net 18% Set-Aside
Base Year	$287,670,167			
Year 1	$296,300,272	$8,630,105	$216,141	$177,236
Year 2	$305,189,280	$17,519,113	$438,766	$359,788
Year 3	$314,344,959	$26,674,792	$668,070	$547,818
Year 4	$323,775,307	$36,105,140	$904,253	$741,488
Year 5	$333,488,567	$45,818,400	$1,147,522	$940,968
Year 6	$343,493,224	$55,823,057	$1,398,088	$1,146,433
Year 7	$353,798,020	$66,127,853	$1,656,172	$1,358,061
Year 8	$364,411,961	$76,741,794	$1,921,998	$1,576,039
Year 9	$375,344,320	$87,674,153	$2,195,799	$1,800,555
Year 10	$386,604,649	$98,934,482	$2,477,814	$2,031,808
Year 11	$398,202,789	$110,532,622	$2,768,290	$2,269,997
Year 12	$410,148,872	$122,478,705	$3,067,479	$2,515,333
Year 13	$422,453,339	$134,783,172	$3,375,645	$2,768,029
Year 14	$435,126,939	$147,456,772	$3,693,055	$3,028,305
Year 15	$448,180,747	$160,510,580	$4,019,987	$3,296,390
Year 16	$461,626,169	$173,956,002	$4,356,728	$3,572,517
Year 17	$475,474,954	$187,804,787	$4,703,571	$3,856,928
Year 18	$489,739,203	$202,069,036	$5,060,819	$4,149,872
Year 19	$504,431,379	$216,761,212	$5,428,785	$4,451,603
Year 20	$519,564,320	$231,894,153	$5,807,789	$4,762,387
Year 21	$535,151,250	$247,481,083	$6,198,164	$5,082,494
Year 22	$551,205,788	$263,535,621	$6,600,250	$5,412,205
Year 23	$567,741,961	$280,071,794	$7,014,398	$5,751,806
Year 24	$584,774,220	$297,104,053	$7,440,971	$6,101,596
Year 25	$602,317,447	$314,647,280	$7,880,341	$6,461,880
Year 26	$620,386,970	$332,716,803	$8,332,892	$6,832,972
Year 27	$638,998,579	$351,328,412	$8,799,020	$7,215,196
Year 28	$658,168,537	$370,498,370	$9,279,132	$7,608,888
Year 29	$677,913,593	$390,243,426	$9,773,647	$8,014,390
Year 30	$698,251,000	$410,580,833	$10,282,997	$8,432,058
			TOTAL	$112,265,038

Number of Parcels	766	
Number of Acres	883	
Combined Tax Rate	3.2799%	
RDA Apportionment	2.5045%	Fiscal Yr. 2012
Current Base Valuation	$287,670,167	Fiscal Yr. 2012
Set-Aside Percentage	18.00%	

NOTE - The above calculations do not take into account depreciation that the County could apply.

BLIGHT STUDY

CITY OF LAS VEGAS REDEVELOPMENT AREA 2

(Sahara, Charleston and Decatur Corridors in Ward 1)

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Prepared by the Economic and Urban Development Department
City of Las Vegas

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DEFINITION OF BLIGHT

The rationale behind the State of Nevada enabling laws to create redevelopment agencies resides in NRS 279.416-420. These statutes describe conditions of blight and deterioration that, if prevalent, constitute a menace to the health, safety and welfare of communities. Conditions of blight as delineated in NRS 279.388 are reprinted, verbatim in the box below.

1. Except as otherwise provided in subsection 2, "blighted area" means an area which is characterized by at least four of the following factors:
   (a) The existence of buildings and structures, used or intended to be used for residential, commercial, industrial or other purposes, or any combination thereof, which are unfit or unsafe for those purposes and are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime because of one or more of the following factors:
      1) Defective design and character of physical construction.
      2) Faulty arrangement of the interior and spacing of buildings.
      3) Inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities.
      4) Age, obsolescence, deterioration, dilapidation, mixed character or shifting of uses.
   (b) An economic dislocation, deterioration or disuse.
   (c) The subdividing and sale of lots of irregular form and shape and inadequate size for proper usefulness and development.
   (d) The laying out of lots in disregard of the contours and other physical characteristics of the ground and surrounding conditions.
   (e) The existence of inadequate streets, open spaces and utilities.
   (f) The existence of lots or other areas which may be submerged.
   (g) Prevalence of depreciated values, impaired investments and social and economic maladjustment to such an extent that the capacity to pay taxes is substantially reduced and tax receipts are inadequate for the cost of public services rendered.
   (h) A growing or total lack of proper utilization of some parts of the area, resulting in a stagnant and unproductive condition of land which is potentially useful and valuable for contributing to the public health, safety and welfare.
   (i) A loss of population and a reduction of proper use of some parts of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.
   (j) The environmental contamination of buildings or property.
   (k) The existence of an abandoned mine.

Finally, NRS 279.519 states that a redevelopment area need not be restricted to only those building improvements or lands which are detrimental or inimical to the public health, safety or welfare, but may consist of an area in which such conditions predominate and injuriously affect the entire area. Furthermore, a redevelopment area may include, in addition to blighted areas, lands, buildings or improvements which are not detrimental to the public health, safety or welfare, but whose inclusion is found necessary for the effective redevelopment of the area of which they are a part. These criteria are critical for the City of Las Vegas Redevelopment Agency as the redevelopment area contains a few parcels which do not appear to have significant decline or deterioration. However, these parcels are threatened by other parcels which exhibit a variety of conditions of blight including deterioration, safety hazards, economic maladjustment, depreciating property values, stagnant population and the unproductive use of land.

This Blight Study is a component of the documentation required to establish a new redevelopment area within the City of Las Vegas.

APPROACH AND METHODOLOGY

With the legal definition of blight clearly described, it is necessary to demonstrate how, and where, these conditions exist. To accomplish this, a common sense interpretation of the individual blight statutes has been provided. In turn, specific examples of blight located within the City of Las Vegas Redevelopment Area were identified and compared to the interpretations, thereby clearly documenting the extent of blight. For ease of understanding, the format used is to:

1. List the legal blight factor as defined by NRS;
2. List the common sense interpretation;
3. Provide the specific examples which demonstrate these characteristics.

Both primary and secondary data sources were used to quantify existing conditions in the proposed redevelopment area. The primary method for evaluating the existence and prevalence of conditions that characterize blight were extensive field surveys of existing physical conditions. These field surveys were conducted in March 2010 through November, 2010.

Parcels within the proposed Redevelopment Area were analyzed individually and collectively and both physical and economic blight indicators were observed in the field surveys. These blight indicators include inadequate streets, flood prone conditions, deterioration and dilapidation of structures, age and obsolescence, population stagnation, and economic maladjustment. Secondary data sources include U.S. Census Bureau records, and interviews with City of Las Vegas staff and public officials. Finally, numerous pictures of blighted parcels were taken in order to provide a permanent, visual record of the extent of decline and deterioration.

GENERAL DESCRIPTION OF THE PROPOSED REDEVELOPMENT AREA

The proposed new Redevelopment Area ("Redevelopment Area 2") can be divided into three (3) distinct corridors:

- Sahara Avenue
- West Charleston Boulevard
- South Decatur Boulevard

The **Sahara Avenue Corridor** can be generally described as the following area:

> *East Boundary is the west side of the South I-15 ramp to West Sahara Avenue; North and South Boundary is West Sahara Avenue; and the West Boundary is the east side of South Rainbow Boulevard.*
>
> *Additionally there are two residential areas within the Sahara Avenue Corridor:*
>
> 1) *Richfield Village (Richfield Neighborhood Association) Beginning at Sahara Avenue, to Rye St., (Tract Block Group Boundary, then to the Precinct Boundary), then to Wyandotte Street, then to the intersection of Wilmington Way & Kings Way, then to Teddy Drive and then to Sahara Avenue, and,*
> 2) *Las Verdes Heights (Keen Neighborhood Coalition) Beginning at Sahara Avenue at Valley View, then proceeding west to Arville Street, then south to Tara Avenue, and then east to Valley View.*

The Sahara Corridor is considered a major transportation corridor within the city of Las Vegas. While the eastern boundary is characterized by newer buildings that contain office, retail and service oriented businesses, as you proceed west, the buildings are older and have a dated architectural style and reveal significant aging.

This corridor consists of **625 parcels**. Thirty-two percent (32%) are zoned as commercial parcels and sixty-seven percent (68%) are zoned low-density residential and three (3) and four (4) plex residential buildings. These 592 parcels equate to 418 acres – seventy-nine percent (79%) commercial and twenty-one percent (21%) low-density residential (R-1, R-3, and R-4).

The **West Charleston Boulevard Corridor** can be generally described as the following area:

> *East Boundary is the west side of South Rancho Drive; North and South Boundary is West Charleston Boulevard; and the West Boundary is the east side of South Rainbow Boulevard.*

Additionally there is a residential area within the West Charleston Boulevard Corridor:

1) *Hyde Park Subdivision (Meadows Neighborhood Preservation Neighborhood Association)*
   Bounded by Charleston Blvd. on the south, west to Decatur Blvd., north to Alta Drive, and then east to Bedford Road.

The Charleston Corridor is also a significant commercial corridor within the city of Las Vegas. It also is one of the older commercial corridors located in the city limits. Many parcels have businesses located on them with plot lines running through the property, making it challenging for property owners to develop their property for a changing economic and population demographic. Architectural style of these buildings is dated and not aesthetically pleasing for positive progress within the community.

This corridor consists of **1,008 parcels**. Thirty-six percent (36%) are zoned as commercial parcels and sixty-four percent (64%) are zoned as low-density residential. These 983 parcels equate to 447 acres – seventy percent (70%) commercial and thirty percent (30%) low-density residential.

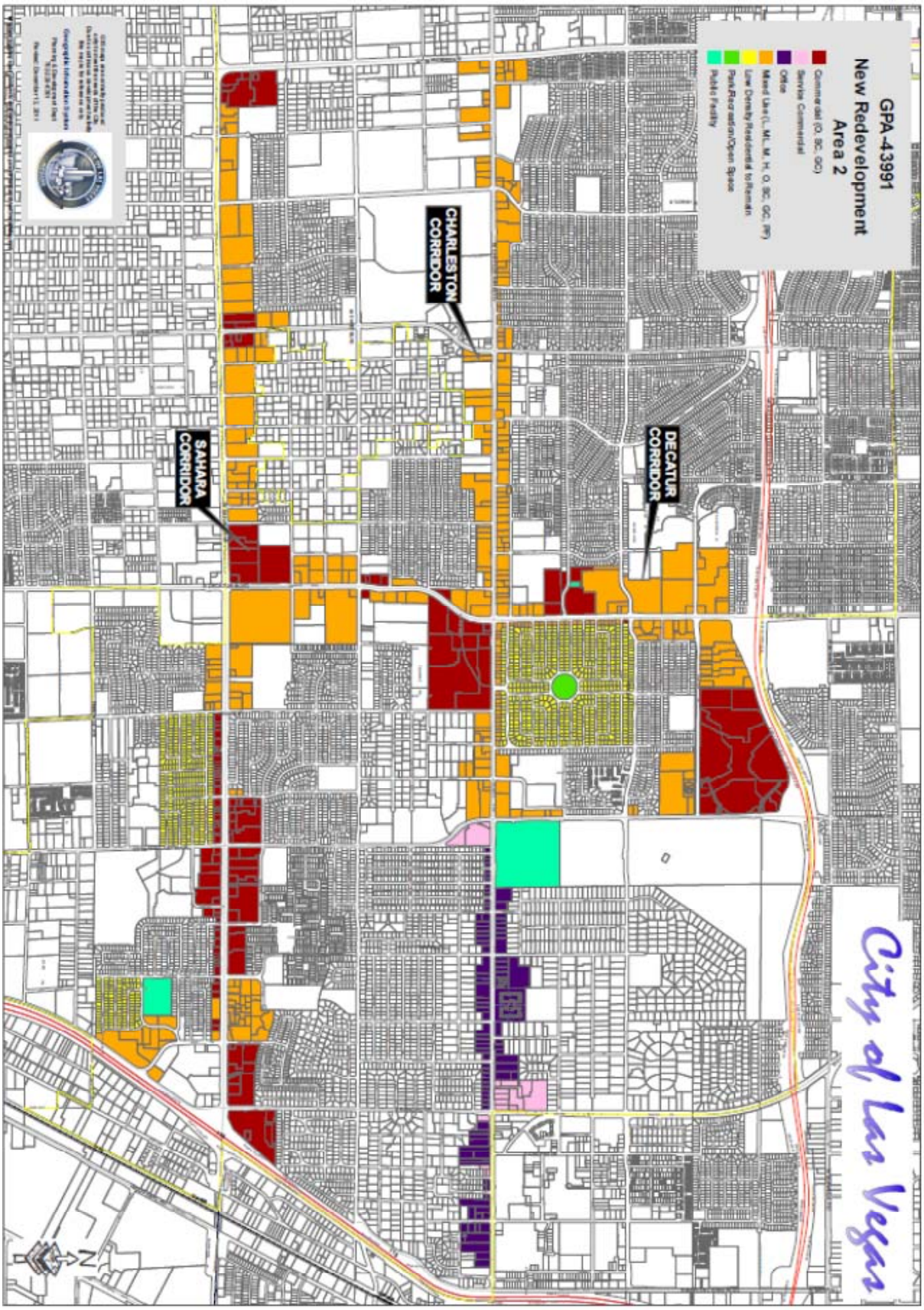
The **South Decatur Boulevard Corridor** can be generally described as the following area:

South Boundary is the north side of West Sahara Avenue; East and West Boundary is South Decatur Boulevard; and North Boundary is generally the south side of the US 95.

The Decatur Corridor is a newer commercial corridor populated with commercial centers that are larger in scale than the other two corridors. While these properties may be considered "young", there has been a growing deterioration of the properties and a dated architectural look. This area also is host to a regional mall that was built in 1979-1980 and has shown an increasing vacancy rate.

This corridor consists of **125 parcels**. Ninety-nine percent (99%) is zoned commercial and equates to 321 acres.

These three corridors are included in the City of Las Vegas Master Plan 2020 and incorporated in the Neighborhood Revitalization Area. The Neighborhood Revitalization Area foresees a strategy to address the decline of older, mature areas that are affected by a shift in land use base, has a significant decline in the economic base, and an increase in property crime, vandalism and graffiti.


GPA-43991
New Redevelopment Area 2
Commercial (O, BC, GC)
Service Commercial
Office
Mixed Use (L, ML, M, H, O, BC, GC, PF)
Low Density Residential to Remain
Park/Recreation/Open Space
Public Facility
CHARLESTON CORRIDOR
DECATUR CORRIDOR
SAHARA CORRIDOR
City of Las Vegas

IDENTIFICATION OF BLIGHT WITHIN THE PROPOSED LAS VEGAS REDEVELOPMENT AREA

As previously mentioned, this Study describes, in **bold face headings**, each of the specific blight factors defined in state statutes. The interpretation of the statute appears in italics. Blighting factors in NRS 279.388 that are not addressed in this Blight Report, due to the fact that they do not exist, nor avail themselves to evaluation, are (j) Environmental contamination of buildings or property and (k) Existence of an abandoned mine. Finally, the applicable data that demonstrates the existence of blight and meets the specific factor under consideration is provided.

Unfit or Unsafe Buildings or Structures

A. The existence of buildings and structures, used or intended to be used for residential, commercial, industrial or other purposes, or any combination thereof, which are unfit or unsafe for those purposes and are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime because of one or more of the following factors (1-4).

This category of the law deals with the physical condition of buildings in a redevelopment area. It includes subcategories that describe specific indicators of blight: defective design and physical construction; faulty arrangement of interiors and spacing of buildings; overcrowding; inadequate provisions for ventilation, light, sanitation, open spaces and recreational facilities and age and obsolescence of structures.

Each of these categories is discussed separately, and in detail below.

Defective Design and Physical Construction

1) *Defective design and character of physical construction.*

Buildings of any type may suffer deterioration or disuse, or may contribute to such problems in other buildings, because of inherent defects in their design. Such buildings can present safety hazards, be functionally inefficient or facilitate their own deterioration. Defects may exist from the moment a given building is completed or they may evolve as occupants attempt to accommodate change in uses within the building or within surrounding buildings over time.

Conditions of defective design can occur in a variety of ways, and can include inappropriate exterior building materials, or a building that is of inadequate size for the intended use, or exterior retrofit of utilities, such as electrical and water systems. A faulty addition to a building can also be considered defective design.

To document the degree of dilapidation and where deterioration originates of the properties surveyed, field staff surveyed the conditions of only the exteriors of structures from the public right-of-way. Two points must be considered: 1) field staff can only examine and evaluate the most durable portions of the structure and property, i.e. the roof, exterior walls and windows and 2) the structure may be concealing any number of structural deficiencies, which may have a negative impact on the integrity or safety of the structure, but may not be visible from the public right-of-way. The presence of negative conditions that may be hidden by a more durable exterior means that conditions of deterioration may be more prevalent than indicated in this Blight Report.

Since the deterioration couldn't be directly traced to defective design the structures/parcels are listed in category 4 which covers dilapidation and deterioration. Regardless of the reason for deterioration, it is always a serious problem and has a profound impact on the likelihood of new investment and further deterioration.

Faulty Arrangement of Interiors and Spacing of Buildings

2) *Faulty arrangement of the interior and spacing of buildings*

Indicators of faulty interior arrangement and spacing of buildings include inadequate setbacks and side yards resulting in fire hazards, inadequate loading, inadequate on-site parking areas, excessive lot coverage, and exposed outdoor storage and/or production.

Field surveys were conducted from public rights-of-way, and did not include an assessment of interior spaces. There were no available secondary data sources for this information.

The city of Las Vegas can be considered a relatively young municipality. For the most part, recent commercial developments are more likely to meet the required set backs for development purposes. Older commercial developments or structures that were once designated as residential units and are now a professional office or service business are an indicator of blight due to inadequate on-site parking, excessive lot coverage and problems with ingress and egress for customers and safety vehicles.

Instances of this issue were found in all three corridors. Twelve (12) parcels in Sahara, twenty-one (21) properties in Decatur, and 103 parcels in Charleston are zoned as Professional-Residential (P-R). These are former residential homes that have been converted into business/commercial property. In total these parcels account for 7.60 percent of the parcels and 4 percent of the acreage in the proposed new redevelopment area.

Some examples of outdoor storage, which weren't screened from view, were observed. These are identified by the existence of an outdoor storage unit or a fenced in area designated for storage. Exposed outdoor storage is a blight factor in itself, but it can also lead to additional health and safety problems and poses a potential fire hazard to nearby residents and property owners.

3) *Inadequate provision for ventilation, light, sanitation, open spaces and recreational facilities*.

A typical indicator of inadequate ventilation and light includes building walls with windows placed too close together so that air and light cannot reach the windows. Open space and recreational facilities refers to parks and playgrounds which are inadequately maintained.

There were only a few examples of blight due to inadequate sanitation observed. It could not be determined if the condition was due to the business owner or a random act by a citizen(s). Often times, citizens will place debris or refuse in unlocked sanitation areas. This is a minor problem in all three corridors of the proposed new redevelopment area. Increased attention by business and property owners would minimize this blighting factor.

Age, Obsolescence and Deterioration and Dilapidation Mixed Character, Shifting of Uses

4) *Age, obsolescence, deterioration, dilapidation, mixed character or shifting of uses.*

Age refers to buildings and structures of older construction that have not been renovated or upgraded to: eliminate deterioration; modernize heating, ventilation, plumbing or electrical systems; or remedy code or other legal violations or inadequacies. Obsolescence refers to an outdated building design and layout, or site plan that is no longer useful or economically viable given present-day standards or market needs. Such buildings may encourage marginal uses or become neglected and pose safety hazards.

Dilapidation and deterioration are characteristics of buildings or structures.

The terms "Mixed Character" and "Shifting of Uses" refer to a use in a building that was not intended for that building and, consequently, the building is usually poorly adapted and inefficient. This is considered a blighting characteristic because it can lead to incompatible uses, and increased deterioration if buildings are put to more rigorous use than originally intended.

Dilapidation and Deterioration

Ratings in this blight category are the product of first hand field observations. These observations occurred on various dates from March 2010 to October 2010.

The rating categories used in the field survey to assess conditions are generally defined as follows:

- Buildings or land rated as excellent or in good condition (**"0" or "1")** are in need of little or no maintenance; vacant parcels are well cared for and not overgrown with weeds or other debris.

- Buildings or land rated as deferred maintenance (**"2" or "3"**) need minor improvements such as paint or other exterior cosmetic repairs; vacant parcels need minor landscaping improvements.

- Buildings or land rated as needing moderate rehabilitation ("**4**") require a substantial amount of improvement such as a new roof, exterior siding, foundation repairs, etc.; vacant parcels are extensively overgrown and may exhibit topographical problems; and

- Buildings or land rated as needing extensive rehabilitation ("**5**") are abandoned or boarded up, very poorly maintained, have significant structural damage or need several major repairs. Vacant parcels are thoroughly overgrown with weeds, have substantial debris, have been used as a common dumping ground, exhibit foundations of demolished buildings, have severe topographical problems, etc.

Structures that were assigned a rating of "2", "3", "4" or "5" are considered to be in a state of dilapidation or deterioration. While a property may have been assessed a relatively low blight rating, such as a rating of "2", the conditions of the surrounding properties are also a factor in determining the level of blight within an area. Deteriorated buildings which have not been properly maintained by property owners and tenants are a hindrance to attracting new development to the area. Existing property owners and prospective developers are often discouraged from investing in an area where deterioration is prevalent, because security in their investment is uncertain. The presence of properties which exhibit signs of deterioration may also deter owners of neighboring properties from improving or even maintaining their properties. This occurs if it appears that any benefits which might accrue to their properties will be diminished or negated due to the condition of surrounding properties. This presents a risk of decreases in property values if deteriorated conditions are permitted to persist.

Dilapidated and Deteriorated

The overriding blight factor in all three corridors is evidence of dilapidation and deterioration. Of the total of 704 commercial parcels, staff evaluations rated 123 parcels/building as "4" or requiring moderate rehabilitation or substantial improvement, and 35 parcels/buildings as "5" requiring extensive rehabilitation. More importantly, staff evaluated 311 parcels/buildings as "2 or 3" requiring deferred maintenance/minor improvements. In short, 469 of the 638 parcels in the proposed new Redevelopment Area, or 66 percent, are judged to be deteriorated or dilapidated under this blight factor.

While a parcel/building that has what may be considered a lower blight rating, such as a "2 or 3", it is important to note that once a building or parcel becomes deteriorated and/or dilapidated, it is incumbent upon the property owner to address and undertake the necessary maintenance and improvements to keep the property from further decay. Given the current economic environment, many property owners are financially impacted and cannot make those continued investments in the property.

Table 1
Summary Condition of Buildings & Parcels in the Proposed New Redevelopment Area 2 (Commercial Parcels)

	Condition	No. of Parcels	Percent of all Parcels
0 or 1	Buildings or vacant land in excellent or good condition, minor landscape improvements needed.	235	33%
2 or 3	Deferred maintenance/minor improvements needed, vacant land slightly overgrown	311	44%
4	Moderate rehabilitation/substantial improvements needed, vacant land severely overgrown	123	17%
5	Extensive rehabilitation/structural damage/major repairs/abandoned, vacant land thoroughly overgrown, demolished foundations, debris	35	5%
	TOTAL	**704**	**100%**

Total Dilapidated & Deteriorated (2 – 5) 66%

B. **Economic Dislocation, Deterioration or Disuse**

An economic dislocation, deterioration, or disuse resulting from faulty planning. Evidence of faulty planning results from buildings containing uses, which are incompatible with adjacent uses.

Incompatible uses observed in the three corridors could be characterized by the mix of businesses which are near residential parcels. Some parcels located in the proposed new redevelopment area back up to single-family homes and multi-family apartments. The majority of those parcels were located in mature areas of the business/commercial center. This blighting characteristic is not a major factor in the proposed new redevelopment area.

C. Lots of Irregular or Inadequate Shape or Size

The subdivision and sale of lots of irregular form and shape and inadequate size for proper usefulness and development.

The economic viability of an area is reduced when it contains a number of lots of inadequate size for usefulness and development. This situation is commonly the result of historical subdivision and development patterns, as well as shifting economic trends in commercial sectors (e.g. shifts in the demand for goods and services). Adequate parcel size and dimension are necessary if land is to be effectively utilized. Certain minimum lot sizes are required not only for code compliance, but also to make development and redevelopment attractive to investors. Parcels must be large enough to accommodate the primary structure, setback area, circulation, and parking space. Parcels not able to meet these conditions may require that potential investors acquire adjacent properties (which may not be for sale) or forego rehabilitation or development of a property in lieu of an attractive site of adequate size and dimensions. Section 279.388 of the NRS considers the "subdividing and sale of lots of irregular form and shape and inadequate size for proper usefulness and development" a characteristic of a blighted area.

New and recently built commercial development tends to be designed in an appropriate manner which does not impact potential investment in the surrounding properties. It is only when you look at the older, more mature commercial development that this blighting characteristic has a role in impacting future investment in a property. For example, the parcels in the Charleston corridor that are zoned as Professional-Residential (P-R) may have a typical single-family lot shape, but when you have multiple parcels designated as P-R along a commercial corridor, then investment in the area will be negatively impacted. The Charleston corridor has 103 parcels designated as P-R. The Sahara corridor has 12 and Decatur corridor has 21 parcels designated as P-R.

D. Disregard to Contours or Physical Conditions

The laying out of lots in disregard of the contours and other physical characteristics of the ground and surrounding conditions. This blighting characteristic refers to the presence of parcels that, because of their layout, create problems with, or do not take advantage of, opportunities presented by the topography of an area.

No examples of parcels with contour or physical condition problems in the proposed new Redevelopment Area were found.

E. Inadequate Streets or Physical Conditions

The existence of inadequate, deteriorating, rutted streets, open space and utilities. Section 279.388 of the NRS states a blighted area may also be characterized by the existence of inadequate public streets, open space or utilities. Inadequate streets are defined as those that lack the capacity to carry the existing or anticipated vehicular traffic, or provide inadequate access to an area. Inadequate open space refers to a lack of sufficient parks and recreation areas. Inadequate utilities means that an area lacks or is poorly served with electricity, gas, telephone or other services necessary for successful development.

The majority of the commercial parcels in the proposed new Redevelopment Area are mostly along the major commercial corridors of Sahara, Charleston and Decatur. There was some deterioration of curbs, sidewalks, gutters and streets in all three corridors, but most of the parcels are the responsibility of the city and are on a regular schedule for maintenance and repair.

Field observations throughout the three commercial corridors showed that this blighting condition has no impact for the proposed new Redevelopment Area.

F. Possible submerging

The existence of lots or other areas which may be submerged. Areas which are flood prone or in a flood plain can be considered as possible submerging candidates.

The Clark County Regional Flood Control District's interactive website for determining if an area is within a 100 Year Flood Zone shows that the proposed new Redevelopment Area will not be impacted. No parcels were found to be a blighting influence due to potential flood problems.

G. Depreciated or Deteriorating Values

Prevalence of depreciated values, impaired investments and social and economic maladjustment to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered. Conditions where assessed values have been declining or failing to keep pace with those in other comparable locations indicates a lack of investment by existing property owners and outside investors.

To assess the depreciated or deteriorating values of the parcels in the three corridors, staff examined whether or not an area's housing stock is keeping pace with the overall performance of the City. Information was obtained from the 2000 Census and the 2005-2009 American Community Survey (ACS). When these figures are compared with the housing figures for the zip codes of the new Redevelopment Area (89102, 89106 and 89107) a determination whether housing figures are maintaining pace can be evaluated.

Apartment contract rent figures provide us with the overall monthly contract rent for the City of Las Vegas and the zip codes of the proposed new Redevelopment Area. From the 2000 Census to the 2005-2009 ACS, we find that the city's contract rent increased from $632 to $841, a 33percent increase. The contract rent for 89102 was $564 to $701, a 24 percent increase. Contract rent for 89106 was $496 to $642, a 29 percent increase. Contract rent for 89107 was $618 to $781, a 26 percent increase. Additionally we can compare the respective zip code's contract rent with the city's contract rent and see that from 2000 Census to the 2005-2009 ACS that each zip code represented a decline of the city's average contract rent. In 2000, 89102's contract rent represented 89 percent, and fell to 83 percent; 89106's contract rent represented 78 percent and fell to 76 percent; and 89107 represented 98 percent and fell to 93 percent.

The decline clearly demonstrates deterioration in the value of the multi-family housing stock in the proposed new Redevelopment Area. A failure to keep pace with the market is an indication of impaired investment and economic maladjustment throughout the study area.

As for economic maladjustment, median household (HH) income is used. Data from the 2009 through 2011 Las Vegas Perspective was used to make a determination of the level of economic maladjustment. The Perspective provides statistical information on 121 zip codes in Clark County. Median HH incomes in areas 89102, 89106, and 89107 in 2009 were $36,116, $33,305, and $46,535; for 2010 - $35,882, $33,357, and $46,398; and for 2011 - $36,715, $35,028, and $47,142. The city's median HH income in 2009 was $58,148 and for 2010 $58,432.

When you look at the 2000 Census data and the 2005-2009 ACS data for the median HH income, you will find that the 89102, 89106, and 89107 zip codes had a decrease in the percentage of the citywide median HH income. In 2000, 89102, 89106, and 89107 represented 73 percent, 63 percent, and 92 percent respectively. In the 2005-2009 ACS data, these three zip codes represented just 68 percent, 56 percent, and 88 percent of the citywide median HH income. This shows that there has been significant economic maladjustment in the proposed new Redevelopment Area.

To assess social maladjustment, we will look at crime statistics and educational levels for the three zip codes that encompass the proposed new Redevelopment Area. From an educational perspective, the national percentage of the population having attained a Bachelor's degree is 17.4 percent (ACS Summary – Census). The percentage for 89102, 89106, and 89107 are 8 percent, 6 percent, and 7.5 percent respectively.

When comparing crime statistics to the national median violent crime index of 4.5, obtained from NeighborhoodScout.com, you will see that 89102, 89106 & 89107 are much higher than the national median, the state's median (7.52) and the Las Vegas MSA (23.85). For violent crimes, the rate ranged from 13.94 to 42.86 in those three zip codes. For property crimes, the national median was 32.1, state median was 35.77, Las Vegas MSA median was 95.49, and the range for the three zip codes was 37.96 to 145.79.

Together, these two indicators demonstrate a significant economic maladjustment from the national levels of crime and education. This results in an area which exhibits the type of social maladjustment which is characteristic of a blighted community.

The proposed new Redevelopment Area suffers from depreciated property values, social and economic maladjustment. Every parcel being considered within the proposed new Redevelopment Area is blighted due to depreciating/deteriorating property values and social and economic maladjustment.

H. <u>Growing, or Total Lack of, Proper Utilization</u>

Growing or total lack of proper utilization of some parts of the area, resulting in a stagnant and unproductive condition of land which is potentially useful and valuable for contributing to the public health, safety and welfare.

This factor refers to the existence of one or more conditions (such as declining or slowly growing property values, or vacant land dispersed among developing properties) that indicate the economic health of an area is declining or stagnating, and that by themselves, or in combination with other physical and social conditions, prevent the private marketplace from economically using, maintaining, upgrading, developing or redeveloping the area.

This blighting characteristic was evaluated in relation to other blighting characteristics, such as the age, obsolescence, deterioration and dilapidation, mixed character; faulty arrangement of the interior and spacing of buildings; lots of irregular form, shape and inadequate size for proper usefulness and development; and economic and social maladjustment. Vacant properties, property zoned as Professional-Residence (P-R) and the overall economic viability of a property/parcel contribute to meeting blighting conditions and preventing private development to make an investment in the proposed new Redevelopment Area.

It is important to emphasize that while the numbers of parcels appear nominal, they have a major impact on the entire neighborhood. More importantly, they provide a dramatic indicator to the private sector that the risk of investing in these areas is likely to be much greater than others. In fact, since Las Vegas was one of the fastest growing cities in the country and the opportunities for the developer were so numerous, the likelihood of them investing in neighborhoods with the risk associated with underutilized property is extremely tenuous.

I. Loss of Population or Use

Loss of population and a reduction of proper use of some parts of the area, resulting in further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.

The 2000 Census and the 2010 Census Summary provided statistics on population. The three zip codes included within the proposed new Redevelopment Area are 89102, 89106 and 89107. These zip codes were compared to the entire City of Las Vegas to provide perspective on population loss or stagnation.

This comparison proved extremely revealing demonstrating an overall stagnation within the proposed new Redevelopment Area. Between 2000 and 2010 the City of Las Vegas' population increased by 102,900 or 21% or 1.96% on an Annual Rate. In contrast, 89102 showed a **decrease** of **4%,** or a **-.46%** Annual Rate. 89106 showed a small **increase** of **.5%**, or a **.05%** Annual Rate. 89107 also had a minimal **increase** of **1%**, or a **.13%** Annual Rate. These anemic numbers, when contrasted to a City whose population increases make it one of the fastest growing cities in the country during this period, definitely indicates stagnation and decline. Couple these population figures with the other measures of deterioration previously reported verifies that the proposed new Redevelopment Area demonstrate a profound reduction in proper use of the Area and added costs to the taxpayer.

Summary

Of the 12 blight categories profiled, blight was identified in seven of them. Naturally the extent of this blight is more pervasive in some categories than others. Also, the magnitude of blight varies from Corridor to Corridor depending on the category. It is important to recognize that blight, even in minor numbers, has a substantial impact on deterioration of the entire area and a reluctance on the part of the private sector to contemplate new investment.

CONCLUSION

TABLE 2 provides a summary of the blight observed in the proposed Redevelopment Area. It is apparent that 100 percent of the parcels in the proposed Redevelopment Area are blighted in two categories. Similarly, a majority of all **704** parcels are considered dilapidated or deteriorated. This blight category is especially critical because deterioration of this nature has a tendency to spread to solidly maintained parcels quickly in challenging economic conditions.

In the last analysis, it has been clearly demonstrated that all parcels are blighted in some aspect and are further threatened by other parcels which are severely blighted. In short, it is apparent that the classic characteristics of blight delineated in NRS 279 are readily evident to the extent that they are detrimental to the public health, safety and welfare. These conditions exist in all three corridors of the proposed new Redevelopment Area to an extent where they predominate and may have injuriously affect to the entire proposed new Redevelopment Area.

TABLE 2

SUMMARY OF BLIGHT CONDITIONS
(704 Total Commercial Parcels)

Blight Factor	Blighted Parcels	Percent Blighted
A-1) Defective design* INCORPORATED IN A-4 BELOW	0	0%
A-2) Faulty arrangement & spacing of buildings	136	19%
A-3) Inadequate ventilation, light, sanitation, open spaces, and recreations facilities	0	0%
A-4) Age, obsolescence, deterioration, dilapidation, mixed character or shifting of uses	375	53%
B) Economic dislocation, deterioration or disuse	42	6%
C) Lots of irregular form, shape or size	45	6%
D) Lots in disregard to contours or other physical characteristics	0	0%
E) Inadequate streets, open spaces and utilities	0	0%
F) Lots which may be submerged	0	0%
G) Depreciated values, impaired investments, and social & economic maladjustment	704	100%
H) Stagnant and unproductive condition of land	61	8%
I) Loss of population resulting in further deterioration and added costs to the taxpayer	704	100%

RESIDENTIAL AREAS – Observations and Evaluation

There are three neighborhoods that are proposed for the new Redevelopment Area – Richfield Village; Las Verdes Heights; and Hyde Park Subdivision. Staff walked each neighborhood and noted the blighting conditions. Below is a summary of the findings.

There is obviously some ongoing reinvestment by some property owners. There is a visible on-going standard of maintenance and clear indications of pride of ownership on each block. The well manicured traditional lawns and landscaping, decorative fencing and patios are well planned, arranged and furnished as attractive outdoor rooms for entertaining, family and friends.

In contrast to those homeowners there are a substantial number of homes that exhibit deferred maintenance such as:

- Housing façades with bare wood components, gables ends, fascias, and trim that have years of peeling paint
- Buildings in general need of painting
- Variety of expedient, temporary patches on buildings
- Damaged roofs missing substantial shingles or other roofing material
- Roofs in need of major repair and or replacement
- Fascias and cornices deteriorated and separating from wall and /or roof systems
- Masonry repairs performed by non-qualified tradesmen, on walls, steps, porches, property fencing
- Dangerous masonry repairs that are not stable for the original purpose designed
- Wooden fences sagging, falling and fallen
- Old construction materials stored in yards or against the building
- Dead landscaping, dead trees, falling limbs left where they fell
- High weeds as fire hazard
- Front yards filled with concrete
- Front yards, side lots and ROW used for storage for vehicles, working and non-working- stored cars, trucks, boats, trailers, RV's and other debris
- Windows and doors with taped glass paned, or missing windows
- Hanging doors, not hung, appear to be non-functional
- Burned-out structures, partial and not occupied, left open to trespass; not posted or any indications of insurance repair or building permits, others having evidence of "intermittent owner repair"

Given the number of homes that exhibit the blighting conditions above, it can be determined that the neighborhoods have deteriorated to a point where private investment is no longer looking to invest in these neighborhoods. Programs and financial resources will need to be developed to address blight and disinvestment in the neighborhoods.

Photographic Examples of Blighting Conditions

24-HOUR MIXOLOGY BAR & GRILL
03.23.2010

03.23.2010

03.23.2010

04.14.2010

04.01.2010

04.01.2010

04.01.2010

04.02.2010

04.02.2010

04.02.2010

04.14.2010

04.14.2010

4021
04.09.2010

03.23.2010

03.23.2010

FOR SALE
PLEASE BY OWNER
CALL 510-444-08
5050
03.25.2010

03.23.2010

03.23.2010

04.07.2010

04.07.2010

DODGE
RAM CHARGER
NEVADA
500 JWD
04.14.2010

DO NOT
ENTER
04.15.2010

05.04.2010

CLEAR
05.04.2010

AVAILABLE 363-4788
AVAILABLE 363-4788
AVAILABLE 363-4788
22
21
20
19
10.06.2010

10.06.2010

04.27.2010

ENSES
04.01.2010

04.02.2010

05.03.2010

Photographic Examples of Residential Blighting Conditions

05.18.2010

05.18.2010

04.14.2010

799-WKP
04.14.2010

04.14.2010

04.14.2010

04.14.2010

PEER REVIEW REPORT

BLIGHT STUDY

CITY OF LAS VEGAS REDEVELOPMENT AREA 2

April 14, 2012

Prepared by Larry Bender,

Bender & Associates

Assignment

The Scope of Work for this Peer Review required an evaluation of the City of Las Vegas' Blight Study. To adhere to state statutes, a Blight Study is required whenever a local municipality decides to create a new redevelopment area. The Peer Review was designed to assess the Blight Study's strengths, weaknesses, and potential deficiencies and to summarize them in a written report. To meet this requirement the Peer Review report was divided into four sections. The first section evaluates the strengths of the Blight Study's written narrative, while the second assesses its weaknesses. The third section provides a field review and evaluation of all the parcels intended to be included in the new redevelopment area. This field review is divided into three sections which correspond to the three corridors delineated in the Blight Study, i.e. Charleston, Decatur and Sahara. The final section provides a comprehensive list of the salient conclusions resulting from the Peer Review evaluation and assessment.

Strengths of the Blight Study Narrative

The Blight Study follows the established template used throughout the State of Nevada (Clark County, North Las Vegas, Boulder City, Ely, etc.) to create a redevelopment area. This format begins by listing the twelve factors which constitute blight as defined by NRS 279.388. This definition is provided both in the specific language of the law and the common sense explanations of the various blight factors. The Blight Study then proceeds to focus on each individual factor and documents how each parcel does, or does not, qualify as blighted under each of the twelve categories. Next, a total of how many parcels, and the percentage in each of the twelve categories which qualifiy as blighted, is provided. Finally, the individual categories are added to provide an overall total number of parcels and percentage of blight in the entire proposed redevelopment area.

In reviewing Las Vegas' Blight Study it became apparent that its parcel by parcel documentation of blight for the proposed area is second to none and one of the Study's major strengths. Both the photographic record of blight and the first hand observations of each parcel, demonstrate an exhaustive effort to make a sound judgment regarding the extent of blight. The importance of this comprehensive approach cannot be overstated as some aspects of blight, especially the difference between deferred maintenance, and deterioration and dilapidation, can often be very subjective.

The documentation and discussion of the two blight factors known as economic maladjustment/dislocation and loss of population is also a strength of the Blight Study. It is no surprise that when specific elements of these two blight factors (such as declining property values or increases in crime) are considered, 100% of the parcels are impacted. If anything, given the severe economic recession of the past four years, the surprise is that the Blight

Study's demonstration of economic maladjustment and loss of population isn't even more compelling.

The Blight Study's discussion of the extent of the blight factor called dilapidation and deterioration is also exceptional. This blight factor is often the most difficult to quantify since the difference between minor deferred maintenance (which does not legally constitute blight), and deterioration and dilapidation (which does) is often extremely subjective. Yet, while deferred maintenance can sometimes be a temporary and minor problem, it can also quickly escalate to the more serious deterioration or dilapidation category. Once it escalates, it can rapidly impact an entire neighborhood (often triggering other blight factors such as economic maladjustment and loss of population) even affecting those parcels which previously had no blight. The Blight Study provides an evaluation of each parcel listing the magnitude of their dilapidation and deterioration through an excellent rating system summarized in Table 1. Ultimately this is the precise reason municipalities create redevelopment areas – to address commercial and/or residential deferred maintenance before it can evolve into widespread deterioration.

Weaknesses of the Blight Study Narrative

The Blight Study correctly indicates that the proposed new redevelopment area exhibits examples of the blight factors " faulty spacing of buildings" and "lots of irregular shape and inadequate size". This blight factor is serious because commercial lots of small size and limited depth may often remain economically viable only if they are able to expand. This expansion is critical since businesses located on cramped lots are invariably hampered by difficult and/or awkward ingress, egress and parking. Yet, the assemblage of nearby parcels, which is often crucial to a small businesses' economic survival, may not be possible. This assemblage is often prevented due to the unwillingness of adjacent property owners to sell their property, or zoning laws which prohibit commercial expansion into residential neighborhoods. These blight factors are particularly acute in the Charleston corridor from Valley View to Jones and in the Decatur corridor from Alta to Charleston. While the Blight Study recognizes this problem, it doesn't stress how significant a blight factor this is to a considerable portion of the proposed new redevelopment area, most notably in the Charleston and Decatur corridors.

The second weakness of the Study occurs in the description of the West Charleston Boulevard Corridor. This description lists the total number of parcels as 1,008 in one location and 983 in another.

The section of the Blight Study entitled "Residential Areas – Observations and Evaluation" provides a detailed description of the deferred maintenance, rehabilitation and repair problems of individual residential properties. However, while admittedly subjective, this Peer evaluation

did not consider the extent of these problems to be nearly as serious as indicated in the Blight Study. It would also have been helpful if some of the residential streets which the Blight Study considered most blighted were listed by name.

Finally, Table 2, entitled "Summary of Blight Conditions," lists all twelve blight factors and the number of parcels and percentage which qualify under each category. This table is the most critical in the entire Blight Study and is extremely important in documenting the blight in the proposed area. However, Table 2 only includes the commercial parcels. The table would be vastly improved if the residential parcels were summarized as well.

Field Survey

The Peer Review field survey was designed to independently evaluate the incidence of blight listed in the Blight Study to verify it was of the magnitude and severity that warranted placing its parcels within the proposed new redevelopment area. While admittedly somewhat subjective, this assessment was undertaken by an evaluator who has had in excess of 27 years experience in the field of redevelopment throughout the State of Nevada.

Field Survey Evaluation - Charleston Corridor

Interstate 15 to Valley View - This section contains relatively well maintained office uses near UMC interspersed with buildings exhibiting deferred maintenance. Deferred maintenance and deterioration progresses as you move west from UMC and its adjacent medical neighborhood.

Valley View to Decatur - Many small single story service oriented and retail conversions line both sides of the street in this area. Blight is a significant issue, both from deferred maintenance (particularly on commercial facades) to the small lot sizes previously described as being blighted due to spacing of buildings, lots of irregular form and shape, and economic maladjustment.

Decatur to Rainbow – Similar one story commercial businesses and neighborhood shopping centers with substantial vacancies predominant in this sector. Small businesses with constrained lots result in the same ingress, egress and parking problems, as well as difficulty in expansion and assemblage, experienced in the Valley View to Decatur sector. Significant deferred maintenance exists in this area.

Overall all the parcels in this corridor warrant inclusion in the proposed redevelopment area.

Field Survey Evaluation – Decatur Corridor

U.S. 95 to Charleston – Small and large commercial retail centers integrated with single story service-oriented businesses, numerous franchise restaurants and one hotel casino are located in this area. The blight factors of small lot size and limited depth again result in blight factors of faulty spacing, economic dislocation and inadequate size and shape. Deferred maintenance and deterioration and numerous vacant businesses exist. Most notable is the vacant former Centel telephone headquarters office building.

Charleston to Sahara – Numerous, small, one story service-oriented and retail uses predominate in this area. Significant deferred maintenance and deterioration exists throughout this section.

Hyde Park Residential Neighborhood – Moderate deferred maintenance and deterioration is located in this low to moderate income neighborhood, most noticeably east of Esseks Park.

All of the commercial parcels along the Decatur corridor merit inclusion in the proposed redevelopment area. However, the relatively well maintained Hyde Park neighborhood, with no indication of a need for street or sidewalk improvements, makes it a marginal candidate for inclusion in the proposed redevelopment area.

Field Survey Evaluation – Sahara Corridor

Interstate 15 to Valley View – Small scale strip commercial development on both sides of the street exhibits substantial deferred maintenance and deterioration most likely due to the severe economic recession of the past four years. A once thriving shopping center on the northeast corner of Sahara and Decatur is now riddled with vacancies.

Valley View to Decatur – Numerous vacant businesses, particularly in neighborhood shopping centers and automobile dealerships are the most notable feature of this sector. Significant deferred maintenance and deterioration, especially on building facades, is evident.

Decatur to Rainbow – Some deferred maintenance and deterioration exists in this section, but most businesses appear to have successfully weathered Las Vegas' recession. Some examples of this prosperity are the Las Vegas Athletic Club, Clark County School District headquarters building and Sammy's Woodfired Pizza. Apparently thriving auto dealerships are Desert Nissan, Mini Cooper, Rolls Royce, Bentley, and Lexus.

This lack of blight renders the section of Sahara from Decatur to Rainbow Boulevard an unlikely candidate for inclusion in the proposed redevelopment area.

Richfield Residential Neighborhood – Moderate deferred maintenance and limited deterioration, with the exception of Palm Springs Way, is the general impression of this neighborhood. The homes in this neighborhood are lower middle to moderate income and generally well maintained. **This neighborhood does not warrant inclusion in the proposed redevelopment area.**

Las Verdes Heights – These low to moderate income homes exhibit moderate deferred maintenance and limited deterioration with a few vacancies, but are generally well maintained. **This neighborhood should also not be a candidate for inclusion in the proposed redevelopment area.**

Conclusions

The Peer evaluation of the Las Vegas Blight Study for the proposed Redevelopment Area 2 results in the following ten overriding conclusions:

1. This Blight Study satisfies State legal requirements since seven of the twelve blight categories exhibit some level of blight.
2. This Blight Study is extremely well documented, particularly the visual which effectively provides an extensive photographic record of some of the most blighted parcels
3. All the parcels in the proposed redevelopment area suffer from the two blight factors entitled loss of population and economic maladjustment/dislocation.
4. Many of the small businesses along Charleston and Decatur Boulevards are severely impacted from the two blight factors entitled inadequate shape and size and faulty spacing of buildings.
5. The entire Charleston Boulevard Corridor from Interstate 15 to Rainbow Boulevard merits inclusion in the proposed redevelopment area.
6. The entire Decatur Boulevard Corridor from U.S. 95 to Sahara Avenue merits inclusion in the proposed redevelopment area.
7. The Sahara Avenue Corridor from Interstate 15 to Decatur warrants inclusion in the proposed redevelopment area. The section from Decatur to Rainbow should not be a candidate for inclusion in the proposed redevelopment area.
8. The Hyde Park residential neighborhood exhibits limited to moderate deferred maintenance and deterioration. It is considered a marginal candidate for inclusion in the proposed redevelopment area.
9. The Richfield residential neighborhood is generally well maintained with limited deferred maintenance. It should not be a candidate for inclusion in the proposed redevelopment area.
10. The Las Verdes residential neighborhood is generally well maintained with limited deferred maintenance. It should not be a candidate for inclusion in the proposed redevelopment area.

ADDENDUM TO THE BLIGHT STUDY

CITY OF LAS VEGAS REDEVELOPMENT AREA 2

May 15, 2012

A Peer Review (dated April 14, 2012) of the Blight Study was undertaken by a third-party, Bender & Associates. The evaluation of the Blight Study was conducted by the third-party to assess the strengths, weaknesses, and potential deficiencies of the Blight Study.

The third-party review concluded that the following areas should be removed from the proposed Redevelopment Area 2:

1. Sahara Avenue Corridor – The section from Decatur Boulevard to Rainbow Boulevard should not be included.
2. Hyde Park Residential Neighborhood – This neighborhood is a marginal candidate for inclusion, as such, it should not be included.
3. Las Verdes Residential Neighborhood - This neighborhood is a marginal candidate for inclusion, as such, it should not be included.
4. Richfield Residential Neighborhood - This neighborhood is a marginal candidate for inclusion, as such, it should not be included.

Staff concurs with the third-party review regarding items 1 through 3 above. Below, you will find the staff reassessment of item 4 (Richfield Residential Neighborhood) and additional information which details why Richfield should be included in the proposed Redevelopment Area 2.

The portion of the Richfield Residential Neighborhood (Richfield) being considered for inclusion in Redevelopment Area 2 consists of 123 single-family homes. In 2006 and 2007, Southern NV Rental Holdings LLC, purchased 113 out of 123 homes (92%) in Richfield and is bounded to the east and south by properties that are zoned Industrial and Commercial. Purchasing these properties would enable the property owner to do the following:

A. Continue the assemblage of a large contiguous area to be developed into a large mixed-use commercial and residential project.
B. Consolidate properties which are adjacent to the current Downtown Redevelopment Area.

Out of the 113 homes, Southern NV Rental Holdings LLC is currently renting out 68 homes, amounting to 60 percent (60%) of the residential units. Forty percent (40%) of the units, 45 in total, are vacant. Out of these 45 units, one-third of the units (15 units) are considered by the property-owner to be uninhabitable. These 15 units would require a significant rehabilitation investment to make them habitable.

The map below shows the shaded area is approximately 80 acres and is zoned commercial, industrial and residential. The Richfield area (shaded yellow) amounts to approximately 18 acres, or twenty-three percent (23%) of the land assemblage. The light blue shaded area, adjacent to the north and east of Richfield, is to be included in Redevelopment Area 2 and the shaded area with red hash lines is located in the current downtown redevelopment area.

Since the time the property owner acquired the residential property for purposes of creating a large scale mixed use project, the economic environment has stalled the project. During this time, the property owner decided to rent out residential units located in Richfield and also to maintain the properties to a minimum level to ensure that the properties and surrounding neighborhood do not fall into further decline.

Richfield, is impacted by the following blighting conditions as detailed on page 2 of the Blight Study:

A-4) Age, Obsolescence and Deterioration and Dilapidation Mixed Character, Shifting of Uses

The Richfield Residential Neighborhood, while still residential, will become part of a large mixed-use project in the future. This shift in the use and character of Richfield will increase the probability that vacancies will increase, population will decrease, and resulting in the existing residential units being marginally maintained and open to potential vandalism.

G) Depreciated or Deteriorating Values

Richfield Residential Neighborhood suffers from the same conditions and analysis for this blight factor, as written in the Blight Study on pages 13-15. Every property in Richfield is blighted due to depreciating/deteriorating property values and social and economic maladjustment.

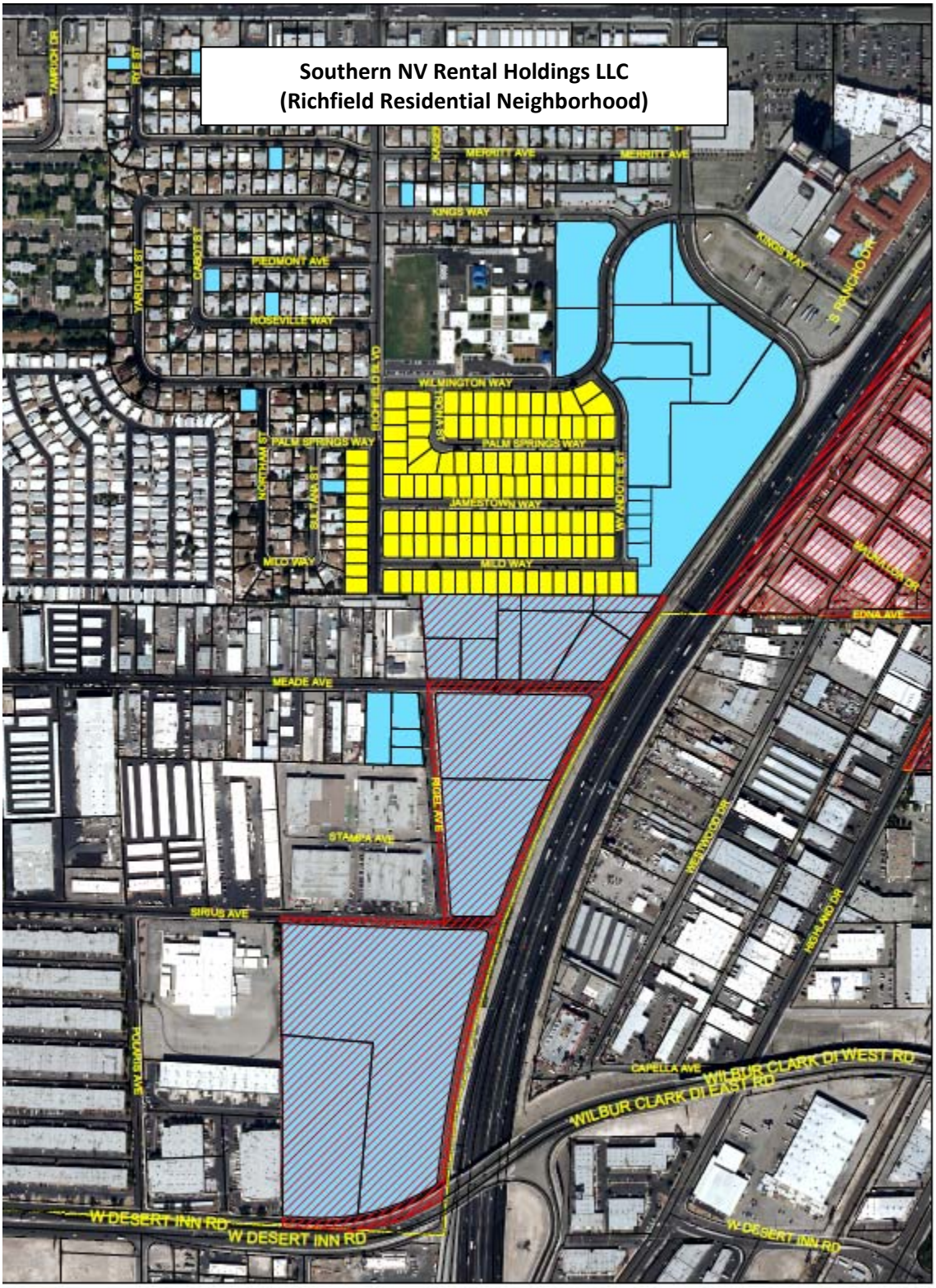
H) Growing, or Total Lack of, Proper Utilization

Given the fact that a single property owner has purchased ninety-two percent (92%) of the property for their land assemblage, Richfield can now be considered blighted due to the fact that the property is part of a large-scale mixed use project in the future. Keeping these residential properties "as-is", does not provide a reason to continue investing in the immediate area. Private development involvement in the project would not be readily available to the project developer.

I) Loss of Population or Use

Richfield Residential Neighborhood suffers from the same conditions and analysis for this blight factor, as written in the Blight Study on page 16. Secondarily, this blight factor can be weighted higher due to the high vacancy rate of forty percent (40%) for the neighborhood. Potential residents know that Richfield is part of a larger project and will be unlikely to rent any available home.

Summary - Given the above blighting factors, Richfield Residential Neighborhood qualifies for inclusion into the proposed Redevelopment Area 2.


Southern NV Rental Holdings LLC
(Richfield Residential Neighborhood)
MERRITT AVE
KINGS WAY
PIEDMONT AVE
ROSEVILLE WAY
WILMINGTON WAY
PALM SPRINGS WAY
JAMESTOWN WAY
MILO WAY
MEADE AVE
STAMPA AVE
SIRIUS AVE
CAPELLA AVE
EDNA AVE
W DESERT INN RD
WILBUR CLARK DI WEST RD
WILBUR CLARK DI EAST RD
S RANCHO DR
Legend
Fisher Brothers Holdings
Redevelopment Area
0 210 420 840 Feet
11/17/2009

Agency Analysis of the Preliminary Plan

Section 279.528 of the NRS requires an analysis of the Preliminary Plan contained in this Report to City Council. The City of Las Vegas Planning Commission approved the Preliminary Plan on March 13, 2012. The Preliminary Plan describes the boundaries of the Redevelopment Area, contains general statements of land uses, layout of principal streets, population densities, and building intensities and building standards proposed as the basis for the redevelopment of the proposed Redevelopment Area. The Preliminary Plan also shows how the purposes of NRS 279.382 – 279.685 would be attained through the redevelopment of the area. Most importantly, the Preliminary Plan was designed to be in conformance with the City of Las Vegas Master Plan. On April 18, 2012, 2004 the City of Las Vegas City Council confirmed that the Preliminary Plan conforms to its Master Plan.

The proposed City of Las Vegas Redevelopment Plan conforms to the standards and provisions of the Preliminary Plan. The Redevelopment Plan includes the same layout of the principal streets as indicated in the Preliminary Plan. The Redevelopment Plan proposes the same types of land uses that are allowed under the City of Las Vegas Master Plan.

Building intensities in the Redevelopment Plan are in compliance with limits established in the City of Las Vegas's Master Plan and the Preliminary Plan. Permitted uses are governed by City of Las Vegas zoning regulations. Utility construction is governed by existing City of Las Vegas regulations. Proposed building standards are governed by existing City of Las Vegas regulations.

As set forth in the Preliminary Plan, the redevelopment of the Redevelopment Area will attain the purposes of NRS 279.382 – 297.685 through:

1) Efforts to eliminate areas of suffering from economic dislocation and disuse;
2) The replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, and which could not be accomplished by private enterprise acting alone without public participation and assistance;
3) Upgrading and expanding roads and utilities to accommodate new development.
4) Efforts to redevelop parcels which are suffering from impaired investment and economic maladjustment; and
5) Protecting and promoting sound development and redevelopment of blighted areas and the general welfare of citizens of the City of Las Vegas by remedying injurious conditions through the employment of appropriate means.

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: JUNE 12, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-45073	Staff recommends APPROVAL.	

SS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to establish a new redevelopment area (Redevelopment Area 2) within the City of Las Vegas, consisting of noncontiguous parcels generally located along Charleston Boulevard, Sahara Avenue and Decatur Boulevard. The area is being created to slow and prevent blight in the proposed areas.

Pursuant to state law, the applicant filed and the City Council approved a Preliminary Plan establishing the boundaries of the new redevelopment area. This action, if approved, would adopt a final plan containing regulations, recommendations for revitalization and methods of financing redevelopment.

As the Final Plan addresses the required NRS elements for submittal of a redevelopment plan to the City Council, staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/18/12	The City Council approved a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and change the future land use designation on various parcels with the redevelopment area to C (Commercial) or MXU (Mixed Use). The Planning Commission and staff recommended approval.
	The City Council approved the Preliminary Plan for Redevelopment Area 2 (DIR-44582). The Planning Commission and staff recommended approval.
05/08/12	The Planning Commission voted to hold this item in abeyance to the 06/12/12 PC meeting.

ANALYSIS

Having met the prerequisites for establishment of a new redevelopment area and gaining approval of a preliminary plan for redevelopment, revitalization and rehabilitation of Area 2, the applicant is further required by NRS 279 to submit a final plan addressing the following:

1. The amount of open space to be provided and the layout of streets;
2. Limitations on type, size, height, number and proposed use of buildings;
3. The approximate number of dwelling units;
4. The property to be devoted to public purposes and the nature of those purposes;
5. Other covenants, conditions and restrictions which the legislative body prescribes; and
6. The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

The Final Plan contains the plan text detailing the above requirements, a blight study documenting areas of deterioration, a map showing the boundaries of Redevelopment Area 2 and a legal description of the parcels contained therein.

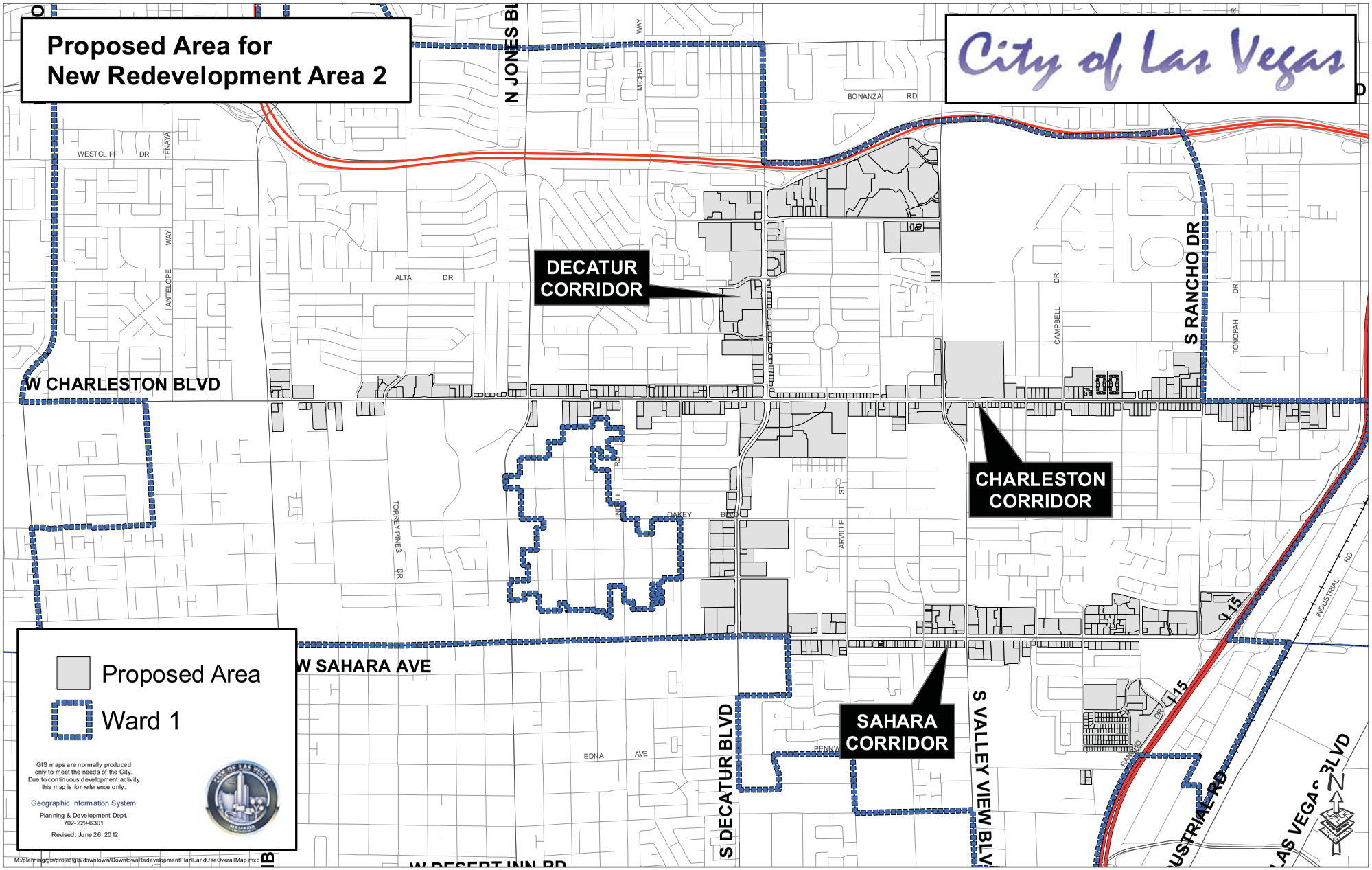
FINDINGS (DIR-45073)

The Final Plan addresses the required NRS elements for submittal of a redevelopment plan to the City Council. Therefore, staff recommends approval.

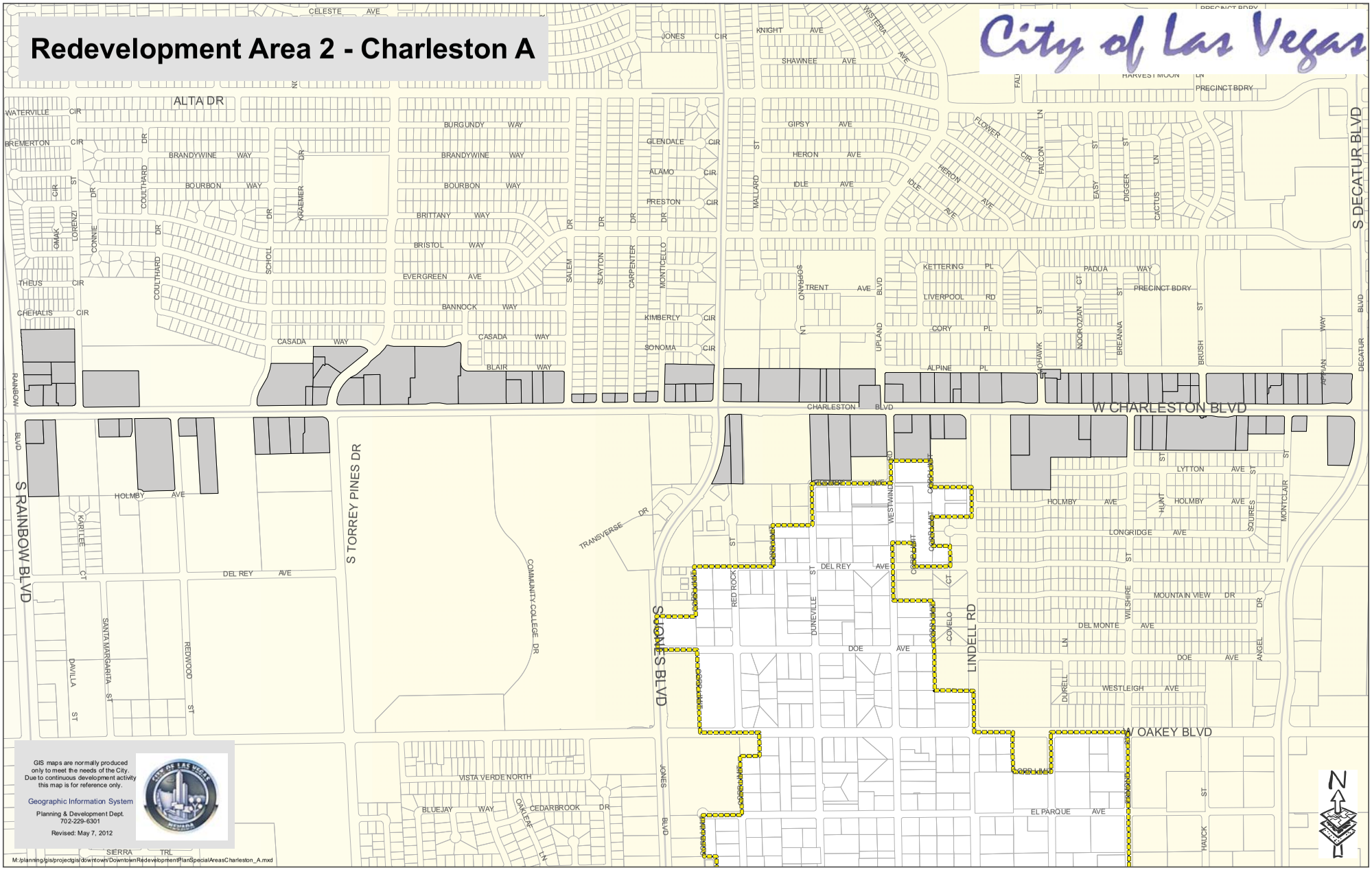
NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

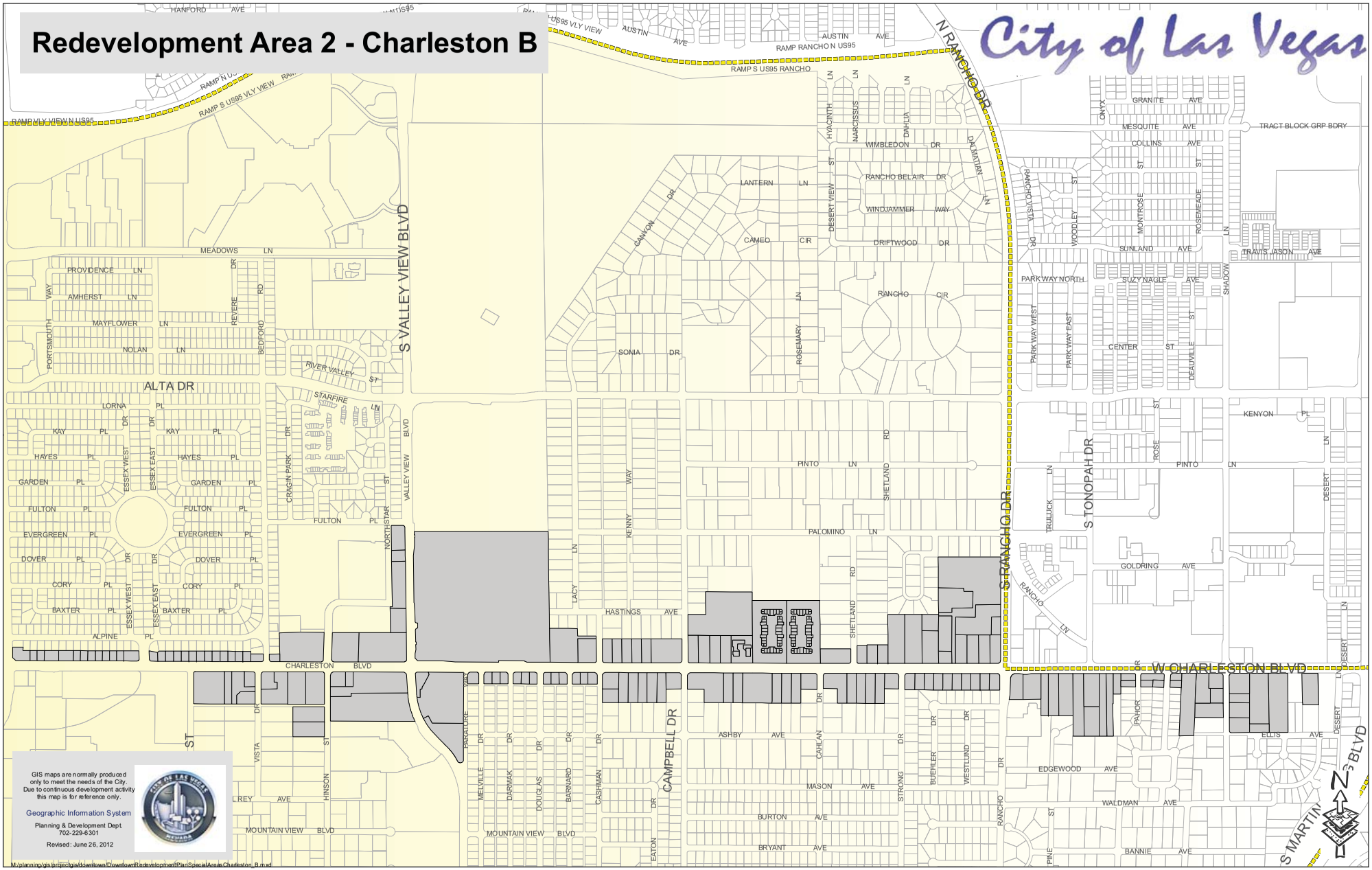
PROTESTS 0


Proposed Area for
New Redevelopment Area 2
City of Las Vegas
DECATUR CORRIDOR
CHARLESTON CORRIDOR
SAHARA CORRIDOR
W CHARLESTON BLVD
W SAHARA AVE
S DECATUR BLVD
S VALLEY VIEW BLVD
S RANCHO DR
N JONES BLVD
BONANZA RD
INDUSTRIAL RD
Proposed Area
Ward 1
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301
Revised: June 26, 2012
M:\planning\gis\projects\downtown\DowntownRedevelopmentPlan\LandUseOverallMap.mxd

Redevelopment Area 2 - Charleston A



Redevelopment Area 2 - Charleston B



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Revised: June 26, 2012

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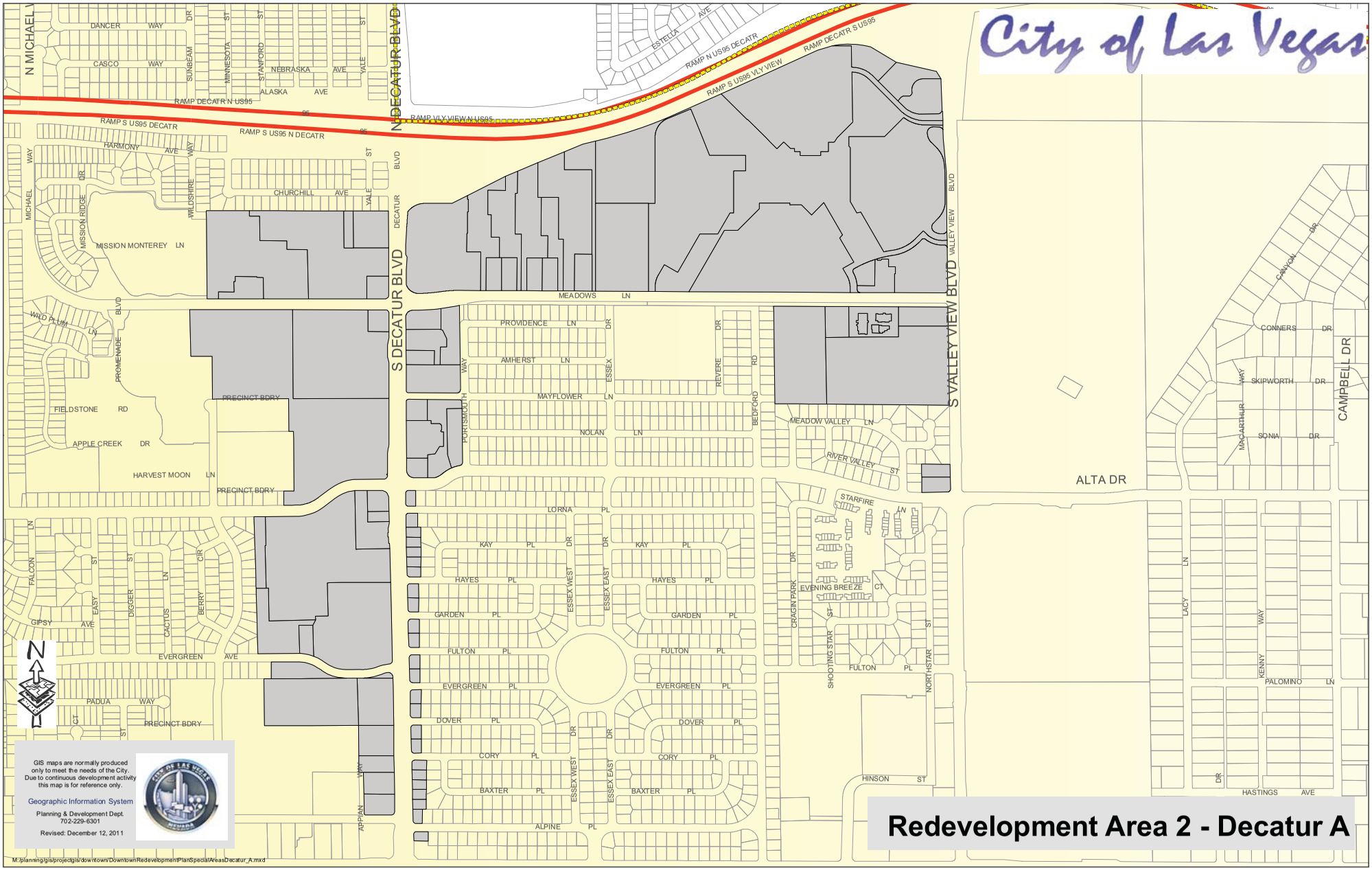
City of Las Vegas
N DECATUR BLVD
S DECATUR BLVD
S VALLEY VIEW BLVD
RAMP S US95 DECATR
RAMP S US95 N DECATR
RAMP N US95 DECATR
RAMP S US95 VLY VIEW
RAMP DECATR S US95
RAMP DECATR N US95
RAMP VLY VIEW N US95
HARMONY AVE
CHURCHILL AVE
NEBRASKA AVE
ALASKA AVE
ESTELLA AVE
MEADOWS LN
PROVIDENCE LN
AMHERST LN
MAYFLOWER LN
NOLAN LN
MEADOW VALLEY LN
RIVER VALLEY ST
MISSION MONTEREY LN
WILD PLUM LN
PROMENADE
FIELDSTONE RD
APPLE CREEK DR
HARVEST MOON LN
PRECINCT BDRY
ALTA DR
CAMPBELL DR
CONNERS DR
SKIPWORTH DR
SONIA DR
LORNA PL
KAY PL
HAYES PL
GARDEN PL
FULTON PL
EVERGREEN PL
DOVER PL
CORY PL
BAXTER PL
ALPINE PL
STARFIRE LN
EVENING BREEZE CT
CRAGIN PARK DR
SHOOTING STAR ST
NORTHSTAR ST
HINSON ST
PALOMINO LN
HASTINGS AVE
GIPSY AVE
PADUA WAY
APPIAN WAY
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Geographic Information System
Planning & Development Dept.
702-229-6301
Revised: December 12, 2011
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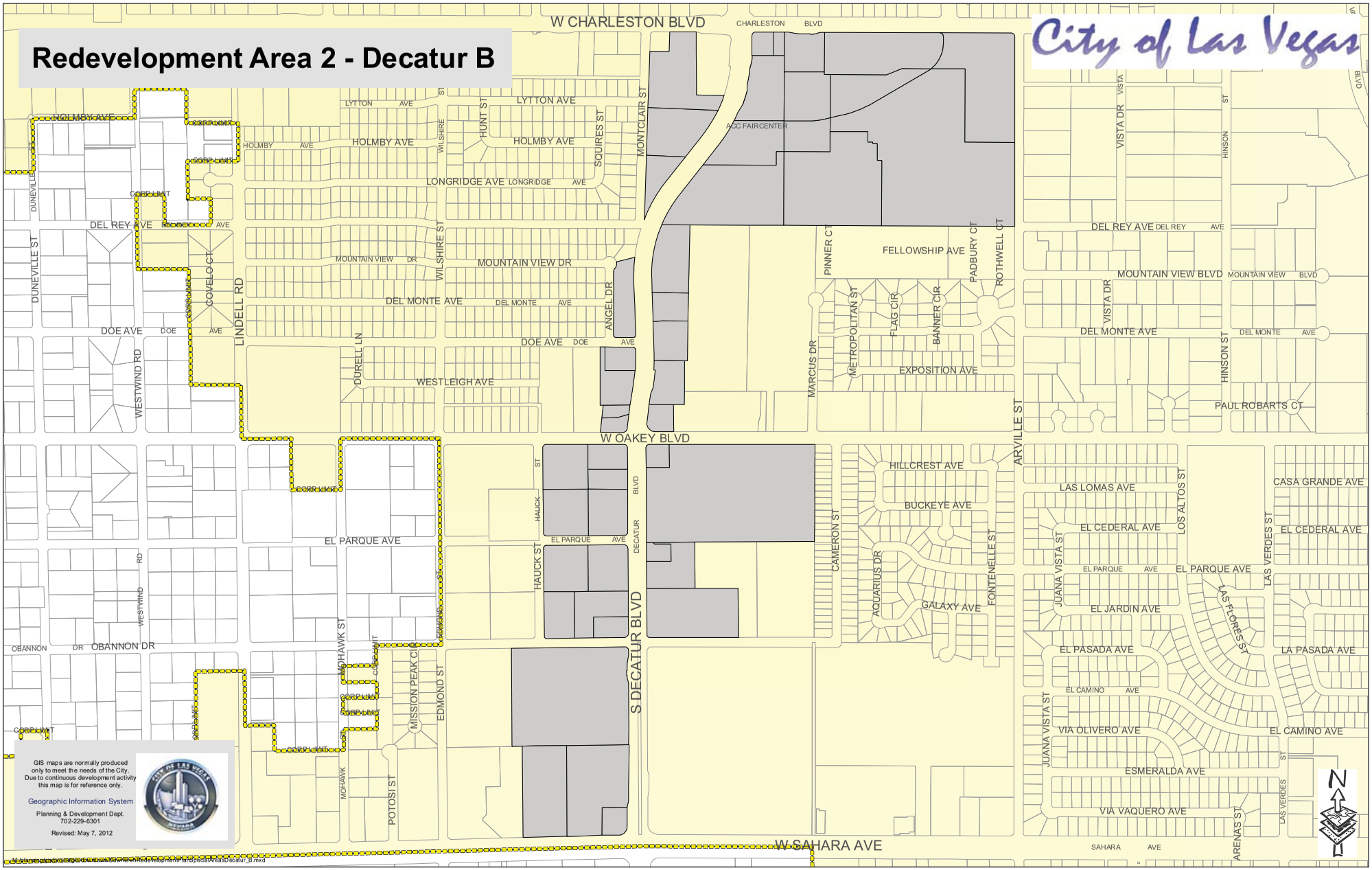
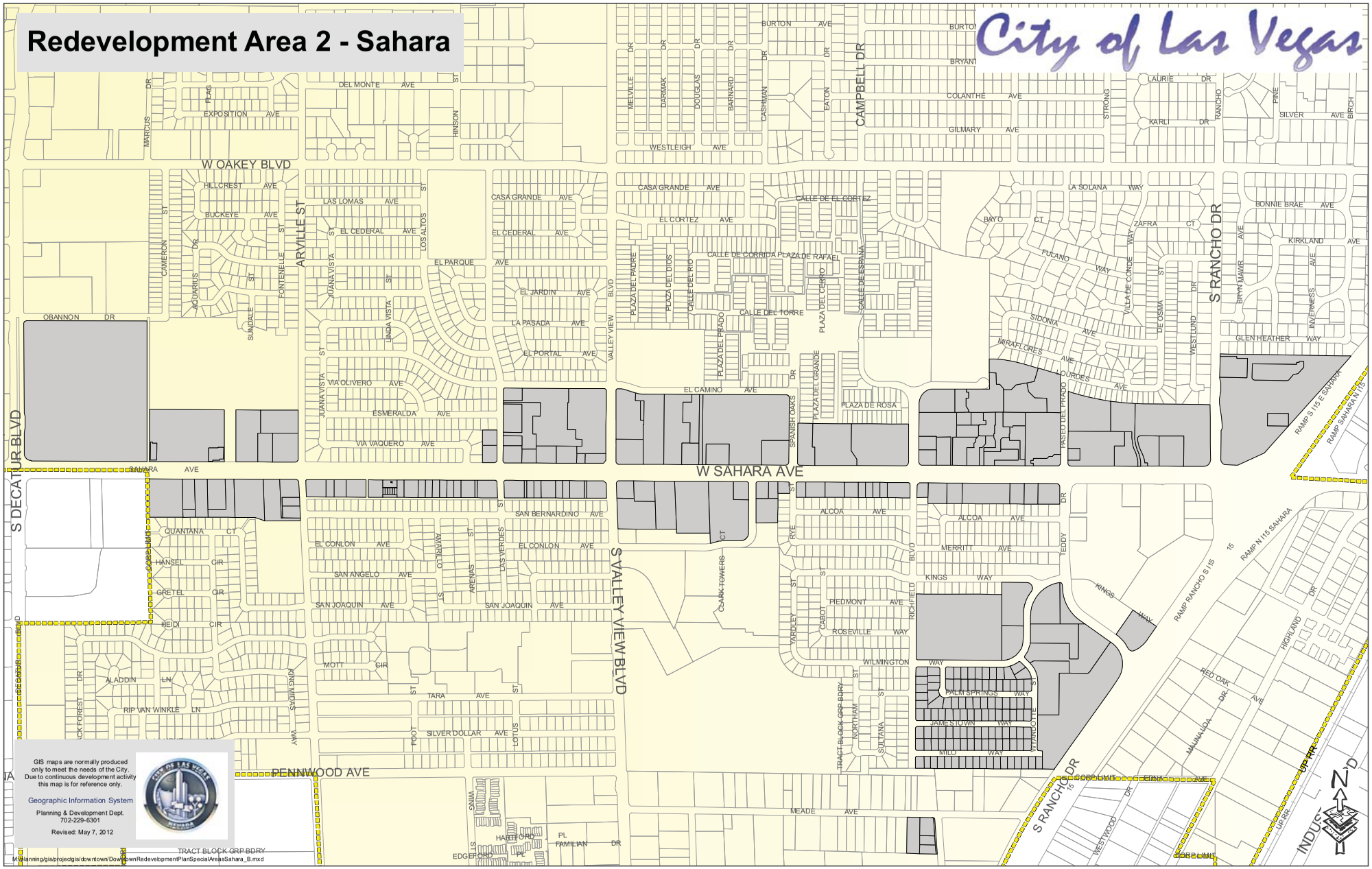
Redevelopment Area 2 - Decatur A

Redevelopment Area 2 - Decatur B



Redevelopment Area 2 - Sahara



City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: JULY 25, 2012

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND 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

City of Las Vegas

Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: JULY 25, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:
ADJOURNMENT