

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding the City's current enforcement practices and options for vacant/abandoned buildings - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On January 7, 2004, during the afternoon session of the City Council, Public Hearing section Mayor Pro Tem requested a status report on the city's current enforcement practices and options in dealing with vacant/abandoned buildings.

RECOMMENDATION:

Staff seeks direction of council.

BACKUP DOCUMENTATION:

Maps

MOTION:

REESE – APPROVED to follow through and explore the various recommendations and come back to the Council with an update in one month on some viable measures (3/17/2004) – UNANIMOUS

MINUTES:

ORLANDO SANCHEZ, Director, Neighborhood Services, indicated that in addition to the status report requested in January 2004, the Council requested a description of any new initiatives or recommendations to assist the City in handling vacant/abandoned buildings. Since the adoption of Ordinance 5453, the Neighborhood Response Division has sent out notices to 110 property owners including a board-up fee of \$325 and an annual inspection of \$200. Only eight property owners complied. The remaining owners were non-responsive. Consequently, Neighborhood Response Division is working with Finance to use its system to collect fees.

But, even if Finance is successful in collecting fees, the buildings remain vacant and abandoned, leaving blight in neighborhoods. Neighborhood Response staff, in conjunction with DEPUTY CITY ATTORNEY DAN STILL, came up with the following resolutions and recommendations: 1) aggressively enforce current City ordinances by dedicating more staff time to abandoned buildings; 2) create an inventory of abandoned buildings; 3) create case files showing the exact conditions of the properties; 4) ensure due process in order to be able to take any necessary legal action; 5) research the use of community development corporations to purchase the properties

CITY COUNCIL MEETING OF FEBRUARY 18, 2004

Neighborhood Services

Item 49 – Discussion and possible action regarding the City's current enforcement practices and options for vacant/abandoned buildings – All Wards

MINUTES – Continued:

and make them viable; 6) proceed with amendments at the 2005 legislative session to give the City more authority to address vacant and abandoned buildings through the health and safety code, such as was done in California where the code authorizes the court to appoint a receiver to oversee the rehabilitation of substandard properties; 7) apply NRS 268.4126, which provides a process for the City Attorney to file an action in District Court to address and abate nuisance properties; 8) create a vacant/abandoned building fund through federal funding to structure a homebuyer program that encourages acquisition and rehabilitation of abandoned buildings for future affordable housing; 9) establish a revolving loan fund to be used to acquire substandard properties to be sold after rehabilitation to low-income buyers, which could require additional staff; 10) use federal HOME funds to cover rehabilitation costs; 11) create a non-profit corporation similar to Henderson's to acquire substandard properties and contract with the licensed contractors to complete the rehab; and 12) continue to participate in ICMA's vacant properties roundtable to brainstorm and come up with new ideas to address vacant/abandoned properties.

MR. SANCHEZ noted that a detailed report memorializing this presentation would be forthcoming within three to four days.

COUNCILMAN WEEKLY confirmed with MR. SANCHEZ that he has discussed the possibility for legislative changes with DEPUTY CITY MANAGER FRETWELL. He then indicated that vacant/abandoned buildings are a continuous issue that seems to be escalating despite all the measures and monies used to date. He opined that the biggest contributor to this problem is absent homeowners that do not care about the local neighborhoods. He thanked MR. SANCHEZ and DAVE SEMENZA, Manager, Neighborhood Response Division, for their diligence in this ongoing dilemma, but insisted that serious measures are necessary to make progress. MR. SANCHEZ agreed with COUNCILMAN WEEKLY and indicated that staff would be utilizing his services at the legislature on this highly contested issue. Hopefully the City, the County, and Henderson can make a strong argument before the legislature. COUNCILMAN WEEKLY stressed that the federal monies could be spent on kids, who are the future, rather than on dealing with this problem.

Regarding the use of eminent domain in condemnation, MAYOR GOODMAN clarified that he is a strong opponent of using eminent domain to take from the private sector and giving to the private, but he has no problem at all taking from the private sector to afford public housing.

COUNCILMAN MACK stated that at the Affordable Housing Conference the Greater Las Vegas Association of Realtors expressed an interest in becoming involved and working with the City to provide affordable housing.

CITY COUNCIL MEETING OF FEBRUARY 18, 2004

Neighborhood Services

Item 49 – Discussion and possible action regarding the City's current enforcement practices and options for vacant/abandoned buildings – All Wards

MINUTES – Continued:

TODD FARLOW, 240 N. 19th Street, concurred with the report and suggestions of MR. SANCHEZ. However, he opposed a two-year waiting period to start proceedings. MAYOR GOODMAN agreed with MR. FARLOW that waiting two years is too long. But legal impediments do not allow the City to move any faster. He is looking forward to making legislative changes.

ANTHONY HODGES, 6284 Mt. Rainier, asked if the only rapid recourse to rectify this problem would be through the state. MAYOR GOODMAN responded that staff is presently studying the whole issue.

AL GALLEGRO, citizen of Las Vegas, mentioned that six years ago the City of Las Vegas sent him to a conference in New York where they spoke about different solutions. One of the solutions was to place an embarrassing sign in front of the property, which has been very successful. Another solution is to go through small claims court and use the monies to rehab the properties. He hopes immediate action can be taken, because there are abandoned homes all over the City.

RON LONGLEY, 3747 Starlight Evening, said he is a general contractor and realtor and would be willing to work with the City on using a plan he devised to purchase properties for rehabilitation and provide affordable housing. MAYOR GOODMAN suggested he meet with MR. SANCHEZ to review his plan.

COUNCILMAN REESE stated that he is mainly concerned about buildings that have been vacant for an extended period of time. It is very hard to sell a home that is adjacent to a vacant home. But he has a lot of confidence in MR. SANCHEZ.

MR. SANCHEZ thanked PAUL WILKINS, Director, Building and Safety, for all his and his staff's assistance.

NOTE: COUNCILMAN WEEKLY indicated that he would like to discuss the possibility of seeking 2005 legislative changes to authorize the City to condemn property. He also requested that the forthcoming report include total expenditures made to date to address vacant/abandoned buildings.

(11:26 – 11:49)

2-1577



City of Las Vegas

ABANDONED BUILDINGS

Southeast Sector

-  1,320 Ft. Buffer from Abandoned Building
-  Abandoned Buildings
- 1 - Janet Moncrief
- 2 - Lynette Boggs McDonald
- 3 - Gary Reese
- 4 - Larry Brown
- 5 - Lawrence Weekly
- 6 - Michael Mack

Mayor Oscar B. Goodman

Gary Reese, Mayor Pro-Tem, Ward 3
 Councilman Larry Brown, Ward 4
 Councilwoman Lynette Boggs-McDonald, Ward 2
 Councilman Michael Mack, Ward 6
 Councilman Lawrence Weekly, Ward 5
 Councilwoman Janet Moncrief, Ward 1

*Neighborhood Services Department
 Neighborhood Response Division
 702-229-2330
www.lasvegasnevada.gov*

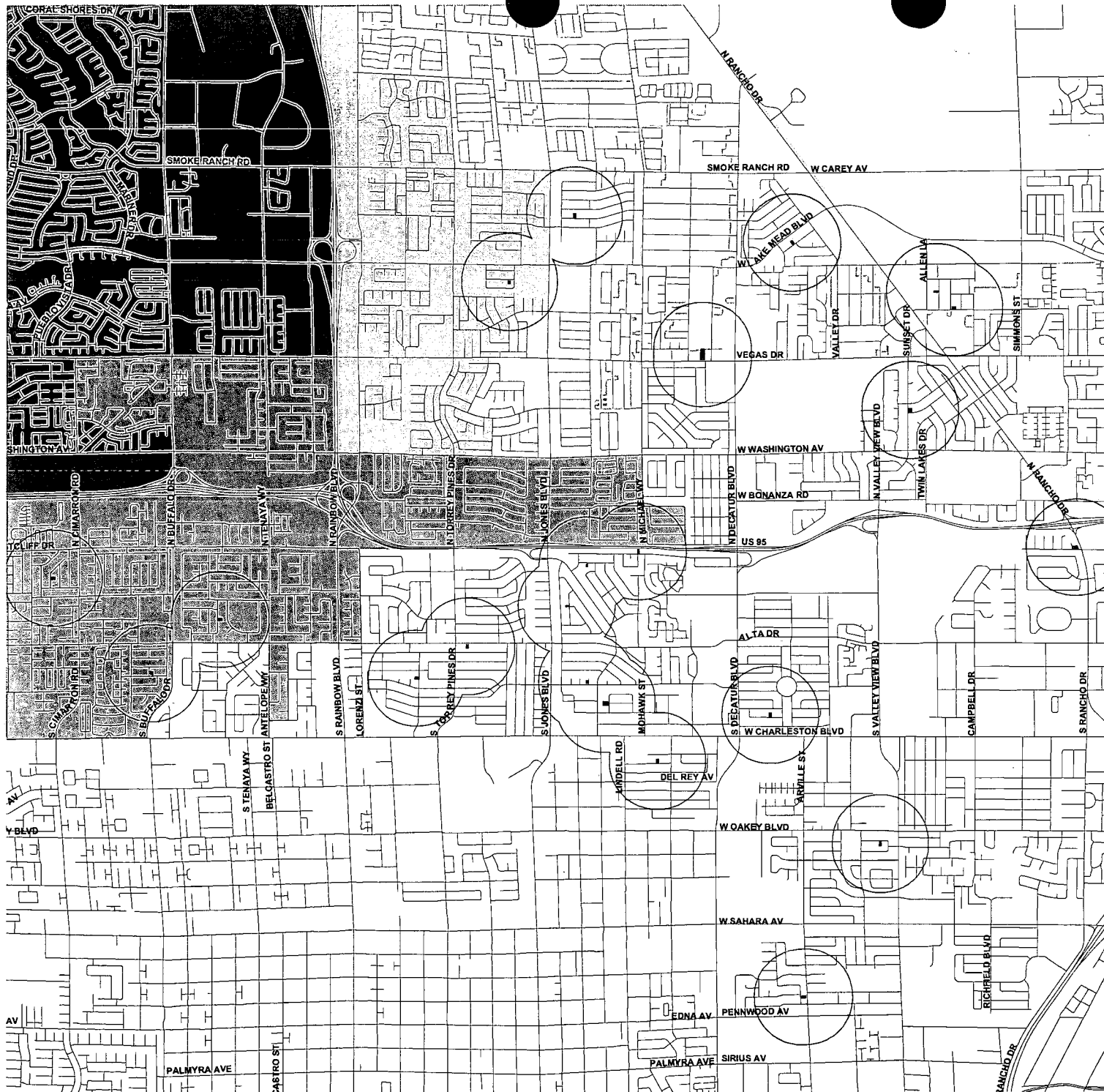
0 900 1,800 3,600 5,400 7,200 Feet



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 SYSTEMS

Revised February 8, 2011
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City of Las Vegas

ABANDONED BUILDINGS

Southwest Sector

-  1,320 Ft. Buffer from Abandoned Building
-  Abandoned Buildings
- 1 - Janet Moncrief
- 2 - Lynette Boggs McDonald
- 3 - Gary Reese
- 4 - Larry Brown
- 5 - Lawrence Weekly
- 6 - Michael Mack

Mayor Oscar B. Goodman

Gary Reese, Mayor Pro-Tem, Ward 3
 Councilman Larry Brown, Ward 4
 Councilwoman Lynette Boggs-McDonald, Ward 2
 Councilman Michael Mack, Ward 6
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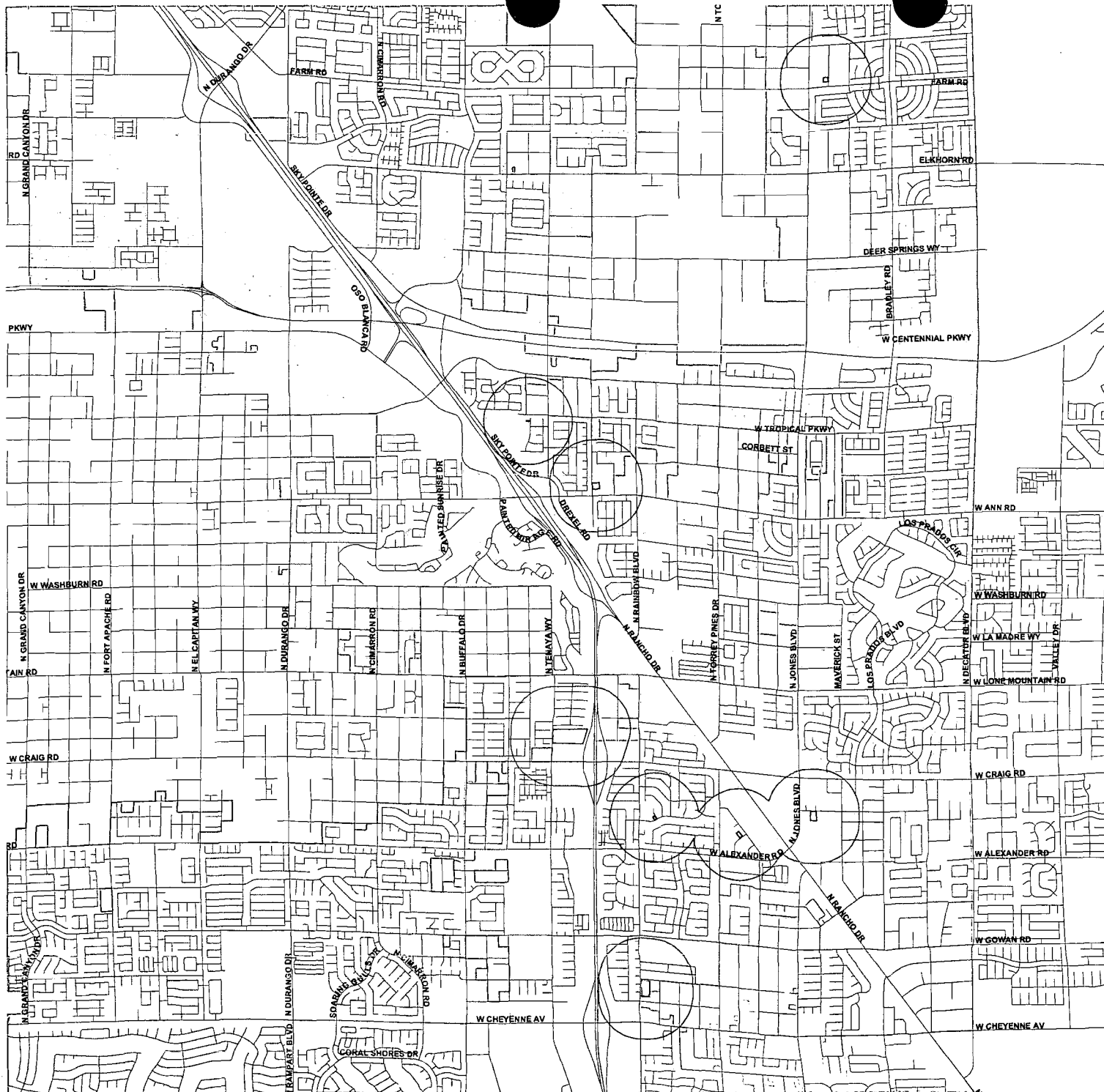
0 900 1,800 3,600 5,400 7,200 Feet



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Revised January 1, 2004





City of Las Vegas

ABANDONED BUILDINGS

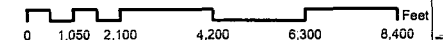
Centennial Hills

-  1,320 Ft. Buffer from Abandoned Building
-  Abandoned Buildings
- 1 - Janet Moncrief
-  2 - Lynette Boggs McDonald
-  3 - Gary Reese
-  4 - Larry Brown
-  5 - Lawrence Weekly
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RECEIVED February 8, 2014
 7:14 AM 2/8/2014 10:00 AM 2/8/2014 10:00 AM 2/8/2014 10:00 AM



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

ABEYANCE ITEM - PLANNING COMMISSION – Craig Galati, Term Expiration 6-2005
(Resigned)

Fiscal Impact

☐

No Impact

Amount: \$80 per meeting attended

☒

Budget Funds Available

Dept./Division: Planning & Development

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

Mr. Craig Galati has resigned his position with the Planning Commission effective October 9, 2003. With the enactment of Ordinance 5193 in January 2000, this appointment is coterminous with the appointing Councilmembers' term of office, and will expire in June 2005. Terms are for four years with a limit of two full terms, and unexpired terms must be filled. Appointee must be a City of Las Vegas resident, and this is a compensatory board. At the Council Meeting of February 4, 2004, this item was abeyed to February 18, 2004.

RECOMMENDATION:

Procedure for this Board is a recommendation by the appropriate member of Council with the approval of Council. Councilman Brown is to recommend a new representative to fill Mr. Galati's unexpired term, which expires June 2005.

BACKUP DOCUMENTATION:

1. Letter of Resignation
2. Current Listing & Authority – Planning Commission
3. Board Interest Form – Darlene G. K. Hutchinson

MOTION:

BROWN – Motion to APPOINT DAVID STEINMAN (Brown's recommendation), 2616 High Range Dr., Las Vegas, Nevada 89134 – UNANIMOUS

Clerk to notify

MINUTES:

COUNCILMAN BROWN and MAYOR GOODMAN thanked MR. GALATI for his excellent service. However, City ordinance prohibits people working with architectural and engineering firms from serving on the Commission, which is unfortunate because MR. GALATI brought a healthy perspective to the dialogue to the meetings. CITY ATTORNEY JERBIC is seeking further clarification from the state on the ordinance. In MR. GALATI'S stead, MR. STEINMAN

CITY COUNCIL MEETING OF FEBRUARY 18, 2004

Boards & Commissions

Item 50 – Planning Commission

MINUTES – Continued:

will do a fine job. He is a Ward 4 constituent who formerly served as an elected official and a planning commission member. His experience and desire to serve will be of benefit to the Commission and the Council.

(11:49 – 11:50)

2-2559

Craig S. Galati
10200 Owls Peak Court
Las Vegas, Nevada 89144

October 9, 2003

Mayor Oscar Goodman and Members of the City Council
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Planning Commission Resignation

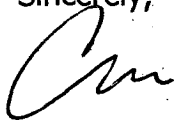
Dear Mayor and Council;

It is with a heavy heart that I write this letter. After serving on the City of Las Vegas Planning Commission for six years, I find myself in a place where I must resign from the commission due to business commitments. My resignation will be effective at the end of the Planning Commission meeting of October 9, 2003.

As you know, I have enjoyed serving the City in this capacity and have always tried to do so to the best of my ability. I am very proud of the accomplishments that our Commission and ultimately the City Council worked so diligently toward. I am also grateful to you and the City Council for allowing me the opportunity to serve. I have been very fortunate to serve with dedicated, informed, and reasoned people on the Commission over my tenure. We all have one thing in common, trying our best to make Las Vegas the best place to live and work.

Thank you for your support and a special thank you to Councilman Brown, who believed in my abilities when he first recommended my appointment in 1997. I wish the best of luck to the Commission and the Council and hope that I will again be afforded the opportunity to serve the City of Las Vegas in the future.

Sincerely;



Craig S. Galati

/csg

2003 OCT 24 A 11:25

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CITY CLERK

11-19-2003 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PLANNING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. TRUESDELL, RICK (Chairman) (Mayor's recommendation) Mayor's Appointment	Cornerstone Company 201 Las Vegas Blvd. S. #250 (Ward 1)	01	1-19-2000 (Appointed as coterminous appointment) (Reappt. 6-18-2003)	6-2007
2. DAVENPORT, LEO (Moncrief's recommendation) Ward 1 Appointment	GFD Investments 540 St. Louis (Ward 1)	04	8-20-2003	6-2007
3. ~~GALATI, CRAIG~~ ~~(Brown's recommendation)~~ ~~Ward 4 Appointment~~	~~Lucchesi/Galati Architects~~ ~~500 Pilot Road, Suite A~~ ~~(Ward 2) RESIGNED~~	~~19~~	~~9-8-1997~~ ~~(Reap. 8-15-01 as~~ ~~coterminous appointment)~~	~~6-2005~~
4. McSWAIN, LAURA (L. McDonald recommendation) Ward 2 Appointment	Terra Contracting, Inc. 5380 S. Valley View, Suite H (County)	18	6-20-2001 (Appointed as coterminous appointment)	6-2005
5. GOYNES, BYRON A. (Weekly's recommendation) Ward 5 Appointment	6424 Eagle Point Road (Ward 6)	08	2-16-2000 (Reapp. 5-16-01 as coterminous appointment) (Reappt. 6-18-2003)	6-2007
6. NIGRO, TODD (Vice Chair) (Mack's appointment) Ward 6 Appointment	3965 S. Durango Dr., Ste. 106 (County)	47	8-7-2002 (Effec. 8-19-02)	6-2005
7. EVANS, STEVEN (Reese's appointment) (Replaced Lanny Littlefield) Ward 3 Appointment	State of Nevada 555 E. Washington Ave, #3300 (Ward 5)	01	8-1-2001 (Appointed as coterminous appointment) Eff. 8-1-2001) (Reappt. 6-18-2003)	6-2007

AUTHORITY:

NRS 278 - L.V.M.C. 2.44
(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the Legislature from NRS.)
(Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001, to indicate financial disclosure requirement)
(Amended per Bill 2001-145, Ordinance 5409 - First Amendment, adopted 1-2-2002, to increase compensation for members from \$50.00 to \$80.00 per meeting attended, effective October 1, 2001 per SB554)

TERM:

4 years (limited to 2 full terms; no former member who has completed two full terms will be eligible for appointment until at least two years from term expiration have elapsed.) (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment)
Must fill unexpired terms.

COMPENSATION:

\$80.00 per meeting attended

APPOINTED:

7 Members-each member of the City Council recommends one person for appointment w/approval of Council. Terms are coterminous with the member making the recommendation (Appointees may not be members of the elected governing body - NRS 278.040)

11-19-2003 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PLANNING COMMISSION

Page 2

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT.

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

MEETINGS: Meets 2nd & 4th Thursday of each month, 6:00 PM, Council Chambers, January through October, and 1st and 3rd Thursday, November and December. (Briefing 5:15 P.M.)

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.



City of Las Vegas

Board, Commission, or Committee Interest Form

2003 AUG 18 A 11:33

RECEIVED
CITY CLERKName: Darlene G.K. HutchinsonHome Street Address: 451 Crestdale Lane #138City: Las Vegas ZIP Code: 89144Work Street Address: same as above

City: _____ ZIP Code: _____

Employer: Self Occupation: developer - investorHome Phone Number: 702 313-4333 Work Phone Number: _____Other Phone Number: 775 846-1111 Email Address: DGK113@201.com

2003 AUG 18 A 11:23

RECEIVED
CITY CLERK

Please list the boards, commissions, or committees that you are interested in

serving on:

Arts CommissionCity Center Development CorporationClark County Conservation District BoardHistoric Preservation CommissionPlanning Commission

For office use only	
CLV	☒ Y ☐ N
Ward	<u>2</u>
Date	<u>8/20/2003</u>

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Advisory Board to Redevelopment
Agency, 1980's, City of San Marcos, CA.
Rick Gittings, city manager

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Developer, investor, 25 years, in
industrial, commercial, and minor
subdivisions, San Diego County, CA.
Washoe County, NV., and Clark
County, NV.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Page 2 of 2

Community Service:

- 1) Volunteer of the month, San Diego County, 1980's
- 2) Las Vegas Art Museum, 2002 nominee Community Enrichment Award

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CITY CLERK

2003 AUG 18 A 11:22

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

ABEYANCE ITEM - CIVIL SERVICE BOARD OF TRUSTEES – Mark Larson, Term
Expiration 2-21-2004

Fiscal Impact

☐	No Impact	Amount: \$50.00 per meeting
☒	Budget Funds Available	Dept./Division: Human Resources
☐	Augmentation Required	Funding Source: General Fund

PURPOSE/BACKGROUND:

The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms. Terms are four years and there is no requirement to fill unexpired portions of terms. Mr. Larson has served two terms and is therefore not eligible for reappointment. At the Council Meeting of February 4, 2004, this item was abeyed to February 18, 2004.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council.

BACKUP DOCUMENTATION:

Current Listing and Authority - Board of Civil Service Trustees

MOTION:

REESE – Motion to APPOINT PRISCILLA ROCHA (Reese's recommendation), 60 North Pecos Road, #2001, Las Vegas, Nevada 89110 – UNANIMOUS

Clerk to notify

MINUTES:

COUNCILMAN REESE thanked MR. LARSON for his excellent service. MS. ROCHA, who has been very active in the community, will serve well.

(11:50 – 11:51)

2-2637

10-29-2003

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

BOARD OF CIVIL SERVICE TRUSTEES

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. MIRAMONTES, EDMUND (Trustee) (Weekly's recommendation)	6237 Shawnee Avenue (Ward 1)	07	10-29-2003	10-29-2007
2. DORF, TONY (Trustee) (M. McDonald's recommendation) (Replaced Joseph Orduna who resigned)	8417 Pacific Fountain Ave. (Ward 1)	17	3-15-2000	3-15-2004
3. LARSON, MARK (Chairman) (Reese's recommendation)	1317 Date Palm Circle (Ward 5)	08 (reapp. 2-2-2000)	2-21-1996	2-21-2004
4. ALISEO, JOHAN (Trustee) [Goodman's recommendation] [Replaced Lou Johnson who resigned]	5277 Crooked Valley Drive [Ward 6]	49	9-19-2001	9-19-2005
5. LEWIS, E. LAVONNE (Trustee) (Brown's recommendation)	2020 Spring Rose Street (Ward 4)	34 (eff. 11-8-1998) (reap. 10-16-2002)	10-12-1998	11-8-2006

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04 - Amended per Bill 2001-70, Ordinance 5346, of 8-1-2001 indicating Financial Disclosures requirement.

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: \$50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT** (Ord. 3527, LVMC 2.49).

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

CIVIL SERVICE BOARD OF TRUSTEES – Tony Dorf, Term Expiration 3-15-2004

Fiscal Impact

☐	No Impact	Amount: \$50.00 per meeting
☒	Budget Funds Available	Dept./Division: Human Resources
☐	Augmentation Required	Funding Source: General Fund

PURPOSE/BACKGROUND:

The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms. Terms are four years and there is no requirement to fill unexpired portions of terms. Mr. Dorf is eligible, but does not wish to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council.

BACKUP DOCUMENTATION:

1. Current Listing and Authority - Board of Civil Service Trustees
2. Submitted after final agenda – Memo from Councilwoman McDonald regarding appointment of Barbara Loupe
3. Board Interest Form from Barbara Loupe

MOTION:

L.B. McDONALD – Motion to APPOINT BARBARA LOUPE (L.B. McDonald's recommendation), 8509 Crest Hill Avenue, Las Vegas, Nevada 89145 – UNANIMOUS

Clerk to notify

MINUTES:

COUNCILWOMAN McDONALD commented that MS. LOUPE has over 25 years of experience working with senior level executives at Fortune 500 companies and currently serves as the Chaplin for the International Christian Academy. She thanked MR. DORF for his service.

(11:51 – 11:52)

2-2680

10-29-2003

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

BOARD OF CIVIL SERVICE TRUSTEES

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. MIRAMONTES, EDMUND (Trustee) (Weekly's recommendation)	6237 Shawnee Avenue (Ward 1)	07	10-29-2003	10-29-2007
2. DORF, TONY (Trustee) (M. McDonald's recommendation) (Replaced Joseph Orduna who resigned)	8417 Pacific Fountain Ave. (Ward 1)	17	3-15-2000	3-15-2004
3. LARSON, MARK (Chairman) (Reese's recommendation)	1317 Date Palm Circle (Ward 5)	08 (reapp. 2-2-2000)	2-21-1996	2-21-2004
4. ALISEO, JOHAN (Trustee) [Goodman's recommendation] [Replaced Lou Johnson who resigned]	5277 Crooked Valley Drive [Ward 6]	49	9-19-2001	9-19-2005
5. LEWIS, E. LAVONNE (Trustee) (Brown's recommendation)	2020 Spring Rose Street (Ward 4)	34 (eff. 11-8-1998) (reap. 10-16-2002)	10-12-1998	11-8-2006

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04 - Amended per Bill 2001-70, Ordinance 5346, of 8-1-2001 indicating Financial Disclosures requirement.

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: \$50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

Memorandum

City of Las Vegas
City Council Office

To: Mayor Oscar B. Goodman
Councilman Gary Reese
Councilman Larry Brown
Councilman Lawrence Weekly
Councilman Michael Mack
Councilwoman Janet Moncrief

From: Councilwoman Lynette Boggs McDonald 

CC: Barbara Jo (Roni) Ronemus

Date: February 12, 2004

Re: Civil Service Board — **February 18, 2004 Agenda**

I would like to appoint Mrs. Barbara Loupe to the Civil Service Board. Barbara is a Ward 2 resident and serves as the Chaplain for The International Christian Academy grades Kindergarten through Eighth. Barbara has over 25 years of experience working with senior level executives and Fortune 500 Companies. She is a graduate of San Francisco State University with a degree in Marketing. I believe Mrs. Loupe will be an excellent addition to this board.

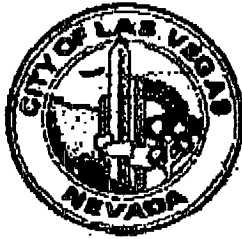
Thank you for your consideration.

LBM:tr

RECEIVED
CITY CLERK
2004 FEB 12 P 4:23

Submitted after final agenda

Date 2/12/04 Item #52



City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Barbara Ann Loupe

Home Street Address: 8509 Crest Hill

City: Las Vegas ZIP Code: 89145

Work Street Address: 8100 Westcliff

City: Las Vegas ZIP Code: 89145

Employer: International Church of Las Vegas Occupation: Chaplain

Home Phone Number: 243-8625 Work Phone Number: 869-1109

Other Phone Number: 355-2620 Email Address: bloupe@cox.net

RECEIVED
CITY CLERK
2004 FEB 12 4:23

Please list the boards, commissions, or committees that you are interested in serving on:

The Civil Service Board

For office use only

CLV Y N

Ward

Date

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Not Applicable

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please consider the document attached.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Not Applicable

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 332-4863

2004 FEB 12 P 4:23

RECEIVED
CITY CLERK

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

February 11, 2004

Barbara Loupe
8509 Crest Hill
Las Vegas, NV 89145
RE: Civil Service Board Position

To The Members of the Civil Service Board;

Thank you for considering my application for a prospective Board Member. I am interested in serving our community where my background and professional experience will be utilized.

I am Barbara A. Loupe a fourth generation native to California. I have over 25 years of experience working with senior level executives and Fortune 500 Companies. I am a graduate of San Francisco State University with a degree in Marketing.

I have lived in Las Vegas, Nevada for 7 ½ years. During this time I have worked with a few organizations. While at Opportunity Village I served as Marketing and Job Search Representative. I've had the honor of teaching at the Community College as a Customer Service, Employability Skills Instructor and Dress for Success facilitator. Diligently working towards preparing men and woman for hospitality positions; through the **Welfare to Work Program**. Currently I am working as an independent Corporate Image Consultant, seminar facilitator, and business/ professional coach. I also serve as the Chaplain for The International Christian Academy grades Kindergarten through Eighth.

I am committed to excellence. I am recognized as a leader, supporter and motivator of people. I am a wife of 23 years and a mother of two beautiful young (11 & 8) children. When given the opportunity to work with the Board I will commit my self to service for the appointed time.

Sincerely,

Barbara A. Loupe

Barbara A. Loupe
702-243-8625 (home)
702-355-2620 (cell)

RECEIVED
CITY CLERK
2004 FEB 12 P 4: 23

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2004-4 – Confirms the annexation of various parcels described generally as located north of Centennial Parkway, east of Puli Road, south of Grand Teton Drive and west of Hualapai Way. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed ordinance confirms the annexation of certain real property located north of Centennial Parkway, east of Puli Road, south of Grand Teton Drive and west of Hualapai Way. The annexation previously was approved by means of Bill No. 2003-99 (Ordinance No. 5651), but the ordinance and annexation map were recorded after the recordation date established in Ordinance No. 5651. This bill will confirm the annexation as previously approved and recorded.

RECOMMENDATION:

ADOPTION at 2/18/2004 City Council meeting as First Amendment pursuant to the 2/2/2004 Recommending Committee.

First Reading – 1/21/2004; First Publication – 1/27/2004

BACKUP DOCUMENTATION:

Bill No. 2004-4 - First Amendment

MOTION:

WEEKLY – Second Reading and BILL ADOPTED as a First Amendment as Ordinance No. 5670 – UNANIMOUS

Clerk to proceed with second publication

MINUTES:

There was no discussion.

(11:52 – 11:53)

2-2723

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2004-5 – Establishes the “Live/Work Overlay District,” together with related regulations and provisions. Proposed by: Robert S. Genzer, Director of Planning and Development

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This bill will establish the Live/Work Overlay District within the downtown area, which, under certain controlled circumstances, will allow the owners and operators of businesses to occupy joint living and work quarters in commercial and industrial areas where other types of residential uses are inappropriate.

RECOMMENDATION:

ADOPTION at 3/3/2004 City Council meeting as First Amendment pursuant to the 2/17/2004 Recommending Committee.

First Reading – 2/4/2004; First Publication – 2/20/2004

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

3/3/2004 Council Agenda

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2004-6 – Increases the time limit for parking in residential permit parking zones.
Proposed by: Michael Sheldon, Director of Detention and Enforcement

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Under the City's residential parking permit ordinance, the City currently is authorized to establish two-hour parking zones in areas designated as residential permit parking zones. In any such zone, persons with a residential parking permit for that zone may park in the zone without regard to the time limitation. This bill will add flexibility by authorizing an increase in the time limit for such a zone to three hours.

RECOMMENDATION:

HELD IN ABEYANCE to 3/1/2004 Recommending Committee meeting pursuant to the 2/17/2004 Recommending Committee.

First Reading – 2/4/2004; First Publication – 2/20/2004

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

3/1/2004 Recommending Committee
3/3/2004 Council Agenda

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-7 – Eliminates the special use permit requirement for the use “Beer/Wine/Cooler Art Event.” Proposed by: Robert S. Genzer, Director of Planning and Development

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The zoning regulations are currently written in a way that requires a special use permit for the use “Beer/Wine/Cooler Art Event.” It has been determined that this type of use is sufficiently limited in frequency and impact that requiring a special use permit is not necessary. This bill will eliminate that requirement.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-7

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

BILL NO. 2004-7

ORDINANCE NO. _____

AN ORDINANCE TO ELIMINATE THE SPECIAL USE PERMIT FOR THE USE "BEER/WINE/COOLER ART EVENT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert S. Genzer,
Director of Planning and Development

Summary: Eliminates the special use permit requirement for the use "Beer/Wine/Cooler Art Event."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 19, Chapter 4, Section 50, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Exceptions to Special Use Permit Requirements for Certain Alcohol-Related Uses. The special use permit requirements of this Section 19.04.050 do not apply to:

(1) The [the] locations of facilities that are intended to be operated solely as a Gift Basket Limited; a Gift Shop Limited; a Convention Facility; a Keg Beer; a Nonprofit Club General, with or without a Nonprofit Club Restaurant Service Bar; or a Beer/Wine/Cooler Art Event;

(2) A [to a] Liquor Caterer; or

(3) The [to the] location of any facility specified in a liquor catering permit, provided that not more than sixteen catering permits are issued per calendar month to such location.

SECTION 2: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

"Beer/Wine/Cooler Art Event" means the sale of beer, wine and coolers, for consumption only, at an art gallery or art studio during the hours of an artistic exhibition, presentation or performance.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.050 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

1 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
2 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
3 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
4 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
5 invalid or ineffective.

6 SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases,
7 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
8 1983 Edition, in conflict herewith are hereby repealed.

9 PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

10 APPROVED:

11
12 By OSCAR B. GOODMAN, Mayor

13 ATTEST:

14
15 BARBARA JO RONEMUS, City Clerk

16 APPROVED AS TO FORM:

17 Val Steel 2-5-04
18 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2004, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2004, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

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APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

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ATTEST:

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BARBARA JO RONEMUS, City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-8 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City's zoning regulations generally do not treat swap meets as a separate type of land use, categorizing them under a broader retail category. Because of the nature of the use, it is deemed appropriate to establish particularized requirements for the use. This bill establishes the circumstances under which swap meets will be allowed in commercial and industrial zoning districts.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-8

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

BILL NO. 2004-8

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH ZONING REQUIREMENTS FOR SWAP MEETS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Establishes zoning requirements for swap meets.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to require a Special Use Permit for the use "Swap Meet" in the C-2 Zoning District, and to provide that the use is a conditional use in the C-M and M Zoning Districts. In order to reflect the amendment, the "Retail & Personal Services" element of the Land Use Tables is amended to add thereto a new row for the use "Swap Meet." The term shall be followed by an asterisk to indicate the existence of applicable base standards, and the new row shall read as follows:

RETAIL & PERSONAL SERVICES	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
Swap Meet*					S	S		C	C

SECTION 2: Title 19, Chapter 4, Section 40, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new subdivision entitled "Swap Meet," reading as follows:

SWAP MEET [C-M, M]

1. No outdoor display, sales or storage of any merchandise or equipment is permitted, except in connection with temporary activities that have been authorized by means of a Temporary Commercial Permit.
2. No repair, installation or service work is permitted outside of an enclosed building.
3. All signage, including any temporary signage, shall comply with LVMC Chapter 19.14.
4. The swap meet operation shall comply with all applicable requirements of LVMC Title 6.

SECTION 3: Title 19, Chapter 4, Section 50, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new

subdivision entitled "Swap Meet," reading as follows:

SWAP MEET [C-1, C-2]

1. No outdoor display, sales or storage of any merchandise or equipment is permitted, except in connection with temporary activities that have been authorized by means of a Temporary Commercial Permit.

2. No repair, installation or service work is permitted outside of an enclosed building.

3. All signage, including any temporary signage, shall comply with LVMC Chapter 19.14.

4. The swap meet operation shall comply with all applicable requirements of LVMC Title 6.

SECTION 4: Title 19, Chapter 10, Section 10, Subsection (F), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending Table 1 thereof to add to the "RETAIL, PERSONAL, COMMERCIAL & BUSINESS SERVICES, AND AUTO-RELATED" element thereof, at the appropriate location, a new row for the use "Swap Meet, Indoor," reading as follows:

Swap Meet, Indoor	One space for each 175 sf of gfa.

SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

"Swap Meet" means a facility in which multiple vendors, dealers, sellers or traders have rented, leased, purchased or otherwise obtained an area from a swap meet operator for the purpose of selling, bartering, exchanging or trading new or used items of personal property, where the aggregate value of all such property exceeds the amount of one thousand dollars.

SECTION 6: In Sections 2 and 3 of this Ordinance, the brackets that follow the titles of the subdivisions being added are not intended to indicate deleted matter, but instead are used as the means of indicating the applicable districts.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.040, 19.04.050, 19.10.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or

1 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
2 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
3 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
4 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
5 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
6 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
7 invalid or ineffective.

8 SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases,
9 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
10 1983 Edition, in conflict herewith are hereby repealed.

11 PASSED, ADOPTED and APPROVED this ____ day of _____, 2004.

12 APPROVED:

13
14 By OSCAR B. GOODMAN, Mayor

15 ATTEST:

16
17 BARBARA JO RONEMUS, City Clerk

18 APPROVED AS TO FORM:

19 Val Steed 2-5-04
20 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2004, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2004, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BARBARA JO RONEMUS, City Clerk

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AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-9 – Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact☒

No Impact

Amount:☐

Budget Funds Available

Dept./Division:☐

Augmentation Required

Funding Source:**PURPOSE/BACKGROUND:**

Several months ago the City Council adopted Ordinance No. 5609 to allow, by special use permit, the keeping of carrier or racing pigeons in several of the larger-lot residential zoning districts. It is now proposed to authorize the same thing in additional zoning districts, namely, the R-1, R-CL, R-2, C-D, C-1, C-2, C-M and M Zoning Districts. If adopted, this bill will accomplish that change.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-9

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

BILL NO. 2004-9

ORDINANCE NO. _____

AN ORDINANCE TO INCREASE THE NUMBER OF ZONING DISTRICTS IN WHICH A SPECIAL USE PERMIT MAY BE OBTAINED FOR THE KEEPING OF CARRIER OR RACING PIGEONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, and Ordinance No. 5609, are hereby amended to allow the use "Keeping of Carrier or Racing Pigeons" in the R-1, R-CL, R-2, C-D, C-1, C-2, C-M and M Zoning Districts by means of Special Use Permit. In order to reflect the amendment, the "Rural & Animal-Related" element of Table 2 is amended to read as follows:

U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	RURAL & ANIMAL RELATED
S	S	S	S	<u>S</u>	<u>S</u>	<u>S</u>						Keeping of Carrier or Racing Pigeons
RURAL & ANIMAL RELATED				P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
Keeping of Carrier or Racing Pigeons							<u>S</u>	<u>S</u>	<u>S</u>		<u>S</u>	<u>S</u>

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 is deemed to be a subchapter rather than a section.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

1 invalid or ineffective.

2 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
3 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
4 1983 Edition, in conflict herewith are hereby repealed.

5 PASSED, ADOPTED and APPROVED this _____ day of _____, 2003.

6 APPROVED:

7
8 By _____
9 OSCAR B. GOODMAN, Mayor

10 ATTEST:

11 _____
12 BARBARA JO RONEMUS, City Clerk

13 APPROVED AS TO FORM:

14 Val Steed 2-5-04
15 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2003, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2003, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BARBARA JO RONEMUS, City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-10 – Adopts development agreement with Cliffs Edge, LLC for the Cliffs Edge Development. Proposed by: Robert S. Genzer, Director of Planning and Development

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

At its meeting of February 18, 2004, the City Council is scheduled to approve a development agreement for the Cliffs Edge Development. Pursuant to State law, such an agreement must be adopted by ordinance. This bill will accomplish that adoption.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-10

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

CITY ATTORNEY JERBIC noted that this matter is related to rezoning Item 72 of the afternoon session and should be stricken if Item 72 did not pass. ROBERT GENZER, Director, Planning and Development, corrected that this matter is related to Item 71.

(11:53 – 11:56)

2-2762

BILL NO. 2004-10

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN DEVELOPMENT AGREEMENT ENTITLED "DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CLIFFS EDGE, LLC," RELATED TO THE CLIFFS EDGE DEVELOPMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert S. Genzer, Director of
Planning and Development

Summary: Adopts development agreement with
Cliffs Edge, LLC for the Cliffs Edge
Development.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: That certain development agreement entitled "Development Agreement Between the City of Las Vegas and Cliffs Edge, LLC," which was approved by the City Council on February 18, 2004, and a copy of which is attached, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: The development agreement adopted by Section 1 shall be recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,

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...

1 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
2 1983 Edition, in conflict herewith are hereby repealed.

3 PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

4 APPROVED:

5
6 By _____
7 OSCAR B. GOODMAN, Mayor

8 ATTEST:

9
10 BARBARA JO RONEMUS, City Clerk

11 APPROVED AS TO FORM:

12 Val Steed 2-5-04
13 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 _____ day of _____, 2004, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the _____ day of
5 _____, 2004, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
CLIFFS EDGE, LLC**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2004 by and between the CITY OF LAS VEGAS (hereinafter the "City") and CLIFFS EDGE, LLC a Nevada limited liability company (hereinafter the "Owner").

RECITAL OF PREMISES, PURPOSE AND INTENT

A. Owner owns that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately [] acres of land, which is the subject of this Agreement.

B. The City has authority, pursuant to NRS Chapter 278 and Title 19 of the Las Vegas Municipal Code, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Las Vegas City Council (hereinafter the "City Council"), having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City's plans, policies and regulations, including the City's general plan, and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.

D. On the _____ day of _____, 2004 the City Council adopted Ordinance No. _____ approving this Agreement and authorizing the execution hereof by duly constituted officers of the City. Said ordinance took effect on the _____ day of _____, 2004. The City agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

E. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

F. This Agreement is consistent with and will implement the goals and objectives of the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

AGREEMENT

SECTION 1 DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

1.1(1) "Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

1.1(2) "Applicable Rules" means and refers to:

- (i) The Zoning Action;
- (ii) The provisions of the Code and all other City rules, general plans, policies, regulations, ordinances, laws, general or specific that are effective on the Effective Date;
- (iii) This Agreement; and
- (iv) The Design Guidelines.

The term does not include:

- (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;
- (ii) Any fee or monetary payment not governed by this Agreement and prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
- (iii) Any applicable state or federal law or regulation.

1.1(3) "Code" means the Las Vegas Municipal Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

1.1(4) "City" means the City of Las Vegas, together with its successors and assigns.

- 1.1(5) "Developer Special Improvement District Guidelines" means and refers to those Developer Special Improvement District Guidelines of the City attached hereto as Exhibit "B".
- 1.1(6) "Effective Date" means the effective date of an ordinance adopted by the City Council that approves the execution of this Agreement.
- 1.1(7) "Master Traffic Study" means a comprehensive traffic study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.
- 1.1(8) "Master Drainage Plan" means a study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.
- 1.1(9) "Traffic Signal Impact Fee" means a charge imposed by the City pursuant to Section 9 of this Agreement for the installation of Traffic Signal Improvements.
- 1.1(10) "Traffic Signal Improvement" means:
- (i) The installation of traffic signals at intersections identified in the Traffic Signal Capital Improvement Plan; and
 - (ii) Intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization.
- 1.1(11) "Traffic Signal Capital Improvement Plan" means the Capital Improvements Plan for Traffic Signal Impact Fees, attached as Exhibit C.
- 1.1(12) "Design Guidelines" means the Cliffs Edge Master Development Plan And Design Guidelines, attached as Exhibit D.
- 1.1(13) "NRS" means the Nevada Revised Statutes.
- 1.1(14) "Owner" means Cliffs Edge, LLC, a Nevada limited liability company, the owner of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 12.2 of this Agreement.
- 1.1(15) "Planning Department" means the Planning and Development Department of the City.
- 1.1(16) "Planning Director" means the Director of the City's Planning and Development Department or his designee(s).

- 1.1(17) "Property" means that certain real property as described on Exhibit "A".
- 1.1(18) "Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works or his designee(s).
- 1.1(19) "Project Transportation Improvements" means street improvements, other than Traffic Signal Improvements, within the boundaries of the Planned Community and adjacent to the boundaries of the Planned Community that are identified in the Master Traffic Study as necessary to mitigate the traffic impacts of the Planned Community.
- 1.1(20) "RTC" means the Regional Transportation Commission of Clark County, Nevada.
- 1.1(21) "Subdivision Map" means any instrument under NRS and Title 18 of the Code which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, parent final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Planned Community.
- 1.1(22) "Term" means the term of this Agreement together with any extension agreed upon pursuant to the terms hereof.
- 1.1(23) "Zoning Action" means the action of City Council pursuant to applications ZON-1520 and ZON-2184, together with all applicable conditions, and any subsequent approvals by the City that are conditioned upon compliance with this Agreement.
- 1.1(24) "City Council" means the Las Vegas City Council.
- 1.1(25) "Planned Community" means all property and development within the boundaries of the Cliffs Edge Master Plan, as shown on Figure 1 of the Design Guidelines.
- 1.1(26) "Development Fee" means a charge or fee imposed by the City with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. The term does not include expenses required to complete any capital improvements identified in the Master Traffic Study or Master Drainage Plan.
- 1.1(27) "Northwest Area" means that area governed by the Centennial Hills Sector Interlocal Land Use Plan, as adopted by the City Council on February 19, 2003.

- 1.1(28) "Residential Development" means any proposed development identified in the Design Guidelines as Low Density Residential, Medium Low Density Residential or Residential Small Lot.
- 1.1(29) "Nonresidential Development" means any development identified in the Design Guidelines as Medium Residential or Village Commercial.
- 1.1(30) "Owner Parcel" means any real property located within the Planned Community that is owned by Owner or any Affiliate of Owner.
- 1.1(31) "Non-Owner Parcel" means any real property located within the Planned Community that is owned by someone other than Owner or an Affiliate of Owner.
- 1.1(32) "Affiliate" means an entity, partnership or corporation which Owner controls, or in which Owner has a controlling interest or which controls Owner.
- 1.1(33) "Land Use Application" means any application seeking any approval authorized or required by Title 19 of the Code.
- 1.1(34) "Designated Builder" means a merchant homebuilder, apartment developer or other owner of real property within the Planned Community that is constructing any development subject to the fee imposed by Chapter 4.24 of the Code, if designated in writing by Owner to City.

SECTION 2 GENERAL PURPOSE AND INTENT

2.1 Recitals. This Agreement is predicated upon the following facts and findings:

- (a) City Intent. The City desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Planned Community and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.
- (b) Owner Intent. In accordance with the legislative intent evidenced by NRS Chapter 278, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in

order to develop the Planned Community, Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Planned Community. Because of the nature of the Planned Community, the type and extent of the public improvements and infrastructure to the Planned Community to be provided by Owner, and the type and extent of the public and private improvements to be provided within the Planned Community, the Owner's decision to commence development of the Planned Community is based on expectations of proceeding and the right to proceed with the Planned Community in accordance with this Agreement, the Applicable Rules and the Zoning Actions. Owner further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and the Zoning Action.

(c) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, Federal regulation of air and water quality, and similar conditions. It is not the intent of the parties nor shall this Section be construed as excusing the City of any obligation hereunder of depriving Owner of any right under this Agreement, which can be performed.

2.2 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

SECTION 3 APPLICABLE RULES AND CONFLICTING LAWS

3.1 Reliance on Zoning Actions, Design Guidelines and Applicable Rules. The City and Owner agree that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Zoning Action and the Design Guidelines, and in accordance with this Agreement and the Applicable Rules.

3.2 Modification of Applicable Rules. City and Owner acknowledge and agree the Zoning Action and Design Guidelines are peculiar to the Planned Community and may not be amended, modified or changed with respect to the Planned Community without the express written consent of Owner, except as otherwise explicitly provided in this Agreement. In the event the City adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to Owner or development of the Planned Community except in those limited circumstances provided below.

3.3 Application of Subsequently Enacted Rules. Except as provided below, no standard, policy or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the City upon the Planned

Community, except those in effect on the Effective Date. City may hereafter, during the term of this Agreement, apply to the Planned Community only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after this Effective Date that:

- (a) are not in conflict with the Applicable Rules or Design Guidelines,
- (b) the application of which govern procedural matters or would not prevent or materially impede, hinder or delay development in accordance with this Agreement, and
- (c) do not constitute Development Fees.

3.4 Limitation on Imposition of New Fees or Standards. Notwithstanding the terms of Section 3.3, above:

- (a) The City may increase cost-based fees that apply uniformly to all development in the City.
- (b) The development of the Planned Community shall be subject to the Uniform Building Codes in effect at the time of issuance of the permit for the particular development activity.
- (c) The City may apply other construction standards applicable to all developers other than Owner if such changes or additional standards are required in order to prevent a condition dangerous to the health or safety of City residents.
- (d) Nothing in this Agreement shall preclude the application to the Planned Community of new or changed City ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 through 3.8 of this Agreement are applicable.
- (e) Notwithstanding subsections (b), (c) and (d) of this Section ~~the foregoing~~, should the City adopt or amend new ordinances, rules, regulations or policies that exceed the limitations of the foregoing Sections 3.2 through 3.4, Owner shall have the option, in its sole discretion, of accepting such new or amended matters by the giving written notice of such acceptance. City and Owner shall then execute a supplement to this Agreement evidencing Owner's acceptance of the new or amended ordinance, rule, regulation or policy.

3.5 Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

3.6 City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary pursuant to Section 3.5 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review as set forth in Section 5.5. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

3.7 City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 3.6. As required by the Applicable Rules, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION 4 PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PLANNED COMMUNITY

4.1 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Planned Community, the density of uses and the permitted uses of the land. The City agrees that the Planned Community may be developed to the density and with the land uses and development standards set forth in the Design Guidelines.

4.2 General Plan Amendments. City acknowledges that Owner is anticipating that the entire Northwest Area will be developed in accordance with Centennial Hills Sector Interlocal Land Use Plan with any future amendments thereto, provided however, that the Planned Community shall be developed in accordance with the Applicable Rules as set forth herein. City agrees that: (i) it will enforce the Centennial Hills Sector Interlocal Land Use Plan, and (ii) it will not amend or modify the Centennial Hills Sector Interlocal Land Use Plan, without prior written notice to Owner and consideration of Owner's input with respect thereto.

4.3 Modifications to Design Guidelines. Owner shall have the right to have nonmaterial modifications to the Design Guidelines approved administratively by the Planning Director. A nonmaterial modification is a modification requested by the Owner to accomplish one of more of the following, and which, in the determination of the Planning Director, meets or exceeds the requirements of the Design Guidelines:

- (a) A change in the location of a use from the location specified in the Design Guidelines, but only if the change in location will not have a significant impact on other uses in the area;
- (b) The addition of uses that are comparable in density or intensity to those permitted under the Design Guidelines or a change in the mix of uses permitted but only if the addition or changes will not have a significant impact on other uses in the area;
- (c) A change in the development standards set forth in the Design Guidelines that is comparable or more restrictive than those required under Design Guidelines or conforms to the intent of the Design Guidelines; and
- (d) Any other change or modification of a similar nature, which the Planning Director determines will not have a material negative impact on the Planned Community.

A nonmaterial modification shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decisions, Owner may appeal that decision directly to the City Council in accordance with the Applicable Rules. Material modifications include any modification which does not qualify as a nonmaterial modification, and shall be processed in accordance with the Applicable Rules.

4.4 Subdivision Maps.

- (a) Except as provided in subsection (b) of this section, the Parties agree that any Subdivision Maps required or requested by Owner in connection with the Planned Community shall be reviewed and considered for approval in accordance with the Applicable Rules.
- (b) ~~Notwithstanding any design, bonding or similar requirements in the Applicable Rules,~~ City agrees to accept and timely process all Subdivision Maps parent maps requested by the Owner. Owner agrees that City may require one or more of the following prior to the recordation of a parent final map:
 - (i) City approval of the Master Traffic Study;
 - (ii) City approval of the Master Drainage Plan; and
 - (iii) City Council approval of a resolution or similar statement

indicating the City's intent to create a Special Improvement District to develop infrastructure in the Planned Community, or in the absence thereof, land dedications and Owner's execution of the City's standard Offsite Improvements Agreement to assure such development.

4.5 Dedicated Staff. City will endeavor to designate at least one person in the various City departments to be knowledgeable for processing matters related to the Planned Community. Such person will be familiar with the Planned Community, including without limitation, this Agreement, the Design Guidelines and the Applicable Rules. The following City departments and divisions will have such a person so designated:

- (a) Department of Planning and Development;
- (b) Building and Safety Department;
- (c) Public Works Department;
- (d) Right-of-Way Section of the Department of Public Works;
- (e) Traffic Division of the Department of Public Works;
- (f) Flood Control Division of the Department of Public Works;
- (g) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Community; and
- (h) Surveying Section of the Department of Public Works.

City agrees to use its reasonable efforts to utilize such dedicated staff members for the processing of all matters related to the development of the Planned Community, including, without limitation, street vacations, Subdivision Maps, improvement plans, studies, reports, dedication documents, building plans, landscape plans and all other submittals. Owner shall have no recourse against City for any failure to accomplish the expedited processing intended by this Section 4.5. City's express plans checks are available to Owner at Owner's sole expense pursuant to the Applicable Rules.

4.6 Maintenance of Public and Common Areas.

4.6(a) City hereby agrees that, except for any landscaped areas located outside the public right-of-way, all of the dedicated public roadways, curbs and street lights which are within or adjacent to the Planned Community will be maintained by the City in good condition and repair at the City's sole cost and expense pursuant to the Applicable Rules.

4.6(b) Owner agrees that prior to the release of any final maps for recording, other than a parent final map, Owner will cause to be formed one or more property owners

associations within the Planned Community. With respect to any parent final map, Owner will cause the formation of a master association governing the property incorporated in the map. Such associations will be responsible to maintain in good condition and repair all of the landscaping and other facilities, other than those identified in Section 6 of this Agreement, which the City requires to be maintained by such associations as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on public rights of way. Owner agrees that such property owner associations shall be created pursuant to declarations of covenants and restrictions recorded against the Planned Community and that such associations shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Owner further agrees that such declarations will contain a covenant running to the benefit of the City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Owner owns any land covered by such declarations, Owner may control the board of directors of such association.

4.6(c) The declaration must be executed and recorded with the office of the Clark County Recorder of deeds, concurrently with the recording of any final map, other than a parent final map, in a manner acceptable to the City and must include the following provisions: i) give the governing board of the association the power to create a plan for the maintenance of the improvements and adopt the plan outlined in Section 4.7 below; ii) must indicate that the plan can be materially amended by such board only with the written consent of the City; iii) must provide that the declaration cannot be exercised or amended in any manner that would defeat or materially alter the plan; and iv) must provide that in the event the association fails to maintain the improvements in accordance with the provisions of the plan, the City may exercise its rights under the declaration, including the right of the City to levy assessments on the property owners for cost incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes. The City shall have the right to review the declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.7 Maintenance Plan. The declaration will provide for a plan of maintenance of such improvements. Such plan must contain provisions that substantially conform to those set forth in Exhibit E. City and Owner may modify such standards as they from time to time agree.

4.8 Release of Owner. Following the Owner's compliance with the foregoing requirements for the creation of the associations to maintain the improvements, and approval of the maintenance plan with respect to each such association, City will look solely to such property owners associations in connection with the maintenance of the improvements in the particular development covered by the declaration and Owner shall have no further liability in connection with the maintenance and operation of such improvements.

4.9 Additional Property.

- (a) Owner may acquire additional land within the Planned Community. Such land will be automatically included within the terms and conditions of this Development Agreement, and will be subject to the requirements of the Design Guidelines and the Applicable Rules.
- (b) Owner may not include property outside the boundaries of the Planned Community within the terms of this Agreement without the prior approval of the City Council.

4.10 Cooperation in Financing. City will execute and deliver within thirty (30) days of written request to Owner or any designee of Owner, such documents as may be reasonably requested to acknowledge that: i) City has no lien on the Property as a direct result of this Agreement, or that any lien is as stated by the City; ii) City shall recognize and allow a lender which has foreclosed or acquired a portion of the Planned Community from Owner to inure to the rights and benefits of this Agreement as to such property; and iii) Owner is not in default of this Agreement or if Owner is in default of this Agreement, the specific ground of default. Nothing herein shall be deemed to relieve Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

4.11 Enforcement of Design Guidelines.

(a) General Intent.

City and Owner agree that it is in the best interests of both parties that all development within the Planned Community occur in conformance with the Design Guidelines. The parties hereby agree to follow the procedures set forth in this Section to ensure that the provisions of the Design Guidelines are uniformly enforced within the Planned Community.

(b) Development on Non-Owner Parcels.

City agrees that it will not process any building permit, Subdivision Map or Land Use Approval application involving a Non-Owner Parcel without first referring the application to Owner for Owner's review. Owner shall review such applications to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Within thirty (30) days of receiving the application, Owner shall issue a report to the City indicating: i) whether the project conforms to the standards set forth in the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City shall not approve any application that Owner has identified as failing to meet the standards without first holding a public hearing and notifying Owner in writing of such hearing. Any hearing held pursuant to this Section shall be

conducted in accordance with the Applicable Rules.

In the event Owner fails to issue the report within thirty (30) days, City may, without further notice to Owner, process the application in conformance with the Code and all other City rules, policies, regulations, general plans, laws or ordinances then in effect.

(c) Residential Development on Owner Parcels.

Owner shall have the sole responsibility to enforce the Design Guidelines with respect to Residential Development on the Owner Parcels. Owner shall certify, using a form that substantially complies with Exhibit F, that each proposed project conforms to the standards set forth in the Design Guidelines. City agrees that it will not process any building permit or Subdivision Map application until it receives the certification identified in this Section. After receiving such certification, the applications shall be processed in accordance with the Applicable Rules.

(d) Nonresidential Development on Owner Parcels.

Owner and City shall have joint responsibility for enforcing the Design Standards for Nonresidential Development on the Owner Parcels. Prior to submitting any building permit, Subdivision Map or Land Use Approval application for a Nonresidential Development, Owner shall review the application to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Owner shall include in any building permit, Subdivision Map or Land Use Approval application a report indicating: i) whether the project conforms to the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City agrees to process any application containing the report identified in this Section in accordance with the Applicable Rules.

4.12 Community Directional Signage. Pursuant to the Zoning Action, prior to the issuance of building permits for development within the Planned Community, Owner will submit to the Planning Department a plan showing temporary and directional signage for the Planned Community. The plan shall utilize themes and village identities consistent with the Design Guidelines.

The plan shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decision, Owner may appeal the decision directly to the City Council.

SECTION 5 REVIEW AND DEFAULT

5.1 Frequency of Reviews. As required by NRS Chapter 278, at least once every year during the term of this Agreement, on a date determined by Owner and City, Owner shall provide, and City shall review in good faith, a report submitted by Owner documenting the extent of Owner's and City's material compliance with the terms of this Agreement during the preceding two years.

The report shall contain information regarding the progress of development within the Planned Community, including, without limitation: (i) data showing the total number of residential units built and approved on the date of the report; (ii) specific densities within each project and within the Planned Community as a whole; and (iii) the status of development within the Planned Community and the anticipated phases of development for the next calendar year. In the event Owner fails to submit such a report, Owner shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Owner for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard. The report required by this Section shall be considered solely by the City Council. City and Owner shall each be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Planning Director may, in his discretion, provide copies of the report to members of the City's Planning Commission for their information and use.

5.3 General Provisions-Default. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period shall not be less than the thirty (30) day period required for notice of default. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, the party charging noncompliance may elect any one or more of the following courses.

5.3(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

5.3(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Owner and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in

any manner rescind, modify, or terminate any vested right in favor of Owner, as determined under the Applicable Rules, existing or received as of the date of the termination. Owner shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.6 hereof to determine whether a default existed and whether City was entitled to terminate this Agreement.

5.3(c) Termination by Owner. In the event City substantially defaults under this Agreement, Owner shall have the right to terminate this Agreement after the hearing set forth in this Section. Owner shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations hereunder under the procedures set forth in this Section and Section 5.5.

5.3(d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than City) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to City within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by City within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Owner. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

5.5 Legal Action. City and Owner agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, City and Owner may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, a public hearing must be held by the City Council where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court under the standard of review appropriate to Court review of zoning actions and the decision of the City Council shall be

overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the City Council shall be limited to the evidence presented to the City Council at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eight Judicial District Court, State of Nevada or the Federal Court in Nevada.

5.6 Notices. All notices required by this Section shall be sent in accordance with Section 12.7.

5.7 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION 6 PARKS AND TRAILS

6.1 General. Owner shall design, construct and dedicate to City the parks and trails facilities described in this Section. All such facilities shall meet the requirements of the Applicable Rules and be available for use by the general public on a non-discriminatory basis.

6.2 Parks. Owner shall design, construct and dedicate to City the parks identified as pods 111 and 302 in the Design Guidelines.

6.2(a) Required Amenities. Each park required by this Section shall include all or some of the following amenities: turf areas, trees and other plantings, irrigation, playground apparatus, playing fields and areas, picnic areas, horseshoe pits, jogging and walking paths, exercise equipment, Frisbee golf, water play features and other apparatuses designed to serve the residents of the Planned Community.

6.2(b) Time for Completion. Owner shall commence construction and complete the parks identified as pods 111 and 302 as follows:

	<u>Commence Construction</u>	<u>Complete Construction</u>
Pod 111	Prior to issuance of permit for the 2,500th residential unit	Prior to issuance of permit for the 6,000th residential unit
Pod 302	Prior to issuance and the permit for the 6,000th residential unit	Prior to issuance of the permit for the 7,200th residential unit

6.2(c) Limitation on Owner's Obligation. Except as provided in this subsection, Owner's total financial obligation to provide the parks identified in this Section shall not exceed \$4,000,000.

If the parks required by this subsection are not completed by December 31, 2010 (the "Scheduled Completion Date"), then the Owner's obligation shall be increased as of said date by the amount which is equal to the percentage increase in the cost of living during

the period of time between the Effective Date of this Agreement and the Scheduled Completion Date. The City shall compute the increase in the cost of living based on U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers for all items, Los Angeles-Riverside-Orange County, CA region (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). Said increase shall be made by multiplying the Owner's obligation by a fraction the numerator of which shall be the Index number for the month immediately prior to the Scheduled Completion Date and the denominator of which shall be the index number for the month immediately prior to the Effective Date of this Agreement. The City's computation thereof shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based. If at a time required for the determination of the adjusted obligation, the Index is no longer published or issued, the City shall select and use such alternate index as is then generally recognized and accepted for similar determinations of purchasing power.

6.3 Multi Use Transportation Trail. Owner shall construct and dedicate to the City the Multi Use Transportation Trail depicted in the Design Guidelines. The trail shall be constructed in conformance with the design standards set forth in the Applicable Rules. Owner shall commence construction of the trail on or before January 31, 2006, and shall complete construction no later than December 31, 2008.

6.4 Thematic Parkway Loop. Owner shall construct and dedicate to City the trail and open space facilities identified in the Design Guidelines as the Thematic Parkway Loop. Such facilities shall include all or some of the following amenities: turf areas, walking, jogging and biking paths, trees, plants, irrigation and other apparatuses designed to serve residents of the Planned Community. The facilities shall be designed in a manner acceptable to City, and shall be constructed concurrent with the construction of the adjacent roadway.

6.5 Use of Flood Control Facilities. City will consider allowing Owner to have the right to construct parks, trails and recreational facilities within drainage corridors, drainage channels, and flood plains so long as such facilities meet the minimum design and construction standards of the City and the Clark County Regional Flood Control District (where applicable).

6.6 Residential Construction Tax. Chapter 4.24 of the Code imposes a fee upon the privilege of constructing residential units (hereinafter "Residential Construction Tax"). Owner and any Designated Builder shall be entitled to a credit against the Residential Construction Tax for the cost of any public facility constructed pursuant to this Section.

Credits shall be available to Owner and Designated Builders at the time Owner posts a bond for 100 percent of the estimated construction cost of the facility for which the credit is sought. The credit shall be initially limited to 75 percent of the estimated construction cost of the facility. After the facility is constructed and dedicated to City and/or accepted as complete by City, Owner shall provide to City copies of all construction invoices, bills and payment checks. City will then adjust the final credit to reflect the actual construction costs of the facility.

6.7 Ownership, Control and Limitation of Owner Obligations. City acknowledges that development of certain facilities described in this Section are dependent on City obtaining a

BLM lease or the right to use private property not controlled by Owner. In the event City is unable to obtain the required lease or right in the time and manner consistent with Owner's obligation to complete the facility, Owner and City may mutually agree to adjust to timelines specified in this Agreement.

Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide land, facilities or improvements beyond those specified in this Section.

6.8 Cooperation In Obtaining Available Funding. City will cooperate with Owner to obtain and use, or to assist Owner in obtaining and using, any state, regional or federal funds (including, without limitation, funds available pursuant to the Southern Nevada Public Land Management Act of 1998, as amended) available for the acquisition, construction, or maintenance of public facilities required to be developed by Owner under this Section.

SECTION 7 WATER

7.1 Water Supply. The parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, the City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Planned Community water in order that the development of the Planned Community will continue uninterrupted. City and Owner will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either on or off project necessary for the installation of water facilities to serve the development. Owner agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

SECTION 8 SANITATION

8.1 Sewer. Owner shall provide sanitary sewer system facilities in accordance with the sewer plan required by the Zoning Action. City agrees that no other off site sewer line will be required for the full development of the Planned Community. Owner shall grant rights-of-way or easements to perpetuate the continuation of sewer lines. City will assist in obtaining all rights-of-way, permits, easements or other interests not owned by owner necessary to construct the facilities required in this Section. The City agrees that if any sewers required onsite to the Planned Community are required to be over sized in order to serve areas outside of the Planned Community, the City will offer reimbursement for the over sizing through its standard sewer refunding process, except to provide capacity to property within the Planned Community. Except for sewer connection fees pursuant to the Applicable Rules, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for

facilities or improvements or for any other facilities, equipment or physical improvements relating to sanitary sewer service offsite of the Planned Community.

SECTION 9 TRANSPORTATION

9.1 Master Traffic Study. Owner shall prepare and submit to City a Master Traffic Study in accordance with the Zoning Action.

9.2 Project Transportation Improvements. Owner agrees to construct and dedicate to City the Project Transportation Improvements identified in the Master Traffic Study. Such improvements will be constructed in the manner and timeframe set forth in the Master Traffic Study.

9.3 Traffic Signal Improvements.

9.3(a) Imposition of Fee. The parties acknowledge that the imposition of a Traffic Signal Impact Fee will accommodate better orderly development within the Planned Community and the Northwest Area. Accordingly, City shall impose a Traffic Signal Impact Fee at the time and the issuance of any building permit within the Planned Community. The fee shall be calculated as set forth in this Section, and in accordance with the Master Traffic Study. The fee shall be paid by the applicant for the building permit.

9.3(b) Schedule of Fees. The City shall impose and collect the fee required by this Section pursuant to the schedule shown as Exhibit ____:

9.3(c) Exemptions. The following shall be exempt from the imposition of the fee identified in this Section. An exemption must be claimed at the time of application for a building permit.

1. Alterations of an existing dwelling unit where no additional dwelling units are created.
2. Replacement of a destroyed or partially destroyed or moved residential building or structure with a new building or structure of the same use, and with the same number of dwelling units.
3. Replacement of a destroyed or partially destroyed or moved nonresidential building or structure with a new building or structure of the same gross floor area and use.
4. In order to promote the economic development of the City or the public health, safety, and general welfare of its residents, the City Council may agree to pay some or all of the fees imposed by this Section from other funds of the City that are not restricted to other uses. Any such decision to pay impact fees on behalf of an applicant shall be at the discretion of the City Council and shall be

made pursuant to goals and objectives articulated by the City Council.

9.3(d) Refunds.

1. If an applicant has paid a Traffic Signal Impact Fee Pursuant to this Section, and the building permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, then the applicant who paid such fee shall be entitled to a refund of the fee paid, without interest. In order to be eligible to receive such refund, the applicant who paid such fee shall be required to submit an application for such refund within thirty (30) days after the expiration of the permit or extension for which the fee was paid.
2. At the time of payment of any fee under this Section, the City shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this Section.
3. Each refund must be paid to the owner of the property of record at the time the refund is paid. If the City paid the impact fee, the refund must be paid to the City.

9.3(e) Use of Fee. City agrees to use all fees collected pursuant to this Section to install only those Traffic Signal Improvements shown on the Traffic Signal Capital Improvement Plan. City agrees to install such improvements at such time as they are warranted by the Applicable Rules and the Master Traffic Study.

9.3(f) Owner Construction of Traffic Signal Improvement/Reimbursement. Owner may, in its discretion, elect to install Traffic Signal Improvements within the Planned Community and shown on the Traffic Signal Capital Improvement Plan, so long as such improvements are warranted by the Applicable Rules. After the improvement is constructed and dedicated to the City, Owner shall provide to City copies of all construction invoices, bills or payment checks. City shall, within ninety (90) days of receiving such invoices, bills or checks, reimburse Owner for the total construction costs of the improvement, unless otherwise agreed by Owner and City.

9.4 Limitation on Owner's Obligations. Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide facilities or improvements beyond those specified in this Section.

**SECTION 10
FLOOD CONTROL**

10.1 Flood Control Facilities and Technical Drainage Studies. Owner shall be required to construct those flood control facilities identified in the Master Drainage Study which are necessary for the flood protection of the Planned Community or for mitigation of downstream flood impacts caused by the development of the Planned Community, if any. All facilities will be planned and designed based on ultimate developed conditions. Owner shall be responsible for paying for the costs of constructing any facilities necessary and shall dedicate all rights of way and easements to accommodate such facilities. City will assist in obtaining all rights-of-way, permits, easements or other interests not owned by Owner necessary to construct the facilities required in this Section. Except as otherwise set forth above, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for, facilities or improvements for flood control improvements outside of the Planned Community that are a substitute therefore, except to the extent necessary to comply with the required drainage studies.

SECTION 11 SPECIAL IMPROVEMENT DISTRICT

11.1 Consideration of Special Improvement District. City agrees to consider and, if appropriate, process, facilitate, and expedite, with due diligence, any applications for developer initiated special improvement districts which may be identified as material to the development of the Planned Community. The Parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to the Applicable Rules.

SECTION 12 GENERAL PROVISIONS

12.1 Duration of Agreement. The term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that Owner shall have the right to extend the term of this Agreement for an additional ten (10) years upon the following conditions:

- (i) Owner provides written notice of such extension to City prior to the expiration of the original ten (10) year term of this Agreement; and
- (ii) Owner is not in default of this Agreement.

Upon such extension of this Agreement, Owner and City shall enter into an amendment to this Agreement memorializing the extension of the term.

12.2 Assignment.

12.2(a) To an Affiliate of Owner. The rights of Owner under this Agreement

may be freely transferred or assigned to an Affiliate of Owner provided that such entity shall assume in writing all obligations of Owner hereunder, and provide substitute security in form and amount acceptable to the City for any security previously provided by Owner in compliance with the Code, if any.

12.2(b) To a Third Party. If Owner sells or transfers more than fifty percent (50%) of the Planned Community to a party other than an Affiliate, Owner shall be relieved of its obligations under this Agreement, provided that such transferee assumes all duties and obligations of Owner then unsatisfied and provides substitute security, in form and amount acceptable to City, for any of Owner's previous obligations for which Owner provided performance security, if any.

12.2(c) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Planned Community shall relieve Owner of its obligations hereunder as to the portion of the Planned Community so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Owner hereunder unless such transferee expressly assumes such obligations and duties of Owner. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

12.2(d) In Connection with Financing Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

12.3 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time or canceled, but only upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the City Council.

12.4 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives.

12.5 Binding Effect of Agreement. Subject to Section 12.2 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the property which is the subject of this Agreement.

12.6 Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that Owner is not an agent of City for any purpose and City is not an agent of Owner for any capacity.

12.7 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Planning Director

To Owner: CLIFFS EDGE, LLC
3455 Cliff Shadows Parkway
Suite 220
Las Vegas, Nevada 89129
Attention: Tom Devore

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

12.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all of any part of the subject matter hereof.

12.9 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of City or Owner, as the case may be.

12.10 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and Owner and shall be recorded in the Official Records of Clark County, Nevada.

12.11 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe,

interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

12.12 Release. Each residential lot shown on a recorded Subdivision Map within the Planned Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

12.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY:

OWNER:

CITY COUNCIL, CITY OF LAS VEGAS

CLIFFS EDGE, LLC,
a Nevada limited liability company

By:

OSCAR B. GOODMAN, MAYOR

By:

Name:

APPROVED AS TO FORM:

Title:

Thomas R. Green 2-5-04
DEPUTY CITY ATTORNEY

SUBSCRIBED AND SWORN TO before me
on this _____ day of _____,
2003.

ATTEST:

CITY CLERK

Notary Public in and for said County and State

By:

BARBARA J. RONEMUS, CITY CLERK

EXHIBIT A

[Legal Description of Property Subject To Agreement]

EXHIBIT B
[SID Guidelines]

EXHIBIT C

[Traffic Signal Capital Improvement Plan]

EXHIBIT D

[Design Guidelines]

EXHIBIT E

MAINTENANCE PLAN

(A) The Plan must be approved by the City pursuant to and in compliance with the Applicable Rules and must contain provisions that outline the proposed standards and level of maintenance to be provided with respect to such improvements. The Plan will include provisions for maintenance of all landscaping and related irrigation systems, including the following landscaped areas, if applicable, and part of the applicable project, whether developed or natural:

- (1) Common areas;
- (2) Parks, trails, and related facilities and equipment;
- (3) Drainage easements that contain landscaping;
- (4) Sight visibility zones, as defined in the Applicable Rules; and
- (5) Any areas of landscaping located within public rights-of-way which are required by law or by the City approval of the development to be maintained by the association.

(B) The Plan will include provisions for maintenance of common area lighting and for security walls located within common areas, but excluding any walls located on an individual unit or lot.

(C) The Plan will include provisions for periodic inspection, maintenance and repair of the improvements described herein in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness and maintain the aesthetic appearance, the function and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required maintenance and repair shall include, without limitation:

(1) Maintenance of all landscaping in a healthy condition, with all grass cut to an appropriate length, all plants and bushes appropriately trimmed and maintained, and diseased or dead portions of landscaping promptly replaced with healthy plant materials.

(2) Repair, maintenance and replacement of facilities and equipment in common areas, including tables, playground equipment, fences, walkways and fountains.

(3) Regular cleaning and maintenance of restrooms.

(D) The Plan will include a provision that the Plan can be amended by the governing board of the association but only with the written consent of the City.

(E) The Plan will include a provision that, in the event the association fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and which shall have the same priority as liens for real estate taxes.

(F) The Plan will include a provision requiring the posting with the City and maintenance thereafter of a continuing bond, acceptable to the City, to guarantee the payment of all of such maintenance costs for a continuing period of one year from any given date. The requirement for the posting and maintenance of such bond shall be maintained only until the association has the capital reserves to cover such one-year's maintenance.

EXHIBIT F
[Design Guidelines Certification]

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-11 – Levies Assessment for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

Amount: \$168,901.24

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Levies the assessment for the cost of street improvements: pavement, curb, gutter, sidewalk, driveways, streetlights, and sewer laterals. This district will be financed by the City, and the assessments will be paid over a 10-year period.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-11

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1472 – DURANGO DRIVE (LONE MOUNTAIN ROAD TO TROPICAL PARKWAY); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway) (hereinafter the "District"), for the purpose of acquiring a Street Project, Sanitary Sewer Project, and a Water Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$4,064,248.35, of which, \$3,895,347.11 is available from other sources and of which \$168,901.24 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the Engineering Integration Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of Engineering Integration Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on January 7, 2004. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1472 Assessment Protest Resolution; and

WHEREAS, by the District No. 1472 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2)(a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1472 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit

and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1472 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on January 7, 2004, and as modified and confirmed by the District No. 1472 Assessment Protest Resolution duly adopted by the City Council on February 18, 2004.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective

date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment, may at any time (at the option of such owner), pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the

same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. March 21, 2004) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner

of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first

such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR
IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1472 – DURANGO DRIVE (LONE MOUNTAIN ROAD TO TROPICAL
PARKWAY)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1472 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on March 17, 2004. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before April 20, 2004, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in twenty (20) substantially equal semi-annual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from March 21, 2004, (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by Resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three

percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from March 21, 2004, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this March 17, 2004.

BARBARA JO RONEUMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before March 17, 2004, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1472 – DURANGO DRIVE (LONE MOUNTAIN ROAD TO TROPICAL PARKWAY); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 18th day of February, 2004, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 17th day of March, 2004.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1472 - DURANGO DRIVE (LONE MOUNTAIN ROAD TO TROPICAL PARKWAY); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on February 18, 2004, and was passed at a regular meeting held on March 17, 2004, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after March 21, 2004, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2004.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BARBARA JO RONEMUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced February 18, 2004, PASSED, ADOPTED AND APPROVED March 17, 2004.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

2-5-'04 Madeline L. Dickman D'Alto
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on February 18, 2004, and finally adopted and approved on March 17, 2004.

2. The following members of the City Council were present at the February 18, 2004, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on February 18, 2004, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on March 17, 2004, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the March 17, 2004, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

Those Voting Nay:	_____

Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on February 18, and March 17, 2004. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Downtown Transportation Center
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on February 18, 2004, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on March 17, 2004, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2004.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of February 18, 2004 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 17, 2004 Meeting)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-12 – Levies Assessment for Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

Amount: \$209,036.50

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Levies the assessment for the cost of street improvements: pavement, left turn lane and/or center median, "L" type curb and gutter, sidewalks, streetlights, water laterals and sewer laterals. The entire project length is located in Wards 2 and 6; however, the properties involved in the SID are located in Ward 6. This district will be financed through the sale of bonds, and the assessments will be paid over a 10-year period.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-12

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1474 – RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1474 – Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (hereinafter the "District"), for the purpose of acquiring a Street Project, Sanitary Sewer Project, and a Water Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$6,206,420.00, of which, \$5,997,383.50 is available from other sources and of which \$209,036.50 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the Engineering Integration Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of Engineering Integration Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on January 7, 2004. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1474 Assessment Protest Resolution; and

WHEREAS, by the District No. 1474 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2)(a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1474 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit

and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1474 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1474 – Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on January 7, 2004, and as modified and confirmed by the District No. 1474 Assessment Protest Resolution duly adopted by the City Council on February 18, 2004.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective

date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment, may at any time (at the option of such owner), pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the

same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. March 21, 2004) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner

of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first

such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR
IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1474 – RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO
SMOKE RANCH ROAD)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1474 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on March 17, 2004. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1474 – Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before April 20, 2004, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in twenty (20) substantially equal semi-annual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from March 21, 2004, (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by Resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such

bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from March 21, 2004, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this March 17, 2004.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before March 17, 2004, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1474 – RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 18th day of February, 2004, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 17th day of March, 2004.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1474 – RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on February 18, 2004, and was passed at a regular meeting held on March 17, 2004, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after March 21, 2004, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2004.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BARBARA JO RONEMUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced February 18, 2004, PASSED, ADOPTED AND APPROVED March 17, 2004.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

2-5-'04
Date

Madeline J. Diekmann Dilico
Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on February 18, 2004, and finally adopted and approved on March 17, 2004.

2. The following members of the City Council were present at the February 18, 2004, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on February 18, 2004, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on March 17, 2004, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the March 17, 2004, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

Those Voting Nay:	_____

Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on February 18, and March 17, 2004. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Downtown Transportation Center
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on February 18, 2004, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on March 17, 2004, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2004.

BARBARA JO RONEMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of February 18, 2004 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 17, 2004 Meeting)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-13 – Levies Assessment for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

Amount: \$2,744,088.73

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Levies the assessment for the cost of street improvements: pavement, curb, gutter, driveway approaches, streetlights, storm drain facilities, water mains, water laterals, and sewer laterals. In addition, pavement, curb, gutter, storm drain facilities, water mains, and streetlights were installed along the south side of Elkhorn Road. Bonds will be sold for this district, and the assessments will be paid over a 20-year period.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-13

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1481 – EL CAPITAN WAY (CENTENNIAL PARKWAY TO US 95); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1481 – El Capitan Way (Centennial Parkway to US 95) (hereinafter the "District"), for the purpose of acquiring a Street Project, a Sanitary Sewer Project, a Storm Sewer Project and a Water Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, pursuant to NRS 271.337, the City may add certain public improvements, which an owner of assessable property requests, to the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$5,317,450.00, of which, \$2,573,361.27 is available from other sources and of which \$2,744,088.73 is to be assessed upon

the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the Engineering Integration Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of Engineering Integration Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on January 7, 2004. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment

roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1481 Assessment Protest Resolution; and

WHEREAS, by the District No. 1481 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1481 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1481 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1481 – El Capitan Way (Centennial Parkway to US 95), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on January 7, 2004, and as modified and confirmed by the District No. 1481 Assessment Protest Resolution duly adopted by the City Council on February 18, 2004.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in forty (40) substantially equal semiannual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold the rate will not exceed by more than one percent (1%) the

highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment, may at any time (at the option of such owner), pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date, together with the payment of a penalty for such prepayment of three percent (3%) of the principal of the deferred installments so prepaid. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or

transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. March 21, 2004) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not

paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in

full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR
IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1481 – EL CAPITAN WAY (CENTENNIAL PARKWAY TO US 95)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1481 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on March 17, 2004. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1481 – El Capitan Way (Centennial Parkway to US 95)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before April 20, 2004, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in forty (40) substantially equal semi-annual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from March 21, 2004 (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by Resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three

percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of three percent (3%) of the installment or installments of principal so prepaid. The City Council, by the Levy Ordinance, has established a prepayment penalty or premium of three percent (3%) of the principal of deferred installments so prepaid. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is

disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from March 21, 2004 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this March 17, 2004.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before March 17, 2004, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1481 – EL CAPITAN WAY (CENTENNIAL PARKWAY TO US 95); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 18th day of February, 2004, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 17th day of March, 2004.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1481 - EL CAPITAN WAY (CENTENNIAL PARKWAY TO US 95); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on February 18, 2004, and was passed at a regular meeting held on March 17, 2004, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after _____, 2004 i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2004

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BARBARA JO RONECUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced February 18, 2004, PASSED, ADOPTED AND APPROVED March 17, 2004.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

2-5-04 Madeline J. DiPietro-DiCicco
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on February 18, 2004 and finally adopted and approved on March 17, 2004.

2. The following members of the City Council were present at the February 18, 2004 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on February 18, 2004, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on March 17, 2004, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the March 17, 2004 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

Those Voting Nay:	_____

Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been

recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on February 18, and March 17, 2004. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Downtown Transportation Center
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on February 18, 2004, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on March 17, 2004, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2004.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of February 18, 2004 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 17, 2004 Meeting)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-14 – Levies Assessment for Special Improvement District No. 1486 - Rainbow Boulevard Phase II (Rancho Drive to Ann Road) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

Amount: \$394,135.77

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Levies the assessment for the cost of street improvements: pavement, "L" type curb and gutter, sidewalk, commercial and residential driveway approaches, water laterals, sewer laterals and streetlights. Bonds will be sold for this district, and the assessments will be paid over a 10-year period.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-14

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1486 – RAINBOW BOULEVARD (RANCHO DRIVE TO ANN ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1486 – Rainbow Boulevard (Rancho Drive to Ann Road) (hereinafter the "District"), for the purpose of acquiring a Street Project, Sanitary Sewer Project, and a Water Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$1,782,740.00, of which, \$1,388,604.23 is available from other sources and of which \$394,135.77 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the Engineering Integration Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of Engineering Integration Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, February 4, 2004, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on January 7, 2004. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1486 Assessment Protest Resolution; and

WHEREAS, by the District No. 1486 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2)(a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1486 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit

and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1486 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1486 – Rainbow Boulevard (Rancho Drive to Ann Road), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on January 7, 2004, and as modified and confirmed by the District No. 1486 Assessment Protest Resolution duly adopted by the City Council on February 18, 2004.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective

date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment, may at any time (at the option of such owner), pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the

same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. March 21, 2004) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner

of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first

such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

**NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR
IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1486 – RAINBOW BOULEVARD (RANCHO DRIVE TO ANN ROAD)**

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1486 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on March 17, 2004. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1486 – Rainbow Boulevard (Rancho Drive to Ann Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before April 20, 2004, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in twenty (20) substantially equal semi-annual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments of principal from March 21, 2004, (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2004. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Council shall by Resolution provide the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such

bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after April 20, 2004, but before the adoption of the aforementioned resolution establishing the rate of interest on deferred installments of assessments, such interest accruing thereon to the next interest payment date shall be calculated at seven and 52/100 percent (7.52%) per annum (i.e., the "Index of Twenty Bonds" published January 15, 2004, plus three percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from March 21, 2004, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this March 17, 2004.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before March 17, 2004, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1486 – RAINBOW BOULEVARD (RANCHO DRIVE TO ANN ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 18th day of February, 2004, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 17th day of March, 2004.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1486 – RAINBOW BOULEVARD (RANCHO DRIVE TO ANN ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on February 18, 2004, and was passed at a regular meeting held on March 17, 2004, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after March 21, 2004, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2004.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:

/s/ BARBARA JO RONE MUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced February 18, 2004, PASSED, ADOPTED AND APPROVED March 17, 2004.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

2-5-'04 Madeline P. DiStefano DiStefano
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on February 18, 2004, and finally adopted and approved on March 17, 2004.

2. The following members of the City Council were present at the February 18, 2004, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on February 18, 2004, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on March 17, 2004, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the March 17, 2004, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

Those Voting Nay:	_____

Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on February 18, and March 17, 2004. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Downtown Transportation Center
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on February 18, 2004, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on March 17, 2004, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2004.

BARBARA JO RONEMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of February 18, 2004 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 17, 2004 Meeting)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-15 – Ordinance Creating Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

Amount: \$349,029.49

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Installation of pavement, curb, gutter, and streetlights.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-15

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

(11:53 – 11:56)

2-2762

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1503 – DURANGO DRIVE PHASE IV (TROPICAL PARKWAY TO CLARK COUNTY HIGHWAY 215) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the Las Vegas, Nevada, Special Improvement District No. 1503 – Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) (hereinafter the "District"), for the purpose of constructing and improving or acquiring and improving a Street Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessment is to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from in the Project; and

WHEREAS, among other documents, the City Engineer and the Engineering Integration Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed; the amount

of the estimated assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written protest or objection on or before Friday, January 30, 2004, and to appear before the City Council on Wednesday, February 4, 2004, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project in part with funds derived from the levy of assessments, and the City will pay one-half or more of the costs with monies derived from sources other than the levy of special assessments and that the exception provided by NRS 271.306(2)(a) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1503 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1503 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1503 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

- (a) The public convenience and necessity require the creation of the District.
- (b) The creation of the District is economically sound and feasible.
- (c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the "Las Vegas, Nevada, Special Improvement District No. 1503 – Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215)" for the purpose of acquiring a Project as more particularly described below. The boundaries of the District, which include the location of the Project and the lots, tracts and

parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

DURANGO DRIVE (NORTH SIDE) - from the centerline of Tropical Parkway west-northwest along the "S-curve" realignment of Durango Drive approximately 2,450 feet (120-foot right-of-way).

DURANGO LOOP ROAD (WEST SIDE) - from the centerline of Durango Drive north along Durango Loop Road approximately 635 feet (90-foot right-of-way).

DURANGO DRIVE (BOTH SIDES) - from the centerline of Centennial Parkway south-southeast on Durango Drive approximately 565 feet and north on Durango Drive approximately 370 feet to the southern right-of-way of Clark County Highway 215 (120-foot right-of-way).

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The improvements on Durango Drive and Durango Loop Road will consist of the grading, regrading, graveling, and asphalt paving as necessary for at least four (4) travel lanes, a two-way center left turn lane or raised medians, "L" type curb and gutter, commercial or residential driveway approaches and streetlights. The streetlights will be installed at the back of the curb and gutter at appropriate intervals.

The City Council has determined that the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 5,573,600.00	\$ 349,029.49	\$ 5,224,570.51

The amounts to be assessed for the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the

estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a front foot basis for the installation of pavement, curb, gutter, residential driveways and streetlights and on a square foot method for the installation of commercial driveways. Each property owner will be assessed for the cost of an 8-foot wide street pavement section (unless the property owner has development plans in progress and has been conditioned by City Council for installation of a half-street pavement section), curb and gutter, driveway approaches and streetlights, where not already existing.

Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1503 Provisional Order Resolution.

Section 7. That the portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto, as designated preliminary assessment roll. In cases of wedge or "V" or any other irregularly-shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in twenty (20) substantially equal semi-annual installments of principal and interest. The City Council shall provide the time and terms of payment of such assessments and shall fix penalties (not to exceed two percent (2%))

per month) to be collected upon delinquent payments. The City Council shall also provide the rate of interest on unpaid installments of assessments which will not exceed the current maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. If bonds are not issued for the District, the City Council shall by resolution establish the rate of interest on unpaid and deferred installments of assessments.

Section 10. That all action, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof, (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That the officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed). The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request. Thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before March, 17, 2004, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1503 – DURANGO DRIVE PHASE IV (TROPICAL PARKWAY TO CLARK COUNTY HIGHWAY 215) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 18th day of February, 2004, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 17th day of March, 2004.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for and against its passage, and with a statement that typewritten copies of the Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1503 – DURANGO DRIVE PHASE IV (TROPICAL PARKWAY TO CLARK COUNTY HIGHWAY 215) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on February, 18, 2004, and was passed at a regular meeting held on March 17, 2004, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after March 21, 2004, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 17th day of March, 2004.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BARBARA JO RONE MUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced February 18, 2004, PASSED, ADOPTED AND APPROVED March 17, 2004.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

2-5-'04 Madeline J. Diefmann-Dicco
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on February 18, 2004, and finally adopted and approved on March 17, 2004.

2. The following members of the City Council were present at the February 18, 2004, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on February 18, 2004, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on March 17, 2004, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the March 17, 2004, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

Those Voting Nay:	_____

Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on February 18, and March 17, 2004. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Downtown Transportation Center
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on February 18, 2004, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on March 17, 2004, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this March 17, 2004.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of February 18, 2004 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 17, 2004 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-16 – Extends for an additional 18 months the provisions of Ordinance No. 5521, relating to the Downtown Entertainment Overlay District. Proposed by: Douglas A Selby, City Manager

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On October 2, 2002, the City Council adopted Ordinance No. 5521, which created the Downtown Entertainment Overlay District. The ordinance was to be effective for a period of 18 months unless further extended by ordinance. The 18-month period will expire in April of this year, and in view of the progress that has been made in implementing Ordinance No. 5521, it has been recommended that the provisions of the ordinance be extended an additional 18 months. This bill will accomplish the extension.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-16

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

3/1/2004 Recommending Committee

3/3/2004 Council Agenda

CITY ATTORNEY JERBIC requested the sponsor of this bill be changed to MAYOR GOODMAN.

(11:53 – 11:56)

2-2762

THE MORNING SESSION RECESSED AT 11:56 A.M.

1 **BILL NO. 2004-16**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO EXTEND FOR AN ADDITIONAL 18 MONTHS THE PROVISIONS OF
4 ORDINANCE NO. 5521, RELATING TO THE DOWNTOWN ENTERTAINMENT OVERLAY
DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: Douglas A. Selby, City Manager Summary: Extends for an additional 18 months
6 the provisions of Ordinance No. 5521, relating
7 to the Downtown Entertainment Overlay
District.

8 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
9 AS FOLLOWS:

10 WHEREAS, Ordinance No. 5521, creating the Downtown Entertainment Overlay
11 District, was adopted by the City Council on October 2, 2002, to be effective for a period of 18
12 months unless further extended by ordinance; and

13 WHEREAS, in accordance with Section 11 of Ordinance No. 5521, the City Council
14 desires to extend the provisions of Ordinance No. 5521 for an additional 18 months; and

15 WHEREAS, based upon the progress that has been made in implementing the
16 provisions of Ordinance No. 5521 and the prospects of further implementation, the City Council
17 deems that extension of the Ordinance for an additional 18 months is warranted.

18 NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF
19 THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

20 SECTION 1: The provisions of Ordinance No. 5521, as adopted on October 2, 2002,
21 are hereby extended for an additional 18 months. Ordinance No. 5521 shall be effective through
22 October 2, 2005, unless otherwise provided by ordinance.

23 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
24 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
25 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
26 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
27 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
28 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,

1 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
2 invalid or ineffective.

3 SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases,
4 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
5 1983 Edition, in conflict herewith are hereby repealed.

6 PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

7 APPROVED:

8
9 By _____
10 OSCAR B. GOODMAN, Mayor

11 ATTEST:

12 _____
13 BARBARA JO RONEMUS, City Clerk

14 APPROVED AS TO FORM:

15 Val Stead 2-9-04
16 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2004, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2004, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12

APPROVED:

13

14

By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16

17 BARBARA JO RONEMUS, City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Any items from the afternoon session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

MOTION:

REESE – Motion to HOLD IN ABEYANCE Item 73 [SDR-3201] and Item 93 [SUP-3479] to 3/3/2004 and Item 113 [GPA-3470], Item 114 [ZON-3473], Item 115 [SDR-3475], Item 134 [ROC-2671], Item 135 [GPA-3483] and Item 136 [ZON-3509] to 3/17/2004; Accept the WITHDRAWAL WITHOUT PREJUDICE of Item 102 [GPA-3439] and 103 [SDR-3441] – UNANIMOUS with GOODMAN abstaining on Item 93 [SUP-3479] because someone in his law firm is negotiating with a billboard company from which he may benefit

MINUTES:

COUNCILMAN MACK clarified that he met with the applicant regarding Items 134 through 136 and advised him that area residents wanted the already approved tavern moved to a different location. The applicant will work on a new site plan with the tavern. ROBERT GENZER, Director of Planning and Development Department, verified with COUNCILMAN MACK that it would be prudent to set Items 134 through 136 Not To Be Heard Before 4:00 p.m. MR. GENZER announced that there will also be another item from the last Planning Commission meeting set Not To Be Heard Before 4:00 p.m. and the two items will be agendaed in that order.

(1:14 – 1:19)

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: FEBRUARY 18, 2004****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 328 N. 16th Street. PROPERTY OWNER: SECRETARY HOUSING AND URBAN DEVELOPMENT, C/O FIRST PRESTON FORECLOSURE – Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$1,820.00**☒**Budget Funds Available****Dept./Division: Neighborhood Services/Response**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, Weaver Construction was hired to abate the problem by boarding and securing all doors, windows and openings to the house, garage and enclosed patio; removing all trash, debris, litter and garbage from the entire property; removing all dead/dry/overgrown vegetation; trimming the huge palm trees; and by posting "No Trespassing" signs on the property.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$1,820.00 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Video shown but not submitted

MOTION:**WEEKLY – APPROVED the action of Neighborhood Services – UNANIMOUS**

CITY COUNCIL MEETING OF FEBRUARY 18, 2004
Neighborhood Services Department
Item 67 – 328 N. 16th Street

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

The property owner was not present.

DAVID SEMENZA, Neighborhood Services, presented a video of the subject property and stated that the condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken or appeal filed, Weaver Construction was hired to abate the problem. The subject property was corrected by cleaning and boarding, securing all windows and doors, repairing the gates and the garage door, and posting "No Trespassing" signs on the property. MR. SEMENZA recommended the City Council approve the report of expenses in the amount of \$1,820.00 in order that the charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be filed and recorded with the County Treasurer's Office.

AL GALLEG0, citizen of Las Vegas, referred to a sign that should be posted in front of these properties to embarrass HUD so that something may be done about these properties. He verified with MR. SEMENZA that a sign for demolition posted in front of a property means that the structure will be torn down. MR. SEMENZA added that a list was updated and new mailings sent out to all owners with vacant and boarded properties. Referring to the morning discussion regarding boarded properties, MAYOR GOODMAN pointed out that ORLANDO SANCHEZ, Director of Neighborhood Services, would be exploring the issue with DEPUTY CITY ATTORNEY DAN STILL.

COUNCILMAN WEEKLY discussed with MR. SEMENZA that if an abated property returns to the same condition, the City hires a contractor to abate it again. COUNCILMAN WEEKLY asked DEPUTY CITY MANAGER BETSY FRETWELL to contact legislative members to speed up the process to avoid further expenditures by the City.

No one appeared in opposition.

MAYOR GOODMAN declared the public hearing closed.

(1:19 – 1:22)

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2004

DEPARTMENT: Neighborhood Services

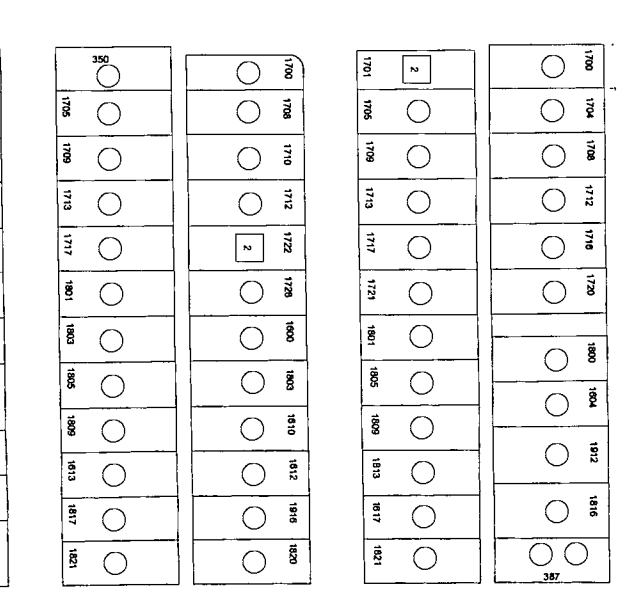
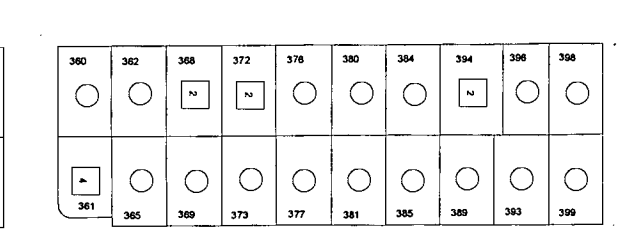
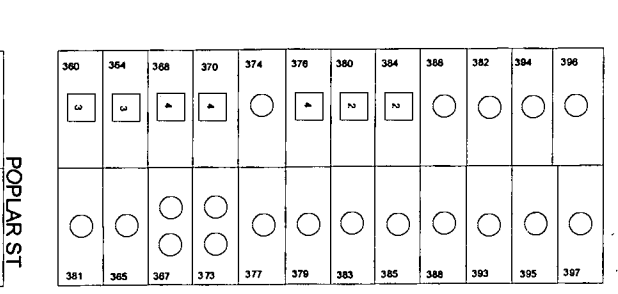
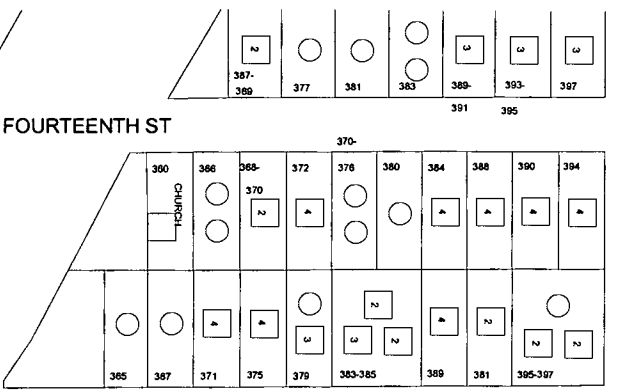
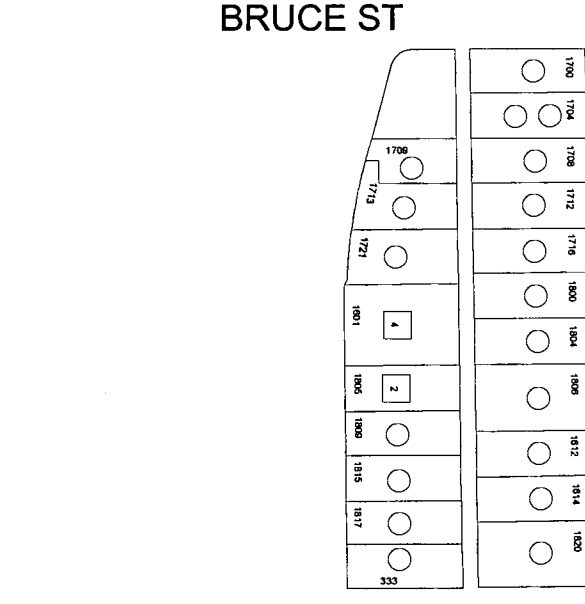
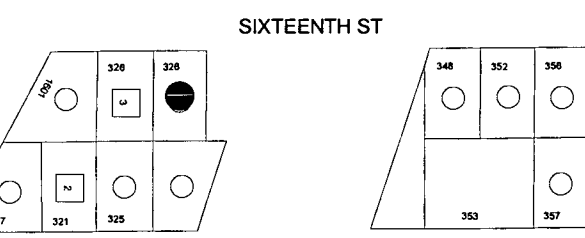
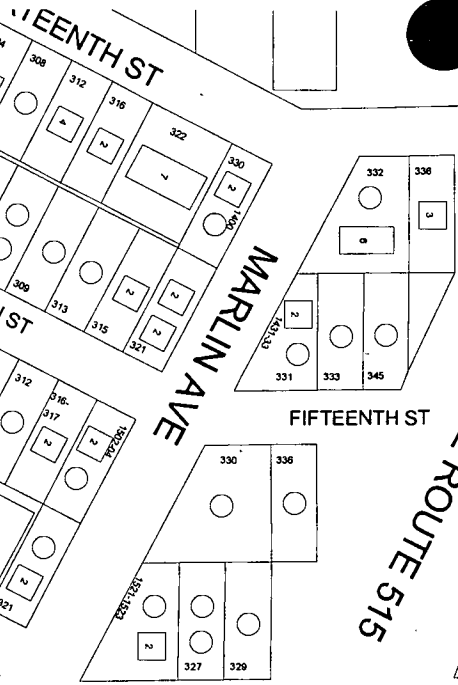
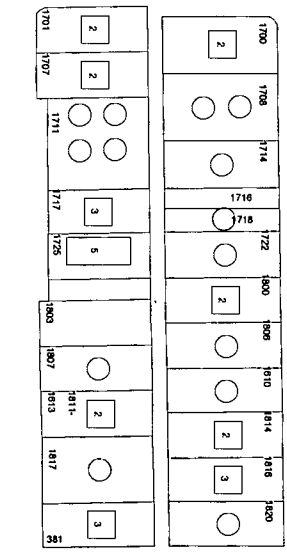
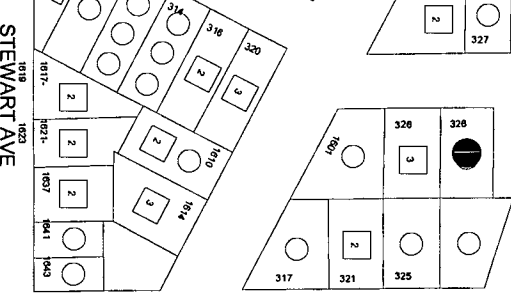
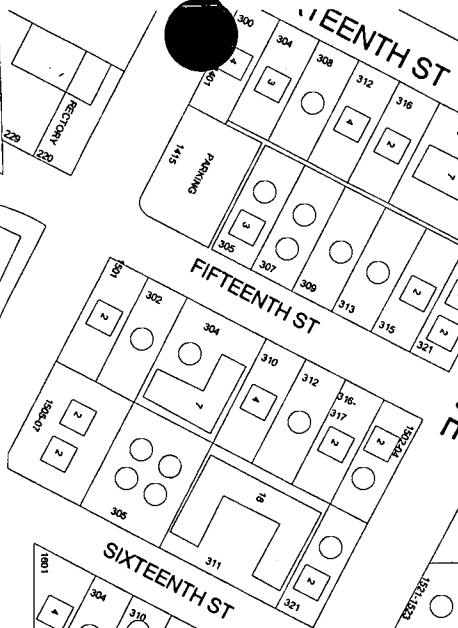
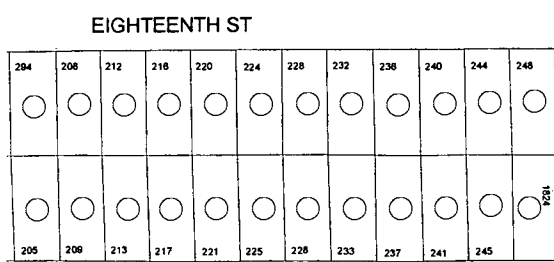
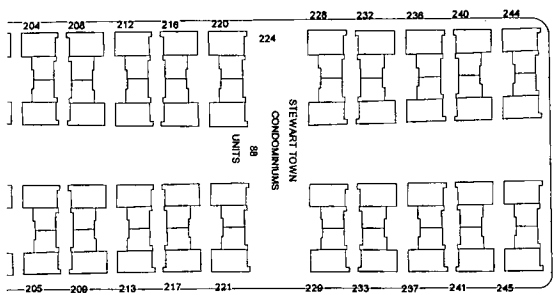
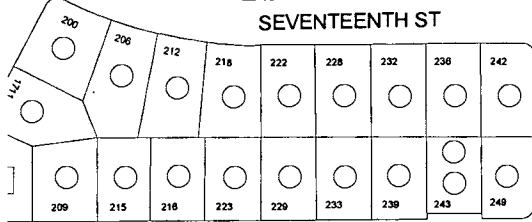
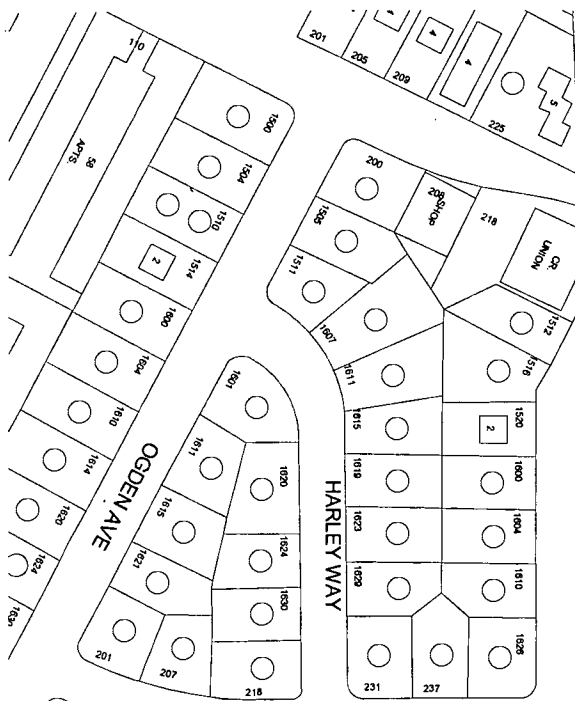
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 328 N. 16th Street.

PROPERTY OWNER: SECRETARY HOUSING AND URBAN DEVELOPMENT, C/O FIRST PRESTON FORECLOSURE – Ward 5 (Weekly)

Weaver Construction completed work on December 15, 2003 at a cost of \$1,913.00, less a credit for the windows (\$613.00), a boarding fee of \$325.00, plus a 15% administrative fee, for a total of \$1,820.00.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of "Dangerous Building", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



NINETEENTH ST

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: David Semenza, Manager – Neighborhood Response Division

CC: File

Date: February 2, 2004

Re: Report of Expenses for the abatement of Dangerous Building located at 328 N. 16th Street
- Ward 5 (Weekly)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding and securing all doors and openings to the house, garage and enclosed patio room; removing all trash, debris, litter and garbage from the entire property; removing all dead/dry/overgrown vegetation; trimming the huge palm trees in the rear yard; and by posting "No Trespassing" signs the property. Weaver Construction completed work on December 15, 2003 at a cost of \$1,300.00, which was accepted by the Department of Neighborhood Services.

Contract Amount	\$ 1,913.00
Less Credit for Windows.....	613.00
AMOUNT DUE	1,300.00
Boarding Fee	325.00
Administrative processing fee	195.00
TOTAL AMOUNT DUE	\$ 1,820.00

OWNER OF RECORD: SECRETARY HOUSING AND URBAN DEV
C/O FIRST PRESTON FORECLOSURE

PROPERTY ABATED: 328 N. 16TH STREET

ASSESSOR'S PARCEL: 139 35 212 097

LEGAL DESCRIPTION: FOURTEENTH STREET CITY ADD
PLAT BOOK 1 PAGE 82
LOT 8 BLOCK 23

DS:jg

WEAVER CONSTRUCTION

"GENERAL ENGINEERING"

2590 NORTH NELLIS BLVD.

LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

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

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

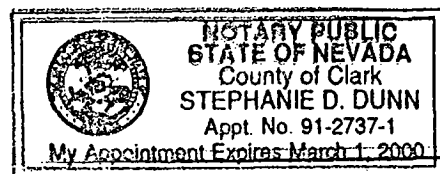
I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public





MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

NOTICE OF PUBLIC HEARING FEBRUARY 18, 2004

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings adopted as Section 16.08, Title 9.04 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, February 18, 2004**, at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by boarding and securing all doors, windows and openings to the house, garage and enclosed patio room; removing all trash, debris, litter and garbage from the entire property; removing all dead/dry/overgrown vegetation; trimming the huge palm trees in the rear yard; and by posting "No Trespassing" signs on property located at **328 NORTH 16TH STREET** legally described as **FOURTEENTH STREET CITY ADD, PLAT BOOK 1 PAGE 82, LOT 8 BLOCK 23**. Owner of record at time of abatement: **SECRETARY OF HOUSING & URBAN DEV c/o FIRST PRESTON FORECLOSURE - WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$1,820.00 was expended (\$1,300.00 to Weaver Construction, Inc. for cleaning the property; \$325.00 Boarding Fee and \$195.00 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

Address: 328 N 16TH ST

VACANT HOUSE WITH HIGH VEGETATION, REFUSE AND WASTE

Parcel(s)

Parcel:	Size:	Subdivision Name:
13935212097	0.13 ACRE	FOURTEENTH STREET CITY ADD

Owner Information:

17-Dec-03	SECRETARY HOUSING & URBAN DEV % FIRST PRESTON FORECLOSURE
	1520 NUTMEG PL #112; COSTA MESA, CA 92626-2557
10-Aug-02 17-Dec-03	G M A C MORTGAGE CORPORATION
	500 ENTERPRISE RD #150; HORSHAM, PA 19044-3503

Inspection Summary

Inspector:	Status:	Scheduled DT:	Start Dt:	Comp DT:	Min:
960392	Failed		07/02/2003 8:00	07/02/2003 8:20	20
870076	No Action	7/28/2003			
Time in Minuets:					20

Violation Details

Violation	Violation DT	Resolve DT	Location:
A-WEEDS	7/2/2003		HIGH VEGETATION
REMOVE ALL HIGH/DRY VEGETATION FROM ALL AREAS			
A-VEHICLE	7/2/2003		WHITE MUSTANG ON FRONT YARD
REMOVE ANY VEHICLES FROM PROPERTY.			
A-REFUSE/WST	7/2/2003		REFUSE AND WASTE
REMOVE ALL TRASH, DEBRIS AND SCATTERED LITTER FROM ALL AREAS			
A-BLD DNGR	7/2/2003		OPENED AND ACCESSIBLE
BOARD ALL WINDOWS AND ENTRANCES INCLUDING GARAGE DOOR AND PORCH AREA IN REAR. ENSURE ALL WINDOWS AND ENTRANCES REMAIN SECURE DURING VACANCY. POST NO TRESPASS SIGNS			

Log

Type:	Date:	Employee:	Min:
MISC	2/2/2004 10:23:00 AM	L. GORDON	0
MAILED LETTER AND REPORT OF EXPENSES TO PROPERTY OWNER, 02-18 COUNCIL AGENDA.			
MISC	12/17/2003 11:20:00 AM	KATHY STEWART	0
Sent Invoice (\$1,300) from Weaver Construction to Finance for payment. Gave file to Jackie Gordon for Council. (NOTE: Original bid amount was \$1,913, Weaver Construction gave credit (\$613) for windows that were already boarded.)			
MISC	12/17/2003 8:00:00 AM	KATHY STEWART	0
Received Invoice (\$1,300) from Weaver Construction for completion of abatement.			
VIDPST	12/16/2003 8:00:00 AM	KATHY STEWART	15
24) Post Video completed. Front, sides, & rear clean. House is secure. Rear palms have been trimmed away at trunk. Looks good! Post tape to DS.			
PHONE	12/12/2003 2:15:00 PM	KATHY STEWART	0
Phyllis w/Weaver Construction called and said they have completed the abatement of the property. E-mailed Pam Hines this information.			
PHONE	12/11/2003 9:42:00 AM	KATHY STEWART	0
Phyllis w/Weaver Construction said they will start abatement 12/15 or 12/16.			

PHONE	12/11/2003 9:25:00 AM	KATHY STEWART	8
Received phone call from Phyllis w/Weaver Const. stating that someone had boarded a few windows & pad-lock a door. Phyllis wanted to know if they should proceed with abatement. I spoke to Pam Hines & she said yes, to proceed with abatement.			
BIDA	12/10/2003 8:40:00 AM	KATHY STEWART	10
Per David Semenza award to lowest bidder. Faxed Award letter to Weaver Construction. Contractor to call with a start date for the abatement.			
MISC	12/9/2003 3:58:00 PM	KATHY STEWART	0
Received bid (late) from K.O. Construction (\$1,100).			
BIDR	12/9/2003 10:13:00 AM	KATHY STEWART	0
Received bid (late) from CASA Enterprise - \$2,800.			
BIDR	12/9/2003 8:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) Weaver Construction - \$1,913; (2) ADS Consulting - \$1,930; (3) C&W Enterprises - \$2,400; (4) WCG Contracting - \$2,990.			
BIDS	12/3/2003 10:10:00 AM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bids due back 12/8/03.			
VIDPRE	11/21/2003 8:00:00 AM	KATHY STEWART	15
24) Pre-Video complete. Open in front & rear-both house & garage. Broken windows in rear enclosed patio room. Huge palm trees in rear need trimming. Garbage inside needs removed. Proceed with abatement.			
VIDPRE	9/12/2003 3:04:00 PM	LAURA DEARMOND	0
SENT VIDEO REQUEST TO PH			
PHONE	8/13/2003 7:40:00 AM	STEPHANIE DEMOLEAS	3
17) Msg rcvd from Mary at GMAC (319-236-5130) that they have recvd notice and have dispatched crew to abate violations			
DIRECT	8/7/2003 2:34:00 PM	VICTORIA ROSEMORE	0
16 FOR 24) CONTINUE ABATEMENT. FILE SENT TO LD IN OFFICE.			
INSP	7/28/2003 7:50:00 AM	ANTHONY GUARINO	10
POSTING GONE, NO CHANGE TO PROPERTY-OPEN ACCESSIBLE, JUNKED VEH-MUSTANG ON FRONT YARD. T/D ALL YARDS, CONT ABATEMENT.			
LETTER	7/22/2003 3:47:00 PM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNER: GMAC MORTGAGE CORP			
LETTER	7/22/2003 11:54:00 AM	LAURA DEARMOND	0
REC'D CERT CARD FROM GMAC MORTGAGE CORP (OWNER)			
NOTICE	7/16/2003 8:15:00 AM	ANTHONY GUARINO	10
posted notice and order. Property in same condition. Front door open (no hardware to secure) front window open, rear door on patio open. T/D, cloths, boxes, parts in yards. Vehicle remains in front, high weeds remain. no progress.			
NOTICE	7/14/2003 8:57:00 AM	LAURA DEARMOND	0
sent n&o to owner, post 7-15, cb 7-28			
INSP	7/2/2003 8:00:00 AM	GUADALUPE MIRABAL	20
17) OPEN/ACCESSIBLE, T/D, H/VEG, ABANDONED WHITE MUSTANG N&O TO OWNER. L/M FOR COMPLAINANT. N&O INITIATED			
RESEAR	7/2/2003	GUADALUPE MIRABAL	0
GMAC TEL 215-682-4500			

Time in minuets:

91

APN 139-35-212-097
Ref # - 1547

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: SECRETARY OF HOUSING & URBAN DEVELOPMENT
c/o FIRST PRESTON FORECLOSURE
(Reputed Owner(s)) at time of abatement.

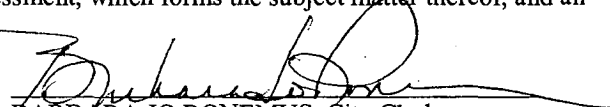
Assessor's Parcel No.: **139-35-212-097**
Commonly known as: **328 NORTH 16TH STREET**
Legal Description: **FOURTEENTH STREET CITY ADD**
PLAT BOOK 1 PAGE 82
LOT 8 BLOCK 23

On **December 15, 2003**, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$1,820.00** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

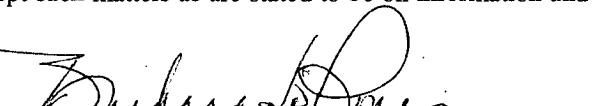
The Las Vegas City Council, at a duly noticed public hearing held on **February 18, 2004**, ordered the above charges in the amount of **\$1,820.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

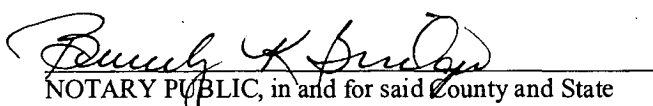

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

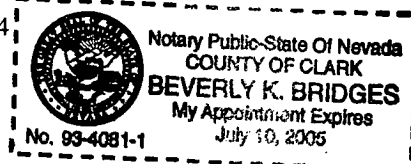
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 23RD day of February, 2004


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at the N/E Corner of H Street and Jackson Avenue, APN 139-27-110-069. PROPERTY OWNER: MILAN AND CINDY SELAKOVIC, C/O MILAN BAKERY, INC. – Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount:** \$2,839.35☒**Budget Funds Available****Dept./Division:** Neighborhood Services/Response☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, KO Construction, Inc. was hired to abate the problem by removing piles of dirt, concrete, rubble, bricks, roof tile, rebar, refuse, waste, and broken glass; removing all dead/dry/overgrown vegetation and weeds from the vacant lot; and by posting "No Trespassing/Dumping" signs on the property.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$2,839.35 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Video shown but not submitted

MOTION:

WEEKLY – APPROVED the action of Neighborhood Services – UNANIMOUS

CITY COUNCIL MEETING OF FEBRUARY 18, 2004
Neighborhood Services Department
Item 68 – N/E corner of H Street and Jackson Avenue

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

The property owner was not present.

DAVID SEMENZA, Neighborhood Services, presented a video of the subject property and stated that the condition of the property was a public hazard and an attractive nuisance. The parcel was vacant with piles of dirt, concrete, bricks and tile. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken or appeal filed, K. O. Construction was hired to abate the problem. The subject property was corrected by cleaning the lot. MR. SEMENZA recommended the City Council approve the report of expenses in the amount of \$2,839.35 in order that the charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be filed and recorded with the County Treasurer's Office.

TOM McGOWAN asked if any of these property owners are local residents and what percentage are out-of-town owners. MAYOR GOODMAN replied that many are out-of-town owners. MR. McGOWAN asked about a code provision mandating owners regularly inspect and properly maintain their properties. If such provision does not exist, he asked that it be implemented.

COUNCILMAN REESE asked about any provision requiring owners to install fencing around the property. MR. SEMENZA replied that if the property is cleaned a second time, the City could make such a request.

TODD FARLOW, 240 North 19th Street, suggested subpoenaing property owners to appear before City Council to apply pressure. MAYOR GOODMAN responded that it would be difficult to subpoena an out-of-state party because it would have to go through a court and it could be very expensive. MR. SEMENZA added that 10% of properties abated are locally owned. Most are abandoned homes where a mortgage company has to wait a year to take them back. Once the mortgage company does so, the home is refurbished and resold.

DEPUTY CITY ATTORNEY DAN STILL confirmed with MAYOR GOODMAN that he understands the Council's concerns and frustration with boarded properties. The biggest hurdle is gaining positive control of the property, either by the City, CDC or a responsible party willing to take ownership and do something positive with the property. He will incorporate all the suggestions in researching and preparing a report in 30 days as directed under Item 49. The report will provide solid, legal answers concerning the issues.

CITY COUNCIL MEETING OF FEBRUARY 18, 2004
Neighborhood Services Department
Item 68 – N/E corner of H Street and Jackson Avenue

MINUTES – Continued:

MAYOR GOODMAN indicated that he will be attending an advisory meeting in conjunction with the Conference of Mayors where he will consult with other Mayors as relates to this issue. The problem must be widespread throughout the country.

COUNCILMAN WEEKLY supported condemnation of a vacant lot not cared for by a property owner and turning it over to CDC, HUD or a non-profit organization for development as affordable housing. He directed MR. SEMENZA to inspect a lot recently cleaned that is in need of cleaning again. The property should be fenced and the owner notified that extreme measures will be taken if they do not adhere to what is asked of them.

MAYOR GOODMAN pointed out that as a local business, Milan Bakery should have been contacted. MR. SEMENZA confirmed that they were served legal notification through a Notice and Order.

No one appeared in opposition.

MAYOR GOODMAN declared the public hearing closed.

(1:22 – 1:29)

3-231

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2004

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at N/E Corner of H Street and Jackson Avenue. PROPERTY OWNER: MILAN AND CINDY SELAKOVIC, C/O MILAN BAKERY, INC. – Ward 5 (Weekly)

KO Construction, Inc. completed work on December 12, 2003 at a cost of \$2,469.00, plus a 15% administrative fee, for a total of \$2,839.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of "Dangerous Building", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: David Semenza, Manager – Neighborhood Response Division

CC: File

Date: February 2, 2004

Re: Report of Expenses for the abatement of Nuisance/Litter located at N/E Corner of H Street and Jackson Avenue, Parcel #139 27 110 069 - Ward 5 (Weekly)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance/Litter," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing piles of dirt, concrete, rubble, bricks, roof tile, rebar, refuse, waste, and broken glass; removing all dead/dry/overgrown vegetation and weeds from the vacant lot; and by posting "No Trespassing/Dumping" signs on the property. KO Construction, Inc. completed work on December 12, 2003 at a cost of \$2,469.00, which was accepted by the Department of Neighborhood Services.

Contract Amount	\$ 2,469.00
AMOUNT DUE	2,469.00
Administrative processing fee	370.35
TOTAL AMOUNT DUE	\$ 2,839.35

OWNER OF RECORD: MILAN AND CINDY SELAKOVIC
C/O MILAN BAKERY, INC.

PROPERTY ABATED: 328 N. 16TH STREET

ASSESSOR'S PARCEL: 139 27 110 069

LEGAL DESCRIPTION: HFM & M ADD
PLAT BOOK 1 PAGE 47
LOT 3 AND LOT 4 BLOCK 27

DS:jg

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC
more than a 1% interest in [Contracting Entity] or any principal of [Contracting Entity] are
the following: K.O. CONST INC K.O. CONSTRUCTION INC

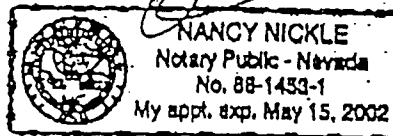
FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 W. MAULDING AVE	702-361-4221
2. EDWARD KOPE	LAS VEGAS, NV 89139	
3. ROSE KOPE		
4.		
5.		
6.		

Continue list until full and complete disclosure is made.

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

By: [Signature] K.O. CONSTRUCTION INC
[Contracting Entity]

Subscribed and sworn to before me this
29 Day of October 1999
Nancy Nickle
Notary Public





MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

NOTICE OF PUBLIC HEARING FEBRUARY 18, 2004

Pursuant to Title 9, Chapter 12 of the Las Vegas Municipal Code NOTICE IS HEREBY GIVEN THAT ON **Wednesday, February 18, 2004** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing piles of dirt, concrete, rubble, bricks, roof tile, rebar, refuse, waste and broken glass; removing all dead/dry/overgrown vegetation and weeds from the vacant lot; and by posting "No Trespassing/Dumping" signs on property located at **N/E CORNER OF H STREET AND JACKSON AVENUE PARCEL #139 27 110 069** legally described as **HFM & M ADD, PLAT BOOK 1 PAGE 47 LOT 3 AND LOT 4 BLOCK 27** Owner of record at time of abatement: **MILAN & CINDY SELAKOVIC c/o MILAN BAKERY, INC. - WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$2,839.35 was expended (\$2,469.00 to KO Construction, Inc. for cleaning the property and \$370.35 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

Parcel: 13927110069

VAC LOT NE CORNER OF H & JACKSON - DUMPED CONSTRUCTION GARBAGE, WEEDS,
TRASH & BROKEN BOTTLES

Parcel(s)

Owner Information:

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
870076	Passed			01/27/2004 14:22	01/27/2004 14:27	5
940274	Failed		8/8/2003	08/13/2003 13:35	08/13/2003 13:45	10
940274	Passed	Partial	8/25/2003	08/25/2003 11:15	08/25/2003 11:20	5
940274	Passed	Partial	9/15/2003	09/17/2003 12:45	09/17/2003 12:50	5
940274	Passed	Partial	10/3/2003	10/06/2003 10:50	10/06/2003 10:55	5
870076	No Action		10/17/2003			
Time in Minuets:						30

Violation Details

Violation	Violation DT	Resolve DT	Location:
A-WEEDS	8/13/2003		VACANT LOT
REMOVE ALL HIGH/DRY VEGETATION FROM VACANT LOT.			
A-REFUSE/WST	8/13/2003		VACANT LOT
REMOVE ALL TRASH, DEBRIS AND SCATTERED LITTER FROM VACANT LOT.			

Log

Type:	Date:	Employee:	Min:
MISC	2/2/2004 5:09:00 PM	L. GORDON	0
MAILED CERTIFIED AND REGULAR LETTERS AND REPORT OF EXPENSES TO PROPERTY OWNER			
INSP	1/27/2004 2:25:00 PM	PAMELA HINES	5
24) NO DUMPING SIGN WAS POSTED BUT IS NOW LYING FLAT ON THE LOT AS SOMEONE KNOCKED IT DOWN.			
MISC	12/17/2003 11:19:00 AM	KATHY STEWART	0
Sent Invoice (\$2,469) from K.O. Construction to Finance for payment. Gave file to Jackie Gordon for Council.			
VIDPST	12/16/2003 8:00:00 AM	KATHY STEWART	15
24) Property/lot is clean, scraped, all debris & weeds, dirt piles, etc removed. No signs. Will call Kris to have trespass/dump signs posted at H side & Jackson side.			
VIDPST	12/15/2003 8:33:00 AM	KATHY STEWART	0
Sent Request for AFTER Abatement Video to Pam Hines.			
MISC	12/15/2003 8:00:00 AM	KATHY STEWART	0
Received Invoice (\$2,469) from K.O. Construction for completion of abatement.			
MISC	12/11/2003 4:10:00 PM	KATHY STEWART	0
Chris w/K.O. Construction called with a start date for abatement, Friday, 12/12/03.			
BIDA	12/10/2003 12:50:00 PM	KATHY STEWART	0
Per David Semenza, award to lowest bidder. Faxed Award letter to K.O. Construction. Contractor to call with a start date.			

CASENO 2390 CODEENF

BIDR	12/10/2003 8:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) K.O. Construction - \$2,469; (2) WCG Contracting - \$2,875; (3) ADS Consulting - \$2,875; (4) Weaver Construction - \$3,580; (5) C&W Enterprises - \$3,600.			
BIDS	12/3/2003 2:47:00 PM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bids due back 12/9/03.			
VIDPRE	12/1/2003 8:00:00 AM	KATHY STEWART	15
24) Pre-video completed. Mounds of dirt, concrete rubble, roof tile, rebar, refuse & waste, broken glass, scattered weeds on this vacant lot. Refer for bids please.			
RESEAR	10/21/2003 9:51:00 AM	VICTORIA ROSEMORE	0
16) ATT'D CALL BPOE #1438 @ 4100 W. CHARLESTON BL AT 258-3557. THEY HAVE NO CONNECTION WITH BPOE #1735. BUT THEY DID PROVIDE THE FOLLOWING NUMBERS TO TRY (631-0331/631-0330/388-0710/474-9728) AND ALL ARE NOT IN SERVICE. NO LUCK. REF BACK TO 24.			
INSP	10/6/2003 10:50:00 AM	LYNN NIHIPALI	5
19) NO CHANGE, HAVE HAD NO CONTACT FROM OWNERS. REFER TO 24 FOR CONTINUED ABATEMENT.			
NOPOST	9/22/2003 1:30:00 PM	VICKI OZUNA	25
POSTED N&O ON VACANT LOT, NO CHANGE CB 10/03			
NOTICE	9/19/2003 10:15:00 AM	LAURA DEARMOND	0
SENT NUISANCE/LITTER N&O TO OWNER TRUSTEE CLARK COUNTY TREASURER, CB 10-3			
INSP	9/17/2003 12:45:00 PM	VICKI OZUNA	5
19) FOUND FILE IN ANOTHER FILE, NOT ENTERED FOR 8/25 INSPECTION. SENDING NOTICE AND ORDER REQUEST TO THE OFFICE TODAY TO HAVE LETTER SENT OUT.			
INSP	8/25/2003 11:15:00 AM	VICKI OZUNA	5
19) NO CHANGE, ALL VIOLATIONS STILL ON SITE. HAVE HAD NO RESPONSE FROM PROPERTY OWNERS. LOCAL BPOE LOCAL 1735 1401 N. DECATUR BLVD. #24. THEY ARE NOT AT THIS LOCATION. HAVE LOOKED FOR ANOTHER NUMBER.NONE FOUND. CHECKED YELLOW PAGES. TOOK PICS. SEND N/O			
INSP	8/13/2003 1:35:00 PM	VICKI OZUNA	10
VERIFIED, TD PILES OF BLOCK, BRICK AND DIRT. CN TO PROPERTY OWNER. CB 8/25			
RESEAR	8/13/2003 6:45:00 AM	VICKI OZUNA	5
ASSESSOR			
<i>Time in minuets:</i>			90

APN 139-27-110-069
Ref # - 2390

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: MILAN & CINDY SELAKOVIC,
c/o MILAN BAKERY, INC.
(Reputed Owner(s)) at time of abatement.

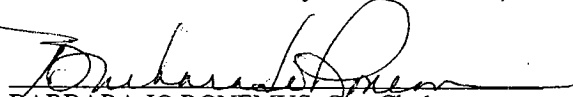
Assessor's Parcel No.: **139-27-110-069**
Commonly known as: **N/E CORNER OF H ST & JACKSON AVE**
Legal Description: **HFM & M ADD**
PLAT BOOK 1 PAGE 47
LOT 3 & LOT 4 BLOCK 27

On **December 12, 2003**, as provided in the Municipal Code, Title 9, Chapter 12, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$2,839.35** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **February 18, 2004**, ordered the above charges in the amount of **\$2,839.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

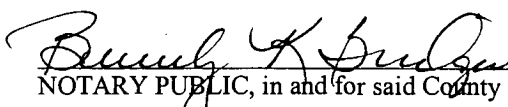

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

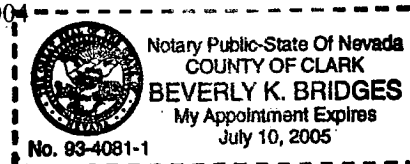
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 23rd day of February, 2004


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 1611 Euclid Avenue. PROPERTY OWNER: GARY STEPHEN BLAKE – Ward 3 (Reese)

Fiscal Impact☐**No Impact****Amount: \$1,943.05**☒**Budget Funds Available****Dept./Division: Neighborhood Services/Response**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, ADS Consulting, Inc. was hired to abate the problem by boarding and securing all doors, windows and openings; removing all trash, debris, litter and garbage from the entire property; removing the motor home, the Dodge pick up truck, and all dead/dry/overgrown vegetation; and by posting "No Trespassing" signs on the property.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$1,943.05 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Video shown but not submitted

MOTION:

REESE – APPROVED the action of Neighborhood Services – UNANIMOUS

CITY COUNCIL MEETING OF FEBRUARY 18, 2004
Neighborhood Services Department
Item 69 – 1611 Euclid Avenue

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

The property owner was not present.

DAVID SEMENZA, Neighborhood Services, presented a video of the subject property and stated that the condition of the property was a public hazard and an attractive nuisance. The abandoned building was open and accessible. It was corrected by removing abandoned vehicles, trash and debris, and securing the building. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken or appeal filed, ADS Consulting, Inc. was hired to abate the problem. MR. SEMENZA recommended the City Council approve the report of expenses in the amount of \$1,943.05 in order that the charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be filed and recorded with the County Treasurer's Office.

No one appeared in opposition.

MAYOR GOODMAN declared the public hearing closed.

(1:29 – 1:30)

3-451

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2004

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1611 Euclid Avenue. PROPERTY OWNER: GARY STEPHEN BLAKE – Ward 3 (Reese)

ADS Consulting, Inc. completed work on December 29, 2003 at a cost of \$1,407.00, a boarding fee of \$325.00, plus a 15% administrative fee, for a total of \$1,943.05.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of "Dangerous Building", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

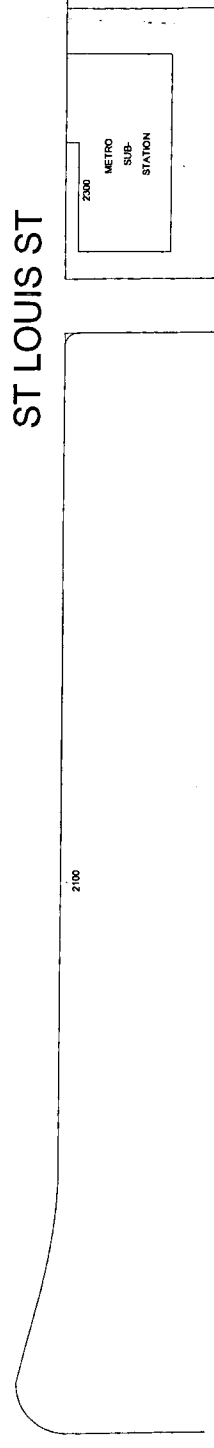
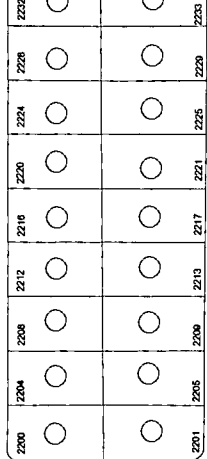
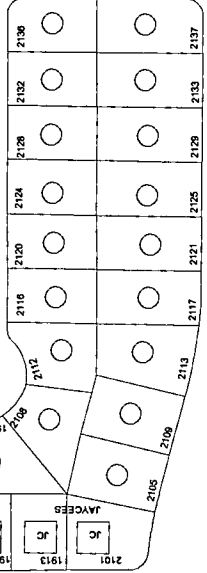
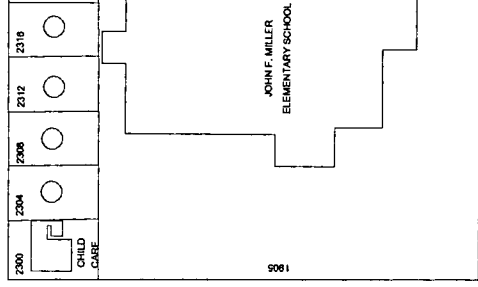
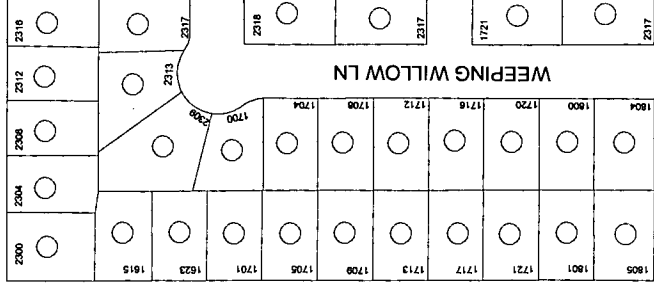
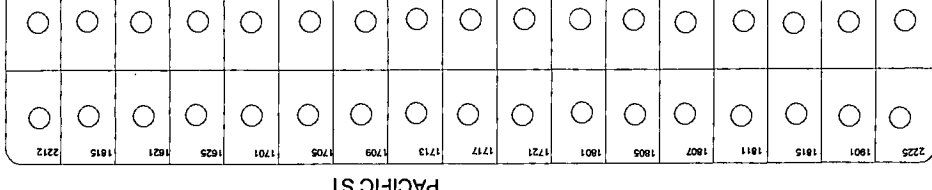
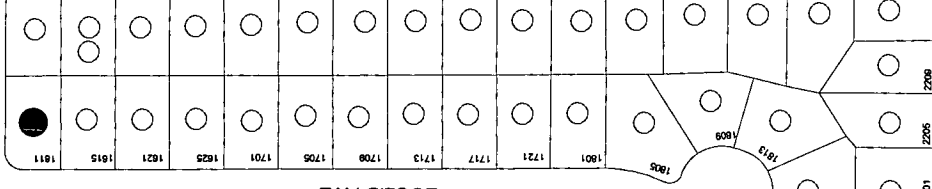
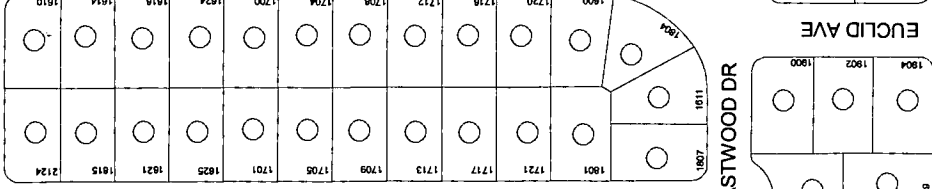
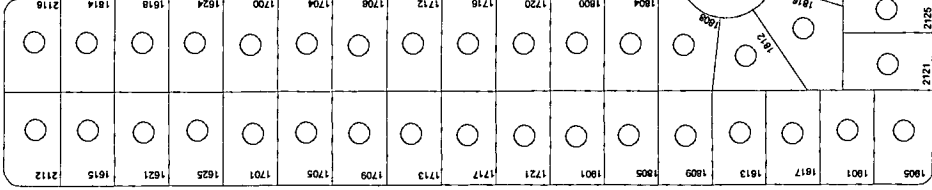
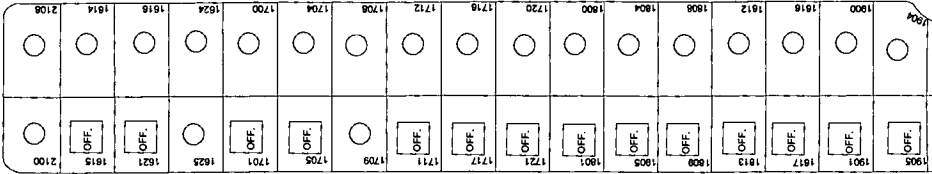
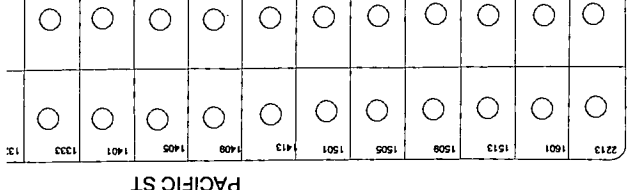
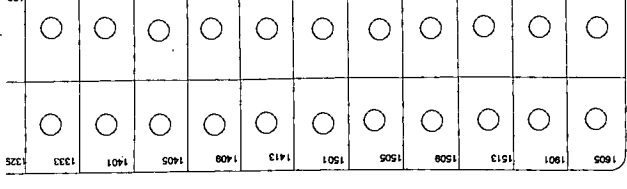
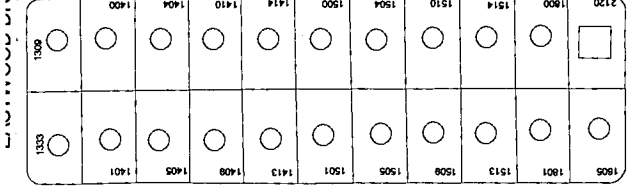
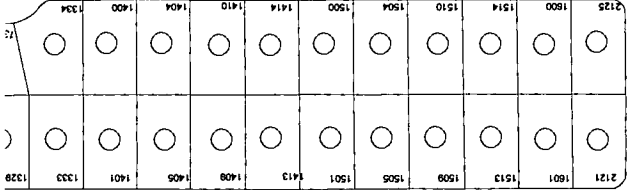
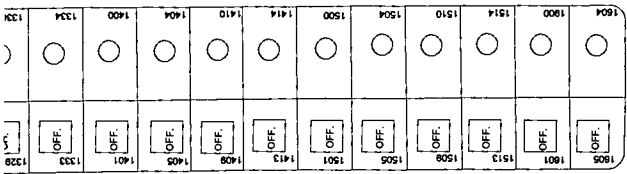
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

EASTERN AVE

EASTERN AVE

1818

2000



ST LOUIS ST

METRO
SUB-
STATION

2100

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: David Semenza, Manager – Neighborhood Response Division

CC: File

Date: February 2, 2004

Re: Report of Expenses for the abatement of Dangerous Building located at 1611 Euclid Avenue
- Ward 3 (Reese)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding and securing all doors, windows and openings; removing all trash, debris, litter and garbage from the entire property; removing the motor home, the Dodge pick up truck, and all dead/dry/overgrown vegetation; and by posting "No Trespassing" signs on the property. ADS Consulting, Inc. completed work on December 29, 2003 at a cost of \$1,407.00, which was accepted by the Department of Neighborhood Services.

Contract Amount	\$ 1,407.00
AMOUNT DUE	1,407.00
Boarding Fee	325.00
Administrative processing fee	211.05
TOTAL AMOUNT DUE	\$ 1,943.05

OWNER OF RECORD: GARY STEPHEN BLAKE

PROPERTY ABATED: 1611 EUCLID AVENUE

ASSESSOR'S PARCEL: 162 01 310 068

LEGAL DESCRIPTION: EASTWOOD TRACT #2
PLAT BOOK 3 PAGE 84
LOT 1 BLOCK 4

DS:jg

ADS Consulting Inc.
1801 S Eastern Ave.
Las Vegas, NV 89104

Disclosure of Principals

The principals and partners of *ADS Consulting*, and all persons and entities holding more than 1% interest in *ADS Consulting* or any principal of *ADS Consulting* are the following:

Full Name	Business Address	Business Phone
1. <u>Nelson Quetzada</u>	<u>1801 S. Eastern Avenue</u>	<u>(702) 531-3330</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

Continue list until full and complete disclosure is made.

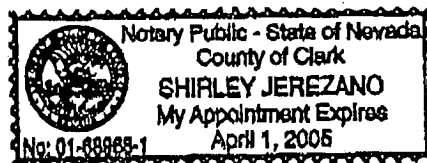
I certify under penalty of perjury, that the foregoing list is full and complete.

ADS Consulting

By: _____

STATE OF NEVADA)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public,
on this 29th day of April, 2002.



NOTARY PUBLIC in and for said
County and State



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

NOTICE OF PUBLIC HEARING FEBRUARY 18, 2004

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings adopted as Section 16.08, Title 9.04 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, February 18, 2004**, at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by boarding and securing all doors, windows and openings; removing all trash, debris, litter and garbage from the entire property; removing the motor home, the Dodge pickup truck and all dead/dry/overgrown vegetation; and by posting "No Trespassing" signs on property located at **1611 EUCLID AVENUE** legally described as **EASTWOOD TRACT #2, PLAT BOOK 3 PAGE 84, LOT 1 BLOCK 4**. Owner of record at time of abatement: **GARY STEPHEN BLAKE - WARD 3 (REESE)**

The Director of Neighborhood Services certifies in the report that the sum of \$1,943.05 was expended (\$1,407.00 to ADS Consulting, Inc. for cleaning the property; \$325.00 Boarding Fee and \$211.05 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

Address: 1611 EUCLID AVE

CAR

25185

2 JUNK VEHS CAMPER & YELLOW DODGE P/U BEHIND STRUCTURE ON S'SIDE. P/U FULL OF T/D, WINDOWS BROKEN OUT, BLOCKWALL KNOCKED DOWN, OAKLEY SIDE WEEDS T/D ALL YARDS

Parcel(s)

Parcel:	Size:	Subdivision Name:
16201310068	0.14 ACRE	EASTWOOD TRACT #2

Owner Information:

10-Aug-02	BLAKE GARY STEPHEN
	1611 EUCLID AVE; LAS VEGAS, NV 89104-4052

Inspection Summary

Inspector:	Status:	Scheduled DT:	Start Dt:	Comp DT:	Min:	
880076	Failed	8/13/2003	08/12/2003 12:26	08/12/2003 12:36	10	
880076	Failed	8/22/2003	08/25/2003 10:15	08/25/2003 10:20	5	
880076	Failed	9/15/2003	08/28/2003 6:30	08/28/2003 6:30	0	
880076	Failed	9/15/2003	09/15/2003 14:15	09/15/2003 14:25	10	
880076	Passed	Partial	11/10/2003	11/13/2003 13:56	11/13/2003 13:59	3
860034	Passed	Partial	11/10/2003	10/30/2003 11:05	10/30/2003 11:08	3
860034	No Action	12/8/2003				
Time in Minuets:					31	

Violation Details

Violation	Violation DT	Resolve DT	Location:
A-STORAGE			All yards
			Outside storage in all yards.
A-WEEDS	8/12/2003		All yards
			Overgrown vegetation in all yards.
A-STORAGE	8/12/2003		All yards, visible from street
			Outside storage in all yards
A-REFUSE/WST	8/12/2003		All yards
			Miscellaneous items
A-VEHICLE	8/22/2003		South side yard
			Junk vehicles (camper & Dodge p/u) full of t/d

Log

Type:	Date:	Employee:	Min:
MISC	2/2/2004 4:46:00 PM	L. GORDON	0
			MAILED CERTIFIED AND REGULAR LETTERS AND REPORT OF EXPENSES TO PROPERTY PROPERTY OWNER. 02-19 COUNCIL AGENDA
MISC	1/14/2004 11:46:00 AM	KATHY STEWART	0
			Sent Invoice (\$1,407) from ADS Consulting, Inc. to Finance for payment. Gave file to Jackie Gordon for Council.
INSP	1/12/2004 2:15:00 PM	KATHY STEWART	20
			CONT'D) access interior. **Open new CASE for these recent violations. I took new pictures for new file.

INSP	1/12/2004 2:15:00 PM	KATHY STEWART	20
24) Property was boarded to spec, vehicles & junk removed, completely abated. Post video done. *Someone (anonymous male) cut 3 trees down to stump & left trimmings all over yard. Also, the A/C unit has been pulled out of the east wall leaving an opening			
VIDPST	1/12/2004 2:15:00 PM	KATHY STEWART	20
24) Post Video completed.			
MISC	1/6/2004 2:15:00 PM	KATHY STEWART	0
Received Invoice (\$1,407) from ADS Consulting for completion of abatement. Sent After Abatement Video Request to Pam Hines.			
MISC	12/11/2003 1:20:00 PM	JESSICA LARRAMENDY	0
JL) RECORDED N&O AT CLARK COUNTY. BOOK: 20031211 INSTR: 01843.			
PHONE	12/4/2003 10:00:00 AM	KATHY STEWART	0
Lena w/ADS Consulting called with a start date of 12/5/03.			
BIDA	12/3/2003 2:45:00 PM	KATHY STEWART	0
Per David Semenza, Award to lowest bidder, ADS Consulting. Faxed Award letter to ADS Consulting. ADS will call with a start date.			
BIDR	12/3/2003 9:00:00 AM	KATHY STEWART	-50
Received bids from contractors (1) ADS Consulting - \$1,407; (2) K.O. Construction - \$1,769; (3) Weaver Construction - \$1,772; (4) CASA Enterprises - \$2,459.51; (5) C&W Enterprises - \$2,800.			
BIDS	11/24/2003 3:59:00 PM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bids due back 12/2/03.			
VIDPRE	11/20/2003 8:00:00 AM	KATHY STEWART	15
24) Pre-Video filed. Open rear door & broken side window. Motor home & truck remain abandoned on-site, tires 1/2 buried in the dirt. Minor litter around perimeter of yard & in driveway & around vehicles. Interior trashed. Get bids. Tape to DS.			
PHONE	11/13/2003 1:56:00 PM	ERIN HERNANDEZ	3
23 SPOKE TO HAZEL LATE OWNERS WIFE ON PHONE AND TOLD HER WE WERE GOING TO SEND A BID TO HAVE PROPERTY ABATED. SHE UNDERSTOOD RE-ABATEMENT			
INSP	11/13/2003 1:56:00 PM	ERIN HERNANDEZ	3
23)PARTIAL CLEAN, NOT MUCH, PHOTOS. VEH ON DIRT STRUCT OPEN IN REAR. PROCEED W/ABATEMENT. OWNER IS ELDERLY CAN NOT AFFORD TO CLEAN/BOARD UP. NO FEE HAZEL IS LATE OWNERS WIFE SPOKE ON PHONE AND TOLD HER GOING TO SEND BID AND ABATE SHE UNDERSTOOD. REABATE			
CONTCT	11/13/2003 1:56:00 PM	ERIN HERNANDEZ	2
owner Hazel Blake 457-0130			
MISC	11/3/2003 3:52:00 PM	KATHY STEWART	0
Received Certified letter back "returned to sender, attempted not known." Sent to C/E for filing.			
MISC	11/3/2003 2:22:00 PM	JESSICA LARRAMENDY	0
JL) ADJUSTED \$45 FEE - NO INDICATION THAT FEE WAS TO BE ASSESSED.			
INSP	11/3/2003 9:39:00 AM	ERIN HERNANDEZ	1
17) Posted Notice and Order yesterday No compliance, open C/B 11/10			
NOPOST	10/29/2003 2:09:00 AM	ERIN HERNANDEZ	0
17) 10/29 855-900 Posted Notice and Order			
MISC	10/28/2003 10:15:00 AM	KATHY STEWART	0
Received Certified letter back UNCLAIMED. Sent to C/E for filing.			
NOTICE	10/28/2003 9:00:00 AM	KATHY STEWART	24
Sent Notice & Order to Abate Dangerous Building letter to owner, Gary Stephen Blake. Post: 10/29. C/B 11/10. Sent file to #23			
NOREQ	10/24/2003 8:51:00 AM	VICTORIA ROSEMORE	0
16) SENT N & O TO OFFICE.			
CONTCT	10/24/2003 8:45:00 AM	VICTORIA ROSEMORE	0
24) HAZEL BLAKE LIVES AT 356 E. DESERT INN RD, #212, LV NV 89109.			
PHONE	10/20/2003	VICTORIA ROSEMORE	0
24) TELECON W/ HAZEL: SON GARY DIED AND SHE HAS BEEN UNABLE TO GET PROPERTY IN HER NAME; YET SHE STATES SHE TRIED TO HAVE IT BOARDED, HIRING SOMEONE TO DO IT, BUT THEY DIDN'T OBVIOUSLY.			
DIRECT	10/20/2003	VICTORIA ROSEMORE	0
24) PLEASE HAVE DANG BLDG N & O SENT & POSTED TO HAZEL AT 356 E. D.I. #212, 89109. INCLUDE VACATION ORDER OF VAGS/SQUATTERS.			

INSP	10/17/2003	VICTORIA ROSEMORE	0
24) WHO IS HAZEL? HER NAME ISN'T ON OWNERSHIP. WHERE IS GARY? DOES ANYONE LIVE ON-SITE? THIS HOUSE LOOKS LIKE IT'S BEEN TAKEN OVER BY VAGRANTS. IT'S TRASHED INSIDE, BROKEN WINDOWS, BOTH FRONT & REAR DOORS ARE WIDE OPEN.			
MISC	9/17/2003 12:02:00 PM	JESSICA LARRAMENDY	0
JL) ADJUSTED \$45 FEE - NO INDICATION THAT FEE WAS TO BE ASSESSED.			
INSP	9/15/2003 2:15:00 PM	MICHAEL WAKE	10
Proceed with abatement. Hazel is in her late 70s & in bad health. She has no way of abating property. Does not live on site.			
MISC	9/2/2003 5:20:00 PM	JESSICA LARRAMENDY	0
JL) Adjusted \$75 fee. No indication that fee was to be assessed at this time.			
NOTICE	9/2/2003 8:00:00 AM	LAURA DEARMOND	15
SENT N&O TO OWNER HAZEL BLAKE, CB 9-15			
NOREQ	8/28/2003 6:30:00 AM	MICHAEL WAKE	0
PREPARED N&O RE-OFFICE FOR TYPING & MAILING			
INSP	8/25/2003 10:15:00 AM	MICHAEL WAKE	5
No change. Spoke with Hazel Blake, she is in her 70's and has no help wants to know if we can help. Refer to #16.			
INSP	8/12/2003 12:26:00 PM	MICHAEL WAKE	10
Issued C/N, took photos. C/B 8/22.			
RESEAR	8/12/2003	MICHAEL WAKE	0

Time in minuets:

98

APN 162-01-310-068

Ref # - 2618

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: GARY STEPHEN BLAKE

(Reputed Owner(s)) at time of abatement.

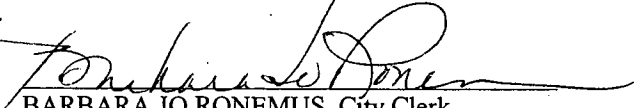
Assessor's Parcel No.: **162-01-310-068**
Commonly known as: **1611 EUCLID AVENUE**
Legal Description: **EASTWOOD TRACT #2**
PLAT BOOK 3 PAGE 84
LOT 1 BLOCK 4

On **December 29, 2003**, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$1,943.05** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **February 18, 2004**, ordered the above charges in the amount of **\$1,943.05**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

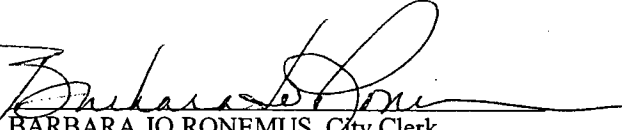
All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.


BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

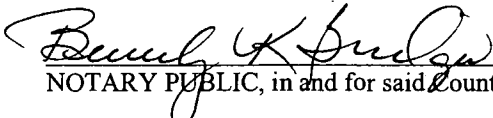
STATE OF NEVADA)

COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

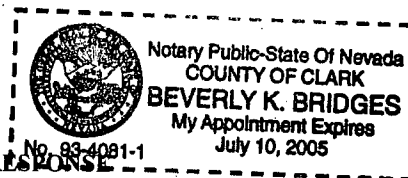

BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 23RD day of February, 2004


NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101



AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

PLANNING & DEVELOPMENT DEPARTMENT PM SESSION INDEX:

CONSENT AGENDA

EXTENSION OF TIME - SPECIAL USE PERMIT

- 70 **EOT-3538** - Sonoran Barbeque Nevada, Limited Liability Company on behalf of Restaurant Row, Limited Liability Company

DISCUSSION/ACTION ITEMS

DEVELOPMENT AGREEMENT

- 71 **ABEYANCE ITEM - DIR-3451** - Southwest Desert Equities, Limited Liability Company

REZONING RELATED TO DIR-3451 - PUBLIC HEARING

- 72 **ABEYANCE ITEM - ZON-3241** - Cliff's Edge, Limited Liability Company

SITE DEVELOPMENT PLAN REVIEW

- 73 **SDR-3201** - Tabernacle of Praise Church of God in Christ on behalf of The Bureau of Land Management

REVIEW OF CONDITION

- 74 **ROC-3757** - Applicant: Daisy Lee, Limited Liability Company - Owner: Florence Enterprises, Limited Liability Company

REVIEW OF CONDITION - PUBLIC HEARING

- 75 **ROC-3494** - KB Home on behalf of Iron Mountain Ranch Alliance, Limited Liability Company

SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING

- 76 **SDR-3502** - Nicholle Jones-Parker on behalf of Barbara Ann Hollier

MASTER SIGN PLAN - PUBLIC HEARING

- 77 **MSP-3493** - Precision Construction, Inc. on behalf of Coronado Bay Sahara, Limited Liability Company

MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING

- 78 **MSH-3453** - City of Las Vegas

City of Las Vegas

PLANNING & DEVELOPMENT - Page Two

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City Council Meeting of February 18, 2004

- 79 WAIVER OF TITLE 18 - PUBLIC HEARING
WVR-3430 - Concordia Homes
- 80 MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN - PUBLIC HEARING
MOD-3508 - RL Homes on behalf of Tony L. and Sheryl L. Dixon & Roberta Bradshaw
- 81 REZONING RELATED TO MOD-3508 - PUBLIC HEARING
ZON-3499 - RL Homes on behalf of Tony L. and Sheryl L. Dixon & Roberta Bradshaw
- 82 VARIANCE RELATED TO MOD-3508 AND ZON-3499 - PUBLIC HEARING
VAR-3510 - RL Homes on behalf of Tony L. and Sheryl L. Dixon & Roberta Bradshaw
- 83 SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3508, ZON-3499 AND VAR-3510 - PUBLIC HEARING
SDR-3501 - RL Homes on behalf of Tony L. and Sheryl L. Dixon & Roberta Bradshaw
- 84 VACATION RELATED TO MOD-3508, ZON-3499, VAR-3510 AND SDR-3501 - PUBLIC HEARING
VAC-3506 - RL Homes on behalf of Tony L. and Sheryl L. Dixon & Roberta Bradshaw
- 85 VACATION - PUBLIC HEARING
VAC-3433 - PH SSA, Limited Liability Company on behalf of The Schneider Family Trust
- 86 VARIANCE - PUBLIC HEARING
VAR-3480 - Shapin Allen Trust
- 87 **VAR-3488** - Astoria Homes on behalf of Astoria Northwest 40, Limited Liability Company
- 88 WAIVER TO TITLE 18 RELATED TO VAR-3488 - PUBLIC HEARING
WVR-3492 - Astoria Homes on behalf of Astoria Northwest 40, Limited Liability Company
- 89 SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3488 AND WVR-3492 - PUBLIC HEARING
SDR-3482 - Astoria Homes on behalf of Astoria Northwest 40, Limited Liability Company

City of Las Vegas

PLANNING & DEVELOPMENT - Page Three

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City Council Meeting of February 18, 2004

SPECIAL USE PERMIT - PUBLIC HEARING

- 90 SUP-3537 - AZ Imports, Inc. on behalf of Oryx Enterprises, Limited Liability Company
- 91 SUP-3432 - Ebenezer C.O.G.I.C.

SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3432 - PUBLIC HEARING

- 92 SDR-3431 - Ebenezer C.O.G.I.C.

SPECIAL USE PERMIT - PUBLIC HEARING

- 93 SUP-3479 - Lamar Outdoor Advertising on behalf of Newberg-Fiorello Development
- 94 SUP-3491 - Fiesta Homes on behalf of Gunay Sarihan and Razia Isani

SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3491 - PUBLIC HEARING

- 95 SDR-3496 - Fiesta Homes on behalf of Gunay Sarihan and Razia Isani

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 96 GPA-3497 - Carina Corporation on behalf of Tule Springs Plaza, Limited Liability Company
- 97 GPA-3539 - City of Las Vegas
- 98 GPA-3388 - Melanie Bittner, et al

REZONING RELATED TO GPA-3388 - PUBLIC HEARING

- 99 ZON-3474 - Melanie Bittner, et al

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 100 GPA-3418 - City of Las Vegas

REZONING RELATED TO GPA-3418 - PUBLIC HEARING

- 101 ZON-3420 - City of Las Vegas

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 102 GPA-3439 - Centennial Court, Limited Liability Company on behalf of Philip H. Davis

SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3439 - PUBLIC HEARING

- 103 SDR-3441 - Centennial Court, Limited Liability Company on behalf of Philip H. Davis

City of Las Vegas

PLANNING & DEVELOPMENT – Page Four

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City Council Meeting of February 18, 2004

- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 104 **GPA-3455** - Encore Commercial on behalf of the Church of Jesus Christ of Latter Day Saints
- REZONING RELATED TO GPA-3455 - PUBLIC HEARING
- 105 **ZON-3456** - Encore Commercial on behalf of the Church of Jesus Christ of Latter Day Saints
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3455 AND ZON-3456 - PUBLIC HEARING
- 106 **SDR-3457** - Encore Commercial on behalf of the Church of Jesus Christ of Latter Day Saints
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 107 **GPA-3459** - Rick Williams, et al on behalf of Craig/ Buffalo, Limited
- REZONING RELATED TO GPA-3459 - PUBLIC HEARING
- 108 **ZON-3461** - Rick Williams, et al on behalf of Craig/ Buffalo, Limited
- SPECIAL USE PERMIT RELATED TO GPA-3459 AND ZON-3461 - PUBLIC HEARING
- 109 **SUP-3463** - Rick Williams, et al on behalf of Craig/ Buffalo, Limited
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3459, ZON-3461 AND SUP-3463 - PUBLIC HEARING
- 110 **SDR-3462** - Rick Williams, et al on behalf of Craig/ Buffalo, Limited
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 111 **GPA-3469** - Canyon Ridge Christian Church
- REZONING RELATED TO GPA-3469 - PUBLIC HEARING
- 112 **ZON-3471** - Canyon Ridge Christian Church
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 113 **GPA-3470** - Juan J. Elias
- REZONING RELATED TO GPA-3470 - PUBLIC HEARING
- 114 **ZON-3473** - Juan J. Elias

City of Las Vegas

PLANNING & DEVELOPMENT - Page Five

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City Council Meeting of February 18, 2004

- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3470 AND ZON-3473 - PUBLIC HEARING
- 115 **SDR-3475** - Juan J. Elias
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 116 **GPA-3478** - Nevada Homes Group on behalf of Day Star Ventures, Limited Liability Company
- REZONING RELATED TO GPA-3478 - PUBLIC HEARING
- 117 **ZON-3481** - Nevada Homes Group on behalf of Day Star Ventures, Limited Liability Company
- VARIANCE RELATED TO GPA-3478 AND ZON-3481 - PUBLIC HEARING
- 118 **VAR-3487** - Nevada Homes Group on behalf of Day Star Ventures, Limited Liability Company
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3478, ZON-3481 AND VAR-3487 - PUBLIC HEARING
- 119 **SDR-3485** - Nevada Homes Group on behalf of Day Star Ventures, Limited Liability Company
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 120 **GPA-3495** - Robert A. Jankovics on behalf of Suzanne M. Galanos
- REZONING RELATED TO GPA-3495 - PUBLIC HEARING
- 121 **ZON-3498** - Robert A. Jankovics on behalf of Suzanne M. Galanos
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 122 **GPA-3507** - Lamb of God Lutheran Church
- REZONING RELATED TO GPA-3507 - PUBLIC HEARING
- 123 **ZON-3415** - Lamb of God Lutheran Church
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3507 AND ZON-3415 - PUBLIC HEARING
- 124 **SDR-3398** - Lamb of God Lutheran Church
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
- 125 **GPA-3512** - Daryl Driscoll on behalf of Bright Angel Church of Christ

City of Las Vegas

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City Council Meeting of February 18, 2004

- REZONING RELATED TO GPA-3512 - PUBLIC HEARING
126 **ZON-3472** - Daryl Driscoll on behalf of Bright Angel Church of Christ
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3512 AND ZON-3472 - PUBLIC HEARING
127 **SDR-3477** - Daryl Driscoll on behalf of Bright Angel Church of Christ
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
128 **GPA-3515** - SF Investments on behalf of Schnider Bover M&P Family Trust
- REZONING RELATED TO GPA-3515 - PUBLIC HEARING
129 **ZON-3520** - SF Investments on behalf of Schnider Bover M&P Family Trust
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3515 AND ZON-3520 - PUBLIC HEARING
130 **SDR-3521** - SF Investments on behalf of Schnider Bover M&P Family Trust
- GENERAL PLAN AMENDMENT - PUBLIC HEARING
131 **GPA-3516** - Richmond American Homes on behalf of Uptown, Limited Partnership
- SPECIAL USE PERMIT RELATED TO GPA-3516 - PUBLIC HEARING
132 **SUP-3518** - Richmond American Homes on behalf of Uptown, Limited Partnership
- SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3516 AND SUP-3518 - PUBLIC HEARING
133 **SDR-3519** - Richmond American Homes on behalf of Uptown, Limited Partnership

NOT TO BE HEARD BEFORE 4:00 PM

- REVIEW OF CONDITION - PUBLIC HEARING
134 **ROC-2671** - Gerald Garapich, A.I.A., Limited Liability Company on behalf of Grand Teton Lodge Land, Limited Liability Company
- GENERAL PLAN AMENDMENT RELATED TO ROC-2671 - PUBLIC HEARING
135 **GPA-3483** - Gerald Garapich, A.I.A., Limited Liability Company on behalf of Grand Teton Lodge Land, Limited Liability Company
- REZONING RELATED TO ROC-2671 AND GPA-3483 - PUBLIC HEARING
136 **ZON-3509** - Gerald Garapich, A.I.A., Limited Liability Company on behalf of Grand Teton Lodge Land, Limited Liability Company

City of Las Vegas

PLANNING & DEVELOPMENT - Page Seven

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City Council Meeting of February 18, 2004

NOT TO BE HEARD BEFORE 4:30 PM

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 137 **GPA-3484** - Ovation Development on behalf of Santa Fe Hotel, Inc.

REZONING RELATED TO GPA-3484 - PUBLIC HEARING

- 138 **ZON-3486** - Ovation Development on behalf of Santa Fe Hotel, Inc.

SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3484 AND ZON-3486 - PUBLIC HEARING

- 139 **SDR-3490** - Ovation Development on behalf of Santa Fe Hotel, Inc.

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒

CONSENT

☐

DISCUSSION

SUBJECT:

EXTENSION OF TIME - EOT-3538 - SONORAN BARBEQUE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF RESTAURANT ROW, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0018-97) FOR A SUPPER CLUB at 1951 North Rainbow Boulevard (APN: 138-22-713-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE – APPROVED subject to conditions – UNANIMOUS

MINUTES:

There was no discussion.

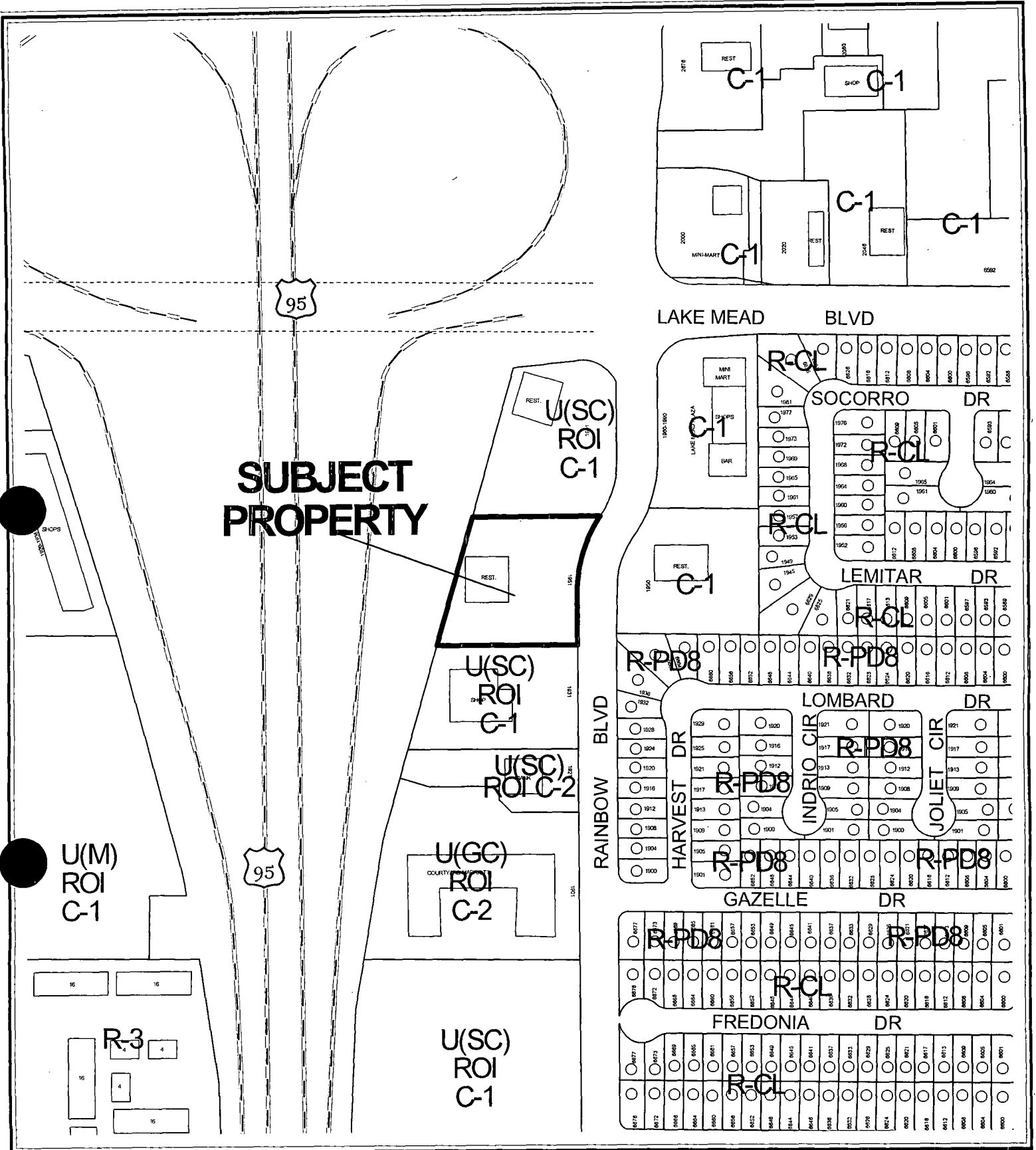
(1:30 – 1:31)

3-496

CONDITIONS:

Planning and Development

1. This Reinstatement and Extension of Time will expire on January 23, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Special Use Permit (U-0018-97) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.
3. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

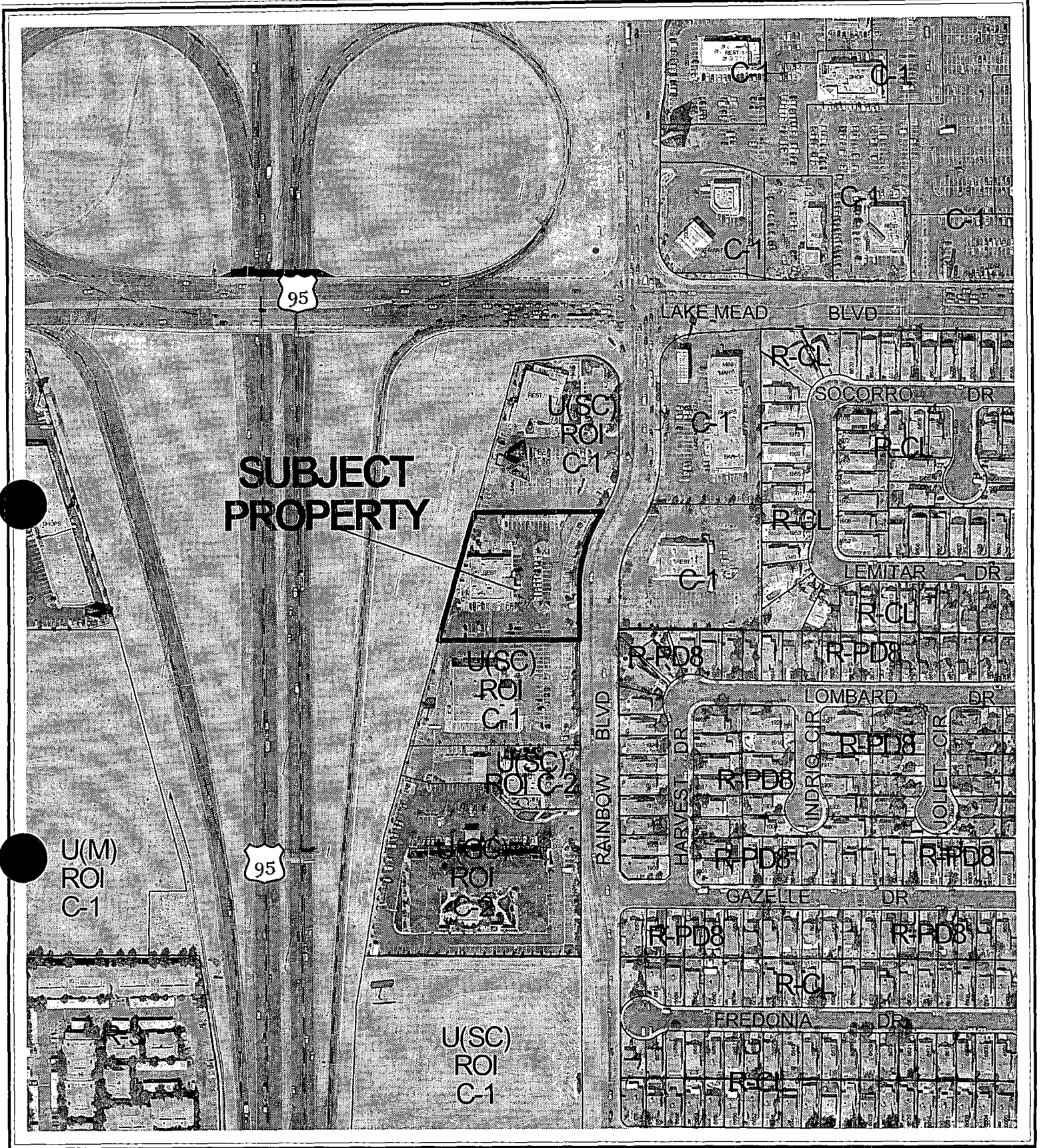


CASE: EOT-3538

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER
RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



CASE: EOT-3538

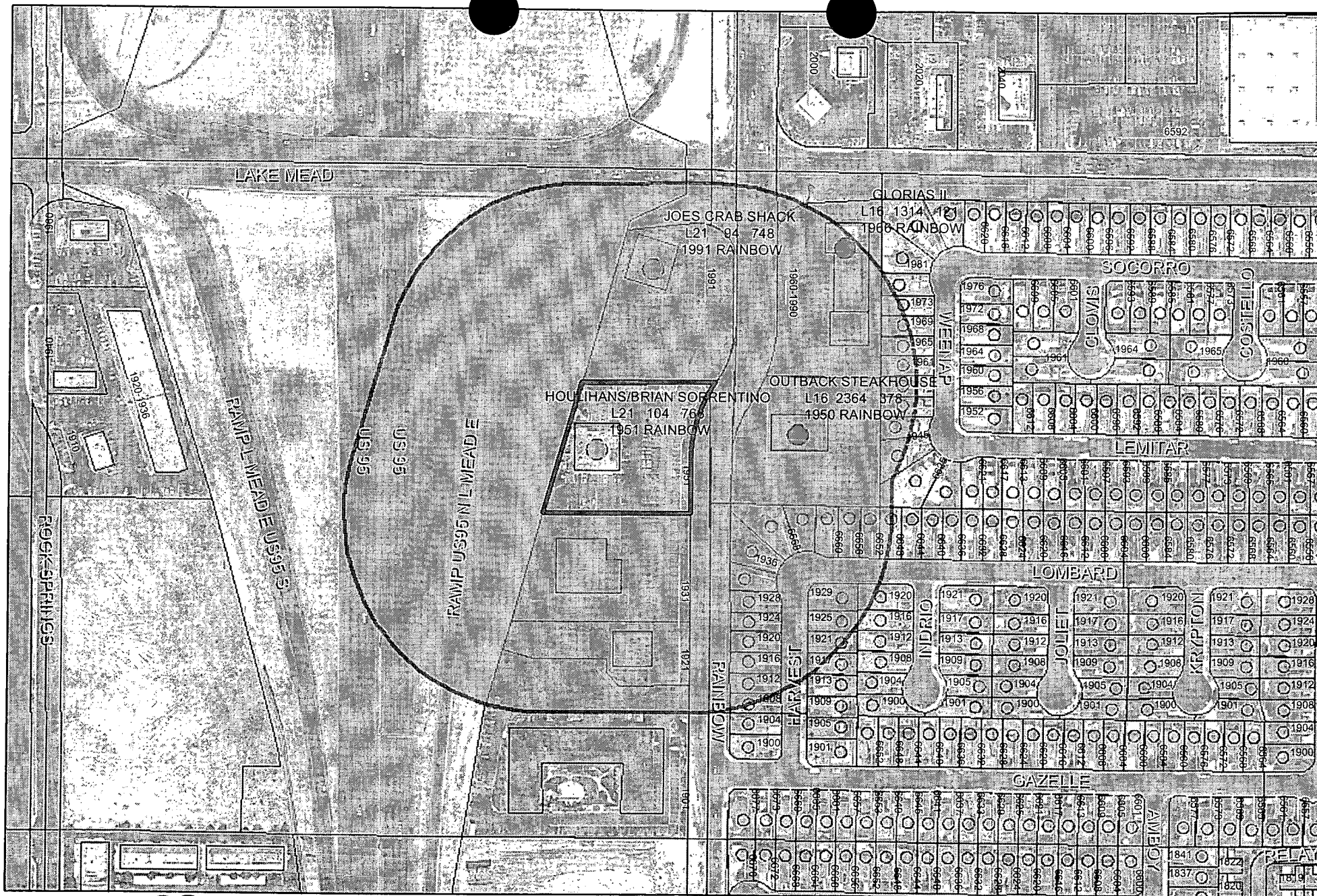
RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

0 200 400 Feet





EOT-3538

Protected Landuses

Business Licenses

Subject Property



AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-3538 - SONORAN BARBEQUE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF RESTAURANT ROW, LIMITED LIABILITY COMPANY

**** CONDITIONS ****

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Reinstatement and Extension of Time will expire on January 23, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Special Use Permit (U-0018-97) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.
3. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

The following is a request for an Extension of Time of an approved Special Use Permit (U-0018-97) for a supper club at 1951 North Rainbow Boulevard.

B) Applicant's Justification

The applicant explained that the purpose of the time extension is to allow for the transition of the business from the existing tenant (LVH Properties, Limited Liability Company) to a new tenant (Sonoran Barbeque Nevada, Limited Liability Company). The new tenant is completing their design process to remodel the restaurant and is applying for the necessary permits. However, they do not believe that it will be completed before the expiration of the original Special Use Permit because the original business had closed their door in September 2003, thus requiring an extension of time.

BACKGROUND INFORMATION

A) Previous Actions

04/28/97 The City Council approved the request for a Special Use Permit (U-0018-97) to allow a supper club at 1951 North Rainbow Boulevard. The Board of Zoning Adjustment and Staff had recommended approval.

01/22/04 The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #15/km).

B) Pre-Application Meeting

A Pre-Application Meeting is not required of an Extension of Time, nor was one held.

C) Neighborhood Meetings

A Neighborhood Meeting is not required of this Extension of Time, nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres:	1.61
Net Acres:	1.60

B) Existing Land Use

Subject Property: Service Commercial (restaurant)
North: Service Commercial (restaurant)
South: Service Commercial (restaurant)
East: Service Commercial (Outback Steakhouse)
West: Right of Way (Highway 95)

C) Planned Land Use

Subject Property: SC (Service Commercial)
North: SC (Service Commercial)
South: SC (Service Commercial)
East: SC (Service Commercial)
West: ROW (Right of Way)

D) Existing Zoning

Subject Property: U(SC) [Undeveloped (Service Commercial)]
North: U(SC) [Undeveloped (Service Commercial)]
South: U(SC) [Undeveloped (Service Commercial)]
East: C-1 (Limited Commercial)
West: ROW (Right of Way)

E) General Plan Compliance

This site is designated SC (Service Commercial) on the Centennial Hills Interlocal Land Use Plan of the General Plan. The SC (Medium-Low Attached Density Residential) designation allows low to medium intensity retail, office or other commercial uses that serve primarily local area patrons and do not include more intense general commercial characteristics. The proposed restaurant is consistent with the SC (Service Commercial) General Plan Designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

This project is not within any special area plans, overlay districts or study areas that affect the subject site, nor is it adjacent to any of the trails within the City of Las Vegas Interlocal Joint Use Planning Area Trails Plan.

ANALYSIS

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	GFA	Required			Provided	
		Ratio	Parking		Parking	
			Regular	Handicap	Regular	Handicap
Proposed Restaurant	7,453 SF.	1/50 GFA	150	5	113	6
Entire Restaurant Row						
Joe's Crab Shack	7,727 SF	1/50 GFA	155	6	115	5
Discount Tire Co.	12,806 SF	1/250 GFA	51	3	87	3
Nevada State Bank	5,170 SF	1/200 GFA	26	2	44	3
Total Restaurant Row	33,614 SF		382	16	359	17

Although the project does not meet the required parking standards, it is part of a commercial subdivision where two adjacent uses exceed the amount of required parking spaces. At the time of the original application, staff was concerned about the shortage in parking spaces. For this reason, the commercial subdivision decided to change one of the subdivision uses to one that would require less parking and free up additional parking for the two restaurants within the entire subdivision.

A2) Minimum Distance Separation Requirements

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Provided
Supper Club	Use shall not be located within 400 feet of any church, synagogue, school, childcare facility licensed for more than twelve children or City Park.	Y

There is no church, synagogue, school, childcare facility licensed for more than twelve children, or City Park within the 400 foot required distance separation.

B) General Analysis and Discussion

- Zoning

The use of a Supper Club is allowable in the C-1 (Limited Commercial) district when accompanied by a Special Use Permit. The proposed restaurant will be a compatible use within this commercial district.

With closure of the original business the standard condition about the duration of the Extension of Time will have a deadline based on the date this request was approved by the Planning Commission.

- Use

The proposed use meets all criteria for a "Supper Club" as defined in Section 6.50.020 of the Municipal Code. "Supper Club" means a restaurant and bar operation where the seating will accommodate 100 or more persons for full-course meals, wherein the bar is separated from the restaurant area by a barrier, which is sufficient to prevent access by minors, and where food service is the businesses primary focus. Also, the use is in compliance with Section 19.90.085 of the Municipal Code, there are no schools, synagogues, child-care facilities, churches or City Parks within 400 feet of this proposed use. The Supper Club location is appropriate considering that the use is located in a developing commercial corridor. The use is compatible with the commercial center and the surrounding area.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

This use will be conducted in a manner compatible with surrounding land uses and with the possible future uses designated by the General Plan. The extension is therefore appropriate.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

Because the continued use will not be altering the site physically, it will remain suitable for this site.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

The continued use will not change the impact or flow of the traffic along the streets and highway adjacent to this site.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

The extended use of this supper club will be subject to regular City inspections for licensing and will therefore not compromise the public health, safety, and welfare.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



ALTA / ACSM LAND TITLE SURVEY 1951 N. RAINBOW BOULEVARD

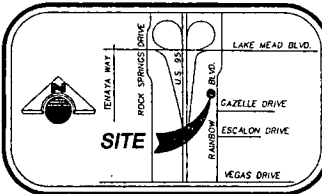
LOT 2 AS SHOWN IN FILE 89, PAGE 57 OF SURVEYS, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 80 EAST, M.O.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

TITLE REPORT NOTE

THIS ALTA/ACSM LAND TITLE SURVEY IS BASED ON A TITLE REPORT PREPARED BY LAWYERS' TITLE OF NEVADA, ORDER NO. 03081439M, DATED SEPTEMBER 11, 2003. HORIZON SURVEYS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE COMPLETENESS OR ACCURACY OF THE ABOVE MENTIONED REPORT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH AND IS SUBJECT TO THE EXCLUSIONS, RESTRICTIONS AND EXCEPTIONS LISTED IN THE REFERENCES AND DESCRIBED IN SAID PRELIMINARY TITLE REPORT.

EXCEPTIONS

- (5) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- (6) RESERVATIONS IN THE PATENT FROM THE STATE OF NEVADA RECORDED APRIL 9, 1927 IN BOOK 12 OF DEEDS, PAGE 202 AS DOCUMENT NO. 25949, OFFICIAL RECORDS, CLARK COUNTY, NEVADA. (BLANKET IN NATURE)
- (7) RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA RECORDED NOVEMBER 22, 1984 AS DOCUMENT NO. 466709 IN BOOK 580, OFFICIAL RECORDS, CLARK COUNTY, NEVADA. (BLANKET IN NATURE)
- (8) MATTERS CONTAINED IN THE DEDICATION STATEMENT OR ELSEWHERE ON THE TRACT OR PARCEL MAP SHOWN BELOW, WHICH AMONG OTHER THINGS PROVIDES:
TRACT / PARCEL MAP: FINAL MAP OF RESTAURANT ROW IN BOOK 78 OF PLATS, PAGE 93
PROVISIONS: EASEMENTS FOR PUBLIC UTILITIES INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
GRANTS TO NEVADA POWER COMPANY, SPRINT TELEPHONE COMPANY, JOINTLY AND SEVERALLY, SOUTHWEST GAS CORPORATION, LAS VEGAS VALLEY WATER DISTRICT, COMMUNITY CABLE AND THEIR SUCCESSORS AND ASSIGNS.
A) ALL AREAS NOT OCCUPIED BY ANY BUILDING STRUCTURES FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND FINAL REMOVAL OF TELEPHONE, POWER, GAS, WATER AND CABLE TELEVISION LINES, ABOVE GROUND TRANSFORMER AND TELEPHONE EQUIPMENT PADS, STREET LIGHTS, FIRE HYDRANTS AND APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THEREIN.
B) GRANTS TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A FIVE (5) FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS OR COMMON AREAS ADJACENT TO PUBLIC STREETS FOR PURPOSES OF PLACING PUBLIC FIRE HYDRANTS AND PUBLIC STREETLIGHTS AND AN ADDITIONAL EASEMENT OF UP TO TWO (2) FEET IN RADIUS FROM EACH FIRE HYDRANT AND STREETLIGHT, TO EXTEND BEYOND THE FIVE (5) FOOT EASEMENT IF NECESSARY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM THESE EASEMENTS.
THE EFFECT OF THE FOLLOWING RECORD OF SURVEY:
FILE NO.: 89 PAGE 57
RECORDED: JUNE 11, 1997 BOOK 970611, DDC/INST. 00775 OF OFFICIAL RECORDS.
(9) AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN DOCUMENT:
GRANTED TO: NEVADA POWER COMPANY
PURPOSE: POWER LINES
RECORDED: JULY 9, 1997 BOOK 970708, DDC/INST. NO. 01417 OF OFFICIAL RECORDS.
AFFECTS: A PERMANENT EASEMENT, AS SET FORTH HEREINAFTER, OVER PRIVATE STREETS AND ALL AREAS NOT OCCUPIED BY ANY BUILDING STRUCTURE ACROSS SAID LAND.
(10) AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
GRANTED TO: LAS VEGAS VALLEY WATER DISTRICT
PURPOSE: PIPELINES FOR CONDUCTING WATER
RECORDED: AUGUST 25, 1997 BOOK 970825, DDC/INST. NO. 00559 OF OFFICIAL RECORDS.
AFFECTS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 22, SOUTH 00°50'00" EAST 1138.27 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 89°54'10" WEST, 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RAINBOW BOULEVARD AND THE POINT OF BEGINNING OF THE PARCEL LAND TO BE DESCRIBED HEREIN.
THENCE FROM SAID POINT OF BEGINNING, SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°50'00" EAST, 40.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 89°54'10" WEST, 20.00 FEET; THENCE NORTH 00°50'00" WEST, 40.00 FEET; THENCE NORTH 89°54'10" EAST, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINS 800 SQUARE FEET.
(12) THE TERMS, COVENANTS AND PROVISIONS OF THAT CERTAIN "NO BUILD EASEMENT" EXECUTED BY RESTAURANT ROW, LLC, A NEVADA LIMITED LIABILITY COMPANY, RECORDED SEPTEMBER 17, 1997 IN BOOK 979817 AS DOCUMENT NO. 00009, OF OFFICIAL RECORDS, AND THE EFFECT AND FAILURE TO COMPLY WITH THE SAME. (DOES NOT AFFECT SUBJECT PARCEL)
- (13) THE TERMS, COVENANTS AND PROVISIONS OF THAT CERTAIN GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS EXECUTED BY RESTAURANT ROW, LLC, A NEVADA LIMITED LIABILITY COMPANY, RECORDED JANUARY 27, 1998 IN BOOK 980127 AS DOCUMENT NO. 01981, OF OFFICIAL RECORDS, AND THE EFFECT AND FAILURE TO COMPLY WITH THE SAME. (BLANKET IN NATURE)
- (14) THE TERMS, COVENANTS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT AND THE EFFECT OF ANY FAILURE TO COMPLY WITH THE SAME.
BETWEEN: RESTAURANT ROW, LLC, A NEVADA LIMITED LIABILITY COMPANY (RESTAURANT ROW) AND COUNTRYHAWK MANAGEMENT CORP., A DELAWARE CORPORATION (COUNTRYHAWK)
RECORDED: FEBRUARY 12, 1998 BOOK 980212, DDC/INST. NO. 01100 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- (15) COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM ANY RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DOCUMENT:
RECORDED: FEBRUARY 12, 1998 BOOK 980212, DDC/INST. NO. 01101 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- (22) THE TERMS, COVENANTS AND PROVISIONS OF THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT AND THE EFFECT OF ANY FAILURE TO COMPLY WITH SAME.
BETWEEN: RESTAURANT ROW, LLC, A NEVADA LIMITED LIABILITY COMPANY AND LHM PROPERTIES, L.L.C., A NEVADA LIMITED LIABILITY COMPANY
RECORDED: OCTOBER 22, 1998 BOOK 981022, DDC/INST. NO. 04932 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- (24) THE TERMS, COVENANTS AND PROVISIONS OF THAT CERTAIN GROUND LEASE ESTOPPEL AND THE EFFECT OF ANY FAILURE TO COMPLY WITH THE SAME.
BETWEEN: RESTAURANT ROW, LLC, A NEVADA LIMITED LIABILITY COMPANY AND PCCA ACQUISITION CORPORATION, A DELAWARE CORPORATION
RECORDED: NOVEMBER 18, 1998 BOOK 981118, DDC/INST. NO. 01539 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- (25) AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
GRANTED TO: CITY OF LAS VEGAS
PURPOSE: BUS STOP PADS
RECORDED: FEBRUARY 21, 2002 BOOK 20020221, DDC/INST. NO. 01925 OF OFFICIAL RECORDS. (AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON)



VICINITY MAP
N.T.S.

ZONING

CLARK COUNTY ZONING - UNDEVELOPED/SERVICE COMMERCIAL (U/SC)

RESOLUTION OF INTENT - APP. NO. 7-0084-96
APPROVED ZONING: C-1
EXP. DATE: 9-18-97

MIN. LOT WIDTH: 100 FEET
MIN. FRONT YARD SETBACK: 20 FEET
MIN. SIDE YARD SETBACK: 10 FEET
MIN. CORNER SIDE YARD SETBACK: 15 FEET
MIN. REAR YARD SETBACK: 20 FEET
MAX. LOT COVERAGE: 50%
MAX. BUILDING HEIGHT: NONE

BUILDING SETBACK NOTE

BUILDING SETBACK LINES AS GRAPHICALLY SHOWN HEREON WERE BASED UPON THE CERTIFYING SURVEYOR'S INTERPRETATION OF THE CLARK COUNTY ZONING FOR THIS PARCEL. THESE REQUIREMENTS ARE SHOWN ON THE TABULATION LISTED ABOVE. HORIZON SURVEYS AND THE CERTIFYING SURVEYOR ASSUME NO RESPONSIBILITY FOR THE PROPER PLACEMENT OF THE BUILDING SETBACK LINES (WHETHER FRONT, INTERIOR SIDE, CORNER SIDE (ADJ. OR NEAR SETBACK), PROPER DETERMINATION OF THE SETBACKS IS A FUNCTION OF THE CLARK COUNTY ZONING DEPARTMENT.

LEGAL DESCRIPTION

PARCEL 1:

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22, TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, ALL IN TOWNSHIP 20 SOUTH, RANGE 80 EAST, M.O.M., CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 80 EAST, M.O.M.; THENCE SOUTH 00°50'00" EAST ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 110.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 257.81°; A RADIUS OF 75.00 FEET AND HAVING AT SAID POINT A RADIAL LINE WHICH BEARS NORTH 10°12'37" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 331.12 FEET; THENCE SOUTH 84°04'36" WEST, A DISTANCE OF 137.59 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 95; THENCE SOUTH 15°57'54" WEST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, A DISTANCE OF 318.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'10" EAST, A DISTANCE OF 208.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RAINBOW BLVD.; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 323.40° AND HAVING AT SAID POINT A RADIAL LINE WHICH BEARS NORTH 58°31'30" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 169.22 FEET (159.92 MEASURED); THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 05°10'00" EAST (SOUTH 00°50'00" EAST - MEASURED) A DISTANCE OF 103.65 FEET; THENCE SOUTH 89°54'10" WEST, A DISTANCE OF 291.70 FEET TO SAID EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 95; THENCE NORTH 15°57'54" (EAST), ALONG SAID EASTERN RIGHT-OF-WAY LINE, A DISTANCE OF 274.74 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SET FORTH IN A CERTAIN DOCUMENT ENTITLED GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RECORDED JANUARY 27, 1998 IN BOOK 980127 AS DOCUMENT NO. 01981 OF OFFICIAL RECORDS.

BASIS OF BEARING

SOUTH 00°50'00" EAST, BEING THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 80 EAST, M.O.M., AS SHOWN IN BOOK 78, PAGE 93 OF PLATS, ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

SURVEYOR'S CERTIFICATE

TO: GE CAPITAL FRANCHISE FINANCE CORPORATION, A DELAWARE CORPORATION AND ITS SUCCESSORS AND ASSIGNS, LAWYERS' TITLE COMPANY AND SOKORIAN BARBECUE NEVADA, L.L.C., DBA FANCIUS DAVE'S.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT OF SURVEY (THIS SURVEY MAP) OF REAL PROPERTY ("PROPERTY") SPECIFICALLY DESCRIBED IN LAWYERS' TITLE OF NEVADA TITLE COMMITMENT NO. 03081439M DATED SEPTEMBER 11, 2003 (THE "TITLE COMMITMENT") (1) IS BASED ON A FIELD SURVEY MADE ON OCTOBER 3, 2003 BY ME OR DIRECTLY UNDER MY SUPERVISION IN ACCORDANCE WITH THE MOST RECENTLY ADOPTED MINIMUM STANDARD DETAIL REQUIREMENTS AND CLASSIFICATIONS FOR ALTA/ACSM LAND TITLE SURVEYS, ITEMS 2.1.4.5.6, 7(6), 7(6), 7(6), 8.9.10.11(6) AND 13 THROUGH 18 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION; UNDETERMINED FURTHER CERTIFIES THAT THE PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OBTAINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS" (2) WAS PREPARED IN ACCORDANCE WITH AND INCLUDES ALL ITEMS AND DIMENSIONS REQUIRED BY THE DOCUMENT TITLED "SURVEY REQUIREMENTS FOR GE CAPITAL FRANCHISE FINANCE CORPORATION, A DELAWARE CORPORATION DATED AUGUST 3, 2001, AND (3) TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

(6) THIS SURVEY MAP CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

(7) THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES OF THE PROPERTY AS SHOWN ON THIS SURVEY MAP AND AS DESCRIBED IN THE LEGAL DESCRIPTION PRESENTED IN THE TITLE COMMITMENT. (EXCEPT FOR MINOR CORRECTIONS - SEE BOLD TYPE IN LEGAL DESCRIPTION)

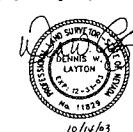
(8) THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICALLY CLOSED FIGURE WITHIN +/- 0.1 FOOT.

(9) THE BOUNDARY LINES OF THE PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAY AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD; AND

(10) EXCEPT AS OTHERWISE NOTED BELOW, IF THE PROPERTY CONSISTS OF TWO OR MORE PARCELS, THERE ARE NO CAMPS OR CORNERS BETWEEN SAID PARCELS.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE PARTIES TO WHOM THIS CERTIFICATION IS ADDRESSED WILL BE RELYING UPON THIS SURVEY FOR ACCURACY WITH RESPECT TO THE PROPERTY.

BY: *Denise W. Layton*
DENISE W. LAYTON



REGISTRATION NO.: 11829
WITHIN THE STATE OF: NEVADA

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY DESCRIBED IN LAWYERS' TITLE OF NEVADA TITLE COMMITMENT NO. 03081439M DATED SEPTEMBER 11, 2003.

FLOOD ZONE

FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 32003C2155 E, EFFECTIVE SEPTEMBER 27, 2002 INDICATED THAT THE SUBJECT SITE LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

UTILITIES

ANY BURIED UTILITIES OR PIPELINES ARE AS SHOWN PER SURFACE EVIDENCE AND OTHER SOURCES. HORIZON SURVEYS AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.

MAP REFERENCES

FILE 89, PAGE 57 OF SURVEYS
BOOK 78, PAGE 93 OF PLATS

PARKING COUNT

THERE ARE 89 PARKING SPACES THAT LIE ENTIRELY WITHIN THE PROPERTY, 4 OF WHICH ARE HANDICAPPED.

MONUMENTATION NOTE

ALL MONUMENTS USED FOR BOUNDARY DETERMINATION ARE SHOWN HEREON, PER CLIENT REQUEST, THE PLACEMENT OF PROPERTY CORNER MONUMENTATION WAS NOT PERFORMED. NEVADA REVISED STATUTES REQUIRE THE FILING OF A RECORD OF SURVEY MAP IF NEW MONUMENTS ARE SET.

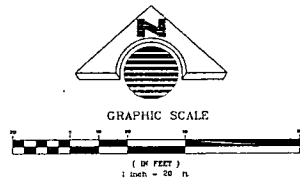
GE CAPITAL PROPERTY NUMBER:

ALTA / ACSM LAND TITLE SURVEY		FHA ARCHITECTS		1951 N. RAINBOW BOULEVARD	
HORIZON SURVEYS		1000 S. MAIN STREET, SUITE 200		LAS VEGAS, NEVADA 89101	
PHONE (702) 259-2800		FAX (702) 259-2800		WWW.HORIZONSURVEYS.COM	
CITY OF LAS VEGAS	CLARK COUNTY	NEVADA			
DATE	10/10/03	BY	JCC		
DATE	10/10/03	BY	JCC		
SHEET	1 OF 2				

EOT-3538
1-22-04 PC

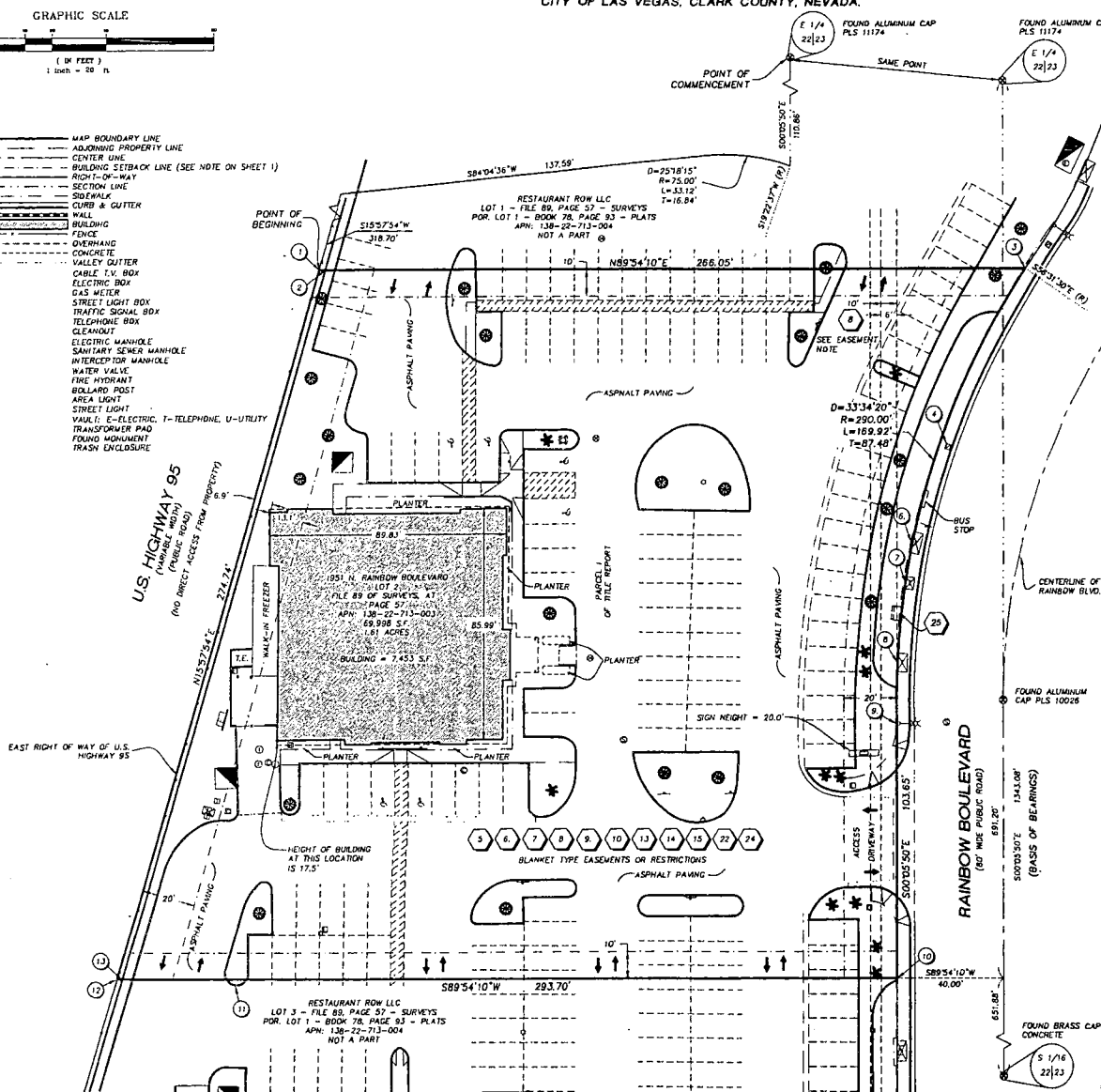
ALTA / ACSM LAND TITLE SURVEY 1951 N. RAINBOW BOULEVARD

BEING ALL OF LOT 2 AS SHOWN IN FILE 89, PAGE 57 OF SURVEYS, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 80 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



LEGEND

- MAP BOUNDARY LINE
- ADJOINING PROPERTY LINE
- CENTER LINE
- BUILDING SETBACK LINE (SEE NOTE ON SHEET 1)
- RIGHT-OF-WAY
- SECTION LINE
- SIDEWALK
- CURB & GUTTER
- WALL
- BUILDING
- FENCE
- OVERHAND
- CONCRETE
- VALECY GUTTER
- CABLE T.V. BOX
- ELECTRIC BOX
- GAS METER
- STREET LIGHT BOX
- TRAFFIC SIGNAL BOX
- TELEPHONE BOX
- CLEANOUT
- ELECTRIC MANHOLE
- SANITARY SEWER MANHOLE
- INTERCEPTOR MANHOLE
- WATER VAULT
- FIRE HYDRANT
- BOLLARD POST
- AREA LIGHT
- STREET LIGHT
- VAULT: E-ELECTRIC, T-TELEPHONE, U-UTILITY
- TRANSFORMER PAD
- FOUND MONUMENT
- RASH ENCLOSURE



EASEMENT NOTE:

THE FINAL MAP FOR RESTAURANT ROW (TITLE REPORT EXCEPTION NO. 8) SHOWS A 10 FOOT WIDE L.V.V.M.D. EASEMENT RECORDED IN BOOK 500925, DOC. 012500 SEPTEMBER 20, 1990 AS WELL AS A 6 FOOT WIDE KEY POWER & CENEL EASEMENT RECORDED IN BOOK 590, DOC. 549280, JANUARY 28, 1976. THESE TWO SEPARATE EASEMENTS WERE NOT CONTAINED IN THE PROVIDED TITLE REPORT AND ARE SHOWN HEREON PER THE GRAPHICAL INFORMATION AS SHOWN ON SAID FINAL MAP. HORIZON SURVEYS AND THE CERTIFYING SURVEYOR ASSUME NO RESPONSIBILITY AS TO THE ACTUAL EXISTENCE OR NON-EXISTENCE OF THESE EASEMENTS.

ENCROACHMENT NOTE

THERE APPEARS TO BE A BUILDING SETBACK ENCROACHMENT OF THE EXISTING BUILDING WITH THE REAR PROPERTY LINE OF THE SUBJECT PARCEL. SETBACKS ARE SHOWN HEREON PER THE REQUIREMENTS OF THE RESOLUTION OF INTENT LISTED ON SHEET 1 OF 2.

LOCATION NOTES

- 1 CHAIN LINK FENCE IS 0.1' EAST OF NORTHWEST ANGLE POINT OF PROPERTY LINE.
- 2 WEST FACE OF BLOCK WALL IS 2.1' EAST OF PROPERTY LINE.
- 3 BACK OF SIDEWALK IS 0.8' WEST OF NORTHWEST ANGLE POINT OF PROPERTY LINE.
- 4 CENTER OF TRAFFIC SIGNAL BOX IS 3.4' EAST OF PROPERTY LINE.
- 5 WEST FACE OF BUS STOP BENCH IS 0.5' WEST OF PROPERTY LINE.
- 6 WEST FACE OF ELECTRIC VAULT IS 0.8' WEST OF PROPERTY LINE.
- 7 WEST FACE OF TELEPHONE VAULT IS 0.3' EAST OF PROPERTY LINE.
- 8 WEST FACE OF TELEPHONE VAULT IS 0.2' WEST OF PROPERTY LINE.
- 9 CENTER OF STREET LIGHT IS 0.6' EAST OF PROPERTY LINE.
- 10 BACK OF SIDEWALK IS 0.4' WEST OF SOUTHEAST ANGLE POINT OF PROPERTY LINE.
- 11 FACE OF CURB IS 2.3' SOUTH OF PROPERTY LINE.
- 12 CHAIN LINK FENCE IS 0.2' EAST OF SOUTHWEST ANGLE POINT OF PROPERTY LINE.
- 13 WEST FACE OF BLOCK WALL IS 1.7' EAST OF PROPERTY LINE.

GE CAPITAL PROPERTY NUMBER:

ALTA / ACSM LAND TITLE SURVEY
FHA ARCHITECTS
1951 N. RAINBOW BOULEVARD
CLARK COUNTY, NEVADA

HORIZON SURVEYS
1800 CONVENT DRIVE, SUITE 800
LAS VEGAS, NEVADA 89102
PHONE (702) 258-0000
FAX (702) 258-0077
WWW.HORIZONSURVEYS.COM

DRAWN BY: HORIZON SURVEYS
DATE: 06/03
JOB NUMBER: 1951 N. RAINBOW BOULEVARD
SHEET 4 OF 4

EOT-3538
1-22-04 PC



HARLAN R. FAUST
1034 W. STREET - SUITE 102
OMAHA, NE 68127-2805
402.925.0478
402.925.0541 FAX

¹ Parody / in *id.* press. These documents have prepared by me or under the direct supervision and responsible charge, I am a duly licensed Attorney, under of the laws of the state of Maryland, License number 3A19.

PROJECT:

Restaurant Row
1951 Rainbow Boulevard
Las Vegas, Nevada 89108-2798

Project no:	070303
Date:	November 24, 2003
Revision:	

SKILL I
EXTERIOR ELEVATIONS

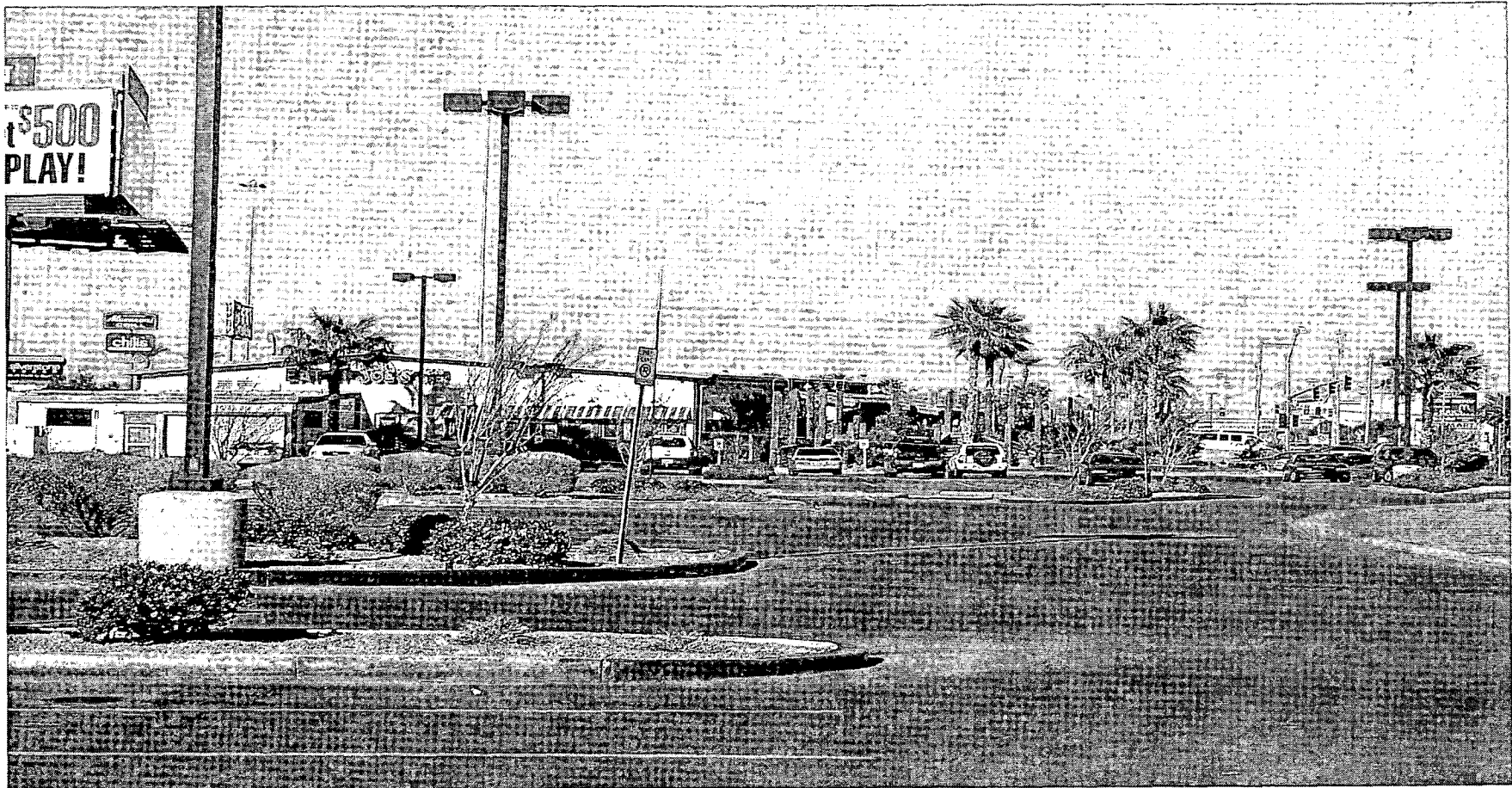
A6.2

EOT-3538
1-22-04 PC



EOT-3538 - SONORAN BARBEQUE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF
RESTAURANT ROW, LIMITED LIABILITY COMPANY
1951 NORTH RAINBOW BOULEVARD
JANUARY 22, 2004 PLANNING COMMISSION

1/8/04



EOT-3538 - SONORAN BARBEQUE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF
RESTAURANT ROW, LIMITED LIABILITY COMPANY
1951 NORTH RAINBOW BOULEVARD
JANUARY 22, 2004 PLANNING COMMISSION

1/8/04

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: FEBRUARY 18, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☐

CONSENT

☒

DISCUSSION

SUBJECT:

ABEYANCE ITEM - DEVELOPMENT AGREEMENT - **DIR-3451 - SOUTHWEST DESERT EQUITIES, LIMITED LIABILITY COMPANY** - Request for a Development Agreement for the Cliff's Edge Development on approximately 1,150 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road (APN: Multiple), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location Map – Not Applicable
2. Conditions For This Application – Not Applicable
3. Staff Report
4. Development Agreement between the City of Las Vegas and Cliff's Edge, LLC
5. Submitted at Council meeting – Revised Development Agreement

MOTION:

MACK – APPROVED – UNANIMOUS

MINUTES:

ATTORNEY MARK FIORENTINO, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway, appeared on behalf of the applicant and presented a development agreement for the Cliff's Edge Master Planned Community. He pointed out that some minor changes have been made since the Planning Commission meeting. The changes were made primarily at the request of the Public Works Department and have been reviewed by the City Attorney.

COUNCILMAN BROWN, referring to the Parks and Trails, Section 6.1 and Exhibit E, Maintenance Plan, asked who is responsible for maintaining the parks and trails. ATTORNEY FIORENTINO replied that it depends on the level of amenity. The parks and the regional trail,

CITY COUNCIL MEETING OF FEBRUARY 18, 2004
Planning and Development Department
Item 71 – DIR-3451

MINUTES – Continued:

being built as a portion of this project, and the larger trail on the parkway loop, will ultimately be dedicated to the City for the City to maintain. The developer, through a homeowners association, will maintain the pocket parks within the subdivision and the landscaping. He verified for COUNCILMAN BROWN that the earlier reference dedicating the pocket parks to the City was an error and was corrected after the Planning Commission meeting.

COUNCILMAN BROWN commented that the City is moving away from the landscaped trail situation and its long-term maintenance impact on City staff. Since the pocket parks are the responsibility of the owners, he asked that when the development agreement is finally adopted as an ordinance, that LARRY HAUGSNESS, Director of Field Operations, and his maintenance staff understand what is agreed upon and the potential fiscal impact on that department over the next five to ten years.

Under Section 4.11, Subsection B, Development of Non-Owner Parcels, on Page 13, COUNCILMAN BROWN questioned whether compatibility and approval for the out parcels would ultimately be made by the City or that the owner will assume some kind of authority to approve. ATTORNEY FIORENTINO replied that the development agreement involves a very large and detailed set of design criteria to govern the entire project. It is in the best interest of the applicant, the people who live in the area and the City that development be consistent with these design guidelines. Once it has been reviewed to see if it conforms to the standards or not, the application goes through the regular public hearing process with the City Council making the decision. COUNCILMAN BROWN verified with ATTORNEY FIORENTINO that the overall residential density is slightly less than eight units per acre.

TODD FARLOW, 240 North 19th Street, stated his belief that the trails be maintained by the City and expressed concern with funding to maintain them.

COUNCILMAN MACK thanked ATTORNEY FIORENTINO for working closely with the adjacent residents and City staff. ATTORNEY FIORENTINO commended staff for the effort and numerous hours they put into the design guidelines and the development agreement.

(1:31 – 1:40)

3-506

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE ITEM - DIR-3451 - SOUTHWEST DESERT
EQUITIES, LIMITED LIABILITY COMPANY**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE FEBRUARY 4, 2004 MEETING AT
STAFF'S REQUEST.***

**** CONDITIONS ****

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

**** STAFF REPORT ****

APPLICATION REQUEST

Discussion and possible action to approve a Development Agreement between the City of Las Vegas and Cliff's Edge, Limited Liability Company, for the Cliff's Edge Master Planned Community.

This Development Agreement will provide for the phasing, regulation and maintenance of development and infrastructure (including parks and trails, water, sanitation, flood control and transportation) within the Cliff's Edge community, and will outline the roles and responsibilities of the City and the master developer in the development of this community.

BACKGROUND INFORMATION

Previous Actions

- 02/06/02 The City Council approved an annexation (A-0026-01) of 95 acres in the northern portion of the Master Plan area, south of Grand Teton Drive. While these lands form part of the Master Plan area, they are not part of this Rezoning request. The Planning Commission recommended approval on 05/10/01. The effective date of this annexation was 02/15/02. Staff had recommended approval of this application.
- 02/06/02 The City Council approved an annexation (A-0028-01) of 10 acres in the northern portion of the Master Plan area, south of Grand Teton Drive. While these lands form part of the Master Plan area, they are not part of this Rezoning request. The Planning Commission recommended approval on 05/10/01. The effective date of this annexation was 02/15/02. Staff had recommended approval of this application.
- 06/19/02 The City Council approved an annexation (A-0027-01) of five acres in the northern portion of the Master Plan area, south of Grand Teton Drive. While these lands form part of the Master Plan area, they are not part of this Rezoning request. The Planning Commission recommended approval on 05/10/01. The effective date of this annexation was 06/28/02. Staff had recommended approval of this application.
- 01/08/03 The City Council approved an annexation (A-0030-02) of five acres in the northern portion of the Master Plan area, south of Grand Teton Drive. While these lands form part of the Master Plan area, they are not part of this Rezoning request. The Planning Commission recommended approval on 10/10/02. The effective date of this annexation was 01/17/03. Staff had recommended approval of this application.

- 02/05/03 The City Council approved an annexation (A-0035-02) of over 1,056 acres in the area bounded by Hualapai Way to the east, Grand Teton Drive to the north, Puli Road to the west and Centennial Parkway and the Beltway alignment to the south, including the subject sites of this Rezoning request. The Planning Commission recommended approval on 09/26/02. The effective date of this annexation was 02/14/03. Staff had recommended approval of this application.
- 03/19/03 The City Council approved a request for a Rezoning (ZON-1520) from U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) Zone on approximately 317.5 acres covering 68 separate parcels in the Cliff's Edge area, and approved the related Cliff's Edge Master Development Plan to regulate development and the provision of infrastructure in the area. The Planning Commission recommended approval on 02/13/03. Staff had recommended approval of this application.
- 07/16/03 The City Council approved a request for a Rezoning (ZON-2184) from U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) Zone on approximately 704 acres covering 21 separate parcels in the Cliff's Edge area, and approved amendments to the approved Cliff's Edge Master Development Plan. The Planning Commission recommended approval on 06/12/03. Staff had recommended approval of this application.
- 12/04/03 A Minor Modification (MOD-3189) to the Cliff's Edge Master Development Plan and Design Guidelines was administratively approved by the Planning and Development Department, subject to a number of conditions. Rezoning request ZON-3241, which is being presented concurrently with this Development Agreement, is contingent upon the exercising of these conditions by the master developer.
- 12/17/03 The City Council approved annexation (ANX-3087) of 27.5 acres of land within the Cliff's Edge Master Development Plan area. The Planning Commission recommended approval on 10/23/03. Staff supported the request. The effective date of this annexation is 12/26/03.
- 01/08/04 The Planning Commission recommended approval of a request for a Rezoning (ZON-3241) from U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) Zone on approximately 90 acres covering 20 separate parcels in the Cliff's Edge area. Staff has recommended approval of this application.
- 01/08/04 The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #53/gl).

ANALYSIS

The proposed Development Agreement will affect the planning and development of the Cliff's Edge Master Planned Community. This community is located in the area generally located west of Hualapai Way, north of Centennial Parkway and the 215 Beltway, east of Puli Road and south of Grand Teton Drive. This area is comprised of approximately 1,150 acres. The Master Developer has either acquired or has control of all but approximately 50 acres of this area.

The Development Agreement is one of three documents that will control future development in this community. The other two are the Cliff's Edge Master Development Plan and the Cliff's Edge Design Guidelines. These two documents were approved by City Council in March 2003 and amended in July 2003 and December 2003. The Master Development Plan is required for the approval of PD (Planned Development) zoning, which was applied to the area concurrently with the approval of the Master Development Plan and the Design Guidelines. The Design Guidelines prescribe the form of urban development that is to take place in the various neighborhoods or "pods" that are identified in the Master Development Plan. The subsequent amendments were made at the request of city staff to fine-tune some of the concepts and processes outlined in these documents.

While the Master Development Plan and the Design Guidelines primarily addressed the planning, design and urban form of the future community, the Development Agreement will address the apportioning of responsibilities between the city and the master developer for the regulation and enforcement of the first two documents, and the timing and development of infrastructure systems that is the responsibility of the master developer. These three documents will work together as a set of plans and regulations to guide the development of this new community.

The master developer has met on a number of occasions with various city departments to review drafts of the development Agreement. The Agreement as presented at this time has been revised to address the concerns that have been raised by staff during the review process.

RECOMMENDATION

Given that the master developer:

1. has worked diligently with city departments to address legal, procedural and planning issues that were raised during the review process;
2. has designed the Development Agreement to integrate with the previously approved Master Development Plan and Design Guidelines documents; and
3. has included improvements that will avoid deficiencies that have been identified in previous similar master plan exercises;

approval is recommended.

It should be noted that there are approximately 50 acres of out-parcels within the Plan area. The largest concentration of these out-parcels is in the south-central portion of the Plan area, and are occupied by an existing concentration of large homes on rural lots. The master developer has

previously committed to work with the owners of these out-parcels to integrate this small rural area within the community fabric, and has modified the Plan accordingly. The planning and development of infrastructure that is the subject of this Development Agreement must likewise account for pre-existing rural development that can be logically expected to remain in the area in the long-term.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-3451 APN: Vorraus

Name of Property Owner: Cliff's Edge, LLC

Name of Applicant: Cliff's Edge, LLC

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

 Yes

No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

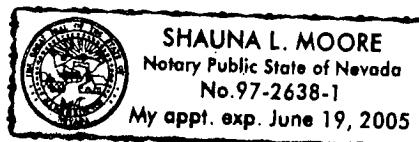
APN: _____

Signature of Property Owner/Authorized Agent: [Signature]

Subscribed and sworn before me

This 3RD day of OCTOBER, 2003

Notary Public in and for said County and State



**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
CLIFFS EDGE, LLC**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2004 by and between the CITY OF LAS VEGAS (hereinafter the "City") and CLIFFS EDGE, LLC a Nevada limited liability company (hereinafter the "Owner").

RECITAL OF PREMISES, PURPOSE AND INTENT

A. Owner owns that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately [] acres of land, which is the subject of this Agreement.

B. The City has authority, pursuant to NRS Chapter 278 and Title 19 of the Las Vegas Municipal Code, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Las Vegas City Council (hereinafter the "City Council"), having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City's plans, policies and regulations, including the City's general plan, and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.

D. On the ____ day of _____, 2004 the City Council adopted Ordinance No. _____ approving this Agreement and authorizing the execution hereof by duly constituted officers of the City. Said ordinance took effect on the ____ day of _____, 2004. The City agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

E. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

F. This Agreement is consistent with and will implement the goals and objectives of the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

AGREEMENT

SECTION 1 DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

1.1(1) "Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

1.1(2) "Applicable Rules" means and refers to:

- (i) The Zoning Action;
- (ii) The provisions of the Code and all other City rules, general plans, policies, regulations, ordinances, laws, general or specific that are effective on the Effective Date;
- (iii) This Agreement; and
- (iv) The Design Guidelines.

The term does not include:

- (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;
- (ii) Any fee or monetary payment not governed by this Agreement and prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
- (iii) Any applicable state or federal law or regulation.

1.1(3) "Code" means the Las Vegas Municipal Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

1.1(4) "City" means the City of Las Vegas, together with its successors and assigns.

- 1.1(5) "Developer Special Improvement District Guidelines" means and refers to those Developer Special Improvement District Guidelines of the City attached hereto as Exhibit "B".
- 1.1(6) "Effective Date" means the effective date of an ordinance adopted by the City Council that approves the execution of this Agreement.
- 1.1(7) "Master Traffic Study" means a comprehensive traffic study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.
- 1.1(8) "Master Drainage Plan" means a study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.
- 1.1(9) "Traffic Signal Impact Fee" means a charge imposed by the City pursuant to Section 9 of this Agreement for the installation of Traffic Signal Improvements.
- 1.1(10) "Traffic Signal Improvement" means:
- (i) The installation of traffic signals at intersections identified in the Traffic Signal Capital Improvement Plan; and
 - (ii) Intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization.
- 1.1(11) "Traffic Signal Capital Improvement Plan" means the Capital Improvements Plan for Traffic Signal Impact Fees, attached as Exhibit C.
- 1.1(12) "Design Guidelines" means the Cliffs Edge Master Development Plan And Design Guidelines, attached as Exhibit D.
- 1.1(13) "NRS" means the Nevada Revised Statutes.
- 1.1(14) "Owner" means Cliffs Edge, LLC, a Nevada limited liability company, the owner of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 12.2 of this Agreement.
- 1.1(15) "Planning Department" means the Planning and Development Department of the City.
- 1.1(16) "Planning Director" means the Director of the City's Planning and Development Department or his designee(s).

- 1.1(17) "Property" means that certain real property as described on Exhibit "A".
- 1.1(18) "Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works or his designee(s).
- 1.1(19) "Project Transportation Improvements" means street improvements, other than Traffic Signal Improvements, within the boundaries of the Planned Community and adjacent to the boundaries of the Planned Community that are identified in the Master Traffic Study as necessary to mitigate the traffic impacts of the Planned Community.
- 1.1(20) "RTC" means the Regional Transportation Commission of Clark County, Nevada.
- 1.1(21) "Subdivision Map" means any instrument under NRS and Title 18 of the Code which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, parent final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Planned Community.
- 1.1(22) "Term" means the term of this Agreement together with any extension agreed upon pursuant to the terms hereof.
- 1.1(23) "Zoning Action" means the action of City Council pursuant to applications ZON-1520 and ZON-2184, together with all applicable conditions, and any subsequent approvals by the City that are conditioned upon compliance with this Agreement.
- 1.1(24) "City Council" means the Las Vegas City Council.
- 1.1(25) "Planned Community" means all property and development within the boundaries of the Cliffs Edge Master Plan, as shown on Figure 1 of the Design Guidelines.
- 1.1(26) "Development Fee" means a charge or fee imposed by the City with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. The term does not include expenses required to complete any capital improvements identified in the Master Traffic Study or Master Drainage Plan.
- 1.1(27) "Northwest Area" means that area governed by the Centennial Hills Sector Interlocal Land Use Plan, as adopted by the City Council on February 19, 2003.

- 1.1(28) "Residential Development" means any proposed development identified in the Design Guidelines as Low Density Residential, Medium Low Density Residential or Residential Small Lot.
- 1.1(29) "Nonresidential Development" means any development identified in the Design Guidelines as Medium Residential or Village Commercial.
- 1.1(30) "Owner Parcel" means any real property located within the Planned Community that is owned by Owner or any Affiliate of Owner.
- 1.1(31) "Non-Owner Parcel" means any real property located within the Planned Community that is owned by someone other than Owner or an Affiliate of Owner.
- 1.1(32) "Affiliate" means an entity, partnership or corporation which Owner controls, or in which Owner has a controlling interest or which controls Owner.
- 1.1(33) "Land Use Application" means any application seeking any approval authorized or required by Title 19 of the Code.
- 1.1(34) "Designated Builder" means a merchant homebuilder, apartment developer or other owner of real property within the Planned Community that is constructing any development subject to the fee imposed by Chapter 4.24 of the Code, if designated in writing by Owner to City.

SECTION 2 GENERAL PURPOSE AND INTENT

2.1 Recitals. This Agreement is predicated upon the following facts and findings:

(a) City Intent. The City desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Planned Community and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

(b) Owner Intent. In accordance with the legislative intent evidenced by NRS Chapter 278, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in

order to develop the Planned Community, Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Planned Community. Because of the nature of the Planned Community, the type and extent of the public improvements and infrastructure to the Planned Community to be provided by Owner, and the type and extent of the public and private improvements to be provided within the Planned Community, the Owner's decision to commence development of the Planned Community is based on expectations of proceeding and the right to proceed with the Planned Community in accordance with this Agreement, the Applicable Rules and the Zoning Actions. Owner further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and the Zoning Action.

(c) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, Federal regulation of air and water quality, and similar conditions. It is not the intent of the parties nor shall this Section be construed as excusing the City of any obligation hereunder of depriving Owner of any right under this Agreement, which can be performed.

2.2 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

SECTION 3

APPLICABLE RULES AND CONFLICTING LAWS

3.1 Reliance on Zoning Actions, Design Guidelines and Applicable Rules. The City and Owner agree that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Zoning Action and the Design Guidelines, and in accordance with this Agreement and the Applicable Rules.

3.2 Modification of Applicable Rules. City and Owner acknowledge and agree the Zoning Action and Design Guidelines are peculiar to the Planned Community and may not be amended, modified or changed with respect to the Planned Community without the express written consent of Owner, except as otherwise explicitly provided in this Agreement. In the event the City adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to Owner or development of the Planned Community except in those limited circumstances provided below.

3.3 Application of Subsequently Enacted Rules. Except as provided below, no standard, policy or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the City upon the Planned

Community, except those in effect on the Effective Date. City may hereafter, during the term of this Agreement, apply to the Planned Community only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after this Effective Date that:

- (a) are not in conflict with the Applicable Rules or Design Guidelines,
- (b) the application of which govern procedural matters or would not prevent or materially impede, hinder or delay development in accordance with this Agreement, and
- (c) do not constitute Development Fees.

3.4 Limitation on Imposition of New Fees or Standards. Notwithstanding the terms of Section 3.3, above:

- (a) The City may increase cost-based fees that apply uniformly to all development in the City.
- (b) The development of the Planned Community shall be subject to the Uniform Building Codes in effect at the time of issuance of the permit for the particular development activity.
- (c) The City may apply other construction standards applicable to all developers other than Owner if such changes or additional standards are required in order to prevent a condition dangerous to the health or safety of City residents.
- (d) Nothing in this Agreement shall preclude the application to the Planned Community of new or changed City ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 through 3.8 of this Agreement are applicable.
- (e) Notwithstanding subsections (b), (c) and (d) of this Section, should the City adopt or amend new ordinances, rules, regulations or policies, Owner shall have the option, in its sole discretion, of accepting such new or amended matters by the giving written notice of such acceptance. City and Owner shall then execute a supplement to this Agreement evidencing Owner's acceptance of the new or amended ordinance, rule, regulation or policy.

3.5 Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

3.6 City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary pursuant to Section 3.5 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review as set forth in Section 5.5. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

3.7 City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 3.6. As required by the Applicable Rules, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION 4 PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PLANNED COMMUNITY

4.1 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Planned Community, the density of uses and the permitted uses of the land. The City agrees that the Planned Community may be developed to the density and with the land uses and development standards set forth in the Design Guidelines.

4.2 General Plan Amendments. City acknowledges that Owner is anticipating that the entire Northwest Area will be developed in accordance with Centennial Hills Sector Interlocal Land Use Plan with any future amendments thereto, provided however, that the Planned Community shall be developed in accordance with the Applicable Rules as set forth herein. City agrees that: (i) it will enforce the Centennial Hills Sector Interlocal Land Use Plan, and (ii) it will not amend or modify the Centennial Hills Sector Interlocal Land Use Plan, without prior written notice to Owner and consideration of Owner's input with respect thereto.

4.3 Modifications to Design Guidelines. Owner shall have the right to have nonmaterial

modifications to the Design Guidelines approved administratively by the Planning Director. A nonmaterial modification is a modification requested by the Owner to accomplish one of more of the following, and which, in the determination of the Planning Director, meets or exceeds the requirements of the Design Guidelines:

- (a) A change in the location of a use from the location specified in the Design Guidelines, but only if the change in location will not have a significant impact on other uses in the area;
- (b) The addition of uses that are comparable in density or intensity to those permitted under the Design Guidelines or a change in the mix of uses permitted but only if the addition or changes will not have a significant impact on other uses in the area;
- (c) A change in the development standards set forth in the Design Guidelines that is comparable or more restrictive than those required under Design Guidelines or conforms to the intent of the Design Guidelines; and
- (d) Any other change or modification of a similar nature, which the Planning Director determines will not have a material negative impact on the Planned Community.

A nonmaterial modification shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decisions, Owner may appeal that decision directly to the City Council in accordance with the Applicable Rules. Material modifications include any modification which does not qualify as a nonmaterial modification, and shall be processed in accordance with the Applicable Rules.

4.4 Subdivision Maps.

- (a) Except as provided in subsection (b) of this section, the Parties agree that any Subdivision Maps required or requested by Owner in connection with the Planned Community shall be reviewed and considered for approval in accordance with the Applicable Rules.
- (b) Notwithstanding any design, bonding or similar requirements in the Applicable Rules, City agrees to accept and timely process all Subdivision Maps requested by the Owner. Owner agrees that City may require one or more of the following prior to the recordation of a parent final map:
 - (i) City approval of the Master Traffic Study;
 - (ii) City approval of the Master Drainage Plan; and
 - (iii) City Council approval of a resolution or similar statement indicating the City's intent to create a Special Improvement District.

4.5 Dedicated Staff. City will endeavor to designate at least one person in the various City departments to be knowledgeable for processing matters related to the Planned Community. Such person will be familiar with the Planned Community, including without limitation, this Agreement, the Design Guidelines and the Applicable Rules. The following City departments and divisions will have such a person so designated:

- (a) Department of Planning and Development;
- (b) Building and Safety Department;
- (c) Public Works Department;
- (d) Right-of-Way Section of the Department of Public Works;
- (e) Traffic Division of the Department of Public Works;
- (f) Flood Control Division of the Department of Public Works;
- (g) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Community; and
- (h) Surveying Section of the Department of Public Works.

City agrees to use its reasonable efforts to utilize such dedicated staff members for the processing of all matters related to the development of the Planned Community, including, without limitation, street vacations, Subdivision Maps, improvement plans, studies, reports, dedication documents, building plans, landscape plans and all other submittals. Owner shall have no recourse against City for any failure to accomplish the expedited processing intended by this Section 4.5. City's express plans checks are available to Owner at Owner's sole expense pursuant to the Applicable Rules.

4.6 Maintenance of Public and Common Areas.

4.6(a) City hereby agrees that, except for any landscaped areas located outside the public right-of-way, all of the dedicated public roadways, curbs and street lights which are within or adjacent to the Planned Community will be maintained by the City in good condition and repair at the City's sole cost and expense pursuant to the Applicable Rules.

4.6(b) Owner agrees that prior to the release of any final maps for recording, other than a parent final map, Owner will cause to be formed one or more property owners associations within the Planned Community. With respect to any parent final map, Owner will cause the formation of a master association governing the property incorporated in the map. Such associations will be responsible to maintain in good condition and repair all of the landscaping and other facilities, other than those identified in Section 6 of this Agreement, which the City requires to be maintained by such associations as a condition of approval, including all

developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on public rights of way. Owner agrees that such property owner associations shall be created pursuant to declarations of covenants and restrictions recorded against the Planned Community and that such associations shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Owner further agrees that such declarations will contain a covenant running to the benefit of the City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Owner owns any land covered by such declarations, Owner may control the board of directors of such association.

4.6(c) The declaration must be executed and recorded with the office of the Clark County Recorder of deeds, concurrently with the recording of any final map, other than a parent final map, in a manner acceptable to the City and must include the following provisions: i) give the governing board of the association the power to create a plan for the maintenance of the improvements and adopt the plan outlined in Section 4.7 below; ii) must indicate that the plan can be materially amended by such board only with the written consent of the City; iii) must provide that the declaration cannot be exercised or amended in any manner that would defeat or materially alter the plan; and iv) must provide that in the event the association fails to maintain the improvements in accordance with the provisions of the plan, the City may exercise its rights under the declaration, including the right of the City to levy assessments on the property owners for cost incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes. The City shall have the right to review the declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.7 Maintenance Plan. The declaration will provide for a plan of maintenance of such improvements. Such plan must contain provisions that substantially conform to those set forth in Exhibit E. City and Owner may modify such standards as they from time to time agree.

4.8 Release of Owner. Following the Owner's compliance with the foregoing requirements for the creation of the associations to maintain the improvements, and approval of the maintenance plan with respect to each such association, City will look solely to such property owners associations in connection with the maintenance of the improvements in the particular development covered by the declaration and Owner shall have no further liability in connection with the maintenance and operation of such improvements.

4.9 Additional Property.

- (a) Owner may acquire additional land within the Planned Community. Such land will be automatically included within the terms and conditions of this Development Agreement, and will be subject to the requirements of the Design Guidelines and the Applicable Rules.

- (b) Owner may not include property outside the boundaries of the Planned Community within the terms of this Agreement without the prior approval of the City Council.

4.10 Cooperation in Financing. City will execute and deliver within thirty (30) days of written request to Owner or any designee of Owner, such documents as may be reasonably requested to acknowledge that: i) City has no lien on the Property as a direct result of this Agreement, or that any lien is as stated by the City; ii) City shall recognize and allow a lender which has foreclosed or acquired a portion of the Planned Community from Owner to inure to the rights and benefits of this Agreement as to such property; and iii) Owner is not in default of this Agreement or if Owner is in default of this Agreement, the specific ground of default. Nothing herein shall be deemed to relieve Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

4.11 Enforcement of Design Guidelines.

(a) General Intent.

City and Owner agree that it is in the best interests of both parties that all development within the Planned Community occur in conformance with the Design Guidelines. The parties hereby agree to follow the procedures set forth in this Section to ensure that the provisions of the Design Guidelines are uniformly enforced within the Planned Community.

(b) Development on Non-Owner Parcels.

City agrees that it will not process any building permit, Subdivision Map or Land Use Approval application involving a Non-Owner Parcel without first referring the application to Owner for Owner's review. Owner shall review such applications to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Within thirty (30) days of receiving the application, Owner shall issue a report to the City indicating: i) whether the project conforms to the standards set forth in the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City shall not approve any application that Owner has identified as failing to meet the standards without first holding a public hearing and notifying Owner in writing of such hearing. Any hearing held pursuant to this Section shall be conducted in accordance with the Applicable Rules.

In the event Owner fails to issue the report within thirty (30) days, City may, without further notice to Owner, process the application in conformance with the Code and all other City rules, policies, regulations,

general plans, laws or ordinances then in effect.

(c) Residential Development on Owner Parcels.

Owner shall have the sole responsibility to enforce the Design Guidelines with respect to Residential Development on the Owner Parcels. Owner shall certify, using a form that substantially complies with Exhibit F, that each proposed project conforms to the standards set forth in the Design Guidelines. City agrees that it will not process any building permit or Subdivision Map application until it receives the certification identified in this Section. After receiving such certification, the applications shall be processed in accordance with the Applicable Rules.

(d) Nonresidential Development on Owner Parcels.

Owner and City shall have joint responsibility for enforcing the Design Standards for Nonresidential Development on the Owner Parcels. Prior to submitting any building permit, Subdivision Map or Land Use Approval application for a Nonresidential Development, Owner shall review the application to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Owner shall include in any building permit, Subdivision Map or Land Use Approval application a report indicating: i) whether the project conforms to the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City agrees to process any application containing the report identified in this Section in accordance with the Applicable Rules.

4.12 Community Directional Signage. Pursuant to the Zoning Action, prior to the issuance of building permits for development within the Planned Community, Owner will submit to the Planning Department a plan showing temporary and directional signage for the Planned Community. The plan shall utilize themes and village identities consistent with the Design Guidelines.

The plan shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decision, Owner may appeal the decision directly to the City Council.

SECTION 5 REVIEW AND DEFAULT

5.1 Frequency of Reviews. As required by NRS Chapter 278, at least once every year during

the term of this Agreement, on a date determined by Owner and City, Owner shall provide, and City shall review in good faith, a report submitted by Owner documenting the extent of Owner's and City's material compliance with the terms of this Agreement during the preceding two years.

The report shall contain information regarding the progress of development within the Planned Community, including, without limitation: (i) data showing the total number of residential units built and approved on the date of the report; (ii) specific densities within each project and within the Planned Community as a whole; and (iii) the status of development within the Planned Community and the anticipated phases of development for the next calendar year. In the event Owner fails to submit such a report, Owner shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Owner for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard. The report required by this Section shall be considered solely by the City Council. City and Owner shall each be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Planning Director may, in his discretion, provide copies of the report to members of the City's Planning Commission for their information and use.

5.3 General Provisions-Default. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period shall not be less than the thirty (30) day period required for notice of default. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, the party charging noncompliance may elect any one or more of the following courses.

5.3(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

5.3(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Owner and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, as determined under the Applicable Rules, existing or received as of the date of the termination. Owner shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.6 hereof to determine whether a default existed and whether City was entitled to terminate this Agreement.

5.3(c) Termination by Owner. In the event City substantially defaults under this Agreement, Owner shall have the right to terminate this Agreement after the hearing set forth in this Section. Owner shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations hereunder under the procedures set forth in this Section and Section 5.5.

5.3(d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than City) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to City within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by City within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Owner. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

5.5 Legal Action. City and Owner agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, City and Owner may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, a public hearing must be held by the City Council where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court under the standard of review appropriate to Court review of zoning actions and the decision of the City Council shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the City Council shall be limited to the evidence presented to the City Council at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada or the Federal Court in Nevada.

5.6 Notices. All notices required by this Section shall be sent in accordance with Section 12.7.

5.7 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION 6 PARKS AND TRAILS

6.1 General. Owner shall design, construct and dedicate to City the parks and trails facilities described in this Section. All such facilities shall meet the requirements of the Applicable Rules and be available for use by the general public on a non-discriminatory basis.

6.2 Parks. Owner shall design, construct and dedicate to City the parks identified as pods 111 and 302 in the Design Guidelines.

6.2(a) Required Amenities. Each park required by this Section shall include all or some of the following amenities: turf areas, trees and other plantings, irrigation, playground apparatus, playing fields and areas, picnic areas, horseshoe pits, jogging and walking paths, exercise equipment, Frisbee golf, water play features and other apparatuses designed to serve the residents of the Planned Community.

6.2(b) Time for Completion. Owner shall commence construction and complete the parks identified as pods 111 and 302 as follows:

	<u>Commence Construction</u>	<u>Complete Construction</u>
Pod 111	Prior to issuance of permit for the 2,500th residential unit	Prior to issuance of permit for the 6,000th residential unit
Pod 302	Prior to issuance and the permit for the 6,000th residential unit	Prior to issuance of the permit for the 7,200th residential unit

6.2(c) Limitation on Owner's Obligation. Except as provided in this subsection, Owner's total financial obligation to provide the parks identified in this Section shall not exceed \$4,000,000.

If the parks required by this subsection are not completed by December 31, 2010 (the "Scheduled Completion Date"), then the Owner's obligation shall be increased as of said date by the amount which is equal to the percentage increase in the cost of living during the period of time between the Effective Date of this Agreement and the Scheduled Completion Date. The City shall compute the increase in the cost of living based on U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers for all items, Los Angeles-Riverside-Orange County, CA region (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). Said increase shall be made by multiplying the

Owner's obligation by a fraction the numerator of which shall be the Index number for the month immediately prior to the Scheduled Completion Date and the denominator of which shall be the index number for the month immediately prior to the Effective Date of this Agreement. The City's computation thereof shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based. If at a time required for the determination of the adjusted obligation, the Index is no longer published or issued, the City shall select and use such alternate index as is then generally recognized and accepted for similar determinations of purchasing power.

6.3 Multi Use Transportation Trail. Owner shall construct and dedicate to the City the Multi Use Transportation Trail depicted in the Design Guidelines. The trail shall be constructed in conformance with the design standards set forth in the Applicable Rules. Owner shall commence construction of the trail on or before January 31, 2006, and shall complete construction no later than December 31, 2008.

6.4 Thematic Parkway Loop. Owner shall construct and dedicate to City the trail and open space facilities identified in the Design Guidelines as the Thematic Parkway Loop. Such facilities shall include all or some of the following amenities: turf areas, walking, jogging and biking paths, trees, plants, irrigation and other apparatuses designed to serve residents of the Planned Community. The facilities shall be designed in a manner acceptable to City, and shall be constructed concurrent with the construction of the adjacent roadway.

6.5 Use of Flood Control Facilities. City will consider allowing Owner to have the right to construct parks, trails and recreational facilities within drainage corridors, drainage channels, and flood plains so long as such facilities meet the minimum design and construction standards of the City and the Clark County Regional Flood Control District (where applicable).

6.6 Residential Construction Tax. Chapter 4.24 of the Code imposes a fee upon the privilege of constructing residential units (hereinafter "Residential Construction Tax"). Owner and any Designated Builder shall be entitled to a credit against the Residential Construction Tax for the cost of any public facility constructed pursuant to this Section.

Credits shall be available to Owner and Designated Builders at the time Owner posts a bond for 100 percent of the estimated construction cost of the facility for which the credit is sought. The credit shall be initially limited to 75 percent of the estimated construction cost of the facility. After the facility is constructed and dedicated to City and/or accepted as complete by City, Owner shall provide to City copies of all construction invoices, bills and payment checks. City will then adjust the final credit to reflect the actual construction costs of the facility.

6.7 Ownership, Control and Limitation of Owner Obligations. City acknowledges that development of certain facilities described in this Section are dependent on City obtaining a BLM lease or the right to use private property not controlled by Owner. In the event City is unable to obtain the required lease or right in the time and manner consistent with Owner's obligation to complete the facility, Owner and City may mutually agree to adjust to timelines specified in this Agreement.

Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide land, facilities or improvements beyond those specified in this Section.

6.8 Cooperation In Obtaining Available Funding. City will cooperate with Owner to obtain and use, or to assist Owner in obtaining and using, any state, regional or federal funds (including, without limitation, funds available pursuant to the Southern Nevada Public Land Management Act of 1998, as amended) available for the acquisition, construction, or maintenance of public facilities required to be developed by Owner under this Section.

SECTION 7 WATER

7.1 Water Supply. The parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, the City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Planned Community water in order that the development of the Planned Community will continue uninterrupted. City and Owner will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either on or off project necessary for the installation of water facilities to serve the development. Owner agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

SECTION 8 SANITATION

8.1 Sewer. Owner shall provide sanitary sewer system facilities in accordance with the sewer plan required by the Zoning Action. City agrees that no other off site sewer line will be required for the full development of the Planned Community. Owner shall grant rights-of-way or easements to perpetuate the continuation of sewer lines. City will assist in obtaining all rights-of-way, permits, easements or other interests not owned by owner necessary to construct the facilities required in this Section. The City agrees that if any sewers required onsite to the Planned Community are required to be over sized in order to serve areas outside of the Planned Community, the City will offer reimbursement for the over sizing through its standard sewer refunding process, except to provide capacity to property within the Planned Community. Except for sewer connection fees pursuant to the Applicable Rules, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any other facilities, equipment or physical improvements relating to sanitary sewer service offsite of the Planned Community.

SECTION 9 TRANSPORTATION

9.1 Master Traffic Study. Owner shall prepare and submit to City a Master Traffic Study in accordance with the Zoning Action.

9.2 Project Transportation Improvements. Owner agrees to construct and dedicate to City the Project Transportation Improvements identified in the Master Traffic Study. Such improvements will be constructed in the manner and timeframe set forth in the Master Traffic Study.

9.3 Traffic Signal Improvements.

9.3(a) Imposition of Fee. The parties acknowledge that the imposition of a Traffic Signal Impact Fee will accommodate better orderly development within the Planned Community and the Northwest Area. Accordingly, City shall impose a Traffic Signal Impact Fee at the time and the issuance of any building permit within the Planned Community. The fee shall be calculated as set forth in this Section, and in accordance with the Master Traffic Study. The fee shall be paid by the applicant for the building permit.

9.3(b) Schedule of Fees. The City shall impose and collect the fee required by this Section pursuant to the schedule shown as Exhibit ____:

9.3(c) Exemptions. The following shall be exempt from the imposition of the fee identified in this Section. An exemption must be claimed at the time of application for a building permit.

1. Alterations of an existing dwelling unit where no additional dwelling units are created.
2. Replacement of a destroyed or partially destroyed or moved residential building or structure with a new building or structure of the same use, and with the same number of dwelling units.
3. Replacement of a destroyed or partially destroyed or moved nonresidential building or structure with a new building or structure of the same gross floor area and use.
4. In order to promote the economic development of the City or the public health, safety, and general welfare of its residents, the City Council may agree to pay some or all of the fees imposed by this Section from other funds of the City that are not restricted to other uses. Any such decision to pay impact fees on behalf of an applicant shall be at the discretion of the City Council and shall be made pursuant to goals and objectives articulated by the City Council.

9.3(d) Refunds.

1. If an applicant has paid a Traffic Signal Impact Fee Pursuant to this Section, and the building permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, then the applicant who paid such fee shall be entitled to a refund of the fee paid, without interest. In order to be eligible to receive such refund, the applicant who paid such fee shall be required to submit an application for such refund within thirty (30) days after the expiration of the permit or extension for which the fee was paid.
2. At the time of payment of any fee under this Section, the City shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this Section.
3. Each refund must be paid to the owner of the property of record at the time the refund is paid. If the City paid the impact fee, the refund must be paid to the City.

9.3(e) Use of Fee. City agrees to use all fees collected pursuant to this Section to install only those Traffic Signal Improvements shown on the Traffic Signal Capital Improvement Plan. City agrees to install such improvements at such time as they are warranted by the Applicable Rules and the Master Traffic Study.

9.3(f) Owner Construction of Traffic Signal Improvement/Reimbursement. Owner may, in its discretion, elect to install Traffic Signal Improvements within the Planned Community and shown on the Traffic Signal Capital Improvement Plan, so long as such improvements are warranted by the Applicable Rules. After the improvement is constructed and dedicated to the City, Owner shall provide to City copies of all construction invoices, bills or payment checks. City shall, within ninety (90) days of receiving such invoices, bills or checks, reimburse Owner for the total construction costs of the improvement, unless otherwise agreed by Owner and City.

9.4 Limitation on Owner's Obligations. Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide facilities or improvements beyond those specified in this Section.

SECTION 10 FLOOD CONTROL

10.1 Flood Control Facilities and Technical Drainage Studies. Owner shall be required to construct those flood control facilities identified in the Master Drainage Study which are necessary for the flood protection of the Planned Community or for mitigation of downstream

flood impacts caused by the development of the Planned Community, if any. All facilities will be planned and designed based on ultimate developed conditions. Owner shall be responsible for paying for the costs of constructing any facilities necessary and shall dedicate all rights of way and easements to accommodate such facilities. City will assist in obtaining all rights-of-way, permits, easements or other interests not owned by Owner necessary to construct the facilities required in this Section. Except as otherwise set forth above, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for, facilities or improvements for flood control improvements outside of the Planned Community that are a substitute therefore, except to the extent necessary to comply with the required drainage studies.

SECTION 11 SPECIAL IMPROVEMENT DISTRICT

11.1 Consideration of Special Improvement District. City agrees to consider and, if appropriate, process, facilitate, and expedite, with due diligence, any applications for developer initiated special improvement districts which may be identified as material to the development of the Planned Community. The Parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to the Applicable Rules.

SECTION 12 GENERAL PROVISIONS

12.1 Duration of Agreement. The term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that Owner shall have the right to extend the term of this Agreement for an additional ten (10) years upon the following conditions:

- (i) Owner provides written notice of such extension to City prior to the expiration of the original ten (10) year term of this Agreement; and
- (ii) Owner is not in default of this Agreement.

Upon such extension of this Agreement, Owner and City shall enter into an amendment to this Agreement memorializing the extension of the term.

12.2 Assignment.

12.2(a) To an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to an Affiliate of Owner provided that such entity shall assume in writing all obligations of Owner hereunder, and provide substitute security in form and amount acceptable to the City for any security previously provided by Owner in compliance

with the Code, if any.

12.2(b) To a Third Party. If Owner sells or transfers more than fifty percent (50%) of the Planned Community to a party other than an Affiliate, Owner shall be relieved of its obligations under this Agreement, provided that such transferee assumes all duties and obligations of Owner then unsatisfied and provides substitute security, in form and amount acceptable to City, for any of Owner's previous obligations for which Owner provided performance security, if any.

12.2(c) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Planned Community shall relieve Owner of its obligations hereunder as to the portion of the Planned Community so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Owner hereunder unless such transferee expressly assumes such obligations and duties of Owner. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

12.2(d) In Connection with Financing Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

12.3 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time or canceled, but only upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the City Council.

12.4 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives.

12.5 Binding Effect of Agreement. Subject to Section 12.2 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in

interest and the property which is the subject of this Agreement.

12.6 Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that Owner is not an agent of City for any purpose and City is not an agent of Owner for any capacity.

12.7 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Planning Director

To Owner: CLIFFS EDGE, LLC
3455 Cliff Shadows Parkway
Suite 220
Las Vegas, Nevada 89129
Attention: Tom Devore

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

12.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all of any part of the subject matter hereof.

12.9 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of City or Owner, as the case may be.

12.10 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and Owner and shall be recorded in the Official Records of Clark County, Nevada.

12.11 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All

references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

12.12 Release. Each residential lot shown on a recorded Subdivision Map within the Planned Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

12.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

OWNER:

CLIFFS EDGE, LLC,
a Nevada limited liability company

By:

OSCAR B. GOODMAN, MAYOR

By: _____

Name: _____

APPROVED AS TO FORM:

Title: _____

DEPUTY CITY ATTORNEY

ATTEST:

CITY CLERK

By:

BARBARA J. RONEMUS, CITY CLERK

SUBSCRIBED AND SWORN TO before me
on this _____ day of _____,
2003.

Notary Public in and for said County and State

EXHIBIT A

[Legal Description of Property Subject To Agreement]

EXHIBIT B
[SID Guidelines]

EXHIBIT C

[Traffic Signal Capital Improvement Plan]

EXHIBIT D
[Design Guidelines]

EXHIBIT E

MAINTENANCE PLAN

(A) The Plan must be approved by the City pursuant to and in compliance with the Applicable Rules and must contain provisions that outline the proposed standards and level of maintenance to be provided with respect to such improvements. The Plan will include provisions for maintenance of all landscaping and related irrigation systems, including the following landscaped areas, if applicable, and part of the applicable project, whether developed or natural:

- (1) Common areas;
- (2) Parks, trails, and related facilities and equipment;
- (3) Drainage easements that contain landscaping;
- (4) Sight visibility zones, as defined in the Applicable Rules; and
- (5) Any areas of landscaping located within public rights-of-way which are required by law or by the City approval of the development to be maintained by the association.

(B) The Plan will include provisions for maintenance of common area lighting and for security walls located within common areas, but excluding any walls located on an individual unit or lot.

(C) The Plan will include provisions for periodic inspection, maintenance and repair of the improvements described herein in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness and maintain the aesthetic appearance, the function and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required maintenance and repair shall include, without limitation:

(1) Maintenance of all landscaping in a healthy condition, with all grass cut to an appropriate length, all plants and bushes appropriately trimmed and maintained, and diseased or dead portions of landscaping promptly replaced with healthy plant materials.

(2) Repair, maintenance and replacement of facilities and equipment in common areas, including tables, playground equipment, fences, walkways and fountains.

(3) Regular cleaning and maintenance of restrooms.

(D) The Plan will include a provision that the Plan can be amended by the governing board of the association but only with the written consent of the City.

(E) The Plan will include a provision that, in the event the association fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and which shall have the same priority as liens for real estate taxes.

(F) The Plan will include a provision requiring the posting with the City and maintenance thereafter of a continuing bond, acceptable to the City, to guarantee the payment of all of such maintenance costs for a continuing period of one year from any given date. The requirement for the posting and maintenance of such bond shall be maintained only until the association has the capital reserves to cover such one-year's maintenance.

EXHIBIT F
[Design Guidelines Certification]

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
CLIFFS EDGE, LLC**

Submitted at City Council
Date *2/18/04* Item # *71*

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2004 by and between the CITY OF LAS VEGAS (hereinafter the "City") and CLIFFS EDGE, LLC a Nevada limited liability company (hereinafter the "Owner").

RECITAL OF PREMISES, PURPOSE AND INTENT

A. Owner owns that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately [—] 1.017 acres of land, which is the subject of this Agreement.

B. The City has authority, pursuant to NRS Chapter 278 and Title 19 of the Las Vegas Municipal Code, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Las Vegas City Council (hereinafter the "City Council"), having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City's plans, policies and regulations, including the City's general plan, and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.

D. On the _____ day of _____, 2004 the City Council adopted Ordinance No. _____ approving this Agreement and authorizing the execution hereof by duly constituted officers of the City. Said ordinance took effect on the _____ day of _____, 2004. The City agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

E. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

F. This Agreement is consistent with and will implement the goals and objectives of the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

AGREEMENT

SECTION 1 DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

1.1(1) "Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

1.1(2) "Applicable Rules" means and refers to:

- (i) The Zoning Action;
- (ii) The provisions of the Code and all other City rules, general plans, policies, regulations, ordinances, laws, general or specific that are effective on the Effective Date;
- (iii) This Agreement; and
- (iv) The Design Guidelines.

The term does not include:

- (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;
- (ii) Any fee or monetary payment not governed by this Agreement and prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
- (iii) Any applicable state or federal law or regulation.

1.1(3) "Code" means the Las Vegas Municipal Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

1.1(4) "City" means the City of Las Vegas, together with its successors and assigns.

- 1.1(5) "Developer Special Improvement District Guidelines" means and refers to those Developer Special Improvement District Guidelines of the City attached hereto as Exhibit "B".
- 1.1(6) "Effective Date" means the effective date of an ordinance adopted by the City Council that approves the execution of this Agreement.
- 1.1(7) "Master Traffic Study" means a comprehensive traffic study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.
- 1.1(8) "Master Drainage Plan" means a study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.
- 1.1(9) "Traffic Signal Impact Fee" means a charge imposed by the City pursuant to Section 9 of this Agreement for the installation of Traffic Signal Improvements.
- 1.1(10) "Traffic Signal Improvement" means:
- (i) The installation of traffic signals at intersections identified in the Traffic Signal Capital Improvement Plan; and
 - (ii) Intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization.
- 1.1(11) "Traffic Signal Capital Improvement Plan" means the Capital Improvements Plan for Traffic Signal Impact Fees, attached as Exhibit C.
- 1.1(12) "Design Guidelines" means the Cliffs Edge Master Development Plan And Design Guidelines, attached as Exhibit D.
- 1.1(13) "NRS" means the Nevada Revised Statutes.
- 1.1(14) "Owner" means Cliffs Edge, LLC, a Nevada limited liability company, the owner of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 12.2 of this Agreement.
- 1.1(15) "Planning Department" means the Planning and Development Department of the City.
- 1.1(16) "Planning Director" means the Director of the City's Planning and Development Department or his designee(s).

- 1.1(17) "Property" means that certain real property as described on Exhibit "A".
- 1.1(18) "Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works or his designee(s).
- 1.1(19) "Project Transportation Improvements" means street improvements, other than Traffic Signal Improvements, within the boundaries of the Planned Community and adjacent to the boundaries of the Planned Community that are identified in the Master Traffic Study as necessary to mitigate the traffic impacts of the Planned Community.
- 1.1(20) "RTC" means the Regional Transportation Commission of Clark County, Nevada.
- 1.1(21) "Subdivision Map" means any instrument under NRS and Title 18 of the Code which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, parent final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Planned Community.
- 1.1(22) "Term" means the term of this Agreement together with any extension agreed upon pursuant to the terms hereof.
- 1.1(23) "Zoning Action" means the action of City Council pursuant to applications ZON-1520 and ZON-2184, together with all applicable conditions, and any subsequent approvals by the City that are conditioned upon compliance with this Agreement.
- 1.1(24) "City Council" means the Las Vegas City Council.
- 1.1(25) "Planned Community" means all property and development within the boundaries of the Cliffs Edge Master Plan, as shown on Figure 1 of the Design Guidelines.
- 1.1(26) "Development Fee" means a charge or fee imposed by the City with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. The term does not include expenses required to complete any capital improvements identified in the Master Traffic Study or Master Drainage Plan.
- 1.1(27) "Northwest Area" means that area governed by the Centennial Hills Sector Interlocal Land Use Plan, as adopted by the City Council on February 19, 2003.

- 1.1(28) "Residential Development" means any proposed development identified in the Design Guidelines as Low Density Residential, Medium Low Density Residential or Residential Small Lot.
- 1.1(29) "Nonresidential Development" means any development identified in the Design Guidelines as Medium Residential or Village Commercial.
- 1.1(30) "Owner Parcel" means any real property located within the Planned Community that is owned by Owner or any Affiliate of Owner.
- 1.1(31) "Non-Owner Parcel" means any real property located within the Planned Community that is owned by someone other than Owner or an Affiliate of Owner.
- 1.1(32) "Affiliate" means an entity, partnership or corporation which Owner controls, or in which Owner has a controlling interest or which controls Owner.
- 1.1(33) "Land Use Application" means any application seeking any approval authorized or required by Title 19 of the Code.
- 1.1(34) "Designated Builder" means a merchant homebuilder, apartment developer or other owner of real property within the Planned Community that is constructing any development subject to the fee imposed by Chapter 4.24 of the Code, if designated in writing by Owner to City.

SECTION 2 GENERAL PURPOSE AND INTENT

2.1 Recitals. This Agreement is predicated upon the following facts and findings:

(a) City Intent. The City desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Planned Community and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

(b) Owner Intent. In accordance with the legislative intent evidenced by NRS Chapter 278, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in

order to develop the Planned Community, Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Planned Community. Because of the nature of the Planned Community, the type and extent of the public improvements and infrastructure to the Planned Community to be provided by Owner, and the type and extent of the public and private improvements to be provided within the Planned Community, the Owner's decision to commence development of the Planned Community is based on expectations of proceeding and the right to proceed with the Planned Community in accordance with this Agreement, the Applicable Rules and the Zoning Actions. Owner further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and the Zoning Action.

(c) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, Federal regulation of air and water quality, and similar conditions. It is not the intent of the parties nor shall this Section be construed as excusing the City of any obligation hereunder of depriving Owner of any right under this Agreement, which can be performed.

2.2 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

SECTION 3 APPLICABLE RULES AND CONFLICTING LAWS

3.1 Reliance on Zoning Actions, Design Guidelines and Applicable Rules. The City and Owner agree that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Zoning Action and the Design Guidelines, and in accordance with this Agreement and the Applicable Rules.

3.2 Modification of Applicable Rules. City and Owner acknowledge and agree the Zoning Action and Design Guidelines are peculiar to the Planned Community and may not be amended, modified or changed with respect to the Planned Community without the express written consent of Owner and City, except as otherwise explicitly provided in this Agreement. In the event the City adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to Owner or development of the Planned Community except in those limited circumstances provided below.

3.3 Application of Subsequently Enacted Rules. Except as provided below, no standard, policy or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the City upon the Planned

Community, except those in effect on the Effective Date. City may hereafter, during the term of this Agreement, apply to the Planned Community only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after this Effective Date that:

- (a) are not in conflict with the Applicable Rules or Design Guidelines,
- (b) the application of which govern procedural matters or would not prevent or materially impede, hinder or delay development in accordance with this Agreement, and
- (c) do not constitute Development Fees.

3.4 Limitation on Imposition of New Fees or Standards. Notwithstanding the terms of Section 3.3, above:

- (a) The City may increase cost-based fees that apply uniformly to all development in the City.
- (b) The development of the Planned Community shall be subject to the Uniform Building Codes in effect at the time of issuance of the permit for the particular development activity.
- (c) The City may apply other construction standards applicable to all developers other than Owner if such changes or additional standards are required in order to prevent a condition dangerous to the health or safety of City residents.
- (d) Nothing in this Agreement shall preclude the application to the Planned Community of new or changed City ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 through 3.8 of this Agreement are applicable.
- (e) Notwithstanding subsections (b), (c) and (d) of this Section the foregoing, should the City adopt or amend new ordinances, rules, regulations or policies, that exceed the limitations of the foregoing Sections 3.2 through 3.4, Owner shall have the option, in its sole discretion, of accepting such new or amended matters by the giving written notice of such acceptance. City and Owner shall then execute a supplement to this Agreement evidencing Owner's acceptance of the new or amended ordinance, rule, regulation or policy.

3.5 Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

3.6 City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary pursuant to Section 3.5 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review as set forth in Section 5.5. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

3.7 City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 3.6. As required by the Applicable Rules, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION 4 PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PLANNED COMMUNITY

4.1 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Planned Community, the density of uses and the permitted uses of the land. The City agrees that the Planned Community may be developed to the density and with the land uses and development standards set forth in the Design Guidelines.

4.2 General Plan Amendments. City acknowledges that Owner is anticipating that the entire Northwest Area will be developed in accordance with Centennial Hills Sector Interlocal Land Use Plan with any future amendments thereto, provided however, that the Planned Community shall be developed in accordance with the Applicable Rules as set forth herein. City agrees that: (i) it will enforce the Centennial Hills Sector Interlocal Land Use Plan, and (ii) it will not amend or modify the Centennial Hills Sector Interlocal Land Use Plan, without prior written notice to Owner and consideration of Owner's input with respect thereto.

4.3 Modifications to Design Guidelines. Owner shall have the right to have nonmaterial modifications to the Design Guidelines approved administratively by the Planning Director. A nonmaterial modification is a modification requested by the Owner to accomplish one of more of the following, and which, in the determination of the Planning Director, meets or exceeds the requirements of the Design Guidelines:

- (a) A change in the location of a use from the location specified in the Design Guidelines, but only if the change in location will not have a significant impact on other uses in the area;
- (b) The addition of uses that are comparable in density or intensity to those permitted under the Design Guidelines or a change in the mix of uses permitted but only if the addition or changes will not have a significant impact on other uses in the area;
- (c) A change in the development standards set forth in the Design Guidelines that is comparable or more restrictive than those required under Design Guidelines or conforms to the intent of the Design Guidelines; and
- (d) Any other change or modification of a similar nature, which the Planning Director determines will not have a material negative impact on the Planned Community.

A nonmaterial modification shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decisions, Owner may appeal that decision directly to the City Council in accordance with the Applicable Rules. Material modifications include any modification which does not qualify as a nonmaterial modification, and shall be processed in accordance with the Applicable Rules.

4.4 Subdivision Maps.

- (a) Except as provided in subsection (b) of this section, the Parties agree that any Subdivision Maps required or requested by Owner in connection with the Planned Community shall be reviewed and considered for approval in accordance with the Applicable Rules.
- (b) ~~Notwithstanding any design, bonding or similar requirements in the Applicable Rules, City agrees to accept and timely process all Subdivision Maps~~parent maps requested by the Owner. Owner agrees that City may require one or more of the following prior to the recordation of a parent final map:
 - (i) City approval of the Master Traffic Study;
 - (ii) City approval of the Master Drainage Plan;
 - (iii) City approval of and conformance to the Master Sewer Plan; and

- (iv) ~~(iii)~~ City Council approval of a resolution or similar statement indicating the City's intent to create a Special Improvement District to develop infrastructure in the Planned Community, or in the absence thereof, land dedications and Owner's execution of the City's standard Offsite Improvements Agreement to assure such development.

4.5 Dedicated Staff. City will endeavor to designate at least one person in the various City departments to be knowledgeable for processing matters related to the Planned Community. Such person will be familiar with the Planned Community, including without limitation, this Agreement, the Design Guidelines and the Applicable Rules. The following City departments and divisions will have such a person so designated:

- (a) Department of Planning and Development;
- (b) Building and Safety Department;
- (c) Public Works Department;
- (d) Right-of-Way Section of the Department of Public Works;
- (e) Traffic Division of the Department of Public Works;
- (f) Flood Control Division of the Department of Public Works;
- (g) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Community; and
- (h) Surveying Section of the Department of Public Works.

City agrees to use its reasonable efforts to utilize such dedicated staff members for the processing of all matters related to the development of the Planned Community, including, without limitation, street vacations, Subdivision Maps, improvement plans, studies, reports, dedication documents, building plans, landscape plans and all other submittals. Owner shall have no recourse against City for any failure to accomplish the expedited processing intended by this Section 4.5. City's express plans checks are available to Owner at Owner's sole expense pursuant to the Applicable Rules.

4.6 Maintenance of Public and Common Areas.

4.6(a) City hereby agrees that, except for any landscaped areas and landscape appurtenances located ~~outside~~inside the public right-of-way, all of the dedicated public roadways, curbs and street lights which are within or adjacent to the Planned Community will be maintained by the City in good condition and repair at the City's sole cost and expense pursuant

to the Applicable Rules. All landscaping within the public rights-of-way within or adjacent to the Planned Community shall be privately maintained by the Homeowner's Association or other Landscape Maintenance Organization associated with the Planned Community, and appropriate encroachment agreements shall be entered for all such landscaping.

4.6(b) Owner agrees that prior to the release of any final maps for recording, other than a parent final map, Owner will cause to be formed one or more property owners associations within the Planned Community. With respect to any parent final map, Owner will cause the formation of a master association governing the property incorporated in the map. Such associations will be responsible to maintain in good condition and repair all of the landscaping and other facilities, other than those identified in Section 6 of this Agreement, which the City requires to be maintained by such associations as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on public rights of way. Owner agrees that such property owner associations shall be created pursuant to declarations of covenants and restrictions recorded against the Planned Community and that such associations shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Owner further agrees that such declarations will contain a covenant running to the benefit of the City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Owner owns any land covered by such declarations, Owner may control the board of directors of such association.

4.6(c) The declaration must be executed and recorded with the office of the Clark County Recorder of deeds, concurrently with the recording of any final map, other than a parent final map, in a manner acceptable to the City and must include the following provisions: i) give the governing board of the association the power to create a plan for the maintenance of the improvements and adopt the plan outlined in Section 4.7 below; ii) must indicate that the plan can be materially amended by such board only with the written consent of the City; iii) must provide that the declaration cannot be exercised or amended in any manner that would defeat or materially alter the plan; and iv) must provide that in the event the association fails to maintain the improvements in accordance with the provisions of the plan, the City may exercise its rights under the declaration, including the right of the City to levy assessments on the property owners for cost incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes. The City shall have the right to review the declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.7 Maintenance Plan. The declaration will provide for a plan of maintenance of such improvements. Such plan must contain provisions that substantially conform to those set forth in Exhibit E. City and Owner may modify such standards as they from time to time agree.

4.8 Release of Owner. Following the Owner's compliance with the foregoing requirements for the creation of the associations to maintain the improvements, and approval of the

maintenance plan with respect to each such association, City will look solely to such property owners associations in connection with the maintenance of the improvements in the particular development covered by the declaration and Owner shall have no further liability in connection with the maintenance and operation of such improvements.

4.9 Additional Property.

- (a) Owner may acquire additional land within the Planned Community. Such land will be automatically included within the terms and conditions of this Development Agreement, and will be subject to the requirements of the Design Guidelines and the Applicable Rules.
- (b) Owner may not include property outside the boundaries of the Planned Community within the terms of this Agreement without the prior approval of the City Council.

4.10 Cooperation in Financing. City will execute and deliver within thirty (30) days of written request to Owner or any designee of Owner, such documents as may be reasonably requested to acknowledge that: i) City has no lien on the Property as a direct result of this Agreement, or that any lien is as stated by the City; ii) City shall recognize and allow a lender which has foreclosed or acquired a portion of the Planned Community from Owner to inure to the rights and benefits of this Agreement as to such property; and iii) Owner is not in default of this Agreement or if Owner is in default of this Agreement, the specific ground of default. Nothing herein shall be deemed to relieve Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

4.11 Enforcement of Design Guidelines.

(a) General Intent.

City and Owner agree that it is in the best interests of both parties that all development within the Planned Community occur in conformance with the Design Guidelines. The parties hereby agree to follow the procedures set forth in this Section to ensure that the provisions of the Design Guidelines are uniformly enforced within the Planned Community.

(b) Development on Non-Owner Parcels.

City agrees that it will not process any building permit, Subdivision Map or Land Use Approval application involving a Non-Owner Parcel without first referring the application to Owner for Owner's review. Owner shall review such applications to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Within thirty (30) days of receiving the application, Owner shall issue a report to the City indicating: i) whether the project conforms to the

standards set forth in the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City shall not approve any application that Owner has identified as failing to meet the standards without first holding a public hearing and notifying Owner in writing of such hearing. Any hearing held pursuant to this Section shall be conducted in accordance with the Applicable Rules.

In the event Owner fails to issue the report within thirty (30) days, City may, without further notice to Owner, process the application in conformance with the Code and all other City rules, policies, regulations, general plans, laws or ordinances then in effect.

(c) Residential Development on Owner Parcels.

Owner shall have the sole responsibility to enforce the Design Guidelines with respect to Residential Development on the Owner Parcels. Owner shall certify, using a form that substantially complies with Exhibit F, that each proposed project conforms to the standards set forth in the Design Guidelines. City agrees that it will not process any building permit or Subdivision Map application until it receives the certification identified in this Section. After receiving such certification, the applications shall be processed in accordance with the Applicable Rules.

(d) Nonresidential Development on Owner Parcels.

Owner and City shall have joint responsibility for enforcing the Design Standards for Nonresidential Development on the Owner Parcels. Prior to submitting any building permit, Subdivision Map or Land Use Approval application for a Nonresidential Development, Owner shall review the application to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Owner shall include in any building permit, Subdivision Map or Land Use Approval application a report indicating: i) whether the project conforms to the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City agrees to process any application containing the report identified in this Section in accordance with the Applicable Rules.

4.12 Community Directional Signage. Pursuant to the Zoning Action, prior to the issuance of building permits for development within the Planned Community, Owner will submit to the Planning Department a plan showing temporary and directional signage for the Planned Community. The plan shall utilize themes and village identities consistent with the Design

Guidelines.

The plan shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decision, Owner may appeal the decision directly to the City Council.

SECTION 5 REVIEW AND DEFAULT

5.1 Frequency of Reviews. As required by NRS Chapter 278, at least once every year during the term of this Agreement, on a date determined by Owner and City, Owner shall provide, and City shall review in good faith, a report submitted by Owner documenting the extent of Owner's and City's material compliance with the terms of this Agreement during the preceding two years.

The report shall contain information regarding the progress of development within the Planned Community, including, without limitation: (i) data showing the total number of residential units built and approved on the date of the report; (ii) specific densities within each project and within the Planned Community as a whole; and (iii) the status of development within the Planned Community and the anticipated phases of development for the next calendar year. In the event Owner fails to submit such a report, Owner shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Owner for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard. The report required by this Section shall be considered solely by the City Council. City and Owner shall each be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Planning Director may, in his discretion, provide copies of the report to members of the City's Planning Commission for their information and use.

5.3 General Provisions-Default. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period shall not be less than the thirty (30) day period required for notice of default. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, the party charging noncompliance may elect any one or more of the following courses.

5.3(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give

notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

5.3(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Owner and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, as determined under the Applicable Rules, existing or received as of the date of the termination. Owner shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.6 hereof to determine whether a default existed and whether City was entitled to terminate this Agreement.

5.3(c) Termination by Owner. In the event City substantially defaults under this Agreement, Owner shall have the right to terminate this Agreement after the hearing set forth in this Section. Owner shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations hereunder under the procedures set forth in this Section and Section 5.5.

5.3(d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than City) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to City within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by City within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Owner. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

5.5 Legal Action. City and Owner agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, City and Owner may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are

greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, a public hearing must be held by the City Council where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court under the standard of review appropriate to Court review of zoning actions and the decision of the City Council shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the City Council shall be limited to the evidence presented to the City Council at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eight Judicial District Court, State of Nevada or the Federal Court in Nevada.

5.6 Notices. All notices required by this Section shall be sent in accordance with Section 12.7.

5.7 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION 6 PARKS AND TRAILS

6.1 General. Owner shall design, construct and dedicate to City the parks and trails facilities described in this Section. All such facilities shall meet the requirements of the Applicable Rules and be available for use by the general public on a non-discriminatory basis.

6.2 Parks. Owner shall design, construct and dedicate to City the parks identified as pods 111 and 302 in the Design Guidelines.

6.2(a) Required Amenities. Each park required by this Section shall include all or some of the following amenities: turf areas, trees and other plantings, irrigation, playground apparatus, playing fields and areas, picnic areas, horseshoe pits, jogging and walking paths, exercise equipment, Frisbee golf, water play features and other apparatuses designed to serve the residents of the Planned Community.

6.2(b) Time for Completion. Owner shall commence construction and complete the parks identified as pods 111 and 302 as follows:

	<u>Commence Construction</u>	<u>Complete Construction</u>
Pod 111	Prior to issuance of permit for the 2,500th residential unit	Prior to issuance of permit for the 6,000th residential unit
Pod 302	Prior to issuance and the permit for the 6,000th residential unit	Prior to issuance of the permit for the 7,200th residential unit

6.2(c) Limitation on Owner's Obligation. Except as provided in this subsection, Owner's total financial obligation to provide the parks identified in this Section shall not exceed \$4,000,000.

If the parks required by this subsection are not completed by December 31, 2010 (the "Scheduled Completion Date"), then the Owner's obligation shall be increased as of said date by the amount which is equal to the percentage increase in the cost of living during the period of time between the Effective Date of this Agreement and the Scheduled Completion Date. The City shall compute the increase in the cost of living based on U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers for all items, Los Angeles-Riverside-Orange County, CA region (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). Said increase shall be made by multiplying the Owner's obligation by a fraction the numerator of which shall be the Index number for the month immediately prior to the Scheduled Completion Date and the denominator of which shall be the index number for the month immediately prior to the Effective Date of this Agreement. The City's computation thereof shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based. If at a time required for the determination of the adjusted obligation, the Index is no longer published or issued, the City shall select and use such alternate index as is then generally recognized and accepted for similar determinations of purchasing power.

6.3 Multi Use Transportation Trail. Owner shall construct and dedicate to the City the Multi Use Transportation Trail depicted in the Design Guidelines. The trail shall be constructed in conformance with the design standards set forth in the Applicable Rules. Owner shall commence construction of the trail on or before January 31, 2006, and shall complete construction no later than December 31, 2008.

6.4 Thematic Parkway Loop. Owner shall construct and dedicate to City the trail and open space facilities identified in the Design Guidelines as the Thematic Parkway Loop. Such facilities shall include all or some of the following amenities: turf areas, walking, jogging and biking paths, trees, plants, irrigation and other apparatuses designed to serve residents of the Planned Community. The facilities shall be designed in a manner acceptable to City, and shall be constructed concurrent with the construction of the adjacent roadway.

6.5 Use of Flood Control Facilities. City will consider allowing Owner to have the right to construct parks, trails and recreational facilities within drainage corridors, drainage channels, and flood plains so long as such facilities meet the minimum design and construction standards of the City and the Clark County Regional Flood Control District (where applicable).

6.6 Residential Construction Tax. Chapter 4.24 of the Code imposes a fee upon the privilege of constructing residential units (hereinafter "Residential Construction Tax"). Owner and any Designated Builder shall be entitled to a credit against the Residential Construction Tax for the cost of any public facility constructed pursuant to this Section.

Credits shall be available to Owner and Designated Builders at the time Owner posts a bond for 100 percent of the estimated construction cost of the facility for which the credit is

sought. The credit shall be initially limited to 75 percent of the estimated construction cost of the facility. After the facility is constructed and dedicated to City and/or accepted as complete by City, Owner shall provide to City copies of all construction invoices, bills and payment checks. City will then adjust the final credit to reflect the actual construction costs of the facility.

6.7 Ownership, Control and Limitation of Owner Obligations. City acknowledges that development of certain facilities described in this Section are dependent on City obtaining a BLM lease or the right to use private property not controlled by Owner. In the event City is unable to obtain the required lease or right in the time and manner consistent with Owner's obligation to complete the facility, Owner and City may mutually agree to adjust to timelines specified in this Agreement.

Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide land, facilities or improvements beyond those specified in this Section.

6.8 Cooperation In Obtaining Available Funding. City will cooperate with Owner to obtain and use, or to assist Owner in obtaining and using, any state, regional or federal funds (including, without limitation, funds available pursuant to the Southern Nevada Public Land Management Act of 1998, as amended) available for the acquisition, construction, or maintenance of public facilities required to be developed by Owner under this Section.

SECTION 7 WATER

7.1 Water Supply. The parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, the City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Planned Community water in order that the development of the Planned Community will continue uninterrupted. City and Owner will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either on or off project necessary for the installation of water facilities to serve the development. Owner agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

SECTION 8 SANITATION

8.1 Sewer. Owner shall provide sanitary sewer system facilities in accordance with the sewer plan required by the Zoning Action. City agrees that no other off site sewer line will be required for the full development of the Planned Community. Owner shall grant rights-of-way or easements to perpetuate the continuation of sewer lines. City will assist in obtaining all rights-of-way, permits, easements or other interests not owned by owner necessary to construct the

facilities required in this Section. The City agrees that if any sewers required onsite to the Planned Community are required to be over sized in order to serve areas outside of the Planned Community, the City will offer reimbursement for the over sizing through its standard sewer refunding process, except to provide capacity to property within the Planned Community. Except for sewer connection fees pursuant to the Applicable Rules, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any other facilities, equipment or physical improvements relating to sanitary sewer service offsite of the Planned Community.

SECTION 9 TRANSPORTATION

9.1 Master Traffic Study. Owner shall prepare and submit to City a Master Traffic Study in accordance with the Zoning Action.

9.2 Project Transportation Improvements. Owner agrees to construct and dedicate to City the Project Transportation Improvements identified in the Master Traffic Study. Such improvements will be constructed in the manner and timeframe set forth in the Master Traffic Study.

9.3 Traffic Signal Improvements.

9.3(a) Imposition of Fee. The parties acknowledge that the imposition of a Traffic Signal Impact Fee will accommodate better orderly development within the Planned Community and the Northwest Area. Accordingly, City shall impose a Traffic Signal Impact Fee at the time ~~and of~~ the issuance of any building permit within the Planned Community. The fee shall be calculated as set forth in this Section, and in accordance with the Master Traffic Study. The fee shall be paid by the applicant for the building permit.

9.3(b) Schedule of Fees. The City shall impose and collect the fee required by this Section pursuant to the schedule shown as Exhibit G:

9.3(c) Exemptions. The following shall be exempt from the imposition of the fee identified in this Section. An exemption must be claimed at the time of application for a building permit.

1. Alterations of an existing dwelling unit where no additional dwelling units are created.
2. Replacement of a destroyed or partially destroyed or moved residential building or structure with a new building or structure of the same use, and with the same number of dwelling units.
3. Replacement of a destroyed or partially destroyed or moved nonresidential building or structure with a new building or structure of the same gross floor area and use.

4. In order to promote the economic development of the City or the public health, safety, and general welfare of its residents, the City Council may agree to pay some or all of the fees imposed by this Section from other funds of the City that are not restricted to other uses. Any such decision to pay impact fees on behalf of an applicant shall be at the discretion of the City Council and shall be made pursuant to goals and objectives articulated by the City Council.

9.3(d) Refunds.

1. If an applicant has paid a Traffic Signal Impact Fee Pursuant to this Section, and the building permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, then the applicant who paid such fee shall be entitled to a refund of the fee paid, without interest. In order to be eligible to receive such refund, the applicant who paid such fee shall be required to submit an application for such refund within thirty (30) days after the expiration of the permit or extension for which the fee was paid.
2. At the time of payment of any fee under this Section, the City shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this Section.
3. Each refund must be paid to the owner of the property of record at the time the refund is paid. If the City paid the impact fee, the refund must be paid to the City.

9.3(e) Use of Fee. City agrees to use all fees collected pursuant to this Section to install only those Traffic Signal Improvements shown on the Traffic Signal Capital Improvement Plan. City agrees to install such improvements at such time as they are warranted by the Applicable Rules and the Master Traffic Study.

9.3(f) Owner Construction of Traffic Signal Improvement/Reimbursement. Owner may, in its discretion, elect to install Traffic Signal Improvements within the Planned Community and shown on the Traffic Signal Capital Improvement Plan, so long as such improvements are warranted by the Applicable Rules. After the improvement is constructed and dedicated to the City, Owner shall provide to City copies of all construction invoices, bills or payment checks. City shall, within ninety (90) days of receiving such invoices, bills or checks, reimburse Owner for the total reasonable and customary construction costs of the improvement, up to a maximum of the total traffic mitigation contributions made by Owner for the Planned Community at the time of reimbursement. Allowable costs in excess of the allowable maximum

shall be considered as credits against future contributions unless otherwise agreed by Owner and City.

9.4 Limitation on Owner's Obligations. Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide facilities or improvements beyond those specified in this Section.

SECTION 10 FLOOD CONTROL

10.1 Flood Control Facilities and Technical Drainage Studies. Owner shall be required to construct those flood control facilities identified in the Master Drainage Study which are necessary for the flood protection of the Planned Community or for mitigation of downstream flood impacts caused by the development of the Planned Community, if any. All facilities will be planned and designed based on ultimate developed conditions identified in the Master Drainage Study. Owner shall be responsible for paying for the costs of constructing any facilities necessary and shall dedicate all rights of way and easements to accommodate such facilities. Owner or its designee shall prepare a technical drainage study acceptable to the City for each phase of development prior to recording any final map (not including the parent final map) or the issuance of any grading or building permits within that phase. Owner or its designee is responsible for updating the Master Drainage Study in the event that a technical drainage study for a project phase identifies any revisions to the approved infrastructure streets, flood control facilities, flow paths, and flow rates. The Clark County Regional Flood Control District and Clark County Department of Development Services must also accept the Master Drainage Study prior to final approval from the City of Las Vegas. City will assist (except financially) in obtaining all rights-of-way, permits, easements or other interests not owned by Owner from the Bureau of Land Management necessary to construct the facilities required in this Section.

10.1(a) Flood Control Facilities. Owner agrees to design and construct, or bond for, the following Clark County Regional Flood Control District facilities (per the Flood Control 2002 Master Plan Update), through and adjacent to the Planned Community, prior to the recordation of any final map (other than a parent final map) or the issuance of any grading or building permits within the area protected by the facility:

1. Kyle Canyon Detention Basin Outfall Facilities (CNGT 0118, 0168, 0234);
2. Elkhorn and Hualapai (EKHU 0000);
3. Rancho Road System – Beltway (RCHB 0395).

An interim drainage channel/berm in lieu of the permanent regional facilities could be considered acceptable for the Kyle Canyon Detention Basin Outfall from the basin to Grand Teton (CNGT 0234). However, the remaining regional drainage facilities within and adjacent to the Planned Community must be permanent in nature and comply with the 2002 Master Plan Update. Any deviations in alignments or locations of the regional facilities from the 2002 Master Plan Update will require a master plan change/amendment through the Clark County Regional Flood Control District.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for downstream units or alternate flood protection or mitigation acceptable to City must be provided. City may agree to review interim drainage studies and flood protection measures as required to obtain construction-phasing approval.

Except as otherwise set forth above, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for, facilities or improvements for flood control improvements outside of the Planned Community that are a substitute therefore; except to the extent necessary to comply with the required drainage studies.

SECTION 11 SPECIAL IMPROVEMENT DISTRICT

11.1 Consideration of Special Improvement District. City agrees to consider and, if appropriate, process, facilitate, and expedite, with due diligence, any applications for developer initiated special improvement districts which may be identified as material to the development of the Planned Community. The Parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to the Applicable Rules.

SECTION 12 GENERAL PROVISIONS

12.1 Duration of Agreement. The term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that Owner shall have the right to extend the term of this Agreement for an additional ten (10) years upon the following conditions:

- (i) Owner provides written notice of such extension to City prior to the expiration of the original ten (10) year term of this Agreement; and
- (ii) Owner is not in default of this Agreement.

Upon such extension of this Agreement, Owner and City shall enter into an amendment to this Agreement memorializing the extension of the term.

12.2 Assignment.

12.2(a) To an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to an Affiliate of Owner provided that such entity shall assume in writing all obligations of Owner hereunder, and provide substitute security in form and amount acceptable to the City for any security previously provided by Owner in compliance with the Code, if any.

12.2(b) To a Third Party. If Owner sells or transfers more than fifty percent (50%) of the Planned Community to a party other than an Affiliate, Owner shall be relieved of its obligations under this Agreement, provided that such transferee assumes all duties and obligations of Owner then unsatisfied and provides substitute security, in form and amount acceptable to City, for any of Owner's previous obligations for which Owner provided performance security, if any.

12.2(c) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Planned Community shall relieve Owner of its obligations hereunder as to the portion of the Planned Community so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Owner hereunder unless such transferee expressly assumes such obligations and duties of Owner. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

12.2(d) In Connection with Financing Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

12.3 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time or canceled, but only upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the City Council.

12.4 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives.

12.5 Binding Effect of Agreement. Subject to Section 12.2 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the property which is the subject of this Agreement.

12.6 Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that Owner is not an agent of City for any purpose and City is not an agent of Owner for any capacity.

12.7 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Planning Director

To Owner: CLIFFS EDGE, LLC
3455 Cliff Shadows Parkway
Suite 220
Las Vegas, Nevada 89129
Attention: Tom Devore

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

12.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all of any part of the subject matter hereof.

12.9 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of City and/or Owner, as the case may be.

12.10 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and Owner and shall be recorded in the Official Records of Clark County, Nevada.

12.11 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this

Agreement, unless otherwise specified.

12.12 Release. Each residential lot shown on a recorded Subdivision Map within the Planned Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

12.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

OWNER:

CLIFFS EDGE, LLC,
a Nevada limited liability company

By:

OSCAR B. GOODMAN, MAYOR

By:

Name:

APPROVED AS TO FORM:

Title:

DEPUTY CITY ATTORNEY

SUBSCRIBED AND SWORN TO before me
on this _____ day of _____,
2003.

ATTEST:

CITY CLERK

Notary Public in and for said County and State

By:

BARBARA J. RONEMUS, CITY CLERK

EXHIBIT A

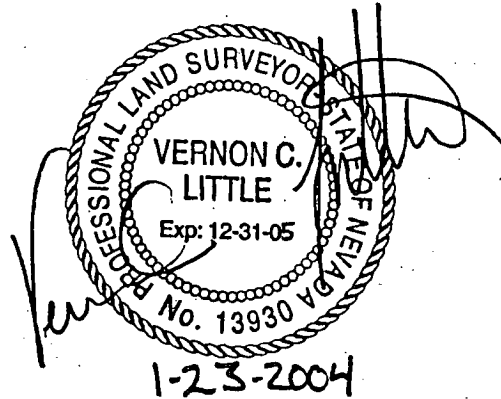
[Legal Description of Property Subject To Agreement]



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

JANUARY 23, 2004
W.O. 5969
BY: VCL
P.R. BY: TZ
PAGE 1 OF 3



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND HUALAPAI WAY FOR DEVELOPMENT AGREEMENT DESCRIPTION PURPOSES.

**LEGAL DESCRIPTION
CLIFFS EDGE
DEVELOPMENT AGREEMENT**

BEING PORTIONS OF SECTION 13 AND PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13, SAME BEING THE CENTERLINE INTERSECTION OF GRAND TETON DRIVE AND PULI ROAD; THENCE NORTH 87°50'15" EAST, ALONG THE NORTH LINE OF SAID SECTION 13, COINCIDENT WITH THE CENTERLINE OF SAID GRAND TETON DRIVE, 687.41 FEET; THENCE SOUTH 00°49'59" EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 659.40 FEET; THENCE NORTH 87°56'49" EAST, 343.30 FEET; THENCE NORTH 00°47'57" WEST, 660.07 FEET TO THE NORTH LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF GRAND TETON DRIVE; THENCE NORTH 87°50'15" EAST, ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 1718.52 FEET; THENCE NORTH 87°49'54" EAST, CONTINUING ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 2063.72 FEET; THENCE SOUTH 00°20'43" EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 668.87 FEET; THENCE NORTH 87°58'52" EAST, 686.70 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°14'47" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 1006.02 FEET; THENCE SOUTH 88°11'24" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 684.89 FEET;

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JANUARY 23, 2004

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THENCE SOUTH 00°20'43" EAST, 334.60 FEET; THENCE NORTH 88°14'56" EAST, 342.15 FEET; THENCE SOUTH 00°17'45" EAST, 669.92 FEET; THENCE NORTH 88°22'02" EAST, 341.55 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°19'04" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 2674.27 FEET TO THE NORTHEAST CORNER OF SECTION 24, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°08'16" WEST, ALONG THE EAST LINE OF SAID SECTION 24 AND ALONG SAID CENTERLINE, 2010.01 FEET; THENCE DEPARTING SAID EAST LINE AND SAID CENTERLINE, ALONG THE FOLLOWING NINETEEN (19) COURSES: (1) SOUTH 88°49'24" WEST, 340.19 FEET; (2) SOUTH 00°08'25" WEST, 669.93 FEET; (3) SOUTH 88°50'11" WEST, 340.21 FEET; (4) NORTH 00°08'34" EAST, 1339.70 FEET; (5) SOUTH 88°48'37" WEST, 680.32 FEET; (6) SOUTH 00°08'51" WEST, 1339.39 FEET; (7) SOUTH 88°50'46" WEST, 339.29 FEET; (8) SOUTH 00°08'10" WEST, 669.16 FEET; (9) SOUTH 88°53'13" WEST, 667.99 FEET; (10) NORTH 00°05'14" EAST, 668.66 FEET; (11) NORTH 00°05'44" EAST, 669.37 FEET; (12) SOUTH 88°49'41" WEST, 339.49 FEET; (13) SOUTH 88°51'15" WEST, 681.95 FEET; (14) NORTH 00°08'09" EAST, 668.77 FEET; (15) SOUTH 88°48'43" WEST, 681.28 FEET; (16) SOUTH 00°11'38" WEST, 1336.56 FEET; (17) SOUTH 00°11'10" EAST, 1335.91 FEET; (18) NORTH 88°55'50" EAST, 339.85 FEET; (19) SOUTH 00°07'16" EAST, 1336.70 FEET TO THE SOUTH LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF CENTENNIAL PARKWAY; THENCE SOUTH 89°00'28" WEST, ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, 1691.81 FEET TO THE WEST LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF PULI ROAD; THENCE NORTH 00°27'06" WEST ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2668.61 FEET; THENCE NORTH 00°19'26" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2670.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°55'58" WEST, ALONG THE WEST LINE OF SAID SECTION 13, AND ALONG THE CENTERLINE OF SAID PULI ROAD, 2635.04 FEET; THENCE NORTH 00°54'05" WEST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2632.30 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1016.43 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

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JANUARY 23, 2004
PAGE 3 OF 3

EXCEPTING THEREFROM THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 20.70 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

FURTHER EXCEPTING THEREFROM THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 62.44 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

CONTAINING A TOTAL AREA OF 933.29 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

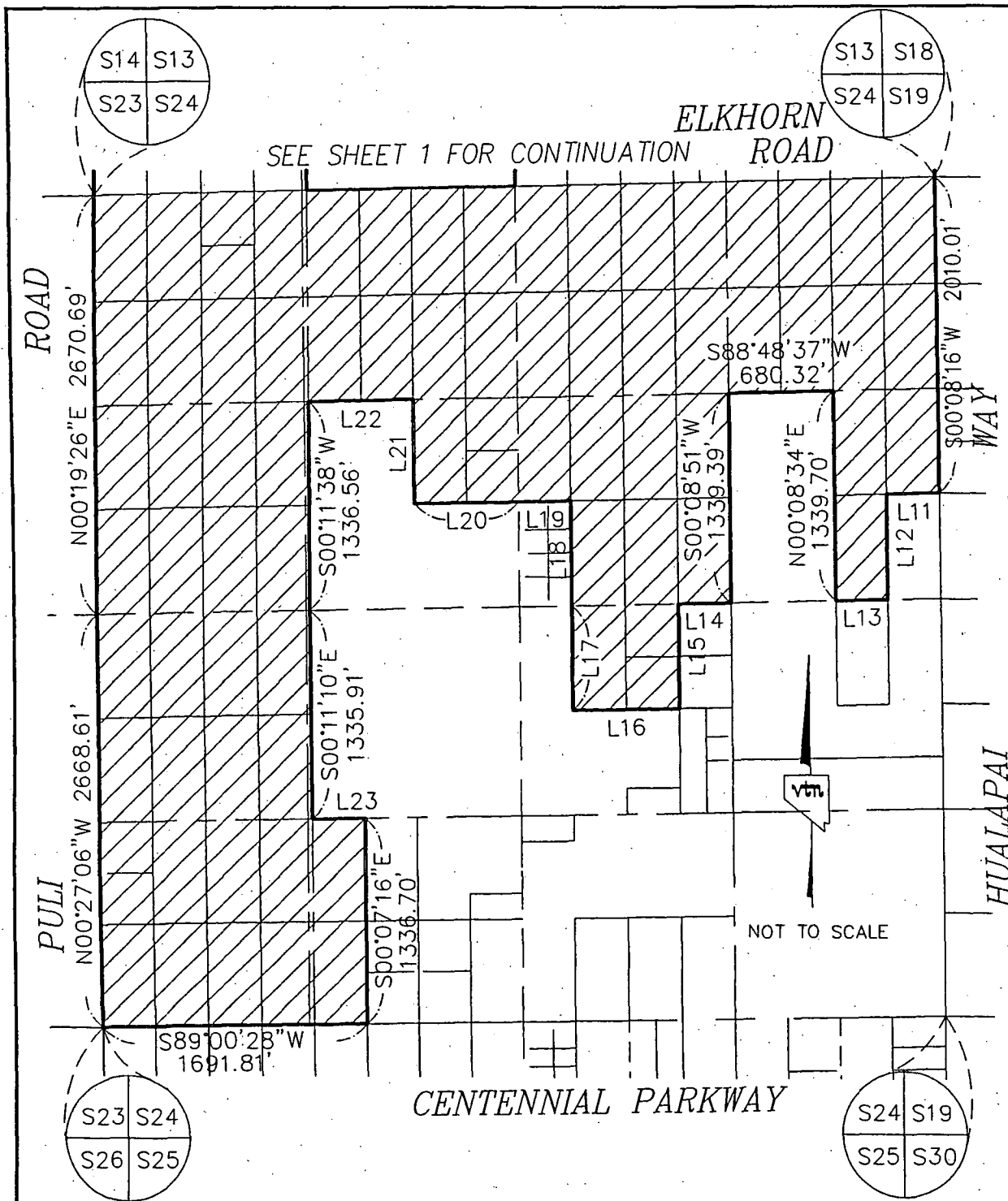
BASIS OF BEARINGS:

NORTH 87°50'15" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

NOTE:

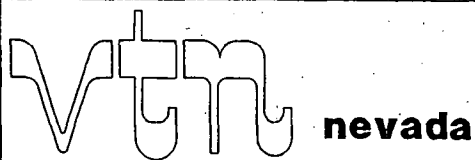
THIS LEGAL DESCRIPTION IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.



SECTION 24, T. 19 S., R. 59 E., M.D.M.

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2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

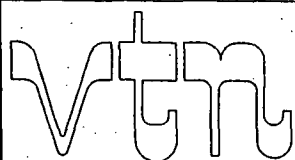
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

DEVELOPMENT AGREEMENT

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969
DRAWN BY:	VCL
DATE:	1/22/04
SHEET	2 OF 3

COURSE TABLE		
COURSE	BEARING	LENGTH
L1	N87°50'15"E	687.41'
L2	S00°49'59"E	659.40'
L3	N87°56'49"E	343.30'
L4	N00°47'57"W	660.07'
L5	S00°20'43"E	668.87'
L6	N87°58'52"E	686.70'
L7	S00°20'43"E	334.60'
L8	N88°14'56"E	342.15'
L9	S00°17'45"E	669.92'
L10	N88°22'02"E	341.55'
L11	S88°49'24"W	340.19'
L12	S00°08'25"W	669.93'
L13	S88°50'11"W	340.21'
L14	S88°50'46"W	339.29'
L15	S00°08'10"W	669.16'
L16	S88°53'13"W	677.99'
L17	N00°05'14"E	668.66'
L18	N00°05'44"E	669.37'
L19	S88°49'41"W	339.49'
L20	S88°51'15"W	681.95'
L21	N00°08'09"E	668.77'
L22	S88°48'43"W	681.28'
L23	N88°55'50"E	339.85'

G:/5969/5969LEGAL.DWG (DEV-2)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

DEVELOPMENT AGREEMENT

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969
DRAWN BY:	VCL
DATE:	1/22/04
SHEET	3 OF 3

EXHIBIT B

[SID Guidelines]

MHF

CITY OF LAS VEGAS

DEVELOPER

SPECIAL IMPROVEMENT DISTRICT

GUIDELINES



December 2, 1992

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the City will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than \$2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property to be dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three (3)

years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivisions) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g. electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (or otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principal and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D. 1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regard to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that it is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the City, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bond, cash or other acceptable form of security for payment of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

EXHIBIT C

[Traffic Signal Capital Improvement Plan]

EXHIBIT D
[Design Guidelines]

EXHIBIT E

MAINTENANCE PLAN

(A) The Plan must be approved by the City pursuant to and in compliance with the Applicable Rules and must contain provisions that outline the proposed standards and level of maintenance to be provided with respect to such improvements. The Plan will include provisions for maintenance of all landscaping and related irrigation systems, including the following landscaped areas, if applicable, and part of the applicable project, whether developed or natural:

- (1) Common areas;
- (2) Parks, trails, and related facilities and equipment;
- (3) Drainage easements that contain landscaping;
- (4) Sight visibility zones, as defined in the Applicable Rules; and
- (5) ~~Any areas of All landscaping and landscaping appurtenances located within public rights-of-way which are required by law or by the City approval of the development to be maintained by the association.~~

(B) The Plan will include provisions for maintenance of common area lighting and for security walls located within common areas, but excluding any walls located on an individual unit or lot.

(C) The Plan will include provisions for periodic inspection, maintenance and repair of the improvements described herein in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness and maintain the aesthetic appearance, the function and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required maintenance and repair shall include, without limitation:

(1) Maintenance of all landscaping in a healthy condition, with all grass cut to an appropriate length, all plants and bushes appropriately trimmed and maintained, and diseased or dead portions of landscaping promptly replaced with healthy plant materials.

(2) Repair, maintenance and replacement of facilities and equipment in common areas, including tables, playground equipment, fences, walkways and fountains.

(3) Regular cleaning and maintenance of restrooms.

(D) The Plan will include a provision that the Plan can be amended by the governing board of the association but only with the written consent of the City.

(E) The Plan will include a provision that, in the event the association fails to

maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and which shall have the same priority as liens for real estate taxes.

(F) The Plan will include a provision requiring the posting with the City and maintenance thereafter of a continuing bond, acceptable to the City, to guarantee the payment of all of such maintenance costs for a continuing period of one year from any given date. The requirement for the posting and maintenance of such bond shall be maintained only until the association has the capital reserves to cover such one-year's maintenance.

EXHIBIT F

[Design Guidelines Certification]

EXHIBIT G
[Schedule of Traffic Signal Impact Fees]

Current Traffic Signal Impact Fee Schedule

Land Use	Unit	Fee
Single-Family Detached	Dwelling	\$185
Multi-Family	Dwelling	\$128
Mobile Home Park	Pad	\$93
Adult Congregate Living Facility	Dwelling	\$42
Hotel/Motel	Room	\$174
RETAIL/COMMERCIAL		
Shopping Center/Gen Retail (0-249,999 sf)	1,000 sq. ft.	\$342
Shopping Center/Gen Retail (250,000-499,999 sf)	1,000 sq. ft.	\$295
Shopping Center/Gen Retail (500,000+ sf)	1,000 sq. ft.	\$243
Automobile Care Center	1,000 sq. ft.	\$315
Automobile Parts Sales	1,000 sq. ft.	\$295
Bank w/Drive Through	1,000 sq. ft.	\$775
Bank w/o Drive Through	1,000 sq. ft.	\$457
Car Wash, Self Service	Stall	\$96
Casino Hotel, Local (gaming area only)	1,000 sq. ft.	\$2,642
Casino Hotel, Resort Corridor (gaming area only)	1,000 sq. ft.	\$2,173
Convenience Store w/ Gas Sales	1,000 sq. ft.	\$732
Drinking Place	1,000 sq. ft.	\$570
Golf Course (open to public)	acre	\$66
New Car Sales	1,000 sq. ft.	\$304
Recreational Community Center	1,000 sq. ft.	\$256
Restaurant, Fast Food	1,000 sq. ft.	\$725
Restaurant, Sit-Down	1,000 sq. ft.	\$370
OFFICE/INSTITUTIONAL		
Office, General (0-99,999 sf)	1,000 sq. ft.	\$239
Office, General (100,000+ sf)	1,000 sq. ft.	\$173
Office, Medical	1,000 sq. ft.	\$553
Church	1,000 sq. ft.	\$127
College	1,000 sq. ft.	\$270
Day Care Center	1,000 sq. ft.	\$250
Hospital	1,000 sq. ft.	\$269
Library	1,000 sq. ft.	\$355
Nursing Home	1,000 sq. ft.	\$75
School, Elementary (private)	1,000 sq. ft.	\$45
School, Middle/Junior High (private)	1,000 sq. ft.	\$44
School, High (private)	1,000 sq. ft.	\$49
INDUSTRIAL		
General Light Industrial	1,000 sq. ft.	\$107
Warehouse	1,000 sq. ft.	\$76
Mini-Warehouse	1,000 sq. ft.	\$30